



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

Request for Quotation

LO-MING

RFQ NUMBER
DEP15346

PAGE
1

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

*709045227 304-925-0253
GREEN MOUNTAIN COMPANY
511 50TH STREET
CHARLESTON WV 25304

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/20/2011				

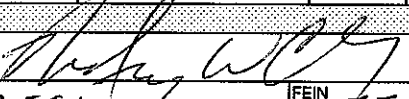
BID OPENING DATE: 06/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		# 657,000
RECLAMATION: RESTORATION OF LAND						
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 VENDORS TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF LO-MING COAL CORPORATION UNDER REVOKED PERMIT NUMBER(S)U-5049-87 ON A SITE OF APPROXIMATELY 8 ACRES LOCATED NEAR SARAH ANN, WEST VIRGINIA, (LOGAN CO.).						
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.						
A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 05/04/2011 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFOR						

RECEIVED

2011 JUN 14 AM 11:33

WV PURCHASING
15346

SIGNATURE 		SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE PRESIDENT	FEIN 55-0580174	TELEPHONE 304-925-0253	DATE 06/08/11
ADDRESS CHANGES TO BE NOTED ABOVE			

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>MATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: FROM CHARLESTON, WV, TRAVEL SOUTH ON RT 119 TOWARD LOGAN, WV. EXIT RT 119 AT EXIT 73 AND TRAVEL THROUGH 3 STOP LIGHTS. AT 4TH LIGHT, GO STRAIGHT ONTO RT 44. TRAVEL 13.2 MILES, THROUGH TOWN OF SARAH ANN AND TURN RIGHT ACROSS ISLAND CREEK ONTO MINE SITE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG FREE WORK PLACE AFFIDAVIT MUST BE SIGNED & SUBMITTED WITH THE BID AS EVIDENCE OF</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Signature]</i>			TELEPHONE 304-925-0253		DATE 06/08/11	
TITLE PRESIDENT		FEIN 55-0580174		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WV CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR LOGAN COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Chuck Bowman</i>				TELEPHONE 304-925-0253		DATE 06/08/11
TITLE PRESIDENT		FEIN 55-0580174		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>(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.</p> <p>() 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.</p> <p>(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.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
		304-925-0253		06/08/11		
TITLE		FAX		ADDRESS CHANGES TO BE NOTED ABOVE		
PRESIDENT		55-0580174				

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<p>LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: ...<i>GREEN MOUNTAIN COMPANY</i>...</p> <p>CONTRACTORS LICENSE NO.: ...<i>WV 002057</i>.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-925-0253	DATE 06/08/11
TITLE <i>PRESIDENT</i>	FEIN 55-0580174	ADDRESS CHANGES TO BE NOTED ABOVE

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WITHOUT FURTHER ORDER.						
PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS						
1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,						
A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.						
B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.						
C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.						
2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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<p>WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU</p>						
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<i>[Signature]</i>		304-925-0253		06/08/11		
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BID OPENING DATE: 06/01/2011		BID OPENING TIME 01:30PM				
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<p>GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Anthony VCL</i>			TELEPHONE 304-925-0253		DATE 06/08/11	
TITLE PRESIDENT		FEIN 55-0580174		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

DEP15346

PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN
304-558-2157

*709045227 304-925-0253

GREEN MOUNTAIN COMPANY
511 50TH STREET

CHARLESTON WV 25304

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/20/2011				

BID OPENING DATE: 06/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:						
(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.						
(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.						
(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.						
REV. 11/96						
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-925-0253	06/08/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0580174	

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



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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
04/20/2011						
BID OPENING DATE: 06/01/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NOS.:						
NO. 1	✓		06-08-11		
NO. 2	✓		06-14-11		
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.						
..... GREEN MOUNTAIN COMPANY					SIGNATURE	
..... 06/08/11					DATE	
REV. 11/96					06/14/11	
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
.....		304-925-0253		06/08/11		
TITLE		FERN		ADDRESS CHANGES TO BE NOTED ABOVE		
PRESIDENT		55-0580174				

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



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

Request for Quotation

RFQ NUMBER

DEP15346

PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN
304-558-2157

*709045227 304-925-0253
GREEN MOUNTAIN COMPANY
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CHARLESTON WV 25304

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OFFICE OF SPECIAL RECLAMATION
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CHARLESTON, WV
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/20/2011				

BID OPENING DATE:

06/01/2011

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.: DEP15346						
BID OPENING DATE: 06/01/2011						
BID OPENING TIME: 1:30 P.M.						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----304-925-9230-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
-----Rodney Wclay-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Rodney Wclay</i>	304-925-0253	06/08/11
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0580174	

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

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

BUYER CB-23	PAGE	REQ. OR PO NO. DEP 15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

Lo-Ming Coal Corp.
U-5049-87

DRIVING DIRECTIONS

From Charleston, WV travel south on Rt. 119 toward Logan, WV. Exit Rt. 119 at Exit 73 and travel through 3 traffic lights. At the 4th traffic light, the intersection of SR 44 and SR 10, travel straight ahead onto Rt. 44. Travel 13.2 miles, thru town of Sarah Ann, and turn right across Island Creek onto mine site.

OFFICE OF SPECIAL RECLAMATION	
DIRECTIONS TO SITE	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23	REQ. OR PO NO. DEP15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a
REV. 5-26-09
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Lo-Ming Coal Corporation, Permit U-5049-87, and any disturbance associated with such operation. The General Performance Standards shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with Bid Item #3.0. If fuel and lubricants are to be stored on site, Bid Item #2.0 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 the construction activities and through the life of the warranty period. Sign cost is No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management (sediment control) will be maintained by utilizing the existing ponds and ditches on site. Approximately 1400 linear feet of silt fence/haybale dikes and stakes will be made available to use on site as needed and /or as directed by onsite WVDEP personnel (Bid Item #9.0). See the attached plans and /or specifications.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all mine portal areas. Regrading (including topsoiling) is required for all areas (Bid Item #5.0). Revegetation and soil improvements are required for all areas (Bid Item #6.0). Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work (Bid Item #7.0). An onsite survey detailing existing conditions will be conducted and submitted for WVDEP review prior to construction. The survey will show the existing profile and elevations from the lower mine portals and continuing throughout the current pond / drainage system to final discharge to the natural stream. The existing excess spoil stockpile will also be surveyed to determine accurate quantity of material on site. In addition, a final construction survey will be required for Trapezoidal Channel B and pond / spillway verifying that they have been constructed to the required critical elevations and that the constructed system will function as required. These final surveys will be submitted to WVDEP and approved prior to invoicing for the respective bid items.
5. 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. **NOTE: There are existing power lines and gas lines in the area.
6. Construct / install eight (8) non-acid producing wet mine seals. Four (4) seals will be located on the upper mine bench as per the standard WVDEP / OSR design. Four (4) seals will also be constructed on the lower mine level. The lower level seals will have two (2) mine seal drainage pipes in each seal. The lower level seals will also have non-perforated breather pipes installed. All seals will be constructed such that drainage / breather pipes daylight at the surface of the backfilled and regraded mine site. Cost of all materials to construct the mine seals and breather pipes and extra pipes will be inclusive to the

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WV-36a STATE OF WEST VIRGINIA
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VENDOR:

total seal cost (Bid Items #10.1 and 10.2). See the attached plans and/or specifications.

7. Construct a sandstone rock toe buttress / drainage blanket at the mine portal site. There are NO APPROVED AREAS for quarrying on this project. Cost of all stone, engineering fabric and other materials necessary for construction will be inclusive to rock toe/ buttress/drainage blanket cost (Bid Item #10.3). See the attached plans and / or specifications.
8. Backfill the existing mine faceup area to a final tracked and graded two horizontal to one vertical slope (2H:1V) (Bid Item #4.0). **NOTE: There is existing spoil stored on site. The spoil storage area will be graded to drain toward the existing ponds #1, 2 and 3 at a 1-2% slope after all necessary material is removed. See the attached plans and / or specifications.
9. Construct approximately four hundred (400) LF of grouted sandstone riprap V-Ditch A. Approximately 300 LF will collect mine water from the upper mine seal discharge pipes along the upper bench and then convey the water into the 100 LF downslope portion into Trapezoidal Channel B. Both the horizontal and downslope sections of V-ditch A will be grouted to the intersection with Trapezoidal Channel B. Cost of stone and grout will be inclusive to V-Ditch A (Bid Item #13.0). See the attached plans and /or specifications.
10. Construct approximately three hundred fifty (350) LF of sandstone riprap Trapezoidal Channel B to collect and convey water from the lower mine seals discharges and V-Ditch A to Pond 4. Note that the elevation/slope of Channel B at the seal outlet pipes is critical and excavation into existing rock pavement may be required. All costs will be inclusive to Trapezoidal Channel B (Bid Item #12.0). See the attached plans and / or specifications.
11. Reconstruct / cleanout existing on-site Pond 4. Pond 4 will be utilized to facilitate and control stormwater runoff and provide sediment control for the backfilling and reclamation operation. It will also serve to collect and convey mine discharges to Right Fork Island Creek. The existing 12" PVC pipe from Pond 4 to Sump X will be removed. The open spillway will be lowered to the elevation shown on the plans and grouted riprap added to convey overflow to Right Fork. All vegetative debris, rock, etc. will be removed from the stream (Right Fork) along the pond embankment from the 6-foot culvert to Island Creek to provide for unobstructed flows past the pond. The pond will be cleaned to an elevation 5 feet below the spillway (or to bedrock). The pond embankment along Island Creek will not be disturbed. Damage or leakage to the berm along Island Creek will be repaired at the Contractor's expense. All exposed refuse in the embankments shall be covered with soil material. Cost of the grouted spillway and pipe removal will be inclusive to the Pond 4 reconstruction work (Bid Item #8.1). See the attached plans and / or specifications.
12. Construct approximately six hundred eighty (680) LF of grass lined V-Ditch D around the perimeter of the Shop Area #1/ existing spoil storage site at the toe of the existing hillside upon completion of the project. V-Ditch D will convey surface water runoff to the natural stream downstream of Pond 1 (Bid Item #11.0). See attached plans and / or specifications.
13. Eliminate Pond 5 by infilling and grading into the existing slope. Pond 5 must be dewatered by pumping prior to infilling. Pumped water will be monitored to have a pH greater than 6.0 at all times.

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

- Construct new sandstone rip-rapped trapezoidal Channel 5 to connect from the existing grass lined channel #2 to the natural stream channel. Cost of dewatering / pumping / regrading/channel construction will be inclusive to Pond 5 elimination (Bid Item #8.2). See the attached plans and / or specifications.
14. Eliminate Pond 6 by infilling and grading into the existing slope. Pond 6 must be dewatered by pumping prior to infilling. Pumped water will be monitored to have a pH greater than 6.0 at all times. Construct new sandstone rip-rapped trapezoidal Channel 6 to connect from the existing grass lined channel #1 to the natural stream channel. Cost of dewatering / pumping / regrading/channel construction will inclusive to Pond 6 elimination (Bid Item #8.3). See the attached plans and / or specifications.
 15. Excavate and remove oil contaminated soils at Old Shop Area #2 to a depth of three (3) feet. Area excavated will be determined by the extent of the oil spill and by onsite inspection with WVDEP personnel. Contaminated material will be blended with backfill materials and evenly distributed in the upper mine face up backfill area. Excavated area will be refilled with material from the existing Excess Spoil Storage Area, as needed. All Shop Area #2 reclamation work will be paid under the Regrade/Topsoil Bid Item #5.0. See the attached plans and / or specifications.
 16. A total of six hundred fifty (650) LF of access road will be constructed / restored across the finished regraded site, per the attached plan. Cost of grading work, stone, engineering fabric and other materials will be inclusive to Restore/Construct Access Roads (Bid Item #14.0). Continual all-weather access through the site during construction will be required to allow adjacent property owners access. The existing gate at the back end of the lower project area will be protected to provide continuous security to the adjacent properties. See the attached plans and / or specifications.
 17. Remove all junk and debris from the project area, particularly at both shop sites, and dispose of in an approved manner. Items may include old tires, scrap metal, wood, concrete (concrete free of steel or other metal may be utilized in backfill areas), wire, abandoned utility poles and other trash items. Documentation of approved disposal will be required with invoicing (Bid Item #15.0).
 18. Install approximately two hundred (200) LF of fencing and gates around the site to provide limited access and security to the facilities (Bid Item #16.0). See the attached plans and / or specifications.
 19. Prior to site completion, all disturbed roadways will be graded and drained and left in usable condition. The existing stream crossing to the main portal / backfill reclamation area will remain in place. All vegetative debris, rock, etc. will be removed from the stream areas upstream of the 6-foot culvert to provide for unobstructed flows into the culvert. The stream crossing to Ponds 5 & 6 will be removed when all work is completed in that area and the stream regraded to match the upstream and downstream configuration after culvert removal. Cost of all above grading work will be paid under the Regrade/Topsoil Bid Item #5.0. See the attached plans and / or specifications.
 20. Regrade and topsoil (per Bid Item #5.0) and revegetate (per Bid Item #6.0) approximately 8.0 acres to include backfill areas, old shop areas, pond reconstruction areas and all other site disturbances related to the project according to the attached specifications.

BUYER CB-23	REQ. OR PO NO. DEP15346
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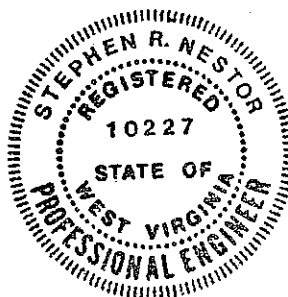
WV-36a
REV. 5-26-09
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

CERTIFICATION

LO-MING COAL CORPORATION
PERMIT U-5049-87

I, Stephen R. Nestor, 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.



Stephen R. Nestor
Registered Professional Engineer WV No. 10227

SEAL

Date: 1/19/11

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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WV-36a
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VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>Lo-Ming Coal Corporation</u>				
PERMIT NUMBER(S): <u>U-5049-87</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</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>10,000</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>500</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>2,500</u>
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>14,730</u>
5.0	<u>8.0</u> AC	<u>REGRAIDING/TOPSOILING</u>	\$ <u>400</u> PER AC	\$ <u>3,200</u>
6.0		<u>REVEGETATION</u>		
6.1	<u>8.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>100</u> PER AC	\$ <u>800</u>
6.2	<u>8.0</u> AC	<u>FERTILIZER</u>	\$ <u>650</u> PER AC	\$ <u>5,200</u>
6.3	<u>8.0</u> AC	<u>MULCH</u>	\$ <u>650</u> PER AC	\$ <u>5,200</u>
6.4	<u>8.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>650</u> PER AC	\$ <u>5,200</u>
7.0		<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)		
7.1	LUMP SUM	<u>INITIAL SURVEY AND STAKEOUT</u>	LUMP SUM	\$ <u>3,000</u>
7.2	LUMP SUM	<u>FINAL SURVEY AND ELEVATIONS</u>	LUMP SUM	\$ <u>3,000</u>

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PURCHASING CONTINUATION SHEET

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
8.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
8.1	LUMP SUM	<u>RECONSTRUCT POND NO. 4</u>	LUMP SUM	\$ <u>11,000</u>
8.2	LUMP SUM	<u>REMOVE / REGRADE POND 5, ADD CHANNEL 5</u>	LUMP SUM	\$ <u>5,000</u>
8.3	LUMP SUM	<u>REMOVE / REGRADE POND 6, ADD CHANNEL 6</u>	LUMP SUM	\$ <u>7,000</u>
9.0	<u>1400</u> LF	<u>STORMWATER MANAGEMENT (Silt Fence /Haybale Dike)</u> (Max. Bid \$5.00 Per LF)	\$ <u>1</u> PER LF	\$ <u>1,400</u>
10.0		<u>WET MINE SEALS</u>		
10.1	<u>4</u> EA	<u>UPPER MINE SEALS</u>	\$ <u>7000</u> PER EA	\$ <u>28,000</u>
10.2	<u>4</u> EA	<u>LOWER MINE SEALS</u>	\$ <u>5000</u> PER EA	\$ <u>20,000</u>
10.3	LUMP SUM	<u>ROCK TOE BUTTRESS / DRAINAGE BLANKET</u>	LUMP SUM	\$ <u>344,640</u>
11.0	<u>680</u> LF	<u>GRASS LINED V-DITCH "D"</u>	\$ <u>6</u> PER LF	\$ <u>4,080</u>
12.0	<u>350</u> LF	<u>RIP-RAP TRAPEZOIDAL CHANNEL "B"</u>	\$ <u>45</u> PER LF	\$ <u>15,750</u>
13.0	<u>400</u> LF	<u>GROUTED RIP-RAP V- DITCH "A"</u>	\$ <u>56</u> PER LF	\$ <u>22,400</u>
14.0	<u>650</u> LF	<u>RESTORE / CONSTRUCT ACCESS ROADS</u>	\$ <u>20</u> PER LF	\$ <u>13,000</u>
15.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>2,000</u>
16.0	<u>200</u> LF	<u>FENCING</u>	\$ <u>12</u> PER LF	\$ <u>2,400</u>
		PERMIT TOTAL		\$ <u>657,000</u>



State of West Virginia
Department of Administration
Purchasing Division
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RFO NUMBER

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1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

Green Mountain Company
511 50th Street
Charleston, WV 25304

ENVIRONMENTAL PROTECTION

DEPT. OF

OFFICE OF SPECIAL RECLAMATION

601 57TH STREET SE

CHARLESTON, WV

25304

304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
05/23/2011						
BID OPENING DATE: 06/08/2011		BID OPENING TIME 01:30 PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE LO-MING COAL CORP. PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 05/04/11.						
BID OPENING DATE AND TIME HAVE BEEN EXTENDED FROM 06/01/11 TO 06/08/11 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP15346 ***** TOTAL:						\$ 657,000
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Signature]</i>			TELEPHONE 304-925-0253		DATE 06/08/11	
TITLE PRESIDENT		FEIN 55-0580174		ADDRESS CHANGES TO BE NOTED ABOVE		

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Lo-Ming Coal Corp
Permit No: U-5049-87
Requisition Number: DEP 15346

QUESTIONS AND ANSWERS AT PRE-BID

- Q. The buttress doesn't go up to second mines?
A. Buttress covers only lower deep mine. Remainder of backfill is from the spoil pile
- Q. Is there no approved on-site borrow are for rock?
A. We would rather you not go off permit area and generate borrow areas, blast too close to road, etc. Prefer to have the quality stone which we want.
- Q. This needs to be commercial stone?
A. Yes.
- Q. How much water is backed up now? How deep is the mine?
A. A lot of water. Detailed mine info isn't available.

NOTE: In answer to the question about the existing mine pool, evaluation based on limited information indicates that the greater portion of the existing pool dips away from the portals at the worksite. A small localized pool does appear to exist laying just in behind the portal area. This area appears to be no more than approximately 10 breaks in at maximum extent. Historical sampling information indicates that the mine site produces no measurable discharge during summer and fall months.

- Q. Is the water good?
A. Good now, but gets iron off the roof, so needs to stay off roof, need to monitor constantly.

Comment: Road is to remain open throughout project.



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

DEP15346

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN

304-558-2157

*709045227 304-925-0253

GREEN MOUNTAIN COMPANY
511 50TH STREET

CHARLESTON WV 25304

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/01/2011				

BID OPENING DATE:

06/14/2011

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO.2 *****						
ADDENDUM ISSUED FOR THE LO-MING COAL CORP. PROJECT TO DISTRIBUTE THE FOLLOWING CLARIFICATION OF BID ITEMS 10.1-UPPER MINE SEALS AND 10.2-LOWER MINE SEALS AS DETERMINED NECESSARY BY THE AGENCY.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 06/08/2011 TO 06/14/2011 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP15346 ***** TOTAL: \$ 657,000						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-925-0253	06/14/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0580174	

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- 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.

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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).

Addendum #2
DEP15346
Lo Ming Coal Corp.
Permit No. U-5049-87

10.1

On sheet number 28 under "Piping – Upper Seals" it currently reads:

"Drain pipe for the upper bulkhead seals will consist of one (1) perforated 12-inch PVC Schedule 40 pipe, extending to within one-foot (1') of the outer edge of the stone bulkhead and non-perforated 12-inch HDPE DR-17 pipe extending to the edge of the compacted earthen cover. The pipes will be fitted with perforated tees with animal guards and fitted with steel plates on the in-by side."

This needs to be changed to:

"Drain pipe for the upper bulkhead seals will consist of one (1) perforated 12-inch PVC Schedule 40 pipe, extending to within one-foot (1') of the outer edge of the stone bulkhead and non-perforated 12-inch PVC Schedule 40 pipe extending to the edge of the compacted earthen cover. The pipes will be fitted with perforated tees with animal guards and fitted with steel plates on the in-by side."

10.2

Also on sheet 28 under "Piping – Lower Seals" it currently reads:

"Drain pipe for the lower bulkhead seals will consist of two (2) perforated 12-inch PVC Schedule 40 pipes, extending to within one-foot (1') of the outer edge of the stone bulkhead and non-perforated 12-inch HDPE DR-17 pipe extending to the edge of the Rock Toe Buttress. The pipes will be fitted with perforated tees with animal guards and fitted with steel plates on the in-by side."

This needs to be changed to read:

"Drain pipe for the lower bulkhead seals will consist of two (2) perforated 12-inch PVC Schedule 40 pipes, extending to within one-foot (1') of the outer edge of the stone bulkhead and non-perforated 12-inch PVC Schedule 40 pipe extending to the edge of the Rock Toe Buttress. The pipes will be fitted with perforated tees with animal guards and fitted with steel plates on the in-by side."

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Green Mountain Company
of 511 50th Street, Charleston WV 25304, as Principal, and Ohio Farmers Insurance Company
of One Park Circle Westfield Center OH, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DEP15346, Lo-Ming Coal Corp in Logan County WV, according to plans and specifications.

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
2nd day of May, 2011.

Principal Corporate Seal

Green Mountain Company
(Name of Principal)

By Rodney W. Clay
(Must be President or
Vice President)

President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)

Ross E. Johnson Attorney-in-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.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4751892 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ROSS E. JOHNSON, H. RANDOLPH NEVILLE, PATRICK B. KEE, SHEILA D. MCCORMICK, JOINTLY OR SEVERALLY

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

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

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 25th day of AUGUST A.D., 2008.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By:
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 25th day of AUGUST A.D., 2008, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

William J. Kahelin

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

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of May A.D., 2011.



Frank A. Carrino
Frank A. Carrino, Secretary



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

STATE OF West Virginia

COUNTY Of Kanawha, TO-WIT:

I, Rodney W. Clay, after being first duly sworn, depose and state as follows:

1. I am an employee of Green Mountain Company; and,
 (Company Name)
2. I do hereby attest that Green Mountain Company
 (Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with ***West Virginia Code §21-1D-5***.

The above statements are sworn to under the penalty of perjury.

Green Mountain Company
 (Company name)

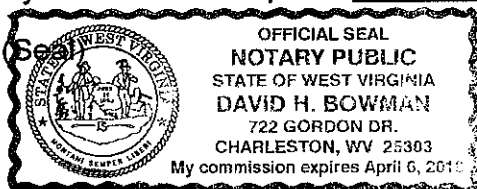
By: [Signature]

Title: President

Date: 06/14/11

Taken, subscribed and sworn to before me this 14th day of June, 2011

By Commission expires April 6, 2019



[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.

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Green Mountain Company

Authorized Signature: [Signature] Date: 06/14/11

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 14th day of June, 2011

My Commission expires April 6, 2019

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature: David H. Bowman]

