



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  
**DEP14245**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

**J & B Excavating, Inc.**  
**333-A Call Rd.**  
**Charleston, WV 25312**

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
02/27/2008				

BID OPENING DATE: **04/03/2008**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		JB		962-73		\$ 689,000.00
<p><b>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</b></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 STONEY COAL COMPANY, NOW UNDER REVOKED PERMIT NUMBER(S) U-3024-88, U-3028-86 &amp; D-109-82. THIS SITE CONSISTS OF APPROXIMATELY 21 ACRES AND IS LOCATED NEAR WYCO, 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 03/11/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBI CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: FROM THE AMIGO POST OFFICE, SOUTH OF BECKELY, TAKE ST. RT. 16 SOUTH TOWARD MULLENS. TRAVEL 3.4 MILES AND TURN RIGHT ONTO WYCO HOLLOW ROAD. (COUNTY ROUTE 12/1). TRAVEL 1.2 MILES AND TURN LEFT. TRAVEL 200 FEET TO THE ORANGE GATE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Sam Crumpton</i>	TELEPHONE 984-3528	DATE 4/3/08
TITLE President	FEN 55-0717135	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.

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**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  
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PURCHASING

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 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911**

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<p><b>PURCHASING.</b></p> <p><b>EXHIBIT 5</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR WYOMING COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</b></p> <p><b>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.</b></p> <p><b>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</b></p> <p><b>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</b></p> <p><b>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF</b></p>						

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<p>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 &amp; 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 style="text-align: center;">CONTRACTORS LICENSE</p> <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</p>						

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<p>LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:            CONTRACTORS NAME - ... <i>J+B Excavating, Inc.</i> ...            CONTRACTORS LICENSE NO. - <i>WV034117</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 style="text-align: center;">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> <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>						

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<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, ALTERATIO 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, O 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 UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL</p>						

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	<p><b>PRODUCTS IF:</b></p> <p><b>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></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>REV. 10/01/01</b></p> <p><b>EXHIBIT 7</b></p> <p><b>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</b></p> <p><b>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</b></p>					

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SUBJECT

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SUPPLIER

**ENVIRONMENTAL PROTECTION**  
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<p>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 &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING</p>						

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VENDOR

STATE

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<p><b>CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</b></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 style="text-align: center;">DEP14245</p> <p><b>ADDENDUM ACKNOWLEDGEMENT</b></p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

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ADDENDUM NOS.:						
NO. 1	.....	.....	.....	.....	.....	.....
NO. 2	.....	.....	.....	.....	.....	.....
NO. 3	.....	.....	.....	.....	.....	.....
NO. 4	.....	.....	.....	.....	.....	.....
NO. 5	.....	.....	.....	.....	.....	.....
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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><i>Basil Crisp</i>.....SIGNATURE  <i>J+B Excavating, Inc.</i>.....COMPANY  <i>4/3/08</i>.....DATE</p>						
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						

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'





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VENDOR:

### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Stoney Coal Company, Permit U-3024-88, 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 # 9.0 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 # 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. Remove any and all debris from site. Contractor must provide documentation of proper disposal. Debris removal shall be incidental to and included in the cost of regrading.
7. Backfill approximately 250 linear feet of highwall remnants.
8. Eliminate Pond C by regrading dike and removing outlet pipes to establish a sheet flow drainage pattern. Note: All water impounding structures shall be pumped down prior to regrading. Water shall be discharged in a controlled manner.
9. Eliminate Pond D by regrading and removing outlet pipes to establish a sheet flow drainage pattern. NOTE: Any black/potentially toxic material encountered on site shall be covered with a minimum of one (1) foot of soil.
10. Construct approximately one thousand three hundred (1,300) linear feet of Ditch Two (2). Ditch Two (2) shall be constructed along the western side of Pond C to place it in more solid material for construction and shall be tied into the natural stream channel above and below the permitted area. The regraded Pond C and Pond D areas shall sheet flow to Ditch Two (2). Additional randomly placed stones shall be placed in Ditch Two (2) approximately every fifty (50) feet in length to create pools and riffles to form a natural stream channel.

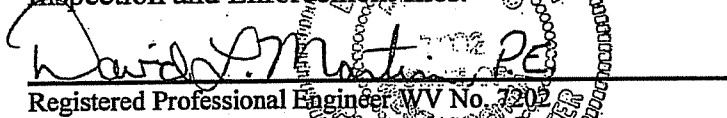
BUYER - CB-23	PAGE 014	REQ. OR PO NO. DEP14245
SPENDING UNIT		
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VENDOR:

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11. Eliminate the punchout sump by regrading and removing outlet pipe to establish a sheet flow drainage pattern.
12. Install 300 linear feet of haybale dike for sediment control during and after construction.
13. Regrade and revegetate six (6) acres of disturbance.

I David L. Martin, Sr., the undersigned, hereby certify <sup>1</sup> 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 24, 2008

<sup>1</sup> 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
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>Stoney Coal Company</u></b>				
<b>PERMIT NUMBER(S): <u>U-3024-88</u></b>				
<b>The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.</b>				
<b>J &amp; B Excavating, Inc. 333-A Call Rd. Charleston, WV 25312</b>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>5,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>500.00</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>3,000.00</u>
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>25,000.00</u>
5.0	LUMP SUM	<u>REGRADEING AND TOPSOILING</u>	LUMP SUM	\$ <u>5,000.00</u>
6.0		<u>REVEGETATION</u>		
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>2,000.00</u>
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>2,000.00</u>
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>2,000.00</u>
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>2,000.00</u>
7.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>5,000.00</u>
8.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
8.1	LUMP SUM	<u>ELIMINATE POND C</u>	LUMP SUM	\$ <u>35,000.00</u>

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 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
8.2	LUMP SUM	<u>ELIMINATE POND D</u>	LUMP SUM	\$ <u>5,000.<sup>00</sup></u>
8.3	LUMP SUM	<u>ELIMINATE PUNCHOUT SUMP</u>	LUMP SUM	\$ <u>1,000.<sup>00</sup></u>
9.0	<u>300</u> LF	<u>HAYBALE DIKE (Max. Bid \$5.00 Per LF)</u>	\$ <u>5.<sup>00</sup></u> PER LF	\$ <u>1,500.<sup>00</sup></u>
10.0	LUMP SUM	<u>DITCH TWO (2)</u>	LUMP SUM	\$ <u>130,000.<sup>00</sup></u>
11.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	\$ _____
<b>TOTAL FOR PERMIT <u>U-3024-88</u></b>				\$ <u>224,000.<sup>00</sup></u>



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

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### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Stoney Coal Company, Permit U-3028-86, 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:

14. 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 # 14.0. If, fuel and lubricants are to be stored on site, bid item # 13.0 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.
15. Storm water management in the form as described in bid item # 20.0 shall be installed.
16. 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.
17. Construction stakeout as necessary to carry out work. (Bid Item # 18.0 )
18. 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.
19. Remove any and all debris from site. This shall include the belt transfer bin in the right fork section of the permit. Contractor must provide documentation of proper disposal. Debris removal shall be incidental to and included in the cost of regrading.

#### Left Fork Area

20. Eliminate Pond E by regrading to establish a sheet flow drainage pattern to Ditch 2. Note: All water impounding structures shall be pumped down prior to regrading. Water shall be discharged in a controlled manner.
21. Backfill to eliminate approximately 250 linear feet of highwall remnants. The backfilled slope shall be no steeper than 2 horizontal to 1 vertical. Backfilling may make it necessary to extend the existing mine seal pipes. The mine seal pipes shall be extended 3 feet beyond the toe of the slope. The cost of the mine seal pipe extensions shall be incidental to and included in the cost of backfilling.
22. Construct approximately 75 linear feet of Ditch Three (3) to carry natural drain to Ditch Two (2).
23. Construct approximately 150 linear feet of Ditch Four (4) to carry discharge from backfilled area to Ditch Two (2).

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VENDOR:

**Right Fork Area**

24. Backfill to eliminate approximately 120 linear feet of highwall remnants on the west side of stream.
25. Backfill to eliminate approximately 200 linear feet of highwall remnants on the east side of stream, backfilling may make it necessary to extend mine seal pipes and to re-establish the swale draining mine seals to wetland.
26. Install 300 linear feet of haybale dike for sediment control during and after construction.
27. Regrade and revegetate six (6) acres of disturbance.

I David L. Martin, Sr., the undersigned, hereby certify <sup>1</sup> 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.

*David L. Martin, P.E.*  
Registered Professional Engineer WV No. 7202

Date: JANUARY 24, 2008

<sup>1</sup> 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
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>Stoney Coal Company</u></b>				
<b>PERMIT NUMBER(S): <u>U-3028-86</u></b>				
<b>The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.</b>				
<b>J &amp; B Excavating, Inc. 333-A Call Rd. Charleston, WV 25312</b>				
12.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>3,000.00</u>
13.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>500.00</u>
14.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>2,000.00</u>
15.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>50,000.00</u>
16.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ <u>5,000.00</u>
17.0		<u>REVEGETATION</u>		
17.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>2,000.00</u>
17.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>2,000.00</u>
17.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>2,000.00</u>
17.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>2,000.00</u>
18.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>3,000.00</u>
19.0	LUMP SUM	<u>ELIMINATE POND E</u>	LUMP SUM	\$ <u>5,000.00</u>
20.0	300 LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>5.00</u> PER LF	\$ <u>1,500.00</u>

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 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
21.0		<u>RIP-RAP DITCH</u>		
21.1	LUMP SUM	<u>DITCH THREE (3)</u>	LUMP SUM	\$ <u>3,750.<sup>00</sup></u>
21.2	LUMP SUM	<u>DITCH FOUR (4)</u>	LUMP SUM	\$ <u>7,500.<sup>00</sup></u>
22.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	\$ _____
<b>TOTAL FOR PERMIT <u>S-3028-86</u></b>				\$ <u>89,250.<sup>00</sup></u>

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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 Stoney Coal Company, Permit D-109-82, 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:

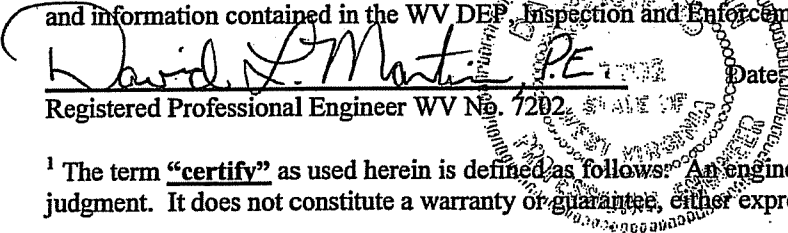
28. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 25.0. If, fuel and lubricants are to be stored on site, bid item # 24.0 shall be in place before fuel is delivered. Project sign shall be constructed 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.
29. Storm water management in the form as described in bid item # 30.0 shall be installed.
30. 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.
31. Construction stakeout as necessary to carry out work. (Bid Item # 28.0 )
32. 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.
33. Remove any and all debris from site, this shall include but is not limited to the small block building on site. Concrete and cinder block may be broken into sections no larger than 4 feet in any direction and buried on site. Any rebar or reinforcing steel shall be cut off flush with the surface of the pieces and be disposed of off site. Contractor must provide documentation of proper disposal of all debris. Debris removal shall be incidental to and included in the cost of regrading.
34. Eliminate Pond F by cutting down and regrading dike material to establish a sheet flow drainage pattern to Ditch Five (5) and downstream. All water impounding capacity of Pond F shall be eliminated. Note: all water impounding structures shall be pumped down prior to regrading/cutting down the dike. Water shall be discharged in a controlled manner. Water shall be diverted to bypass Pond F during regrading and construction of Ditch Five (5) and Ditch Six (6).
35. Construct approximately one thousand eight hundred (1,800) linear feet of Ditch Five (5) along the eastern shoreline of Pond F. Ditch Five (5) shall be constructed in competent dry material and shall wind back and forth to mimic the current shoreline. Stone shall be placed in a 24 inch thick blanket per attached plans and specifications. Random large stone shall be embedded about every 50 feet in length of Ditch Five (5). The large stones shall be embedded randomly from side to side in the bottom of Ditch Five (5). Additional stones shall be placed randomly above each embedded large stone to create pools and riffles to form a natural stream channel.

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VENDOR:

36. Construct approximately 250 linear feet of Ditch 6 to carry discharge from the existing drainage ditch on the eastern shoreline to the constructed Ditch 5. Ditch 6 shall be constructed in competent dry material. NOTE: Contractor may establish a rock borrow area on site. Site shall require prior approval from DEP. Any area utilized for a rock borrow area shall be regraded to no steeper than a two (2) horizontal to one (1) vertical slope. Adequate soil cover to establish permanent vegetation on rock borrow area shall be provided. Any access roads disturbed by rock borrow area shall be re-established with uniform grade and a well drained durable surface.
37. Seal one well, in accordance with the attached borehole sealing specifications. The casing shall be removed to a depth of one (1) foot below the current ground level. Note: Any pumps, electrical lines, etc. shall be removed from casing prior to sealing.
38. Install 300 linear feet of haybale dike, for sediment control during and after construction.
39. Regrade and revegetate nine (9) acres of disturbance. Note: The Wetland Area Mix shall be used on all areas of this permit.

I David L. Martin, Sr., the undersigned, hereby certify<sup>1</sup> 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 JANUARY 24, 2008  
Registered Professional Engineer WV No. 7202

<sup>1</sup> 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
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>Stoney Coal Company</u></b>				
<b>PERMIT NUMBER(S): <u>D-109-82</u></b>				
<b>The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.</b>				
<b>J &amp; B Excavating, Inc. 333-A Call Rd. Charleston, WV 25312</b>				
23.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>10,000.00</u>
24.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>500.00</u>
25.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>3,080.00</u>
26.0	LUMP SUM	<u>REGRAVING AND TOPSOILING</u>	LUMP SUM	\$ <u>5,000.00</u>
27.0		<u>REVEGETATION</u>		
27.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>3,375.00</u>
27.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>3,375.00</u>
27.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>3,375.00</u>
27.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>3,375.00</u>
28.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>5,000.00</u>
29.0	LUMP SUM	<u>ELIMINATE POND F</u>	LUMP SUM	\$ <u>127,250.00</u>
30.0	300 LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>5.00</u> PER LF	\$ <u>1,500.00</u>





STATE OF WEST VIRGINIA  
Purchasing Division

071

# 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](http://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: J+B Excavating, Inc.

Authorized Signature: [Signature] Date: 4/3/08

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, J & B Excavating, Inc.  
\_\_\_\_\_ of Charleston, WV, as Principal, and Western Surety Company  
\_\_\_\_\_ of Sioux Falls, SD, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
SD with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
DEP 14245 - Stoney Coal Company - According to Plans & Specifications

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
3rd day of April, 2008.

Principal Corporate Seal

J & B Excavating, Inc.  
(Name of Principal)

By Basil Carpenter  
(Must be President or  
Vice President)

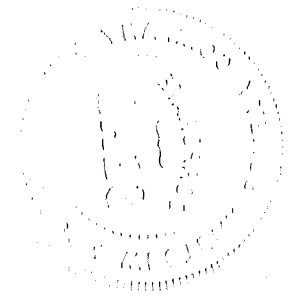
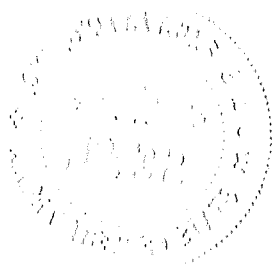
Basil Carpenter President  
(Title)

Surety Corporate Seal

Western Surety Company  
(Name of Surety)

By: Gregory T. Gordon  
Gregory T. Gordon, WV Resident Agent Attorney-in-Fact

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



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Kimberly J Wilkinson, Larry D Kerr, Allan L Mc Vey, Gregory T Gordon, Patricia A Fincke, Patricia A Moye, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2007.

WESTERN SURETY COMPANY



*Paul T. Bruflat*

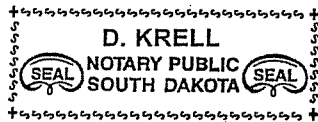
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of July, 2007, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



*D. Krell*

D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of April, 2008.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

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

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

