



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
DEP14906

PAGE
1

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

VENDOR

*311144600 304-732-8303
 PINEVILLE PAVING & EXCAVATING
 PO BOX 1290
 RT 10 SOUTH
 PINEVILLE WV 24874

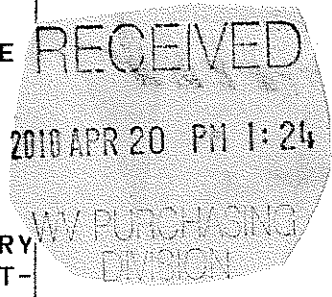
SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/17/2010				

BID OPENING DATE: 04/21/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND 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 BUFFALO COAL COMPANY, NOW UNDER REVOKED PERMIT NUMBER(S) S-2018-88, ON A SITE CONSISTING OF APPROXIMATELY 27 ACRES LOCATED NEAR MOUNT STORM, WV, (TUCKER CO.). 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. A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 03/25/2010 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFOR						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Kevin A. Bunk</i>	304-732-8303	4-18-2010	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
V. President	550709824		

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>MATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: IN TUCKER COUNTY, FROM THE INTERSECTION OF SR 32 AND 93 NEAR DAVIS, GO 6.2 MILES EAST ON RT 93 TO THE PRIVATE HAULROAD ON THE LEFT (METTIKI E-MINE PREPARATION PLANT ENTRANCE). YOU WILL HAVE TO CHECK IN AT THE METTIKI GUARD HOUSE AND THEN PROCEED THROUGH THEIR SITE TO GET TO THE SITE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-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,</p>						

SIGNATURE <i>Kevin O. Quinn</i>		TELEPHONE		DATE 4-18-10	
TITLE V. Pres.		ADDRESS CHANGES TO BE NOTED ABOVE			

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<p>CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR TUCKER COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF</p>						

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				<p>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 AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS</p>		

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SIGNATURE <i>Karen B. Huff</i>	TELEPHONE	DATE 4-18-2010
TITLE <i>V. Paves</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: <i>Pineville Paving & Excavating Inc.</i> CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.: <i>WV010542</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>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.</p>						

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SIGNATURE <i>Kevin O'Connell</i>	TELEPHONE	DATE 4-18-10
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<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, ALTERATIO 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, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, O PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL</p>						

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SIGNATURE *[Signature]* TELEPHONE _____ DATE 4-18-2010

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<p>PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>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.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>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</p>						

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<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING</p>						

SIGNATURE <i>Chuck Bowman</i>		TELEPHONE	DATE 4-18-10
TITLE <i>V. Pres.</i>	FEIN	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

RFQ NUMBER
DEP14906

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

VENDOR
 *311144600 304-732-8303
PINEVILLE PAVING & EXCAVATING
PO BOX 1290
RT 10 SOUTH
PINEVILLE WV 24874

SHIP TO
ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
105 S. RAILROAD STREET
PHILIPPI, WV
26416-9998 304-457-3219

DATE PRINTED 02/17/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **04/21/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>DEP14906</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE	DATE 4-18-10
TITLE <i>V. Pres.</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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Request for Quotation

RFO NUMBER
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/17/2010				

BID OPENING DATE: **04/21/2010** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NOS.:						
NO. 1		✓				
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE 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.						
<i>Kevin D. Benful</i> SIGNATURE <i>Pineville Paving & Excavating, Inc.</i> COMPANY <i>4-18-10</i> DATE						
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin D. Benful</i>	TELEPHONE	DATE <i>4-18-10</i>
TITLE <i>V. Pres.</i>	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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 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP14906

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

VENDOR

*311144600 304-732-8303
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 26416-9998 304-457-3219

DATE PRINTED 02/17/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/21/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 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						
REQ. NO.: DEP14906						
BID OPENING DATE: 04/21/2010						
BID OPENING TIME: 1:30 P.M.						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- <i>304-732-7855</i> -----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
----- <i>Kevin Bradford</i> -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin Bradford</i>	TELEPHONE	DATE 4-18-10
TITLE <i>V. Pres.</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER CB-23	PAGE :	REQ OR PO NO DEP 14906
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV 5-26-09 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 BUFFALO COAL COMPANY Permit S-2018-88, 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:

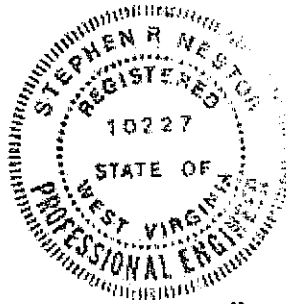
- 1 Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign is to be obtained and installed.
- 2 Storm water management in the form as described in bid item # 6.0 shall be installed (described locations)
- 3 Concurrent and continuous reclamation shall begin at point A as shown on the site plan and shall end at point B. Backfill is required for area OPEN PIT, per bid item 4.0. Regrading and topsoiling is required for all areas per bid item 5.0. Revegetation and soil improvements are required for ALL AREAS per bid item 7.0. 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 (no separate bid item)
- 5 Eliminate the open pit at the North end of the permit. The open pit will be eliminated by pumping, in an approved manner, all standing water. All water discharged from the open pit will meet technical based effluent limitations. Any fly ash found in the pit area will be spread on the exposed pit floor. Material to fill pit will be obtained from the spoil stockpile located above the permit and from already blasted material found on the right side of the open pit. The fill material will be graded to blend in with the existing contours on the right and left side of the pit. The cost of pumping, fly ash placement, spoil replacement, and regrading will be inclusive to the cost of open pit elimination (see attached specifications and/or plans)
- 6 Eliminate existing pond number five (#5) as shown on the attached plans. The pond will be eliminated by pumping, in an approved manner, all standing water. The water discharged from the pumping of the pond will meet technical based effluent limitations. The outer dike wall will be pulled in and the area regraded to fill the void left by the pond. The cost of the pumping, and regrading will be inclusive to the cost of the pond five elimination (see attached specifications and/or plans).
- 7 Clean and maintain pond number six (6) as a sediment control structure during the reclamation process. When 70% vegetative cover has been established on the reclaimed areas pond 6 will be eliminated. The pond will be eliminated by pumping, in an approved manner, all standing water. The water discharged from the pumping of the pond will meet technical based effluent limitations. The outer dike wall will be pulled in and the area regraded to fill the void left by the pond. The cost of the pumping, and regrading will be inclusive to the cost of the pond six elimination (see attached specifications and/or plans).
- 8 Install approximately fifteen hundred linear feet (1500LF) of haybale dike. The haybale dikes will be installed in three (3) five hundred linear foot (500LF) rows across the regraded open pit fill area as erosion controls. The cost of the haybale dikes will be inclusive to the cost of sediment control with haybale dikes (see attached plans and/or specifications)

BUYER CB-23	PAGE	REQ. OR PO NO DEP 14906
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV 5-26-09 PURCHASING CONTINUATION SHEET
VENDOR:

9. Revegetate approximately ten (10) acres using the standard seed and fertilizer mixture. Apply agricultural lime at a rate of 3 tons per acre and incorporate into the soil prior to application of the seed fertilizer mixture. The cost of the lime seed, and fertilizer will be inclusive to the cost of revegetation (see attached plans and/or specifications).
10. Remove all structures and debris from site and dispose of properly. Receipts will be provided to the on-site DEP representative as proof of proper disposal.
11. Perform vegetative enhancement as needed on previously regraded and revegetated areas. All work for seed bed preparation will be inclusive to the cost of vegetative enhancement (see attached plans and/or specifications)

I, Stephen R. Nestor, the undersigned, hereby certify¹ 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



Stephen R. Nestor

Registered Professional Engineer WV No. 10227

Date:

12/23/09

¹ 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 CB-23	PAGE	REQ. OR PO NO. DEP 14906
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-26-09 PURCHASING CONTINUATION SHEET

VENDOR: Pineville Paving & Excavating Inc.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: BUFFALO COAL COMPANY				
PERMIT NUMBER: S-2018-88				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1 0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% of Total Bid maximum for this permit)	LUMP SUM	\$ <u>10,000.</u> ⁰⁰
2 0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000 00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000.</u> ⁰⁰
3 0	<u>2.800 LF</u>	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ <u>4.</u> ⁰⁰ PER LF	\$ <u>11,200.</u> ⁰⁰
4 0		<u>BACKFILLING</u>		
4 1	LUMP SUM	<u>OPEN PIT ELIMINATION</u>	LUMP SUM	\$ <u>300,000.</u> ⁰⁰
4 2	LUMP SUM	<u>POND 5 ELIMINATION</u>	LUMP SUM	\$ <u>7,500.</u> ⁰⁰
4 3	LUMP SUM	<u>POND 6 ELIMINATION</u>	LUMP SUM	\$ <u>15,000.</u> ⁰⁰
5 0	LUMP SUM	<u>REGRADING AND TOPSOILING</u>	LUMP SUM	\$ <u>8,000.</u> ⁰⁰
6 0	<u>3.500 LF</u>	<u>SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE</u>	\$ <u>1.</u> ⁰⁰ PER LF	\$ <u>3,500.</u> ⁰⁰
7 0		<u>REVEGETATION</u>		
7 1	<u>10.0 AC</u>	<u>AGRICULTURAL LIME</u>	\$ <u>270.</u> ⁰⁰ PER ACRE	\$ <u>2,700.</u> ⁰⁰
7 2	<u>10.0 AC</u>	<u>FERTILIZER</u>	\$ <u>500.</u> ⁰⁰ PER ACRE	\$ <u>5,000.</u> ⁰⁰
7 3	<u>10.0 AC</u>	<u>MULCH</u>	\$ <u>500.</u> ⁰⁰ PER ACRE	\$ <u>5,000.</u> ⁰⁰

BUYER CB-23	PAGE	REQ OR PO NO DEP 14906
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
 REV. 5-26-09 PURCHASING CONTINUATION SHEET
 VENDOR: *Pineville Paving & Excavating Inc.*

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7.4	10.0 AC	<u>VEGETATIVE SPECIES</u>	\$ 500. ⁰⁰ PER ACRE	\$ 5,000. ⁰⁰
8.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ 2,000. ⁰⁰
9.0		<u>VEGETATIVE ENHANCEMENT</u>		
9.1	17.0 AC	<u>AGRICULTURAL LIME</u>	\$ 270. ⁰⁰ PER ACRE	\$ 4,590. ⁰⁰
9.2	17.0 AC	<u>FERTILIZER</u>	\$ 500. ⁰⁰ PER ACRE	\$ 8,500. ⁰⁰
9.3	17.0 AC	<u>VEGETATIVE SPECIES</u>	\$ 500. ⁰⁰ PER ACRE	\$ 8,500. ⁰⁰
		TOTAL PERMIT		\$ 39,490. ⁰⁰



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
DEP14906

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1

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

VENDOR

*311144600 304-732-8303
PINEVILLE PAVING & EXCAVATING
PO BOX 1290
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PINEVILLE WV 24874

SHIP TO

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DEPT. OF
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105 S. RAILROAD STREET
PHILIPPI, WV
26416-9998 304-457-3219

DATE PRINTED 04/07/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/21/2010 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	*****	*****		ADDENDUM NO. 1	*****	
	ADDENDUM ISSUED FOR THE BUFFALO COAL CO. PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID OF 03/25/10.					
	BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/21/10 AT 1:30 PM.					
	*****	*****		NO OTHER CHANGES	*****	
0001	1	JB		962-73		
	RECLAMATION: RESTORATION OF LAND					
	***** THIS IS THE END OF RFQ DEP14906 ***** TOTAL: <u>\$397,490.⁰⁰</u>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin D. Bushnell</i>	TELEPHONE 304-732-8303	DATE 4-18-10
TITLE <i>V. Pres.</i>	FEIN 550709824	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**Addendum #1 - Questions During Pre-Bid Conference
For DEP 14906
Buffalo Coal Company, Inc.
Permit # S-2018-88**

The following questions were identified at the Pre Bid Conference (PBC). The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

- 1) Q. Do you have to go back as far as you need to – to get material on top (for backfilling the pit)?
A. Yes, use what you need, and what you don't need you must regrade and seed over.
- 2) Q. Will the pond be eliminated in this job, or later?
A. Yes, pond #6 will be eliminated after a minimum of 70% of the vegetation has been established.
- 3) Q. Is this going to be filled from down here (standing out in front of the pit area) to the top of that highwall, or is the area above the highwall going to be pushed down?
A. No, do not disturb area above the highwall. You will match the existing backfilled slope to the south of the pit.
- 4) Q. The disturbed area (above the highwall) is up there where that brush starts then, is that correct?
A. Yes.
- 5) Q. (Standing on the flat area out in front of the pit) does this area need to be sloped to?
A. No, you are beyond the sloped area of the backfill here. The slope on the south side of the pit is 4H:1V, and the slope toward the north side of the pit is 2.5H:1V.
- 6) Q. There is no compaction specification with any of that (backfilling the pit)?
A. No, much of the pit area may have a lot of shot rock to use as backfill. Just track in material as it is placed in the backfill.
- 7) Q. What about the topsoil, is it just the best we can find here?
A. Yes, as you are working through the spoil stockpile, hold back any good material to place on top. Use the rock first to place in the pit area. Also, any boulders left along the access road may be used to reclaim pond #5, or may be placed into the pit.
- 8) Q. The only access to this site, is it through the guard shack (at Mettiki Coal's Load-Out Facility)?
A. Yes, plan on accessing the site through the Mettiki Coal active permitted site. There is another road that has recently been established through the site for the TRAILS high voltage electric line project, which is a private access road. The DEP does not authorize use of this road.
- 9) Q. What we don't use (spoil stockpile material), do we dress in place?
A. Yes, and revegetate it.

Addendum #1 - Questions During Pre-Bid Conference
For DEP 14906
Buffalo Coal Company, Inc.
Permit # S-2018-88

- 10) Q. How deep is the pond (pond #6)?
A. Not sure, but we believe it is not more than 6 feet deep.
- 11) Q. To eliminate pond #6, do we just fill it up, or do we pull the outer sides in?
A. No, we want you to bring the outer embankments back in and regrade it. The pond has to be pumped out first.
- 12.) Q. Do you want the area below the spoil stockpile to be regraded along with the spoil area?
A. Yes, regrade areas that have been previously disturbed by dozers. You may have to work around rock outcrops, and do not disturb areas that have only been cleared of trees, but have not been disturbed with dozers.
- 13.) Q. Is this area included with your seeding now (the disturbed area below the existing spoil stockpiles)?
A. Yes, 10 acres covers the pit area, the spoil stockpile areas, and ponds. The 17 acres of vegetative enhancement should cover the south of the pit area.
CLARIFICATION: If the 10 acres of Revegetation does not cover the regrade areas below the spoil stockpile, we will use some of the Vegetative Enhancement 17 acres of seeding to cover this first. Then we will use the rest on the south side of the pit area.
- 14.) Q. Are there any problems with coming back to the site to survey it?
A. You can come back to the site as long as you check in and out at the Mettiki site guard house.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

4

RFO # : DEP14906 Bid Date: 04/21/2010
 Project: Buffalo Coal Co., Inc. Pre-Bid Date: 03/25/10
S-2018-88

Name : Ann Wagoner
 Company: EASTERN AARON
 Address: PO Box 4108
CHARLESTON WV
25361
 Phone #: 304-414-0255
 Fax #: 0256
 Email : _____

Name : LES BOLEN
 Company: ASPEN CORP.
 Address: 2400 RITER DR
DANIELS WV 25832
 Phone #: 304 763 4591
 Fax #: 304 763 4573
 Email : lbolem@aspen-golf.com

Name : Kevin Bradford
 Company: PINEVILLE PAVERS & EXCAVATING INC
 Address: P.O. Box 1290
Pineville, WV 24874
 Phone #: 304-732-8303
 Fax #: 304-732-7855
 Email : KDBPP@aol.com

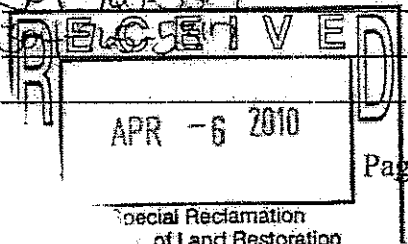
Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CU
 Address: 511 50th STREET
CHAS, WV
25304
 Phone #: 304 925 0253
 Fax #: 925 9230
 Email : Sady_Maye_AOL.Com

Name : MIKE FURLONG
 Company: ATC ASSOC.
 Address: 3 TERRI LANE
BURKINGTON NJ
 Phone #: 330-620-1232
 Fax #: 609-386-7751
 Email : MICHAEL.FURLONG
@ATCASSOCIATES.COM

Name : Robert Forman
 Company: Mountaineer Contractors Inc
 Address: P.O. Box 606
Kingwood W.VA 26537 W.VA
 Phone #: 304-329-2129
 Fax #: 304-329-2206
 Email : _____

Name : Brian Howard
 Company: Breakaway Const.
 Address: 1075 Old Turnpike Rd
Sutton WV 26041
 Phone #: 304-765-5317
 Fax #: _____
 Email : _____

Name : Sand Hill Trampus
 Company: Sand Hill LLC
 Address: 1190 Evansville Pike
Phoceton WV 26442
 Phone #: 304 892 - 2901
 Fax #: 304 892 - 3333
 Email : hydro sealing Subcontractor



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14906 Bid Date: 04/21/2010
 Project: Buffalo Coal Co., Inc. Pre-Bid Date: 03/25/10
S-2018-88

Name : Gary Stanley
 Company: Stanley Tool Inc.
 Address: 7 Maple Lake
Bridgeport WV
26330
 Phone #: 304-842-8560
 Fax #: 304-842-8609
 Email : GStanley@ma.rl.com

Name : Normie Hines
 Company: Nelson Tree Removal
 Address: R741 B577C
Keyser WV 26228
304-355-2085
 Phone #: _____
 Fax #: _____
 Email : _____

Name : Steve Seaso
 Company: Poo Contracting Inc
 Address: P.O. Box 2442
Clarksburg wv
 Phone #: 304 622-2442
 Fax #: 304 622-2410
 Email : psaso.53@ma.rl.com

Name : MICHAEL BONNER
 Company: RED CREEK ENTERPRISES
 Address: HC 66 Box 58
Day Fork, WV 26263
 Phone #: 304-227-4451
 Fax #: 304-227-4451
 Email : BONNERP@frontier.com

Name : Steve Julasko
 Company: Polino Contracting Inc.
 Address: Po Box 230
Elkins WV 26241
 Phone #: 304-636-3886
 Fax #: 304-636-5108
 Email : JBrown@Polino.com

Name : Phil Jeffries
 Company: D.T.L. Diggins Transport
 Address: PO Box 909
Bedington WV 26250
 Phone #: 304-823-1267
 Fax #: 304-823-3397
 Email : _____

Name : Russell Nelson
 Company: Nelson Tree Removal
 Address: R741 B577C
Keyser WV
 Phone #: 304-355-2083
 Fax #: _____
 Email : _____

Name : Scott Broschart
 Company: J.E. Allen Co
 Address: Po Box 2049
Beckham WV 26201
 Phone #: 304-472-8890
 Fax #: 304-472-8897
 Email : Sbroschart@JFALLENCO.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

6

RFQ # : DEP14906 Bid Date: 04/21/2010
 Project: Buffalo Coal Co., Inc. Pre-Bid Date: 03/25/10
S-2018-88

Name : Chris M Wolfe
 Company: COAL RUN COAL LLC
 Address: P.O. Box 104
Monteville WV 26041
 Phone #: (304) 669-1722
 Fax #: (304) 454-1662 Fax
 Email : cm.wolfe73@yahoo.com

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

Name : JACOB MARTEL
 Company: Anderson Excavating
 Address: 343 Williams Rd
Morgantown WV 26501
 Phone #: 304-983-2296
 Fax # : _____
 Email : Randerson@andersonexcavatingllc.com

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

Name : BRIAN SCHUBERT
 Company: BSYCO ENTERPRISES
 Address: 11746 BSMYKER RD
GRANTSVILLE MD 21536
 Phone #: 301 245 4322
 Fax # : 301 245 4304
 Email : bwsbyco@aol.com

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

Name : Spencer Woodruff
 Company: Conquest Up Inc
 Address: PO Box 243
Simpson WV 26435
 Phone #: 304 739 4891
 Fax # : 304 739 4861
 Email : sew-conquestup@earthlink.net

Name : David McLoyn
 Company: WV DEP
 Address: 105 S. Railroad St.
Philippi, WV
 Phone# : 457-3219
 Fax # : _____
 Email : _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned Pineville Paving & Excavating, Inc
of PO Box 1290 Pineville, WV 25874, as Principal, and Ohio Farmers Insurance Company
of One Park Circle Westfield Center OH a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Westfield Center as Surety, are held and firmly bound unto the State
of West Virginia as Obligee in the penal sum of Five Percent (\$ 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
DEP14906, Buffalo Coal Company in Tucker County, according to plans and specifications

NOW THEREFORE,

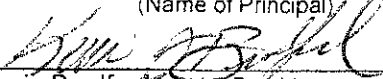
- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
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
16th day of March 2010

Principal Corporate Seal

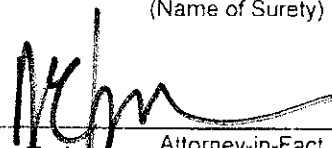
Pineville Paving & Excavating, Inc
(Name of Principal)

By 
Kevin Bradford (Must be President or
Vice President)

Vice President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)


Ross E. Johnson 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

General
Power
of Attorney

POWER NO 4751892 01

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ROSS E JOHNSON, H RANDOLPH NEVILLE PATRICK B. KEE, SHEILA D MCCORMICK, JOINTLY OR SEVERALLY

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached" (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 25th day of **AUGUST** A D., 2008

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

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

State of Ohio
County of Medina ss :

On this 25th day of **AUGUST** A.D., 2008, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order

Notarial
Seal
Affixed



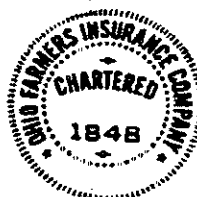
William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec 147 03 Ohio Revised Code)

State of Ohio
County of Medina ss :

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of **March** A.D., 2010



Frank A. Carrino
Frank A. Carrino, Secretary



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

STATE OF West Virginia

COUNTY OF Wyoming, TO-WIT:

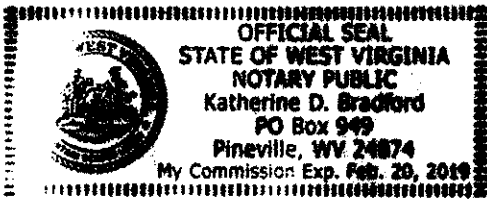
I, Kevin D Bradford, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Pineville Paving & Excavating Inc.; and,
(Company Name)
- 2. I do hereby attest that Pineville Paving & Excavating 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.

Pineville Paving & Excavating Inc.
(Company Name)



By: Kevin D Bradford

Title: Vice President

Date: 4-18-10

Taken, subscribed and sworn to before me this 18th day of April, 2010.

By Commission expires Feb. 20, 2019

(Seal)

Katherine D. Bradford
(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.

RFQ No. DEP 14906

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Pineville Paving & Excavating Inc.

Authorized Signature: Kevin A. Bonful Date: 4-18-10

State of WV

County of Wyoming, to-wit:

Taken, subscribed, and sworn to before me this 18th day of April, 2010

My Commission expires Feb. 20, 2019, 2019

AFFIX SEAL HERE

NOTARY PUBLIC

Katherine D. Bradford

