

AndersonExcavatingLLC

www.andersonexcavatinglic.com 343 Williams Road, Morgantown, WV 26501

office: (304)983-2296 fax: (304)983-4756

FAX

Fax Transmittal For To: Chack Bx Company: WV Px Phone #: 304-3	ounce orclesing Div- 558-2157			
Date Sent:	1g-10 2 C	including coversheet Please Reply	Comment	
Message:		Sealed Bid		

Buyer = CB-23 RFQ No. = DEP14961 Bid Opening Nate = 5/18/10 Bid Opening Time = 1:30PM



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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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CHUCK BOWMAN 304-558-2157

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Anderson Excavating

Anderson Excavating, LLC 343 Williams Road Morgantown, WV 26501

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

FREIGHT FERMS TERMS OF GALE SHIP VIA DATE PRINTED 03/23/2010 01:30PM BID OPENING TIME BID OPENING DATE: 05/18/2010 **AMOUNT** NO. **UNIT PRICE** ITEM NUMBER UQP. QUANTITY LINE 962-73 JB 0001 1 RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES VIRGINIA PURCHASING DIVISION, FOR THE WEST VIRGINIA DEPARTMENT 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 "MEADOWLANE MINE DRAINAGE" PROJECT, LOCATED IN FAIRMONT, WEST VIRGINIA, (MARION CO.). A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON ALL INTERESTED PARTIES ARE 04/14/10 a 10:00 AM. REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND TH MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF NO DNE PERSON MAY REPRESENT MORE THAN ONE ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL THIS WILL SERVE AS THE POTENTIAL BIDDERS TO COMPLETE. OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY 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 INFORMATION REQUIRED ON THE ATTENDANCE THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. see heverse side for teams and conditions 300-983-2296 5-18-10 SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE 55-0785115 member 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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Anderson Excavating, LLC 343 Williams Road

Morgantown, WV 26501



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Request for Quotation

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ADDRESS:CORRESPONDENCE TO A STEWNOOD SERVICE OF THE CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304

304-926-0499

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RFQ COPY

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

Anderson Excavating, LLC

343 Williams Road

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55-0785115

Request for Quotation

DEP1496]

ADDRESS CORRESPONDENCE TO A FIENTION OF S

CHUCK BOWMAN 304-558-215Z

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

Morgantown, WV 26501 SHIPVIA DATE PRINTED. TERMS OF SALE. 03/23/2010 01:30PM BID OPENING TIME 05/18/2010 BID OPENING DATE: TAUDMA Unitarice HEM NUMBER eugra CHANTITY SHALL RESULT IN DISQUALIFICATION OF SUCH BID. THIS CONTRACT IS TO BE PERFORMED NOTICE TO PROCEED: WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED UNLESS OTHERWISE SPECIFIED, THE FULLY IS RECEIVED. 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 MARION COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.) ANY REFERENCES MADE TO ARBITRATION OR ARBITRATION: INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAWN CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED. VENDOR IS REQUIRED TO PROVIDE WORKERS' COMPENSATION: A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF LIABILITY INSURANCE PRIOR TO OF COMMERCIAL GENERAL UNLESS OTHERWISE SPECIFIED IN ISSUANCE OF CONTRACT. SEE HEVERSESIDE FOR TEAMS AND CONDITIONS 304-983-229 W 5-18-10 ADDRESS CHANGES TO BE NOTED ABOVE TYPE NAME/ADDRESS HERE

Anderson Excavating, LLC

343 Williams Road



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

Request for Quotation

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CHUCK BOWMAN 304-558-2157

DEPARTMENT OF OFFICE OF AML&R CHARLESTON, WV 25304

ENVIRONMENTAL PROTECTION 601 57TH STREET SE 304-926-0499

AND RESIDENCE STORES ON DENCE SOME REMINDENCE.

Morgantown, WV 26501 TERMS OF SALE DATE PRINTED 03/23/2010 01:30PM BID OPENING TIME 05/18/2010 BID OPENING DATE: **AMOUNT** UNIT PRICE QUANTITY ITS WINWBER MOb LINÊ THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000. SUCCESSFUL VENDOR SHALL) BUILDER'S RISK INSURANCE: FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT. FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF (XX) BONDS: 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 A LETTER OF CREDIT SUBMITTED STATE OF WEST VIRGINIAL IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS PERSONAL OR BUSINESS CHECKS ARE NOT UNDER \$100,000. ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MAITERIAL BOND. A TWO (2) YEAR MAINTENANCE) MAINTENANCE BOND: BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT VENDOR. OF THE SUCCESSFUL REV. 11/00 AML CONTRACTOR INFORMATION FORM OMB #1029-0119 CEXPIRATION DATE: 01/31/2010) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT SEC REVERSE SIDE FOR TERMS AND CONDITIONS DATE 5-18-10 304-983-2296 MONATURE ADDRESS CHANGES TO BE NOTED ABOVE 55-0785115 member

304-926-0499



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

Request for

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CHUCK BOWMAN 304-558-2157

25304

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

RFQ COPY TYPE NAME/ADDRESS HERE

Anderson Excavating, LLC 343 Williams Road Morgantown, WV 26501

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Request for Quotation

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

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TERMS OF SALE SHIP VIA DATE PRINTED 03/23/2010 01:30PM BID OPENING TIME BID OPENING DATE 05/18/2010 AMOUND : **DINITERICE** TEM NUMBER QUANTITY UOP 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 IN THE EVENT THAT A NOTICE TO PROCEED IS RECEIVED. 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 IN THE ABSENCE OF BY CUSTOM OF THE RESPECTIVE TRADES. 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 NEITHER THE FINAL ACCEPTANCE NOR THE OF THE WORK. FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE. DURING THE ONE-YEAR GUARANTEE PERIOD, THE (B) 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: ONE-YEAR GUARANTEE PERIOD SHALL NOT B see meverse side kõk terms and conomions 304-983-2296 SIGNATURE 5-18-10 ADDRESS CHANGES TO BE NOTED ABOVE 55-0785115 Member WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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Request for AMERICAN Quotation

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

CHUCK BOWMAN 304-558-2157

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

TYPE NAME/ADDRESS HERE Anderson Ekcavating, LLC

343 Williams Road Morgantown, WV 26501

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

Request for Quotation

CHUCK BOWMAN 304-558-2157

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Anderson Excavating, LLC 343 Alliams Road Morgantown, WV 26501

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

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TYPE NAME/ADDRESS HERE

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

Anderson Excavating, LLC

343 Williams Road

Morgantown, WV 26501

Request for

304-983-4755

address cohrespondence to an eanique CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION

DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 304~926~0499 25304

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

Request for

DEP14961

CHUCK BOWMAN 304-558-2157

RFQ COPY TYPE NAME/ADDRESS HERE

Anderson Excavating, LLC 343 V Iliams Road Morgantown, WV 26501

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

304-926-0499 25304

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Department of Administration
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Charleston WW 25205 0420 Charleston, WV 25305-0130

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CHUCK BOWMAN 304-558-2157

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

ADDRESS CORRESPONDENCE TO A FIENTION CONTROL

Anderson Excavating, LLC 343 W Iliams Road Morgantown, WV 26501

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

Request for Quotation

DEP14961

13

CHUCK BOWMAN 304-558-2157

TOUZER

RFQ COPY
TYPE NAME/ADDRESS HERE

Anderson Tacavating, LLC 343 W. Hams Road Morgantown, WV 26501

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

DATE PRINTED: TERMS OF SALE SHIP WA 03/23/2010 BID OPENING TIME 01:30PM BID OPENING DATE: 05/18/2010 ANOUNT TEMNUMBER . SLINE VILLAND REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. Anderson Excapating. LLC...company May. 18,2010. REV. 11/96 NOTICE SIGNED BID MUST BE SUBMITTED TO: 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 CB-23 BUYER: DEP14961 RFQ. NO.: 05/18/2010 BID OPENING DATE: SEE REVERSE SIDE FOR TERMS AND CONDITION 5-18-10 SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE 55-0785115 Member WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division

Request for
Quotation 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

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STANK PACK

ADDRESS TO HHE SPONDENCE TO A DENTION OF
CHUCK BOWMAN
304-558-2157

RFQ COPY TYPE NAME/ADDRESS HERE

> Anderson Excavating, LLC 343 ∀ Sams Road Morgantown, WV 26501

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

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Meadowlane Mine Drainage Requisition# DEP14961 Contractor's Bid Sheet

Company Name:	Anderson Excavating, LLC
Address:	343 Williams Road
	Morgantown, WV 26501

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

			appears to be anti-cased-a		
ITEM NO.	Qty_	Unit	DESCRIPTION	UNIT PRICE	AMOUNT
			100/ «C Total Rid)	LS	6000,00
1.0	1	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	ĹS	2000,00
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$\frac{2.0}{3.0}$	1	LS	a Tue Control (Limited to 3% Of 10tal Div)	LS	6000.00
		LS	Site Preparation (Limited to 10% of Total Bid)	2.00	2000
4.0 5.0	1,000		Sediment and Erosion Control	LS	RK110-00
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7.0	1 2	BA	Tone "A" Manhole	100.00	19,500
11.1	195		4 91 Vindardrain (12" PVC SDR 35)	20,00	1240,00
11.2	92	<u> </u>	Underdrain Conveyance Pipe (12" PVC SDR 35)	25,00	6000.00
12.0	240		Asphalt Pavement		
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OMB \$1029-0119 Expiration Date: 1/31/13

AML CONTRACTOR INFORMATION FORM

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

Part A: General Information
Business Name: Anderson Excavating, UCTax Payer ID No.: 55-0785/15 Address: 343 Williams Road City: Morgantown State: WV Zip Code: 2650/ Phone: 304-983-2296 Fax No.: 304-983-4755 E-mail address: Canderson @ anderson excavating 11c. conc
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, Rociney Anderson have the express authority to certify that: (print name)
1Information on the attached Entity Organizational Family Tree (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.
2. Part of the information on the attached Entity OFT from AVS is missing or incorrect and must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
Our business 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.
5-18-10 Member Signature Title
and the second of existing information in

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 from the AVS website at https://avss.osmre.gov.

Part D.

Contractor's Business Name: Anderson Excavating, LLC

If the current 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. 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 Address	Rodney Anderson 341 Williams Road	Position/Title Telephone # % of Ownership	<u>member</u> 304-983-2161
Begin Date:	Morgantown, W 26501	Ending Date:	
Name Address		Position/Title Telephone # % of Ownership	
Begin Date:	MA_AMPERIOR TO THE TOTAL TO THE	Ending Date:	
Name Address		Position/Title Telephone # % of Ownership	
Begin Date:		Ending Date:	
Name Address		Position/Title Telephone # % of Ownership	Laboratory Commence of the Com
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 range from 15 minutes to 1 hour, with an average of 22 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may 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 202 SIB, Constitution Ave., NW, Washington, D.C. 20240.

Instructions for Completing AML Contractor Form OMB #1029-01191

Part A: General Information. Part A should be completed by the AML Contractor.

Part B: Legal Structure. Part B should be completed by the AML Contractor.

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Part C should be completed by the AML Contractor, selecting the statement that best describes their situation.

If information is accurate, complete and up-to-date, then check the first statement and sign and date. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with. ²

Upon reviewing an Entity OFT printout, if you discover the information contained in AVS is not accurate, complete and up-to-date, then check the second statement and complete Part D to provide missing or corrected information that needs reflected in AVS. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.

If your business does not appear to have any information in AVS, then check the third statement and complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

Part D:

If current Entity OFT information for your business is incomplete, incorrect, or if you believe there is no information currently in the AVS for your business, you must complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

¹ If you need any assistance completing OMB #1029-0119, please contact the AVS Office at 800.643.9748.

² You may obtain your business' Entity OFT for certification purposes two ways. One way is to contact the AVS Office at 800.643.9748 and request the information. The second way is to access the AVS from your personal computer by visiting https://nvss.osmre.gov.. Click "Access AVS", and then Login as Guest. Place your cursor on the "Entity" Module and "Click". Type your business name in search box and press enter key. If more than one entity record appears, select your company and then "Click" on the "relationship" tab to display your Entity OFT information. Print the Entity OPT from AVS.

19 Agency WVDEP REQ.P.O# DEP14961 BID BOND KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Anderson Excavating, LLC. of Morgantown ____, as Principal, and Ohio Farmers Insurance Co of Westfield Center: Oh ___ s corporetion organized and existing under the laws of the State of ___ Oh with its principal office in the City of Westfield Ctr., as Surety, are held and firmly bound unto the State of West Virginia, as Obliges, in the penal sum of 58 of Bid (\$58 of Bid) 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 Reclamation of 1 acre project "Meadowlane Mine Drainage" Fairmont, WV NOW THEREFORE, (a). If sold bid shall be rejected, or (b) If eald bid shall be accepted and the Pilncipal shall enter into a contract in accordance with the bid or proposel attached thereto 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 eald bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and affect. It is expressly understood and agreed that the liability of the Bursty for any and all dalms hereunder shall, in no eyent, exceed the panal amount of this obligation as herein stated. The Surety, for the value received, hereby alpulates 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 Obliges may accept such bid, and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, Principal and Surely have hereunto set their hands and seets, and such of them as are corporations have caused their corporate again to be affixed heretinto and these presents to be signed by their proper officers, this 18th day of May ______, 20_10. Anderson Excavating Principal Corporate Soal Must be President or Vice President) Member Ohio Farmers Insurance Suiety Corporate Seal (Name of Surety)

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

Attomey-In-Fact

05-18-'10 12:19 FROM-Anderson Excavating

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/06/03, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney POWER NO. 4750401 01

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

Westfield Center, Ohio

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 Onio, and having its principal office in Westfield Center, Medina County. Onio, do by these presents make, constitute and appoint

J. CHRISTOPHER PALLOTTA, MARK D. PALLOTTA, JOHN JAY PALLOTYA, JOINTLY OR SEVERALLY

and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, of FAIRMONT place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE MILLION DOLLARS AND NO CENTS (\$1,000,000)

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

and to bind any of the Companies thereby as fully and to the same extent as it 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(si-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, agraements 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 O6th day of

A.D., 2003 MAY

Corporate LARUEL Seals Affixed State of Ohio County of Medina \$\$.:



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr., Senior Executive

A.D., 2003, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly On this 06th day of MAY 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 Allixed

State of Ohio County of Medina

\$3.:

A.D., 2010



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

I, M. Brooks Rorapaugh, 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 18 that of

may



M. Brooks Rorapaugh, Secretary

BID BOND PREPARATION INSTRUCTIONS

AGENCY	(A)
RFQ/RFP#_	(B)

	•		Bid Bond		
(A)	WV State Agency			SENTS	, That we, the undersigned,
()	(Stated on Page 1 "Spending Unit")	(C) of			. <u>(F)</u>
	Request for Quotation Number (upper	as Principal, and		of	(G),
	right comer of page #1)	(H) : , &	corporation orga	mized a	nd existing under the laws
(C)	Your Company Name	of the State of(I)	with its p	rincipal	office in the City of
(D)	City, Location of your Company	<u>(J)</u> **	s Surcty, are held	d and fir	rmly bound unto The State
(E)	State, Location of your Company	of West Virginia, as Obligee	, in the penal sur	of	<u>(K)</u>
(F)	Surety Corporate Name	(\$ (L)	for the payment of	f which	, well and truly to be made,
(G)	City, Location of Surety	we jointly and severally bind	ourselves, our h	eirs, adı	ministrators, executors,
(H)	State, Location of Surety	successors and assigns.	•	•	
(I)	State of Surety Incorporation	The Condition of th	e above obligation	n is suc	ch that whereas the Principal
(1)	City of Surety Incorporation	has submitted to the Purchas	ing Section of the	е Depar	tment of Administration
(K)	Minimum amount of acceptable bid	a certain bid or proposal, atta	ched hereto and	made a	part hereof to enter into a
	bond is 5% of total bid. You may state	contract in writing for			
	"5% of bid" or a specific amount on		(M)		
	this line in words.)		•
(1.)	Amount of bond in figures				
(L)	Brief Description of scope of work	NOW THEREFOR	R		***************************************
(M)	Day of the month	(a) If said bid shal			
(N)	Day of the month	(h) If sold bid shal	he accented and	the Pri	ncipal shall enter into a
(O)	Month	contract in accordance with	thé hid or propos	al attac	hed hereto and shall furnish
(P)	Year	any other bonds and insuran	ce required by th	e hid or	proposal and shall in all
(Q)	Name of Corporation	other respects perform the a	orested orested	hy the	accentance of said hid then
(R)	Raised Corporate Seal of Principal	this obligation shall be mill	and void otherw	ice this	obligation shall remain in full
(S)	Signature of President or Vice	force and effect. It is expres	ely uridatetand a	nd agre	ed that the liability of the
	President	Surety for any and all claim	ssty understood a a baranndar aball	orga on	event exceed the nensi
(T)	Title of person signing	Surely for any and an claim	S Herein stated	, 111 110 1	cacité evenen me boum
(U)	Raised Corporate Seal of Surety	amount of this obligation as	neich Staten	Luc atimi	slates and nargar that the
(V)	Corporate Name of Surety	The Surety for var	ue received, nere	oy supe	plates and agrees that the
(W)	Signature of Attorney in Fact of the	obligations of said Surety a	ng its bong shall	oe m ne	way impaired or affected by
	Surety	any extension of time within	n which the Coll	gee may	accept such old, and said
NOTE:	Dated, Power of Attorney with Raised	Surety does hereby waive n	ouce or any such	extens	ion. Nacha basan basasansa aas shalii
	Surety Seal must accompany this bid	IN MITNESS MM	EREOF, Princip	at and 2	durety have hereunto set their
	bond.	hands and seals, and such o	t them as are cor	poration	ns have caused their corporate
		seals to be affixed hereto an	id these presents	10 be 51	gned by their proper officers,
		this (N) day of	(O)	ے 20	(P)
		Principal Corporate Seal			(Q)
	•	Timospar Cosporate Corr		-	(Name of Principal)
		(R)	•	Ву	(S)
		(20)		L)	(Must be President or
					Vice President)
					(X)
					Title
					11110
		(U)			(37)
		Surety Corporate Seal		-	(<u>V</u>
		,			(Name of Surety)
					Attorney-in-Fact
			•		UNDINOLINAL GOI

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.



State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-10-5

STATE OF West Virginia
COUNTY OF MONONYALLA TO-WITE

I, Kodney Anderson, after being first duly sworn, depose and

- I am an employee of Anderson (Company Name) 1.
- I do hereby attest that Anderson 2.

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.

Title: Mem Date: IYlac

Taken, subscribed and sworn to before me this

OFFICIAL SEAVER OF THE NOTARY PUBLIC

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

Rev March 2009

Morgantown, WV 26505 My Commission Expires Feb. 10, 2014

Mis commission events to the total t

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I.	,

DEP14961 RFQ No.

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.

"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 Excavating Vendor's Name: Anderson Authorized Signature Taken, subscribed, and sworn to before me this 18My Commission expires <u> Yahldiam din na kandiiniiniiniiniiniinii uu uu uu s</u> OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC Cathy Starkey West Virginia Laborers' District Council 3366 Collins Ferry Road