



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
DEP14548

PAGE
1

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

PROPERTY

PRO CONTRACTING, INC.
 P.O. BOX 2442 / ARMORY RD.
 CLARKSBURG, WV 26302

PROPERTY

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/28/2008				

BID OPENING DATE: **02/19/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE PEDRA CLOGGED STREAM PROJECT IN HARRISON CO., WV, TO CHANGE THE DATE OF THE MANDATORY PRE-BID CONFERENCE.</p> <p>DATE IS CHANGED FROM 01/29/09 TO 01/21/09 AT 10:00 AM.</p> <p>BID OPENING DATE AND TIME REMAIN 02/19/08 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p>						
<p>***** THIS IS THE END OF RFQ DEP14548 ***** TOTAL:</p>						<p><u>\$330,050.00</u></p>

RECEIVED

2009 FEB 18 A 10:08

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Matthew R. Gross</i>	TELEPHONE <i>304-622-2400</i>	DATE <i>2-19-09</i>
TITLE <i>President Sec</i>	FBN <i>06-3348207</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

MB



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

Pro Contracting Inc.
PO Box 2442
Clarksburg, WV 26301

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
02/05/2009				

BID OPENING DATE: 02/19/2009	BID OPENING TIME 01:30PM
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED FOR THE PEORA CLOGGED STREAM PROJECT TO DISTRIBUTE THE SIGN-IN SHEETS, THE Q/A, AND A PIPE PERFORATION DETAIL AS A RESULT OF THE MANDATORY PRE-BID MEETING OF 01/21/09.						
PLEASE NOTE THE ENCLOSED DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT IS NOW REQUIRED WITH THE BID SUBMISSION.						
BID OPENING DATE & TIME REMAIN 02/19/2009 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		\$330,050.00
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Matthew D. Brown</i>	TELEPHONE 304-620-0400	DATE 2-19-09	
TITLE <i>Palodine Sec.</i>	FEIN 06-3348227	ADDRESS CHANGES TO BE NOTED ABOVE	

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

M2

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."

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 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.



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF Harrison, TO-WIT:

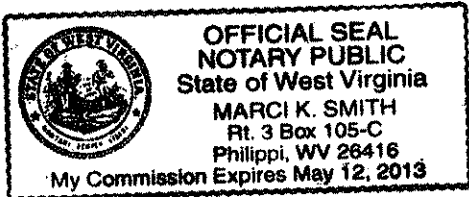
I, Mathew Evans, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Pro Contracting, Inc.; and,
(Company Name)
- 2. I do hereby attest that Pro Contracting, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Pro Contracting, Inc.
(Company Name)



By: Mathew D. Graf

Title: Secretary

Date: 2-17-09

Taken, subscribed and sworn to before me this 17 day of Feb. 2009

By Commission expires May 12, 2013

(Seal)

Marci K. Smith
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.



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 304-558-2157

VENDOR

PRO CONTRACTING, INC.
 P.O. BOX 2442 / ARMORY RD.
 CLARKSBURG, WV 26302

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12/18/2008				

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1001	1	JB		962-73		\$ 330,050.00
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 1-ACRE ABANDONED MINE PROJECT KNOWN AS THE "PEORA (KELLER) CLOGGED STREAM" PROJECT LOCATED IN SHINNSTON, (HARRISON CO.), WEST VIRGINIA.</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 01/29/08 @ 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.</p> <p>DIRECTIONS TO PREBID:</p> <p>FROM PHILIPPI, TRAVEL TO SHINNSTON VIA I-79 AND SALTWELL ROAD. ONCE IN SHINNSTON, CROSS THE MIDDLE FORK RIVER AND TURN LEFT ONTO CR3. PROCEED ALONG CR3 TOWARD PEORA. ONCE IN PEORA, TURN LEFT JUST BEFORE CROSSING THE RIVER AND FOLLOW THE ROAD TO ITS END. THE PROBLEM AREA IS LOCATED ON BOTH SIDES OF THE ROAD.</p> <p>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 \$10.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Matthew D. Grant</i>	TELEPHONE 304-622-2400	DATE 2-19-09
TITLE President Sec	FEIN 20-3348227	ADDRESS CHANGES TO BE NOTED ABOVE

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EXHIBIT 5

WEST VIRGINIA CODE 21-ID-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.

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 BID AND CONTRACT HEREIN.

WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HARRISON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.)

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Matthew D. Wang</i>	TELEPHONE 304-622-2400	DATE 2-19-09
TITLE <i>President</i>	FEIN 26-3348007	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Matthew D. Evans* TELEPHONE: 304-622-2400 DATE: 2-19-09
 TITLE: *Procurement Sec.* FERN: 20-3348007 ADDRESS CHANGES TO BE NOTED ABOVE

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



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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.

APPLICABLE LAW

THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.

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.

(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.

(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 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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Matthew B. Swans</i>	304-000-2400	2-19-09

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President Sec.</i>	20-3348007	

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<p>FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIATED 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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Matthew B. Swartz* TELEPHONE: 304-600-2400 DATE: 2-19-09
 TITLE: *Procurement Sec.* FEIN: 26-3348227 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>(5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "PEORA (KELLER) CLOGGED STREAM" PROJECT. PLANS & 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 5 DRAWINGS AS PREPARED IN-HOUSE 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> <p>REV. 1/2005</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Matthew B. Good</i>	TELEPHONE 304-622-2400	DATE 2-19-09
TITLE Procurement Sec.	FEIN 00-3348027	ADDRESS CHANGES TO BE NOTED ABOVE

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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,

A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATIN OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.

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.

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Matthew D. Sims</i>	304-622-2400	2-19-09

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Procurement Sec</i>	26-3348227	

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



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

Request for Quotation

RFQ NUMBER
DEP14548

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

VENDOR

PRO CONTRACTING, INC.
 P.O. BOX 2442 / ARMORY RD.
 CLARKSBURG, WV 26302

SHIP TO

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	FOB	FREIGHT TERMS
12/18/2008				

BID OPENING DATE: 02/19/2009 BID OPENING TIME 01:30PM

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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 ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Matthew D. Evans</i>	TELEPHONE 304-600-2400	DATE 2-19-09
TITLE <i>President Sec</i>	FEIN 00-3348007	ADDRESS CHANGES TO BE NOTED ABOVE

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



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 Department of Administration
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 Charleston, WV 25305-0130

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

PROPERTY

PRO CONTRACTING, INC.
 P.O. BOX 2442 / ARMORY RD.
 CLARKSBURG, WV 26302

PROPERTY

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
12/18/2008				

BID OPENING DATE: 02/19/2009 BID OPENING TIME 01:30PM

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POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.

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.

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.

REV. 3/88

EXHIBIT 9

NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA.

THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:

(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Matthew D. Gial</i>	304-622-0400	2-19-09

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Duane M. Sec</i>	20-3348007	

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



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

PROPERTY

PRO CONTRACTING, INC.
 P.O. BOX 2442 / ARMORY RD.
 CLARKSBURG, WV 26302

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF AML&R
 601 57TH STREET SE
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/18/2008				

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<p>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 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.: .DEP14548...</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S: #14^{#2}</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Matthew D. Ford</i>	TELEPHONE 304-622-2400	DATE 2-19-09
TITLE <i>President</i>	FERN 26-3348227	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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 Charleston, WV 25305-0130

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

VENDOR

PRO CONTRACTING, INC.
 P.O. BOX 2442 / ARMORY RD.
 CLARKSBURG, WV 26302

SHIP TO

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 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
12/18/2008				

BID OPENING DATE: 02/19/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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NO. 1	...	✓	12-28-09			
NO. 2	...	✓	2-5-09			
NO. 3					
NO. 4					
NO. 5					

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

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.

.....
Matthew D. Grant..... SIGNATURE
 Pro Contracting, Inc..... COMPANY
 2-19-09..... DATE

REV. 11/96

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Matthew D. Grant</i>	304-600-2400	2-19-09

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President, Sec</i>	26-3348207	

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'

M2



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

PURCHASING

PRO CONTRACTING, INC.
 P.O. BOX 2442 / ARMORY RD.
 CLARKSBURG, WV 26302

REPLY TO

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
12/18/2008				

BID OPENING DATE: 02/19/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: CB-23 RFQ. NO.: DEP14548 BID OPENING DATE: 02/19/2008 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304 600-2410 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Matt Evans						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Matthew D. Grant* TELEPHONE: 304-600-2410 DATE: 2-19-09
 TITLE: *President Sec* FEIN: 06-3348227 ADDRESS CHANGES TO BE NOTED ABOVE

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

PEORA (KELLER) CLOGGED STREAM

Requisition # DEP14548

014

Contractor's Bid Sheet

Company Name: PRO CONTRACTING, INC

Address: PO Box 2442

CLARKSBURG, WV 26301

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	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	LS	\$ 10,000 ⁰⁰
2.0	LS	Construction Layout (Limited to 5% of Total Bid)	LS	\$ 5,000 ⁰⁰
3.0	LS	Quality Control (Limited to 3% of Total Bid)	LS	\$ 2,500 ⁰⁰
4.1	LS	Site Preparation (Limited to 10% of Total Bid)	LS	\$ 10,000 ⁰⁰
4.2	50 Ton	Gravel Drive Rehabilitation	25 ⁰⁰	\$ 1,250 ⁰⁰
5.0	750 LF	Sediment Control	5 ⁰⁰	\$ 3,750 ⁰⁰
6.0	1 Ac	Revegetation	2,000 ⁰⁰	\$ 2,000 ⁰⁰
7.1	110 LF	6' Grouted Riprap Channel	85 ⁰⁰	\$ 9,350 ⁰⁰
7.2	55 LF	6' Grass Lined Channel	10 ⁰⁰	\$ 550 ⁰⁰
7.3	30 LF	12" HDPE Culvert	40 ⁰⁰	\$ 1,200 ⁰⁰
7.4	55 LF	24" HDPE Pipe	50 ⁰⁰	\$ 2,750 ⁰⁰
7.5	1 Ea	Concrete Junction Box	7500 ⁰⁰	\$ 7,500 ⁰⁰
11.0	220 LF	3' x 3' Underdrain	60 ⁰⁰	\$ 13,200 ⁰⁰
14.1	650 LF	Pilot Holes	250 ⁰⁰	\$ 162,500 ⁰⁰
14.2	650 LF	12" Diameter Mine Pipes	150 ⁰⁰	\$ 97,500 ⁰⁰
14.3	10 Ea	Soda Ash Briquettes (50 lb Bag)	100 ⁰⁰	\$ 1,000 ⁰⁰
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
TOTAL <i>Three Hundred thirty - thousand fifty and no cents</i>				\$ 330,050⁰⁰

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: Pro Contracting, Inc. Tax Payer ID No.: 26-3348007
Address: P.O. Box 2442
City: Clarksburg, State: WV Zip Code: 26302 Phone: 304-622-2400
Fax No.: _____ E-mail address: _____

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, Mathew Evans, 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 2-17-09

Signature Mathew D. Evans

Title Secretary

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.

Part D.

Contractor Name: Pro Contracting Inc.

If the current entity and Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business affiliations. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name Bryan Reger
 Address 8 South Tenny Dr.
Buckhannon, WV 26201
 Ending Date: _____

Position/Title President
 Telephone # 304-613-9454
80 % of Ownership Begin Date: 10-1-08

Name Mathew Evans
 Address Rt 45 HC 66 Box 31A
Dry Fork, WV 26263

Position/Title Secretary
 Telephone # 304-290-7000
00 % of Ownership Begin Date: 10-1-08
 Ending Date: _____

Name _____ Position/Title _____
 Address _____ Telephone # _____
 _____ % of Ownership
 Begin Date: _____ Ending Date: _____

Name _____ Position/Title _____
 Address _____ Telephone # _____
 _____ % of Ownership Begin Date: _____
 _____ Ending Date: _____

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 S1B, Constitution Ave., NW, Washington, D.C. 20240.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pro Contracting, Inc.
of P. O. Box 2442 Clarksburg, WV 26302, as Principal, and Travelers Casualty and Surety Company
of America of 1 Tower Sq., 5PB Hartford, CT, a corporation organized and existing under the laws of the State of Connecticut
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the total 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
DEP 14548: Reclamation: Restoration of Land & Other Properties
The "Peora (Keller) Clogged Stream" Project
Shinnston, (Harrison County), West Virginia

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
19th day of February, 2009.

Principal Corporate Seal

Pro Contracting, Inc.

(Name of Principal)

By [Signature]

(Must be President or
Vice President)

President

(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America

(Name of Surety)

[Signature]

Attorney-in-Fact

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218346

Certificate No. 002462272

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. David Thomas, Richard L. Higginbotham, Bunnie Marie Perrine, Jeffery O'Dell, and Robin Hubbard-Sherrod

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of June, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 23rd day of June, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of February, 2009

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

STATE OF WEST VIRGINIA
Purchasing Division

019

PURCHASING AFFIDAVIT

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 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: Pro Contracting, Inc.

Authorized Signature: [Signature] Date: 2-19-09

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV044670

Classification:

GENERAL ENGINEERING

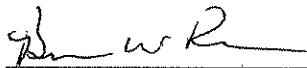
PRO CONTRACTING INC
PO BOX 2442
CLARKSBURG, WV 26301

Date Issued

OCTOBER 06, 2008

Expiration Date

OCTOBER 06, 2009



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID IM
PROCO-1

DATE (MM/DD/YYYY)
10/16/08

PRODUCER United Security Agency 139 West Main Street Bridgeport WV 26330 Phone: 304-842-3314 Fax: 304-842-7321	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED PRO CONTRACTING INC DAVE LANG P O BOX 2442 CLARKSBURG WV 26302-2442	<table border="1" style="width: 100%;"> <tr> <th style="width: 70%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A: BRICKSTREET INSURANCE</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: BRICKSTREET INSURANCE		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$												
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$												
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$												
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC1021175401	10/01/08	10/01/09	<table border="1" style="width: 100%;"> <tr> <td style="width: 5%;">WC STATU-TORY LIMITS</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 90%;"></td> </tr> <tr> <td colspan="2"></td> <td>E.L. EACH ACCIDENT \$ 100000</td> </tr> <tr> <td colspan="2"></td> <td>E.L. DISEASE - EA EMPLOYEE \$ 100000</td> </tr> <tr> <td colspan="2"></td> <td>E.L. DISEASE - POLICY LIMIT \$ 500000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER				E.L. EACH ACCIDENT \$ 100000			E.L. DISEASE - EA EMPLOYEE \$ 100000			E.L. DISEASE - POLICY LIMIT \$ 500000
WC STATU-TORY LIMITS	OTH-ER																	
		E.L. EACH ACCIDENT \$ 100000																
		E.L. DISEASE - EA EMPLOYEE \$ 100000																
		E.L. DISEASE - POLICY LIMIT \$ 500000																
		OTHER																

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

CERTIFICATE HOLDER

CANCELLATION

PRO CONTRACTING INC DAVE LANG PO BOX 2442 CLARKSBURG WV 26302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE LISA MCGUIRE <i>Lisa McGuire</i>
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reportviewer

Page 1 of 1

AVS Guest@avs.osmre.gov

Email Report PDF XLS

AVSOFT Report by Entity

All OFT's where the selected entity is listed in the OFT

*Entity is 248140 Pro Contracting Inc

10/16/2008 4:28:14 PM

Guest

Parent	Description	Ownership	SubEntity	Percentage	BeginDate	EndDate
248140 Pro Contracting Inc	Shareholder	Is Owned By	145524 Bryan W Reger	80%	09/18/2008	
248140 Pro Contracting Inc	President	President	145524 Bryan W Reger		09/18/2008	
248140 Pro Contracting Inc	Shareholder	Is Owned By	151167 Matthew Evans	20%	09/18/2008	
248140 Pro Contracting Inc	Secretary	Secretary	151167 Matthew Evans		09/18/2008	