



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
DEP13018

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Wiseman Excavating, Inc.
Route 1, Box 190
Liberty, WV
25124

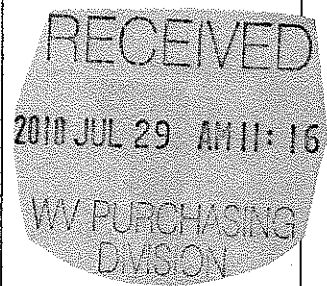
SHIP TO

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 06/09/2010 | | | | |

BID OPENING DATE: **07/22/2010** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | JB | | 962-73 | | \$115,153.92 |
| <p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE 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 HAWK'S NEST MINING, NOW UNDER REVOKED PERMIT NUMBER(S) 0-1-81, ON A SITE OF APPROXIMATELY 2-ACRES LOCATED NEAR BELLE, WEST VIRGINIA, (KANAWHA CO.), PER THE FOLLOWING SPECIFICATIONS.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 06/24/2010 @ 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.</p> <p>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</p> | | | | | | |



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Brad Wiseman* TELEPHONE: *(304) 586-3736* DATE: *7-28-2010*

TITLE: *President* FEIN: *550678046* 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).



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| CHUCK BOWMAN 304-558-2157 |

RFQ COPY
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Wiseman Excavating, Inc.
 Route 1, Box 190
 Liberty, WV 25124

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

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| 06/09/2010 | | | | |

BID OPENING DATE: 07/22/2010

BID OPENING TIME 01:30PM

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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: NEAR BELLE, AT INTERSECTION OF SR60 AND CR 70, TURN UP WITCHER CREEK AND TRAVEL APPROXIMATELY 1.0 MILE AND TURN RIGHT ONTO A ROAD JUST BEFORE CROSSING CREEK. A SPECIAL RECLAMATION SIGN IS ALREADY ERRECTED AT THE MOUTH OF THIS ROAD. TRAVEL APPROXIMATELY 0.2 MILE TO GATE.</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-ID-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------|----------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| Brad Wiseman | (304) 586-3736 | 7-28-10 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| President | 550678046 | |

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| <p>VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</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 KANAWHA 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> | | | | | | |

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SIGNATURE *Brad Wiseman* TELEPHONE (304) 586-3736 DATE 7-28-2010
 TITLE *President* FEIN 550678046 ADDRESS CHANGES TO BE NOTED ABOVE

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| <p>LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS 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>Wiseman Excavating, Inc.</i> CONTRACTORS NAME: <i>Wiseman Excavating, Inc.</i> CONTRACTORS LICENSE NO.: <i>WV.043.641</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>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</p> | | | | | | |

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| | | |
|----------------------------------|------------------------------------|-----------------------------------|
| SIGNATURE <i>Brad Wiseman</i> | TELEPHONE <i>(304) 586-3736</i> | DATE <i>7-28-2010</i> |
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| WITHOUT FURTHER ORDER. | | | | | | |
| PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS | | | | | | |
| 1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT, | | | | | | |
| A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY 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. | | | | | | |
| B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS. | | | | | | |
| C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES. | | | | | | |
| 2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN | | | | | | |

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| | | | | | |
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| SIGNATURE | <i>Brad Wiseman</i> | TELEPHONE | (304) 586-3736 | DATE | 7-28-2010 |
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| | | | | | | |
| <p>GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 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</p> | | | | | | |

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| <p>TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>DEP13018....</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> | | | | | | |

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PROPERTY

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**Wiseman Excavating, Inc.
 Route 1, Box 190
 Liberty, WV 25124**

SHIP TO

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

| | | | | |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED 06/09/2010 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

| BID OPENING DATE: 07/22/2010 | | BID OPENING TIME 01:30PM | | | | |
|-------------------------------------|----------|---------------------------------|--------|-------------|------------|--------|
| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |

ADDENDUM NOS.:

- NO. 1 ✓ SW
- 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.

..... *Brad Wiseman* SIGNATURE
 .. *Wiseman Excavating, Inc.* COMPANY
 .. *July 28, 2010* DATE

REV. 11/96

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------------------------|------------------------------------|-----------------------------------|
| SIGNATURE <i>Brad Wiseman</i> | TELEPHONE <i>(304) 586-3736</i> | DATE <i>7-28-2010</i> |
| TITLE <i>President</i> | FEIN <i>550678046</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
 Post Office Box 50130
 Charleston, WV 25305-0130

Quotation

DEP13018

11

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN
 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

Wiseman Excavating, Inc.
 Route 1, Box 190
 Liberty, WV 25124

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 06/09/2010 | | | | |

BID OPENING DATE: 07/22/2010 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.: | | DEP13018 | | | | |
| BID OPENING DATE: | | 07/22/2010 | | | | |
| BID OPENING TIME: | | 1:30 P.M. | | | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: | | | | | | |
| (304) 586-3789 | | | | | | |
| PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: | | | | | | |
| Brad Wiseman | | | | cell (304) | | 552-2016 |
| Rt. 1, Box 190 | | | | bus. (304) | | 586-3736 |
| Liberty, WV | | | | | | |
| 25124 | | | | | | |

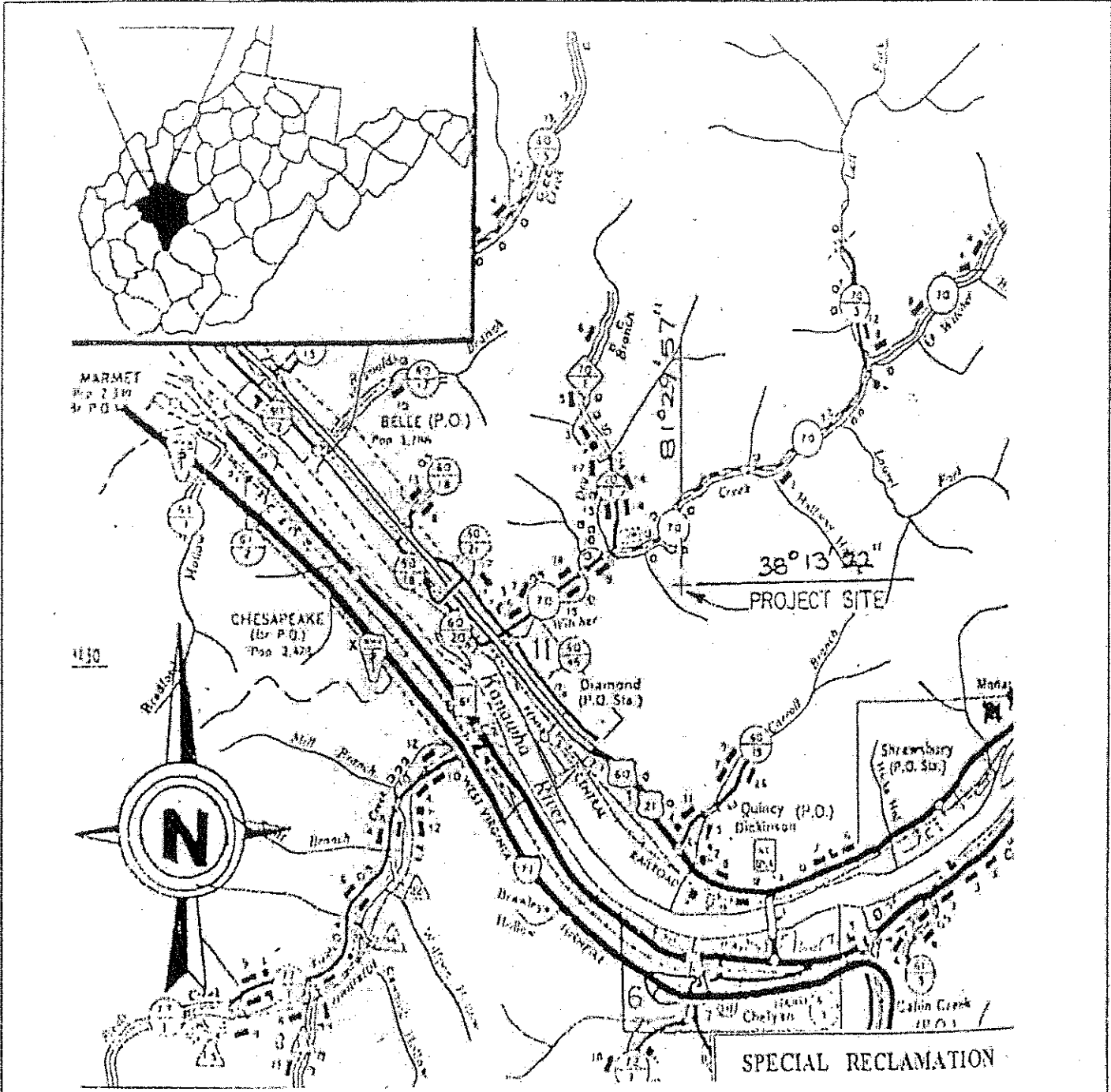
SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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

| | |
|--|---------------------------|
| BUYER CB-23 | REQ. OR PO NO DEP13018 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION | |



***DIRECTIONS:**

Near Belle, at the intersection of SR60 and CR70, turn up Witcher Creek and travel appx 1.0 mile and turn right onto a road just before crossing the creek. An Special Reclamation sign is already erected at the mouth of this road. Trave appx 0.2 mile to the gate.

| | |
|-------------------------------|-------------|
| OFFICE OF SPECIAL RECLAMATION | |
| SITE LOCATION | |
| SCALE: | DRAWN BY: |
| DATE: | PROJECT NO: |

| | | |
|--|---|-----------------------------|
| BUYER CB-23 | - | REQ. OR PO NO. DEP 13018 |
| 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 Hawk's Nest Mining, Permit O-1-81, 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 #1.0. If fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. A project sign from an earlier construction project is already in place. The posts can be used to erect the sign for this project.
2. Concurrent and continuous reclamation shall be maintained for all areas throughout the life of the project. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
3. Construction stakeout as necessary to carry out work. (Not a separate Bid Item).
4. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
5. Prepare ponds number three (#3) and number five (#5) for installation of liners by clearing, grubbing and grading. Grades for bottom shall be surveyed and grade stakes installed by the Contractor. Bottoms of the ponds shall be sloped toward the sludge conveyance pump connections at 3% slope. Prepare pond number 7 (#7) for installation of liner by clearing and grubbing. Pond number seven (#7) does not need bottom graded. Prepare spillway from pond number three (#3) to pond number five (#5) by removing existing grouted rip-rap. Cost of clearing, grubbing, staking and grading are inclusive to preparing ponds and spillway. (See attached plans and/or specifications.)
6. Install liners in ponds number three (#3), number five (#5), and number seven (#7), and in spillway from pond number three (#3) to pond number five (#5), including addition of a four inch (4") sand layer beneath all pond and spillway liners. Install grout keys to prevent water from going under the grouted spillways and pond liners. Cost of liners, grout, sand and all excavation and installation will be inclusive to the cost of lining the ponds. (See attached plans and/or specifications).
7. Install three (3) floating baffle curtains in each of ponds number two (#2), number three (#3), number four (#4), and number five (#5). Install two (2) anchors (see attached details) on each curtain. The cost of the curtains, anchors and installation are inclusive to this item. (See attached plans and/or specifications)
- * 8. Excavate check dam number one (#1) and reset/stabilize, including construction of grouted pad. Install two (2) twelve inch (12") stainless steel knife valves, enclosed in boxes of sufficient size for easy access and operation, in the conveyance lines just below the check dam. Cost of all excavation, installation, grouted pad, stainless steel knife valves and boxes, are inclusive to the cost of this item. (see attached specifications and/or plans).

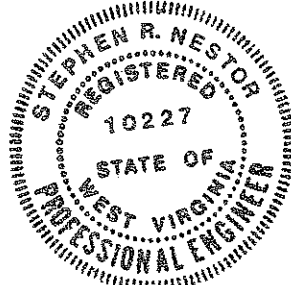
| | |
|--|-----------------------------|
| BUYER CB-23 | REQ. OR PO NO. DEP 13018 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | |

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

9. Re-arrange stone in limestone channel #3 to accommodate a channel constructed of 24" corrugated plastic pipe, cut in half lengthwise. Pipe will be bedded in crusher run over the existing stone and will follow the elevation already established. Cost of the four (4) twenty-foot (20') sections of twenty four inch (24") plastic pipe, crusher run, grading, and installation are inclusive to this item. (See attached plans and/or specifications.)

10. Regrade all disturbed areas and top dress with seed, lime and fertilizer. The two additional trees identified in vegetative species specifications will be inclusive to the cost of vegetative species item.

I, Stephen Nestor the undersigned, hereby certify ¹ 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

SEAL

5/5/10
Date:

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.

Wiseman Excavating, Inc.
 Route 1, Box 190
 Liberty, WV 25124

| | |
|--|----------------------------|
| BUYER CB-23 | REQ. OR PO NO DEP 13018 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | |

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

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|----------|--|--------------------------|--------------|
| BID SCHEDULE | | | | |
| PERMIT NAME: <u>Hawk's Nest Mining</u> | | | | |
| PERMIT NUMBER(S): <u>O-1-81</u> | | | | |
| 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/DEMOLITION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit) | LUMP SUM | \$ 3,565.00 |
| 2.0 | LUMP SUM | <u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit) | LUMP SUM | \$ 1,000.00 |
| 3.0 | LUMP SUM | <u>REGRADE AND TOPSOILING</u> | LUMP SUM | \$ 1,000.00 |
| 4.0 | LUMP SUM | <u>PREPARE PONDS #3, #5 AND #7 AND SPILLWAY FROM POND #3 TO POND #5 FOR LINERS</u> | LUMP SUM | \$ 31,039.00 |
| 5.0 | 1 EACH | <u>POND LINER INSTALLATION POND #3</u> (Including Spillway from Pond #3 to Pond #5) | \$ 14,800.00 per EACH | \$ 14,800.00 |
| 6.0 | 1 EACH | <u>POND LINER INSTALLATION POND #5</u> (Including grout key in spillway from Pond #5 to Pond #6) | \$ 14,800.00 per EACH | \$ 14,800.00 |
| 7.0 | 1 EACH | <u>POND LINER INSTALLATION POND #7</u> (Including grout keys in spillway from Pond #6 to Pond #7 and spillway from Pond #7 to natural stream) | \$ 14,800.00 per EACH | \$ 14,800.00 |
| 8.0 | 3 EACH | <u>BAFFLE CURTAIN INSTALLATION, POND #2</u> | \$ 1,116.66 per EACH | \$ 3,349.98 |
| 9.0 | 3 EACH | <u>BAFFLE CURTAIN INSTALLATION, POND #3</u> | \$ 1,116.66 per EACH | \$ 3,349.98 |
| 10.0 | 3 EACH | <u>BAFFLE CURTAIN INSTALLATION, POND #4</u> | \$ 1,116.66 per EACH | \$ 3,349.98 |
| 11.0 | 3 EACH | <u>BAFFLE CURTAIN INSTALLATION, POND #5</u> | \$ 1,116.66 per EACH | \$ 3,349.98 |

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

| | | | | |
|------|----------|---|--------------------------------|----------------------|
| 12.0 | 110 LF | <u>CONVEYANCE CHANNEL #3 INSTALLATION</u> | \$ <u>65.00</u> per LF | \$ <u>7,150.00</u> |
| 13.0 | LUMP SUM | <u>EXCAVATE/STABILIZE CHECK DAM #1 AND INSTALL STAINLESS STEEL KNIFE VALVES/BOXES</u> | LUMP SUM | \$ <u>9,500.00</u> |
| 14.0 | | <u>REVEGETATION</u> | | |
| 14.1 | 3 TONS | <u>AGRICULTURAL LIME</u> | \$ <u>200.00</u> per TON | \$ <u>600.00</u> |
| 14.2 | 1 ACRE | <u>FERTILIZER</u> | \$ <u>500.00</u> per ACRE | \$ <u>500.00</u> |
| 14.3 | 1 ACRE | <u>MULCH</u> | \$ <u>2,000.00</u> per ACRE | \$ <u>2,000.00</u> |
| 14.4 | 1 ACRE | <u>VEGETATIVE SPECIES</u> | \$ <u>1,000.00</u> per ACRE | \$ <u>1,000.00</u> |
| | | PERMIT TOTAL | | \$ <u>115,153.92</u> |



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
DEP13018

PAGE
1

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

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

VENDOR

BUYER

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 07/19/2010 | | | | |

BID OPENING DATE: **07/29/2010** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UCP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| ***** ADDENDUM NO. 1 ***** | | | | | | |
| ADDENDUM ISSUED FOR THE HAWKS NEST MINING PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 06/24/10 MANDATORY PRE-BID MEETING. BID OPENING DATE & TIME ARE EXTENDED FROM 07/22/2010 TO 07/29/2010 AT 1:30 PM. ***** NO OTHER CHANGES ***** | | | | | | |
| 0001 | 1 | JB | | 962-73 | | |
| RECLAMATION: RESTORATION OF LAND | | | | | | |
| ***** THIS IS THE END OF RFQ DEP13018 ***** TOTAL: | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | | |
|-----------|------|-----------------------------------|------|
| SIGNATURE | | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE | |

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 13018
Project: Hawks Nest Mining Co.
Permit # 0-1-81

Bid Date: 7/23/10
Pre-Bid Date: 6/24/10

Name : Brian Hoard
Company: Breakaway Const.
Address: 1075 Old Turnpike Rd
Sutton WV 26601
Phone #: 304-765-5317
Fax #: 304-765-5317
Email : _____

Name : JR SPENCER
Company: ROMIE SPENCER, INC.
Address: HC 74 Box 201
STRANGE CREEK WV
25063
Phone# : 304-364-8626
Fax # : - 8376
Email : RHS20@HUGHES.NET

Name : Robert Barnes
Company: Barnes Exc. Inc.
Address: P.O. Box 13384
Sissonville
WV. 25360
Phone #: 304-994-1725
Fax #: 304-994-0074
Email : BARNES EXC. @AOL.COM

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

Name : BRAD WISEMAN
Company: WISEMAN EXCAVATING
Address: RT 1 Box 190 LIBERTY
W.V. 25124
Phone #: 304-586-3736
Fax #: 304-586-3789
Email : _____

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

Name : Mal Jones
Company: Barrett Const.
Address: PO box 10
Proctor WV
25764
Phone #: 304-548-7004
Fax #: 304-548-7133
Email : barrettconst@planet.com

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

Hawk's Nest Mining Co O-1-81 DEP13018

Q. You said something about not cleaning all the bottom out. It has rocks & stuff, I mean you still have to bed this with sand.

A. I didn't say you didn't have to clean it out. It might have been something he said. It still requires 4 inches of sand bedding & all that, so yeah, you are going to clean it out.

Q. If for some reason it won't slide, what do we do then?

A. It slid back on us, so it should slide pretty easy.

Q. Are the measurement to the ponds in spec book?

A. Yes, in the site plan.

Q. Is that what you want Charlie, at the end of it, sticking out about a foot?

A. Yes and check valves out here, so we can adjust which side we want to turn on and which to close.

Q. That ditch as a little bit of a curve. Are you going to straighten channel to where it's a straight shot?

A. I'd say you're going to have to straighten channel.

Q. What about the spoil that comes out of the ponds? How do we dispose of it?

A. There's enough area there to spread it out, even on the dikes. Vegetation could be burned with proper permit.

Q. Is it out of the flood plane?

A. Yes

Q. Are the measurements to the ponds in the spec book?

A. Yes in site plan.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Wiseman Excavating, Inc.
of Liberty, West Virginia, as Principal, and Erie Insurance Property &
Cas. Co., Erie, Pennsylvania, a corporation organized and existing under the laws of the State of PA
WV with its principal office in the City of Erie, 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
reclamation on the mining operation of Hawk's Nest Mining on a site of
approximately 2 acres located near Belle, WV (Kanawha County).

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
29th day of July, 2010

Principal Corporate Seal

Wiseman Excavating, Inc.

(Name of Principal)

By Brad Wiseman

(Must be President or
Vice President)

President

(Title)

Surety Corporate Seal

Erie Insurance Property & Cas. Co.

(Name of Surety)

Mawna L. Chandler

Attorney-in-Fact

WV licensed resident agent

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



ERIE INSURANCE
PROPERTY & CASUALTY COMPANY
ERIE, PA 16530
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

James C. Lett, Craig Krenzle, Neely R. Arthur, Jr., Timothy J. White, David Jennings, Dawnna L. Chandler and Mary Ann Cline individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship,

-----each in a penalty not to exceed the sum of one million dollars (\$1,000,000.00).-----

And to bind ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 11th day of March, 2008, and said Resolution has not been amended or repealed:

“RESOLVED, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.”

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 18th day of September, 2008, at which a quorum was present and said Resolution has not been amended or repealed:

“RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.”

IN WITNESS WHEREOF, ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of September, 2008.



Terrence W. Cavanaugh
Terrence W. Cavanaugh
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 18th day of September, 2008, before me personally came Terrence W. Cavanaugh, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Sheila M. Hirsch
My commission expires June 27, 2012
Notary Public

CERTIFICATE

I, James J. Tanous, Secretary of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.



James J. Tanous
James J. Tanous Secretary

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,

this 29th day of July 20 10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2010

| | | |
|--|--|---------------|
| PRODUCER Arthur Krenzlet Lett Insurance Group P O Box 627 Winfield, WV 25213 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED Wiseman Excavating Inc. Route 1, Box 190 Liberty, WV 25124 | INSURER A: Erie Insurance Property & Casualty Co | |
| | INSURER B: BrickStreet Mutual Ins. Co. | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|-------------|---|---------------|----------------------------------|-----------------------------------|--|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | Q40 7350055 | 4/23/2010 | 4/23/2011 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS _____ | Q04 7530186 | 4/25/2010 | 4/25/2011 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____ | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| A | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE \$ RETENTION \$ | Q28 7570018 | 4/25/2010 | 4/25/2011 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | WC10204907 | 04/10/2010 | 04/10/2011 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | | OTHER | | | | |

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

CERTIFICATE HOLDER

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

Attn: Jonathan Tyler

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dawnna L Chandler



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

STATE OF West Virginia

COUNTY OF Putnam, TO-WIT:

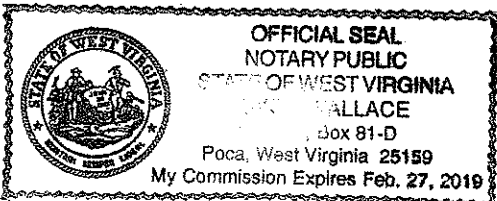
I, Brad Wiseman, after being first duly sworn, depose and state as follows:

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

Wiseman Excavating, Inc.
(Company Name)



By: Brad Wiseman
Title: President
Date: 7-29-10

Taken, subscribed and sworn to before me this 29 day of July, 2010.

By Commission expires Feb. 27, 2019

(Seal)

Joyce Wallace
(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.

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 exceeds 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: Wiseman Excavating, Inc.

Authorized Signature: Brad Wiseman Date: 7-29-10

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 29 day of July, 2010.

My Commission expires Feb 27, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC Joyce Wallace

