



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
 DEP13009

PAGE
 1

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

RFQ COPY

TYPE NAME/**EASTERN ARROW**
 P.O. BOX 4108
 CHARLESTON, WV 25364
 PHONE: 304 414-0255
 FAX: 304 414-0256
 easternarrow@hotmail.com
 easternarrow.net

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/24/2008				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
ADDENDUM NO. 3 ADDENDUM ISSUED FOR THE HUNT COAL PROJECT TO DISTRIBUTE THE AGENCY REVISED SPECIFICATIONS AND DRAWINGS PER THE ATTACHED. BID OPENING DATE AND TIME HAVE BEEN EXTENDED FROM 10/30/2008 TO 11/06/08 AT 1:30 PM. NO OTHER CHANGES						
						2008 NOV -6 A 11: 59 PURCHASING DIVISION STATE OF WV
***** THIS IS THE END OF RFQ DEP13009 *****						TOTAL: <u>1,638,644</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE 304-414-0255 DATE 11.6.08
 TITLE PRESIDENT FEIN 55-0754491 ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/10/2008				

BID OPENING DATE: 10/30/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
BID OPENING DATE FOR THE HUNT COAL PROJECTS HAS BEEN DELAYED FROM 10/14/2008 TO 10/30/2008 AT 1:30 PM.						
THE AGENCY IS REVIEWING AND REVISING DRAWINGS AND SPECIFICATIONS AND WILL DISTRIBUTE THE REVISIONS IN AN ADDITIONAL ADDENDUM THAT WILL BE SENT THE WEEK OF 10/20/08.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION; RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP13009 *****						TOTAL: 1638644

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: 304-414-0255 DATE: 11.6.08

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

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.C.B.	FREIGHT TERMS
09/22/2008				

BID OPENING DATE: 10/14/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM ISSUED FOR THE HUNT COAL PROJECTS TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET FROM THE 09/04/08 MANDATORY PRE-BID MEETING AS WELL AS THE Q/A, THE REVISED SPECIFICATIONS, AND BID SCHEDULES RESULTING FROM THAT MEETING.		
				BID DATE AND OPENING HAVE BEEN EXTENDED FROM 10/07/08 TO 10/14/08 AT 1:30 PM.		
				PLEASE NOTE- IN ACCORDANCE WITH WV CODE 21-1D-5, BIDS FOR CONSTRUCTION CONTRACTS MUST CONTAIN A SIGNED PURCHASING AFFIDAVIT WITH THE BID. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.		
				***** NO OTHER CHANGES *****		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND		

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SIGNATURE 	TELEPHONE 304-414-0255	DATE 11.6.08
TITLE PRESIDENT	FEIN 55-0754491	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
REVISED BID SCHEDULE				
PERMIT NAME: <u>HUNT COAL</u>				
PERMIT NUMBER(S): <u>U-5071-86</u>				
WATER QUALITY ABATEMENT				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>81,000</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA</u> (S.C.A.)(\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000</u>
3.0	LUMP SUM	<u>REGRAIDING AND TOPSOIL</u>	LUMP SUM	\$ <u>30,894</u>
4.0		<u>REVEGETATION</u>		
4.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>5,000</u>
4.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>5,000</u>
4.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>5,000</u>
4.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>5,000</u>
5.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit.)	LUMP SUM	\$ <u>1,000</u>
6.0		<u>WATER TREATMENT PONDS</u>		
6.1	LUMP SUM	<u>STILLING BASIN, ANCHOR PAD</u>	LUMP SUM	\$ <u>50,000</u>
6.2	LUMP SUM	<u>POND #1</u>	LUMP SUM	\$ <u>56,000</u>
6.3	LUMP SUM	<u>POND #2</u>	LUMP SUM	\$ <u>62,000</u>
6.4	LUMP SUM	<u>POND #3</u>	LUMP SUM	\$ <u>62,000</u>
6.5	LUMP SUM	<u>HEADWALL #1</u>	LUMP SUM	\$ <u>20,000</u>

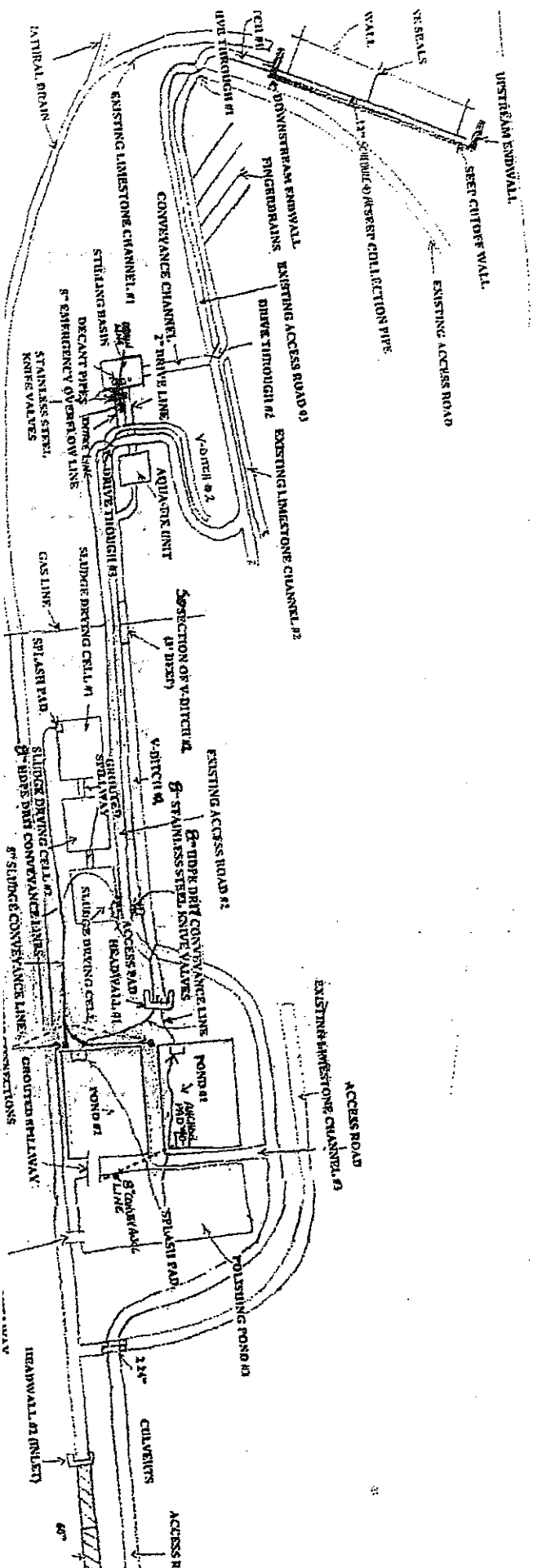
WV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7.0	1000 LF	<u>HAYBALE DIKE</u> (Max. bid \$5.00 per LF)	\$ 5 ⁻ PER LF	\$ 5,000 ⁻
8.0		<u>CULVERTS</u>		
8.1	LUMP SUM	<u>ADS PIPE</u>	LUMP SUM	\$ 30,000 ⁻
9.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ 10,000 ⁻
10.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
11.0	LUMP SUM	<u>DEEP MINE SEAL</u> (Wet Type (Acid producing seam))	LUMP SUM	\$ 22,000 ⁻
12.0		<u>OPEN LIMESTONE CHANNELS</u>		
12.1	LUMP SUM	<u>CHANNEL NUMBER THREE (#3) WITH TWO (2) TWENTYFOUR INCH (24") HANCOR PIPES</u>	LUMP SUM	\$ 43,000 ⁻
12.2	LUMP SUM	<u>CHANNEL NUMBER ONE (#1)</u>	LUMP SUM	\$ 11,250 ⁻
12.3	LUMP SUM	<u>V-DITCH #1</u>	LUMP SUM	\$ 45,000 ⁻
12.4	LUMP SUM	<u>V-DITCH #2</u>	LUMP SUM	\$ 67,500 ⁻
12.5	LUMP SUM	<u>CONVEYANCE CHANNEL</u>	LUMP SUM	\$ 5,000 ⁻
13.0	LUMP SUM	<u>FINGER DRAINS</u>	LUMP SUM	\$ 15,000 ⁻
14.0		<u>AQUA-FIX TREATMENT FACILITY</u>		
14.1	LUMP SUM	<u>FOUNDATION AND STRUCTURAL ELEMENTS</u>	LUMP SUM	\$ 100,000 ⁻
14.2	LUMP SUM	<u>SUB-FOUNDATION PREP</u>	LUMP SUM	\$ 10,000 ⁻
14.3	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ 12,000 ⁻
14.4	LUMP SUM	<u>DOSING UNIT AND SILO</u>	LUMP SUM	\$ 120,000 ⁻
14.5	LUMP SUM	<u>WATER INTAKE LINE TO DRIVE UNIT</u>	LUMP SUM	\$ 15,000 ⁻

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15.0		<u>MINE SEEP COLLECTION AND CONVEYANCE</u>		
15.1	LUMP SUM	<u>MINE SEEP COLLECTION SYSTEM (at mine seal)</u>	LUMP SUM	\$ <u>400,000</u> ⁻
16.0		<u>TREATMENT SITE ROADWAYS</u>		
16.1	LUMP SUM	<u>CONSTRUCT ACCESS ROAD #1 AND DRIVE THROUGH</u>	LUMP SUM	\$ <u>15,000</u> ⁻
16.2	LUMP SUM	<u>RECONSTRUCT EXISTING ACCESS ROAD #2</u>	LUMP SUM	\$ <u>30,000</u> ⁻
16.3	LUMP SUM	<u>RECONSTRUCT EXISTING ACCESS ROAD #3, THREE (3) LOW WATER CROSSING</u>	LUMP SUM	\$ <u>54,000</u> ⁻
17.0		<u>SLUDGE DRYING CELLS</u>		
17.1	LUMP SUM	<u>CELL #1,</u>	LUMP SUM	\$ <u>48,000</u> ⁻
17.2	LUMP SUM	<u>CELL #2,</u>	LUMP SUM	\$ <u>48,000</u> ⁻
17.3	LUMP SUM	<u>CELL #3</u>	LUMP SUM	\$ <u>48,000</u> ⁻
18.0		<u>CONVEYANCE LINE</u>		
18.1	LUMP SUM	<u>SLUDGE CONVEYANCE LINE FROM PONDS #1, #2, #3</u>	LUMP SUM	\$ <u>20,000</u> ⁻
19.0	LUMP SUM	<u>FENCING/GATES</u>	LUMP SUM	\$ <u>21,000</u> ⁻
		<u>TOTAL FOR PERMIT U-5071-86</u>		\$ <u>1,638,644</u> ⁻

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION



SITE PLAN HUNT COAL U-5071-8



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VENDOR

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

SHIP TO

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 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/14/2008				

BID OPENING DATE: **10/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIAL FOR A RECLAMATION PROJECT AT HUNT COAL, PERMIT NUMBER(S) U-5071-86, LOCATED IN MAN, (LOGAN CO.) WV.</p> <p>A MANDATORY ON-SITE PRE-BID CONFERENCE WILL BE HELD ON 09/04/08 AT 10:00 AM. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. PLEASE NOTE, PRE-BID COULD INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</p> <p>DIRECTIONS TO THE PRE-BID ARE INCLUDED IN THE ATTACHED SPECIFICATIONS.</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>THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR GREENVILLE, LOGAN COUNTY & CONSISTS OF APPROXIMATELY 5.0 ACRES. ONCE AGAIN, ON-SITE PRE-BID LOCATION DIRECTIONS ARE ATTACHED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-414-0255	11.6.08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRES. ORNT	55.0754491	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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BID OPENING DATE: **10/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION.</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 LOGAN 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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BID OPENING DATE: **10/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL</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'

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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
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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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
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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:
DEP13009

PAGE:
4

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
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/14/2008				

BID OPENING DATE: **10/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</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:</p> <p>CONTRACTORS NAME - EASTERN ARROW CORP. INC</p> <p>CONTRACTORS LICENSE NO. - WV 022303</p> <p>THE SUCCESSFUL BIDDER WILL 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 RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-414-0255	DATE 11.6.08
TITLE PRESIDENT	FEIN 55-0754491	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

RFQ NUMBER
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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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 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</p>						

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Request for Quotation

RFQ NUMBER
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*709063722 01 304-414-0255
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<p>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 FOR 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 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 AL</p>						

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Request for Quotation

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. 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>REQUISITION NO.: DEP13009</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> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ✓</p> <p>NO. 2 ✓</p> <p>NO. 3 ✓</p> <p>NO. 4 </p> <p>NO. 5 </p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

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SIGNATURE 	TELEPHONE 304-414-0255	DATE 11-6-08
TITLE PRESIDENT	FEIN 55-0754491	ADDRESS CHANGES TO BE NOTED ABOVE

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REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

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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
DEP13009

PAGE
8

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

VENDOR


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

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
08/14/2008				

BID OPENING DATE: **10/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 style="text-align: center;">  SIGNATURE EASTERN ARROW CORP INC COMPANY 11.6.08 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;"> DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 </p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-414-0255	DATE 11.6.08
TITLE PRESIDENT	FEIN 55-0754491	ADDRESS CHANGES TO BE NOTED ABOVE

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

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: CB-23 RFQ. NO.: DEP13009 BID OPENING DATE: 10/07/2008 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304 414 0256 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): _____ <i>Ann Macowell</i> _____ ***** THIS IS THE END OF RFQ DEP13009 ***** TOTAL: <u>1,638,644⁰⁰</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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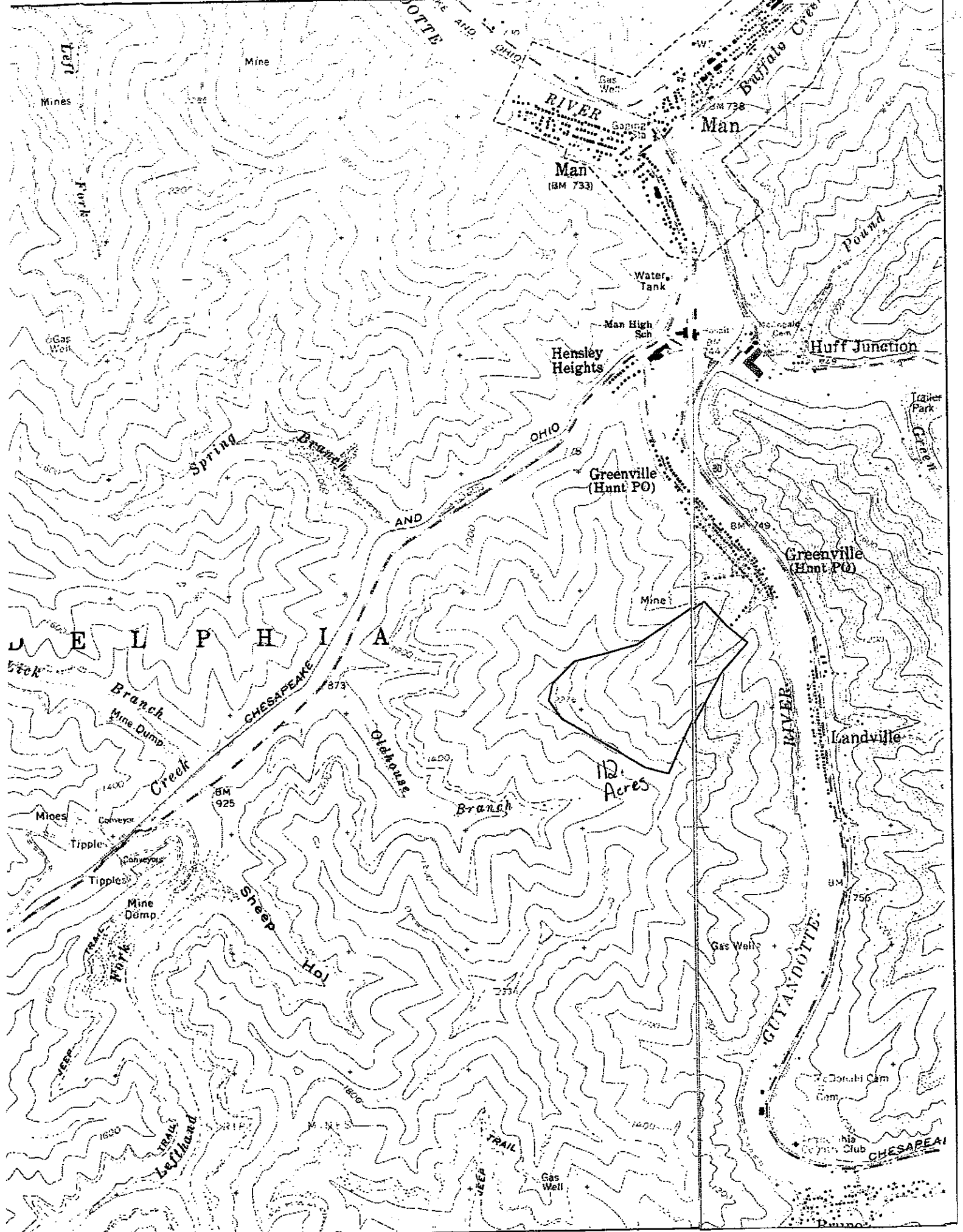
BUYER CB-23	PAGE 010	REQ. OR PO NO DEP13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

DIRECTIONS-HUNT COAL/U-5071-96

FROM CHARLESTON, WEST VIRGINIA:

TAKE US ROUTE 119 S (Corridor G) & TRAVEL APPROX. 55 MILES TO LOGAN EXIT (RT. 10). TURN RIGHT OFF 119, THEN LEFT AT THE LIGHT. TRAVEL 2.2 MILES TO THE INTERSECTION, TURN LEFT ONTO RT. 10 SOUTH. GO THROUGH LOGAN, TURN RIGHT AT THE TRAFFIC LIGHT. CONTINUE ON RT. 10 SOUTH FOR 14.8 MILES TO RT. 80 SOUTH TOWARD GILBERT. FROM THIS INTERSECTION, TRAVEL .2 (2 TENTHS OF A MILE), CROSS TRACKS, CONTINUE ACROSS BRIDGE TO ROCKHOUSE ROAD. TURN LEFT ONTO ROCKHOUSE ROAD, TRAVEL APPROXIMATELY 150 YARDS, TURN LEFT ONTO GREENVILLE ROAD. TRAVEL ON GREENVILLE ROAD (UP RIVER) .9 (9 TENTHS OF A MILE) TO BELLFLOWER LANE, TURN RIGHT. GO TO THE END OF THIS ROAD TO THE GATE.

OFFICE OF SPECIAL RECLAMATION	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:



BUYER CB-23	PAGE 013	REQ. OR PO NO. DEP 13009
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 Hunt Coal, Permit U-5071-86, 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:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be reconstructed in accordance with bid item #16.0. 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 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 #7.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Revegetation and soil improvement is required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 6.0) *NOTE: This is a water treatment facility, with critical elevations. Survey and construction stakeout will be required, and the plan submitted prior to construction.
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. **EXCAVATE EXISTING THREE (3) MINE SEALS and the existing SEEP COLLECTION DRAIN, and REPLACE with new mine seals.** Cost of the excavation and construction of new mine seals is inclusive to the cost of Deep Mine Wet Seals. (see attached specifications and/or plans)
7. Construct the **MINE SEEP COLLECTION SYSTEM.** This will consist of approximately **TWO HUNDRED AND TEN LINEAR FEET (210')** of **POURED CONCRETE SEEP CUTOFF WALL, TEN (10') LINEAR FEET OF POURED CONCRETE UPSTREAM ENDWALL, TEN LINEAR FEET (10') OF POURED CONCRETE DOWNSTREAM ENDWALL, and TWO HUNDRED LINEAR FEET (200 LF) OF TWELVE INCH (12") HDPE DR17 COLLECTION DRAIN PIPE.** Collection drain discharge pipe will pass through the downstream endwall, and convey discharge into V-Ditch Number One (#1). Opening where collection drain passes through the downstream endwall must be sealed around pipe to prevent seepage. Seep cutoff wall and the two endwalls are to be poured four feet (4') above pavement, with one foot (1') poured below pavement level. Rebar for headwall shall be grouted one foot (1') into pavement below bottom of wall. The system will be covered with **SIX (6") TO EIGHT INCH (8") CLEAN SANDSTONE** to the top of the seep cutoff wall and will be at least four feet (4') above the coal seam at the highwall. Cost of seep cutoff wall, upstream and downstream endwalls, pipe, and sandstone are inclusive to the cost of the mine seep collection system. (see attached specifications and/or plans)
8. Construct approximately **ONE THOUSAND LINEAR FEET (1000 LF)** of **V-DITCH #1** to convey flow from mine seep collection system to the conveyance channel. Cost of excavation and limestone will be inclusive to the cost of v-ditch number one (#1) (see attached specifications and/or plans).
9. **CLEAN OUT**, to unobstructed flow, approximately **TWO HUNDRED FIFTY LINEAR FEET (250')** of **EXISTING LIMESTONE RIP-RAP CHANNEL NUMBER ONE (#1)** to collect all surface runoff above limestone v-ditch #1 and direct to natural stream channel (see attached specifications and/or plans).

MAN QUADRANGLE
 WEST VIRGINIA
 7.5 MINUTE SERIES (TOPOGRAPHIC)
 NW 4 GILBERT 15' QUADRANGLE

4659 IV SE
 (AMHERSTDALE)

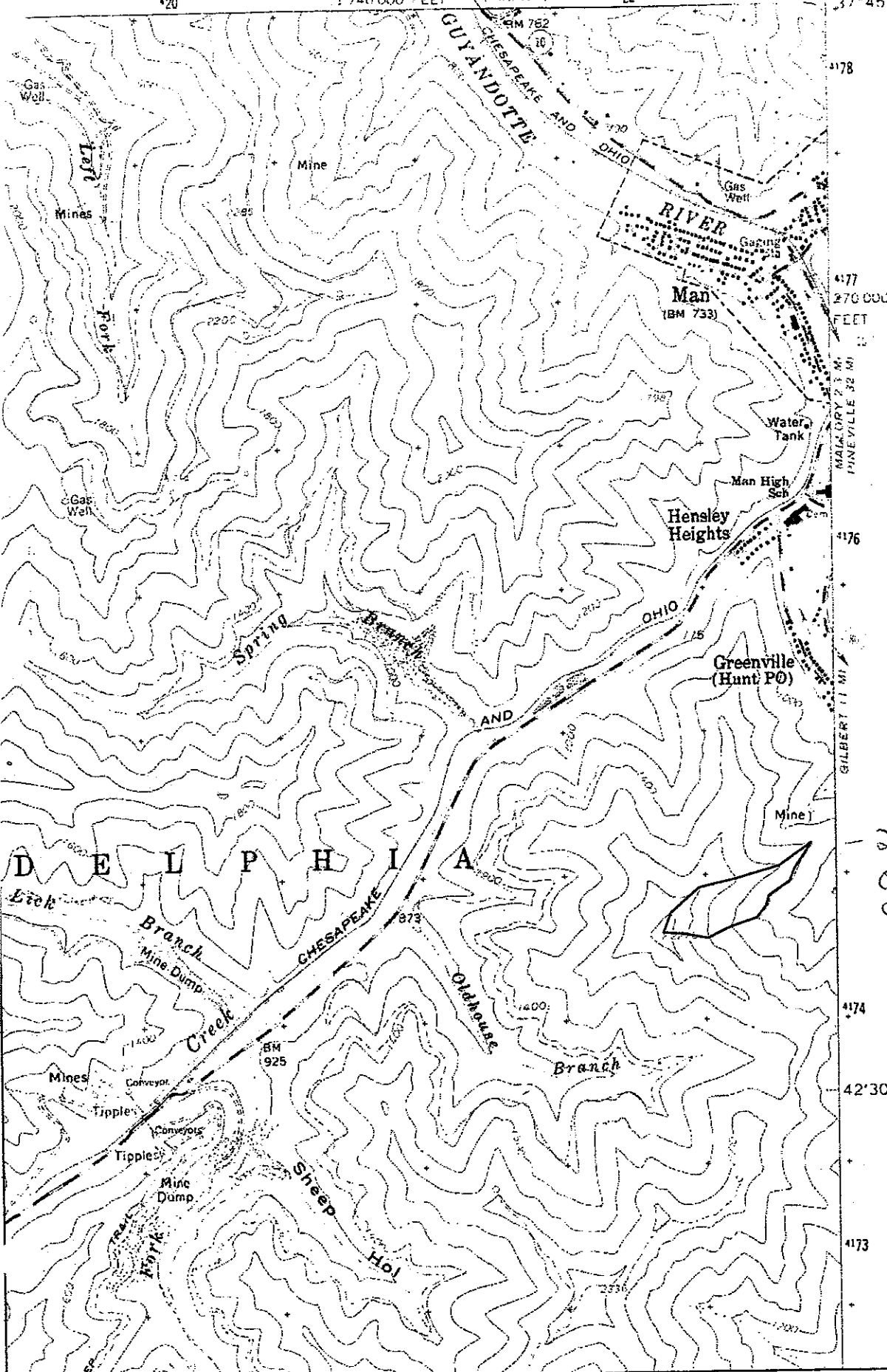
420

1 740 000 FEET

422

81°52'30"

37°45'



22.52 acres
 of watershed
 above mine
 site

BUYER	PAGE	REQ. OR PO NO.
CB-23	014	DEP 13009
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:

10. Reconstruct approximately **EIGHTEEN HUNDRED (1800') LINEAR FEET** of **EXISTING ACCESS ROAD NUMBER THREE (#3)**, starting just before **DRIVE THROUGH #3** (low water crossing) and ending at the **UPSTREAM ENDWALL** of the **MINE SEEP COLLECTION SYSTEM**. Construct with a 1% grade toward v-ditches and channels. The road surface will be constructed with **WOVEN FABRIC UNDERLAYMENT** and **STONE BASE**. There will be **THREE (3) LOW WATER CROSSINGS** installed at designated locations along the Access Road. The cost of the **three low water crossings, filter fabric, and stone** will be inclusive to the cost of the Access Road (see attached specifications and/or plans).
11. Clean out approximately **ONE HUNDRED SEVENTY FIVE FEET (175')** of **CONVEYANCE CHANNEL** to convey flow from **V-Ditch Number One (#1)** to **Stilling Basin**. This channel exists but needs to be cleaned down to natural stone with a minimum width of four feet (4'). Cost of this conveyance will be inclusive to **Conveyance Channel**. (see attached specifications and/or plans).
12. Construct a **STILLING BASIN** below the conveyance channel in the designated location. Install a **CONCRETE SPLASH PAD** where the conveyance channel enters the stilling basin. The Stilling Basin will be **LINED** with a **HDPE "POLY-FLEX" LINER, WITH A SIXTY (60) MIL THICKNESS OR EQUIVILANT**. Install **TWO (2) EIGHT INCH (8") PERFORATED SCHEDULE 40 PVC DECANT PIPES** and **ONE (1) FOUR INCH (4") SCHEDULE 40 PVC PERFORATED DECANT PIPE**, all with **TRASH RACKS**, in the stilling basin. A **FOUR INCH (4") to TWO INCH (2") REDUCER** will be connected to the four inch (4") decant pipe, with a **TWO INCH (2") PVC DRIVE LINE** conveying flow to the **Aqua-Fix Unit**. **TWO (2) EIGHT INCH (8") HDPE DR17 PIPES**, one for the **INTAKE LINE** to the **Aqua-Fix Unit** and one for the **DRAIN LINE** to **V-Ditch #2**, will attach to the two 8" decant pipes. A **STAINLESS STEEL KNIFE VALVE** will be installed in the intake line and in the drain line. An **ANCHOR PAD** will be installed for the decant pipes, with the openings sealed so as not to leak. An **EMERGENCY OVERFLOW CHANNEL** will be constructed to carry overflow to the natural stream channel. The cost of the **anchor pad, PVC liner, decant pipes, 2" and 4" PVC drive line and reducer, 8" HDPE DR17 drain line, 8" HDPE DR17 intake line, knife valves, and the emergency overflow channel**, will be inclusive to the cost of the **Stilling Basin** (see attached specifications and/or plans).
13. Construct the **AQUA-FIX UNIT**. This will include the construction and installation of the **TIP BUCKET, CONCRETE FOUNDATION, TEN (10) TON SILO, STEEL ENCLOSURE**, and a **CRANE** for lifting the unit and silo (see attached specifications and/or plans). The cost of the tip bucket, concrete foundation, silo, steel enclosure and crane will be inclusive to the cost of the **Aqua-Fix Unit**. (see attached specifications and/or plans).
14. Construct approximately **FIFTEEN HUNDRED LINEAR FEET (1500')** of **V-DITCH #2** from along lower section of access road number three (#3) above the stilling basin and continue to headwall number one (#1). **V-Ditch number two (#2)** will require some field adjustment to pass beneath an existing eight inch (8") gas line. The ditch will be lined with **LIMESTONE**. Cost of excavation and limestone rip-rap will be inclusive to the cost of **V-Ditch Number Two (#2)**(see attached specifications and/or plans).
15. Construct **HEADWALL NUMBER ONE (#1)** to capture flow from **V-Ditch #2**. Install approximately **ONE HUNDRED AND FIFTY LINEAR FEET (150')** of **EIGHT INCH (8") HDPE DR17 CONVEYANCE LINE** to carry flow from the headwall to **Pond #1 and Pond #2**. **TWO EIGHT INCH (8") STAINLESS STEEL KNIFE VALVES** will be installed in the line to alternate flow from headwall to pond #1 or to pond #2. The openings in the headwall for the eight inch (8") pipe will be sealed so as not to leak. Pipe will be **BURIED A MINIMUM OF TWO FEET (2')**. The cost of the **HDPE DR17 PIPE** and knife valves will be inclusive to the cost of the **Headwall number one (#1)**. (see attached specifications and/or plans).
16. **CLEAN OUT** approximately **FOUR HUNDRED LINEAR FEET (400')** of **OPEN LIMESTONE CHANNEL #3** to direct surface runoff, from above treatment system, to the Existing Natural Drain. Open limestone channel #3 will be **GROUTED**. **TWO (2) TWENTY FOOT (20') SECTIONS OF TWENTY FOUR INCH (24") HANCOR SURLOK CULVERTS** will be installed near the base of the valley fill to cross **Access Road Number One (#1)**. The culverts will be **BEDDED** with **THREE INCH (3") to FIVE INCH (5") LIMESTONE**. The cost of the **CMP Culverts** will be inclusive to the cost of cleaning and grouting of the **Open Limestone Channel #3** (see attached specifications and/or plans).

BUYER CB-23	PAGE 015	REQ. OR PO NO. DEP 13009
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WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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

17. Install **TWO HUNDRED TWENTY LINEAR FEET (220')** OF **SIXTY INCH (60") ADS PIPE** in the natural stream channel, and **BED WITH THREE INCH (3") TO FIVE INCH (5") LIMESTONE** to **MIDWAY OF PIPE DIAMETER**. **TWO (2) HEADWALLS**, one at the **INLET** and one at the **OUTLET**, will be installed. After pipe is bedded in stream, **COVER WITH AT LEAST TWO FEET (2') OF SOIL**. The cost of the **two (2) headwalls, limestone, and sixty inch (60") ADS pipe** will be inclusive to the cost of the placement of the pipe. (see attached specifications and/or plans).
18. Construct **POND NUMBER ONE (#1)**. Install **CONCRETE ANCHOR PAD**, and approximately **SEVENTY FIVE LINEAR FEET (75')** of **EIGHT INCH (8") HDPE DR17 DRAIN LINE** from Pond Number One (#1) to Pond Number Three (#3). The hole in the anchor pad for the eight inch drain line will be sealed around the pipe to prevent leakage. Install **THREE (3) FLOATING BAFFLE CURTAINS** in pond. Pond will be **LINED** with a **HDPE "POLY-FLEX LINER** with a **SIXTY (60) MIL. THICKNESS** or equivalent that will be fused on site and not leak. The liner will be sealed around the headwall and conveyance line so as to prevent leakage as well. The liner shall cover the entire inside of the pond and be anchored in at dike level. The cost of the liner, baffle curtains, anchor pad, and eight inch (8") HDPE DR17 Pipe will be inclusive to the cost of pond #1 (see attached specifications and/or plans).
19. Construct **POND NUMBER TWO (#2)**. Pond number two (#2) will include a **SPLASH PAD** for flow from 8" drain line from the headwall, and approximately **TWENTY LINEAR FEET (20')** of **GROUTED SPILLWAY** to convey flow to pond number three (#3). **THREE (3) FLOATING BAFFLE CURTAINS** will be installed in pond. Pond will be **LINED** according to the specifications detailed in **ITEM 18**. The cost of the liner, baffle curtains, splash pad, and grouted spillway will be inclusive to the cost of pond #2. (see attached specifications and/or plans.)
20. Construct **POLISHING POND NUMBER THREE (#3)**. Pond number three (#3) will include **FOURTY LINEAR FEET (40')** of **GROUTED SPILLWAY** to convey flow to existing channel. Install **THREE FLOATING BAFFLE CURTAINS**. Pond will be **LINED** according to the specifications detailed in **ITEM 18**. The cost of the liner, baffle curtains, and grouted spillway will be inclusive to the cost of pond #3 (see attached specifications and/or plans.)
21. Install **APPROXIMATEY EIGHT HUNDRED LINEAR FEET (800')** of **SIX INCH (6") HDPE DR17 SLUDGE CONVEYANCE LINE** to carry sludge pumped from Ponds #1 (400') and #2 (400') during cleaning to Drying Cell Number One (#1). Lines must be **BURIED** at least **TWO FEET (2')** below surface. **TWO PUMP CONNECTIONS** will be installed, one each next to Ponds #1 and #2. The cost of the HDPE Pipe and connections are inclusive to the sludge conveyance line (see attached specification and/or plans).
22. Construct **DRYING CELLS NUMBER ONE (#1), NUMBER TWO (#2), and NUMBER THREE (#3)**. Cells number one (#1) and number two (#2) will have a **GROUTED SPILLWAY**. Cell #1 will also have a **SPLASH PAD**. **ALL CELLS** will discharge through **SIX INCH (6") HDPE DR17 PIPES** into a **SINGLE SINCH INCH (6") HDPE DR17 PIPE**, which will then discharge into V-Ditch #2. The cost of the grouted spillways, splash pad, and all underdrain pipes are inclusive to the cost of the Sludge Drying Cells. (see attached specifications and/or plans.)
23. Install approximately **TWENTY FIVE HUNDRED (2500') LINEAR FEET** of **FENCE** in the designated areas. **SEVEN (7) TWENTY FOOT (20') GATES** will be installed in designated points of the fenced in areas. The cost of the gates will be inclusive to the cost of the fence (see attached specifications and/or plans).
24. Install approximately **ONE THOUSAND LINEAR FEET (1000')** of **HAYBALE DIKE** where needed (see attached specifications and/or plans).

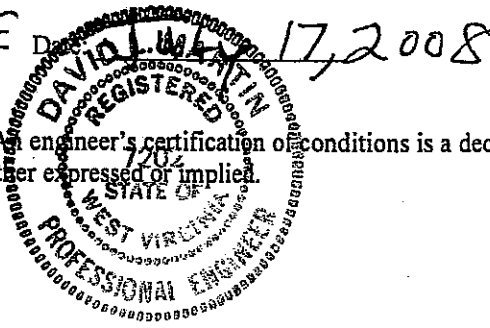
BUYER CB-23	PAGE 016	REQ. OR PO NO. DEP 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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

- 25 Construct **APPROXIMATELY FIVE HUNDRED LINEAR FEET (500')** of **ACCESS ROAD NUMBER ONE (#1)**, with a **DRIVE THROUGH** in V-Ditch #2 above Headwall #1. Upstream flat sections of the road will have a **TWO PERCENT (2%) GRADE TOWARD THE LIMESTONE CHANNEL NUMBER THREE**. Section of access road on valley fill will have a two percent (2%) grade toward the valley fill. The section of access road from the two twenty-four inch (24") culverts to main gate will have a two percent (2%) grade toward the natural stream channel. The road surface will be constructed with **WOVEN FABRIC UNDERLAYMENT** and **STONE BASE**, as shown in detail. The cost of the drive through, engineering fabric and stone base will be inclusive to the cost of the access road. (see attached specifications and/or plans.)
- 26 **REPAIR/RECONSTRUCT APPROXIMATELY ONE THOUSAND LINEAR FEET (1000')** of **EXISTING ACCESS ROAD NUMBER TWO (#2)** with **LOW WATER CROSSING #3**, and re-connect with the access road #3 below the Stilling Basin. The road surface will be constructed with **WOVEN FABRIC UNDERLAYMENT** and **STONE BASE**, as shown in the detail. An **EXISTING ROAD DITCH**, alongside the access road, will be cleaned out. The cost of the low water crossing, woven filter fabric, stone base, and the cleaning of the existing road ditch will be inclusive to the cost of the repair/reconstruction of access road number two (see attached specification and/or plans).
- 27 **REGRADE ALL DISTURBED AREAS TO A TRACKED AND FINISHED SURFACE READY FOR REVEGETATION.**
- 28 Revegetate approximately five (5) acres according to the attached specifications and/or plans.
- 29 Remove all junk and debris.

I Dave Martin, 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.

David L. Martin PE
 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.

16 STATE OF WEST VIRGINIA
 Ev. 1/29/02 PURCHASING CONTINUATION SHEET
 ENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>HUNT COAL</u>				
PERMIT NUMBER(S): <u>U-5071-86</u>				
WATER QUALITY ABATEMENT				
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 (5% Total Bid Maximum for this permit)</u>	LUMP SUM	\$ _____
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)(\$1,000.00 Maximum Bid for this permit)</u>	LUMP SUM	\$ _____
3.0	LUMP SUM	<u>REGRAIDING AND TOPSOIL</u>	LUMP SUM	\$ _____
4.0		<u>REVEGETATION</u>		
4.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ _____
4.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ _____
4.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ _____
4.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ _____
5.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT (Limited to 5% Total Bid For This Permit.)</u>	LUMP SUM	\$ _____
6.0		<u>WATER TREATMENT PONDS</u>		
6.1	LUMP SUM	<u>STILLING BASIN, ANCHOR PAD</u>	LUMP SUM	\$ _____
6.2	LUMP SUM	<u>POND #1</u>	LUMP SUM	\$ _____
6.3	LUMP SUM	<u>POND #2</u>	LUMP SUM	\$ _____
6.4	LUMP SUM	<u>POND #3</u>	LUMP SUM	\$ _____
6.5	LUMP SUM	<u>HEADWALL #1</u>	LUMP SUM	\$ _____

SEE ADD #1

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7.0	1000 LF	<u>HAYBALE DIKE</u> (Max. bid \$5.00 per LF)	\$ _____	\$ _____
			PER LF	
8.0		<u>CULVERTS</u>		
8.1	LUMP SUM	<u>ADS PIPE</u>	LUMP SUM	\$ _____
9.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ _____
10.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
11.0	LUMP SUM	<u>DEEP MINE SEAL</u> (Wet Type (Acid producing seam))	LUMP SUM	\$ _____
12.0		<u>OPEN LIMESTONE CHANNELS</u>		
12.1	LUMP SUM	<u>CHANNEL NUMBER THREE (#3)</u>	LUMP SUM	\$ _____
12.2	LUMP SUM	<u>CHANNEL NUMBER ONE (#1)</u>	LUMP SUM	\$ _____
12.3	LUMP SUM	<u>V-DITCH #1</u>	LUMP SUM	\$ _____
12.4	LUMP SUM	<u>V-DITCH #2</u>	LUMP SUM	\$ _____
12.5	LUMP SUM	<u>CONVEYANCE CHANNEL</u>	LUMP SUM	\$ _____
13.0		<u>AQUA-FIX TREATMENT FACILITY</u>		
13.1	LUMP SUM	<u>FOUNDATION AND STRUCTURAL ELEMENTS</u>	LUMP SUM	\$ _____
13.2	LUMP SUM	<u>SUB-FOUNDATION PREP</u>	LUMP SUM	\$ _____
13.3	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ _____
13.4	LUMP SUM	<u>DOSING UNIT AND SILO</u>	LUMP SUM	\$ _____
13.4	LUMP SUM	<u>WATER INTAKE LINE TO DRIVE UNIT</u>	LUMP SUM	\$ _____

5/2/02
ADD #1

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
14.0		<u>MINE SEEP COLLECTION AND CONVEYANCE</u>		
14.1	LUMP SUM	<u>MINE SEEP COLLECTION SYSTEM</u> (at mine seal)	LUMP SUM \$	_____
15.0		<u>TREATMENT SITE ROADWAYS</u>		
15.1	LUMP SUM	<u>CONSTRUCT ACCESS ROAD #1 AND DRIVE THROUGH</u>	LUMP SUM \$	_____
15.2	LUMP SUM	<u>RECONSTRUCT EXISTING ACCESS ROAD #2</u>	LUMP SUM \$	_____
15.3	LUMP SUM	<u>RECONSTRUCT EXISTING ACCESS ROAD #3, THREE (3) LOW WATER CROSSING</u>	LUMP SUM \$	_____
16.0		<u>SLUDGE DRYING CELLS</u>		
16.1	LUMP SUM	<u>CELL #1,</u>	LUMP SUM \$	_____
16.2	LUMP SUM	<u>CELL #2,</u>	LUMP SUM \$	_____
16.3	LUMP SUM	<u>CELL #3</u>	LUMP SUM \$	_____
17.0		<u>CONVEYANCE LINE</u>		
17.1	LUMP SUM	<u>SLUDGE CONVEYANCE LINE FROM PONDS #1, #2, #3</u>	LUMP SUM \$	_____
18.0	LUMP SUM	<u>FENCING/GATES</u>	LUMP SUM \$	_____
		<u>TOTAL FOR PERMIT U-5071-86</u>		\$ _____

SEE ADD HT

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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 is in compliance with the requirements as stated.

Vendor's Name: TEASTERN ARROW CORP INC.

Authorized Signature:  Date: 11.6.08

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
DEP13009, Reclamation of a 5-acre disturbance in Logan 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
29th day of September, 2008.

Principal Corporate Seal

Eastern Arrow Corporation DBA Pioneer Construction

(Name of Principal)

By 

(Must be President or
Vice President)

Ann Wardwell, President

(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)


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

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

General
Power
of Attorney

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

CERTIFIED COPY

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

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, 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 25th day of AUGUST A.D., 2008 .

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 25th day of AUGUST A.D., 2008 , 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

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 29th day of September A.D., 2008 .



Frank A. Carrino
Frank A. Carrino, Secretary