



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

**Request for
 Quotation**

McAlpin
 RFQ NUMBER
 DEP13917

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 CHUCK BOWMAN
 304-558-2157
 JUN 09 2006

*709045227 304-925-0253
 GREEN MOUNTAIN COMPANY
 511 50TH STREET
 CHARLESTON WV 25304

VENDOR

SHIP TO

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

DATE PRINTED 06/08/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 06/19/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 ***** ADDENDUM ISSUED FOR THE MCALPRIN ERODING DUMP PROJECT TO DISTRIBUTE THE MANDATORY PRE-BID SIGN-IN SHEET AND TO ADD THE FOLLOWING SPECIFICATIONS AND BID REQUIREMENTS REGARDING INSURANCE. PLEASE NOTE THE FOLLOWING RAILROAD PROTECTIVE LIABILITY INSURANCE REQUIREMENTS REQUIRE THE SUCESSFUL VENDOR TO PROVIDE TO THE STATE OF WEST VIRGINIA ADDITIONAL INSURANCE DOCUMENTATION SUBMISSIONS ACCOMPANYING THOSE REQUIRED IN EXHIBIT 5 OF THE ORIGINAL REQUEST FOR QUOTATION. SPECIFICALLY, THE PROOF OF GENERAL LIABILITY INSURANCE CERTIFICATE THAT NAMES THE STATE OF WEST VIRGINIA AS THE CERTIFICATE HOLDER WILL ALSO HAVE TO INCLUDE THE BEAVER COAL COMPANY, LTD., COAL FILLERS, INC., & NORFOLK SOUTHERN RAILROAD COMPANY AS ADDITIONAL INSUREDS. ALSO, IN ACCORDANCE WITH SECTION 10.4.C., THE CERTIFICATE WILL NEED TO INCLUDE A SINGLE LIMIT OF LIABILITY IN THE AMOUNT OF \$2,000,000.00 FOR BODILY INJURY AND PROPERTY DAMAGE PER OCCURANCE WITH AN AGGREGATE OF \$6,000,000.00 FOR EACH ANNUAL POLICY PERIOD. BID DATE AND OPENING TIME REMAIN UNCHANGED AS 06/19/2007 AT 1:30 PM. ***** NO OTHER CHANGES *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jammy J. Clay</i>	TELEPHONE 304-925-0253	DATE 6/19/07
TITLE Corp. Secretary	FEIN 55-0580174	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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

McAlpin Eroding Dump
Req. No. DEP13917
Addendum #2

1.) General Conditions 10.1 (a) – Add the following:

“Said insurance shall include Beaver Coal Company, Ltd and Coal Fillers, Inc. as additional named insureds.”

2.) Add General condition 10.4 as follows:

10.4 RAILROAD PROTECTIVE LIABILITY INSURANCE

Prior to construction activities on the Norfolk Southern Railway Company property, the following conditions shall apply:

- (a) The contractor is to notify the Railroad's Engineering Representative, Mr. G. A. Shepard (telephone 304-325-4277) at least forty-eight (48) hours before proceeding with the work on Railroad property and shall abide by the instructions of said Division Superintendent insofar as the safety of the Railroad is concerned.
- (b) The Railroad shall furnish such personnel, flagmen or watchmen which in its opinion are necessary to protect the facilities and traffic of the Railroad during the performance of said work and the contractor shall reimburse the Railroad promptly for the actual cost of said services, including all applicable surcharges, upon receipt of bill(s) therefor.
- (c) The contractor is required to obtain, before work is commenced on Railroad property, and keep in effect until work is completed and accepted, a Railroad Protective Liability Insurance Policy in the name of the Railroad; said policy to be in form prescribed in Part 656 Subpart A of Chapter I of Title 23 of the Code of Federal Regulations, or in Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, subsection 2, and to have a single limit of liability in the amount of two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence, with an aggregate of six million dollars (\$6,000,000.00) for each annual policy period. The original policy must be submitted to and approved by Railroad's Director-Insurance, c/o Norfolk Southern Corporation, 110 Franklin Road, Roanoke, Virginia 24042.
- (d) The Contractor is to promptly notify said Railroad representative of any loss, damage, injury or death arising out of or in connection with said work to be performed.

3.) Construction Specification 2.5 Additional Specifications:

Now reads: “West Virginia Division of Highways publications entitled “Standard Specifications, Roads and Bridges” adopted 2000,”

To read: “West Virginia Division of Highways publications entitled “Standard Specifications, Roads and Bridges” newest addition,”

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

003

PRINT LEGIBLY

RFQ # : DEP 13912
Project : McAlpin Eroding Dump Phase II

Bid Date: 6/19/07
Pre-Bid Date: 5/31/07

Name : GARY Long
Company: McCourt & Son Const. Inc
Address: 2790 Centralia Rd
Sutton WV 26601

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

Name : Bernie STUART
Company: COUGILL VP INC.
Address: PO Box 243
SIMPSON WV
26435

Phone #: 304-739-4397
Fax #: 304-739-4397
Email : _____

Name : Roger L. Collins Jr.
Company: Collins Building & Contracting INC.
Address: 390 Corley Rd.
Fla. Woods, WV 26021
FLATWOODS

Phone #: 765-3521
Fax #: 765-3521
Email : _____

Name : BASIL CARPENTER
Company: JANOB EX INC
Address: 333 A Call Rd Ches WV
25312

Phone #: 304 546-1601
Fax #: 304 984-3528
Email : _____

Name : ANN WAROWELL
Company: EASTERN ARROW
Address: P.O. BOX 365
CHARLTN HTS WV
25040

Phone#: 304-332-5522
Fax #: 304-332-5525
Email : easternarrow@hotmail.com

Name : Kevin Bradford
Company: Pineville Paving & Excavating Inc.
Address: P.O. Box 1290
Pineville WV 24874

Phone#: 304-732-8303
Fax #: 304-732-7855
Email : KDBPPI@AOL.COM

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN CO.
Address: 511 50th STREET
Charleston WV
25303

Phone#: 304 925 0253
Fax #: 304 925 9230
Email : Jody Mays AOL.COM

Name : MASON WHEELER JR
Company: SEVENSON ENVIR. SVCS.
Address: 240 ROCK SPRINGS RD
DELMONT, PA 15626

Phone#: 724-468-3377
Fax #: 724-468-3344
Email : _____

HEADQUARTERS

2007 MAY 31 PM 2:32

RECEIVED AML

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

004

PRINT LEGIBLY

RFQ # : DEP13917
Project: McAlpin Evolving Dump Phase II

Bid Date: 6/19/07
Pre-Bid Date: 5/31/07

Name : DERRICK SEARS
Company: Foster Supply
Address: PO Box 488
Scott Depot WV 25560

Name : _____
Company: _____
Address: _____

Phone #: 304-553-6565
Fax #: 304-755-8280
Email : DSEARS@FOSTER-SUPPLY.COM

Phone# : _____
Fax # : _____
Email : _____

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

Name : _____
Company: _____
Address: _____

Phone #: 304-984-1115
Fax #: 304-984-2770
Email : RCarpenter103@aol.com

Phone# : _____
Fax # : _____
Email : _____

Name : Dale Thornton
Company: Thornton Const Co Inc
Address: PO Box 13279 Charleston WV

Name : _____
Company: _____
Address: _____

Phone #: 984 2299
Fax #: 984 2334
Email : _____

Phone# : _____
Fax # : _____
Email : _____

Name : GARY COVAY
Company: G.A. Covay Engineering
Address: P.O. Box 185
SUTTON WV 26601

Name : _____
Company: _____
Address: _____

Phone #: 304 364 4100
Fax #: 364 5100
Email : g.a.covay@RTOL.net

Phone# : _____
Fax # : _____
Email : _____



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 511 50TH STREET
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SUPPLIER

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/11/2007				
BID OPENING DATE: 06/19/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM ISSUED TO CHANGE THE SCHEDULED MANDATORY ON-SITE PRE-BID CONFERENCE DATE.		
				DATE IS CHANGED FROM 05/22/07 TO 05/31/2007 AT 10:00AM.		
				BID OPENING DATE AND TIME ARE THEREFORE CHANGED TO 06/19/2007 AT 1:30 PM.		
				NO OTHER CHANGES		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jimmy J. Clay</i>	TELEPHONE 304-925-0253	DATE 6/19/07
TITLE Corp. Secretary	FEIN 55-0580174	ADDRESS CHANGES TO BE NOTED ABOVE

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



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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/09/2007				

BID OPENING DATE: **06/14/2007** **BID OPENING TIME 01:30PM**

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0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 40 ACRE ABANDONED MINE PROJECT KNOWN AS THE "MCALPIN ERODING DUMP - PHASE II" PROJECT. THE SITE IS LOCATED NEAR MCALPIN, WV (RALGIGH CO.).</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 05/22/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: THE PROJECT CAN BE ACCESSED FROM THE NORTH BY TRAVELING SOUTH ON WV RT. 16 TO SOPHIA. AT THE TRAFFIC LIGHT (A T-INTERSECTION), TURN RIGHT CONTINUING ON WV RT. 16. PROCEED APPROXIMATELY 1/4 MILE AND TURN LEFT ONTO ROBERT C. BYRD ROAD (WV COUNTY ROUTE 30). FOLLOW THIS ROAD DOWN THE MOUNTAIN TO NEAR THE BOTTOM.</p> <p>CONTACT & PHONE #: DEAN STILTNER, 304-465-1911</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 \$30.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Janey J. Clay</i>	TELEPHONE 304-925-0253	DATE 6/19/07	
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR RALEIGH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jimmy J. Clay</i>	TELEPHONE 304-925-0253	DATE 6/19/07
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CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS 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 OR PHONE 304-558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: CONTRACTORS NAME:.....Green Mountain Company..... CONTRACTORS LICENSE #:.....WV002057.....						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE & REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jerry J. Clay</i>	TELEPHONE 304-925-0253	DATE 6/19/07
TITLE Corp. Secretary	FEIN 55-0580174	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 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. (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT B</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jammy J. Clay</i>	TELEPHONE 304-925-0253	DATE 6/19/07
TITLE Corp. Secretary	FEIN 55-0580174	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE I ARFI FD 'VENDOR'



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<p>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 "MCALPIN ERODING DUMP - PHASE II" PROJECT. SAID PLANS & SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 44 DRAWINGS AS PREPARED BY CONSULTANT NAME.</p> <p>(6) PAYMENTS AND COMPLETION: THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jerry J. Clay</i>	TELEPHONE 304-925-0253	DATE 6/19/07
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
**CHUCK BOWMAN
 304-558-2157**

VENDOR

*709045227 304-925-0253
GREEN MOUNTAIN COMPANY
 511 50TH STREET

 CHARLESTON WV 25304

SHIP TO

**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
05/09/2007				

BID OPENING DATE: **06/14/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jamy J. Clay</i>	TELEPHONE 304-925-0253	DATE 6/19/07
TITLE Corp. Secretary	FEIN 55-0580174	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED '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
DEP13917

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

VENDOR

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>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> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jammy J. Clay</i>	TELEPHONE 304-925-0253	DATE 6/19/07
TITLE Corp. Secretary	FEIN 55-0580174	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABEL FOR VENDOR



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05/09/2007				

BID OPENING DATE: **06/14/2007** BID OPENING TIME **01:30PM**

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Jerry G. Clay* TELEPHONE 304-925-0253 DATE 6/19/07

TITLE Corp. Secretary FEIN 55-0580174 ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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Request for Quotation

RFQ NUMBER:
DEP13917

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11

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

AUCTION

*709045227 304-925-0253
GREEN MOUNTAIN COMPANY
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	<p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: ...DEP13917.</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ...X...</p> <p>NO. 2 ...X...</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jamy J. Clay</i>	TELEPHONE 304-925-0253	DATE 6/19/07
TITLE Corp. Secretary	FEIN 55-0580174	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE I AM FILLING IN FOR 'VENDOR'



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><i>Jamy J. Clay</i> SIGNATURE Green Mountain Company COMPANY 6/19/07 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>RFQ. NO.: DEP13917</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jamy J. Clay</i>	TELEPHONE 304-925-0253	DATE 6/19/07
TITLE Corp. Secretary	FEIN 55-0580174	ADDRESS CHANGES TO BE NOTED ABOVE

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

WV-36 Rev. 10/81		STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET		Buyer: CB-#23	Page: 14	Req. or P.O. No.: DEP13917
Vendor: CONTRACTOR'S BID SHEET		Spending Unit:				
Item No.	Quantity	Description	Unit Price	Amount		
McALPIN ERODING DUMP - PHASE II RALEIGH COUNTY, WEST VIRGINIA						
12	1	"Mobilization and Demobilization," per lump sum (not to exceed 10% of the total bid amount)	l.s.	\$ 171,242.00		
13	1	"Construction Layout," per lump sum (not to exceed 5% of the total bid amount)	l.s.	\$ 85,000.00		
14	1	"Quality Control," per lump sum (not to exceed 3% of the total bid amount)	l.s.	\$ 51,000.00		
15.1	1	"Site Preparation," per lump sum (not to exceed 10% of the total bid amount)	l.s.	\$ 172,000.00		
15.2	10,000	"Sediment Control," per linear foot	\$ 1.00	\$ 10,000.00		
15.3	1	"Check Dam," per each	\$ 2,790.00	\$ 2,790.00		
16.1	100	"Type A Channel," per linear foot	\$ 19.00	\$ 1,900.00		
16.2	460	"Type C Channel," per linear foot	\$ 19.00	\$ 8,740.00		
16.3	2,000	"Type A - Grouted Channel," per linear foot	\$ 140.00	\$ 280,000.00		
16.4	425	"Type B - Grouted Channel," per linear foot	\$ 153.00	\$ 65,025.00		
16.5	1,120	"Type C - Grouted Channel," per linear foot	\$ 144.00	\$ 161,280.00		
16.6	600	"Interceptor Ditch," per linear foot	\$ 10.00	\$ 6,000.00		
16.7	450	"Discharge Channel," per linear foot	\$ 18.00	\$ 8,100.00		
17.1	10	"Wet Seal," per each	\$ 1,000.00	\$ 10,000.00		
17.2	2	"Dry Seal," per each	\$ 870.00	\$ 1,740.00		
17.3	2,900	"Air Shaft Backfill," per ton	\$ 14.50	\$ 42,050.00		
17.4	64	"Concrete Air Shaft Seal," per square yard	\$ 52.00	\$ 3,328.00		
17.5	1	"Mine Face Up - Front Facing," per each	\$ 15,000.00	\$ 15,000.00		
17.6	1	"Mine Face Up - Side Facing," per each	\$ 7,870.00	\$ 7,870.00		
17.7	2	"Slope Entry Seal," per each	\$ 4,730.00	\$ 9,460.00		
17.8	1,000	"Soda Ash Briquettes," per 50 pound bag	\$ 1.00	\$ 1,000.00		
17.9	4	"Bat Gates," per each	\$ 7,800.00	\$ 31,200.00		
18.1	1	"Demolition of Abandoned Mine Structures - Site No. 7," lump sum	l.s.	\$ 10,000.00		
18.2	1	"Demolition of Abandoned Mine Structures - Site No. 10," lump sum	l.s.	\$ 10,000.00		
18.3	1	"Demolition of Abandoned Mine Structures - Site No. 11," lump sum	l.s.	\$ 40,000.00		
18.4	1	"Demolition of Abandoned Mine Structures - Site No. 12," lump sum	l.s.	\$ 40,000.00		
18.5	4	"Pump Hole Cap," per square yard	\$ 265.00	\$ 1,060.00		
19.1	515,000	"Unclassified Excavation," per cubic yard	\$.50	\$ 257,500.00		
19.2	30	"Soil Placement," per plan acre	\$ 3,670.00	\$ 110,100.00		
19.3	1,500	"Underdrain," per linear foot	\$ 5.00	\$ 7,500.00		
19.4	250	"Road Resurfacing," per linear foot	\$ 6.50	\$ 1,625.00		
19.5	1	"Gate," per each	\$ 3,730.00	\$ 3,730.00		
19.6	3,700	"Rock Toe Buttress," per ton	\$ 1.00	\$ 3,700.00		
19.7	2,500	"Erosion Control Matting," per square yard	\$ 3.00	\$ 7,500.00		
19.8	1,000	"ATV Barrier," per linear foot	\$ 10.00	\$ 10,000.00		
19.9	1,000	"Subsurface Investigation," per linear foot	\$ 5.00	\$ 5,000.00		
20	40	"Revegetation," per acre	\$ 1,855.00	\$ 74,200.00		
TOTAL				\$ 1,726,640.00		

Part D.

Contractor Name: Green Mountain Company

If the current entity and 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 affiliations. 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 _____	Position/Title _____
Address _____	Telephone # _____
_____	% of Ownership _____
Begin Date: _____	Ending Date: _____
Name _____	Position/Title _____
Address _____	Telephone # _____
_____	% of Ownership _____
Begin Date: _____	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 average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. 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 210 SIB, Constitution Ave., NW, Washington, D.C. 20240.

STATE OF WEST VIRGINIA
Purchasing Division

019

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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

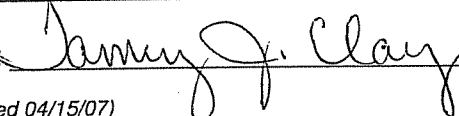
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a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

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

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

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

Vendor's Name: Green Mountain Company

Authorized Signature:  Date: 6/19/07

Date: 16-Nov-2006

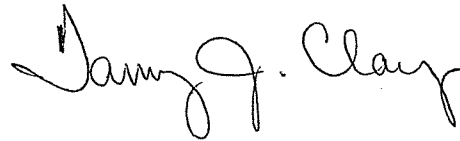
Applicant Violator System
Organizational Family Tree (OFT)

Time :09:23:53
Page: 1

(139758) GREEN MOUNTAIN CO

Total Number: 7

Entity ID	Name	Desc Code	Begin Date	End Date	Pct. Own.	Hold Code
139752	CLAY, RODNEY W	PRS	1-Dec-1985			
139752	CLAY, RODNEY W	SH	1-Dec-1985		100%	
139752	CLAY, RODNEY W	CB	1-Dec-1988			
139752	CLAY, RODNEY W	DIR	1-Dec-1988			
139752	CLAY, RODNEY W	TRS	1-Dec-1988			
139753	CLAY, TAMMY J	SEC	1-Apr-1987			
139754	BOWMAN, DAVID H	VP	1-Mar-1993			



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Green Mountain Company
of Charleston, 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
McAlpin Eroding Dump-Phase II - DEP 13917 - 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
14th day of June, 2007.

Principal Corporate Seal

Green Mountain Company
(Name of Principal)
By: [Signature]
(Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: [Signature]
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, H. RANDOLPH NEVILLE, PATRICIA A. FINCKE, STEPHEN B. STODDEN, PATRICIA A. MOYE, ALLAN L. MC VEY, TAMMY M. LLOYD, 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 08th day of NOVEMBER A.D., 2006 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr. (Signature)

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

State of Ohio County of Medina ss.:

On this 08th day of NOVEMBER A.D., 2006 , 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

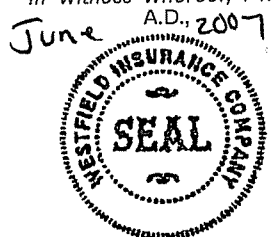


William J. Kahelin (Signature) William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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 14th day of June A.D., 2007 .



Frank A. Carrino (Signature) Frank A. Carrino, Secretary