



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
DEP14144

PAGE
1

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

VENDOR

~~709110023~~ 304-623-5503

JLJ ENTERPRISES LLC
 RT 1 BOX 464
 CLARKSBURG, WV 26301

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/20/2007				

BID OPENING DATE: 10/25/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF WATER</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS TO AWARD A CONTRACT TO PERFORM WATER RECLAMATION ON THE MINING OPERATION OF KEISTER COAL CO. INC., NATIONAL CONSTRUCTION COMPANY, INC., AN WERNER MINING COMPANY, INC., NOW UNDER REVOKED PERMIT NUMBERS(S) 184-77, S-2004-86 & S-2003-86, PER THE FOLLOWING DRAWINGS, SPECIFICATIONS, BID REQUIREMENTS, TERMS & CONDITIONS, SCOPE OF WORK, AND THE BID SCHEDULE AS ATTACHED.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 10/02/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. THE PRE-BID WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AN/OR DURING INCLEMENT WEATHER. CONSIDER THIS WHEN SELECTING YOUR REPRESENTATIVE FOR ATTENDANCE.</p> <p>THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR BELINGTON, WV, BARBOUR COUNTY AND CONSISTS OF APPROXIMATELY 15 ACRES.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. F. ...</i>	TELEPHONE 304 623 5503	DATE 11-1-07
TITLE <i>...</i>	FEIN 34 1987456	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)**

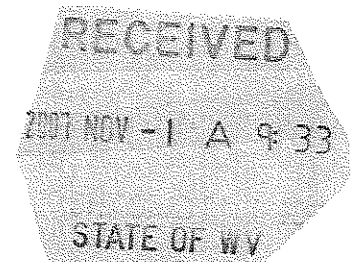
1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful 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.
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-2157**

~~*709110025~~ 304-623-5503

PURCHASER

JLJ ENTERPRISES LLC
 RT 1 BOX 464
 CLARKSBURG, WV 26301

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<p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR BARBOUR 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>						

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SIGNATURE <i>A. Fa...</i>	TELEPHONE 304 623 5503	DATE 11-1-07 10-25-07
TITLE <i>...</i>	FEIN 34 1987456	ADDRESS CHANGES TO BE NOTED ABOVE

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12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract 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.

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

~~*709110023~~ 304-623-5503

VENDOR

JLJ ENTERPRISES
 RT 1 BOX 464
 CLARKSBURG, WV 26301

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<p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE <i>Principal</i>	FEIN 34 1987456	ADDRESS CHANGES TO BE NOTED ABOVE

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*709110025

304-623-5503

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<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>JLJ Enterprises LLC Rt. 1 Box 464 Clarksburg, WV 26301</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME - CONTRACTORS LICENSE NO. - WV 042 032</p> <p>THE SUCCESSFUL BIDDER WILL REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p>						

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

03

VENDOR

JLJ ENTERPRISES LLC
 RT 1 BOX 464
 CLARKSBURG, WV 26301

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS %20 OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE %30 OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p>						

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SIGNATURE <i>JFC</i>	TELEPHONE 304 623 5503	DATE 11-1-07 10-25-07
TITLE <i>president</i>	FEIN 34 1987456	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR ROOM

JLJ ENTERPRISES LLC
 RT 1 BOX 464
 CLARKSBURG, WV 26301

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<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 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>						

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SIGNATURE <i>AFC</i>	TELEPHONE 304 623 5503	DATE <i>10-25-07</i>
TITLE <i>President</i>	FERN 34 1987456	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **10/25/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>REQUISITION NO.: DEP14144</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 <i>SPAY</i></p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>FCA 2</i>	TELEPHONE 304 623 5503	DATE <i>11-1-07</i> <i>10-25-07</i>
TITLE <i>Procurement</i>	FEIN 34 1987456	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
 DEP14144

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

503

PURCHASER

JLJ ENTERPRISES LHC
 RT 1 BOX 464
 CLARKSBURG, WV 26301

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED 09/20/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 10/25/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> SIGNATURE JLJ ENTERPRISES LHC COMPANY 10/25/07 DATE 11-1-07 </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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 304 623 5503	DATE 11-1-07 10/25/07	
TITLE 	FEIN 34 1987456	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
DEP14144

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

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JLJ ENTERPRISES
 RT 1 BOX 464
 CLARKSBURG, WV 26301

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ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/20/2007				

BID OPENING DATE: **10/25/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SEALED BID</p> <p>BUYER: CB-23 RFQ. NO.: DEP14144 BID OPENING DATE: 10/25/2007 BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304 624 9222 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- JAMES F ALLEN -----</p> <p>***** THIS IS THE END OF RFQ DEP14144 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J F Allen</i>	TELEPHONE 304 623 5503	DATE 10/25/07
TITLE <i>Procurement</i>	FEIN 34 1987456	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

090

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.

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: JHS ENTERPRISES LLCAuthorized Signature: A J C Date: 10-25-07



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
DEP14144

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1

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

PROPERTY

JLJ Enterprises
 Attention: James Allen
 Rt. 1 Box 464
 Clarksburg, WV 26301

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/16/2007				

BID OPENING DATE: **11/01/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM ISSUED FOR THE WATER RECLAMATION OF THE WERNER MINING CO PROJECT AS A RESULT OF THE PRE-BID MEETING OF 10/02/07.		
				THIS ADDENDUM INCLUDES THE PRE-BID SIGN-IN SHEET AS WELL AS TWENTY-SEVEN (27) VENDOR QUESTIONS AND AGENCY RESPONSES RESULTING FROM THAT MEETING.		
				THE BID DATE AND OPENING TIME HAVE BEEN REVISED FROM 10/25/07 AT 1:30 PM TO 11/01/07 AT 1:30 PM.		
				NO OTHER CHANGES		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF WATER		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *JFA* TELEPHONE **304 623 5503** DATE **11-1-07**
 TITLE *Vipras* FEIN **34 1987456** ADDRESS CHANGES TO BE NOTED ABOVE

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

JLJ Enterprises LLC
 Rt. 1 Box 464
 Clarksburg, WV 26301

BUYER CB-23	PAGE 012	REQ. OR PO NO. DEP 14144
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>KEISTER COAL</u>				
PERMIT NUMBER: <u>184-77</u>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMObILIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>45,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000.00</u>
3.0	<u>7500</u> LF	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ <u>5.25</u> PER LF	\$ <u>39,375.00</u>
4.0	<u>700</u> LF	<u>FILTER FABRIC FOR ROAD UPGRADE</u>	\$ <u>3.00</u> PER LF	\$ <u>2,100.00</u>
5.0	<u>200</u> TON	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ <u>30.00</u> PER TON	\$ <u>6,000.00</u>
6.0	<u>1510</u> LF	<u>NEW HAULROAD/ACCESS ROAD</u>	\$ <u>27.00</u> PER LF	\$ <u>40,770.00</u>
7.0		<u>REVEGETATION</u>		
7.1	<u>8</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>3,000.00</u> PER ACRE	\$ <u>24,000.00</u>
7.2	<u>8</u> AC	<u>FERTILIZER</u>	\$ <u>500.00</u> PER ACRE	\$ <u>4,000.00</u>
7.3	<u>8</u> AC	<u>MULCH</u>	\$ <u>500.00</u> PER ACRE	\$ <u>4,000.00</u>
7.4	<u>8</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>300.00</u> PER ACRE	\$ <u>2,400.00</u>
8.0	<u>500</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>5.00</u> PER LF	\$ <u>2,500.00</u>

JLJ Enterprises LLC
 Rt. 1 Box 464
 Clarksburg, WV 26301

BUYER CB-23	PAGE 013	REQ. OR PO NO. DEP 14144
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a

Rev. 1/29/02

VENDOR:

STATE OF WEST VIRGINIA
 PURCHASING CONTINUATION SHEET

9.0	<u>650</u> LF	<u>TRAPEZOIDAL RIPRAP DITCH</u>	\$ <u>25.00</u> PER LF	\$ <u>16,250.00</u>
10.0	<u>220</u> LF	<u>HDPE CULVERT 12" DIAMETER</u>	\$ <u>20.00</u> PER LF	\$ <u>4,400.00</u>
11.0	<u>20</u> LF	<u>HDPE CULVERT 24" DIAMETER</u>	\$ <u>50.00</u> PER LF	\$ <u>1,000.00</u>
12.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
13.0	LUMP SUM	<u>WATER TREATMENT</u>	LUMP SUM	\$ <u>5,000.00</u>
14.0	<u>60</u> LF	<u>SEEP CONVEYANCE DRAIN</u>	\$ <u>60.00</u> PER LF	\$ <u>3,600.00</u>
15.0	<u>225</u> LF	<u>SDR 35 PVC SOLID PIPE 6" DIAMETER</u>	\$ <u>15.00</u> PER LF	\$ <u>3,375.00</u>
16.0	LUMP SUM	<u>CONCRETE SEEP COLLECTION STRUCTURE</u>	LUMP SUM	\$ <u>25,000.00</u>
17.0	<u>180</u> LF	<u>4-INCH HDPE PIPE</u>	\$ <u>15.00</u> PER LF	\$ <u>2,700.00</u>
18.0	LUMP SUM	<u>WATER CONNECTIONS AT DISPENSING UNITS</u>	LUMP SUM	\$ <u>3,500.00</u>
19.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ <u>10,000.00</u>
20.0	LUMP SUM	<u>SETTLING PONDS-RECONSTRUCT</u>	LUMP SUM	\$ <u>20,000.00</u>
21.0	LUMP SUM	<u>COLLECTION POND-CLEAN AND MODIFY</u>	LUMP SUM	\$ <u>25,000.00</u>
22.0	<u>165</u> LF	<u>BAFFLE CURTAIN</u>	\$ <u>30.00</u> PER LF	\$ <u>4,950.00</u>
23.0	LUMP SUM	<u>WATER INTAKE RISER</u>	LUMP SUM	\$ <u>2,500.00</u>
24.0	LUMP SUM	<u>TWO SLUDGE DISPOSAL CELLS</u>	LUMP SUM	\$ <u>30,000.00</u>

JLJ Enterprises LLC
 Rt. 1 Box 464
 Clarksburg, WV 26301

BUYER CB-23	PAGE 014	REQ. OR PO NO. DEP 14144
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a

Rev. 1/29/02

VENDOR:

STATE OF WEST VIRGINIA
 PURCHASING CONTINUATION SHEET

25.0	<u>1600</u> LF	<u>6 INCH HDPE SLUDGE PIPE</u>	\$ <u>8.00</u> PER LF	\$ <u>12,800.00</u>
26.0	<u>4</u> EA	<u>PUMP ADAPTOR CONNECTION</u>	\$ <u>500.00</u> PER EA	\$ <u>2,000.00</u>
27.0	<u>3</u> EA	<u>WYES (6" HDPE LATERALS 45°)</u>	\$ <u>500.00</u> PER EA	\$ <u>1,500.00</u>
28.0	<u>1</u> EA	<u>BLIND FLANGE (6" HDPE)</u>	\$ <u>1,000.00</u> PER EA	\$ <u>1,000.00</u>
<u>TREATMENT SITE 1</u>				
29.0	<u>10</u> LF (Depth)	<u>SUB-FOUNDATION PREPARATION</u>	\$ <u>500.00</u> PER LF	\$ <u>5,000.00</u>
30.0	LUMP SUM	<u>FOUNDATION</u>	LUMP SUM	\$ <u>5,000.00</u>
31.0	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ <u>2,500.00</u>
32.0	LUMP SUM	<u>DOSING UNIT AND SILO AT SITE 1</u>	LUMP SUM	\$ <u>110,000.00</u>
<u>TREATMENT SITE 2</u>				
33.0	<u>10</u> LF (Depth)	<u>SUB-FOUNDATION PREPARATION</u>	\$ <u>500.00</u> PER LF	\$ <u>5,000.00</u>
34.0	LUMP SUM	<u>FOUNDATION</u>	LUMP SUM	\$ <u>5,000.00</u>
35.0	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ <u>2,500.00</u>
36.0	LUMP SUM	<u>DOSING UNIT AND SILO AT SITE 2</u>	LUMP SUM	\$ <u>100,000.00</u>
TOTAL PERMIT 184-77				\$ <u>580,720.00</u>

JLJ Enterprises LLC
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 Clarksburg, WV 26301

BUYER CB-23	PAGE 027	REQ. OR PO NO. DEP 14144
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: NATIONAL CONSTRUCTION				
PERMIT NUMBER: S-2004-86				
37.0	<u>1600</u> LF	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ <u>5.25</u> PER LF	\$ <u>8,400.00</u>
38.0	<u>150</u> LF	<u>FILTER FABRIC FOR ROAD UPGRADE</u>	\$ <u>3.00</u> PER LF	\$ <u>450.00</u>
39.0	<u>40</u> TON	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ <u>30.00</u> PER TON	\$ <u>1,200.00</u>
40.0	<u>545</u> LF	<u>NEW HAULROAD/ACCESS ROAD</u>	\$ <u>27.00</u> PER LF	\$ <u>14,715.00</u>
41.0		<u>REVEGETATION</u>		
41.1	<u>4</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>2,500.00</u> PER ACRE	\$ <u>10,000.00</u>
41.2	<u>4</u> AC	<u>FERTILIZER</u>	\$ <u>500.00</u> PER ACRE	\$ <u>2,000.00</u>
41.3	<u>4</u> AC	<u>MULCH</u>	\$ <u>500.00</u> PER ACRE	\$ <u>2000.000</u>
41.4	<u>4</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>3.00</u> PER ACRE	\$ <u>1,200.00</u>
42.0	<u>150</u> LF	<u>HAYBALE DIKE (Max. Bid \$5.00 Per LF)</u>	\$ <u>5.00</u> PER LF	\$ <u>750.00</u>
43.0	<u>20</u> LF	<u>HDPE CULVERT 15" DIAMETER</u>	\$ <u>50.00</u> PER LF	\$ <u>1,000.00</u>
44.0	<u>40</u> LF	<u>HDPE CULVERT 36" DIAMETER</u>	\$ <u>90.00</u> PER LF	\$ <u>3,600.00</u>

JLJ Enterprises LLC
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 Clarksburg, WV 26301

BUYER CB-23	PAGE 028	REQ. OR PO NO. DEP 14144
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a

STATE OF WEST VIRGINIA

Rev. 1/29/02

PURCHASING CONTINUATION SHEET

VENDOR:

45.0	LUMP SUM	<u>WATER TREATMENT</u>	LUMP SUM	\$ <u>3,000.00</u>
46.0	LUMP SUM	<u>POND CLEANING</u>	LUMP SUM	\$ <u>10,000.00</u>
47.0	LUMP SUM	<u>POND MODIFICATION</u>	LUMP SUM	\$ <u>45,000.00</u>
48.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ <u>5,000.00</u>
49.0	<u>2600</u> LF	<u>TRAPEZOIDAL RIPRAP CHANNEL</u>	\$ <u>25.00</u> PER LF	\$ <u>65,000.00</u>
50.0	<u>300</u> LF	<u>TRAPEZOIDAL RIPRAP CHANNEL WITH LINER</u>	\$ <u>42.00</u> PER LF	\$ <u>12,600.00</u>
51.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>5,000.00</u>
TOTAL PERMIT <u>S-2004-86</u>				\$ <u>190,915.00</u>

JLJ Enterprises LLC
 Rt. 1 Box 464
 Clarksburg, WV 26301

BUYER CB-23	PAGE 034	REQ. OR PO NO. DEP 14144
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a
 Rev. 1/29/02
 VENDOR:

STATE OF WEST VIRGINIA
 PURCHASING CONTINUATION SHEET

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>WERNER MINING</u>				
PERMIT NUMBER: <u>S-2003-86</u>				
52.0	<u>4225</u> LF	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ <u>6.00</u> PER LF	\$ <u>25,350.00</u>
53.0	<u>150</u> LF	<u>FILTER FABRIC FOR ROAD UPGRADE</u>	\$ <u>3.00</u> PER LF	\$ <u>450.00</u>
54.0	<u>40</u> TON	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ <u>30.00</u> PER TON	\$ <u>1,200.00</u>
55.0	<u>420</u> LF	<u>NEW HAULROAD/ACCESS ROAD</u>	\$ <u>27.00</u> PER LF	\$ <u>11,340.00</u>
<u>REVEGETATION</u>				
56.1	<u>3</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>2,500.00</u> PER ACRE	\$ <u>7,500.00</u>
56.2	<u>3</u> AC	<u>FERTILIZER</u>	\$ <u>500.00</u> PER ACRE	\$ <u>1,500.00</u>
56.3	<u>3</u> AC	<u>MULCH</u>	\$ <u>500.00</u> PER ACRE	\$ <u>1,500.00</u>
56.4	<u>3</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>300.00</u> PER ACRE	\$ <u>900.00</u>
57.0	<u>300</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>5.00</u> PER LF	\$ <u>1,500.00</u>
58.0	<u>700</u> LF	<u>V-DITCH</u>	\$ <u>18.00</u> PER LF	\$ <u>12,600.00</u>
59.0	<u>300</u> LF	<u>TRAPEZOIDAL DITCH</u>	\$ <u>20.00</u> PER LF	\$ <u>6,000.00</u>

JLJ Enterprises LLC
 Rt. 1 Box 464
 Clarksburg, WV 26301

BUYER CB-23	PAGE 035	REQ. OR PO NO. DEP 14144
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a
 Rev. 1/29/02
 VENDOR:

STATE OF WEST VIRGINIA
 PURCHASING CONTINUATION SHEET

60.0	<u>80</u> LF	<u>TRAPEZOIDAL EXIT SPILLWAY CHANNEL</u>	\$ <u>100.00</u> PER LF	\$ <u>8,000.00</u>
61.0	<u>20</u> LF	<u>HDPE CULVERT 12" DIAMETER</u>	\$ <u>20.00</u> PER LF	\$ <u>400.00</u>
62.0	<u>80</u> LF	<u>HDPE CULVERT 24" DIAMETER</u>	\$ <u>50.00</u> PER LF	\$ <u>4,000.00</u>
63.0	LUMP SUM	<u>WATER TREATMENT</u>	LUMP SUM	\$ <u>3,000.00</u>
64.0	LUMP SUM	<u>POND CLEANING</u>	LUMP SUM	\$ <u>25,000.00</u>
65.0	LUMP SUM	<u>POND MODIFICATION</u>	LUMP SUM	\$ <u>12,000.00</u>
66.0	<u>200</u> LF	<u>BAFFLE CURTAIN</u>	\$ <u>30.00</u> PER LF	\$ <u>6,000.00</u>
67.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ <u>5,000.00</u>
		TOTAL PERMIT <u>S-2003-86</u>		\$ <u>133,240.00</u>
		TOTAL PERMIT <u>S-2004-86</u>		\$ <u>190,915.00</u>
		TOTAL PERMIT <u>184-77</u>		\$ <u>580,720.00</u>
		<u>GRAND TOTAL</u>		\$ <u>904,875.00</u>

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, JLJ Enterprises, LLC
of Rt. 1 Box 462, Clarksburg, WV 26301, as Principal, and Western Surety Company
of U.S. Steel Tower, 600 Grant Street, Suite 500, Pittsburgh, PA a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent (\$ 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 DEP14144, Keister Coal, National Construction, Werner Mining, according to plans and specifications.

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 25th day of September, 2007.

Principal Corporate Seal

JLJ Enterprises, LLC
(Name of Principal)
By [Signature]
James Allen IV (Must be President or Vice President)
Member Manager [Signature]
(Title)

Surety Corporate Seal

Western Surety Company
(Name of Surety)
[Signature]
Ross E Johnson Attorney-in-Fact

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Ross E. Johnson, Patricia C Baire, Beverly A Holstine, Kathryn K Arthur, Individually

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2006.



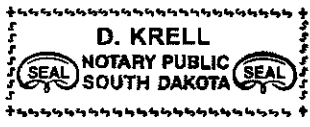
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 25th day of September, 2007.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.