



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

# Request for Quotation

BFO NUMBER  
 DEP14253

PAGE  
 1

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

\*004103656 304 984-1725  
 BARNES EXC INC  
 PD BOX 13384  
 SISSONVILLE WV 25360

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
05/01/2008				

BID OPENING DATE: 06/18/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		# 512,000.
<p>RECLAMATION: RESTORATION OF LAND</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 LODESTAR ENERGY, INC., NOW UNDER REVOKED PERMIT NUMBER(S) S-19-85. THIS SITE CONSISTS OF APPROXIMATELY 8 ACRES AND IS LOCATED NEAR TIOGA, WV IN NICHOLAS COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 05/29/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBI CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: FROM THE CALVIN POST OFFICE, TRAVEL APPROXIMATELY 2.5 MILES EAST ON ROUTE 55. TURN LEFT PAST THE RANCH HOUSE RESTAURANT ONTO ROUTE 3. TRAVEL APPROXIMATELY 3.7 MILES AND TURN LEFT ONTO DELPHI ROAD (RT. 3/4). TRAVEL APPROXIMATELY 2.0 TO END OF ROAD, ENDING AT GATE TO SITE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, PURCHASING DIVISION, STATE OF WV</p>						

RECEIVED

2008 JUN 23 A 8:18

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Cathern Barnes* TELEPHONE 304-984-1725 DATE 6/18/08  
 TITLE *President* FEIN 550736745 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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<p>OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NICHOLAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Cathern Borman</i>	TELEPHONE 304-984-1725	DATE 6/18/08
TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:            CONTRACTORS NAME - .... <i>Barnes Exc. Inc.</i> .....            CONTRACTORS LICENSE NO. - <i>WV023257</i>.....</p> <p>THE SUCCESSFUL BIDDER IS REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						

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<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p>						

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2.						
<p>THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL 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>						
3.						
<p>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 &amp; 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</p>						

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<p>STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: center;">DEP14253</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1	.....	.....	✓	.....		
NO. 2	.....	.....		.....		
NO. 3	.....	.....		.....		
NO. 4	.....	.....		.....		
NO. 5	.....	.....		.....		
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
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.						
..... <i>Cather Barnes</i> .....					SIGNATURE	
..... <i>Barnes Exc. Inc.</i> .....					COMPANY	
..... <i>6/18/08</i> .....					DATE	
REV. 11/96						
NOTICE						

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BUYER CB-23	PAGE 011	REQ. or P.O. No. DEP14253
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION		

WV-36  
REV. 1/29/02  
VENDOR:

STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET

## Site Directions

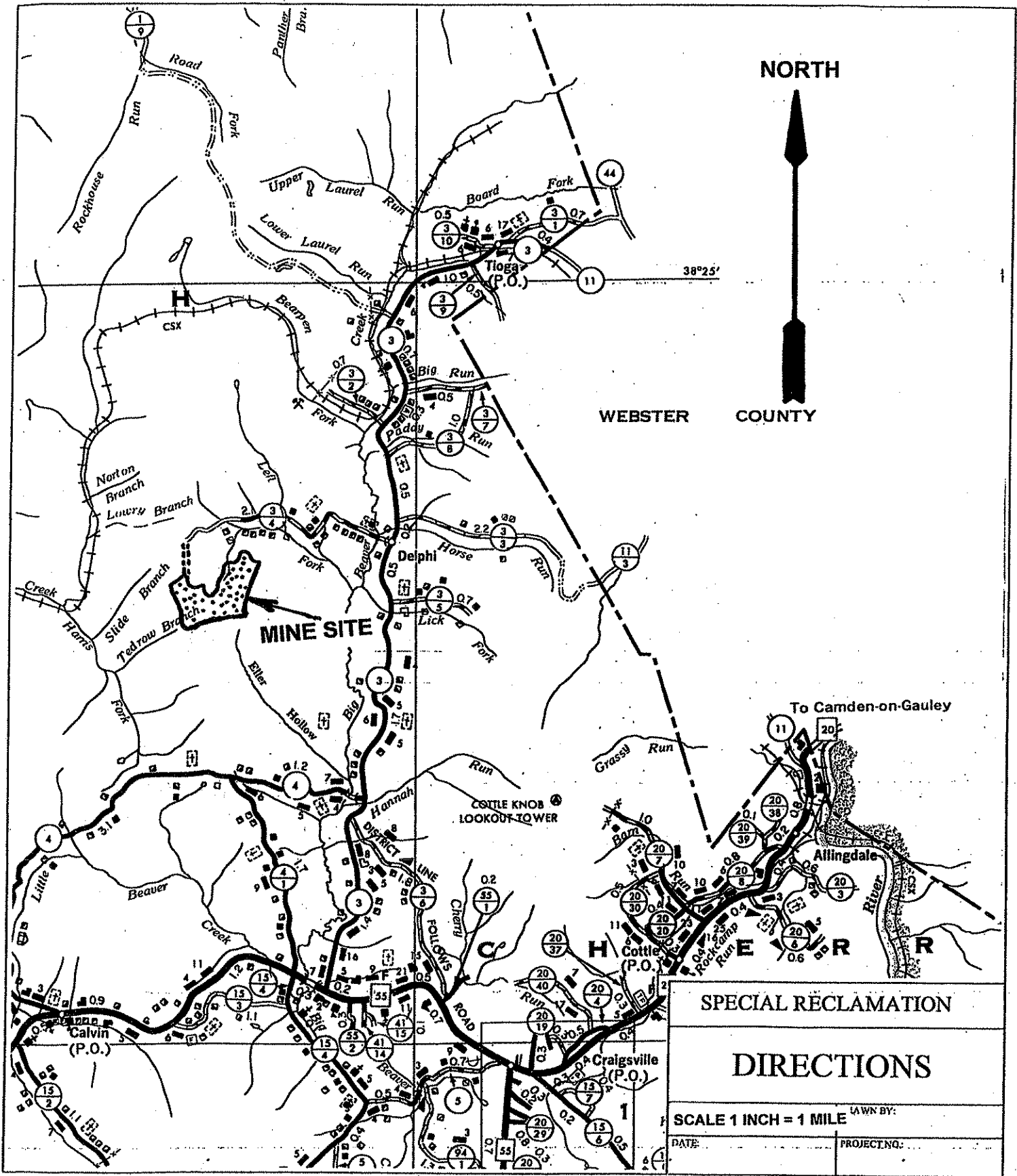
**Lodestar Energy, Inc.  
Permit # S-19-85**

**From Calvin post office, travel approximately 2.5 miles east on Rt. 55. Turn left past the Ranch House Restaurant onto Rt. 3. Travel approximately 3.7 miles and turn left onto Delphi Road (Rt. 3/4). Travel approximately two miles to end of road and end at gate to site.**

SPECIAL RECLAMATION	
DIRECTIONS	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

WV-36  
REV. 1/29/02  
VENDOR:

STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET



SPECIAL RECLAMATION	
DIRECTIONS	
SCALE 1 INCH = 1 MILE	
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 013	REQ. OR PO NO. DEP14253
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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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 Lodestar Energy, Inc., Permit S-19-85, 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 this site until sign is constructed and erected on site and approved by DEP.
2. Storm water management, as necessary, in the form as described, in the attached National Pollutant Discharge Elimination System, Water Pollution Control Permit Number WV0115924, existing sediment control ponds and in additional bid item # 13.0 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 is incidental and included in the Mobilization/Demobilization bid item.
7. Eliminate approximately 1,000 linear feet of existing Sediment Ditch One (1) and regrade to establish a sheet flow drainage pattern on those areas as indicated on the Overview Map. Clean out the remainder of existing Sediment Ditch One (1), as indicated on the Overview Map, and remove the existing spillway along with any other obstructions, in order to provide drainage flow southwest toward the proposed aqua-fix system. Construct two (2) cutoff trenches in the areas as indicated on the Ditch Map. Cleaning out remainder of Sediment Ditch One (1) by removing the existing spillway along with any other obstructions is incidental to and included in Eliminate Part of Existing Sediment Ditch One (1) bid item.

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8. Construct a water treatment facility. This shall consist of an "Aqua-Fix" system Model MSS-SM-OA-10 equipped with a 250:1 gearbox. This will include the construction and installation of the concrete foundation, water intake lines, aqua fix dosing unit, ten (10) ton silo, steel enclosure, and a crane for lifting the unit and silo. (See Attached Details and Specifications)
9. Note: The construction of all water treatment facilities on this project must be tested and found to be completely functional. The WV DEP representative must be present during the testing procedures for acceptance and payment of these items. The items of this requirement include Aqua-Fix Water Treatment System, HDPE pipelines, ponds, valves, and manholes. They are to collect, hold, convey, treat and discharge water as designed. The HDPE pipelines are to hold pressure without leaking and the valves are to open and shut off without leaking. Newly constructed treatment ponds shall be over excavated one (1) foot and lined with a double layer of woven filter fabric and covered with the best available clay type soil material on site. All ponds, including existing ponds to be cleaned, shall hold water and not leak. (See detail plans and specifications).
10. Note: The concrete mixing flume in the foundation of the Aqua-Fix Unit Number One (1) shall have a section of 12 inch HDPE DR17, at both the inlet and outlet ends, grouted in at a level that allows the flowline of the pipe to match the flowline of the flume and to allow backfilling of the foundation.
11. Note: The Aqua-Fix Water Treatment Facility Number One (1) concrete foundation's water and lime mixing flume shall have recessed into the floor a standard one (1) inch steel floor grating covering the flume for safety purposes. The lime discharge chute, water drive wheel and the two (2) inch diameter by-pass line shall be custom fitted into the floor grating. The one (1) inch floor grating shall be removable in sections and not cast-in-place as to allow access to flume.
12. Note: The "Aqua-Fix Water Treatment" mechanisms shall have one (1) common standard "grease bib" to facilitate maintenance located in an easily accessible area and are to have rubber grease hoses and direct connections with pipe fittings. Grease hose snap on fittings are not acceptable connections.
13. Note: All stainless steel knife valves, connecting bolts, flat washers, and nuts shall be "316 Grade" stainless steel. All bolted connections shall be equipped with a red rubber gasket. Note: Stainless steel nuts and bolts have a tendency to gall and seize. Never use impact tools... use only hand tools. Water proof anti-seize thread lubricant shall be used on all stainless nuts and bolts on this project during assembly to prevent thread gulling, corrosion and to assure easy disassembly.
14. Note: All HDPE pipe on this project shall be fused on site and the joints shall not leak. All water and/or sludge lines shall have a minimum of 2 feet of soil cover to protect from freezing and from damage from equipment.
15. Construct Ditch One (1). This limestone Rip-Rap V-ditch will run approximately 200 feet from the Southwest end of the Existing Sediment Ditch One (1) to the trough of the Aqua-Fix. (See Specifications)

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16. Construct a twelve (12) foot by twenty (20) foot by four (4) foot thick Seep Collection Drain to collect the AMD seepage on the face of the backfilled mine area. The Seep Collection Drain shall be constructed of number four (4) clean sandstone and will be covered with non-woven filter fabric. A twelve (12) inch HDPE DR17 pipe will convey the seepage from the collection drain directly into the manhole. NOTE: Twelve (12) inch HDPE DR17 pipe will be directly connected to the manhole with hydraulic grout. NOTE: The Seep Collection Drain shall be constructed in such a configuration to drain directly into a perforated section of a twelve (12) inch HDPE DR 17 pipe. (See Attached Details and Specs)
17. Install Manhole One (1) below Seep Collection Drain. (See Specifications) NOTE: The manhole on this project shall be equipped with a six (6) inch HDEP DR17 drain pipe located in the bottom of the manhole and equipped with a six (6) inch stainless steel knife valve. The six (6) inch line shall drain into Ditch Two (2) at this location.
18. Install a four (4) inch HDPE DR17 drive line for Aqua-Fix Number One (1). The drive line shall run from the manhole number one (1) to the Aqua-Fix Number One (1). The intake end of the drive line shall be plumbed into the manhole number one (1) with the top of the pipe six (6) inches below the elevation of the discharge pipe flow line from the seep collection drain and be sealed with hydraulic grout to assure no leakage. Approximately fifteen (15) linear feet of twelve (12) inch HDPE DR17 discharge line shall be installed to carry excess water from manhole number one (1) to Ditch 1. The discharge line shall be plumbed into manhole number one (1) at the same elevation of the discharge pipe from the seep collection underdrain. NOTE: Intake end of the drive line shall be equipped with rust resistant screens. The four (4) inch drive line shall extend up through the floors/foundations of the Aqua-Fix unit and shall be equipped with a four (4) inch stainless steel knife valve to allow it to discharge into the trough and shall also have a two (2) inch HDPE to stainless steel threaded pipe transition stubbed up vertically to drive the Aqua-Fix Number One (1).
19. Note: The seep collection drain, manhole number one (1), and HDPE lines shall be incidental to and included in bid item Aqua-Fix Number One (1) "Water Intake Lines to Drive Unit" bid item. (See Details and Specification)
20. Note: All stainless steel knife valves on this project shall be enclosed in a valve box of the round plastic meter box type covered with an insulation pad and metal cover.
21. Construct Ditch Two (2). This limestone Rip-Rap V-ditch will run approximately 160 feet and carry the over flow from Manhole One (1) and any additional seepage to the Aqua-Fix trough. (See Specifications)
22. Construct Sludge Cells One (1), Two (2), and Three (3) constructing approximately a Twenty (20) foot berm between each cell. (See Specifications) NOTE: Existing Diversion Ditches above and around Sludge Cell area shall be left intact.

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23. Construct Ditch Three (3). This limestone Rip-Rap Trapezoidal ditch will run approximately Twenty Five (25) feet from outlet of sludge lines to the bottom of Sludge Cell Three (3). (See Specifications)
24. Construct Ditch Four (4). This limestone Rip-Rap Trapezoidal ditch will run approximately Forty-Four (44) feet from the bottom of Sludge Cell Three (3) to the bottom of Sludge Cell Two (2). (See Specifications)
25. Construct Ditch Five (5). This limestone Rip-Rap Trapezoidal ditch will run approximately Forty-Four (44) feet from the bottom of Sludge Cell Two (2) to the bottom of Sludge Cell One (1). (See Specifications)
26. Construct Ditch Six (6). This limestone Rip-Rap V-ditch will run approximately 200 Feet from Sludge Cell 1 to Ditch 2. (See Specifications)
27. Construct Ditch Seven (7). This One (1) foot parabolic bottom 100 percent Grouted Limestone Rip-Rap ditch will run approximately Five Hundred (500) feet from the exit of the trough of the Aqua-Fix and carry the flow through Weir One (1) and into Pond One (1). Note: The construction of this ditch may require chipping and/or blasting of pit floor. (See Specifications)
28. Construct Weir One (1), Weir Two (2), and Weir Three (3). (See Specifications)
29. Construct three (3) six (6) inch HDPE DR17 sludge lines. Sludge Line One (1) approximately 800 linear feet, Sludge Line Two (2) approximately 700 linear feet, and Sludge Line Three (3) approximately 700 linear feet.
30. Construct Pond One (1) approximately One Hundred (100) feet long and Fifty (50) feet wide at water level, leaving a Twenty (20) foot berm between this pond and Pond Two (2). All ponds, including existing ponds to be cleaned, shall hold water and not leak. (See Specifications) **NOTE: Construction of Sludge Line One (1) is incidental and included in Construct Pond Number One (1) Bid Item.**
31. Construct Spillway One (1). (See Specifications)
32. Construct Pond Two (2) approximately One Hundred (100) feet long and Fifty (50) wide at water level, leaving a Twenty (20) foot berm between this pond and Pond Three (3). **NOTE: Construction of Sludge Line Two (2) is incidental and included in Construct Pond Number Two (2) Bid Item.**
33. Construct Spillway Two (2). (See Specifications)
34. Construct Pond Three (3) approximately One Hundred (100) feet long and Fifty (50) wide at water level. (See Specifications) **NOTE: Construction of Sludge Line Three (3) is incidental and included in Construct Pond Number Three (3) Bid Item.**

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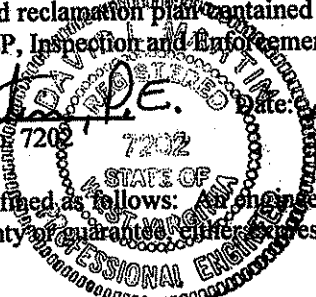
35. Construct Spillway Three (3). (See Specifications)
36. **NOTE: Construction of Ponds One (1), Two (2), and Three (3) shall include the installation of two (2) sets of floating baffle curtains in each pond. Cost of curtains shall be incidental to and included in Pond Construction bid item. NOTE: All floating baffle curtains on this project shall be Aer-Flo, Inc. Tough Guy Turbidity Barrier Type 2 DOT (or equivalent) with 22 ounce vinyl coated polyester fabric, aluminum stress plates at top and bottom corners, 5/16 inch galvanized steel ballast chain, and a 5/16 inch vinyl coated galvanized steel topload cable. The 5/16 inch vinyl coated galvanized steel topload cable shall be extended out to the point of anchorage.**
37. **Note: Both ends of all sludge lines on this project shall be equipped with flanged ends, stainless steel flange backup rings, HDPE caps, rubber gaskets, and stainless steel nuts, bolts, and washers. The orientation of the end located at each pond shall be reviewed and approved by the DEP agent on site.**
38. Construct Ditch Eight (8). This Rip-Rap Trapezoidal Ditch will run approximately 500 linear feet from Weir One (1) to Spillway Three (3), from Weir Two (2) to Pond Two (2), and from Weir Three (3) to Pond Three (3) Spillway Outlet and beginning of Ditch Nine (9). (See Specifications)
39. Construct Ditch Nine (9). This Rip-Rap V Ditch will run approximately 100 linear feet from Spillway Three (3) to Valley Fill Core.
40. Upgrade Access Road One (1) approximately Five Thousand Two Hundred and Eighty (5,280) linear feet from gate to Aqua-Fix site by regrading the subgrade, compacting subgrade, and placing road stabilization fabric and six (6) inch of one-and-one-half (1½) inch crusher run limestone to a twelve (12) foot running width. (See Details and Specifications) NOTE: A thirty (30) foot eighteen (18) inch HDPE DR17 or High Q pipe shall be installed at crossing of Ditch Seven (7) for landowner access beyond the Aqua-Fix Treatment System. NOTE: Repair the existing gate at beginning of Access Road One (1). Cost of the gate repair and required pipe shall be incidental to and included in the Access Road bid item. The gate shall be repaired as necessary, including gate lock housing shall be repaired to accommodate a double lock system. (See Specifications)
41. Construct Access Road Two (2) approximately Seventeen Hundred and Fifty (1,750) linear feet to and encircling existing pond by constructing/regrading the subgrade, compacting subgrade, and placing road stabilization fabric and six (6) inch of one-and-one-half (1½) inch crusher run limestone to a twelve (12) foot running width. (See Details and Specifications) NOTE: A grouted drive-through shall be installed in the Entrance Channel of existing pond for the road crossing. (See Specifications)

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42. Note: All drive-through crossings on this project shall have side slopes of 5 horizontal to 1 vertical and shall maintain the designed flow depth. (See Specifications)
43. Construct Ditch Ten (10). This limestone rip-rap V-Ditch Ten (10) will run approximately 525 linear feet from hillside seep to Existing Sediment Ditch One (1).
44. Construct Access Road Three (3) approximately Seven Hundred (700) linear feet from existing Access Road One (1) to newly constructed treatment ponds by constructing/regrading the subgrade, compacting subgrade, and placing road stabilization fabric and six (6) inch of one-and-one-half (1½) inch crusher run limestone to a twelve (12) foot running width. (See Details and Specifications) (See Specifications) Install a 30 linear foot 18 inch HDPE DR17 or High Q pipe to connect existing Diversion Ditch to Valley Fill core. Pipe shall be incidental to and included in the Access Road Three (3) bid item.
45. Upgrade the existing pond by cleaning to One Hundred (100) percent to a minimum water depth of six (6) feet.
46. Construct existing pond Entrance Channel. Existing pond shall have a grouted drive-through crossing for access road.
47. Construct existing Pond Spillway Four (4). . (See Specifications)
48. Re-grade approximately 2,120 linear feet of the Existing Sediment Ditch Two (2) to sheet flow drainage pattern.
49. Construct Security Fence including three (3) twenty (20) foot wide double gates around water treatment area as shown on attachments. Cost and measurement of the gates shall be included in the total linear foot measurement of Security Fence.
50. Install 500 linear feet of haybale dike for sediment control during and after construction.
51. Regrade and revegetate a total of approximately eight (8) acres on the 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.

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



Date: APRIL 11, 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.

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 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>Lodestar Energy, Inc.</u></b>				
<b>PERMIT NUMBER(S): <u>S-19-85</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>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>20,000</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>900.</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>20,000.</u>
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>5,000.</u>
5.0	LUMP SUM	<u>REGRADING AND TOPSOILING</u>	LUMP SUM	\$ <u>5,000.</u>
6.0		<u>REVEGETATION</u>		
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>3,200.</u>
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>3,200.</u>
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>3,200.</u>
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>3,200</u>
7.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>5,000.</u>
8.0		<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</u>		
8.1	LUMP SUM	<u>CONSTRUCT POND NUMBER ONE (1)</u>	LUMP SUM	\$ <u>12,500.</u>
8.2	LUMP SUM	<u>CONSTRUCT POND NUMBER TWO (2)</u>	LUMP SUM	\$ <u>12,500.</u>

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
8.3	LUMP SUM	<u>CONSTRUCT POND NUMBER THREE (3)</u>	LUMP SUM	\$ 15,000.
9.0		<u>CONSTRUCT SLUDGE DRYING CELLS</u>		
9.1	LUMP SUM	<u>SLUDGE DRYING CELL NUMBER ONE (1)</u>	LUMP SUM	\$ 15,000.
9.2	LUMP SUM	<u>SLUDGE DRYING CELL NUMBER TWO (2)</u>	LUMP SUM	\$ 15,000.
9.3	LUMP SUM	<u>SLUDGE DRYING CELL NUMBER THREE (3)</u>	LUMP SUM	\$ 15,000.
10.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
10.1	LUMP SUM	<u>UPGRADE EXISTING POND</u>	LUMP SUM	\$ 35,000.
10.2	LUMP SUM	<u>ELIMINATE PART OF EXISTING SEDIMENT DITCH ONE (1)</u>	LUMP SUM	\$ 3,000.
10.3	LUMP SUM	<u>ELIMINATE EXISTING SEDIMENT DITCH TWO (2)</u>	LUMP SUM	\$ 5,000.
11.0		<u>CONSTRUCTED ACCESS ROADS</u>		
11.1	LUMP SUM	<u>UPGRADE ACCESS ROAD NUMBER ONE (1)</u>	LUMP SUM	\$ 45,000.
11.2	LUMP SUM	<u>CONSTRUCT ACCESS ROAD NUMBER TWO (2)</u>	LUMP SUM	\$ 20,000.
11.3	LUMP SUM	<u>CONSTRUCT ACCESS ROAD NUMBER THREE (3)</u>	LUMP SUM	\$ 10,000.
12.0	2600 LF	<u>SECURITY FENCE</u>	\$ 7. <sup>00</sup> PER LF	\$ 18,200
13.0	500 LF	<u>HAYBALE DIKE (Max. Bid \$5.00 Per LF)</u>	\$ 4. <sup>00</sup> PER LF	\$ 2,000.
14.0		<u>RIP-RAP DITCH</u>		
14.1	LUMP SUM	<u>RIP-RAP DITCH ONE (1)</u>	LUMP SUM	\$ 5,000.
14.2	LUMP SUM	<u>RIP-RAP DITCH TWO (2)</u>	LUMP SUM	\$ 8,500.
14.3	LUMP SUM	<u>RIP-RAP DITCH THREE (3)</u>	LUMP SUM	\$ 2,000.
14.4	LUMP SUM	<u>RIP-RAP DITCH FOUR (4)</u>	LUMP SUM	\$ 1,000.

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
14.4	LUMP SUM	<u>RIP-RAP DITCH FIVE (5)</u>	LUMP SUM	\$ <u>2,000.</u>
14.5	LUMP SUM	<u>RIP-RAP DITCH SIX (6)</u>	LUMP SUM	\$ <u>6,000.</u>
14.6	LUMP SUM	<u>RIP-RAP DITCH EIGHT (8)</u>	LUMP SUM	\$ <u>15,000.</u>
14.7	LUMP SUM	<u>RIP-RAP DITCH NINE (9)</u>	LUMP SUM	\$ <u>2,000.</u>
14.8	LUMP SUM	<u>RIP-RAP DITCH TEN (10)</u>	LUMP SUM	\$ <u>10,000.</u>
15.0		<u>GROUTED RIP-RAP DITCH</u>		
15.1	LUMP SUM	<u>PARABOLIC GROUTED RIP-RAP DITCH SEVEN (7)</u>	LUMP SUM	\$ <u>20,000.</u>
15.2	LUMP SUM	<u>GROUTED SPILLWAY ONE (1)</u>	LUMP SUM	\$ <u>1,500.</u>
15.3	LUMP SUM	<u>GROUTED SPILLWAY TWO (2)</u>	LUMP SUM	\$ <u>1,500.</u>
15.4	LUMP SUM	<u>GROUTED SPILLWAY THREE (3)</u>	LUMP SUM	\$ <u>1,500.</u>
15.5	LUMP SUM	<u>GROUTED SPILLWAY "EXISTING POND" FOUR (4)</u>	LUMP SUM	\$ <u>6,500.</u>
15.6	LUMP SUM	<u>GROUTED "EXISTING POND" ENTRANCE CHANNEL</u>	LUMP SUM	\$ <u>6,500.</u>

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
16.0		<b><u>CUTOFF TRENCH CONSTRUCTION</u></b>		
16.1	LUMP SUM	<b><u>CUTOFF TRENCH NUMBER ONE (1)</u></b>	LUMP SUM	\$ <u>5,000.</u>
16.2	LUMP SUM	<b><u>CUTOFF TRENCH NUMBER TWO (2)</u></b>	LUMP SUM	\$ <u>5,000.</u>
17.0	NO BID ITEM	<b><u>UTILITIES</u></b>	NO BID ITEM	
18.0		<b><u>AQUA FIX WATER TREATMENT FACILITY</u></b>		
18.1	LUMP SUM	<b><u>FOUNDATION AND STRUCTURAL ELEMENTS</u></b>	LUMP SUM	\$ <u>20,000.</u>
18.2	LUMP SUM	<b><u>SUB-FOUNDATION PREPARATION</u></b>	LUMP SUM	\$ <u>10,000.</u>
18.3	LUMP SUM	<b><u>CRANE</u></b>	LUMP SUM	\$ <u>1,000.</u>
18.4	LUMP SUM	<b><u>DOSING UNIT AND SILO</u></b>	LUMP SUM	\$ <u>88,540.</u>
18.5	LUMP SUM	<b><u>WATER INTAKE LINES TO DRIVE UNIT</u></b>	LUMP SUM	\$ <u>1,560.</u>
		<b>TOTAL FOR PERMIT <u>S-19-85</u></b>		\$ <u>512,000.</u>

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

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

Authorized Signature: Catherine Baines Date: 6/18/08

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Barnes Exc., Inc.  
of Sissonville, WV, as Principal, and Ohio Farmers Insurance Company  
of Westfield Center, OH, a corporation organized and existing under the laws of the State of  
OH 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 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 14253 Lodestar Energy, Inc. - 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  
18th day of June, 2008.

Principal Corporate Seal

Barnes Exc., Inc.  
(Name of Principal)

By Catherine Barnes  
(Must be President or  
Vice President)

Catherine D. Barnes President  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance 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.

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  
**LARRY D. KERR, GREGORY T. GORDON, PATRICIA A. FINCKE, STEPHEN B. STODGEN, PATRICIA A. MOYE, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, 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, recognizances, undertakings, or other instruments or contracts of suretyship.

**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 27th day of AUGUST 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 27th day of AUGUST 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. Kahellin*

William J. Kahellin, 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 18th day of June A.D., 2008.

June



*Frank A. Carrino*  
Frank A. Carrino, Secretary