



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
DEP14285

PAGE
1

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

V E N D O R	*709063722 01 304-414-0255
	EASTERN ARROW CORP INC
	PO BOX 4108
	CHARLESTON WV 25364

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/07/2008				

BID OPENING DATE: 04/22/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** ADDENDUM NO. 1 *****					
	ADDENDUM ISSUED FOR THE WEAVER PORTALS & MINE DRAINAGE PHASE II PROJECT AS A RESULT OF THE PRE-BID MEETING OF 03/26/2008, AND CONTAINS THE PRE-BID SIGN-IN SHEETS, THE Q&A FROM THE MEETING, AND A REVISE BID SCHEDULE.					
	BID OPENING DATE AND TIME HAVE BEEN EXTENDED TO 04/22/2008 @ 1:30 PM.					
	***** NO OTHER CHANGES *****					
0001		JB	962-73	RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES	TOTAL \$	947,615 ⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	304-414-0255	4-18-08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
PRESIDENT	55-0754491		

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.
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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*.
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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

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SIGNED BID TO:

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

002

RFQ # : DEP 14285Bid Date: 4/17/08Project: Weaver Portals & HW phase IIPre-Bid Date: 3/26/08

Name : JAMES ALLEN
 Company: JF ALLEN CO
 Address: PO Box 2049
Buckhannon Wd
26201

Phone #: 304 472 8890
 Fax #: 304 472 8897
 Email : _____

Name : James Cooper
 Company: Mountaineer Grading Co
 Address: PO Box 159
Elkview, WV 25071

Phone #: 304-548-6800
 Fax #: 304-548-6900
 Email : coopermgrd@aol.com

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO
 Address: 511 50th STREET
CHARLESTON WV
25304

Phone #: 304 925 0253
 Fax #: 304 925 9230
 Email : Jody Maye AOL.COM

Name : Mack Lilly
 Company: Eastern Arrow Corp, Inc.
 Address: PO Box 4108
Charleston, WV 25364

Phone #: 304 414 0255
 Fax #: 304 414 0256
 Email : easternarrow@hotmail.com

Name : RANDI GALKIN
 Company: STANIK (P.D. STANIK)
 Address: 1 Marine Ave
BUCKHANNON, WV

Phone#: 304-472-7140
 Fax #: 304-472-6239
 Email : RANDI.GALKIN@STANIK

Name : Gary Long
 Company: McCourt & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601

Phone#: 304 765 5288
 Fax #: 304 765 5293
 Email : _____

Name : Robert Barnes
 Company: BARNES EXC. INC.
 Address: P.O. Box 13384
Sissonville
WV 25360

Phone#: 304-984-1725
 Fax #: 304-984-0074
 Email : None

Name : Randy Carpenter
 Company: Carpenter Reclamation, Inc.
 Address: PO Box 13015
Sissonville, WV
25360

Phone#: 884-1115
 Fax #: 984-2770
 Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET 003

RFQ # : DEP 14285
 Project: Weaver Portals & HW - Phase II

Bid Date: 4/17/08
 Pre-Bid Date: 3/26/08

Name : Doug Vincent
 Company: BREAKAWAY INC.
 Address: 1675 Old Turnpike Rd
Sutton, WV 26601

Name : Spencer Wooddell
 Company: Cowgirl Up Inc.
 Address: PO Box 243
Simpson WVA 26435

Phone #: 765-5317
 Fax #: 765-5359
 Email : breakaway-inc@verizon.net

Phone# : 304 734 4397
 Fax # : 304 734 4397
 Email : trw-cowgirlupdearth@comcast.net

Name : GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC
 Address: P.O. BOX 218
KENNA, WV 25248

Name : Jim KESLEY
 Company: GROUND BREAKERS INC
 Address: 10 BOX 1227
CLARKSBURG WVA.
26301

Phone #: (304) 372-4378
 Fax # : (304) 372-4378
 Email :

Phone# : 622 2400
 Fax # : 622 2410
 Email :

Name : PAUL Fortney
 Company: SCJL CO Leasing Corp Inc
 Address: 8 Hunter Lane RD
Fairmont WV
26554

Name : WAYNE H. STANLEY
 Company: STANLEY INDUSTRIES, INC
 Address: 7 Maple Lake
Bridgeport, WV 26330

Phone #: 304 290 4608
 Fax # : 304 296-8252
 Email :

Phone# : 342-8560
 Fax # : 342-8609
 Email :

Name : JEFF BOSLEY
 Company: J.C. BOSLEY CONSTRUCTION INC
 Address: 1 BOSLEY AVE
Parkersburg WV 26101

Name : Garland Steele
 Company: Stantec
 Address: 1200 VA ST E.
Charleston WV

Phone #: 304-422-0025
 Fax # : 304 422-0414
 Email :

Phone# : 304 345 7140
 Fax # : 304 345 8887
 Email : garland.steele@stantec.com

WEAVER PORTALS & MINE DRAINAGE-PHASE II

ADDENDUM #1

DEP14285

The following description identifies revisions that are to be incorporated into the Design Plans for this project.

- 1) The existing culvert across the access to Site Two from Route 56 shall be replaced with 42 LF of 16" diameter, ½" sidewall steel casing pipe. The road ditch shall be regarded upstream and downstream to allow existing floods into and out of the newly installed steel pipe. Ditch grading will extend approximately 10 feet upstream and 70 feet downstream. The 16" steel pipe shall be installed according to the Specifications and in a manner similar to other pipe installation shown on the Plans. Measurement and payment for the steel casing pipe shall be per LF. Cleaning out the road ditch and disposal of the material removed shall be incidental to the LF price bid for the Steel Casing Pipe Installation.
- 2) The quantity of 42" HDPE Pipe shown on the drawings shall be increased by 20 LF on the outlet end. Consequently the quantity of channel into which the pipe discharges shall be decreased by 20 LF.
- 3) Section 7.2.9.3 and 7.3.4.6 of the Specifications should indicate No. 1 Stone instead of Class I Stone.
- 4) The project shall be bid in accordance with the attached Revised Bid Schedule.

In addition, the following responses are provided for questions that were presented at the Pre-Bid Conference:

Question: Is the 42" HDPE pipe the pipe that has a Type G inlet associated with it?
Answer: Yes.

Question: Are the Plan Drawings available in Auto-Cad Version?
Answer: No.

Question: Will the installation of the 42" HDPE pipe interfere with any existing utilities?
Answer: That is an unknown since the depth of existing utilities is unknown, but certainly is a possibility. If utility relocation is required, the contractor will be reimbursed the invoice cost from the utility to do the work?

Weaver Portals & Mine Drainage – Phase II
Addendum #1
Page Two

Question: Does the Gas Company know about the proposed relocation of the gas line?

Answer: Yes.

Question: Is it temporary or permanent?

Answer: Permanent.

Question: Is there a designated area to stockpile timber from the clearing and grubbing operation?

Answer: Timber is to be stockpiled at a location accessible to the landowner.

Question: Was the mapping performed by aerial photography or ground survey methods?

Answer: A combination of both.

Question: Are the depressions where the subsidence socks are to be installed?

Answer: Yes, but not all depressions get subsidence socks. Only those locations identified on the drawings are planned to have subsidence socks. However, new depressions may have occurred since the plans were finalized that may require subsidence socks. These locations would obviously not be identified on the drawings.

Question: Is the mine map overlay reliable?

Answer: The bore logs provide a more accurate indication of the subsurface conditions at the site.

Question: Are the flush ponds part of the treatment system?

Answer: They are a part of the treatment system, but not part of the pay items for treatment beds. The excavation for the flush ponds is included under "Unclassified Excavation".

Question: What is the minimum backfill over the 42" HDPE Pipe? Can any adjustment be made?

Answer: The backfill is as shown on the Details or as otherwise approved by WVDOH for flowable fill backfill requirements.

Question: What is the stone to be utilized for the treatment beds?

Answer: 1 ½" to 3 ½" No. 1 Stone as referenced in Item 3 of this addendum.

Question: How is the chain link fence paid?

Answer: A pay item is provided on the Bid Schedule.

Weaver Portals & Mine Drainage – Phase II
Addendum #1
Page Three

006

- Question: What is the Engineer's Estimate?
Answer: \$1,187,394, but it is out of date since it is from 2005 when the plans were completed.
- Question: Can the contractor construct a temporary road around the 42" HDPE pipe installation to keep one lane of traffic open as required by the Specifications?
Answer: No, not unless the contractor gets an agreement from the landowner, since it would be outside the DOH right-of-way, and approval from WVDOH.
- Question: Is the Type G Inlet available as a pre-cast structure as shown on the drawings?
Answer: If not, it can be manufactured as shown or cast in place.
- Question: Is the State right of way shown on the Plans?
Answer: No, but it is believed to be 30' wide.
- Question: Are the limestone treatment beds constructed in rock?
Answer: The bottom of the excavation for the beds is in the coal pavement.
- Question: Is the coal pavement toxic?
Answer: No, just the coal seam.
- Question: What is supposed to be done with the outcrop coal?
Answer: There is no outcrop coal in this area, but if encountered it should be buried on-site.
- Question: Was this a DeMotto Strip?
Answer: Don't think so.
- Question: How is the outslope of the limestone treatment bed excavation to be handled?
Answer: The contractor does not have to regrade the outslope in some areas. Otherwise, it is regraded as indicated by the x-sections.
- Question: Does the timber company own the property in this area?
Answer: Yes.
- Question: Where is the refuse on Site 1 supposed to be disposed of?
Answer: It can be buried on Site 1 within the contractor's work limits.

WEAVER PORTALS AND HIGHWALL, PHASE II

Contractor' Bid Sheet

Requisition # DEP 14285

REVISED PER ADDENDUM #1

007

Company Name:

EASTERN ARROW

P.O. BOX 4108

CHARLESTON, WV 25364

Address:

PHONE: 304 414-0255

FAX: 304 414-0256

easternarrow@hotmail.com

easternarrow.net

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

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE	AMOUNT
1.0	Lump Sum		Mobilization and Demobilization (Cannot be more than 7% of TOTAL AMOUNT BID)	\$25,978 ⁻	\$25,978 ⁻
2.0	Lump Sum		Construction Layout Stakes (Cannot be more than 3% of TOTAL AMOUNT BID)	\$1,000 ⁻	\$1,000 ⁻
3.0	Lump Sum		Quality Control (Cannot be more than 2% of TOTAL AMOUNT BID)	\$1,000 ⁻	\$1,000 ⁻
4.1	Lump Sum		Site Preparation (Cannot be more than 5% of TOTAL AMOUNT BID)	\$47,000 ⁻	\$47,000 ⁻
4.2	2,150	L.Ft.	Type I Access Road	\$8 ⁵⁰	\$18,275 ⁻
4.3	1,420	L.Ft.	Type II Access Road	\$8 ⁻	\$11,360 ⁻
4.4	1,096	L.Ft.	Chain Link Fence	\$45 ⁻	\$49,320 ⁻
5.0	8,250	L.Ft.	Sediment Control	\$1 ⁻	\$8,250 ⁻
6.0	19	Acs.	Revegetation	\$2,000 ⁻	\$38,000 ⁻
7.1	244	L.Ft.	1.5 Ft. Deep Grouted Riprap "Vee" Ditch	\$51 ⁻	\$12,444 ⁻
7.2	662	L.Ft.	2.0 Ft. Deep Riprap "Vee" Ditch	\$36 ⁻	\$23,832 ⁻
7.3	1,117	L.Ft.	2.0 Ft. Deep Grouted Riprap "Vee" Ditch	\$56 ⁻	\$62,552 ⁻
7.4	1,124	L.Ft.	3.0 Ft. Deep Grouted Riprap "Vee" Ditch	\$96 ⁻	\$107,904 ⁻
7.5	30	L.Ft.	18" Ø HDPE Pipe	\$80 ⁻	\$2,400 ⁻
7.6	138	L.Ft.	24" Ø HDPE Pipe	\$100 ⁻	\$13,800 ⁻
7.7	126	L.Ft.	42" Ø HDPE Pipe	\$500 ⁻	\$63,000 ⁻
7.8	1	Ea.	Type "G" Inlet	\$10,000 ⁻	\$10,000 ⁻
7.9	Lump Sum		Limestone Treatment Bed Number One	\$68,000 ⁻	\$68,000 ⁻
7.10	Lump Sum		Limestone Treatment Bed Number Two	\$68,000 ⁻	\$68,000 ⁻
7.11	Lump Sum		Limestone Treatment Bed Number Three	\$68,000 ⁻	\$68,000 ⁻
7.12	5	Ea.	Subsidence Socks	\$1000 ⁻	\$5,000 ⁻
8.0	48,900	C.Yds.	Unclassified Excavation	\$3 ⁻	\$146,700 ⁻
9.1	10	Ea.	Wet Mine Seals	\$6,000 ⁻	\$60,000 ⁻
9.2	250	Bags	Soda Ash Briquettes	\$10 ⁻	\$2,500 ⁻
9.3	955	L.Ft.	Wet Mine Seal Outlet Pipes	\$20 ⁻	\$19,100 ⁻
9.4	1,000	L.Ft.	Subsurface Drain	\$10 ⁻	\$10,000 ⁻
10.0	42	L. Ft.	16" Steel Casing	\$100 ⁻	\$4,200 ⁻
			TOTAL:		\$947,615 ⁻

Bidders Authorized Signature:



Date:

4-18-08



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Post Office Box 50130
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DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/05/2008				

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04/17/2008

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 4-ACRE ABANDONED MINE PROJECT KNOWN AS THE WEAVER PORTALS & HIGHWALL - PHASE II PROJECT. THE PROJECT IS LOCATED NEAR JUNIOR, (BARBOUR CO.), WV						
A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 03/26/08 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.						
DIRECTIONS TO PREBID:						
THE WEAVER HIGHWALL AND MINE DRAINAGE PHASE II PROJET MAY BE ACCESSED BY EXITING INTERSTATE NUMBER 79 AT THE WESTON/BUCKHANNON EXIT (EXIT NUMBER 99) AND TRAVEL EAST ON U.S. ROUTE 33/119 (CORRIDOR H) FOR ABOUT 33 MILES TO THE INTERSECTION WITH U.S. ROUTE 250. TURN NORTH (LEFT) ONTO U.S. ROUTE 250 AND TRAVEL APPROXIMATELY 1.2 MILES TO THE INTERSECTION WITH BARBOUR COUNTY RT 250/13 (BEAVER CK RD). TURN EAST (RIGHT) ONTO BEAVER CREEK ROAD FOR APPROXIMATELY 0.5 MILES TO THE RANDOLPH COUNTY LINE, NOW BEAVER CK RD BECOMES RANDOLPH CO. RT. 16. CONTINUE ON THE BEAVER CK.RD. APPROXIMATELY 1.6 MILES TO THE BEGINNING OF THE PROJECT LOCATED TO THE EAST (RIGHT) OF THE ROAD. CONTINUE ON BEAVER CK RD						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
FOR APPROXIMATELY 0.25 MILES TO THE BARBOUR COUNTY LINE NOW BEAVER CK RD BECOMES BARBOUR RT. 56. CONTINUE ON THE BEAVER CK RD APPROXIMATELY 500 FEET TO THE INTERSECTION OF BEAVER CK RD AND A RAILROAD GRADE NOW USED AS ROAD ACCESS TO TWO HOMES. TURN NORTH (RIGHT) ONTO THE RAILROAD GRADE AND GO 0.26 MILES TO THE END OF THE PROJECT LOCATED TO THE WEST (LEFT) AND EAST (RIGHT) LOCATED ON THE DOWN-GRADIENT SIDE FO A LARGE ABANDONED DEEP MINE COMPLEX AND DRAINS TO BEAVER CREEK OF THE TYGART RIVER VALLEY OF THE MONONGAHELA RIVER WATERSHED.						
PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST., SE, CHARLESTON, WV 25304 PH. 304-926-0485 UPON PAYMENT OF \$25.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.						
EXHIBIT 5						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.						
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/05/2008				

BID OPENING DATE:

04/17/2008

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
RATES AS ESTABLISHED FOR BARBOUR/RANDOLPH CO. PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.						
ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						
(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF 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.						
() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.						
(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WIL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

RFQ NUMBER

DEP14285

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN
304-558-2157

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*709063722 01 304-414-0255
EASTERN ARROW CORP INC
PO BOX 4108

CHARLESTON WV 25364

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ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
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304-926-0499

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BID OPENING DATE: 04/17/2008		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>***** EXHIBIT 12</p> <p>AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (EXPIRATION DATE: 01/31/2010) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.OSMRE.GOV</p> <p>*****</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL 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 OR PHONE 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. BIDDER TO COMPLETE:</p>						
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04/17/2008

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS NAME: Eastern Arrow Corp., Inc</p> <p>CONTRACTORS LICENSE #: WV022303</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>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE & REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>(1) NOTICE TO PROCEED: THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.</p> <p>(2) GUARANTEE AND MAINTENANCE: (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE</p>						

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	304 414-0255	04.18.08
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President	550754491	

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<p>PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.</p> <p>(B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(3) TERMINATION: (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE.</p> <p>(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: (A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS</p>						
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	<p>PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE. (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.</p> <p>(5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "WEAVER PORTALS & HW - PHASE II" PROJECT. SAID PLANS AND SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 38 DRAWINGS AS PREPARED INHOUSE BY THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>(6) PAYMENTS AND COMPLETION: THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.</p> <p>(7) APPLICATION FOR PARTIAL PAYMENT: THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>					
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 9/98						
PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS						
1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,						
A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.						
B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.						
C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.						

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2.	THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF: A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR, B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS. 3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56. REV. 10/01/01 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU					

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<p>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 FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: DEP14285</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						
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I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 ✓						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
..... SIGNATURE Eastern Arrow Corp., Inc. COMPANY 04.18.08 DATE						
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION						

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PRESIDENT	304 414 0256	04.18.08
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25304

304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
03/05/2008						
BID OPENING DATE: 04/17/2008		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.: DEP14285</p> <p>BID OPENING DATE: 04/17/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304 414-0256</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Ann Wardwell</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
		304 414-0255		04.18.08		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
PRESIDENT		550754491				

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 may be deemed null and void, and 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

WEAVER PORTALS AND HIGHWALL, PHASE II

Contractor' Bid Sheet

014

RFQ# DEP14285

Company Name: _____

Address: _____

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

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE	AMOUNT
1.0	Lump Sum		Mobilization and Demobilization (Cannot be more than 7% of TOTAL AMOUNT BID)	\$	\$
2.0	Lump Sum		Construction Layout Stakes (Cannot be more than 3% of TOTAL AMOUNT BID)	\$	\$
3.0	Lump Sum		Quality Control (Cannot be more than 2% of TOTAL AMOUNT BID)	\$	\$
4.1	Lump Sum		Site Preparation (Cannot be more than 5% of TOTAL AMOUNT BID)	\$	\$
4.2	2,150	L.Ft.	Type I Access Road	\$	\$
4.3	1,420	L.Ft.	Type II Access Road	\$	\$
4.4	1,096	L.Ft.	Chain Link Fence	\$	\$
5.0	8,250	L.Ft.	Sediment Control	\$	\$
6.0	19	Acres	Revegetation	\$	\$
7.1	244	L.Ft.	1.5 Ft. Deep Grouted Riprap "Vee" Ditch	\$	\$
7.2	662	L.Ft.	2.0 Ft. Deep Riprap "Vee" Ditch	\$	\$
7.3	1,117	L.Ft.	2.0 Ft. Deep Grouted Riprap "Vee" Ditch	\$	\$
7.4	1,144	L.Ft.	3.0 Ft. Deep Grouted Riprap "Vee" Ditch	\$	\$
7.5	30	L.Ft.	18" Ø HDPE Pipe	\$	\$
7.6	138	L.Ft.	24" Ø HDPE Pipe	\$	\$
7.7	106	L.Ft.	42" Ø HDPE Pipe	\$	\$
7.8	1	Ea.	Type "G" Inlet	\$	\$
7.9	Lump Sum		Limestone Treatment Bed Number One	\$	\$
7.10	Lump Sum		Limestone Treatment Bed Number Two	\$	\$
7.11	Lump Sum		Limestone Treatment Bed Number Three	\$	\$
7.12	5	Ea.	Subsidence Socks	\$	\$
8.0	48,900	C.Yds.	Unclassified Excavation	\$	\$
9.1	10	Ea.	Wet Mine Seals	\$	\$
9.2	250	Bags	Soda Ash Briquettes	\$	\$
9.3	955	L.Ft.	Wet Mine Seal Outlet Pipes	\$	\$
9.4	1,000	L.Ft.	Subsurface Drain	\$	\$
			TOTAL:	\$	\$

Bidders Authorized Signature: _____

Date: _____

OMB #1029-0119
Expiration Date: 01/31/2010

AML CONTRACTOR INFORMATION FORM

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

Part A: General Information

Contractor Name: Eastern Arrow Corp., Inc. Tax Payer ID No.: 55 075 4491
Address: PO Box 4108
City: Charleston State: WV Zip Code: 25364 Phone: 304 414-0255
Fax No.: 304 414-0256 E-mail address: easternarrow@hotmail.com

Part B: Legal Structure

☒ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ LLC
☐ Other (please specify)

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.

I, Ann Wardwell, have the express authority to certify that:
(print name)

Information on the attached Entity OFT from AVS is accurate, complete, and up-to-date. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.

Part of the information on the attached Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.

Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

Date 04.18.08

Signature



Title President

IMPORTANT!

In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or request it from www.avs.osmre.gov on the Internet.

(141829) EASTERN ARROW CORP INC

Entity ID	Name	Desc Code	Begin Date	End Date	Pct. Hold Own. Code
139824	WARDWELL, ANN	PRS	17-Feb-1994		
139824	WARDWELL, ANN	SH	17-Feb-1994		33%
139825	WARDWELL, MICHAEL	VP	17-Feb-1994		
139825	WARDWELL, MICHAEL	SH	17-Feb-1994		34%
139826	WARDWELL, JAY R	SEC	1-Jun-1996		
139826	WARDWELL, JAY R	TR	1-Jun-1996		
139826	WARDWELL, JAY R	SH	1-Jun-1996		33%
141837	WARDWELL, J R	DIR	1-Jun-1996	31-Jul-2000	
141837	WARDWELL, J R	SH	1-Jun-1996	31-Jul-2000	28%

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

ROSS E. JOHNSON, H. RANDOLPH NEVILLE, PATRICK B. KEE, SHEILA D. MCCORMICK, 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, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000)----**

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 **03rd** day of **DECEMBER** A.D., 2007.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

On this **03rd** day of **DECEMBER** A.D., 2007, before me personally came **Richard L. Kinnaird, 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



State of Ohio
County of Medina ss.:

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

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 **26th** day of **March** A.D., 2008.



Frank A. Carrino, Secretary

STATE OF WEST VIRGINIA
Purchasing Division

019

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

Authorized Signature: _____

Date: _____

4-18-08