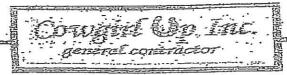
WV Contractors Linease



Phone Est (304) 730 431

FAX TRANSMITAL FORM.

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COMPANY:	WU	5.00			50	3		
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Agency	Dept. of Environmental Protection	on
REQ.P.	O# DEP15548	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersign	ned. Cowgirl Up, Inc.
of P. O. Box 243 Simpson, WV 26435	, as Principal, and Ohlo Farmers Insurance Company
of One Park Circle Westfield Center, OH , a corporat	ion organized and existing under the laws of the State of
Ohio with its principal office in the City of Westfield Cent	er as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the total amount	ount 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 Pri	incipal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and DEP 15548: Williams Wine Portals	d made a part hereof, to enter into a contract in writing for
Harrison County, WV	
NOW THEREFORE,	
 (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall enter into 	a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid agreement created by the acceptance of said bid, then this obligation shall	be null and void, otherwise this obligation shall rettain in Ivil
force and effect. It is expressly understood and agreed that the liability of the	he 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 slipulates and agrees t	hat the obligations of said Surely and its bond shall be in no
way impaired or affected by any extension of the time within which the Obli walve notice of any such extension.	gee may accept such bid, and said outery does hereby
Approximate the properties and the properties of	
IN WITNESS WHEREOF, Principal and Surely 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 present	is to be signed by their proper officers, this
19th day of October , 2011	
Principal Corporate Seal	Cowgirl Up, Inc.
Filidipal Colposate Seal	(Name of Principal)
	By Imak Nandell
	(Must be President or Vice President)
	Mosident
5	(Tille)
	Ohio Farmers Insurance Company
Surety Corporate Seal	(Mame of Surely)
	O(0) , $O(0)$
a a	John (RIV)
	Allomey-in-Fact
i i	

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.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME

POWER # AND ISSUED PRIOR TO 05/09/07, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752402 00 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

A. L. STANCHINA, C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, ROSEANN B. DYE, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN M. HUBBARD-SHERROD, JOINTLY OR SEVERALLY

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

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

and to bind any or the Companies increby as fully and to the same extent as it 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 Altorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney(s)-Fact, may be given full power and authority for and in the name of and on behalf of the Company to support any design of all power and authority for and in the name of and on behalf of the Company subject to the following read authority for and in the name of and on behalf of the Company subject to the following read authority for and in the name of and on behalf of the Company to support any design of any one of the provisions.

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 bords, 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).

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 09th day of A.D., 2007 . MAY

Corporate NEURANO Seals Affixed

State of Chlo County of Medina Commonwell &

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY

OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr., Senior Executive

On this 99th day of MAY

A.D., 2007, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, old 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 sald Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

SS.



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

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIC 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 have hereunto set my hand and affixed the seals of said Companies at Westlield Center, Ohlo, this $19 \, \mathrm{th}$ day of

October

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26435

ADDRESS CORRESPONDENCE TO ATTENTION OF:



NUCCE

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

304-739-4397

Request for REQNUMBER Quotation

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DEP15548

PAGE

CHUCK BOWMAN 304-558-2157

*322161804 COWGIRL UP INC PO BOX 243

SIMPSON WV

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

TERMS OF SALE FREIGHT TERMS DATE PRINTED SHIP VIA F,O.B. 09/29/2011 BID OPENING DATE: 10/19/2011 BID OPENING TIME 01:30PM LINE UNIT PRICE AMOUNT UOP ITEM NUMBER QUANTITY. NO. ADDENDUM NO.1 *************** ****** **** ADDENDUM ISSUED FOR THE WILLIAMS MINE PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON b9/21/2011. BID OPENING DATE & TIME REMAIN UNCHANGED AS 10/19/11 AT 1:30 PM. **************** NO OTHER CHANGES \$62-73 0001 JB RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THIS IS THE END OF REQ DEP15548 ***** TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TITLE ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

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CHUCK BOWMAN 304-558-2157

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*322161804 COWGIRL UP INC PO BOX 243

SIMPSON WV 26435

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

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

304-739-4397

Request for PRONUMBER

DEP15548

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

*322161804 COWGIRL UP INC-PO BOX 243

SIMPSON WV 26435 **ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

F,O.B. FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA 08/25/2011 BID OPENING DATE: 01:30PM BID OPENING TIME 10/19/2011 AMOUNT QUANTITY ITEM NUMBER UNIT PRICE LINE UOP ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER. ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE MORE THAN 15 MINUTES AFTER THE BEGINNING OF THE PREBID WILL NOT BE PERMITTED TO SIGN IN OR PARTICIPATE. DIRECTIONS TO PREBID: FROM 1-79, TAKE THE SALT WELL EXIT AND PROCEED TO AT THE LIGHT IN SHINNSTON, TURN RIGHT ON US19 NORTH AND CROSS THE WEST FORK RIVER BRIDGE. THE END OF THE BRIDGE, TURN RIGHT AND TRAVEL 0.65 MILES AND TURN LEFT ONTO A GRAVEL ROAD. DRIVE ABOUT 700 FEET TO AN UNIMPROVED ROAD/ATV TRACK ON THE RIGHT. UNIMPROVED ROAD/AITY TRACK APPROXIMATELY 1000 FEET TO A THE MINE SITE SITS JUST UPSTREAM OF STREAM CROSSING. THE EXISTING STREAM CROSSING. PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST., SE, CHARLESTON, WV 25304, PH. 304-926-0485 UPON PAYMENT OF \$10.00 NON-REFUNDABLE PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED. EXHIBIT 5 WEST VIRGINIA CODE 21-ID-5 PROVIDES THAT: ANY SOLICI-TATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLAINCE THE ENCLOSED DRUG-FREE WORKPLACE WITH THE BID. AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID OF THE VENDOR'S COMPLIANCE WITH THE SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE DATE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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



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

304-739-4397

Request for

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CHUCK BOWMAN 304-558-2157

*322161804

COWGIRL UP INC PO BOX 243

SIMPSON WV 26435 ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 304-926-0499 25304

FREIGHTTERMS DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. 08/25/2011 BID OPENING DATE: 01:30PM BID OPENING TIME 10/19/2011 AMOUNT ITEM NUMBER UNIT PRICE LINE QUANTITY UOP. PROVISIONS OF ARTICLE ID, 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. THIS CONTRACT IS TO BE PERFORMED NOTICE TO PROCEED: WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED UNLESS OTHERWISE SPECIFIED, THE FULLY IS RECEIVED. EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. THE DIRECTOR OF PURCHASING RESERVES THE CANCELLATION: 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. 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.) ANY REFERENCES MADE TO ARBITRATION OR ARBITRATION: 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. VENDOR IS REQUIRED TO PROVIDE WORKERS' COMPENSATION: A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: SEE REVERSE SIDE FOR TERMS AND CONDITIONS. TELEPHONE DATE SIGNATURE 439 ADDRESS CHANGES TO BE NOTED ABOVE 101563 00 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



VENDOR

*322161804

PO BOX 243

SIMPSON WV

COWGIRL UP INC

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

26435

304-739-4397

Request for REGNUMBER Quotation

DEP15548

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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

304-926-0499

F.O.B FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIPVIA 08/25/2011 BID OPENING DATE: BID OPENING TIME 01:30PM 10/19/2011 AMOUNT LINE QUANTITY : UOP ITEM NUMBER UNIT PRICE (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE DF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000. SUCCESSFUL VENDOR SHALL () BUILDER'S RISK INSURANCE: FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT. FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF (XX) BONDS: 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 A LETTER OF CREDIT SUBMITTED STATE OF WEST VIRGINIAL. 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. A TWO (2) YEAR MAINTENANCE) MAINTENANCE BOND: ROOFING SYSTEM WILL BE A REQUIREMENT BOND COVERING THE OF THE SUCCESSFUL VENDOR. REV. 11/00 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS 15 EPHONE SIGNATURE 44397 ADDRESS CHANGES TO BE NOTED ABOVE 0010156 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

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Request for REGINUMBER Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF CHUCK BOWMAN

304-558-2157

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

*322161804 COWGIRL UP INC PO BOX 243

SIMPSON WV 26435

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

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ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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*322161804 304-739-4397 COWGIRL UP INC PO BOX 243

SIMPSON WV 26435 ENVIRONMENTAL PROTECTION DEPARTMENT OF DFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 304-926-0499 25304

ADDRESS CHANGES TO BE NOTED ABOVE

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304-739-4397

Request for Quotation DEP15548

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DEP15548

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CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R

601 57TH STREET SE CHARLESTON, WV

25304

304-926-0499

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

*322161804 COWGIRL UP INC VENDOR PO BOX 243 SIMPSON WV

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OB/25/2011 UNE QUANTITY UOP ON HEMILAGE UNITAGE O1:30PM GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR ALLOTTED FOR WORK UNDER THE CONTRACT. (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT. (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE CONTRACT. (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, MITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE. (4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: (B) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "WILLIAMS MINE PORTALS" PROJECT SAID PLANS & SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONNITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF OF ENVIRONMENTAL PROTESTION. SERENCEBER DOE NOTIFING AND SONOTIONS. BURNANDER THAN ACCORDANCE WITH PROTECTION. BEENEVERBER DOE NOTIFING AND SONOTIONS. BURNANDE THE STORMAND SONOTIONS. BURNANDE AND ALL PROVISIONS, CLAUSES AND CONNITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF OF ENVIRONMENTAL PROTECTION. BEENEVERBER DOE NOTIFING AND SONOTIONS. BURNANDE AND AND AND AND AND SONOTIONS. BURNANDE AND AND AND AND AND SONOTIONS. BURNANDE AND AND AND AND SONOTIONS. BURNANDE AND AND AND AND SONOTIONS. BURNANDE AND AND AND AND SONOTIONS.	DATE PRINT	ren	l TER	MS OF SAL	F	0808A:	SHIPV	IA	1	F.O.B		FREIGHTTEAMS	260,000
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SIMPSON WV 26435

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Purchasing Division
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Charleston, WV 25305-0130

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*322161804

PO BOX 243

SIMPSON WV

COWGIRL UP INC

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

26435

304-739-4397

Request for Quotation DEP15548

PAGE 1 1

ADDRESS:CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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

S H P T O

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

304-739-4397

Request for Quotation

REQ NUMBER **DEP15548** PAGE

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

*322161804 COWGIRL UP INC PO BOX 243

SIMPSON WV 26435

DATE PRINTED TERMS OF SALE

SHIP TO

ENVIRONMENTAL PROTECTION DEPARTMENT OF

OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499 F.O.B FREIGHT TERMS SHIP VIA

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

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Request for MEONUMBER Quotation

DEP15548

PAGE: 13

CHUCK BOWMAN 304-558-2157

*322161804 COWGIRL UP INC PO BOX 243

SIMPSON WV 26435

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

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State of West Virginia
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Post Office Box 50130 Charleston, WV 25305-0130

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

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Williams Mine Portals DEP15548

Contractor's Bid Sheet

Company Name:	Cowgia	L HP	ING
Address:	PO BOX	243	
Si	npson , u	VU 26	435

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.	Qty	Unit	DESCRIPTION	UNIT PRICE	AMOUNT
	×35				
1.0	1	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	LS	9,00000
2.0	1	LS	Construction Layout (Limited to 5% of Total Bid)	LS	5.80000
3.0	i	LS	Quality Control (Limited to 3% of Total Bid)	LS	3,00000
4.0	1	LS	Site Preparation (Limited to 10% of Total Bid)	LS	8,50000
4.1	60	TN	Access Road Stone	3000	18000
5.0	1,100	LF	Silt Fence Sediment Control	200	220000
5.1	1,400	LF	12" Straw Wattles Erosion Control	100	840000
5.2	70	LF	Stone Construction Entrance (12' Width)	2000	140000
6.0	2.1	AC	Revegetation	2,9000	6.09000
7.1	210	LF	4' Grouted Riprap Channel	205	63000
7.2	30	LF	8" Grass Lined Channel w/Curlex Type I Matting	1500	6,300°° 450°°
7.3	40	LF	60" HDPE Pipe	180-	720000
8.1	6,000	CY	Unclassified Excavation	350	21,000
9.1	2	EA	Wet/Modified Mine Seal	8,000	16,00000
9.2	2	EA	Bate Gate Pipe/Seal	11.00000	11,00000
9.3	110	LF	Mine Seal Conveyance Pipe (12" PVC SDR-35)	4000	4400=
9.4	20	EA	Soda Ash Briquettes (50 LB Bags)	30-	600-
11.1	100	LF	4' x 4' Underdrain	1 5700	5700
11.2	20	LF	Underdrain Conveyance Pipe	3600	72000
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OMB #1029-0119 Expiration Date: 1/31/13

AML CONTRACTOR INFORMATION FORM

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

Part A: General Information
Business Name: 6 WAY 10, In Tax Payer ID No.: 800101563 Address: P.D. 120 x 3243 City: 5 N 1350 State: NV Zip Code 2 (435 Phone: 204-) 34-4347 Fax No.: 54-739-4401 E-mail address: 1 W 10 W 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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,
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.
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.
Date Signature Title
C. Marin formation in

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.

p.21

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Contractor's Business Name: ONGIA Up Tr

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;

Cowgirl Up Inc

- 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	
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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.



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

STATE OF WV
COUNTY OF TAYLOR , TO-WIT:
I, Incl. Woodel, after being first duly sworn, depose and state as follows:
1. I am an employee of OWGIY OF The ; and, (Company Name)
2. I do hereby attest that COWGIY (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. OWAIT LO, Try (Company Name)
By: ImaR Waddel
Title: President
Date: 10/13///
Taken, subscribed and sworn to before me this 131+ day of COBER.
OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC BARBARA SPENCER ROUTE 1 BOX 67A Fleenbryton, WV 26347 Fleenbryton, WV 26347
Ny commission explies February 28, 2016 自由中央

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

Rev March 2009

RFQ No. DEP 15548 22

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.

nission expires February 28, 2016 THING AND LANDWING THEY HART BANDAN AND LANDWING

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE
Vendor's Name: OWAIT Up of Cold Date: 10-18-11
Authorized Signature:
State of
County of TAYLOR, to-wit:
Taken subscribed, and sworn to before me this O day of O local
My Commission expires FEBRUARY 28, 2010, 20
NOTARY PUBLIC LANGUAGE SPACES
NOTARY PUBLIC CONTROL SEAL STATE OF WEST VIRGINA HOTARY PUBLIC SARBATA SPENCER ROUTE 1 BOX 57A Springling, WY 25M 7

AVS Form.txt

Date: 2-Dec-2004

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Applicant Violator System
Organizational Family Tree (OFT)

Time :13:20:25 Page: 1

(155180) COWGIRL UP INC

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