



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
 DEP15535

PAGE
 1

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

VENDOR
 *604150016 304-372-4378
 EAGLE EXCAVATION INC
 PO BOX 218
 KENNA WV 25248

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

DATE PRINTED 08/25/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 10/12/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		# 271,157 ⁰⁰
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF LINN MINING COMPANY, NOW UNDER REVOKED PERMIT NUMBER U-1008-92. THIS SITE CONSISTS OF APPROXIMATELY 6.0 ACRES AND IS LOCATED NEAR LOST CREEK, WV IN HARRISON COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 09/13/2011 @ 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.</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 I</p>						

RECEIVED
 2011 OCT 19 PM 1:17
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike S Freshour</i>	TELEPHONE 372-4378	DATE 10-12-2011
TITLE PRESIDENT	55-0762758	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>RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: IN HARRISON COUNTY, FROM EXIT 115 OF I-79, TURN EAST ONTO RT 20 AND TRAVEL TO THE SR57 INTERSECTION. STAY RIGHT ON SR20 FOR APPROX. 4 MILES. TURN RIGHT ONTO JOHNSTOWN RD (CR48). TRAVEL APPROX. 3 MILES TO CR52 AND TURN LEFT AND TRAVEL 0.7 MILES AND PASS BY THE CR 52/4 ROAD. TRAVEL STRAIGHT AHEAD TO THE RECLAMATION 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 PURCHASING AFFIDAVIT MUST BE</p>						

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TITLE	FEBIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>PRESIDENT</i>	55-0762758	

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<p>SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED 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 HARRISON 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>						

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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 style="text-align: center;">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 LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS</p>						

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<p>LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: ... <i>Eagle Excavation, Inc.</i> ... CONTRACTORS LICENSE NO.: ... <i>WV 032594</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 AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

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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 WRITING, AUTHORIZE THE USE OF FOREIGN STEEL						

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Meite S Freshour</i>	372-4378	10-12-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0762758	

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
DEP15535

PAGE
9

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

VENDOR

*604150016 304-372-4378
 EAGLE EXCAVATION INC
 PO BOX 218
 KENNA WV 25248

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/25/2011				

BID OPENING DATE: **10/12/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: center;">DEP15535</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 NOS.:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Mike S. Freshour</i>	372-4378	10-12-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0762758	

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

RFO NUMBER
 DEP15535

PAGE
 10

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

VENDOR

*604150016 304-372-4378
 EAGLE EXCAVATION INC
 PO BOX 218
 KENNA WV 25248

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/25/2011				

BID OPENING DATE: 10/12/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1	✓		
NO. 2		
NO. 3		
NO. 4		
NO. 5		
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... <i>Maite S. Freshour</i> SIGNATURE</p> <p>..... <i>EAGLE EXCAVATION INC.</i> COMPANY</p> <p>..... <i>10-12-2011</i> DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION</p>						

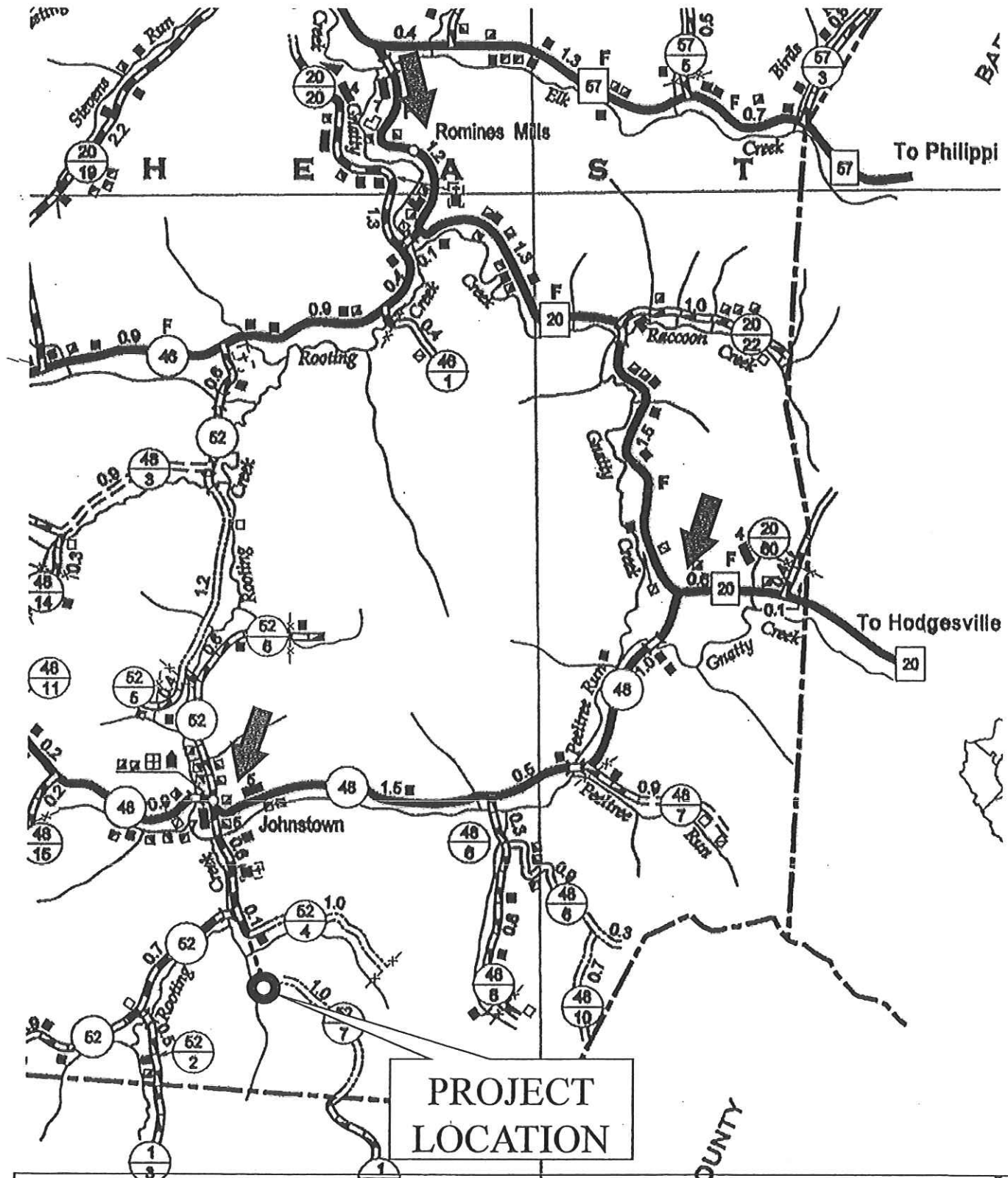
SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Maite S. Freshour</i>	372-4378	10-12-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>PRESIDENT</i>	55-0762758	

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

LINN MINING CO. PERMIT #: U-1008-92

CB-23 DEP 15535



In Harrison County, from Exit 115 of I-79, turn East onto Rt. 20 and travel to the SR 57 intersection. Stay right (south) on SR 20 for approx. 4.0 miles. Turn right onto Johnstown Road (CR 48). Travel approx. 3.0 miles to CR 52 and turn left and travel 0.7 miles and pass by the CR 52/4 road. Travel straight ahead to the reclamation site.

BUYER CB-23		REQ. OR PO NO. DEP 15535
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 3-15-10 PURCHASING CONTINUATION SHEET
VENDOR:

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Linn Mining Co., Permit U-1008-92, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

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 is to be obtained and installed.
2. Storm water management shall be in place using bid items 7.0 and 8.0 in described locations prior to any disturbance of materials or earthwork takes place. See Water Quality Control under the General Performance Standards.
3. Concurrent and continuous reclamation shall begin at slip area #1 as shown on the site plan and shall end at slip area #2. Regrading and topsoiling is required for all disturbed areas. Revegetation is required for all disturbed areas. 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.
5. All bid items specified by ACRE on this project in the Bid Schedule shall require the submittal of a final survey to verify final acreages. This submittal shall include a copy of all field notes, a map to scale in paper and electronic form. The final survey must be conducted under the direct supervision of and certified by a Professional Surveyor or Professional Engineer licensed in the state of West Virginia. Partial payments may be made for estimated acreages that are field verified and agreed upon with the DEP onsite representative. Partial payments may not exceed 75% of bid item prior to final survey. This shall be paid from the Construction Stakeout bid item.
6. It shall be the contractor's responsibility to check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
7. Repair slip area #1 which includes installing a rock toe buttress to stabilize the base. This area also includes a section of the existing access road which was damaged from the slip.
8. Upgrade existing access road in select areas.
9. Construct underdrains and solid HDPE piping in slip area #1 to collect and drain any ground water which may be contributing to the slip.
10. Construct riprap ditches in areas as described at the Pre Bid Conference.
11. Remove a portion of existing fencing, and install temporary fencing at slip area #1 as required to accommodate the landowner's cattle farming with as minimal disruptions as possible during construction.
12. Install new permanent fencing after completion of all work at slip area #1, and remove any temporary fencing as required.

BUYER CB-23	REQ. OR PO NO. 4 DEP 15535
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA
REV. 3-15-10 PURCHASING CONTINUATION SHEET
VENDOR:

13. A section of the old haulroad area must be upgraded to accommodate access to the back portion of the permit area (slip area #2). This may require grading and stockpiling of topsoil material, placing limestone for hauling of rock to site, and eventual abandonment of the temporary road section. Regrading of the topsoil will be required, in addition to any enhancement of soils to revegetate the area to pre-disturbed conditions. Soil enhancement shall include amending the area with use of lime, fertilizers, or organic wastes.
14. Construct seep collectors/underdrains in areas as described at the Pre Bid Conference.
15. Repair slip area #2 which includes removing material and proper placement and recompacting of material, shaping and grading. Surface runoff water will be diverted around the slip area with ditching under a separate bid item.
16. Install grass mat ditching above and below slip area #2 along the contour to divert and control surface water.
17. Install riprap ditching down the slopes on either side of slip area #2 to control surface runoff water from the area.
18. Install seep collector/underdrains in areas below slip area #2, and convey water to new portions of riprap ditching. These areas will be shown at the Pre Bid Conference.
19. Reclaim the temporary access road after all work is completed on the back portion of the permit.
20. Vegetative all disturbed areas with seed, lime, fertilizer, and mulch.
21. Any other site specific items required, or discussed at the Pre Bid Conference.

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

David B. McCoy



Date: 8-2-2011

Registered Professional Engineer WV No. 14375

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.

BUYER CB-23	REQ. OR PO NO. DEP 15535
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA
 REV. 3-15-10 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: LINN MINING CO.				
PERMIT NUMBER(S): U-1008-92				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>6,000</u> ⁰⁰
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> ((\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>4,000</u> ⁰⁰
3.0	<u>600 LF</u>	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ <u>15</u> ⁰⁰ PER LF	\$ <u>9,000</u> ⁰⁰
3.1	<u>600 LF</u>	<u>ENGINEERING SEPARATION FABRIC FOR ROAD UPGRADE</u>	\$ <u>125</u> ⁰⁰ PER LF	\$ <u>750</u> ⁰⁰
3.2	<u>400 TON</u>	<u>INCIDENTAL STONE</u>	\$ <u>26</u> ⁰⁰ PER TON	\$ <u>10,400</u> ⁰⁰
4.0	<u>6 AC</u>	<u>REGRAIDING AND TOPSOILING</u>	\$ <u>300</u> ⁰⁰ PER ACRE	\$ <u>1,800</u> ⁰⁰
5.0	<u>6 AC</u>	<u>REVEGETATION</u>	\$ <u>2,000</u> ⁰⁰ PER ACRE	\$ <u>12,000</u> ⁰⁰
6.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid)	LUMP SUM	\$ <u>13,500</u> ⁰⁰
7.0	<u>2 EA</u>	<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</u>	\$ <u>300</u> ⁰⁰ PER EA	\$ <u>600</u> ⁰⁰
8.0	<u>1000 LF</u>	<u>STORMWATER MANAGEMENT - SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>1</u> ⁰⁰ PER LF	\$ <u>1,000</u> ⁰⁰
9.0	<u>600 LF</u>	<u>RIPRAP V- DITCH</u>	\$ <u>15</u> ⁰⁰ PER LF	\$ <u>9,000</u> ⁰⁰
10.0	<u>600 LF</u>	<u>RIPRAP TRAPEZOIDAL DITCH</u>	\$ <u>20</u> ⁰⁰ PER LF	\$ <u>12,000</u> ⁰⁰
11.0	<u>1000 LF</u>	<u>GRASS MAT DITCH</u>	\$ <u>3</u> ⁰⁰ PER LF	\$ <u>3,000</u> ⁰⁰
12.0	<u>600 LF</u>	<u>UNDERDRAIN/SEEP COLLECTOR</u>	\$ <u>38</u> ⁰⁰ PER LF	\$ <u>22,800</u> ⁰⁰
13.0	<u>400 LF</u>	<u>12 INCH SOLID HDPE PIPE</u>	\$ <u>15</u> ⁰⁰ PER LF	\$ <u>6,000</u> ⁰⁰
14.0	LUMP SUM	<u>SLIP AREA #1 REPAIR</u>	LUMP SUM	\$ <u>127,000</u> ⁰⁰

BUYER CB-23	REQ. OR PO NO. 16 DEP 15535
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA
 REV. 3-15-10 PURCHASING CONTINUATION SHEET
 VENDOR:

15.0	LUMP SUM	<u>SLIP AREA #2 REPAIR</u>	LUMP SUM	\$ <u>20,207</u> ⁰⁰
16.0	1 AC	<u>RECLAIM TEMPORARY HAULROAD</u>	\$ <u>100</u> ⁰⁰ PER ACRE	\$ <u>100</u> ⁰⁰
17.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
18.0	<u>1000</u> LF	<u>FENCE</u>	\$ <u>6</u> ⁰⁰ PER LF	\$ <u>6,000</u> ⁰⁰
19.0	<u>3000</u> LF	<u>TEMPORARY FENCE</u>	\$ <u>3</u> ⁰⁰ PER LF	\$ <u>9,000</u> ⁰⁰
TOTAL PERMIT U-1008-92				\$ <u>271,157</u> ⁰⁰

BUYER CB-23	REQ. OR PO NO. DEP 15535
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA
REV. 3-15-10 PURCHASING CONTINUATION SHEET
VENDOR:

BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION/DEMobilIZATION/PROJECT SIGN

A project sign shall be obtained or manufactured and installed as indicated on the attached specifications and details. Payment for this sign shall be incidental to the mobilization item. No separate payment will be made. This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site necessary to begin work on a substantial phase of the contract.

Prior to demobilization, an inspection shall be conducted by the Department of Environmental Protection and the contractor to insure compliance with contract performance. Once compliance is ascertained, demobilization activities can be initiated and completed. Demobilization shall be totally completed before the invoice for payment shall be processed.

The lump sum bid for this item shall not exceed 5% of the total bid for this permit. Payment shall be made in two 50% amounts, one upon completion of the mobilization and project sign items and the second payment at the completion of demobilization. No deduction shall be made nor shall any increase be made in the lump sum item amount, regardless of decreases or increases in the final total contract amount or any other reason.

2.0 SPILL CONTAINMENT AREA (S.C.A.)

Spill containment measures shall be used for fuel and lubricant storage areas. All containers, barrels, buckets, cans, etc., are to be legally disposed of off site. Used lubricants are to be disposed of according to state law to minimize pollution to the local surface and ground water supplies. Spills are the responsibility of the contractor and need immediate clean up and maintained at no expense to the State. This S.C.A. shall be constructed in accordance with the typical drawing specification. (See Attachment) Alternate containment measures will be considered for approval by the Program Manager if acceptable results can be shown. Fuel tanks manufactured with secondary containment are desirable. Minimum secondary containment is 110 percent. (Bid limited to \$1,000.00 maximum)

3.0 HAULROAD/ACCESS ROAD UPGRADE

The contractor shall maintain and/or construct haulroad/access road(s) during the reclamation process to provide access on a well drained surface. Plan to upgrade the existing access road to the specifications and details as indicated in the Upgrade Access Road drawing. The access road on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Upon completion of all reclamation activities, a final 3 inch layer of 1 ½ crusher run limestone shall be placed on the roadway. Roads which are below the project shall be guarded against rolling rock and removal of rocks done as necessary. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item, if needed.

3.1 ENGINEERING SEPARATION FABRIC FOR ROAD UPGRADE

Engineering separation fabric for separation shall meet the applicable requirements of AASHTO M288, Section 7, Class 2. Prior to fabric placement, the subgrade shall be relatively smooth, well compacted, and free from sharp protrusions, depressions, or debris. The fabric shall be placed with the machine direction of the fabric parallel with the alignment, and shall be relatively smooth and free of creases. The ends of the fabric rolls shall be overlapped a minimum of two (2) feet. Once the fabric is placed, cover material shall be brought to the working face, dumped and spread with equipment exerting the minimum ground pressure as possible. Construction equipment shall not operate directly on the fabric.

A minimum of six (6) inches of cover material (separate bid item) shall be maintained between the construction equipment and the fabric. Compaction shall be accomplished by conventional methods after cover material is evenly



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Request for Quotation

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

VENDOR	*604150016 304-372-4378
	EAGLE EXCAVATION INC
	PO BOX 218
	KENNA WV 25248

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/30/2011				

BID OPENING DATE: 10/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO.01 *****		
				ADDENDUM ISSUED FOR THE LINN MINING LAND RECLAMATION PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 09/13/11.		
				BID OPENING DATE & TIME HAVE CHANGED TO 10/19/11 AT 1:30 PM TO ALLOW FOR BIDDER RESPONSE.		
				***** NO OTHER CHANGES *****		
0001	1	JB		962-73		\$ 271,157 ⁰⁰
				RECLAMATION: RESTORATION OF LAND		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	MEIKE D FRESHOUR	TELEPHONE	372-4378	DATE	10-19-2011
TITLE	PRESIDENT	FEIN	55-0762758	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).

Addendum #1 - Questions During Pre-Bid Conference
For DEP 15535
Linn Mining Co.
Permit # U-1008-92

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

CLARIFICATION: Bid Item 18.0 "Fencing" shall change from a standard farm field woven wire and barbed wire to three strands of high tensile smooth wire galvanized 12.5 gage, Class 3. Vertical spacing on the high tensile wire shall be 1.5 feet above ground line for 1st row, then 1 feet above 1st row for the 2nd row, and 1 feet above 2nd row for the 3rd row. Each strand and each continuous run of wire shall have an in-line strainer/tightener. Each line shall be fitted with a black plastic line fin tube insulator when attached to a line post. The ends of the lines shall be fitted with white glass reinforced polyester hi-tensile insulators for end posts or corners. All connections and splices shall be crimped with a crimping tool for 12.5 gage slicing sleeves. All of the wooden post spacing and ends are the same as in the original specifications.

- 1.) Q. Is all of the underdrain pipe HPDE type?
A. No, the perforated pipe within the underdrain is SDR 35 PVC type, and the solid pipe conveying water away from the site is HDPE type.
- 2.) Q. (At Site 1 Slip Area) What if the slip area moves again (after repairs by contractor)?
A. The contractor will be under the standard one year warranty for each bid item and the contract.
- 3.) Q. Do you have any kind of yardage figure on the slides?
A. No, the contractor shall figure the cubic yards of material that need to be removed and replaced on each slip repair and include on each lump sum bid item.
- 4.) Q. Do you have measurements on the rock toe buttress (Slip Area #1)?
A. Yes, under Bid Item 14.0 Slip Area #1 Repair and page 14, the approximate dimensions of the rock buttress shall be 4 to 6 feet thick by 8 feet in height and 600 feet in length.
- 5.) Q. To clarify on the slip areas, if we build exactly what you tell us to, and you have a year warranty on that, and you release us of that, are you going to make us come back in at our expense and fix that slip again if it blows out... or are you going to pay for that work?
A. If the slip is repaired in accordance with the specifications, and accepted by the DEP, then, no you would not have to come back for additional repairs. **Clarification:** Any material excavated with excessive moisture shall be blended or dried before replacing in order to properly recompact. The underdrain installation must be approved by DEP prior to covering. The keyway of the rock toe buttress into original ground must be approved by DEP prior to placement of rock. All approvals and verification of rock installed with weight tickets on buttress rock submitted with payment of lump sum bid item.
- 6.) Q. Does the rock buttress go the whole length of the slide?

**Addendum #1 - Questions During Pre-Bid Conference
For DEP 15535
Linn Mining Co.
Permit # U-1008-92**

- A. Yes, for Slip Area #1, the approximate length of the slide should be no more than 600 feet.
- 7.) Q. If the slide is more than 600 feet in length, and we do more work outside of that area, will we get paid for it?
A. At time of construction, if there is more than 600 feet in length of a slip to repair, we may negotiate for additional payment for extra repairs at Slip Area #1.
- 8.) Q. Do you have a place to stockpile excavated material?
A. Yes, areas shall be designated on either side of the slip area #1, but shall not extend below the creek or on the other side of the creek. Any areas for which materials are temporarily placed must be regraded and temporary fence cattle out of the area. **Clarification:** As material is regraded along the existing road, all low areas in the road and roadside ditch shall be filled in to have a constant slope and shall drain all water out of roadside ditch.
- 9.) Q. Will the underdrains go under the existing ditch at the road?
A. The exact placement of the underdrain is unknown until the area is excavated to find the source of groundwater, but it is most likely on the upper side of the slip area at the roadway.
- 10.) Q. The landowner has high tensile fence and you are using woven wire fencing?
A. We will replace the woven wire specification with three strands of high tensile smooth wire. See Clarification above.
- 11.) Q. If we use the alternative haulroad to get to the Slip Area #2, can we use the incidental stone item?
A. Yes, we may need to add stone on portions of that road.
- 12.) Q. Is that road gated off?
A. Landowner said yes, but there is no lock on it.
- 13.) Q. (At Slip Area #2) If we have to put a road in here, do we leave it...or do we have to take out?
A. Take it out, when regrading area of the road, it must have positive drainage toward the downhill side.
- 14.) Q. Do we have to regrade area to left of main slip (looking at the slip area#2)?
A. Some minor regrading may be needed on small bulge to the left of main slip area #2.
- 15.) Q. How far do you want to go in the woods above existing highwall slip area #2 for the ditch?
A. Just minimal amount or far enough to install grass mat ditch to achieve drainage along contour.
- 16.) Q. Would like you give details of how to fix slip area #2?
A. Read Item 15.0 in specifications, you must install ditch above slip first, then area of slip must be over excavated, and then regraded in compacted lifts (no more than one foot thick). **Clarification:** Any material excavated with excessive moisture shall be blended or dried before replacing in order to properly recompact.

Addendum #1 - Questions During Pre-Bid Conference
For DEP 15535
Linn Mining Co.
Permit # U-1008-92

- 17.) Q. Where does the alternative haulroad come in at?
A. At top of strip bench as we first get up on bench at Slip Area #2.
- 18.) Q. Are there any gas lines up here (at Slip Area #2)?
A. No, not any that we know of, but contractor is responsible to check prior to disturbing area.

SIGN IN SHEET

DEP # 15535

Date: 09/13/11

PLEASE PRINT

*PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Collins Building & Contracting Inc</u>	<u>3706 Corley-Rd</u>	PHONE <u>304-765-2521</u>
Rep: <u>Ngese L. Collins Jr.</u>	<u>Flatwoods, WV</u>	TOLL FREE _____
Email Address: <u>Collins Building & Contracting Inc</u>	<u>26021</u>	FAX <u>304-765-3521</u>
Company: <u>Stanley Industries Inc.</u>	<u>7 Maple Lake</u>	PHONE <u>304-842-8560</u>
Rep: <u>Junior Stanley</u>	<u>Bridgeport WV</u>	TOLL FREE _____
Email Address: <u>jstanley@ma.rv.com</u>	<u>26330</u>	FAX <u>304-842-6808</u>
Company: <u>JF ALLEN CO</u>	<u>PO BOX 2049</u>	PHONE <u>304 472 8890</u>
Rep: <u>JAMES ALLEN</u>	<u>Buckhannon WV</u>	TOLL FREE _____
Email Address: <u>JAMES. ALLEN@JFALLENCO.COM</u>	<u>26201</u>	FAX <u>304 472 8897</u>
Company: <u>Green Mt. Co</u>	<u>511 50th St</u>	PHONE <u>304-925-0253</u>
Rep: <u>Red Clay</u>	<u>Charlesky WV 26304</u>	TOLL FREE _____
Email Address: <u>GMTKIG@AOL.COM</u>		FAX <u>304-925-9230</u>
Company: <u>DCI SHIPS</u>	<u>1259 Box</u>	PHONE <u>304-673-9398</u>
Rep: <u>Robert Canterbury</u>	<u>Bluefield WV</u>	TOLL FREE _____
Email Address: <u>Bob.Canterbury@Comcast.com</u>		FAX <u>304-323-3037</u>

SIGN IN SHEET

DEP # 15535

Date: 09/13/11

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>LIME DOSER CONSULTING</u>	<u>P.O. Box 2164</u>	PHONE <u>304-782-1037</u>
Rep: <u>Donald L. Stamm</u>	<u>Clarksburg, WV 26302</u>	TOLL FREE <u>304-669-8616</u>
Email Address: <u>INFO@limeposer.com</u>		FAX _____
Company: <u>Pineville Paints & Excavating</u>	<u>Box 1290</u>	PHONE <u>304-732-8303</u>
Rep: <u>MIKE BRADFORD</u>	<u>Pineville W.V. 24874</u>	TOLL FREE _____
Email Address: <u>Tony P.P.I.@aol.com</u>		FAX <u>304-732-7855</u>
Company: <u>EAGLE EXCAVATION INC.</u>	<u>P.O. Box 218</u>	PHONE <u>(304) 372-4328</u>
Rep: <u>GEORGE FRESHOUR</u>	<u>KENNA, W.V.</u>	TOLL FREE _____
Email Address: <u>ADONE</u>	<u>25248</u>	FAX <u>(304) 372-4328</u>
Company: <u>Breakaway Inc.</u>	<u>1675 Old Turnpike Rd</u>	PHONE <u>765-5317</u>
Rep: <u>Doug Vincent</u>	<u>Sutton WV 26601</u>	TOLL FREE _____
Email Address: <u>doug@breakawaywv.com</u>		FAX <u>765-5389</u>
Company: <u>Utilities Forestry Services</u>	<u>P.O. Box 1027</u>	PHONE <u>412-874-0072</u>
Rep: <u>Don Blendt</u>	<u>Clearfield, PA 16830</u>	TOLL FREE <u>1-800-895-9788</u>
Email Address: _____		FAX <u>814-765-5698</u>

Date: 09/13/11

SIGN IN SHEET

DEP # 15535

PLEASE PRINT

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>ESTRELLA</u>	<u>PO BOX 4108</u>	PHONE <u>304-414-0255</u>
Rep: <u>Ann Warrick</u>	<u>CHARLESTON, WV</u>	TOLL FREE _____
Email Address: <u>easternarrow@hotmail.com</u>	<u>25364</u>	FAX <u>304-414-0256</u>
Company: <u>Lambert Excavation</u>	<u>PO Box 36</u>	PHONE <u>304-636-0211</u>
Rep: <u>Joseph Lambert</u>	<u>Bowden WV</u>	TOLL FREE _____
Email Address: <u>joesportsmen@yahoo.com</u>	<u>26254</u>	FAX _____
Company: <u>BARNES EXC. INC.</u>	<u>P.O. BOX 13384</u>	PHONE <u>304-984-1725</u>
Rep: <u>Robert Barnes</u>	<u>Sissonville</u>	TOLL FREE _____
Email Address: <u>BARNES EXC@AOL.COM</u>	<u>WV 25360</u>	FAX <u>304-984-0074</u>
Company: <u>Aspen Corporation</u>	<u>2400 Riker Drive</u>	PHONE <u>304-763-4573</u>
Rep: <u>Ashley Atkins</u>	<u>Daniels WV 25832</u>	TOLL FREE _____
Email Address: <u>jadkins@aspen-golf.com</u>		FAX <u>304-763-4591</u>
Company: <u>WV DEP</u>	<u>9-13-11</u>	PHONE _____
Rep: <u>David McCoy</u>		TOLL FREE _____
Email Address: _____		FAX _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eagle Excavation, Inc.
of Kenna, WV, as Principal, and United States Surety Company
of Timonium, MD, a corporation organized and existing under the laws of the State of
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DEP15535 Lin Mining Co. - 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
12th day of October, 2011.

Principal Corporate Seal

Eagle Excavation, Inc.
(Name of Principal)

By Meike D. Freshour
(Must be President or
Vice President)

Meike D. Freshour President
(Title)

Surety Corporate Seal

United States Surety Company
(Name of Surety)

By Kimberly J. Wilkinson
Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact

POWER OF ATTORNEY

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

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

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

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of March, 2011.

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

Corporate Seals



By: Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On this 31st day of March, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Signature Deborah Reese (Seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 12th day of October 2011.

Corporate Seals



Jeannie J. Kim, Assistant Secretary

Bond No. BID Agency No. 12116



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, GEORGE FRESHOUR, after being first duly sworn, depose and state as follows:

- 1. I am an employee of EAGLE EXCAVATION INC. and,
(Company Name)
- 2. I do hereby attest that Eagle Excavation 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.

Eagle Excavation Inc.
(Company Name)

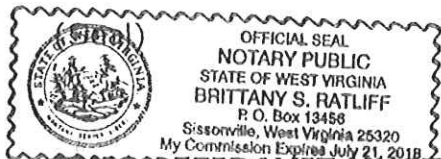
By: George Freshour

Title: FIELD MANAGER

Date: 10-12-2011

Taken, subscribed and sworn to before me this 12th day of October, 2011

By Commission expires July 21, 2018



Brittany S. Ratliff
(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. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Eagle Excavation, Inc.

Authorized Signature: George Freshour Date: 10-12-2011

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 12th day of October 2011

My Commission expires July 21, 2018

NOTARY PUBLIC

Brittany S. Ratliff

