



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
DEP14998

PAGE
1

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

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Utilities Forestry Services, Inc.
 P.O. Box 1027
 2022 Dorey Street Ext.
 Clearfield, PA 16830

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

tdickson@utilitiesforestry.com

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/23/2010				

BID OPENING DATE: **07/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$186,740.00
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF BUFFALO COAL COMPANY, NOW UNDER REVOKED PERMIT NUMBER(S) U-2010-94, ON A SITE CONSISTING OF APPROXIMATELY 15 ACRES LOCATED NEAR MOUNT STORM, WV, (GRANT CO.).</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 06/17/2010 @ 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>						

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PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald R. Wind</i>	TELEPHONE (814) 765-7115	DATE 7/15/10
TITLE Vice-President	FEIN 251193213	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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<p>MATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: IN GRANT COUNTY, FROM THE INTERSECTION OF USR 50 AND CR 42 TRAVEL WEST ON USR 50 ABOUT 5.3 MILES TO THE SITE HAULROAD ON THE RIGHT. ENTER THROUGH GATE AND TRAVEL DOWNHILL TO MINE SITE ON LEFT.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG FREE WORK PLACE AFFIDAVIT MUST BE SIGNED & SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE</p>						

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SIGNATURE <i>Donald R. Wendt</i>	TELEPHONE (814)765-7115	DATE 7/15/10
TITLE Vice-President	FEIN 25-1193213	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ID, CHAPTER 21 OF THE WV 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 GRANT COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF</p>						

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<p>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: CONTRACTORS NAME: Utilities Forestry Services, Inc. CONTRACTORS LICENSE NO.: WV000605</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 WITHOUT FURTHER ORDER.</p>						

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<p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATIO OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, O PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL</p>						

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<p>PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>						

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald R. Wendt</i>	TELEPHONE (814)765-7115	DATE 7/15/10
TITLE Vice-President	FEIN 25-1193213	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Request for
 Quotation**

RFQ NUMBER
 DEP14998

PAGE
 10

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Utilities Forestry Services, Inc.
 P.O. Box 1027
 2022 Dorey Street Ext.
 Clearfield, PA 16830

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

tdickson@utilitiesforestry.com

DATE PRINTED 05/23/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **07/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NOS.:						
NO. 1		X				
NO. 2						
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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.</p> <p>...<i>Donald R. Windt</i>... SIGNATURE</p> <p>..Utilities Forestry Services..Inc..COMPANY</p> <p>.....7/15/10.....DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald R. Windt</i>	TELEPHONE (814)765-7115	DATE 7/15/10
TITLE Vice-President	FERN 25-1193213	ADDRESS CHANGES TO BE NOTED ABOVE

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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

RFQ NUMBER
DEP14998

PAGE
11

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

RFQ COPY

TYPE NAME/ADDRESS HERE
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 P.O. Box 1027
 2022 Dorey Street Ext.
 Clearfield, PA 16830**

**ENVIRONMENTAL PROTECTION
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 105 S. RAILROAD STREET
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tdickson@utilitiesforestry.com

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/23/2010				

BID OPENING DATE: **07/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP14998</p> <p>BID OPENING DATE: 07/15/2010</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (814) 765-5698</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Donald R. Wendt</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald R. Wendt</i>	TELEPHONE (814) 765-7115	DATE 7/15/10
TITLE Vice-President	FEIN 25-1193213	ADDRESS CHANGES TO BE NOTED ABOVE

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

Utilities Forestry Services, Inc.
P.O. Box 1027
2022 Dorey Street Ext.
Clearfield, PA 16830

BUYER CB-23	REQ. OR PO NO. DEP 14998
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

REVISED PER ADDENDUM NO. 1

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>BUFFALO COAL COMPANY</u>		
		PERMIT NUMBER(S): <u>U-2010-94</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/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$10,250
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ 100
3.0	LUMP SUM	<u>MAIN ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 1,200
3.1	230 TN	<u>STONE FOR MAIN ACCESS ROAD UPGRADE</u>	\$ 15.50 PER TN	\$ 3,565
4.0	4 EA	<u>WET MINE SEAL</u>	\$ 4000 PER EA	\$ 16,000
5.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$54,080
6.0	6.0 AC	<u>REGRADING AND TOPSOILING</u>	\$ 300 PER AC	\$18,000
7.0		<u>SOIL MATERIAL (this item deleted by Addendum #1)</u>		No Bid
8.0		<u>REVEGETATION</u>		
8.1	6.0 AC	<u>AGRICULTURAL LIME</u>	\$ 65 PER AC	\$ 390
8.2	6.0 AC	<u>FERTILIZER</u>	\$ 350 PER AC	\$ 2,100
8.3	6.0 AC	<u>MULCH</u>	\$ 500 PER AC	\$ 3,000
			TOTAL	\$

Utilities Forestry Services, Inc.
P.O. Box 1027
2022 Dorey Street Ext.
Clearfield, PA 16830

BUYER CB-23	REQ. OR PO NO 16 DEP 14998
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

8.4	<u>6.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ 580 PER AC	\$ 3,480
9.0	LUMP SUM	<u>EXISTING SEDIMENT CONTROL STRUCTURES / RESIZE EXISTING ON BENCH POND, w/SPILLWAY AND OUTSLOPE PROTECTION</u>	LUMP SUM	\$ 5,700
10.0	<u>2700</u> LF	<u>STORMWATER MANAGEMENT - SILT FENCE/HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ 4.50 PER LF	\$ 12,150
11.0	<u>1050</u> LF	<u>RIPRAP DITCH / DITCH #1</u>	\$ 18.50 PER LF	\$ 19,425
12.0	<u>100</u> LF	<u>GROUTED RIPRAP CHANNEL #2, w/ENERGY DISSIPATING BASIN</u>	\$ 125 PER LF	\$ 12,500
13.0	<u>1100</u> LF	<u>CONSTRUCT NEW ACCESS ROAD</u>	\$ 18.00 PER LF	\$ 19,800
14.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ 5,000
15.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
TOTAL PERMIT <u>\$186,740.00</u>				<u>\$ 186,740</u>



AVS OFT Report - 5/5/2010 2:26:36 PM

All OFT's where the selected entity is listed as an entity or related entity

Entity Selected (143760) Utilities Forestry Services Inc

Parent Entity	Description	Related Entity	% Ownership	Begin Date	End Date
(143760) Utilities Forestry Services Inc	Director	(143761) Steven J Larson		3/1/1996	
(143760) Utilities Forestry Services Inc	President	(143761) Steven J Larson		3/1/1996	
(143760) Utilities Forestry Services Inc	Shareholder	(143761) Steven J Larson	33%	9/15/2008	
(143760) Utilities Forestry Services Inc	Shareholder	(143762) Paul B Wawrynowic	33%	9/15/2008	
(143760) Utilities Forestry Services Inc	Director	(143762) Paul B Wawrynowic		3/1/1996	
(143760) Utilities Forestry Services Inc	Secretary	(143762) Paul B Wawrynowic		3/1/1996	
(143760) Utilities Forestry Services Inc	Treasurer	(143762) Paul B Wawrynowic		2/10/2005	
(143760) Utilities Forestry Services Inc	Vice President	(143762) Paul B Wawrynowic		3/1/1996	
(143760) Utilities Forestry Services Inc	Director	(143765) Donald R Wendt		3/1/1996	
(143760) Utilities Forestry Services Inc	Vice President	(143765) Donald R Wendt		3/1/1996	
(143760) Utilities Forestry Services Inc	Shareholder	(143765) Donald R Wendt	33%	9/15/2008	
(143760) Utilities Forestry Services Inc	Director	(143763) Frank J Wawrynowic		3/1/1996	2/9/2005
(143760) Utilities Forestry Services Inc	Shareholder	(143763) Frank J Wawrynowic	10%	7/9/1968	2/9/2005
(143760) Utilities Forestry Services Inc	Treasurer	(143763) Frank J Wawrynowic		3/1/1996	2/9/2005
(143760) Utilities Forestry Services Inc	Shareholder	(143764) Patrick A Bergum	22%	5/16/1989	8/6/2005
(143760) Utilities Forestry Services Inc	Shareholder	(143761) Steven J Larson	22%	3/17/1983	8/6/2005
(143760) Utilities Forestry Services Inc	Shareholder	(143762) Paul B Wawrynowic	22%	3/16/1981	8/6/2005
(143760) Utilities Forestry Services Inc	Shareholder	(143765) Donald R Wendt	22%	6/20/1985	8/6/2005
(143760) Utilities Forestry Services Inc	Shareholder	(143764) Patrick A Bergum	25%	8/6/2005	9/15/2008
(143760) Utilities Forestry Services Inc	Vice President	(143764) Patrick A Bergum		3/1/1996	9/15/2008
(143760) Utilities Forestry Services Inc	Director	(143764) Patrick A Bergum		3/1/1996	9/15/2008
(143760) Utilities Forestry Services Inc	Shareholder	(143761) Steven J Larson	25%	8/6/2005	9/15/2008
(143760) Utilities Forestry Services Inc	Shareholder	(143762) Paul B Wawrynowic	25%	8/6/2005	9/15/2008
(143760) Utilities Forestry Services Inc	Shareholder	(143765) Donald R Wendt	25%	8/6/2005	9/15/2008



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

Request for Quotation

BID NUMBER
 DEP14998

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

RFQ COPY

RFQ COPY
 TYPE NAME/ADDRESS HERE

Utilities Forestry Services, Inc.
 P.O. Box 1027
 2022 Dorey Street Ext.
 Clearfield, PA 16830

S H I P T O

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

tdickson@utilitiesforestry.com

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/08/2010				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE BUFFALO COAL CO. PROJECT IN GRANT CO., TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE REVISED SITE DRAWING, REVISED PAGE ONE OF THE BID SCHEDULE, AND THE Q/A RESULTING FROM THE MANDATORY ON-SITE PRE-BID MEETING OF 06/17/10.						
BID OPENING DATE & TIME ARE EXTENDED FROM 07/15/10 TO 07/22/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP14998 *****						TOTAL: \$186,740.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald R. Ward</i>	TELEPHONE (814)765-7115	DATE 7/15/10
TITLE Vice-President	FEIN 25-1193213	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, 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.
15. **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>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**Addendum #1 - Questions During Pre-Bid Conference
For DEP 14998
Buffalo Coal Company, Inc.
Permit # U-2010-94**

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

- **Delete item 7.0 "Soil Material" from the bid schedule. This item will NOT be used.**
- **The "Reclaimed Project Site" drawing was missing from the Purchasing Division bid packet. This drawing was handed out at the PBC.**

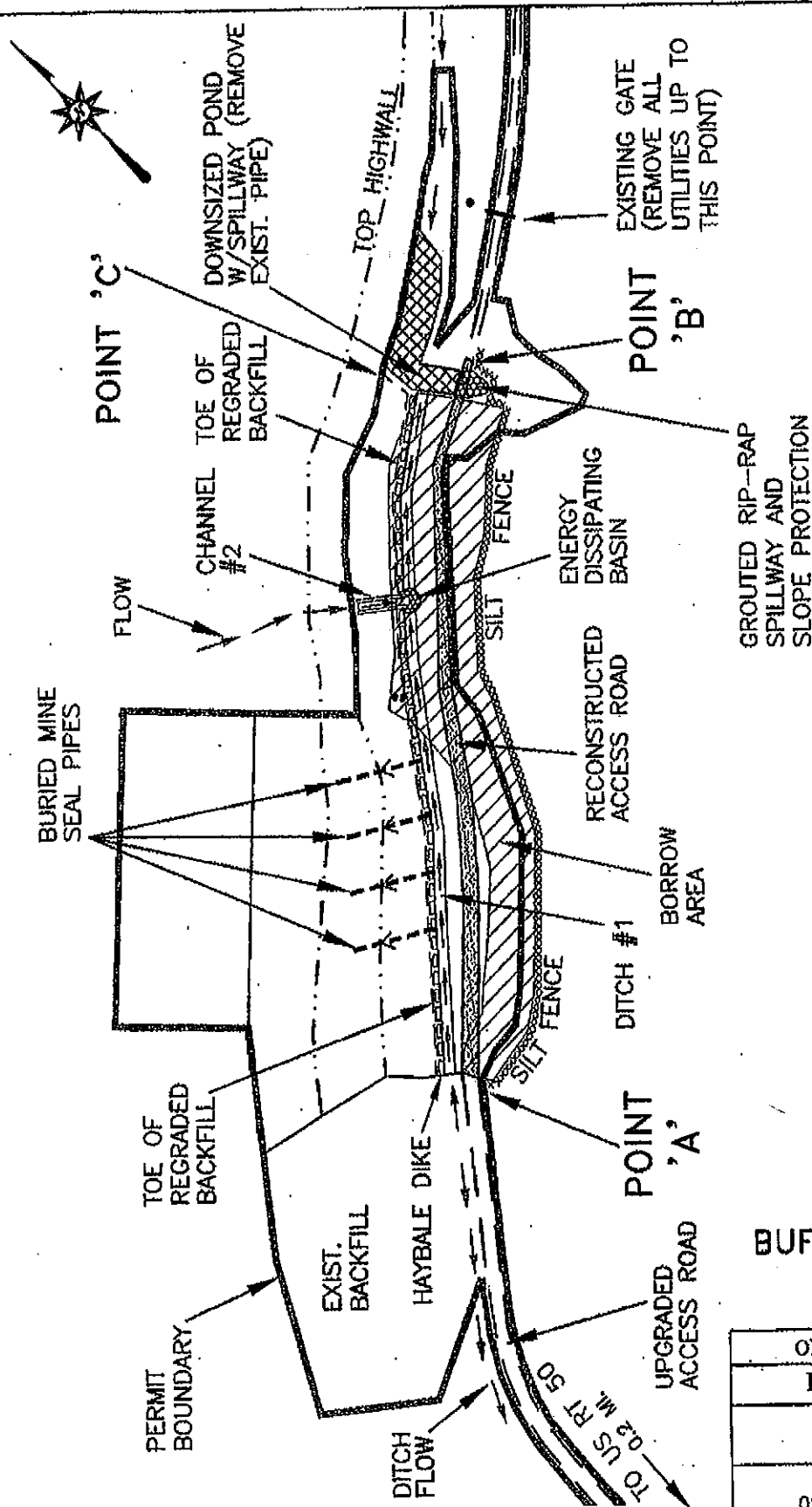
- 1.) Q. On this pond you are removing an existing pipe at that impoundment and putting a ditch in, does it have a drive-thru to the gate?
A. Yes, there is a drive-thru and it is included in the Pond Spillway and Ditch cross-sectional drawing. The drive-thru has 5H:1V side slopes in and out.
- 2.) Q. Are we backfilling the highwall, or are we going 4 feet over the coal seam?
A. We are going to use all of the available material and eliminate as much highwall as we can.
- 3.) Q. Are we using all of the material to the low water crossing or the gate?
A. Use all available material to the low water crossing.
- 4.) Q. Do you have an elevation for the new road or where you want us to stop at?
A. No, we have a cross sectional drawing to use as a guide, and the amount of material to be removed is up to the contractor to determine.
- 5.) Q. There is no drainage underneath the road...the road is the lowest thing?
A. Yes, that is correct.
- 6.) Q. Do you have an estimate on the yardage of material for backfill?
A. No, we do not have a yardage estimate.
- 7.) Q. The road is not going to be below drainage, you are going to put the drainage back toward the new ditch at the toe of the backfill (toward the highwall)?
A. Yes, everything on the highwall side of the road shall come toward the new ditch.
CLARIFICATION: The area over the existing roadway shall be regraded to drain toward the low water crossing, and any area between the road and the new ditch shall drain toward the ditch. Any area between the road and the outer safety berm that does not drain toward the low crossing shall be drained by breaching the safety berm with some rock outlet apron protection to prevent erosion. Any costs and rock associated with this shall be incidental to the Construct New Access Road bid item (#13.0).
- 8.) Q. How far over the hill can we go to get dirt?
A. None, only take enough material below the existing road until the area may properly drain into new ditch and toward the low water crossing.

**Addendum #1 - Questions During Pre-Bid Conference
For DEP 14998
Buffalo Coal Company, Inc.
Permit # U-2010-94**

- 9.) Q. How far up there are you going for material (toward the south end or Point A from drawing), you are showing that flow going that way (toward the main road)?
A. We will start the backfilling at Point A from drawing, where the existing backfilled section stops.
- 10.) Q. If you are on pavement here, do we have to chip material out to get positive flow out of the mine pipes?
A. We should be able to keep the mine seal pipes on top of pavement until they discharge into the new V-Ditch, it is the ditch that may have to be cut into the pavement in order to maintain positive drainage.
- 11.) Q. The construction limits are on that side of the road, and we are not allowed to go down to the pavement on that side of the road?
A. No, only go as far as to provide adequate drainage on the regraded surface around the road, and maintain a safety berm to buffer the area over the hill.
- 12.) Q. How far out are we coming with the new ditch?
A. The ditch shall be established at the toe of the fill, based on the height of highwall eliminated and a 2H:1V slope on the backfill material.
- 13.) Q. What is the elevation for the exit spillway (at the low water road crossing), or where does the final bottom elevation need to be set at?
A. Use the existing invert of the spillway now as the top of the rock in the crossing bottom section.
- 14.) Q. Will the pond get eliminated?
A. No, the pond will be downsized, but will remain for sediment control.
- 15.) Q. Do we have to treat this water (from the pond)?
A. If you are pumping it out, and it is not in compliance, then yes, you will have to treat it.
- 16.) Q. Is the silt fence typical or other?
A. Yes, we will be using standard silt fence. Detailed drawings are in the requisition.
- 17.) Q. Does this road need to be left open throughout the project?
A. Yes, access must be maintained through and past the project. A few landowners have camps past this site.

WV-36a STATE OF WEST VIRGINIA
 REV. 5-26-09 PURCHASING CONTINUATION SHEET
 VENDOR: REVISED PER ADDENDUM NO. 1

BUYER CB-23
 REQ. OR PO NO. DEP 14998
 SPENDING UNIT
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
 PROTECTION / SPECIAL RECLAMATION



BUFFALO COAL COMPANY
U-2010-94

OFFICE OF SPECIAL RECLAMATION	
RECLAIMED PROJECT SITE	
SCALE: NTS	DRAWN BY: SN
DATE: 02/18/10	PROJECT NO:

BUYER CB-23	REQ. OR PO NO. DEP 14998
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

REVISED PER ADDENDUM NO. 1

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>BUFFALO COAL COMPANY</u>		
		PERMIT NUMBER(S): U-2010-94		
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ _____
3.0	LUMP SUM	<u>MAIN ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
3.1	<u>230</u> TN	<u>STONE FOR MAIN ACCESS ROAD UPGRADE</u>	\$ _____ PER TN	\$ _____
4.0	<u>4</u> EA	<u>WET MINE SEAL</u>	\$ _____ PER EA	\$ _____
5.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ _____
6.0	<u>6.0</u> AC	<u>REGRADING AND TOPSOILING</u>	\$ _____ PER AC	\$ _____
7.0		<u>SOIL MATERIAL (this item deleted by Addendum #1)</u>		No Bid
8.0		<u>REVEGETATION</u>		
8.1	<u>6.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ _____ PER AC	\$ _____
8.2	<u>6.0</u> AC	<u>FERTILIZER</u>	\$ _____ PER AC	\$ _____
8.3	<u>6.0</u> AC	<u>MULCH</u>	\$ _____ PER AC	\$ _____
			TOTAL	\$ _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14998
 Project: Buffalo Coal Co., Inc.
U-2010-94

Bid Date: 07/15/10
 Pre-Bid Date: 06/17/10

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO
 Address: 511 50th Street
Chas WV 25804

Phone #: 304-925-0253
 Fax #: 925-9235
 Email : Jody.May@hol.com

Name : GARY LONG
 Company: McCourt & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601

Phone #: 304 765-5288
 Fax #: 304 765-5293
 Email : _____

Name : Tion Batcher
 Company: Select Excavating, Service
 Address: P.O. Box 581
Jane Lee, WV 26378

Phone #: 304-613-9194
 Fax #: 304-869-5455
 Email : SelectExcavating@yahoo.com

Name : JAMES ALLEN
 Company: J.F. ALLEN CO
 Address: P O BOX 2049
Buckhannon WV
26201

Phone #: 304 472 8890
 Fax #: 304 472 8897
 Email JAMES.ALLEN@JFALLENCO.COM

Name : MIKE WARDWELL
 Company: EASTERN ARROW
 Address: PO BOX 4108
Charleston WVA

Phone #: 304-866-2794
 Fax #: _____
 Email : EASTERN ARROW@earthlink.net

Name : Don Wendt
 Company: Utilities Forestry Svc.
 Address: P.O. Box 1027
Clemfield, PA 16830

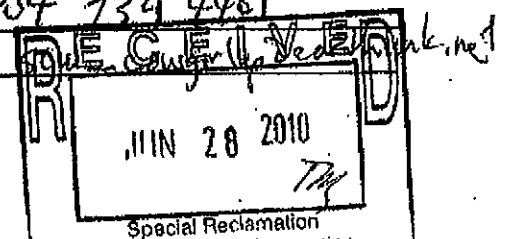
Phone #: 412-874-0072
 Fax #: 814-765-5698
 Email : _____

Name : JACOB MAPLE
 Company: Anderson Excavating LLC
 Address: 343 Williams Rd
Morgantown, WV
26501

Phone #: 304-983-2296
 Fax #: 304-983-4755
 Email : randerson@andersonexcavatingllc.com

Name : Spencer C Woodell
 Company: Conard Up Inc.
 Address: PO BBox 243
Simpson WVa 26443

Phone #: 304-739-4397
 Fax #: 304 739 4481
 Email : _____



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

7

RFQ # : DEP14998
 Project: Buffalo Coal Co., Inc.
U-2010-94

Bid Date: 07/15/10
 Pre-Bid Date: 06/17/10

Name : Thane Ryder
 Company: Ryder Contracting Inc.
 Address: HL 82 Box 199
Marlinton WV 24754

Phone # : 304-799-4488
 Fax # : 304-799-4133
 Email : Rydercontractinginc@citlink.net

Name : LES BOLEN
 Company: ASPEN CORP
 Address: 2400 RITTER DR
DANIELS WV 25832

Phone# : 304-763-4591
 Fax # : 304-763-4573
 Email : lboLEN@aspengolf.com

Name : Mike GRAY
 Company: GRALAW Corp
 Address: 10301 SR #149
Fount Ave. N.Y 12027

Phone # : 518-792-3826
 Fax # : 518-795-8117
 Email : Grasaw Corp @ Yahoo Corp

Name : Scott Beitzel
 Company: Robert Beitzel Excavating
 Address: 20 Lumber City Rd.
Oakland, MD 21550

Phone# : 301-334-6326
 Fax # : 301-334-6326
 Email : Dirt Digger 1975@msn.com

Name : Brian Hoard
 Company: Breakaway Const
 Address: 1075 Old Turnpike rd
Sutton WV 26601

Phone # : 304-765-5317
 Fax # : 304-765-5317
 Email : _____

Name : Robert Beitzel
 Company: Robert Beitzel Excavating
 Address: 20 Lumber City Rd.
Oakland Md. 21550

Phone# : 301-334-6326
 Fax # : 301-334-6326
 Email : Dirt Digger 1975 @msn.com

Name : BEUL BOLYARD
 Company: CHARLES E. BOLYARD & SONS INC
 Address: 125 EAST HIGH ST
KINGWOOD WV 26537

Phone # : 304-329-1330
 Fax # : 304-329-1571
 Email : _____

Name : Tara Winters
 Company: Eaton Farm Service
 Address: PO Box 98
Eaton WV 26716

Phone# : 304-735-3761
 Fax # : 304-735-3762
 Email : tara.winter@sscorp.com

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Utilities Forestry Services, Inc.
of PO Box 1027, Clearfield, PA 16830, as Principal, and West American Insurance Company
of 2000 Linglestown Road Harrisburg, a corporation organized and existing under the laws of the State of Indiana
with its principal office in the City of Harrisburg, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of the amount 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
Requisition Number 14998
Buffalo Coal Company, Near Mount Storm, WV Grant 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

15th day of July, 2010.

Principal Corporate Seal

Utilities Forestry Services, Inc.

(Name of Principal)

By Donald R. Windt
(Must be President or
Vice President)

Vice-President

(Title)

Surety Corporate Seal

West American Insurance Company

(Name of Surety)

Kevin D. McMillen
Attorney-in-Fact
Kevin D. McMillen, Attorney-in-Fact

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

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 38-923

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: David P. Caldwell, Arvid R. Nelson, Kevin D. Mc Millen, Randall L. Lemmo, Sue A. Fowler or Scott E. Burns of Bradford and/or Clearfield and/or Clarion and/or Smethport, Pennsylvania its true and lawful agent (s) and attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TEN MILLION (\$10,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

IN WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 22nd day of September, 2005.



Sam Lawrence
Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 22nd day of September, 2005 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

Caryl S. Gregory
Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. **Appointment of Attorneys-in-Fact.** The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof.

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 15th day of July, 2010



Mark E. Schmidt
Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-513-867-3471 between 9:00 am and 4:30 pm EST on any business day.



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

STATE OF Pennsylvania

COUNTY OF Clearfield, TO-WIT:

I, Donald R. Wendt, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Utilities Forestry Services, Inc. and,
(Company Name)
- 2. I do hereby attest that Utilities Forestry Services, 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.

Utilities Forestry Services, Inc.
(Company Name)

By: Donald R. Wendt

Title: Vice-President

Date: 7/15/10

Taken, subscribed and sworn to before me this 15 day of July, 2010.

By Commission Expires OF PENNSYLVANIA

(Seal)

Notarial Seal
Terry L. Dickson, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Nov. 15, 2012
Member, Pennsylvania Association of Notaries

Terry L. Dickson
(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 owned 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 subdivision 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 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: Utilities Forestry Services, Inc.

Authorized Signature: *Donald R. Wood* Date: _____

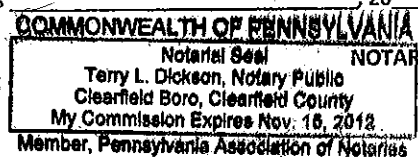
State of PA

County of Clearfield, to-wit:

Taken, subscribed, and sworn to before me this 15 day of July, 2010.

My Commission expires _____, 20____.

AFFIX SEAL HERE



Terry L. Dickson