



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

Appalachian Contracting Co.
 HC-82 Box 199
 Marlinton, WV 24954

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
0001	1	JB		962-73		777,163 ⁰⁰
<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 <i>Thane A. Ryder</i>	TELEPHONE (304) 799-4488	DATE 8/20/07
TITLE owner	FEIN 55-073-0330	ADDRESS CHANGES TO BE NOTED ABOVE

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



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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>						

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				<p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p>		
2.				<p>THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p>		
3.				<p>A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.</p>		
				<p>REV. 10/01/01</p>		

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<p>REASON CHECKED:</p> <p>(X) 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>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>Appalachian Contracting Co</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 023294</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thane A. Rothen</i>	TELEPHONE <i>(304) 799-4488</i>	DATE <i>8/20/07</i>
TITLE <i>Owner</i>	FAX <i>55-073-0330</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<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>						

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BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
(304) 799-4132						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Thone A. Ryder						
***** THIS IS THE END OF RFQ DEP14141 ***** TOTAL:						<u>777,163.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Thone A. Ryder* TELEPHONE (304) 799-4488 DATE 8/20/07
 TITLE Owner FEIN 55-073-0330 ADDRESS CHANGES TO BE NOTED ABOVE

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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

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.

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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.

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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)

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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	\$134. ⁰⁰ PER HR	\$26,800. 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	\$124. ⁰⁰ PER HR	\$24,800. 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	\$85. ⁰⁰ PER HR	\$17,000. ⁰⁰
4.0	200 HRS	Crawler Loader - Caterpillar 931C or equiv. - 67HP w/std 1 05 yd bucket	\$85. ⁰⁰ PER HR	\$17,000. 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	\$94. ⁰⁰ PER HR	\$18,800. ⁰⁰
6.0	200 HRS	Hydraulic Excavator-Backhoe, Caterpillar 225 or equiv. with 120 minimum flywheel horsepower, equipped with standard bucket	\$134. ⁰⁰ PER HR	\$26,800. 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.	\$134. ⁰⁰ PER HR	\$26,800. ⁰⁰
8.0	200 HRS	Wheel loader-Caterpillar 988B or equiv with 375 minimum flywheel horsepower, 7 cubic yard minimum bucket	\$110. ⁰⁰ PER HR	\$22,000. ⁰⁰
9.0	200 HRS	Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$129. ⁰⁰ PER HR	\$25,800. ⁰⁰
10.0	200 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$95. ⁰⁰ PER HR	\$19,000. 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)	\$200. ⁰⁰ PER HR	\$40,000. ⁰⁰

Appalachian Contracting Co.
 HC-82 Box 199
 Marlinton, WV 24954

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 Millet ³ @ 12 lbs/acre Wheat or Rye ⁴ @ 50lbs/acre	\$295. ⁰⁰ PER ACRE	\$29,500. ⁰⁰
13.0	100 ACRES	Seed mixture for Vegetation Enhancement <u>Vegetative Species</u> ¹ <u>Rate/Acre</u> Ky 31 Fescue ⁵ @5 lbs/acre Birdsfoot Trefoil ² @5 lbs/acre Red Clover @5 lbs/acre	\$90. ⁰⁰ PER ACRE	\$9,000. ⁰⁰
14.0	100 ACRES	Additional seed mixture for woodland post-mining land use projects. <u>Vegetative Species</u> ¹ <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.	\$25. ⁰⁰ PER ACRE	\$2,500. ⁰⁰
15.0	500 TONS	Agriculture Lime - 85% CaCO ₃ /Acre	\$15. ⁰⁰ PER TON	\$7,500. ⁰⁰
16.0	200 TONS	Fertilizer, 10-20-10	\$450. ⁰⁰ PER TON	\$90,000. ⁰⁰
17.0	200 TONS	Fertilizer, 18-46-0	\$600. ⁰⁰ PER TON	\$120,000. ⁰⁰
18.0	200 TONS	Mulch, Wood Fiber	\$280. ⁰⁰ PER TON	\$56,000. ⁰⁰
19.0	200 TONS	Mulch, hay or straw	\$260. ⁰⁰ PER TON	\$52,000. ⁰⁰
20.0	200 TONS	Stone, 3" to 6", sandstone, delivered to site	\$24. ⁶⁰ PER TON	\$4,920. ⁰⁰
21.0	200 TONS	Stone, clean 3-1/2" to 1-1/2", limestone, delivered to site	\$19. ⁰⁹ PER TON	\$3,818. ⁰⁰

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BUYER CB-23	PAGE 019	REQ. OR PO NO. DEP14141
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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>16.78</u> PER TON	\$ <u>3,356.</u> ⁰⁰
23.0	200 TONS	Stone, 3" to 6" riprap limestone, delivered to site	\$ <u>22.55</u> PER TON	\$ <u>4,510.</u> ⁰⁰
24.0	200 TONS	Stone, 4" to 18" riprap limestone, delivered to site	\$ <u>23.98</u> PER TON	\$ <u>4,796.</u> ⁰⁰
25.0	200 TONS	Stone, 12" to 36" riprap limestone, delivered to site	\$ <u>25.99</u> PER TON	\$ <u>5,198.</u> ⁰⁰
26.0	10 EA	HDPE Dual Walled Culvert, 15" diameter/ 20' section	\$ <u>140.</u> ⁰⁰ EACH	\$ <u>1,400.</u> ⁰⁰
27.0	10 EA	HDPE Dual Walled Culvert, 24" diameter/ 20' section	\$ <u>340.</u> ⁰⁰ EACH	\$ <u>3,400.</u> ⁰⁰
28.0	10 EA	HDPE Dual Walled Culvert, 36" diameter/ 20' section	\$ <u>650.</u> ⁰⁰ EACH	\$ <u>6,500.</u> ⁰⁰
29.0	100 LF	Pipe, 12" Schedule 40 PVC	\$ <u>18.</u> ⁰⁰ PER LF	\$ <u>1,800.</u> ⁰⁰
30.0	10 EA	45° elbow, 12" Schedule 40 PVC	\$ <u>130.</u> ⁰⁰ EACH	\$ <u>1,300.</u> ⁰⁰
31.0	10 EA	90° elbow, 12" Schedule 40 PVC	\$ <u>160.</u> ⁰⁰ EACH	\$ <u>1,600.</u> ⁰⁰
32.0	10 EA	Cap, 12" Schedule 40 PVC	\$ <u>70.</u> ⁰⁰ EACH	\$ <u>700.</u> ⁰⁰
33.0	10 EA	Tee, 12" Schedule 40 PVC	\$ <u>160.</u> ⁰⁰ EACH	\$ <u>1,600.</u> ⁰⁰
34.0	100 LF	Pipe, 6" Solid Schedule 40 PVC	\$ <u>5.</u> ⁰⁰ PER LF	\$ <u>500.</u> ⁰⁰
35.0	100 LF	Pipe, 6" Perforated Schedule 40 PVC	\$ <u>6.50</u> PER LF	\$ <u>650.</u> ⁰⁰
36.0	100 LBS	Bentonite - Sealer	\$ <u>10.</u> ⁰⁰ PER LB	\$ <u>1,000.</u> ⁰⁰
37.0	10 EA	Tee, 6" Schedule 40 PVC	\$ <u>52.</u> ⁰⁰ EACH	\$ <u>520.</u> ⁰⁰

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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>22.00</u> EACH	\$ <u>220.</u> 00
39.0	10 EA	Solid end cap, 6" Schedule 40 PVC	\$ <u>16.00</u> EACH	\$ <u>160.</u> 00
40.0	10 EA	45° elbow, 6" Schedule 40 PVC	\$ <u>33.00</u> EACH	\$ <u>330.</u> 00
41.0	10 EA	Connector, 6" Schedule 40 PVC	\$ <u>15.00</u> EACH	\$ <u>150.</u> 00
42.0	10 EA	90° elbow, 6" Schedule 40 PVC	\$ <u>49.00</u> EACH	\$ <u>490.</u> 00
43.0	10 EA	22-1/2° elbow, 6" Schedule 40 PVC	\$ <u>32.00</u> EACH	\$ <u>320.</u> 00
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>2.00</u> PER SQ. YD	\$ <u>200.</u> 00
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.</u> 00
47.0	5 EA	Wooden Weir - Installed per each (8' x 2' treated 2" lumber with 4" x 4" treated supports)	\$ <u>165.00</u> EACH	\$ <u>825.</u> 00
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>8.00</u> PER LF	\$ <u>8,000.</u> 00
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>140.00</u> PER CY	\$ <u>28,000.</u> 00

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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	\$ 140. ⁰⁰ PER CY	\$ 28,000. ⁰⁰
51.0	200 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ 98. ⁰⁰ PER TON	\$ 19,600. ⁰⁰
		TOTAL		\$ 77,163. 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 herelo 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
herelo 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 herunto 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
and power of attorney must be attached

BID BOND PREPARATION INSTRUCTIONS

AGENCY _____ (A)
 RFQ/RFP# _____ (B)

023

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

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

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
 _____ (C) of _____ (D) _____ (E),
 as Principal, and _____ (F) of _____ (G),
 _____ (H), a corporation organized and existing under the laws
 of the State of _____ (I) with its principal office in the City of
 _____ (J), as Surety, are held and firmly bound unto The State
 of West Virginia, as Obligee, in the penal sum of _____ (K)
 (\$ _____ (L)) for the payment of which, well and truly to be made,
 we jointly and severally bind ourselves, our heirs, administrators, executors,
 successors and assigns.

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

NOW THEREFORE

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their
 hands and seals, and such of them as are corporations have caused their corporate
 seals to be affixed hereto and these presents to be signed by their proper officers,
 this _____ (N) day of _____ (O), 20 _____ (P).

Principal Corporate Seal

(R)

 (Name of Principal)

By _____
 (Must be President or
 Vice President)

 Title

Surety Corporate Seal

(U)

 (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

024

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: Appalachian Contracting Company
Authorized Signature: _____ Date: 8/20/07

THIS CHECK CONTAINS AN ARTIFICIAL WATERMARK, MICROPRINTING, FLUORESCENT FIBERS AND IS CHEMICALLY REACTIVE.

City
NATIONAL BANK

CASHIER'S CHECK

Date: 08/20/2007

69-452/519 10182792

NOTICE TO CUSTOMERS: THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST MISPLACED OR STOLEN. ANY QUESTIONS PLEASE CALL (304) 769-1320.

25 Gateway Rd
Cross Lanes, WV 25313

PAY ONLY

\$5000.00
DOLLAR ONE THOUSAND ZERO HUNDRED ZERO AND ZERO/100

*****08/20/2007 * Five Thousand and 0/100 Dollars

NOT VALID FOR OVER \$5,000.00

PAY TO THE ORDER OF
STATE OF WEST VIRGINIA

Terry W. Childers

AUTHORIZED SIGNATURE

For: **APPALACHIAN CONTRACTING -DEP 14141 BID BOND**

This Cashier's Check will not be paid if it has been forged, copied, altered or stolen and in that event recourse shall be had only against the endorser.

