



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

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	FOB	FREIGHT TERMS
03/19/2008				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** ADDENDUM NO. 1 *****					
	ADDENDUM ISSUED FOR THE STONEY COAL COMPANY PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 03/11/08 MANDATORY PRE-BID MEETING. THE REVISED PAGE FIVE(5) OF THE BID SCHEDULE IS ALSO ATTACHED.					
	BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/03/08 AT 1:30 PM.					
	***** NO OTHER CHANGES *****					
0001		JB		962-73	TOTAL	475,866 ⁰⁰
	RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES					
	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					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: 304-414-0255 DATE: 4-2-08

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

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PAGE 1 OF 2

RFQ # : DEP14245
Project: Stoney Coal Company

Bid Date: 04/03/08
Pre-Bid Date: 03/11/08

Name : Tony Bradford
Company: Pineville Paving & Excavating, Inc.
Address: P.O. Box 1290
271 Pineville WV 24874
Phone #: 304-732-8303
Fax #: 304-732-7855
Email : _____

Name : Roger L. Collins Jr.
Company: Collins Building & Contracting, Inc.
Address: 780 Carly Rd.
Flintknobs, WV
26021
Phone #: 704-745-7521
Fax #: 765-3521
Email : _____

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN COMPANY
Address: 511 50th STREET
272 CHARLESTON WV
25304
Phone #: 304 925 0253
Fax #: 304 925 9230
Email : Jody May @ AOL COM

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

Name : Robert Baines
Company: BAINES EXC. INC.
Address: P.O. Box 13384
275 Sissonville
WV 25360
Phone #: 984-1725
Fax #: 984-0074
Email : NONE

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

Name : BASIL CARPENTER
Company: J AND B Ex INC
Address: 333 A Cull RD
276 Chas WV 25312
Phone #: 304 546-1601
Fax #: " 984-8528
Email : _____

Name : JAM Skidmore
Company: JAM'S Excavation
Address: 655 Poplar Ridge
280 Sutton, WV 26601
Phone #: 304-765-2194
Fax #: 304-765-2066
Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PAGE 2 OF 2

RFQ # : DEP14245
Project: Stoney Coal Company

Bid Date: 04/03/08
Pre-Bid Date: 03/11/08

Name : Doug Vincent
Company: Breakaway Inc.
Address: 1075 old Turnpike Rd
279 Sutton, WV 26601
Phone #: 765-5317
Fax #: 765-5389
Email : breakaway-inc@verizon.net

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

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

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

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

DEP14245
Addendum No.1

Stoney Coal Company

Permit Numbers: U-3024-88, U-3028-86, & D-109

ON SCOPE OF WORK FOR PERMIT:U-3024-88:

NOW READS:

11. – Eliminate the punchout sump by regrading and removing outlet pipe to establish a sheet flow drainage pattern.

TO READ:

11. – Eliminate the punchout sump by regrading and removing outlet pipe to establish a sheet flow drainage pattern. **NOTE: Elimination of the punchout sump shall be incidental to and included in the cost of regrading.**

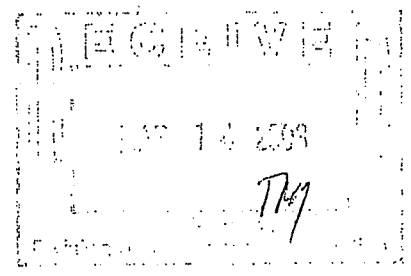
ON THE BID SCHEDULE FOR PERMIT: U-3024-88

NOW READS:

Bid Item 8.3 – Eliminate Punchout Sump

TO READ:

Bid Item 8.3 – Delete This Item Entirely



Pre-Bid Conference

March 11, 2008

Questions and Answers

Q1. Referring to highwall remnants on U-3024-88. Does your backfilled slope have to be on a slope of 2 horizontal to 1 vertical?

A1. No, we do not think you can put it on 2 to 1 slope. The existing backfilled slope is steeper than 2 to 1, you need to work your way out and compact it as you come out and put it back on the slope necessary to eliminate this highwall.

DEP14245
Addendum No.1

Q2. Referring to highwall remnants on U-3024-88. Do you anticipate having to extend the mine seal pipes to be able to stabilize the slope?

A2. On this side, we do not anticipate extending those out any. What we propose that you do, is work your way up over to the far lefthand side and work your way out, putting it on the current same slope or the slope necessary to eliminate the top of the wall. We don't anticipate you extending the pipes out any on this site.

Q3. Referring to backfilling of highwall remnants on U-3024-88. Does everything on the outside have to be tracked?

A3. No, it does not have to be tracked. You compact it in with an excavator as you work your way out. When you cut your road in there, you are going to spill material down over that will have to be stabilized, worked back up, and worked in.

Q4. Referring to Pond C outlet pipes on U-3024-88. You are taking these pipes out, do you have to leave access up the hollow. Is the road going to remain going on up the hollow.

A4. It does not go anywhere to my knowledge, but I don't see why you wouldn't have a road left up the side of the hollow.

Q5. Referring to Ditch Two (2) on U-3024-88. Are you paying linear feet on this ditch? Where does it start and stop at?

A5. We are not paying linear feet, we are paying lump sum. It will start below Pond D and run 1300 linear feet up the hollow to the end of Pond C.

Q6. Referring to mine seal pipes on Left Fork Area of U-3028-86. Do you have to extend the stone out around the pipe along with the pipe?

A6. We will extend only the pipe and move the animal guards out to the end of your extension.

Q7. Is Ditch Four (4) a V-Ditch?

A7. Yes.

Q8. Referring to highwall remnants on Right Fork Area of U-3028-86. Are you going to backfill to the top of freshly exposed rock?

A8. Yes.

Q9. Referring to gullies in backfill on highwall remnants on Right Fork Area of U-3028-86. Do you plan on fixing these washouts?

A9. We did not plan to fix them. If you disturb it, it has to be regraded and reseeded.

Q10. Referring to highwall remnants on Right Fork Area of U-3028-86. This piece of wall (at upstream end of remnants) are you going to backfill it also?

A10. This piece of wall on this corner, we did not plan on doing anything with it.

DEP14245
Addendum No.1

Q11. Referring to backfill material on Right Fork Area of U-3028-86. Where do you plan on getting backfill material?

A11. You can get backfill material in these areas previously disturbed.

Q12. Referring to U-3028-86 – acres of regrading and revegetation? Do the six (6) acres you are going to seed include this site and the last site?

A12. Yes, it includes Left and Right Fork Areas. These are approximate acres you need to look and see what you will need to do and bid it accordingly, lump sum.

Q13. Referring to highwall remnants on Right Fork Area of U-3028-86. Since that already slipped and we have backfill it again, it will probably slip again. If it slips and blocks the road, what do we do?

A13. We want you to minimize what you disturb. Blocking the road would be a problem, the road has to stay open.

Q14. Referring to highwall remnants on Right Fork Area of U-3028-86. Can you use the bench along highwall to access highwall for backfilling?

A14. It is your responsibility as the contractor to figure out how to get up there and do what needs to be done.

Q15. Referring to the warranty period on highwall remnants on Right Fork Area of U-3028-86. Will the warranty period restart when it slips again?

A15. If it stays in place until we accept the job, we won't require you to go back on it unless that is the last thing you do on the project prior to demobilization.

Q16. Referring to debris removal along access roads. A bunch of debris is in the creek and over across the creek, is that included in this project?

A16. We are not going across the creek. We will go over the bank and along the sides of the road on both sides.

Q17. Referring to Pond F and Ditch Five (5) on D-109-82. Does the pond area have to sheet flow to the ditch?

A17. Yes, the regraded area has to sheet flow to Ditch Five (5). There will be areas where you may need to put a little ditch off the main channel so it will weep and drain.

Q18. Referring to rock borrow area on D-109-82. Can you use rock borrow area for rock for all three (3) permits?

A18. Yes.

Q19. Referring to Pond F on D-109-82. Does Ditch Five (5) go through that delta of sediment?

A19. You have to tie the Ditch Five (5) into the stream channel. You may have to pad some solid material in to get across the delta of sediment.

DEP14245
Addendum No.1

Q20. Referring to Pond F on D-109-82. Do you think the pond is deeper than three (3) feet?

A20. Yes, but we do not have an accurate depth on it.

Q21. Referring to Pond F on D-109-82. How do you divert the water off of you during construction of Ditch Five (5)?

A21. You are going to have to pump it around you or cut a diversion ditch around it.

Q22. Referring to bridge below Pond F on D-109-82. Does the bridge stay?

A22. Yes.

Q23. Referring to emergency spillway on Pond F on D-109-82. Are we going to backfill the spillway?

A23. We think you would establish your rock borrow area there. If you don't disturb it, we will not do anything with it.

Q24. Referring to the well on D-109-82. Do you have to have a certified well driller to seal that well?

A24. Yes, but if you cannot secure the services of a certified well driller, the inspector will need to be on site to verify and sealing you would do yourself.

Q25. Do you have to have certified blasters?

A25. The requisition requires you to comply with all blasting regulations of the WVDEP.



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Request for Quotation

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DEP14245

PAGE
1

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

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES 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 & D-109-82. THIS SITE CONSISTS OF APPROXIMATELY 21 ACRES AND IS LOCATED NEAR WYCO, WV IN WYOMING COUNTY. 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. A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 03/11/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. 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. 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
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 Charleston, WV 25305-0130

Request for Quotation

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PAGE
2

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

RODNEY

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

SHIP TO

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PURCHASING.						
EXHIBIT 5						
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.						
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.						
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.						
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.						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						
(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF						

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 PO BOX 4108
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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.		
				() 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.		
				(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 TH 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.		
				() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.		
				REV. 11/00		
				CONTRACTORS LICENSE		
				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		

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 - ..EASTERN ARROW CORP INC CONTRACTORS LICENSE NO. - ..WV.022303.....</p> <p>THE SUCCESSFUL BIDDER IS REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <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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SUPPLIER

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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, 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 DEP14245

PAGE
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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
02/27/2008				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PRODUCTS IF:</p> <p>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,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>						

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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 & 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>						

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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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	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
<p>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>DEP14245</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	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
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>..... SIGNATURE</p> <p>..... EAST ARROW COMPANY</p> <p>..... 4-2-08 DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-414-0255	4-2-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55.0754491	

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



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

Request for Quotation

RFQ NUMBER
DEP14245

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

BIDDING

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

SPECIAL

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
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 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
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: CB-23 REQ. NO.: DEP14245 BID OPENING DATE: 04/03/2008 BID OPENING TIME: 1:30 P.M. PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304 414-0256 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- ANN KAROWICZ -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-414-0255	DATE 4-2-08
TITLE PRESIDENT	FEIN 55-0754491	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

BUYER CB-23	PAGE 11	REQ. OR PO NO. DEP14245
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

DIRECTIONS TO PRE-BID CONFERENCE

(WE WILL MEET HERE, AT THE ORANGE GATE, AND TRAVEL TO THE SITES AS A GROUP)

FROM THE AMIGO POST OFFICE, SOUTH OF BECKLEY, TAKE STATE ROUTE 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.

DIRECTIONS TO SITES

U-3024-88 AND LEFT FORK SECTION OF U-3028-86

AFTER PASSING THROUGH THE ORANGE GATE, TRAVEL 0.1 MILE AND KEEP RIGHT. TRAVEL 1.1 MILES AND KEEP STRAIGHT. TRAVEL 1.3 MILES TO THE MINE SITE.

RIGHT FORK SECTION OF U-3028-86

AFTER PASSING THROUGH THE ORANGE GATE, TRAVEL 0.1 MILE AND KEEP RIGHT. TRAVEL 1.1 MILES AND TURN RIGHT ACROSS THE STREAM. TRAVEL 0.5 MILE AND KEEP STRAIGHT. TRAVEL 0.9 MILE TO THE MINE SITE.

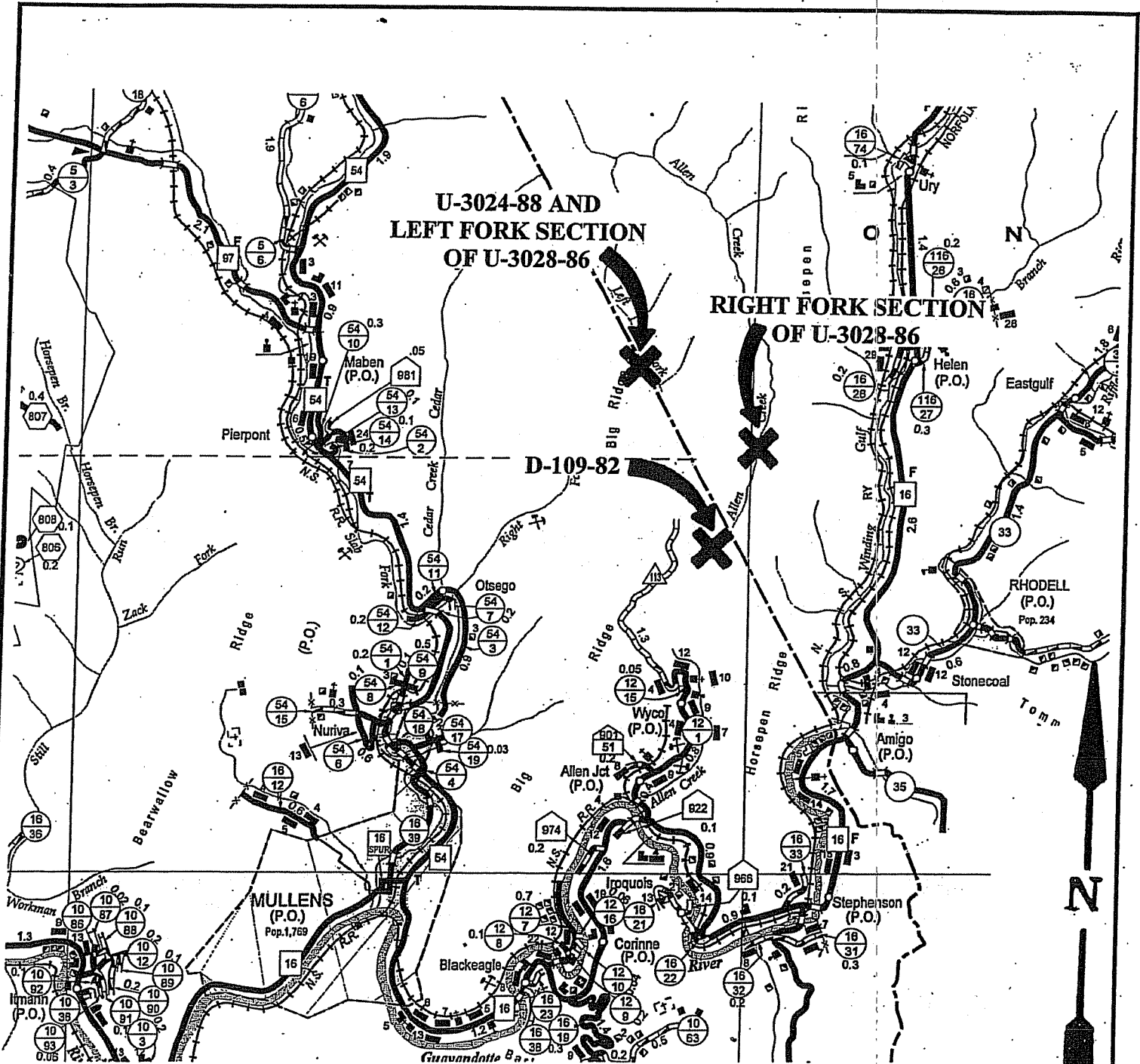
D-109-82

AFTER PASSING THROUGH THE ORANGE GATE, TRAVEL 0.1 MILE AND KEEP RIGHT. TRAVEL 1.1 MILES AND TURN RIGHT ACROSS THE STREAM. TRAVEL 0.5 MILE AND TURN RIGHT ONTO THE MINE SITE.

OFFICE OF SPECIAL RECLAMATION	
STONE COAL COMPANY	
U-3024-88, U-3028-86, AND D-109-82	
SCALE: N/A	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER	PAGE	REQ. OR PO NO.
CB-23	112	DEP14245
SPENDING UNIT:		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



LOCATION MAP

OFFICE OF SPECIAL RECLAMATION	
STONE COAL COMPANY	
U-3024-88, 3028-86, AND D-109-82	
SCALE:	DRAWN BY:
N/A	
DATE:	PROJECT NO:

BUYER CB-23	PAGE 13	REQ. OR PO NO. DEP14245
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 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:

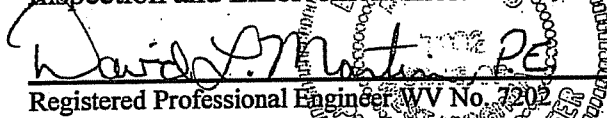
- ✓ 1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign shall be constructed 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.

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WV-36a STATE OF WEST VIRGINIA
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 VENDOR:

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 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 24, 2008

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

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>Stoney Coal Company</u>				
PERMIT NUMBER(S): <u>U-3024-88</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	\$ 1,000
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ 1,000
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 1,000
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ 15,000
5.0	LUMP SUM	<u>REGRADING AND TOPSOILING</u>	LUMP SUM	\$ 5,000
6.0		<u>REVEGETATION</u>		
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ 3,000
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ 3,000
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ 3,000
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ 3,000
7.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ 1,000
8.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
8.1	LUMP SUM	<u>ELIMINATE POND C</u>	LUMP SUM	\$ 25,500

1/2/02

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

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

SEE ADD #1 REV. 520 SHEET

DEP14245 REVISED PER ADDM #1

BUYER CB-23	PAGE 5	REQ. OR PO NO. DEP14245
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

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

008

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
8.2	LUMP SUM	<u>ELIMINATE POND D</u>	LUMP SUM	\$ <u>25,500</u> ^{4.208}
9.0	<u>300</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>1.00</u> PER LF	\$ <u>300.00</u>
10.0	LUMP SUM	<u>DITCH TWO (2)</u>	LUMP SUM	\$ <u>80,600</u>
11.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	\$ <u>—</u>
TOTAL FOR PERMIT <u>U-3024-88</u>				\$ <u>167,900</u>

BUYER CB-23	PAGE 017	REQ. OR PO NO. DEP14245
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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 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).

BUYER CB-23	PAGE 018	REQ. OR PO NO. DEP14245
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

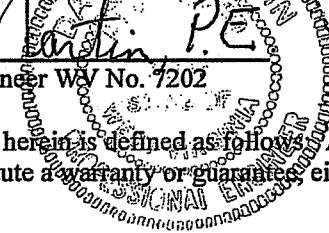
WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

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 certify¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.

David L. Martin, Sr. PE
Registered Professional Engineer WV No. 7202



Date: JANUARY 04, 2008

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

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>Stoney Coal Company</u>				
PERMIT NUMBER(S): <u>U-3028-86</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
✓ 12.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 1,000 ⁻
✓ 13.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ 1,000 ⁻
✓ 14.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 1,000 ⁻
✓ 15.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ 10,500 ⁻
✓ 16.0	LUMP SUM	<u>REGRADING AND TOPSOILING</u>	LUMP SUM	\$ 5,000 ⁻
✓ 17.0		<u>REVEGETATION</u>		
✓ 17.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ 3,000 ⁻
✓ 17.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ 3,000 ⁻
✓ 17.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ 3,000 ⁻
✓ 17.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ 3,000 ⁻
✓ 18.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ 1,000 ⁻
✓ 19.0	LUMP SUM	<u>ELIMINATE POND E</u>	LUMP SUM	\$ 20,000 ⁻
✓ 20.0	300 LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ 1 ⁰⁰ PER LF	\$ 300 ⁻

BUYER CB-23	PAGE 020	REQ. OR PO NO. DEP14245
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 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>2250</u>
21.2	LUMP SUM	<u>DITCH FOUR (4)</u>	LUMP SUM	\$ <u>4500</u>
22.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	\$ <u>—</u>
TOTAL FOR PERMIT <u>S-3028-86</u>				\$ <u>58,550</u>

BUYER CB-23	PAGE 021	REQ. OR PO NO. DEP14245
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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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.

BUYER CB-23	PAGE 022	REQ. OR PO NO. DEP14245
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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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 certify¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.

David L. Martin, Sr. P.E. Date JANUARY 27, 2008
Registered Professional Engineer WV No. 7202

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

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>Stoney Coal Company</u>				
PERMIT NUMBER(S): <u>D-109-82</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
23.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 1000 ⁻
24.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ 1000 ⁻
25.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 1000 ⁻
26.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ 82,166 ⁰⁰
27.0		<u>REVEGETATION</u>		
27.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ 4500 ⁻
27.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ 4500 ⁻
27.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ 4500 ⁻
27.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ 4500 ⁻
28.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ 1000 ⁻
29.0	LUMP SUM	<u>ELIMINATE POND F</u>	LUMP SUM	\$ 20,000 ⁻
30.0	300 LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ 1 ⁰⁰ PER LF	\$ 300 ⁻

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
31.0		<u>RIP-RAP DITCH</u>		
31.1	LUMP SUM	<u>DITCH SIX (6)</u>	LUMP SUM	\$ 8750 ⁰⁰
31.2	LUMP SUM	<u>DITCH FIVE (5)</u>	LUMP SUM	\$ 115,200 ⁰⁰
32.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
33.0	LUMP SUM	<u>SEAL WELL (BOREHOLE)</u>	LUMP SUM	\$ 1000 ⁻
		TOTAL FOR PERMIT <u>D-109-82</u>		\$ 249,416 ⁰⁰
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		TOTAL FOR PERMIT <u>U-3024-88</u>		\$ 167,900 ⁰⁰
		TOTAL FOR PERMIT <u>U-3028-86</u>		\$ 58,550 ⁰⁰
		TOTAL FOR PERMIT <u>D-109-82</u>		\$ 249,416 ⁰⁰
		<u>GRAND TOTAL FOR ALL PERMITS</u>		\$ 475,866 ⁰⁰

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 exceeds five percent of the total contract amount.

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: EASTERN ARROW CORP INC.

Authorized Signature:  Date: 4-2-08

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eastern Arrow Corporation DBA Pioneer Construction
of PO Box 4108, Charleston, West Virginia 25364, as Principal, and Ohio Farmers Insurance Company
of PO Box 5001 Westfield Center Ohio, 44251, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of bid amount (\$ 5% of bid amount) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DEP14245, Stoney Coal Company, in Wyoming County, according to plans and specifications.

NOW THEREFORE,

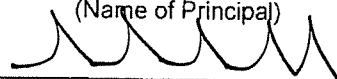
- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
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
7th day of March, 2008.

Principal Corporate Seal


Eastern Arrow Corporation DBA Pioneer Constructor
(Name of Principal)

By 
(Must be President or
Vice President)

Ann Wardwell, President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)


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

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

General Power of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ROSS E. JOHNSON, H. RANDOLPH NEVILLE, PATRICK B. KEE, SHEILA D. MCCORMICK, JOINTLY OR SEVERALLY

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

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

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

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

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

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

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

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

State of Ohio County of Medina ss.:

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

Notarial Seal Affixed



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

State of Ohio County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of March A.D., 2008. .



Frank A. Carrino Secretary