

ENDOR

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

25304

Request for Quotation

Dunkard , RECNUMBER DEP14590

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ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157 MAR 0 7 2009

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

CHARLESTON WV

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 03/05/2009 BID OPENING DATE: 04/21/2009 BID OPENING TIME 01:30PM CAT NO LINE QUANTITY. UOP ITEM NUMBER UNIT PRICE AMOUNT 0001 JΒ 962-73 1 RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. 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 "DUNKARD CREEK #4" PROJECT, LOCATED NEAR MORGANTOWN WV, (MONONGALIA CO.), PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE. A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 03/24/09 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER. DIRECTIONS TO PREBID: TRAVELING NORTH ON INTERSTATE 79, TAKE THE STAR CITY EXIT. TRAVEL ON STATE ROUTE 92 NORTH FOR 5.3 MILES TO COUNTY ROUTE 100. TURN RIGHT ON CR 100 AND TRAVEL 9/10 MILE AND PARK ON THE RIGHT SIDE OF THE ROAD. PORTALS ARE LOCATED ACROSS THE ROAD - 75 FEET FROM THE ROAD. **2009** APR 21 PM **12**: 19 PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST., SE, CHARLESTON, WV 25304 WV PURCHASING DIVISION SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 304-925-0253 04/21/09 ADDRESS CHANGES TO BE NOTED ABOVE 55-0580174



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TITLE

***709045227**

511 50TH STREET

CHARLESTON WV

GREEN MOUNTAIN COMPANY

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

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601 57TH STREET SE
CHARLESTON, WV

304-926-0499

DATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHT TERMS 03/05/2009 BID OPENING DATE: 04/21/2009 **BID OPENING TIME** 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT PH. 304-926-0485 UPON PAYMENT OF \$10.00 NON-REFUNDABLE PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED. EXHIBIT 5 WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICI-TATION 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 THE ENCLOSED PURCHASING AFFIDAVIT MUST WITH THE BID. BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE ID, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID. 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. 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. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MONONGALIA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.) SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE *TELEPHONE*

55-0580174

304-925-0253

04/21/09

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

TERMS OF SALE SHIP VIA FOB FREIGHT TERMS 03/05/2009 **BID OPENING DATE:** 04/21/2009 BID OPENING TIME 01:30PM CAT NO LINE **OUANTITY** UOP ITEM NUMBER UNIT PRICE AMOUNT 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. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE INTERS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: (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.) 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. FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF (XX) BONDS: 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. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 304-925-0253 04/21/09 TITLE ADDRESS CHANGES TO BE NOTED ABOVE 55-0580174



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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 03/05/2009 BID OPENING DATE: BID OPENING TIME 01:30PM 04/21/2009 CAT UNIT PRICE AMOUNT LINE QUANTITY UOP ITEM NUMBER 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 REMEDIED 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. THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE (C) CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIM ALLOTTED FOR WORK UNDER THE CONTRACT. GUARANTEES CONCERNING REVEGETATION MAY BE (D) FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN. (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. IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL (4) VENDOR TO: OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS (A) PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 304-925-0253 0 04/21/09 TITLE ADDRESS CHANGES TO BE NOTED ABOVE Secretary 55-0580174



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UNE CLANITY LOP CAT TEMNUMBER WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF: A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (82,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR, B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS. 3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56. REV. 10/01/01 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, 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 THE COST OF STEEL IS MORA	DATE PRINT	ED	TERMS OF SALE	5	HIP VIA	FOB	FREIGHTTERMS
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VENDOR

*709045227

511 50TH STREET

CHARLESTON WV

GREEN MOUNTAIN COMPANY

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

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304-925-0253

Request for Quotation

AFO NUMBER

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*****ADDRESS:CORRESPONDENCE:TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV

25304

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Request for Quotation

RFONUMBER
DEP14590

PAGE 11

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

SHIP TO

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

CHARLESTON WV 25304

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

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VENDOR

***709045227**

511 50TH STREET

CHARLESTON WV

GREEN MOUNTAIN COMPANY

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

25304

304-925-0253

Request for Quotation

RFQ NUMBER DEP14590

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

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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

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DEP14590

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

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DUNKARD CREEK #4

Requisition # DEP14590

Contractor's Bid Sheet

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_			U	4	4	

Company N	ame: Green Mountain Company
Address:	511 50th St.
	Charleston, WV 25304

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

ITEM	OVIANITITY	DESCRIPTION	UNIT PRICE	AMOUNT
NO.	QUANTITY			AMOUNT
				A 10 000 00
1.0	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	LS	\$ 10,320.00 \$ 37.50
2.0	LS	Construction Layout (Limited to 5% of Total Bid)	LS	\$ 1,827.50
3.0	LS	Quallity Control (Limited to 3% of Total Bid)	LS	\$ 700.00
4.1	LS	Site Preparation (Limited to 10% of Total Bid)	LS	\$ 9,595.00
4.2	85 Ton	Gravel Drive Rehabilitation	31.50	\$ 2,677.50
5.0	1200 LF	Sediment Control	1.00	\$ 1,200.00
6.0	2 Ac	Revegetation	2,800.00	\$ 5,600.00
7.1	400 LF	6' Grouted Riprap Channel	60.00	\$ 24,000.00
7.2	40 LF	18" HDPE Culvert		\$ 2,120.00
7.3	1 Ea	Type "A" Manhole		\$ 9,400.00
7.4	25 LF	18" HDPE Pipe		\$ 900.00
7.5	325 LF	Grass Lined Channel (Roadway Ditch)		\$ 4.550.00
7.6	I Ea	Channel Crossing	1,500.00	\$ 1,500.00
7.7	2 Ea	Splash Pad	660.00	\$ 1,320.00
9.1	l Ea	Wet/Modified Mine Seal	15,000.00	\$ 15,000.00
9.2	40 LF	12" Conveyance Pipe	19.00	\$ 760.00
9.3	10 Ea	Soda Ash Briquettes (50 lb Bag)	48.00	\$ 480.00
9.4	2 Ea	Bat Gate/Seal	7,000.00	\$ 14,000.00
11.0	100 LF	3' x 3' Underdrain	5.00	\$ 500.00
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		TOTAL		\$ 106,450.00
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OMB #1029-0119 Expiration Date: 01/31/2010

AML CONTRACTOR INFORMATION FORM

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

Part A: General Information				
Contractor Name: Green Mountain Company Tax Payer ID No.: 55-0580174 Address: 511 50th St.				
City: Charleston State: WV Zip Code: 25304 Phone: 304-925-0253 Fax No.: 304-925-9230 E-mail address: jodymay@aol.com				
Part B: Legal Structure				
(X) 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, Tammy J. Clay, have the express authority to certify that:				
(print name) X Information on the attached Entity OFT from AVS is accurate, complete, and uptodate. 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.				
Part of the information on the attached Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.				
Our company 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.				
4/21/09 Date Signature Secretary 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 request it from www.avs.osmre.~ov on the Internet.

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:			
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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 S1B, Constitution Ave., NW, Washington, D.C. 20240.

Date: 16-Nov-2006

Applicant Violator System Organizational Family Tree (OFT)

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Page: 1

(139758) GREEN MOUNTAIN CO

Total Number: 7

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139753 CLAY, T 139754 BOWMAN,	T YMMA	SEC	1-Apr-1987 1-Mar-1993	

Jamey J. Clay



Request for Quotation

Dunkard Creek

REGNUMBER

DEP14590

PAG	Essess
	1

*** ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

APR 0 3 2009

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

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

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		TO DEO INGER	RT NAME AND ADDRE	SS IN SPACE	AROVE LAREL	ED 'VENDOR'

AgencyDEP	
REQ.P.O# DEP	14590

BID BOND

	KNOW ALL MEN BY THESE PRESENTS, That we,	the undersigned	Green Mountain	Company
	of 511 50th Street, Charleston WV 25304	· · · · · · · · · · · · · · · · · · ·	, as Principal, a	nd <u>Ohio Farmers Insurance Comp</u> any
	of One Park Circle Westfield Center OH	a corporation	organized and exis	ting under the laws of the State of
Ohio_	with its principal office in the City of Westf	ield Center	, as Surety, are	held and firmly bound unto the State
of West	Virginia, as Obligee, in the penal sum of Five Perce	nt	(\$_5%) for the payment of which,
well and	d truly to be made, we jointly and severally bind oursel	lves, our heirs, a	dministrators, execu	itors, successors and assigns.
	The Condition of the above obligation is such that wi	hereas the Princ	pal has submitted t	the Purchasing Section of the
	ment of Administration a certain bid or proposal, attach 4590, Dunkard Creek #4 in Monongalia County,			
	NOW THEREFORE,			
agreem force ar	(a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal sland shall furnish any other bonds and insurance requirent created by the acceptance of said bid, then this obdefect. It is expressly understood and agreed that the penal amount of this obligation as herein stated.	red by the bid or bligation shall be	proposal, and shall null and void, other	in all other respects perform the wise this obligation shall remain in full
	The Surety, for the value received, hereby stipulates paired or affected by any extension of the time within votice of any such extension.			
	IN WITNESS WHEREOF, Principal and Surety have	hereunto set the	eir hands and seals,	and such of them as are corporations
have ca	aused their corporate seals to be affixed hereunto and			
18th	_day of <u>March</u> , 20 <u>09</u>			
Principa	al Corporate Seal		Green Mounta By Mounta Rodney W. Clay	(Mame of Principal)
			President	(Title)
Surety (Corporate Seal		Ohio Farmers Ross E Johns	(Name of Surety) 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.

CERTIFIED COPY

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ROSS E. JOHNSON, H. RANDOLPH NEVILLE, PATRICK B. KEE, SHEILA D. MCCORMICK, JOINTLY OR SEVERALLY

and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, of CHARLESTON place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the

WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 25th day of **AUGUST** A.D., 2008 .

Corporate Seals Affixed State of Ohio

County of Medina

Propries de l'Année de la Contraction de la Cont

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

A.D., 2008, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly On this 25th day of AUGUST 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.

Seal Affixed

State of Ohio County of Medina

SS.:



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

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 18th day of A.D., 2009 -March



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

STATE OF WEST VIRGINIA,					
COUI	NTY OF Kanawha TO-WIT:				
	David H. Bowman , after being first duly sworn, depose and as follows:				
1.	I am an employee of <u>Green Mountain Company</u> ; and, (Company Name)				
2.	I do hereby attest thatGreen Mountain Company (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 a	above statements are sworn to under the penalty of perjury.				
	Green Mountain Company (Company Name)				
	By: Daniel H. Lune				
	Title: Vice President of Operations				
	Date: 4/21/09				
Take	n, subscribed and sworn to before me this $21st$ day of $April, 2009$.				
	TAMMY J. CLAY NOTARY PUBLIC I) STATE OF WEST VIRGINIA Green Mountain Company 511 50th Street Charleston, WV 25904 My Commission Expires March 25, 2017 (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

Jan 2009

THE BID.

RFQ	Ma	DEP	14590	
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STATE OF WEST VIRGINIA Purchasing Division

____020

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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.

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.

Vendor's Name: <u>Green Mountai</u>	in_Company		
Authorized Signature: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	/ \ / ~ / A &	Date:	//21/00
Purchasing Affidavit (Revised 01/01/09)	100)	4/21/09