



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
DEP13014

PAGE
1

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

*004103656 304 984-1725
 BARNES EXC INC
 PO BOX 13384
 SISSONVILLE WV 25360

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/29/2007				

BID OPENING DATE: **01/15/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$ 1,142,350.
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF CHAFIN COAL CO./OKEMO CORP., NOW UNDER REVOKED PERMIT NUMBER(S) 0-69-82, 0-16-82, & 0-16-85.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 12/18/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR LYBURN, WV, LOGAN COUNTY & CONSISTS OF APPROXIMATELY 23.0 ACRES. PLEASE SEE THE ATTACHED DIRECTIONS TO THE ON-SITE PRE-BID LOCATION.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Catherin Barnes</i>	TELEPHONE 304-984-1725	DATE 1/22/08
TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$10,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS</p>						

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<p>LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME - <i>BARNES EXC INC.</i></p> <p>CONTRACTORS LICENSE NO. - <i>WV023257</i></p> <p>THE SUCCESSFUL BIDDER WILL REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						

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

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<p>ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND</p>						

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SIGNATURE *Catherin Barnes* TELEPHONE 304-984-1725 DATE 1/22/08

TITLE *President* FEIN 550736745 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: DEP13014</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 . ✓</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY</p>						

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<p>ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;"> <i>Catherine Barnes</i> SIGNATURE <i>Barnes Exc. Inc.</i> COMPANY <i>1/22/08</i> DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;"> DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 </p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p>						

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

BUYER CB-28	PAGE 010	REQ. OR PO NO DEP. 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

OKEMO CORP./ CHAFIN COAL CO.
O-16-82, O-69-82, O-16-85

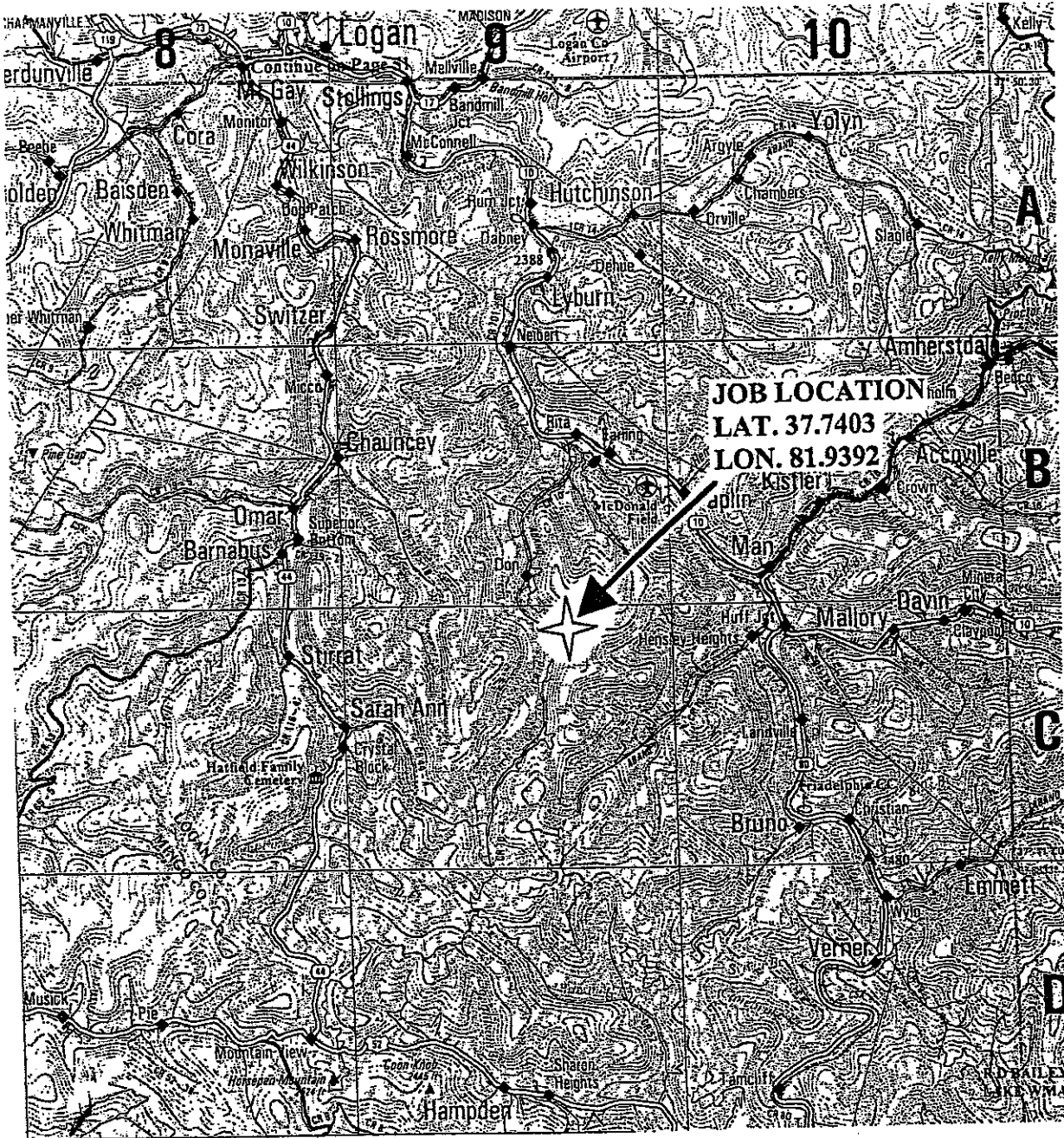
While traveling south on 119 take Logan Exit. Travel 2.3 miles and turn left onto route 73. Travel 1.0 mile and turn right onto route 10. Travel approximately 10 miles and turn right onto county route 10/4 (Rich Creek). Continue on county route 3.5 miles to mine site (area around silos).

OFFICE OF SPECIAL RECLAMATION	
DIRECTIONS TO SITE ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
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BUYER CB-23	PAGE 011	REQ. OR PO NO DEP. 13014
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**OKEMO CORPORATION
 O-16-85**



OFFICE OF SPECIAL RECLAMATION	
LOCATION MAP ATTACHMENT	
ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23	PAGE 012	REQ. OR PO NO. DEP 13014
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WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Chafin Coal and Okemo Corporation, Permits O-69-82, O-16-82 and O-16-85, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0, 22.0, and 39.0. If, fuel and lubricants are to be stored on site, bid item # 2.0, 21.0, and 38.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. Storm Water Public Notice Sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management in the form as described in bid items #9.0, 17.0, 34.0, 35.0, 45.0, 50.0, 55.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Items #4.0, 23.0, 40.0)
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.

SITE A

6. **ABANDON APPROXIMATELY THREE HUNDRED FIFTY LINEAR FEET (350') OF EXISTING REFUSE PILE ROAD ROAD**, located directly above (NE) proposed Pond 1-C in accordance with Regulation 4.9, Title 38 CSR2 and in such a manner as to regrade all erosion areas associated with the road and remove all culverts.
7. Construct approximate **SIX HUNDRED FEET (600')** of **GROUTED DIVERSION DITCH NUMBER 1-A** to convey water from above permit site, through existing fill, and into existing stream channel. Sides of channel (finished depth, freeboard, and regraded slopes above sides of ditch) shall all be finished and tracked at a two (2') feet horizontal to one (1') foot vertical slopes. Construct **DRIVE THROUGH NUMBER 1-A** to connect **EXISTING GAS WELL ACCESS ROAD** to **EXISTING MINE BENCH/TRAIL**. Cost of **DRIVE THROUGH #1-A**, excavation, finish work, and rock shall be inclusive to the cost of **DIVERSION DITCH #1-A** (see attached specifications and/or plans).
8. Construct approximately **FOURTEEN HUNDRED FEET (1400')** of **GROUTED DIVERSION DITCH NUMBER 2-A** to convey water from above refuse area to **CONCRETE HEADWALL #1-C/relocated 72" steel culvert**. Cost of rock and grout shall be inclusive to the cost of **GROUTED DIVERSION DITCH 2-A** (see attached specifications and/or plans).
9. Construct approximately **SEVEN HUNDRED FEET (700')** of **GROUTED DIVERSION DITCH NUMBER 3-A** to convey water from above refuse area to **V-DITCH 1-C**. Cost of rock and grout shall be inclusive to the cost of **GROUTED DIVERSION DITCH 3-A** (see attached specifications and/or plans).
10. Construct approximately **SIX HUNDRED FEET (600')** OF **PROPOSED UNDERDRAIN** to convey ground water along entire length of existing highwall located on North-Eastern edge of existing refuse pile to lowest existing bench where it will discharge into Grouted Diversion Ditch 3-A as shown on Site A Plan Sheet 2 Attachment. Entire length of proposed underdrain shall consist of sandstone rock wrapped with non-woven filter fabric. Cost of all excavation, rock, and filter fabric is inclusive to the cost of proposed underdrain (see attached plans and/or specifications).

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11. Remove structures and debris from site.
12. **INSTALL** approximately **THREE THOUSAND (3,000) LINEAR FEET OF HAYBALE DIKE** as shown on plan view map and as directed by WVDEP site personnel.
13. **REGRADE AND TOPSOIL** any disturbed area of refuse in a manner which eliminates existing erosion gulley and backfills and covers all exposed highwall. No slope face shall exceed a Two Horizontal to One Vertical (2H: 1V) slope. The constructed fill shall not have any lift exceeding Fifty feet (50') in elevation nor have any bench less than Twenty Feet (20') in width. Refuse material shall be covered with a minimum of one foot (1') of soil material capable of supporting the required vegetation. Final grade of all benches and surface area of fill shall be graded at a 1-3% slope towards grouted diversion ditch 2-A. The cost of any topsoil, distribution or spreading of topsoil shall be inclusive to the cost of regrading. (See attached specifications and/or plans).
14. **REGRADE AND REVEGATE APPROXIMATELY 12.0 ACRES** (see attached specifications and/or plans).
15. Existing access roads will be graded and maintained through the life of the contract. All existing roads will be left in usable condition.

SITE B

16. Break up concrete structure into pieces no greater than four feet by four feet by four feet (4'x4'x4') in size and bury on site. All reinforcing steel exposed shall be cut off at surface of concrete and disposed of in an approved manner.
17. Properly seal existing water monitoring well (see attached specifications and/or plans).
18. **REGRADE, TOPSOIL, AND REVEGATE APPROXIMATELY 2.0 ACRES.** (see attached specifications and/or plans).

SITE C

19. Construct **CONCRETE SEEP CUTOFF WALL** to collect seepage from toe/underdrain of refuse on North end of permit. Wall is approximately three hundred seventy-five (375 LF) linear feet long. The wall shall be approximately four (4') feet tall on South end and thirteen (13') feet tall on North end and eight (8") inches thick. The wall shall be keyed into Bedrock six (6") inches with one half (1/2") inch rebar reinforcing structure on twelve (12") inch spacing. The outside edge of retaining wall shall be located approximately six (6') feet away from County Road 10/4 towards refuse pile. The North end of wall shall be closed by approximately forty-five (45 LF) of wall (same construction detail), which will be tied into bedrock on the bottom and side. North end of wall shall have a twelve inch (12") HDPE DR 17 pipe approximately seventy five feet (75') long with such an elevation as to positively drain into **ALKALINITY CELL 1-C**. The void behind concrete retaining wall shall be filled with #4 sandstone riprap and covered with **NON-WOVEN FILTER FABRIC** three (3') feet below the top elevation of wall. The fabric will be capped by twelve inches (12") of topsoil capable of supporting proper vegetation. The existing road ditch shall be graded as to positively drain into Grouted Rip Rap Ditch 2-A near **CONCRETE HEADWALL #1-C**. County route 10/4 shall be graded to positively drain into existing road ditch. The cost of concrete, reinforcing steel, all stone, topsoil, filter fabric and HDPE pipe shall be inclusive to the cost of retaining wall (see attached details and specifications).

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20. **RELOCATE EXISTING SEVENTY TWO INCH (72") STEEL CULVERT and CONSTRUCT CONCRETE HEADWALL NUMBER (#1-C)** to convey water from Grouted Diversion Ditch 2-A into relocated 72" Steel Culvert as shown on attached plans. **CLEAN RELOCATED 72" STEEL CULVERT** to 100% capacity. The cost of **CLEANING and RELOCATING 72" STEEL CULVERT**, concrete and reinforcing steel shall be inclusive to the cost of Concrete Headwall #1-C (see attached specifications and/or plans).
21. **BACKFILL AND ELIMINATE APPROXIMATELY TWO HUNDRED TWENTY-FIVE LINEAR FEET (225') OF HIGHWALL**, located on the right looking downstream at toe of fill, with available material, to a finished and tracked **TWO (2') FEET HORIZONTAL TO ONE FOOT (1') VERTICAL** slope. A material borrow area, which will provide some of the material for backfilling, is located on the Southern end of the project area directly above existing 72" steel culvert. This material will be generated by the blasting and/or removal otherwise of small point to allow for construction of **GROUTED DIVERSION DITCH 2-A** (see attached specifications and/or plans).
22. Construct **EXCAVATED POND NUMBER 1-C**, according to attached specifications, to receive water from Alkalinity Cell 1-C. Pond 1-C shall have a **GROUTED RIP-RAP SPILLWAY** which will discharge into Alkalinity Cell 2-C. Under general supervision of WVDEP Personnel, **THREE BAFFLE CURTAINS** will be installed. The cost of **SPILLWAY AND BAFFLES** will be inclusive to the cost of Pond Number 1-C (see attached specifications and/or plans).
23. Construct **EXCAVATED POND NUMBER 2-C**, according to attached specifications, to received water from Alkalinity Cell 2-C. A **GROUTED RIP-RAP SPILLWAY** will be constructed from Pond Number 2-C to Concrete Headwall #3-C. Under general supervision of WVDEP Personnel, **THREE BAFFLE CURTAINS** will be installed. **CONSTRUCT CONCRETE HEADWALL NUMBER THREE-C (#3-C)** to convey all discharged water into 36" CMP which will carry water under county route 10/4 and discharge into existing Rich Creek. **INSTALL 36" CMP** to carry water from Concrete Headwall #3-C to Rich Creek. The cost of **CONCRETE HEADWALL NUMBER THREE-C (#3-C), 36" CMP, SPILLWAY, AND BAFFLES** will be inclusive to the cost of the pond 2-C (see attached specifications and/or plans).
24. Construct **ALKALINITY CELL NUMBER ONE-C (#1-C)** which will collect water from 12" HDPE DR 17 pipe of seep collection system and Riprap V-Ditch 1-C. Cell will be approximately **ONE HUNDREDTWENTY-FIVE (125') LINEAR FEET LONG WITH A VARYING WIDTH**. The width at the downstream end shall be approximately thirty five (35') linear feet, approximately fifty (50') linear feet in the middle and approximately fifty (50') linear feet at upstream end where the 12" HDPE pipe will discharge. The cell will contain **ONE FOOT (1') OF ONE AND ONE HALF (1 1/2") INCH CRUSHER RUN LIMESTONE** on the bottom. On top of the crusher run will be a **ONE FOOT (1') LAYER OF LIMESTONE 57S**. The top layer shall consist of **TWO FEET (2') of TWO INCH (2") LIMESTONE**. **TWO (2) CHECK DAMS** to impound water in cell will be constructed of **SIZE ONE AND A HALF INCH (1 1/2") LIMESTONE CRUSHER RUN**. Impounded water **SHALL NOT EXCEED FOUR FEET (4') AT ANY POINT**. Cell will be approximately **FIVE FEET (5') DEEP**. **CONCRETE HEADWALL NUMBER 2-C**, with splash pad shall be installed on the upstream embankment of Alkalinity Cell 1-C where the 12" HDPE DR 17 pipe from the collection system discharges. Alkalinity Cell 1-C shall have a **GROUTED RIP-RAP SPILLWAY**, which will discharge into POND 1-C. The cost of **CONCRETE HEADWALL #2-C, spillway and all rock** will be inclusive to the cost of alkalinity cell 1-C (see attached plans and/or specifications).
25. Construct **ALKALINITY CELL NUMBER TWO-C (#2-C)** downstream of pond 1-C. Cell 2-C will be approximately **ONE HUNDRED (100') LINEAR FEET LONG AND FIFTY (50') LINEAR FEET IN WIDTH**. The cell will contain **ONE FOOT (1') OF ONE AND ONE HALF (1 1/2") INCH CRUSHER RUN LIMESTONE** on the bottom. On top of the crusher run will be a **ONE FOOT (1') LAYER OF LIMESTONE 57S**. The top layer shall consist of **TWO FEET (2') of TWO INCH (2") LIMESTONE**. **TWO (2) CHECK DAMS** to impound water in cell will be constructed of **SIZE ONE AND A HALF INCH (1 1/2") LIMESTONE CRUSHER RUN**. Impounded water **SHALL NOT EXCEED FOUR FEET (4') AT ANY POINT**. Cell will be approximately **FIVE FEET (5') DEEP**. Alkalinity Cell 2-C shall have a **GROUTED RIP-RAP SPILLWAY**, which will discharge into Pond 2-C. The cost of spillway and all rock will be inclusive to the cost of alkalinity cell 2-C (see attached plans and/or specifications).

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26. Install approximately **THIRTEEN HUNDRED (1300') LINEAR FEET OF FORTY-EIGHT INCH (48") WIRE MESH FENCING, WITH TWO STRANDS OF BARBED WIRE ON TOP**, around Site C. **ONE (1) GATE** will be installed at an area designated on Site C Treatment Plan View attachment. The gate, fence wire, and posts will be inclusive to the cost of the fence (see attached specifications and/or plans).
27. Construct approximately **TWO HUNDRED SEVENTY-FIVE FEET (275')** of **RIPRAP V-DITCH 1-C** to convey water from discharge at toe of fill, proposed underdrain, and grouted diversion ditch 3-A to Alkalinity Cell 1-C. Cost of rock shall be inclusive to the cost of V-Ditch 1-C (see attached specifications and/or plans).
28. Construct approximately **FIVE HUNDRED LINEAR FEET (500') OF TREATMENT SITE ROAD** from the existing county road 10/4, through gate and all adjacent water treatment structures on Site C. The road base will be covered with a **WOVEN FILTER FABRIC** prior to rock placement. The cost of fabric and rock is inclusive to the cost of Treatment Site Access Road (see attached specifications and/or plans).
29. Remove structures and debris from site. Cost of this item will be incidental to the cost of **MOBILIZATION/DEMobilIZATION**.
30. **REGRADE, TOPSOIL, AND REVEGATE APPROXIMATELY 2.0 ACRES** of disturbance including area identified on **SITE C EXISTING CONDITIONS** as area disturbed by ATV traffic (see attached specifications and/or plans).

SITE D

31. Construct approximately **FOUR HUNDRED FIFTY (450') LINEAR FEET OF RIPRAP V-DITCH 1-D** to convey water from above permitted fill site to discharge point in existing stream channel. The cost of all rock shall be inclusive to the cost of V-Ditch 1-D (see attached specifications and/or plans).
32. **REMOVE** railroad tracks and ties and properly dispose of rails and ties. The cost of this item shall be inclusive to bid item #42.0 removal of debris and structures on site (see attached specifications and/or plans).
33. **REGRADE** approximately **ONE HUNDRED FIFTY FEET (150')** of existing stream embankment to a Two Horizontal to One Vertical (2H: 1V) slope. **REGRADE** entire railroad track removal area. Cover all black material with a minimum of one-foot (1') topsoil material capable of supporting the required vegetation. New stream bank protection, approximately **ONE HUNDRED FIFTY FEET LONG (150') BY THIRTY FEET WIDE (30')**, shall be lined with a minimum **THREE FOOT (3')** depth of sandstone shot rock according to specifications. The cost of all rock and installation shall be inclusive to **STREAMBANK PROTECTION** of this area. The cost of all regrading and topsoil distribution shall be inclusive to the cost of **REGRAIDING** of these areas (see attached specifications and/or plans).
34. Remove structures and debris from site.
35. **INSTALL** approximately **ONE THOUSAND (1,000) LINEAR FEET OF HAYBALE DIKE** as shown on plan view map and as directed by WVDEP site personnel.
36. **REGRADE AND REVEGATE APPROXIMATELY 1.0 ACRE** (see attached specifications and/or plans).

SITE E

37. Remove and properly dispose of railroad tracks and ties. The cost of this item shall be inclusive to bid item #6.0 removal of debris and structures on site (see attached specifications and/or plans).

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38. Construct approximately **FIVE HUNDRED FEET (500')** of **RIPRAP V-DITCH 1-E** to convey water from existing ground through site E into Rich Creek. Cost of all rock will be inclusive to the cost of V-DITCH 1-E (see attached specifications and/or plans).
39. Eliminate existing pond 1 located at northern end of site (see attached specifications).
40. Remove structures and debris from site.
41. **INSTALL** approximately **ONE THOUSAND (1,000) LINEAR FEET OF HAYBALE DIKE** as shown on plan view map and as directed by WVDEP site personnel.
42. **REGRADE AND REVEGATE APPROXIMATELY 2.0 ACRES** (see attached specifications and/or plans).

SITE F

43. Demolish, remove, and properly dispose of two (2) silos, concrete foundation, and belt structure. The cost of this item shall be inclusive to bid item #42.0 removal of debris and structures on site (see attached specifications and/or plans).
44. Remove structures and debris from site.
45. Remove and properly dispose of any coal and black material not suitable for supporting vegetation. Coal and black material may be isolated in backfill of highwall in an approved "high and dry" manner (see attached specifications and/or plans).
46. **BACKFILL AND ELIMINATE APPROXIMATELY SEVEN HUNDRED LINEAR FEET (700') OF HIGHWALL**, with available material, directly behind the existing silos and belt structure to a finished and tracked **TWO (2') FEET HORIZONTAL TO ONE FOOT (1') VERTICAL** slope (see attached specifications and/or plans).
47. Eliminate existing pond 7 located behind existing silos (see attached specifications).
48. Construct/Reconstruct **POND 1-F**. A **GROUTED RIP-RAP SPILLWAY** will be constructed from pond 1-F to County road (10/4) ditch. Cost of rock and construction of spillway will be inclusive to the cost of Pond 1-F (see attached specifications and/or plans).
49. **REGRADE AND REVEGATE APPROXIMATELY 2.0 ACRES** (see attached specifications and/or plans).

SITE G


50. **BACKFILL AND ELIMINATE APPROXIMATELY ONE HUNDRED LINEAR FEET (100') OF HIGHWALL**, with available material, to a finished and tracked **TWO (2') FEET HORIZONTAL TO ONE FOOT (1') VERTICAL** slope. (See attached specifications and/or plans).
51. Remove/Eliminate two (2) existing ponds including all discharge pipes. Properly dispose of all removed pipe (see attached specifications and/or plans).
52. Remove/bury on site concrete structures. All exposed reinforcing steel shall be cut off at surface of concrete and disposed of in an approved manner. The cost of this item shall be inclusive to bid item #42.0 removal of debris and structures on site (see attached specifications and/or plans).

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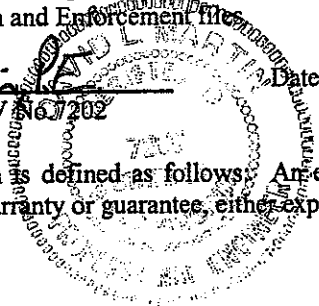
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53. Cut/Remove portion of freshwater dam, located in existing stream (Rich Creek), as indicated on Site G FRESH WATER DAM REMOVAL ATTACHMENT. Concrete shall be buried on site. All reinforcing steel exposed shall be cut off at surface of concrete and disposed of in an approved manner. Remove and dispose of metal structure located on top of freshwater dam in an approved manner. The cost of this item shall be inclusive to bid item #42.0 removal of debris and structures on site (see attached specifications and/or plans)
54. Remove and/or properly dispose of any coal and black material not suitable for supporting vegetation. Coal and black material may be isolated in backfill of highwall in an approved "high and dry" manner (see attached specifications and/or plans).
55. Remove and properly dispose of railroad tracks and ties. The cost of this item shall be inclusive to bid item #42.0 removal of debris and structures on site (see attached specifications and/or plans).
56. Remove structures and debris from site.
57. Construct POND 1-G. Pond 1-G shall have a **GROUTED RIP-RAP SPILLWAY** that will discharge into existing stream (Rich Creek). The cost of all rock and grout shall be inclusive to the cost of Pond 1-G (see attached specifications and/or plans).
58. **REGRADE AND REVEGATE APPROXIMATELY 2.0 ACRES** (see attached specifications and/or plans).

I, David L Martin, Sr, the undersigned, hereby certify ¹ 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.


 Registered Professional Engineer WV No. 7202

Date: SEPTEMBER 13, 2007



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.

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>OKEMO CORP.</u>				
PERMIT NUMBER(S): <u>O-16-85</u>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>13,650.</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>900.</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>13,650.</u>
4.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>13,650.</u>
5.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
6.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>15,000.</u>
<u>SITE A</u>				
7.0	LUMP SUM	<u>ABANDON EXISTING REFUSE PILE ROAD</u>	LUMP SUM	\$ <u>2,000.</u>
8.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ <u>95,000.</u>
9.0	<u>REVEGETATION</u>			
9.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>3,300.</u>
9.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>3,300.</u>
9.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>3,300.</u>
9.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>3,300.</u>
10.0	3000 LF	<u>HAYBALE DIKE (MAX BID \$5.00 per LF)</u>	\$ <u>4.00</u> per lf	\$ <u>12,000.</u>
11.0	<u>GROUTED RIPRAP DITCHES</u>			
11.1	LUMP SUM	<u>CONSTRUCT GROUTED DIVERSION DITCH 1-A</u>	LUMP SUM	\$ <u>43,000.</u>

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 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
11.2	LUMP SUM	<u>CONSTRUCT GROUTED DIVERSION DITCH 2-A</u>	LUMP SUM	\$ <u>75,000.</u>
11.3	LUMP SUM	<u>CONSTRUCT GROUTED DIVERSION DITCH 3-A</u>	LUMP SUM	\$ <u>20,000.</u>
12.0	LUMP SUM	<u>CONSTRUCT PROPOSED UNDERDRAIN</u>	LUMP SUM	\$ <u>75,000.</u>
<u>SITE B</u>				
13.0	LUMP SUM	<u>REGRADING AND TOPSOILING</u>	LUMP SUM	\$ <u>5,000.</u>
<u>REVEGETATION</u>				
14.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>550.</u>
14.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>550.</u>
14.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>550.</u>
14.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>550.</u>
15.0	LUMP SUM	<u>SEAL GROUND WATER WELL</u>	LUMP SUM	\$ <u>1,500.</u>
<u>SITE E</u>				
<u>REVEGETATION</u>				
16.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>550.</u>
16.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>550.</u>
16.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>550.</u>
16.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>550.</u>
17.0	1000 LF	<u>HAYBLE DIKE (MAX BID \$5.00 per LF)</u>	\$ <u>4.00</u> PER LF	\$ <u>4,000.</u>
18.0	LUMP SUM	<u>CONSTRUCT RIPRAP V-DITCH 1-E</u>	LUMP SUM	\$ <u>25,000.</u>
19.0	LUMP SUM	<u>ELIMINATE POND 1</u>	LUMP SUM	\$ <u>2,000.</u>
<u>OKEMO CORP O-16-85 PERMIT TOTAL</u>				\$ <u>433,950</u>

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 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<u>CHAFIN COAL CO</u>				
<u>O-69-82</u>				
20.0	LUMP SUM	MOBILIZATION/DEMobilIZATION (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>17,000.</u>
21.0	LUMP SUM	SPILL CONTAINMENT AREA (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>900.</u>
22.0	LUMP SUM	HAULROAD /ACCESS ROAD(5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>1,000.</u>
23.0	LUMP SUM	CONSTRUCTION STAKEOUT (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>1,000.</u>
24.0	NO BID ITEM	UTILITIES	NO BID ITEM	
<u>SITE C</u>				
25.0	LUMP SUM	BACKFILL	LUMP SUM	\$ <u>10,000.</u>
26.0	LUMP SUM	REGRADE/TOPSOIL	LUMP SUM	\$ <u>3,000.</u>
27.0	<u>REVEGETATION</u>			
27.1	LUMP SUM	AGRICULTURAL LIME	LUMP SUM	\$ <u>550.</u>
27.2	LUMP SUM	FERTILIZER	LUMP SUM	\$ <u>550.</u>
27.3	LUMP SUM	MULCH	LUMP SUM	\$ <u>550.</u>
27.4	LUMP SUM	VEGETATIVE SPECIES	LUMP SUM	\$ <u>550.</u>
28.0	LUMP SUM	RIPRAP V-DITCH 1-C	LUMP SUM	\$ <u>15,000.</u>
29.0	LUMP SUM	CONSTRUCT CONCRETE HEADWALL 1-C	LUMP SUM	\$ <u>8,000.</u>
30.0	LUMP SUM	CONSTRUCT FENCE	LUMP SUM	\$ <u>10,500.</u>
<u>WATER QUALITY ABATEMENT</u>				
31.0	LUMP SUM	CONSTRUCT TREATMENT SITE ROAD	LUMP SUM	\$ <u>15,000.</u>
32.0	LUMP SUM	CONSTRUCT ALKALINITY CELL 1-C	LUMP SUM	\$ <u>45,000</u>
33.0	LUMP SUM	CONSTRUCT ALKALINITY CELL 2-C	LUMP SUM	\$ <u>45,000</u>

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 ENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
34.0	LUMP SUM	<u>CONSTRUCT POND 1-C</u>	LUMP SUM	\$ <u>30,000.</u>
35.0	LUMP SUM	<u>CONSTRUCT POND 2-C</u>	LUMP SUM	\$ <u>30,000.</u>
36.0	LUMP SUM	<u>CONSTRUCT CONCRETE SEEP CUTOFF WALL</u>	LUMP SUM	\$ <u>140,000.</u>
<u>CHAFIN COAL CO O-69-82 PERMIT TOTAL</u>				\$ <u>373,600.</u>

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 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<u>OKEMO CORP</u>				
<u>O-16-82</u>				
37.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>5,000.</u>
38.0	LUMP SUM	<u>SPILL CONTAINMENT AREA</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>900.</u>
39.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>1,000.</u>
40.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>2,500.</u>
41.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
42.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>150,000.</u>
<u>SITE D</u>				
43.0	LUMP SUM	<u>REGRADE/TOPSOIL</u>	LUMP SUM	\$ <u>2,000.</u>
43.1	LUMP SUM	<u>STREAMBANK PROTECTION</u>	LUMP SUM	\$ <u>20,000.</u>
<u>REVEGETATION</u>				
44.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>250.</u>
44.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>250.</u>
44.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>250.</u>
44.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>250.</u>
45.0	1000 LF	<u>HAYBLE DIKE</u> (MAX BID \$5.00 per LF)	\$ <u>4.00</u> PER LF	\$ <u>4,000.</u>
46.0	LUMP SUM	<u>RIPRAP V-DITCH 1-D</u>	LUMP SUM	\$ <u>14,000.</u>

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<u>SITE F</u>				
47.0	LUMP SUM	<u>BACKFILL</u>	LUMP SUM	\$ <u>45,000.</u>
48.0	LUMP SUM	<u>REGRADING AND TOPSOILING</u>	LUMP SUM	\$ <u>6,000.</u>
<u>REVEGETATION</u>				
49.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>550.</u>
49.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>550.</u>
49.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>550.</u>
49.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>550.</u>
50.0	LUMP SUM	<u>CONSTRUCT POND 1-F</u>	LUMP SUM	\$ <u>8,000.</u>
51.0	LUMP SUM	<u>ELIMINATE POND 7</u>	LUMP SUM	\$ <u>10,000.</u>
<u>SITE G</u>				
52.0	LUMP SUM	<u>BACKFILL</u>	LUMP SUM	\$ <u>32,000.</u>
53.0	LUMP SUM	<u>REGRADING AND TOPSOILING</u>	LUMP SUM	\$ <u>5,000.</u>
<u>REVEGETATION</u>				
54.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>550.</u>
54.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>550.</u>
54.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>550.</u>
54.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>550.</u>

BUYER CB-23	PAGE 024	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
55.0	LUMP SUM.	<u>CONSTRUCT POND 1-G</u>	LUMP SUM	\$ <u>14,000.</u>
56.0	LUMP SUM	<u>ELIMINATE PONDS</u>	LUMP SUM	\$ <u>10,000.</u>
		<u>OKEMO O-16-82 PERMIT TOTAL</u>		\$ <u>334,800.</u>
		<u>OKEMO O-16-85 PERMIT TOTAL</u>	\$	<u>433,950.</u>
		<u>CHAFIN COAL CO O-69-82 PERMIT TOTAL</u>	\$	<u>373,600.</u>
		<u>OKEMO O-16-82 PERMIT TOTAL</u>	\$	<u>334,800.</u>
		<u>PURCHASE ORDER TOTAL</u>	\$	<u>1,142,350.</u>

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable. Pursuant to Legislative Rule 148-CSR1, 6.4.2. The Director may accept or reject, in whole or in part, any bid when the Director feels it to be in the best interest of the State. If any bid is rejected, the Director shall place a written explanation in the purchase order file.

BUYER CB-23	PAGE 125	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

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

BID ITEM TECHNICAL SPECIFICATIONS

1.0, 20.0, 37.0 MOBILIZATION/DEMobilIZATION

This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site necessary to begin work on a substantial phase of the contract. It shall also include installation of a project sign according to the attached specification and all demobilization activities. No deduction will be made nor will any increase be made in the Lump Sum Mobilization/Demobilization Item Amount, regardless of decreases or increases in the final total contract amount or for any other cause. (Shall not exceed 5% of the Total Bid for this permit.)

Prior to demobilization, an inspection is required to be conducted by the Department of Environmental Protection's Specialist and the contractor to insure compliance with contract performance.

2.0, 21.0, 38.0 SPILL CONTAINMENT AREA (S.C.A.)

Spill containment measures shall be used for fuel and lubricant storage areas. All containers, barrels, buckets, cans, etc., are to be legally disposed of off site. Used lubricants are to be disposed of according to state law to minimize pollution to the local surface and ground water supplies. Spills are the responsibility of the contractor and need immediate clean up and maintained at no expense to the State. This S.C.A. shall be constructed in accordance with the typical drawing specification. (See Attachment) Alternate containment measures will be considered for approval by the Program Manager if acceptable results can be shown. Fuel tanks manufactured with secondary containment are acceptable. Minimum secondary containment is 110 percent. (Bid limited to \$1,000.00 maximum)

3.0, 22.0, 39.0 HAULROAD/ACCESS ROAD

The contractor shall maintain and/or construct haul-road/access road during the reclamation process to provide access on a well drained surface. The access road to and on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Roads which are below the project shall be guarded against rolling rock and free there from. Dust-control measures may be necessary if hauling creates airborne material. Snow removal to be included in this item.

4.0, 23.0, 40.0 CONSTRUCTION STAKEOUT

This work shall consist of furnishing, placing, and maintaining construction layout stakes necessary for the proper execution of the work required under the Contract, production of as-built drawings, and of performing topographic surveys and obtaining surveyed cross-sections for accurate determination of pay item quantities. Construction stakeout shall be under the supervision of a Registered Professional Engineer or Licensed Land Surveyor and all drawings signed and/or sealed by such. (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.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

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

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

Vendor's Name: BARNES EXC. INC.

Authorized Signature: Catherine Barnes Date: 1/22/08

AGENCY _____ (A)
 RFQ/RFP# _____ (B)

Bid Bond

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

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
 _____ (C) of _____ (D), _____ (E)
 as Principal, and _____ (F) of _____ (G),
 _____ (H), a corporation organized and existing under the laws
 of the State of _____ (I) with its principal office in the City of
 _____ (J), as Surety, are held and firmly bound unto The State
 of West Virginia, as Obligee, in the penal sum of _____ (K)
 (\$ _____ (L)) for the payment of which, well and truly to be made,
 we jointly and severally bind ourselves, our heirs, administrators, executors,
 successors and assigns.

The Condition of the above obligation is such that whereas the Principal
 has submitted to the Purchasing Section of the Department of Administration
 a certain bid or proposal, attached hereto and made a part hereof to enter into a
 contract in writing for _____ (M)

NOW THEREFORE.

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their
 hands and seals, and such of them as are corporations have caused their corporate
 seals to be affixed hereto and these presents to be signed by their proper officers,
 this _____ (N) day of _____ (O), 20 _____ (P).

Principal Corporate Seal

(R)

(U)

Surety Corporate Seal

 (Name of Principal)
 By _____
 (Must be President or
 Vice President)

 Title

 (Name of Surety)

 Attorney-in-Fact

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Barnes Exc., Inc.
of Sissonville, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of OH
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Okemo Corporation/Chafin Coal DEP13014 - According to Plans & Specifications

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
15th day of January, 2008.

Principal Corporate Seal

Barnes Exc., Inc.
(Name of Principal)
By Catherine Barnes
(Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: Gregory T. Gordon
Gregory T. Gordon, WV Resident Agent Attorney-in-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER AND ISSUED PRIOR TO 08/27/07, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 4752152 06

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint LARRY D. KERR, GREGORY T. GORDON, PATRICIA A. FINCKE, STEPHEN B. STODGEN, PATRICIA A. MOYE, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 27th day of AUGUST A.D., 2007.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaid, Jr.

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

State of Ohio County of Medina ss.:

On this 27th day of AUGUST A.D., 2007, before me personally came Richard L. Kinnaid, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin

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

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of January A.D., 2008.



Frank A. Carrino Secretary