



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
DEP15059

PAGE
1

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

VENDOR

*709060417 304-984-1115
 CARPENTER RECLAMATION INC
 PO BOX 13015

 Sissonville WV 25360-0015

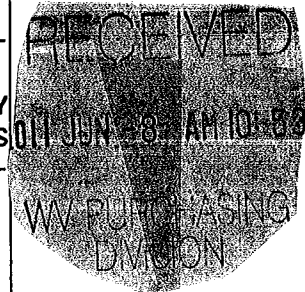
SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/21/2011				

BID OPENING DATE: **06/08/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		JB		962-73	<u>Appendum #1</u>	<u>\$ 696,451.00</u>
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF BELVA COAL COMPANY UNDER REVOKED PERMIT NUMBER(S) S-41-80 ON A SITE OF APPROXIMATELY 35 ACRES LOCATED NEAR RITA, WEST VIRGINIA, (LOGAN CO.).</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 05/11/2011 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASIN</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelly Carpenter</i>	TELEPHONE 304-984-1115	DATE 6-8-11
TITLE <i>President</i>	FEIN 55-0693493	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: SEE ATTACHED DETAILED DIRECTIONS AND IMPORTANT INSTRUCTIONS CONCERNING THE MANDATORY PRE-BID MEETING.</p> <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, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG FREE WORK PLACE AFFIDAVIT MUST BE SIGNED & SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WV CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p>						

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SIGNATURE **KC** TELEPHONE DATE **6-8-11**

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<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR LOGAN COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT 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</p>						

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<p>COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p>						

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<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: <i>Carpenter Reclamation Inc.</i> CONTRACTORS NAME: <i>Carpenter Reclamation Inc.</i> CONTRACTORS LICENSE NO.: <i>WV007728</i>.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES 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> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE</p>						

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<p>PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED 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 DIVISION 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</p>						

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<p>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> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</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</p>						

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<p>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> <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 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</p>						

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SIGNATURE KC	TELEPHONE	DATE 6-8-11
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO REQ. 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
DEP15059

PAGE
9

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

VENDOR

*709060417 304-984-1115
 CARPENTER RECLAMATION INC
 PO BOX 13015

 SISSONVILLE WV 25360-0015

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/21/2011				

BID OPENING DATE: **06/08/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ✓</p> <p>NO. 2 </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
KC		6-8-11	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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ADDRESS CORRESPONDENCE TO ATTENTION 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
04/21/2011				

BID OPENING DATE: **06/08/2011** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 3				
	NO. 4				
	NO. 5				
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Kelley Carpenter</i>.....SIGNATURE <i>Carpenter Reclamation Inc</i>.....COMPANY <i>6-8-11</i>.....DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE 304 984 1115	DATE 6-8-11
TITLE <i>President</i>	FEIN 55-0693493	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. 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
DEP15059

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

*709060417 304-984-1115
 CARPENTER RECLAMATION INC
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 SISSONVILLE WV 25360-0015

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/21/2011				

BID OPENING DATE: 06/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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.: DEP15059</p> <p>BID OPENING DATE: 06/08/2011</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>304-984-2770</u></p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <u>Randy Carpenter 304-984-1115 304-543-1724</u></p> <p>***** THIS IS THE END OF RFQ DEP15059 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>KC</i>	TELEPHONE	DATE <i>6-8-11</i>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER
CB-23

REQ. or P.O. No.
DEP15059

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DIRECTIONS TO SITE

In Logan County, WV, while traveling south on 119 take Logan exit. Travel 2.3 miles and turn left onto Route 73. Travel 1.0 miles and turn right onto Route 10. Travel approximately 10 miles and turn right onto CR 10/4 (Rich Creek). Cross bridge and go approximately 1.3 miles (past Hatfield-McCoy office). Turn right onto haul road. Project site is then approximately 4.5 miles up the haul road.

IMPORTANT:

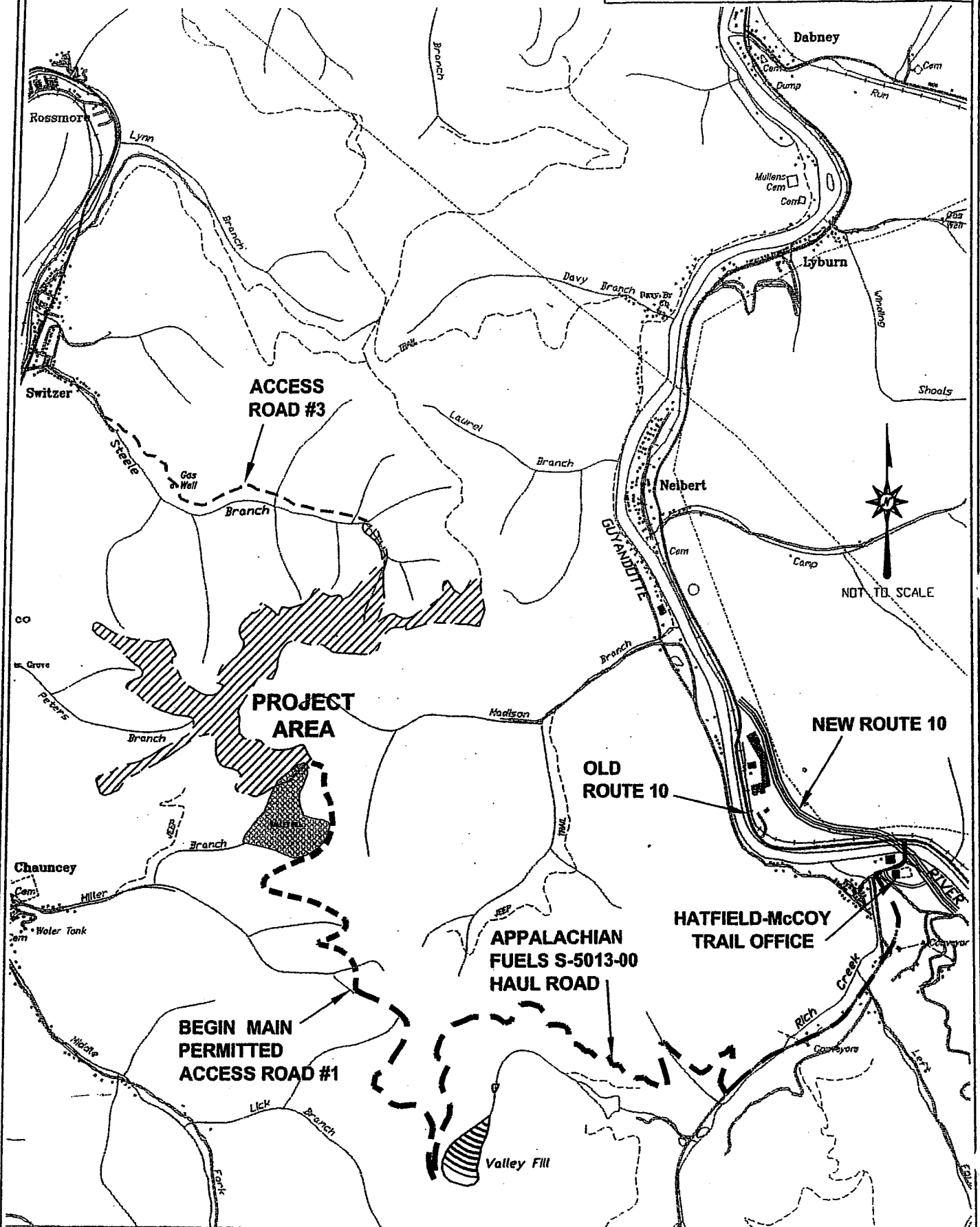
All attendees to the Pre-Bid conference will meet at the Hatfield-McCoy trail office at the designated time. DEP personnel will then provide escort to the project site.

Travel to the actual project site will cross an active permitted mine haul road and mining area. All persons will therefore be required to be current on Hazard Training and check in at the mine office prior to entering the site.

BUYER
CB-23

REQ. or P.O. No.
DEP15059

LOCATION MAP



BUYER CB-23		REQ. OR PO NO 14 DEP 15059
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-26-09 PURCHASING CONTINUATION SHEET
VENDOR:

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Belva Coal Company, Permit S-41-80, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be upgraded in accordance with bid item #3.0. If, fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with the mobilization cost. No work shall be authorized or allowed at site until the sign is constructed and erected on site and approved by DEP.
2. Storm water management in the form as described in bid item #13.0, accompanying specifications and as shown on the plans shall be installed.
3. Concurrent and continuous reclamation shall be in effect for all areas. Backfilling and regrading is required for all areas. Revegetation and soil improvement is required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (per bid Item #15.0)
5. The existing main access road #1 from the point shown on the drawings and as shown at the pre-bid meeting, to the groin ditch of the adjacent valley fill, will be maintained as necessary, per bid item 3.0 to the pre-construction condition (because this road is also permitted by the adjacent mining operation). Also, the existing access road #3 up Steele Branch to the pond #2 work area shall be upgraded/maintained as necessary, per bid item #3.0. The road segment leading to the gas well will be maintained to the pre-construction condition. The remainder of the road from the gas well to pond #2 shall be upgraded as necessary to facilitate the passage of equipment during construction, but will be reclaimed (stabilized, install water-bars) upon completion of pond #2 work. See the attached plans and or specifications.
6. Eliminate Ponds #13, #11 and #6, per bid item 5.0. Pond areas #11 and #6 shall be graded to match the surrounding terrain, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area. Pond area #13 shall be graded to match the surrounding terrain with flow directed toward a center rip-rap channel.
7. Construct rock rip-rap channel through eliminated Pond #13 area, per bid item #5.1. Channel will flow toward the existing open spillway location.
8. Eliminate Ponds #4 and #10, per bid item #6.0. The ponds will be eliminated by pumping, in an approved manner, all standing water. The water discharged from the pumping of the pond will meet technical based effluent limitations. The outer dike wall will be pulled in and the area regraded to fill the void left by the pond with the pond area graded to match the surrounding terrain, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area. The cost of the pumping and regrading will be inclusive to the cost of pond elimination (see attached specifications and/or plans).

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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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 VENDOR:

9. Eliminate Pond #3, per bid item #7.0. Pond area shall be graded to match the surrounding terrain, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area.
10. Eliminate Ponds #8 and #9, per bid item #8.0. The ponds will be eliminated by pumping, in an approved manner, all standing water. The water discharged from the pumping of the ponds will meet technical based effluent limitations. The outer dike wall will be pulled in and the area regraded to fill the void left by the ponds with the pond area graded to match the surrounding terrain, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area. The cost of the pumping, and regrading will be inclusive to the cost of pond elimination (see attached specifications and/or plans).
11. Eliminate Pond #7, per bid item #9.0. Pond area shall be graded to match the surrounding terrain with flow directed toward a center rip-rap channel.
12. Construct rock rip-rap channel through eliminated Pond #7 area, per bid item #9.1. Channel will flow toward the south to the edge of the permit boundary.
13. Eliminate existing Pond #5, per bid item #10.0. The pond will be eliminated by pumping, in an approved manner, all standing water. The water discharged from the pumping of the pond will meet technical based effluent limitations. The outer dike wall will be pulled in and the area regraded to fill the void left by the pond with the pond area graded to match the surrounding terrain, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area. The cost of the pumping, and regrading will be inclusive to the cost of pond #5 elimination (see attached specifications and/or plans).
14. Eliminate Pond #2, spillway and embankment area per bid item #11.0. The pond will be eliminated by pumping, in an approved manner, all standing water. The water discharged from the pumping of the pond will meet technical based effluent limitations. The embankment will be pulled in and the area regraded to fill the void left by the pond with the pond area graded to match the surrounding terrain. Flow from the regraded area will be directed toward a center rip-rap channel. The cost of the pumping, sediment handling/drying and regrading will be inclusive to the cost of the pond #2 elimination (see attached specifications and/or plans).
15. Construct rock rip-rap channel through eliminated Pond #2 area to reconnect stream segments, per bid item #11.1.
16. Repair slip on left side of pond (looking upstream), per bid item #11.2. Also a small rip-rap ditch will be constructed in the lower portion of the slip to drain into rip-rap channel #2. The cost of regrading and ditch construction will be inclusive to the cost of slip repair (see attached specifications and/or plans).
17. A total of eighteen hundred (1,800) LF of access road #2 will be upgraded across the finished regraded site, per the attached plan and per bid item #17.0. Cost of grading work, stone, engineering fabric and other materials will be inclusive to Upgrade Access Road #2. See the attached plans and / or specifications.
18. Clear and grub all vegetative cover (trees, shrubs, bushes etc.) within the entire ditch regrading and pond removal work areas to bare ground, per bid item #18.0. (see attached plans and/or specifications).

BUYER CB-23	REQ. OR PO NO. DEP 15059	16
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
 REV. 5-26-09 PURCHASING CONTINUATION SHEET
 VENDOR:

19. Concurrent regrading and topsoiling shall be performed during elimination of approximately twenty-six thousand (26,000) linear feet of sediment ditch and diversion ditch, including sumps #1, #2, #3 and #4, per bid item #12.0. All ditch and sump areas shall be graded to match the surrounding terrain, eliminating all ability to impound water or concentrate flow, and create a sheet flow across the regraded area.
20. Existing internal access routes to all areas of this project will be regraded to allow sheet flow across the travelled areas and will be revegetated, per bid item #19.0. This item shall include the elimination of all rills and gullies and the grading of spoil and/or fill materials otherwise not covered under pond and sediment ditch elimination. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.
21. Revegetate approximately thirty-five (35.0) acres, per bid item #14.0, according to the attached plans and / or specifications, using the standard seed and fertilizer mixture.
22. Remove all junk, concrete pads, metal and debris from the site and dispose of in an approved manner, per bid item #16.0. Receipts will be provided to the on-site DEP representative as proof of proper disposal.
23. Utilities shall be relocated at the direction of the utility company and reimbursed actual cost to the contractor. This is a no-bid item due to the method of reimbursement, per bid item #4.0. It is the contractor's responsibility to determine the exact location of each utility in the project area where these utilities would be interrupted or damaged by performing work under this contract.

BUYER CB-23		REQ. OR PO NO. DEP 15099
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
 REV. 5-26-09 PURCHASING CONTINUATION SHEET
 VENDOR:

CERTIFICATION

BELVA COAL CO.
 PERMIT S-41-80

I, Stephen R. Nestor, the undersigned, hereby certify¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.



Stephen R. Nestor

 Registered Professional Engineer WV No. 10227

SEAL

Date: 3/24/2011

¹ The term "**certify**" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

BUYER CB-23	REQ. OR PO NO18 DEP 15259
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA
 REV. 5-26-09 PURCHASING CONTINUATION SHEET
 VENDOR: Carpenter Reclamation Inc.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>Belva Coal Co.</u> PERMIT NUMBER(S): <u>S-41-80</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>20,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1.00</u>
3.0	LUMP SUM	<u>MAIN ACCESS ROADS #1 AND #3</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>20,000.00</u>
4.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
5.0	3 EA	<u>PONDS #13, #11 AND #6 ELIMINATION</u>	\$ <u>10,000.00</u> PER EA	\$ <u>30,000.00</u>
5.1	200 LF	<u>ROCK RIPRAP CHANNEL #13 CONSTRUCTION</u>	\$ <u>25.00</u> PER LF	\$ <u>5,000.00</u>
6.0	2 EA	<u>PONDS #4 AND #10 ELIMINATION</u>	\$ <u>10,000.00</u> PER EA	\$ <u>20,000.00</u>
7.0	1 EA	<u>POND #3 ELIMINATION</u>	\$ <u>10,000.00</u> PER EA	\$ <u>10,000.00</u>
8.0	2 EA	<u>PONDS #8 AND #9 ELIMINATION</u>	\$ <u>10,000.00</u> PER EA	\$ <u>20,000.00</u>
9.0	1 EA	<u>POND #7 ELIMINATION</u>	\$ <u>10,000.00</u> PER EA	\$ <u>10,000.00</u>
9.1	250 LF	<u>ROCK RIPRAP CHANNEL #7 CONSTRUCTION</u>	\$ <u>25.00</u> PER LF	\$ <u>6,250.00</u>
10.0	1 EA	<u>POND #5 ELIMINATION</u>	\$ <u>15,000.00</u> PER EA	\$ <u>15,000.00</u>
11.0	1 EA	<u>POND #2 ELIMINATION</u>	\$ <u>10,000.00</u> PER EA	\$ <u>10,000.00</u>
11.1	350 LF	<u>ROCK RIP-RAP CHANNEL #2 CONSTRUCTION</u>	\$ <u>42.00</u> PER LF	\$ <u>14,700.00</u>
11.2	LUMP SUM	<u>SLIP REPAIR AND DITCH ABOVE POND #2</u>	LUMP SUM	\$ <u>20,000.00</u>

BUYER CB-23	REQ. OR PO NO. DEP 15059
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WV-36a STATE OF WEST VIRGINIA
REV. 5-26-09 PURCHASING CONTINUATION SHEET

VENDOR: *Carpenter Reclamation Inc.*

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
12.0	26,000 LF	<u>ELIMINATE SEDIMENT DITCHS AND DIVERSIONS, INCLUDING SUMPS #1, #2, #3, #4</u>	\$ <u>3.00</u> PER LF	\$ <u>78,000.00</u>
13.0	2500 LF	<u>STORMWATER MANAGEMENT - SILT FENCE/HAYBALE DIKE (Max. Bid \$5.00 per LF)</u>	\$ <u>5.00</u> PER LF	\$ <u>12,500.00</u>
14.0		<u>REVEGETATION</u>		
14.1	35.0 AC	<u>AGRICULTURAL LIME</u>	\$ <u>600.00</u> PER AC	\$ <u>21,000.00</u>
14.2	35.0 AC	<u>FERTILIZE</u>	\$ <u>500.00</u> PER AC	\$ <u>17,500.00</u>
14.3	35.0 AC	<u>MULCH</u>	\$ <u>500.00</u> PER AC	\$ <u>17,500.00</u>
14.4	35.0 AC	<u>VEGETATIVE SPECIES</u>	\$ <u>500.00</u> PER AC	\$ <u>17,500.00</u>
15.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>20,000.00</u>
16.0	LUMP SUM	<u>STRUCTURE AND DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>10,000.00</u>
17.0	1800 LF	<u>UPGRADE ACCESS ROAD #2</u>	\$ <u>30.00</u> PER LF	\$ <u>54,000.00</u>
18.0	20.0 AC	<u>CLEAR AND GRUB</u>	\$ <u>2,000.00</u> PER AC	\$ <u>40,000.00</u>
19.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ <u>120,000.00</u>
20.0	2500 TN	<u>INCIDENTAL STONE</u>	\$ <u>35.00</u> PER TN	\$ <u>87,500.00</u>
		<u>TOTAL PERMIT</u>		\$ <u>696,451.00</u>

BUYER CB-23		REQ. OR PO NO 20 DEP 15059
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-26-09 PURCHASING CONTINUATION SHEET
VENDOR:

BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION/DEMOBILIZATION/PROJECT SIGN

PROJECT SIGN

A project sign shall be obtained or manufactured and installed as indicated on the attached specifications and details. Sign shall be installed prior to commencement of construction work. Payment for this sign shall be incidental to the mobilization item. No separate payment will be made.

MOBILIZATION

This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site, including the construction of all temporary access roads, necessary to begin work on a substantial phase of the Contract. The location of Contractor's office and operational areas shall be approved by Department of Environmental Protection (WVDEP).

This item shall also include the proper layout of the work by the Contractor, including furnishing, placing, and maintaining construction layout stakes necessary for the proper performance of the work under this contract, including borrow areas.

DEMOBILIZATION

Prior to demobilization, an inspection shall be conducted by the WVDEP and the Contractor to insure compliance with contract performance. Once compliance is ascertained, demobilization activities can be initiated and completed. Demobilization consists of the removal from the site of all equipment, supplies and personnel after completion of the work including cleanup of all rubbish and waste materials generated during the construction of this project and restoration of any damage to existing site improvements resulting from the Contractor's activities at the site. Project sign shall be left on-site after project completion. Demobilization shall be totally completed before the invoice for payment shall be processed.

PAYMENT

The lump sum bid for this item shall not exceed five percent (5%) of the total bid for this permit. Payment shall be made in two 50% amounts, one upon completion of the mobilization and project sign items and the second payment at the completion of demobilization. No deduction shall be made nor shall any increase be made in the lump sum item amount, regardless of decreases or increases in the final total Contract amount or any other reason.

2.0 SPILL CONTAINMENT AREA (S.C.A.)

Spill containment measures shall be used for fuel and lubricant storage areas. All containers, barrels, buckets, cans, etc., are to be legally disposed of off-site. Used lubricants are to be disposed of according to state law to minimize pollution to the local surface and ground water supplies. Spills are the responsibility of the contractor and need immediate clean up and maintained at no expense to the State. This S.C.A. shall be constructed in accordance with the typical drawing specification. (See Attachment) Alternate containment measures will be considered for approval by the Program Manager if acceptable results can be shown. Fuel tanks manufactured with secondary containment are desirable. Minimum secondary containment is 110 percent. (Bid

BUYER CB-23	REQ. OR PO NO. DEP 15059
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REV. 5-26-09 PURCHASING CONTINUATION SHEET
VENDOR:

limited to \$1,000.00 maximum).

3.0 MAIN ACCESS ROADS #1 AND #3

The Contractor shall maintain the main access roads during the reclamation process to provide all-weather access on a well drained and stable surface. The access roads on the reclamation site shall be graded, sloped, surfaced and maintained to drain to provide a stable road surface free of excessive mud and standing waters at all times while work is in progress. Dust control measures may be necessary if hauling creates airborne material. Snow and ice removal is to be included in this item.

The lump sum bid for this item shall not exceed five percent (5%) of the total bid for this permit. No deduction shall be made nor shall any increase be made in the lump sum item amount, regardless of decreases or increases in the final total Contract amount or any other reason.

Payment shall be full compensation for doing all the work herein prescribed in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, and incidentals necessary to complete the work. Payment for road maintenance shall be paid at the completion of all work under this Contract and final acceptance by DEP.

The existing main access road #1 from the point shown on the drawings and as shown at the pre-bid meeting, to the groin ditch of the adjacent valley fill, will be maintained as necessary (drainage, stability, surfacing) to the pre-construction condition. Also, the existing access road #3 up Steele Branch to the Pond #2 work area shall be upgraded/maintained as necessary to facilitate construction activities. The road segment leading to the gas well will be maintained to the pre-construction condition. The remainder of the road from the gas well to Pond #2 shall be upgraded as necessary to facilitate the passage of equipment during construction, but will be reclaimed (stabilized, install water-bars) upon completion of Pond #2 work.

4.0 UTILITIES

Utilities shall be relocated at the direction of the utility company and reimbursed actual cost to the Contractor. This is a "No Bid" item due to the method of reimbursement. It is the contractor's responsibility to determine the exact location of each utility in the project area where these utilities would be interrupted or damaged by performing work.

5.0 PONDS #13, #11 AND #6 ELIMINATION

Pond areas #11 and #6 shall be graded to match the surrounding terrain, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area. Pond area #13 shall be graded to match the surrounding terrain with flow directed toward a center rip-rap channel.

5.1 ROCK RIPRAP CHANNEL #13 CONSTRUCTION

Provide all materials, excavate and construct ditch as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. Perform, to the extent practicable, all work

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during low flow conditions. Ditch shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions. Additional riprap may be used to reinforce the outer radius of curves and in similar high velocity locations.

Rip-rap shall be a well-graded mixture of durable sandstone or limestone rock placed in a 1.5 foot thick blanket. The mixture ranges in size from 3-inches minimum to 18-inches maximum diameter. The mixture shall have a d_{50} of 12 inches with no more than 15% of weight less than 6 inches. Fifty percent (50%) of the mixture by weight shall be larger than the d_{50} size. In-place rammed or hammered rock shall be acceptable.

All rock shall have a maximum weighted loss of 30 percent when subjected to 5 cycles of the sodium sulfate soundness test as outlined by ASTM C88, as modified by AASHTO T-104. If riprap suitability is questionable, durability shall be determined by the sodium sulphate test (ASTM C 88/AASHTO T 104-77).

6.0 PONDS #4 AND #10 ELIMINATION

The ponds will be eliminated by pumping, in an approved manner, all standing water to a location designated at bid showing. The water discharged from the pumping of the pond will meet technical based effluent limitations.

Any existing sediments shall be removed to a designated drying/re-handling location on the permit area and within sediment control established for this project. After drying, the sediments may be regraded in place or incorporated into the pond regraded area.

The outer embankment will be pulled in and the area regraded to fill the void left by the pond with the pond area graded to match the surrounding terrain, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area.

7.0 POND 3 ELIMINATION

Pond area shall be graded to match the surrounding terrain with flow directed toward a center rip-rap channel. The outer embankment will be pulled in and the area regraded to fill the void left by the pond with the pond area graded to match the surrounding terrain, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area.

8.0 PONDS 8, 9 ELIMINATION

The ponds will be eliminated by pumping, in an approved manner, all standing water to a location designated at bid showing. The water discharged from the pumping of the pond will meet technical based effluent limitations.

Any existing sediments shall be removed to a designated drying/re-handling location on the permit area and within sediment control established for this project. After drying, the sediments may be regraded in place or incorporated into the pond regraded area.

The outer embankment will be pulled in and the area regraded to fill the void left by the pond with the

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pond area graded to match the surrounding terrain, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area.

9.0 POND 7 ELIMINATION

Pond area shall be graded to match the surrounding terrain with flow directed toward a center rip-rap channel. The outer embankment will be pulled in and the area regraded to fill the void left by the pond with the pond area graded to match the surrounding terrain with flow directed toward a center rip-rap channel.

9.1 ROCK RIPRAP CHANNEL #7 CONSTRUCTION

Provide all materials, excavate and construct ditch as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. Perform, to the extent practicable, all work during low flow conditions. Ditch shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions. Additional riprap may be used to reinforce the outer radius of curves and in similar high velocity locations.

Rip-rap shall be a well-graded mixture of durable sandstone or limestone rock placed in a 1.5 foot thick blanket. The mixture ranges in size from 3-inches minimum to 18-inches maximum diameter. The mixture shall have a d₅₀ of 12 inches with no more than 15% of weight less than 6 inches. Fifty percent (50%) of the mixture by weight shall be larger than the d₅₀ size. In-place rammed or hammered rock shall be acceptable.

All rock shall have a maximum weighted loss of 30 percent when subjected to 5 cycles of the sodium sulfate soundness test as outlined by ASTM C88, as modified by AASHTO T-104. If riprap suitability is questionable, durability shall be determined by the sodium sulphate test (ASTM C 88/AASHTO T-104-77).

10.0 POND 5 ELIMINATION

The pond will be eliminated by pumping, in an approved manner, all standing water to a location designated at bid showing. The water discharged from the pumping of the pond will meet technical based effluent limitations.

Any existing sediments shall be removed to a designated drying/re-handling location on the permit area and within sediment control established for this project. After drying, the sediments may be regraded in place or incorporated into the pond regraded area.

The outer embankment will be pulled in and the area regraded to fill the void left by the pond with the pond area graded to match the surrounding terrain, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area.

11.0 POND #2 ELIMINATION

The pond will be eliminated by pumping, in an approved manner, all standing water to a location designated at bid showing. The water discharged from the pumping of the pond will meet technical based effluent

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limitations.

Pond #2 and all existing sediments within the impoundment shall be removed from the natural drainway. Perform, to the extent practicable, all in-stream work during low flow conditions. Sediments shall be removed to a designated drying/re-handling location on the permit area, as discussed in the pre-bid meeting and within sediment control established for this project. After drying, the sediments may be regraded in place or incorporated into the regraded pond embankment materials.

Eliminate the pond structure by regrading the embankment and returning the site to approximate original contour and/or generally conform the regraded area to the surrounding terrain. Spillway concrete materials may be broken up and mixed/buried within the regraded material. The pond area shall be graded to drain toward a central rock rip-rap channel #2 reconnecting the stream, as shown on the attached drawings.

All areas disturbed during pond elimination work shall be revegetated immediately to stabilize the area.

11.1 ROCK RIPRAP CHANNEL #2 CONSTRUCTION

Provide all materials, excavate and construct ditch as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. Perform, to the extent practicable, all work during low flow conditions. Ditch shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions. Additional riprap may be used to reinforce the outer radius of curves and in similar high velocity locations.

Rip-rap shall be a well-graded mixture of durable sandstone or limestone rock placed in a 1.5 foot thick blanket. The mixture ranges in size from 3-inches minimum to 18-inches maximum diameter. The mixture shall have a d_{50} of 12 inches with no more than 15% of weight less than 6 inches. Fifty percent (50%) of the mixture by weight shall be larger than the d_{50} size. In-place rammed or hammered rock shall be acceptable.

All rock shall have a maximum weighted loss of 30 percent when subjected to 5 cycles of the sodium sulfate soundness test as outlined by ASTM C88, as modified by AASHTO T-104. If riprap suitability is questionable, durability shall be determined by the sodium sulphate test (ASTM C 88/AASHTO T 104-77).

11.2 SLIP REPAIR ABOVE POND #2

Provide all materials, excavate backfill and regrade as indicated on the attached typical plans, cross-section, and/or discussions at the pre-bid showing. Also, a rock rip-rap ditch will be constructed through the lower portion of the slip area to drain into rip-rap channel #2, as shown on the attached drawings. All rock utilized shall be durable sandstone or limestone and conform to the specifications provided herein. The slip must be completely eliminated, drained, stable and approved prior to payment.

Rip-rap shall be a well-graded mixture of durable sandstone or limestone rock placed in a 1.5 foot thick blanket. The mixture ranges in size from 3-inches minimum to 18-inches maximum diameter. The mixture shall have a d_{50} of 12 inches with no more than 15% of weight less than 6 inches. Fifty percent (50%) of the mixture by weight shall be larger than the d_{50} size. In-place rammed or hammered rock shall be acceptable.

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All rock shall have a maximum weighted loss of 30 percent when subjected to 5 cycles of the sodium sulfate soundness test as outlined by ASTM C88, as modified by AASHTO T-104. If riprap suitability is questionable, durability shall be determined by the sodium sulphate test (ASTM C 88/AASHTO T 104-77).

12.0 ELIMINATE SEDIMENT DITCHES AND DIVERSIONS, INCLUDING SUMPS #1, #2, #3, #4

Standing water in sumps and ditches will be tested for water quality compliance before being discharged or pumped from the structure. No breaching of a filled sump or ditch to release water all at once will be allowed without first consulting the WVDEP representative on site. All materials in the structures which are saturated or liquefied will be excavated and allowed to dry before being used to reclaim the structure during elimination. Material used to reclaim the structures will be compacted in two feet (2') lifts to reduce settling.

Reclaimed structures shall be graded to match the surrounding terrain. The outer embankment will be pulled in and the area regraded to fill the void left by the structure, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area.

The best available material to support vegetation, as identified by the WVDEP on-site representative, shall be distributed on the surface of the regraded areas in a smooth, uniform manner. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

13.0 STORMWATER MANAGEMENT - SILT FENCE AND HAYBALE DIKE

Disturbed areas which have storm water runoff and do not pass through a sediment control structure shall utilize the following Best Management Practice (BMP) methods to manage storm water runoff. For more information on BMP methods go to the WVDEP website <http://www2.wvdep.org/dwwm/stormwater/BMP.htm> and click on **BMP Manual**. The WV Erosion and Sediment Control Best Management Practice Manual may be accessed or printed. This item has a Maximum Bid of \$5.00/LF of silt fence and hay bale material used on site.

1. Silt fence shall be utilized on perimeter barriers and shall be properly removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. See attached drawing for further details.
2. For slope stability, place bales on the contour; at the top of cuts; and at the toe of slopes. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
3. Bales shall be securely anchored in place by stakes or rebars driven through the bales. Rebar shall be removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. The first stake in each bale shall be driven toward previously laid bale to force the bales together. See attached drawing for further details.

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Construction of sediment control sumps before culvert inlets and/or rock check dams in ditch lines may become necessary to supplement the silt fence and hay bale dikes. These items shall be installed upon request of the WVDEP designated onsite representative. Sumps and rock check dams shall be incidental to this bid item.

14.0 REVEGETATION

The actual seeding date, within the work performance period, shall be at the discretion of the Contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. Agricultural lime shall be applied at a rate of 1.5 tons per acre and incorporated into the soil prior to application of the seed fertilizer mixture. The cost of the lime seed, and fertilizer will be inclusive to the cost of revegetation. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the WVDEP designated on-site representative.

Contractor shall provide equipment as necessary to secure approval of the seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, however, no additional monetary compensation will be awarded.

Areas outside the limits of construction, disturbed by the Contractor, shall be revegetated by the Contractor at no expense to WVDEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the WVDEP designated onsite representative.

It shall be the Contractor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation cover is established. The acreage quantities in this Contract are provided for bidding purposes only.

A Warranty Period of one (1) year shall commence upon completion and payment of the Revegetation item of the Contract. No payment will be made for additional seeding necessary to comply with warranty requirements. The Warranty Period will be extended for one (1) year from the date of the last augmented seeding done by the Contractor. The performance bond and labor and materials bond shall remain in effect throughout the Warranty Period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the most current edition of the West Virginia Surface Mining Reclamation Regulations will apply.

Equipment for the retracking/scarification to eliminate rills and gullies shall be mobilized and utilized to produce slopes consistent with the regrading and topsoiling bid item prior to warranty reseeding. No additional payment will be made by WVDEP for this warranty work.

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MATERIALS REQUIRED:

14.1 AGRICULTURAL LIME

Unless otherwise specified, all lime used for REVEGETATION shall be registered with the West Virginia Department of Agriculture, have an 85% minimum calcium carbonate equivalent, and meet the fineness classification no larger than that for ground lime. The following fineness classifications or combinations of lime are acceptable:

- Pulverized - 100% passing a U.S. Standard 20 mesh sieve
- 70% passing a U.S. Standard 100 mesh sieve
- Ground - 90% passing a U.S. Standard 20 mesh sieve
- 50% passing a U.S. Standard 60 mesh sieve
- 35% passing a U.S. Standard 100 mesh sieve

Use of blends and low-grade agricultural liming materials shall require prior approval. Lime shall be spread as soon as possible after delivery to site. Lime shall be applied evenly and uniformly distributed over the treated area. Lime shall be thoroughly mixed into the soil material. Lime subjected to adverse conditions before spreading will be deemed unacceptable. Failure to complete this phase shall result in nonpayment of this bid item.

Lime shall be applied at 1.5 tons/acre.

14.2 FERTILIZER

Fertilizer rates given for REVEGETATION are for 1,500 lbs. of 10-20-20 per acre. These rates are minimum and for bidding purposes.

Fertilizer shall be applied evenly and uniformly distributed over the treated area. Common complete fertilizers which meet the minimum standards are acceptable.

14.3 MULCH

Acceptable mulch for this project is wood fiber, hay, or straw.

- Mulch: Wood Fiber @ 1.0 ton/acre
- Hay or Straw: May be substituted at a rate of 2 tons/acre

14.4 VEGETATIVE SPECIES

Seeding rate required is for pure live seed (pls) in pounds per acre. The use of annuals or cover crops will not be considered for vegetative success.

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VEGETATIVE SPECIES ¹	RATE/ACRE ¹
Orchard Grass	@ 30 lbs/acre
Birdsfoot Trefoil ²	@ 15 lbs/acre
Red Top	@ 10 lbs/acre
KY 31 Fescue	@ 10 lbs/acre
Perennial Ryegrass	@ 10 lbs/acre
Alsike Clover ²	@ 5 lbs/acre
Black Locust ³	@ 1 lbs/acre
Bicolor Lespedeza ⁴	@ ¼ lbs/acre

¹ Seeding rate suggested is for pure live seed (pls) in pounds (lbs) per acre.

² Herbaceous legumes must be treated with the appropriate bacterium before seeding.

³ This species to be utilized only for woodland post-mining land-use projects.

⁴ This species to be utilized only for wildlife post-mining land projects.

15.0 CONSTRUCTION STAKEOUT

This work shall consist of furnishing, placing, and maintaining construction layout stakes necessary for the proper execution of the work required under the Contract, production of as-built drawings, and of performing topographic surveys and obtaining surveyed cross-sections for accurate determination of pay item quantities. Construction stakeout shall be under the supervision of a Registered Professional Engineer or Licensed Land Surveyor and all drawings signed and/or sealed by such. The Department shall provide control points for initial layout of the work. (Shall not exceed 5% of the total bid for this permit.)

A. MATERIALS

Wooden stakes and other marking materials as described herein.

B. CONSTRUCTION METHODS

B(1). The Contractor shall locate and reference the construction baseline within the limits of work and shall establish bench marks for the proper layout of the work. The Contractor shall make all calculations involved and shall furnish and place all layout stakes or markers.

B(2). The Contractor shall provide field forces and shall set all additional stakes needed, such as offset stakes, reference point stakes, slope stakes, pavement and grade stakes, stakes for roadway drainage, sub-drains, trench drains, fence, culverts or other structures, supplementary bench marks and any other horizontal or vertical controls necessary to secure a correct layout of the work.

B(3). The location of the slope stakes for grading work shall be determined by a calculation method. Elevation control hubs with guard stakes shall be set, at a convenient distance outside the construction limits, and at all stations where original cross-sections are taken. The centerline station, the distance from centerline, and the elevation of the hub shall be recorded on each guard stake.

B(4). The Contractor shall be responsible for having the layout staking work conform to the lines, grades, elevations, and dimensions called for on the Plans. The Contractor shall be responsible for reporting any discrepancies to the Supervisor for clarification. Minor adjustments to suit field conditions are

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anticipated and it shall be the responsibility of the Supervisor to make decisions regarding adjustments.

B(5). The Contractor shall survey cross-sections and/or profiles in areas of on-site excavation, off-site excavation, and ditch construction as necessary to permit accurate determination of pay item quantities. The locations and spacing of cross-sections and profiles shall be as approved or as directed by the Supervisor. Cross-sections and profiles shall be surveyed:

- a) prior to any excavation
- b) at the completion of excavation

B(6). All bid item quantities specified by ACRE on this project in the Bid Schedule shall require the submittal of a final survey to verify final acreages. This submittal shall include a copy of all field notes, a map to scale in paper and electronic form. The final survey must be conducted under the direct supervision of and certified by a Professional Surveyor or Professional Engineer licensed in the state of West Virginia. Partial payments may be made for estimated acreages that are field verified and agreed upon with the DEP onsite representative. Partial payments may not exceed seventy-five percent (75%) of bid item prior to final survey. This shall be paid under the Construction Stakeout bid item.

B(7). The Contractor shall furnish a copy of his survey records for the Supervisor and for the DEP's permanent file. These records shall be furnished as they are completed during the progress of the work. Any inspection or checking of the Contractor's layout by the Supervisor and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure the proper dimensions, grades and elevations of the required work.

16.0 STRUCTURE AND/OR DEBRIS REMOVAL

All existing man-made items particular to the site and not to be utilized in the total reclamation of this site shall be demolished (if necessary) and disposed of in a legal manner. All iron, steel, aluminum, or any other metal, plastic, or any other man made material, including but not limited to I-Beams, Angle Iron, Channel Iron, Corrugated Metal, Flat Metal, Floc Drums, Grease Drums, Pipe or Conduit is to be dismantled, removed and properly disposed of offsite and according to state, local, and federal requirements.

17.0 UPGRADE ACCESS ROAD #2

The required road will be a total of approximately 1,800 LF, upgrading the existing access road across the project area. Accompanying plans show the details of the upgrading of the road. The Contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work.

SITE PREPARATION

Any areas with soft unsuitable foundation materials shall be undercut to remove this material. The material removed shall be disposed of within the construction area at a site agreed to between the Contractor and the WVDEP on-site representative. Ditching/drainage work shall also be included. Construction stake-out shall be completed as necessary to complete that phase of the work being undertaken. Payment for the road construction stakeout is to be included in the road price.

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ROAD CONSTRUCTION

Suitable foundation material shall then be placed in compacted layers not to exceed six (6) inches in thickness to obtain the desired grade and alignment. Compaction equipment is to be approved by DEP on site representative. Filter Fabric (Tyvar 3401, Mirafi 500X, or equivalent) shall be placed over the completed foundation and covered with a six (6) inch minimum layer of No. 1 sandstone or limestone (3½ to ¾ inches). The No. 1 stone shall then be covered with 1½ inch crusher run sandstone or limestone so that the surface is choked off and a three (3) inch minimum layer remains on top, for a total thickness of nine (9) inches. The completed main access road shall have a minimum finished surface width of twelve (12) feet. The surface shall be crowned and sloped to the ditch side a minimum of 24-horizontal to 1-vertical. Any fill sections, if used, shall not impound water.

Payment shall be for completed length of road and acceptance by WVDEP.

18.0 CLEAR AND GRUB

All vegetative cover (trees, shrubs, bushes etc.) within the entire work area shall be removed to bare ground. It is the contractor's responsibility to obtain all necessary permits and to follow state guidelines for burning and proper disposal of vegetative materials. Disposal of the trees and shrubs on-site with a chipper is an acceptable alternative to burning. No vegetative material can be buried.

19.0 REGRADING AND TOPSOILING

Existing internal access routes to all areas of this project will be regraded to allow sheet flow across the travelled areas and will be revegetated. This item shall include the elimination of all rills and gullies and the grading of spoil and/or fill materials otherwise not covered under pond and sediment ditch elimination.

The best available material to support vegetation, as identified by the WVDEP on-site representative, shall be distributed on the surface of the regraded areas in a smooth, uniform manner. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

20.0 INCIDENTAL STONE

Up to twenty five hundred (2,500) tons of stone, either limestone or sandstone, will be allowed for use in access road repair or other use as needed. Stone size will vary according to its purpose.

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BID PREPARATION INFORMATION

HISTORICAL INFORMATION

Prospective bidders may review files at the West Virginia Department of Environmental Protection, Charleston, WV office, or the Regional West Virginia Department of Environmental Protection Office at 105 South Railroad St., Philippi, WV 26416. These files may contain additional information not included in the contract. Documents including, but not limited to, permit applications, permits, inspection reports, environmental documents, permit violation history, geological and geotechnical information, probable hydrologic consequences, maps, modifications, NPDES information and other related data. Copies may be obtained upon request and payment of copying fees.

EXAMINATION OF BID PACKAGE AND SITE OF WORK

The bidder is required to examine, carefully, the bid package (plans, specifications, supplemental specifications, contract forms, etc.) and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied themselves as to the character, quantity, and quality of work to be performed and the materials required to be furnished under the contract.

PREBID CONFERENCE

Only the prospective bidders on the sign-in sheet in attendance for the entire Pre-Bid Conference will be eligible to submit bids for consideration of this project. Considerable foot travel over rough terrain and/or inclement weather may be required.

VIDEO

The information given at the pre-bid showing by the project contact person or the assigned person shall be documented on video tape and shall be an integral part of this contract's requirements, but will not supersede the written contract. All information on video tape that is new or provides clarification to the specifications, will be issued in writing by a formal addendum and will become part of the written contract.

INTENT OF CONTRACT

The intent of the contract is for the reclamation/restoration of forfeited mine lands as required by West Virginia Department of Environmental Protection. The contractor is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Plans, Specifications, and terms of the Contract.

Should any misunderstanding arise as to the intent or meaning of the Contract, or any discrepancy appear, the decision of the Director of Division of Land Restoration shall be final.

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GENERAL PERFORMANCE STANDARDS

INTRODUCTION

The performance standards and non-compliance penalties which govern special reclamation-bond forfeiture projects are in Chapter 22A, Article 3, of the Code of West Virginia and subsequent rules and regulations. The following performance standards are of a general nature and do not represent all the performance standards applicable to a special reclamation-bond forfeiture project. However, some or all of these standards will pertain to each project.

BACKFILLING

1. Unless otherwise noted, the highwall shall be eliminated and the disturbed area graded to the approximate original contour.
2. The material used to backfill and eliminate the highwall shall be sufficiently compacted so as to insure stability of the backfill throughout the warranty period.
3. The land above the highwall shall not be disturbed unless otherwise directed.
4. The best available material to support vegetation, sufficient to establish a permanent vegetative cover and to achieve the approved post mining land use, shall be used.

BLASTING

The performance standards of the most current edition of the Surface Mining Blasting Rule (Title 199, Series 1) must be adhered to.

LIFE OF CONTRACT

The purchase order Contract becomes effective on the starting date as specified in the Notice to Proceed as issued by the Department of Environmental Protection (DEP). This Contract extends for a period of one (1) year and may be renewed until such "reasonable time" thereafter as is necessary to complete the payment therefore. A responsible Contractor's Agent shall be on the site at all working times who demonstrates a knowledge of mined land reclamation, contract requirements and responds to DEP (Owner) inspections.

WORK PERFORMANCE PERIOD

The Work Performance Period is a defined portion of the Contract in which all items shall be completed. The Work Performance Period is to be performed within 365 calendar days of the Notice To Proceed. Extensions may be granted based upon Contractor's performance, weather conditions and site-specific site conditions.

NOTICE TO PROCEED

A Notice to Proceed shall be issued to the Contractor by the project contact person for the Department of Environmental Protection. Actual construction may only begin after a Notice to Proceed is given and as specified. Such notice shall specify the starting date of the Purchase Order, the Work Performance Period, and the completion date of the Work Performance Period.

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PRE-CONSTRUCTION CONFERENCE

The Contractor in possession of the awarded Purchase Order shall schedule a Pre-Construction Conference on the site within ten (10) days after receiving the Notice To Proceed. The Contractor's Agent (foreman or the on-the-ground supervisor) must be in attendance.

GENERAL SUPERVISION

This Contact is under the general supervision of the West Virginia Department of Environmental Protection's contact person for the purpose of Contract compliance inspection only. Contractor shall supervise work being conducted at all times. All services rendered by the Engineer/Contact Person consist of professional opinions and recommendations made in accordance with generally accepted engineering practice. Under no circumstances is it the intent of the Engineer/Contact Person to directly control the physical activities of the Contractor or the Contractor's workmen's accomplishment of work on this project.

CONTRACTOR RESPONSIBILITY

The Contractor is responsible for compliance with all aspects of this written Contract. No changes will be honored without prior approval from the Program Supervisor.

LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees, whether by themselves, their subcontractors or their employees.

PERMITS, LICENSES AND TAXES

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

CONCURRENT RECLAMATION

Reclamation of this project shall commence at a definite point as defined and shall progress from that point with total reclamation to include backfilling, grading/regrading, and revegetation. Changes may be granted based upon weather or differing site conditions with prior approval.

WATER QUALITY CONTROL

Water quality control shall commence with initial start-up of the project and remain in effect for the extent of the backfilling, regrading and revegetation activity. DEP obtains a storm water permit for each project from the Water Resources Division (General Water Pollution Control Permit WVO115924). The Contractor is

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 VENDOR:

responsible for performing the best management practices. Adequate facilities shall be installed, operated and maintained using the best management practices of the U.S. Environmental Protection Agency's Non-Point Source (NPS) Program for sediment control during the active reclamation. The Contractor shall take any and all steps necessary to prevent erosion or silting problems from occurring and to minimize pollution or sedimentation of the stream. If any such problems develop, the contractor shall be responsible to take immediate corrective action. No separate payment for this work will be honored. All impounded waters which require removal during reclamation shall be pumped with appropriate measures taken to prevent erosion from the discharge. The Contractor shall be responsible for treatment of said waters to meet pH standards. The water shall be discharged only when the quality meets a pH equivalent to the pH of the receiving stream but not less than 6.0.

DIFFERING SITE CONDITIONS

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided by the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer/Contact Person will investigate the conditions, and if determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer/Contact Person will notify the Contractor of DEP's determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.

HANDLING AND STORAGE OF MATERIALS

Materials which are stored on site, before utilization, shall be stored so as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may be inspected again prior to their use in the work. Damaged or deteriorated materials shall be removed and replaced by materials meeting the original specifications.

Aggregate stockpiles shall be made on ground that is denuded of vegetation, hard, and well drained. Addition and removal of aggregate from the stockpile shall be done in a manner which will not result in the inclusion of foreign material into the aggregate or result in the separation of sizes. The use of the aggregate will determine if exceptions are permitted.

All materials shall be handled in such a manner as to preserve their quality and fitness for the work.

MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. All cost of maintenance work during construction and before the project is accepted shall be included in the unit or lump sum prices on the various pay items.

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VENDOR:

FINAL INSPECTION

A final inspection meeting by the Department of Environmental Protection's Specialist and the Contractor is required for the construction phase and prior to Demobilization.

ACREAGE QUANTITIES

The acreage quantities in this Contract are for bidding purposes only and are a set (definite) number for the project area as specified at the pre-bid showing. Only surveyed acreage's through figures the Contractor and/or the State develops will be honored to alter these acreage numbers. No separate payment will be made for surveying.

PAYMENT

Invoices must be submitted on prescribed Department of Environmental Protection, Special Reclamation Program forms and include verification. Certified contractor payrolls for operators directly involved in this project and a current workers compensation certificate must accompany each invoice for payment. Verification of wage rates may include employee interviews. Invoices shall be signed in blue ink so that it is easy to verify that document is an original. Vendor should submit with their bid the current remit-to address to be used for payment processing.

MOBILIZATION/DEMOBILIZATION shall be invoiced at fifty percent (50%) with the first invoice and the last 50% invoiced after Demobilization and acceptance of the road abandonment or final invoice. Demobilization must have written approval.

SPILL CONTAINMENT AREA shall not exceed \$1,000.00 and will be payable in two payments. The first fifty percent (50%) payable with the first invoice and the remainder payable when all fuel tanks, containers, etc., including any spillage, are removed from the site.

Lump sum items shall be percentage payments based on work completed at time of invoice and paid upon acceptance by the Department of Environmental Protection.

Unit items shall be invoiced by specified units completed and accepted by the DEP.

ROAD ABANDONMENT shall be included in the final construction invoice.

FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

Time is an essential element of the Contract and it is important that the work be completed within the time specified. The cost to the Department of the administration of the Contract, including engineering, inspection and supervision, will increase as the time required to complete the work is increased.

The Work Performance Period as specified in the Contract's Notice to Proceed shall be complied with or result in liquidated damages. Such damages shall be assessed at an amount of two hundred and fifty dollars (\$250.00) per day for each and every day beyond the Work Performance Period as specified in the Notice to Proceed. The total amount of daily charges will be deducted from any moneys due the Contractor, not as a penalty but as liquidated damages.

REVEGETATION AND WARRANTY

The seeding date shall be at the discretion of the Contractor once an approved seedbed has been prepared.

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VENDOR:

In all cases a permanent vegetative cover capable of supporting the post-mining land use must be established. A Warranty Period of one (1) year shall commence upon completion and payment of the Revegetation item of the Contract. No payment will be made for additional seeding necessary to comply with warranty requirements. The Warranty Period will be extended for one (1) year from the date of the last augmented seeding done by the Contractor. The performance bond and labor and materials bond shall remain in effect throughout the Warranty Period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

Equipment for the retracking/scarification to eliminate rills and gullies shall be mobilized and utilized to produce slopes consistent with the regrading and topsoiling bid item prior to warranty reseeding. No additional payment will be made by DEP for this warranty work.

Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the DEP contact person.

CONTRACT NON-COMPLIANCE

If in the opinion of the Department of Environmental Protection the Contract is not in compliance with any line item specification, that portion of the project shall cease until a compliance schedule and understanding is demonstrated in writing and accepted by the Director of Division of Land Restoration.

CONTRACT DELETIONS

Any line item, or any portion thereof, may be deleted when determined by the DEP project contact person that such line item, or portion thereof, is deemed unnecessary for the successful reclamation of this project. No claim for loss of anticipated profits will be considered.

CANCELLATION

The performance of work under Contract may be terminated by the DEP in whole, or from time to time in part whenever the State shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

When contracts, or any portion thereof, are terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed and accepted at the Contract unit price. No claim for loss of anticipated profits will be considered. Reimbursement for organization of the work, when not otherwise included in the Contract, and moving equipment to and from the job will be considered where the volume of work completed and accepted is too small to compensate the Contractor for these expenses under the Contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

Termination of the Contract or a portion thereof shall not relieve the Contractor of his responsibilities for the completed work, nor shall it relieve his surety of its obligation for and concerning any just claims arising out of the work performed.

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 (30) calendar days written notice, (delivered by certified mail, return receipt requested) of intent to terminate. This Contract objective is to comply with the reclamation laws of this state and must be expedient to meet the time requirements for reclamation of revoked surface mine permits.

BUYER CB-23	REQ. OR PO NC37 DEP 15099
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA
 REV. 5-26-09 PURCHASING CONTINUATION SHEET
 VENDOR:

S

Attn:

A

Re: Notice to Proceed
 Permit Name: _____
 Permit No. _____
 Purchase Order No.: DEP

Dear :

M

The purpose of this letter is to express our appreciation for your work in advance and to recognize a reclamation partnership project. The official starting date for the above mentioned purchase order is . The work performance period must be completed by . The contract life of one year is provided to accomplish all line items and to process all payments within that period.

P

You must schedule a pre-construction conference on site within ten (10) days after receiving this notice to proceed. It is then mandatory that construction begins within ten (10) days of the pre-construction conference and continues diligently until completion of the project. Please contact this office to schedule the pre-construction conference. The foreman, superintendent and the ground supervisor must be in attendance at this conference.

Failure to comply with this notice to proceed will cause termination of the contract and forfeiture of your performance bond.

If you have any questions please feel free to contact this office.

L

Sincerely,

E

BUYER CB-23	REQ. OR PO NO. DEP15059
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

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VENDOR:

General Requirements

PROJECT CONSTRUCTION SIGN

WORK REQUIRED

The work to be performed under this Section consists of providing all labor, material and equipment necessary to install a project sign as indicated on the detail included herein and as specified herein.

MATERIALS

Paint. Paint for the project sign shall be one (1) coat Exterior-Grade Wood Primer- Sealer, and two (2) coats Exterior-Grade Enamel by Glidden or equivalent.

Wood. Sign face shall be 3/4" X 4' X 8' Marine Exterior plywood, and posts and cross braces shall be treated.

Hardware. All hardware shall be manufactured from good, commercial-quality material and be rust resistant such as galvanized coated.

EXECUTION

PROJECT SIGN

The signboard shall be cut to the dimensions shown on the details herein. The sign shall be painted with one (1) coat of primer and two (2) coats of white enamel. All exterior cut edges shall be smooth sanded prior to painting. All edges shall be double primed. The letters, border and strips shall be painted as shown on the detail drawing.

The Contractor shall bolt the sign to posts and provide required cross bracing. The posts and sign shall be erected and posts set in gravel base, as shown on the drawings. One (1) sign is required and is to be located at the direction of WVDEP.

PAYMENT

Payment for the work which shall include installation of the project sign shall be incidental to the lump sum bid item for "Mobilization/Demobilization"

NOTE

No construction work shall commence prior to the project sign being installed.

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Earl Ray Tomblin,
Governor



Randy C Huffman,
Cabinet Secretary



Ken Ellison,
Director

**STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Division of Land Restoration
Office of Special Reclamation**

Project Cost: \$XXXX,XXX.00
Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

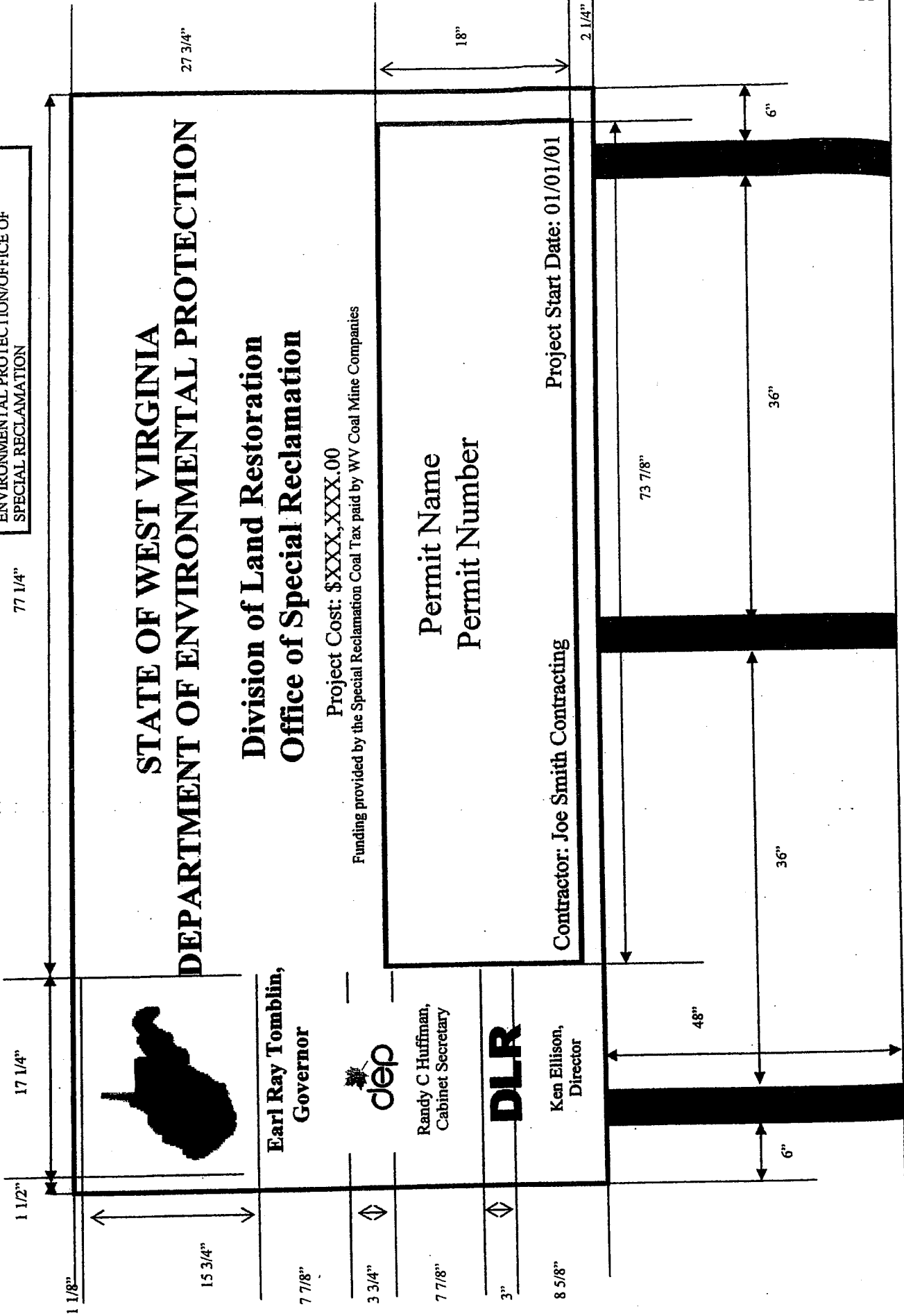
Permit Name
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

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77 1/4"



STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation

Project Cost: \$XXXX,XXX.00
 Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

Earl Ray Tomblin,
 Governor



Randy C Huffman,
 Cabinet Secretary



Ken Ellison,
 Director

Permit Name
 Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

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96"



STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation

Earl Ray Tomblin,
 Governor

48"



Randy C Huffman,
 Cabinet Secretary



Ken Ellison,
 Director

Project Cost: \$XXX,XXX.00
 Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

Permit Name Permit Number	Project Start Date: 01/01/01
------------------------------	------------------------------

Contractor: Joe Smith Contracting

7 7/8"


9 3/8"

5 1/4"


81 3/8"

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Earl Ray Tomblin,
Governor



Randy C Huffman,
Cabinet Secretary

DLR
Ken Ellifson,
Director

STATE OF WEST VIRGINIA

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration

Office of Special Reclamation

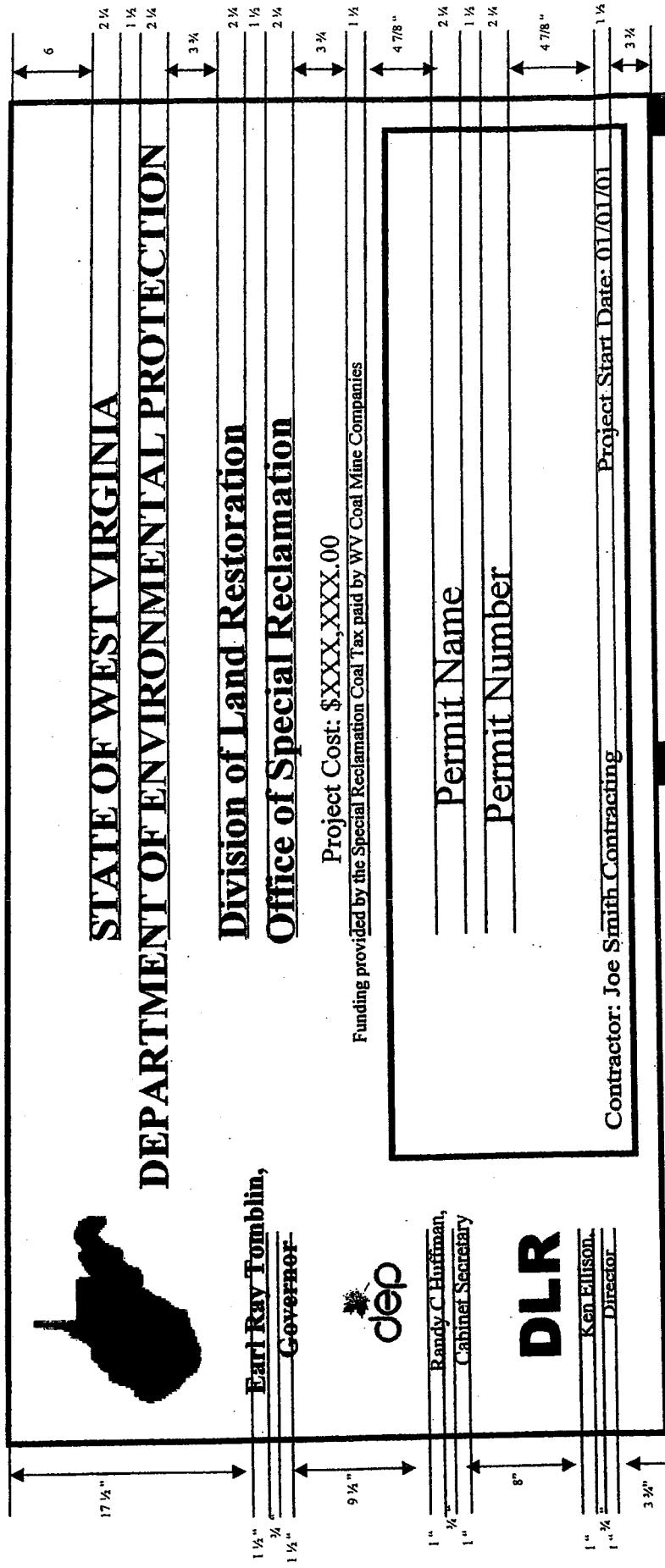
Project Cost: \$XXX,XXX.00

Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

Permit Name _____

Permit Number _____

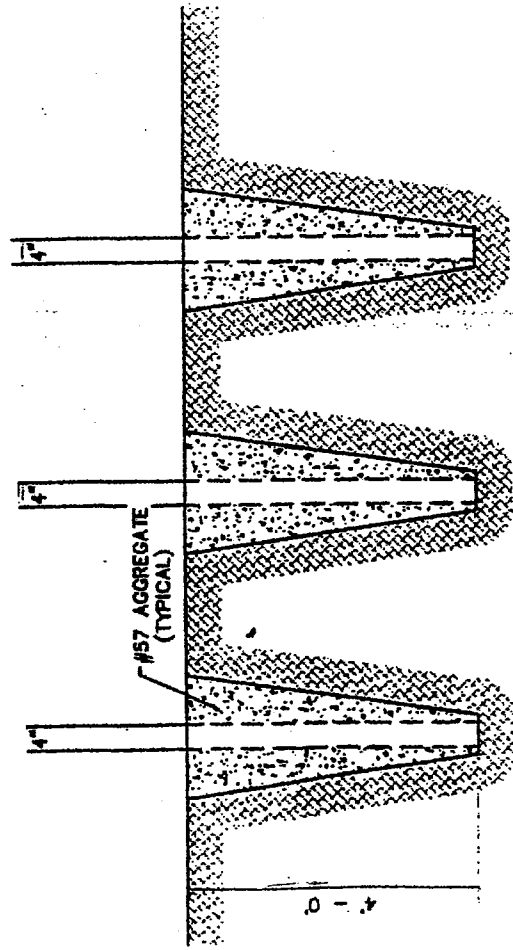
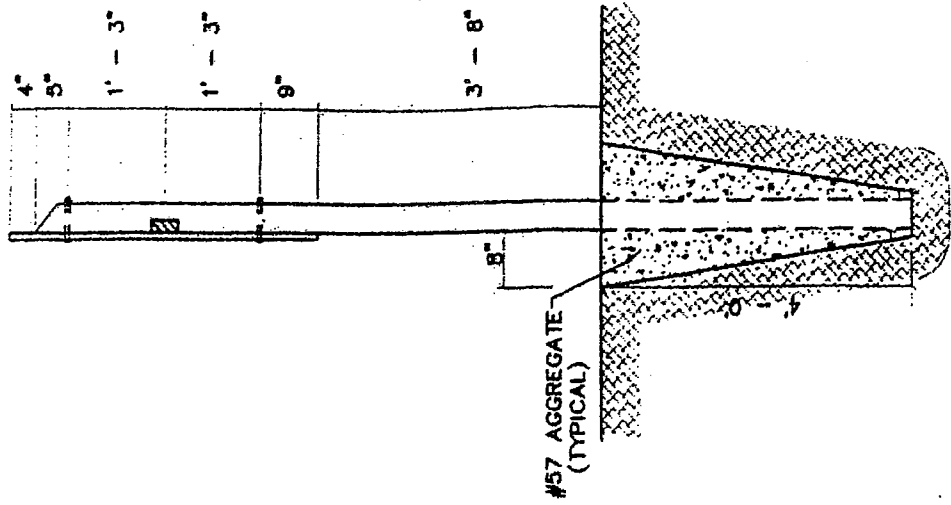
Contractor: Joe Smith Contracting Project Start Date: 01/01/01



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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

Notes:

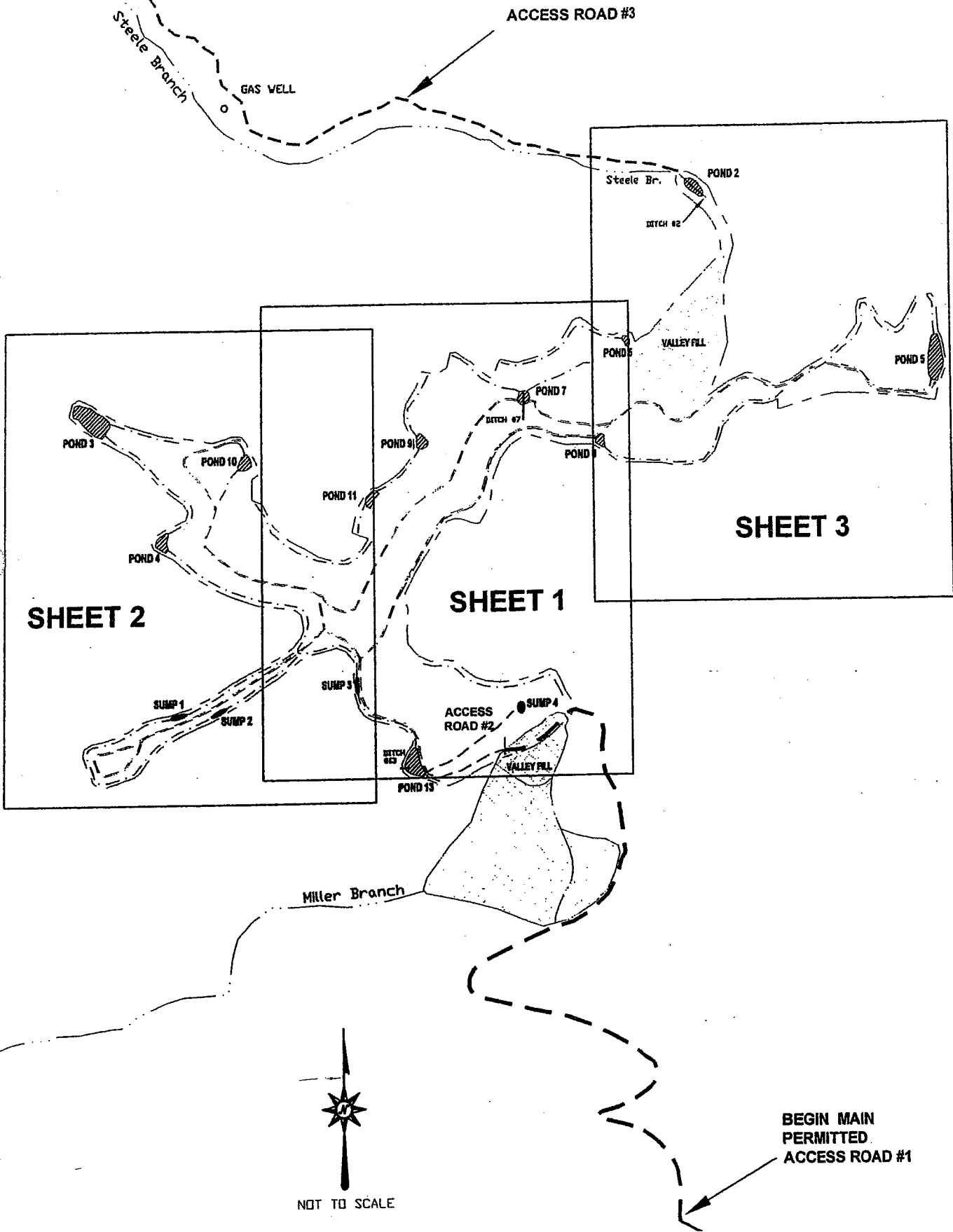
1. Sign Board to be 3/4" by 4' X 8' Marine Plywood
2. Sign Board Color is to be White and Letter Colors are to be Dark Green
3. 2" X 4" Treated Cross Brace Let into Posts
4. Mount sign to posts using 3/8" X 5" Galvanized Carriage Bolts
5. Posts are to be treated 4" X 4" X 12'
6. Location to be determined by WVDEP








BUYER
CB-23

REQ. or P.O. No.
DEP15059

OVERALL SITE PLAN

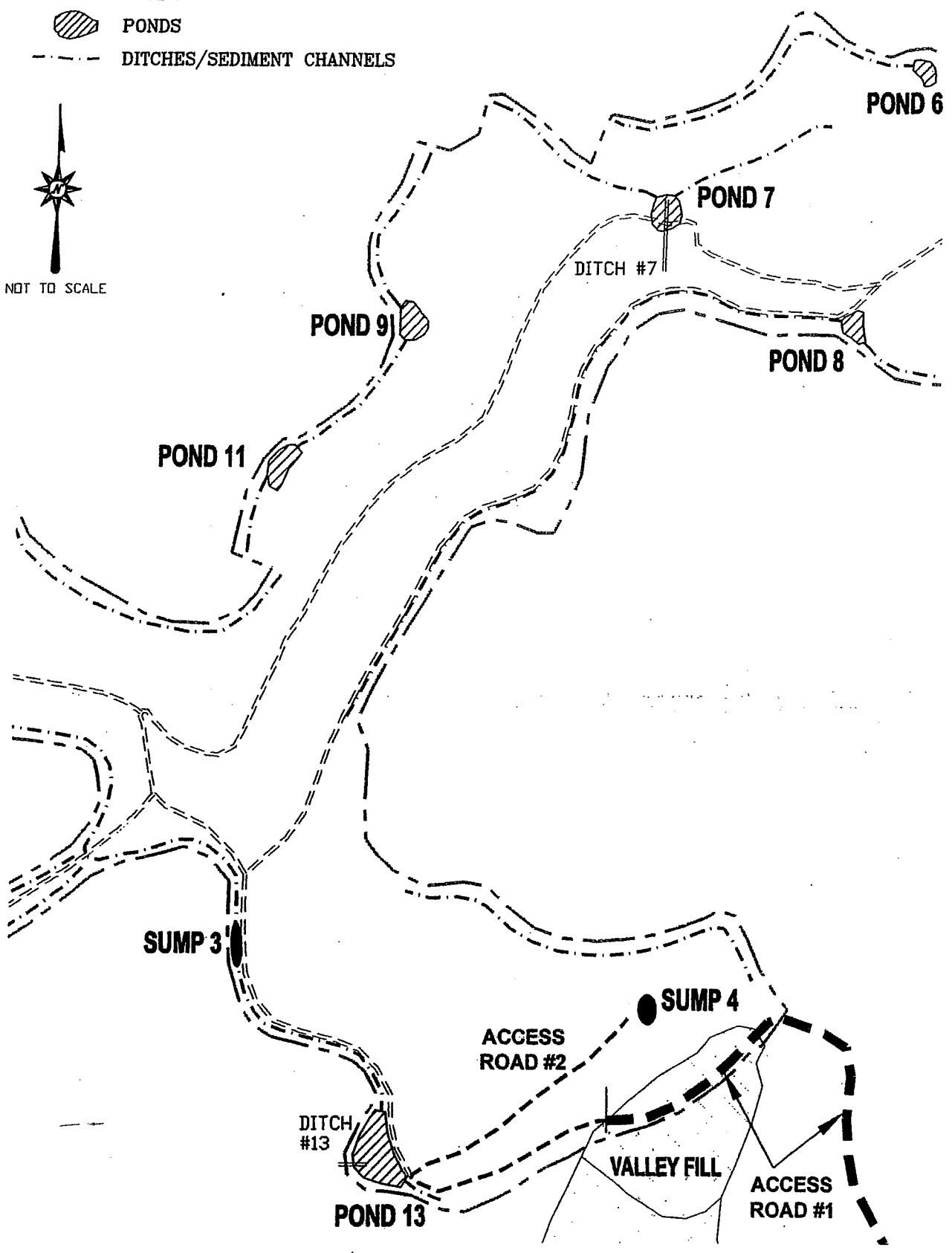


BUYER CB-23	REQ. or P.O. No. DEP1505:9
SITE PLAN - SHEET 1 of 3	

-  PROJECT BOUNDARY
-  EXISTING ACCESS ROADS
-  SUMPS
-  PONDS
-  DITCHES/SEDIMENT CHANNELS








NOT TO SCALE

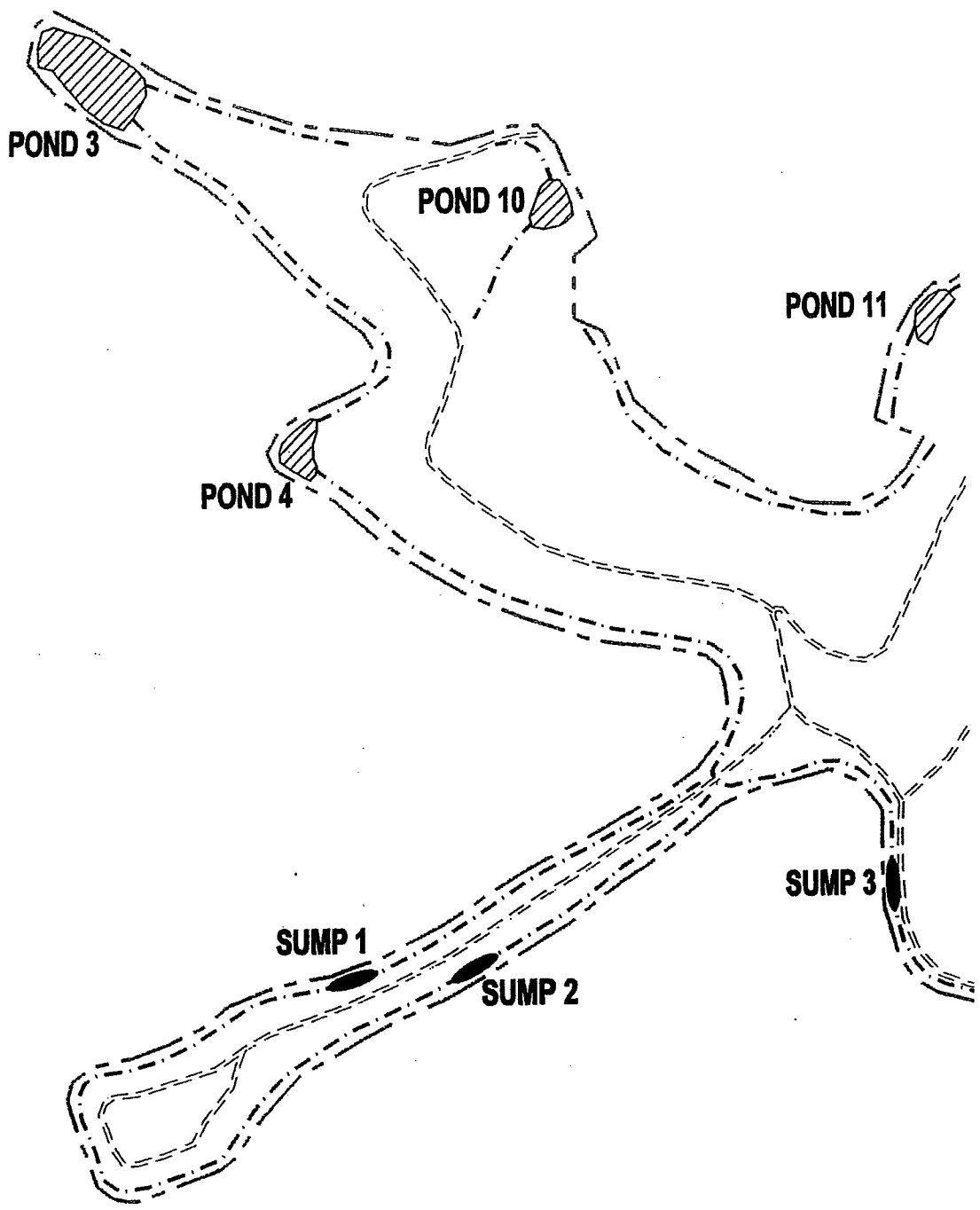


BUYER
CB-23

REQ. or P.O. No.
DEP15059

SITE PLAN - SHEET 2 of 3

-  PROJECT BOUNDARY
-  EXISTING ACCESS ROADS
-  SUMPS
-  PONDS
-  DITCHES/SEDIMENT CHANNELS

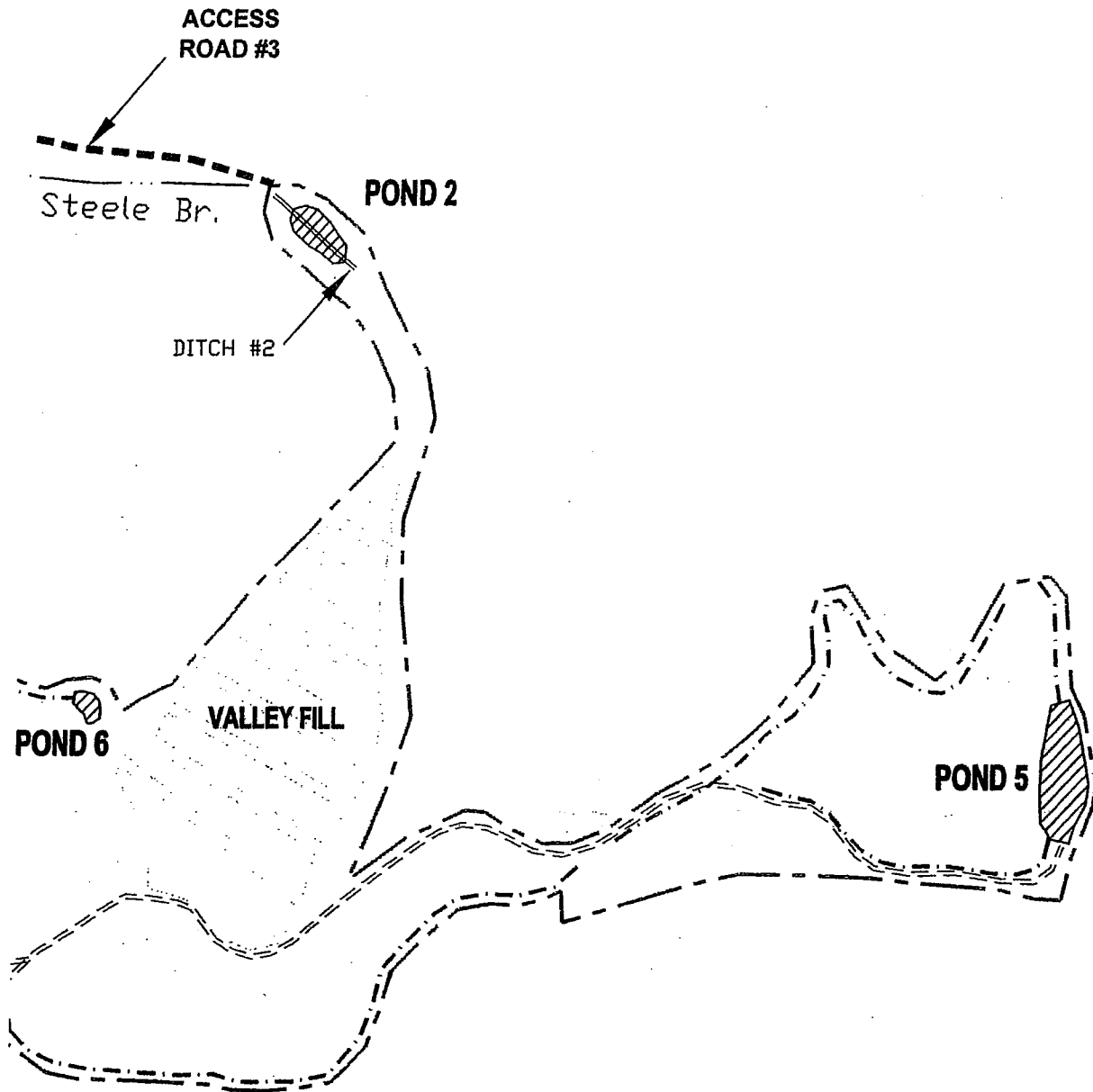







NOT TO SCALE

BUYER
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REQ. or P.D. No.
DEP15069

SITE PLAN - SHEET 3 of 3



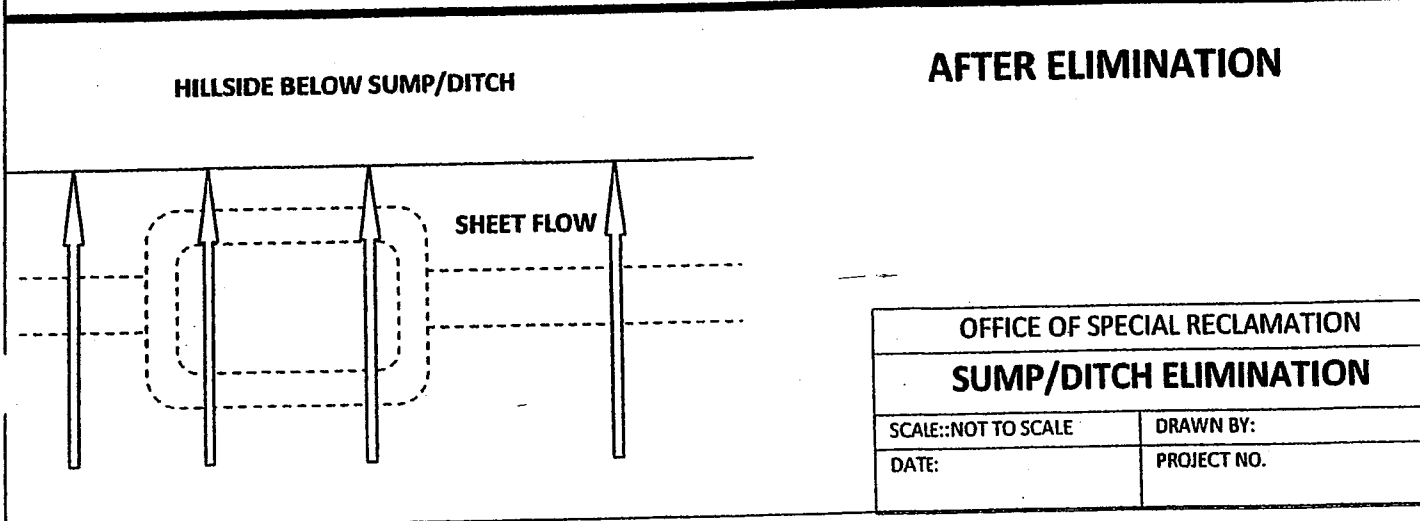
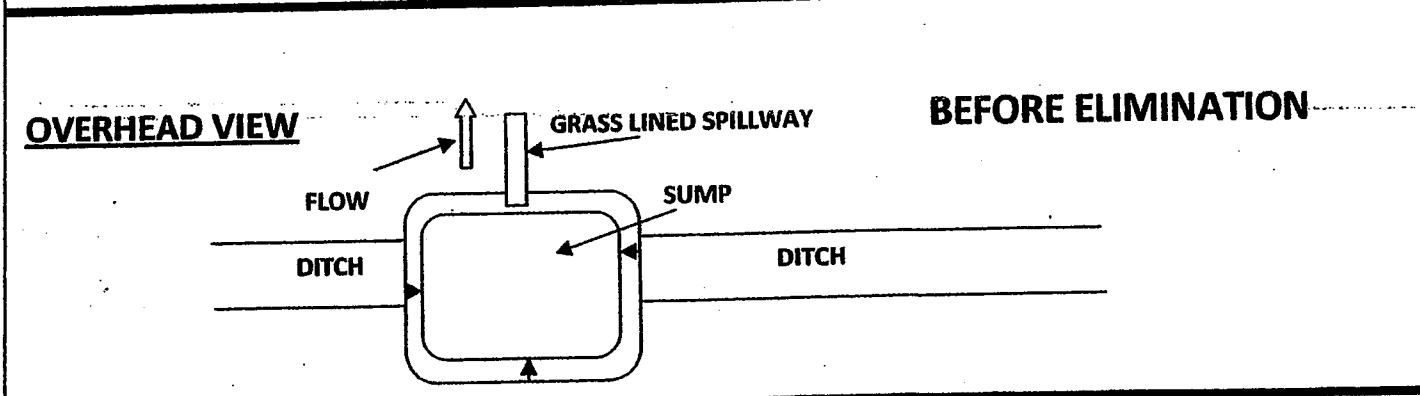
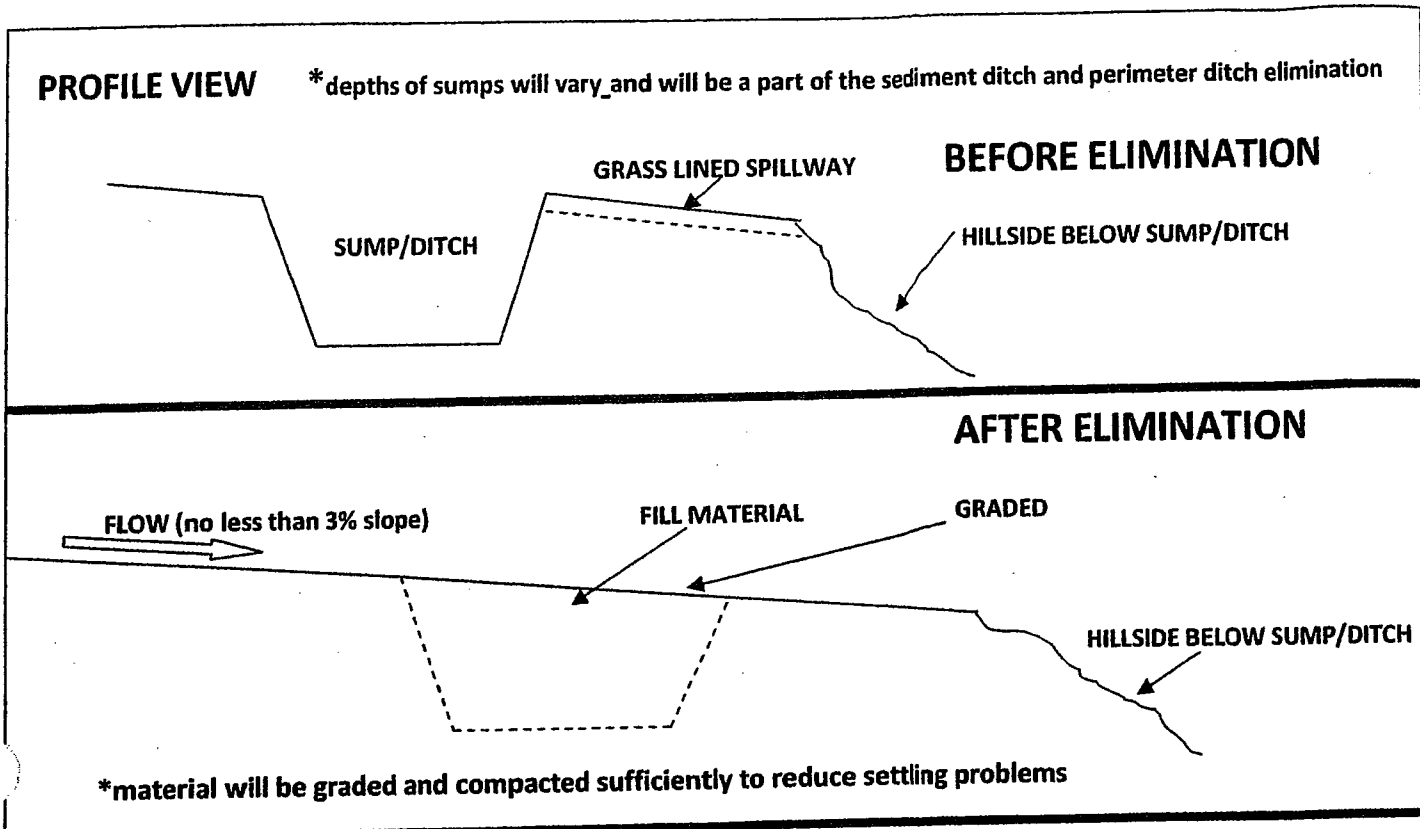
-  PROJECT BOUNDARY
-  EXISTING ACCESS ROADS
-  SUMPS
-  PONDS
-  DITCHES/SEDIMENT CHANNELS



NOT TO SCALE

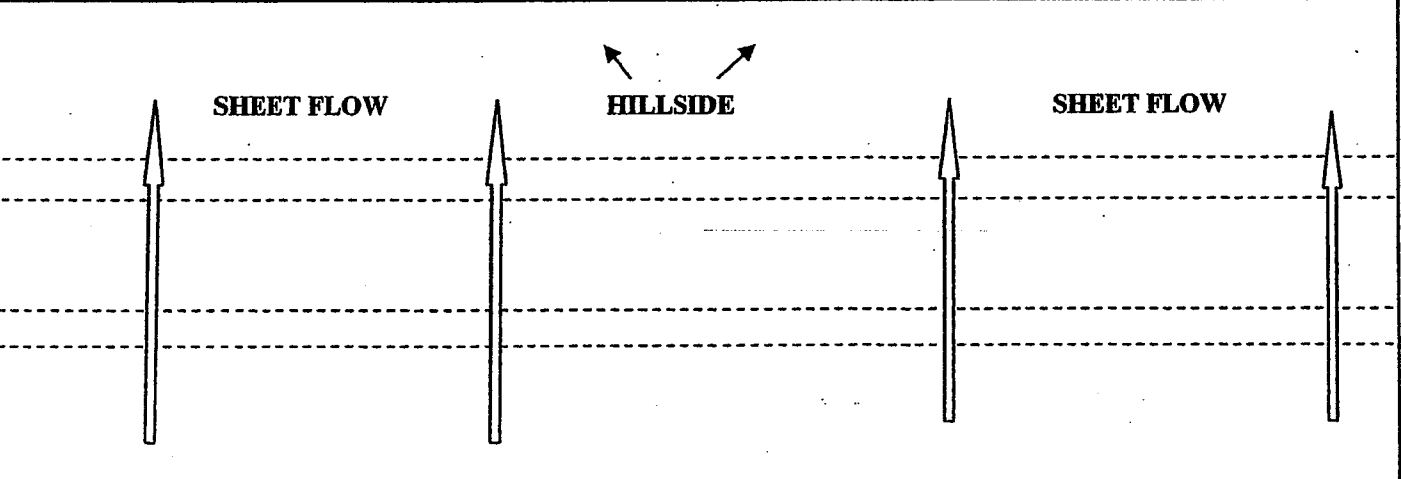
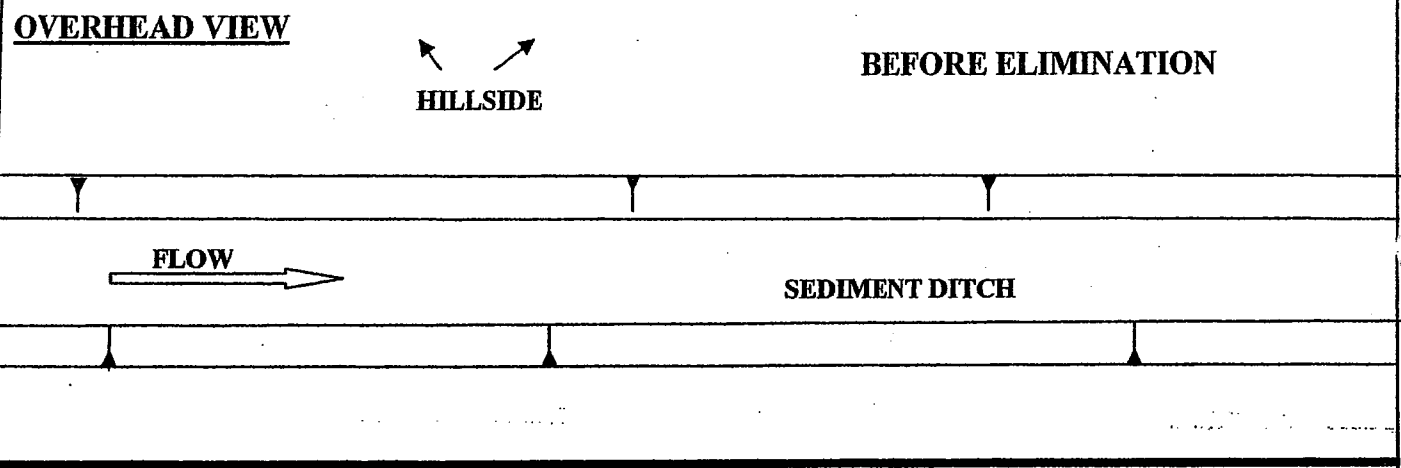
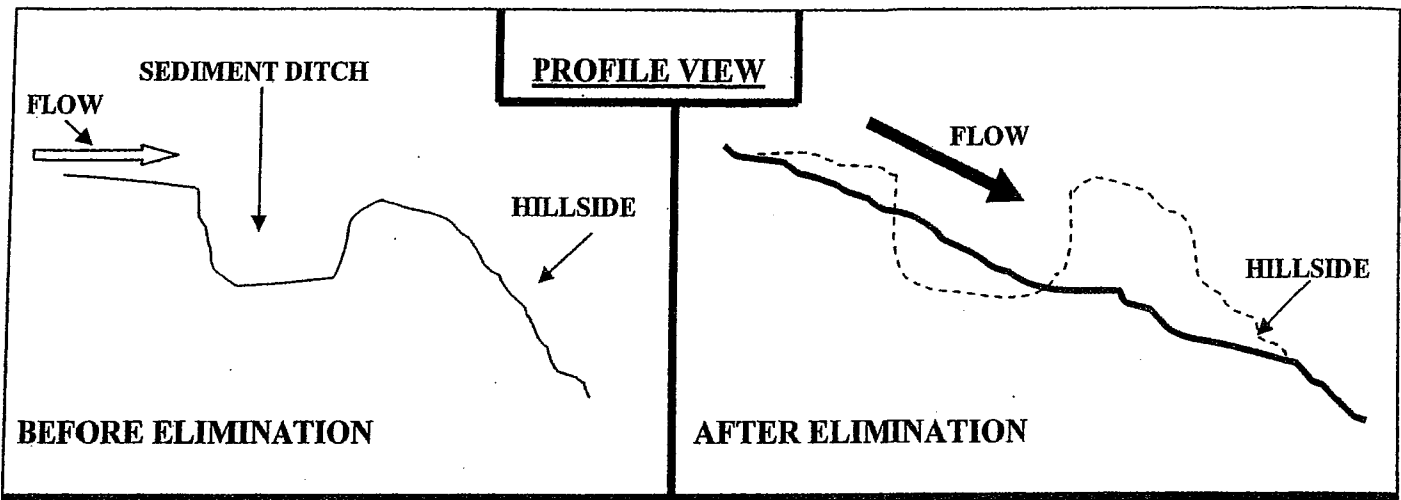
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BUYER CB-23	REQ. OR PO. NO. DEP15059
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



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VENDOR:

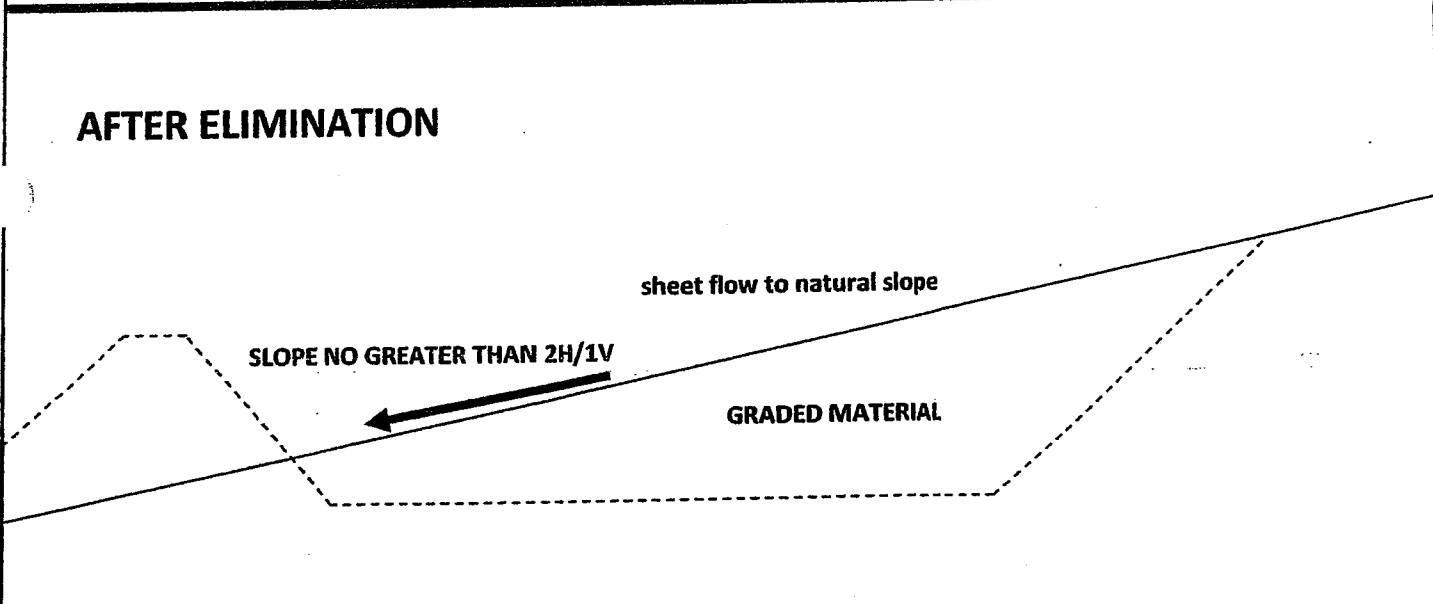
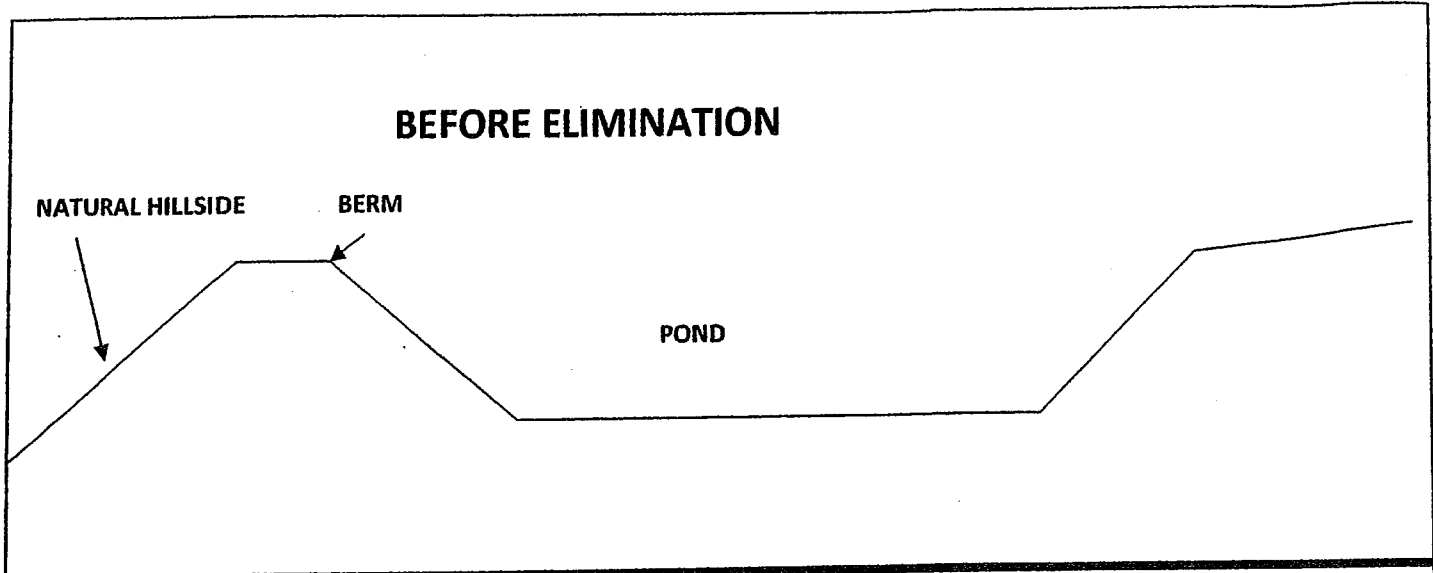
BUYER CB-23	REQ. OR PO NO DEP15059
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	



OFFICE OF SPECIAL RECLAMATION	
SEDIMENT DITCH ELIMINATION	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	REQ. OR PO. NO. DEP15059
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



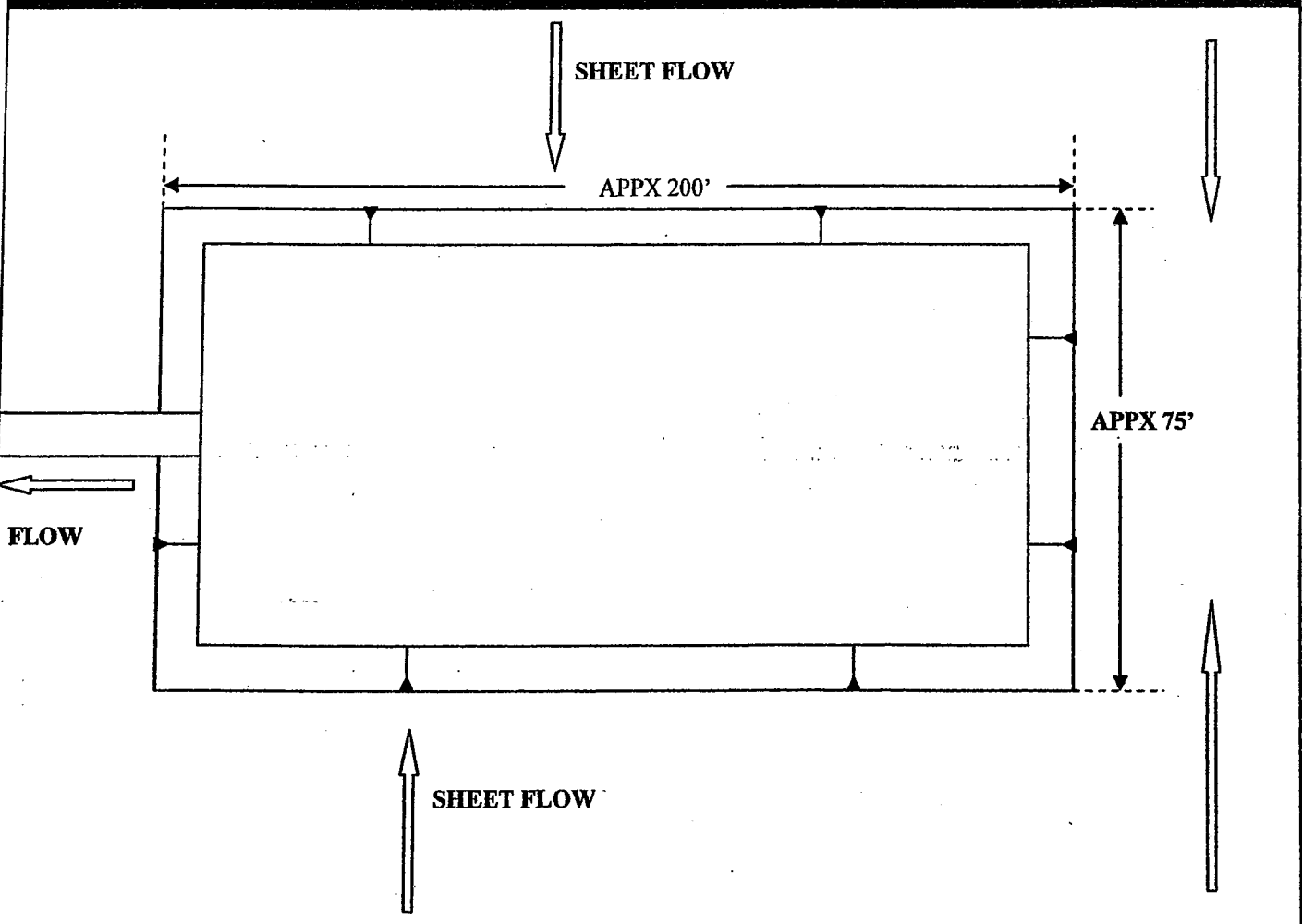
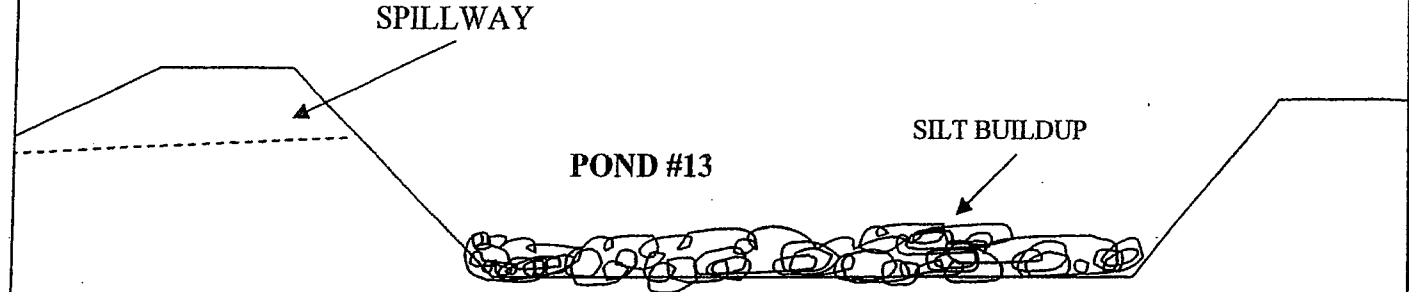
*graded material in pond will be tracked sufficiently to reduce settling of material

OFFICE OF SPECIAL RECLAMATION	
POND ELIMINATION	
SCALE::NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO.

WV-36a STATE OF WEST VIRGINIA
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VENDOR:

BUYER CB-23	REQ. OR PO NO DEP.15059
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

BEFORE ELIMINATION



OFFICE OF SPECIAL RECLAMATION	
POND #13	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:



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
DEP15059

PAGE
1

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

VENDOR

*709060417 304-984-1115
 CARPENTER RECLAMATION INC
 PO BOX 13015
 SISSONVILLE WV 25360-0015

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/23/2011				

BID OPENING DATE: 06/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE BELVA COAL PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 05/11/2011.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 06/08/11 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001		JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15059 ***** TOTAL:						\$1,696,451.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE 304 984 1115	DATE 6-8-11	
TITLE <i>President</i>	FEIN 55-0693493	ADDRESS CHANGES TO BE NOTED ABOVE	

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

4

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Belva Coal Co
Permit No: S-41-80
Requisition Number: DEP 15059

QUESTIONS AND ANSWERS AT PRE-BID

Q: Will access roads be reseeded?

A: Yes

Q: Do we have any test results on the water in the ponds?

A: Field samples were all good quality. We do not have any water treatment plans for this project.

Q: On the slip repair, do we have a detail on this?

A: Yes, it's in the package, but you should look at it on the ground.

Q: The road we just drove over, what do we do with it? (reclamation related)

A: Re-vegetate it and put in water bars (where needed). Need to grade it to be able to drive over.

Q: How many ponds have water in them?

A: 5

Q: Is the water good quality?

A: Yes, but test when you pump them out, and watch for lots of mud and silt.

Q: Does pond #5 have water in it?

A: Yes, it has the most of all of them.

Q: (pond #2) Does the rip-rap channel put in after the slip repair have to be all the way to the top?

A: No, just enough to pick up any runoff.

Q: So, all we have to do is pump the water out and backfill? (pond #2)

A: Yes, and put the channel in. The sediment has to be dry before regrade.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15059
 Project: Bever Coal Company S-41-80

Bid Date: 6/8/11
 Pre-Bid Date: 5/11/11

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

Phone #: 304 925 0253
 Fax #: 925 9230
 Email : DHB 722e Y400.com

Name : BRAD WISEMAN
 Company: WISEMAN EXCAVATING
 Address: RT1 BOX 190 LIBERTY WV
25124

Phone #: 304-586-3736
 Fax #: 304-586-3789
 Email :

Name : DENNIS C. ELBOW
 Company: COWGIRLUP INC
 Address: P O BOX 249
SLIPSON WV 26435

Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email : DCE_COWGIRLUP@EARTHINK.NET

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

Phone #: (304) 372-4378
 Fax #: (304) 372-4378
 Email : ADW

Name : Robert Barnes
 Company: BARNES EXC INC
 Address: P.O. BOX 13384
SISSONVILLE
WV 25360

Phone#: 304-984-1725
 Fax #: 304-984-0074
 Email : BARNESEXC@AOL.COM

Name : Ann Warrall
 Company: EASTERN ARROW
 Address: PO BOX 4108
CHARLESTON WV
25364

Phone#: 304 416 0255
 Fax #: 0256
 Email : easternarrow@hotmail

Name : ALLEN MURDOCK
 Company: Barnett Construction Supplies
 Address: PO Box 10 Precious
WV 25164

Phone#: 304 548-7004
 Fax #: 304 548-7133
 Email :

Name : MIKE BRADFORD
 Company: Pineville Tractor & Exc. Inc
 Address: Box 1290
Pineville W.V. 24874

Phone#: 304 732-8303
 Fax #: 304 732 7855
 Email : 10NY PPF@aol

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15059
Project: Belva Co/Company 5-41-80

Bid Date: 6/8/11
Pre-Bid Date: 5/11/11

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO Bx 13015
SiSSonville, WV
25360
Phone #: 304-984-1115
Fax #: 984-2770
Email : RCarpent103@aol.com

Name : _____
Company: _____
Address: _____
Phone#: _____
Fax #: _____
Email : _____

Name : Derrick Sears
Company: FOSTER SUPPLY
Address: PO BOX 488
SOOTH DEPOT WV 25560
Phone #: 304-553-6565
Fax #: 304-755-8280
Email : dsears@fostersupply.com

Name : _____
Company: _____
Address: _____
Phone#: _____
Fax #: _____
Email : _____

Name : _____
Company: _____
Address: _____
Phone #: _____
Fax #: _____
Email : _____

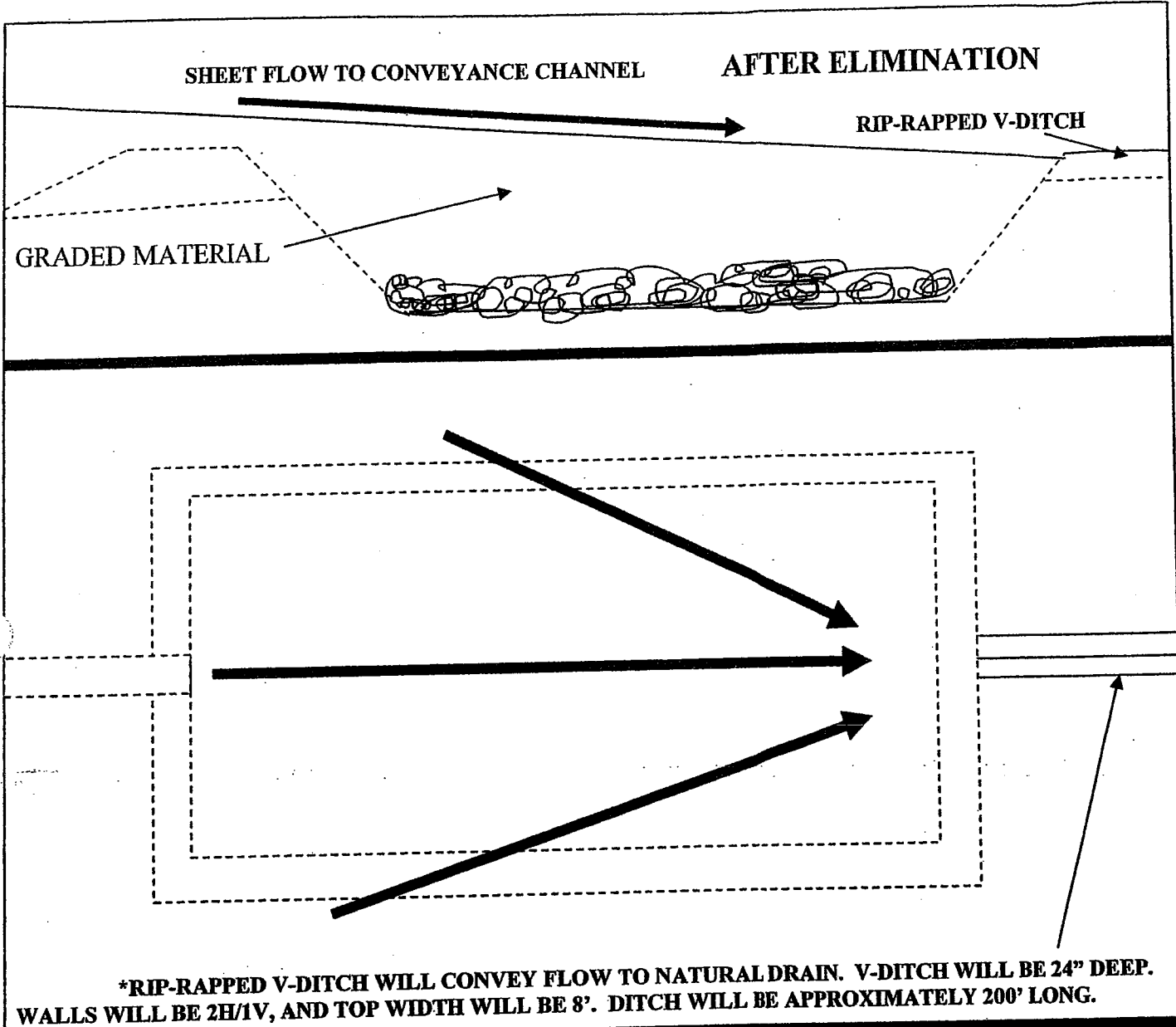
Name : _____
Company: _____
Address: _____
Phone#: _____
Fax #: _____
Email : _____

Name : _____
Company: _____
Address: _____
Phone #: _____
Fax #: _____
Email : _____

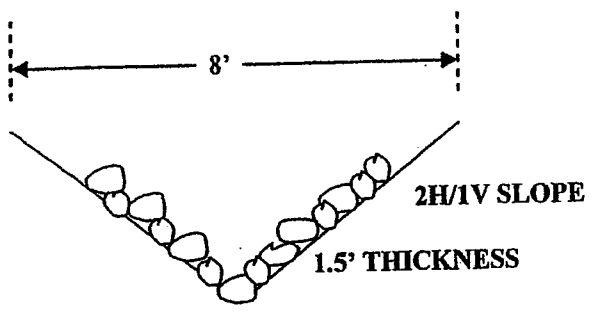
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Company: _____
Address: _____
Phone#: _____
Fax #: _____
Email : _____

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

BUYER CB-23	REQ. OR PO NO DEP.15059
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	



***RIP-RAPPED V-DITCH WILL CONVEY FLOW TO NATURAL DRAIN. V-DITCH WILL BE 24" DEEP. WALLS WILL BE 2H/1V, AND TOP WIDTH WILL BE 8'. DITCH WILL BE APPROXIMATELY 200' LONG.**



*stone can be limestone or sandstone

STONE: *50% 12" TO 18" DIAMETER (d₅₀ = 12")
35% 6" TO 12"
15% 0" TO 6"

OFFICE OF SPECIAL RECLAMATION	
POND #13	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	REQ. OR PO NO. DEP15059
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

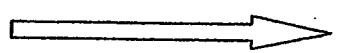
BEFORE ELIMINATION

*silt has partially filled this pond

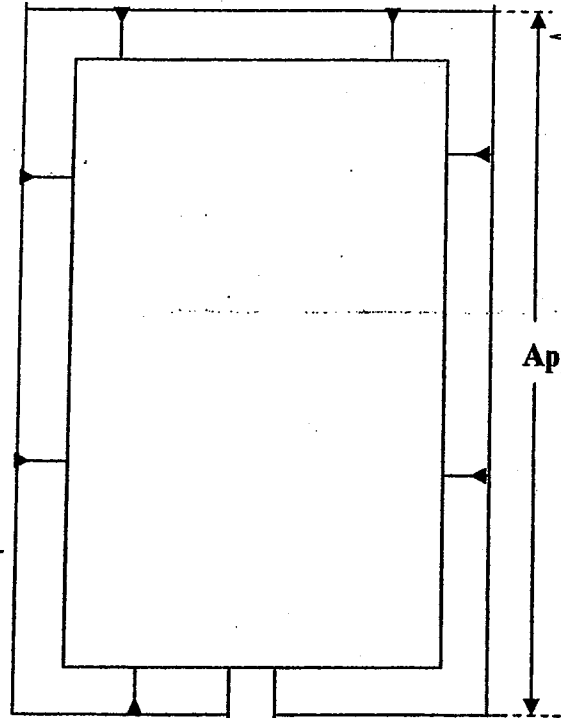
POND #7



sheet flow



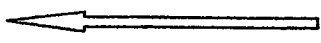
Appx 75'



POND #7

Appx 100'

sheet flow



spillway

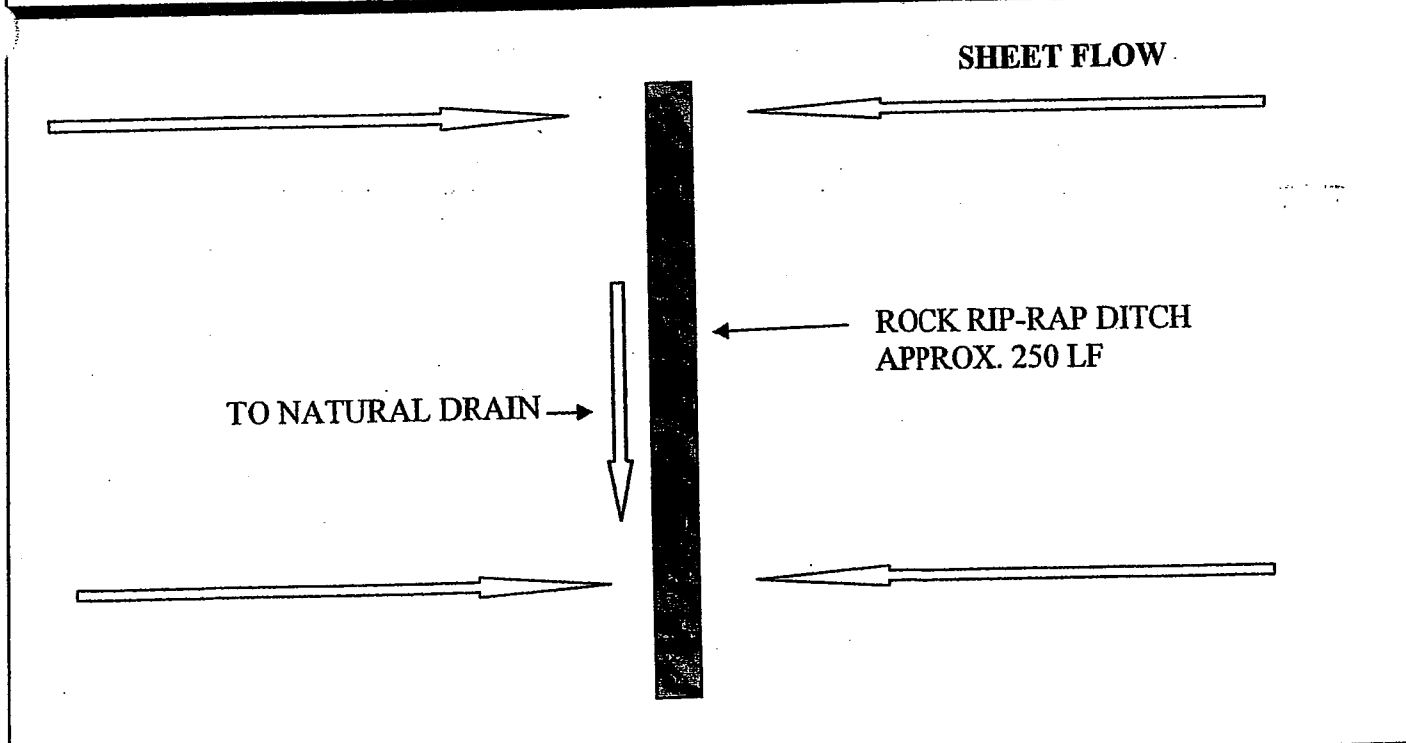
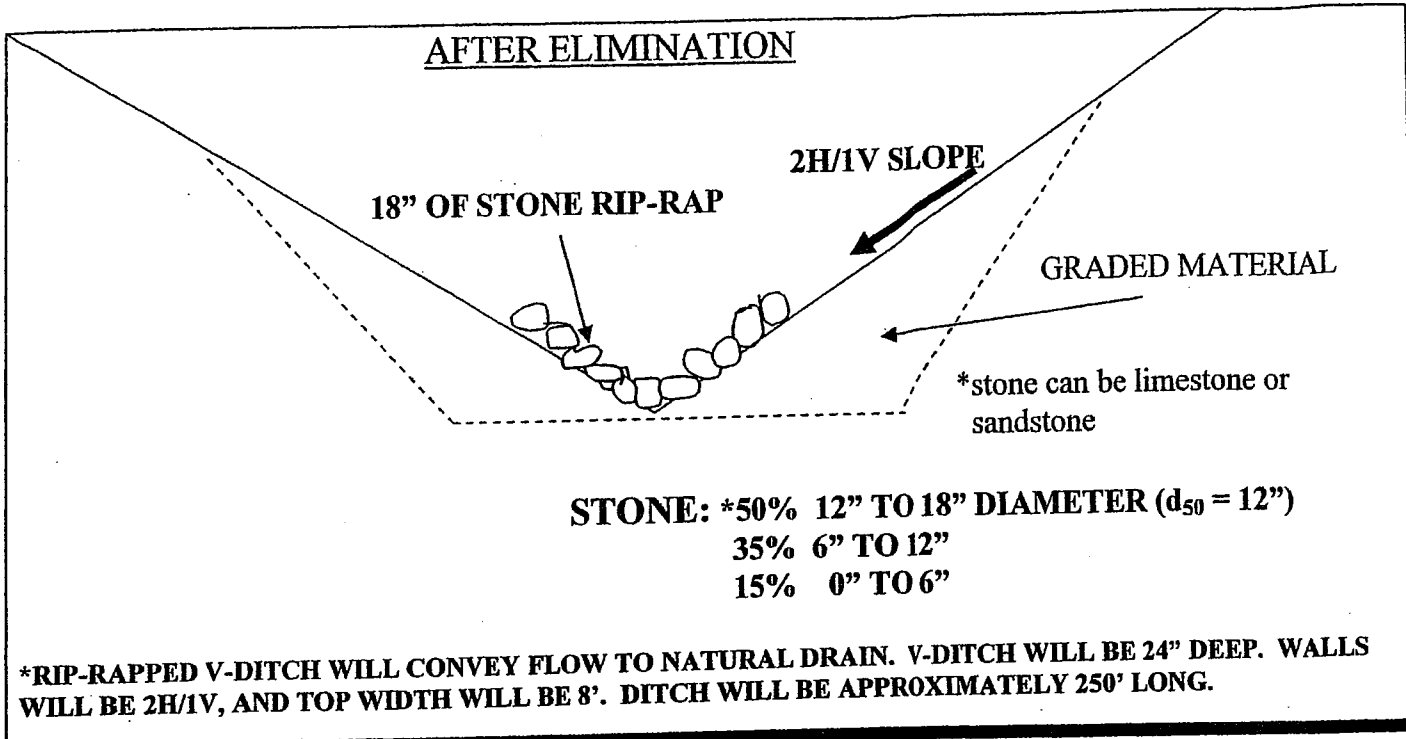
Flow to natural drain



OFFICE OF SPECIAL RECLAMATION	
POND #7 ELIMINATION	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

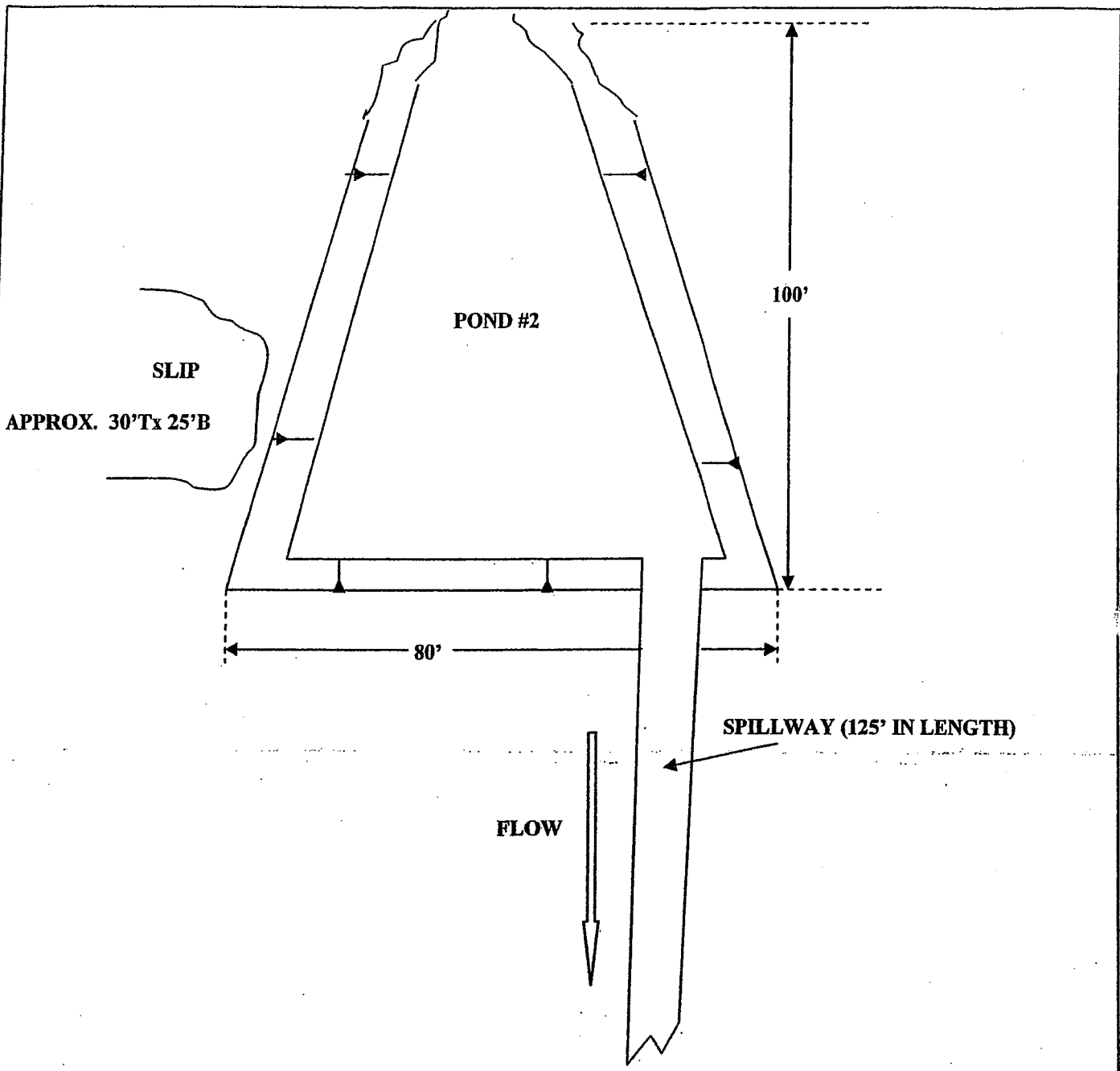
BUYER CB-23	REQ. OR PO NO DEP. 15059
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	



OFFICE OF SPECIAL RECLAMATION	
POND #7 ELIMINATION/DITCH	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

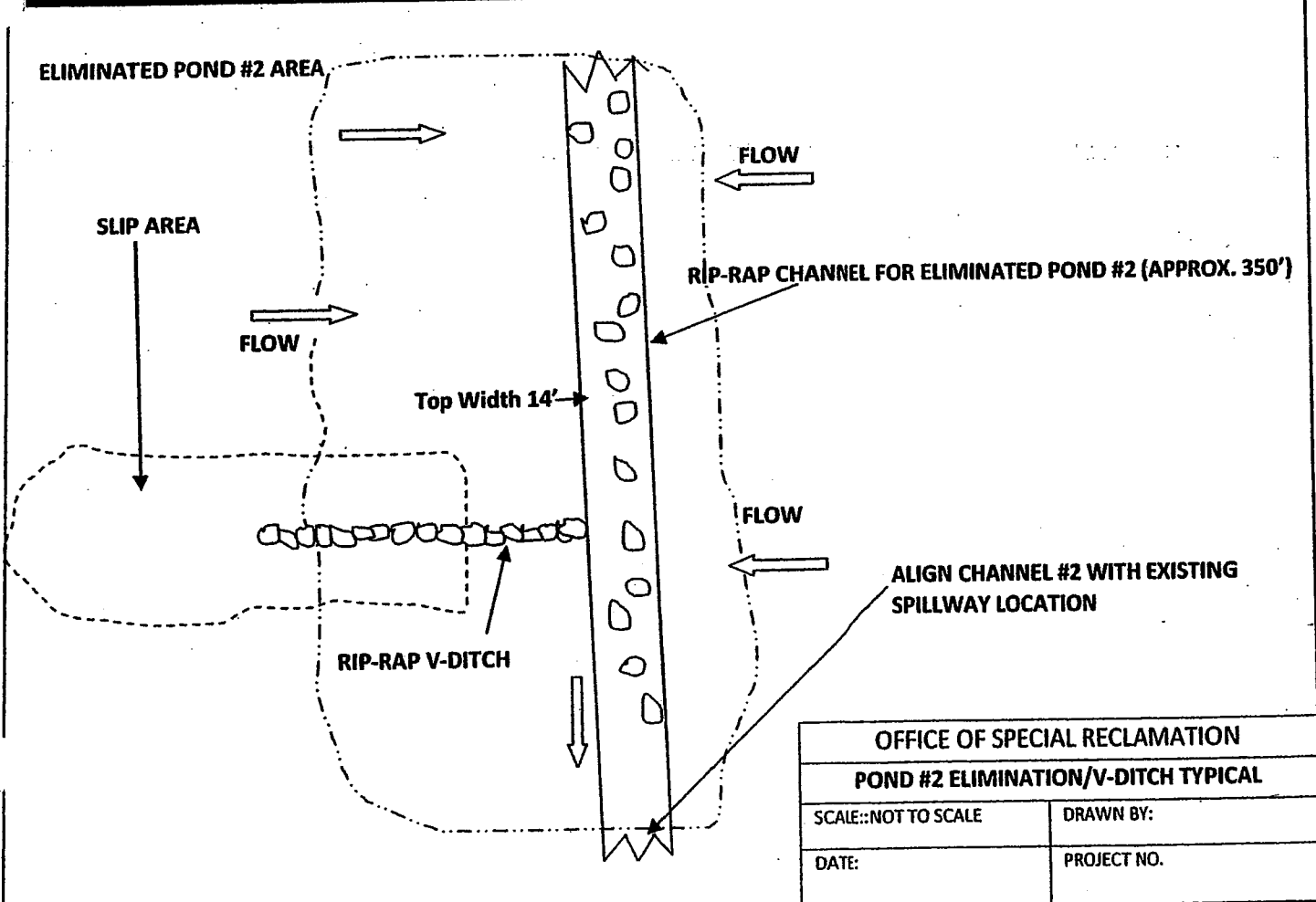
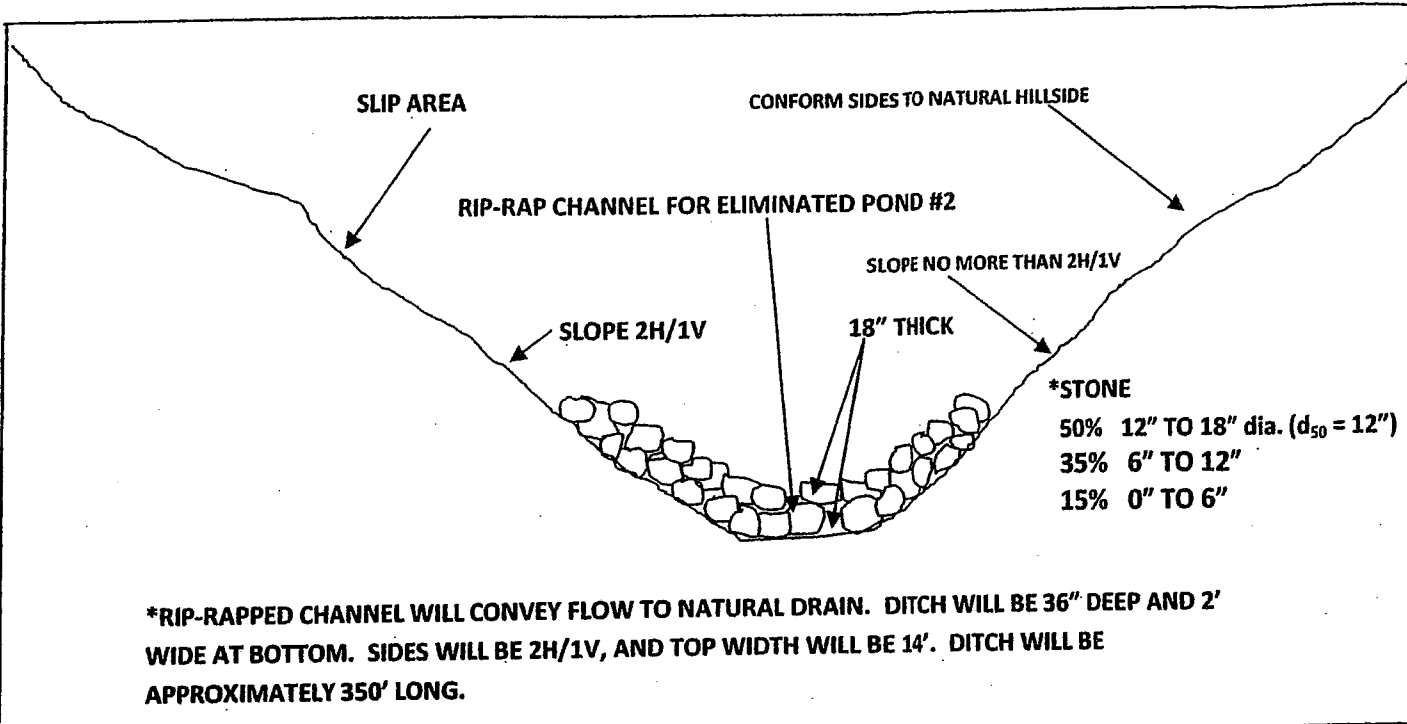
BUYER CB-23	REQ. OR PO NO DEP. 15059
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	



OFFICE OF SPECIAL RECLAMATION	
SITE PLAN/POND #2 AND SLIP	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

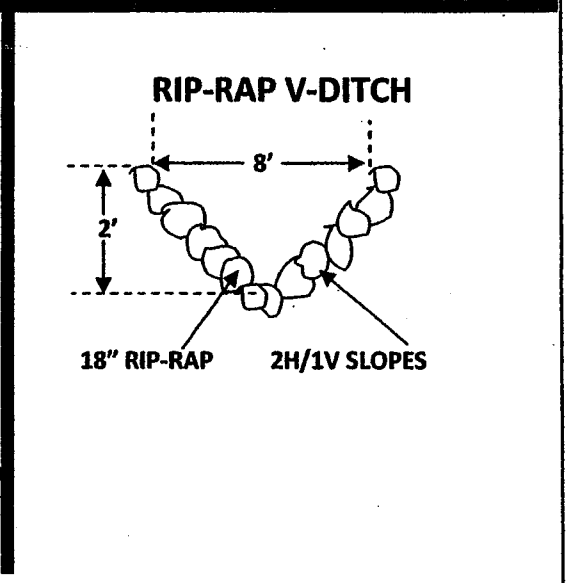
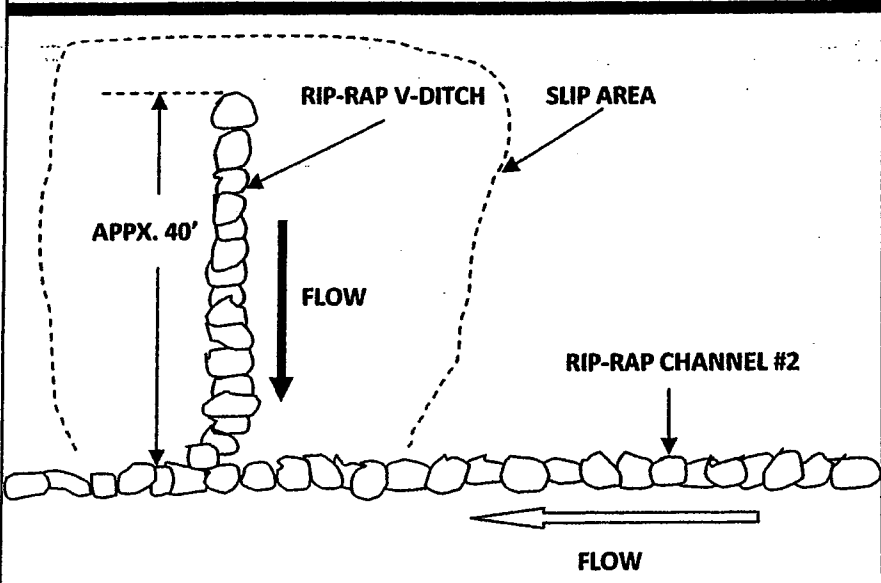
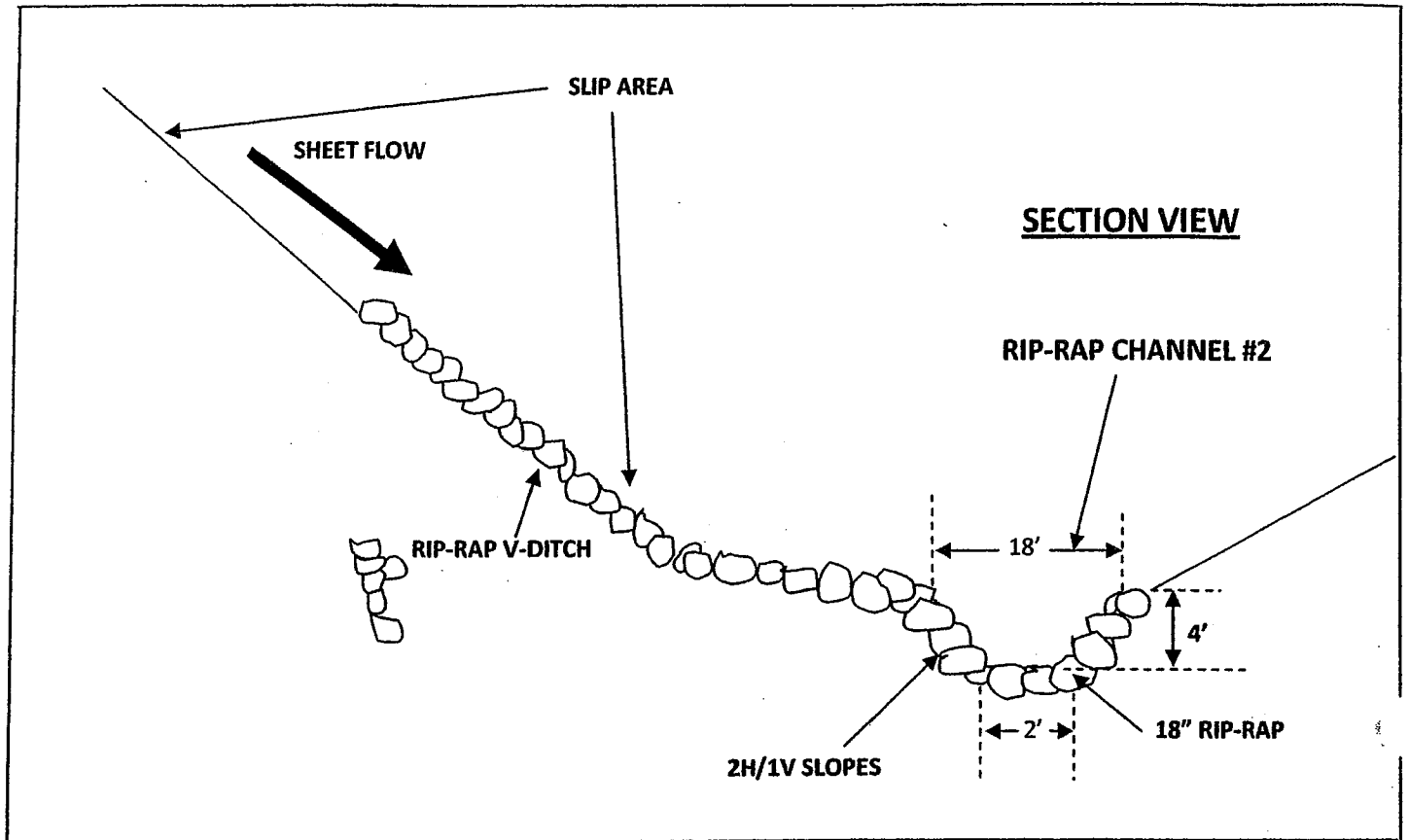
BUYER CB 23	REQ. OR PO. NO. DEP15059
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



OFFICE OF SPECIAL RECLAMATION	
POND #2 ELIMINATION/V-DITCH TYPICAL	
SCALE::NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO.

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

BUYER CB-23	REQ. OR PO. NO. DEP15059
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

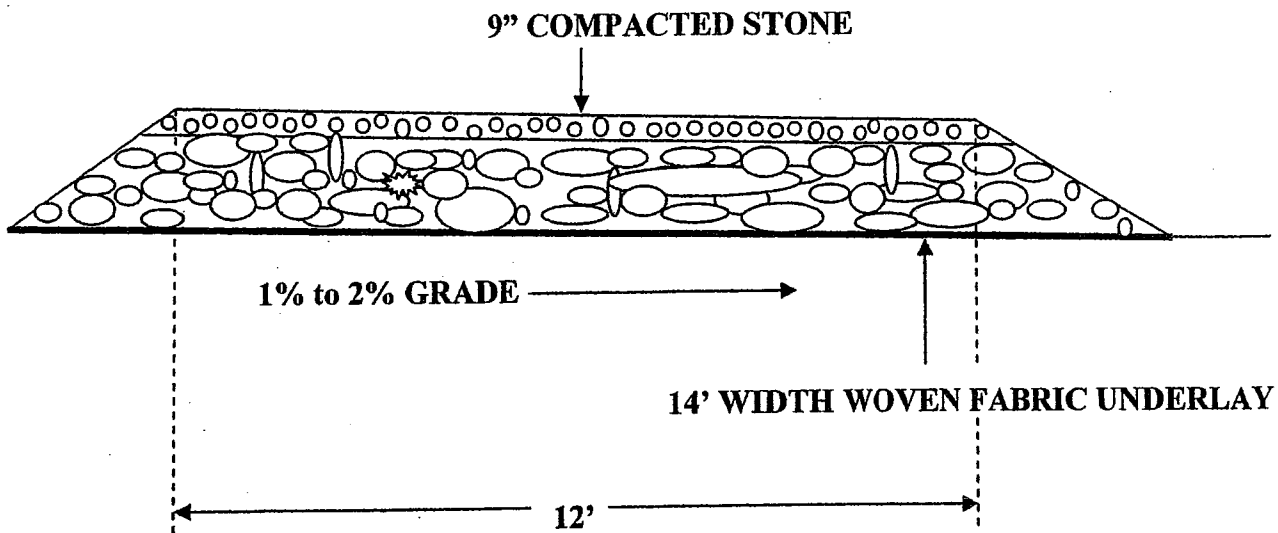


OFFICE OF SPECIAL RECLAMATION	
POND #2 CHANNEL/V-DITCH	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO.

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

BUYER CB-23	REQ. OR PO NO. DEP15859
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

Belva Coal Company S-41-80

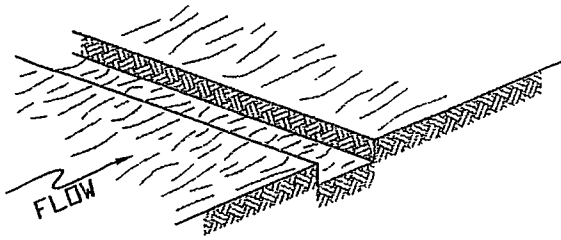


NOTE: Road shall be constructed of crushed limestone meeting the following size specifications:

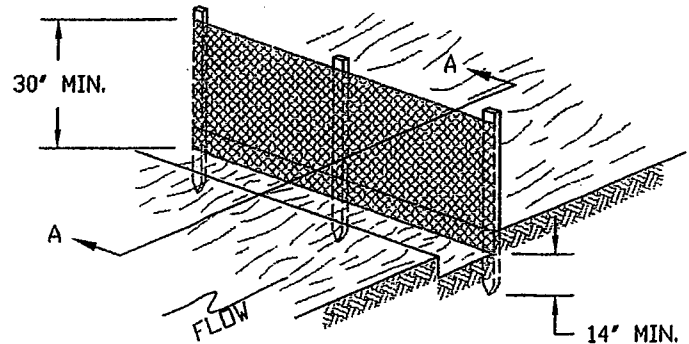
- Ten percent (10%) - 3.5" to 3",
- Twenty five percent (25%) - 3" to 2"
- The remaining sixty five percent (65%) - well graded at 2" to 3/4" to a total compacted depth of six inches (6").
(As Per DOH Size Number One (#1) Stone Specifications, compaction will be achieved by making 3 passes over stone with D-6 Dozer).
- The No. 1 stone shall then be covered with 1½ inch crusher run stone so that the surface is choked off and a three (3) inch minimum layer remains on top, for a total compacted thickness of nine (9) inches.

OFFICE OF SPECIAL RECLAMATION	
ACCESS ROAD #2	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23	REQ. or P.O. No. DEP15059
SILT FENCE INSTALLATION	

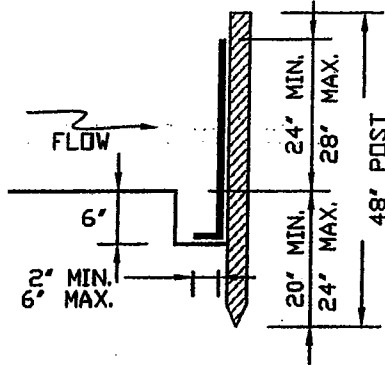


1. EXCAVATE 6" X 6" TRENCH

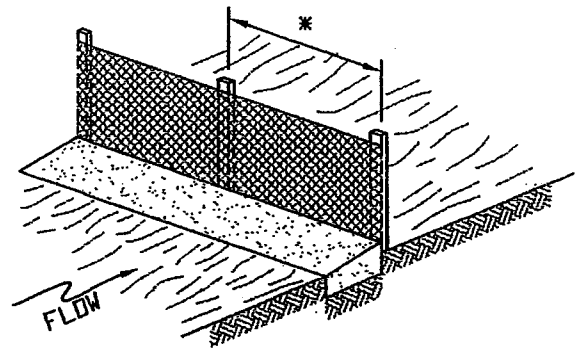


2. PLACE FENCE AT BACK EDGE OF TRENCH
(FABRIC FACING DIRECTION OF FLOW)

3. DRIVE POST UNTIL FABRIC REACHES BOTTOM OF TRENCH

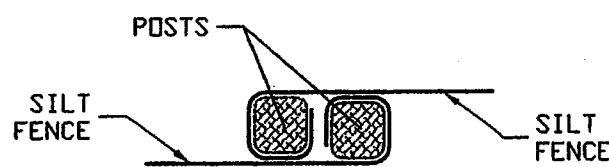


SECTION A-A



* SEE SPECIFICATIONS FOR
REQUIRED POST SPACING.

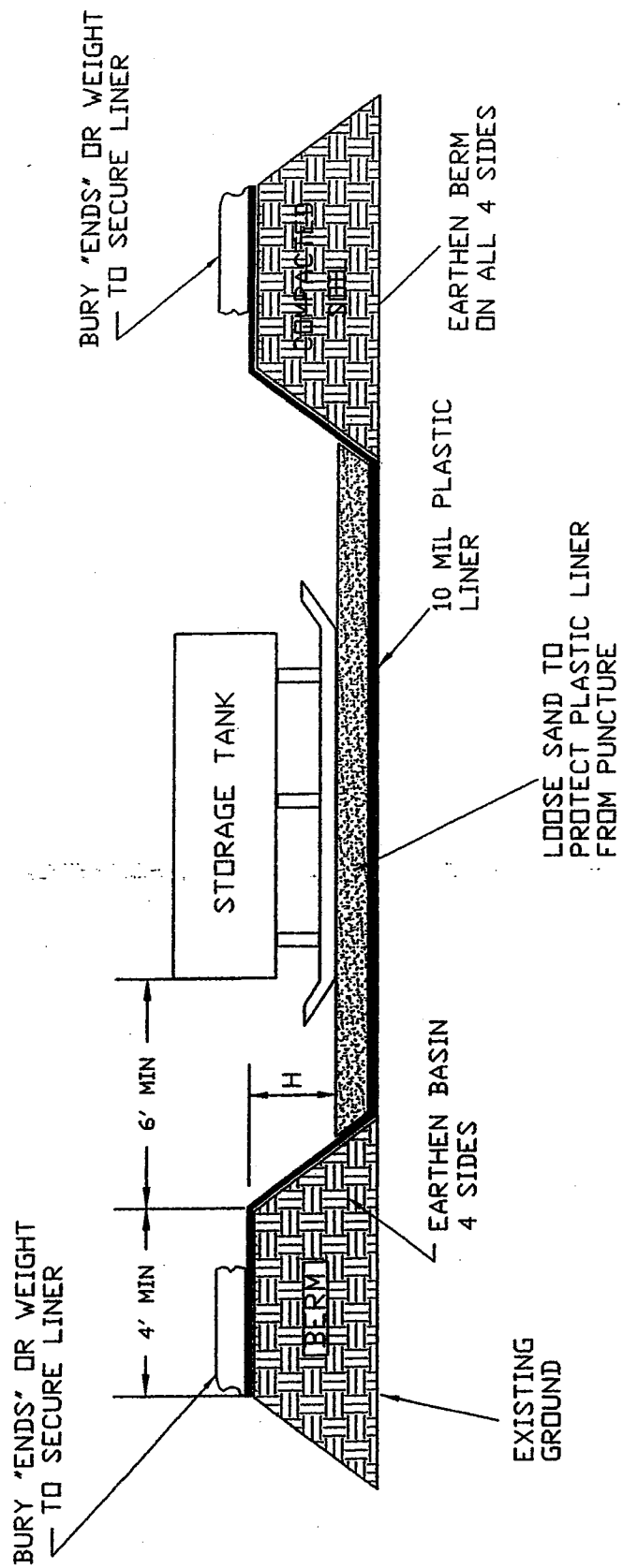
4. FILL TRENCH WITH EMBANKMENT & TAMP



JOINING TWO SILT FENCE
SECTIONS

NOTE: WHEN MORE THAN ONE ROLL OF SILT FENCE IS USED, THE FENCE AT THE JUNCTION MUST BE PLACED SO THAT THE LAST POST OF THE FIRST RUN & THE FIRST POST OF THE SECOND RUN OVERLAP & ARE TIED TOGETHER.

BUYER CB-23	REQ. or P.D. No. DEP15059
SPILL CONTAINMENT	



NOTES:

A 2" water removal drain shall be located at the lowest point in the bottom of the containment volume. It shall connect to a normally closed gate-valve outside the dike. The gate valve is manually operated and protected from unauthorized operation. Rainwater contained within this dike shall be examined prior to release to ensure that harmful quantities of fuels and lubricants are not discharged.

Alternate methods of water removal will be considered by WVDEP personnel for approval.

Constructed height (H) of earthen berm is to be two feet (2') minimum above sand or sufficient height to contain one hundred ten percent (110%) of the capacity of the tank(s) total volume, plus six inch (6") freeboard.

Tanks with intact built-in secondary containment may be used as an alternative.

Agency _____
REQ.P.O# _____

BID BOND

See Attached

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) 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

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
_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) 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 (M)

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 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 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 hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

Principal Corporate Seal

(R)

(Q)
(Name of Principal)
By (S)
(Must be President or Vice President)
(T)
Title

Surety Corporate Seal

(U)

(V)
(Name of Surety)

(W)
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Carpenter Reclamation, Inc
of PO Box 13015 Sissonville, WV 25360, 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 DEP15059, Belva Coal Corp in Logan County WV, 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 2nd day of May, 2011.

Principal Corporate Seal

Carpenter Reclamation
(Name of Principal)
By Kelley Carpenter
Kelley Carpenter (Must be President or Vice President)
President
(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, Beverly A Holstine, Kathryn K Arthur, Sheila Mc Cormick, 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 11th day of August, 2010.



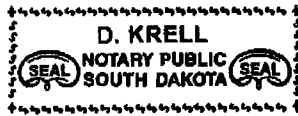
WESTERN SURETY COMPANY

Paul T. Bruffat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2010, before me personally came Paul T. Bruffat, 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, 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 hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of May, 2011.



WESTERN SURETY COMPANY

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.



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

STATE OF West Virginia
COUNTY OF Kanawha, TO-WIT:

I, Kelley Carpenter, after being first duly sworn, depose and state as follows:

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

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

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

Carpenter Reclamation Inc.
(Company Name)

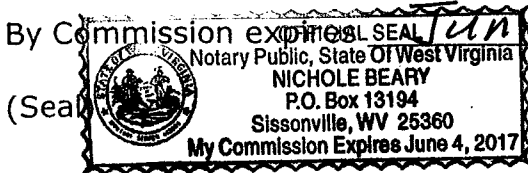
By: Kelley Carpenter

Title: President

Date: 6-8-11

Taken, subscribed and sworn to before me this 8 day of June, 2011

By Commission Expires June 4, 2017



Nichole Beary
(Notary Public)

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

RFQ No. DEP-15059

STATE OF WEST VIRGINIA
— — Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Carpenter Reclamation Inc.

Authorized Signature: Kelley Carpenter Date: 6-8-11

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 8 day of June, 20 11.

My Commission expires June 4, 20 17

AFFIX SEAL HERE

NOTARY PUBLIC Nichole Beary

