



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
DEP15363

PAGE
1

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

VENDOR

*311144600 304-732-8303
 PINEVILLE PAVING & EXCAVATING
 PO BOX 1290
 RT 10 SOUTH
 PINEVILLE WV 24874

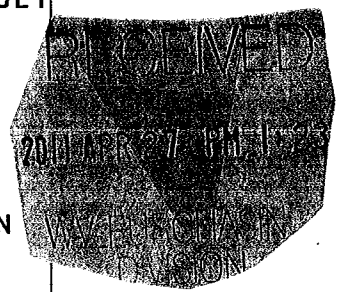
SHIP TO

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

DATE PRINTED 02/24/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 04/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>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 10-ACRE ABANDONED MINE PROJECT KNOWN AS THE "MULLENS PORTALS" PROJECT LOCATED AT MULLENS, WEST VIRGINIA, (WYOMING CO.).</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 03/22/11 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND TH MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN</p>						



SIGNATURE <i>Kevin O. Dwyer</i>				TELEPHONE 304-732-8303		DATE 4/27/11	
TITLE VP		FEIN 550709824		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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VENDOR

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<p>ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL 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 PREBID: FROM BECKLEY I-77, TAKE EXIT 42 TOWARDS SOPHIA. FOLLOW WV RT. 16 SOUTH TO MULLENS.</p> <p>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 \$30.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.</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 WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Keri D. Bupp</i>	TELEPHONE 304-732-8303	DATE 4/20/11
TITLE VP	FEIN 550709824	ADDRESS CHANGES TO BE NOTED ABOVE

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***311144600 304-732-8303**
PINEVILLE PAVING & EXCAVATING
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RT 10 SOUTH
PINEVILLE WV 24874

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<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</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 WYOMING COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin D. Bullock</i>	TELEPHONE 304-732-8303	DATE 4/20/11
TITLE VP	FAX 550709824	ADDRESS CHANGES TO BE NOTED ABOVE

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 304-558-2157**

PROPERTY

*311144600 304-732-8303
PINEVILLE PAVING & EXCAVATING
PO BOX 1290
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PINEVILLE WV 24874

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<p>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>*****</p> <p>AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (EXPIRATION DATE: 01/31/2013) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.OSMRE.GOV</p> <p>*****</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ken D. Burchell</i>	TELEPHONE 304-732-8303	DATE 4/27/11
TITLE VP	FEIN 550709824	ADDRESS CHANGES TO BE NOTED ABOVE



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PINEVILLE

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CONTRACTORS LICENSE						
<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 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, PH. 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. BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Pineville Paving & Excavating Inc</i></p> <p>CONTRACTORS LICENSE #: <i>WV 010542</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 style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin A. Buford</i>	TELEPHONE <i>304-732-8303</i>	DATE <i>4/27/11</i>
TITLE <i>VP</i>	FAX <i>550909824</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>(1) NOTICE TO PROCEED: THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.</p> <p>(2) GUARANTEE AND MAINTENANCE: (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE. (B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE. (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelli A. Boyle</i>	TELEPHONE 304 732 8303	DATE 4/29/11
TITLE VP	FEIN 550709824	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.</p> <p>(7) APPLICATION FOR PARTIAL PAYMENT: THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATIO OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE</p>						

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SIGNATURE <i>Kevin D. Boyle</i>	TELEPHONE 304-732-8303	DATE 4/27/11
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<p>STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin D. B...</i>	TELEPHONE 304 732-8303	DATE 4/27/11
TITLE VP	FEIN 550709824	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

RFC NUMBER
DEP15363

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

VENDOR

*311144600 304-732-8303
PINEVILLE PAVING & EXCAVATING
PO BOX 1290
RT 10 SOUTH
PINEVILLE WV 24874

SHIP TO

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	F.O.B.	FREIGHT TERMS
02/24/2011				

BID OPENING DATE: **04/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ken O'Boyle</i>	TELEPHONE 304 732-8303	DATE 4/20/11
TITLE VP	FEIN 550709824	ADDRESS CHANGES TO BE NOTED ABOVE



State of West Virginia
 Department of Administration
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02/24/2011				

BID OPENING DATE: **04/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA.</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelli A. B...</i>	TELEPHONE 304-732-8303	DATE 4/29/11
TITLE VP	FEIN 550709824	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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Request for Quotation

RFO NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/24/2011				

BID OPENING DATE: 04/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .DEP15363...</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ✓.....</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 304-732-8303 DATE 4/27/11

TITLE VP FEIN 550909824 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
DEP15363

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ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN
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VENDOR

***311144600 304-732-8303**
PINEVILLE PAVING & EXCAVATING
PO BOX 1290
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PINEVILLE WV 24874

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DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/24/2011				

BID OPENING DATE: **04/19/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... <i>Karin O. Boughal</i> SIGNATURE <i>Pineville Paving + Excavating, Inc.</i> COMPANY <i>4/27/11</i> DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP15363</p> <p>BID OPENING DATE: 04/19/2011</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Karin O. Boughal</i>	TELEPHONE 304-732-8303	DATE 4/27/11
TITLE VP	FEIN 550709824	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP15363

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

*311144600 304-732-8303
**PINEVILLE PAVING & EXCAVATING
 PO BOX 1290
 RT 10 SOUTH
 PINEVILLE WV 24874**

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

PINEVILLE

PINEVILLE

DATE PRINTED 02/24/2011	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
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BID OPENING DATE: **04/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304-732-7855</i>						
VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING: <i>Pineville paving + Excavating po box 1290 Pineville, WV 24874</i>						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>Kevin Bradford</i>						
***** THIS IS THE END OF RFQ DEP15363 *****						TOTAL: \$ 1,449,562.⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin Bradford</i>	TELEPHONE <i>304 732 8303</i>	DATE <i>4/27/11</i>
TITLE <i>VP</i>	CEIN <i>550709824</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

Mullens Portals
DEP15363
Contractor's Bid Sheet

Vendors Name: _____

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

Item No.	Quantity	Units	Description	Unit Price	Amount
1.0	1	LS	Mobilization & Demobilization, per lump sum-Not to exceed 10% of total bid amount	\$	\$
2.0	1	LS	Construction Survey Control, per lump sum-Not to exceed 5% of total bid amount	\$	\$
3.0	1	LS	Quality Control-per lump sum-Not to exceed 3% of total bid amount	\$	\$
4.0	1	LS	Site Preparation, per lump sum-Not to exceed 10% of total bid amount	\$	\$
5.10	753	LF	Silt Fence-per linear foot	\$	\$
5.20	18	EA	Rock Check Dam-per each	\$	\$
5.30	49	EA	Drop Inlet Protection-per each	\$	\$
6.00	10	AC	Revegetation-per acre	\$	\$
7.1	1,219	LF	Type 1 Rip Rap Ditch-per linear foot	\$	\$
7.2	427	LF	Type 1 Grouted Rip Rap Ditch-per linear foot	\$	\$
7.3	599	LF	Type 2 Grouted Rip Rap Ditch-per linear foot	\$	\$
7.4	1	EA	Low Water Crossing-per each	\$	\$
7.5	15	LF	2" Diameter Domestic PVC Pipe-per linear foot	\$	\$
7.6	270	LF	8" Diameter HDPE Pipe-per linear foot	\$	\$
7.7	456	LF	12" Diameter HDPE Pipe-per linear foot	\$	\$
7.8	1,075	LF	15" Diameter HDPE Pipe-per linear foot	\$	\$
7.9	355	LF	18" Diameter HDPE Pipe-per linear foot	\$	\$
7.10	1,363	LF	24" Diameter HDPE Pipe-per linear foot	\$	\$
7.11	1350	LF	30" Diameter HDPE Pipe-per linear foot	\$	\$
7.12	455	LF	36" Diameter HDPE Pipe-per linear foot	\$	\$
7.13	153	TON	Rip Rap Slope Protection-per ton	\$	\$
7.14	27	EA	Rip Rap Apron-per each	\$	\$
7.15	253	LF	Rip Rap Apron Extension-per linear foot	\$	\$
7.16	39	EA	WVDOH Type "G" Inlet-per each	\$	\$
7.17	4	EA	Cistern-per each	\$	\$
7.18	4	EA	WVDOH Type "A" Manhole-per each	\$	\$
7.19	7	EA	Prefabricated End Section-per each	\$	\$
7.20	11	EA	WVDOH Wingwall-per each	\$	\$
7.21	433	SY	Permanent Erosion Control Matting-per square yard	\$	\$
9.1	36	EA	Wet Seals (Standard and Modified)-per each	\$	\$
9.2	3	EA	Modified Wet Seal with Wall-per each	\$	\$
9.3	4	EA	Modified Bat Gate-per each	\$	\$
9.4	200	BAG	Soda Ash-per 50 lb bag	\$	\$
11.0	137	LF	Underdrain-per linear foot	\$	\$
11.1	109	LF	Cut-off Drain-per linear foot	\$	\$
12.0	464	TON	Bituminous Road Overlay-per ton	\$	\$
TOTAL					\$

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

Business Name: Pineville Paving & Excavating, Inc. Tax Payer ID No.: 550709824
Address: P.O. Box 1290
City: Pineville State: WV Zip Code: 24874 Phone: 304-732-8303
Fax No.: 304-732-7855 E-mail address: KDBPPI@AOL.COM

Part B: Legal Structure

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.

I, Kevin D. Bradford, have the express authority to certify that:
(print name)

1. Information on the **attached** Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-date. If you select this option, you **must** attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
2. _____ Part of the information on the **attached** Entity OFT from AVS is missing or incorrect and must be updated. If you select this option, you **must** 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.
3. _____ Our business currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

4/27/11
Date

Kevin D. Bradford
Signature

Vice President
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>.

Part D.

Contractor's Business Name: _____

If the current Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to range from 15 minutes to 1 hour, with an average of 22 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 202 SIB, Constitution Ave., NW, Washington, D.C. 20240.

Instructions for Completing AML Contractor Form OMB #1029-0119¹

Part A: General Information. Part A should be completed by the AML Contractor.

Part B: Legal Structure. Part B should be completed by the AML Contractor.

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Part C should be completed by the AML Contractor, selecting the statement that best describes their situation.

If information is accurate, complete and up-to-date, then check the first statement and sign and date. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.²

Upon reviewing an Entity OFT printout, if you discover the information contained in AVS is not accurate, complete and up-to-date, then check the second statement and complete Part D to provide missing or corrected information that needs reflected in AVS. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.

If your business does not appear to have any information in AVS, then check the third statement and complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

Part D:

If current Entity OFT information for your business is incomplete, incorrect, or if you believe there is no information currently in the AVS for your business, you must complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

¹ If you need any assistance completing OMB #1029-0119, please contact the AVS Office at 800.643.9748.

² You may obtain your business' Entity OFT for certification purposes two ways. One way is to contact the AVS Office at 800.643.9748 and request the information. The second way is to access the AVS from your personal computer by visiting <https://avss.osmre.gov>. Click "Access AVS", and then Login as Guest. Place your cursor on the "Entity" Module and "Click". Type your business name in search box and press enter key. If more than one entity record appears, select your company and then "Click" on the "relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS.



State of West Virginia
 Department of Administration
 Purchasing Division
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 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
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PAGE
1

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

VENDOR

***311144600 304-732-8303**
PINEVILLE PAVING & EXCAVATING
PO BOX 1290
RT 10 SOUTH
PINEVILLE WV 24874

SHIP TO

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DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
04/12/2011				

BID OPENING DATE: **04/27/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE MULLENS PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, REVISED SPECIFICATIONS, AND REVISED BID SHEET RESULTING FROM THE MANDATORY PRE-BID MEETING ON 03/22/2011.</p> <p>BID OPENING DATE AND TIME ARE EXTENDED FROM 04/19/2011 TO 04/27/2011 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p>						
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p>						
<p>***** THIS IS THE END OF RFQ DEP15363 *****</p>						<p>TOTAL: <u>\$1,449,562.⁰⁰</u></p>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kari A. Beardsley</i>	TELEPHONE 304-732-8303	DATE 4/27/11
TITLE Vice President	FEIN 550709824	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).

DEP15363
Mullens Portals
Addendum # 1

Item 1: The contractor will have 180 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 180 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: Q) Are we required to treat the water discharge from the portals?

- A) Please reference Specification 9.3.2. A Dewatering Plan shall be submitted and approved by the Engineer prior to any work taking place. The Contractor shall install and operate a water treatment system utilizing soda ash briquettes in a manner approved by the engineer to maintain a pH between 6.0 and 9.0 in all water above base-flow while dewatering the mines.

Item 2: Q) What if we encounter sewer lines/utilities that need to be moved?

- A) Please reference Specification 10.0, Utilities.

This work shall consist of all necessary measures to relocate, maintain and protect all utilities within the limits of work specified herein and on the construction drawings. The contractor shall notify the utility in writing at least fifteen (15) but preferably thirty (30) days prior to the time work within the area will be done. The Contractor shall be responsible for making all necessary arrangements and/or performing all necessary work to the satisfaction of the affected utility company and/or the West Virginia Department of Highways in connection with any disturbances within their right-of-way or services. The Contractor shall be solely responsible for locating all utilities within the limits of work. All damage made to existing utilities by the Contractor shall be the sole responsibility of the Contractor. In the event damage does occur, the Contractor shall notify the affected utility and the WVDEP immediately and make or have made all necessary repairs and bear the expenses thereof and resulting damage caused thereby. The Contractor shall obtain right-of-entry and/or any necessary permits for repairs or relocation. The contact number for Miss Utility of West Virginia is 800-245-4848. All materials used, and all work performed, for utility related disturbances shall be in accordance with these specifications or as indicated by the affected utility. The Contractor will not bid on utility work but will be reimbursed the actual approved invoice cost. The Contractor shall submit an estimate for utility relocation to the WVDEP for approval prior to commencing work. The WVDEP will not reimburse the Contractor for any WVDOH costs. Only utilities affected by the proposed reclamation will be reimbursed.

Item 3: Q) Are we responsible for DOH inspection fees?

- A) Yes. Please reference Section 7.0 of the General Conditions of the Specifications. The Contractor shall procure and pay for all permits, licenses, inspections, conveniences, or approvals necessary for the execution of its contract.

Item 4: Q) Are there designated waste sites on the job?

- A) No. Please reference Section 4.0, Site Preparation, for details concerning clearing/grubbing, waste and borrow procedures.

Item 5: Q) Is flowable fill accepted for the highway crossings?

- A) A detail for "Road Crossing Type F Trench" is included on Plan Sheet C-44. The detail shows a CLSM backfill. Plans have been submitted to, and approved by, the WVDOH.

Item 6: Q) Do we have to pay B&O taxes, and is burning permitted in Mullens?

- A) Please refer to Section 7.3 of the General Conditions of the Specifications. All applicable Federal and State laws and regulations, municipal ordinances, and the rules and regulations of all public authorities having jurisdiction over construction of the project shall apply to the contract throughout, and are incorporated herein by reference.

Item 7: A revised bid sheet is included with an additional item for "Construction Entrance" – Bid Item 5.40, per each.

Item 8: Section 5.0, "Sediment Control", of the Specifications has been revised to include provisions for the "Construction Entrance" bid item. A copy of the revised section is included.

5.0 SEDIMENT CONTROL

5.1 Description

This item shall consist of furnishing all materials, equipment, labor and incidentals necessary for the installation of sediment control structures as designated in the Drawings. Sediment control shall be placed on regraded outslope areas concurrent with construction and prior to revegetation. Additional quantities may be added at the discretion of the WVDEP.

The CONTRACTOR shall implement the approved sediment and erosion control as shown in the plans. The Contractor may add sediment and erosion features but cannot subtract from those on the plans.

5.2 Materials

- 5.2.1 Silt Fence: Silt fencing materials and installation shall meet all applicable requirements of Section 715.11.5 and 642.6 of the West Virginia Division of Highways **Standard Specifications for Roads and Bridges**, adopted 2000. Even with the specific prior approval of the WVDEP, the use of silt fence shall be limited to relatively flat areas and the toe of selected slopes.
- 5.2.2 Rock Check Dams: Rock Check Dam materials and installation shall meet the applicable requirements of Section 715.11.5 and 642.6 of the WVDOH **Standard Specifications for Roads and Bridges**, adopted 2000. The materials used for the Rock Check Dams are illustrated on the detail sheets and include limestone rip rap as specified in Section 7.2.1 and WVDOH #3 Stone Course Aggregate.
- 5.2.3 Drop Inlet Protection: Drop Inlet Protection materials and installation shall meet the applicable requirements of Section 715.11.5 and 642.6 of the WVDOH **Standard Specifications for Roads and Bridges**. The materials used for the Drop Inlet Protection are illustrated on the detail sheets
- 5.2.4 Construction Entrances: Construction Entrance materials and installation shall be per the detail in the plans.

5.3 Maintenance

During the course of the project, sediment control structures shall be maintained in sound condition and accumulations of silt which may threaten their effectiveness shall be removed. Silt removed from the sediment control

structures shall be taken to an approved disposal area.

5.4 Installation

Silt barriers and check dams for sediment control during construction shall be placed in those locations shown on the plan sheets and areas approved by the WVDEP. The Contractor shall install silt fence downgrade of stockpiled areas, temporary access roads, and other disturbed areas to confine sediment. The silt fence shall be placed along the contour. Fabric shall be embedded four (4) inches into the ground and the stakes shall penetrate a minimum of 14 inches into the ground as shown on the drawings. Check dams for ditch construction, shall be installed similarly and as shown on the plan details. Construction entrances shall be constructed in the locations shown on the plans.

5.5 Method of Measurement

5.5.1 Silt fence should be measured to the nearest linear foot for silt barrier placed in conformance with specifications and accepted by the WVDEP.

5.5.2 Measurement for rock check dams shall be performed per each for rock check dams placed in conformance with specifications and accepted by the WVDEP.

5.5.3 The method of measurement for Drop Inlet Control shall be per each.

5.5.4 The method of measurement for Construction Entrances shall be per each.

5.5.5 Any additional sediment control, i.e. sumps etc., installed by the contractor to meet any applicable State or Federal Law or Regulation shall be the Contractor's sole responsibility and all costs pursuant thereto shall be born fully by the Contractor. However, any additional sediment trapping device approved by the WVDEP prior to placement shall be included for measurement.

5.6 Basis of Payment

The quantity of work completed will be paid at the contract unit price bid for the following items, which price and payment shall be full compensation for all materials, labor, equipment and incidentals necessary to perform the work. Additionally, payments shall constitute full compensation for any required maintenance, sediment removal and disposal.

5.7 Pay Item

Item 5.1. "Silt Fence", per linear foot.

Item 5.2, "Rock Check Dam", per each.

Item 5.3, "Drop Inlet Protection", per each.

Item 5.4, "Construction Entrance", per each.

ADDENDUM NO. 1

Mullens Portals

DEP15363

Revised Contractor's Bid Sheet

Vendors Name: Pineville Paving & Excavating Inc.

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.	QUANTITY	DESCRIPTION	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
1.0	1	Mobilization & Demobilization, per lump sum-Not to exceed 10% of total bid amount	\$	\$ 100,400.00
2.0	1	Construction Survey Control, per lump sum-Not to exceed 5% of total bid amount	\$	\$ 25,000.00
3.0	1	Quality Control-per lump sum-Not to exceed 3% of total bid amount	\$	\$ 10,000.00
4.0	1	Site Preparation, per lump sum-Not to exceed 10% of total bid amount	\$	\$ 122,344.00
5.10	753	Silt Fence-per linear foot	\$ 6.00	\$ 4,518.00
5.20	18	Rock Check Dam-per each	\$ 200.00	\$ 3,600.00
5.30	49	Drop Inlet Protection-per each	\$ 300.00	\$ 14,700.00
5.40	5	Construction Entrance, per each	\$ 500.00	\$ 2,500.00
6.00	10	Revegetation-per acre	\$ 1,000.00	\$ 10,000.00
7.1	1219	Type 1 Rip Rap Ditch-per linear foot	\$ 30.00	\$ 36,570.00
7.2	427	Type 1 Grouted Rip Rap Ditch-per linear foot	\$ 72.00	\$ 30,744.00
7.3	599	Type 2 Grouted Rip Rap Ditch-per linear foot	\$ 80.00	\$ 47,920.00
7.4	1	Low Water Crossing-per each	\$ 2,500.00	\$ 2,500.00
7.5	15	2" Diameter Domestic PVC Pipe-per linear foot	\$ 30.00	\$ 450.00
7.6	270	8" Diameter HDPE Pipe-per linear foot	\$ 20.00	\$ 5,400.00
7.7	456	12" Diameter HDPE Pipe-per linear foot	\$ 25.00	\$ 11,400.00
7.8	1075	15" Diameter HDPE Pipe-per linear foot	\$ 30.00	\$ 32,250.00
7.9	355	18" Diameter HDPE Pipe-per linear foot	\$ 35.00	\$ 12,425.00
7.10	1363	24" Diameter HDPE Pipe-per linear foot	\$ 40.00	\$ 54,520.00
7.11	1350	30" Diameter HDPE Pipe-per linear foot	\$ 45.00	\$ 60,750.00
7.12	455	36" Diameter HDPE Pipe-per linear foot	\$ 50.00	\$ 22,750.00
7.13	153	Rip Rap Slope Protection, per ton	\$ 50.00	\$ 7,650.00
7.14	27	Rip Rap Apron-per each	\$ 500.00	\$ 13,500.00
7.15	253	Rip Rap Apron Extension, per linear foot	\$ 100.00	\$ 25,300.00
7.16	39	WVDOH Type "G" Inlet-per each	\$ 3,000.00	\$ 117,000.00
7.17	4	Cistern, per each	\$ 3,500.00	\$ 14,000.00
7.18	4	WVDOH Type "A" Manhole-per each	\$ 3,500.00	\$ 14,000.00
7.19	7	Prefabricated End Section-per each	\$ 250.00	\$ 1,750.00
7.20	11	WVDOH Wingwall-per each	\$ 3,000.00	\$ 33,000.00
7.21	433	Permanent Erosion Control Matting - per square yard	\$ 2.00	\$ 866.00
9.1	36	Wet Seals (Standard and Modified)-per each	\$ 12,500.00	\$ 450,000.00
9.2	2	Modified Wet Seal with Wall-per each	\$ 13,500.00	\$ 27,000.00
9.3	4	Modified Bat Gate-per each	\$ 13,500.00	\$ 54,000.00
9.4	200	Soda Ash-per 50 lb bag	\$ 10.00	\$ 2,000.00
11.0	137	Underdrain-per linear foot	\$ 35.00	\$ 4,795.00
11.1	109	Cut-off Drain-per linear foot	\$ 40.00	\$ 4,360.00
12.0	464	Bituminous Road Overlay-per ton	\$ 150.00	\$ 69,600.00
		TOTAL		\$ 4,449,562.00

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # :
Project :

DEP15363
Mullens Portals

Name: Bob Paulsenburg
~~DCI SHIRES~~
Company: DCI SHIRES
Address: 1259
Bluefield wva
Phone #: 304-673-9388
Fax #: 304-523-3057
Email: Bob.Paulsenburg@gmail.com

Name: Joe Tucker
Company: UPTECH CONSTRUCTION CO. INC.
Address: P.O. Box 39
DUNBAR WV 25064
Phone #: 304-744-4627
Fax #: 304-744-4626
Email: UCCI0119@HOTMAIL.COM

Name: Ashley Atkins
Company: Aspen Corporation
Address: 2400 Ritec Drive
Daniels WV 25832
Phone #: 304-763-4573
Fax #: 304-763-4591
Email: jadkins@aspen-golf.com

Name: JOE WISEMAN
Company: WISEMAN EXCAVATING
Address: RT 1 BOX 190
LIBERTY, WV 25124
Phone #: 304-586-3736
Fax #: 304-586-3739
Email: wisemanfarm@aol.com

Pre-Bid Date:
Bid Opening Date:

3/22/2011
4/19/2011

Name: DAVID H. BOWMAN
Company: GREEN MOUNTAIN CO
Address: 511 50th STREET
Chas WV 25304
Phone #: 304 925 0253
Fax #: 925-9230
Email: Jody Maye AOL.COM

Name: Randy Carpenter
Company: Carpenter Reclamation
Address: PO Box 13015
Sissonville, wv 25386
Phone #: 304-984 1115
Fax #: 984-2770
Email: Rcarp103@aol.com

Name: James Cooper
Company: TRI-STATE PIPELINE, INC
Address: 6351 US RT WEST, SUITE 3
Barboursville, WV 25504
Phone #: 304-733-6801
Fax #: 304-733-6803
Email: jamescooper@tri-statepipeline.com

Name: Kevin Bradford
Company: Pineville Paving & Excavation
Address: P.O. Box 1290
Pineville WV 24874
Phone #: 304-732-8303
Fax #: 304-732-7855
Email: KDBPPI@AOL.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP15363
Project: Mullens Portals

Pre-Bid Date: 3/22/2011
Bid Opening Date: 4/19/2011

Name: MIKE FORANIC
Company: ATC ASSOC
Address: 3 TERRI AVE
BRUNINGTON, NJ
Phone #: 330-620-1232
Fax #: 609-386-7957
Email: _____

Name: Ann Wanswick
Company: EASTERN ARROW
Address: PO BOX 408
CHARLESTON WV 25364
Phone #: 304-614-0255
Fax #: 0256
Email: easternarrow@hotmail.com

Name: Spencer Wooddell
Company: Conyrol Up Inc
Address: PO Box 243
Simpson WVA
Phone #: 304 739 4397 ²⁶⁴³⁵
Fax #: 304 739 4401
Email: FAX

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

Name: Wes Addair
Company: A&A ENERGY INC
Address: 151 STEWART ST
Welch WVA 24801
Phone #: 304-320-3961
Fax #: 304-436-5111
Email: Wesaddair@16Tmsl.com

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

Name: James R Ciniti "BO"
Company: TRIAD ENG.
Address: 4980 Feays Valley Rd.
Scott Depot 25860
Phone #: 204-755-0721
Fax #: 204-241-755-1880
Email: bciniti@triadeng.com

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

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) 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

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
_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

Bid Bond
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) 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 (M)

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 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 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 hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal (R)
By (S) (Name of Principal)
(Must be President or Vice President)
(T) Title
(U) Surety Corporate Seal (V) (Name of Surety)
(W) Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pineville Paving & Excavating, Inc
of PO Box 1290 Pineville, WV 25874, 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
DEP15363, Mullens Portals in Wyoming County, 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.

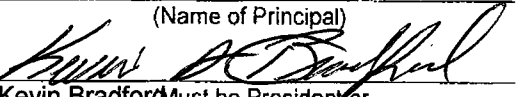
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seats to be affixed hereunto and these presents to be signed by their proper officers, this
8th day of April, 2011.

Principal Corporate Seal

Pineville Paving & Excavating, Inc

(Name of Principal)

By 
Kevin Bradford (Must be President or
Vice President)

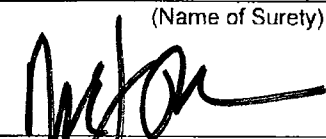
Vice President

(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

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

CERTIFIED COPY

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

Signature of 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



Signature of William J. Kahelin

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

State of Ohio County of Medina ss.:

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 8th day of April A.D., 2011 .



Signature of Frank A. Carrino Secretary

Date: 4-May-2007

Applicant Violator System
Current Organizational Family Tree (OFT)

Time :15:43:09
Page: 1

(147991) PINEVILLE PAVING & EXCAVATING INC

Total Number: 6

Entity ID	Name	Desc Code	Begin Date	End Date	Pct. Own.	Hold Code
147992	BRADFORD, TROY M	PRS	9-Aug-1991			
147992	BRADFORD, TROY M	SH	9-Aug-1991		60%	
147993	BRADFORD, KEVIN D	VP	9-Aug-1991			
147993	BRADFORD, KEVIN D	SH	9-Aug-1991		20%	
147994	BRADFORD, ANTHONY M	SH	9-Aug-1991		20%	
147994	BRADFORD, ANTHONY M	SEC	1-Jul-2001			



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

STATE OF West Virginia

COUNTY OF Wyoming, TO-WIT:

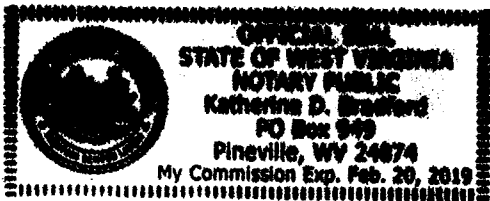
I, Kevin D. Bradford, after being first duly sworn, depose and state as follows:

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

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

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

Pineville Paving + Excavating Inc.
(Company Name)



By: Kevin D. Bradford

Title: VP

Date: 4/27/11

Taken, subscribed and sworn to before me this 27th day of April.

By Commission expires Feb. 20, 2019

(Seal)

Katherine D. Bradford
(Notary Public)

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

RFQ No. DEP 15363

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: Pineville Paving + Excavating Inc.

Authorized Signature: Katharine D. Bradford Date: 4/27/11

State of WV

County of Wyoming, to-wit:

Taken, subscribed, and sworn to before me this 27th day of April, 2011.

My Commission expires Feb. 20, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC Katharine D. Bradford

