

Kelli Corp
3075 Point Marion Road
Morgantown WV 26505
1-304-292-7049
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adamsmka@comcast.net

FAX

To: Purchasing Division
Attn: Sealed Bids

#1-304-558-3970

Total Pages 31

Sealed Bid
RFQ#DEP14934

Due April 15th at 1:30pm

RECEIVED
100 APR 15 A 10:05
PURCHASING DIVISION
STATE OF WV





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
DEP14934

PAGE
1

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

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ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF ANL&R
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 02/23/2010 | | | | |

BID OPENING DATE: **04/15/2010** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | JB | | 962-73 | | \$145,555.00 |
| <p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 2-ACRE ABANDONED MINE PROJECT KNOWN AS THE "DAVID MORGAN PORTALS" PROJECT NEAR FAIRMONT, WEST VIRGINIA, (MARION CO.).</p> <p>A MANDATORY ON SITE PRE-BID CONFERENCE SHALL BE HELD ON 03/18/10 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Matthew Adams* TELEPHONE: **704 292-7049** DATE: **4-14-10**
 TITLE: *President* FEIN: **2005591375** 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
 14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Rev. 12/15/09



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PAGE
 2

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ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF AML&R
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

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| <p>FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID, WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID, WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PREBID: FROM CLARKSBURG, PROCEED NORTH ON I-79 TOWARD FAIRMONT. TAKE THE SOUTH FAIRMONT EXIT #132 AND TURN RIGHT. TRAVEL 0.1 MILES TO THE STOP LIGHT IN FRONT OF THE MIDDLETOWN MALL. TURN RIGHT ON CO. RT. 73 AND TRAVEL 0.8 MILES TO CO. RT. 58. TURN RIGHT ON CO. RT. 58 AND TRAVEL 1.4 MILES TO CO. RT. 58/1 (MANLEY CHAPEL ROAD). TURN LEFT ONTO MANLEY CHAPEL ROAD AND TRAVEL 0.2 MILES AND TURN LEFT INTO FIELD ACROSS FROM CITY OF SHINNSTON WATER TREATMENT PLANT.</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST., SE, CHARLESTON, WV 25304, PH. 304-926-0485 UPON PAYMENT OF \$10.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.</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</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Matthew O Adams* TELEPHONE 304-292-7049 DATE 4-14-10
 TITLE President FEIN 2005591375 ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

SUPPLIER

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| <p>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 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 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 MARION COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.)</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> | | | | | | |

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TITLE: *President* PERM: 2005591375 ADDRESS CHANGES TO BE NOTED ABOVE

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| <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 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>*****</p> <p>AML CONTRACTOR INFORMATION FORM DMB #1029-0119</p> | | | | | | |

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| SIGNATURE <i>Matthew Adams</i> | TELEPHONE 304 292 7049 | DATE 4-14-10 |
| TITLE President | FBN 20055 91375 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| <p>(EXPIRATION DATE: 01/31/2010) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.DSMRE.GOV</p> <p>*****</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, 1900 KANAWHA BLVD. E, BLDG. 6, RM 749-B, CHARLESTON, WV 25305, PH. 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. BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:.....Matthew J Adams.....</p> <p>CONTRACTORS LICENSE #:.....WV.031174.....</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> | | | | | | |

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TITLE: *President* FEIN: 2009591375 ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
6

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| <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>(1) NOTICE TO PROCEED: THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.</p> <p>(2) GUARANTEE AND MAINTENANCE: (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIATED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE. (B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE</p> | | | | | | |

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| <p>CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(3) TERMINATION: (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE.</p> <p>(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: (A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE. (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.</p> <p>(5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "DAVID MORGAN PORTALS" PROJECT. PLANS & SPECS ARE INCORPORATED HERE IN BY REFERENCE</p> | | | | | | |

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|---|----------|-----|----------|-------------|------------|--------|
| <p>AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 6 DRAWINGS AS PREPARED IN-HOUSE BY THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>(6) PAYMENTS AND COMPLETION: THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.</p> <p>(7) APPLICATION FOR PARTIAL PAYMENT: THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Matthew Adams* TELEPHONE: 304 292-7049 DATE: 4-14-10
 TITLE: *President* FEIN: 2005591375 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 |
| DEP14934 |

| |
|------|
| PAGE |
| 9 |

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SUPPLIER

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF ANL&R
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

| | | | | |
|-------------------|---------------|------------------|-----|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
| 02/23/2010 | | | | |
| BID OPENING DATE: | 04/15/2010 | BID OPENING TIME | | 01:30PM |

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <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 HEATIN OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Matthew Adams</i> | TELEPHONE 304 292 7049 | DATE 4-14-10 |
| TITLE President | FEIN 7005591375 | 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
DEP14934

PAGE
11

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF AML&R
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|--------|---------------|
| 02/23/2010 | | | | |
| BID OPENING DATE: 04/15/2010 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT IG | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|-----------|-------------|------------|--------|
| <p>PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID 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> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Matthew Adams* TELEPHONE: 304-292-7099 DATE: 4-14-10

TITLE: *President* FEIN: 2005591375 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
 DEP14934

PAGE
 12

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF AML&R
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|-----|---------------|
| 02/23/2010 | | | | |
| BID OPENING DATE: 04/15/2010 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96 EXHIBIT 10</p> <p>REQUISITION NO.: .DEP14934...</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: NO. 1 .. X .. NO. 2 NO. 3</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Matthew Adams* TELEPHONE: 304 292 7049 DATE: 4-14-10
 TITLE: President FEIN: 2005591375 ADDRESS CHANGES TO BE NOTED ABOVE

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

OMB #1029-0119
Expiration Date: 1/31/13

AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

Part A: General Information

Business Name: Kelli Corporation Tax Payer ID No.: 2005591375
Address: 3075 Point Marion Road
City: Morbanstown State: WV Zip Code: 26505 Phone: 304 292 7049
Fax No.: 304 292 8608 E-mail address: adams.mka@comcast.net

Part B: Legal Structure

Corporation Sole Proprietorship Partnership LLC
 Other (please specify) _____

Part C: Certifying and updating information in the Applicant/Violator System (AVS).
Select only one of the following options, follow the instructions for that option, and sign below.

I, _____, have the express authority to certify that:
(print name)

1. _____ Information on the attached Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-date. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
2. _____ Part of the information on the attached Entity OFT from AVS is missing or incorrect and must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
3. _____ Our business currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

| | | |
|------|-----------|-------|
| Date | Signature | Title |
|------|-----------|-------|

IMPORTANT! In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or from the AVS website at <https://avss.osmre.gov>.

Part D.

Contractor's Business Name: Kelli Corporation

If the current Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

| | | | |
|-------------|-------------------------------|----------------|---------------------|
| Name | <u>Matthew J Adams</u> | Position/Title | <u>President</u> |
| Address | <u>3075 Point Marion Road</u> | Telephone # | <u>304 292 7049</u> |
| | <u>MaidenTown WV 26505</u> | % of Ownership | <u>49%</u> |
| Begin Date: | <u>1-5-05</u> | Ending Date: | _____ |

| | | | |
|-------------|-------------------------------|----------------|-----------------------|
| Name | <u>Kelli P. Adams</u> | Position/Title | <u>Vice President</u> |
| Address | <u>3075 Point Marion Road</u> | Telephone # | <u>304 292 7049</u> |
| | <u>MaidenTown WV 26505</u> | % of Ownership | <u>51%</u> |
| Begin Date: | <u>1-5-05</u> | Ending Date: | _____ |

| | | | |
|-------------|-------|----------------|-------|
| Name | _____ | Position/Title | _____ |
| Address | _____ | Telephone # | _____ |
| | _____ | % of Ownership | _____ |
| Begin Date: | _____ | Ending Date: | _____ |

| | | | |
|-------------|-------|----------------|-------|
| Name | _____ | Position/Title | _____ |
| Address | _____ | Telephone # | _____ |
| | _____ | % of Ownership | _____ |
| Begin Date: | _____ | Ending Date: | _____ |

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to range from 15 minutes to 1 hour, with an average of 22 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 202 SIB, Constitution Ave., NW, Washington, D.C. 20240.

Instructions for Completing AML Contractor Form OMB #1029-0119¹

Part A: General Information. Part A should be completed by the AML Contractor.

Part B: Legal Structure. Part B should be completed by the AML Contractor.

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Part C should be completed by the AML Contractor, selecting the statement that best describes their situation.

If information is accurate, complete and up-to-date, then check the first statement and sign and date. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.²

Upon reviewing an Entity OFT printout, if you discover the information contained in AVS is not accurate, complete and up-to-date, then check the second statement and complete Part D to provide missing or corrected information that needs reflected in AVS. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.

If your business does not appear to have any information in AVS, then check the third statement and complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

Part D:

If current Entity OFT information for your business is incomplete, incorrect, or if you believe there is no information currently in the AVS for your business, you must complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

¹ If you need any assistance completing OMB #1029-0119, please contact the AVS Office at 800.643.9748.

² You may obtain your business' Entity OFT for certification purposes two ways. One way is to contact the AVS Office at 800.643.9748 and request the information. The second way is to access the AVS from your personal computer by visiting <https://avss.osmre.gov>. Click "Access AVS", and then Login as Guest. Place your cursor on the "Entity" Module and "Click". Type your business name in search box and press enter key. If more than one entity record appears, select your company and then "Click" on the "relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS.

**David Morgan Portals
DEP14934
Contractor's Bid Sheet**

18

Company Name: Kelli Corp.

Address: 3075 Point Marion Road

Morristown WV 26505

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

| ITEM NO. | Qty | Unit | DESCRIPTION | UNIT PRICE | AMOUNT |
|--------------|-------|------|---|----------------------------|--------------------------------|
| 1.0 | 1 | LS | Mobilization and Demobilization (Limited to 10% of Total Bid) | LS | \$10,000. ⁰⁰ |
| 2.0 | 1 | LS | Construction Layout (Limited to 5% of Total Bid) | LS | \$4662. ⁰⁰ |
| 3.0 | 1 | LS | Quality Control (Limited to 3% of Total Bid) | LS | \$4366. ⁰⁰ |
| 4.0 | 1 | LS | Site Preparation (Limited to 10% of Total Bid) | LS | \$10,000. ⁰⁰ |
| 5.0 | 1,900 | LF | Sediment Control | \$3. ⁰⁰ FT | \$5,700. ⁰⁰ |
| 6.0 | 2 | AC | Revegetation | \$2000. ⁰⁰ each | \$4,000. ⁰⁰ |
| 7.0 | 500 | LF | Grouted Riprap Channel | \$75. ⁰⁰ FT | \$37,500. ⁰⁰ |
| 8.1 | 1 | LS | Unclassified | LS | \$14,377. ⁰⁰ |
| 8.2 | 1,500 | TON | Limestone Shot Rock Backfill | \$18. ⁰⁰ Ton | \$27,000. ⁰⁰ |
| 9.1 | 2 | EA | Wet/Modified Mine Seal | \$7000. ⁰⁰ each | \$14,000. ⁰⁰ |
| 9.2 | 100 | LF | Mine Seal Conveyance Pipe | \$15. ⁰⁰ FT | \$1,500. ⁰⁰ |
| 9.3 | 10 | EA | Soda Ash Briquettes (50lb Bags) | \$120. ⁰⁰ | \$1,200. ⁰⁰ |
| 11.1 | 100 | LF | 4'x4' Underdrain | \$100. ⁰⁰ FT | \$10,000. ⁰⁰ |
| 11.2 | 50 | LF | Underdrain Conveyance Pipe | \$25. ⁰⁰ FT | \$1,250. ⁰⁰ |
| TOTAL | | | | | \$145,555.⁰⁰ |

Companion Property & Casualty Insurance Company

NAIC Company Code: 12157
NAIC Group Code: 661

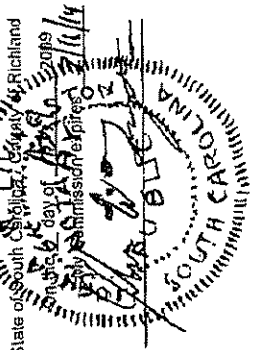
Statutory Financial Statement
As of December 31, 2008

| <u>Assets</u> | | <u>Liabilities</u> | |
|--|-----------------------|--|-----------------------|
| Bonds: | \$ 232,645,846 | Reserved for: | |
| Stocks: | \$ 43,475,267 | a) Losses & LAE: | \$ 178,080,761 |
| Cash & Short-term investments: | \$ 110,325,521 | b) Unearned Premiums: | \$ 65,826,408 |
| Agent's Balances or Uncollected Reinsured Companies: | \$ 26,988,743 | c) Expenses, Tax, Licenses & Fees: | \$ 18,274,287 |
| Deferred Premiums & Commissions not yet due: | \$ 31,524,788 | Reinsurance Payables: | \$ 6,380,943 |
| Funds Held by, Due From with Reinsured Companies: | \$ 1,370,993 | Payables to Parents, Subsidiaries, & Affiliates: | \$ 20,137,470 |
| Other Assets: | | Advanced Premiums: | \$ 927,811 |
| Other Invested Assets: | \$ 14,862,431 | Other Liabilities: | \$ 36,471,768 |
| Notes Received: | \$ 0 | Total Liabilities: | \$ 327,082,448 |
| Investment Income Due & Accrued: | \$ 1,819,378 | | |
| Net Deferred Tax Asset: | \$ 8,106,693 | <u>Policyholder Surplus</u> | |
| Guaranty Funds Receivable or on Deposit: | \$ 4,981,510 | Capital Stock: | \$ 4,200,000 |
| Electronic Data Processing Equipment: | \$ 76,777 | Gross Paid-in & Contributed Surplus: | \$ 109,389,422 |
| Receivables from Parent, Subsidiaries: | \$ 15,586,561 | Unassigned Funds: | \$ 65,917,178 |
| Aggregate Write-ins for Other than Invested Assets: | \$ 14,866,541 | Total Policyholder Surplus | \$ 179,486,600 |
| Total Admitted Assets: | \$ 506,568,049 | Total Liabilities & Policyholder Surplus: | \$ 506,569,068 |


Notes : Bonds & Stocks are valued in accordance with the basis adopted by the NAIC.

Certification : The Officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures Manual except that: 1) State Law may differ; or 2) that State rules or regulations require differences in reporting not related to accounting practices and procedures according to the best of their information, knowledge and belief, respectively.

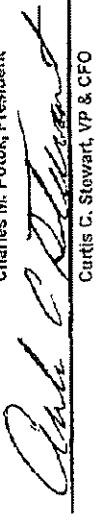
Notarized :



State of South Carolina, County of Richland
 My Commission Expires 12/11/14
 Notary Public



 Charles M. Potok, President



 Curtis C. Stewart, VP & CFO



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
DEP14934

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

**ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF AML&R
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|-----|---------------|
| 03/28/2010 | | | | |
| BID OPENING DATE: 04/15/2010 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UQP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|----------------------------|
| ***** ADDENDUM NO. 1 ***** | | | | | | |
| ADDENDUM ISSUED FOR THE DAVID MORGAN PORTALS PROJECT TO DISTRIBUTE THE SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 03/18/2010. | | | | | | |
| BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/15/10 AT 1:30 PM. | | | | | | |
| ***** NO OTHER CHANGES ***** | | | | | | |
| 0001 | 1 | JB | | 962-73 | | |
| RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES | | | | | | |
| ***** THIS IS THE END OF RFQ DEP14934 ***** | | | | | | TOTAL: <u>\$145,555.00</u> |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Matthew Adams</i> | TELEPHONE 304 292-7049 | DATE 4-14-10 |
| TITLE President | FEIN 2005591375 | 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Rev. 12/15/09

**Addendum #1 - Questions During Pre-Bid Meeting
David Morgan Portals
DEP14934**

The following comments and questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflict between the two.

Comments:

1. Work hours on this project shall be between 7:00 am and 7:00 pm Monday through Saturday. Work on Sundays and major holidays shall not be allowed.
2. Due to changes in the NPDES requirements silt fence will be required along any areas that would allow drainage to leave the project site. The approximate quantity of silt fence will be 550 lf and shall be bid under Section 5 Sediment control. No additional quantity is needed for this item.

Questions:

1. Q. Can we dry the wet material in an area outside the construction limits?
A. No. We can only work within the existing construction limits.
2. Q. Where does the cut timber need to be stacked for property owner?
A. We do not know the exact location that he will want it placed so plan on placing it by the main road at the access point where the PBC was held.
3. Q. Do we need to clear cut the area where the refuse is located?
A. Plan on only removing the trees that are necessary for the completion of the construction work.
4. Q. Can we bury the concrete building remains on the project site?
A. Yes, but only the concrete blocks. No other material associated with the building can be buried.
5. Q. Are there any hazardous materials in the drums located on the project site?
A. We do not know of any hazardous materials that are located on this site. But you need to be aware if any are discovered they must be handled by the hazardous waste standards for disposal.

Pre-Bid Conference – David Morgan Portals
DEP14934

6. Q. Will water treatment be required on this project?
A. Yes. Must meet pH and iron standard. A bid item for soda ash is included in the bid schedule.

7. Q. What will be the final condition of the access road once the project is completed?
A. It will be put back to the original grassed condition.

The Contractor shall have 90 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages clause will be in effect after the 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14934 Bid Open Date: April 15, 2010
 Project: David Morgan Portals Pre-Bid Date: March 18, 2010

Name : Steve Jurasko
 Company: Polino Contracting, Inc
 Address: PO 230
Elkins WV 26241

Phone #: 304-636-3886
 Fax #: 304-636-5108
 Email : JBROWN@Polino.com

Name : Jeffrey S. Lavette
 Company: SSJL Co-Owners Corp. Inc
 Address: 8 Hunter Lane Rd
Princeton WV 26201

Phone #: 304 890 4108
 Fax #: 304 291 2603
 Email : JEFF@SSJL.COM

Name : Don Vincent
 Company: Breakaway, Inc
 Address: 1025 26th Street SW
Sutton, WV 26601

Phone #: 304-765-5317
 Fax #: 304-765-5319
 Email : breakawayinc@verizon.net

Name : JAMES ALLEN
 Company: J F ALLEN CO
 Address: PO Box 2049
Buckhannon WV 26201

Phone #: 304 472 8890
 Fax #: 304 472 8897
 Email : JAMES.ALLEN@JFALLENCO.COM

Name : Ty Martin
 Company: Solo Rock Ex. Inc
 Address: 3106 Hudson Rd
Albright WV 26519

Phone #: 304-276-2371
 Fax #: 304-379-9502
 Email : Solo-rock@earthlink.net

Name : Gary E. Stanley
 Company: Stanley Ind. Inc
 Address: 7 Maple Lake
Bridgport WV
26330

Phone #: 304-842-8540
 Fax #: 304-842-8609
 Email : gstanley@mr.fr.com

Name : DENNIS COOK
 Company: COOK BROS INC.
 Address: Rt 1 Box 196-D
Farmington WV
26554

Phone #: 304-287-7109
 Fax #: 304-287-7693
 Email : COOKBROINC@AOL.COM

Name : Collins Builders
 Company: Collins Builders & Contracting, Inc
 Address: 3450 Coyle-Corbin Rd
Farmington WV
26501

Phone #: 304-765-3521
 Fax #: 764-765-3521
 Email : Collins Builders & Contracting, Inc

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14 934 Bid Open Date: April 15, 2010
 Project: David Morgan Portals Pre-Bid Date: March 18, 2010

Name : DAVID H. Bowman
 Company: Green Mountain Co
 Address: 511 50th Street
Chas WV 25304

Phone #: 304-925-0253
 Fax #: 925 9230
 Email : Jody.Mayer@OL.com

Name : Kirk Natericola
 Company: Natericola's Messing LLC
 Address: 626 Maryland Ave
Fairmont WV 26554

Phone #: 304-672-1979
 Fax #: 304-534-8234
 Email : Kirk.Natericola@gmail.com

Name : Robert Barnes
 Company: Barnes EXC. INC.
 Address: P.O. Box 13384
Sissonville
WV. 25360

Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email : Barnes EXC @ AOL.com

Name : GARY LONG
 Company: McCourt & Son Const.
 Address: 2790 Centralia Rd
Seton WV 26601

Phone #: 304 765-5288
 Fax #: 304 765-5293
 Email :

Name : LES BOLEN
 Company: ASPEN CORPORATION
 Address: 2400 RITER DRIVE
DANIELS WV 25822

Phone#: 304-763-4573
 Fax #: 304-763-4591
 Email : lboLEN@aspco-ark.com

Name : GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC.
 Address: P.O. BOX 218
KENNA WV
25248

Phone#: 304 302-4378
 Fax #: 304 302-4378
 Email :

Name : Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO Box 13015
Sissonville WV
25360

Phone#: 304-984-1415
 Fax #: 984-2770
 Email : Rcarper107@aol.com

Name : Beenie McCourt
 Company: Mountain Movers
 Address: 216 South Main
Weston WV 26452

Phone#: 504-268-2449
 Fax #: 704-644-5003
 Email : 304 268-2449

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14 934 Bid Open Date: April 15, 2010
Project: David Morgan Portals Pre-Bid Date: March 18, 2010

Name : Spencer C Woodall Name :
Company: Concord Co Inc Company:
Address: PO Box 243 Simpsonville Address:
Phone #: 304 779 4397 Phone#:
Fax #: 304 739 4401 Fax #:
Email : Email :

Name : Kelli Corp with Adams Name :
Company: Kelli Corp Company:
Address: 3025 Point Marion Rd Address:
Phone #: 304 292 8102 Phone#:
Fax #: 304 292 8608 Fax #:
Email : adamsmka@comcast.net Email :

Name : Jack Mitchell Name :
Company: Eastern Area Corp Company:
Address: P.O. Box 4108 Address:
Phone #: 304-414-0255 Phone#:
Fax #: 304-414-0256 Fax #:
Email : Eastern Area (Email) Corp Email :

Name : Chad Bilotta Name :
Company: Anderson Excavating LLC Company:
Address: 343 Williams Rd Address:
Phone #: 304-983-2296 Phone#:
Fax #: 304-983-4755 Fax #:
Email : Bilotta@AndersonExcavating.us Email :

BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, the undersigned, Kelli Corp.
of Morgantown, West Virginia, as Principal, and Companion Property and
Company of Reynoldsburg, Ohio, a corporation organized and existing under the laws of the State of South
Carolina with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Twelve Thousand Five Hundred (\$ 12,500.00) for the payment of which,
and No/100 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
Mine Reclamation

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
15th day of April, 20 10.

Principal Corporate Seal

Kelli Corp.

(Name of Principal)

By Matthew Adams

(Must be President or
Vice President)

President

(Title)

Companion Property and Casualty
Insurance Company

(Name of Surety)

Surety Corporate Seal

Andrew C. Heaner

Attorney-in-Fact
Andrew C. Heaner

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

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)
51 Clemson Road
Columbia, SC 29229

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Lloyd Randall Deal of Kennesaw, Georgia; Arthur S. Johnson of Atlanta, Georgia; Jessica I. Boone of Locust Grove, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Canton, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Donald J. Kersey of Birmingham, Alabama; Donald H. Gibbs of Atlanta, Georgia; Diane L. McLain of Fitchburg, Wisconsin; or Diane M. Bailey of Phoenix, Arizona, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 19th day of May, 2008.

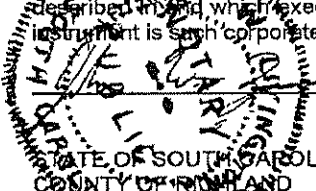
RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 19th day of MAY, 2008.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY
By: [Signature] Charles M. Potok, President
[Signature] Curtis C. Stewart, Vice President & CFO

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
On this 19th day of May, 2008, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and Vice President & CFO of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that they know the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that they signed their names thereto pursuant to due authorization.



Notary Public, State of SC, qualified in Richland County Commission Expires: 7/16/14

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
I, the undersigned an officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 15th day of April, 2010

[Signature]
Curtis C. Stewart, Vice President & CFO

Number 22460



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Morgan, TO-WIT:

I, Matthew D Adams, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Kelli Corp; and,
(Company Name)
- 2. I do hereby attest that Kelli Corp
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Kelli Corp
(Company Name)

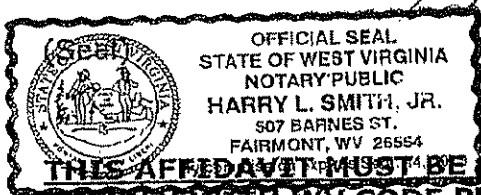
By: Matthew Adams

Title: President

Date: 4-13-10

Taken, subscribed and sworn to before me this 13th day of April 2010

By Commission expires Sept 14, 2019



Harry L. Smith, Jr.
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev March 2009

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Kelli Corp

Authorized Signature: Matthew Jordan Date: 4-13-10

State of West Virginia

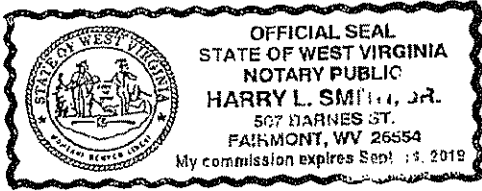
County of Mason, to-wit:

Taken, subscribed, and sworn to before me this 13th day of April, 2010

My Commission expires Sept. 14, 2019.

NOTARY PUBLIC Harry L. Smith, Jr.

AFFIX SEAL HERE



Purchasing Affidavit (Revised 12/15/09)