



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
DEP13713

PAGE
1

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

VENDOR
 *709063722 01 304-414-0255
 EASTERN ARROW CORP INC
 PO BOX 4108
 CHARLESTON WV 25364


SHIP TO
 ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED 05/25/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/11/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE MOUNTAIN MINERALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET, THE Q&A, AND THE REVISED BID SCHEDULE AS A RESULT OF THE MANDATORY PRE-BID MEETING OF 05/14/08.						
PLEASE SEE THE ATTACHED AND REPLACE THE BID SCHEDULE FROM THE ORIGINAL RFQ WITH THE ATTACHED ONE TITLED 'REVISED 05/15/08'.						
BID DATE AND OPENING TIME REMAIN UNCHANGED AS 06/11/08 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
TOTAL						\$ 467,329 ⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE **304-414-0255** DATE **6-05-08**

TITLE **PRESIDENT** FEIN **55-0754491** 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 may be deemed null and void, and 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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP13713 Bid Date: 06/11/08
 Project: Mountain Minerals, Inc. Pre-Bid Date: 05/14/08

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO
 Address: 511 50TH STREET
CHARLESTON WV
25304
 Phone #: 304 925 0253
 Fax #: 304 925 9230
 Email : Jody May@aol.com

Name : Gary Long
 Company: M^cCourt & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601
 Phone#: 304 765-5288
 Fax #: 304 765-5293
 Email : _____

Name : Robert Barnes
 Company: BARNES EXC. INC.
 Address: P.O. BOX 13284
Sissonville
WV 25360
 Phone #: 984-1725
 Fax #: 984-0074
 Email : BARNES EXC. @AOL.COM

Name : Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO BOX 13015
Sissonville, WV
25360
 Phone#: 984-1115
 Fax #: 984-2770
 Email : _____

Name : GEORGE FRESHMAN
 Company: EAGLE EXCAVATION INC.
 Address: P.O. BOX 218
KENNA, WV 25248
 Phone #: (304) 372-4378
 Fax #: (304) 372-4378
 Email : ALONE

Name : Mack Lilly
 Company: Eastern Arrow Corp., Inc.
 Address: PO Box 4108
Charleston WV 25364
 Phone#: 304 414-0255
 Fax #: 304 414-0256
 Email : easternarrow@hotmail.com

Name : Doug Vincent
 Company: BREAKAWAY INC.
 Address: 1075 Old Turnpike Rd
Sutton, WV 26601
 Phone #: 765-5317
 Fax #: 765-5389
 Email : BREAKAWAY-INC@VERIZON.NET

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

RECEIVED
 MAY 20 2008
 TM

DEP13713
Addendum No.1

Mountain Minerals, Inc.
Permit Numbers: O-169-83 and U-225-83

ON THE BID SCHEDULE

NOW READS:

Bid Item 28.0 – ASBESTOS REMOVAL

TO READ:

Bid Item 28.0 – Delete This Item Entirely

Existing page number 021 of the Bid Schedule shall be removed and replaced with the enclosed Page number 021, labeled “Revised 05/15/08”.

DEP13713
Addendum No.1
Pre-Bid Conference
May 14, 2008
Questions and Answers

- Q1. Referring to lateral underdrain on U-225-83 Number One (1) Mine Area. Do you expect the contractor to excavate into rock to make it drain?
A2. Yes, if you encounter rock.
- Q2. Referring to site access road with bridge. Is that the only access to the sites?
A2. Yes. You will need to examine and evaluate the bridge for yourself and bid accordingly.
- Q3. Referring to the coal seam on U-225-83 Number One (1) Mine Area. Does the coal dip toward the south end of the area?
A3. Yes. We believe it dips to the south.
- Q4. Referring to the Mine Seals and Tunnels on U-225-83. Do you have to do anything to the tunnel after putting in mine seals on the Number One (1) Mine Area?
A4. Yes. You will have to install mine seals at every opening where the tunnel exits or enters the hill.
- Q5. Referring to the lateral underdrain on U-225-83 Number One (1) Mine Area. Will your underdrain run to all six openings?
A5. Yes. It will connect all six (6) entries and will likely discharge at the silo entry.
- Q6. Referring to the black material at the coal stockpile/refuse area on U-225-83 Mine Number One (1) Mine Area. Are we going to require the covering of all the black material?
A6. Yes. Areas that have trees, leaf litter, and no black showing will not be covered unless disturbed during regrading to establish a sheet flow drainage pattern.
- Q7. Referring to the black material at the coal stockpile/refuse area on U-225-83 Mine Number One (1) Mine Area. Is this material going to be mixed with lime and placed back at the highwall?
A7. We will apply 40 tons of lime to the black material in this area, put it on a 2:1 slope, and cover it in place with one (1) foot of soil material.
- Q8. Referring to the rip-rap ditches on U-225-83 and O-169-83. Are the rip-rap ditches to be constructed with sandstone or limestone?
A8. Either can be used as long as it meets specifications for quality and gradation.

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Addendum No.1

Q9. Referring to the rip-rap ditches on U-225-83 and O-169-83. Do the specifications not say that you must use limestone in open limestone channels?

A9. Yes. There are no open limestone channels on this project. The rip-rap ditches on this project may be constructed of sandstone or limestone or a combination of both.

Q10. Referring to the overhanging highwall and caved in entries. Can you show us examples of the overhanging highwall and caved in entries?

A10. Yes. We will see them, especially in the tunnel areas.

Q11. Referring to the mine seals on U-225-83 Mine Number Three (3) Area. Is Mine Number Four (4) part of the four (4) mine seals to be put in this area?

A11. No. Mine Number Four (4) is a separate area with additional mine seals.

Q12. Referring to the black material under the beltline between Mine Number Four (4) and Mine Number One (1). Does this black material have to be taken down and placed at the highwall at Mine Number One (1)?

A12. No. The black material will be limed but then it can be encapsulated in place away from any water.

Q13. Referring to the bush and trees on U-225-83 and O-169-83. What do you do with trees and brush you disturb during construction?

A13. You will need to burn it unless the inspector approves an area that you can windrow it.

Q14. Referring to Ditch Eight (8) on U-225-83. Where does Ditch Eight (8) end?

A14. Ditch Eight (8) ties into Mine Number Four (4).

Q15. Referring to the borrow area for soil material on U-225-83. Do you have a soil borrow area on site?

A15. There is extra material in front of Mine Number Three (3) but it may not be soil. Any place on site that you find extra material you can use for a borrow area.

Q16. Referring to the ditches/splash pads on U-225-83 Mine Area Number Four (4). Where do these ditches drain to?

A16. The belt entry will drain to Ditch Eight (8). The other four (4) will drain out over the hill or onto the bench.

Q17. Referring to the backfilling on U-225-83 Mine Area Number Four (4). Can you get a 2:1 slope on the backfill in all areas on this bench?

A17. If you cannot get a 2:1 slope, you will utilize the entire bench.

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Addendum No.1

Q18. Referring to the backfill on U-225-83 Mine Area Number Four (4). Where does backfilling end on this bench?

A18. At the flagging (shown on video) tied up and on the other end where previously shown, skipping the area of the power pole.

Q19. Referring to the steel canopy at Tunnel Three (3) on U-225-83 Mine Number Four (4) Area. Will the steel be pulled out of that entry?

A19. Yes. Using an excavator, remove as much steel as possible.

Q20. Referring to the backfilling the loadout area on O-169-83. What is the length of the backfill in this area?

A20. You have to backfill the entire length of the sloped concrete pad only.



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 304-558-2157**

***709063722 01 304-414-0255**
EASTERN ARROW CORP INC
PO BOX 4108

CHARLESTON WV 25364

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
116 INDUSTRIAL DRIVE
OAK HILL, WV
25901 304-465-1911

DATE PRINTED 04/23/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/11/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND</p> <p>SPECIAL RECLAMATION/BOND FORFEITURE PROJECT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF MOUNTAIN MINERALS, INC., NOW UNDER REVOKED PERMIT NUMBER(S) 0-169-83 & U-225-83. THIS SITE CONSISTS OF APPROXIMATELY 30 ACRES AND IS LOCATED NEAR MOSSY, WV IN FAYETTE COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 05/14/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: FROM THE WV TURNPIKE (I-77), N OF BECKLEY, TAKE MOSSY EXIT AND TURN TOWARDS OAK HILL. TRAVEL APPROX. 0.1 MILE AND TURN LEFT ONTO CO. RT. 15 (MILBURN RD). TRAVEL 0.8 MILE AND KEEP STRAIGHT ACROSS BRIDGE. TRAVEL 0.5 MILE & TURN RT. SHARP. KINGSTON RESOURCES GUARD SHACK WILL BE ON THE LEFT. TRAVEL 2.6 MILES FROM THE GUARD SHACK AND PRE-BID WILL COMMENCE AT THE IRON BRIDGE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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<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> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p>						

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<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 B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME - <i>EASTERN ARROW CORP. INC</i> CONTRACTORS LICENSE NO. - <i>WV 022303</i></p> <p>THE SUCCESSFUL BIDDER IS 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 AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-414-0255	DATE 6-5-08
TITLE PRESIDENT	FEIN 55-0754491	ADDRESS CHANGES TO BE NOTED ABOVE

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<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>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>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.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTA</p>						

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				OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.		
				2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,		
				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.		
				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.		
				REV. 10/01/01		
				EXHIBIT 7		
				DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS		
				IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF		

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BID OPENING DATE: **06/11/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM, GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88 EXHIBIT 9</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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
DEP13713

PAGE
8

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

VENDOR

*709063722 01 304-414-0255
 EASTERN ARROW CORP INC
 PO BOX 4108

 CHARLESTON WV 25364

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/23/2008				

BID OPENING DATE: **06/11/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE 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>ADDENDUM ACKNOWLEDGEMENT</p>						
				DEP13713		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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
DEP13713

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

***709063722 01 304-414-0255**
EASTERN ARROW CORP INC
PO BOX 4108

CHARLESTON WV 25364

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
116 INDUSTRIAL DRIVE
OAK HILL, WV
25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/23/2008				

BID OPENING DATE: **06/11/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 NO. 2 NO. 3 NO. 4 NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE EASTERN ARROW.....COMPANY 6-5-08.....DATE</p> <p>REV. 11/96</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
	304-414-0255	6-5-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0754491	

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
DEP13713

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10

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

***709063722 01 304-414-0255**
EASTERN ARROW CORP INC
PO BOX 4108

CHARLESTON WV 25364

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
116 INDUSTRIAL DRIVE
OAK HILL, WV
25901 304-465-1911

DATE PRINTED 04/23/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/11/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NOTICE						
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP13713</p> <p>BID OPENING DATE: 06/11/2008</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">304-414-0256</p> <hr/> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p style="text-align: center;">ANN WAROWITZ</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-414-0255	DATE 6-5-08
TITLE PRESIDENT	FEIN 55-0754491	ADDRESS CHANGES TO BE NOTED ABOVE

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

WV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

DIRECTIONS

U-225-83 MOUNTAIN MINERALS INC.

FROM THE WEST VIRGINIA TURNPIKE, I-77, NORTH OF BECKLEY, TAKE THE MOSSY EXIT AND TURN TOWARDS OAK HILL. TRAVEL APPROXIMATELY 0.1 MILE AND TURN LEFT ONTO COUNTY ROUTE 15, MILBURN ROAD. TRAVEL 0.8 MILE AND KEEP STRAIGHT ACROSS BRIDGE. TRAVEL 0.5 MILE AND TURN RIGHT SHARP. KINGSTON RESOURCES GUARD SHACK WILL BE ON THE LEFT. TRAVEL 2.6 MILES AND TURN LEFT AND CROSS PAINT CREEK ON THE IRON BRIDGE ON TO THE HAULROAD. TRAVEL 1.1 MILE AND KEEP LEFT. TRAVEL 0.6 MILE AND TURN RIGHT UPHILL TO THE SHOP AREA AND POWER STATION, OR TURN LEFT DOWNHILL TO THE LOWER MINE PORTALS AND LOWER SILO.

O-169-83 MOUNTAIN MINERALS INC.

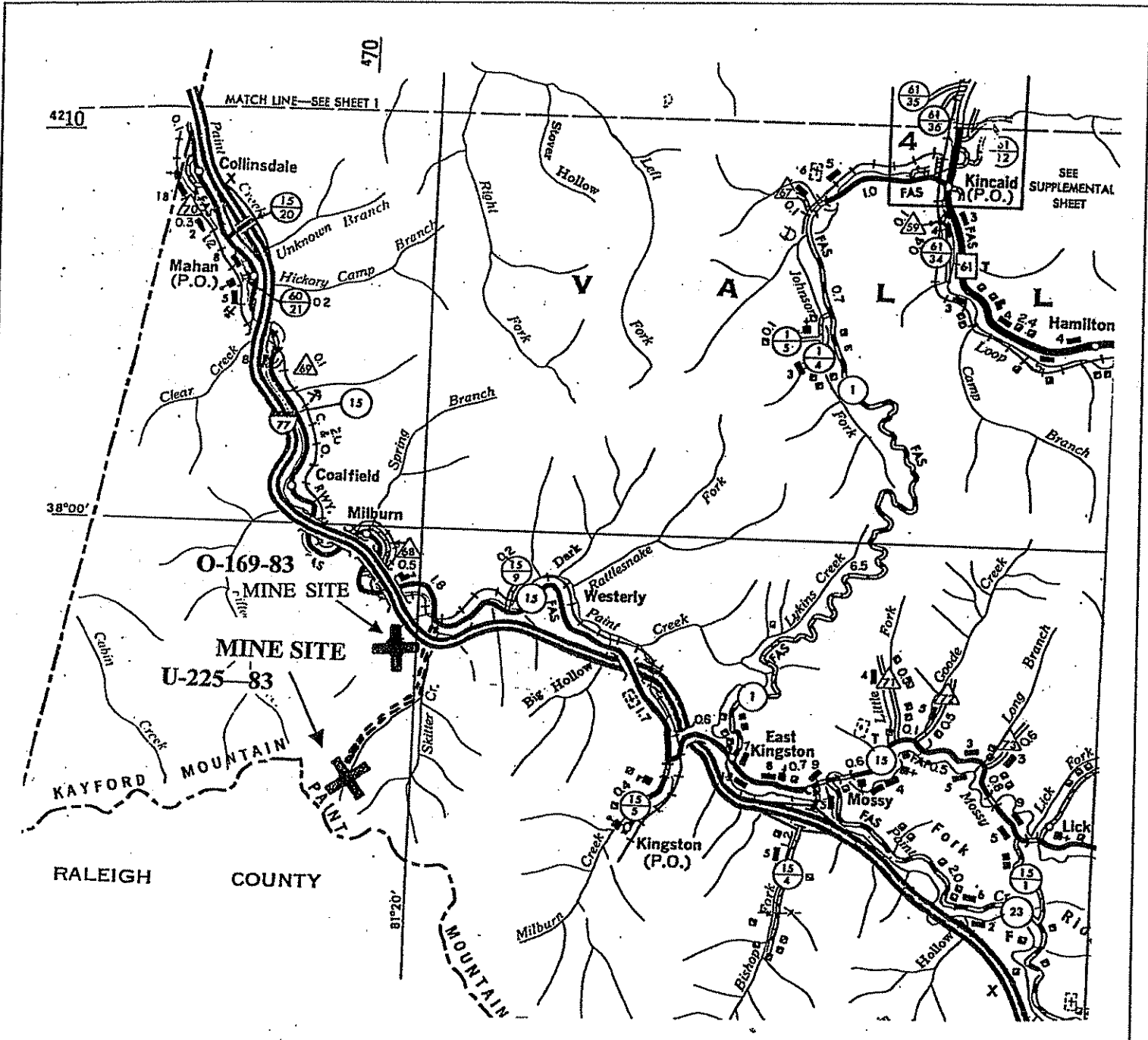
FROM THE WEST VIRGINIA TURNPIKE, I-77, NORTH OF BECKLEY, TAKE THE MOSSY EXIT AND TURN TOWARDS OAK HILL. TRAVEL APPROXIMATELY 0.1 MILE AND TURN LEFT ONTO COUNTY ROUTE 15, MILBURN ROAD. TRAVEL 0.8 MILE AND KEEP STRAIGHT ACROSS BRIDGE. TRAVEL 0.5 MILE AND TURN RIGHT SHARP, KINGSTON RESOURCES GUARD SHACK WILL BE ON THE LEFT. TRAVEL 2.6 MILES AND TURN LEFT AND CROSS PAINT CREEK ON THE IRON BRIDGE ON TO THE HAULROAD. TRAVEL 1.1 MILE AND TURN RIGHT ON TO HAULROAD AND TRAVEL TO THE PERMIT.

PRE-BID CONFERENCE WILL BEGIN AT THE IRON BRIDGE, 2.6 MILES FROM THE KINGSTON RESOURCES GUARD SHACK.

SPECIAL RECLAMATION	
MOUNTAIN MINERALS INC.	
U-225-83	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 012	REQ. OR PO NO. DEP13713
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36
 REV. 1/29/02
 VENDOR:
 STATE OF WEST VIRGINIA
 PURCHASING CONTINUATION SHEET



LOCATION MAP

SPECIAL RECLAMATION	
MOUNTAIN MINERALS INC.	
U-225-83 O-169-83	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 113	REQ. OR PO NO. DEP13713
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF 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 Mountain Minerals, Inc., Permit O-169-83, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

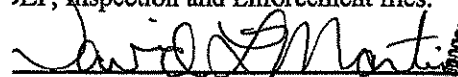
Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management, as necessary, in the form as described, in the attached National Pollutant Discharge Elimination System, Water Pollution Control Permit Number WV0115924, existing sediment control structures and in additional bid item # 8.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Revegetation and soil improvements is required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 7.0)
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. Remnants of abandoned Pond number five (5) on North end of site, adjacent to County Route 15, shall be filled in and all debris removed. Once site is reclaimed, woven filter fabric and gravel will be placed on site in order to construct a 75 foot long by 35 foot wide parking lot for fishing access. The parking access lot shall have six (6) inches of well blended inch and one-half (1½) gradation Crusher Run Limestone applied. Payment for this item will be incidental to and included with Bid Item Five (5), Regrading and Topsoiling.
7. The cement pad on south end of site shall be demolished and properly disposed of by breaking into sections no larger than four (4) feet in any direction and burying on site. Any exposed rebar or reinforcing steel shall be removed to be flush with the surface of the broken concrete.
8. Construct Rip-Rap V-Ditch Number One (1). This ditch will convey water flowing from the artesian well adjacent to County Route 15 to Paint Creek. This ditch shall be approximately 40 feet in length.

IV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

9. A total of three (3) wet mine seals will be installed at the ends of Tunnel Number One (1) and Tunnel Number Two (2). Note: All tunnel openings shall be backfilled a minimum of four (4) feet over the coal seam to include the total backfilling of caved entries and overhanging highwall areas. Backfilled slopes shall be two (2) horizontal to one (1) vertical or flatter.
10. Construct Rip-Rap V Ditch Number Two (2) which will be approximately 160 linear feet in length with a drive thru crossing.
11. Construct Y shaped Rip-Rap V Ditch Three (3) which will be approximately 200 linear feet in length with a drive thru crossing. This ditch will drain both mine seals into the hollow.
12. Eliminate the sediment channel structure located below the loadout area. Cost is incidental and included in the regrading/topsoiling bid item.
13. Add ten (10) ton of lime per acre to approximately four (4) acres of black coal type material for a total of 40 tons of lime.
14. In the area on the north end of the haulroad (the top of the tramway) all "Black coal type material" will be covered with a minimum of one (1) foot of soil type material after liming. All debris that is visible from the benches will be removed and disposed of properly. The metal tube supports located on the load-out site will be cut flush with the concrete sloped pad and the load-out area will be backfilled on a two (2) horizontal to one (1) vertical slope. The concrete pad will not be demolished but will be left in place and covered.
15. **NOTE: All drive-through crossings on this project shall have side slopes of 5:1 and shall maintain the designed flow depth.**
16. ALL low (water holding) areas along access/haulroad will have a water bar installed. Cost is incidental to and included in the haulroad/access road bid item. (See details and specifications)
17. Install approximately 1,000 feet of haybale dike for sediment control during and after construction.
18. Regrade and revegetate approximately ten (10) acres of disturbance.

David L. Martin, Sr., 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.


 Registered Professional Engineer WV No. 7262
 Date: APRIL 7, 2008

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.

WV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>Mountain Minerals, Inc.</u>				
PERMIT NUMBER(S): <u>O-169-83</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>1000</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1000</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>1000</u>
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>3000</u>
5.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ <u>1079</u>
6.0		<u>REVEGETATION</u>		
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>5000</u>
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>5000</u>
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>5000</u>
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>5000</u>
7.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>1000</u>
8.0	<u>1000</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>1.00</u> PER LF	\$ <u>1000</u>
9.0	<u>3</u> EA	<u>WET MINE SEAL</u> (Non-acid producing seams)	\$ <u>10,000</u> PER EA	\$ <u>30,000</u>

WV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
10.0		<u>RIP-RAP DITCH</u>		
10.1	LUMP SUM	<u>DITCH NUMBER ONE (1)</u>	LUMP SUM	\$ 1704 ⁻
10.2	LUMP SUM	<u>DITCH NUMBER TWO (2)</u>	LUMP SUM	\$ 6816 ⁻
10.3	LUMP SUM	<u>DITCH NUMBER THREE (3)</u>	LUMP SUM	\$ 8520 ⁻
11.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ 4,000 ⁻ ⁴⁻⁴¹ _{69.00}
12.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
13.0	40 TON	<u>LIMING</u>	\$ 100 ⁻ PER TON	\$ 4000 ⁻
TOTAL FOR PERMIT <u>O-169-83</u>				\$ 84,119 ⁰⁰

BUYER CB-23	PAGE 117	REQ. OR PO NO. DEP13713
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF 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 Mountain Minerals, Inc., Permit U-225-83, 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:

19. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 16.0. If, fuel and lubricants are to be stored on site, bid item # 15.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
20. Storm water management, as necessary, in the form as described, in the attached National Pollutant Discharge Elimination System, Water Pollution Control Permit Number WV0115924, existing sediment control structures and in additional bid item # 21.0 shall be installed.
21. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
22. Construction stakeout as necessary to carry out work. (Bid Item # 20.0)
23. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.

U-225-83 Number 1 Mine Area

24. Remove and properly dispose of all debris, including, but not limited to, silo, coal bin, all associated belt structures, cement pads, all electrical debris, switches, and etc., up hill toward Mine Number three (3) and Mine Number four (4). Concrete may be disposed of by breaking into sections no larger than four (4) feet in any direction and burying on site. Any exposed rebar and reinforcing steel shall be removed to be flush with the surface of the concrete sections.
25. All "black" and potentially toxic coal type material is to be segregated and isolated in the backfill, per the attached specifications. This material shall be mixed with forty (40) tons of lime prior to final placement in the backfill.
26. Excavate all entries and highwall and install six (6) wet mine seals. (See attached specifications)

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

27. Install a lateral underdrain, approximately 380 feet in length, to connect the mine seals. Underdrain shall discharge from the south end of the site into constructed Rip-Rap V Ditch Number four (4). (See details and specifications)
28. Partially eliminate the associated highwall, approximately 380 feet in length, by backfilling four (4) feet above the coal seam on a two (2) horizontal to one (1) vertical slope.
29. Construct approximately 80 linear feet of Rip-Rap V-Ditch Number Four (4), from the underdrain/mine seal pipe to Grouted Trapezoidal Ditch Number Five (5).
30. Construct Y Shaped Grouted Trapezoidal Ditch Number Five (5), south end of site in the natural hollow near silo area, approximately 380 feet in length, with a drive thru crossing.
31. The coal stockpile/refuse area will be cleaned of all debris. All "black coal like material" will be mixed with 40 ton of lime and covered with one (1) foot of soil type material, regraded and revegetated.
32. Install two (2) wet mine seals in the hollow between tunnel number two (2) and tunnel number (3). Construct Rip-Rap V Ditch Number Six (6) and Rip-Rap V Ditch Number Seven (7). NOTE: Each of these ditches are approximately twenty-five (25) feet in length.
33. Install approximately 500 linear feet of haybale dike for sediment control during and after construction.

U-225-83 Number 3 Mine Area

40. All debris to include, but not limited to, the shop building, power poles, transformer carcasses, cement piers, the wooden coal tipple, electrical debris, and the upper coal bin shall be removed and disposed of properly. Contractor will provide proof of proper disposal. Concrete may be broken into sections no larger than four (4) feet in any direction and buried on site. Any rebar or reinforcing steel shall be removed to be flush with the surface of the concrete prior to burial.
41. All Asbestos containing material must be removed from the permit site. All asbestos containing material will be pointed out and identified at the Pre-bid conference. The contractor will be responsible for obtaining all permits and plans for proper cleanup and disposal of identified materials. The contractor shall provide documentation of the proper disposal of these materials.
42. Install four (4) wet mine seals. Each seal will have a rip-rap V-Ditch one (1) foot deep by ten (10) foot long splash pad constructed from the end of the mine seal discharge pipe. Cost of these ditches will be incidental and included in the cost of the mine seal construction.
43. All black and potentially coal type material is to be segregated and isolated in the backfill per the attached specifications. This material will be mixed with forty (40) tons of lime prior to placement in the backfill.
44. Approximately 300 linear feet of highwall shall be partially eliminated. Wall will be backfilled to a minimum of four (4) feet over the coal seam.

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SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

45. Construct approximately 535 linear feet of Rip-Rap V Ditch Number eight (8). NOTE: that rip-rap size/depth is twenty-four (24) inches.
46. Install 600 linear feet of haybale dike for sediment control during and after construction.

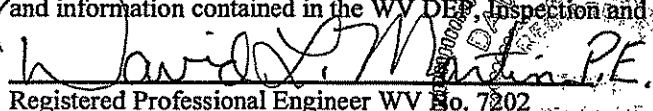
U-225-83 Number 4 Mine Area

47. Remove all debris to include, but not limited to, transformer casings, electrical debris, power poles, and fan housings.
48. Expose existing portals and install five (5) wet mine seals. Each seal will have a rip-rap V-Ditch one (1) foot deep by ten (10) foot long splash pad constructed from the end of the mine seal discharge pipe. Cost of these ditches will be incidental and included in the cost of the mine seal construction.
49. Backfill the existing highwall to minimum of four (4) feet over the coal seam for approximately 720 linear feet. After completion of reclamation activities, access thru the site must be provided and remain for the landowner and for possible utility maintenance.
50. Install approximately 700 linear feet of haybale dike.

(Mine Areas 1, 3, & 4)

51. NOTE: ALL OVERHANG HIGHWALL AND CAVED ENTRIES SHALL BE ELIMINATED, in addition to backfilling a minimum of four (4) feet over the coal seam, upon installation of the wet mine seals and if existing block seals are encountered, they shall be penetrated to an extent that will allow installation of the wet mine seal drain pipe.
52. NOTE: All coal refuse, black material and/or black acid producing material shall be covered with one (1) foot soil type material unless otherwise noted.
53. NOTE: Transformer casings or capacitors found to contain oil must be sampled, tested and properly disposed of. The contractor shall provide proper documentation of the proper disposal.
54. Regrade and top soil approximately twenty (20) acres of disturbance.
55. Revegetate approximately twenty (20) acres.

I David L. Martin, Sr., the undersigned, hereby certify ¹ 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.


 Date: APRIL 7, 2008
Registered Professional Engineer WV No. 7202

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.

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>Mountain Minerals, Inc.</u>				
PERMIT NUMBER(S): <u>U-225-83</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable				
14.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>1,000⁻</u>
15.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000⁻</u>
16.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>1,000⁻</u>
17.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>6,000⁻</u>
18.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ <u>1,000⁻</u>
19.0		<u>REVEGETATION</u>		
19.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>10,000⁻</u>
19.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>10,000⁻</u>
19.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>10,000⁻</u>
19.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>10,000⁻</u>
20.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>1,000⁻</u>
21.0	<u>1800</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>1⁰⁰</u> PER LF	\$ <u>1800⁻</u>

WV-36 STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
22.0	19 EA	<u>WET MINE SEAL (Non-acid producing seams)</u>	\$ _____ PER EA	\$ _____
23.0		<u>RIP-RAP DITCH</u>		
23.1	LUMP SUM	<u>DITCH NUMBER FOUR (4)</u>	LUMP SUM	\$ _____
23.2	LUMP SUM	<u>DITCH NUMBER SIX (6)</u>	LUMP SUM	\$ _____
23.3	LUMP SUM	<u>DITCH NUMBER SEVEN (7)</u>	LUMP SUM	\$ _____
23.4	LUMP SUM	<u>DITCH NUMBER EIGHT (8)</u>	LUMP SUM	\$ _____
24.0		<u>GROUTED RIP-RAP DITCH</u>		
24.1	LUMP SUM	<u>DITCH NUMBER FIVE (5)</u>	LUMP SUM	\$ _____
25.0	LUMP SUM	<u>UNDERDRAIN</u>	LUMP SUM	\$ _____
26.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ _____
27.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
28.0	LUMP SUM	<u>ASBESTOS REMOVAL</u>	LUMP SUM	\$ _____
29.0	<u>120</u> TON	<u>LIMING</u>	\$ _____ PER TON	\$ _____
TOTAL FOR PERMIT <u>U-225-83</u>				\$ _____
				
TOTAL FOR PERMIT <u>O-169-83</u>			\$ _____	
TOTAL FOR PERMIT <u>U-225-83</u>			\$ _____	
<u>GRAND TOTAL FOR ALL PERMITS</u>				\$ _____

SEE ADD #1

STATE OF WEST VIRGINIA
Purchasing Division

075

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.

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: EASTERN ARROW CORP. INC

Authorized Signature: _____

Date: _____

6-5-08

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eastern Arrow Corporation DBA Pioneer Construction
of PO Box 4108, Charleston, West Virginia 25364, as Principal, and Ohio Farmers Insurance Company
of PO Box 5001 Westfield Center Ohio, 44251, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of bid amount (\$ 5% of bid amount) 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
DEP13713, Mountain Minerals, Inc., in Fayette County, according to plans and specifications.

NOW THEREFORE,

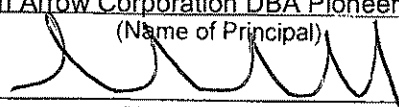
- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
9th day of June, 2008.

Principal Corporate Seal

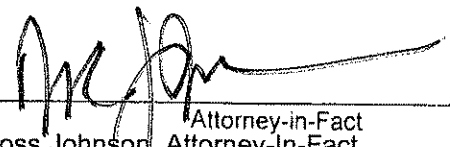
Eastern Arrow Corporation DBA Pioneer Constructor
(Name of Principal)

By 
(Must be President or
Vice President)

Ann Wardwell, President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)


Attorney-in-Fact
Ross Johnson, Attorney-In-Fact

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

General Power of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ROSS E. JOHNSON, H. RANDOLPH NEVILLE, PATRICK B. KEE, SHEILA D. MCCORMICK, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000)----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

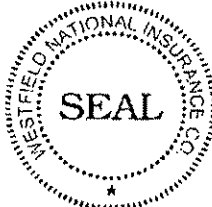
"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 03rd day of DECEMBER A.D., 2007 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 03rd day of DECEMBER A.D., 2007 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



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

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of June A.D., 2008 .



Frank A. Carrino Secretary