



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
DEP15860

PAGE
1

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

***613132543 304-320-3961**
A&A ENERGY INC
151 STEWART ST
WELCH WV 24801

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/25/2012				

BID OPENING DATE: **06/26/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		827,850.00
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 9-ACRE ABANDONED MINE PROJECT KNOWN AS THE "CHEROKEE COMPLEX" PROJECT. THE SITE IS LOCATED NEAR NORTHFORK, WEST VIRGINIA, (MCDOWELL CO.).</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 05/24/12 @ 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. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY</p>						

RECEIVED
 2012 JUL 26 AM 11:29
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304-320-3961** DATE: **6-25-2012**

TITLE: **President** FEIN: **55-0700131** 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.html 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).



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VENDOR

*613132543 304-320-3961
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SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
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 601 57TH STREET SE
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04/25/2012				

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<p>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 EMAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE MORE THAN 15 MINUTES AFTER THE BEGINNING OF THE PREBID WILL NOT BE PERMITTED TO SIGN IN OR PARTICIPATE.</p> <p>DIRECTIONS TO PREBID: DRIVE NORTH ON US RT. 52 TO NORTHFORK, MCDOWELL COUNTY. IN NORTHFORK, TRAVEL UP THE NORTH FORK OF ELKHORN CREEK TO ASHLAND. IN ASHLAND, TAKE THE FORK OF THE ROAD TO THE RIGHT. THE PROBLEM AREA IS ON THE RIGHT VISIBLE FROM THE ROAD.</p> <p>CONTACT & PHONE #: MARK PROCTOR, 304-465-1910</p> <p>PLANS & SPECS MAY BE OBTAINED BY THE FOLLOWING METHODS: 1) BY REQUEST, ON CD FROM THE WV DEPT. OF ENVIRONMENTAL PROTECTION, OFFICE OF AML & R, WITH NO CHARGE TO THE CONTRACTOR FOR THE CD OR MAILING. CALL LAWRENCE BURGESS, PH. 304-926-0499, EXT. 1668 OR 304-926-0485 TO ORDER CD.</p> <p>2) PLANS AND SPECIFICATIONS WILL BE MADE AVAILABLE, ON CD, TO PRINT COMPANIES IN CHARLESTON, CLARKSBURG, AND OTHER AREAS UPON REQUEST. *****THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PRINTING COSTS.*****</p> <p>EXHIBIT 5</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-320-3961	DATE 6-25-2012
TITLE President	FEIN 55-0700131	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLAINE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE 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 DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 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 BID AND CONTRACT HEREIN.</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 MCDOWELL 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</p>						

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SIGNATURE <i>James W. Olt</i>	TELEPHONE 304-320-3961	DATE 6-25-12
TITLE President	FEIN 55-0760131	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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> <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>						

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SIGNATURE <i>Guy Nisbet</i>	TELEPHONE 304-320-3961	DATE 6-25-2012
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<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>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & 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>(1) NOTICE TO PROCEED: THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.</p> <p>(2) GUARANTEE AND MAINTENANCE: (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 304-320-3961	DATE 6-25-2012
TITLE President	FEIN 35-0700131	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIATED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.</p> <p>(B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(3) TERMINATION: (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE.</p> <p>(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: (A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE. (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.</p>						

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SIGNATURE <i>Guy Nisbet</i>	TELEPHONE 304-320-3961	DATE 6-25-2012
TITLE President	FEIN 55-6700181	ADDRESS CHANGES TO BE NOTED ABOVE

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				<p>(5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "CHEROKEE COMPLEX" PROJECT. SAID PLANS & SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 20 DRAWINGS AS PREPARED BY GAI CONSULTANTS, INC.</p> <p>(6) PAYMENTS AND COMPLETION: THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.</p> <p>(7) APPLICATION FOR PARTIAL PAYMENT: THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.</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> <p>REV. 1/2005</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p>		

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SIGNATURE <i>Guy Nisbet</i>	TELEPHONE 304-320-3961	DATE 6-25-2012
TITLE President	FEIN 55-0200131	ADDRESS CHANGES TO BE NOTED ABOVE

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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 HEATIN 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 DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF: A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT		

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SIGNATURE	TELEPHONE	DATE
<i>James W. [Signature]</i>	304-320-3961	6-25-2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	35-0900 131	

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
 DEP15860

PAGE
 10

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

VENDOR

*613132543 304-320-3961
 A&A ENERGY INC
 151 STEWART ST
 WELCH WV 24801

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF AML&R
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/25/2012				

BID OPENING DATE: 06/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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. 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		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James W. [Signature]</i>	TELEPHONE 304-320-3961	DATE 6-25-2012
TITLE President	FEIN 55-0700 131	ADDRESS CHANGES TO BE NOTED ABOVE

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



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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/25/2012				

BID OPENING DATE: **06/26/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 FOR 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 CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-320-3961	DATE 6-25-2012
TITLE President	FEIN 55-0700131	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ NUMBER
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12

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601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/25/2012				

BID OPENING DATE: **06/26/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>REQUISITION NO.: .DEP15860...</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 NO.'S:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-320-3961	DATE 6-25-2012
TITLE <i>President</i>	FEIN 55-0700131	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

RFQ NUMBER
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25304 **304-926-0499**

DATE PRINTED 04/25/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 06/26/2012 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1					
NO. 2					
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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>..... SIGNATURE <i>A&A Energy, Inc.</i> COMPANY DATE 6-25-2012</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James W. Smith</i>	TELEPHONE 304-320-3961	DATE 6-25-2012
TITLE <i>President</i>	FEIN 55-0700 131	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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 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEP15860

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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 304-558-8802

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*613132543 304-320-3961
 A&A ENERGY INC
 151 STEWART ST
 WELCH WV 24801

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/25/2012				

BID OPENING DATE: 06/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BUILDING 15 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: GN-23</p> <p>RFQ. NO.: DEP15860</p> <p>BID OPENING DATE: 06/26/2012</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-436-5111</p> <p>VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING: James W Addair</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James W Addair</i>	TELEPHONE 304-320-3961	DATE 6-25-2012
TITLE President	FEIN 55-0700131	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

RFQ NUMBER
DEP15860

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15

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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 304-558-8802**

VENDOR

*613132543 304-320-3961
**A&A ENERGY INC
 151 STEWART ST
 WELCH WV 24801**

SHIP TO

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 OFFICE OF AML&R
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 25304 304-926-0499**

DATE PRINTED 04/25/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 06/26/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONCERNING THIS QUOTE:</p> <p>.....</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>***** THIS IS THE END OF RFQ DEP15860 ***** TOTAL: <u>827,850.00</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-320-3961	DATE 6-25-2012
TITLE President	FEIN 55-0700131	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP15860

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

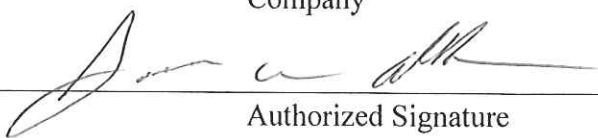
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

ASA ENERGY INC
 Company


 Authorized Signature

7-24-2012
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
 Revised 6/8/2012



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

Solicitation

SCANNED 6-26-12

NUMBER	PAGE
DEP15860	1
ADDRESS CORRESPONDENCE TO ATTENTION OF:	
GUY NISBET 304-558-8802	

RFQ COPY
 TYPE NAME/ADDRESS HERE

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ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF AML&R
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED
06/22/2012

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 ADDENDUM FOR THE "CHEROKEE COMPLEX PROJECT" TO PROVIDE AND PUBLISH THE ATTACHED INFORMATION. 1. BID OPENING CHANGED FROM: 06/26/2012 AT 1:30PM TO: 07/17/2012 AT 1:30PM 2. ADDED TERMS AND CONDITIONS 3. PRE-BID SIGN IN SHEET NO OTHER CHANGES END OF ADDENDUM NO. 01						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES ***** THIS IS THE END OF RFQ DEP15860 ***** TOTAL:						

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-320-3961	DATE 6-25-2012
TITLE President	FEIN 55-0700131	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, 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.html 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).

SOLICITATION NUMBER: DEP15860

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation: Add additional Terms & Conditions, Pre-Bid sign in, sheet and to extend bid opening date from: 06/26/2012

to: 07/17/2012

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

DEP15860
ADDENDUM NO. 1

ADDITIONAL TERMS AND CONDITIONS

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

1. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

- a. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.

- iv. Notation that no subcontractors will be used if the bidder will perform the work
- b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- c. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
3. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

SIGN IN SHEET

Page 1 of 2Request for Proposal No. DEP15860Date 05-24-12Cherokee Complex

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>EASTERN Arrow Cor</u>	<u>Po Bx 4108 Charleston 25364</u>	PHONE <u>304 440255</u>
Rep: <u>Michael Sample</u>		TOLL FREE
Email Address: <u>Eastern Arrow@Hotmail.com</u>		FAX
Company: <u>Green Mountain Company</u>	<u>511 50th St Chas Wv 25304</u>	PHONE <u>304 9250253</u>
Rep: <u>DAVID H. BOWMAN</u>		TOLL FREE
Email Address: <u>DHB 722@yahoo.com</u>		FAX <u>304 9259230</u>
Company: <u>Cody Energy</u>		PHONE <u>304-325-3931</u>
Rep: <u>Jerome McGlothlin</u>		TOLL FREE
Email Address: <u>jmcglothlin@codyenergy.com</u>		FAX <u>304-325-7248</u>
Company: <u>Breakaway Inc</u>	<u>Sutton WVA 26601</u>	PHONE <u>304-765-5317</u>
Rep: <u>Kelly Dennison</u>		TOLL FREE
Email Address:		FAX
Company: <u>Pineville Paving & Excavating Inc</u>		PHONE <u>304-732-8303</u>
Rep: <u>Tony Bradford</u>		TOLL FREE
Email Address: <u>Tony001@aol.com</u>		FAX <u>304-732-7855</u>

SIGN IN SHEET

Request for Proposal No. DEP15860

Date 05-24-12

Cherokee Complex

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>FOSTER SUPPLY</u>		PHONE <u>304-553-4565</u>
Rep: <u>DERZICK SEARS</u>		TOLL FREE
Email Address: <u>dsears@fosterSupply.com</u>		FAX <u>304-755-9280</u>
Company: <u>A2A ENERGY 151 Stewart St Union VA 24401</u>		PHONE <u>304-320-3921</u>
Rep: <u>Wes Adair</u>		TOLL FREE
Email Address: <u>WesAdair@HOTMAIL.COM</u>		FAX <u>304-431-5111</u>
Company: <u>COWGIRL LP INC</u>	<u>PO Box 243 SIMPSON WV 26435</u>	PHONE <u>304-739-4397</u>
Rep: <u>DENNIS C. ELBON</u>		TOLL FREE
Email Address: <u>DCE-COWGIRL@PC.EARTHLINK.NET</u>		304-626-1051 FAX <u>304-739-4400</u>
Company: <u>Main St Builders</u>	<u>P.O. Box 309</u>	PHONE <u>304-487-3912</u>
Rep: <u>Steve Tibbs</u>	<u>Princeton WV 24740</u>	TOLL FREE <u>304-425-2171</u>
Email Address:		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP15860

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

ASA ENERGY INC
Company

[Signature]
Authorized Signature

6-25-2012
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Cherokee Complex

DEP15860

Contractor's Bid Sheet

Company Name: ABA ENERGY INC

Address: 151 STEWART ST
Welch WVA-24801

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	1	"Mobilization and Demobilization," per lump sum. Cannot be more than 10% of the Total Amount Bid for the project.	l.s.	\$ 60,000.00
2.0	1	"Construction Layout," per lump sum. Cannot be more than 5% of the Total Amount Bid for the project.	l.s.	\$ 20,000.00
3.0	1	"Quality Control," per lump sum. Cannot be more than 3% of the Total Amount Bid for the project.	l.s.	\$ 15,000.00
4.1	1	"Site Preparation," per lump sum. Cannot be more than 10% of the Total Amount Bid for the project.	l.s.	\$ 50,000.00
4.2	850	"Class 1 Aggregate," per ton	\$ 45.00	\$ 38,250.00
4.3	1	"Demolition of Abandoned Mine Structures," per lump sum	l.s.	\$ 10,000.00
5.1	4,500	"Silt Fence," per linear foot	\$ 3.00	\$ 13,500.00
5.2	100	"Super Silt Fence," per linear foot	\$ 8.00	\$ 800.00
5.3	4,500	"Straw Wattles," per linear foot	\$ 3.00	\$ 13,500.00
5.4	2	"Stone Construction entrance," per each	\$ 2,000.00	\$ 4,000.00
5.5	1,100	"Diversion Channel," per linear foot	\$ 22.00	\$ 24,200.00
6.1	9	"Revegetation," per plan acre	\$ 2,500.00	\$ 22,500.00
6.2	1	"Riparian Planting," per plan acre	\$ 20,000.00	\$ 20,000.00
7.1	1,850	"3-Foot Deep Riprap Vee Channel," per linear foot	\$ 80.00	\$ 148,000.00
7.2	1,050	"3-Foot Deep Grouted Riprap Vee Channel," per linear foot	\$ 110.00	\$ 115,500.00
7.3	160	"42-inch Diameter Culvert," per linear foot	\$ 85.00	\$ 13,600.00
7.4	1,000	"Natural Stream Restoration," per linear foot	\$ 40.00	\$ 40,000.00
7.8	2,650	"Streambank Protection," per square yard	\$ 50.00	\$ 132,500.00
8.1	10,000	"Unclassified Excavation," per cubic yard	\$ 5.00	\$ 50,000.00
8.2	4	"Soil Cover Placement," per plan acre	\$ 6,000.00	\$ 24,000.00
10.1	50	"Seep Collector," per linear foot	\$ 100.00	\$ 5,000.00
10.2	150	"Underdrain," per linear foot	\$ 50.00	\$ 7,500.00
				827,850.00

OMB #1029-0119
Expiration Date: 1/31/13

AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

Part A: General Information

Business Name: ASA ENERGY INC Tax Payer ID No.: 55-0700131
Address: 151 STEWART ST
City: Welch State: WVA Zip Code: 24801 Phone: 304-3203967
Fax No.: 304-436-5111 E-mail address: Wesaddair@hotmail.com

Part B: Legal Structure

Corporation () Sole Proprietorship () Partnership () LLC
() Other (please specify) _____

Part C: Certifying and updating information in the Applicant/Violator System (AVS).

Select only one of the following options, follow the instructions for that option, and sign below.

I, James W Addair, have the express authority to certify that:
(print name)

1. Information on the **attached** Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-date. If you select this option, you **must** attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
2. _____ Part of the information on the **attached** Entity OFT from AVS is missing or incorrect and must be updated. If you select this option, you **must** attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
3. _____ Our business currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

6-25-2012
Date

James W Addair
Signature

President
Title

IMPORTANT! In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or from the AVS website at <https://avss.osmre.gov>.

Part D.

Contractor's Business Name: _____

If the current Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to range from 15 minutes to 1 hour, with an average of 22 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 202 SIB, Constitution Ave., NW, Washington, D.C. 20240.

Instructions for Completing AML Contractor Form OMB #1029-0119¹

Part A: General Information. Part A should be completed by the AML Contractor.

Part B: Legal Structure. Part B should be completed by the AML Contractor.

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Part C should be completed by the AML Contractor, selecting the statement that best describes their situation.

If information is accurate, complete and up-to-date, then check the first statement and sign and date. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.²

Upon reviewing an Entity OFT printout, if you discover the information contained in AVS is not accurate, complete and up-to-date, then check the second statement and complete Part D to provide missing or corrected information that needs reflected in AVS. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.

If your business does not appear to have any information in AVS, then check the third statement and complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

Part D:

If current Entity OFT information for your business is incomplete, incorrect, or if you believe there is no information currently in the AVS for your business, you must complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

¹ If you need any assistance completing OMB #1029-0119, please contact the AVS Office at 800.643.9748.

² You may obtain your business' Entity OFT for certification purposes two ways. One way is to contact the AVS Office at 800.643.9748 and request the information. The second way is to access the AVS from your personal computer by visiting <https://avss.osmre.gov>. Click "Access AVS", and then Login as Guest. Place your cursor on the "Entity" Module and "Click". Type your business name in search box and press enter key. If more than one entity record appears, select your company and then "Click" on the "relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

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 Obligee, 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).

Principal Corporate Seal

(R)

(U)
Surety Corporate Seal

(Q)
(Name of Principal)

By (S)
(Must be President or Vice President)

(T)
Title

(V)
(Name of Surety)

(W)
Attorney-in-Fact

- (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

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

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.

Agency _____
REQ. P. O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, as Principal, and _____
of _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of _____ (\$ _____) 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

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
_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

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.**



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

STATE OF West Virginia

COUNTY OF Mcdowell, TO-WIT:

I, James W Addair, after being first duly sworn, depose and state as follows:

- 1. I am an employee of ASA ENERGY Inc; and,
(Company Name)
- 2. I do hereby attest that ASA ENERGY 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.

ASA ENERGY Inc
(Company Name)

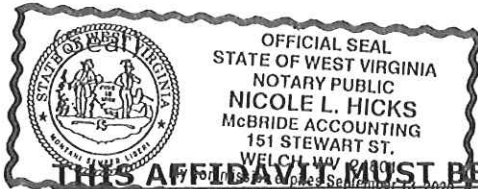
By: James W Addair

Title: President

Date: 7-25-2012

Taken, subscribed and sworn to before me this 25th day of July.

By Commission expires September 13, 2020



Nicole L. Hicks
(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. _____

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 exceed 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: ASA ENERGY INC

Authorized Signature: [Signature] Date: 7-25-2012

State of West Virginia

County of McDowell, to-wit:

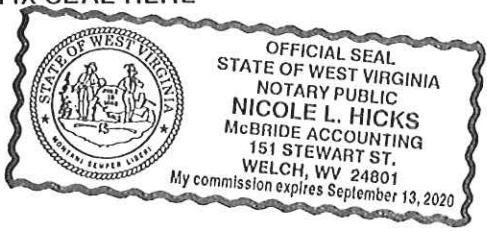
Taken, subscribed, and sworn to before me this 25th day of July, 2012.

My Commission expires September 13, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature: Nicole L. Hicks]



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, A & A Energy, Inc.
of 151 Stewart Street, Welch, WV 24801, as Principal, and Erie Insurance Company
of Erie, Pennsylvania, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of Erie, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5 % of bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DEP 15860 Cherokee Complex

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
25th day of June, 2012.

Principal Corporate Seal

A & A Energy, Inc.
(Name of Principal)

By James W. Adkins
(Must be President or
Vice President)

President
(Title)

Surety Corporate Seal

Erie Insurance Company
(Name of Surety)

Justin B. McFarland
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.**



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint _____

----- Luther Ernest McFaddin, Jr, -----

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, -----

----- in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00). -----

And to bind ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 11th day of March, 2008, and said Resolution has not been amended or repealed:

“RESOLVED, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.”

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 18th day of September, 2008, at which a quorum was present and said Resolution has not been amended or repealed:

“RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.”

IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of September, 2008.



Terrence W. Cavanaugh
Terrence W. Cavanaugh
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 18th day of September, 2008, before me personally came Terrence W. Cavanaugh, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Sheila M. Hirsch
My commission expires June 27, 2012
Notary Public

CERTIFICATE

I, James J. Tanous, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.



James J. Tanous
James J. Tanous, Secretary

this 25th day of June 2012



AVS OFT Report - 3/21/2012 11:02:08 AM

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

Entity Selected (132480) A & A Energy Inc

ent Entity	Description	Related Entity	% Ownership	Begin Date	End Date
(80) A & A Energy Inc	Director	(132481) James Wesley Addair		9/9/1993	
(80) A & A Energy Inc	Owner	(132481) James Wesley Addair	100%	8/1/1990	
(80) A & A Energy Inc	President	(132481) James Wesley Addair		9/1/1993	
(80) A & A Energy Inc	Secretary	(132482) Kimberly K Addair		9/1/1993	
(80) A & A Energy Inc	Treasurer	(132482) Kimberly K Addair		9/8/1993	



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

Solicitation

NUMBER
DEP15860

PAGE
1

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

V E N D O R
*613132543 304-320-3961 A&A ENERGY INC 151 STEWART ST WELCH WV 24801

S H I P T O
ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

DATE PRINTED
07/11/2012

BID OPENING DATE: 07/26/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.2						
ADDENDUM FOR THE "CHEROKEE COMPLEX PROJECT" TO PROVIDE AND PUBLISH THE ATTACHED INFORMATION AND BID OPENING CHANGE PER THE ATTACHMENTS.						
BID OPENING CHANGED FROM: 07/17/2012 AT 1:30PM TO: 07/26/2012 AT 1:30PM						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15860 ***** TOTAL:						

SIGNATURE <i>Jan Carroll</i>	TELEPHONE 304-320-3961	DATE 7-24-2012
TITLE <i>President</i>	FEIN 55-0700131	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DEP15860
Addendum Number: 02

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation: 1. Q & A's fro Pre-Bid meeting, 2. Specification and map changes, 3. Bid Opening date changed from: 07/17/2012 at 1:30 PM to: 07/26/2012 at 1:30 PM.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

DEP15860
Cherokee Complex
Addendum #, 2

Item 1: The contractor will have 120 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 120 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: The location of the proposed diversion ditch above the potential soil borrow area may be field adjusted with prior approval from the Engineer. However, field adjustments must comply with the scope and intent of the approved storm water permit.

Item 3: A temporary sandbag dike/pumping system is proposed in the project plans to facilitate the natural stream restoration work. Alternate methods of water diversion may be used with prior approval from the Engineer. However, alternate methods must comply with the scope and intent of the approved storm water permit. The existing corrugated metal pipe shall be removed and properly disposed of, regardless of diversion method.

Item 4: Grout to be used in the grouted riprap ditches shall consist of a cubic yard (CY) mixture as follows:

Cement – 470 lbs.

Fly Ash – 220 lbs.

Water – 316 lbs.

Air entrainment 6% +/- 2%

Sand – 2676 lbs.

Rheobuild 1000 (as needed to achieve the required slump and strength).

The minimum required compressive strength of the grout shall be 2000 psi @ 28 days. All testing shall be the responsibility of the contractor as part of the specifications. Two sets (4 cylinders) of test cylinders per day shall serve as a minimum.

Item 5: Contractor should be aware that no provisions have been made to obtain rock on site. All rock riprap used throughout the project site shall consist of locally available, commercially purchased, calcareous stone (except as noted otherwise) meeting the following requirements: the rock riprap required for drainage channels shall have a calcium carbonate equivalency of 70% or greater. The rock riprap shall have a maximum weighted loss of 30% when subjected to 5 cycles of Sodium Sulfate Soundness Test, ASTM C 88 as modified by AASHTO T-104. A certification on calcium carbonate equivalency and sodium sulfate soundness shall be submitted to the Engineer for approval prior to delivery. Stone shall meet the sizing requirements as identified on the drawings.

Item 6: The contractor is to coordinate work/travel along the access road with the Hatfield & McCoy Trail Coordinator. The contact information is: John Fekete @ 304-687-9875 (cell) and 1-800-592-2217 (office).

Item 7: Revised Sheets E15-E20 have been included to show the cross sections for Baseline A and Baseline B, and their match lines, in relation to each other.

Item 8: Trash racks will we installed on both ends of the 42-inch diameter pipes. Payment will be incidental to Pay Item 7.3. A trash rack detail is included on Revised Sheet E-11.

Item 9: The rip rap lining thickness for ditches has been modified to 18-inches. A revised channel chart is included on Sheet E-10.

Item 10: Revised Sheet E-13 is included to show the placement of the stick wattles and coir logs. Additional details for the stick wattles and coir logs have been added to Sheet E-13. Sheet E-13 also includes Table S-1, which provides further details on plant materials for riparian vegetation. The percentage of each seed is shown on the table – to be applied at two pounds per 1000 sf. The plantings are to be placed at 10-foot spacing in all directions. A variety of the plants should be utilized, based on their availability. An approximate equal percentage of each variety should be utilized. The Contractor shall submit the proposed mixture to the Engineer for review and approval.

Item 11: Revised Sheet E-11 is included to show a rip-rapped backfill around culvert inlets, as opposed to an earthen backfill.

Item 12: Revised Sheet E-10 is included to show a grout anchor detail and a bench crossing detail.

Item 13: Revised Specification 7.2.1 is included to clarify the type of stone that is acceptable on the project. All riprap used throughout the project site shall consist of locally available, commercially purchased, calcareous stone (except as noted otherwise) meeting the requirements identified in the Specifications.

Item 14: Revised Sheet E-13 is included to show the placement of the stick wattles and coir logs. Additional details for the stick wattles and coir logs have been added to Sheet E-13.

Item 15: Revised Specification 7.3.3 is included to clarify grouting methods.

Item 16: Revised Specification 8.8 is included to clarify the intent of the borrow areas. Borrow areas will be used as a source of soil material. Rock (rip-rap) for ditches will be commercially purchased stone, as referenced in Revised Specification 7.2.1.

Item 17: In Specification 10.2.2, the second paragraph reads, “Stone for seep collectors shall consist of 3-inch to 6-inch non-calcareous stone....” This paragraph should read, “Stone for **underdrains**....”

6.6 Basis of Payment

Payment will be made at the Contract unit prices bid for this item, which price and payment shall be full compensation for doing all the work herein described in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies and incidentals as necessary to complete the work. Payment for seeding includes all seeding (i.e. first and second seeding). Payment for seeding is on a one-time basis only. No additional payment will be made for second or subsequent seedings. Temporary seeding is considered incidental to construction and no separate payment will be made.

6.7 Pay Items

Item 6.1, "Revegetation," per plan acre.

Item 6.2, "Riparian Planting," per plan acre.

7.0 DRAINAGE STRUCTURES

7.1 Description

Work in this Section shall be performed in accordance with the Drawings and as specified herein. The work shall include, but is not necessarily limited to, the following:

- a. Installation of temporary site drainage, at the discretion of the Contractor or as approved by the Engineer: during construction, site drainage shall be handled in accordance with Section 8.7, "Water Handling," unless otherwise noted.
- b. Installation of permanent subsurface and surface drainage. Permanent drainage items include the riprap lined channels, grout-filled riprap lined channels, streambank protection, culverts and natural stream restoration.

7.2 Materials

Drainage systems shall be constructed of materials discussed in the following sections.

7.2.1 Stone

The Contractor should be aware that no provisions have been made to obtain rock on site. All rock riprap used throughout the project site shall consist of locally available, commercially purchased, calcareous stone (except as noted otherwise) meeting the following requirements. The rock riprap required for drainage channels shall have a calcium carbonate equivalency of 70% or greater. The rock riprap shall have a maximum weighted loss of 30% when subjected to 5 cycles of Sodium Sulfate Soundness Test, ASTM C 88 as modified by AASHTO T-104. A certification on calcium carbonate equivalency and sodium sulfate soundness shall be submitted to the Engineer for approval prior to delivery. Stone shall meet the sizing requirements as identified on the Drawings.

Riprap stone required shall have a minimum diameter of 6 inches and a maximum diameter of 18 inches. Pieces smaller than the above minimum sizes shall not exceed 15% by weight. Any stone considered for use must first be visually approved by the Engineer. Riprap stone shall be as nearly rectangular in section as is practicable. All stone shall be well-graded and obtained from an Engineer approved source.

Stone for stream restoration structures shall be a minimum of 15 inches in diameter. The stone shall be sandstone.

7.2.2 Geotextile

Geotextile shall be GTF 130EX as supplied by Thrace-Linq or an Engineer approved equal.

7.2.3 Grout

Grout to be used in the grouted riprap channels shall consist of a mixture of one part Type II sulfate resistant Portland Cement and three parts sand, using water to produce a working consistency. The water shall be as approved by the Engineer.

The minimum required compressive strength of the grout shall be 2,000 psi @ 28 days. All testing shall be the responsibility of the Contractor as part of Section 3.0 of the Specifications.

7.2.4 Logs

Logs used for stream restoration structures shall be hemlock or other coniferous logs and shall be the diameter and length indicated by the Drawings. The bark shall not be removed from the logs.

7.2.5 Wattles

Wattles are bundles of live willow or dogwood branches and cuttings which are tightly packed and tied in approximately six inch diameter by six foot lengths. They are installed along the contour as shown on the Drawings and will develop shoots and roots if kept continually moist.

7.2.6 Coir (Coconut) Fiber Blankets

Fiber blankets shall be Belton Industries, Inc. Geocoil(D/Dekowe® 700 coin mat, or Bon TerraO CF 7 coin mat, or Creative Habitat Corporation Fiber Blanket™ FB 80 coir mat, or approved equivalent. The fiber blankets shall be made of 100 percent coir twine, have one half inch woven mesh (approximately 50 percent open area), and have a minimum width of six (6) feet.

7.2.7 Coir (Coconut) Fiber Logs

Fiber logs shall be Bon Terra® Biologs™, or Creative Habitat Corporation Fiber Shine™ FS 100, or approved equivalent. The fiber logs shall be made of 100 percent mattress grade coir fiber compressed and stuffed into a cylinder of two inch mesh, 100 percent

coir twine. The fiber logs shall have a 12-inch diameter, a minimum length of 10 feet, and a minimum dry weight of five pounds per linear foot.

7.2.8 Stakes, Spikes, and Other Anchoring Devices

1. Fiber blankets shall be anchored with triangular oak stakes at least 1.5 feet long. Two anchor stakes can be made from one-inch by four-inch by 1.5-foot stock, cut diagonally length-wise on the four-inch-wide face.
2. Fiber logs shall be anchored using oak stakes measuring two inches by two inches by three feet. Alternatively, where hard material or rock in the stream channel prevents effective use of wood stakes, rebar stakes measuring three-quarter-inch in diameter by three feet shall be used. Coir twine will be used to secure fiber logs to stakes and to splice together abutting fiber logs.
3. Rebar pins (#5) and stakes will be used to anchor hemlock logs used in stream bank stabilization and habitat improvement structures.
4. Common, galvanized 20d nails and galvanized 10-inch spikes will be used to anchor oak boards and hemlock planking to log structures as shown on the Drawings.

7.2.9 Culvert Pipe

HDPE pipe shall be corrugated high density polyethylene pipe as manufactured by Hancor, Inc. of Findlay, Ohio, or an Engineer approved equal. The pipe shall be Hi-Q Sure-Lok 10.8 pipe. The pipes shall have the diameters noted on the Drawings.

7.3 Construction Methods

Drainage systems shall be constructed as discussed in the following sections. All excavation and fill placement shall be in accordance with Section 8.0, "UNCLASSIFIED EXCAVATION."

7.3.1 Drainage Channels in Refuse

Drainage channels constructed in coal refuse shall be excavated one-foot below planned grade and soil material shall be placed and compacted to 95% of standard maximum dry density to a thickness of one-foot over the refuse prior to placement of the channel lining material. This shall be considered incidental to the channel.

7.3.2 Riprap Placement

Riprap shall be placed at locations shown on the Drawings or as approved by the Engineer. Riprap shall be required for the Channels and Streambank Protection. Riprap placement shall include preparing the subgrade to receive riprap. The riprap stone shall be firmly bedded on the slopes in such a manner that the individual pieces about each other to form a layer. Riprap shall be placed in accordance with WVDOH Specification 218.3.2. The riprap shall extend around the culverts and payment incidental to the channel. Conveyance Channels are utilized for mine seal drainage.

7.3.3 Grouting for Channels

The Contractor shall grout the riprap lined channels at locations shown on the Drawings. A grout key shall be placed as shown on the Drawings and shall be considered incidental to the grouted channel.

Grouting, where required to be placed on riprap, shall be applied as soon as possible after placement of riprap. The stone shall be thoroughly wet immediately before grout is applied. As soon as grout is deposited on the surface, it shall be thoroughly worked into the joints to achieve 100 percent penetration. The stones shall then be brushed so that their top surfaces are exposed. The grout shall be protected from running water to prevent damage until sufficiently cured. Water shall not be allowed to run under the channel while grouting.

Curing shall be accomplished by one of two means:

- a. A liquid membrane-forming compound for curing concrete may be sprayed on the brushed grouted surface. Curing compounds shall conform to the requirements of WVDOH Specification 707.9.
- b. Alternately, the grouted surface may be covered with white polyethylene sheeting (film) for curing concrete immediately after the stones have been brushed. The sheeting shall conform to WVDOH specification 707.10.

Grouting of riprap shall not be initiated unless adequate materials for curing the grouted channels are available on-site. Curing shall be left in place a minimum of 72 hours prior to introduction of water.

The Contractor shall prepare one set of test cylinders for every 20 cubic yards of grout applied to ditches for compressive strength testing in accordance with these Specifications. For ditches that receive less than 20 cubic yards of grout, a minimum of one set of test cylinders shall be prepared per ditch. A set shall be comprised of three (3) cylinders sampled and made in accordance with ASTM C 31 and C 39.

7.3.4 Natural Stream Restoration

The Contractor shall place the natural stream restoration in the areas to the lines indicated by and to the intent of the Drawings. The natural stream restoration structures shall be placed as indicated and are considered incidental.

The natural stream restoration work includes a method for bypassing stream flow through the construction work area and is shown on the Drawings as Stream Activity Dewatering. This method has been approved by the WVDEP NPDES Storm Water Construction Permit and shall be followed.

The system shall consist of installing a temporary pump around and supporting measures to divert flow around in-stream construction activities. Sandbag dikes or equivalent shall be situated at the upstream and downstream ends of the work area and stream flow shall be pumped around the work area. The pump shall discharge onto a stable velocity dissipater made of sandbags or riprap. Water from the work area shall be

The Contractor shall handle all surface and/or ground water so as not to damage adjacent property, or pollute streams and/or waterways. The Contractor's plan for diversion of ground water and/or surface water during construction shall be subject to approval by the Engineer. The plan may be placed in operation upon approval. Nothing in this Section shall relieve the Contractor from full responsibility for the adequacy of the diversion and protective works.

Excavation areas shall be maintained so that they will drain properly at all times. The Contractor shall construct and maintain any and all necessary channels, flumes, pipes, sumps and/or other temporary diversion and protective works; shall furnish all materials required therefore; and shall furnish, install, maintain, and operate all necessary pumps and other equipment for removal of ground water and/or surface water from the work area. After having served their purpose, all of the above shall be removed from the work area. Temporary water handling/diversions shall be considered incidental to the project.

8.8 Borrow Excavation

This work shall consist of using borrow areas as a source for soil material. Topsoil shall be segregated during regrading operations for utilization as cover material since no specific borrow areas have been identified. On-site and off-site borrow areas must be approved by the Engineer. Clearing and grubbing shall be in accordance with Section 4.3.1, "Clearing and Grubbing." Soil material used for cover over coal refuse is subject to the approval of the Engineer. The use of reddog as a soil substitute shall be prohibited. Should sufficient soil not exist in the potential borrow areas, the Contractor is required to locate and obtain additional borrow areas; if not inside the limit of construction, obtain right of entry agreements from the property owner and/or lessee to include the Owner with right of inspection and with the property owner and/or lessee indemnifying and holding the Owner harmless from any injury or damage whatsoever resulting from the Contractor's use of the property. The Contractor is also responsible for obtaining NEPA compliance and a NPDES stormwater permit (if required) for all off-site borrow areas. Requirements for soil cover are included in Section 8.10, "Soil Cover." The Contractor shall be reimbursed for revegetating on-site borrow areas as part of Pay Item 6.1, "Revegetation."

There will be no additional compensation for accessing, furnishing, clearing, grubbing, grading, restoring, fertilizing, seeding, and mulching of off-site borrow areas. The Contractor shall submit a site grading and operations plan to the Engineer for review and approval which is compatible to the reclamation project for borrow areas and related disturbance. Highwalls shall not be allowed within on-site or off-site borrow areas for soil and/or rock whether created by the Contractor during borrow operations or pre-existing. The Contractor's borrow area grading plan shall include the reclamation of highwalls. Reclamation and revegetation of the borrow sites shall be considered incidental to the borrow operations and shall be included in the unit price bid for earthwork.

Material shall not be moved from one landowner to another landowner without right-of-entry agreements as outlined.

8.9 Final Shaping and Contouring

Except at locations where excavation of unsuitable material is required, care shall be taken not to excavate below the depths specified. Over-excavation will be backfilled and