



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
DEP13573

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Carpenter Reclamation
 P.O. Box 13015
 Sissonville, WV 25360

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
02/08/2007				
BID OPENING DATE: 03/27/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73	\$	1,475,502.00
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS PER THE SPECIFICATIONS BELOW AND ATTACHED.</p> <p>SPECIAL RECLAMATION/BOND FORFEITURE PROJECT</p> <p>THE PURPOSE OF THE CONTRACT IS TO PERFORM LAND RECLAMATION ON THE MINING OPERATION OF BUFFALO COAL COMPANY, NOW UNDER REVOKED PERMIT NUMBER(S) S-2023-92.</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 03/01/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR DAVIS, WV, IN TUCKER COUNTY AND CONSISTS OF APPROXIMATELY 22 ACRES. (DETAILED MAP AND DIRECTIONS INCLUDED IN SPECIFICATIONS.)</p> <p>PROJECT CONTACT PERSON:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Kelley Carpenter</i>	TELEPHONE	304 984 1115	DATE	3/27/07
TITLE	President	FEIN	550693493	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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F O B destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



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<p>ATTN: JIMMIE B. SECKMAN JR. DEPT. OF ENVIRONMENTAL PROTECTION/DLR/SPECIAL REC. 105 S RAILROAD STREET, SUITE 301 PHILIPPI, WV 26416 (304) 457-4588 EXT. 3260</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, PURCHASING DIVISION.</p> <p>EXHIBIT 5</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 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 TUCKER COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</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>						

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<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 PERFORMANCE AND LABOR & MATERIAL 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/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>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 11/00			CONTRACTORS LICENSE		
	<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. 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:</p> <p>CONTRACTORS NAME - <i>CARPENTER Reclamation</i></p> <p>CONTRACTORS LICENSE NO. - <i>WV 007728</i></p> <p>THE SUCCESSFUL BIDDER WILL 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 RULE 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</p>					

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<p>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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS %20 OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES</p>						

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<p>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 & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND 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</p>						

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<p>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 AND THE STATE AUDITOR'S OFFICE. 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;">REQUISITION NO.: DEP13573</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p>						

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SIGNATURE <i>Kc</i>	TELEPHONE	DATE <i>3/27/07</i>
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NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p style="text-align: center;"> <i>Kelley Carpenter</i> SIGNATURE <i>Carpenter Reclamation</i> COMPANY 3/27/07 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;"> DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 </p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE 304 984 1115	DATE 3/27/07
TITLE <i>President</i>	FEIN 55-0693493	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: CB-23 RFQ. NO.: DEP13573 BID OPENING DATE: 03/27/2007 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>304-984-2770</u> CONTACT PERSON (PLEASE PRINT CLEARLY): ***** THIS IS THE END OF RFQ DEP13573 ***** TOTAL: <u>4,475,502.00</u>						

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BUYER CB-23	PAGE 010	REQ. LP PO NO DEP 13573
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
 Rev. 1/29/02 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 Buffalo Coal Company, Permit S-2023-92 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 project sign is to be obtained and installed at the beginning of work. If, fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered.
- 2 Storm water management as described in bid item #3.0 shall be installed (described locations)
- 3 Concurrent and continuous reclamation shall begin at a point as shown on the site plan. Backfilling is required for the highwall pit area. Regrading and topsoiling is required for 22 acres of the permitted area. Revegetation is required for 22 acres of the permitted area. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
- 4 Eliminate highwall pit area by backfilling and regrading with on site materials.
- 5 Eliminate one pond on the permit area.
- 6 Remove structures and debris from site.
- 7 Revegetate 22 acre area with seed, lime, fertilizer, and mulch.
- 8 Construct riprap ditch to control run-off.
- 9 Any other site specific items required.

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.

DBS
1/24/07

David B. McCoy
 Registered Professional Engineer WY No 14375



Date: 1-16-2007

¹ The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

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 VENDOR: CARPENTER RECLAMATION

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>BUFFALO COAL COMPANY</u>				
PERMIT NUMBER: <u>S-2023-92</u>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>50,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1.00</u>
3.0	500 LF	<u>HAYBALE DIKE</u> (Max Bid \$5.00 Per LF)	\$ <u>3.00</u> PER LF	\$ <u>1,500.00</u>
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>1.00</u>
5.0	22 AC	<u>REGRADING AND TOPSOILING</u>	\$ <u>60,000.00</u> PER ACRE	\$ <u>1,320,000.00</u>
6.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>1,000.00</u>
7.0		<u>REVEGETATION</u>		
7.1	22 AC	<u>AGRICULTURAL LIME</u>	\$ <u>1,000.00</u> PER ACRE	\$ <u>22,000.00</u>
7.2	22 AC	<u>FERTILIZER</u>	\$ <u>1,000.00</u> PER ACRE	\$ <u>22,000.00</u>
7.3	22 AC	<u>MULCH</u>	\$ <u>1,000.00</u> PER ACRE	\$ <u>22,000.00</u>
7.4	22 AC	<u>VEGETATIVE SPECIES</u>	\$ <u>1,000.00</u> PER ACRE	\$ <u>22,000.00</u>
8.0	1000 LF	<u>TRAPEZOIDAL RIPRAP DITCH</u>	\$ <u>15.00</u> PER LF	\$ <u>15,000.00</u>
TOTAL PERMIT <u>S-2023-92</u>				\$ <u>1,475,502.00</u>

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BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION/DEMobilIZATION/PROJECT SIGN

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.

MOBILIZATION

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.

DEMobilIZATION

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.

PAYMENT

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 HAYBALE DIKE

Disturbed areas, which have storm water runoff that does not pass through a sediment control structure, shall utilize the following method to manage storm water runoff: Max Bid of \$5.00/LF of Hay Bale Dike.

- 1 All bales shall be placed on the contour.
- 2 Bales shall be placed in a row with ends tightly abutting the adjacent bales.
- 3 Bales shall be securely anchored in place by stakes or rebar driven through the bales. Rebar to be removed at the direction of DEP. The first stake in each bale shall be driven toward previously laid bale to force the bales together. Construction of sediment control sumps (paid under Bid Item 5.0) may become necessary to supplement the hay bale dikes.

4.0 BACKFILLING

Areas of this project subject to backfilling to achieve the post-mining land-use shall: be accomplished in a continuous concurrent manner on all surface disturbances within the original permit and associated disturbed areas as existing at bid showing; be filled by mechanical methods to eliminate highwall and rock outcropping, to produce slopes of consistent lines and of the approximate original contour; be free of protruding rock and debris; be

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compacted in a progressive backfilling manner with mechanical equipment to ensure stability of backfill material. The maximum acceptable slope of any backfill face shall not exceed two (2) horizontal to one (1) vertical, unless otherwise stated. Backfilling shall cease during periods of adverse site conditions (For example: excessive soil moisture)

5.0 REGRAIDING AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall distribute topsoil or the best available material to support vegetation, as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner. This item shall include the elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps, the grading of spoil and/or fill materials. The pond near SR 32 will be eliminated under this bid item and is included as part of the 22 acre area to be reclaimed. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Topsoil presently stockpiled on site shall be preserved and spread on the fill surface. In the absence of stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

6.0 STRUCTURE AND/OR DEBRIS REMOVAL

All existing man-made items particular to the site and not to be utilized in the total reclamation of this site shall be demolished (if necessary) and disposed of in a legal manner. All iron, steel, aluminum, or any other metal, plastic, or any other man made material, including but not limited to I-Beams, Angle Iron, Channel Iron, Corrugated Metal, Flat Metal, Floc Drums, Grease Drums, Pipe or Conduit is to be dismantled, removed and properly disposed of off site and according to state, local, and federal requirements.

7.0 REVEGETATION

The actual seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the Department of Environmental Protection. Contractor shall provide equipment as necessary to secure approval of the seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, but no additional monetary compensation will be awarded. Areas outside the limits of construction, disturbed by the contractor, shall be revegetated by the contractor at no expense to DEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the DEP Specialist. It shall be the vendor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation is established. The acreage quantities in this contract are for bidding purposes only.

A warranty period of one (1) year shall commence upon completion and payment of the revegetation item of the contract. No payment will be made for additional seeding necessary to comply with warranty requirements. The warranty period will be extended for one (1) year from the date of the last augmented seeding done by the contractor. The performance bond and labor and materials bond shall remain in effect throughout the warranty period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

Equipment for the retracking/scarification to eliminate rills and gullies shall be mobilized and utilized to

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7.4 VEGETATIVE SPECIES

Seeding rate required is for pure live seed (pls) in pounds per acre. The use of annuals or cover crops will not be considered for vegetative success.

NORTH MIX

<u>VEGETATIVE SPECIES</u> ¹	<u>RATE/ACRE</u> ¹
Orchard Grass	@ 15 lbs/acre
Birdsfoot Trefoil ²	@ 15 lbs/acre
Yellow Sweet Clover	@ 5 lbs/acre
Red Clover	@ 10 lbs/acre
Ky 31 Fescue	@ 15 lbs/acre
Foxtail Millet ³	@ 12 lbs/acre
Wheat or Rye ⁴	@ 50 lbs/acre
Black Locust ⁵	@ 3 lbs/acre

- 1 Seeding rate suggested is for pure live seed (pls) in pounds per acre
- 2 Herbaceous legumes must be treated with the appropriate bacterium before seeding
- 3 Spring mix
- 4 Fall mix
- 5 Black locust used only for woodland land use

8.0 TRAPEZOIDAL DITCH

Provide all materials, excavate and construct the trapezoidal ditch as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. R-5 limestone riprap shall be used in construction of the ditch. Ditches shall be free draining upon completion of construction. The length of channel may be adjusted to meet on site conditions. Payment shall be made by the linear foot of ditch installed.

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GENERAL PERFORMANCE STANDARDS

INTRODUCTION

The performance standards and non-compliance penalties which govern special reclamation-bond forfeiture projects are in Chapter 22A, Article 3, of the Code of West Virginia and subsequent rules and regulations. The following performance standards are of a general nature and do not represent all the performance standards applicable to a special reclamation-bond forfeiture project. However, some or all of these standards will pertain to each project.

BACKFILLING

- 1 Unless otherwise noted, the highwall shall be eliminated and the disturbed area graded to the approximate original contour.
- 2 The material used to backfill and eliminate the highwall shall be sufficiently compacted so as to insure stability of the backfill throughout the warranty period.
- 3 The land above the highwall shall not be disturbed unless otherwise directed.
- 4 The best available material to support vegetation, sufficient to establish a permanent vegetative cover and to achieve the approved post mining land use, shall be used.

BLASTING

The performance standards of the blasting regulations must be adhered to.

LIFE OF CONTRACT

The purchase order contract becomes effective on the starting date as specified in the notice to proceed as issued by the Department of Environmental Protection. This contract extends for a period of one (1) year and may be renewed until such "reasonable time" thereafter as is necessary to complete the payment therefor. A responsible Contractor's Agent shall be on the site at all working times who demonstrates a knowledge of mined land reclamation, contract requirements and responds to DEP (owner) inspections.

WORK PERFORMANCE PERIOD

The work performance period is a defined portion of the contract in which all items shall be completed. The work performance period is to be performed within 365 calendar days. Extensions may be granted based upon contractor's performance, weather conditions and site-specific site conditions.

NOTICE TO PROCEED

A notice to proceed shall be issued to the Contractor by the project contact person for the Department of Environmental Protection. Actual construction may only begin after a Notice to Proceed is given and as specified. Such notice shall specify the starting date of the Purchase Order, the work performance period, and the completion date of the work performance period.

PRE-CONSTRUCTION CONFERENCE

The Contractor in possession of the awarded purchase order shall schedule a Pre-Construction Conference on the site within ten (10) days after receiving the Notice To Proceed. The Contractor's foreman or the on-the-ground supervisor must be in attendance.

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GENERAL SUPERVISION - This contract is under the general supervision of the West Virginia Department of Environmental Protection's contact person for the purpose of contract compliance inspection only. Contractor shall supervise work being conducted at all times. All services rendered by the Engineer/Contact Person consist of professional opinions and recommendations made in accordance with generally accepted engineering practice. Under no circumstances is it the intent of the Engineer/Contact Person to directly control the physical activities of the Contractor or the Contractor's workmen's accomplishment of work on this project.

CONTRACTOR RESPONSIBILITY

The contractor is responsible for compliance with all aspects of this written contract. No changes will be honored without prior approval from the Program Supervisor.

SILENCE OF SPECIFICATIONS

The apparent silence of these Specifications, Supplemental Specifications, plans and Special Provisions as to any detail, or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only material and workmanship of acceptable quality are to be used.

LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees, whether by themselves, their subcontractors or their employees.

PERMITS, LICENSES AND TAXES

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

CONCURRENT RECLAMATION

Reclamation of this project shall commence at a definite point as defined and shall progress from that point with total reclamation to include backfilling, grading/regrading, and revegetation. Changes may be granted based upon weather or differing site conditions with prior approval.

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FINAL INSPECTION

A final inspection meeting by the Department of Environmental Protection's Specialist and the contractor is required for the construction phase and prior to demobilization

ACREAGE QUANTITIES

The acreage quantities in this contract are for bidding purpose and are set (definite) number for the project area as specified at the pre-bid showing Only surveyed acreage's through figures the Contractor and/or the State develops will be honored to alter these acreage numbers

PAYMENT

Invoices must be submitted on prescribed Department of Environmental Protection, Special Reclamation Program forms and include verification Certified contractor payrolls for operators directly involved in this project and a current workers compensation certificate must accompany each invoice for payment Verification of wage rates may include employee interviews Invoices shall be signed in blue ink so that it is easy to verify that document is an original

MOBILIZATION/DEMobilIZATION shall be invoiced at fifty percent (50%) with the first invoice and the last 50% invoiced after demobilization and acceptance of the road abandonment or final invoice Demobilization must have written approval

SPILL CONTAINMENT AREA shall not exceed \$1,000 00 and will be payable in two payments The first fifty percent (50%) payable with the first invoice and the remainder payable when all fuel tanks, containers and etc , are removed from the site

Lump sum items shall be percentage payments based on work completed at time of invoice and paid upon acceptance by the Department of Environmental Protection

Unit items shall be invoiced by specified units completed and accepted by the DEP

ROAD ABANDONMENT shall be included in the final construction invoice

FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

Time is an essential element of the Contract and it is important that the work be completed within the time specified The cost to the Department of the administration of the Contract, including engineering, inspection and supervision, will increase as the time required to complete the work is increased

The work performance period as specified in the contract's Notice to Proceed shall be complied with or result in liquidated damages Such damages shall be assessed at an amount of two hundred and fifty dollars (\$250 00) per day for each and every day beyond the work performance period as specified in the Notice to Proceed The total amount of daily charges will be deducted from any moneys due the Contractor, not as a penalty but as liquidated damages

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REVEGETATION AND WARRANTY

The seeding date shall be at the discretion of the contractor once an approved seedbed has been prepared. In all cases a permanent vegetative cover capable of supporting the post-mining land use must be established. A warranty period of one (1) year shall commence upon completion and payment of the revegetation item of the contract. No payment will be made for additional seeding necessary to comply with warranty requirements. The warranty period will be extended for one (1) year from the date of the last augmented seeding done by the contractor. The performance bond and labor and materials bond shall remain in effect throughout the warranty period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

Equipment for the retracking/scarification to eliminate rills and gullies shall be mobilized and utilized to produce slopes consistent with the regrading and topsoiling bid item prior to warranty reseeding. No additional payment will be made by DEP for this warranty work.

Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the DEP contact person.

CONTRACT NON-COMPLIANCE

If in the opinion of the Department of Environmental Protection the contract is not in compliance with any line item specification, that portion of the project shall cease until a compliance schedule and understanding is demonstrated in writing and accepted by the Director of Division of Land Restoration.

CONTRACT DELETIONS

Any line item, or any portion thereof, may be deleted when determined by the project contact person that such line item, or portion thereof, is deemed unnecessary for the successful reclamation of this project. No claim for loss of anticipated profits will be considered.

CANCELLATION

The performance of work under contract may be terminated by the State in whole, or from time to time in part whenever the State shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

When contracts, or any portion thereof, are terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed and accepted at the contract unit price. No claim for loss of anticipated profits will be considered. Reimbursement for organization of the work, when not otherwise included in the Contract, and moving equipment to and from the job will be considered where the volume of work completed and accepted is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

Termination of the Contract or a portion thereof shall not relieve the Contractor of his responsibilities for the completed work, nor shall it relieve his surety of its obligation for and concerning any just claims arising out of the work performed.

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 (30) calendar days written notice, (delivered by certified mail, return receipt requested) of intent to terminate. This contract objective is to comply with the reclamation laws of this state and must be expedient to meet the time requirements for reclamation of revoked surface mine permits.

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General Requirements

Project Construction Sign

Work Required

The work to be performed under this Section consists of providing all labor, material and equipment necessary to install a project sign as indicated on the detail included herein and as specified herein

Materials

- (a) Paint. Paint for the project sign shall be one (1) coat Exterior-Grade Wood Primer- Sealer, and two (2) coats Exterior-Grade Enamel by Glidden or equivalent.
- (b) Wood. Sign face shall be 3/4" X 4' X 8' Marine Exterior plywood, and posts and cross braces shall be treated
- (c) Hardware. All hardware shall be manufactured from good, commercial-quality material and be rust resistant such as galvanized coated

Execution

- (a) Project Sign. The signboard shall be cut to the dimensions shown on the details herein. The sign shall be painted with one (1) coat of primer and two (2) coats of white enamel. All exterior cut edges shall be smooth sanded prior to painting. All edges shall be double primed. The letters, border and strips shall be painted as shown on the detail drawing.

The Contractor shall bolt the sign to posts and provide required cross bracing. The posts and sign shall be erected and posts set in gravel base, as shown on the drawings. One (1) sign is required and is to be located at the direction of WVDEP.

- (b) Payment. Payment for the work which shall include installation of the project sign shall be incidental to the lump sum bid item for "Mobilization/Demobilization"

Note: No construction work shall commence prior to the project sign being installed.



Joe Manchin, III
Governor



Stephanie Timmermeier
Cabinet Secretary



Ken Ellison
Director

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

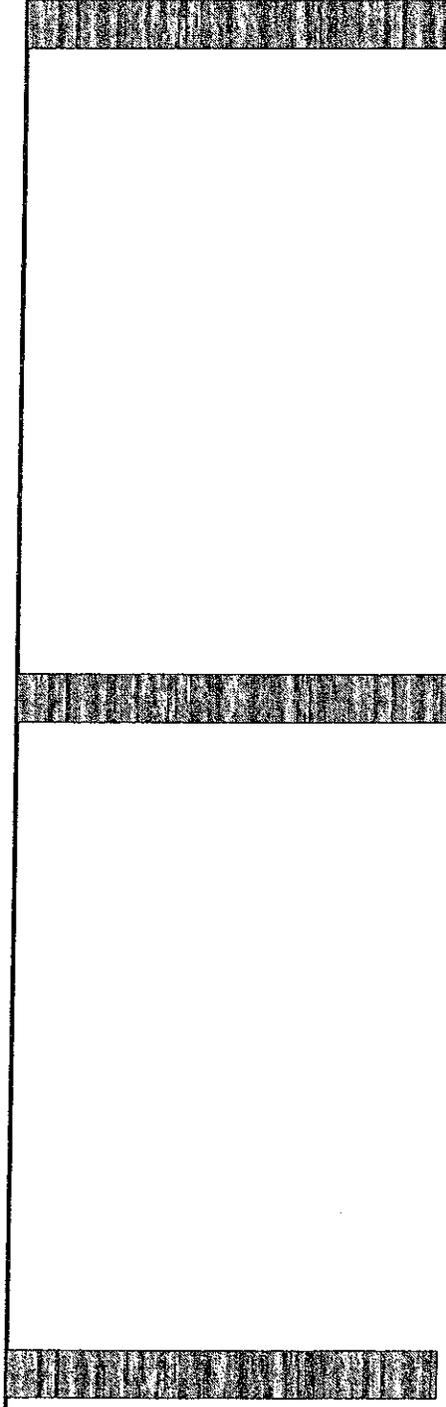
Division of Land Restoration
Office of Special Reclamation

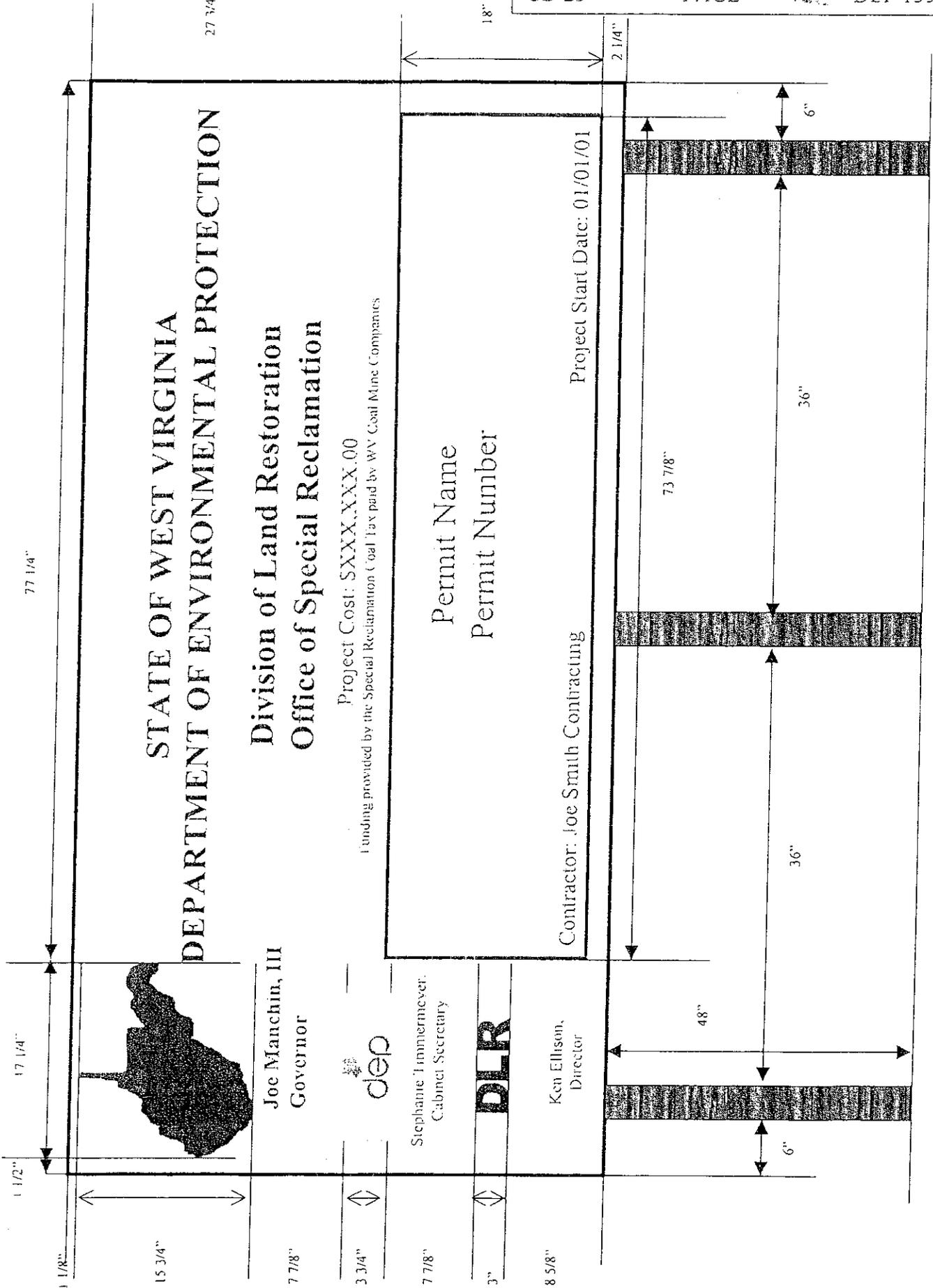
Project Cost: \$XXX,XXX.00
Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

Permit Name
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01



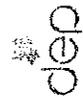


STATE OF WEST VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
 Office of Special Reclamation

Project Cost: SXXX,XXX.00
 Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

Joe Manchin, III
 Governor



Stephanie Immermeier
 Cabinet Secretary



Ken Ellison,
 Director

Permit Name
 Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

77 1/4"

27 3/4"

18"

2 1/4"

17 1/4"

1 1/8"

15 3/4"

7 7/8"

3 3/4"

7 7/8"

3"

8 5/8"

73 7/8"

36"

36"

48"

6"

6"

96"



STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation

Joe Manchin, III
Governor



Stephanie Timme
Cabinet Secretary



Ken Ellison,
Director

Project Cost: \$XXX,XXX.00
Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

Permit Name
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

48"

81 3/8"

7 7/8"

9 3/8"

5 1/2"



STATE OF WEST VIRGINIA

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Joe Manchin, III
Governor



Stephanie Linnemeeyer,
Cabinet Secretary



Ken Ellison,
Director

Division of Land Restoration
Office of Special Reclamation

Project Cost: \$XXX,XXX.00

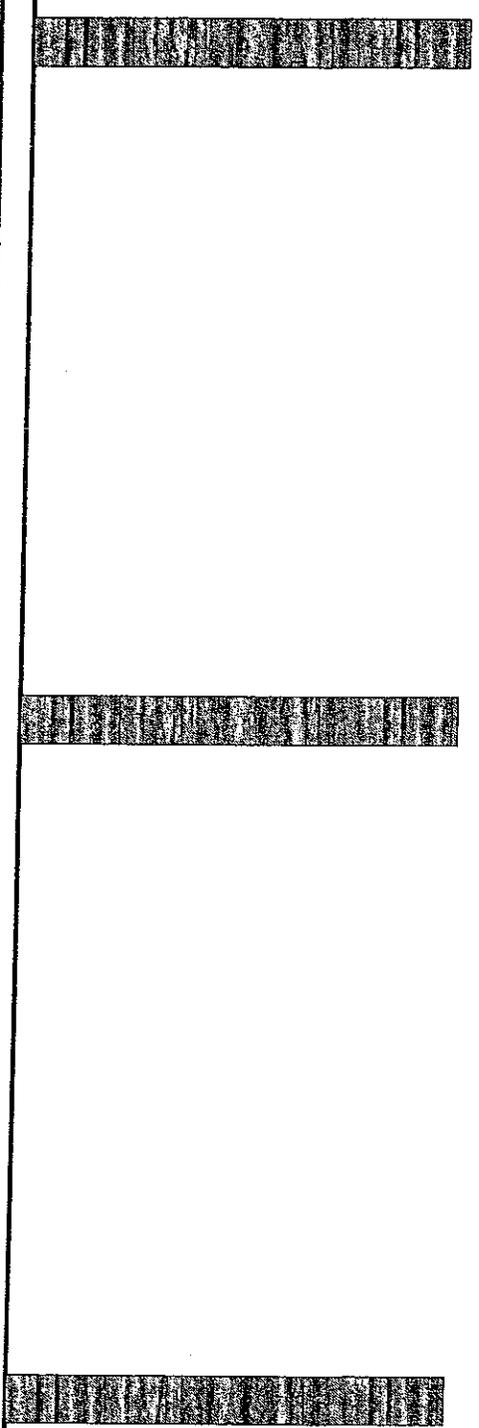
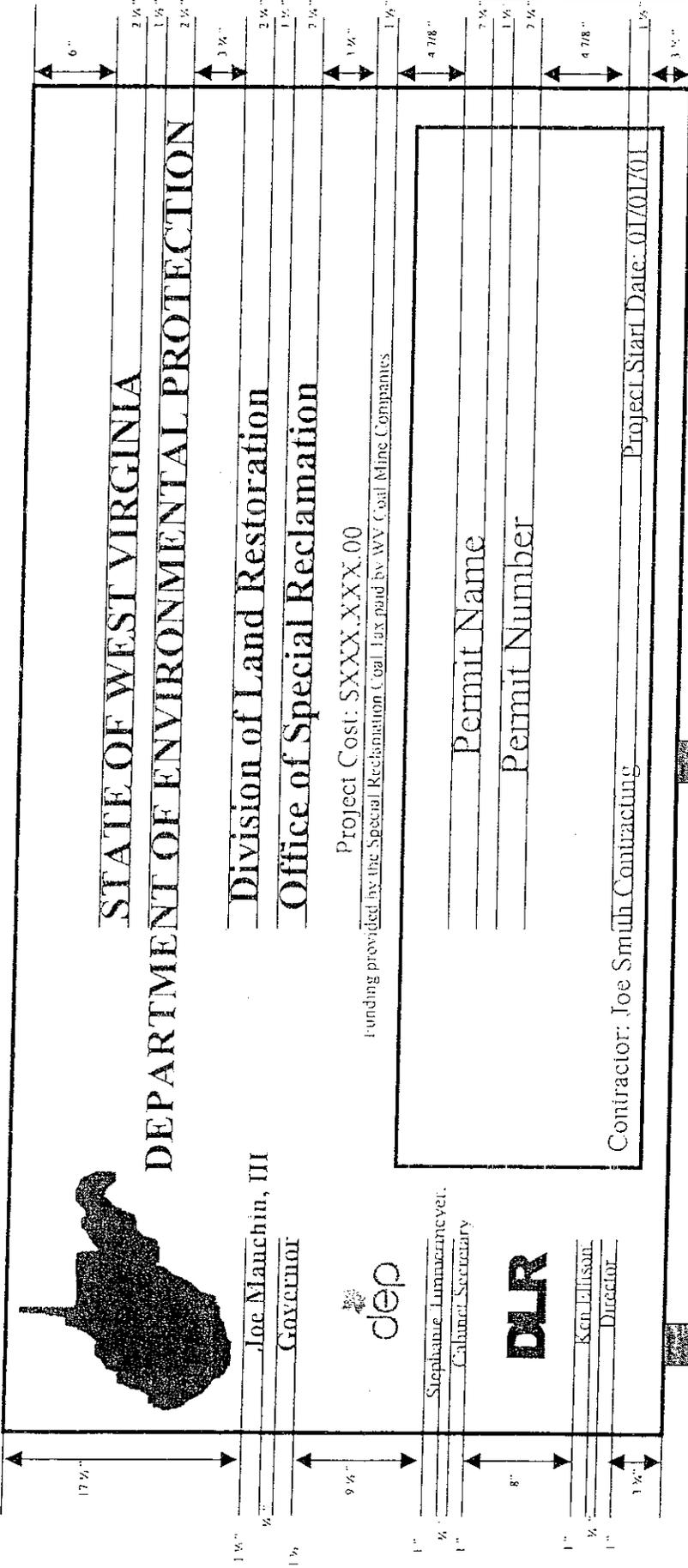
Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

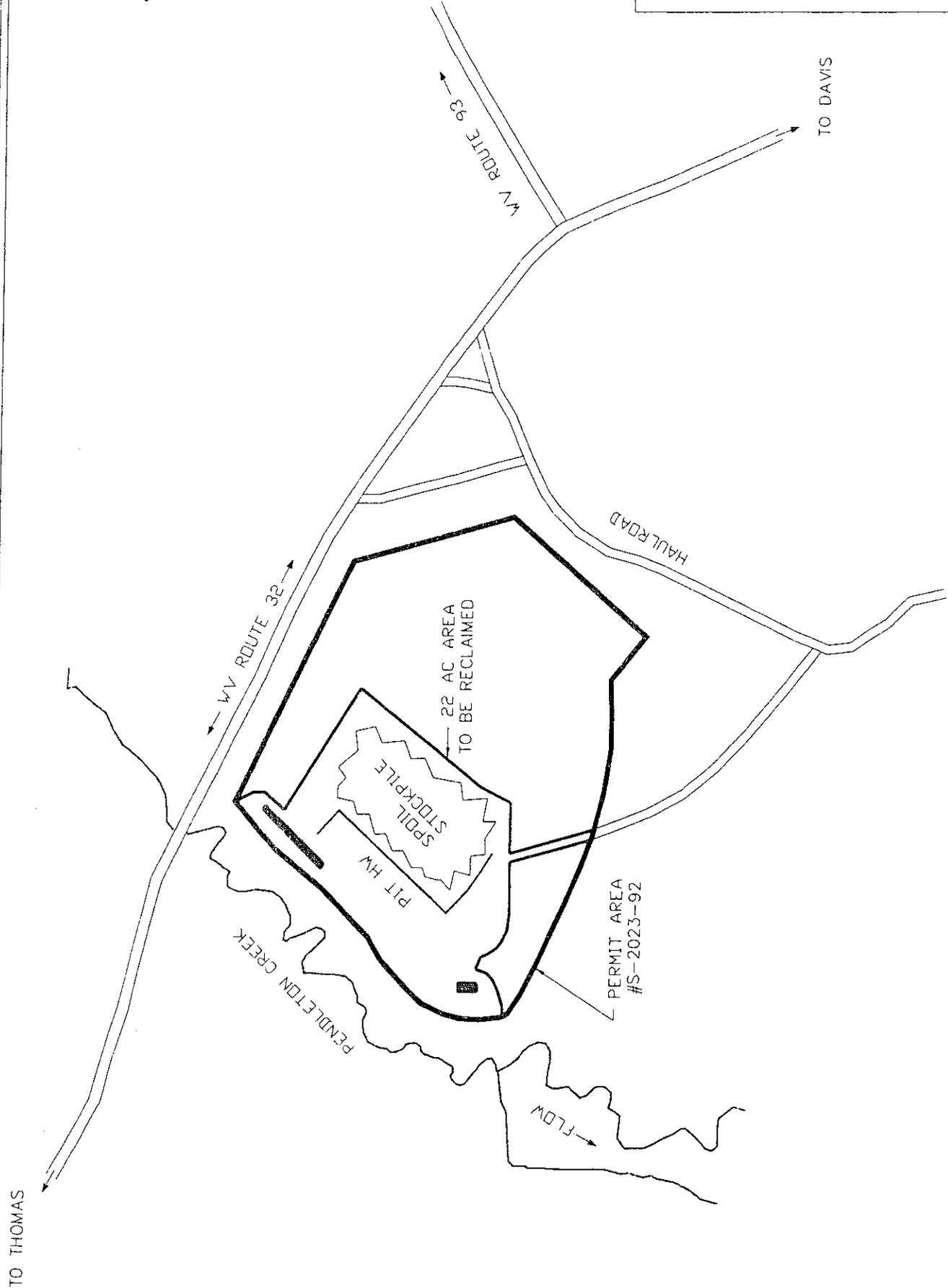
Permit Name

Permit Number

Contractor: Joe Smith Contracting

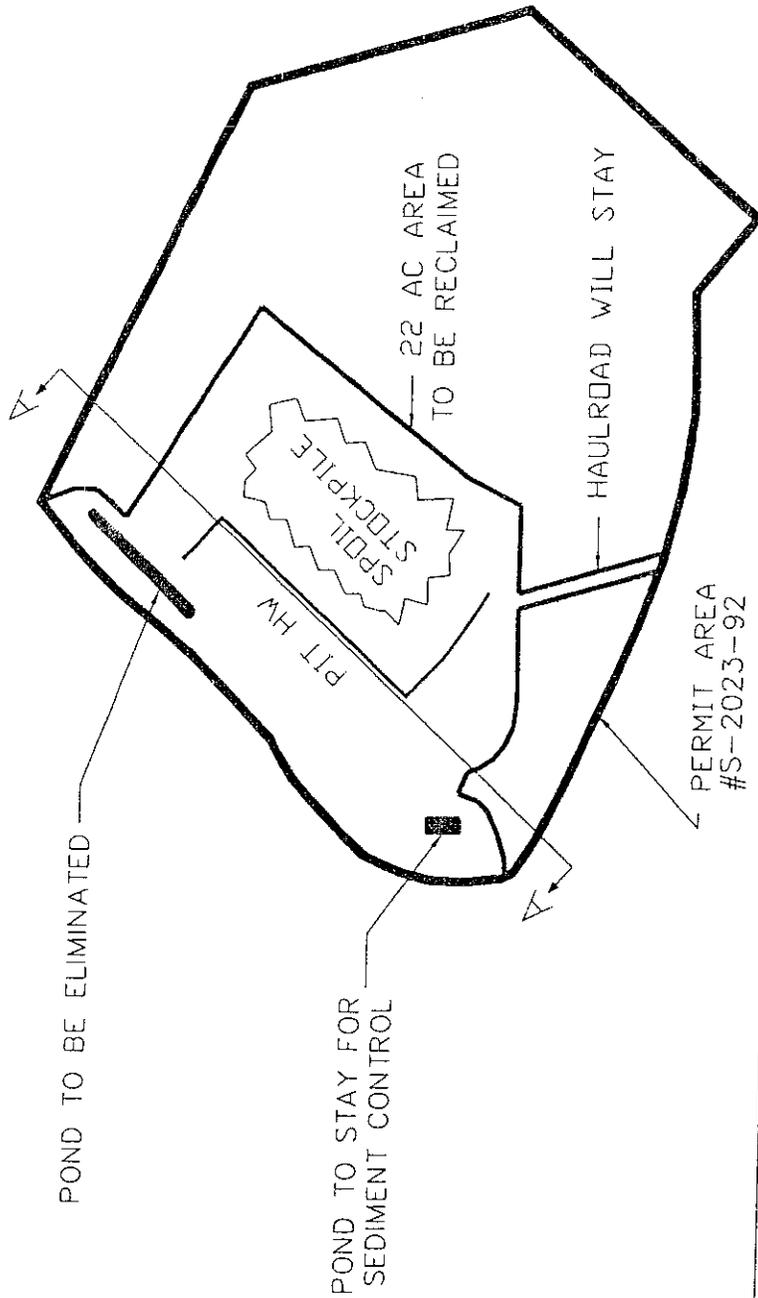
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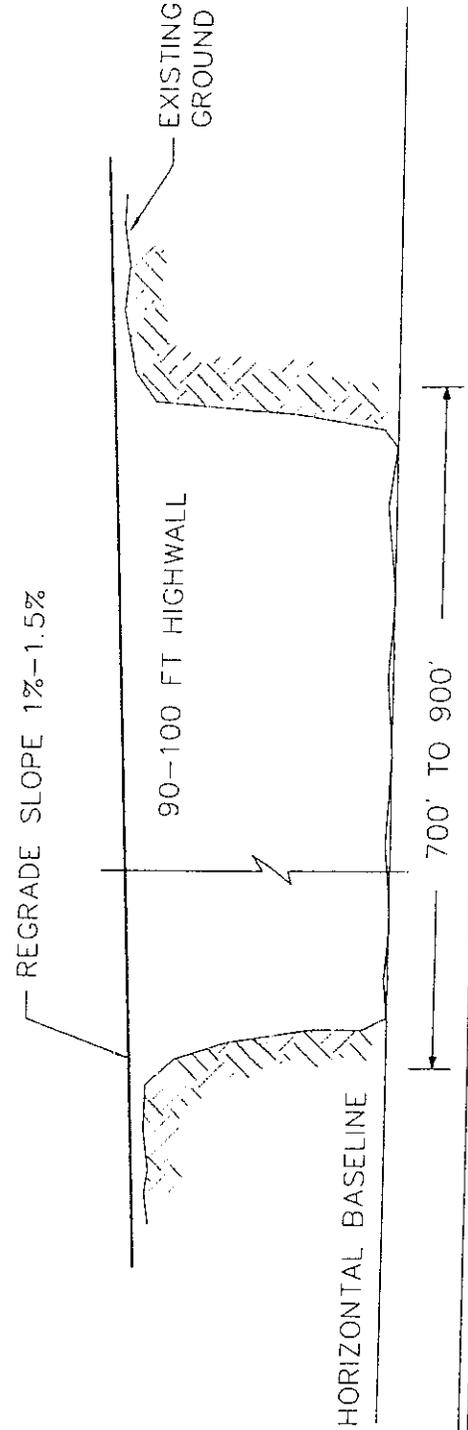
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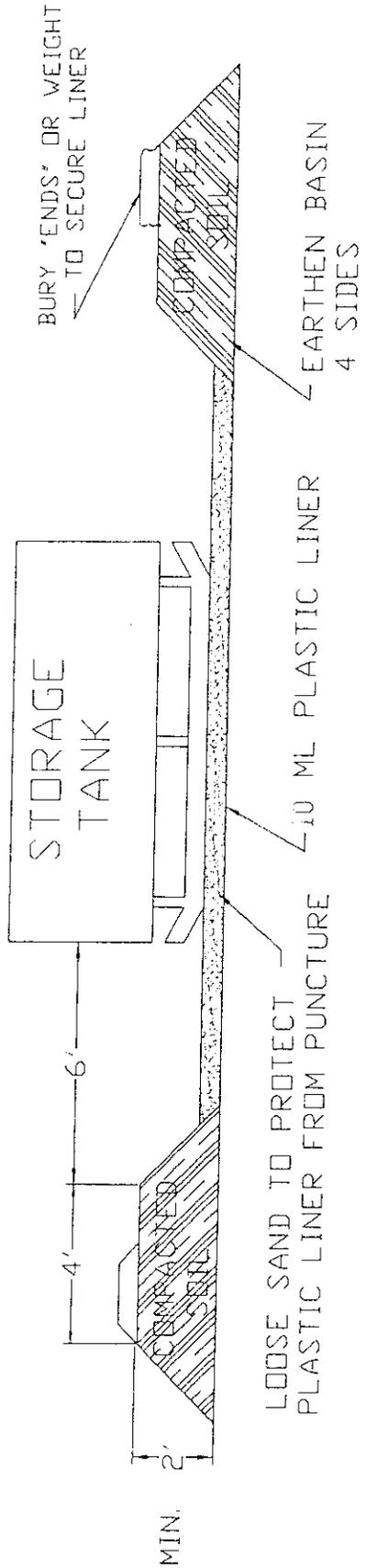
REGRADE CROSS-SECTION



NOT TO SCALE

SECTION A-A





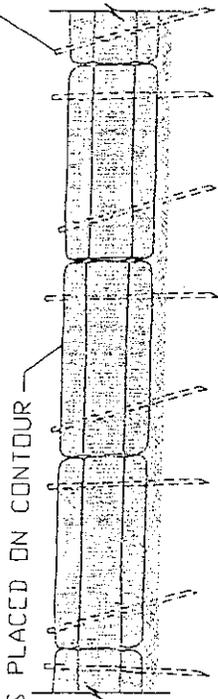
SELECTED HEIGHT OF EARTHEN BERM IS TO BE A TWO (2') FOOT MINIMUM OR ONE HUNDRED TEN PERCENT (110%) OF THE CAPACITY OF THE TANK(S) TOTAL VOLUME WITHIN THE BERM. A SIX (6") INCH FREEBOARD MUST BE INCLUDED.

NOTE. A TWO INCH (2") WATER REMOVAL DRAIN SHALL BE LOCATED AT THE LOWEST POINT IN THE BOTTOM OF THE CONTAINMENT VOLUME. IT SHALL CONNECT TO A NORMALLY CLOSED VALVE OUTSIDE THE DIKE. THE VALVE SHALL BE MANUALLY OPERATED AND PROTECTED FROM UNAUTHORIZED OPERATION. RAINWATER CONTAINED WITHIN THIS DIKE SHALL BE EXAMINED PRIOR TO RELEASE TO ENSURE THAT HARMFUL QUANTITIES OF FUELS AND LUBRICANTS ARE NOT DISCHARGED. ALTERNATE METHODS OF WATER REMOVAL WILL BE CONSIDERED FOR APPROVAL.

TANKS WITH SECONDARY CONTAINMENT MAY BE USED AS AN ALTERNATIVE.

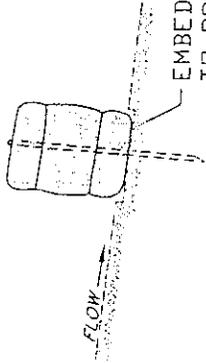
HAY/STRAW BALE DIKE
SEDIMENT CONTROL

BOUND BALES PLACED ON CONTOUR
ANGLE FIRST STAKE TOWARD
PREVIOUSLY LAID BALE



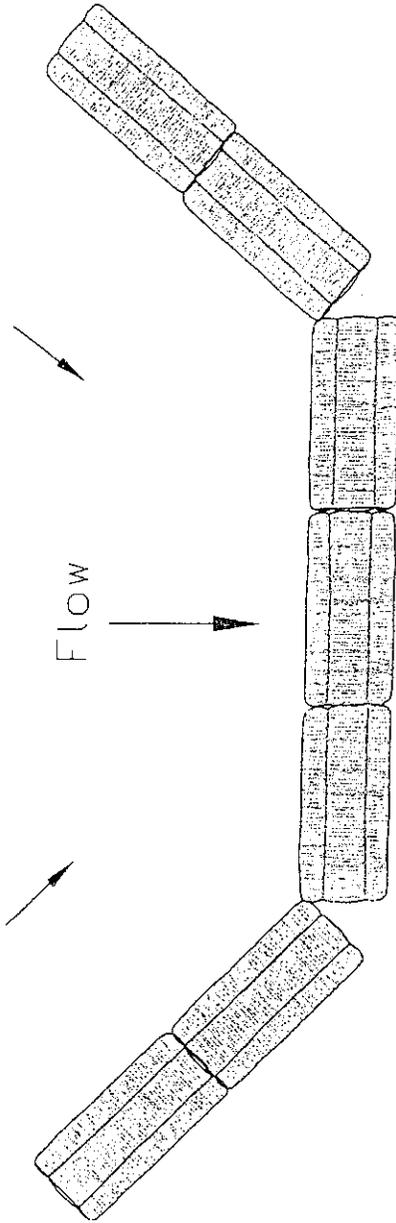
2' x 2' STAKES MINIMUM OF 1' INTO GROUND

ANCHORING DETAIL



EMBEDED AS SITE CONDITIONS DICTATE
TO PREVENT FLOW UNDER BALES.

END VIEW

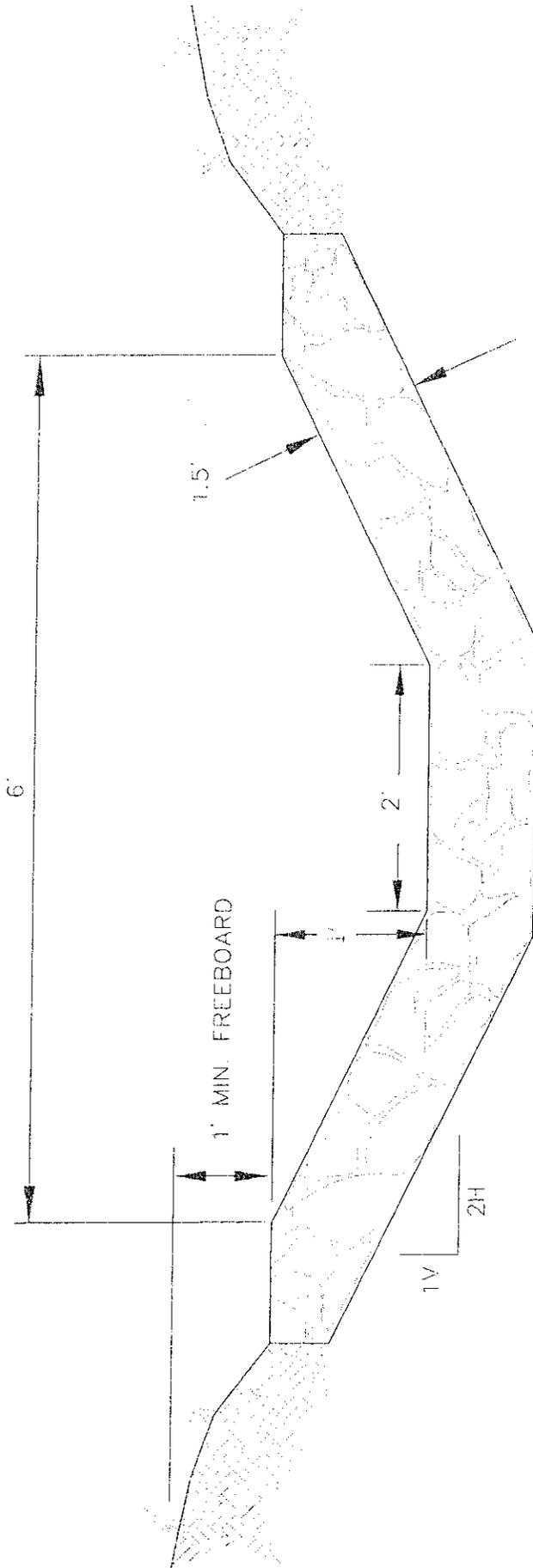


DESIGN TO FIT SITE CONDITIONS

SEDIMENT BARRIER
IDP VIEW

NOT TO SCALE

TRAPEZOIDAL - DITCH



TRAPEZOIDAL - DITCH

NOT TO SCALE

PAYMENT SHALL BE FOR ACTUAL LENGTH OF DITCH CONSTRUCTED.

R-5 LIMESTONE RIPRAP (STANDARD) UNLESS OTHERWISE NOTED, RIPRAP SHALL BE DURABLE ROCK PLACED IN A 1.5 FOOT BLANKET. TWENTY-FIVE (25%) OF THE ROCK WILL BE OF 18 INCHES OR LARGER, THE REMAINING SEVENTY-FIVE (75%) SHALL BE WELL GRADED MATERIAL (MINIMUM 3 INCHES TO MAXIMUM 15 INCHES) OF SUFFICIENT ROCK SMALL ENOUGH TO FILL THE VOIDS BETWEEN THE LARGER ROCK. SHALE SHALL NOT BE USED FOR RIPRAP. IF RIPRAP STABILITY IS QUESTIONABLE, DURABILITY SHALL BE DETERMINED BY THE SODIUM SULPHATE TEST ASTM C 88/AASHTO T 104-77.

BID BOND

125

KNOW ALL MEN BY THESE PRESENTS That we the undersigned _____
of _____ as Principal and _____
of _____ a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____ as Surety are held and firmly bound unto the State
of West Virginia as Obligee in the penal sum of _____ (\$ _____) for the payment of which
well and truly to be made we jointly and severally bind ourselves our heirs administrators executors successors and assigns

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal attached hereto and made a part hereof to enter into a contract in writing for

NOW THEREFORE

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

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

IN WITNESS WHEREOF Principal and Surety have hereunto set their hands and seals and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers this
_____ day of _____ 20____

See Attached

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance Corporate seals must be affixed
Power of attorney must be attached

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
 RFQ RFP# (B)

036

Bid Bond

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

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
 (C) of (D) , (E)
 as Principal, and (F) of (G) ,
 (H) , a corporation organized and existing under the laws
 of the State of (I) with its principal office in the City of
 (J) , as Surety are held and firmly bound unto The State
 of West Virginia, as Obligee, in the penal sum of (K)
 (\$ (L)) for the payment of which, well and truly to be made,
 we jointly and severally bind ourselves, our heirs, administrators, executors,
 successors and assigns

The Condition of the above obligation is such that whereas the Principal
 has submitted to the Purchasing Section of the Department of Administration
 a certain bid or proposal, attached hereto and made a part hereof to enter into a
 contract in writing for (M)

NOW THEREFORE

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their
 hands and seals, and such of them as are corporations have caused their corporate
 seals to be affixed hereto and these presents to be signed by their proper officers
 this (N) day of (O) , 20 (P) .

(X) Signature of Attorney in Fact of the
 Surety
 NOTE: Dated, Power of Attorney with Raised
 Surety Seal must accompany this bid
 bond

Principal Corporate Seal

(R)

Surety Corporate Seal

(U)

 (Q)
 (Name of Principal)
 By (S)
 (Must be President or
 Vice President)
 (I)
 Title
 (V)
 (Name of Surety)
 (X)
 Attorney-in-Fact

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

A F F I D A V I T

1137

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 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

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, West Virginia Insurance Commission or any other state agencies or political subdivision Furthermore, 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

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 Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies

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

Vendor's Name: Carpenter ReclamationAuthorized Signature: Kelly CarpenterDate: 3/27/07

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, Carpenter Reclamation, Inc
of PO Box 13015 Sissonville, WV 25360, as Principal, and Western Surety Company
of U.S. Steel Tower, 600 Grant Street, Suite 500, Pittsburgh, PA a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls as Surety, are held and firmly bound unto the State of West Virginia as Obligee in the penal sum of Five Percent (\$ 5%) for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for DEP 13573 Buffalo Coal Company, 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 23rd day of March, 2007.

Principal Corporate Seal

Carpenter Reclamation
(Name of Principal)

By Kelley Carpenter
Kelley Carpenter (Must be President or Vice President)

President
(Title)

Surety Corporate Seal

Western Surety Company
(Name of Surety)

Ross E. Johnson
Ross E. Johnson Attorney-in-Fact

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Ross E. Johnson, Patricia C Baire, Beverly A Holstine, Kathryn K Arthur, Individually

of Charleston WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2006



WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, I. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of March 2007.



WESTERN SURETY COMPANY

I. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7 All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.