



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

**Utilities Forestry  
Services, Inc.**

RECEIVED

23 NOV 17 P 12:02

ENVIRONMENTAL DIVISION  
STATE OF WY

**Fax**

**To:** Dept. of Environmental Protection      **From:** Donald R. Wendt

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**Fax:** 304-558-3970      **Pages:** 29 + coversheet

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**Phone:** 304-558-2157      **Date:** 11/17/2011

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**Re:** DEP15554      **CC:**

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**Urgent**       **For Review**       **Please Comment**       **Please Reply**

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• **Comments:**

**SEALED BID**

**BUYER:** CB-23

**REQ. NO.** DEP15554

**BID OPENING DATE:** 11/17/2011

**BID OPENING TIME:** 1:30 P.M.

Please confirm if you have not received all 31 pages. My e-mail is [tdickson@utilitiesforestry.com](mailto: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
DEP15554

PAGE
1

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

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

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/09/2011				
BID OPENING DATE		BID OPENING TIME		
10/25/2011		01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$333,015.00
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 TO AWARD A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF CLEARWATER CONSTRUCTION, LLC, NOW UNDER REVOKED PERMIT NUMBER(S) S-3016-99.  THIS SITE CONSISTS OF APPROXIMATELY 33.0 ACRES AND IS LOCATED NEAR GLEN JEAN, WV IN FAYETTE 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 09/28/2011 @ 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	TELEPHONE	DATE
<i>Donald B. Aden</i>	814-765-8115	11/17/2011
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'

**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](http://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:  
 DEP15554

PAGE:  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 CHUCK BOWMAN  
 304-658-2157

VENDOR

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

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/09/2011				

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

LINE	QUANTITY	UOP	CAT. 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: FROM THE GLEN JEAN EXIT OF U.S. RT. 19, TRAVEL 0.6 MILE ON U.S. RT. 19 SOUTH. TURN RIGHT ONTO ROUTE 21/5 (SUN MINE ROAD). TRAVEL APPROXIMATELY 0.7 MILE TO RED AMERICAN ELECTRIC POWER GATE. 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 SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D,						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Donald R. Wendt* TELEPHONE: 814-765-7115 DATE: 11/17/2011

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 <b>DEP15554</b>
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PAGE <b>3</b>
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ADDRESS CORRESPONDENCE TO ATTENTION OF: <b>CHUCK BOWMAN          304-558-2157</b>
--

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

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911

DATE PRINTED <b>09/09/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/25/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	QTY NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.		
				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.		
				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.		
				WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR FAYETTE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)		
				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.		
				WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.		
				ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:		
				(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF		

SIGNATURE <i>Donald R. Wendt</i>			TELEPHONE 814-765-7115	DATE 11/17/2011
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
DEP15554

PAGE
4

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

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

ENVIRONMENTAL PROTECTION
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116 INDUSTRIAL DRIVE
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304-465-1911

Table with columns: DATE PRINTED (09/09/2011), TERMS OF SALE, SHIRVIA, F.O.B., FREIGHT TERMS.

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

Main bid table with columns: LINE, QUANTITY, UOP, CAT NO, ITEM NUMBER, UNIT PRICE, AMOUNT. Contains detailed insurance and bonding requirements.

SIGNATURE: [Signature] TELEPHONE: 814-765-7115 DATE: 11/17/2011
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  
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**Request for Quotation**

RFQ NUMBER
DEP15554

PAGE
5

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

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

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

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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: UTILITIES FORESTRY SERVICES, INC.                  CONTRACTORS LICENSE NO.: WV.000605.....</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>Donald Dickson</i>	814-765-7115	11/17/2011
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'



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**Request for Quotation**

RFQ NUMBER  
 DEP15554

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

**RFQ COPY**

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

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

LINE	QUANTITY	UOP	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 IN THIS CONTRACT,						
A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION 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, OR 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 PRODUCTS IF:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald R. Ward</i>	TELEPHONE 814-765-7115	DATE 11/17/2011
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  
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### Request for Quotation

RFQ NUMBER  
**DEP15554**

PAGE  
**7**

ADDRESS CORRESPONDENCE (GIVEN ATTENTION OF)  
**CHUCK BOWMAN**  
**304-558-2157**

RFQ COPY

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

**ENVIRONMENTAL PROTECTION**  
**DEPT. OF**  
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>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.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; 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. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald R. Wendt</i>	TELEPHONE 814-765-7115	DATE 11/17/2011
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  
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 2019 Washington Street East  
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**Request for Quotation**

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 8

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 CHUCK BOWMAN  
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 2022 DOREY ST. EXT  
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BID OPENING DATE: 10/25/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Donald A. Wanda* TELEPHONE: 814-765-7115 DATE: 11/17/2011

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  
 DEP15554

PAGE  
 9

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911

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

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

LINE	QUANTITY	UOP	GAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald R. Wood</i>	TELEPHONE 814-765-7115	DATE 11/17/2011
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:  
 DEP15554

PAGE:  
 10

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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

SHIP TO ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/09/2011				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1		X				
NO. 2		X				
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.

... *Donald R. Wendt* ... SIGNATURE  
 ... UTILITIES FORESTRY SERVICES, INC COMPANY  
 ... 11/17/2011 ... DATE

REV. 11/96

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 BUILDING 15

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Donald R. Wendt</i>	TELEPHONE 814-765-7115	DATE 11/17/2011	
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  
**DEP15554**

PAGE  
**11**

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

RFQ COPY

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

ENVIRONMENTAL PROTECTION  
DEPT. OF  
OFFICE OF SPECIAL RECLAMATION  
116 INDUSTRIAL DRIVE  
OAK HILL, WV  
25901 304-465-1911

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

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP15554</p> <p>BID OPENING DATE: 10/25/2011</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (814) 765-5698</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Donald R. Wendt</p>						
***** THIS IS THE END OF RFQ DEP15554 ***** TOTAL:						\$333,015.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald R. Wendt</i>	TELEPHONE 814-765-7115	DATE 11/17/2011
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'

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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 DEP15554
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
PERMIT NAME: <u>Clearwater Construction, LLC.</u> PERMIT NUMBER(S): <u>S-3016-99</u>				
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	\$ 7,200.
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ 1,000.
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 7,200.
4.0	500 TON	<u>INCIDENTAL STONE</u> (Outside of Corporate limits)	\$ 31.00 PER TON	\$ 15,500.
5.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ 104,040.
6.0	60 LF	<u>48" HDPE CULVERTS</u>	\$ 100. PER LF	\$ 6,000.
<b>REGRADING AND TOPSOILING</b>				
7.1	28.5 AC	<u>REGRADING AND TOPSOILING</u> (Outside of Corporate limits)	\$ 1,500 PER AC	\$ 42,750.
7.2	2.5 AC	<u>REGRADING AND TOPSOILING</u> (Within Corporate Limits)	\$ 1,650. PER AC	\$ 4,125.
8.0	28.5 AC	<u>REVEGETATION</u> (Outside Corporate Limits)	\$ 2,300. PER AC	\$ 65,550.
9.0	4.5 AC	<u>REVEGETATION</u> (Within Corporate Limits)	\$ 2,500. PER AC	\$ 11,250.

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. DEP15554
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
10.0		<u>CONSTRUCTION STAKEOUT</u>		
10.1	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 2.5% Total Bid) (Outside Corporate Limits)	LUMP SUM	\$ 7,000.
10.2	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 2.5% Total Bid) (Within Corporate Limits)	LUMP SUM	\$ 1,050.
11.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
11.1	LUMP SUM	<u>POND 1 REMOVAL</u>	LUMP SUM	\$ 8,700.
12.0		<u>SILT FENCE AND HAYBALE DIKE</u>		
12.1	7,400 LF	<u>SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF) (Outside Corporate Limits)	\$ 3.50 PER LF	\$ 25,900.
12.2	1,000 LF	<u>SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF) (Within Corporate Limits)	\$ 3.85 PER LF	\$ 3,850.
13.0		<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</u>		
13.1	20 EA	<u>SEDIMENT CONTROL SUMP</u> (Outside Corporate Limits)	\$ 150.00 PER EA	\$ 3,000.
13.2	6 EA	<u>SEDIMENT CONTROL SUMP</u> (Within Corporate Limits)	\$ 150. PER EA	\$ 900.
14.0		<u>RIPRAP DITCH</u>		
14.1	200 LF	<u>DITCH 1</u>	\$ 75. PER LF	\$ 15,000.

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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. DEP15554
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
16.0		<u>ROAD ABANDONMENT</u>		
16.1	LUMP SUM	<u>ROAD ABANDONMENT (Within Corporate Limits)</u>	LUMP SUM	\$ 3,000.
		<u>TOTAL PERMIT S-3016-99</u>		\$333,015.





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

STATE OF Pennsylvania

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; and,  
(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: 11/17/2011

Taken, subscribed and sworn to before me this 17th day of November, 2011

By Commission expires November 15, 2012

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

Terry L. 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.**

RFQ No. DEPL5554

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 owned 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 instrumentally established by a county or municipality; any separate corporation or instrumentally 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: 11/17/2011

State of Pennsylvania

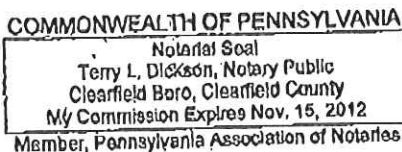
County of Clearfield, to-wit:

Taken, subscribed, and sworn to before me this 17 day of November 20 11

My Commission expires November 15, 20 12

AFFIX SEAL HERE

NOTARY PUBLIC *Terry L. Dickson*



Agency \_\_\_\_\_ 48  
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 Fairfield, OH, 45014, a corporation organized and existing under the laws of the State of Indiana  
with its principal office in the City of Ohio, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of 5% of the amount bid 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 15554  
Clearwater Construction, LLC, Near Glen Jean, WV Fayette 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 Oblige 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  
17th day of November, 2011.

Principal Corporate Seal

Utilities Forestry Services, Inc.  
(Name of Principal)

By *Ronald R. Windt*  
(Must be President or Vice President)

Vice President  
(Title)

Surety Corporate Seal

West American Insurance Company  
(Name of Surety)

*[Signature]*  
Attorney-in-Fact

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 herunto 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 herunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

*Ceryl 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

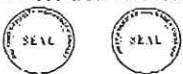
This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

**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 herunto set my hand and the seals of the Companies this 17th day of November, 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.





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
DEP15554

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF.
GUY NISBET 304-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/24/2011				

BID OPENING DATE: 11/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				BID OPENING DATE CHANGED		
				FROM: 10/25/11 @1:30 P.M.		
				TO: 11/17/11 @1:30 P.M.		
				NO OTHER CHANGES		
0001	1	JB		962-73		
				RECLAMATION; RESTORATION OF LAND		
***** THIS IS THE END OF RFQ DEP15554 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Donald R. Wendt</i>	814-765-7115	11/17/2011
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'

## 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](http://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.
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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
DEP15554

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-8802

VENDOR

\*225133819  
 Utilities Forestry Services  
 Attn: Don Wendt  
 PO Box 1027  
 Clearfield, PA. 16830

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911

DATE PRINTED 10/31/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/17/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				ADDENDUM ISSUED FOR THE "CLEARWATER CONSTRUCTION, LLC" PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q&A'S AS A RESULT OF THE MANDATORY PRE-BID MEETING ON 09/28/2011.		
				BID OPENING DATE REMAINS 11/17/11 AT 1:30PM AS CHANGED IN ADDENDUM NO.1.		
				END OF ADDENDUM NO. 2		
001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND		
				***** THIS IS THE END OF RFQ DEP15554 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald R. Wendt</i>	TELEPHONE 814-765-7115	DATE 11/17/2011
TITLE Vice-President	FEIN 25-1193213	ADDRESS CHANGES TO BE NOTED ABOVE

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Page 1 of 3  
Date: 09-28-2011

**SIGN IN SHEET**

**Request for Proposal No. DEP15554**  
CLEARWATER CONSTRUCTION, LLC. (S-3016-99)

PLEASE PRINT

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

TELEPHONE & FAX  
NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: <u>Ester &amp; Arrow</u> Rep: <u>Jay R Wardwell</u> Email Address: _____	<u>Charleston WV</u>	<u>304 414 0255</u>	
Company: <u>BARNES EXC. INC.</u> Rep: <u>Robert Barnes</u> Email Address: <u>BARNES EXC@AOL.COM</u>	<u>P.O. Box 13384</u> <u>Sissonville</u> <u>WV 25360</u>	<u>PHONE 304-984-1725</u> <u>TOLL FREE</u>	<u>FAX 304-984-0074</u>
Company: <u>Carpenter Reclamation</u> Rep: <u>Mike Carpenter</u> Email Address: <u>RCARPEN127@AOL.COM</u>	<u>P.O. Box 13015</u> <u>Sissonville, WV 25360</u>	<u>PHONE 304-543-1786</u> <u>TOLL FREE 304-984-1115</u>	<u>FAX 304-984-8770</u>
Company: <u>RBS INC</u> Rep: <u>J.K. ROSE</u> Email Address: <u>WVIONCONCRETE@FRATTEL.NET</u>	<u>PO Box 198</u> <u>MAXWELTON, WV</u> <u>24957</u>	<u>PHONE 304-991-3800</u> <u>TOLL FREE</u>	<u>FAX 304-497-3802</u>
Company: <u>COWGILL LP INC</u> Rep: <u>DENNIS C. ELSON</u> Email Address: <u>PCS-COWGILL@E.SCORP.NET</u>	<u>P.O. Box 243</u> <u>SIMPSON WV</u> <u>26435</u>	<u>PHONE 304-789-4377</u> <u>TOLL FREE</u>	<u>FAX 304-759-4901</u>

Page 2 of 3

Date: 09-28-2011

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Request for Proposal No. DEP15554  
CLEARWATER CONSTRUCTION, LLC. (S-3016-99)

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TELEPHONE & FAX  
NUMBERS

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Pineville Paving Rep: Johnny Riffe Email Address: Kobbpico@aol.com	P.O. box 1290 Pineville WV 24874	PHONE 304 832 8303 TOLL FREE FAX 304 732 7855
Company: Ryder Contracting Inc Rep: Thom Ryder Email Address: rydercontractinginc@attlink.net	PK 82 Box 199 Martinton WV 24854	PHONE 304-799-4488 TOLL FREE FAX
Company: GREEN MOUNTAIN CONCRETE Rep: Duffin Bumpner Email Address: Duffin722@charter.com	511 50th ST Lakeside WV 25304	PHONE 304 9 250253 TOLL FREE FAX 425 9230
Company: Collins Building & Contracting Inc Rep: Roy & Collins Jr Email Address: Collins-Building-C-Engineering	7306 rocky rd Glenns, WV 26027	PHONE 304-765-3521 TOLL FREE FAX 304-765-3521
Company: Aspa Corporation Rep: Ashley Atkins Email Address: jacksonspaspa@gott.com	2400 R.R. Drive Denials WV 25882	PHONE 304-763-4573 TOLL FREE FAX 304-763-4591

Page 3 of 3  
Date: 09-28-2011

**SIGN IN SHEET**

Request for Proposal No. DEP15554  
CLEARWATER CONSTRUCTION, LLC. (S-3016-99)

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

TELEPHONE & FAX  
NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE	TOLL FREE	FAX
Company: GOPHER LAND SERVICES	P.O. Box 194 BEAVER WV 25813	PHONE 304 860 1909	TOLL FREE	FAX 304 860 1909
Rep: MIKE ROSE				
Email Address: mrose@suddenlink.net				
Company: ALL CONSTRUCTORS INC.	P.O. Box 232	PHONE 304 693-2131	TOLL FREE	FAX 304 693-2131
Rep: STEVE STARR	Mr. Starr, WV 26139			
Email Address: all.estimators@frontier.com				
Company: Utilities Forestry Services	P.O. Box 1021	PHONE 412-874-0072	TOLL FREE	FAX 412-874-0072
Rep: Dan Lickert	Clearfield, PA 16830			
Email Address:				
Company:				
Rep:				
Email Address:				
Company:				
Rep:				
Email Address:				

DEP15554CLEARWATER CONSTRUCTION, LLC S-3016-99PRE-BID CONFERENCE 09/28/11CLARIFYING DISCUSSIONSAddendum No. 1

- 1) Road crossing below beaver dam shall be upgraded as directed by WV DEP by means of adding stone and rip rap material paid under the Incidental Stone bid item.
- 2) The attached site plan does not show location of silt fence and haybale dikes, however WV DEP agent on site will direct contractor as to where silt fence and haybale dike are required.
- 3) Call the Office of Special Reclamation if access to site needed for bid preparation.
- 4) No existing culverts, other than those designated to be replaced, shall be removed or damaged.
- 5) Several gas lines run through project areas therefore contractor must communicate with gas company(s) prior to any disturbance.
- 6) Concrete inlets and other debris may be retrieved by property owner prior to contract being awarded.
- 7) The access road through site shall be maintained at all times, utility companies and property owners access site frequently.
- 8) Incidental Stone placement and gradation shall be at the discretion of the on site WV DEP representative.
- 9) Only material located in front of the highwalls is to be used for reclamation of site. The extent of this material shall cease at the toe of the slope of the material located in front of the highwalls.
- 10) Pond 1 shall not be utilized for primary erosion control, silt fence, haybale dike, and sumps shall be used for primary erosion control.

QUESTIONS AND ANSWERS (Asked at Pre-Bid)

Question 1) Referring to the replacement of the culvert pipe. Do we have to replace the pipe, or do we just remove the pipe and put it back in?

Answer 1: No, remove what is crushed and replace it with new pipe.

Question 2) Referring to the replacement of the culvert pipe. Do we replace the entire sixty (60) feet.

Answer 2: Remove what is crushed then DEP will determine how much needs replaced.

Question 3) Referring to location of the culvert. Where is the pipe at?

Answer 3: The culvert is in the hollow we just drove through. Where there was an orange cone placed. The culvert drains this hollow.

Question 4) Referring to the regrading and revegetating of the 14 acres of disturbed ground on the eastern portion of the permit. What is the requirement for cover material?

Answer 4: You are responsible for the vegetative success of the area and must put the best on site material that is available to ensure vegetative success.

Question 5) Referring to the material needed to regrade the disturbed area. Is there a specific area to obtain material?

Answer 5: Yes, only areas that have to be regraded and material lying out in front of the highwalls are to be used. Remainder of area is not to be disturbed.

Question 6) Referring to highwall elimination. What is the maximum slope required?

Answer 6: The backfilled slope for the highwall shall not be steeper than 2:1. (2 horizontal : 1 vertical)

Question 7) Referring to material needed for highwall elimination. Some of the material in front of the highwalls is rock. Do we need to shoot the rock to get the fill material?

Answer 7: Yes, you have to use material that is located out in front of the highwall, so you may need to blast the rock to get the necessary quantity of material needed.

Question 8) Pointing to a disturbed area on the northern side of the road in the eastern portion of permit. Is this part of the permit that will need to be regraded?

Answer 8: Yes, this is part of that 14 acres located on the eastern end of the permit that must be regraded. The disturbed areas on both sides of the access road are to be regraded.

Question 9) Referring to the access road that requires crushed stone to be added. Is this the access road that gets stone when we get done?

Answer 9: Yes, this is the access road that must be maintained.

Question 10) Referring to the access road that requires crushed stone to be added. Can we lower the road to get material for backfilling?

Answer 10: No, the road must be left in good shape for the power and gas companies to use when we are finished and we do not want the roads to be lower than the surrounding areas.



Question 11) Referring to the time required to complete the contract. How much time do we have?

Answer 11: The life of the contract is one year and the performance period is for 365 days.

Question 12) Referring to the water quality parameters that must be kept while pumping Pond 1. Do you know what the pH of the pond is?

Answer 12: No, but it is within limits or we wouldn't be eliminating it.

Question 13) Referring to Pond 1. Will there be a rip rap ditch that goes through the pond area?

Answer 13: Yes, a rip rap ditch will be constructed through the pond area and end at the outer edge of Pond 1 embankment.

Question 14) Referring to the regrading of Pond 1 area. Can we use material from the sides of the pond to backfill the pond area?

Answer 14: No, all material must come from the areas in front of the highwalls.

Question 15) Referring to Pond 1. Do you know how deep this is?

Answer 15: No.

Question 16) Referring to Pond 1, Are the dimensions for Pond 1 in the requisition?

Answer 16: No.

Question 17) Referring to the backfilling of the highwall areas. Are we just regrading the highwall areas that was pointed out or are we going down in the flats and disturbing other areas? What about the slope?

Answer 17: We are only disturbing the highwall area and material located in front of the highwalls. This material was obviously generated from the construction of the highwall. The other areas were not permitted and cannot be disturbed. Nothing on this permit can have a slope greater than 2:1.

Question 18) Referring to the backfilling of the highwalls. Are we going to regrade from the access road back to the highwall or just backfill on a 2:1 slope?

Answer 18: You may come all the way to road if you need the material to complete reclamation.

Question 19) Referring to a section of short highwall. Do we have to backfill to the tree line above the highwall or just the highwall itself?

Answer 19: Just the highwall area unless the area above or below is steeper than 2:1 then you may have to extend your backfilling to the tree line.