



A.L.L. Construction, Inc.
PO BOX 232
MT. STORM, WV 26739

Phone: 304-693-7131

Fax: 304-693-7199

DATE: 10/6/2011

TO: Chuck Bowman

FROM: Steve Szabo

COMPANY: WV Purchasing Division

FAX: 304 558 3970

NO OF PAGES: 21 (including cover page)

MESSAGE:

Bid Submittal for: DEP 15497
"Reclamation of Mining Operations of the Buffalo
Coal Company, Inc."

Thank you
Steve Szabo

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OCT - 6 A 10:50
PURCHASING DIVISION
STATE OF WV

IF YOU DO NOT RECEIVE ALL THE PAGE(S), PLEASE CALL AS SOON AS POSSIBLE.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEP15497

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 CHUCK BOWMAN
 304-558-2157

VENDOR

*909093643 304-693-7131
 ALL CONSTRUCTION INC
 PO BOX 232
 MT STORM WV 26739

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2011				

BID OPENING DATE: 10/06/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR RECLAMATION ON THE MINNING OPERATION OF THE BUFFALO COAL COMPANY, INC., PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, ATTACHMENT "UNDERDRAIN #1", AND THE Q/A RESULTING FROM THE 08/30/2011 MANDATORY PRE-BID MEETING.						
THE BID OPENING DATE AND TIME ARE CHANGED AS FOLLOWS:						
FROM: 09/27/2011 AT 1:30 PM						
TO: 10/06/2011 AT 1:30 PM						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: WATER TREATMENT						
***** THIS IS THE END OF RFQ DEP15497 *****						TOTAL: <u>668,735⁰⁰</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jose Adams</i>	TELEPHONE 304 693-7131	DATE 10/6/2011
TITLE <i>SO</i>	FEIN 55-0700300	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

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 A.L.L. Construction, Inc.
 P.O. Box 232
 Mt. Storm, WV 26739

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08/18/2011				

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		668,735 ⁰⁰
RECLAMATION: WATER TREATMENT THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF BUFFALO COAL COMPANY, INC., NOW UNDER REVOKED PERMIT NUMBER(S) S-2006-86. THIS SITE CONSISTS OF APPROXIMATELY 13 ACRES AND IS LOCATED NEAR MOUNT STORM, WV IN GRANT COUNTY. THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION. A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 08/30/2011 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFOR						

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SIGNATURE <i>John Arzoo</i>	TELEPHONE 304 693-7131	DATE 10/6/2011
TITLE <i>V.P.</i>	FEIN 55-0700300	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia
 Department of Administration
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Request for Quotation

BID NUMBER
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ADDRESS CORRESPONDENCE TO/ATTENTION OF
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 304-558-2157

VENDOR

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08/18/2011				

BID OPENING DATE: 09/27/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UQP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: FROM DAVIS IN TUCKER COUNTY; TRAVEL NORTHEAST ON WV ROUTE 93 FOR APPROX. 14.5 MILES TO SR 42, TURN LEFT ONTO SR 42, TRAVEL APPROX. 4.4 MILES TO US ROUTE 50 AT MOUNT STORM, TURN LEFT ONTO US ROUTE 50, TRAVEL WEST APPROX. 3.9 MILES, TURN RIGHT ONTO GATED HAULROAD. CONTINUE APPROX. 2.5 MILES TO LOCATION OF PRE-BID MEETING AT OLD SHOP AREA.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE</p>						

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SIGNATURE _____ TELEPHONE 304 693-7131 DATE 10/6/2011

TITLE _____ FEIN 55-0700200 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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Request for Quotation

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 304-558-2157

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VENDOR

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<p>SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR GRANT COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

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LINE	QUANTITY	UOP	QTY NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: <i>A.L.L. Construction, Inc.</i> CONTRACTORS LICENSE NO.: <i>WV 010638</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Loren Anderson</i>	304 693-7131	10/6/2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>VP</i>	<i>55-070300</i>	

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LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS						
1.	EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,					
	A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATIO OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.					
	B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, O PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.					
	C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.					
2.	THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL					

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SIGNATURE _____ TELEPHONE 204 693-7131 DATE 10/6/2011
 TITLE _____ FEIN 55-0700300 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER, FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>B. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>						

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	304 693-7131	10/6/2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	55-070200	

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<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING</p>						

SIGNATURE				TELEPHONE		DATE	
				304 693-7131		10/6/2011	
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		55-0700300					

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 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOI	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: (1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED. (2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE. (3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE. REV. 11/96 EXHIBIT 10 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NOS :						
				DEP15497		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	304 693-7131	10/6/2011	
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE	
	55-0700300		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP15497

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN
304-558-2157

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
105 S. RAILROAD STREET
PHILIPPI, WV
26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/18/2011				

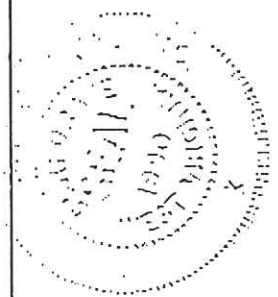
BID OPENING DATE: 09/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1		9/21/2011				
NO. 2						
NO. 3						
NO. 4						
NO. 5						

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

John P. ... SIGNATURE
A.L.L. CONSTRUCTION, INC COMPANY
10/6/2011 DATE



REV. 11/96

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John P. ...</i>	TELEPHONE 304 698-7131	DATE 10/6/2011
TITLE <i>V.P.</i>	FEIN 55-0700300	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEP15497

PAGE
 11

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 CHUCK BOWMAN
 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/27/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: CB-23 REQ. NO.: DEP15497 BID OPENING DATE: 09/27/2011 BID OPENING TIME: 1:30 P.M. PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <p style="text-align: center;">----- 304-693-7199 -----</p> PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <p style="text-align: center;">----- STEVE SEARS -----</p>						
***** THIS IS THE END OF RFQ DEP15497 ***** TOTAL:						668,735 ⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 693-7131	DATE 10/6/2011
TITLE V.P.	FRN SS-0700300	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WV-36a STATE OF WEST VIRGINIA
 REV. 5-26-09 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: BUFFALO COAL COMPANY PERMIT NUMBER: S-2006-86				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>30,000⁰⁰</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000⁰⁰</u>
3.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% total bid for this permit)	LUMP SUM	\$ <u>25,000⁰⁰</u>
4.0	LUMP SUM	<u>MAIN HAULROAD/MAINTAINENCE</u>	LUMP SUM	\$ <u>25,000⁰⁰</u>
5.0	<u>11,000</u> LF	<u>STORMWATER MANAGEMENT - SILT FENCE/HAYBALE DIKE</u> (Max. Bid \$5.00 per LF)	\$ <u>2⁰⁰</u> PER LF	\$ <u>22,000⁰⁰</u>
<u>SITE ONE</u>				
6.0	LUMP SUM	<u>PIPE EXCAVATION AND RISER</u>	LUMP SUM	\$ <u>2,000⁰⁰</u>
7.0	<u>125</u> TN	<u>EXISTING DITCH 'A' / CRUSHER RUN MATERIAL</u>	\$ <u>50⁰⁰</u> PER TON	\$ <u>6,250⁰⁰</u>
8.0	<u>230</u> LF	<u>CONSTRUCT NEW ACCESS ROAD 'A'</u>	\$ <u>34⁰⁰</u> PER LF	\$ <u>7,820⁰⁰</u>
9.0	LUMP SUM	<u>CLEAN OUT AND REPAIR EXISTING POND #1</u>	LUMP SUM	\$ <u>47,355⁰⁰</u>
9.1	<u>50</u> TN	<u>OUTLET SPILLWAYS - CRUSHER RUN</u>	\$ <u>35⁰⁰</u> PER TON	\$ <u>1,750⁰⁰</u>
10.0	LUMP SUM	<u>POND #1 LINER INSTALLATION</u>	LUMP SUM	\$ <u>49,160⁰⁰</u>
11.0	<u>1300</u> LF	<u>SITE ONE FENCING</u>	\$ <u>7⁵⁰</u> PER LF	\$ <u>9,750⁰⁰</u>

WV-36a STATE OF WEST VIRGINIA
 REV. 5-26-09 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
12.0	<u>2.0</u> AC	<u>REGRADE AND TOPSOILING</u>	\$ <u>2,000⁰⁰</u> PER ACRE	\$ <u>4,000⁰⁰</u>
13.0		REVEGETATION (SITE ONE)		
13.1	<u>2.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>120⁰⁰</u> PER ACRE	\$ <u>240⁰⁰</u>
13.2	<u>2.0</u> AC	<u>FERTILIZER</u>	\$ <u>900⁰⁰</u> PER ACRE	\$ <u>1,800⁰⁰</u>
13.3	<u>2.0</u> AC	<u>MULCH</u>	\$ <u>710⁰⁰</u> PER ACRE	\$ <u>1,420⁰⁰</u>
13.4	<u>2.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>445⁰⁰</u> PER ACRE	\$ <u>890⁰⁰</u>
		<u>SITE TWO</u>		
14.0		ACCESS ROADS		
14.1	<u>1,450</u> LF	<u>CONSTRUCT ACCESS ROAD B1</u>	\$ <u>35⁰⁰</u> PER LF	\$ <u>50,750⁰⁰</u>
14.2	<u>900</u> LF	<u>CONSTRUCT ACCESS ROAD B2</u>	\$ <u>46⁰⁰</u> PER LF	\$ <u>41,400⁰⁰</u>
14.3	<u>1,200</u> LF	<u>CONSTRUCT ACCESS ROAD B3</u>	\$ <u>21⁰⁰</u> PER LF	\$ <u>25,200⁰⁰</u>
15.0	<u>75</u> TN	<u>EXISTING DITCH 'B2' / CRUSHER RUN MATERIAL</u>	\$ <u>50⁰⁰</u> PER TON	\$ <u>3,750⁰⁰</u>
16.0	LUMP SUM	<u>EXCAVATE EXISTING SEEP, INSTALL UNDERDRAIN #2</u>	LUMP SUM	\$ <u>22,600⁰⁰</u>
16.1	<u>1,100</u> TN	<u>STONE FOR UNDERDRAIN #2</u>	\$ <u>29⁰⁰</u> PER TON	\$ <u>31,900⁰⁰</u>
17.0		<u>EXISTING SEDIMENT CONTROL STRUCTURE #2</u>		
17.1	LUMP SUM	<u>CLEAN OUT AND REPAIR EXISTING POND #2</u>	LUMP SUM	\$ <u>70,000⁰⁰</u>

WV-36a STATE OF WEST VIRGINIA
 REV. 5-26-09 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	REQ. OR PO NO. DBP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
17.2	LUMP SUM	<u>CONSTRUCT ALKALINE CELL IN POND #2</u> <u>(BARRIERS 1 AND 2)</u>	LUMP SUM	\$ <u>25,470⁰⁰</u>
17.3	<u>1,000</u> TN	<u>ALKALINE ADDITION TO POND 2 CELL</u>	\$ <u>20⁰⁰</u> PER TON	\$ <u>32,000⁰⁰</u>
17.4	LUMP SUM	<u>CONSTRUCT BARRIER 3</u>	LUMP SUM	\$ <u>4,500⁰⁰</u>
17.5	<u>150</u> TN	<u>OUTLET SPILLWAYS - CRUSHER RUN</u>	\$ <u>23⁷⁰</u> PER TON	\$ <u>3,555⁰⁰</u>
18.0	<u>6,000</u> LF	<u>SITE TWO FENCING</u>	\$ <u>6⁸⁵</u> PER LF	\$ <u>41,100⁰⁰</u> ^{21/10}
19.0	<u>1,500</u> LF	<u>ELIMINATE DITCH 'B1'</u>	\$ <u>3⁵⁰</u> PER LF	\$ <u>5,250⁰⁰</u>
20.0	<u>10.0</u> AC	<u>REGRADING AND TOPSOILING</u>	\$ <u>2500⁰⁰</u> PER ACRE	\$ <u>25,000⁰⁰</u>
21.0		REVEGETATION (SITE TWO)		
21.1	<u>11.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>120⁰⁰</u> PER ACRE	\$ <u>1,320⁰⁰</u>
21.2	<u>11.0</u> AC	<u>FERTILIZER</u>	\$ <u>900⁰⁰</u> PER ACRE	\$ <u>9,900⁰⁰</u>
21.3	<u>11.0</u> AC	<u>MULCH</u>	\$ <u>710⁰⁰</u> PER ACRE	\$ <u>7,810⁰⁰</u>
21.4	<u>11.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>445⁰⁰</u> PER ACRE	\$ <u>4,895⁰⁰</u>
22.0	<u>2500</u> TN	<u>INCIDENTAL STONE</u>	\$ <u>10⁰⁰</u> PER TN	\$ <u>25,000⁰⁰</u>
		PERMIT TOTAL		\$ <u>668,735⁰⁰</u>

Agency West Virginia Purchasing Division
REQ.P.O# DEP15497

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, (the undersigned, A.L.L. Construction, Inc.
of State Route 93, Mount Storm, WV 26739, as Principal, and Liberty Mutual Insurance Company
of Boston, Massachusetts, a corporation organized and existing under the laws of the State of
Massachusetts with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Buffalo Coal Company, Grant County, West Virginia (DEP15497)

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
27th day of September, 2011

Principal Corporate Seal

A.L.L. Construction, Inc.
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
V.P.
(Title)

Surety Corporate Seal

Liberty Mutual Insurance Company
(Name of Surety)
By: [Signature]
Donna J. Price Attorney-in-Fact
Licensed West Virginia Resident Agent

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.

4625668

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint KIMBERLY L. MILES, DOUGLAS P. TAYLOR, ANDREW K. TEETER, DONNA J. PRICE, JANIS K. PEACOCK, CHRISTOPHER A. MICHEL, PAMELA V. LANHAM, BRADLEY P. BOBERSKY, ALL OF THE CITY OF CHARLESTON, STATE OF WEST VIRGINIA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY-FIVE MILLION AND 00/100 DOLLARS (\$ 25,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 3rd day of June, 2011.



LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of June, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires May 20, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27th day of September, 2011.



By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA

COUNTY OF CORNWALL, TO-WIT:

I, STEVE J. SZARD, after being first duly sworn, depose and state as follows:

- 1. I am an employee of A.L.H. Construction Inc.; and,
(Company Name)
- 2. I do hereby attest that A.L.H. Construction Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

A.L.H. Construction Inc.
(Company Name)

By: Steve J. Szard

Title: Chief Estimator

Date: 10/6/2011

Taken, subscribed and sworn to before me this 6 day of October 2011.

By Commission expires November 19, 2011



Rebecca E. Amtower
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. 15497

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: A.L.C. Construction Inc.

Authorized Signature: Jason Kistner Date: 10/6/2011

State of West Virginia

County of Grant, to-wit:

Taken, subscribed, and sworn to before me this 6 day of October, 2011.

My Commission expires November 19, 2011.

NOTARY PUBLIC Rebecca E. Amtower

