

2022 Dorey St. Ext.
P.O. Box 1027
Clearfield, PA 16830

**Utilities Forestry
Services, Inc.**

RECEIVED
OCT 19 A 11:31
STANDARD DIVISION
STATE OF WY

Fax

To: Dept. of Environmental Protection	From: Donald R. Wendt
Fax: 304-558-3970	Pages: 31
Phone: 304-558-2157	Date:
Re: DEP15535	CC:

Urgent
 For Review
 Please Comment
 Please Reply

● **Comments:**

SEALED BID

BUYER: CB-23

REQ. NO. DEP15535

BID OPENING DATE: 10/19/2011

BID OPENING TIME: 1:30 P.M.

Please confirm if you have not received all 31 pages. My e-mail is tdickson@utilitiesforestry.com.

Thanks,

Terry Dickson



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
DEP15535

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

UTILITIES FORESTRY SERVICES, INC.
 2022 DOREY STREET EXT.
 P.O. BOX 1027
 CLEARFIELD, PA 16830
 tdickson@utilitiesforestry.com

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
08/25/2011				

BID OPENING DATE 10/12/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$265,100.00
RECLAMATION: RESTORATION OF LAND THE WEST VIRGINIA PURCHASING DIVISION, FOR 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 LINN MINING COMPANY, NOW UNDER REVOKED PERMIT NUMBER U-1008-92. THIS SITE CONSISTS OF APPROXIMATELY 6.0 ACRES AND IS LOCATED NEAR LOST CREEK, WV IN HARRISON 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 PRE-BID CONFERENCE SHALL BE HELD ON 09/13/2011 @ 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 I						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald R. Wood</i>	TELEPHONE 814-765-7115	DATE 10/19/2011
TITLE Vice President	PHONE 25-1193213	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
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP15535

PAGE
2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
 UTILITIES FORESTRY SERVICES, INC
 2022 DOREY STREET EXT.
 PO BOX 1027
 CLEARFIELD, PA 16830
 tdickson@utilitiesforestry.com

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
08/25/2011				

BID OPENING DATE: 10/12/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION 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. 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. DIRECTIONS TO PRE-BID: IN HARRISON COUNTY, FROM EXIT 115 OF I-79, TURN EAST ONTO RT 20 AND TRAVEL TO THE SR57 INTERSECTION. STAY RIGHT ON SR20 FOR APPROX. 4 MILES. TURN RIGHT ONTO JOHNSTOWN RD (CR48). TRAVEL APPROX. 3 MILES TO CR52 AND TURN LEFT AND TRAVEL 0.7 MILES AND PASS BY THE CR 52/4 ROAD. TRAVEL STRAIGHT AHEAD TO THE RECLAMATION SITE. 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. EXHIBIT 5 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Ronald R. Wendt</i>	814-765-7115	10/19/2011
TITLE	FEDIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	25-1193213	

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
 DEP15535

PAGE
 3

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
 UTILITIES FORESTRY SERVICES, INC.
 2022 DOREY STREET EXT.
 P.O. BOX 1027
 CLEARFIELD, PA 16830
 tdickson@utilitiesforestry.com

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

DATE PRINTED 08/25/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/12/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	UNIT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 HARRISON 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald R. Wanda</i>	TELEPHONE 814-765-7115	DATE 10/19/2011
TITLE Vice President	FAX 25-1193213	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
 DEP15535

PAGE
 4

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 UTILITIES FORESTRY SERVICES, INC
 2022 DOREY STREET EXT.
 P.O. BOX 1027
 CLEARFIELD, PA 16830
 tdickson@utilitiesforestry.com

SPECIAL

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
08/25/2011				

BID OPENING DATE: 10/12/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald R. Wendt</i>	TELEPHONE 814-765-7115	DATE 10/19/2011
TITLE Vice President	FAX 25-1193213	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: DEP15535

PAGE: 5

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

RFQ COPY

TYPE NAME/ADDRESS HERE
UTILITIES FORESTRY SERVICES, INC.
2022 DOREY STREET EXT.
P.O. BOX 1027
CLEARFIELD, PA 16830
tdickson@utilitiesforestry.com

VENDOR

SHIP TO

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

Table with 5 columns: DATE PRINTED (08/25/2011), TERMS OF SALE, SHIP VIA, FOB, FREIGHT TERMS

BID OPENING DATE: 10/12/2011 BID OPENING TIME: 01:30PM

Main table with columns: LINE, QUANTITY, UOP, CAT NO, ITEM NUMBER, UNIT PRICE, AMOUNT. Contains detailed text regarding contractor license requirements and procurement rules.

Signature block containing SIGNATURE, TITLE (Vice President), FEIN (25-1193213), TELEPHONE (814-765-7115), DATE (10/19/2011), and 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
DEP15535

PAGE
6

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE
	UTILITIES FORESTRY SERVICES, INC.
	2022 DOREY STREET EXT. P.O. BOX 1027 CLEARFIELD, PA 16830
	tdickson@utilitiesforestry.com

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
08/25/2011				
BID OPENING DATE: 10/12/2011		BID OPENING TIME 01:30PM		

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					

SIGNATURE			TELEPHONE		DATE	
<i>Donald R. Tolpelt</i>			814-765-7115		10/19/2011	
TITLE		FEDIN	ADDRESS CHANGES TO BE NOTED ABOVE			
Vice President		25-1193213				

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
DEP15535

PAGE
7

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE
	UTILITIES FORESTRY SERVICES, INC.
	2022 DOREY STREET EXT.
	P.O. BOX 1027
	CLEARFIELD, PA 16830
tdickson@utilitiesforestry.com	

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
08/25/2011				
BID OPENING DATE: 10/12/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				PRODUCTS IF:		
				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,		
				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.		
3.				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.		
				REV. 10/01/01		
				EXHIBIT 7		
				DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS		
				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		

SIGNATURE			TELEPHONE		DATE
<i>Donald K. [Signature]</i>			814-765-7115		10/19/2011
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE			
Vice President	25-1193213				

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
DEP15535

PAGE
8

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

VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE
 UTILITIES FORESTRY SERVICES, INC
 2022 DOREY STREET EXT.
 P.O. BOX 1027
 CLEARFIELD, PA 16830
 tdickson@utilitiesforestry.com

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
08/25/2011				
BID OPENING DATE: 10/12/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Donald R. Isenolt</i>	814-765-7115	10/19/2011
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	25-1193213	

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

REQ NUMBER:
 DEP15535

PAGE:
 9

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

UTILITIES FORESTRY SERVICES, INC.
 2022 DOREY STREET EXT.
 P.O. BOX 1027
 CLEARFIELD, PA 16830
 tdickson@utilitiesforestry.com

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
08/25/2011				
BID OPENING DATE: 10/12/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEMNUMBER	UNITPRICE	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 DEP15535 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.:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Donald R. Wendt</i>	814-765-7115	10/19/2011	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President	25-1193213		

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
DEP15535

PAGE
10

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

RFQ COPY

TYPE NAME/ADDRESS HERE

ROOM 21

UTILITIES FORESTRY SERVICES, INC.
2022 DOREY STREET EXT.
P.O. BOX 1027
CLEARFIELD, PA 16830
tdickson@utilitiesforestry.com

SHIP TO

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

DATE PRINTED 08/25/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/12/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. No.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1	1					
NO. 2						
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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.</p> <p>..... <i>Donald R. Wendt</i> SIGNATURE</p> <p>Utilities Forestry Services, Inc. COMPANY</p> <p>10/19/2011 DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.		
SIGNATURE <i>Donald R. Wendt</i>	TELEPHONE 814-765-7115	DATE 10/19/2011
TITLE Vice President	FEIN 25-1193213	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
DEP15535

PAGE
11

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

RFQ COPY
TYPE NAME/ADDRESS HERE
VENDOR
UTILITIES FORESTRY SERVICES, INC.
2022 DOREY STREET EXT.
P.O. BOX 1027
CLEARFIELD, PA 16830
tdickson@utilitiesforestry.com

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	3.E.O.B.	FREIGHT TERMS
08/25/2011				
BID OPENING DATE: 10/12/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEMNUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION 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.: DEP15535						
BID OPENING DATE: 10/12/2011						
BID OPENING TIME: 1:30 P.M.						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (814) 765-5698						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Donald R. Wendt						

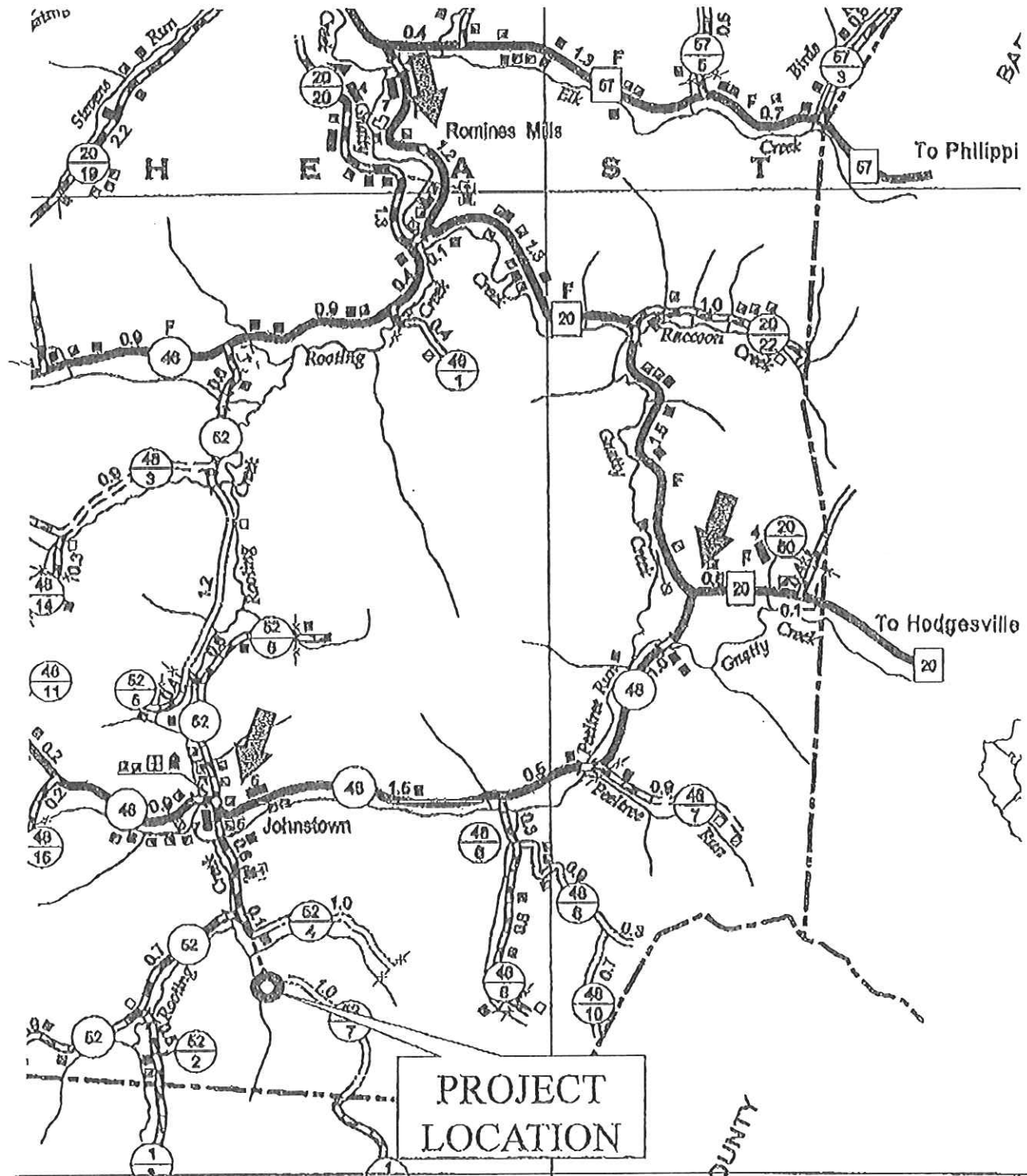
SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Donald R. Wendt</i>	TELEPHONE 814-765-7115	DATE 10/19/2011
TITLE Vice President	FAX 25-1193213	ADDRESS CHANGES TO BE NOTED ABOVE

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

LINN MINING CO. PERMIT #: U-1008-92

CB-23

DEP 15535



**PROJECT
LOCATION**

In Harrison County, from Exit 115 of I-79, turn East onto Rt. 20 and travel to the SR 57 intersection. Stay right (south) on SR 20 for approx. 4.0 miles. Turn right onto Johnstown Road (CR 48). Travel approx. 3.0 miles to CR 52 and turn left and travel 0.7 miles and pass by the CR 52/4 road. Travel straight ahead to the reclamation site.

13

BUYER CB-23	REQ. OR PO NO. DBP 15535
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA
REV. 3-15-10 PURCHASING CONTINUATION SHEET
VENDOR:

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Linn Mining Co., Permit U-1008-92, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If, fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. Project sign is to be obtained and installed.
2. Storm water management shall be in place using bid items 7.0 and 8.0 in described locations prior to any disturbance of materials or earthwork takes place. See Water Quality Control under the General Performance Standards.
3. Concurrent and continuous reclamation shall begin at slip area #1 as shown on the site plan and shall end at slip area #2. Regrading and topsoiling is required for all disturbed areas. Revegetation is required for all disturbed areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work.
5. All bid items specified by ACRE on this project in the Bid Schedule shall require the submittal of a final survey to verify final acreages. This submittal shall include a copy of all field notes, a map to scale in paper and electronic form. The final survey must be conducted under the direct supervision of and certified by a Professional Surveyor or Professional Engineer licensed in the state of West Virginia. Partial payments may be made for estimated acreages that are field verified and agreed upon with the DEP onsite representative. Partial payments may not exceed 75% of bid item prior to final survey. This shall be paid from the Construction Stakeout bid item.
6. It shall be the contractor's responsibility to check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
7. Repair slip area #1 which includes installing a rock toe buttress to stabilize the base. This area also includes a section of the existing access road which was damaged from the slip.
8. Upgrade existing access road in select areas.
9. Construct underdrains and solid HDPE piping in slip area #1 to collect and drain any ground water which may be contributing to the slip.
10. Construct riprap ditches in areas as described at the Pre Bid Conference.
11. Remove a portion of existing fencing, and install temporary fencing at slip area #1 as required to accommodate the landowner's cattle farming with as minimal disruptions as possible during construction.
12. Install new permanent fencing after completion of all work at slip area #1, and remove any temporary fencing as required.

BUYER CB-23	REQ. OR PO NO. DEP 15535
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA
 REV. 3-15-10 PURCHASING CONTINUATION SHEET
 VENDOR:

13. A section of the old haulroad area must be upgraded to accommodate access to the back portion of the permit area (slip area #2). This may require grading and stockpiling of topsoil material, placing limestone for hauling of rock to site, and eventual abandonment of the temporary road section. Regrading of the topsoil will be required, in addition to any enhancement of soils to revegetate the area to pre-disturbed conditions. Soil enhancement shall include amending the area with use of lime, fertilizers, or organic wastes.
14. Construct seep collectors/underdrains in areas as described at the Pre Bid Conference.
15. Repair slip area #2 which includes removing material and proper placement and recompacting of material, shaping and grading. Surface runoff water will be diverted around the slip area with ditching under a separate bid item.
16. Install grass mat ditching above and below slip area #2 along the contour to divert and control surface water.
17. Install riprap ditching down the slopes on either side of slip area #2 to control surface runoff water from the area.
18. Install seep collector/underdrains in areas below slip area #2, and convey water to new portions of riprap ditching. These areas will be shown at the Pre Bid Conference.
19. Reclaim the temporary access road after all work is completed on the back portion of the permit.
20. Vegetative all disturbed areas with seed, lime, fertilizer, and mulch.
21. Any other site specific items required, or discussed at the Pre Bid Conference.

I, David B. McCoy, the undersigned, hereby certify ¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.

David B. McCoy



Date: 8-2-2011

Registered Professional Engineer WV No. 14375

¹ The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

UTILITIES FORESTRY SERVICES, INC.
 2022 DOREY STREET EXT.
 P.O. BOX 1027
 CLEARFIELD, PA 16830
 tdickson@utilitiesforestry.com

1.5

BUYER CB-23	REQ. OR PO NO. DEP 15535
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA
 REV. 3-15-10 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: LINN MINING CO.				
PERMIT NUMBER(S): U-1008-92				
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	\$ 000.00
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ 1000.00
3.0	600 LF	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ 12.00 PER LF	\$ 7200.00
3.1	600 LF	<u>ENGINEERING SEPARATION FABRIC FOR ROAD UPGRADE</u>	\$ 17.00 PER LF	\$ 10,200.00
3.2	400 TON	<u>INCIDENTAL STONE</u>	\$ 35.00 PER TON	\$ 14,000.00
4.0	6 AC	<u>REGRADING AND TOPSOILING</u>	\$1200.00 PER ACRE	\$ 7200.00
5.0	6 AC	<u>REVEGETATION</u>	\$3000.00 PER ACRE	\$ 18000.00
6.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid)	LUMP SUM	\$ 6000.00
7.0	2 BA	<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</u>	\$ 450.00 PER BA	\$ 900.00
8.0	1000 LF	<u>STORMWATER MANAGEMENT - SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ 3.00 PER LF	\$ 3000.00
9.0	600 LF	<u>RIPRAP V- DITCH</u>	\$ 25.00 PER LF	\$ 15000.00
10.0	600 LF	<u>RIPRAP TRAPEZOIDAL DITCH</u>	\$ 32.00 PER LF	\$ 19200.00
11.0	1000 LF	<u>GRASS MAT DITCH</u>	\$ 5.00 PER LF	\$ 5000.00
12.0	600 LF	<u>UNDERDRAIN/SEEP COLLECTOR</u>	\$ 60.00 PER LF	\$ 36000.00
13.0	400 LF	<u>12 INCH SOLID HDPE PIPE</u>	\$ 38.00 PER LF	\$ 15200.00
14.0	LUMP SUM	<u>SLIP AREA #1 REPAIR</u>	LUMP SUM	\$ 50000.00

UTILITIES FORESTRY SERVICES, INC.
 2022 DOREY STREET EXT.
 P.O. BOX 1027
 CLEARFIELD, PA 16830

tdickson@utilitiesforestry.com

BUYER CB-23	REQ. OR PO NO. DEP 15535
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA
 REV. 3-15-10 PURCHASING CONTINUATION SHEET
 VENDOR:

15.0	LUMP SUM	<u>SLIP AREA #2 REPAIR</u>	LUMP SUM	\$25000.00
16.0	1 AC	<u>RECLAIM TEMPORARY HAULROAD</u>	\$ 3700.00 PER ACRE	\$ 3700.00
17.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
18.0	1000 LF	<u>FENCE</u>	\$ 12.00 PER LF	\$ 12000.00
19.0	3000 LF	<u>TEMPORARY FENCE</u>	\$ 3.50 PER LF	\$ 10500.00
TOTAL PERMIT U-1008-92				\$ 265,100.00

Agency _____ 58
REQ.P.O# _____

BID BOND

KNOW ALL MEN (BY THESE PRESENTS, That we, the undersigned, Utilities Forestry Services, Inc.
of PO Box 1027, Clearfield, PA 16830, as Principal, and West American Insurance Company
of Harrisburg, PA 17110, a corporation organized and existing under the laws of the State of Indiana
with its principal office in the City of Harrisburg, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees in the penal sum of 5% of the amount bids 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
Requisition Number DEP 15535
Linn Mining Company, Near Lost Creek, WV Harrison County

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 Obligees 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 19th day of October, 2011.

Principal Corporate Seal

Utilities Forestry Services, Inc.
(Name of Principal)

By Donald R. Winkler
(Must be President or Vice President)

Vice President
(Title)

Surety Corporate Seal

West American Insurance Company
(Name of Surety)

Kevin D. McMillen
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

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

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 38-923

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: David P. Caldwell, Arvid R. Nelson, Kevin D. Mc Millen, Randall L. Lemmo, Sue A. Fowler or Scott E. Burns of Bradford and/or Clearfield and/or Clarion and/or Smethport, Pennsylvania its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TEN MILLION (\$10,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 22nd day of September, 2005.



Sam Lawrence

Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 22nd day of September, 2005 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

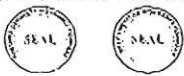
This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 19th day of October, 2011



Mark E. Schmidt

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 1-513-867-3471 between 9:00 am and 4:30 pm EST on any business day.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RF# (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice
President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the
Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
(C) of (D), (E)
as Principal, and (F) of (G),
(H) a corporation organized and existing under the laws
of the State of (I) with its principal office in the City of
(J), as Surety, are held and firmly bound unto The State
of West Virginia, as Oblige, in the penal sum of (K)
(\$ (L)) 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 (M)

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 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 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 hereto and these presents to be signed by their proper officers,
this (N) day of (O), 20 (P)

NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

Principal Corporate Seal

(R)

(Q)
(Name of Principal)
By (S)
(Must be President or
Vice President)
(T)
Title

Surety Corporate Seal

(U)

(V)
(Name of Surety)

(W)
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.

RFQ No. DEP 15535 61

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: Utilities Forestry Services, Inc.

Authorized Signature: *Donald R. Wendt* Date: Oct. 19, 2011

State of Pennsylvania

County of Clearfield, to-wit:

Taken, subscribed, and sworn to before me this 19 day of October, 2011.

My Commission expires November 15, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC

Tony L. Dickson
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Tony L. Dickson, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Nov. 15, 2012
Member, Pennsylvania Association of Notaries



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

STATE OF Pennsylvanian

COUNTY OF Clearfield, TO-WIT:

I, Donald R. Wendt, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Utilities Forestry Services, Inc.,
(Company Name)
- 2. I do hereby attest that Utilities Forestry Services, 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.

Utilities Forestry Services, Inc.
(Company Name)

By: Donald R. Wendt

Title: Vice-President

Date: 10/19/2011

Taken, subscribed and sworn to before me this 19th day of October.

By Commission expires November 15, 2012

(Seal)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Terry J. Dickson, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Nov. 15, 2012

Terry J. Dickson
(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.



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

Request for Quotation

BFO NUMBER
DEP15535

PAGE
1

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

V
E
N
D
O
R

*225133819 814-765-7115
UTILITIES FORESTRY SRVS INC
PO BOX 1027
2922 DOREY ST EXT
CLEARFIELD PA 16830

S
H
I
P
T
O

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
09/30/2011				

BID OPENING DATE: 10/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO.01 *****						
ADDENDUM ISSUED FOR THE LINN MINING LAND RECLAMATION PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 09/13/11.						
BID OPENING DATE & TIME HAVE CHANGED TO 10/19/11 AT 1:30 PM TO ALLOW FOR BIDDER RESPONSE.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald R. Wersch</i>	TELEPHONE 814-765-7115	DATE 10/19/2011
TITLE Vice President	FEIN 25-1193213	ADDRESS CHANGES TO BE NOTED ABOVE

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

**Addendum #1 - Questions During Pre-Bid Conference
For DEP 15535
Linn Mining Co.
Permit # U-1008-92**

The following questions were identified at the Pre Bid Conference (PBC). The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

CLARIFICATION: Bid Item 18.0 "Fencing" shall change from a standard farm field woven wire and barbed wire to three strands of high tensile smooth wire galvanized 12.5 gage, Class 3. Vertical spacing on the high tensile wire shall be 1.5 feet above ground line for 1st row, then 1 feet above 1st row for the 2nd row, and 1 feet above 2nd row for the 3rd row. Each strand and each continuous run of wire shall have an in-line strainer/tightener. Each line shall be fitted with a black plastic line fin tube insulator when attached to a line post. The ends of the lines shall be fitted with white glass reinforced polyester hi-tensile insulators for end posts or corners. All connections and splices shall be crimped with a crimping tool for 12.5 gage slicing sleeves. All of the wooden post spacing and ends are the same as in the original specifications.

- 1.) Q. Is all of the underdrain pipe HPDE type?
A. No, the perforated pipe within the underdrain is SDR 35 PVC type, and the solid pipe conveying water away from the site is HDPE type.
- 2.) Q. (At Site 1 Slip Area) What if the slip area moves again (after repairs by contractor)?
A. The contractor will be under the standard one year warranty for each bid item and the contract.
- 3.) Q. Do you have any kind of yardage figure on the slides?
A. No, the contractor shall figure the cubic yards of material that need to be removed and replaced on each slip repair and include on each lump sum bid item.
- 4.) Q. Do you have measurements on the rock toe buttress (Slip Area #1)?
A. Yes, under Bid Item 14.0 Slip Area #1 Repair and page 14, the approximate dimensions of the rock buttress shall be 4 to 6 feet thick by 8 feet in height and 600 feet in length.
- 5.) Q. To clarify on the slip areas, if we build exactly what you tell us to, and you have a year warranty on that, and you release us of that, are you going to make us come back in at our expense and fix that slip again if it blows out... or are you going to pay for that work?
A. If the slip is repaired in accordance with the specifications, and accepted by the DEP, then, no you would not have to come back for additional repairs. **Clarification:** Any material excavated with excessive moisture shall be blended or dried before replacing in order to properly recompact. The underdrain installation must be approved by DEP prior to covering. The keyway of the rock toe buttress into original ground must be approved by DEP prior to placement of rock. All approvals and verification of rock installed with weight tickets on buttress rock submitted with payment of lump sum bid item.
- 6.) Q. Does the rock buttress go the whole length of the slide?

**Addendum #1 - Questions During Pre-Bid Conference
For DEP 15535
Linn Mining Co.
Permit # U-1008-92**

- A. Yes, for Slip Area #1, the approximate length of the slide should be no more than 600 feet.
- 7.) Q. If the slide is more than 600 feet in length, and we do more work outside of that area, will we get paid for it?
A. At time of construction, if there is more than 600 feet in length of a slip to repair, we may negotiate for additional payment for extra repairs at Slip Area #1.
- 8.) Q. Do you have a place to stockpile excavated material?
A. Yes, areas shall be designated on either side of the slip area #1, but shall not extend below the creek or on the other side of the creek. Any areas for which materials are temporarily placed must be regraded and temporary fence cattle out of the area. **Clarification:** As material is regraded along the existing road, all low areas in the road and roadside ditch shall be filled in to have a constant slope and shall drain all water out of roadside ditch.
- 9.) Q. Will the underdrains go under the existing ditch at the road?
A. The exact placement of the underdrain is unknown until the area is excavated to find the source of groundwater, but it is most likely on the upper side of the slip area at the roadway.
- 10.) Q. The landowner has high tensile fence and you are using woven wire fencing?
A. We will replace the woven wire specification with three strands of high tensile smooth wire. See Clarification above.
- 11.) Q. If we use the alternative haulroad to get to the Slip Area #2, can we use the incidental stone item?
A. Yes, we may need to add stone on portions of that road.
- 12.) Q. Is that road gated off?
A. Landowner said yes, but there is no lock on it.
- 13.) Q. (At Slip Area #2) If we have to put a road in here, do we leave it...or do we have to take out?
A. Take it out, when regrading area of the road, it must have positive drainage toward the downhill side.
- 14.) Q. Do we have to regrade area to left of main slip (looking at the slip area#2)?
A. Some minor regrading may be needed on small bulge to the left of main slip area #2.
- 15.) Q. How far do you want to go in the woods above existing highwall slip area #2 for the ditch?
A. Just minimal amount or far enough to install grass mat ditch to achieve drainage along contour.
- 16.) Q. Would like you give details of how to fix slip area #2?
A. Read Item 15.0 in specifications, you must install ditch above slip first, then area of slip must be over excavated, and then regraded in compacted lifts (no more than one foot thick). **Clarification:** Any material excavated with excessive moisture shall be blended or dried before replacing in order to properly recompact.

**Addendum #1 - Questions During Pre-Bid Conference
For DEP 15535
Linn Mining Co.
Permit # U-1008-92**

4

- 17.) Q. Where does the alternative haulroad come in at?
A. At top of strip bench as we first get up on bench at Slip Area #2.
- 18.) Q. Are there any gas lines up here (at Slip Area #2)?
A. No, not any that we know of, but contractor is responsible to check prior to disturbing area.

Page 1 of 3

Date: 09/13/11

SIGN IN SHEET

DEP # 15535

PLEASE PRINT

*PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Collins Building & Contracting Inc</u>	<u>3406 Cedar Rd</u>	PHONE <u>304-745-3521</u>
Rep: <u>Roger L. Collins Jr.</u>	<u>Fleetwood, WV</u>	TOLL FREE
Email Address: <u>Collins Building & Contracting Inc</u>	<u>26621</u>	FAX <u>304-745-3521</u>
Company: <u>Stanley Industries Inc.</u>	<u>7 Maple Lake</u>	PHONE <u>304-842-8566</u>
Rep: <u>Junior Stanley</u>	<u>Bridgeport WV</u>	TOLL FREE
Email Address: <u>gstanley@ma.rr.com</u>	<u>26330</u>	FAX <u>304-842-6808</u>
Company: <u>JF ALLEN CO</u>	<u>PO BOX 2049</u>	PHONE <u>304 472 8890</u>
Rep: <u>JAMES ALLEN</u>	<u>Buckhannon WV</u>	TOLL FREE
Email Address: <u>JAMES.ALLEN@JFALLENCO.COM</u>	<u>26201</u>	FAX <u>304 472 8897</u>
Company: <u>Green Mt. Co</u>	<u>511 50th St</u>	PHONE <u>304 925-0255</u>
Rep: <u>Red Clay</u>	<u>Charleston WV 25304</u>	TOLL FREE
Email Address: <u>GMTK@GMCWV.COM</u>		FAX <u>304-925-9230</u>
Company: <u>DC-1 SHIRTS</u>	<u>125 E Box</u>	PHONE <u>304-673-9398</u>
Rep: <u>Robert Conterby</u>	<u>Shaw Fork WV</u>	TOLL FREE
Email Address: <u>Rob. Conterby @ Lmail.com</u>		FAX <u>304-673-9037</u>

Page 2 of 3
Date: 09/13/11

SIGN IN SHEET
PLEASE PRINT

DEP # 15535

*PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>LIME DOSER CONSULTING</u>	<u>P.O. BOX 2184</u>	PHONE <u>304-782-1037</u>
Rep: <u>DONALD L. STAMM</u>	<u>Clarksburg, WV 26302</u>	TOLL FREE <u>304-669-8616</u>
Email Address: <u>INFO@LIMEDOSER.COM</u>		FAX _____
Company: <u>Pinedale Paving & Excavation Inc</u>	<u>Box 1290</u>	PHONE <u>304-732-8303</u>
Rep: <u>MIKE BEADFOR</u>	<u>Pinedale W.V. 24874</u>	TOLL FREE _____
Email Address: <u>Tony R.P.I.@aol.com</u>		FAX <u>304-732-7855</u>
Company: <u>EAGLE EXCAVATION INC.</u>	<u>P.O. BOX 218</u>	PHONE <u>(304) 372-4378</u>
Rep: <u>GEORGE FRESHOUR</u>	<u>KENNA, W.V.</u>	TOLL FREE _____
Email Address: <u>ADN6</u>	<u>25248</u>	FAX <u>(304) 372-4378</u>
Company: <u>Breakaway Inc.</u>	<u>R75 Old Turnpike Rd</u>	PHONE <u>765-5317</u>
Rep: <u>Doug Vincent</u>	<u>Sutton WV 26601</u>	TOLL FREE _____
Email Address: <u>doug@breakawaywv.com</u>		FAX <u>765-5389</u>
Company: <u>Utilitiss Forestry Services</u>	<u>P.O. Box 1027</u>	PHONE <u>412-874-0072</u>
Rep: <u>Don Iskandt</u>	<u>Clearfield, PA 16830</u>	TOLL FREE <u>1-800-893-5788</u>
Email Address: _____		FAX <u>814-765-5698</u>

Page 3 of 3
Date: 09/13/11

SIGN IN SHEET

PLEASE PRINT

DEP # 15535

*PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME

Company: <u>ESTRUC AROUND</u>	<u>PO BOX 4108</u>	<u>PHONE 304-414-0255</u>
Rep: <u>Ann Warrnell</u>	<u>CHARLESTON, WV</u>	TOLL FREE
Email Address: <u>easternarrow@hotmail.com</u>	<u>25364</u>	FAX <u>304-414-0256</u>
Company: <u>Laubert Excavation</u>	<u>PO Box 86</u>	<u>PHONE 304-636-0211</u>
Rep: <u>Joseph Lambert</u>	<u>Bowden WV</u>	TOLL FREE
Email Address: <u>Joespoortsmer@yahoo.com</u>	<u>26254</u>	FAX
Company: <u>BARNES EXC. INC.</u>	<u>P.O. BOX 13384</u>	<u>PHONE 304-984-1725</u>
Rep: <u>Robert Barnes</u>	<u>Sissonville</u>	TOLL FREE
Email Address: <u>BARNES EXCAVATION</u>	<u>WV 25360</u>	FAX <u>304-984-0074</u>
Company: <u>Aspen Corporation</u>	<u>2400 Riber Drive</u>	<u>PHONE 304-763-4573</u>
Rep: <u>Ashley Atkins</u>	<u>Daniels WV 25832</u>	TOLL FREE
Email Address: <u>jadkins@aspen-golf.com</u>		FAX <u>304-763-4591</u>
Company: <u>WV DEP</u>		PHONE
Rep: <u>David McLoary</u>	<u>9-13-11</u>	TOLL FREE
Email Address:		FAX



AVS OFT Report - 8/18/2011 4:50:02 PM

All OFT's where the selected entity is listed as an entity or related entity

Entity Selected (143760) Utilities Forestry Services Inc

Parent Entity	Description	Related Entity	% Ownership	Begin Date	End Date
(143760) Utilities Forestry Services Inc	Director	(143761) Steven J Larson		3/1/1996	
(143760) Utilities Forestry Services Inc	President	(143761) Steven J Larson		3/1/1996	
(143760) Utilities Forestry Services Inc	Shareholder	(143761) Steven J Larson	33%	9/15/2008	
(143760) Utilities Forestry Services Inc	Shareholder	(143762) Paul B Wawrynowic	33%	9/15/2008	
(143760) Utilities Forestry Services Inc	Director	(143762) Paul B Wawrynowic		3/1/1996	
(143760) Utilities Forestry Services Inc	Secretary	(143762) Paul B Wawrynowic		3/1/1996	
(143760) Utilities Forestry Services Inc	Treasurer	(143762) Paul B Wawrynowic		2/10/2005	
(143760) Utilities Forestry Services Inc	Vice President	(143762) Paul B Wawrynowic		3/1/1996	
(143760) Utilities Forestry Services Inc	Director	(143765) Donald R Wendt		3/1/1996	
(143760) Utilities Forestry Services Inc	Vice President	(143765) Donald R Wendt		3/1/1996	
(143760) Utilities Forestry Services Inc	Shareholder	(143765) Donald R Wendt	33%	9/15/2008	
(143760) Utilities Forestry Services Inc	Shareholder	(143763) Frank J Wawrynowic		3/1/1996	
(143760) Utilities Forestry Services Inc	Shareholder	(143763) Frank J Wawrynowic	10%	7/9/1968	
(143760) Utilities Forestry Services Inc	Treasurer	(143763) Frank J Wawrynowic		3/1/1996	
(143760) Utilities Forestry Services Inc	Shareholder	(143764) Patrick A Bergum		3/1/1996	
(143760) Utilities Forestry Services Inc	Shareholder	(143764) Patrick A Bergum	22%	5/16/1989	
(143760) Utilities Forestry Services Inc	Shareholder	(143761) Steven J Larson	22%	3/17/1983	
(143760) Utilities Forestry Services Inc	Shareholder	(143762) Paul B Wawrynowic	22%	3/16/1981	
(143760) Utilities Forestry Services Inc	Shareholder	(143765) Donald R Wendt	22%	6/20/1985	
(143760) Utilities Forestry Services Inc	Shareholder	(143764) Patrick A Bergum	25%	8/6/2005	
(143760) Utilities Forestry Services Inc	Vice President	(143764) Patrick A Bergum		3/1/1996	
(143760) Utilities Forestry Services Inc	Director	(143764) Patrick A Bergum		3/1/1996	
(143760) Utilities Forestry Services Inc	Shareholder	(143761) Steven J Larson	25%	8/6/2005	
(143760) Utilities Forestry Services Inc	Shareholder	(143762) Paul B Wawrynowic	25%	8/6/2005	
(143760) Utilities Forestry Services Inc	Shareholder	(143765) Donald R Wendt	25%	8/6/2005	