



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
DEP15176

PAGE
1

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

**RFQ COPY
TYPE NAME/ADDRESS HERE**

Mountaineer Contractors, Inc.
P.O. Box 606
Kinwood, WV 26537

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
11/03/2010						
BID OPENING DATE: 11/16/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE BUFFALO COAL COMPANY PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, REVISED SCOPE OF WORK, REVISED SPECIFICATIONS, AND REVISED BID SCHEDULE SHEETS RESULTING FROM THE MANDATORY ON-SITE PRE-BID DATED 10/13/2010.</p> <p>BID OPENING DATE & TIME ARE EXTENDED FROM 11/10/2010 TO 11/16/2010 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p> <p>RECLAMATION: RESTORATION OF LAND</p> <p>***** THIS IS THE END OF RFQ DEP15176 ***** TOTAL: \$ 7,639,000.00</p>						

RECEIVED
PURCHASING DIVISION
STATE OF WV
2010 NOV 16 P 1:03

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-329-2129 DATE: 11-16-2010

TITLE: President FEIN: 55-0481221 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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TYPE NAME/ADDRESS HERE

VENDOR

Mountaineer Contractors, Inc.
 P.O. Box 606
 Kinewood, WV 26537

SHIP TO

ENVIRONMENTAL PROTECTION
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 105 S. RAILROAD STREET
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/09/2010				
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73	\$7,639,000 ⁰⁰	\$7,639,000 ⁰⁰
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF BUFFALO COAL COMPANY, NOW UNDER REVOKED PERMIT NUMBER(S) S-2004-02 AND S-100-84, PER THE FOLLOWING DRAWINGS AND SPECIFICATIONS, BID REQUIREMENTS, TERMS & CONDITIONS, SCOPE OF WORK, AND THE ATTACHED BID SCHEDULE.</p> <p>THIS SITE CONSISTS OF APPROXIMATELY 509.0 ACRES AND IS LOCATED NEAR MT. STORM, WV IN GRANT COUNTY.</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 10/13/10 AT 9:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. 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 REPRESENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-329-2129	DATE 11-16-2010
TITLE President	FEIN 55-0481221	ADDRESS CHANGES TO BE NOTED ABOVE

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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.O. Box 606
 Kingwood, WV 26537

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09/09/2010				

BID OPENING DATE: 11/10/2010 BID OPENING TIME 01:30PM

LIVE	QUANTITY	UOP	QTY NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ATTENTION NAME ON THE ATTENDANCE SHEET WILL RESULT IN DIS-QUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE 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: FROM COUNTY ROUTE 32 NEAR DAVIS, TURN ONTO COUNTY ROUTE 93 AND GO EAST 11.6 MILES. TURN RIGHT ONTO A PRIVATE GRAVEL ROAD AND GO 6.5 MILES SOUTH TO THE SITE. FOR THE PRE-BID CONFERENCE, WE WILL MEET AT THE GATE LOCATED ON THE GRAVEL ROAD OFF OF COUNTY ROUTE 93.</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 T</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chuck Bowman</i>	TELEPHONE 304-429-2129	DATE 11-16-2010
TITLE President	FEIN 55-0481221	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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Mountaineer Contractors, Inc.
 P.O. Box 606
 Kinwood, WV 26537

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<p>SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, 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 WITHIN 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>						

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SIGNATURE <i>J.G. B...</i>	TELEPHONE 304-329-2129	DATE 11-16-2010
TITLE President	FEIN 55-0481221	ADDRESS CHANGES TO BE NOTED ABOVE

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ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000. () BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT. (XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND. () MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 CONTRACTORS LICENSE WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS						

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SIGNATURE	TELEPHONE	DATE
<i>J. B.</i>	304-399-2129	11-16-2010
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0481221	

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<p>STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS 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: CONTRACTORS NAME: ..Mountaineer Contractors, Inc.. CONTRACTORS LICENSE NO.: WV001286.....</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</p>						

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SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-329-2129	11-16-2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0481221	

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 CHUCK BOWMAN
 304-558-2157

RFQ COPY

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Mountaineer Contractors, Inc.
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 Kingwood, WV 26337

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<p>CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <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 USED IN THIS CONTRACT,</p> <p>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.</p> <p>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.</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>						

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2.						
THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:						
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,						
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.						
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.						
REV. 10/01/01 EXHIBIT 7 DOMESTIC ALUMINUM GLASS & STEEL IN PUBLIC WORKS PROJECTS 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						

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President	55-0481221		

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BID OPENING DATE: 11/10/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-329-2129	11-16-2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0481221	

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 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
 DEP15176

PAGE
 9

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Mountaineer Contractors, Inc.
 P.O. Box 606
 Kinewood, WV 26537

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

DATE PRINTED 09/09/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 11/10/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED 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>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>J.B.</i>	TELEPHONE 304-329-2129	DATE 11-16-2010
TITLE President	PEIN 55-0481221	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
 DEP15176

PAGE
 10

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Mountaineer Contractors, Inc.
 P.O. Box 606
 Kinewood, WV 26537

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/09/2010				

BID OPENING DATE: 11/10/2010 BID OPENING TIME 01:20PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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- ADDENDUM NOS.:
- NO. 1 11-03-2010
 - 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.

John G. Boyce PRESIDENT SIGNATURE
 Mountaineer Contractors, Inc. COMPANY
 November 16, 2010 DATE

REV. 11/96

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:
 DEPARTMENT OF ADMINISTRATION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John G. Boyce</i>	TELEPHONE 304-329-2129	DATE 11-16-2010
TITLE President	FEDIN 55-0481221	ADDRESS CHANGES TO BE NOTED ABOVE



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
DEP15176

PAGE
11

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Mountaineer Contractors, Inc.
P.O. Box 606
Kingwood, WV 26537

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FCB	FREIGHT TERMS
09/09/2010				

BID OPENING DATE: 11/10/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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.: DEP15176						
BID OPENING DATE: 11/10/2010						
BID OPENING TIME: 1:30 P.M.						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-329-2206						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: John P. Rowle						

RECEIVED
NOV 16 P 1:11
PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *J.G. B...* TELEPHONE: 304-329-2129 DATE: 11-16-2010

TITLE: President FEIN: 55-0481221 ADDRESS CHANGES TO BE NOTED ABOVE

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

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mountaineer Contractors Inc
of PO Box 606, Kingwood WV 26537, as Principal, and Travelers Cas & Sur Co of
America of 800 Abrtm St, 390 Richmond VA corporation organized and existing under the laws of the State of
Connecticut with its principal office in the City of Richmond, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of 5 percent bid (\$ -----5%-----) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
WVDEP Office of Special Reclamation RFQ#DEP15176 Grant County WV

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 Oblige 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 10th day of November, 2010.

Principal Corporate Seal

Mountaineer Contractors Inc
(Name of Principal)

By J. S. I. Kasper President
(Must be President or Vice President)

Surety Corporate Seal

Travelers Casualty & Surety Company of America
(Name of Surety)

Denise A. Deem
Attorney-in-Fact
(Denise A Deem)

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.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219315

Certificate No. 003509407

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

L. Randall Cober, Kenneth J. Juskowich, Dolores J. Martin, Ann Vozniak, Linda Zannier, Denise A. Deem, and Allison L. Hennessey

of the City of Morgantown, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of February, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 25th day of February, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys in Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of November, 2010

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



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

STATE OF West Virginia

COUNTY OF Preston, TO-WIT:

I, John P. Boyle, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Mountaineer Contractors, Inc.; and,
2. I do hereby attest that Mountaineer Contractors, Inc.

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.

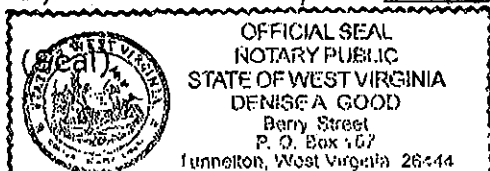
Mountaineer Contractors, Inc.
(Company Name)

By: [Signature]
Title: President

Date: November 16, 2010

Taken, subscribed and sworn to before me this 16 day of NOV, 2010.

By Commission expires June 27, 2011



[Signature]
(Notary Public)

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

RFQ No. DEP15176

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 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: Mountaineer Contractors, Inc.

Authorized Signature: *[Signature]* Date: 11-16-2010

State of West Virginia

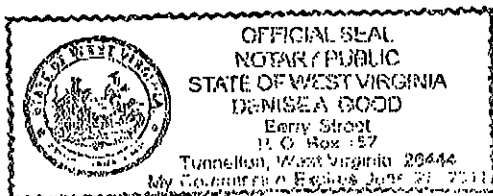
County of Preston to-wit:

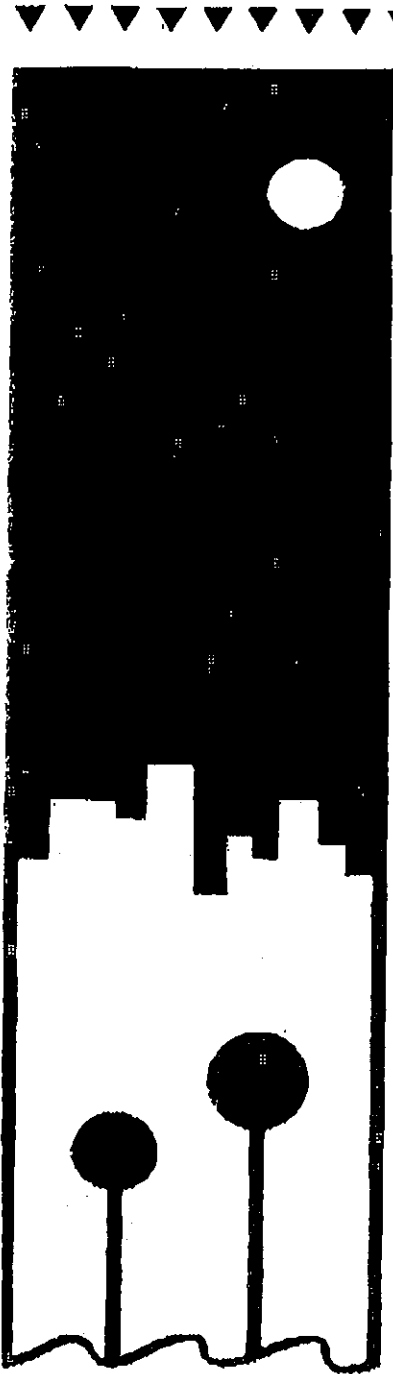
Taken, subscribed, and sworn to before me this 16 day of ^{November}~~December~~, 2010.

My Commission expires JUNE 27, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*





**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV001206

Classification:

GENERAL ENGINEERING

MOUNTAINEER CONTRACTORS INC
DBA MOUNTAINEER CONTRACTORS INC
PO BOX 606
KINGWOOD, WV 26537-0606

Date Issued

AUGUST 13, 2010

Expiration Date

AUGUST 13, 2011

[Signature]
Authorized Company Signature
Vice President - Operations

[Signature]
Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee, issued under provisions of West Virginia Code, Chapter 21, Article 11.



2009-Jun-12 19:49 WELLS FARGO INSURANCE SERVICES 3045987300

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
6/12/09

PRODUCER
Wells Fargo Ins. Services
of West Virginia, Inc.
1070 Van Voorhis Road, Ste 200
Martinsburg WV 26005-3402
(304) 698-5678

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.

INSURED
Mountaineer Contractors, Inc
Preston Contractors, Inc.
P.O. Box 808
Kingwood, WV 26037

COMPANIES AFFORDING COVERAGE	
COMPANY	A Brickstreet Mutual Ins. Co.
COMPANY	B
COMPANY	C
COMPANY	D

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	PARAOL LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC1003851E-00	6/09/09	6/09/10	<input checked="" type="checkbox"/> W/STAD. <input type="checkbox"/> D/W <input type="checkbox"/> YORY LIMITS <input type="checkbox"/> BR EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISABILITY-EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATION(S)/LOCATION(S)/VEHICLE(S)/SPECIAL PERMITS
Coverage Verification

PROOF OF COVERAGE

Proof of Coverage
DU000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
William Anderson

BUYER CB-23	REQ. OR PO NO. DEP15176
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>Buffalo Coal Company, Inc.</u>				
PERMIT NUMBER(S): <u>S-2004-02</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	\$250,000. 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>HAULROAD/ACCESS</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$108,350. ⁰⁰
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$1,315,000. ⁰⁰
5.0	240 ACRES	<u>REGRAIDING AND TOPSOILING</u>	\$2,900. ⁰⁰ PER ACRE	\$696,000. ⁰⁰
6.0		<u>REVEGETATION</u>		
6.1	240 ACRES	<u>AGRICULTURAL LIME</u>	\$300. ⁰⁰ PER ACRE	\$72,000. ⁰⁰
6.2	240 ACRES	<u>FERTILIZER</u>	\$400. ⁰⁰ PER ACRE	\$96,000. ⁰⁰
6.3	240 ACRES	<u>MULCH</u>	\$350. ⁰⁰ PER ACRE	\$84,000. ⁰⁰
6.4	240 ACRES	<u>VEGETATIVE SPECIES</u>	\$1,200. ⁰⁰ PER ACRE	\$288,000. ⁰⁰
7.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid for this permit)	LUMP SUM	\$206,885. ⁰⁰
8.0		<u>CONSTRUCTED WETLANDS</u>		
8.1	LUMP SUM	<u>UPGRADE POND 1</u>	LUMP SUM	\$21,000. ⁰⁰

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
8.2	LUMP SUM	<u>UPGRADE POND 2</u>	LUMP SUM	\$47,500. ⁰⁰
8.3	<u>22.0 ACRES</u>	<u>WETLAND CELL</u>	\$8700. ⁰⁰ PER ACRE	\$191,400. ⁰⁰
9.0		<u>RIP-RAP DITCH</u>		
9.1	<u>8,000 LF</u>	<u>TYPE 2 DITCH</u>	\$44. ⁰⁰ PER LF	\$352,000. ⁰⁰
9.2	<u>3,100 LF</u>	<u>TYPE 10 DITCH</u>	\$160. ⁰⁰ PER LF	\$496,000. ⁰⁰
10.0		<u>GROUTED RIP-RAP DITCH</u>		
10.1	<u>300 LF</u>	<u>TYPE 5 DITCH</u>	\$122. ⁰⁰ PER LF	\$36,600. ⁰⁰
10.2	<u>900 LF</u>	<u>TYPE 6 DITCH</u>	\$133. ⁰⁰ PER LF	\$119,700. ⁰⁰
10.3	<u>1,500 LF</u>	<u>TYPE 7 DITCH</u>	\$250. ⁰⁰ PER LF	\$375,000. ⁰⁰
10.4	LUMP SUM	<u>SPILLWAY A</u>	LUMP SUM	\$160,000. ⁰⁰
11.0	<u>NO BID ITEM</u>	<u>UTILITIES</u>	NO BID ITEM	
12.0	<u>8,000 LF</u>	<u>SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$5. ⁰⁰ PER LF	\$40,000. ⁰⁰
13.0		<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</u>		
13.1	<u>300 EA</u>	<u>SEDIMENT CONTROL SUMP</u>	\$140. ⁰⁰ PER EA	\$42,000. ⁰⁰

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
13.2		<u>ITEM DELETED FROM BID SCHEDULE</u>		
14.0	<u>3,200 LF</u>	<u>RE-ESTABLISH ACCESS ROAD</u>	<u>\$32.⁰⁰</u> PER LF	<u>\$102,400.⁰⁰</u>
15.0	<u>480 LF</u>	<u>20 INCH DIAMETER STEEL PIPE</u>	<u>\$78.⁵⁰</u> PER LF	<u>\$37,680.⁰⁰</u>
16.0		<u>ITEM DELETED FROM BID SCHEDULE</u>		
17.0	LUMP SUM	<u>SAMPLE, ANALYZE, AND DISPOSE OF MATERIALS</u>	LUMP SUM	<u>\$2,000.⁰⁰</u>
		<u>TOTAL PERMIT S-2004-02</u>		<u>\$5,140,515.⁵⁰</u>
<u>REVISED 10/13/10</u>				

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SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Buffalo Coal Company, Inc., Permit S-100-84, 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:

44. 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 # 20.0. If fuel and lubricants are to be stored on site, bid item # 19.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during construction activities and through the life of the warranty period. Sign cost is a No Bid Item and is included with mobilization cost. No work shall be authorized or allowed at the site until sign is constructed and erected on site and approved by DEP.
45. Stormwater management, as necessary, in the form as described, in the National Pollutant Discharge Elimination System, Water Pollution Control Permit Number WV0115924, existing sediment control ponds and in additional bid items # 28.0 & 29.0 shall be installed. Stormwater management, in the form described, shall be in place prior to any work within designated work areas.
46. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be completed according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
47. Construction stakeout as necessary to carry out work. (Bid Item # 23.0)
48. It shall be the contractor's responsibility to 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.
49. Sediment control sumps shall be constructed for storm-water management upon request of the DEP agent on site. (See details and specifications)

AREA B

50. Repair the diversion ditch in the area that has topped over and grade to ensure flow to the designed ditch on its western end.
51. Construct approximately 4,300 linear foot of Type 1 Ditch in the areas shown on the site plan.
52. Construct approximately 1,500 linear feet of Type 2 Ditch in the areas shown on the site plan.
53. Construct approximately 4,100 linear feet of Type 3 Ditch in the areas shown on the site plan.

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54. Construct approximately 2,100 linear feet of Type 4 Ditch in the areas shown on the site plan.
55. Construct approximately 2,100 linear feet of Type 6 Ditch in the areas shown on the site plan.
56. Note: Nearly all the ditches on this project will be constructed in the same areas as existing erosion gullies on site.
57. Eliminate the impounding capacity of the low area near the wood line by cutting and filling to produce a sheetflow drainage pattern.
58. Install Culvert 1 beneath access road. Culvert 1 shall consist of dual 50 foot long, 20 inch diameter good used steel pipe. Twenty (20) inch pipe shall have a minimum wall thickness of 0.250 inches. Culvert 1 shall have a minimum of one and a half feet of cover above top of culvert within the running width of the access road. Dual pipes shall have the same flowline elevation and be placed on a 3% slope.
59. Install Culvert 2 beneath access road. Culvert 2 shall be 50 feet long, 30 inch diameter good used steel pipe. Thirty (30) inch pipe shall have a minimum wall thickness of 0.312 inches. Culvert 1 shall have a minimum of one and a half feet of cover above top of culvert within the running width of the access road. Both Culvert 1 and Culvert 2 will have a rip-rap splash pad on its discharge end of each culvert, measuring 6 feet wide, 10 feet long, with a depth of 18 inches. Cost of Rip-Rap Splash Pads shall be incidental to and included in cost of Culvert 1 and Culvert 2.
60. NOTE: Sections of pipe less than the required total length shall be welded together.
61. Regrade and revegetate approximately 155 acres of deficient vegetation and disturbance in Area B to create a sheetflow drainage pattern toward existing ditches and the constructed ditches detailed above.

AREA C

62. Regrade and revegetate approximately 8 acres of deficient vegetation in Area C to create a sheetflow drainage pattern toward existing ditches.

AREA D

63. Gather up the existing cinder pile along the access road and encapsulate in soil type material. This work shall be incidental to and included in the cost of regrading.
64. Regrade and revegetate approximately 28 acres of deficient vegetation and in Area D to create a sheetflow drainage pattern toward existing ditches.

AREA E

65. Construct approximately 600 linear feet of Type 1 Ditch in the areas shown on the site plan.

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66. Repair diversion ditch berm in two areas that have failed to ensure water flow and proper function of the diversion.
67. Regrade and revegetate approximately 74 acres of deficient vegetation in Area E to create a sheetflow drainage pattern toward existing ditches.

AREA F

68. Sample, analyze, identify, and properly dispose of materials found in plastic buckets, metal drums, etc. This work shall be incidental to and included in the cost of sample, analyze and dispose of materials. Verification documentation of sampling, analysis, and proper disposal shall be required for payment.
69. Remove any and all debris from Area F. This shall include but is not limited to buildings, box trailers, tires, etc. Contractor must provide documentation of proper disposal. This work shall be incidental to and included in the cost of structure and debris removal.
70. Regrade and revegetate approximately 4 acres of deficient vegetation and disturbance, in the general area of the buildings, in Area F.

FOR ALL AREAS

71. Note: All stone used for ditches shall be limestone. Any concentrations of sandstone encountered during construction shall be blended with shale type material found on site. Sandstone material found on site must be removed from areas where it would be in contact with water.
72. Contractor shall provide and place up to 1,000 tons of crusher run and/or clean limestone for use on areas of access road, construction of stone check dams, and construction of rock filter outlets, with gradation and placement, as directed by the DEP agent on site.
73. Install 5,000 linear feet of silt fence and/or haybale dike for sediment control during and after reclamation. DEP agent on site shall determine where each type will be used.
74. Remove and properly dispose of all debris found on site. Contractor shall provide documentation of proper disposal.
75. Regrade and revegetate 269 acres of disturbance, this shall include all area of deficient vegetation. Note: In order to comply with stormwater management, stabilization measures shall be initiated as soon as practical in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has permanently ceased. Where the initiation of stabilization measures by the fourth day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as conditions allow.

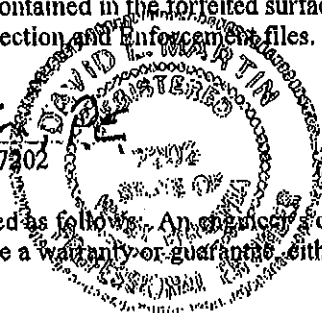
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Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g., the total time period that construction activity is temporarily halted is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the seventh day after construction activities have temporarily ceased. Areas where the seed has failed to germinate adequately (uniform perennial vegetative cover with a density of 70%) within 30 days after seeding and mulching must be reseeded immediately, or as soon as weather conditions allow.

I, David L. Martin, the undersigned, hereby certify¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.

David L. Martin
 Registered Professional Engineer WV No. 7302



Date: AUGUST 24, 2010

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.

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>Buffalo Coal Company, Inc.</u>				
PERMIT NUMBER(S): <u>S-100-84</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
18.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>110,000.⁰⁰</u>
19.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000.⁰⁰</u>
20.0	LUMP SUM	<u>HAULROAD/ACCESS</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>44,345.⁰⁰</u>
21.0	<u>269 ACRES</u>	<u>REGRAIDING AND TOPSOILING</u>	\$ <u>2,425.⁰⁰</u> PER AC	\$ <u>652,325.⁰⁰</u>
22.0		<u>REVEGETATION</u>		
22.1	<u>269 ACRES</u>	<u>AGRICULTURAL LIME</u>	\$ <u>300.⁰⁰</u> PER AC	\$ <u>80,700.⁰⁰</u>
22.2	<u>269 ACRES</u>	<u>FERTILIZER</u>	\$ <u>400.⁰⁰</u> PER AC	\$ <u>107,600.⁰⁰</u>
22.3	<u>269 ACRES</u>	<u>MULCH</u>	\$ <u>350.⁰⁰</u> PER AC	\$ <u>94,150.⁰⁰</u>
22.4	<u>269 ACRES</u>	<u>VEGETATIVE SPECIES</u>	\$ <u>1,200.⁰⁰</u> PER AC	\$ <u>322,800.⁰⁰</u>
23.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid for this permit)	LUMP SUM	\$ <u>100,000.⁰⁰</u>
24.0	LUMP SUM	<u>REPAIR DIVERSION DITCHES</u>	LUMP SUM	\$ <u>4,167.⁰⁰</u>
25.0		<u>RIP-RAP DITCH</u>		
25.1	<u>4,900 LF</u>	<u>TYPE 1 DITCH</u>	\$ <u>17.⁵⁰</u> PER LF	\$ <u>85,750.⁰⁰</u>

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
25.2	1,500 LF	<u>TYPE 2 DITCH</u>	\$ 44. ²⁵ PER LF	\$ 66,375. ⁰⁰
25.3	2,100 LF	<u>TYPE 4 DITCH</u>	\$ 60. ⁶⁵ PER LF	\$ 127,365. ⁰⁰
26.0		<u>GROUTED RIP-RAP DITCH</u>		
26.1	4,100 LF	<u>TYPE 3 DITCH</u>	\$ 75. ⁰⁰ PER LF	\$ 307,500. ⁰⁰
26.2	2,100 LF	<u>TYPE 6 DITCH</u>	\$ 135. ⁰⁰ PER LF	\$ 283,500. ⁰⁰
27.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
28.0	5,000 LF	<u>SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ 3. ⁵⁰ PER LF	\$ 17,500. ⁰⁰
29.0	300 EA	<u>SEDIMENT CONTROL SUMP</u>	\$ 137. ⁵⁰ PER EA	\$ 41,250. ⁰⁰
30.0		<u>ITEM DELETED FROM BID SCHEDULE</u>		
31.0	LUMP SUM	<u>SAMPLE, ANALYZE, AND DISPOSE OF MATERIALS</u>	LUMP SUM	\$ 7,500. ⁰⁰
32.0		<u>CULVERTS</u>		
32.1	150 LF	<u>20 INCH DIAMETER STEEL PIPE</u>	\$ 78. ⁷⁵ PER LF	\$ 11,812. ⁵⁰
32.2	100 LF	<u>30 INCH DIAMETER STEEL PIPE</u>	\$ 118. ⁵⁰ PER LF	\$ 11,850. ⁰⁰
33.0	1,000 TON	<u>CRUSHER RUN AND/OR CLEAN LIMESTONE</u>	\$ 21. ⁰⁰ PER TON	\$ 21,000. ⁰⁰
		<u>REVISED 10/13/10</u>		

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		TOTAL PERMIT <u>S-100-84</u>		\$ <u>2,498,484.⁵⁰</u>
		TOTAL PERMIT <u>S-2004-02</u>		\$ <u>5,140,515.⁵⁰</u>
		TOTAL PERMIT <u>S-100-84</u>		\$ <u>2,498,484.⁵⁰</u>
		TOTAL PERMITS <u>S-2004-02 and S-100-84</u>		\$ <u>7,639,000.⁰⁰</u>