

NOOR

\*604150016

PO BOX 218

KENNA WV

EAGLE EXCAVATION INC

25248

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

304-372-4378

## Request for

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN

304-558-2157

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

304-926-0499

DATE PRINTED TERMS OF SALE SHIP VIA FOB FREIGHT TERMS 02/10/2011 BID OPENING DATE: 04/14/2011 BID OPENING TIME 01:30PM CAT. QUANTITY UOP LINE ITEM NUMBER UNIT PRICE AMOUNT 0001 JB 962-73 1 RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 0.4-AC ABANDONED MINE PROJECT KNOWN AS THE "DRAWDY CIRCLE PORTALS" PROJECT, LOCATED NEAR DRAWDY, WEST VIRGINIA, (BOONE CO.). A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 03/17/11 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND TH MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF NO ONE PERSON MAY REPRESENT MORE THAN ONE ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY FAILURE TO PROVIDE YOUR COMPANY AND PRE-BID. REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE

TITLE

TELEPHONE

ADDRESS CHANGES TO BE NOTED ABOVE

55-0762759

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (治FP)

- 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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304-372-4378

## Request for

DEP15343

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

RFQ NUMBER

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

25304 304-926-0499

DATE PRINTED TERMS OF SALE SHIP VIA FOR **FREIGHT TERMS** 02/10/2011 BID OPENING DATE: 04/14/2011 **BID OPENING TIME** 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER. 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. DIRECTIONS TO PREBID: FROM CHARLESTON, TAKE RT. 64 EAST TO MARMET EXIT. MARMET, TAKE RT. 94 SOUTH TO RACINE. IN RACINE, TAKE TRAVEL 6.5 MILES TO SITE ON LEFT SIDE OF RT. 3 WEST. RT. 3. SITE IS APPROXIMATELY 0.1 MILES PAST DRAWDY CHURCH OF CHRIST. PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST., SE, CHARLESTON, WV 25304, PH. 304-926-0485 UPON PAYMENT OF \$10.00 NON-REFUNDABLE PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED. EXHIBIT 5 WEST VIRGINIA CODE 21-11D-5 PROVIDES THAT: ANY SOLICI-TATION 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 COMPLAINCE THE ENCLOSED DRUG-FREE WORKPLACE WITH THE BID. AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE ID, CHAPTER 21 OF THE WEST SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE

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Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston WV 25205 0100 Charleston, WV 25305-0130

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PRESIDENT

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TELEPHONE



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601 57TH STREET SE CHARLESTON, WV

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

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PO BOX 218

KENNA WV

EAGLE EXCAVATION INC

25248

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

304-372-4378

Request for Quotation

DEP15343

RFQ NUMBER

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

**ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE

25304

CHARLESTON, WV

304-926-0499

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 02/10/2011 BID OPENING DATE: 04/14/2011 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 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. "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. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN 2. WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF: THE COST FOR EACH CONTRACT ITEM USED DOES NOT Α. 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 THE PROJECT OR, THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE ADDRESS CHANGES TO BE NOTED ABOVE PRESIDENI



TITLE

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

## Request for Quotation

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PAGE 1 0

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601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

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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. 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.  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		EXHIBI	Т 7									·
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



TITLE

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

### Request for

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RFQ NUMBER DEP15343

ADDRESS CHANGES TO BE NOTED ABOVE

CHUCK BOWMAN 304-558-2157

ADDRESS CORRESPONDENCE TO ATTENTION OF

**\*604150016** 304-372-4378 EAGLE EXCAVATION INC PO BOX 218

KENNA WV 25248 **ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHT TERMS FOB 02/10/2011 BID OPENING DATE: 04/14/2011 **BID OPENING TIME** 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS. 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 FOR 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. REV. 3/88 EXHIBIT 9 NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA. THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM (1) 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. THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE



MODZEK

**\*604150016** 

PO BOX 218

KENNA WV

EAGLE EXCAVATION INC

25248

State of West Virginia
Department of Administration

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

304-372-4378

**DEP15343** 

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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

25304

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VENDOR

\*604150016

PO BOX 218

KENNA WV

EAGLE EXCAVATION INC

25248

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Pay 50102 Post Office Box 50130 Charleston, WV 25305-0130

304-372-4378

RFQ NUMBER **DEP15343** 

13

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

SH-P Ţ **ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

DATE PRIN	TED.	TER	MS OF SAL	.E	SHIP	VIA	F.C	).B.	FREIGH	TTERMS
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\*604150016

PO BOX 218

KENNA WV

EAGLE EXCAVATION INC

25248

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

304-372-4378

# Request for Quotation

RFQ NUMBER **DEP15343** 

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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

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# Drawdy Circle Portals DEP15343

**Contractor's Bid Sheet** 

Company Name: EAGLE EXCAVATION INC	1
Address: P.O. BOX 218	
KENNA, N.V. 25248	

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

ITEM NO.	OLIANITITA	DESCRIPTION	YD IVW DD IOE	AN COXID III
NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0		MOBILIZATION (LIMTED TO 10% OF TOTAL BID)	Ls	\$ 4,00000
2.0	Lump Sum	CONSTRUCTION LAYOUT (LIMITED TO 5% TOTAL BID)	<u> </u>	\$ 2,000 =
3.0	Lump Sum	QUALITY CONTROL (LIMITED TO 3% OF TOTAL BID)	25 25.	\$ 1.200 00
4.0		SITE PREPARATION (LIMITED TO 10% OF TOTAL BID)	2.5	\$ 4,0000
5.0		SEDIMENT CONTROL BARRIER	·50¢	\$ - <b>5</b> 0型
6.0		REVEGETATION	L.S.	\$ 1.00000
7.1		18" HDPE PIPE	1599	\$ 1.500 =
7.2		DROP INLET	3639 9	\$ 3639 9
7.3		ROCK SLOPE PROTECTION	Z.S.	IS '/∧∧ 99
7.4	3 <b>Ea</b> .	SPLASH PADS	1000	8 30 m
9.0	25 TONS	1-1/2" CRUSHER RUN STONE	22 99	I\$ .55∆≈
10.0	3 Ea.	WET MINE SEAL	8,00000	\$ 24,000 00
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OMB #1029-0119 Expiration Date: 1/31/13

### AML CONTRACTOR INFORMATION FORM

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

Part A: General Information

DI ST FALLS FACABLE AT SOME DE TOUT CE-ATION	~~ <u>^</u>
Business Name: <u>EAGLE EXCAVATION INC.</u> Tax Payer ID No.: <u>55-07627</u> Address: <u>P.D. Box 218</u>	
City: KENNIA State: M/1/ Zin Code: 25248 Phone: 372-4378	;
Address: P. D. Box 218  City: KENNA State: WV Zip Code: 25248 Phone: 372-4378  Fax No.: 394 372-4378 E-mail address: Address:	
Part B: Legal Structure	
(V) Corporation ( ) Sole Proprietorship ( ) Partnership ( ) LLC ( ) Other (please specify)	
Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below	٧.
I, MEIKE D, FRESHOUR, have the express authority to certify that:  (print name)	
Information on the <b>attached</b> Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-date. If you select this option, you <b>must</b> attach an Entito OFT from AVS to this form. Sign and date below and do <u>not</u> complete Part D.	ty
2Part of the information on the <b>attached</b> Entity OFT from AVS is missing or incorre and must be updated. If you select this option, you <b>must</b> attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.	ct
Our business currently has no information in AVS. If you select this option, you mu provide all information required in Part D. Sign and date below and complete Part D.	
4-14-11 Neile DFreshow PRESIDEN	7
Date Signature Title	

IMPORTANT! In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or from the AVS website at https://avss.osmre.gov.

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Applicant Violator System

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Welcome Linda Keene

**Entity Page** 

PERMIT

**APPLICATION** 

ENTITY

HOME

VIOLATION

MAINTENANCE

Lock OFT

Entity OFT

Delete Entity

Evaluate

Update Entity New Entity Entity Number 150896 Back to Search

Eagle Excavation Inc **Entity Name** \* First Name

Middle Name

550762758 Tax ID Alias

AML CONTRACTOR Memo

7/18/2001 3/29/2002 Updated Created

avsky019 Source

Relationships Business EntityType

Addresses

Applications

Comments

Permits

Sub-Entity

Parent Entity

New Relationship

Description Ownership

End Date

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Director

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		Showing 1-5 of 5			



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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

DEP15343

CHUCK BOWMAN 304-558-2157

ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

\*604150016 304-372-4378 EAGLE EXCAVATION INC PO BOX 218

KENNA WV 25248 **ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 304-926-0499 25304

TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS DATE PRINTED 04/04/2011 BID OPENING DATE: 04/14/2011 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM ISSUED FOR THE DRAWDY CIRCLE PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND SPECIFICATION REVISIONS RESULTING FROM THE 03/17/11 MANDATORY PRE-BID MEETING. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/14/11 AT 1:30 PM. \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* NO OTHER CHANGES |\*\*\*\*\*\*\*\*\*\*\* 962-73 0001 JΒ RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THIS IS THE END OF REQ DEP15343 \*\*\*\*\* TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE nes TITLE

Agency	_
REQ.P.O# <u>DEP15343</u>	_

### **BID BOND**

	KNOW ALL MEN BY THESE	E PRESENTS, That	we, the undersigned, Ea	agle Exca	/ation, Inc.		
of	Kenna .	WV	, as Pri	ncipal, and	United Sta	tes Surety Compan	у
of	Timonium,	MD				er the laws of the Stat	
	MD with its principal of	fice in the City of	Timonium	as Surety,	are held and	i firmly bound unto the	State
of Wes	st Virginia, as Obligee, in the pe	enal sum of Five Pe	ercent of Amount Bid	(\$_	5%	) for the payment o	of which,
well an	nd truly to be made, we jointly a	ind severally bind ou	irselves, our heirs, admir	nistrators, e	xecutors, suc	ccessors and assigns.	
	The Condition of the above						
Depart	tment of Administration a certain	n bid or proposal, at	lached hereto and made	a part here	of, to enter i	nto a contract in writin	g for
DEP'	15343 Drawdy (Circle) Port	als Boone County	- According to Plans	and Spec	ifications		
	NOW THEREFORE,						
agreer	(a) If said bid shall be rejective (b) If said bid shall be accessed and shall furnish any other bornent created by the acceptance and effect. It is expressly under the penal amount of this obligation.	pted and the Principa nds and insurance re e of said bid, then thi rstood and agreed th	equired by the bid or prop is obligation shall be null nat the liability of the Sure	oosal, and s and void. c	shall in all oth otherwise this	ner respects perform to s obligation shall rema	ne in in full
way im waive	The Surety, for the value reconpaired or affected by any extendice of any such extension.	nsion of the lime with	nin which the Obligee ma	ay accept si	uch big, and	said Surety does here	ю
	IN WITNESS WHEREOF, P						orations
have c	aused their corporate seals to	be affixed hereunto	and these presents to be	signed by	their proper	officers, this	
14tl							
Princip	oal Corporate Seai		•	Eagle Exc	Peike.	e of Principal)  Let Are Show the President or President)	
				Meike D. I		President (Title)	
Surety	Corporate Seal			United Sta	ates Surety (Nam	Company e of Surely)	
			Kimberly J	By Ku . Wilkinson	SUN LYC WV Reside	ht Agent Attorney-in	n-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, and a power of attorney must be attached.



AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

### Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson

its true and lawful Attorney	y(s)-in-fact, each in their	separate capacity if more	than one is named abor	ve, with full pov	ver and authority
hereby conferred in its nam	ie, place and stead, to ex	ecute, acknowledge and de	liver any and all bond	ls, recognizance	s, undertakings
or other instruments or	contracts of suretyship	to include riders, amen	dments, and consents	of surety, prov	iding the bond
penalty does not exceed		*********Unlimited******		Dollars (\$	*unlimited*** ).

This Power of Attorney shall expire without further action on September 27, 2013. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of January, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Cor<u>pora</u>te <del>Sc</del>als

INCORPORATED State of California



Daniel P. Aguilar, Vice Président

County of Los Angeles

SS:

On this 4th day of January, 2011, before me, Jennifer Ceron, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. JENNIFER CERON

Signature

(Seal)

Los Angeles County My Comm. Expires Sep 27, 2013

Commission # 1866484 Notary Public - California

I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this

Comorate Seals

Bond No. 12116 Agency No







Jeannie J. Kim, Assistant Secretary



Kan't Kopy® K1 Security Paper

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   Artificial Watermark
   Anti-Copy Coin Rub
   Erasure Protection
   Security Features Box
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   Artificial Watermark
   Anti-Copy Coin Rub
   Frasure Protection
   Security Features Box
   Microprint Protection
   Acid Free

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Kan't Kopy<sup>®</sup> K1 Security Paper

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   Color Match
   Artificial Watermark
   Anti-Copy Coin Rub
   Erasure Protection
   Security Features Box
   Micropint Protection
   Acid Free



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

STATE OF WV
COUNTY OF JACKSON, TO-WIT:
I, DENNIS OF THE SHOWERTER being first duly sworn, depose and state as follows:
1. I am an employee of Engle EXAVATION INC ; and, (Company Name)
2. I do hereby attest that Eagle Excavation Ivc. (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D-5.
The above statements are sworn to under the penalty of perjury.
EAGLE EXCAVATION INC. (Company Name)
By: Dennis George Freshor
Title: FIEID MANAGER
Date: 3-11-2011
Taken, subscribed and sworn to before me this day of
By Commission expires 1, 2018
OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA BRITTANY S. ATKINS Poca Valley Bank P. O. Box 13456 Sissonville, West Virginia 25320
My Commission Expires July 21, 2018  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.

Rev March 2009

RFQ No.	
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## STATE OF WEST VIRGINIA Purchasing Division

### **PURCHASING AFFIDAVIT**

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

### **DEFINITIONS:**

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE
Vendor's Name: FAGLE EXCAUATION INC.
Authorized Signature: Dennis Levy Trestory Date: 3-11-2011
State of
County of JACKSOM, to-wit:
Taken, subscribed, and sworn to before me this 11 day of
My Commission expires \\ \( \text{21} \) \\ \( \text{2018} \)
AFFIX SEAL HERE  OFFICIAL SEAL  NOTARY PUBLIC  STATE OF WEST VIRGINIA  BRITTANY S. ATKINS

Sissonville, West Virginia 25320 Commission Expires July 21, 2018