



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

Request for Quotation

REQ NUMBER
 DEP13919

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

COOK'S EXCAVATING, LLC
P.O. BOX 204
ROCK VIEW, WV 24880

SHIP TO

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

DATE PRINTED 07/20/2007	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 08/14/2007	BID OPENING TIME			01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		382,485.00
<p>MAINTENANCE RECLAMATION CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS AND RECLAMATION, IS SOLICITING BIDS TO AWARD AN OPEN-END MAINTENANCE SERVICES CONTRACT FOR ABANDONED MINE LAND SITES IN THE SOUTHERN COUNTIES OF WEST VIRGINIA WHERE CERTAIN MAINTENANCE REQUIREMENTS HAVE OCCURED UPON THE COMPLETION OF AN ABANDONED MINE LAND RECLAMATION PROJECT. THESE SERVICES SHALL INCLUDE, BUT NOT BE LIMITED TO, MINOR REGRADING AND REVEGETATION OF PROBLEM AREAS ON THE PROJECT SITE, PER THE ATTACHED SPECIFICATIONS, BID REQUIREMENTS, SCOPE OF WORK, AND TERMS & CONDITIONS. MAXIMUM PROJECT EXPENDITURES SHALL NOT EXCEED \$50,000.00 PER PROJECT.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE (304) 732-7193 DATE 8/13/07

TITLE Managing Member FEIN 20-389 0594 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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



State of West Virginia
 Department of Administration
 Purchasing Division
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ZIP CODE

COOK'S EXCAVATING, LLC
P.O. BOX 204
ROCK VIEW, WV 24880

SHIP TO

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

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07/20/2007				
BID OPENING DATE: 08/14/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BID BONDS: A BID BOND IN THE AMOUNT OF \$5,000.00</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	(304) 732-7193	8/13/07
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
Managing Member	20-3890594	

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



State of West Virginia
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<p>PAYABLE TO THE STATE OF WEST VIRGINIA SHALL BE SUBMITTED WITH EACH BID.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</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 THE COUNTIES HEREIN, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(✓) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE (304) 732-7193	DATE 8/13/07
TITLE Marketing Member	FEN 20-3890594	ADDRESS CHANGES TO BE NOTED ABOVE

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COOK'S EXCAVATING, LLC
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ROCK VIEW, WV 24880

S-P-C-O

ENVIRONMENTAL PROTECTION
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<p>PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(✓) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: (304) 732-7193 DATE: 8/13/07

TITLE: Managing Member FEIN: 20-3890594 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Cook's Excavating, LLC</u></p> <p>DATE: <u>8/13/07</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE (304) 732-7193	DATE 8/13/07
TITLE MANAGING MEMBER	FEIN 20-3890594	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>SIGNED: <i>[Signature]</i></p> <p>TITLE: <i>Managing Member</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION (S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP13919</p> <p>BID OPENING DATE: 08/14/2007</p>						

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SIGNATURE: *[Signature]* TELEPHONE: (304) 732-7193 DATE: 8/13/07

TITLE: *Managing Member* FEIN: 20-3890594 ADDRESS CHANGES TO BE NOTED ABOVE

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

CONTRACT
FOR
ABANDONED MINE LAND SITES
MAINTENANCE SERVICES
SOUTHERN COUNTIES

ISSUING OFFICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND RESTORATION
ABANDONED MINE LANDS & RECLAMATION
601 57TH ST., SE
CHARLESTON, WEST VIRGINIA 25304-2345
TELEPHONE 304-926-0485

Maximum Project Expenditures
Shall not exceed \$50,000 per project

CONTRACTURAL INFORMATION & REQUIREMENTS

Article 1 – Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services for all of the scope of work required in this contract.

Article 2 – Location of Work – North

The area of work shall include the Southern Counties of West Virginia. The counties listed below are the coal producing counties and those in parenthesis represent where most of the work required in this contract is located.

- | | | | |
|-----|------------|-----|------------|
| 1. | (Webster) | 11. | Cabell |
| 2. | Putnam | 12. | (Kanawha) |
| 3. | (Clay) | 13. | (Nicholas) |
| 4. | Greenbrier | 14. | (Fayette) |
| 5. | Summers | 15. | (Mercer) |
| 6. | (Raleigh) | 16. | (Wyoming) |
| 7. | (McDowell) | 17. | (Mingo) |
| 8. | (Logan) | 18. | (Boone) |
| 9. | Lincoln | 19. | (Wayne) |
| 10. | Roane | 20. | (Mason) |

Article 3 – Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Abandoned Mine Lands & Reclamation (AML&R)" are used herein to refer to the West Virginia Department of Environmental Protection, Division of Land Restoration, Office of Abandoned Mine Lands & Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word "Contractor" refers to the person or company contracting with the State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.

F. The word "Director" is used to mean the Assistant Director of the Office of Abandoned Mine Lands and Reclamation, Division of Land Restoration, Department of Environmental Protection and shall be considered to be the State's authorized representative.

Article 4 -- Ordering Procedures

- A. This is an open-end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract. Work shall be commenced within seven (7) days of issuance of the notice to proceed.
- B. Work will be ordered by the Assistant Director or his representative, for the Office of Abandoned Mine Lands & Reclamation, Division of Land Restoration, Department of Environmental Protection by issuance of a notice to proceed, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate. No work shall be performed until a notice to proceed has been issued by the State.

Article 5 -- Delivery

- A. The contractor shall complete the specified maintenance work in accordance with each notice to proceed. The contractor shall give an invoice (form provided by AML&R) to the Director or his representative upon completion of each notice to proceed. The contractor shall provide documentation for hours worked, materials and wages paid.
- B. Final inspection of each notice to proceed (project) will be made by the Director or his authorized representative and will be held approximately one (1) month after receiving the completion notification from the contractor.
- C. Acceptance criteria will be based on all work being completed as requested in the notice to proceed. In addition, where revegetation is specified, a hardy stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.

Article 6 -- General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project.

- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative, such inspection will, among other things ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the notice to proceed, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety regulations pertinent to the work.

Article 7 – Costs and Payments

- A. Payment to the contract will be made on the following basis:
1. Unit Pricing
 - Item – As directed by the State in specific notice to proceed.
 - Quantity – As agreed prior to issuing a Notice to Proceed.
The quantity of hours shall be the actual hours the equipment is operated on the project.
 - Unit Price - As provided by the Offeror in the proposal.
- B. The contractor shall invoice the division after completion of work specified in the notice to proceed; final inspection has been made; and the work is accepted by the division. All invoices shall show the quantities and unit prices approved in the cost estimate for the notice to proceed. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate.

Article 8 – Changes in the Contract

- A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, all such changes in the work shall be authorized by a change order, a change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:
- 1) By mutual acceptance of a lump sum properly documented (itemized)
 - 2) By unit prices (negotiated)

RFQ# DEP13919

012

COOK'S EXCAVATING, LLC Southern Maintenance
P.O. BOX 204
ROCK VIEW, WV 24880

Bid Sheet

3/22/2007

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	500	mile	Mobilization & Demobilization**	6.70	3,350.00
2	100	hour	D-3 Caterpillar Dozer or equal	102.00	10,200.00
3	100	hour	D-6 Caterpillar Dozer or equal	118.00	11,800.00
4	100	hour	John Deere 510 Backhoe/Loader or equal	86.00	8,600.00
5	100	hour	215 Caterpillar Excavator/Backhoe or equal	135.00	13,500.00
6	20	hour	Cat 303 mini excavator or equal	110.00	2,200.00
7	20	hour	Skid Steerer (Bobcat) or equal	110.00	2,200.00
8	70	hour	Tandem Dump Truck (10 cy capacity)*1	113.00	7,910.00
9	20	hour	Single Axel Dump (10 ton capacity)	105.00	2,100.00
10	50	hour	Sewer Cleaning Truck*2	292.50	14,625.00
11	70	cubic yard	Grout (1 part cement & 3 parts sand + water for consistency)	315.00	22,050.00
12	20	acre	Seed Mixture-per acre rate (15 lbs. Annual ryegrass-40 lbs. Orchard Grass-15 lbs. Birdsfoot Trefoil (Substitute 15 lbs. Crown Vetch in steep or slide prone areas)	320.00	6,400.00
13	5,000	square foot	Yard Mix Seed Mixture - .45 lb. Red Fescue - .90 lb. Kentucky Bluegrass - .70 lb. Merlon Bluegrass - .20 lb. Annual Rye*(use annual rye only in mixtures seeded after August 1 and before May 15).	.75	3,750.00
14	100	ton	Agriculture Lime	98.00	9,800.00
15	20	ton	Fertilizer 10-20-10	600.00	12,000.00
16	20	ton	Straw Mulch***	1,090.00	21,800.00
17	500	lineal feet	Straw Bales	5.00	2,500.00
18	10	ton	Wood Cellulose Fiber Mulch	825.00	8,250.00
19	200	ton	Limestone Sand****1	127.50	25,500.00
20	200	ton	18" RipRap (Sandstone or Limestone)	42.00	8,400.00
21	200	ton	#57 River Gravel/Sandstone	42.00	8,400.00
22	200	ton	1-1/2" Crusher Run Stone	42.00	8,400.00
23	200	linear foot	8" ADS Pipe (Perforated or Solid)	22.00	4,400.00
24	200	linear foot	8" SDR 35 PVC Pipe	22.75	4,550.00
25	100	linear foot	12" SDR 35 PVC Pipe	27.00	2,700.00
26	100	linear foot	15" SDR 35 PVC Pipe	34.00	3,400.00
27	500	linear foot	18" Hancor HI-Q Sur-Lok pipe or equal	42.70	21,350.00
28	500	linear foot	24" Hancor HI-Q Sur-Lok pipe or equal	48.70	24,350.00
29	500	linear foot	36" Hancor HI-Q Sur-Lok pipe or equal	83.50	41,750.00
30	200	square yard	Filter Fabric - Dupont Typar 3401 or equal	1.25	250.00
31	100	linear foot	Permanent Fencing	4.75	475.00
32	3	each	Access Gate - 16 foot heavy guage round tubular farm gate	650.00	1,950.00
33	6	linear height	Type "A" Manhole - As per DOH Standard Detail Ref Sheet DR7-A.	1,950.00	11,700.00
34	3	each	Type "G" Drop Inlet with grate - As per DOH Standard Detail Ref Sheet DR6-G.	2,050.00	6,150.00
35	5	each	8" SDR 35 PVC Pipe Clean-out	95.00	475.00
36	5	each	12" SDR 35 PVC Pipe Clean-out	140.00	700.00
37	50	hour	Vacuum Truck	210.00	10,500.00

COOK'S EXCAVATING, LLC
P.O. BOX 204
ROCK VIEW, WV 24880

013

RFQ# DEP13919
Southern Maintenance
Bid Sheet Continuation

38	10	each	Gabions (3'x3'x6' zinc-coated basket)	760.00	7,600.00
39	1	each	Concrete Mine Seal Box	2,600.00	2,600.00
40	10	cubic yard	3000 psi Structural Concrete	430.00	4,300.00
41	10	bag	Soda Ash Briquette 50# bags	62.00	620.00
42	20	hour	2" Water Pump	6.00	120.00
43	20	hour	Chain Saw (20" bar)	5.00	100.00
44	20	hour	Weed Eater with Brush Blade	5.00	100.00
45	5	gallon	Roundup Vegetation Killer	75.00	375.00
46	50	square yard	Asphalt Wearing Course Material	150.00	7,500.00
47	20	hour	Hydraulic Excavator Hammer (4000#)	195.00	3,900.00
48	20	hour	Laborer I*****	55.00	1,100.00
49	20	hour	Laborer II*****	53.50	1,070.00
50	20	hour	Laborer III*****	52.00	1,040.00
51			SOIL ANALYSIS TESTING****		
51A	5	each	Acid Base Count	75.00	375.00
51B	10	each	Nutrients	80.00	800.00
51C	10	each	pH (field)	220.00	2,200.00
51D	10	each	pH (lab)	25.00	250.00
			TOTAL		382,485.00

- * The quantities are applied for bidding purposes only; actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
- *₁ Trucks are for on site haulage only. No payment will be made for truck hours used hauling materials to the site. Delivery costs should be included in the unit cost associated with the materials.
- *₂ The sewer cleaning truck shall be capable of delivering 55 GPM at 2000 PSI. The truck shall have a minimum of 500 feet of one inch I.D. hose capable of operating at 2000 PSI with a burst pressure of 5000 pounds.
- ** This item is intended for mobilization and demobilization of equipment only; all other costs will be incidental to the other items.
- *** Straw mulch unit rate shall also include the application of 100 gallons/acre of asphalt emulsion or equal, to anchor the mulch.
- ***₁ Limestone sand shall be 97% CaCO₃ 16 Mesh Limestone (Glass Factory Limestone) 0% shall be retained on No. 12 Mesh screen 20% maximum retained on No. 20 mesh screen and 20% maximum passing a No. 170 mesh screen. Price shall include delivery to the site.
- **** Soil Analysis Testing shall be performed by a qualified West Virginia Lab.
- ***** Laborer item for handwork only. The minimum of \$25.00 is all that is acceptable. Note: Certified payroll submittal for each worker must reflect prevailing wage rate for that classification as per the specific county of the affected project.

An equipment list shall be submitted and approved prior to any work taking place. All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

Labor for operating equipment and installing materials shall be incidental to each item.

Labor – The contractor shall pay the West Virginia State Department of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.

Certified Payrolls will be submitted to the WVDEP on each work directive.

GABIONS: Gabion shall consist of double-twisted wire mesh manufactured from zinc-coated steel wire conforming to ASTM A 641 Class 3 coating, soft temp, which is zinc-coated before double twisted into mesh. Tensile strength of wire used for double twisted mesh, lacing wire and stiffeners

when tested in accordance with ASTM A 370 shall be in accordance with the requirements of ASTM A 641, A 809 and A 856/A 856M for soft temper wire. The tensile strength of zinc-coated steel wire used for fasteners shall be in accordance with the requirements for ASTM A 764, Type A, B or C Table 2 or 3. The bid per each of gabion shall include the basket and all related materials, gabion rock, and labor to install the gabions.

PERMANENT FENCING: Permanent fencing shall consist of metal posts. Posts shall be a minimum of five feet in height. Non-electric fence shall use five (5) strands of barbed wire anchored to metal posts set fifteen (15) foot on centers. Price per foot shall include cost of materials and labor.

CONCRETE MINE SEAL BOX: The cost will include the manufacturing and delivery of the mine box to the job site.

STRUCTURAL CONCRETE: The cost per cubic yard shall include all labor costs for forming and all concrete mason costs for finishing the concrete.

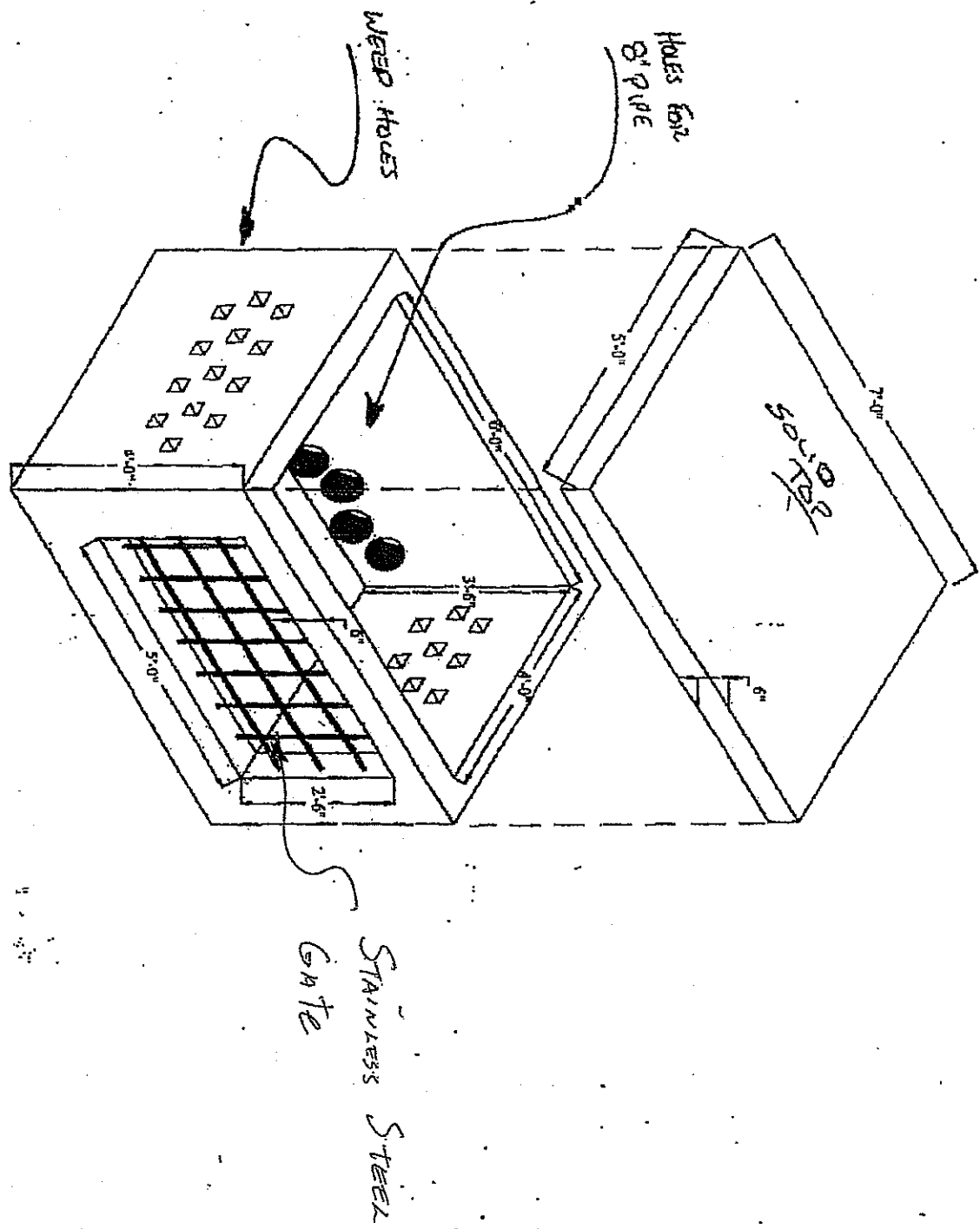
ASPHALT: The asphalt shall conform to the general requirements of Section 401 of the VDOT-DOH Standard Specifications – Roads and Bridges. The asphalt to be used is “Wearing 1”.

MINI EXCAVATOR: Mini excavator shall include rubber tracks and dirt blade. The hourly rate shall include the equipment and operator.

EQUIPMENT HOURLY RATES: All equipment hourly rates shall include the operator rates that apply to that piece of equipment. The only exception to this will be hand held equipment, which will be for the rate of the equipment only (chainsaw, weed eater, etc.).

CONCRETE MINE SEAL BOX: See attached drawing.

RFQ# DEP13919



COOK'S EXCAVATING, LLC
P.O. BOX 204
ROCK VIEW, WV 24880

Part D.

Contractor Name: _____

If the current entity and 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 affiliations. 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	<u>JERRY COOK</u>	Position/Title	<u>MANAGING MEMBER</u>
Address	<u>P.O. BOX 204</u>	Telephone #	<u>(304) 732-7193</u>
	<u>ROCK VIEW, WV 24880</u>	% of Ownership	<u>100</u>
Begin Date:	<u>1/1/06</u>	Ending Date:	<u>1/1/10</u>
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 average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. 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 210 SIB, Constitution Ave., NW, Washington, D.C. 20240.

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 Obligee, 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 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

_____ 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. Corporate seals must be affixed, a power of attorney must be attached

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Cook's Excavating, LLC

Authorized Signature: [Signature] Date: 8/13/07

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Cook's Excavating, LLC
of Rockview WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
Ohio with its principal office in the City of Westfield Center as Surety, are held and firmly bound unto the State
of West Virginia, as Obligor, in the penal sum of five thousand dollars (\$ 5,000.00) 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
RFQ DEP13919; Southern WV Maintenance Contract with the WV DEP According to
Plans and Specifications

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 Obligor 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
14th day of August, 2007.

Principal Corporate Seal

Cook's Excavating, LLC
(Name of Principal)

By [Signature]
(Must be President or
Vice President)

Managing Member
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)

[Signature]
Gregory T. Gordon Attorney-in-Fact WV Resident Agent

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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 07/05/06, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752152 06

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint LARRY D. KERR, GREGORY T. GORDON, PATRICIA A. FINCKE, STEPHEN B. STOGDEN, PATRICIA A. MOYE, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 05th day of JULY A.D., 2006

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaid, Jr.

By: Richard L. Kinnaid, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 05th day of JULY A.D., 2006, before me personally came Richard L. Kinnaid, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of August A.D., 2007.



Frank A. Carrino Secretary

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV039941

Classification:

EXCAVATION
LANDCLEARING
SOIL STABILIZATION
SPECIALTY

COOKS EXCAVATING LLC
PO BOX 204
ROCK VIEW, WV 24880

Date Issued


Expiration Date


DECEMBER 19, 2006

DECEMBER 19, 2007



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/07


PRODUCER BB&T-Carson Insurance Services 601 Tennessee Avenue (25302) P.O. Box 6278 Charleston, WV 25362	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Cook's Excavating, LLC Cecil Cook DBA Cook's Excavating PO Box 204 Rockview, WV 24880	INSURER A: Westfield Insurance Company	24112
	INSURER B: Brickstreet Mutual Insurance Company	RSDL
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TRA3741367	10/05/06	10/05/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$150,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TRA3741367	10/05/06	10/05/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	TRA3741367	10/05/06	10/05/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? if yes, describe under SPECIAL PROVISIONS below	WC1000951504	07/22/07	07/22/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Evidence of Insurance

CERTIFICATE HOLDER State of WV Dept. of Administration Purchasing Division PO Box 50130 Charleston, WV 25305-0130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



PRODUCER:

BrickStreet Mutual Insurance Company
4700 MacCorkle Ave., S.E.
Charleston, WV 25304

CERTIFICATE HOLDER:

COOKS EXCAVATING LLC
PO BOX 204
ROCK VIEW WV 24880-0204

INSURED:

COOKS EXCAVATING LLC
PO BOX 204
ROCK VIEW WV 24880-0204

CERTIFICATE OF INSURANCE

The policy of insurance listed below has been issued to the insured named above for the policy period and coverage indicated. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below. Coverage is contingent on the insured's compliance with policy conditions and premium payment.

If the policy is canceled before the expiration date, BrickStreet Mutual Insurance Company will endeavor to mail a written notice to the certificate holder within 30 days of cancelation. Failure to mail the notice shall impose no obligation or liability of any kind upon BrickStreet Mutual Insurance Company.

POLICY NUMBER: WC10009515-04

DATE CERTIFICATE ISSUED: 6/25/2007

POLICY EFFECTIVE DATE: 7/22/2007

POLICY EXPIRATION DATE: 7/22/2008

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

LIMITS / COVERAGE

WORKERS COMPENSATION - STATUTORY LIMITS

EMPLOYERS LIABILITY LIMITS:

BODILY INJURY BY ACCIDENT:	\$100,000	EACH ACCIDENT
BODILY INJURY BY DISEASE:	\$500,000	POLICY LIMIT
BODILY INJURY BY DISEASE:	\$100,000	EACH EMPLOYEE

WV BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT -
COVERAGE FOR WV CODE 23-4-2(d)(2)(ii)

FEDERAL COAL MINE HEALTH AND SAFETY ACT COVERAGE ENDORSEMENT -
COVERAGE FOR WV CODE 23-4b-1 - FEDERAL BLACK LUNG COVERAGE

SPECIAL PROVISIONS IF ANY: