



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  
**DEP15719**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**GUY NISBET**  
**304-558-8802**

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>01/25/2012</b>				

BID OPENING DATE: **03/08/2012**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>0001</b>	<b>1</b>	<b>JB</b>		<b>962-73</b>		<b>\$ 826,550<sup>00</sup></b>
<b>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</b>  THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 4-ACRE ABANDONED MINE PROJECT KNOWN AS THE "NELLIS (SMITH) DRAINAGE" PROJECT. THE SITE IS LOCATED IN NELLIS, WEST VIRGINIA, (BOONE CO.). A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 02/22/12 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND TH MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.  AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN						

**RECEIVED**  
**2012 MAR 20 PM 3:18**  
**WV PURCHASING DIVISION**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Nuite S. Freshour*      TELEPHONE: **372-4378**      DATE: **3-8-12**

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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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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**CHARLESTON, WV**  
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01/25/2012				

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<p>ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE MORE THAN 15 MINUTES AFTER THE BEGINNING OF THE PREBID WILL NOT BE PERMITTED TO SIGN IN OR PARTICIPATE.</p> <p>DIRECTIONS TO PREBID:</p> <p>FOLLOW I-64 TO EXIT 58A IN CHARLESTON. TAKE OAKWOOD EXIT (58A) AND TRAVEL SOUTH ON RT. 119 (CORRIDOR G). TRAVEL SOUTH ON CORRIDOR G APPROXIMATELY 23.2 MILES TO CR6 (CAMP CREEK ROAD). TURN LEFT ON CR6 AND TRAVEL APPROXIMATELY 5.4 MILES TO CR1 (NELLIS ROAD). TURN LEFT ON CR1 (NELLIS ROAD) AND TRAVEL APPROXIMATELY 3.7 MILES TO NELLIS. TURN LEFT IN NELLIS AT DNR BROWN FORK CREEK WMA SIGN AND TRAVEL APPROXIMATELY 1/2 MILE TO SITE ON LEFT.</p> <p>CONTACT &amp; PHONE #: MARK PROCTOR, 304-465-1910</p> <p>PLANS &amp; SPECS MAY BE OBTAINED BY THE FOLLOWING METHODS:            1) BY REQUEST, ON CD FROM THE WV DEPT. OF ENVIRONMENTAL PROTECTION, OFFICE OF AML &amp; R, WITH NO CHARGE TO THE CONTRACTOR FOR THE CD OR MAILING. CALL LAWRENCE BURGESS, PH. 304-926-0499, EXT. 1668 OR 304-926-0485 TO ORDER CD.</p> <p>2) PLANS AND SPECIFICATIONS WILL BE MADE AVAILABLE, ON CD, TO PRINT COMPANIES IN CHARLESTON, CLARKSBURG, AND OTHER AREAS UPON REQUEST.</p> <p>*****THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PRINTING COSTS.*****</p> <p>EXHIBIT 5</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike D Freshour</i>	TELEPHONE <i>372-4378</i>	DATE <i>3-8-12</i>
TITLE <i>PRESIDENT</i>	FEIN <i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<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 COMPLAINEE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BOONE 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Mike D. Frushour</i>	TELEPHONE	372-4378	DATE	3-8-12
TITLE	PRESIDENT	FEIN	55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike D. Frushon</i>	TELEPHONE <b>372-4378</b>	DATE <b>3-8-12</b>
TITLE <b>PRESIDENT</b>	FEIN <b>55-0762758</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES &amp; 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>(1) NOTICE TO PROCEED:            THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.</p> <p>(2) GUARANTEE AND MAINTENANCE:            (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE</p>						

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SIGNATURE <i>Meite S Freshour</i>	TELEPHONE 372-4378	DATE 3-8-12
TITLE <i>PRESIDENT</i>	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIATED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.</p> <p>(B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(3) TERMINATION:          (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT 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.</p> <p>(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO:          (A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE.          (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.</p>						

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SIGNATURE <i>Maiko D Freshorn</i>	TELEPHONE <i>372-4378</i>	DATE <i>3-8-12</i>
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<p>(5) TECHNICAL SPECIFICATIONS:            ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "NELLIS (SMITH) DRAINAGE" PROJECT. SAID PLANS &amp; SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 22 DRAWINGS AS PREPARED BY CIVIL TECH ENGINEERING, INC.</p> <p>(6) PAYMENTS AND COMPLETION:            THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.</p> <p>(7) APPLICATION FOR PARTIAL PAYMENT:            THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p>						

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/25/2012				

BID OPENING DATE: **03/08/2012**                      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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 DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meife S. Freshour</i>	TELEPHONE <i>372-4378</i>	DATE <i>3-8-12</i>
TITLE <i>PRESIDENT</i>	FEIN <i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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





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

# Request for Quotation

RFQ NUMBER  
**DEP15719**

PAGE  
**10**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**GUY NISBET**  
**304-558-8802**

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/25/2012				

BID OPENING DATE: **03/08/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>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 &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike S Freshour</i>	TELEPHONE <i>372-4378</i>	DATE <i>3-8-12</i>
TITLE <i>PRESIDENT</i>	FEN <i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
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# Request for Quotation

RFQ NUMBER
DEP15719

PAGE
11

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

VENDOR

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

SHIP TO

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 601 57TH STREET SE  
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 25304      304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/25/2012				

BID OPENING DATE: **03/08/2012**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>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 FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA.</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Meika D Freshour</i>	TELEPHONE	<i>372-4378</i>	DATE	<i>3-8-12</i>
TITLE	<i>PRESIDENT</i>	FAX	<i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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









State of West Virginia  
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# Request for Quotation

RFO NUMBER  
**DEP15719**

PAGE  
**13**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**GUY NISBET**  
**304-558-8802**

VENDOR

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

SHIP TO

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

DATE PRINTED <b>01/25/2012</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **03/08/2012**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 3 .....					
	NO. 4 .....					
	NO. 5 .....					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... <i>Meike S. Freshour</i> ..... SIGNATURE            ..... <i>EAGLE EXCAVATION INC</i> ..... COMPANY            ..... <i>3-8-12</i> ..... DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike S. Freshour</i>	TELEPHONE <i>372-4378</i>	DATE <i>3-8-12</i>
TITLE <i>PRESIDENT</i>	FEIN <i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

RFQ NUMBER  
**DEP15719**

PAGE  
**14**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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**CHARLESTON, WV**  
**25304      304-926-0499**

DATE PRINTED <b>01/25/2012</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **03/08/2012**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ----- GN-23 -----</p> <p>RFQ. NO.: ----- DEP15719 -----</p> <p>BID OPENING DATE: ----- 03/07/2012 -----</p> <p>BID OPENING TIME: ----- 1:30 PM -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  <i>304 372-4378</i></p> <p>VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING:  <i>P.O. Box 218</i>  <i>KENNA, WV 25248</i></p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:  <i>MEIKE D. FRESHOUR</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike D Freshour</i>	TELEPHONE <i>372-4378</i>	DATE <i>3-8-12</i>
TITLE <i>PRESIDENT</i>	FEIN <i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

RFQ NUMBER  
**DEP15719**

PAGE  
**15**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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DATE PRINTED <b>01/25/2012</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **03/08/2012**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:            (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE            THE BID OR ANY DOCUMENTS RELATED THERE TO ON BEHALF OF            THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND            THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT            THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE            AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						
<p>***** THIS IS THE END OF RFQ    DEP15719 ***** TOTAL:</p>						<p><i>#</i>  <u>826,550<sup>00</sup></u></p>

*MDF*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meite D Freshour</i>	TELEPHONE <i>372-4378</i>	DATE <i>3-8-12</i>
TITLE <i>PRESIDENT</i>	FEIN <i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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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: EAGLE EXCAVATION INC. Tax Payer ID No.: 55-0762758  
Address: P.O. BOX 218  
City: KENNA State: WV Zip Code: 25248 Phone: 372-4378  
Fax No.: (304)372-4378 E-mail address: NONE

#### 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, MEIKE D. FRESHOUR, have the express authority to certify that:  
(print name)

- 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.
- \_\_\_\_\_ 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.

3-8-2012                      Meike D. Freshour                      PRESIDENT  
Date                                      Signature                                      Title

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





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# Request for Quotation

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PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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 304-558-8802

\*604150016 304-372-4378

VENDOR

EAGLE EXCAVATION INC  
 PO BOX 218  
 KENNA WV 25248

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 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/05/2012				

BID OPENING DATE: 03/21/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATIO		
				1. Q&A'S FROM PRE-BID MEETING, HELD: 02/22/2012		
				2. DISTRIBUTE PRE-BID SIGN-IN SHEET		
				3. MOVE BID OPENING DATE FROM: 03/08/2012 AT 1:30PM		
				TO: 03/21/2012 AT 1:30PM		
				NO OTHER CHANGES		
				END OF ADDENDUM NO.1		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15719 *****		
				TOTAL:		\$ 826,550 <sup>00</sup>
				<i>MDF</i>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Maite S Freshour</i>	TELEPHONE 372-4378	DATE 3-21-12
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

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



**DEP15719**  
**Nellis (Smith) Drainage**  
**Addendum # 1**

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

Item 2: Q) How is the asphalt repair item paid?

A) The asphalt repair is paid under Item 4.2, per linear foot.

Item 3: Q) What if we have already installed pipe and then encounter utilities that require removal/replacement of that pipe?

A) Prospective bidders are required to examine the locations of the proposed work and to determine, each in their own way, the site and subsurface conditions and difficulties which may be encountered in the prosecution of the same. The submission of a bid shall be prima facie evidence that such examination and determinations have been made by the Bidder. No claims for additional compensation will be considered by the Owner based on obstruction or conditions at the location of the work, which may add to the difficulties or costs of construction, even though such obstructions or conditions are not shown on the contract plans or indicated in the other construction documents. Field adjustments to the project plans will be at the discretion of the Engineer. The contractor shall be solely responsible to correctly locate all existing active underground and overhead utilities at the project sites and take precautions to avoid damage to them. Any existing utility lines damaged by the Contractor shall be replaced by the Contractor or repaired at no cost to the Owner. The Contractor shall notify the utility companies likely to be affected well in advance and before beginning any work within the project sites. In the event of damage to the existing utilities or other facilities, the Contractor shall notify the affected utility Owner(s) and the WVDEP immediately and make, or have made, all necessary repairs and bear the expense thereof and resulting damage caused thereby. It shall be the responsibility of the Contractor to arrange for relocating the utility lines, where required and as directed by the WVDEP, in accordance with the guidelines set forth by the utility company, prior to beginning construction. The Contractor will be reimbursed for actual charges invoiced by the Utility Company, except for utilities that are subject to regulation by the Public Service Commission, in which case, payment will be made directly to the affected utility by the WVDEP. The utility companies (and WVMIS) must be contacted by the Contractor at least one week prior to commencement of construction activities for the purpose of field locating and marking utility owned facilities within the project area. The phone number of the WVMIS Utility location service is 1-800-245-4848.



Item 4: The holes/voids located along the existing piping system are not to be filled. Any damage to the existing piping system will be repaired by the contractor at the contractor's expense. Contractor is responsible for working around these areas and maintaining vehicular access for residents during construction.



Request for Proposal No. DEP15719

Date 02-22-12

Nellis (Smith) Drainage

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>All-Con LLC</u>	<u>124 Phil Pott Ln</u>	PHONE <u>304 731-0190</u>
Rep: <u>David Icicle</u>	<u>Beaver, WV 25813</u>	TOLL FREE
Email Address: <u>DIRLE@ACT-WV.COM</u>	<u>Box 1299</u>	FAX <u>304 255-4232</u>
Company: <u>DCI Services Inc</u>	<u>Bluefield wva 24901</u>	PHONE <u>904-699-5958</u>
Rep: <u>Bob Conleyburg</u>		TOLL FREE
Email Address: <u>Bob Conleyburg@DCIServices.com</u>		FAX <u>904-929-9099</u>
Company: <u>EAGLE EXCAVATION INC.</u>		PHONE <u>304 372 4378</u>
Rep: <u>GEORGE FRESHOUR</u>		TOLL FREE
Email Address: <u>ADAM@</u>		FAX <u>304 372 4378</u>
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 WV 25360</u>	TOLL FREE
Email Address: <u>BARNESEXCA@AOL.COM</u>		FAX <u>304-984-0074</u>
Company: <u>McCourt &amp; Son Const.</u>	<u>2790 Centralia Rd</u>	PHONE <u>304 765-5288</u>
Rep: <u>Emory Long</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address: <u>glong@wireline.com</u>		FAX <u>304 765-5293</u>



Request for Proposal No. DEP15719

Date 02-22-12

Nellis (Smith) Drainage

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Cowgirl Up Inc.</u>	<u>P.O. Box 243</u>	PHONE <u>304-739-4317</u>
Rep: <u>Brian Moore</u>	<u>Simpson, WV 26435</u>	TOLL FREE <u>—</u>
Email Address: <u>DCE_cowgirlup@earthlink.net</u>		FAX <u>-739-4401</u>
Company: <u>Wiseman Excavating Inc</u>	<u>Rt. 1 Box 190</u>	PHONE <u>304-586-3736</u>
Rep: <u>Joe Wiseman</u>	<u>Liberty, WV 25124</u>	TOLL FREE <u>—</u>
Email Address: <u>juwocu12@aol.com</u>		FAX <u>304-586-3789</u>
Company: <u>GREEN MOUNTAIN COMPANY</u>	<u>511 56<sup>th</sup> ST</u>	PHONE <u>304 9250253</u>
Rep: <u>David H. Bowman</u>	<u>Chas WV 25304</u>	TOLL FREE <u>—</u>
Email Address: <u>DHB722@yahoo.com</u>		FAX <u>925-9230</u>
Company: <u>Gary Concret</u>	<u>P.O. Box 803</u>	PHONE <u>304-272-5905</u>
Rep: <u>Steve Carey</u>	<u>Wayne WV 25570</u>	TOLL FREE <u>—</u>
Email Address:		FAX <u>304-272-9017</u>
Company: <u>Carpenter Reclamation</u>		PHONE <u>304-984-1115</u>
Rep: <u>Randy Carpenter</u>		TOLL FREE <u>—</u>
Email Address: <u>Rcarpen103@aol.com</u>		FAX <u>984-2770</u>



Request for Proposal No. DEP15719

Date 02-22-12

Nellis (Smith) Drainage

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Aspen Corporation</u>	<u>2400 Ritter Drive</u>	PHONE <u>304-763-4573</u>
Rep: <u>Ashley Adkins</u>	<u>Daniels WV 25832</u>	TOLL FREE
Email Address: <u>adkins@aspen-golf.com</u>		FAX <u>304-763-4591</u>
Company: <u>Pineville Paving &amp; Excavating Inc.</u>	<u>P.O. Box 1290</u>	PHONE <u>304-732-8303</u>
Rep: <u>Tony Bradford</u>	<u>Pineville WV 24874</u>	TOLL FREE
Email Address: <u>Tonypp@aol.com</u>		FAX <u>304-732-7855</u>
Company: <u>Breakaway Inc.</u>	<u>1075 Old Turnpike Rd</u>	PHONE <u>765-5317</u>
Rep: <u>Doug Vineent</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address: <u>doug@breakawaywv.com</u>		FAX <u>765-5309</u>
Company: <u>Mountain Haus Properties Inc.</u>	<u>1805 Smith Rd</u>	PHONE <u>304-545-0408</u>
Rep: <u>Mike Jarrett</u>	<u>Charleston WV 25314</u>	TOLL FREE
Email Address: <u>mike.jarrett@yaho.com</u>		FAX
Company: <u>ESMER &amp; ASSOCIATES, INC.</u>	<u>P.O. Box 422</u>	PHONE <u>304-779-2131</u>
Rep: <u>Dan Phillips</u>	<u>BOWSER, WV 25031</u>	TOLL FREE
Email Address: <u>d.phillips@esmerassociates.com</u>		FAX <u>304.779-2859</u>



Request for Proposal No. DEP15719

Date 02-22-12

Nellis (Smith) Drainage

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Thaxton Const Co Inc</u>		PHONE <u>304 984 2299</u>
Rep: <u>Dale Thaxton</u>		TOLL FREE <u>304 984 2834</u>
Email Address: <u>PO Box 13275 Charleston WV 25312</u>		FAX _____
Company: <u>Walters Excavating</u>		PHONE <u>(304) 617-4610</u>
Rep: <u>David Walters</u>		TOLL FREE _____
Email Address: <u>walter15@marshall.edu</u>		FAX <u>(304) 743-3665</u>
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____



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

STATE OF WEST VIRGINIA,  
COUNTY OF Kanawha, TO-WIT:

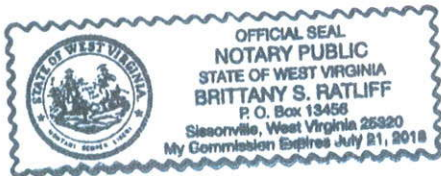
I, GEORGE FRESHOUR, after being first duly sworn, depose and state as follows:

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: 3-19-2012

Taken, subscribed and sworn to before me this 19<sup>th</sup> day of March, 2012

By Commission expires July 21, 2018

(Seal)

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.**



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Eagle Excavation Inc.

Authorized Signature: Dennis George Freshour Date: 3-19-2012

State of West Virginia

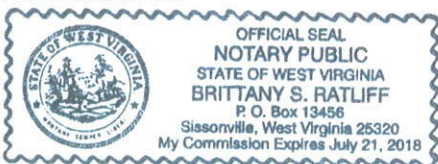
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 19 day of March, 2012

My Commission expires July 21, 2018

Brittany S. Ratliff  
NOTARY PUBLIC

**AFFIX SEAL HERE**



[HOME](#)   
 [ENTITY](#)   
 [APPLICATION](#)   
 [PERMIT](#)   
 [VIOLATION](#)   
 [MAINTENANCE](#)  
[Back to Search](#)   
 [New Entity](#)   
 [Update Entity](#)   
 [Evaluate](#)   
 [Delete Entity](#)   
 [Entity DFT](#)   
 [Link DFT](#)

**Entity Number** 150896  
**Entity Name** Eagle Excavation Inc  
**\* First Name**  
**Middle Name**  
**Alias**  
**Tax ID** 550762758  
**Memo** AML CONTRACTOR  
**Created** 7/18/2001  
**Updated** 3/29/2002  
**Source** avsky019  
**EntityType** Business

[Addresses](#)   
 [Relationships](#)   
 [Applications](#)   
 [Permits](#)   
 [Comments](#)

New Relationship

Parent Entity	Sub-Entity	Description	To Ownership	Begin Date	End Date
Select 150896 Eagle Excavation Inc	139730	Freshour Maple Dr		7/20/2001	
Select 150896 Eagle Excavation Inc	139730	Freshour Maple Dr			
Select 150896 Eagle Excavation Inc	157116	Roush Jeske Ave			



**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  
DEP15719 - Nellis (Smith) Drainage - According to Plans & 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  
8th day of March, 2012.

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: Patricia A. Moyer  
Patricia A. Moyer, WV Resident Agent Attorney-in-Fact

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



**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. Moye, 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 31<sup>st</sup> day of March, 2011.

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

Corporate Seals



By: [Signature]  
Daniel P. Aguilar, Vice President

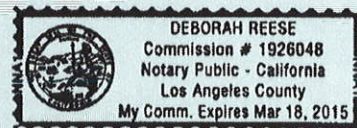
State of California

County of Los Angeles SS:

On this 31<sup>st</sup> 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 8<sup>th</sup> day of March, 2012

Corporate Seals



Bond No. Bid  
Agency No. 12116

[Signature]  
Jeannie J. Kim, Assistant Secretary