



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  
 DEP13010

PAGE  
 1

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

\*709053645 304-364-8626  
 ROMIE SPENCER INC  
 HC 74 BOX 201  
 STRANGE CREEK WV 26639

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 12/23/2008   |               |          |        |               |

BID OPENING DATE: 01/13/2009 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT     |
|---|----------|-----|--------|-------------|------------|------------|
| ***** ADDENDUM NO. 1 *****  |          |     |        |             |            |            |
| ADDENDUM ISSUED FOR THE PRINCESS SUSAN RECLAMATION PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE BID DOCUMENT MODIFICATIONS, AND THE Q/A RESULTING FROM THE 12/02/08 PRE-BID MEETING. |          |     |        |             |            |            |
| BID DATE AND OPENING TIME HAVE BEEN EXTENDED TO 01/13/2009 AT 1:30 PM.  |          |     |        |             |            |            |
| ***** NO OTHER CHANGES *****  |          |     |        |             |            |            |
| 0001  | 1        | JB  |        | 962-73      |            | 415,235.40 |
| RECLAMATION: RESTORATION OF LAND  |          |     |        |             |            |            |

RECEIVED  
 2009 JAN 13 PM 12:16  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Nancy Spencer* TELEPHONE: 304-364-8626 DATE: 01-12-09  
 TITLE: *President* FEIN: 61-1435430 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

### MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 13010  
 Project: PRINCESS SUSAN

Bid Date: 1-6-09  
 Pre-Bid Date: 12-2-08

Name : Doug Vincent  
 Company: Breakaway Inc.  
 Address: 1075 old Turnpike Rd  
Sutton, WV 26601  
 Phone #: 765-537  
 Fax # : 765-5389  
 Email : \_\_\_\_\_

Name : Randy Carpenter  
 Company: Carpenter Reclamation  
 Address: PO Box 17015  
Sissonville, WV  
25760  
 Phone# : 304-984-1115  
 Fax # : 984-2770  
 Email : \_\_\_\_\_

Name : Garry Long  
 Company: McCourt & Son Const  
 Address: 3790 Comelia Rd  
Sutton WV 26601  
 Phone #: 304 765-5288  
 Fax # : 304 765-5293  
 Email : \_\_\_\_\_

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone# : \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

Name : Roger Smithson  
 Company: Cowgirl Up Inc  
 Address: P.O. Box 243  
Sampson WV 26435  
 Phone #: 304-779-4397  
 Fax # : 304-779-4397  
 Email : \_\_\_\_\_

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone# : \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

Name : Roger L. Collier Jr.  
 Company: Collier Building & Contracting Inc  
 Address: 782 Early Av.  
Flaunville, WV  
26621  
 Phone #: 304-205-7521  
 Fax # : 304-205-7521  
 Email : \_\_\_\_\_

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone# : \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : Princess Susana  
 Project: DEP 13010

DEC 17 2008

Bid Date: 1/04/09  
 Pre-Bid Date: 12/2/08

Name : David H. Bowman  
 Company: Green Mountain Co  
 Address: 511 50th Street  
Charleston WV  
25304  
 Phone #: 304 925 0293  
 Fax #: 925 443  
 Email : JudyNkye@OLCOM

Name : Steven Freshour  
 Company: Eagle Excavation Inc.  
 Address: ~~XXXXXXXXXX~~  
PO Box 218  
Kenna WV 25248  
 Phone#: 1-304-372-4378  
 Fax #: 1-304-372-4378  
 Email : \_\_\_\_\_

Name : Basil Carpenter  
 Company: BASIL CARPENTER & Inc  
 Address: 333 A CALL RD  
Chas WV 25312  
 Phone #: 304 546-1661  
 Fax #: 984-0388  
 Email : Basil.Carpenter@AOL.com

Name : J.R. Spencer  
 Company: Romie Spencer, Inc  
 Address: HC 74, Box 201  
STRONG CREEK WV  
25063  
 Phone#: 304-714-8626  
 Fax #: 304-364-8376  
 Email : RHS2@Hughes.net

Name : Robert Barnes  
 Company: BARNES EXC. INC.  
 Address: P.O. BOX 13384  
Sissonville WV  
25360  
 Phone #: 984-1725  
 Fax #: 984-0074  
 Email : None

Name : David M. Jackson  
 Company: TR STATE PIPELINE  
 Address: 412 Solida Rd  
South Point Oh  
 Phone#: 740 377 9208  
 Fax #: 740 377-9435  
 Email : DAVID.JACKSON@TR-STATEPIPELINE

Name : Allen Murdock  
 Company: Bermonst Construction  
 Address: PO Box 9046 Bermonst  
WV 25030  
 Phone #: 548-7004  
 Fax #: 548-7133  
 Email : Bermonstconst@yahoo.com

Name : Ann Warrick  
 Company: EAST TOWN ARMY  
 Address: PO BOX 4108  
CHAS WV 25304  
 Phone#: 414-0255  
 Fax #: 0256  
 Email : easternarrow@hotmail



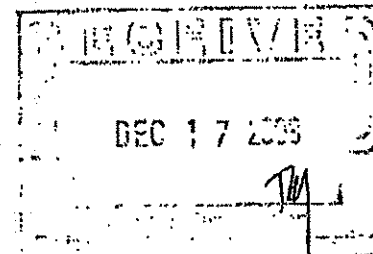
west virginia department of environmental protection

Office of Special Reclamation  
601 57<sup>th</sup> Street, SE  
Charleston, WV 25304  
(304) 926-0499 fax (304) 926-0458

Joe Manchin III, Governor  
Randy C. Huffman, Cabinet Secretary  
www.wvdep.org

MEMORANDUM

To: Chuck Bowman, Senior Buyer  
From: Charlie Stover *CS*  
Date: December 15, 2008  
Subject: Addendum to DEP 13010 Princess Susan Pre-bid Conference Corrections, Questions & Answers



The following are modifications to the bid document

- Item 23 in the Scope of Work now reads: "Construct approximately two hundred linear (200') of pond access road from alkalinity cell access road to pond 2. A ditch must be constructed to the inside of the roadway and twelve inch (12") cmpps will be placed under tone and fabric at fifty feet (50') intervals to convey water. A layer of woven filter fabric will be installed on road prior to stone placement. The cost of the woven filter fabric, stone and the cmpps will be inclusive to the cost of the road (see attached specifications and/or plans)."

Item 23 in the Scope of Work should read: "Construct approximately two hundred linear feet (200') of pond access road to pond 2. A ditch must be constructed to the inside of the roadway to convey water to a twelve inch (12") cmp placed under the stone and fabric at the end of the ditch to convey water to alkalinity cell no. 5. A layer of woven filter fabric will be installed on road prior to stone placement. The cost of the woven filter fabric, stone, and the cmp will be inclusive to the cost of the road (see attached specifications and/or plans)."

- Item 24 in the Scope of Work now reads: "Regrade and revegetate all Site One disturbances using standard seed fertilizer mixture with agricultural lime applied at the rate of three (3) tons per acre (see attached specifications and/or plans)."

Item 24 in the Scope of Work should read: "Regrade and revegetate all disturbances using standard seed and fertilizer mixture with agricultural lime applied sat the rate of three (3) tons per acre (see attached specifications and/or plans)."

Pre-Bid questions and answers

**Q** With regard to timber, can we wind row the timber?

**A** Logs will be stacked for the landowner, while smaller brush and tree tops will have to be burned on site.

**Q** With regard to the limestone fill area, how deep do you anticipate the fill will be?

**A** Approximately ten to twelve feet and leave the bottom of the fill on slope to drain, we just want it to follow the pavement. Additionally, it was brought up by DEP that if you project from the original tree line, the ten to twelve feet would be a conservative estimate and we anticipate the pavement to be more shallow than that.

**Q** Can we use sandstone for the grouted riprap section of the freshwater bypass channel?

**A** Yes, for the grouted section only. All non-grouted areas need to be limestone riprap.

**Q** Does the freshwater bypass channel stay on the bank side of the hollow?

**A** Yes, the specs require that the channel stay on the left side facing downstream and that the left hillside be utilized as the left side of the channel.

**Q** What is the freshwater bypass channel constructed of?

**A** Standard limestone riprap except for the grouted section, which can be sandstone.



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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

ROMIE SPENCER INC  
 HC 74 Box 201  
 Strange Creek WV 25063

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 11/06/2008   |               |          |        |               |

BID OPENING DATE: 01/06/2009 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT     |
|--|----------|-----|--------|-------------|------------|------------|
| 0001   | 1        | JB  |        | 962-73      |            | 415,235.40 |
| <p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF PRINCESS SUSAN, NOW UNDER REVOKED PERMIT NUMBER(S) S-6033-86. THIS SITE CONSISTS OF APPROXIMATELY 10 ACRES AND IS LOCATED NEAR MAMMOTH, WV IN KANAWHA COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 12/02/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBI CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID:<br/>         AT CEDAR GROVE, WV, TURN ONTO KELLY'S CREEK ROAD (CR 81/12) TRAVEL 5.6 MILES ON CR 81/12 TO MAMMOTH, WV. TURN LEFT AT THE MAMMOTH ENERGY OFFICE (CR 81/8). TRAVEL APPROX 2 MILES (PAST &amp; THRU MAMMOTH ENERGY DEEP MINE COMPLEX) AND BEAR LEFT UPHILL AT FORK IN ROAD. GO .4 MILE AND BEAR RIGHT TO MINE SITE</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT</p> |          |     |        |             |            |            |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                  |                           |                                   |
|----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Romy Spencer</i> | TELEPHONE<br>304-364-8626 | DATE<br>01-12-09                  |
| TITLE<br><i>President</i>        | FEIN<br>61-1435430        | ADDRESS CHANGES TO BE NOTED ABOVE |

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| 3    |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| CHUCK BOWMAN<br>304-558-2157           |

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION  
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| <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> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE</p> |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                 |                           |                                   |
|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Nancy Jones</i> | TELEPHONE<br>304-364-8656 | DATE<br>01-12-09                  |
| TITLE<br><i>President</i>       | FEIN<br>61-1435430        | ADDRESS CHANGES TO BE NOTED ABOVE |

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| CHUCK BOWMAN<br>304-558-2157           |

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VENDOR

SPECIFICATION

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
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|              |               |          |        |               |
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|---|----------|-----|----------|-------------|------------|--------|
| <p>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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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 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 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.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                   |                           |                                   |
|-----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Mancy Spencer</i> | TELEPHONE<br>304-364-8626 | DATE<br>01-12-09                  |
| TITLE<br><i>President</i>         | FEIN<br>61-1435430        | ADDRESS CHANGES TO BE NOTED ABOVE |

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| RFQ NUMBER |
| DEP13010   |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| CHUCK BOWMAN<br>304-558-2157            |

VENDOR

RFQ COPY  
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SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 11/06/2008   |               |          |        |               |

BID OPENING DATE: 01/06/2009 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER   | UNIT PRICE | AMOUNT |
|------|----------|-----|--------|---|------------|--------|
|      |          |     |        | SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.                                      |            |        |
|      |          |     |        | C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.   |            |        |
|      |          |     |        | 2. THE DIRECTOR OF THE PURCHASING DIVISION 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 WV CODE SECTION 5A-3-56.   |            |        |
|      |          |     |        | REV. 10/01/01   |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                              |                        |                                   |
|------------------------------|------------------------|-----------------------------------|
| SIGNATURE <i>Amy Spencer</i> | TELEPHONE 304-364-8626 | DATE 01-12-09                     |
| TITLE <i>President</i>       | FEIN 61-1435430        | 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

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

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 25304 304-926-0499

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 11/06/2008   |               |          |        |               |

BID OPENING DATE: 01/06/2009 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
|   |          |     |        |             |            |        |
| <p>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 &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR TH</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                   |                           |                                   |
|-----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Marcy Spencer</i> | TELEPHONE<br>304-364-8626 | DATE<br>01-12-09                  |
| TITLE<br><i>Resident</i>          | FEIN<br>61-1435430        | ADDRESS CHANGES TO BE NOTED ABOVE |

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



State of West Virginia  
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# Request for Quotation

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| RFQ NUMBER |
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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| CHUCK BOWMAN<br>304-558-2157            |

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PURCHASER

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 11/06/2008   |               |          |        |               |

BID OPENING DATE: 01/06/2009 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.<br>REV. 11/96<br>EXHIBIT 10<br>ADDENDUM ACKNOWLEDGEMENT<br>RFQ# DEP13010<br>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.<br>ADDENDUM NOS.:<br>NO. 1 ..... ✓<br>NO. 2 .....<br>NO. 3 .....<br>NO. 4 .....<br>NO. 5 .....<br>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.<br>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                  |                           |                                   |
|----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Nancy Spinew</i> | TELEPHONE<br>304-364-8626 | DATE<br>01-12-09                  |
| TITLE<br><i>President</i>        | FEIN<br>61-1435430        | 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  
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# Request for Quotation

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**DEP13010**

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

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VENDOR

SHIP TO

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 OFFICE OF SPECIAL RECLAMATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 11/06/2008   |               |          |        |               |

BID OPENING DATE: **01/06/2009** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| <p>.....<i>Nancy Spruner</i>.....SIGNATURE</p> <p>.....<i>Romio Spruner Inc.</i>.....COMPANY</p> <p>.....<i>Jan. 12, 2009</i>.....DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION<br/>           PURCHASING DIVISION<br/>           BUILDING 15<br/>           2019 WASHINGTON STREET, EAST<br/>           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>REQ. NO.: DEP13010</p> <p>BID OPENING DATE: 01/06/2009</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:<br/> <i>304-364-8376</i></p> |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                   |                                  |                                   |
|-----------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE<br><i>Nancy Spruner</i> | TELEPHONE<br><i>304-364-8626</i> | DATE<br><i>01-12-09</i>           |
| TITLE<br><i>President</i>         | FEIN<br><i>61-1435430</i>        | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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# Request for Quotation

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| CHUCK BOWMAN<br>304-558-2157           |

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BID OPENING DATE: 01/06/2009 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT                        |
|---|----------|-----|--------|-------------|------------|-------------------------------|
| <p>----- 304-364-8376 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT<br/>           CONCERNING THIS QUOTE:</p> <p>----- JR Spencer -----</p> |          |     |        |             |            |                               |
| ***** THIS IS THE END OF RFQ DEP13010 *****   |          |     |        |             |            | TOTAL: 415,235. <sup>40</sup> |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                   |                           |                                   |
|-----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Nancy Spencer</i> | TELEPHONE<br>304-364-8626 | DATE<br>01-12-09                  |
| TITLE<br><i>Resident</i>          | FEIN<br>61-1435430        | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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| BUYER<br>CB-23  | PAGE<br>012 | REQ. OR PO NO.<br>DEP 13010 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |             |                             |

WV-36a STATE OF WEST VIRGINIA  
REV. 1/29/02 PURCHASING CONTINUATION SHEET  
VENDOR:

### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Princess Susan Coal Company, Permit S-6033-86, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item #3.0. If fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management in the form as described in bid item #6 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Re-vegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 4 )
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. Construct approximately sixteen hundred twenty five linear feet (1625 LF) of fresh water bypass channel, continuing through regraded area and tying in to existing channel below pond number seven (7) dike. Approximately three hundred twenty five feet (325') of the upper section will be grouted rip-rap. The remaining thirteen hundred linear feet (1300') will be standard limestone rip-rap choked down with one and a half inch (1 1/2") limestone crusher run. The left side (facing downstream) of the fresh water bypass channel will be formed by using the existing natural hillside. The grouted section of the fresh water bypass channel will be lined with standard rip-rap and grouted to 100% penetration of all voids in rip rap lining. Channel will be "keyed" in at the starting and ending points. Channel will have a drive thru installed at point where channel crosses access road. Cost of drive thru, stone, and grout will be inclusive to the cost of the freshwater bypass channel (see attached specifications and/or plans).
7. Construct approximately four hundred fifty (450') linear feet of limestone rip-rap v-ditch 1A beginning in the hollow above and to the western side of Alkalinity Cell Number One (1) and emptying into the POND 7 grouted rip-rap spillway. An approximately fifty foot (50') long section of twenty four inch (24") bituminous coated CMP will be installed at the point where 2' v-ditch 1A intersects the main access road. Cost of the CMP, and stone will be inclusive to the cost of v-ditch 1A (see attached specifications and/or plans).
8. Construct approximately one hundred eighty (180') linear feet of combination underdrain road ditch at the point designated on the western side of site. Each end of the underdrain road ditch will open into existing

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| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |            |                             |

WV-36a STATE OF WEST VIRGINIA  
REV. 1/29/02 PURCHASING CONTINUATION SHEET  
VENDOR:

access road sumps. Access road sumps are to be cleaned to 100% capacity. Under Drain is to be constructed by excavating a four foot (4') by four foot (4') trench at the toe of the back stack area, installing a layer of non-woven filter fabric to encompass the rock under drain, and filling the trench with one foot (1') of one and a half inch (1 1/2") limestone crusher run. Fill the remaining three feet (3') with number fifty seven (#57) limestone gravel and overlap non woven filter fabric two feet (2'). A one foot (1') road ditch will be formed on top of the limestone fill and will empty into the existing sumps on each end of the under drain. Water flow direction will be determined by a natural elevation high point in area where underdrain/road ditch is to be constructed. (See specifications and/or plans). Cost of the stone and non woven filter fabric will be inclusive to the cost of the underdrain/road ditch.

9. Construct alkalinity cell number one (1) in the existing sump at the road crossover. The size of the alkalinity cell will be sized approximately 50' x 30' x 6' to fit the available area. The alkalinity cell will be constructed by excavating the existing sump to the depth listed in the attached specifications and plans. One (1) limestone check dam constructed of one and a half inch (1 1/2") limestone crusher run will be installed in the Alkalinity Cell at the direction of On Site D.E.P. Personnel. A twenty four inch (24") plastic corrugated Hancor pipe will be installed in the cross over road from alkalinity cell 1 to alkalinity cell 2. (see attached specifications and/or plans) The 24" plastic corrugated pipe and gravel costs will be inclusive in the cost of the alkalinity cell number one (1).
10. Construct alkalinity cell number two (2) downstream of Alkalinity Cell Number One and the crossover road. The Cell will be constructed by excavating down to original ground, to the length, width, and six foot (6') depth listed in the attached specifications and plans. One (1) limestone check dam constructed of one and a half inch (1 1/2") limestone crusher run will be installed in the Alkalinity Cell at the direction of on site D.E.P. Personnel. Construct a DAM with Spillway using an equal mix 1 1/2" limestone crusher run and limestone shot rock at the lower end of alkalinity cell two (2) The cost of the spillway, dam, and check dam will be inclusive in the cost of alkalinity cell two (2) (see attached specifications and/or plans).
11. Construct alkalinity cell number three (3) immediately downstream of alkalinity cell number two (2). The Cell will be constructed by excavating down to original ground, to the length, width, and six foot (6') depth listed in the attached specifications and plans. One (1) limestone check dam constructed of one and a half inch (1 1/2") limestone crusher run will be installed in the Alkalinity Cell at the direction of On Site D.E.P. Personnel. Construct a dam with spillway using an equal mix of 1 1/2" limestone crusher run and limestone shot rock at the lower end of alkalinity cell three (3). The cost of the spillway, dam, and check dam will be inclusive in the cost of alkalinity cell three (3) (see attached specifications and/or plans).
12. Construct pond seven (7) immediately downstream of Alkalinity Cell 3. Pond will be constructed approximately 55'L x 50'W x 6'D. Two (2) floating baffle curtains will be installed at the direction of On-Site D.E.P. Personnel. Construct a dam using clay soil and rock found on site with a grouted rip-rap spillway emptying into the natural fresh water channel at the lower end of pond 7. Dam will be compacted in six inch (6") lifts. The cost of the spillway, dam, and baffle curtains will be inclusive in the cost of pond 7. (see attached specifications)
13. Construct approximately three hundred twenty five linear feet (325') of grouted rip-rap v-ditch 1C from the tree line down to the beginning of the limestone fill area using standard size sandstone or limestone rip rap. Grout must have 100% penetration of all voids in rip-rap and ditch will be keyed in at start and end of grouted section. The cost of the excavation, stone and grout will be inclusive to the cost of V-ditch 1C (see attached specifications and/or plans).

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| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |            |                             |

WV-36a STATE OF WEST VIRGINIA  
REV. 1/29/02 PURCHASING CONTINUATION SHEET  
VENDOR:

14. Construct a limestone fill at the end of grouted section of V-ditch 1C by excavating an area of existing fill approximately thirty five feet wide by seventy five feet long (35' x 75') to original ground/bedrock. Area will be filled with one foot of one and a half inch (1 1/2") limestone crusher run and remainder will be filled with #8 limestone gravel. The remainder of the V-ditch 1C will be constructed in limestone fill area as a drive thru. The drive thru will be constructed along the length of the fill by capping the fill with a layer of woven filter fabric and installing a one foot layer of six inch limestone rip-rap choked down with number one (#1) limestone to fill all voids. The cost of the excavation, drive thru, woven filter fabric and stone will be inclusive to the cost of limestone fill (see attached specifications and/or plans).
15. Construct approximately eight hundred fifty linear feet (850' LF) of grouted rip-rap v-ditch 1D in the hollow located directly south of V-ditch 1C. V-ditch 1D will be keyed in and will start at original ground, at the upper edge of regraded area, and continue along location designated in attached plans to natural stream channel. The cost of grout and stone will be inclusive to the cost of V-ditch 1D (See attached specifications and/or plans).
16. Construct alkalinity cell four (4) at the toe of the valley fill directly south of V-ditch 1C. The Cell will be constructed by excavating down to original ground, to the length, width, and depth listed in the attached specifications and plans. One (1) limestone check dam constructed of one and a half inch (1 1/2") limestone crusher run will be installed in the Alkalinity Cell at the direction of On-Site D.E.P. Personnel. Construct a dam with spillway using available on site clay and rock at the lower end of alkalinity cell four (4). Dam will be compacted in six inch (6") lifts. Spillway will be constructed of standard limestone rip-rap choked down with one and a half inch (1 1/2") limestone crusher run. The cost of the spillway, stone, dam, and check dam will be inclusive in the cost of alkalinity cell four (4) (see attached specifications and/or plans).
17. Construct approximately fifty linear feet (50') of limestone rip-rap v-ditch 1E with a grouted rip-rap spillway to convey water from alkalinity cell four (4) to alkalinity cell five (5). Grouted rip-rap spillway will be approximately ten feet (10') in length and will have 100% penetration of grout in all voids in rip-rap. Cost of stone, grout and spillway will be inclusive to the cost of v-ditch 1E (See attached specifications and/or plans).
18. Construct alkalinity cell five (5) below alkalinity cell four (4) and at the end of v-ditch 1E. The Cell will be constructed by excavating down to original ground, to the length, width, and depth listed in the attached specifications and plans. Two (2) limestone check dams constructed of one and a half inch (1 1/2") limestone crusher run will be installed in the Alkalinity Cell at the direction of On-Site D.E.P. Personnel. Construct a dam with grouted rip-rap spillway using available on site clay and rock. Spillway will empty into pond 2 and grout will have 100% penetration of all voids in rip-rap. Dam will be compacted in six inch (6") lifts. The cost of the spillway, grout, dam, and check dams will be inclusive in the cost of alkalinity cell five (5).
19. Construct embankment pond two (2) to receive water from alkalinity cell five (5). Pond will be constructed of available on site clay and rock and will be compacted in six inch (6") lifts. Pond 2 will be lined with a HDPE "Poly-Flex" liner, with a sixty (60) mil thickness, to prevent water from leaching out. A grouted rip-rap spillway will be installed to discharge water from pond 2 to the natural stream channel (see attached specifications and/or plans). The cost of the spillway and liner will be inclusive to the cost of pond 2.
20. Construct approximately one hundred linear feet (100') of limestone rip-rap v-ditch 1F. Ditch 1F will be constructed in hollow, south of v-ditch 1D, and will convey water from the toe of the valley fill toward stream channel. (see attached plans and specifications). Cost of stone will be inclusive to cost of ditch 1F.

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| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |             |                             |

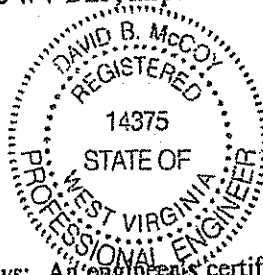
WV-36a STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

21. Construct approximately one hundred linear feet (100') of limestone rip-rap v-ditch 1G. Ditch 1G will be constructed in hollow south of v-ditch 1F and will convey water from the toe of the valley fill toward stream channel. (See attached plans and specifications). Cost of stone will be inclusive to cost of ditch 1G
22. Construct approximately three hundred twenty five linear feet (325') of alkalinity cell access road from bench access road to the alkalinity cell 4. Ditch must be constructed to the inside of the roadway. Ditch will be graded to drain water to the nearest natural drainway. A layer of woven filter fabric will be installed on road prior to stone placement. The cost of the woven filter fabric, stone and the ditch will be inclusive to the cost of the road. (See attached specifications and/or plans.)
23. Construct approximately two hundred linear feet (200') of pond access road from alkalinity cell access road to pond 2. A Ditch must be constructed to the inside of the roadway and twelve inch (12") cmfs will be placed under stone and fabric at fifty foot (50') intervals to convey water. A layer of woven filter fabric will be installed on road prior to stone placement. The cost of the woven filter fabric, stone and the cmfs will be inclusive to the cost of the road. (See attached specifications and/or plans.)
24. Regrade and revegetate all Site One disturbances using standard seed and fertilizer mixture with agricultural lime applied at rate of three (3) tons per acre. (See attached specifications and/or plans.)
25. Existing access roads will be graded and maintained through the life of the contract to provide all weather access to permit area.
26. Remove all junk and debris from site and dispose of properly. Receipt or record showing proper disposal required with invoice.
27. Install approximately one thousand linear feet (1000') of haybale dike as shown on the site map and as directed by DEP site personnel.
28. Upgrade approximately fifteen hundred linear feet (1500') of bench access road by placing a six inch (6") layer of three inch (3") limestone crusher run on existing road. A road ditch will be formed on the uphill side of the road and will be graded to drain to the nearest natural drainway. Start at alkalinity cell crossover pipe and ending at alkalinity cell access road. Cost of stone will be inclusive to the cost of the road.

I, David B McCoy, the undersigned, hereby certify<sup>1</sup> that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.

*David B. McCoy*

Registered Professional Engineer WV No. 14375



Date: 10-6-08

<sup>1</sup> The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

|   |             |                             |
|---|-------------|-----------------------------|
| BUYER<br>CB-23  | PAGE<br>016 | REQ. OR PO NO.<br>DEP 13010 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |             |                             |

WV-36a STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

| ITEM NO.  | QUANTITY | DESCRIPTION  | UNIT PRICE                          | AMOUNT                         |
|---|----------|--|-------------------------------------|--------------------------------|
| <b>BID SCHEDULE</b>   |          |  |                                     |                                |
| PERMIT NAME: <u>Princess Susan Coal Company</u>   |          |  |                                     |                                |
| PERMIT NUMBER(S): <u>S-6033-86</u>  |          |  |                                     |                                |
| The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable. |          |  |                                     |                                |
| <b><u>WATER QUALITY ABATEMENT</u></b>   |          |  |                                     |                                |
| 1.0   | LUMP SUM | <b><u>MOBILIZATION/DEMOBILIZATION</u></b> (5% Total Bid Maximum for this permit)       | LUMP SUM                            | \$ <u>10,000.<sup>00</sup></u> |
| 2.0   | LUMP SUM | <b><u>SPILL CONTAINMENT AREA (S.C.A.)</u></b> (\$1,000.00 Maximum Bid for this permit) | LUMP SUM                            | \$ <u>1,000.<sup>00</sup></u>  |
| 3.0   | LUMP SUM | <b><u>HAULROAD/ACCESS ROAD</u></b> (5% Total Bid Maximum for this permit)              | LUMP SUM                            | \$ <u>10,000.<sup>00</sup></u> |
| 4.0   | LUMP SUM | <b><u>CONSTRUCTION STAKEOUT</u></b> (Limited to 5% Total Bid for This Permit)          | LUMP SUM                            | \$ <u>10,000.<sup>00</sup></u> |
| <b><u>REVEGETATION</u></b>  |          |  |                                     |                                |
| 5.1   | LUMP SUM | <b><u>AGRICULTURAL LIME</u></b>  | LUMP SUM                            | \$ <u>4,000.<sup>00</sup></u>  |
| 5.2   | LUMP SUM | <b><u>FERTILIZER</u></b>   | LUMP SUM                            | \$ <u>4,000.<sup>00</sup></u>  |
| 5.3   | LUMP SUM | <b><u>MULCH</u></b>  | LUMP SUM                            | \$ <u>7,500.<sup>00</sup></u>  |
| 5.4   | LUMP SUM | <b><u>VEGETATIVE SPECIES</u></b>   | LUMP SUM                            | \$ <u>2,000.<sup>00</sup></u>  |
| 6.0   | 1000 LF  | <b><u>SEDIMENT CONTROL (SILT FENCE AND HAYBALES)</u></b><br>(Max. \$5.00 Per LF)       | \$ <u>5.<sup>00</sup></u><br>PER LF | \$ <u>5,000.<sup>00</sup></u>  |
| 7.0   |          | <b><u>GROUTED RIP-RAP DITCH</u></b>  |                                     |                                |
| 7.1   | LUMP SUM | <b><u>FRESH WATER BYPASS CHANNEL</u></b>   | LUMP SUM                            | \$ <u>24,049.95</u>            |

|   |            |                             |
|---|------------|-----------------------------|
| BUYER<br>CB-23  | PAGE<br>17 | REQ. OR PO NO.<br>DEP 13010 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |            |                             |

WV-36a STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

| ITEM NO. | QUANTITY    | DESCRIPTION                                   | UNIT PRICE  | AMOUNT              |
|----------|-------------|---|-------------|---------------------|
| 7.2      | LUMP SUM    | <u>V-DITCH ONE C (1C)</u>                     | LUMP SUM    | \$ <u>16,658.90</u> |
| 7.3      | LUMP SUM    | <u>V-DITCH ONE-D (1D)</u>                     | LUMP SUM    | \$ <u>43,349.25</u> |
| 8.0      |             | <u>OPEN LIMESTONE CHANNEL</u>                 |             |                     |
| 8.1      | LUMP SUM    | <u>V-DITCH ONE A (1A)</u>                     | LUMP SUM    | \$ <u>13,971.35</u> |
| 8.2      | LUMP SUM    | <u>V-DITCH ONE E (1E)</u>                     | LUMP SUM    | \$ <u>2,915.54</u>  |
| 8.3      | LUMP SUM    | <u>V-DITCH ONE F (1F)</u>                     | LUMP SUM    | \$ <u>3,294.18</u>  |
| 8.4      | LUMP SUM    | <u>V-DITCH ONE G (1G)</u>                     | LUMP SUM    | \$ <u>3,294.18</u>  |
| 8.5      | LUMP SUM    | <u>FRESH WATER BYPASS CHANNEL</u>             | LUMP SUM    | \$ <u>62,844.34</u> |
| 9.0      | LUMP SUM    | <u>UNDERDRAIN/ROAD DITCH</u>                  | LUMP SUM    | \$ <u>9,376.90</u>  |
| 10.0     | LUMP SUM    | <u>STRUCTURE AND/OR DEBRIS REMOVAL</u>        | LUMP SUM    | \$ <u>1.00</u>      |
| 11.0     | NO BID ITEM | <u>UTILITIES</u>                              | NO BID ITEM | \$ <u>      </u>    |
| 12.0     |             | <u>CONSTRUCTED WATER TREATMENT STRUCTURES</u> |             |                     |
| 12.1     | LUMP SUM    | <u>POND #2</u>                                | LUMP SUM    | \$ <u>29,473.64</u> |
| 12.2     | LUMP SUM    | <u>POND #7</u>                                | LUMP SUM    | \$ <u>9,759.48</u>  |
| 13.0     |             | <u>ALKALINITY CELLS</u>                       |             |                     |
| 13.1     | LUMP SUM    | <u>CELL #1</u>                                | LUMP SUM    | \$ <u>5,511.55</u>  |
| 13.2     | LUMP SUM    | <u>CELL #2</u>                                | LUMP SUM    | \$ <u>15,290.11</u> |
| 13.3     | LUMP SUM    | <u>CELL #3</u>                                | LUMP SUM    | \$ <u>19,877.15</u> |
| 13.4     | LUMP SUM    | <u>CELL #4</u>                                | LUMP SUM    | \$ <u>22,132.61</u> |
| 13.5     | LUMP SUM    | <u>CELL #5</u>                                | LUMP SUM    | \$ <u>19,356.23</u> |



WV-36a                      STATE OF WEST VIRGINIA  
REV. 1/29/02            PURCHASING CONTINUATION SHEET  
VENDOR:

| ITEM NO. | QUANTITY | DESCRIPTION                        | UNIT PRICE | AMOUNT                   |
|----------|----------|------------------------------------|------------|--------------------------|
| 13.6     | LUMP SUM | <u>LIMESTONE FILL</u>              | LUMP SUM   | \$26,966. <sup>75</sup>  |
| 14.0     |          | <u>CONSTRUCTED ACCESS ROADS</u>    |            |                          |
| 14.1     | LUMP SUM | <u>ALKALINITY CELL ACCESS ROAD</u> | LUMP SUM   | \$7,490. <sup>35</sup>   |
| 14.2     | LUMP SUM | <u>POND ACCESS ROAD</u>            | LUMP SUM   | \$4,096. <sup>4</sup>    |
| 14.3     | LUMP SUM | <u>BENCH ACCESS ROAD</u>           | LUMP SUM   | \$20,025. <sup>53</sup>  |
|          |          | <u>TOTAL</u>                       |            | \$415,235. <sup>40</sup> |

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT** 081**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**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](http://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 is in compliance with the requirements as stated.

Vendor's Name: Romic Spencer Inc

Authorized Signature: Nancy Spencer Date: 01-13-09

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Romie Spencer, Inc.  
of Strange Creek, WV, as Principal, and United States Surety Company  
of Timonium, MD, a corporation organized and existing under the laws of the State of  
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
REQ # DEP 13010 Kanawha County 10.0 Acres at Mammoth, WV - According to Plans and Specifications

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
6th day of January, 2009.

Principal Corporate Seal

Romie Spencer, Inc.  
(Name of Principal)

By Romie Spencer  
(Must be President or  
Vice President)

VICE PRESIDENT  
(Title)

Surety Corporate Seal

United States Surety Company  
(Name of Surety)

By: Gregory T. Gordon  
Gregory T. Gordon, WV Resident Agent Attorney-in-Fact

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint: Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Five Million Dollars (\$5,000,000). This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

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 or 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of July, 2008.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY Corporate Seals



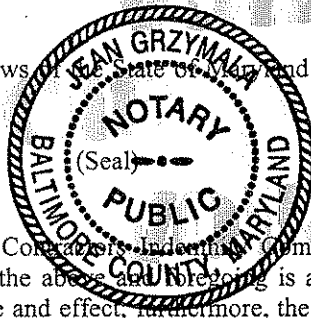
By: [Signature] Peter W. Carman, Vice President

State of Maryland County of Baltimore SS:

On this 30th day of July, 2008, before me, Jean Grzymala, a notary public, personally appeared Peter W. Carman, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland and that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature of Jean Grzymala] My commission expires the 1st day of December, 2008



I, Carol T. Nevin, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty 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, 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 Baltimore, Maryland this 6th day of January, 2009.

Corporate Seals

[Signature of Carol T. Nevin] Carol T. Nevin, Assistant Secretary

