



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
DEP14244

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	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/10/2008				

BID OPENING DATE: 03/27/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	*****	*****		ADDENDUM NO. 1	*****	
	ADDENDUM ISSUED FOR THE GREEN MOUNTAIN ENERGY PROJECT TO DISTRIBUTE THE TWO PAGES OF SIGN-IN SHEETS, THE TWO PAGES OF Q/A RESULTING FROM THE 02/28/08 MANDATORY PRE-BID MEETING, AND A REVISED DRAWING TO REPLACE PAGE 56 OF THE SPECIFICATIONS. THE BID OPENING DATE AND TIME REMAIN UNCHANGED AS 03/27/2008 AT 1:30 PM. ***** NO OTHER CHANGES *****					
0001	1	JB		962-73		
	RECLAMATION: RESTORATION OF LAND					
TOTAL						\$ 226,548 ⁰⁰

RECEIVED

2008 MAR 25 A 8:48

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-414-0255	3/18/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0754491	

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

**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.

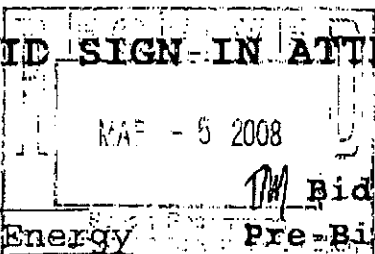
INSTRUCTIONS TO BIDDERS

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 # : DEP14244 Bid Date: 03/27/08
 Project: Green Mountain Energy Pre-Bid Date: 02/28/08

Name : GEORGE FRESHAR
 Company: EAGLE EXCAVATION INC
 Address: P.O. BOX 218
KENNA WV 25348
 Phone #: (304) 372-4378
 Fax #: (304) 372-4378
 Email : NONE

Name : Mack Lilly
 Company: Eastern Arrow Corp, Inc.
 Address: PO Box 4105
Charleston, WV 25368
 Phone#: 304 414 0255
 Fax #: 304 414 0256
 Email : easternarrow@hotmail.com

Name : Randy Carpenter
 Company: Carpenter Reclamation
 Address: Po Dlx 17015
Sissonville, WV
25260
 Phone #: 984-1115
 Fax #: 984-2770
 Email :

Name : Kevin Hoard
 Company: Breakaway
 Address: 1075 old Turnpike RD
Sutton W.V 26601
 Phone#: 304-765-5317
 Fax #: 304-765 5389
 Email : NONE

Name : Robert Barnes
 Company: Barnes Exc.
 Address: P.O. Box 13384
Sissonville
WV.
 Phone #: 984-1725
 Fax #: 984-0074
 Email :

Name : Rod Clay
 Company: Green Mt Cu
 Address: 511 50th St
Charleston WV 25304
 Phone#: 304 925-0253
 Fax #: " " - 9230
 Email :

Name : BASIL CARPENTER
 Company: JANA B Ex Inc
 Address: 333 A C-11 AD
Chas WV 25312
 Phone #: 546-1601
 Fax #: 984-3528
 Email :

CONTRACTOR DID NOT STAY FOR PRE-BID
 Name : KELLY SHIMATE
 Company: BLACK BEAR RECLAMATION
 Address: PO BOX 877
 Phone#: 304-673-1288
 Fax #:
 Email : SHIMATE KENN B. CO. INC

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14244
Project: Green Mountain Energy

Bid Date: 03/27/08
Pre-Bid Date: 02/28/08

Name : Kevin Bradford
Company: Pineville Paving & Excavating Inc.
Address: P.O. Box 1290
Pineville NV 24874
Phone #: 304-732-8303
Fax #: 304-732-7855
Email : KDRPPI@AOL.COM

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

Name : Steve Masse
Company: Massie Reclamation
Address: _____
Phone #: 304-877-6460
Fax # : _____
Email : _____

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

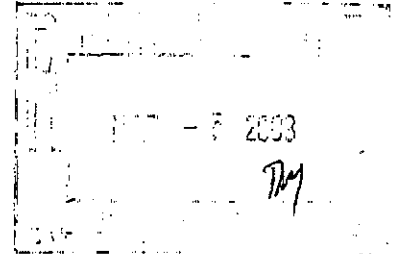
Name : _____
Company: _____
Address: _____
Phone #: _____
Fax # : _____
Email : _____

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

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

DEP14244
Addendum No. 1



In attached drawings: Existing page number 056 shall be removed and replaced with the enclosed Page number 056, labeled "Revised 2/28/08". (See Page 3 of 3)

Pre-Bid Conference
February 28, 2008
Questions and Answers

Q1. Referring to Pond A and Pond B. The lengths of those ponds, do you have to move a lot of yards on the access road to get them in there?

A1. The access road will have to be cut down and you can use that material to build the road grade through the project and pond berms. The access road along Pond A and Pond B has to be excavated down to the level of the top of the berm on the ponds.

Q2. Referring to Pond A and Pond B. Are the ponds going to be cut down in below the level of the stream?

A2. The pond areas can be built up, it does not have to be 100% cut. The AMD seep elevation determines how much the pond area can be built up.

Q3. Referring to excess unsuitable wet soil material. Where do you have a storage area for unsuitable material? Does the storage area include the bench where we are parked at?

A3. Yes. You can put unsuitable material any place that it will not cause a problem within the work area, including the bench that the haulroad is on where we are parked. The haulroad and drainage on the bench shall remain in place.

Q4. Do you have a designated borrow area to obtain suitable soil material?

A4. Any area that has previously been disturbed can be used to borrow material. Any borrow area shall be reclaimed, regraded, revegetated, and have slopes no steeper than 2 horizontal to 1 vertical.

Q5. Referring to Sludge Cell Overflow Pipe, Underdrain Discharge Line, and Sludge Pumping Line. Do you have any specific lengths on these sludge cell lines?

A5. No, we did not specify linear feet. They will run from point a to point b as shown on the drawings.

Q6. Referring to Seep Collection Pipeline. Do you have a specific amount of drop on this conveyance pipe?

A6. We just want to corral all the water and have it gravity flow into Ditch 1, with the bottom of the steel pipe 4 feet above the streambed.

DEP14244
Addendum No. 1

Q7. Referring to the Sludge Drying Cell. Is the sludge cell going to be in that corner?

A7. Yes. The sludge drying cell can be built up on top of the ground and the hole in that corner filled.

Q8 Referring to the water to be corralled by the Seep Collection Pipeline. The water to corral is that just the drainage ditch or is this surface water included?

A8. The surface water and the drainage ditch shall all be corralled.

Q9. Referring to the access road along Pond A and Pond B. You want that road to be the same level as the freeboard on the ponds, until you get past the ponds and then it can climb?

A9. Yes.

Q10 Referring to Pond A and Pond B. Do you have any limitations on how close you get to the stream?

A10. Yes, we put a 20 foot wide berm on the outside of the ponds.

Q11. Referring to Pond A and Pond B. Do you have a limitation on how close that berm can be to the stream?

A11. You will have a 2 to 1 slope starting at the stream, then a 20 foot berm along the ponds. However, you do have to provide sediment control along the stream.

Q12. Do you have to provide as built drawings before and after construction?

A12. No, we probably will not require that, unless you try to give us something that does not meet specifications.

Q13. Referring to the access road along Pond A and Pond B. On the area that you are lowering the access road, the inside road bank now is steeper than 2 to 1, if you lower the road are you expecting a 2 to 1 slope or carry that same slope on down?

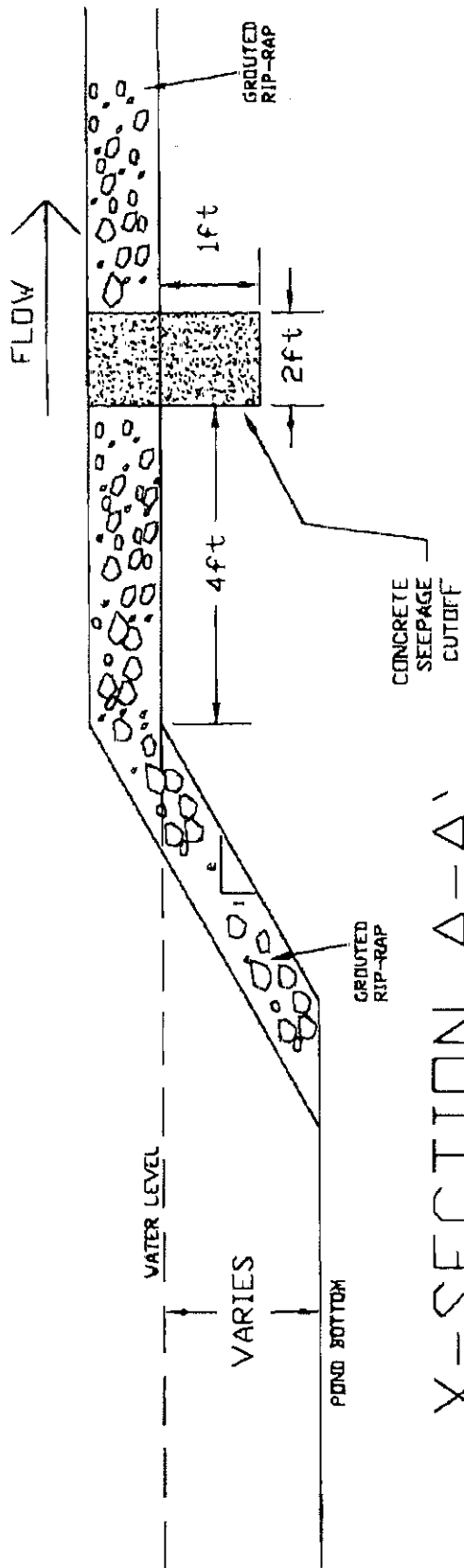
A13 If it is competent material you can maintain the current slope or steeper, if it is loose soil material, you will have to put it on a slope that material will stay in place.

Q14. What is the grade on rip-rap Ditch One (1)?

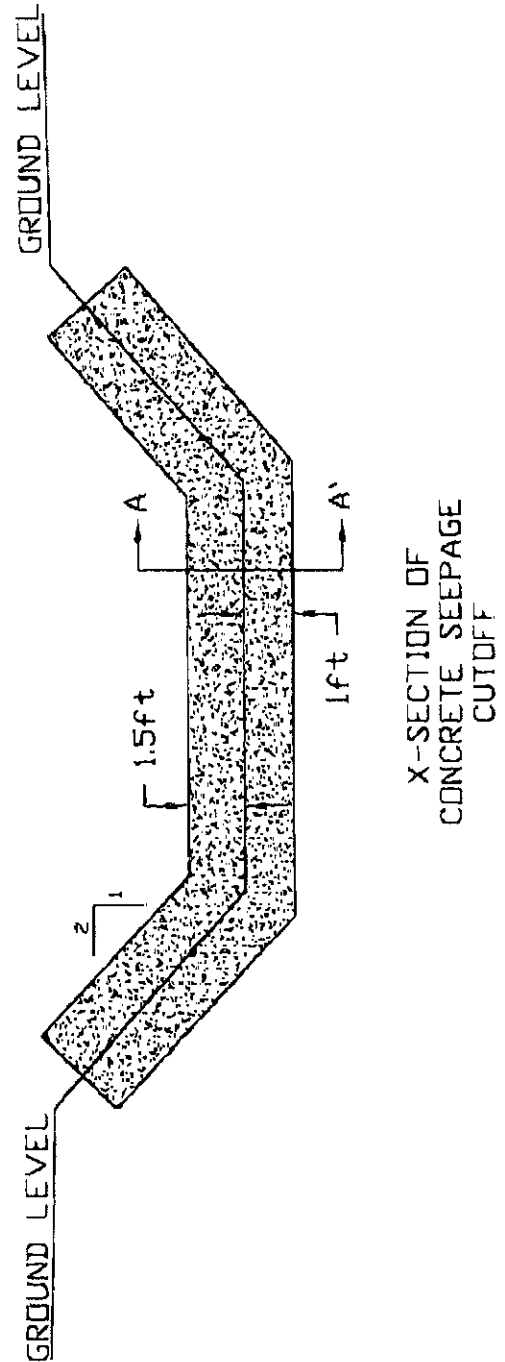
A14. 1.5 to 2 % range.

BUYER CB-23	PAGE 056	REQ. or P.O. No. DEP14244
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION SPECIAL RECLAMATION		

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



X-SECTION A-A'



REVISED 2/28/08

SPECIAL RECLAMATION	
SPILLWAY CONCRETE SEEPAGE CUTOFF TYPICAL	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:



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 304-558-2157

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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 116 INDUSTRIAL DRIVE
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 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/06/2008				

BID OPENING DATE: 03/27/2008 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, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF GREEN MOUNTAIN ENERGY, INC. , NOW UNDER REVOKED PERMIT NUMBER(S) U-4013-91. THIS SITE CONSISTS OF APPROXIMATELY 5 ACRES AND IS LOCATED NEAR OTSEGO, WV IN WYOMING 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 02/28/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: FROM THE INTERESESECTION OF RT. 16 AND RT. 54 AT MULLENS, TAKE RT. 54 NORTH TOWARD MABEN. TRAVEL 2.4 MILES AND TURN RIGHT ONTO OTSEGO ROAD (CO. RT. 5/5). TRAVEL 0.1 MILE, TURN LEFT & CROSS BRIDGE. TRAVEL 0.1 MILE & TURN RIGHT. TRAVEL 200 FT. AND KEEP STRAIGHT. TRAVEL 0.2 MILE AND TURN LEFT. TRAVEL 0.8 MILE TO THE MINE SITE.</p>						

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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<p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>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 WAG RATES AS ESTABLISHED FOR WYOMING 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> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p>						

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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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RFQ COPY
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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.		
				WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.		
				BIDDER TO COMPLETE: CONTRACTORS NAME - <i>..EASTERN..ARROW CORP</i> CONTRACTORS LICENSE NO. - <i>..WV 022303.....</i>		
				THE SUCCESSFUL BIDDER IS REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.		
				APPLICABLE LAW		
				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.		
				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.		

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SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-44-0255	2/19/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESENTER	55-0754491	

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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 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, ROAD 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, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE</p>						

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02/06/2008				

BID OPENING DATE: **03/27/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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 PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND,		

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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
 DEP14244

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
02/06/2008				

BID OPENING DATE: 03/27/2008 BID OPENING TIME 01:30PM

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<p>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</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION</p>						

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BID OPENING DATE: 03/27/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>DEP14244</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

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DATE PRINTED 02/06/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 03/27/2008 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 ✓</p> <p>NO. 2 </p> <p>NO. 3 </p> <p>NO. 4 </p> <p>NO. 5 </p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE 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</p> <p>..... EASTERN ARROW CORP COMPANY</p> <p>..... 3/18/08 DATE</p> <p>REV. 11/96</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 304-414-0255	DATE 3/18/08	
TITLE PRESIDENT	FEIN 55-0754491	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/06/2008				

BID OPENING DATE: 03/27/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <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.: DEP14244</p> <p>BID OPENING DATE: 03/27/2008</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> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p style="text-align: center;">----- ANN WARONICK -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-414-0255	3/18/08

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0754491	

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

BUYER CB-23	PAGE 011	REQ OR PO NO DEP14244
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

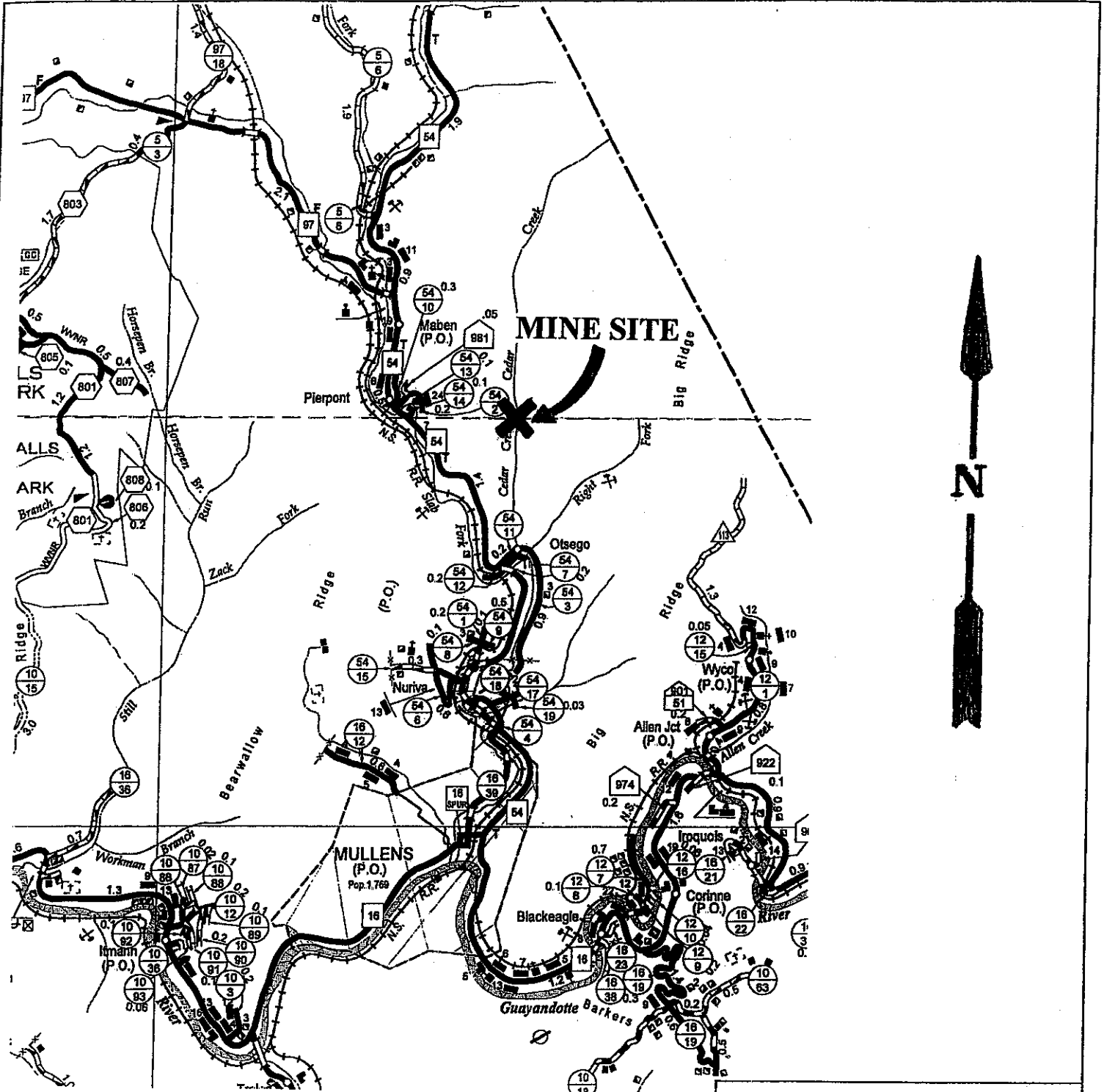
DIRECTIONS

FROM THE INTERSECTION OF STATE ROUTE 16 AND STATE ROUTE 54 AT MULLENS, TAKE STATE ROUTE 54 NORTH TOWARD MABEN. TRAVEL 2.4MILES AND TURN RIGHT ONTO OTSEGO ROAD (COUNTY ROUTE 5/5). TRAVEL 0.1 MILES, TURN LEFT AND CROSS BRIDGE. TRAVEL 0.1 MILES AND TURN RIGHT. TRAVEL 200 FEET AND KEEP STRAIGHT. TRAVEL 0.2 MILES AND TURN LEFT. TRAVEL 0.8 MILES TO THE MINE SITE.

SPECIAL RECLAMATION	
GREEN MOUNTAIN ENERGY, INC. U-4013-91	
SCALE: N/A	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 012	REQ. OR PO NO. DEP14244
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
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 VENDOR:



LOCATION MAP

SPECIAL RECLAMATION	
GREEN MOUNTAIN ENERGY, INC. U-4013-91	
SCALE: N/A	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 013	REQ. OR PO NO. DEP14244
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 Green Mountain Energy Inc., Permit U-4013-91, 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 in the form as described in 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 are 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.
4. Construction stakeout as necessary to carry out work. (Bid Item # 6.0)
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. Remove any and all debris from site. Contractor must provide documentation of proper disposal.
7. Construct approximately 2300 linear feet of access road by placing road fabric and six (6) inches of three (3) inch crusher run stone to a twelve (12) foot width. This shall include the installation two (2) thirty (30) foot long 18 inch HDPE DR17 culverts and three road sumps as shown on the site plan. Roads shall be graded to drain to the road ditch to be constructed on the inside of the road surface as shown in details and specifications. Cost of the culverts, road sumps, and road ditch shall be incidental to and included in the cost of Access Road. The existing section of access road on the southern end of the site shall be lowered to run on the top of the berms of Pond A and Pond B. Beyond Pond B, to the south, the access road shall have a uniform grade and shall meet the haulroad in the same location as the current access road.

WV-36a STATE OF WEST VIRGINIA
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VENDOR:

8. Construct Seep Collection Pipeline to corral acid mine drainage and convey it across the stream to Ditch One (1). This shall consist of a concrete check dam with a 12 inch HDPE DR17 pipe running to Ditch One (1). The concrete check dam shall be formed up and poured in place. The 12 inch HDPE DR17 pipe shall be inserted through a 50 foot long, 20 inch diameter steel pipe with approximately 0.312 inch wall thickness, for support and to bridge the stream channel. The pipes shall be installed to gravity flow to Ditch One (1) with the bottom of the metal pipe to be four (4) feet above the bottom of the stream channel. The 12 inch HDPE DR17 pipe shall be covered with a minimum two (2) foot of soil material from the check dam until entering the 20 inch steel pipe and upon leaving the steel pipe to it's discharge into Ditch One (1). (See Details and Specifications)
9. Construct approximately 220 linear feet of Ditch One (1), ending in the bottom of Pond A. NOTE: Any black/potentially toxic material encountered on site shall be covered with a minimum one (1) foot of soil. (See details and specifications)
10. Construct Pond A, with a 45 foot width at water level, 100 foot top length at water level, five (5) foot water depth, and two (2) foot of freeboard. Pond A construction shall include the installation of two (2) sets of floating baffle curtains. All floating baffle curtains on this project shall be Aer-Flo, Inc. Tough Guy Turbidity Barrier Type 2 DOT with 22 ounce vinyl coated polyester fabric, aluminum stress plates at the top and bottom corners, 5/16 inch galvanized ballast chain, and a 5/16 inch vinyl coated galvanized steel topload cable. The 5/16 inch vinyl coated galvanized steel topload cable (or equivalent) shall be extended out to the point of anchorage. Note: The cost of the baffle curtains shall be incidental to and included in the cost of constructing Pond A.
11. Construct approximately 40 linear feet of Pond A Spillway, beginning at the bottom of Pond A and terminating at the bottom of Pond B.
12. Construct Pond B, with a 45 foot width at water level, 100 foot length at water level, five (5) foot water depth, and two (2) foot of freeboard. Pond B construction shall include the installation of two (2) sets of floating baffle curtains. Note: The cost of the baffle curtains shall be incidental to and included in the cost of constructing Pond A. Note: All ponds must hold and discharge water as designed.
13. Construct approximately 70 linear feet of Pond B Spillway, beginning at the bottom of Pond B and terminating at the natural stream channel.
14. Construct Sludge Cell with a 40 foot width, 120 foot length, five (5) foot depth, and two (2) foot of freeboard. A 12 inch HDPE DR17 overflow line shall be installed as shown on the attached drawing, and running to discharge into Ditch 1. The Sludge Cell shall hold water when the stainless steel knife valve is closed and drain as designed when the stainless steel knife valve is open. Note: Prior to acceptance of the sludge cell, it must be filled completely with water to show that it will hold and drain water as designed.

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

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VENDOR:

15. Install the Sludge Cell Underdrain Line collection system consisting of a one (1) foot layer of Ohio River Valley sand over a two (2) foot thick layer of number four (4) clean sandstone, which is wrapped in filter fabric containing three (3) six (6) inch HDPE DR 17 perforated underdrain lines. The three (3) six (6) inch HDPE DR17 perforated underdrain lines will then be fused to a non-perforated six (6) inch HDPE DR17 line running to Ditch One (1). Between the sludge cell and Ditch One (1), one (1) six (6) inch stainless steel knife valve in a valve box shall be installed to facilitate filling and draining of the sludge cell. Note: The cost of installing the sludge cell underdrain lines, stainless steel knife valve, valve box, splash pad, and 12 inch HDPE overflow line shall be incidental to and included in the cost of constructing the sludge cell.
16. Install a six (6) inch diameter HDPE DR17 Sludge Pumping Line from the dike between Pond A and Pond B to the south end of the sludge cell, discharging onto the splash pad. **Note: Both ends of all sludge lines on this project shall be equipped with flanged ends, stainless steel flange backup rings, HDPE caps, rubber gaskets, and stainless steel nuts, bolts, and washers. The orientation of the end located at each pond shall be reviewed and approved by the DEP agent on site.** The cost of the sludge pumping line and Ditch Two (2) shall be incidental to the cost of constructing the sludge cell. Ditch Two (2) shall run from the outlet end of Sludge Pumping Line, across the full width of the Sludge Cell Berm to the bottom of the sludge cell.
17. Note: All stainless steel knife valves shall be enclosed in a "valve box" of the round plastic meter box type, covered with an insulation pad and metal cover. All stainless steel knife valves shall be "316 Grade" stainless steel.
18. **NOTE: All ponds on this project shall hold water and no leak.**
19. Install 600 linear feet of haybale dike for sediment control during and after construction.
20. Regrade and revegetate approximately five (5) acres of disturbance.

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.


Registered Professional Engineer WV No. 7202

Date: JANUARY 18, 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 WATER QUALITY ABATEMENT PERMIT NAME: <u>Green Mountain Energy, Inc.</u> PERMIT NUMBER(S): <u>U-4013-91</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>10,000</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA</u> (S.C.A.)(\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>1,000</u>
4.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ <u>10,000</u>
5.0		<u>REVEGETATION</u>		
5.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>2,500</u>
5.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>2,500</u>
5.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>2,500</u>
5.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>2,500</u>
6.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>1,000</u>
7.0		<u>CONSTRUCTED WATER TREATMENT STRUCTURES</u>		
7.1	LUMP SUM	<u>POND A</u>	LUMP SUM	\$ <u>25,000</u>
7.2	LUMP SUM	<u>POND B</u>	LUMP SUM	\$ <u>25,000</u>

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7.3	LUMP SUM	<u>SLUDGE CELL</u>	LUMP SUM	\$ <u>34,448</u>
8.0	600 LF	<u>HAYBALE DIKE (Max. Bid \$5.00 Per LF)</u>	\$ <u>1</u> PER LF	\$ <u>600</u>
9.0	LUMP SUM	<u>RIP-RAP DITCH ONE (1)</u>	LUMP SUM	\$ <u>16,500</u>
10.0		<u>GROUTED RIP-RAP DITCH</u>		
10.1	LUMP SUM	<u>POND A SPILLYWAY</u>	LUMP SUM	\$ <u>4,000</u>
10.2	LUMP SUM	<u>POND B SPILLWAY</u>	LUMP SUM	\$ <u>7,000</u>
11.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>1,000</u>
12.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	\$ <u>—</u>
13.0	LUMP SUM	<u>ACCESS ROAD CONSTRUCTION</u>	LUMP SUM	\$ <u>40,000</u>
14.0	LUMP SUM	<u>SEEP COLLECTION PIPELINE</u>	LUMP SUM	\$ <u>40,000</u>
TOTAL FOR PERMIT <u>U-4013-91</u>				\$ <u>226,548</u> ¹⁰

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

BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION/DEMOBILIZATION

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. It shall also include installation of a project sign according to the attached specification and all demobilization activities. No deduction will be made nor will any increase be made in the Lump Sum Mobilization/Demobilization Item Amount, regardless of decreases or increases in the final total contract amount or for any other cause. (Shall not exceed 5% of the Total Bid for this permit.)

Prior to demobilization, an inspection is required to be conducted by the Department of Environmental Protection's Specialist and the contractor to insure compliance with contract performance.

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 acceptable. Minimum secondary containment is 110 percent. (Bid limited to \$1,000.00 maximum)

3.0 HAULROAD/ACCESS ROAD

The contractor shall maintain and/or construct haul-road/access road during the reclamation process to provide access on a well drained surface. The access road to and on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Roads which are below the project shall be guarded against rolling rock and free there from. Dust-control measures may be necessary if hauling creates airborne material. Snow removal to be included in this item.

4.0 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; 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. 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.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

Authorized Signature:  Date: 3/18/08

BID BOND PREPARATION INSTRUCTIONS

AGENCY _____ (A)
RFQ/RFP# _____ (B)

- (A) WV 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
- (W) Signature of Attorney in Fact of the
Surety

NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

Bid Bond

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).

Principal Corporate Seal

(R)

(Name of Principal)
By _____
(Must be President or
Vice President)

Title

(U)
Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.**

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
DEP14244, Green Mountain Energy, Inc. in Wyoming County, according to plans and specifications.

NOW THEREFORE,

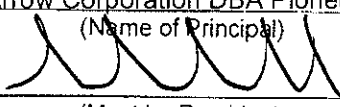
- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal and shall in all other respects perform the
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
21st day of February, 2008

Principal Corporate Seal

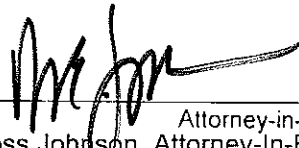
Eastern Arrow Corporation DBA Pioneer Construction
(Name of Principal)

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

Richard L. Kinnaid, Jr. By: Richard L. Kinnaid, 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. Kinnaid, 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 21st day of February, A D, 2008



Frank A. Carrino Secretary Frank A. Carrino, Secretary