



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
DEP13016

PAGE
1

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

VENDOR

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

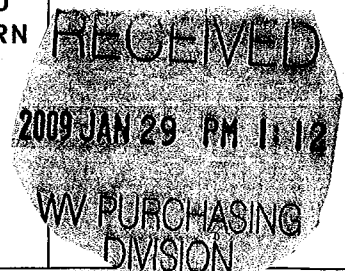
SHIP TO

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
11/06/2008				

BID OPENING DATE: **01/21/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$ 414,800.
<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 BELLE CONTRACTING, INC, NOW UNDER REVOKED PERMIT NUMBER(S) S-6020-87. THIS SITE CONSISTS OF APPROXIMATELY 5 ACRES AND IS LOCATED NEAR BANCROFT, WV IN PUTNAM 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 11/19/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBI CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: FROM NITRO EXIT OF I-64, TAKE RT 25N FOR APPROX .8 MILES UNTIL IT MERGES WITH RT 62N. CONTINUE ON RT 62 FOR APPROX 1.8 MILES INTO POCA. CROSS THE POCA RIVER AND TAKE FIRST RIGHT(HEIZER CREEK ROAD CR 27) AFTER CROSSING BRIDGE AND GO 1.5 MILES AND TURN LEFT ONTO MANILLA CREEK ROAD(CR5). TRAVEL 1.1 MILES, TURN RIGHT ACROSS SMALL BRIDGE TO MINE SITE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Catherin Barnes</i>	TELEPHONE 304-984-1725	DATE 1/29/09	
TITLE <i>President</i>	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 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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<p>OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 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 HERE IN.</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 PUTNAM COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Catherine Barnes</i>	TELEPHONE 304-984-1725	DATE 1/29/09
TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED 11/06/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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<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> <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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Catherin Barnum</i>	TELEPHONE 304-984-1725	DATE 1/29/09
TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE

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				<p>BOND, OR LABOR AND 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 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: <i>Barnes Exc. Inc</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 023257</i></p> <p>THE SUCCESSFUL BIDDER WILL BE 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</p>		

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AUCTION ROOM

*004103656 304 984-1725
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<p>THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, 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</p>						

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				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.		
				C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.		
				2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,		
				B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.		
				3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.		
				REV. 10/01/01		

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EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS						
IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, 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.						
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.						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Catherine Barn</i>	TELEPHONE	304-984-1725	DATE	1/29/09
TITLE	<i>President</i>	FEIN	550736745	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFQ NUMBER
DEP13016

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

VENDOR

*004103656 304 984-1725
BARNES EXC INC
PO BOX 13384

SISSONVILLE WV 25360

SHIP TO

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

DATE PRINTED 11/06/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **01/21/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>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 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 TH</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Cathern Barn</i>	TELEPHONE 304-984-1725	DATE 1/29/09
TITLE <i>president</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **01/21/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</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 NOS.:</p> <p>NO. 1 ✓</p> <p>NO. 2 ✓</p> <p>NO. 3 </p> <p>NO. 4 </p> <p>NO. 5 </p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Catherine Barnes</i>	TELEPHONE 304-984-1725	DATE 1/29/09
TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE

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11/06/2008				

BID OPENING DATE: **01/21/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>..... <i>Catherine Barnes</i> SIGNATURE</p> <p>..... <i>BARNES EXC. INC.</i> COMPANY</p> <p>..... <i>1/29/09</i> 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> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP13016</p> <p>BID OPENING DATE: 01/21/2008</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Catherine Barnes</i>	TELEPHONE 304-984-1725	DATE 1/29/09
TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **01/21/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				304 984 0074		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Robert Barnes						
***** THIS IS THE END OF RFQ DEP13016 ***** TOTAL:						\$ 414,800.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Catherine Barnes</i>	TELEPHONE 304-984-1725	DATE 1/29/09
TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER CB-23	PAGE 112	REQ. OR PO NO. DEP13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Belle Contracting, Inc., Permit S-6020-87, 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. Storm Water Public Notice Sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management in the form as described in bid item # 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 improvements 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 # 4.0) note: elevations of treatment unit, treatment ponds and ditches are critical items and construction mapping will be required 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. Construct temporary stream crossing, consisting of four (4) twenty four inch (24") culverts covered with clean rock fill, to an elevation well below the surrounding stream banks so that any storm flow will not cause upstream flooding. This crossing shall be removed upon completion of job, or sooner if it is no longer needed. The cost of the four (4) culverts and placement of culverts and clean rock fill shall be incidental to the cost of constructing the "temporary stream crossing" (See attached design specifications.)
7. Construct approximately seven hundred fifty feet (750 LF) of sandstone rip-rap grouted trapezoidal stream channel from head of stream at permit boundary, downstream to a point near the 60 inch culvert. The cost of the sandstone, grout, and construction shall be incidental to the cost of constructing "fresh water stream channel "AA" (See attached design specifications.)
8. Construct approximately three hundred feet (300 LF) of sixty inch (60") diameter ASTM F894 type s pipe to carry the stream past the treatment facilities. The upstream end of this pipe shall have grouted rip-rap headwalls with steel trash rack and the downstream end shall have rip-rap wingwalls. The stream channel shall be excavated to accept the pipe at a 2% slope and the pipe shall be bedded with a twelve (12) inch layer of number fifty-seven (57) limestone. Clean fill shall be placed and compacted over the pipe to bring the elevation up to a level adequate to allow for the construction of the treatment ponds. Cost of the sixty inch (60") diameter pipe, the grouted rip-rap headwall with steel trash rack, the rip-rap wingwalls, the number 57 limestone bedding and the placement shall be incidental to the cost of the "sixty inch (60") culvert" (See attached design specifications.)

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VENDOR:

9. Complete a cut and fill, in the area of the treatment pond construction, of approximately thirteen hundred cubic yards (1300 cy) to bring the area to the proper elevation for treatment ponds numbers One (1), Two (2), and Alkalinity Cell Two (2). The cost of the cut and fill shall be incidental to the cost of the "cut and fill for pond area" (See attached design specifications.)
10. Construct two (2) mine seals (wet type) consisting of a bulk head which completely fills each mine opening and both seals will consist of two (2) twelve inch (12") diameter perforated schedule 40 pvc pipes surrounded by three inch (3") to six inch (6") clean sandstone extending into the mine a minimum distance of six feet (6'), filling the void from ceiling to floor. The seals shall be wrapped in filter fabric. The twelve inch (12") pipes shall discharge into limestone rip-rap ditch "A". The cost of the twelve inch (12") pipe, the clean sandstone and the filter fabric shall be incidental to the cost of the "two deep mine wet seals" (See attached design specifications.)
11. Construct approximately six hundred twenty five feet (625 LF) of limestone rip-rap trapezoidal channel "A" to collect and convey bench and wet seal discharge drainage to the "alkalinity cell no. One (1)". This ditch shall be keyed into the base of the "backstack" and shall be lined on the bottom and outslope with HDPE "poly-flex" sixty (60) mil. or equivalent liner with seams fused on site so it will not leak. The cost of the limestone, liner, and excavation and placement shall be incidental to the cost of "trapezoidal channel "A". (See attached design specifications.)
12. Construct "alkalinity cell number one (1)" with limestone rip-rap entrance channel from ditch "A" and limestone rip-rap exit channel to ditch "B". This cell shall be lined with an HDPE "poly-flex" liner with sixty (60) mil thickness or equivalent that shall be fused on site so that it will not leak. The cell will consist of one foot (1') of number eight (#8) limestone on the bottom covered by three feet (3') of number fifty seven (#57) limestone gravel and shall have two (2) check dams dividing the cell constructed of limestone rip-rap. The cost of the rip-rap entrance and exit channel, the sixty (60) mil HDPE liner, and the limestone shall be incidental to the cost of constructing the "alkalinity cell "1" (See attached design specifications.)
13. Construct approximately three hundred feet (300 LF) of limestone rip-rap "V" ditch "B" from the alkalinity cell "1" to the headwall "A" of pond "1" this ditch shall be lined with a "poly-flex" sixty (60) mil or equivalent liner with seams fused on site so that it will not leak. The cost of the limestone, liner, excavation and placement shall be incidental to the cost of "V-ditch "B".. (See attached design specifications.)
14. Construct concrete Headwall "A" and install two (2) six inch (6") diameter HDPE DR 17 pipes. One pipe shall report to Pond One (1) Headwall "B", the second six inch (6") HDPE DR 17 pipe shall report to Pond Two (2), Headwall "F". One positive seal cap shall be supplied for alternating use on these six inch (6") pipes. The cost of this headwall and positive seal cap shall be incidental to the cost of "concrete headwall "A" (See attached design specifications)
15. Construct pond one (1), pond "1" concrete Headwall "B", pond "1" concrete discharge Headwall "C" with one six inch (6") diameter HDPE DR 17 pipe. Pond "1" shall be lined with an HDPE "poly-flex" liner with a 60 mil. thickness or equivalent that shall be fused on site and not leak. Two (2) floating baffle curtains shall be placed across the pond, dividing it into three (3) equal sections from influent to effluent. The cost of the Pond "1" Concrete Headwall "B", Pond "1" Concrete Discharge Headwall "C" with one (1) six inch (6") diameter HDPE DR 17 pipe, the liner system, and the baffle curtains shall be incidental to the cost of "Pond 1". (See attached design specifications.)
16. Construct approximately two hundred fifty lineal feet (250 LF) of six inch (6") diameter HDPE DR 17 pipe from headwall "A" to Pond Two (2) concrete Headwall "F". The cost of this pipe shall be incidental to the cost

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 VENDOR:

of pond and cell HDPE DR 17 piping. (See attached design specifications.)

17. Construct alkalinity cell two (2), alkalinity cell "2" concrete one hole Headwall "D", alkalinity cell "2" concrete discharge Headwall "E" with two (2) six inch (6") diameter HDPE DR17 pipes and one (1) six inch (6") diameter positive seal cap. Alkalinity cell "2" shall be equipped with an HDPE "poly-flex liner with a 60 mil. Thickness or equivalent that shall be fused on site and not leak. This cell will be constructed the same as cell number one (1). The cost of the Alkalinity Cell "2" Concrete Headwall "D", the Concrete Discharge Headwall "E" with two (2) six inch (6") diameter HDPE DR 17 discharge pipes and one (1) six inch (6") diameter cap, the liner system, and limestone shall be incidental to the cost of constructing "alkalinity cell "2" (See attached design specifications.)
18. Construct approximately seventy lineal feet (70 LF) of six inch (6") diameter HDPE DR 17 pipe from pond "1" discharge Headwall "C" to alkalinity cell "2" concrete Headwall "D". The cost of this pipe shall be incidental to the cost of "pond and cell HDPE 17 piping" (See attached design specifications.)
19. Construct pond two (2), and pond "2" concrete two hole Headwall "F", for six inch (6") diameter HDPE DR 17 pipe. Pond "2" shall be equipped with an HDPE "poly-flex liner with a 60 mil thickness or equivalent that shall be fused on site and not leak. Two (2) floating baffle curtains shall be placed across the pond dividing it into three (3) equal sections from influent to effluent. The cost of the concrete two hole Headwall "F" for six inch (6") diameter HDPE DR 17 pipe, the liner system and the baffle curtains shall be incidental to the cost of constructing Pond "2". (See attached design specifications.)
20. Construct approximately seventy feet (70 LF) of six inch (6") diameter HDPE DR 17 pipe from alkalinity cell two (2) concrete headwall "E" to pond "2" Concrete Headwall "F". The cost of this pipe shall be incidental to the cost of "pond and cell HDPE 17 piping" (See attached design specifications.)
21. Construct approximately one hundred fifty feet (150 LF) of six inch (6") diameter HDPE DR 17 pipe from alkalinity cell two (2) concrete headwall "E" to the limestone ditch "C". The cost of this pipe shall be incidental to the cost of "pond and cell HDPE 17 piping" (See attached design specifications.)
22. Construct approximately three hundred feet (300 LF) of open limestone rip-rap channel "C" from pond "2" to existing pond "3". The cost of the limestone and construction of this ditch shall be incidental to the cost of "V-ditch C" (See attached design specifications.)
23. Clean out and restore capacity of existing pond three (3) and restore proper drainage to upper end of this pond. This requires that the existing stream channel at the upper end of this pond will have to be routed past the pond and not allowed to discharge into it. The cost of this shall be incidental to "Repair existing pond entrance channel and dike" (See attached design specifications.)
24. Construct approximately fifty feet (50LF) of open limestone "v-ditch "D" from Existing pond "3" to the fresh water stream channel "BB". The cost of the limestone and construction of this ditch shall be incidental to the cost of "V-ditch "D" (See attached design specification.)
25. Construct approximately two hundred feet (200 LF) of sandstone creek channel from the lower end of the sixty (60) inch culvert, to a point just below the discharge of V-ditch "D" the cost of this sandstone creek channel shall be covered by fresh water stream channel "BB" (See attached Specifications.)
26. Construct two (2) sludge drying cells. Each Sludge Drying Cell shall be constructed with an under drain collection system consisting of a one foot (1') thick layer of Ohio river valley sand over a two foot (2') thick

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

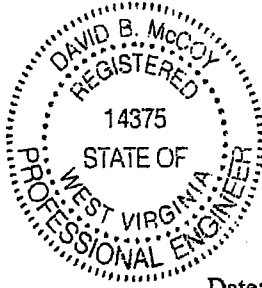
- layer of number four (#4) clean sandstone with three (3) six inch (6") HDPE DR 17 perforated under drain lines. The two foot (2') layer of sandstone will be wrapped in filter fabric. Install connections and collection lines for both cells with six inch (6") stainless steel knife valves in valve boxes below the level of the under drain system. Tie the lines together below the valves with an HDPE DR 11 "Y" into one (1) six inch (6") HDPE DR 17 collection line that will discharge into Ditch "B" at the headwall "A" to "pond 1". The construction of the cells, the Ohio River Valley sand, sandstone, six inch (6") perforated HDPE DR 17 pipe, filter fabric, connections, stainless steel knife valves, valve boxes and "Y" shall be incidental to the cost of sludge drying cells "1" and "2". (See attached design specifications.)
27. Construct approximately two hundred fifty feet (250LF) of six inch (6") diameter HDPE DR 11 sludge pump line one (1) from Pond "1" to Sludge Drying Cell One (1) Concrete Splash Pad. The Pond "1" end of the sludge pump line one (1) shall be equipped with a stainless steel cam-lock connection. The cost of the six inch (6") HDPE DR 11 pipe, installation, stainless steel cam-lock connections and concrete splashpad shall be incidental to the cost of the "sludge pump line "1"(See attached design specifications.)
 28. Construct approximately two hundred feet (200 LF) of six inch (6") diameter HDPE DR 11 sludge pump line two "2" from Pond "2" to the concrete splash pad at Sludge Cell "1". The Pond "2" end of sludge pump line two "2" shall be equipped with a stainless steel cam-lock connection. The cost of the HDPE DR 17 pipe, installation, and Stainless steel cam-lock connection shall be incidental to the cost of sludge pump line "2". (See attached design specifications.)
 29. Construct approximately three hundred feet (300 LF) of six inch (6") diameter HDPE DR 17 sludge dewatering return line from the sludge drying cells to headwall "A" at pond one "1". The cost of the HDPE DR 17 pipe and installation shall be incidental to the cost of sludge return dewatering line. (See attached design specifications)
 30. Provide, spread, and compact with equipment, approximately seven hundred (700) tons of one and one half inch (1 1/2") crusher run limestone with nine hundred seventy five feet (975 LF) of woven fabric underlay on the existing access road. The cost of the limestone and fabric shall be incidental to the cost of the main access road. (See attached design specifications.)
 31. Construct approximately twelve hundred fifty feet (1250 LF) of access road from the end of existing access road to the alkalinity cell "1" and to the sludge dying cells. Provide, spread, and compact with equipment approximately five hundred fifty (550) tons of one and one half inch (1 1/2") crusher run limestone with woven fabric underlay on these roads as configured in the details. Road shall have ditching on uphill side and twelve inch (12") cmp crossover pipe at lowest point. The cost of the limestone, woven fabric underlay, construction, installation and one twelve inch (12") cmp shall be incidental to the cost of the alkalinity and sludge cell roads. (See attached design specifications.)
 32. Install approximately seventeen hundred feet(1700 LF) of forty-eight inch (48") wire mesh fencing, with two (2) strands of barbed wire on top around the site. Two (2) gates will be installed at areas designated on site plan attachment. The gates, wire fence, barbed wire, and posts will be inclusive of the cost of the fence and gates. (See attached design specifications.)
 33. Remove structures and debris from site. The cost of this shall be incidental to the cost of structure and debris removal.
 34. Track and or regrade all disturbed areas prior to revegetation. The cost of this regrading shall be incidental to the regrading and topsoiling.

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

35. Revegetate with seed, lime and fertilizer approximately 5 acres of disturbed area with attached species. The cost of the seed, lime, and fertilizer shall be incidental to the revegetation.

I, David B. McCoy, 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 B. McCoy

Date: 9-18-08

Registered Professional Engineer WV No. 14375

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.

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 REV. 1/29/02
 VENDOR:

STATE OF WEST VIRGINIA
 PURCHASING CONTINUATION SHEET

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>BELLE CONTRACTING, INC.</u>				
PERMIT NUMBER(S): <u>S-6020-87</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM \$	<u>18,800.</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>1,000.</u>
3.1	LUMP SUM	<u>REPAIR EXISTING BRIDGE AND APPROACHES</u>	LUMP SUM \$	<u>10,000.</u>
3.2	LUMP SUM	<u>TEMPORARY STREAM CROSSING</u>	LUMP SUM \$	<u>500.</u>
4.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM \$	<u>1,500.</u>
5.0	LUMP SUM	<u>REGRADE AND TOPSOIL</u>	LUMP SUM \$	<u>2,000.</u>
6.0		<u>REVEGETATION</u>		
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM \$	<u>2,000.</u>
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM \$	<u>2,000.</u>
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM \$	<u>2,000.</u>
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM \$	<u>2,000.</u>
7.0	<u>500</u> LF	<u>HAYBALES</u> (Max. Bid \$5.00 Per LF)	<u>3.00</u> LF \$	<u>1,500.</u>

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
8.0		<u>SANDSTONE RIP-RAP CHANNEL</u>		
8.1	LUMP SUM	<u>FRESH WATER GROUTED STREAM CHANNEL "AA"</u>	LUMP SUM	\$ <u>38,000.</u>
8.2	LUMP SUM	<u>FRESH WATER STREAM CHANNEL "BB"</u>	LUMP SUM	\$ <u>10,000.</u>
9.0		<u>OPEN LIMESTONE CHANNEL</u>		
9.1	LUMP SUM	<u>TRAPIZOIDAL CHANNEL "A"</u>	LUMP SUM	\$ <u>35,000.</u>
9.2	LUMP SUM	<u>V-DITCH "B"</u>	LUMP SUM	\$ <u>25,000.</u>
9.3	LUMP SUM	<u>V-DITCH "C"</u>	LUMP SUM	\$ <u>20,000.</u>
9.4	LUMP SUM	<u>V-DITCH "D"</u>	LUMP SUM	\$ <u>3,000.</u>
10.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
10.1	LUMP SUM	<u>REPAIR EXSITING POND ENTRANCE CHANNEL AND DIKE</u>	LUMP SUM	\$ <u>4,000.</u>
11.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>500.</u>
12.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
13.0		<u>CONSTRUCTED WATER TREATMENT STRUCTURES</u>		
13.1	LUMP SUM	<u>ALKALINITY CELL NO. 1</u>	LUMP SUM	\$ <u>17,000.</u>
13.2	LUMP SUM	<u>ALKALINITY CELL NO. 2</u>	LUMP SUM	\$ <u>18,000.</u>
13.3	LUMP SUM	<u>POND 1</u>	LUMP SUM	\$ <u>12,000.</u>
13.4	LUMP SUM	<u>POND 2</u>	LUMP SUM	\$ <u>14,000.</u>
13.5	LUMP SUM	<u>POND AND CELL HDPE DR 17 PIPING</u>	LUMP SUM	\$ <u>5,000.</u>
13.6	LUMP SUM	<u>CONCRETE HEADWALL "A"</u>	LUMP SUM	\$ <u>900.</u>

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

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
14.0	<u>SLUDGE DRYING CELLS</u>		
14.1 LUMP SUM	<u>SLUDGE DRYING CELL #1</u>	LUMP SUM	\$ <u>28,100.</u>
14.2 LUMP SUM	<u>SLUDGE DRYING CELL #2</u>	LUMP SUM	\$ <u>28,100.</u>
14.3 LUMP SUM	<u>SLUDGE PUMP LINE ONE</u>	LUMP SUM	\$ <u>5,000.</u>
14.4 LUMP SUM	<u>SLUDGE PUMP LINE TWO</u>	LUMP SUM	\$ <u>5,000.</u>
14.5 LUMP SUM	<u>SLUDGE RETURN (DEWATERING) LINES</u>	LUMP SUM	\$ <u>5,000.</u>
15.0 LUMP SUM	<u>CONSTRUCTED FENCE AND GATE</u>	LUMP SUM	\$ <u>10,000.</u>
16.0	<u>CONSTRUCTED ACCESS ROADS</u>		
16.1 LUMP SUM	<u>ALKALINITY AND SLUDGE CELL ROADS</u>	LUMP SUM	\$ <u>20,000.</u>
17.0 LUMP SUM	<u>TWO DEEP MINE WET SEALS (Acid producing seam)</u>	LUMP SUM	\$ <u>20,000.</u>
18.0 LUMP SUM	<u>60 INCH STREAM CULVERT</u>	LUMP SUM	\$ <u>45,000.</u>
19.0 LUMP SUM	<u>CUT AND FILL FOR POND AREA</u>	LUMP SUM	\$ <u>2,000.</u>
	<u>TOTAL</u>		\$ <u>414,800.</u>

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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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: BAINES EXC. INC.Authorized Signature: Cathleen BannDate: 1/29/09

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 13016 - 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
21st day of January, 2009.

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, STEPHEN B. STOGDEN, 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 **25th** day of **JUNE** 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 **JUNE** 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 **21st** day of **January** A.D., **2009**.



Frank A. Carrino
Frank A. Carrino, Secretary