



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
DEP14141

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

Lambert Excavating
 PO. BOX 2932
 Elkins WV. 26241

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/26/2007				

BID OPENING DATE: **08/21/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		542,938.80
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>SPECIAL RECLAMATION PROGRAM PROJECTS NORTHERN AREA</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION'S OFFICE OF SPECIAL RECLAMATION SITES, IS SOLICITING BIDS TO AWARD A CONTRACT TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND OTHER NECESSARY SERVICES SO AS TO RECLAIM IN AN EXPEDITIOUS MANNER SURFACE MINE SITES ABANDONED BY THE OPERATOR, AT LOCATIONS AS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION. SCOPE OF WORK WILL INCLUDE, BUT WILL NOT BE LIMITED TO, BACKFILLING, DRAINAGE CONTROL, MINE SEALING, AND REVEGETATION OF SITES LOCATED IN THE COAL PRODUCING COUNTIES OF WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS, BID REQUIREMENTS, AND TERMS AND CONDITIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Joseph E Lambert TELEPHONE: 304-636-9027 DATE: 8-21-07

TITLE: owner FEIN: 550968851001 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
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<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND 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) 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 TO 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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY TH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Joseph E Lambert TELEPHONE 304-636-9027 DATE 8--21-07
 TITLE owner FEIN 550768851001 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>REV. 3/88 PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Joseph E Lambert* TELEPHONE *304-636-9029* DATE *8-21-07*
 TITLE *owner* FEIN *550768951001* ADDRESS CHANGES TO BE NOTED ABOVE

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<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, 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</p>						

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<p>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> <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</p>						

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<p>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: Lambert Excavating</p> <p>DATE: 8-21-07</p> <p>SIGNED: Joseph E Lambert</p> <p>TITLE: OWNER</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>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL</p>						

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<p>PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ... <i>Joseph E. Lambert</i> ...</p> <p>CONTRACTORS LICENSE NO.: ... <i>WV 030398</i> ...</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NORTHERN COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p>						

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<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>LIQUIDATED DAMAGES: ACCORDING TO WV CODE 5A-3-4(8), THE VENDOR AGREES THAT LIQUIDATED DAMAGES SHALL BE IMPOSED AT THE RATE OF \$100.00 PER DAY, FOR FAILURE TO PROVIDE DELIVERABLES AT THE AGREED UPON DATE IDENTIFIED IN EACH INDIVIDUAL RELEASE FROM THIS CONTRACT. THIS CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR AML'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR AML MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAGES AGAINST THE VENDOR.</p> <p>BID BOND: A BID BOND IN THE AMOUNT OF \$5,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR A BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE BID BOND.</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND,</p>						

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BID OPENING DATE: 08/21/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Joseph E Lambert TELEPHONE: 304-636-9027 DATE: 8-21-07
 TITLE: OWNER FEN: 550768851001 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEP14141

PAGE
12

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

Lambert Excavating
 PO. BOX 2732
 ELKINS WV 26241

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/26/2007				
BID OPENING DATE: 08/21/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304 636 9029 CONTACT PERSON (PLEASE PRINT CLEARLY): Joseph E. Lambert ***** THIS IS THE END OF RFQ DEP14141 ***** TOTAL: 542,938.80						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Joseph E Lambert TELEPHONE: 304-636-9029 DATE: 8-21-07

TITLE: Owner FEIN: 550768851001 ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER CB-23	PAGE 013	REQ. OR PO NO. DEP14141
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

CONTRACT

FOR

DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION SITES
RECLAMATION/MAINTENANCE SERVICES
NORTHERN COUNTIES

ISSUING OFFICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION
601 57TH STREET
CHARLESTON, WEST VIRGINIA 25304
TELEPHONE 304-926-0499

Maximum Project Expenditures
This contract shall not exceed \$50,000.00 per project

BUYER CB-23	PAGE 014	REQ. OR PO NO DEP14141
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

CONTRACTUAL INFORMATION & REQUIREMENTS

Article I - Statement of Work

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

Article 2 - Location of Work-North

The area of work shall include the Northern 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. (Hancock)	15. (Tucker)
2. (Brooke)	16. (Barbour)
3. (Ohio)	17. (Lewis)
4. Marshall	18. (Braxton)
5. Wetzel	19. (Upshur)
6. Tyler	20. Pocahontas
7. (Monongalia)	21. (Randolph)
8. (Preston)	22. Pendleton
9. (Marion)	23. (Gilmer)
10. Doddridge	24. (Webster)
11. (Harrison)	25. Pleasants
12. (Taylor)	26. Wood
13. Mineral	27. Ritchie
14. (Grant)	

Article 3 - Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Special Reclamation" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Special 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 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 Director of the Division of Land Restoration, Department of Environmental Protection, and shall be considered to be the State's authorized representative.

BUYER CB-23	PAGE 015	REQ. OR PO NO. DEP14141
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

Article 4 - Ordering Procedure

- 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.
- B. Work will be ordered by the Director or his representative, for the Office of Special Reclamation, West Virginia Department of Environmental Protection by issuance of a work directive, 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. 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 to each work directive. The contractor shall give an invoice to the Department of Environmental Protection representative upon completion of each work directive.
- B. Inspections of each project will be made by the Director or his authorized representative as work is completed. A final inspection will be made when all work is completed. A warranty inspection will be conducted on each project during the warranty period. Consideration will be made during the warranty period for unforeseen and unanticipated conditions encountered.
- C. Acceptance criteria will be based on all work being completed as requested in the work directive.

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, if needed.
 - 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 work directive, 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.
-

BUYER CB-23	PAGE 016	REQ. OR PO NO. DEP14141
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

Article 7 - Costs and Payments

A. Payment to the contractor will be made on the following basis:

1. Unit Pricing

Item - As directed by the State in specific work directive.

Quantity - As agreed to prior to issuing a Notice to Proceed.

Unit Price - As provided by the Offeror in the proposal.

B. The contractor shall invoice on specified DEP forms to the department after completion of work specified in the work directive; final inspection has been made; and the work is accepted by the department. All invoices shall show the quantities and unit prices approved in the cost estimate for the work directive. Multiple invoices will be accepted on Work Directives with prior approval of the DEP.

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)

8-21-07
Lambert Excavating

BUYER CB-23	PAGE.. 017	REQ. OR PO NO. DEP14141
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	200 HRS	Crawler Dozer-Caterpillar D-8N or equiv. with 285 minimum flywheel horsepower, equipped with a U-Type Dozer Blade	\$140.00 PER HR	\$28,000.00
2.0	200 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$128.00 PER HR	\$25,600.00
3.0	200 HRS	Crawler Dozer-John Deere 450D or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$123.00 PER HR	\$24,600.00
4.0	200 HRS	Crawler Loader - Caterpillar 931C or equiv. - 67HP w/std 1.05 yd bucket	\$125.00 PER HR	\$25,000.00
5.0	200 HRS	Backhoe Loader, Rubber-Tired-60 minimum flywheel horsepower loader bucket capacity-minimum 1 cubic yard; backhoe bucket size-minimum 6.0 cubic feet	\$95.00 PER HR	\$19,000.00
6.0	200 HRS	Hydraulic Excavator-Backhoe, Caterpillar 225 or equiv. with 120 minimum flywheel horsepower, equipped with standard bucket	\$130.00 PER HR	\$26,000.00
7.0	200 HRS	Hydraulic Excavator - Backhoe - Long Reach, John Deere 790 ELC or equiv. with 155 minimum flywheel horsepower, maximum reach at ground level 59 feet, equipped with standard bucket.	\$185.00 PER HR	\$37,000.00
8.0	200 HRS	Wheel loader-Caterpillar 988B or equiv. with 375 minimum flywheel horsepower, 7 cubic yard minimum bucket	\$185.00 PER HR	\$37,000.00
9.0	200 HRS	Articulated Truck -- Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$125.00 PER HR	\$25,000.00
10.0	200 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$90.00 PER HR	\$18,000.00
11.0	200 HRS	Tractor with low boy, licensed for 110,000 pounds. This item is intended for mobilization and demobilization of equipment. To include all permits and fees necessary for legal transportation of equipment. All other costs, including break-down and put-together costs of equipment, will be incidental to the other items -- per hour. Hourly Rate will be paid one (1) time in and one (1) time out while the truck is loaded for each machine used on project. (Max. Bid \$200/hour)	\$180.00 PER HR	\$36,000.00

8-21-07
Lambert Excavating

BUYER CB-23	PAGE 018	REQ. OR PO NO. DEP14141
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
12.0	100 ACRES	Seed mixture to be applied after seed bed preparation: <u>Vegetative Species</u> <u>Rate/Acre</u> Orchard Grass @ 15 lbs/acre Birdsfoot Trefoil ² @ 15 lbs/acre Weeping Lovegrass ³ @ 2 lbs/acre Redtop ⁴ @ 3 lbs/acre Red Clover @ 10 lbs/acre Ky 31 Fescue ⁵ @ 15 lbs/acre Foxtail Miller ³ @ 12 lbs/acre Wheat or Rye ⁴ @ 50lbs/acre	\$100.00 PER ACRE	\$10,000.00
13.0	100 ACRES	Seed mixture for Vegetation Enhancement <u>Vegetative Species¹</u> <u>Rate/Acre</u> Ky 31 Fescue ⁵ @5 lbs/acre Birdsfoot Trefoil ² @5 lbs/acre Red Clover @5 lbs/acre	\$20.00 PER ACRE	\$2,000.00
14.0	100 ACRES	Additional seed mixture for woodland post-mining land use projects. <u>Vegetative Species¹</u> <u>Rate/Acre</u> Black Locust ² @3 lbs/acre (Reference for Item Numbers 12.0, 13.0 and 14.0) 1. Seeding rate suggested is for pure live seed (pls) in pounds per acre. 2. Herbaceous legumes must be treated with the appropriate bacterium before seeding. 3. Spring mix 4. Fall mix 5. Certified endophyte free variety * Quality and quantity inspection required prior to installation.	\$5.00 PER ACRE	\$500.00
15.0	500 TONS	Agriculture Lime - 85% CaCO ₃ /Acre	\$20.00 PER TON	\$10,000.00
16.0	200 TONS	Fertilizer, 10-20-10	\$240.00 PER TON	\$48,000.00
17.0	200 TONS	Fertilizer, 18-46-0	\$240.00 PER TON	\$48,000.00
18.0	200 TONS	Mulch, Wood Fiber	\$1.00 PER TON	\$200.00
19.0	200 TONS	Mulch, hay or straw	\$75.00 PER TON	\$15,000.00
20.0	200 TONS	Stone, 3" to 6", sandstone, delivered to site	\$20.00 PER TON	\$4,000.00
21.0	200 TONS	Stone, clean 3-1/2" to 1-1/2", limestone, delivered to site	\$20.00 PER TON	\$4,000.00

8-21-07
Lambert Excavating

BUYER CB-23	PAGE 019	REQ. OR PONO. DEP14141
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
22.0	200 TONS	Stone, 1-1/2" crusher run, limestone, delivered to site	<u>\$18.00</u> PER TON	<u>\$3,600.00</u>
23.0	200 TONS	Stone, 3" to 6" riprap limestone, delivered to site	<u>\$25.00</u> PER TON	<u>\$5,000.00</u>
24.0	200 TONS	Stone, 4" to 18" riprap limestone, delivered to site	<u>\$30.00</u> PER TON	<u>\$6,000.00</u>
25.0	200 TONS	Stone, 12" to 36" riprap limestone, delivered to site	<u>\$30.00</u> PER TON	<u>\$6,000.00</u>
26.0	10 EA	HDPE Dual Walled Culvert, 15" diameter/ 20' section	<u>\$130.00</u> EACH	<u>\$1,300.00</u>
27.0	10 EA	HDPE Dual Walled Culvert, 24" diameter/ 20' section	<u>\$300.00</u> EACH	<u>\$3,000.00</u>
28.0	10 EA	HDPE Dual Walled Culvert, 36" diameter/ 20' section	<u>\$600.00</u> EACH	<u>\$6,000.00</u>
29.0	100 LF	Pipe, 12" Schedule 40 PVC	<u>\$9.50</u> PER LF	<u>\$950.00</u>
30.0	10 EA	45° elbow, 12" Schedule 40 PVC	<u>\$90.68</u> EACH	<u>\$906.80</u>
31.0	10 EA	90° elbow, 12" Schedule 40 PVC	<u>\$120.00</u> EACH	<u>\$1,200.00</u>
32.0	10 EA	Cap, 12" Schedule 40 PVC	<u>\$40.00</u> EACH	<u>\$400.00</u>
33.0	10 EA	Tee, 12" Schedule 40 PVC	<u>\$72.00</u> EACH	<u>\$720.00</u>
34.0	100 LF	Pipe, 6" Solid Schedule 40 PVC	<u>\$3.00</u> PER LF	<u>\$300.00</u>
35.0	100 LF	Pipe, 6" Perforated Schedule 40 PVC	<u>\$3.00</u> PER LF	<u>\$300.00</u>
36.0	100 LBS	Bentonite - Sealer	<u>\$0.42</u> PER LB	<u>\$42.00</u>
37.0	10 EA	Tee, 6" Schedule 40 PVC	<u>\$36.00</u> EACH	<u>\$360.00</u>

8-21-07
Lambert Excavating

BUYER CB-23	PAGE 020	REQ. OR PO NO. DEP14141
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
38.0	10 EA	Screw on Cap, 6" Schedule 40 PVC	\$ <u>20.00</u> EACH	\$ <u>200.00</u>
39.0	10 EA	Solid end cap, 6" Schedule 40 PVC	\$ <u>15.00</u> EACH	\$ <u>150.00</u>
40.0	10 EA	45° elbow, 6" Schedule 40 PVC	\$ <u>21.00</u> EACH	\$ <u>210.00</u>
41.0	10 EA	Connector, 6" Schedule 40 PVC	\$ <u>9.00</u> EACH	\$ <u>90.00</u>
42.0	10 EA	90° elbow, 6" Schedule 40 PVC	\$ <u>23.00</u> EACH	\$ <u>230.00</u>
43.0	10 EA	22-1/2° elbow, 6" Schedule 40 PVC	\$ <u>28.00</u> EACH	\$ <u>280.00</u>
44.0	100 SQ YDS	Engineering Fabric for subsurface drainage – in accordance with Section 715.11.4 "Engineering Fabric" of the West Virginia Division of Highways, Standard Specifications Roads and Bridges	\$ <u>1.00</u> PER SQ. YD	\$ <u>100.00</u>
45.0		Utility Relocation - At cost - No Bid Item	NO BID ITEM	NO BID ITEM
46.0	200 HRS	Laborer - To include basic tools i.e. shovel, chainsaw, drill, weedeater, lawnmower, etc. as needed	\$ <u>60.00</u> PER HR	\$ <u>12,000.00</u>
47.0	5 EA	Wooden Weir -- Installed per each (8' x 2' treated 2" lumber with 4" x 4" treated supports)	\$ <u>50.00</u> EACH	\$ <u>250.00</u>
48.0	1000 LF	Silt fence – Provide and install to manufacturer's specifications, minimum 24" high to conform to requirements of Section 715.11.5 of the WVDOH Standard Specification	\$ <u>0.25</u> PER LF	\$ <u>250.00</u>
49.0	200 CY	Grout – Provide and install grout to consist of one part Portland cement and three parts sand mixed with water to produce workable consistency. Cement to meet requirements of Section 701.1 or 701.2 and sand to meet requirements of 702.1 or 702.2 of WVDOH Standard Specifications	\$ <u>125.00</u> PER CY	\$ <u>25,000.00</u>

8-21-07
Lambert Excavating

BUYER CB-23	PAGE 021	REQ. OR PO NO. DEP14141
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
50.0	200 CY	Concrete -- Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$125.00 PER CY	\$25,000.00
51.0	200 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ 1.00 PER TON	\$ 200.00
		Five Hundred Forty Two Thousand nine Hundred Thirty Eight Dollars and Eighty Cents. TOTAL		\$542,938.00

NOTE:

1. All items must be bid and bid in unit measure specified in the quantity column.
2. Quantities are for bidding purposes only.
3. All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
4. 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.
5. All equipment used must be in good operable condition and be readily available.
6. All materials must have approval from a DEP representative.
7. Labor for operating equipment and installing materials shall be incidental to each item.
8. Labor -- The contractor shall pay the West Virginia State Division of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.
9. A warranty period of one (1) year shall commence upon completion and payment of the revegetation item per work directive.

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
give 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

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

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: THE GRANT COUNTY BANK
3 NORTH MAIN STREET
P O BOX 929
PETERSBURG, WV 26847

Date of Issue: <u>08-16-2007</u> Letter of Credit Number: <u>323</u>	
Amount: U.S. \$ <u>5,000.00</u> (<u>FIVE THOUSAND AND NO/100</u> U.S. DOLLARS)	
For Benefit Of: Beneficiary Name and Address	For Account Of: Applicant Name and Address
STATE OF WEST VIRGINIA DEPT. OF ADMINISTRATION, PURCHASING DIVISION, BLDG. 15, 2019 WASHINGTON ST EAST, CHARLESTON, WV 25305	JOSEPH E LAMBERT P O BOX 2732 ELKINS, WV 26241

LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one) together with the documents described below. Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under [Issuer name] Letter of Credit No [Letter of Credit number] dated [Letter of Credit date] " Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the Draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

DRAWINGS

- Partial drawings shall not be permitted under this Letter of Credit
 Partial drawings are permitted. The maximum number of drawings that may be made is _____

DOCUMENTS Each Draft must be accompanied by the following, in original and two copies except as stated:

- The original Letter of Credit, together with any amendments.
 A sight draft drawn by Beneficiary on Issuer
 A signed statement by Beneficiary including the following statement:

 Other documents:

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identify or authority of the person presenting the draft and such documentation.

SPECIAL INSTRUCTIONS:

EXPIRATION DATE This Letter of Credit expires at the close of business at Issuer's address at 2:00 PM (Time) on 12-31-2007 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

- If Beneficiary has not drawn the full amount of this Letter of Credit prior to the Expiration Date, the Expiration Date shall be extended for a period of _____ days from the Expiration Date, unless Issuer notifies Beneficiary in writing at least _____ days prior to the Expiration Date that Issuer elects not to extend this Letter of Credit. In any event, this Letter of Credit shall expire on _____ without any notice from Issuer to Beneficiary.

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: Lambert Excavating

Authorized Signature: Joseph E Lambert Date: 8-21-07



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
 DEP14141

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

Lambert Excavating
 PO. BOX 2932
 Elkins WV 26241

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

DATE PRINTED 07/26/2007	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 08/21/2007				
BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		542,938.80
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>SPECIAL RECLAMATION PROGRAM PROJECTS NORTHERN AREA</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION'S OFFICE OF SPECIAL RECLAMATION SITES, IS SOLICITING BIDS TO AWARD A CONTRACT TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND OTHER NECESSARY SERVICES SO AS TO RECLAIM IN AN EXPEDITIOUS MANNER SURFACE MINE SITES ABANDONED BY THE OPERATOR, AT LOCATIONS AS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION. SCOPE OF WORK WILL INCLUDE, BUT WILL NOT BE LIMITED TO, BACKFILLING, DRAINAGE CONTROL, MINE SEALING, AND REVEGETATION OF SITES LOCATED IN THE COAL PRODUCING COUNTIES OF WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS, BID REQUIREMENTS, AND TERMS AND CONDITIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Joseph E Lambert
 TITLE: OWNER
 TELEPHONE: 304-636-9027
 DATE: 8-21-09
 FEN: 550768851001
 ADDRESS CHANGES TO BE NOTED ABOVE

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

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



Post Office Box 50130
Charleston, WV 25305-0130

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

Lambert Excavating
PO. Box 2732
Elkins WV. 26241

RFQ COPY

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

DATE PRINTED 07/26/2007	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 08/21/2007				

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME 01:30PM						
<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND 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) 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 TO 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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY TH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph E Lambert</i>	TELEPHONE 304-6369027	DATE 8--21-07
TITLE owner	FEDIN 550768851001	ADDRESS CHANGES TO BE NOTED ABOVE

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