



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
DEP15497

PAGE
1

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

VENDOR
PRO CONTRACTING, INC.
315 RIVERSIDE DRIVE
P.O. BOX 2442
CLARKSBURG, WV 26302

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$863,143. ⁰⁰
RECLAMATION: WATER TREATMENT						
THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF BUFFALO COAL COMPANY, INC., NOW UNDER REVOKED PERMIT NUMBER(S) S-2006-86. THIS SITE CONSISTS OF APPROXIMATELY 13 ACRES AND IS LOCATED NEAR MOUNT STORM, WV IN GRANT COUNTY.						
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.						
A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 08/30/2011 @ 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.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFOR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-622-2400	DATE 10-5-11
TITLE Vice President	FEIN 263348227	ADDRESS CHANGES TO BE NOTED ABOVE

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

RECEIVED

2011 OCT -6 AM 8:55

WV PURCHASING
DIVISION

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).



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

DEP15497

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN
304-558-2157

PRO CONTRACTING, INC.
315 RIVERSIDE DRIVE
P.O. BOX 2442
CLARKSBURG, WV 26302

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE:

09/27/2011

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING 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: FROM DAVIS IN TUCKER COUNTY: TRAVEL NORTHEAST ON WV ROUTE 93 FOR APPROX. 14.5 MILES TO SR 42, TURN LEFT ONTO SR 42, TRAVEL APPROX. 4.4 MILES TO US ROUTE 50 AT MOUNT STORM. TURN LEFT ONTO US ROUTE 50, TRAVEL WEST APPROX. 3.9 MILES, TURN RIGHT ONTO GATED HAULROAD. CONTINUE APPROX. 2.5 MILES TO LOCATION OF PRE-BID MEETING AT OLD SHOP AREA.</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 PURCHASING AFFIDAVIT MUST BE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

304-622-2400

DATE

10-5-11

TITLE

Vice President

FEIN

06 3348227

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEP15497

PAGE
3

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

PRO CONTRACTING, INC.
315 RIVERSIDE DRIVE
P.O. BOX 2442
CLARKSBURG, WV 26302

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.						
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.						
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.						
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR GRANT COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)						
ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-622-2400	10-5-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	06 3348227	

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



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

Request for Quotation

RFQ NUMBER

DEP15497

PAGE

4

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN
304-558-2157

PRO CONTRACTING, INC.
315 RIVERSIDE DRIVE
P.O. BOX 2442
CLARKSBURG, WV 26302

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.						
() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.						
(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.						
() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.						
REV. 11/00						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

304-622-2400

DATE

10-5-11

TITLE

Vice President

FEIN

26 3348227

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEP15497

PAGE
5

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

VENDOR
PRO CONTRACTING, INC.
315 RIVERSIDE DRIVE
P.O. BOX 2442
CLARKSBURG, WV 26302

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE: CONTRACTORS NAME: Pro Contracting, Inc. CONTRACTORS LICENSE NO.: WV044670						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR 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.						
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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-622-2400	10-5-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	26 3348227	

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



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

Request for Quotation

RFQ NUMBER

DEP15497

PAGE

6

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN
304-558-2157

V
E
N
D
O
R

PRO CONTRACTING, INC.
315 RIVERSIDE DRIVE
P.O. BOX 2442
CLARKSBURG, WV 26302

S
H
I
P
T
O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE:

09/27/2011

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS						
1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,						
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.						
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.						
C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.						
2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFO NUMBER
DEP15497

PAGE
7

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

PRO CONTRACTING, INC.
315 RIVERSIDE DRIVE
P.O. BOX 2442
CLARKSBURG, WV 26302

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PRODUCTS IF:						
A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (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						
B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.						
3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.						
REV. 10/01/01						
EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS						
IN ACCORDANCE WITH WEST VIRGINIA CODE §-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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-622-2400	10-5-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	26 3348227	

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



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

Request for Quotation

REQ NUMBER
DEP15497

PAGE
8

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

VENDOR
PRO CONTRACTING, INC.
315 RIVERSIDE DRIVE
P.O. BOX 2442
CLARKSBURG, WV 26302

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QTY. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-600-2400	10-5-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	26 3348207	

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



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

Request for Quotation

RFQ NUMBER
DEP15497

PAGE
9

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

VENDOR
PRO CONTRACTING, INC. 315 RIVERSIDE DRIVE P.O. BOX 2442 CLARKSBURG, WV 26302

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:						
(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.						
(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.						
(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.						
REV. 11/96						
EXHIBIT 10						
DEP15497						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS :						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-622-2400	10-5-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	26 3348207	

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



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

Request for Quotation

REQ NUMBER
DEP15497

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN 804-558-2157

V E N D O R
PRO CONTRACTING, INC. 315 RIVERSIDE DRIVE P.O. BOX 2442 CLARKSBURG, WV 26302

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1	✓	9.21	11			
NO. 2						
NO. 3						
NO. 4						
NO. 5						

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

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.

.....SIGNATURE

.....Pro. Contracting, Inc.....COMPANY

.....10-5-11.....DATE

REV. 11/96

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
.....	304-622-2700	10-5-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	26 3348227	

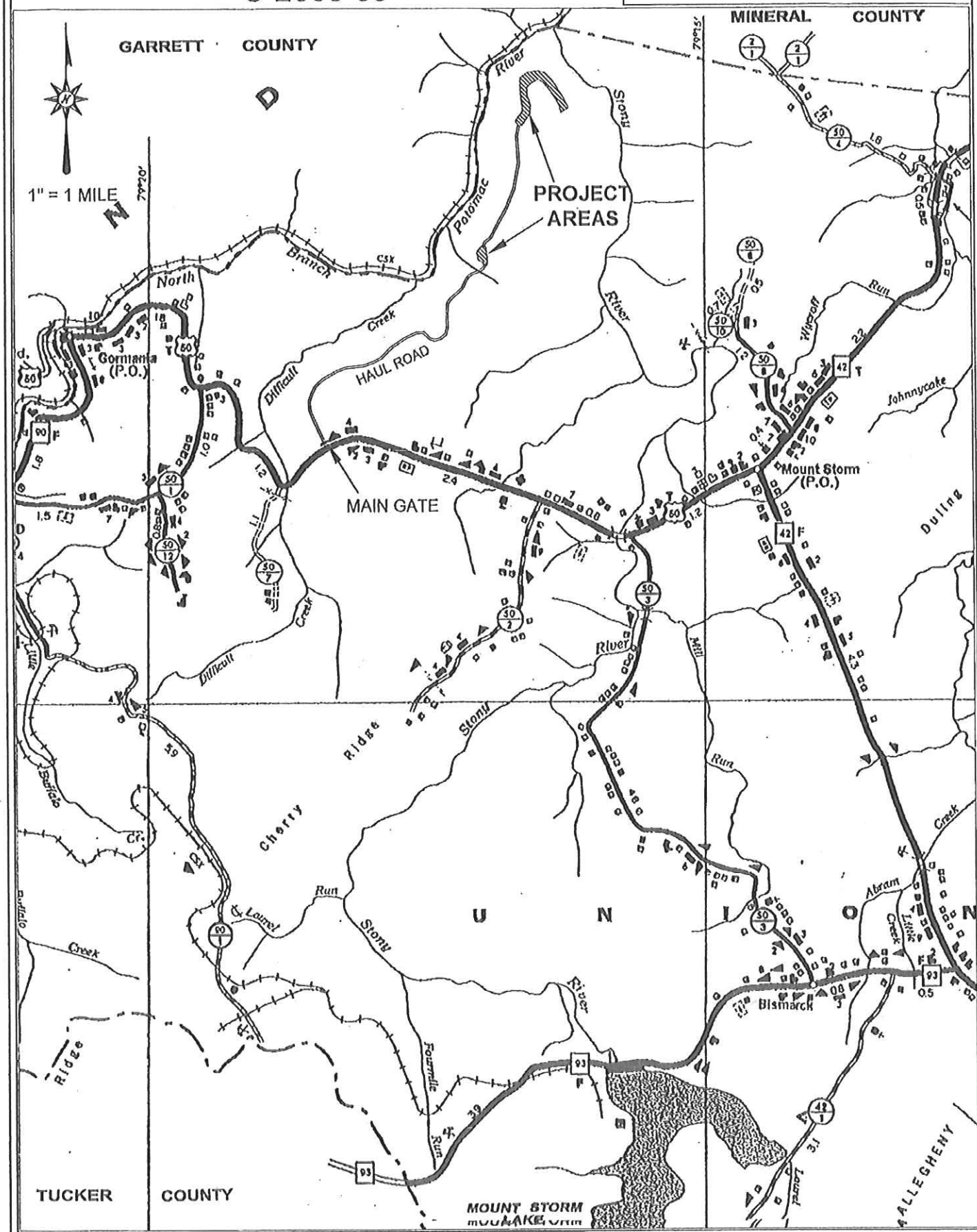
WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Buffalo Coal Corporation
S-2006-86

BUYER
CB-23

REQ. or P.O. No.
DEP15497

LOCATION MAP

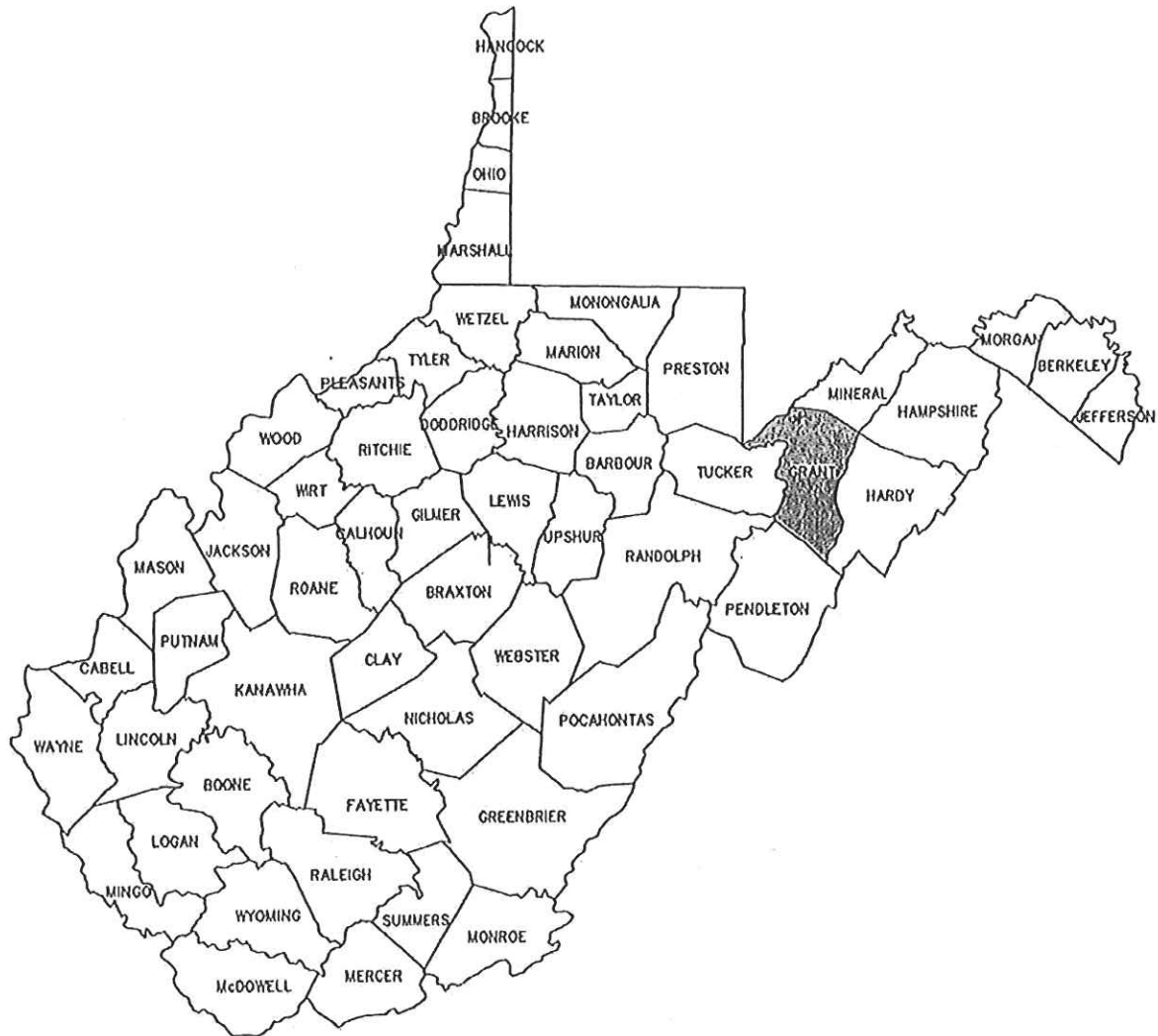


Buffalo Coal Corporation S-2006-86

BUYER
CB-23

REQ. or P.D. No.
DEP15497

DIRECTIONS TO SITE



Project Located in Grant County, WV:

From Gorman in Grant County:

Traveling east on U.S. Route 50, go approximately 3.4 miles, turn left onto gated haul road. Continue approximately 2.5 miles to location of pre-bid meeting at old shop area.

From Davis in Tucker County:

Traveling northeast on WV Route 93, continue approximately 14.5 miles to SR 42, turn left onto SR 42, travel approximately 4.4 miles to US Route 50 at Mount Storm. Turn left onto US Route 50, travel west approximately 3.9 miles, turn right onto gated haul road. Continue approximately 2.5 miles to location of pre-bid meeting at old shop area.

From Keyser in Mineral County:

From intersection of CR 220 and SR 46 in Keyser, travel south on U.S. Route 220 approximately 6.0 miles to intersection with US Route 50 at Mount Storm. Continue on US Route 50 approximately 19.3 miles. Turn right onto gated haul road. Continue approximately 2.5 miles to location of pre-bid meeting at old shop area.

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Buffalo Coal Company, Permit S-2006-86, and any disturbance associated with such operation. The General Performance Standards 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 main access road shall be developed in accordance with bid item #4.0. If, fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. Project sign is to be obtained and installed.
2. Storm water management in the form as described in bid item #5.0 shall be installed.
3. Concurrent and continuous reclamation / construction work shall begin as shown on the site plan and detailed in the Scope of Work. Backfill will be required for areas of excess spoil disposal as detailed in the specifications and as directed at the Pre-bid Conference. Regrading and topsoiling is required for ALL areas disturbed during the construction process. Revegetation and soil improvement is required for ALL areas disturbed during the construction process. 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. (Bid Item #3.0)
5. Primary access to the site will utilize the existing bonded haulroad on Vindex Energy, Inc. WV/Art 3 Permit O-2015-96. This haulroad will be maintained in its current condition throughout the life of project and will be repaired as necessary to its current condition prior to completion of the project, per bid item #4.0. The road will be inspected by the onsite DEP representative at the appropriate time and this item will be included and paid for in the last invoice submitted.

SITE ONE

6. Beginning on the outlet end of the existing 36-inch haulroad culvert, excavate down to intercept and cut off the 6" HDPE pipe (buried beneath the haulroad culvert). After clearing the pipe of debris and / or sediments, install a perforated riser on the discharge end of the cut pipe exiting from under the roadway. The pipe section remaining in place thru the ditch outslope berm will be grouted 100% full with a cement type grout and sealed such that leakage through the pipe and around the outside edges does not occur. Excavation, riser installation and grouting will be inclusive to one bid item, #6.0. See the attached plans and / or specifications.
7. The existing conveyance Ditch A from the road culvert area to the discharge into Pond #1 will be cleaned and reshaped using the existing rock as described in the attached specifications per bid item #7.0. The Ditch A reconstruction will be supplemented by placement of loosely distributed 2-1/2" limestone Crusher Run material. Approximately 450 LF of ditch will be reshaped and treated. Existing rip-rap will also be inspected and repaired as needed to achieve a final 18" thickness prior to application of the crusher run. All work and materials to complete the Ditch A reconstruction will be inclusive to one bid item. See

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

the attached plans and / or specifications.

8. Construct new access road 'A' beginning from the existing haulroad down to the pond #1 area. Access road location and construction details will be as shown in the attached plans and/or specifications. Access road construction and all materials will be per bid item #8.0.

9. Pond #1 will be cleaned out by excavation to a depth of 7 feet below the invert of the existing spillway. All vegetation, trees and / or other debris will be removed from within the impounding area. All roots and root balls will be excavated out. Rocks, boulders or other materials which protrude and interfere with liner and liner bedding installation will also be removed. Existing holes in the pond structure will be repaired by placing a one-foot layer of compacted clay soil throughout the pond impounding area, including to the top of the embankment. An additional six-inch layer of fine sand will be placed throughout the pond bottom for the final liner bedding. A 60-mil textured HDPE liner will be installed and keyed into all sides and inlet / discharge spillways. The finished pond construction must be demonstrated to not leak and to discharge water prior to invoicing. All excavation, clay soil and sand placement and work to complete this item will be per bid item #9.0. Liner installation will be per separate bid item #10.0. See the attached plans and / or specifications.

10. The existing outlet spillway from Pond #1 is to be cleaned of all vegetative materials, the spillway reshaped where required to achieve the minimum design dimension and adding an additional layer of three-inches (3") of 2-1/2" crusher run limestone to 'choke-off' the riprap for the full cross-section of the spillways, per bid item #9.1.

11. Fencing of the Site One project area will be required. Approximately 1,300 LF of 4 strand, 12 gauge barbed wire fencing will be utilized with heavy duty metal T-posts. Corners, braces and gate supports will be treated wood posts. T-posts, treated wood posts and metal cattle gates will be installed at the points designated in the attached plans and / or specifications. All fencing, posts, gates and installation will be inclusive to one bid item #11.0.

12. Concurrent regrading and topsoiling shall be performed during disposal of pond #1 cleanings, per bid item #12.0. All disturbed 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 areas. Also includes clearing and grubbing all vegetative cover within the entire disposal work area to bare ground. (see attached plans and/or specifications).

13. All disturbed areas within the Site One project area will be regraded and tracked and revegetated with seed, lime, fertilizer, and mulch per bid item #13.0, as detailed in the attached plans and / or specifications.

SITE TWO

14. Construct new site access roads B1, B2 and B3 per bid item #14.0. Roads B1 and B2 will be combined to form a continuous roadway thru the site to the end of Pond #2. Road B3 will be separate and provide access to the back side of the project area to the seep and Underdrain #2. Excess spoil generated by construction of access roads B1 and B2 will be hauled back and disposed of in the existing sediment cells (C1 thru C5) located along the new road B1. Placement of material will begin in C1 and progress

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

sequentially to C5. Material will be placed such that the cells are filled to capacity and eliminated as part of the construction process.

Each road will require differing construction specifications as detailed in the attached technical specifications and drawings. Each road will be considered a separate bid item and include all work and materials necessary to complete the work, including all work necessary for proper handling, disposal and compaction of excavated materials into cells C1 through C5.

Road B1 will begin at the existing haulroad and continue 1450 LF beside and above the existing sediment cells to the final discharge of sediment cell C5. Material excavated will be hauled back and utilized to fill in and reclaim the existing sediment cells (C1 through C5).

Road B2 will begin at the end of Road B1 and continue 900 LF to the end of the existing pond 2 area. Road B2 will cross an existing wet / seep area and require that the area be excavated and sandstone Underdrain #1 installed beneath the road. Excess material from this road construction will also be hauled back and utilized to reclaim existing sediment cells (C1 through C5) in a continuous and sequential fashion.

Road B3 will begin at the existing haulroad and will continue approximately 1200 LF to intersect with the seep excavation area. Road B3 will be a cut and fill type road and will include a vehicle turn around area. Materials generated during the roadway cut will be retained and included in the road construction.

15. Clean out the existing sediment control Pond #2 to an overall depth of five (5) vertical feet below the discharge elevation of the existing spillway per bid item #17.1. Pond #2 will be cleaned lengthwise from the discharge spillway to the location of the uppermost containment barrier #3 as shown on the attached plans and / or specifications. This item includes all work and materials necessary to complete the work, including all work necessary for proper handling, disposal and compaction of excavated materials into cells C1 through C5.

16. Dispose of all excavated road material, pond cleanings any other materials generated during execution of the project in the C1 thru C5 sediment cells, per bid items #14.0 and #17.1, by constructing small dirt dikes within the cells and placing material behind them to dewater. Material will be disposed of in a sequential manner and begin with C1 or the appropriate cell designated by the onsite WVDEP/OSR representative. As this material dries it may be covered by additional materials generated by further road construction. See the attached plans and/or specifications.

17. Construct three (3) containment barriers (#1, #2 and #3) with spillways within the cleaned out sediment control Pond #2 as shown in the attached plans and / or specifications. All work, materials and cost associated with these items will be inclusive to separate bid items, #17.2 and #17.4. See the attached plans and / or specifications.

18. The area between the constructed barriers #1 and #2 (Alkalinity Cell) is to be filled with three separate graded layers of limestone aggregate material to the level of the invert of the finished barrier spillways, per bid item #17.3

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

19. The existing outlet spillways from both sludge cell C5 and Pond #2 are to be cleaned of all vegetative materials, the spillways reshaped where required to achieve the minimum design dimension and adding an additional layer of three-inches (3") of 2-1/2" crusher run limestone to 'choke-off' the riprap for the full cross-section of the spillways, per bid item #17.5.

20. The existing seep at the northeast side of Site Two will be excavated and sandstone Underdrain #2 installed to convey seepage to Pond #2 via Ditch B2, per bid item #16.0. The existing outslope will not be undercut or disturbed during the excavation and / or grouting process. Beginning upgrade 50 LF from the seep located over the hill, Ditch B2 will be excavated to pavement in the seep area. The area will be cleaned to a 4-foot wide bottom depth. The excavation of Ditch B2 will continue downgrade toward Pond #2 approximately 450 LF at a 1% grade such that the final end of the excavation will daylight into Ditch B2. The excavated underdrain will be lined along the outer berm side with a synthetic liner with the bottom edge sealed with cementitious grout. Also, the opposite (inner) side of the ditch will be lined with a non-woven filter fabric and keyed into the bottom beneath the liner and grout. The top of the sandstone underdrain will be open to the surface. The excavated area will be filled in with sandstone per bid item #16.1. This underdrain will be trapezoidal shaped in final completion. See the attached plans and/or specifications.

21. Reconstruct Ditch B2 below the seep underdrain area by cleaning to the cross sectional area shown in the attached specifications. Apply additional 2-1/2" limestone crusher run material to the existing regraded sediment conveyance Ditch B2 surface area after reconstruction. This crusher run application will be from the back of the pond #2 cat-tail area and continue to the seep construction area. Limestone will be applied loosely. Approximately seventy five (75) tons will be required. Existing rip-rap will also be inspected and repaired as needed to achieve a final 18" thickness prior to application of the crusher run. Cleaning, haulage, repair, application and tonnage will be inclusive to one bid item, #15.0.

22. Concurrent regrading and topsoiling shall be performed during elimination of approximately fifteen hundred (1,500) linear feet of diversion ditch B1 (above seep) and sludge cells C1-C5, as necessary, per bid item #20.0. All ditch and cell 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 areas. Also includes clearing and grubbing all vegetative cover within the entire ditch and cell regrading work areas to bare ground. (see attached plans and/or specifications).

23. Fencing of the Site Two project area will be required. Approximately 6,000 LF of 4 strand, 12 gauge barbed wire fencing will be utilized with heavy duty metal T posts. Corners, braces and gate supports will be treated wood posts. T-posts, treated wood posts and metal cattle gates will be installed at the points designated in the attached plans and / or specifications. All fencing, posts, gates and installation will be inclusive to one bid item, #18.0.

24. All disturbed areas within the Site Two project area will be revegetated with seed, lime, fertilizer and mulch, per bid item #21.0, as detailed in the attached plans and / or specifications.

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

CERTIFICATION

BUFFALO COAL COMPANY
 PERMIT S-2006-86

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: 6/2/11

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.

PRO CONTRACTING INC.
P.O. BOX 2442
CLARKSBURG, WV 26302

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE PERMIT NAME: BUFFALO COAL COMPANY PERMIT NUMBER: S-2006-86				
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>42,000</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</u>
3.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% total bid for this permit)	LUMP SUM	\$ <u>28,000</u>
4.0	LUMP SUM	<u>MAIN HAULROAD/MAINTAINENCE</u>	LUMP SUM	\$ <u>35,000</u>
5.0.	<u>11,000</u> LF	<u>STORMWATER MANAGEMENT - SILT FENCE/HAYBALE DIKE</u> (Max. Bid \$5.00 per LF)	\$ <u>50</u> PER LF	\$ <u>5,500</u>
<u>SITE ONE</u>				
6.0	LUMP SUM	<u>PIPE EXCAVATION AND RISER</u>	LUMP SUM	\$ <u>37,500</u>
7.0	<u>125</u> TN	<u>EXISTING DITCH 'A' / CRUSHER RUN MATERIAL</u>	\$ <u>62</u> PER TON	\$ <u>7,750</u>
8.0	<u>230</u> LF	<u>CONSTRUCT NEW ACCESS ROAD 'A'</u>	\$ <u>35</u> PER LF	\$ <u>8,050</u>
9.0	LUMP SUM	<u>CLEAN OUT AND REPAIR EXISTING POND #1</u>	LUMP SUM	\$ <u>18,000</u>
9.1	<u>50</u> TN	<u>OUTLET SPILLWAYS - CRUSHER RUN</u>	\$ <u>26</u> PER TON	\$ <u>1,300</u>
10.0	LUMP SUM	<u>POND #1 LINER INSTALLATION</u>	LUMP SUM	\$ <u>67,200</u>
11.0	<u>1300</u> LF	<u>SITE ONE FENCING</u>	\$ <u>9</u> PER LF	\$ <u>11,700</u>

PRO CONTRACTING INC.
P.O. BOX 2442
CLARKSBURG, WV 26302

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
12.0	2.0 AC	<u>REGRAIDING AND TOPSOILING</u>	\$ 1500 ⁻ PER ACRE	\$ 3,000 ⁻
13.0		<u>REVEGETATION (SITE ONE)</u>		
13.1	2.0 AC	<u>AGRICULTURAL LIME</u>	\$ 250 ⁻ PER ACRE	\$ 500 ⁻
13.2	2.0 AC	<u>FERTILIZER</u>	\$ 500 ⁻ PER ACRE	\$ 1,000 ⁻
13.3	2.0 AC	<u>MULCH</u>	\$ 500 ⁻ PER ACRE	\$ 1,000 ⁻
13.4	2.0 AC	<u>VEGETATIVE SPECIES</u>	\$ 750 ⁻ PER ACRE	\$ 1,500 ⁻
		<u>SITE TWO</u>		
14.0		<u>ACCESS ROADS</u>		
14.1	1,450 LF	<u>CONSTRUCT ACCESS ROAD B1</u>	\$ 77 ⁵⁰ PER LF	\$ 112,375 ⁻
14.2	900 LF	<u>CONSTRUCT ACCESS ROAD B2</u>	\$ 166 ³⁸ PER LF	\$ 149,742 ⁻
14.3	1,200 LF	<u>CONSTRUCT ACCESS ROAD B3</u>	\$ 32 ⁵⁰ PER LF	\$ 39,000 ⁻
15.0	75 TN	<u>EXISTING DITCH 'B2' / CRUSHER RUN MATERIAL</u>	\$ 75 ⁻ PER TON	\$ 5,625 ⁻
16.0	LUMP SUM	<u>EXCAVATE EXISTING SEEP, INSTALL UNDERDRAIN #2</u>	LUMP SUM	\$ 40,000 ⁻
16.1	1,100 TN	<u>STONE FOR UNDERDRAIN #2</u>	\$ 26 ⁻ PER TON	\$ 28,600 ⁻
17.0		<u>EXISTING SEDIMENT CONTROL STRUCTURE #2</u>		
17.1	LUMP SUM	<u>CLEAN OUT AND REPAIR EXISTING POND #2</u>	LUMP SUM	\$ 30,000 ⁻

PRO CONTRACTING INC.
P.O. BOX 2442
CLARKSBURG, WV 26302

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
17.2	LUMP SUM	<u>CONSTRUCT ALKALINE CELL IN POND #2</u> <u>(BARRIERS 1 AND 2)</u>	LUMP SUM	\$ <u>85,000</u>
17.3	<u>1,600</u> TN	<u>ALKALINE ADDITION TO POND 2 CELL</u>	\$ <u>12</u> PER TON	\$ <u>19,200</u>
17.4	LUMP SUM	<u>CONSTRUCT BARRIER 3</u>	LUMP SUM	\$ <u>2500</u>
17.5	<u>150</u> TN	<u>OUTLET SPILLWAYS - CRUSHER RUN</u>	\$ <u>45</u> PER TON	\$ <u>6,750</u>
18.0	<u>6,000</u> LF	<u>SITE TWO FENCING</u>	\$ <u>10</u> PER LF	\$ <u>60,000</u>
19.0	<u>1,500</u> LF	<u>ELIMINATE DITCH 'B1'</u>	\$ <u>10</u> PER LF	\$ <u>15,000</u>
20.0	<u>10.0</u> AC	<u>REGRADING AND TOPSOILING</u>	\$ <u>1500</u> PER ACRE	\$ <u>15,000</u>
21.0		REVEGETATION (SITE TWO)		
21.1	<u>11.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>300</u> PER ACRE	\$ <u>3300</u>
21.2	<u>11.0</u> AC	<u>FERTILIZER</u>	\$ <u>400</u> PER ACRE	\$ <u>4400</u>
21.3	<u>11.0</u> AC	<u>MULCH</u>	\$ <u>500</u> PER ACRE	\$ <u>5500</u>
21.4	<u>11.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>650</u> PER ACRE	\$ <u>7150</u>
22.0	<u>2500</u> TN	<u>INCIDENTAL STONE</u>	\$ <u>10</u> PER TN	\$ <u>25000</u>
		PERMIT TOTAL		\$ <u>863,143.00</u>

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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).

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 at the expense of the Contractor. 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 WVDEP designated onsite representative if acceptable results can be shown. Fuel tanks manufactured with secondary containment are desirable. Minimum secondary containment volume is 110 percent. See attached plans. (Bid limited to \$1,000.00 maximum.)

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

3.0 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 completed project layout. 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 WVDEP representative for clarification. Minor adjustments to suit field conditions are anticipated and it shall be the responsibility of the WVDEP representative to make decisions regarding adjustments.

B(5). The Contractor shall survey cross-sections and/or profiles in areas of excavation and backfilling as necessary to permit accurate determination of finished project layout. The locations and spacing of cross-sections and profiles shall be as approved or as directed by the WVDEP representative. Cross-sections and profiles shall be surveyed at the completion of excavation and backfilling.

B(6). The Contractor shall furnish a copy of his survey records for the WVDEP representative 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 WVDEP representative 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.

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

4.0 MAIN HAULROAD / MAINTAINENCE

The existing haulroad is currently a bonded haulroad WV Art 3 Permit O-2015-96. It is inspected by the WVDEP / DMR Philippi I&E Staff. The current compliance standards must be met at all times during the construction process. The contractor shall maintain the haulroad/ during the reclamation process to provide access on a well drained surface. Ruts and potholes created by the construction project shall be repaired / eliminated. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item. Additional surfacing stone shall be provided as needed to maintain the required performance level.

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.

5.0 STORMWATER MANAGEMENT - SILT FENCE AND HAYBALE DIKE

Disturbed areas which have storm water runoff and do not pass through a sediment control structure or other areas where excess sedimentation is to be controlled 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.)

The drawings and specifications are prepared with all sediment controls anticipated to keep the project within the requirements of the approved plan. However, any adjustments needed to be made to this plan during the execution of this project in order to maintain, at a minimum, compliance with said permit shall be the Contractor's responsibility and expense at no additional cost to WVDEP. Any adjustments to the sediment controls described herein will be at the discretion and prior approval of the WVDEP on-site representative.

This item has a Maximum Bid of \$5.00/LF of silt fence and hay bale material installed on site.

CONSTRUCTION - Approximately 11,000 LF of silt fence and hay bale dike are proposed for this project, as shown on the attached site plan. Construction of all sediment controls shall comply with the following:

1. Silt fence shall be utilized on perimeter barriers and internally as shown on the plans. Silt fence shall be properly removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. Silt fence shall be installed per the manufacturer's recommendations. See the attached drawing for further details.
2. Silt fence shall be placed on the contour. On slopes with grades greater than seven (7%) percent, the silt fence should be located at least five (5) to seven (7) feet beyond the base. Turn the ends of the silt fence upslope so that a certain depth of storm water may be retained in front of the silt

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

fence. The impounded depth should be at least twelve (12) inches, but no more than the height of the silt fence. Hay bale dike shall be staked in place at the end of the row of silt fence as an emergency overflow. This will allow detained water, exceeding the capacity of the silt fence, to be filtered and released quickly. Silt fence shall not be installed in streams or swales or in any area where there is a reasonable chance of concentrated flow. In areas where concentrated flows can be expected, use haybale dike with the construction of sumps. **The bottom edge of silt fence shall be entrenched and backfilled.**

3. The silt fence should be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter cloth should be spliced together only at a supporting post, with a minimum six (6) inch overlap and securely sealed. See Silt Fence Details and installation requirements. Payment for silt fence will be per linear foot installed. Cost of the silt fence shall include the removal from the project upon stabilization and permanent vegetation being established.
4. Rock filtered outlets are to be placed in the silt fencing as needed to control areas exhibiting concentrated flows to prevent breaching of the fence. Outlets are to be placed at locations per direction of the DEP on-site representative. See attached detail 'Rock Filter Outlets'.
5. Hay bales shall be utilized on internal areas, as a supplement to silt fencing, to control areas where excess runoff may create excessive erosion and instability, per the direction of the DEP on-site representative. 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.
6. Bales shall be securely anchored in place by stakes driven through the bales. NO REBAR shall be used to anchor bales. Stakes 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 the adjacent previously laid bale to force the bales together. See attached drawing for additional details.
7. Construction of sediment control sumps before culvert inlets and/or rock check dams in ditch lines (see attached drawing) may become necessary to supplement the silt fence and hay bale dikes. These items shall be installed as shown on the attached plans and at other determined locations upon request of the WVDEP designated onsite representative. Sumps and rock check dams shall be incidental to this bid item.

INSPECTION - Inspect all erosion and sediment controls before anticipated storm events (or series of storm events such as intermittent showers over one or more days) and within twenty-four (24) hours after the end of a storm event greater than 0.5 inches per 24-hour period, and at least once every seven (7) calendar days. Where sites have been finally or temporarily stabilized, such inspection may be conducted only once per month.

MAINTENANCE - Sediment should be removed once it has accumulated to one-half (1/2) the original height of the barrier or one-half (1/2) the sediment capacity of any particular control structure. Filter fabric should be replaced whenever it has deteriorated to such an extent that the effectiveness of the fabric is reduced (approximately six (6) months). Silt fence should remain in place until disturbed areas have been permanently stabilized. All sediment accumulated at the fence should be removed and properly disposed of

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

before the fence is removed.

PAYMENT – Payment will be by the linear foot installed. Price of the silt fence and hay bales shall include the removal of all such materials from the project upon stabilization and permanent vegetation being established, per direction of the DEP on-site representative.

6.0 PIPE EXCAVATION AND RISER

An existing 6-inch HDPE pipe currently discharges at a point downslope from the existing haul road culvert as shown on the plans. Beginning at the outlet end of the existing 36-inch haulroad culvert, excavate down to intercept and cut off the 6" HDPE pipe (buried beneath the haulroad culvert). Install a perforated riser on the inlet end of the HDPE pipe after clearing the pipe of debris and / or sediments. The pipe section remaining in place thru the ditch outslope berm will be grouted 100% full with a cement type grout and sealed such that leakage through the pipe and around the outside edges does not occur. (See attached drawing). Excavation, riser installation and grouting will be inclusive to this bid item.

7.0 EXISTING DITCH 'A' / CRUSHER RUN MATERIAL

The existing ditch between the road culvert and Pond #1 inlet was previously installed and rip-rapped. This work includes cleaning out the ditch of all vegetative materials, reshaping the ditch where required to achieve the minimum design dimension and adding additional limestone rip-rap where required to provide a total of eighteen-inches (18") of final thickness. Also, an additional layer of three-inches (3") of 2-½" crusher run limestone shall be added to 'choke-off' the riprap to the top of the ditch.

Rip-rap shall be a well-graded mixture of durable limestone rock placed in a 1.5 foot thick blanket. The mixture ranges in size from 3-inches minimum to 15-inches maximum diameter. The mixture shall have a d_{50} of 9 inches with no more than 10% of weight less than 3 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).

8.0 CONSTRUCT NEW ACCESS ROAD 'A'

This required road will be approximately 250 LF and provide access from the existing road, which adjoins the bonded haulroad, down to the pond location. General specifications and accompanying plans show the details of the construction of the road. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work. This access road will be one bid item.

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 DEP on site representative. 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.

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

ROAD CONSTRUCTION

Suitable foundation material shall be left in place after rough cutting road grade or other additional material placed where needed 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 (TYPAR 3401, Mirafi 500X, or equivalent) shall be placed over the completed foundation and covered with a six (6) inch minimum layer of No. 1 limestone (3½ to 1½ inches). The No. 1 stone shall then be covered with 1½ inch crusher run limestone so that the surface is choked off and a three (3) inch minimum layer remains on top.

The completed road shall have a minimum width of twelve (12) feet and the surface shall be crowned and sloped to both sides a minimum of 24-horizontal to 1 vertical. A roadside drainage ditch shall be established along the hillside of the road, and shall be free draining to any culverts crossing under the road. The ditch shall be vegetated and constructed as indicated in the attached drawings.

Payment will be made as specified in the bid items on a Linear Foot rate. All materials, labor and equipment necessary to construct the required access road will be included in the LF rate.

9.0 CLEANOUT AND REPAIR EXISTING POND 1

The existing pond will be cleaned throughout to a seven (7) vertical feet depth below the discharge elevation of the existing spillway. Side walls of the finished cleaned pond will be no steeper than 2H: 1V. All vegetation, trees and / or other debris will be removed from within the impounding area. All roots and root balls will be excavated out. Rocks, boulders or other materials which protrude and interfere with liner and liner bedding installation will also be removed. Existing holes in the pond structure will be repaired by placing a one foot layer of compacted clay soil throughout the pond impounding area, including to the top of the embankment. An additional six-inch layer of fine sand will be placed throughout the pond bottom for the final liner bedding. A 60-mil textured HDPE liner will be installed per manufacturer's recommendations and keyed into all sides and inlet / discharge spillways. The finished pond construction must be demonstrated to not leak and to discharge water prior to invoicing. (See Item 10.0).

All pond cleaning materials will be disposed of along the outside of the existing embankment in a fashion per direction of the DEP on-site representative and per the attached drawing. Under the supervision and direction of the onsite DEP representative, the pond cleanings may be covered with other excess spoil materials from access road / other construction as needed. The completed pond must be demonstrated to the onsite DEP representative to be capable of containing water and discharging prior to invoicing and payment. Accompanying plans show the details of pond construction. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work. Pond clean out and reconstruction will be one bid item.

9.1 OUTLET SPILLWAY – CRUSHER RUN

The existing outlet spillway from Pond #1 was previously rip-rapped. This work includes cleaning out the spillway of all vegetative materials, reshaping the spillway where required to achieve the minimum design dimension and adding an additional layer of three-inches (3") of 2½" crusher run limestone to 'choke-off' the

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

riprap for the full cross-section of the spillway.

10.0 POND #1 LINER INSTALLATION

The liner will be textured HDPE "Polyflex" Liner with a sixty (60) mil thickness or equivalent that will be fused on site and not leak. Handling and installation shall be per the manufacturer's recommendations. The liner shall cover the entire inside of the pond, and will be anchored in at the top of the embankment and beneath the inlet rip-rap (Ditch A) and outlet spillway rip-rap to allow no water to flow underneath.

11.0 SITE ONE FENCING

Fencing of the Site One project area is to provide limited access and security to the sediment pond structure. The fencing will consist of 4 strand, 12 gauge barbed wire fencing utilized with heavy duty metal T posts. Corners, braces and gate supports will be treated wood posts. T-posts, treated wood posts and metal cattle gates will be installed at the points designated in the attached plans. All fencing, posts, gates and installation will be inclusive to this bid item.

The gates shall be one (1) 10 ft. wide, two (2) inch diameter heavy-duty pipe gate or equivalent. Gate shall be hot-dipped galvanized as per ASTM A153 specifications for zinc coating (hot dip) on iron and steel hardware. Gate shall be painted. Preferred colors are green or tan. Provide a lockable latch, which includes protection for the lock. All hardware and/or accessories necessary for installation of gate shall be part of this lump sum bid price. Gate shall be located in area delineated by the DEP onsite representative.

Payment shall be made at the completion of installation and acceptance by the DEP.

12.0 REGRADING AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall distribute topsoil or the best available material to support vegetation, as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner. This item shall include the grading of spoil and/or fill materials. Also includes clearing and grubbing all vegetative cover within the entire disposal work area to bare ground. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track, with cleats parallel to the contour. Material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. 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 REVEGETATION (SITE ONE)

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. Final payment of these bid items shall be contingent upon receipt of final surveyed acreage, and verification of quantity of the specified materials by certified weight tickets and/or receipts. 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

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

contours. Agricultural lime shall be applied at the rate specified herein 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 repaired and revegetated by the Contractor at no additional 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 re-tracking/scarification to eliminate rills and gullies shall be mobilized and utilized to produce slopes consistent with the REGRADING and TOPSOILING bid items prior to warranty reseeding. No additional payment will be made by WVDEP for this warranty work.

MATERIALS REQUIRED:

13.1 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

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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 3.0 tons/acre.

13.2 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.

13.3 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

13.4 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.

<u>VEGETATIVE SPECIES</u> ¹	<u>RATE/ACRE</u> ¹
Orchard Grass	@ 15 lbs/acre
Birdsfoot Trefoil ²	@ 15 lbs/acre
Yellow Sweet Clover	@ 5 lbs/acre
Red Clover	@ 10 lbs/acre
Perennial Ryegrass	@ 15 lbs/acre
Foxtail Millet ³	@ 12 lbs/acre
Wheat or Rye ⁴	@ 50 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 Spring mix.

⁴ Fall mix.

14.0 ACCESS ROADS

These roads will be cut along the toe area of the existing backfill slopes and provide access from the

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

existing bonded haul road to the various project areas. General specifications and accompanying plans show the details of the construction of the road. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work. The access roads will comprise three separate bid items.

ROAD CONSTRUCTION

Suitable foundation material shall be left in place after rough cutting road grade or other additional material placed where needed 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.

ROADSIDE DITCHING

The total length of roadside ditch shall be along the entire length of the road. A roadside drainage ditch shall be established along the upslope side of the road, and shall be free draining to any culverts crossing under the road. The ditch shall be vegetated and constructed as indicated in the drawings.

FILTER FABRIC (ROAD FOUNDATION)

Engineering fabric for road construction shall be of the woven type and consists of a pervious sheet of polymeric fibers oriented into a stable network such that the fibers retain their relative positions with respect to each other. The fabric shall be mildew and rot resistant, and shall be free of any treatment or coating which might detrimentally alter its physical properties. The fabric, including the edges or the ends of the rolls, shall be protected during shipment and storage from ultra violet rays, temperature greater than 140° F and contaminants such as mud, dust, etc.

The engineering fabric for separation may be the woven type meeting the following requirements:

<u>PROPERTY</u>	<u>MINIMUM REQUIRED VALUE</u>	<u>TEST METHOD</u>
Permeability	1 x 10 ² cm/sec	AH, 20 cm. to 10 cm.
Equivalent Opening Size ²	#50 U.S. Std. Sieve	COE CW-02215
Grab Tensile Strength ³	100 lbs.	ASTM D-1682
Grad Tensile Elongation ³	30%	ASTM D-1682
Puncture Strength ⁴	35 lbs.	ASTM D-3787
Burst Strength	130 psi	ASTM D-3786
Trapezoid Tear	35 lbs.	ASTM D-1117

1. All numerical values represent minimum average roll values (i.e., any roll in a lot shall meet or exceed the minimum value in the table)
2. No greater opening than a #50 U.S. Sieve.
3. Minimum in weakest principal direction.
4. Tension testing machine with ring clamp, steel ball replaced with 5/16 inch diameter solid steel cylinder with either a flat or hemispherical tip centered within the ring clamp.

Filter Fabric (Typar 3401, Mirafi 500X, or equivalent) shall be placed over the completed foundation and covered with a six (6) inch minimum layer of No. 1 limestone (3½ to 1½ inches). The No. 1 stone shall then be covered with 1½ inch crusher run limestone so that the surface is choked off and a three (3) inch

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

minimum layer remains on top.

The completed roads shall have a minimum width as described below and the surface shall be crowned and sloped to both sides a minimum of 24-horizontal to 1 vertical. A roadside drainage ditch shall be established along the hillside of the road, and shall be free draining to any culverts crossing under the road. The ditch shall be vegetated and constructed as indicated in the attached drawings.

Payment shall be for completed length of road, and shall include any truck turn-around areas, which shall be paid as length of road. Any turn-around area locations shall be designated by the DEP on-site representative. Payment will be made as specified in the bid items on a Linear Foot rate. All materials, labor and equipment necessary to construct the required access road and spoil disposal will be included in the LF rate.

DISPOSAL CELLS C1 THROUGH C5

The cell disposal areas shall contain spoil material excavated from the access road construction, pond sediments or any other materials generated during execution of the project. Fill materials to be used in any area of an embankment shall be free from excessive moisture, trash, debris, stumps, trees, frozen soil, organic material, or any otherwise foreign or objectionable material.

Vegetation will be cleared in each fill area prior to its construction. Before initial spoil placement commences, the existing ground surface shall be cleared of all trees, brush, and organic material. Topsoil will be removed from the critical foundation area. This soil may be stockpiled for future use or distributed directly on completed embankment slopes to aid in establishing vegetation.

Material placement consists of performing all operations in connection with the placing of all materials in fill areas (to include drying, mixing, surface preparation, spreading and compaction) to the lines and grades shown on the Drawings. Material shall be placed in approximately horizontal lifts extending the entire length and width of the area. The material shall be placed in maximum two (2) foot layers and compacted with at least one complete passing of the haulage and/or dozing equipment available on site.

Backfilled areas shall be free of protruding rock and debris. The maximum slope of any backfill face shall not be steeper than two (2) horizontal to one (1) vertical, unless otherwise stated. Soil cover on the outslopes will be sufficiently compacted to prevent sloughing but not so compact as to inhibit vegetative growth.

14.1 CONSTRUCT ACCESS ROAD B1

This access road will be approximately 1450 linear feet and shall have a minimum width of sixteen (16) feet. The road will begin by intersecting with the existing haul road and travel down slope at a maximum grade of 5% to an elevation consistent with the existing sediment cells. The roadway will then continue northward at the same grade and approximate elevation of the existing sediment cells (proposed cells C1 through C5) and around the existing regraded slope to the final discharge outlet location. This roadway will be cut into the slope throughout and excavated materials will be hauled back to fill and eliminate the existing sediment cells behind the roadway construction. Accompanying plans show the details of the construction of the road. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work, including grading, spoil disposal, fabric, surfacing, ditching and culverts.

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

14.2 CONSTRUCT ACCESS ROAD B2

This access road will be approximately 900 linear feet and shall have a minimum width of sixteen (16) feet. The road will begin at the discharge spillway for the sediment cells and existing pond. It will tie into and continue from the Access Road B1 construction. This roadway will travel along the inside perimeter of the existing Pond #2 and provide access for pond cleaning and re-construction and future site maintenance.

This roadway will cross an existing wet / seep area into the existing Pond #2 and will require special construction in this area (rock underdrain #1) to allow water to freely drain under new roadway while assuring long term road stability and function. Excavated materials will be hauled back to fill and eliminate the existing sediment cells along the Access Road B1 area. General specifications and accompanying plans show the details of the construction of the road and underdrain. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work, including grading, spoil disposal, fabric, surfacing, ditching, culverts and underdrain.

FILTER FABRIC (UNDERDRAIN)

The underdrain will be lined with a non-woven fabric (Tygar 3401 or equivalent) and installed per manufacturer's specifications. The engineering fabric for subsurface drainage shall be the nonwoven type meeting the following requirements:

PROPERTY	MINIMUM REQUIRED VALUE	TEST METHOD
Permeability	1×10^2 cm/sec	AH, 20 cm. to 10 cm.
Equivalent Opening Size ²	#50 U.S. Std. Sieve	COE CW-02215
Grab Tensile Strength ³	100 lbs.	ASTM D-1682
Grab Tensile Elongation ³	30%	ASTM D-1682
Puncture Strength ⁴	35 lbs.	ASTM D-3787
Burst Strength	130 psi	ASTM D-3786
Trapezoid Tear	35 lbs.	ASTM D-1117

1. All numerical values represent minimum average roll values (i.e., any roll in a lot shall meet or exceed the minimum value in the table)
2. No greater opening than a #50 U.S. Sieve.
3. Minimum in weakest principal direction.
4. Tension testing machine with ring clamp, steel ball replaced with 5/16 inch diameter solid steel cylinder with either a flat or hemispherical tip centered within the ring clamp.

STONE

Stone for the underdrain shall be placed, not dumped, to prevent tearing or displacement of the liner materials. Stone for the underdrain shall be non-calcareous sandstone with a size of 3" to 6" in diameter.

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).

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

14.3 CONSTRUCT ACCESS ROAD B3

This access road will be approximately 1200 linear feet and shall have a minimum width of twelve (12) feet. The road will begin by intersecting with the existing haul road and travel down slope at a maximum grade of 5% to the seep reconstruction area. The road in this area will be a cut/fill construction with all excavated materials utilized as fill on the outer edge of the road. No material will be hauled off-site to the existing sediment cells C1-C5 disposal area. Any excess material may be also utilized to supplement regrading of the adjacent existing diversion ditch B1. A turn-around will be constructed at the end of the roadway at the seep excavation area. General specifications and accompanying plans show the details of the construction of the road. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work, including grading, fabric, surfacing and ditching.

15.0 EXISTING DITCH 'B2' / CRUSHER RUN MATERIAL

The existing ditch between the seep area and Pond #2 inlet was previously installed and rip-rapped. This work includes cleaning out the ditch of all vegetative materials, reshaping the ditch where required to achieve the minimum design dimension and adding additional limestone rip-rap where required to provide a total of eighteen-inches (18") of final thickness. Also, an additional layer of three-inches (3") of 2½" crusher run limestone shall be added to 'choke-off' the riprap to the top of the ditch.

Rip-rap shall be a well-graded mixture of durable 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).

16.0 EXCAVATE EXISTING SEEP, INSTALL UNDERDRAIN #2

Provide all materials, excavate and construct underdrain as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the pre-bid showing. Underdrain must be completely installed and approved prior to payment. Payment for underdrain is for complete excavation and liner installation and verified by DEP with photo.

The existing outslope berm will not be undercut or disturbed during the excavation and / or grouting process. Beginning upgrade fifty (50) LF from the seep located over the hill, Ditch B2 will be excavated to pavement in the area located between the black plastic pipe discharge and the seep located over the hill. Excavation depth will be approximately six (6) vertical feet measured from the bottom of existing ditch line and / or approximately nine vertical feet measured from the black plastic pipe. The area will be cleaned to a four (4) foot wide bottom depth at this point. The excavation of Ditch B2 will continue downgrade toward Pond #2 approximately 450 LF at a one percent (1%) grade such that the final end of the excavation will daylight in the surface of Ditch B2. After the first 200 LF the excavated ditch may be downsized to a standard three (3) foot bucket width. The top of the stone will form the new bottom of Ditch B2 and be open to the surface. This

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

underdrain will be trapezoidal shaped in final completion. See the attached plans and/or specifications.

HDPE LINER

The excavated ditch will be lined on the outside berm side with a 40-mil non-permeable synthetic liner. The liner installation will begin at the bottom center point of the excavated ditch and be edge sealed with cementitious grout. The liner will extend upward on the berm side for four (4) feet and be keyed into the earth berm at the top edge.

FILTER FABRIC

The opposite side of the ditch will be lined with a non-woven fabric (Tytar 3401 or equivalent) and keyed into the bottom beneath the 40-mil liner and grout. Fabric shall be installed per manufacturer's specifications. The engineering fabric for subsurface drainage shall be the nonwoven type meeting the following requirements:

<u>PROPERTY</u>	<u>MINIMUM REQUIRED VALUE</u>	<u>TEST METHOD</u>
Permeability	1×10^2 cm/sec	AH, 20 cm. to 10 cm.
Equivalent Opening Size ²	#50 U.S. Std. Sieve	COE CW-02215
Grab Tensile Strength ³	100 lbs.	ASTM D-1682
Grad Tensile Elongation ³	30%	ASTM D-1682
Puncture Strength ⁴	35 lbs.	ASTM D-3787
Burst Strength	130 psi	ASTM D-3786
Trapezoid Tear	35 lbs.	ASTM D-1117

1. All numerical values represent minimum average roll values (i.e., any roll in a lot shall meet or exceed the minimum value in the table)
2. No greater opening than a #50 U.S. Sieve.
3. Minimum in weakest principal direction.
4. Tension testing machine with ring clamp, steel ball replaced with 5/16 inch diameter solid steel cylinder with either a flat or hemispherical tip centered within the ring clamp.

GROUT

The grout filler shall be composed of a mixture of one part Portland cement and three parts sand, mixed with water to produce a workable consistency.

16.1 STONE FOR UNDERDRAIN #2

Stone for the underdrain shall be placed, not dumped, to prevent tearing or displacement of the liner materials. Stone for the underdrain shall be non-calcareous sandstone with a size of 3" to 6" in diameter.

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).

17.0 EXISTING SEDIMENT CONTROL STRUCTURE #2

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

The existing structure shall be cleaned out, repaired, and barriers constructed to reform the pond into four separate designated areas. These include cat-tail area, settling pond, alkalinity cell and cleansing pond, as directed at the time of the pre-bid showing and further described below.

17.1 CLEAN OUT AND REPAIR EXISTING POND #2

The existing pond will be cleaned to a depth of five (5) vertical feet below the discharge elevation of the existing spillway. All vegetative materials including (but not limited to) cattails, trees, tree stumps and root balls will be removed by excavation. Sidewalls of the finished pond will be no steeper than 2H:1V. Pond cleanings shall be disposed in the on-site sludge ponds C1 through C5 as designated by the onsite DEP representative. Dispose of all pond cleanings by constructing small dirt dikes within the cells and placing material behind them to dewater. Material will be disposed of in a sequential manner and begin with C1 or the appropriate cell designated by the onsite WVDEP/OSR representative. As this material dries it may be covered by additional materials generated by road construction.

The pond must be demonstrated to the onsite DEP representative to be capable of containing water and discharging prior to invoicing and payment. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work. This pond clean out and material disposal will be one bid item.

17.2 CONSTRUCT ALKALINE CELL IN POND #2 (BARRIERS #1 AND #2)

Provide all materials, excavate and construct pond barriers #1 and #2 as indicated on the attached plans, cross-sections, specifications, and as discussed at the Pre-Bid Showing. Final length and width of cell will be determined by site conditions and DEP representative on site.

Rip-rap for barrier construction shall be a mixture of well graded durable limestone rip-rap rock placed to the lines and grades as shown on the attached drawing. 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).

This item will be a one-time payment. (See attached drawings).

17.3 ALKALINE ADDITION TO POND #2 CELL

The floor of the cell shall be filled with one foot (1') of limestone crusher run. A middle layer shall then be filled with two feet (2') of number fifty-seven (#57) limestone gravel. The cell shall be topped off with two feet (2') of two-inch (2") limestone to the approximate dimensions as shown on the attached plans. Actual final dimensions will be determined by site conditions and DEP representative on site.

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

17.4 CONSTRUCT BARRIER #3

Provide all materials, excavate and construct pond barrier #3 as indicated on the attached plans, cross-sections, specifications, and as discussed at the Pre-Bid Showing.

Barrier shall be composed of earth materials selected from the best available non-acid/non-toxic materials on-site, as directed and approved by the WVDEP on-site representative. Earth barrier bottom shall be "keyed" into natural soils with all sediments removed from the barrier foundation area. Barrier will be constructed in maximum two foot (2') lifts for optimum compaction. Compaction shall be achieved by tracking with a D-6 or larger dozer. Dikes constructed with loosely stacked material to final height and then tracked will not be accepted. This item will be a one-time payment. (See attached drawings).

17.5 OUTLET SPILLWAYS – CRUSHER RUN

The existing outlet spillways from both sludge cell C5 and Pond #2 were previously rip-rapped. This work includes cleaning out the spillways of all vegetative materials, reshaping the spillways where required to achieve the minimum design dimension and adding an additional layer of three-inches (3") of 2½" crusher run limestone to 'choke-off' the riprap for the full cross-section of the spillways.

18.0 SITE TWO FENCING

Fencing of the Site Two project area is to provide limited access and security to the sludge pond (C1–C5) and treatment pond #2 structure. The fencing will consist of 4 strand, 12 gauge barbed wire fencing utilized with heavy duty metal T posts. Corners, braces and gate supports will be treated wood posts. T-posts, treated wood posts and metal cattle gates will be installed at the points designated in the attached plans. All fencing, posts, gates and installation will be inclusive to this bid item.

The gates shall be two (2) 10 ft. wide, two (2) inch diameter heavy-duty pipe gates or equivalent. Gates shall be hot-dipped galvanized as per ASTM A153 specifications for zinc coating (hot dip) on iron and steel hardware. Gates shall be painted. Preferred colors are green or tan. Provide a lockable latch, which includes protection for the lock. All hardware and/or accessories necessary for installation of gates shall be part of this lump sum bid price. Gates shall be located in area delineated by the DEP onsite representative.

Payment shall be made at the completion of installation and acceptance by the DEP.

19.0 ELIMINATE DITCH 'B1'

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.

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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.

20.0 REGRAIDING AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall distribute topsoil or the best available material to support vegetation, as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner. Concurrent regrading and topsoiling shall be performed during elimination of diversion ditch B1 (above seep) and sludge cells C1-C5, as necessary. All ditch and cell 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 areas. Also includes clearing and grubbing all vegetative cover within the entire ditch and cell regrading work areas to bare ground. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. 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.

21.0 REVEGETATION (SITE TWO)

All specifications for revegetation of SITE TWO are the same as those listed under bid item 13 for SITE ONE. Payment for revegetation of SITE TWO will be a separate bid item from revegetation of SITE ONE.

22.0 INCIDENTAL STONE (ALL AREAS)

Up to twenty five hundred (2,500) tons of stone, either limestone or sandstone will be allowed for use in access road repair, culvert installations, roadway ditch improvements, reshaping of the roadway, rock check dams, rock filter outlets, or other use as needed. Stone size will vary according to its purpose. Gradation and placement shall be as approved and directed by the DEP onsite representative.

Payment shall be paid per ton of stone applied by weight ticket and will be made at completion of all work and acceptance by DEP.

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

BID PREPARATION INFORMATION

HISTORICAL INFORMATION

Prospective bidders may review files at the West Virginia Department of Environmental Protection, 601 57th Street SE, Charleston, WV 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.

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

the completion date of the Work Performance Period.

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 Contract 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. The Contractor is responsible for performing the

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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.

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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.

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

REVEGETATION AND WARRANTY

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

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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.

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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

Attn:

S

A

Rev. Notice to Proceed

Permit Name: _____

Permit No. _____

Purchase Order No.: DEP

Dear :

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.

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, or on-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

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

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

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 ¾" 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

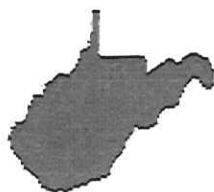
Payment for the work which shall include installation of the project sign shall be incidental to the lump sum bid item for "Mobilization/Demobilization"

NOTE

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

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

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



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: \$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




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

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

1 1/8"	17 1/4"	77 1/4"	
15 3/4"		<p align="center">STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION</p>	27 3/4"
7 7/8"	<p>Earl Ray Tomblin, Governor</p>	<p align="center">Division of Land Restoration Office of Special Reclamation</p>	
3 3/4"		<p align="center">Project Cost: \$XXX,XXX.00 Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies</p>	
7 7/8"	<p>Randy C Huffman, Cabinet Secretary</p>	<p align="center">Permit Name Permit Number</p>	18"
3"	<p>DLR</p>		
8 5/8"	<p>Ken Ellison, Director</p>	<p>Contractor: Joe Smith Contracting</p>	2 1/4"
6"	48"	<p align="center">73 7/8"</p> <p align="center">36" 36"</p>	6"



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

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

96"	
 Earl Ray Tomblin, Governor  Randy C Huffman, Cabinet Secretary  Ken Ellison, Director	<p align="center">STATE OF WEST VIRGINIA</p> <p align="center">DEPARTMENT OF ENVIRONMENTAL PROTECTION</p> <p align="center">Division of Land Restoration</p> <p align="center">Office of Special Reclamation</p> <p align="center">Project Cost: \$XXX,XXX.00</p> <p align="center">Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies</p>
	<p align="center">Permit Name</p> <p align="center">Permit Number</p>
	<p align="center">Contractor: Joe Smith Contracting</p> <p align="right">Project Start Date: 01/01/01</p>
	<p align="center">81 3/8"</p>
48"	
5 1/4"	7 7/8"
9 3/8"	

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

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

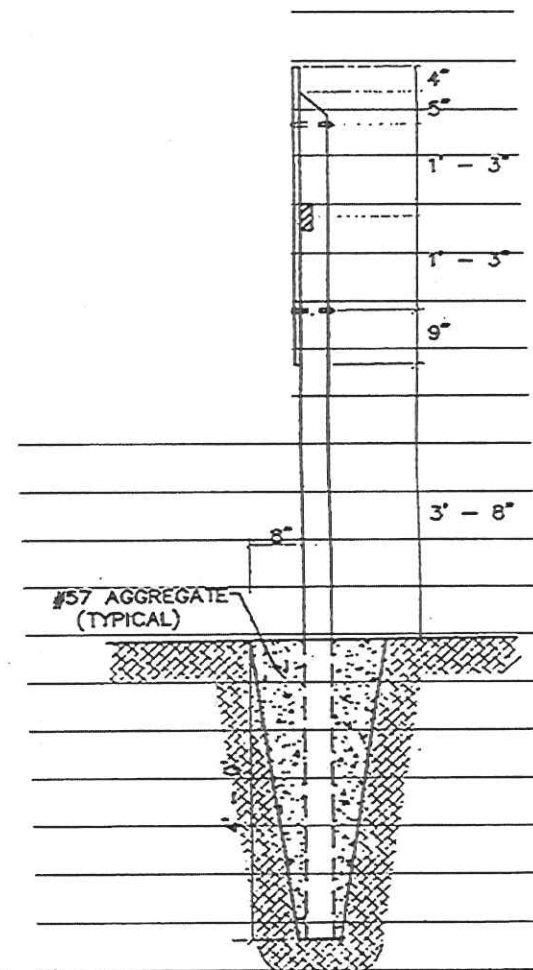
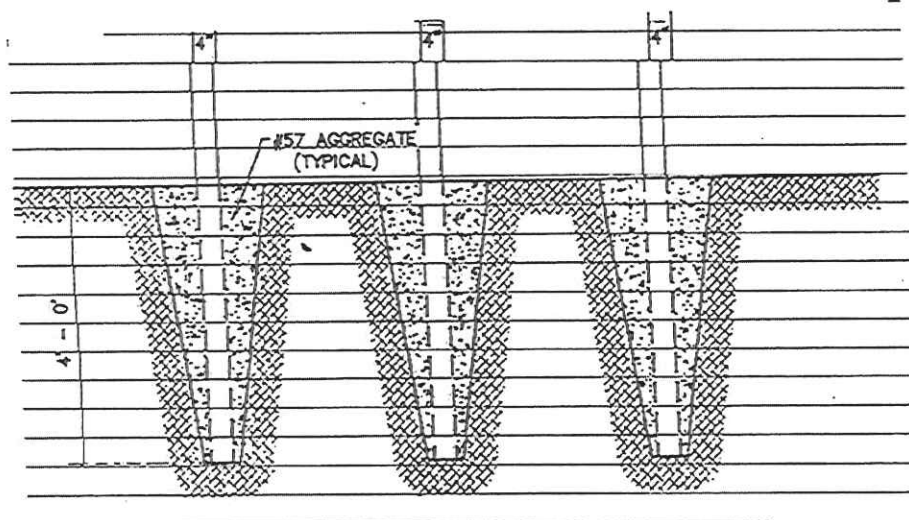
 Earl Ray Tomblin, Governor  Randy C Huffman, Cabinet Secretary DLR Ken Ellison, Director	STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION Division of Land Restoration Office of Special Reclamation Project Cost: \$XXX,XXX.00 Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies	6 2 1/4 1 1/2 2 1/4 3 3/4 2 1/4 1 1/2 2 1/4 3 3/4 1 1/2 4 7/8 2 1/4 1 1/2 2 1/4 4 7/8 1 1/2 3 3/4
	Permit Name Permit Number	
	Contractor: Joe Smith Contracting Project Start Date: 01/01/01	

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

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

Notes:

1. Sign Board to be $\frac{3}{4}$ " 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 $\frac{3}{8}$ " X 5" Galvanized Carriage Bolts
5. Posts are to be treated 4" X 4" X 12'
6. Location to be determined by WVDEP



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

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

Buffalo Coal Co. S-2006-86

LIST OF DRAWINGS

<u>TITLE</u>	<u>DWG. NO.</u>
PROJECT MAP – SITE ONE	1
PROJECT MAP – SITE TWO.....	2
CROSS SECTIONS A-A' & B-B'	3
CROSS SECTIONS C-C' & D-D'	4
CROSS SECTIONS E-E' & F-F'	5
CROSS SECTIONS G-G' & H-H'	6
6" PIPE EXCAVATION – SECTION I-I'	7
POND 1 – TYPICAL SECTION J-J'	8
POND 2 RECONSTRUCTION	9
POND 2 PROFILE	10
ALKALINITY CELL PLAN	11
ALKALINITY CELL PROFILE	12
UNDERDRAIN #2 – PROFILE	13
UNDERDRAIN #2 – SECTION	14
ROAD 'A' PROFILE/SECTION	15
ROAD B1, B2 & B3 PROFILES	16
ROAD B1, B2 & B3 SECTIONS	17
ACCESS ROAD DITCHES	18
SITE TWO – FENCING.....	19
FENCING – SHEET 1 OF 4	20
FENCING – SHEET 2 OF 4	21
FENCING – SHEET 3 OF 4	22
FENCING – SHEET 4 OF 4	23
DITCH 'B1' ELIMINATION.....	24
DIVERSION DITCHES 'A' & 'B2'	25
STRAW / HAYBALE DIKE.....	26
SILT FENCE INSTALLATION.....	27
ROCK FILTER OUTLETS	28
SEDIMENT CONTROL SUMP	29
SPILL CONTAINMENT	30

Buffalo Coal Corporation
S-2006-86

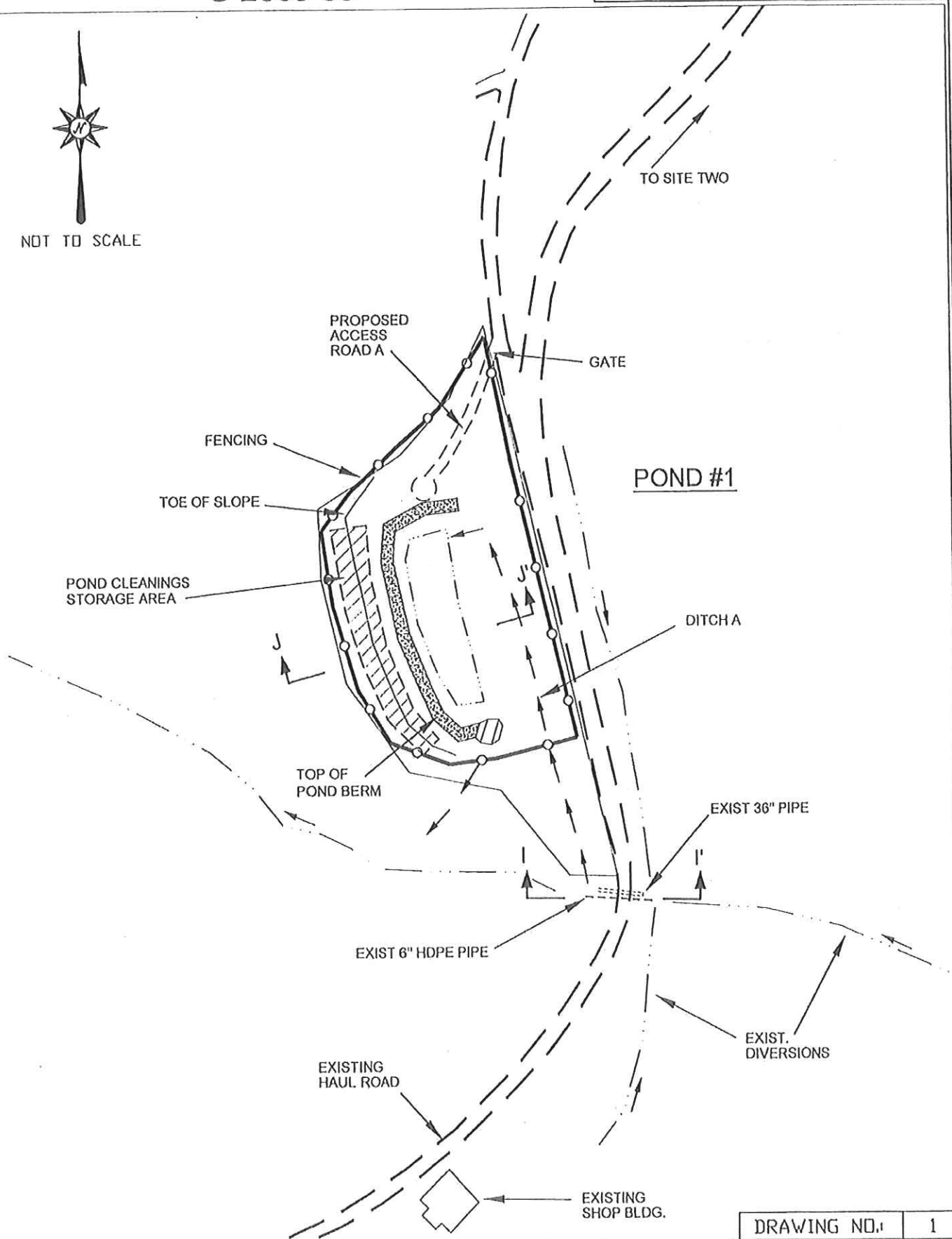
BUYER
CB-23

REQ. or P.D. No.
DEP15497

PROJECT MAP: SITE ONE



NOT TO SCALE



DRAWING NO. 1

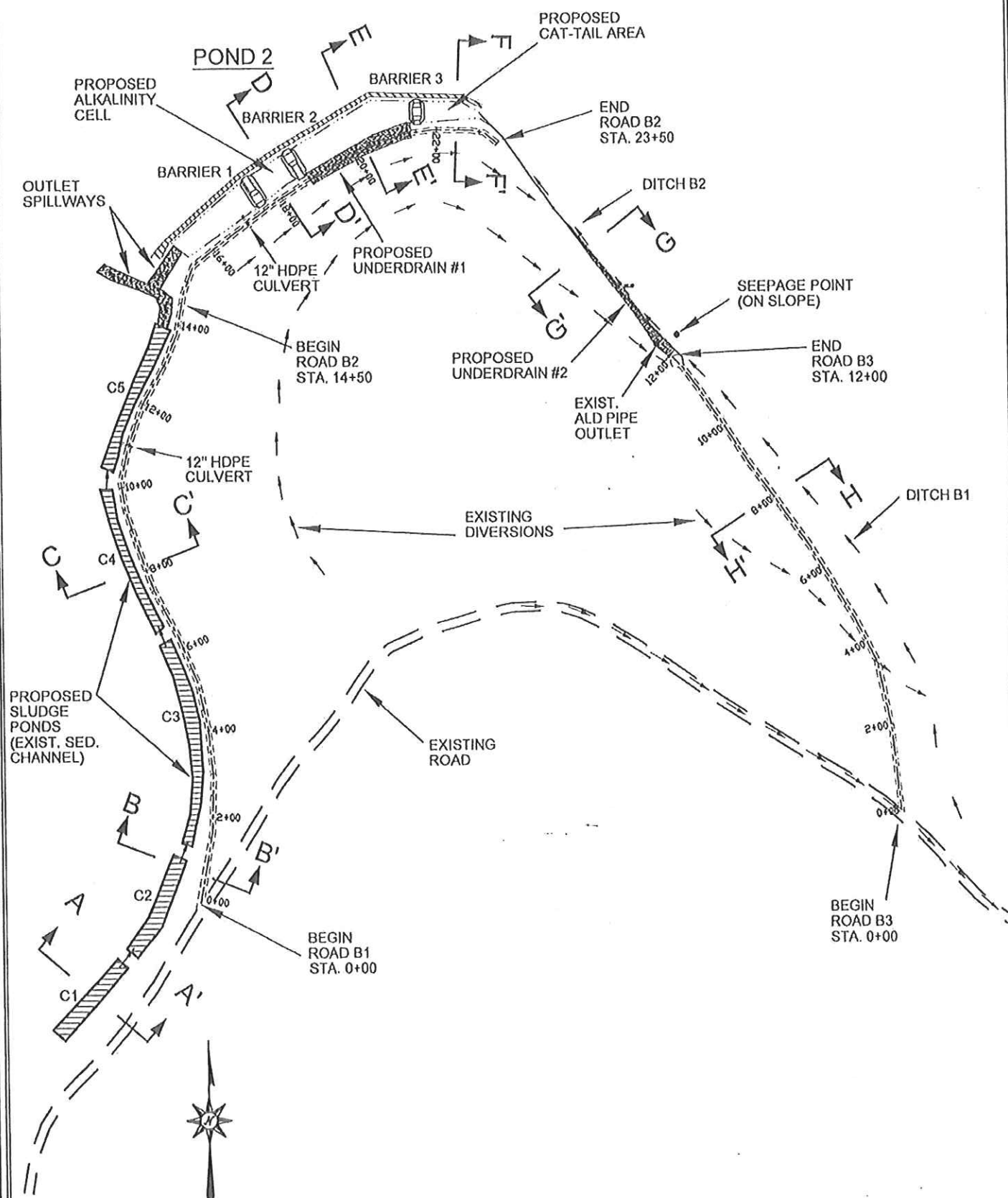
1

Buffalo Coal Corporation S-2006-86

BUYER
CB-23

REQ. or P.D. No.
DEP15497

PROJECT MAP: SITE TWO



NOT TO SCALE

DRAWING NO. 1

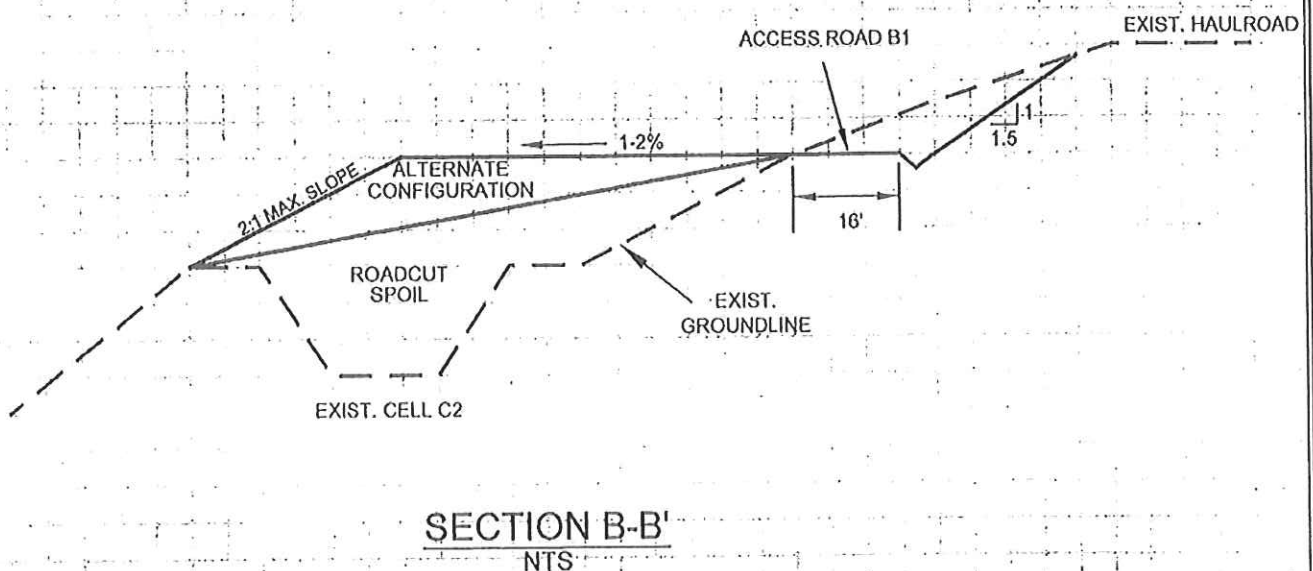
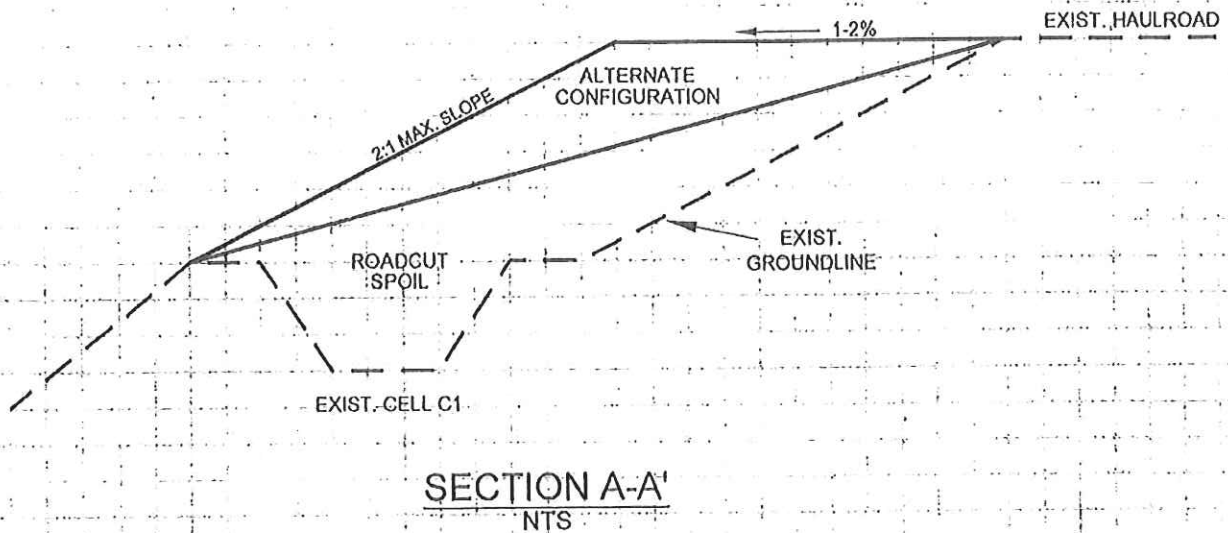
2

Buffalo Coal Corporation
S-2006-86

BUYER
CB-23

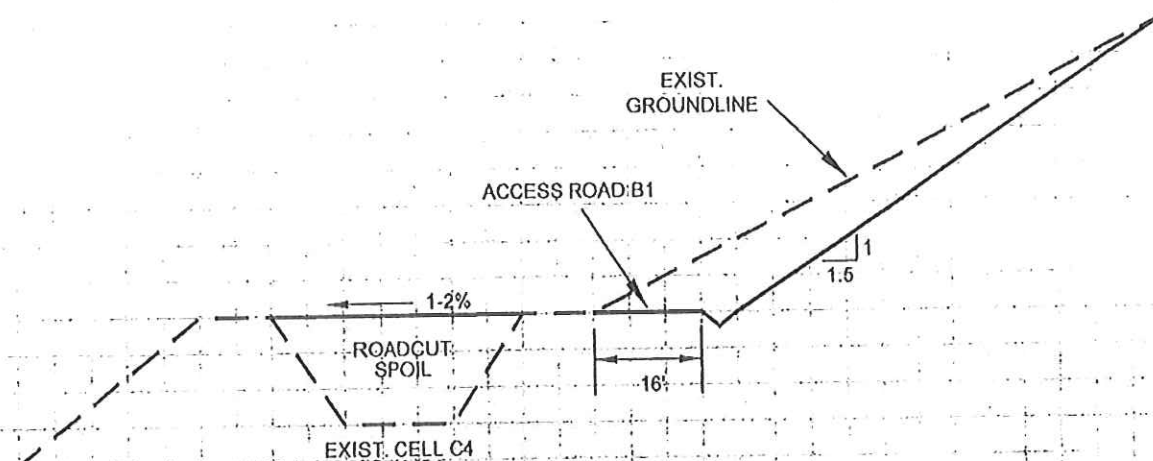
REQ or P.D. No.
DEP15497

CROSS SECTIONS A-A' & B-B'

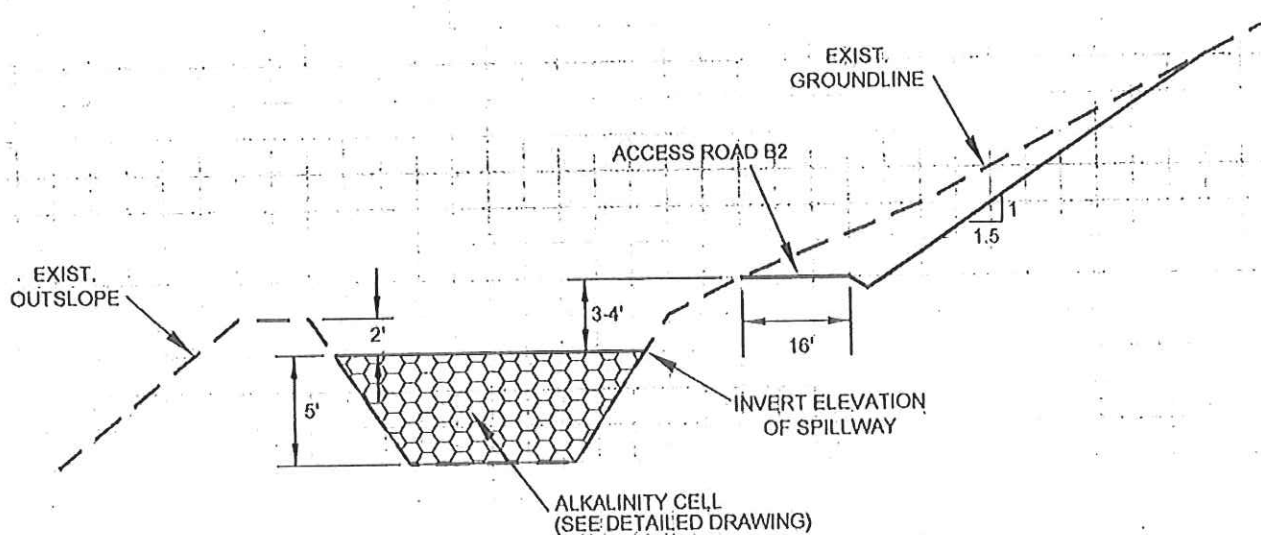


Buffalo Coal Corporation
S-2006-86

BUYER	REQ. or P.O. No.
CB-23	DEP15497
CROSS SECTIONS C-C' & D-D'	



SECTION C-C'
NTS



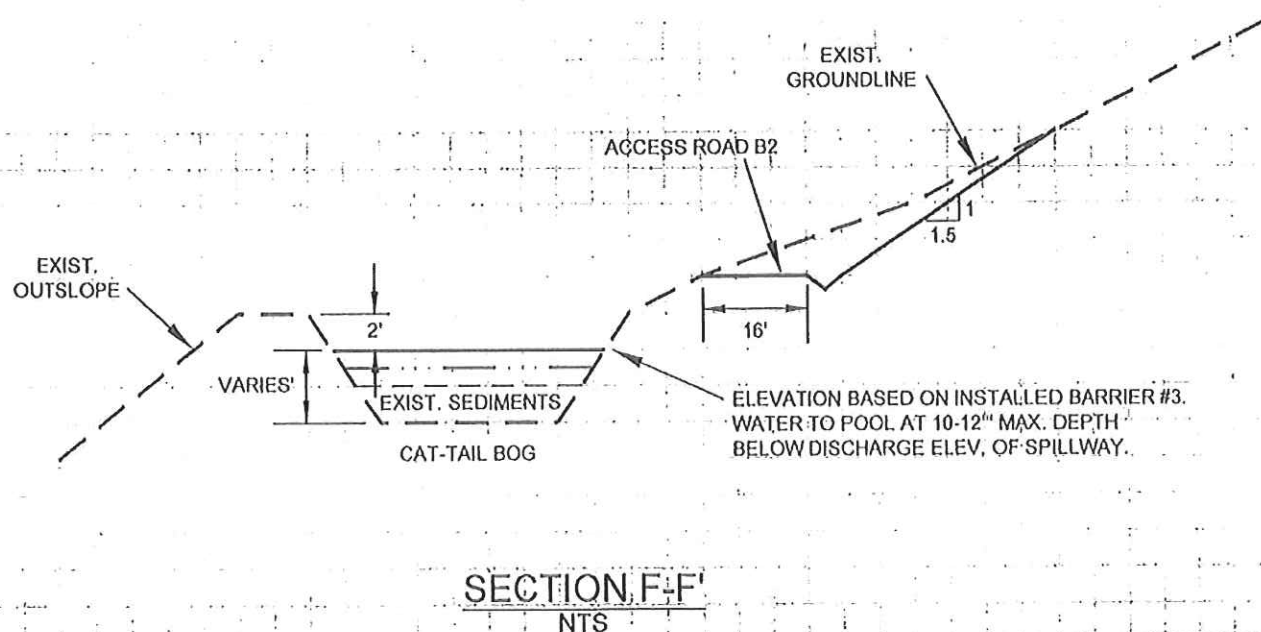
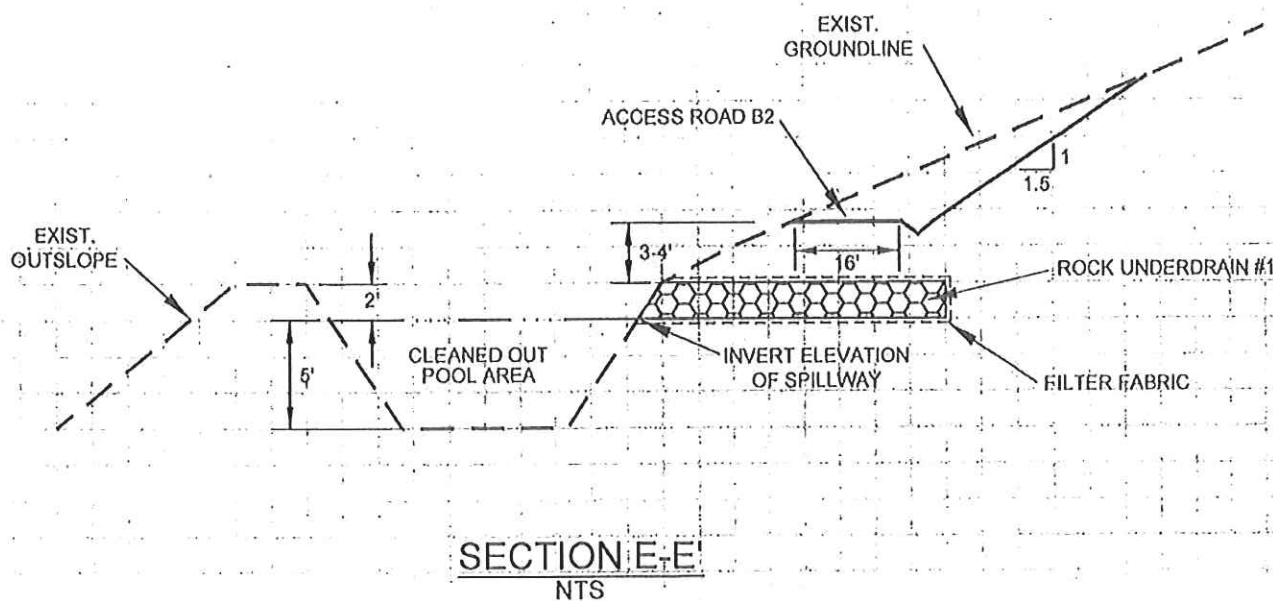
SECTION D-D'
NTS

Buffalo Coal Corporation
S-2006-86

BUYER
CB-23

REQ. or P.O. No.
DEP15497

CROSS SECTIONS E-E' & F-F'



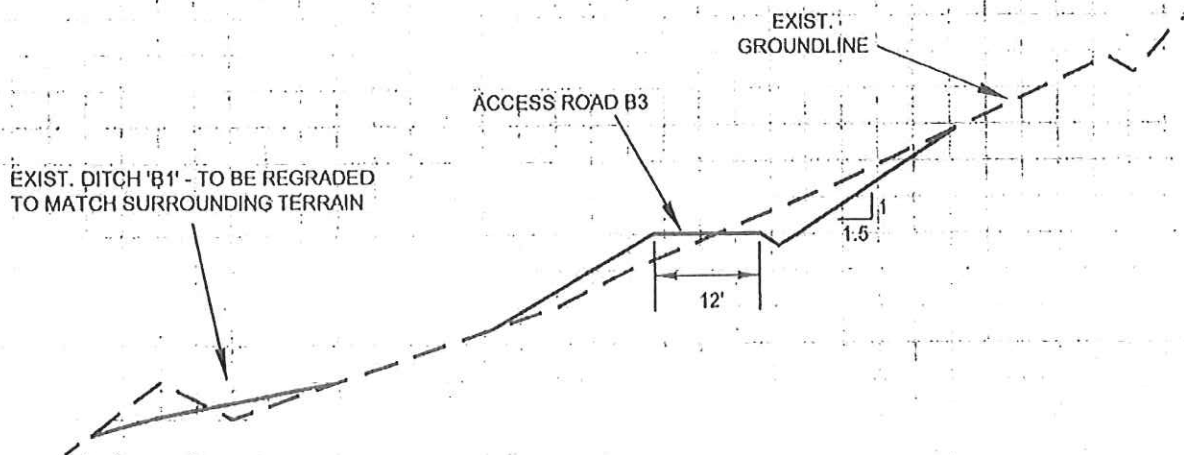
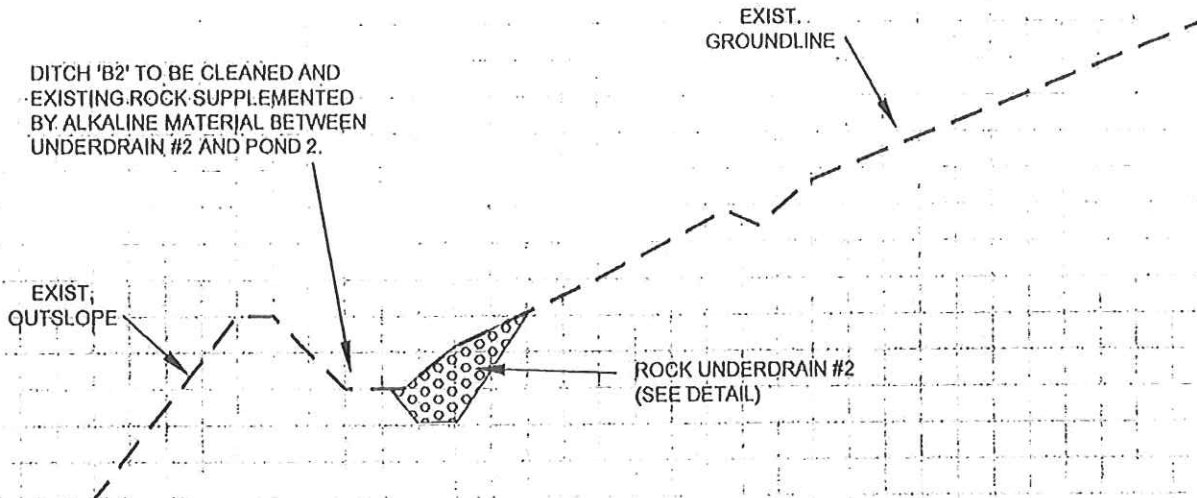
Buffalo Coal Corporation

S-2006-86

BUYER
CB-23

REQ. or P.D. No.
DEP15497

CROSS SECTIONS G-G' & H-H'

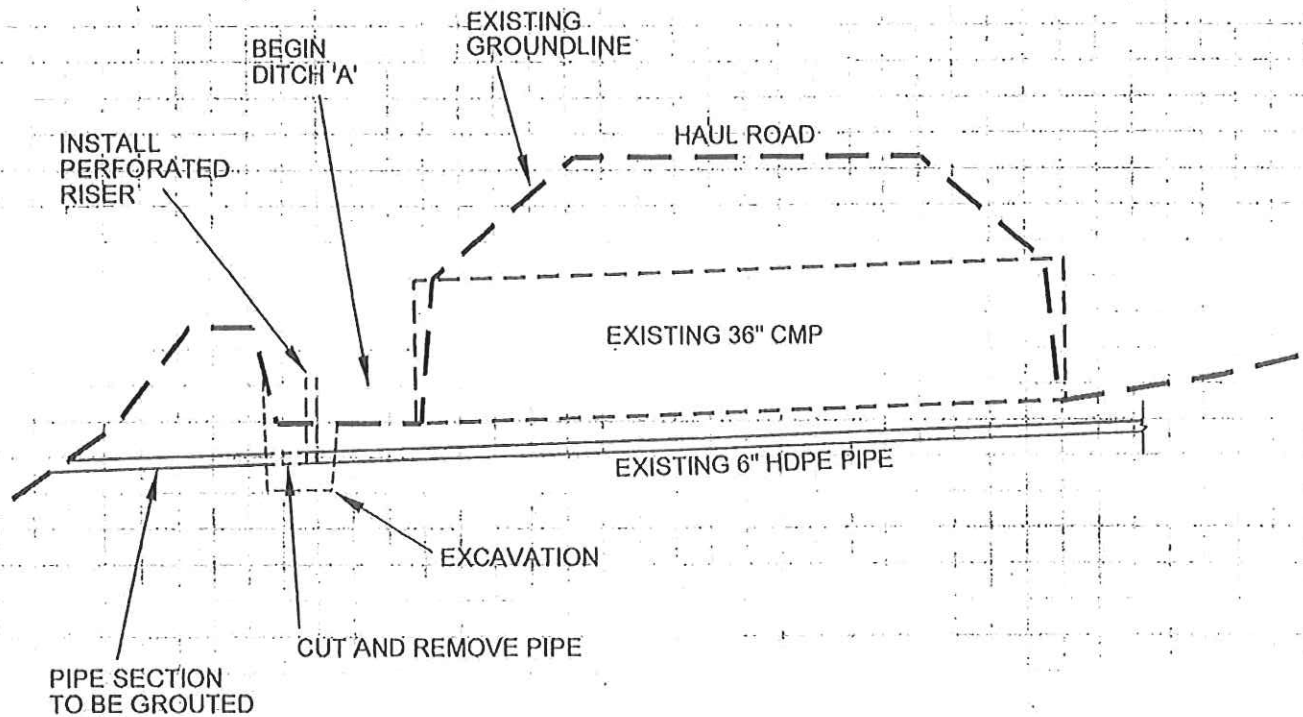


Buffalo Coal Corporation
S-2006-86

BUYER
CB-23

REQ. or P.O. No.
DEP15497

6-INCH PIPE EXCAVATION



SECTION I-I'

DRAWING NO. 1

7

Buffalo Coal Corporation S-2006-86

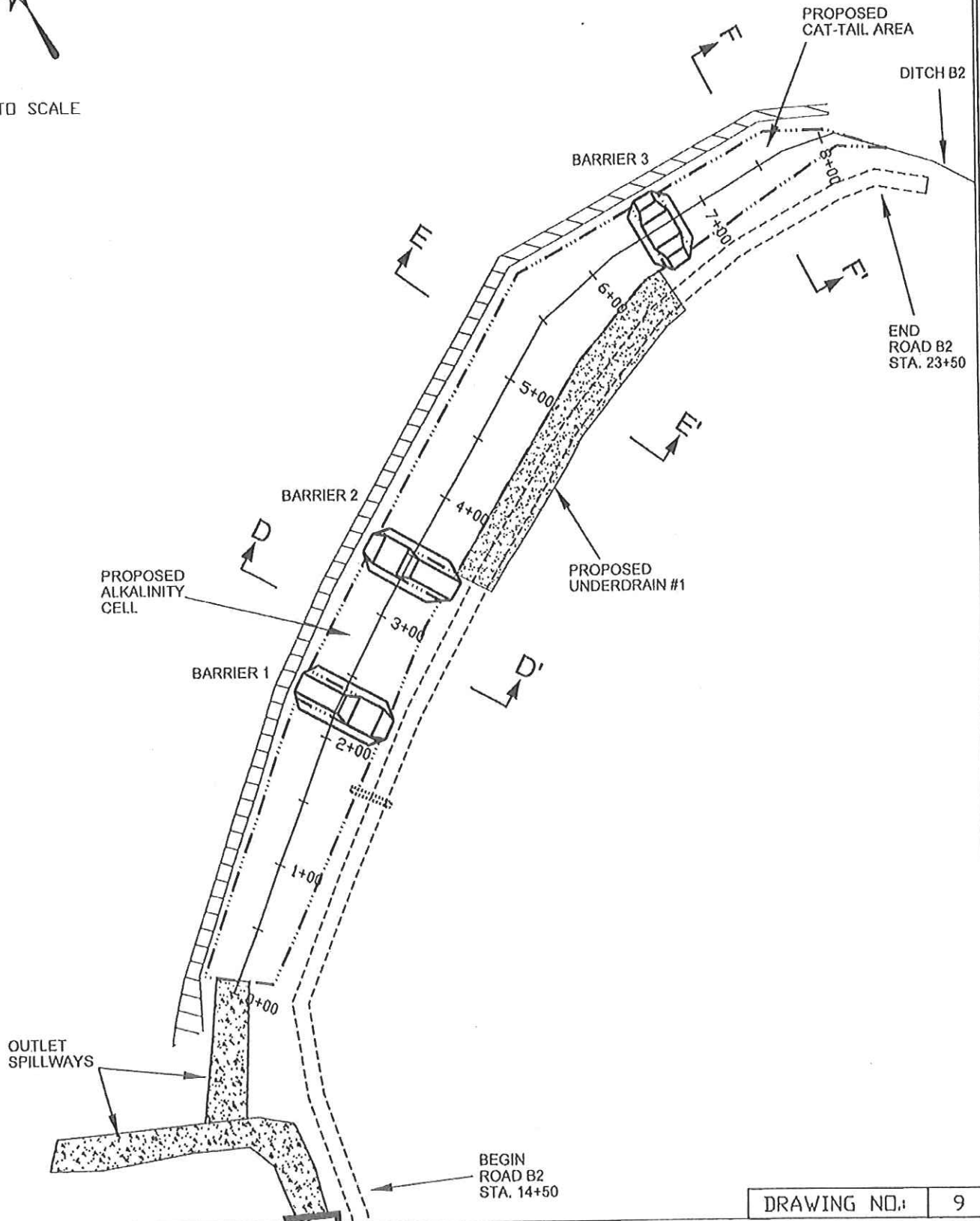
BUYER
CB-23

REQ. or P.O. No.
DEP15497

POND 2 RECONSTRUCTION



NOT TO SCALE



DRAWING NO.:

9

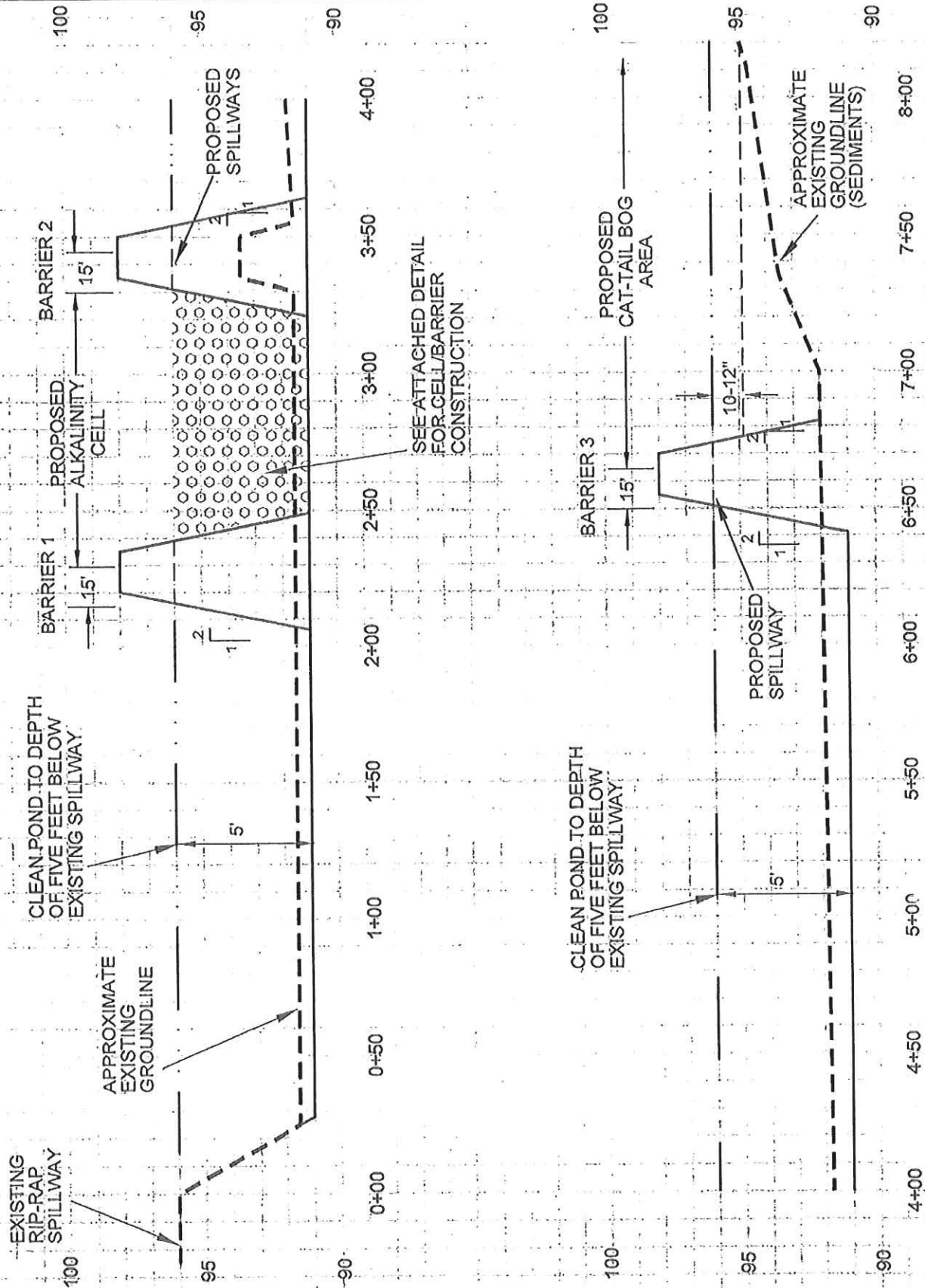
Buffalo Coal Corporation

S-2006-86

BUYER
CB-23

REQ. or P.O. No.
DEP15497

POND 2 - PROFILE



DRAWING NO.

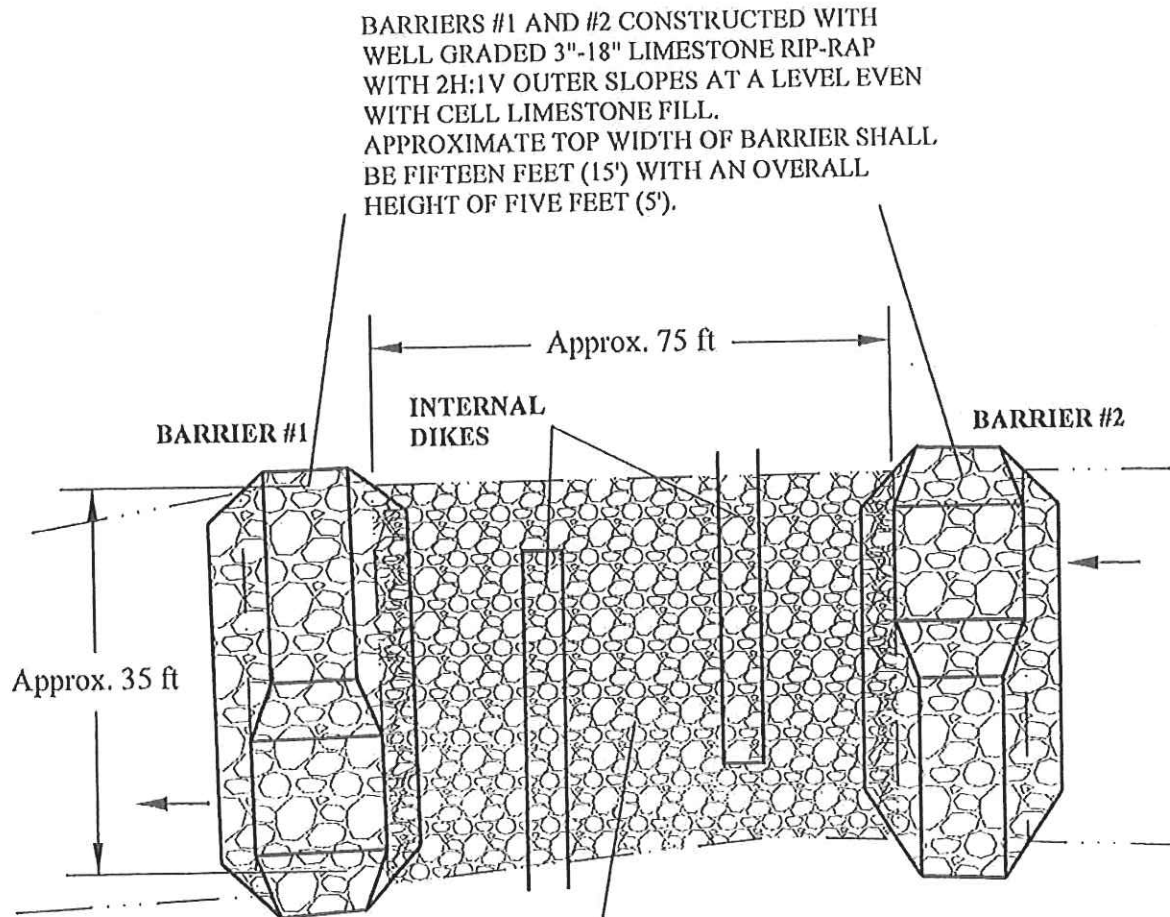
10

Buffalo Coal Corporation
S-2006-86

BUYER
CB-23

REQ. or P.O. No.
DEP15497

ALKALINITY CELL - PLAN



ENTIRE FLOW PATH IS TO BE FILLED WITH SIXTY (60) INCHES OF LIMESTONE. THE BOTTOM LAYER OF LIMESTONE SHALL BE MADE UP OF 1 FOOT OF LIMESTONE CRUSHER RUN. THE MIDDLE LAYER SHALL BE MADE UP OF 2 FEET OF LIMESTONE #57's, AND THE UPPER LAYER SHALL BE A 2 FOOT LAYER OF TWO INCH (2") LIMESTONE.

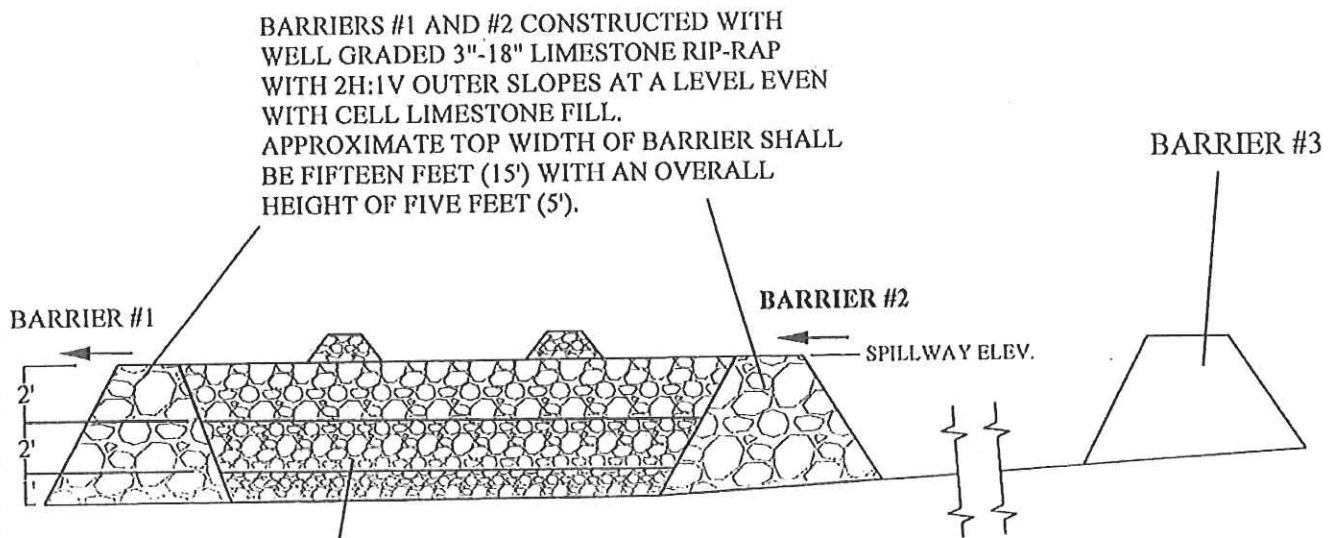
NOTE: CELL WILL ROUGHLY FIT THE NATURAL TERRAIN OF EXISTING POND LOCATION. LENGTH OF CELL WILL BE APPROXIMATELY SEVENTY-FIVE FEET (75') AND WIDTH WILL AVERAGE APPROXIMATELY THIRTY-FIVE FEET (35').

Buffalo Coal Corporation
S-2006-86

BUYER
CB-23

REQ. or P.O. No.
DEP15497

ALKALINITY CELL - PROFILE



ENTIRE FLOW PATH IS TO BE FILLED WITH SIXTY (60) INCHES OF LIMESTONE. THE BOTTOM LAYER OF LIMESTONE SHALL BE MADE UP OF 1 FOOT OF LIMESTONE CRUSHER RUN. THE MIDDLE LAYER SHALL BE MADE UP OF 2 FEET OF LIMESTONE #57's, AND THE UPPER LAYER SHALL BE A 2 FOOT LAYER OF TWO INCH (2") LIMESTONE.

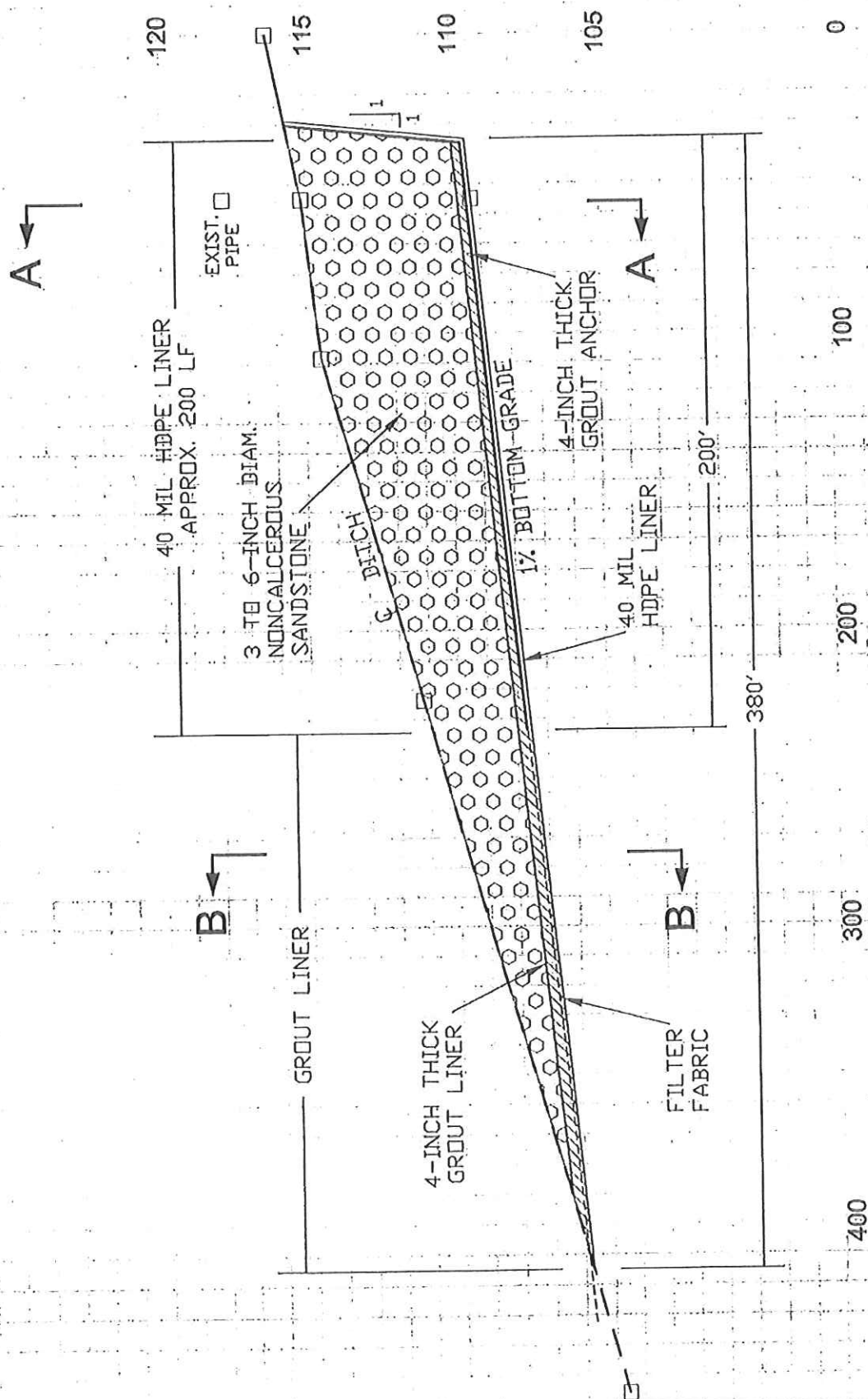
Buffalo Coal Corporation

S-2006-86

BUYER
CB-23

REQ. or P.O. No.
DEP15497

UNDERDRAIN #2 - PROFILE



DRAWING NO. 1

13

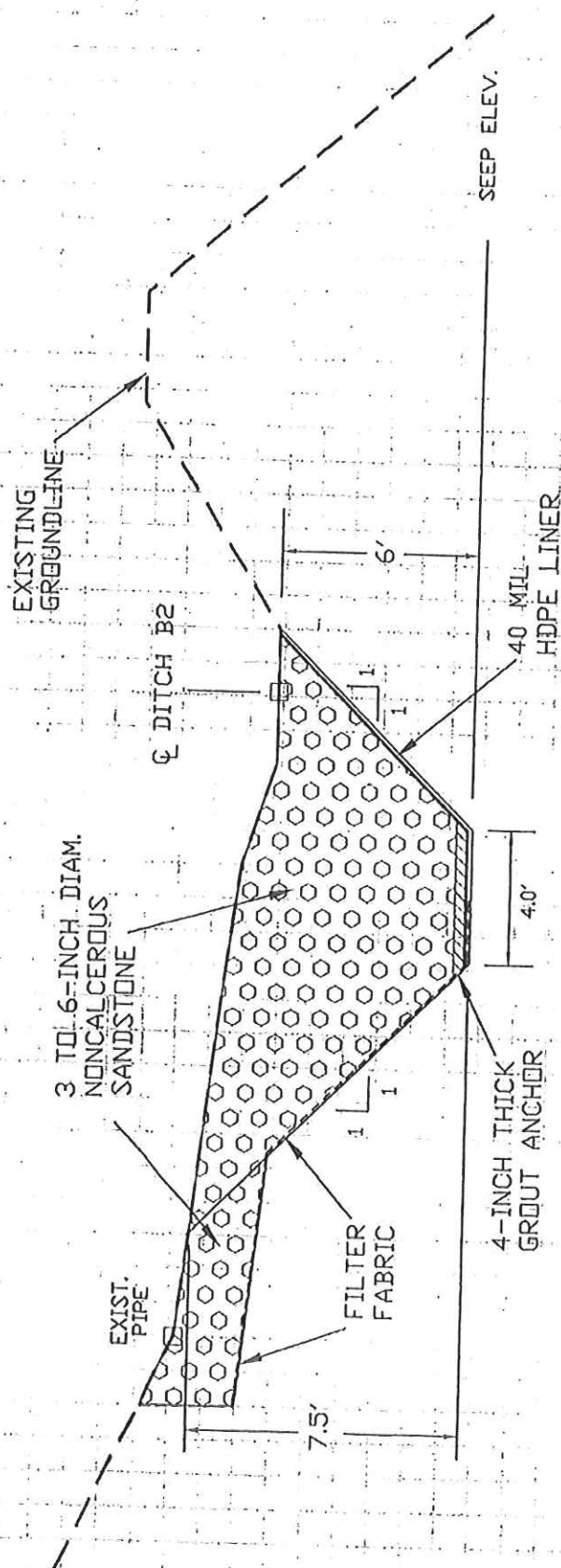
Buffalo Coal Corporation

S-2006-86

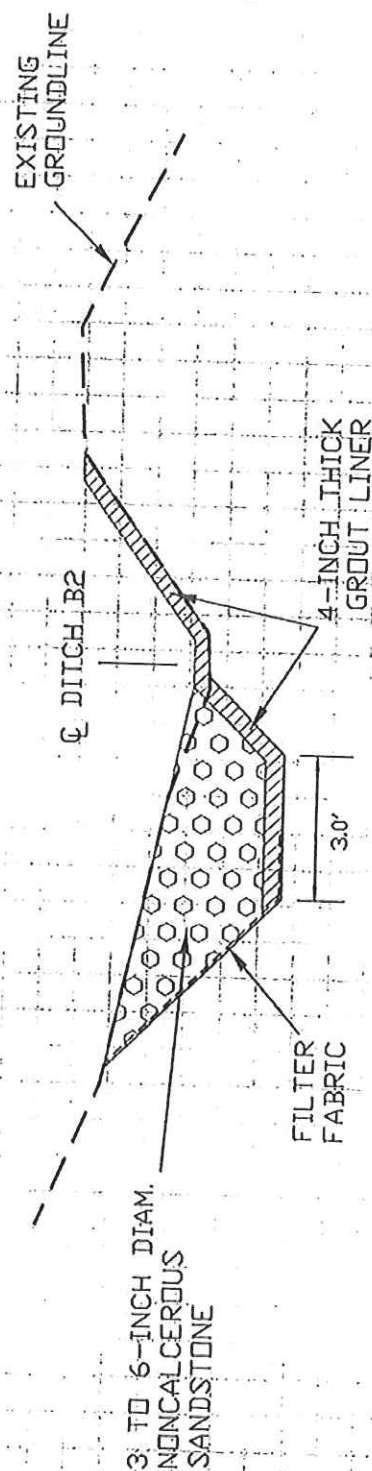
BUYER
CB-23

REQ. or P.O. No.
DEP15497

UNDERDRAIN #2 - SECTION



SECTION A-A



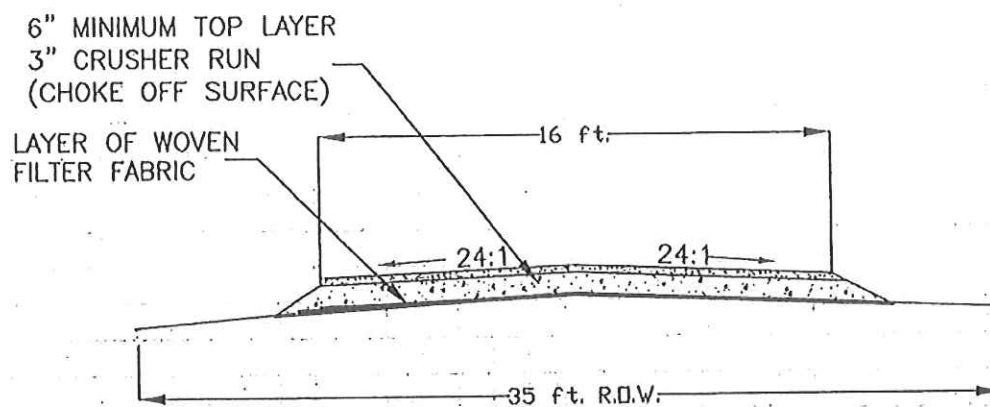
SECTION B-B

Buffalo Coal Corporation
S-2006-86

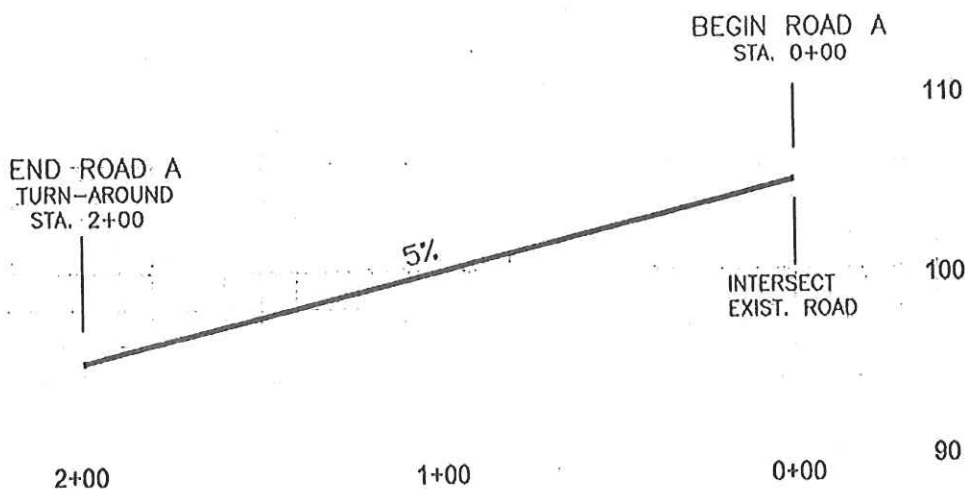
BUYER
CB-23

REQ. or P.O. No.
DEP15497

ROAD A PROFILE/SECTION



TYPICAL SECTION

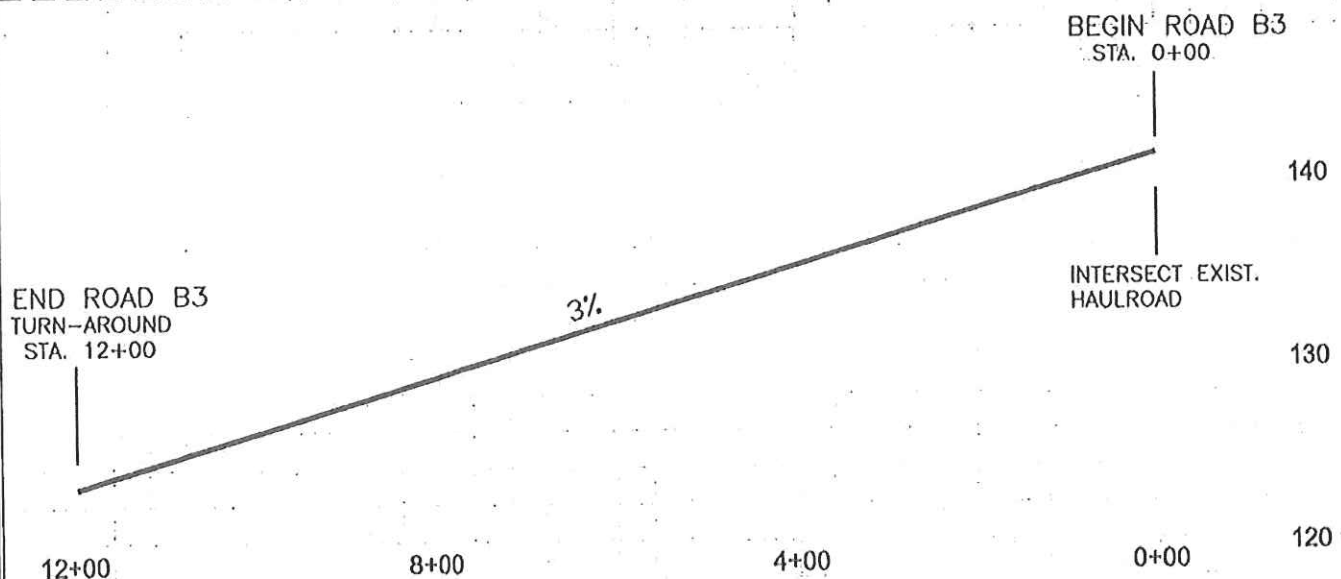
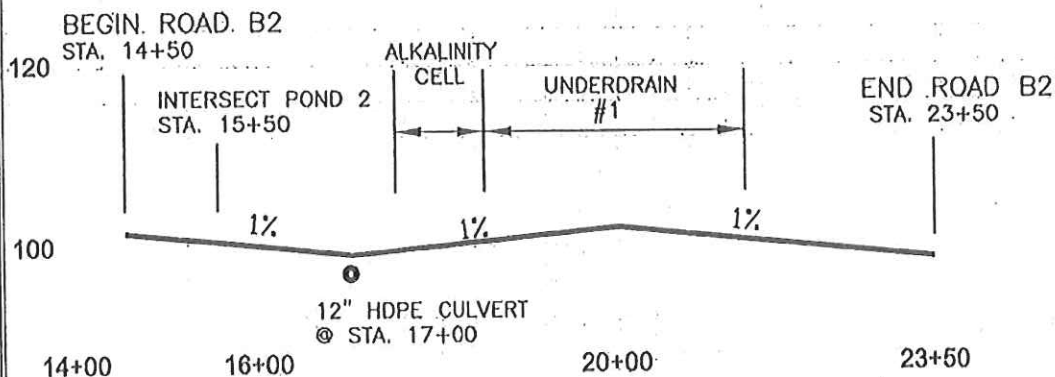
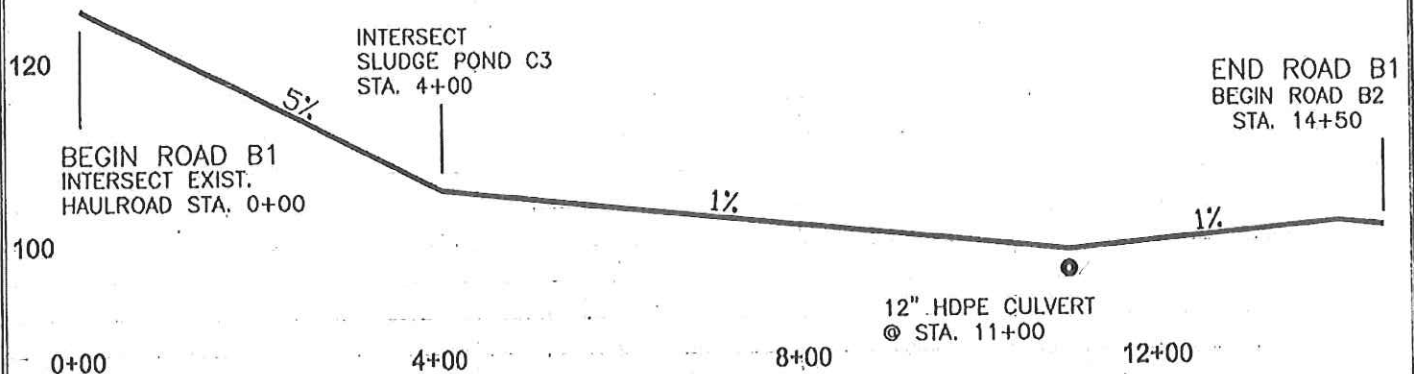


Buffalo Coal Corporation S-2006-86

BUYER
CB-23

REQ. or P.O. No.
DEP15497

ROAD B1, B2 & B3 PROFILES



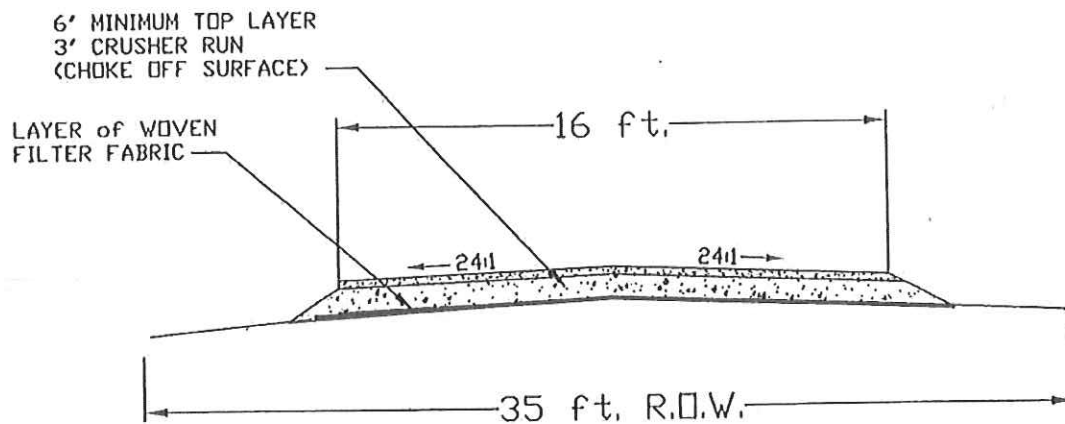
DRAWING NO. 1

16

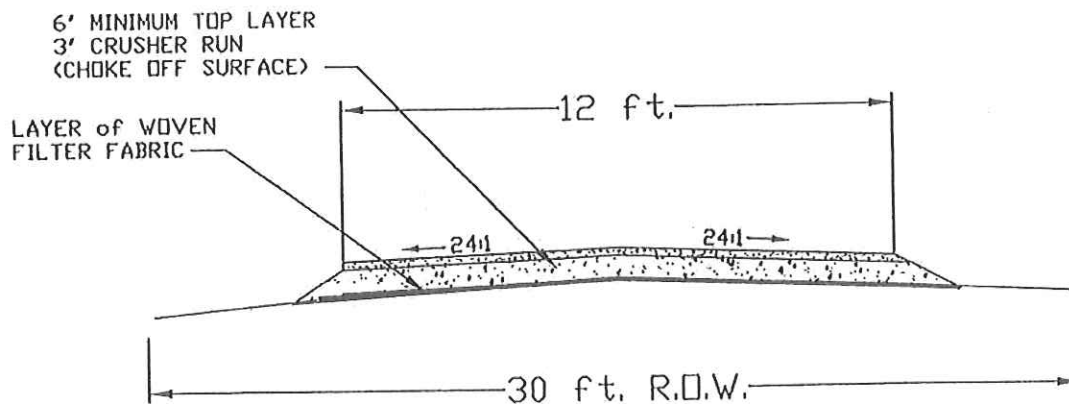
BUYER
CB-23

REQ. or P.O. No.
DEP15497

ROAD B1, B2, B3 - SECTIONS



ACCESS ROADS 'B1' & 'B2'



ACCESS ROAD 'B3'

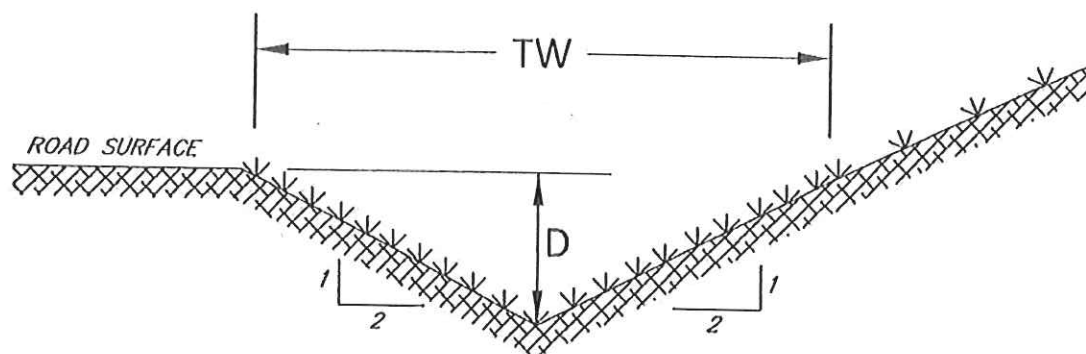
NOTES:

1. THE ROAD SHALL BE GRADED, SHAPED, AND ROCKED AS NECESSARY TO MEET THESE SPECIFICATIONS.
2. ANY TREES OR BRUSH WITHIN THE 30 FEET R.O.W. OF THE ROAD SHALL BE REMOVED.
3. ANY OVERHANGING TREE LIMBS IN THE R.O.W. AT A HEIGHT OF 15 FEET OR LESS SHALL BE REMOVED.

BUYER
CB-23

 REQ. or P.O. No.
DEP15497

ACCESS ROAD DITCHES


TYPICAL GRASS-LINED DITCH X-SECTION

DITCH / CHANNEL	TOP WIDTH -TW- (FT)	BOT. WIDTH -BW- (FT)	TOTAL DEPTH* -D- (FT)	SLOPE (%)	LINING
ACCESS ROADS	6.0	0	1.5	1.0	GRASS
A, B1, B2, B3					

* Includes 0.5 ft. freeboard

NOTES:

1. ALL CHANNELS WILL HAVE 2H to 1V SIDE SLOPES AND ONE-HALF (1/2) FOOT OF FREEBOARD (F).
2. GRASS LINING SHALL BE THE SAME SPECIES AS THOSE SPECIFIED FOR GENERAL SITE RECLAMATION.

DRAWING NO.:

18

Buffalo Coal Corporation S-2006-86

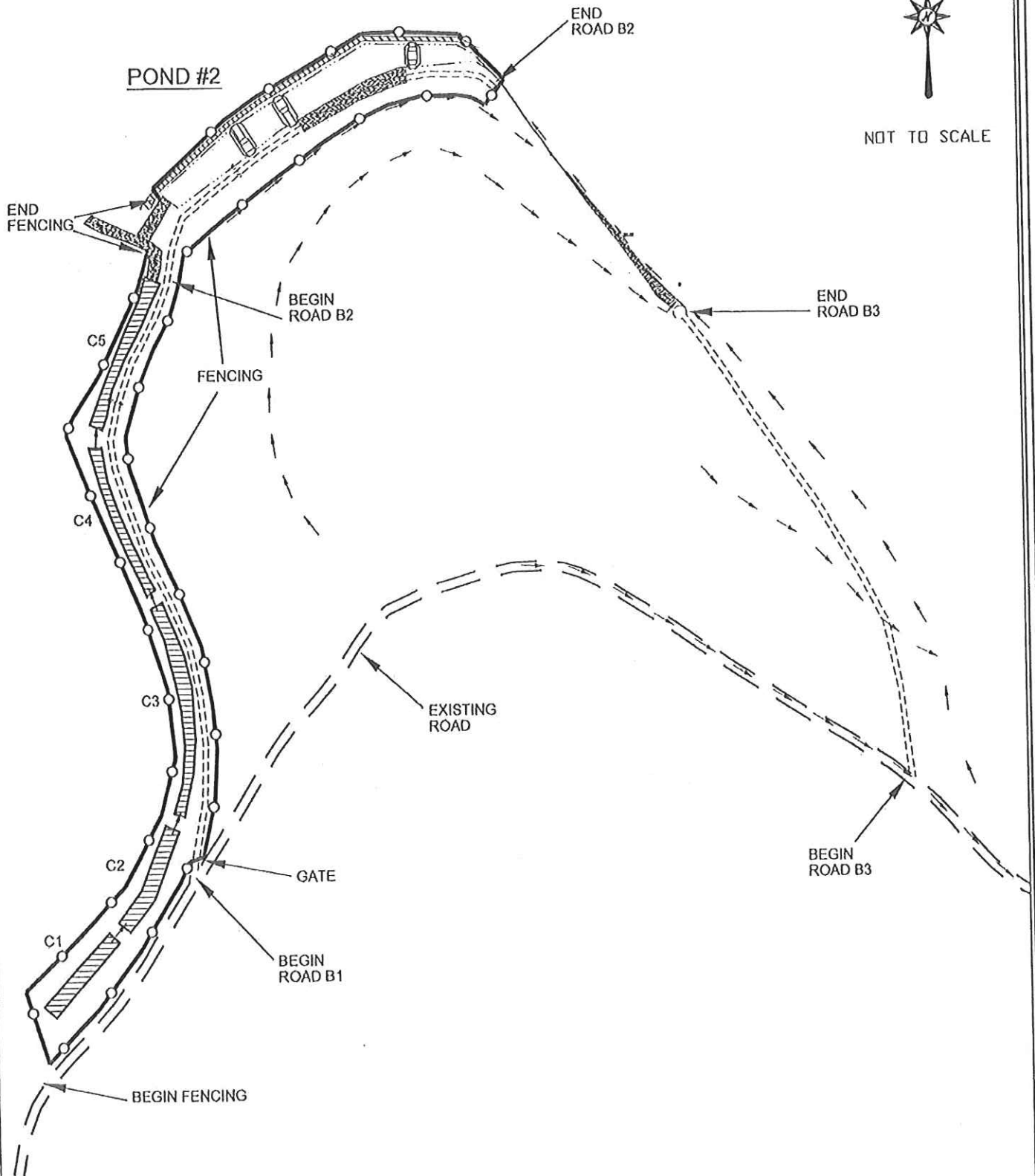
BUYER
CB-23

REQ. or P.O. No.
DEP15497

SITE TWO - FENCING



NOT TO SCALE



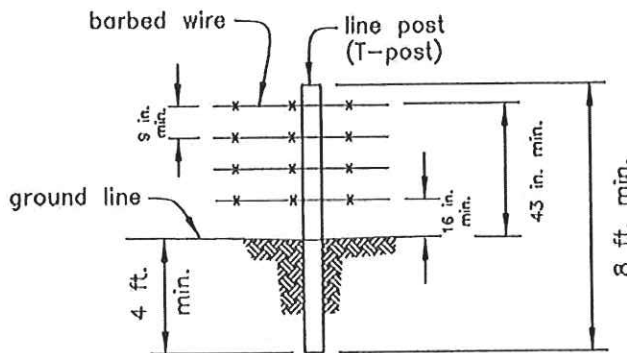
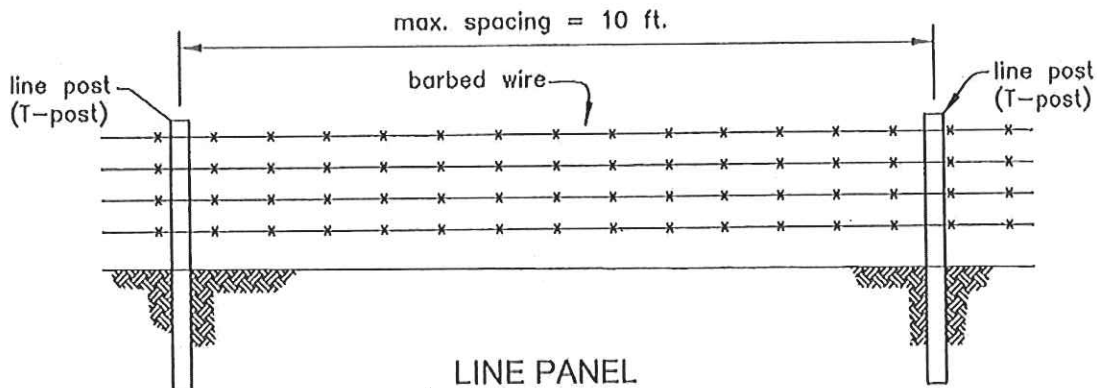
Buffalo Coal Corporation S-2006-86

BUYER
CB-23

REQ. or P.O. No.
DEP15497

FENCING - SHEET 1 of 4

BARBED WIRE FENCE



BARBED WIRE

ASTM Class 3 galvanized, double strand.

Standard wire min. 12 1/2 gauge.

High-tensile wire min. 15 1/2 gauge.

Number of wires needed: 4

Spacing: 1st wire at 16 inches above the ground, additional wires at 9 in.

Line posts (wooden): min. 4 in. diam. or 4 in. square.

Line posts (steel): studded or punched T, U, or Y shaped, with anchor plates.
Min. weight 1.3 lbs./ft. (excluding anchor plate).

PRESSURE TREATMENT FOR ALL WOOD:⁽¹⁾

*All Quantities in lbs./cu.ft

For Fence Posts:

CCA	ACQ	CBA-A	CA-B	micro CA
0.40	0.4	0.41	0.21	0.14

CCA - Chromated Copper Arsenate

ACQ - Alkaline Copper Quat,

CBA-A - Copper Boron Azole Type A

CA-B - Copper Azole Type B

Micro-CA - Dispersed Copper Azole or Micronized Copper Azole

(1) All recommendations are taken from American Wood Protection Association (AWPA) Table 5C "Sawn Products- Commodity Specification A". Except CBA-A which is the recommendation of Simpson Strong Tie Company.

Drawing not to scale.

DRAWING NO.

20

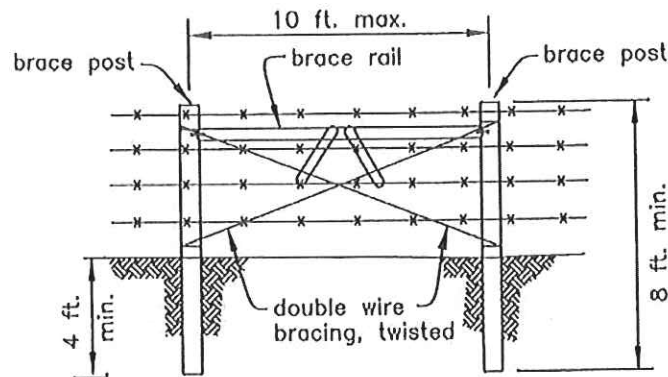
Buffalo Coal Corporation S-2006-86

BUYER
CB-23

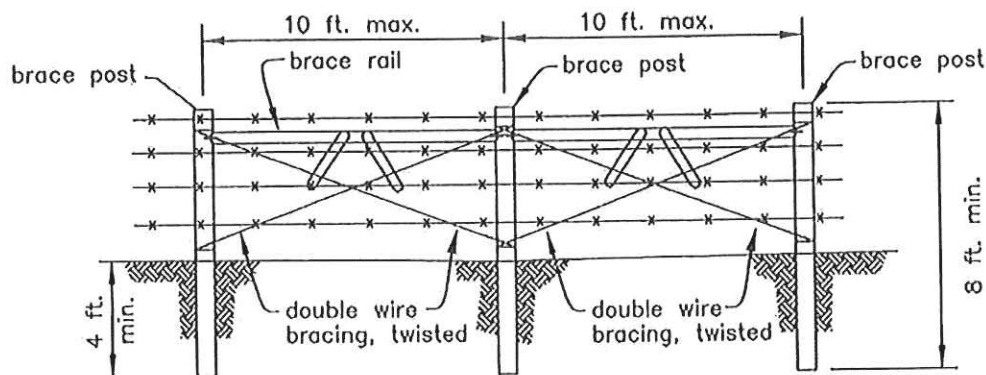
REQ. or P.D. No.
DEP15497

FENCING - SHEET 2 of 4

BARBED WIRE FENCE BRACES



SINGLE SPAN LINE BRACE ASSEMBLY



DOUBLE SPAN LINE BRACE ASSEMBLY

All corner, end, and gate posts: min. 6 in. diam. or 6 in. square.

All brace posts: min. 5 in. diam. or 5 in. square.

Brace rails (steel): min. 2 in. diam. Brace rails (wooden): min. 3½ in. diam. or 4 in. square.

PRESSURE TREATMENT FOR ALL WOOD:⁽¹⁾

*All Quantities in lbs/cu.ft

For Fence Posts:

CCA	ACQ	CBA-A	CA-B	micro CA
0.40	0.4	0.41	0.21	0.14

CCA - Chromated Copper Arsenate

ACQ - Alkaline Copper Qual

CBA-A - Copper Boron Azole Type A

CA-B - Copper Azole Type B

Micro-CA - Dispersed Copper Azole or Micronized Copper Azole

(1) All recommendations are taken from American Wood Protection Association (AWPA) Table 5C "Sawn Products- Commodity Specification A". Except CBA-A which is the recommendation of Simpson Strong Tie Company.

Drawing not to scale.

DRAWING NO. 1

21

Buffalo Coal Corporation S-2006-86

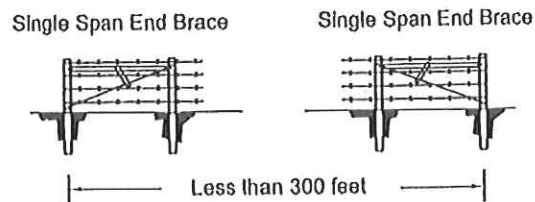
BUYER
CB-23

REQ. or P.D. No.
DEP15497

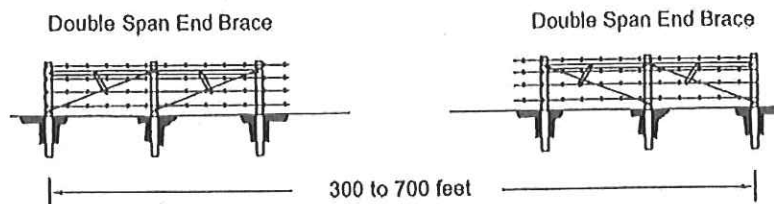
FENCING - SHEET 3 of 4

BARBED WIRE FENCE SPACING FOR BRACE ASSEMBLIES

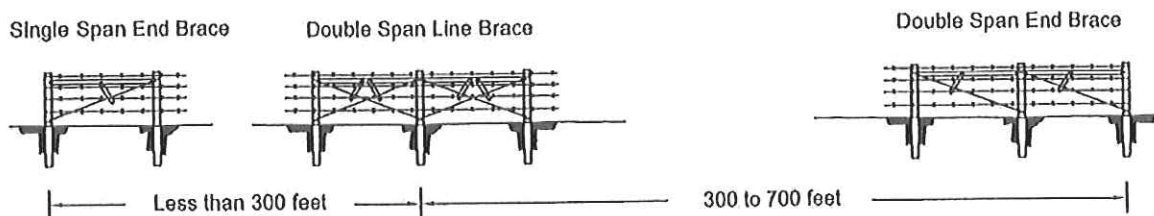
1. Use single span brace assemblies for runs of fence that are less than 300 feet between corner, end, and/or gate posts.



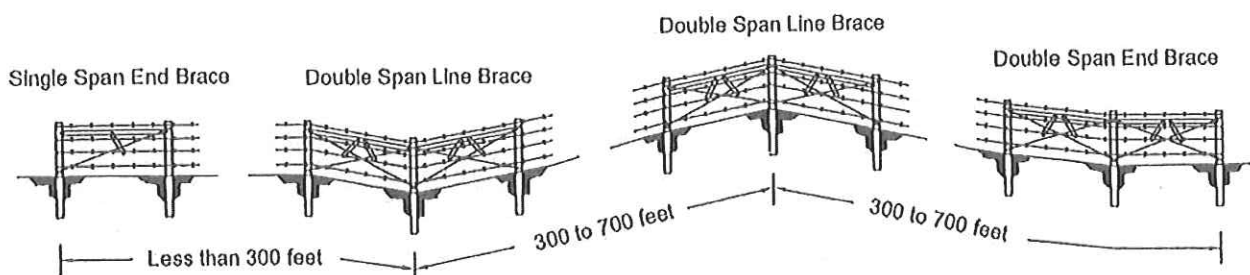
2. Use double span brace assemblies for runs of fence that are 300 to 700 feet between corner, end, and/or gate posts.



3. Use line braces to divide fence lengths where runs of fence are more than 700 feet long. A run is the distance between a corner, end or gate post and the next corner, end, or gate post.



4. On uneven terrain, locate line braces at the top and bottom of each hill.



Drawing not to scale.

DRAWING NO. 1

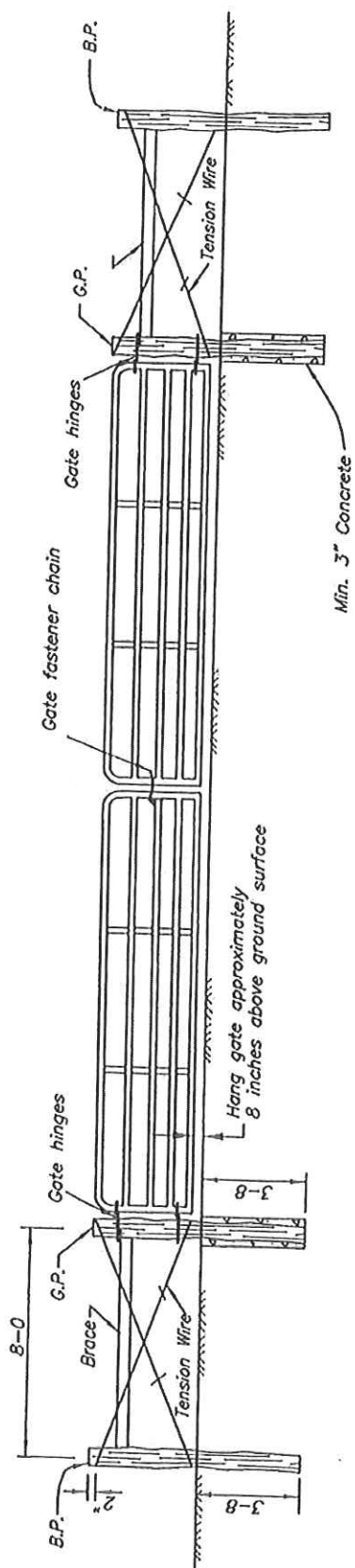
22

Buffalo Coal Corporation S-2006-86

BUYER
CB-23

REQ. or P.D. No.
DEP15497

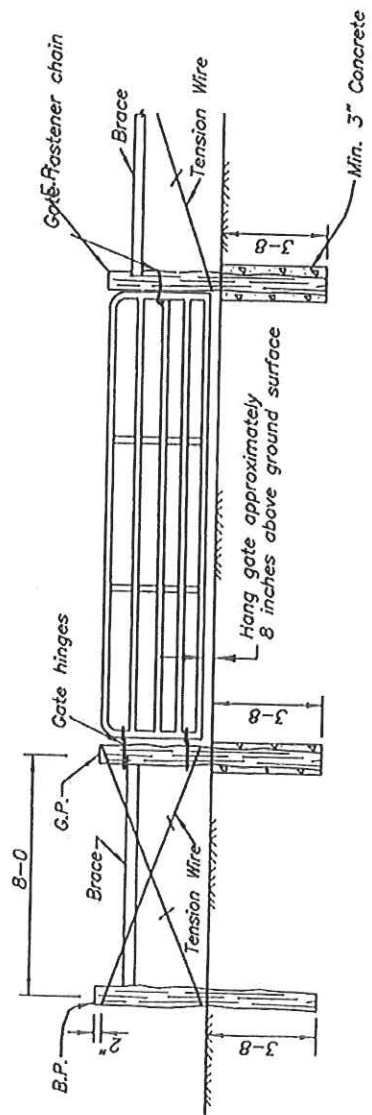
FENCING - SHEET 4 of 4



Note: All C.P., G.P. and E.P. and End Detail Post shall be embedded in high slump concrete as shown. Furnishing and installation of concrete is subsidiary to the item "Fence".

Note: At contractor's option Brace Post may be set in concrete as shown for C.P., E.P. or B.P.

TUBULAR STEEL GATE DETAIL
ACCESS ROAD B1



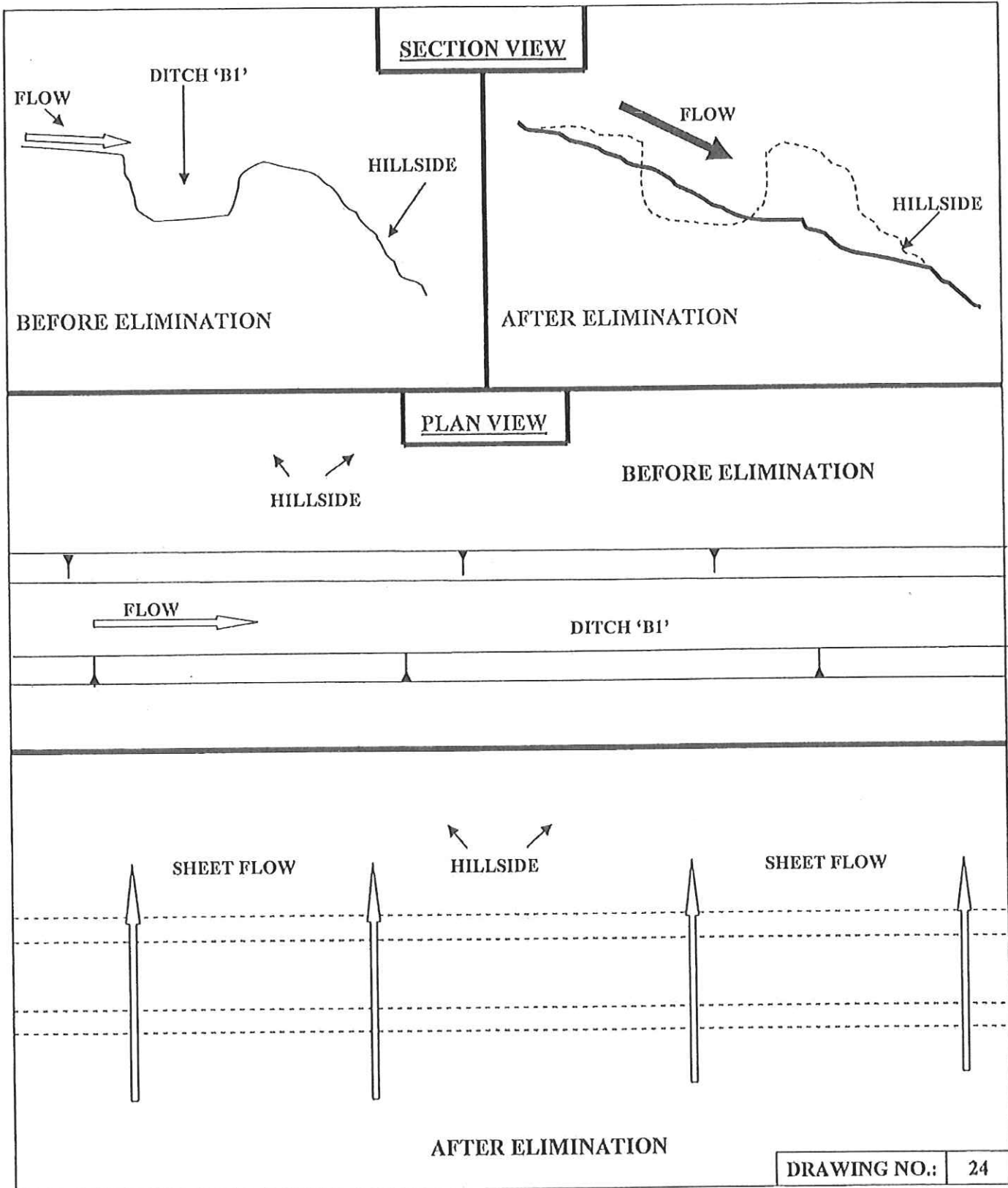
Note: All C.P., G.P. and E.P. and End Detail Post shall be embedded in high slump concrete as shown. Furnishing and installation of concrete is subsidiary to the item "Fence".

Note: At contractor's option Brace Post may be set in concrete as shown for C.P., E.P. or B.P.

TUBULAR STEEL GATE DETAIL
ACCESS ROAD A

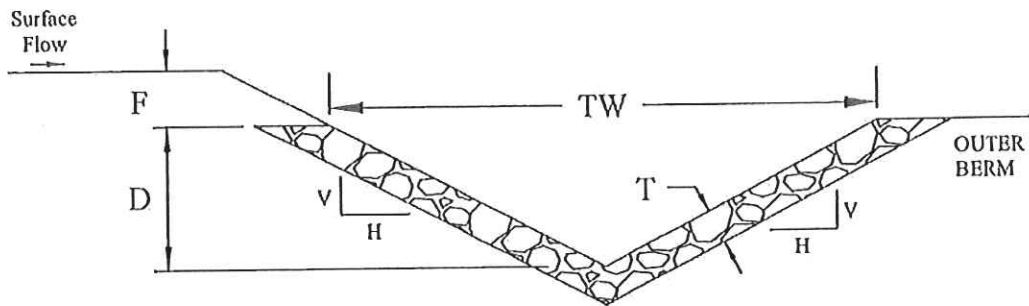
WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	REQ. OR PO NO DEP15497
DITCH 'B1' ELIMINATION	



BUYER
CB-23REQ. or P.O. No.
DEP15497

DIVERSION DITCHES 'A' and 'B2'

**TYPICAL V-DITCH X-SECTION**

DITCH/CHANNEL TYPE	TOP WIDTH -TW- (FT)	BOT. WIDTH -BW- (FT)	TOTAL DEPTH -D- (FT)	SIDE SLOPE (H/V)	RIPRAP THICKNESS -T- (FT) **	RIPRAP D ₅₀ SIZE
RIPRAP V- DITCH 'A'	25.2	0	4.2	3/1	1.5	9
* RIPRAP V-DITCH 'B2'	24.0	0	4.0	3/1	1.5	9

* Add 1.0 ft. earthen freeboard (F) on left side of Ditch 'B2' (looking 'downstream')

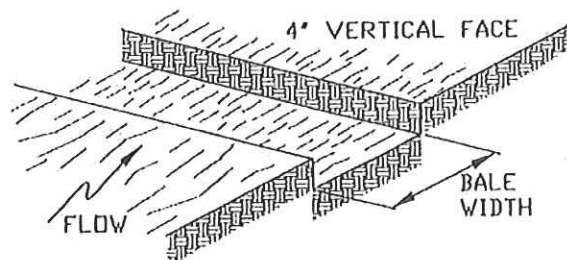
** Limestone

RIPRAP GRADATION CHART				
D ₅₀ MEDIAN STONE SIZE (IN.)	% OF MATERIAL SMALLER THAN TYPICAL STONE	TYPICAL STONE EQUIVALENT DIAMETER (IN.)	ALTERNATE SIZE DESIGNATION	STONE SIZE RANGE (IN.)
9	70 - 100	15	R-4	4 X 12
	50 - 70	12		
	35 - 50	9		
	2 - 10	3		

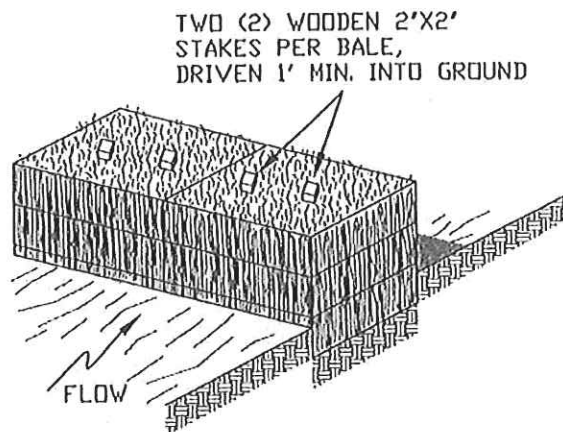
BUYER
CB-23

REQ. or P.O. No.
DEP15497

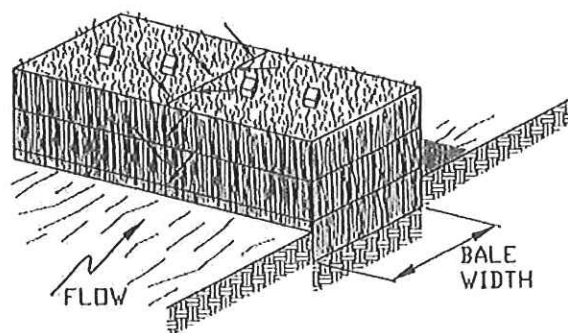
STRAW/HAY BALE DIKE



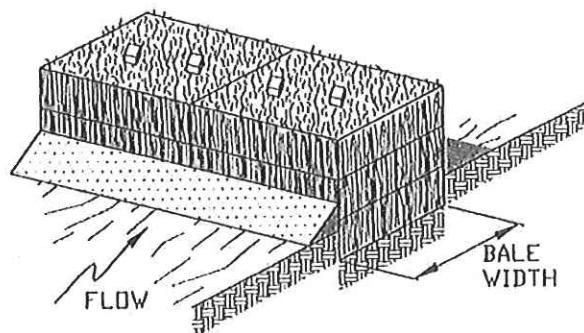
1. EXCAVATE THE TRENCH.



2. PLACE AND STAKE THE BALES.

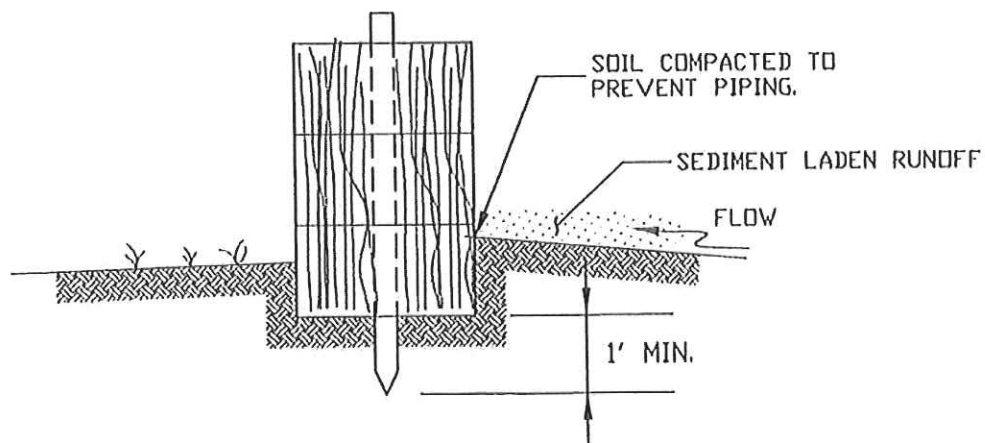


3. WEDGE LOOSE STRAW BETWEEN BALES.



4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

HAY OR STRAW BALE INSTALLATION SEQUENCE



PROPERLY INSTALLED BALE

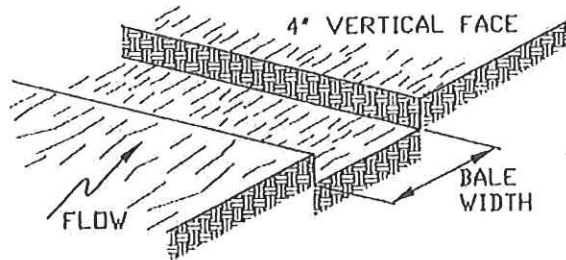
DRAWING NO.1

26

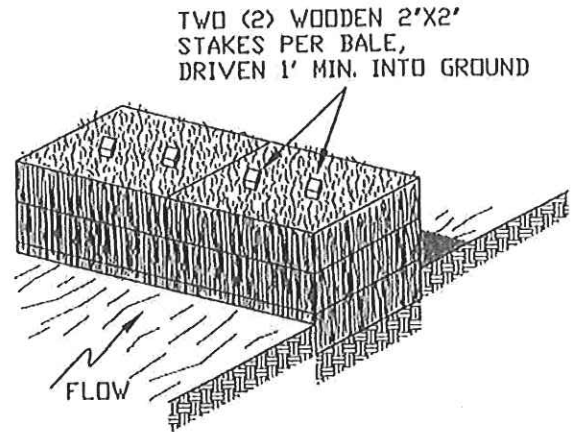
BUYER
CB-23

REQ. or P.O. No.
DEP15497

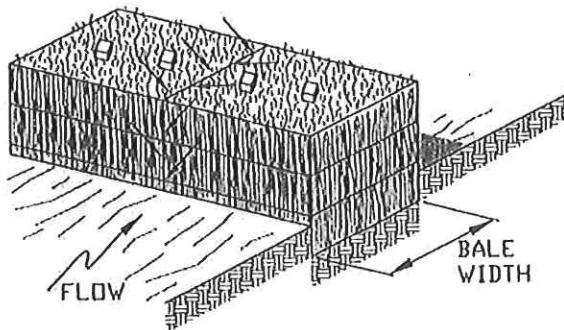
STRAW/HAY BALE DIKE



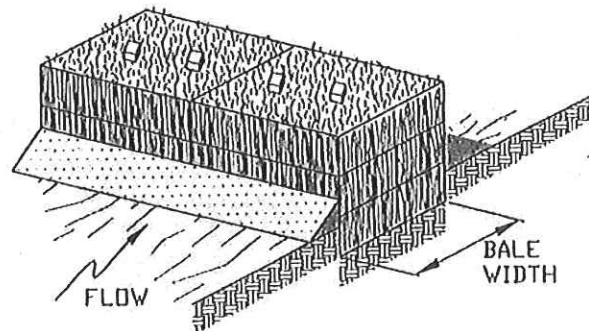
1. EXCAVATE THE TRENCH.



2. PLACE AND STAKE THE BALES.

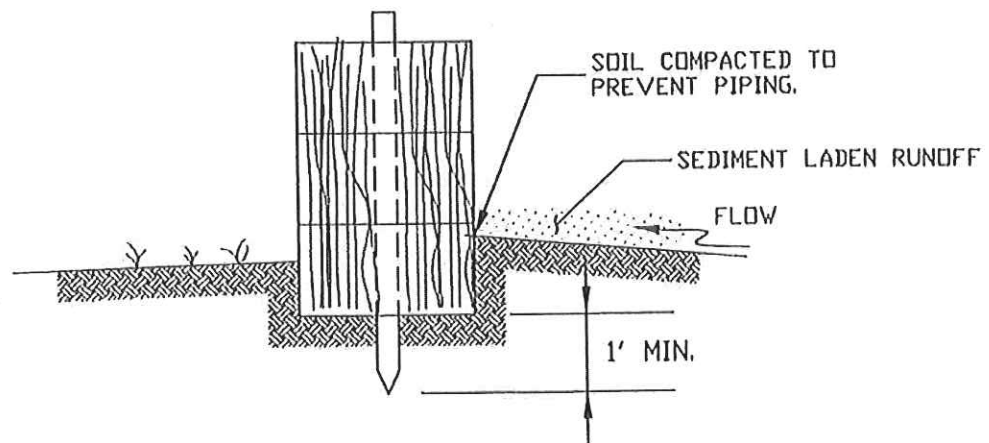


3. WEDGE LOOSE STRAW BETWEEN BALES.



4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

HAY OR STRAW BALE INSTALLATION SEQUENCE



PROPERLY INSTALLED BALE

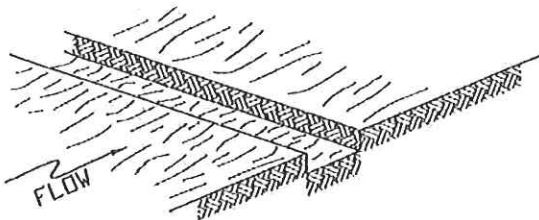
DRAWING NO.1

26

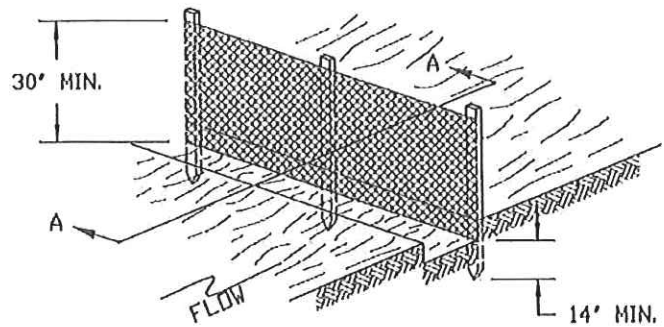
BUYER
CB-23

REQ. or P.O. No.
DEP15497

SILT FENCE INSTALLATION

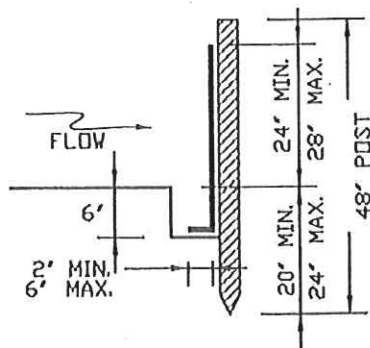


1. EXCAVATE 6" X 6" TRENCH

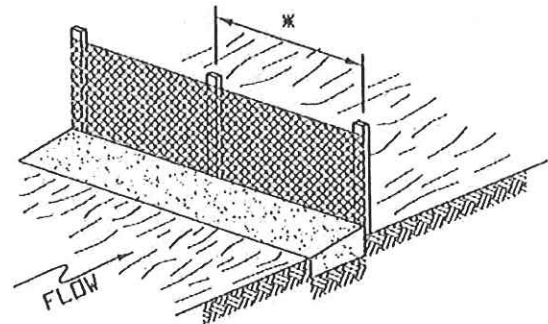


2. PLACE FENCE AT BACK EDGE OF TRENCH
(FABRIC FACING DIRECTION OF FLOW)

3. DRIVE POST UNTIL FABRIC REACHES BOTTOM OF TRENCH

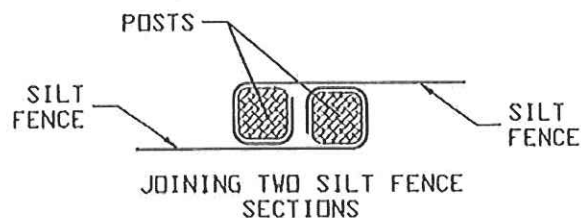


SECTION A-A



* SEE SPECIFICATIONS FOR
REQUIRED POST SPACING.

4. FILL TRENCH WITH EMBANKMENT & TAMP

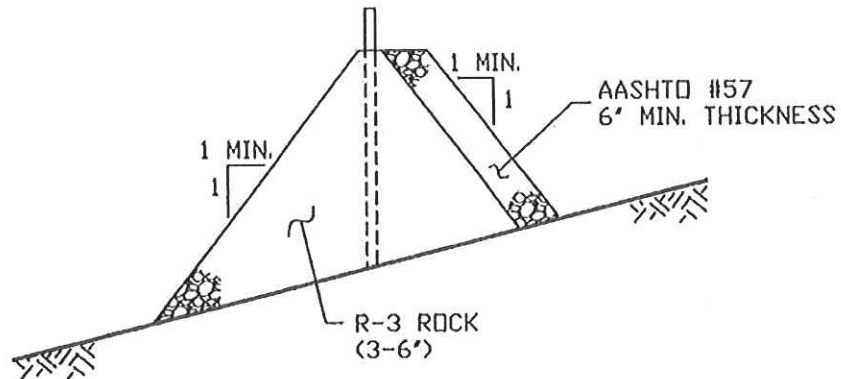


NOTE: WHEN MORE THAN ONE ROLL OF SILT FENCE IS USED, THE FENCE AT THE JUNCTION MUST BE PLACED SO THAT THE LAST POST OF THE FIRST RUN & THE FIRST POST OF THE SECOND RUN OVERLAP & ARE TIED TOGETHER.

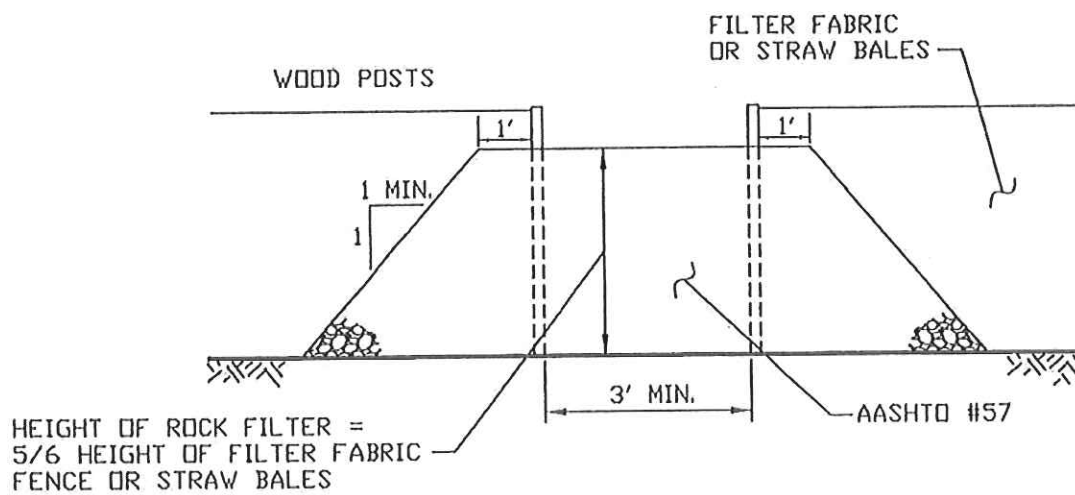
BUYER
CB-23

REQ. or P.O. No.
DEP15497

ROCK FILTER OUTLETS



OUTLET CROSS-SECTION



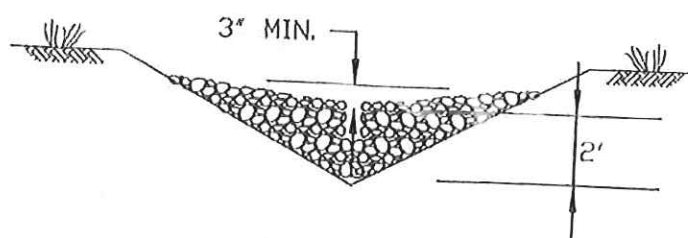
UP-SLOPE FACE

NOTE: Sediment must be removed when accumulations reach 1/3 the height of the outlet.

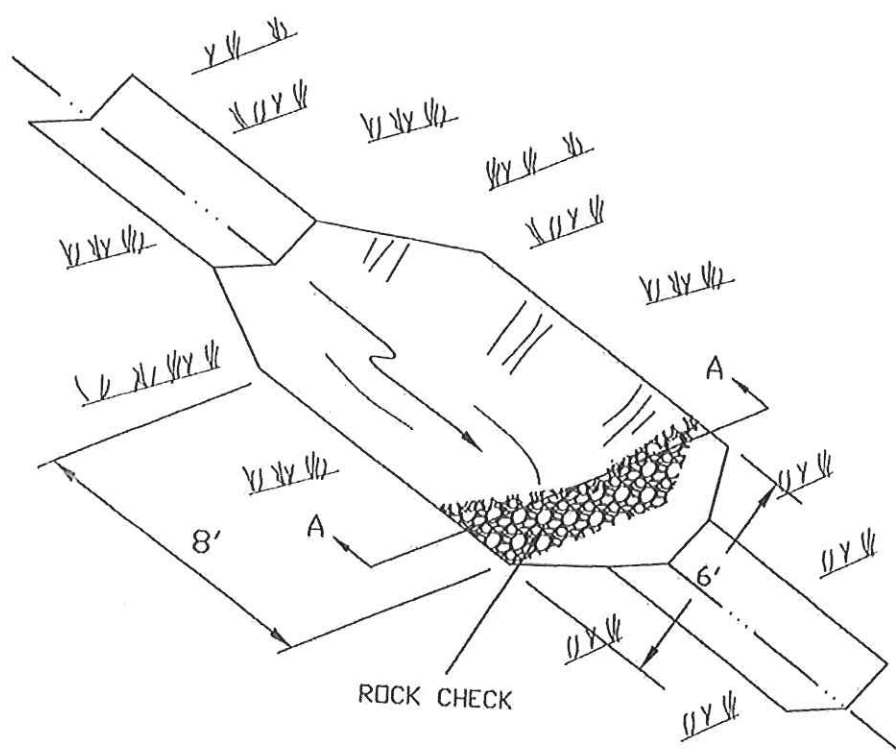
BUYER
CB-23

REQ. or P.O. No.
DEP15497

SEDIMENT CONTROL SUMP



SECTION A-A

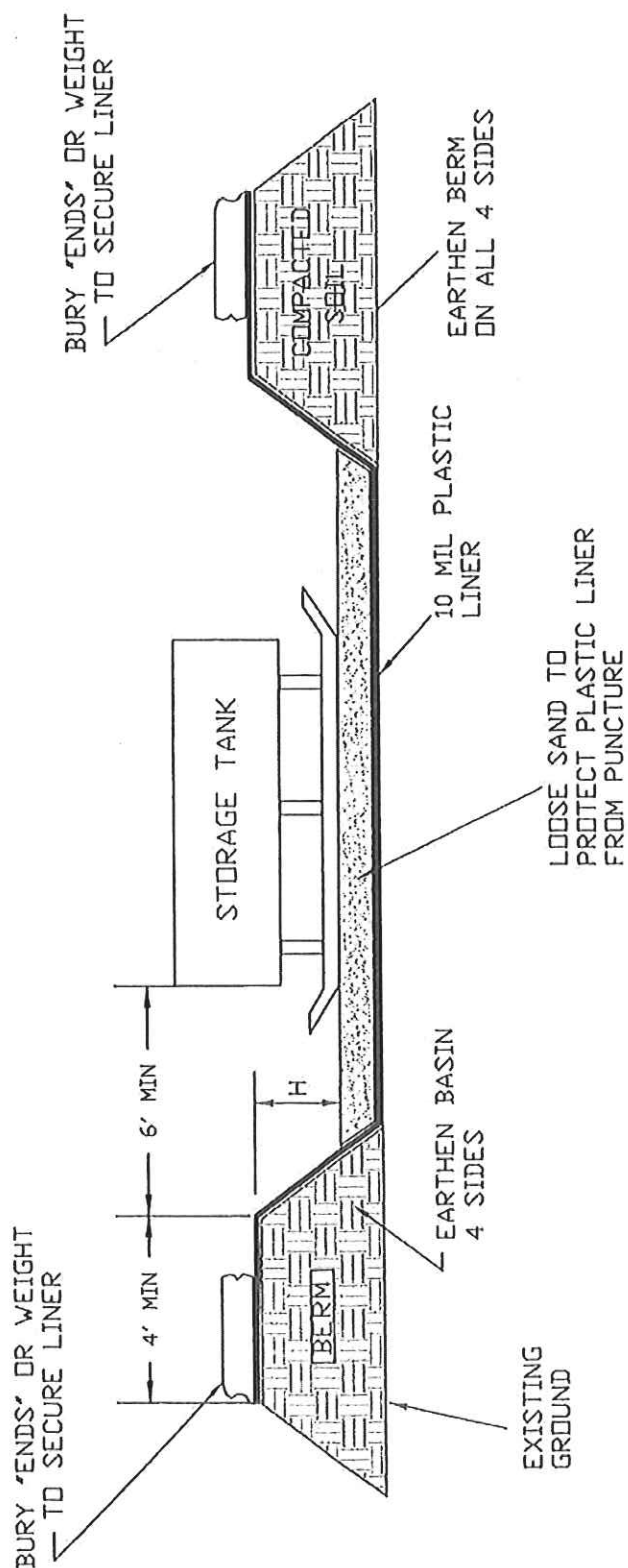


NOTE:

THE SUMP MUST BE CLEANED WHEN 60% FULL.
ROCK OR HAY BALES SHALL BE PLACED AT SUMP OUTLET.
THE MINIMUM SUMP DEPTH IS 3.0' BELOW DITCH FLOW LINE.

DRAWING NO.

29



BUYER
CB-23

REQ. or P.O. No.
DEP15497

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.

DRAWING NO.1

30



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

DEP15497

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN

304-558-2157

*B19160306 304-622-2400

PRO CONTRACTING INC
PO BOX 2442

CLARKSBURG WV 26301

V
E
N
D
O
RENVIRONMENTAL PROTECTION
DEPT. OF

OFFICE OF SPECIAL RECLAMATION

105 S. RAILROAD STREET

PHILIPPI, WV

26416-9998

304-457-3219

S
H
I
P
T
O

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2011				

BID OPENING DATE:

10/06/2011

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR RECLAMATION ON THE MINNING OPERATION OF THE BUFFALO COAL COMPANY, INC., PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, ATTACHMENT 'UNDERDRAIN #1", AND THE Q/A RESULTING FROM THE 08/30/2011 MANDATORY PRE-BID MEETING.						
THE BID OPENING DATE AND TIME ARE CHANGED AS FOLLOWS:						
FROM: 09/27/2011 AT 1:30 PM						
TO: 10/06/2011 AT 1:30 PM						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: WATER TREATMENT						
***** THIS IS THE END OF RFQ DEP15497 ***** TOTAL:						\$863,143. ⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE

304-622-2400

DATE

10-5-11

President

FEIN

06 3348007

ADDRESS CHANGES TO BE NOTED ABOVE

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

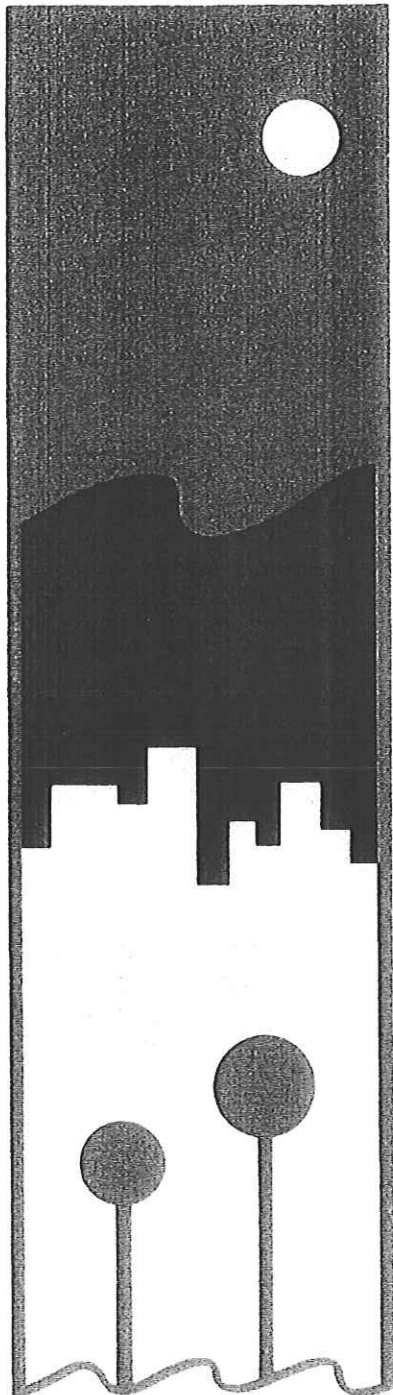
AVS OFT Report - 1/5/2010 8:28:04 AM

All OFT's where the selected entity is listed as an entity or related entity

Entity Selected (248140) Pro Contracting Inc

Description	Related Entity	% Ownership	Begin Date	End Date
Shareholder	(151167) Matthew Evans	20%	9/18/2008	
Secretary	(151167) Matthew Evans		9/18/2008	
Shareholder	(099850) David B Lang	40%	12/29/2009	
Vice President	(099850) David B Lang		12/29/2009	
Shareholder	(145524) Bryan W Reger	40%	12/29/2009	
President	(145524) Bryan W Reger		9/18/2008	
Shareholder	(145524) Bryan W Reger	80%	9/18/2008	12/29/2009

Parent Entity
 (248140) Pro Contracting Inc
 (248140) Pro Contracting Inc
 (248140) Pro Contracting Inc
 (248140) Pro Contracting Inc
 (248140) Pro Contracting Inc
 (248140) Pro Contracting Inc
 (248140) Pro Contracting Inc



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV044670

Classification:

GENERAL ENGINEERING

PRO CONTRACTING INC
DBA PRO CONTRACTING INC
PO BOX 2442
CLARKSBURG, WV 26301

Date Issued

OCTOBER 06, 2011

Expiration Date

OCTOBER 06, 2012

Authorized Company Signature

Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SB

DATE (MM/DD/YYYY)

10/03/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER United Security Agency 139 West Main Street Bridgeport, WV 26330 STEVEN P THOMPSON AAI,CIC		304-842-3314 304-842-7321	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PROCO-1	FAX (A/C, No):
INSURED PRO CONTRACTING INC DAVE LANG P O BOX 2442 CLARKSBURG, WV 26302-2442	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: CINCINNATI INSURANCE CO.			10677
	INSURER B: BRICKSTREET INSURANCE			12372
	INSURER C:			
	INSURER D:			
	INSURER E:			
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			CPP1050828	10/01/11	10/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CPA1050828	10/01/11	10/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS						\$	
<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CPP1050828	10/01/11	10/01/12	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$						\$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CPP1050828 - BROAD FOR WC10211754-04	10/01/11 10/01/11	10/01/12 10/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

PRO CONTRACTING, INC P.O. BOX 2442 CLARKSBURG WV 25302	PROCON2	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE <i>Sharon Boylea</i>

© 1988-2009 ACORD CORPORATION. All rights reserved.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pro Contracting, Inc.
of P. O. Box 2442, Clarksburg, WV 26302, as Principal, and Travelers Casualty and Surety Company
of America of 1 Tower Sq., 5PB, Hartford, CT, a corporation organized and existing under the laws of the State of Connecticut
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligor, in the penal sum of Five Percent of the total amount bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DEP15497: Reclamation: Water Treatment - Approximately 13 acres located near
Mt. Storm, WV - Grant County

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 Obligor 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
6th day of October, 2011.

Principal Corporate Seal

Pro Contracting, Inc.

(Name of Principal)

By [Signature]

(Must be President or
Vice President)

Vice President

(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America

(Name of Surety)

[Signature]

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.**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218346

Certificate No. 003280671

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. David Thomas, Richard L. Higginbotham, Bunnie Marie Perrine, Jeffery O'Dell, and Robin Hubbard-Sherrod

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of October, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 5th day of October, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is


FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of October, 2011.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



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

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

I, David B. Lang, after being first duly sworn, depose and state as follows:

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

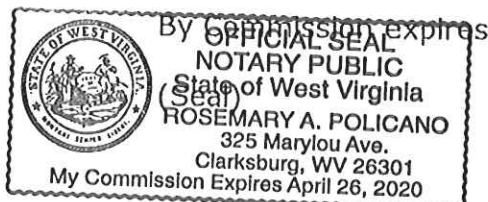
Pro Contracting, Inc.
(Company Name)

By: [Signature]

Title: Vice President

Date: 10-5-11

Taken, subscribed and sworn to before me this 5 day of October 2011



By Commission expires April 26, 2020

Rosemary Policano
(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. DEP15497STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATUREVendor's Name: Pro Contracting, Inc.Authorized Signature: [Signature] Date: 10-5-11State of West VirginiaCounty of Harrison, to-wit:Taken, subscribed, and sworn to before me this 5th day of October, 2011.My Commission expires April 26, 2020.

NOTARY PUBLIC

[Signature]

AFFIX SEAL HERE

