



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
DEP14777

PAGE
1

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

PROPERTY

RFQ COPY
TYPE NAME/ADDRESS HERE
S & E Clearings & Hydroseeding, LLC
PO Box 277
Varney, WV 25696

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	F.O.B.	FREIGHT TERMS
09/28/2009				

BID OPENING DATE: 10/14/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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*******ADDENDUM NO. 1*******
 ADDENDUM ISSUED FOR THE COW CREEK (CHAFIN) DRAINAGE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 09/16/09 MANDATORY ON-SITE PRE-BID MEETING.
 BID OPENING DATE AND TIME REMAIN UNCHANGED AS 10/14/09 AT 1:30 PM.
 *******NO OTHER CHANGES*******

0001 JB 962-73
 1
 RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES

RECEIVED

2009 OCT 14 AM 10:52 THIS IS THE END OF RFQ DEP14777 ***** TOTAL: 41,725.00

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE (304) 426-5156 DATE 10/14/09
 TITLE Owner FEIN 20-2452649 (206) 237-1200
ADDRESS CHANGES TO BE NOTED ABOVE

**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, the State may deem this contract null and void, and terminate such contract 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

**Req # DEP 14777
Cow Creek (Chafin) Drainage
Addendum #1**

Page 1 of 1

REVISIONS TO SPECIFICATIONS

Special Provision VII Borrow/Disposal Areas – Reads “An off-site disposal area will be required”. Change to read “An off-site disposal may be required”.

QUESTIONS AND ANSWERS

Q: How much construction zone do we have around the mine portals?

A: The construction limits are shown on the drawings.

Q: Why are they re-doing these mine seals?

A: The residents in the area are afraid they may blow out in the future. It is unknown who or how the existing seals were originally installed or if they were done properly.

Q: Were piezometers installed?

A: No.

Q: Is there an existing pipe in each portal?

A: Mapping shows a pipe was found in each portal during surveying activities.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : _____
Project: Cow Creek (Chafin) Drainage

Bid Date: 10/14/09
Pre-Bid Date: 9/16/09

Name : Robert Paulenburg
Company: B&B Transite
Address: 316 New River Drive
Beckley WVA 25800

Name : Todd Collins
Company: SAE Clearing
Address: P.O. Box 277
Warney W.V. 25696

Phone #: 304-673-9888
Fax #: 304-~~723~~ 253-4583
Email : Bob.Paulenburg@gmail.com

Phone#: 606-237-1200
Fax #: 606-237-1202
Email : _____

Name : BRAD WISEMAN
Company: WISEMAN EXCAVATING
Address: RT1 BOX 190 LIBERTY
25124

Name : Tony Bradford
Company: Pineville Paving & Excavating Inc.
Address: P.O. Box 1290
Pineville WV 24874

Phone #: 304-586-3736
Fax #: 304-586-3789
Email : _____

Phone#: 304-732-8303
Fax #: 304-732-7855
Email : _____

Name : Todd Cooper
Company: Alex Energy
Address: 300 Morgan Massey Dr.
Julian, WV 25529

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN W
Address: 511 50TH STREET
CHAS WV

Phone #: 304-369-8615
Fax #: 304-369-8644
Email : kw.brown@masseyenergy.com

Phone#: 304 925 0253
Fax #: 304 925 9230
Email : Jody.McFarland@com

Name : GARY MANHART
Company: SIMON & ASSOCIATES, INC.
Address: 3200 COMMERCIAL ST
BLACKSBURG VA 24060
P.O. BOX 10007 24062

Name : ANN WARDWELL
Company: EASTERN NARROW
Address: P.O. BOX 4108
CHARLESTON, WV
25364

Phone #: 540-951-4234
Fax #: 540-951-4219
Email : manhartg@simonassoc.com

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : _____
Project: Cow Creek (Chad) Drainage

Bid Date: 10/14/09
Pre-Bid Date: 9/16/09

Name : Ranchy Carpenter
Company: Carpenter Reclamation
Address: PO Box 13015
Sissonville, WV
25360
Phone #: 304-984-1115
Fax #: 304-984-2276
Email : Rcarpenter@aol.com

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : Dennis G. Elson
Company: COWGIRL WP INC
Address: PO Box 243
Simpson, WV 26435
Phone #: 304-739-4397
Fax #: 304-739-4401
Email : DCE_COWGIRLWP@EARTHINKING.NET

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : Allen Murdock
Company: Bonant Con Sup
Address: PO Box 10 Precious
WV 250164
Phone #: 304-548-7004
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____
Phone #: _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, S & E Clearing & Hydroseeding, LLC
of Varney, 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 14777 Cow Creek (Chafin) Drainage Logan County - Accoring 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
14th day of October, 2009.

Principal Corporate Seal

S & E Clearing & Hydroseeding, LLC
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
Owner/Member
(Title)

Surety Corporate Seal

United States Surety Company
(Name of Surety)

By [Signature]
Kimberly J. Wilkinson, 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. 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

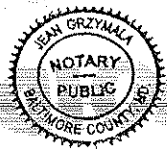


By: [Signature] Peter W. Carman, Vice President

State of Maryland County of Baltimore SS:

On this 4th day of December, 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 that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



Signature [Signature] My commission expires the 15th day of December, 2012

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 14th day of October, 2009.

Corporate Seals [Signature] Carol T. Nevin, Assistant Secretary

