



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

RFQ COPY

TYPE NAME/ADDRESS HERE

CARPENTER Reclamation Inc.
 P.O. Box 13015
 Sissonville WV 25360
 License # WV007728

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-558-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.
01/10/2008			
BID OPENING DATE: 01/22/2008		BID OPENING TIME: 01:30 PM	

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM #1 *****						
ADDENDUM ISSUED FOR THE CHAFIN COAL PROJECT PER THE PRE-BID MEETING OF 12/18/07, TO DISTRIBUTE THE SIGN-IN SHEET AND THE Q/A RESULTING FROM THAT MEETING.						
ENCLOSED ARE TWO (2) PAGES OF SIGN-IN SHEETS, FOUR (4) PAGES OF Q/A, AND THREE (3) REVISED OR ADDITIONAL SKETCHES.						
THE BID DATE AND OPENING TIME HAVE BEEN EXTENDED TO 01/22/08 @ 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73	\$/	1,857,903.00
RECLAMATION: RESTORATION OF LAND						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Kelley Carpenter* TELEPHONE: 9841115 DATE: 1/22/08
 TITLE: *President* FEIN: 550693493 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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

Pre-Bid Conference
SIGN IN SHEET
(Please print legibly)

Request for Proposal No: DEP13014

Date: 12-18-07

<u>Representative & Firm Name</u>	<u>Mailing Address</u>	<u>Telephone & Fax Number</u> <u>Email Address</u>
EX: <u>Chuck Bowman</u> Chuck Bowman WV State Purchasing Division	<u>PO Box 50130</u> 2019 Washington Street East Charleston, WV 25305	T: <u>304-538-2157</u> F: <u>304-538-4115</u> Email: <u>cbowman@wvadmin.gov</u>
<u>1. Mike Evans</u> KANAWHA SERVICE	<u>P.O. Box 503</u> Martinsburg, WV 25135	T: <u>304-755-8271</u> F: <u>304-755-8274</u> Email: <u>MIKE.EVANS@KANAWHASERVICE.COM</u>
<u>2. Donald H. Bowers</u> GREEN MOUNTAIN CO.	<u>511 50th STREET</u> CHARLESTON WV 25304	T: <u>304-925-0253</u> F: <u>304-925-9250</u> Email: <u>Don.H.Bowers@GMC.COM</u>
<u>3. Robert Barnes</u> BARNES EXC. INC. PO Box	<u>PO Box 13384</u> Sissonville WV 25360	T: <u>304-474-0255</u> F: <u>304-474-0256</u> Email: <u>rob@barnesexc.com</u>
<u>4. Andrew W. Smith</u> EASTMAN AERIAL	<u>PO BOX 4103</u> CHARLESTON WV 25360	T: _____ F: _____ Email: _____
<u>5. Kevin Bradford</u> Piedmont Paving & Excavating	<u>P.O. Box 1290</u> Pineville WV 24874	T: <u>304-732-8303</u> F: <u>304-732-7855</u> Email: <u>FORP@PDM.COM</u>
<u>6. GEORGE FRESHMAN</u> EAGLE EXCAVATION INC.	<u>PO Box 218</u> KENNERSVILLE WV 25248	T: <u>(604) 372-4378</u> F: <u>(604) 372-4378</u> Email: <u>ADW@EAGLEEXCAVATION.COM</u>
<u>7. Ron Hayward</u> BEAR CONTRACTING	<u>PO Box 1196</u> Pridemore WV 26270	T: <u>304-842-3002</u> F: <u>304-842-9423</u> Email: _____
<u>8. Alvin Hensley</u> Environmental Management	<u>Box 1260</u> St Albans	T: <u>304-722-0079</u> F: _____ Email: _____
<u>9. Alvin Hensley II</u> Hensley LLC	<u>P.O. Box 1437</u> Lynchfork WV	T: <u>304-752-9387</u> F: _____ Email: _____

Please PRINT legibly. All information is essential to contact attendees in a timely manner.
If possible, please provide a company business card.

Pre-Bid Conference
SIGN IN SHEET
(Please print legibly)

Request for Proposal No: DEP.3014

Date: 12/8/07

<u>Representative & Firm Name</u>	<u>Mailing Address</u>	<u>Telephone & Fax Number</u> <u>Email Address</u>
EX. <u>Chuck Bowman</u>	<u>PO Box 50130</u>	T: <u>304-588-2157</u>
<u>Chuck Bowman</u>	<u>2019 Washington Street East</u>	F: <u>304-588-4115</u>
<u>WV State Purchasing Division</u>	<u>Charleston, WV 25305</u>	Email: <u>cbowman@wvadmission.gov</u>
1. <u>Banque Concrete</u>	<u>PO Box 12015</u>	T: <u>954-1115</u>
<u>Randy Company</u>	<u>5150 NW 14 St</u>	F: <u>954-2736</u>
<u>Concrete Reinforcement</u>		Email:
2. <u>Pro 270</u>	<u>390 Conroy Rd</u>	T: <u>765-3521</u>
<u>Robert L. Collins Jr.</u>	<u>Flowerwoods WV</u>	F: <u>765-3521</u>
<u>Collins Building & Construction</u>	<u>26621</u>	Email: <u>CS Collins & Co. Inc. WV</u>
3. <u>Bulldog Excavating INC.</u>	<u>P.O. Box 58</u>	T: <u>304-475-3400</u>
<u>Lowell Henstey</u>	<u>Waukegan, WV</u>	F: <u>304-475-3900</u>
	<u>25685</u>	Email: <u>Bulldogexcavating@hotmail.com</u>
4. <u>Mike Emyart</u>	<u>412 Solitude Rd</u>	T: <u>740 377 4208</u>
<u>sons Inc</u>	<u>South Point, OH</u>	F: <u>740 377 9435</u>
<u>Construction</u>	<u>45680</u>	Email:
<u>ERT-STATE PIPELINE</u>		
5.		
6.		
7.		
8.		
9.		

Please PRINT legibly. All information is essential to contact attendees in a timely manner. If possible, please provide a company business card.



004

west virginia department of environmental protection

Office of Special Reclamation
601 57th St, SE
Charleston, WV 25304
Phone (304)926-0499 / Fax (304)926-0458

Joc Manchin III, Governor
Stephanie R. Timmermeyer, Cabinet Secretary
www.wvdep.org

MEMORANDUM

To: Chuck Bowman, Senior Buyer

From: Charlie Stover *CS/10/26*

Date: October 23, 2007

Subject: Addendum to DEP 13014 Okemo / Chafin Pre-bid Conference Questions & Answers

The following questions were asked during the Pre-bid conference held on December 18, 2007, @ 10:00 am. The responses to these questions are also provided.

- 1) Q. Requisition shows on pages 82, 85, 106, & 109 that ponds 1c, 2c, 1f and 1G are lined, but the scope of work does not specify liners. Are liners required?
A. No, these ponds are for sediment control and for the settling of metals and will be cleaned with an excavator.
- 2) Q. Can the concrete from the silos and foundations be buried on site?
A. Yes, but there will be no exposed reinforcing steel from the broken pieces of concrete.
- 3) Q. Is the structure on the upper end of Site F over bonded?
A. Yes, the truck dump structure is overbonded, as well as the ponds in front of the silos. Any debris or disturbance on the overbonded area will need to be cleaned up and repaired.
- 4) Q. Where can we get material for the backfill?
A. Material for the backfill of highwalls will need to be generated from site reclamation or the contractor can make arrangements to get fill off site.
- 5) Q. What is the height of the highwall to be backfilled?
A. The exposed rock highwall will need to be backfilled to cover the exposed rock.
- 6) Q. What is the length of the railroad?
A. Approximately ½ mile of track will need to be removed. The start point of the track removal will be at the north end of Site G.

DEP 13014 Addendum

- 7) Q. Do we need to regrade the area where the railroad tracks are to be removed?
A. Yes, the railroad track removal area will be regraded to sheet flow and revegetated.
- 8) Q. What site are we standing on?
A. Site G.
- 9) Q. Do we need to eliminate the highwall on the railroad track right of way cuts?
A. No, just what is specified on the site plans in the requisition.
- 10) Q. Where does the railroad track end
A. On Site D at the end of the upstream permit boundary.
- 11) Q. Does the railroad track run thru Site G?
A. Yes, from the north end of Site G to Site D permit boundary.
- 12) Q. What site is this?
A. This is Site D.
- 13) Q. Is the gas line that runs through Site D active?
A. According to Equitable Gas Company, the gas lines below Site B are inactive. This will need to be verified by calling Miss Utility before construction begins.

Comment - There is a small sump with culvert that will need to be eliminated on the north end of Site D.

- 14) Q. How wide is the sandstone fill area behind the seep cutoff wall?
A. This will be answered in the addendum that will be sent out to all attending contractors.
- 15) Q. Do we excavate to a 45' width the entire length of the wall?
A. No, the 45' width will be at the end of the wall where the wall ties into the rock outcrop.
- 16) Q. Do we excavate down a total of 13' depth?
A. Yes, just at the lower end of the seep cutoff wall.
- 17) Q. How do you know that it will be 4' of excavation to bedrock on the upper end of the wall and 13' of excavation to bedrock on the lower end of the seep cutoff wall?
A. We determined this be the depth to bedrock which is exposed in the creek bed.
- 18) Q. How much excavation will there be behind the seep cutoff wall?
A. This will be addressed in the addendum as well, but we don not want the tow of the refuse pile cut out and left hanging.

006

- 19) Q. What is the exposed height of the seep cutoff wall?
A. There will be 2' of the wall exposed next to the road (10/4).
- 20) Q. Is the wall embedded into the bedrock?
A. Yes, the wall will be embedded 6" into the bedrock.
- 21) Q. Do we chip out 6" of the bedrock for the width of the wall?
A. Yes, the wall will be embedded 6" into the bedrock so we can cut off any water seeping along the top of the bedrock.
- 22) Q. Are the power lines active that run along the seep cutoff wall construction area?
A. There is a transition point below this site where AEP lines terminate and the private line begins. This private line is supposed to be inactive at this point, but this will need to be verified with 'miss utility' prior to the start of construction.
- 23) Q. Can we look at 72" culvert to be relocated?
A. Yes. (pointed out relocated culvert area)
- 24) Q. Is this a new buried gas line that runs thru alkalinity cell and on site location?
A. No, this is just an access road that was created when gas lines were upgraded.
- 25) Q. Does this highwall get removed at upper end of alkalinity cell 1C site?
A. Yes, this will be removed as a potential borrow area for needed fill material.
- 26) Q. Does this highwall (above alkalinity cell 1c) get removed to create space to construct alkalinity cells and ponds?
A. No, this highwall will be removed for borrow material and to make space for grouted riprap channel 2A.
- 27) Q. Are channels 1a and 2a connected?
A. No. Channel 1a will be constructed in an eroded area up the hollow from where channel 2a begins.
- 28) Q. Channel 1a stops at toe of eroded area?
A. Yes. There will be an undisturbed section of stream channel between the end of channel 1a and the beginning of channel 2a.
- 29) Q. Which direction does the finished top of the refuse pile tilt?
A. The refuse pile will be graded to sheet flow surface runoff to the left side, looking downstream and will eliminate the exposed highwalls on the right side looking downstream.
- 30) Q. Where is channel 2a located?
A. Channel 2a will run along the refuse pile/ original ground interface on the left side of the refuse pile looking downstream.
- 31) Q. Where do we get the material to cover the refuse pile?
A. From the highwall borrow area above alkalinity cell 1c. There may also be additional material generated from the construction of channel 1a.

007

- 32) Q. Will the face of the refuse pile be benched?
A. Yes. The benches will comply with the existing face of fill regulations.

- 33) Q. Is there an access road to this refuse pile?
A. There is a partial access road at the foot of the fill which we walked up. You will have to create an access road up here and reclaim the road to the completion of construction.

- 34) Q. Do we have a potential borrow area here at Site B?
A. There will be material generated from the removal of the concrete slab on this site.

- 35) Q. Do we leave the gas well access road going uphill open?
A. Yes. The road will be left open during and after construction of channel 1a.

- 36) Q. Will all slopes created by the construction of channel 1a be grade to a 2h to 1v slope?
A. Yes. All slopes created will be graded to a 2h to 1 v slope.

- 37) Q. Is the channel 1a construction site a source for borrow material?
A. Yes. We anticipate material being generated from the construction of channel 1a.

- 38) Q. Is the area above the channella drive thru bonded under this permit?
A. Yes. The bonded area extends to the end of a diversion ditch which feeds into channel 1a.

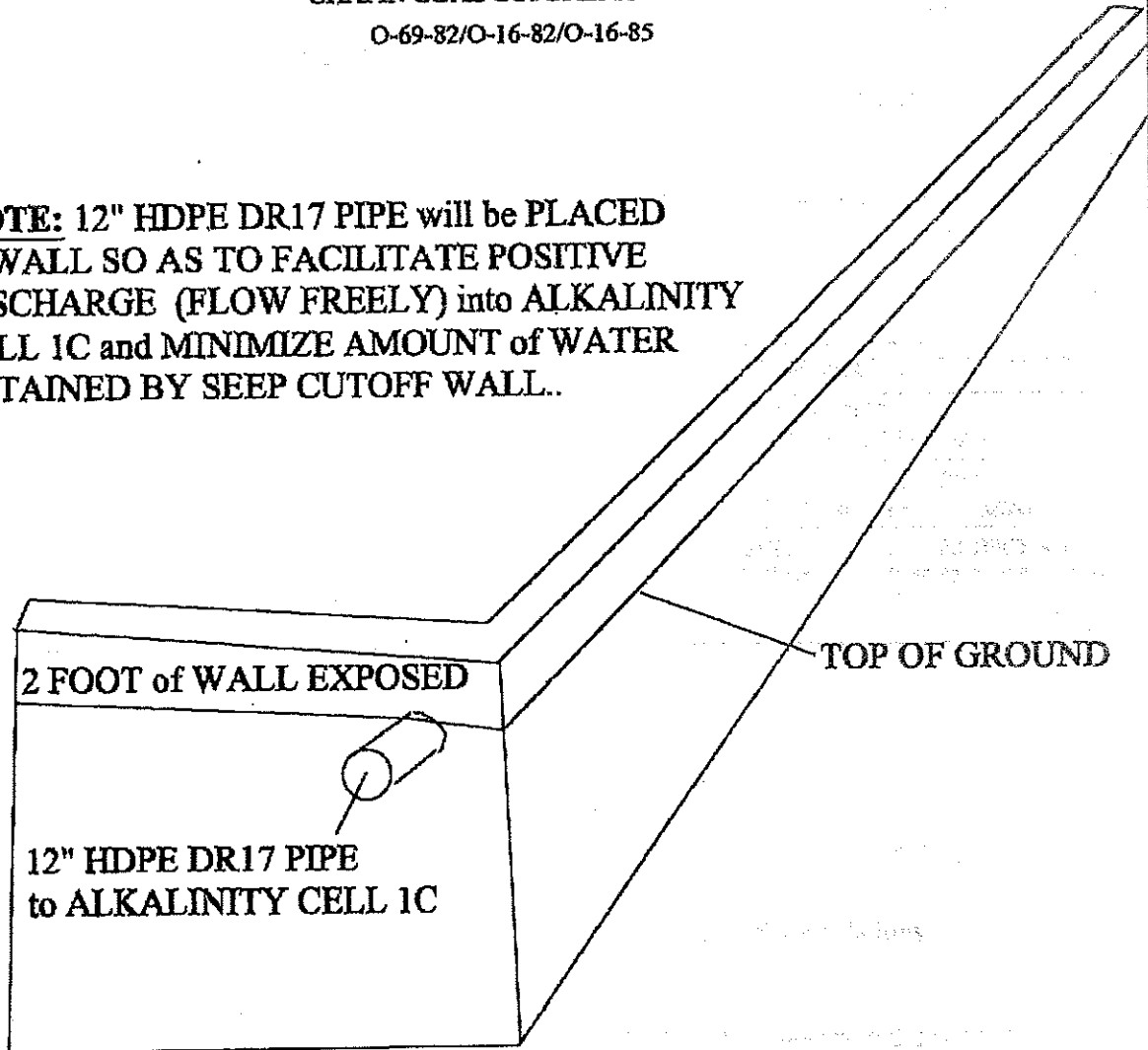
- 39) Q. What is the width of this bonded area?
A. The bonded area extends to the pre-law highwall that is exposed on the right side (facing downstream) of channel 1a construction area. See page 64 Site A Sheet 1 in requisition.

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

BUYER CB-23	PAGE 1	REQ. OR PO NO DEF 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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

NOTE: 12" HDPE DR17 PIPE will be PLACED
in WALL SO AS TO FACILITATE POSITIVE
DISCHARGE (FLOW FREELY) into ALKALINITY
CELL 1C and MINIMIZE AMOUNT of WATER
RETAINED BY SEEP CUTOFF WALL..

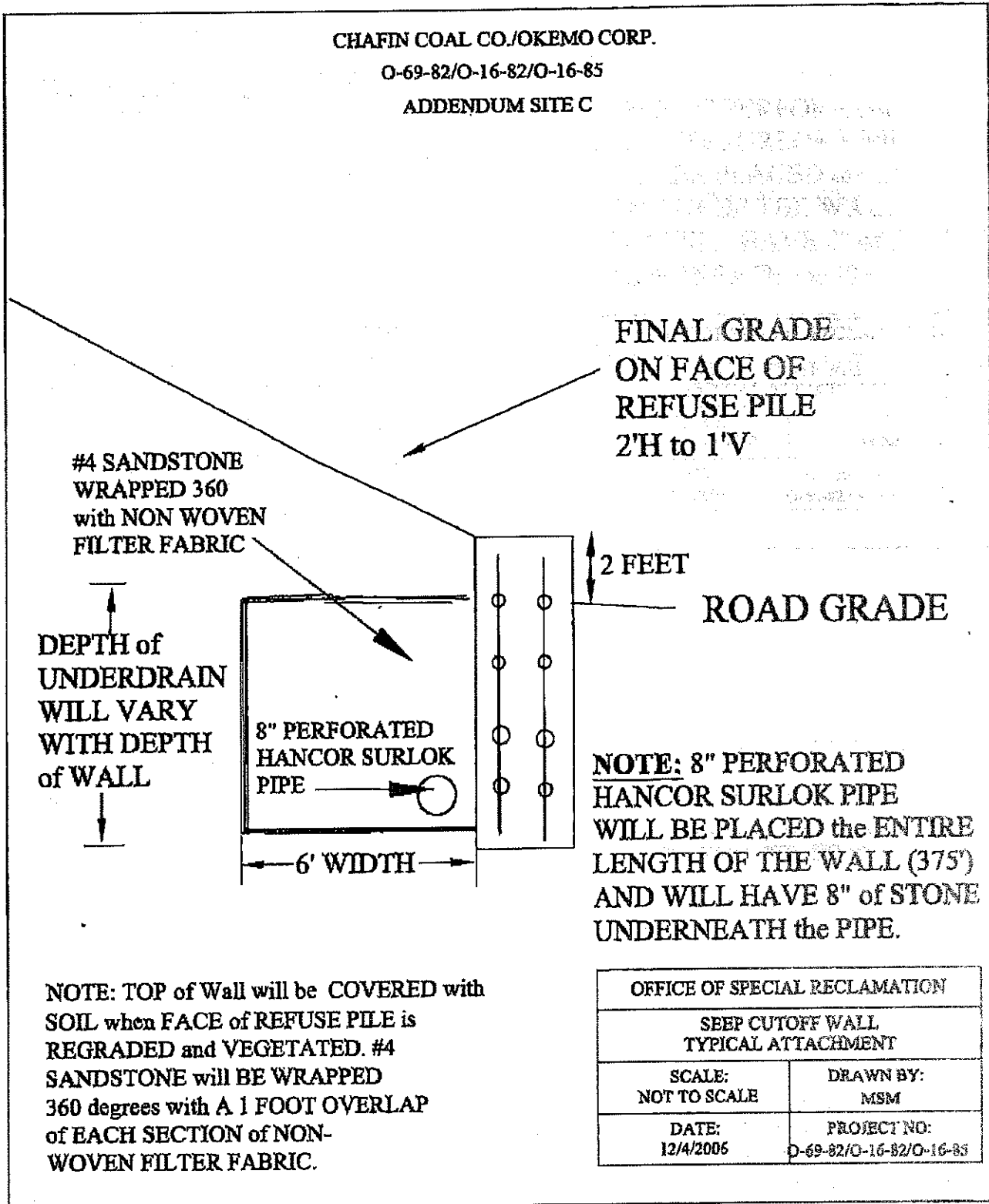


OFFICE OF SPECIAL RECLAMATION	
SEEP CUTOFF WALL TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: O-69-82/O-16-82/O-16-85

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

BUYER CB-23	PAGE 2	REQ. OR PONO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

CHAFIN COAL CO./OKEMO CORP.
 O-69-82/O-16-82/O-16-85
 ADDENDUM SITE C



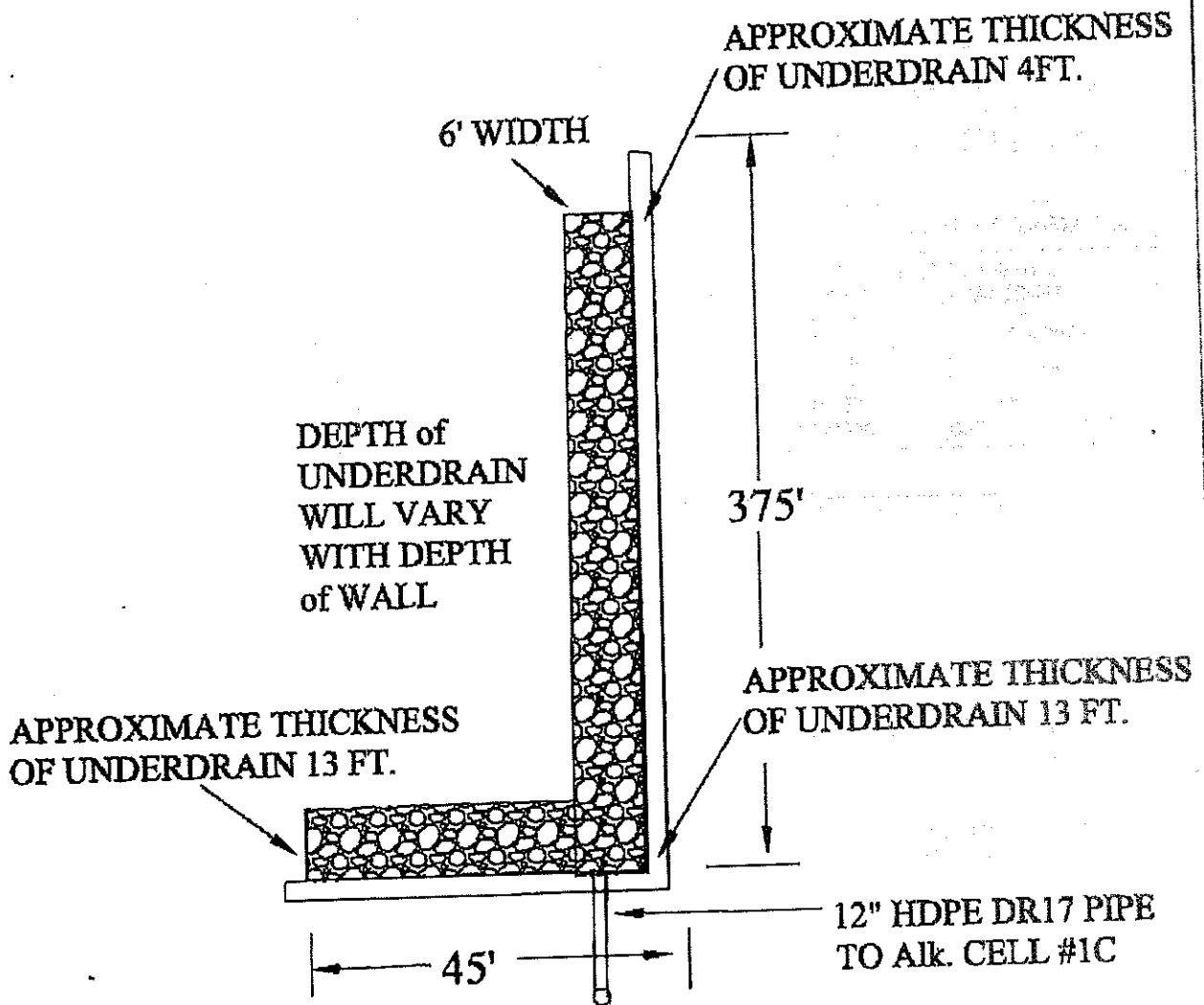
NOTE: TOP of Wall will be COVERED with SOIL when FACE of REFUSE PILE is REGRADED and VEGETATED. #4 SANDSTONE will BE WRAPPED 360 degrees with A 1 FOOT OVERLAP of EACH SECTION of NON-WOVEN FILTER FABRIC.

OFFICE OF SPECIAL RECLAMATION	
SEEP CUTOFF WALL TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: O-69-82/O-16-82/O-16-85

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

BUYER CB-23	PAGE 3	REQ. OR PONG DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

CHAFIN COAL CO./OKEMO CORP.
 O-69-82/O-16-82/O-16-85
 ADDENDUM SITE C



NOTE: TOP of Wall will be COVERED with SOIL when FACE of REFUSE PILE is REGRADED and VEGETATED. #4 SANDSTONE will BE WRAPPED 360 degrees with A 1 FOOT OVERLAP of EACH SECTION of NON-WOVEN FILTER FABRIC.

OFFICE OF SPECIAL RECLAMATION	
SEEP CUTOFF WALL TOP VIEW ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: O-69-82/O-16-82/O-16-85



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

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

SISSONVILLE WV 25360-0015

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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		\$ 1,857,903.00
RECLAMATION: RESTORATION OF LAND 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. 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 12/18/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. 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. ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Kelley Carpenter* TELEPHONE: *9841115* DATE: *1/28/08*

TITLE: *President* FEIN: *550693493* 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
DEP13014

PAGE
2

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

VENDOR

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

SISSONVILLE WV 25360-0015

SHIP TO

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

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

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

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

RFQ NUMBER
DEP13014

PAGE
3

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

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/29/2007				
BID OPENING DATE: 01/15/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <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>		

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

RFQ NUMBER
DEP13014

PAGE
4

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

VENDOR

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

SISSONVILLE WV 25360-0015

SHIP TO

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

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

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<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>CARPENTER Reclamation Inc.</i></p> <p>CONTRACTORS LICENSE NO. - <i>WV007728</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>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>KC</i>	TELEPHONE	DATE <i>1/22/08</i>
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

RFQ NUMBER
 DEP13014

PAGE
 5

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

VENDOR

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

 SISSONVILLE WV 25360-0015

SHIP TO

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

DATE PRINTED 11/29/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 01/15/2008 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

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

RFQ NUMBER
DEP13014

PAGE
6

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

RODNEY

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

SISSONVILLE WV 25360-0015

S H I P T O

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

DATE PRINTED 11/29/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 01/15/2008 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

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**

RFQ NUMBER
DEP13014

PAGE
7

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

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

 SISSONVILLE WV 25360-0015

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

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

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				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 REQUISITION NO.: DEP13014 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 NO.'S: NO. 1 <input checked="" type="checkbox"/> 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 BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE 9841115	DATE 1/22/08
TITLE <i>President</i>	F.E.I.N. 550693493	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:
DEP13014

PAGE:
8

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

VENDOR

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

 SISSONVILLE WV 25360-0015**

SHIP TO

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

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

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: center;"> <i>Kelley Carpenter</i> SIGNATURE <i>Carpenter Reclamation 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>KC</i>	TELEPHONE	DATE <i>1/22/08</i>
---------------------	-----------	---------------------

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

RFQ NUMBER
DEP13014

PAGE
9

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

VENDOR

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

SISSONVILLE WV 25360-0015

SHIP TO

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

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

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
RFQ. NO.: DEP13014 BID OPENING DATE: 01/15/2008 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304-984-2770</i> CONTACT PERSON (PLEASE PRINT CLEARLY): <i>RANDY Carpenter 984-1115 543-1726</i> ***** THIS IS THE END OF RFQ DEP13014 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>KC</i>	TELEPHONE	DATE <i>1/22/08</i>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

BUYER CB-28	PAGE 110	REQ. OR PO NO DEP. 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

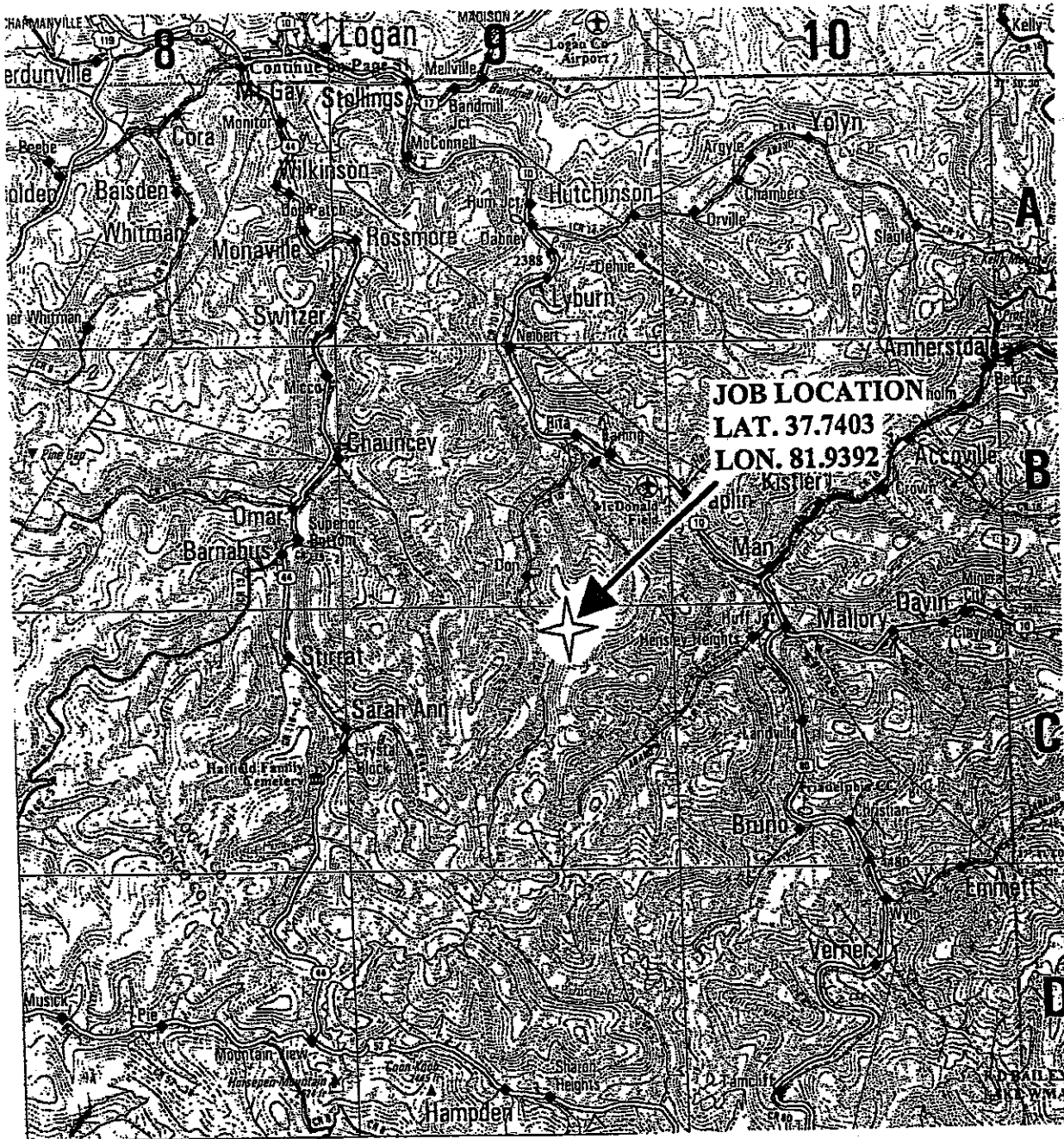
OKEMO CORP./ CHAFIN COAL CO.
O-16-82, O-69-82, O-16-85

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:

BUYER CB-23	PAGE 011	REQ. OR PO NO DEP. 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

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

NV-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).

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

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).

BUYER CB-23	PAGE 114	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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

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).

BUYER CB-23	PAGE 015	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:

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 **REGRADE** 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).

BUYER CB-23	PAGE 016	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: :

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).

BULKY	DATE	DEP 13014
CB-23	017	
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: :

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 #167202 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.

BUYER CB-23	PAGE 018	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: CARPENTER RECLAMATION INC.

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	MOBILIZATION/DEMobilIZATION (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>25,000.00</u>
2.0	LUMP SUM	SPILL CONTAINMENT AREA (S.C.A.) (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1.00</u>
3.0	LUMP SUM	HAULROAD/ACCESS ROAD (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>25,000.00</u>
4.0	LUMP SUM	CONSTRUCTION STAKEOUT (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>25,000.00</u>
5.0	NO BID ITEM	UTILITIES	NO BID ITEM	
6.0	LUMP SUM	STRUCTURE AND/OR DEBRIS REMOVAL	LUMP SUM	\$ <u>160,000.00</u>
<u>SITE A</u>				
7.0	LUMP SUM	ABANDON EXISTING REFUSE PILE ROAD	LUMP SUM	\$ <u>20,000.00</u>
8.0	LUMP SUM	REGRAVING AND TOPSOILING	LUMP SUM	\$ <u>36,000.00</u>
9.0	<u>REVEGETATION</u>			
9.1	LUMP SUM	AGRICULTURAL LIME	LUMP SUM	\$ <u>6,000.00</u>
9.2	LUMP SUM	FERTILIZER	LUMP SUM	\$ <u>6,000.00</u>
9.3	LUMP SUM	MULCH	LUMP SUM	\$ <u>6,000.00</u>
9.4	LUMP SUM	VEGETATIVE SPECIES	LUMP SUM	\$ <u>6,000.00</u>
10.0	3000 LF	HAYBALE DIKE (MAX BID \$5.00 per LF)	\$ <u>4.00</u> per lf	\$ <u>12,000.00</u>
11.0	<u>GROUTED RIPRAP DITCHES</u>			
11.1	LUMP SUM	CONSTRUCT GROUTED DIVERSION DITCH 1-A	LUMP SUM	\$ <u>54,000.00</u>

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: *CARPENTER RECLAMATION INC.*

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
11.2	LUMP SUM	<u>CONSTRUCT GROUTED DIVERSION DITCH 2-A</u>	LUMP SUM	\$ <u>237,000.00</u>
11.3	LUMP SUM	<u>CONSTRUCT GROUTED DIVERSION DITCH 3-A</u>	LUMP SUM	\$ <u>28,000.00</u>
12.0	LUMP SUM	<u>CONSTRUCT PROPOSED UNDERDRAIN</u>	LUMP SUM	\$ <u>18,000.00</u>
<u>SITE B</u>				
13.0	LUMP SUM	<u>REGRADE AND TOPSOILING</u>	LUMP SUM	\$ <u>6,000.00</u>
14.0	<u>REVEGETATION</u>			
14.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>1,000.00</u>
14.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>1,000.00</u>
14.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>1,000.00</u>
14.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>1,000.00</u>
15.0	LUMP SUM	<u>SEAL GROUND WATER WELL</u>	LUMP SUM	\$ <u>3,000.00</u>
<u>SITE E</u>				
16.0	<u>REVEGETATION</u>			
16.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>1,000.00</u>
16.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>1,000.00</u>
16.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>1,000.00</u>
16.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>1,000.00</u>
17.0	1000 LF	<u>HAYBLE DIKE (MAX BID \$5.00 per LF)</u>	\$ <u>4.00</u> PER LF	\$ <u>4,000.00</u>
18.0	LUMP SUM	<u>CONSTRUCT RIPRAP V-DITCH 1-E</u>	LUMP SUM	\$ <u>9,000.00</u>
19.0	LUMP SUM	<u>ELIMINATE POND 1</u>	LUMP SUM	\$ <u>12,000.00</u>
<u>OKEMO CORP O-16-85 PERMIT TOTAL</u>				\$ <u>706,001.00</u>

IV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR: *Carpenter Reclamation Inc.*

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<u>CHAFIN COAL CO</u>				
<u>O-69-82</u>				
20.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION (5% Total Bid Maximum for this permit)</u>	LUMP SUM	\$ <u>15,000.00</u>
21.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (\$1,000.00 Maximum Bid for this permit)</u>	LUMP SUM	\$ <u>1.00</u>
22.0	LUMP SUM	<u>HAULROAD /ACCESS ROAD(5% Total Bid Maximum for this permit)</u>	LUMP SUM	\$ <u>15,000.00</u>
23.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT (Limited to 5% Total Bid For This Permit)</u>	LUMP SUM	\$ <u>15,000.00</u>
24.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
<u>SITE C</u>				
25.0	LUMP SUM	<u>BACKFILL</u>	LUMP SUM	\$ <u>160,000.00</u>
26.0	LUMP SUM	<u>REGRADE/TOPSOIL</u>	LUMP SUM	\$ <u>12,000.00</u>
27.0	<u>REVEGETATION</u>			
27.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>1,000.00</u>
27.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>1,000.00</u>
27.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>1,000.00</u>
27.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>1,000.00</u>
28.0	LUMP SUM	<u>RIPRAP V-DITCH 1-C</u>	LUMP SUM	\$ <u>8,000.00</u>
29.0	LUMP SUM	<u>CONSTRUCT CONCRETE HEADWALL 1-C</u>	LUMP SUM	\$ <u>5,000.00</u>
30.0	LUMP SUM	<u>CONSTRUCT FENCE</u>	LUMP SUM	\$ <u>20,000.00</u>
<u>WATER QUALITY ABATEMENT</u>				
31.0	LUMP SUM	<u>CONSTRUCT TREATMENT SITE ROAD</u>	LUMP SUM	\$ <u>12,000.00</u>
32.0	LUMP SUM	<u>CONSTRUCT ALKALINITY CELL 1-C</u>	LUMP SUM	\$ <u>8,000.00</u>
33.0	LUMP SUM	<u>CONSTRUCT ALKALINITY CELL 2-C</u>	LUMP SUM	\$ <u>18,000.00</u>

BUYER CB-23	PAGE 021	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

7-36 STATE OF WEST VIRGINIA
 W. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR: *Carpenter Reclamation Inc.*

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
34.0	LUMP SUM	<u>CONSTRUCT POND 1-C</u>	LUMP SUM	\$ <u>18,000.00</u>
35.0	LUMP SUM	<u>CONSTRUCT POND 2-C</u>	LUMP SUM	\$ <u>18,000.00</u>
36.0	LUMP SUM	<u>CONSTRUCT CONCRETE SEEP CUTOFF WALL</u>	LUMP SUM	\$ <u>200,000.00</u>
		<u>CHAFIN COAL CO 0-69-82 PERMIT TOTAL</u>	<i>xc</i>	\$ <u>528,001.00</u>

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

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>20,000.00</u>
38.0	LUMP SUM	<u>SPILL CONTAINMENT AREA</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1.00</u>
39.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>20,000.00</u>
40.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>20,000.00</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>90,000.00</u>
<u>SITE D</u>				
43.0	LUMP SUM	<u>REGRADE/TOPSOIL</u>	LUMP SUM	\$ <u>20,000.00</u>
43.1	LUMP SUM	<u>STREAMBANK PROTECTION</u>	LUMP SUM	\$ <u>25,000.00</u>
<u>REVEGETATION</u>				
44.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>1,000.00</u>
44.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>1,000.00</u>
44.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>1,000.00</u>
44.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>1,000.00</u>
45.0	1000 LF	<u>HAYBLE DIKE (MAX BID \$5.00 per LF)</u>	\$ <u>4.00</u> PER LF	\$ <u>4,000.00</u>
46.0	LUMP SUM	<u>RIPRAP V-DITCH 1-D</u>	LUMP SUM	\$ <u>12,000.00</u>

7-36 STATE OF WEST VIRGINIA
 IV. 1/29/02 PURCHASING CONTINUATION SHEET
 INDOR: *Carpenter Reclamation Inc.*

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<u>SITE F</u>				
47.0	LUMP SUM	<u>BACKFILL</u>	LUMP SUM	\$ <u>70,000.00</u>
48.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ <u>10,000.00</u>
<u>REVEGETATION</u>				
49.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>1,000.00</u>
49.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>1,000.00</u>
49.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>1,000.00</u>
49.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>1,000.00</u>
50.0	LUMP SUM	<u>CONSTRUCT POND 1-F</u>	LUMP SUM	\$ <u>20,000.00</u>
51.0	LUMP SUM	<u>ELIMINATE POND 7</u>	LUMP SUM	\$ <u>10,000.00</u>
<u>SITE G</u>				
52.0	LUMP SUM	<u>BACKFILL</u>	LUMP SUM	\$ <u>240,000.00</u>
53.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ <u>10,000.00</u>
<u>REVEGETATION</u>				
54.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>1,900.00</u>
54.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>1,000.00</u>
54.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>1,000.00</u>
54.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>1,000.00</u>

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

-36 STATE OF WEST VIRGINIA
 V. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR: *Carpenter Reclamation Inc*

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
55.0	LUMP SUM	<u>CONSTRUCT POND 1-G</u>	LUMP SUM	\$ <u>30,000.00</u>
56.0	LUMP SUM	<u>ELIMINATE PONDS</u>	LUMP SUM	\$ <u>10,000.00</u>
		<u>OKEMO O-16-82 PERMIT TOTAL</u>		\$ <u>623,901.00</u>
		<u>OKEMO O-16-85 PERMIT TOTAL</u>		\$ <u>706,001.00</u>
		<u>CHAFIN COAL CO O-69-82 PERMIT TOTAL</u> <i>ll</i>		\$ <u>528,001.00</u>
		<u>OKEMO O-16-82 PERMIT TOTAL</u>		\$ <u>623,901.00</u>
		<u>PURCHASE ORDER TOTAL</u> <i>ll</i>		\$ <u>1,857,903.00</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 025	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.

BUYER CB-23	PAGE 026	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:

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

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

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

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

B(6). The Contractor shall furnish a copy of his survey records for the Supervisor and for the D.E.P.'s permanent file. These records shall be furnished as they are completed during the progress of the work. Any inspection or checking of the Contractor's layout by the Supervisor and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure the proper dimensions, grades and elevations of the required work.

5.0, 24.0, 41.0 UTILITIES

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

7.0 ROAD ABANDONMENT

Prior to demobilization all haul roads and access roads shall be water barred and revegetated. Haulroad/Access roads shall be abandoned in accordance with Regulation 4.9, Title 38 CSR2 and attachments to this contract. The road safety berms shall be removed in a manner so as to limit down slope placement of berm material and utilized for highwall elimination or reduction.

8.0, 13.0, 26.0, 43.0, 48.0, 53.0 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; include the elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps, the grading of spoil and/or fill materials. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Topsoil presently stockpiled on site shall be preserved and spread on the fill surface. In the absence of stockpiled

BUYER CB-23	PAGE 027	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:

topsoil, 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.

9.0, 14.0, 16.0, 27.0, 44.0, 49.0, 54.0 REVEGETATION

The actual seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. The surface shall be tracked, track to track. Seeding shall commence after seed bed preparation on a loose and uncompacted soil and with the approval of the Department of Environmental Protection. 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, but no additional monetary compensation will be awarded. Areas outside the limits of construction, disturbed by the contractor shall be revegetated by the contractor at no expense to DEP. 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 Specialist. It shall be the vendor's responsibility to repeat the procedures under REVEGETATION until such time as a permanent vegetation is established. The acreage quantities in this contract are 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 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.

9.1, 14.1, 16.1, 27.1, 44.1, 49.1, 54.1 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. The following fineness classifications or combinations of are acceptable:

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

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

Lime Applied at 3 ton/acre.

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

9.2, 14.2, 16.2, 27.2, 44.2, 49.2, 54.2 FERTILIZER

Fertilizer rates given for REVEGETATION are for 1,000 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.

9.3, 14.3, 16.3, 27.3, 44.3, 49.3, 54.3 MULCH

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

Mulch: Wood Fiber @ 1.0 ton/Acre

Hay or straw mulch may be substituted at a rate of 2 tons/Acre

9.4, 14.4, 16.4, 27.4, 44.4, 49.4, 54.4 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.

SOUTH MIX

<u>VEGETATIVE SPECIES</u> ¹	<u>RATE/ACRE</u> ¹
Orchard Grass	@ 30 lbs/acre
Birdsfoot Trefoil ²	@ 15 lbs/acre
Red Top	@ 10 lbs/acre
Switchgrass	@ 10 lbs/acre
Perennial Ryegrass	@ 10 lbs/acre
Alskike Clover ²	@ 5 lbs/acre
Foxtail Millet ⁴	@ 12 lbs/acre
Wheat or Rye ⁵	@ 50 lbs/acre
Black Locust ³	@ 1 lbs/acre

1. Seeding rate required is for pure live seed in pounds (lbs) per acre.
2. Herbaceous legumes must be treated with the appropriate bacterium before seeding.
3. This species to be utilized only for woodland post-mining land-use projects.
4. Spring Mix
5. Fall Mix

BUYER - CB-23	PAGE 029	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:

10.0, 17.0, 45.0 HAYBALE DIKE

Disturbed areas which have storm water runoff which does not pass through a sediment control structure shall utilize the following method to manage storm water runoff:

1. All bales shall be placed on the contour.
2. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
3. Bales shall be securely anchored in place by stakes driven through the bales. The first stake in each bale shall be driven toward previously laid bale to force the bales together. Construction of sumps (paid under REGRADING/TOPSOILING) may become necessary to supplement the hay bale dikes.

11.0 GROUTED RIPRAP DITCHES

Unless otherwise noted shall be durable rock placed in a 1.5 foot thick blanket. Twenty-five percent (25%) of the rock will be 18 inches with 0% of the rock 24" or larger. Ten percent (10%) of the rock shall be no smaller than six (6) inches. The remaining sixty-five percent (65%) of the rock shall be well graded between six (6) and eighteen (18) inches. In-place rammed or hammered rock shall be acceptable.

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. The stone shall be thoroughly wet immediately before grout is applied. As soon as the grout is deposited on the surface, it shall be thoroughly worked into the joints. The stones shall then be brushed, so that their top surfaces are exposed.

12.0 UNDERDRAIN

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 each underdrain is for complete installation and verified by DEP with photo.

6.0, 42.0 STRUCTURE AND/OR DEBRIS REMOVAL

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

34.0, 35.0, 50.0, 55.0 PONDS

Ponds shall be constructed as per attached detailed plans. Ponds shall have compacted dikes which will be constructed in two foot (2') maximum lifts for optimum compaction. Compaction shall be achieved by tracking with a D-6 or larger dozer. Loose stacked material dike construction will not be accepted. This item will be a one-time payment. Clean-out and maintenance shall be conducted by the contractor at no expense to DEP. (See attachment)

18.0, 28.0, 43.1, 46.0 RIP-RAP DITCH AND RIP-RAP STREAMBANK PROTECTION

Provide all materials, excavate and construct Ditch as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. Ditches shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions.

No separate payment for construction stakeout will be made.

BUYER CB-23	PAGE 030	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:

Riprap (Designed)

The riprap shall be composed of a well-graded mixture down to the 1 inch size particle, such that fifty percent (50%) of the mixture by weight shall be larger than the d(50) size. A well-graded mixture is defined as a mixture composed primarily of the larger stone sizes but with a sufficient mixture of other sizes to fill the progressively smaller voids between the stones. The diameter of the largest stone size in such a mixture shall be considered to be 1.5 times the d(50) size. The riprap size as shown on the plans and specifications or for other construction purposes shall be the size of the largest stone in the mixture, i.e., 1.5 X d(50). The minimum thickness of the riprap layer shall be 1.5 x d(50). The minimum thickness of the riprap layer shall be 1.5 times the maximum stone diameter. The riprap shall extend up the banks to a height equal to maximum depth of flow or to a point where vegetation can be established to adequately protect the channel.

Stone for riprap shall consist of shot rock or rough unhewn quarry stone of approximately rectangular shape. The stone shall be hard and angular and of such quality that it will not disintegrate on expose to water or weathering, and it shall be suitable in all other respects for the purpose intended. The specific gravity of the individual stones shall be least 2.5. Minimum stone size for stream bank protection shall be 24" sandstone or limestone shot rock placed in a single layer.

Open limestone channels shall use limestone riprap.

Rip-Rap (Standard)

Unless otherwise noted shall be durable rock placed in a 1.5 foot thick blanket. Twenty five percent (25%) of the rock will be of 18 inches with 0% of the rock 24" or larger, the remaining seventy-five percent (75%) shall be well graded material (minimum 3 inches to maximum 15 inches) of sufficient rock small enough to fill the voids between the larger rock. Shale shall not be used for riprap. If riprap suitability is questionable, durability shall be determined by the sodium sulphate test ASTM C 88/AASHTO T 104-77. Open limestone channels shall use limestone riprap.

15.0 BOREHOLE/WELL SEALING

This item consists of furnishing all supervision, labor, power, fuel, equipment, materials and performing all operations in connection with the stabilization program. This is to provide handling, transportation, storage, mixing, and placement of concrete, cleanup of the area upon completion of the work, overall site safety, and all other operations which are incidental to the work as specified herein.

It is the Contractor's responsibility to provide methane gas monitoring during the stabilization activities, the frequency of which is at the discretion of the DEP. The DEP and Engineer accept no responsibility of accidents or personal injury resulting from the presence of methane gas, or from any other aspects of the stabilization program.

The Contractor shall seal the borehole immediately above the coal seam or the Contractor may opt to inject concrete into the mine void until the borehole is sealed. Staging of concrete injection shall allow the concrete to set up before additional concrete is injected. Staging requirements will be based on the subsurface conditions encountered and as directed by the on-site DEP inspector.

All equipment used for mixing and injecting concrete shall be furnished by the Contractor and shall be maintained in proper operating condition at all times. The power and equipment, and the layout thereof, shall meet all applicable requirements of local, State and Federal regulations and codes, both safety and otherwise.

BUYER CB-23	PAGE 031	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:

Equipment shall have sufficient instrumentation to accurately control and monitor the volume of concrete placed. Payment will not be made for excessive material injected due to inadequate control by the Contractor. The inside diameter of any hoses and supply lines used shall not be less than 2.0 inches.

Methane monitor(s) shall be maintained in good operating, including calibration, for the life of the project. Repair and/or replacement of monitor(s) shall be made within 24 hours of notice from the DEP. If methane is detected above one (1) percent anywhere in the proximity of the project site, the Contractor shall provide for the installation of suitable stand pipes, flame arrestors, and all other required equipment of abatement of the methane. There will be no separate payment or additional compensation to the contractor for this service.

Concrete shall be Class D or equivalent.

Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie, a closed bottom dump bucket, or other approved method and shall not be disturbed after being deposited.

Concrete Placement: All filling will require use of a pump and tremie tube. The filling material will have to be staged, based on the subsurface conditions encountered, and as directed by the on-site DEP inspector.

The final concrete elevation shall be adjusted to within 2 ft. of the ground or pavement surface.

Grout and concrete elevations shall be monitored for any sudden drop in elevation, or "bleeding", for a minimum of 24 hours after completion, and adjusted if any observable difference in elevation is realized. The holes will require temporary covers until they are completed with the appropriate material. Monitoring and covering of the holes is the responsibility of the contractor.

Quality control shall be the responsibility of the contractor. Qualified personnel shall be provided by the contractor for the operation of equipment. The contractor shall have a competent superintendent, satisfactory to the DEP, on-site at all times during working hours with full authority to act for him. Borehole sealing is to be certified as required by the Groundwater Protection Act under Section 47 CSR 59

12.0, 31.0, 36.0 ENGINEERING FABRIC (FILTER FABRIC)

General: Engineering fabric shall be of the nonwoven or 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.

Engineering Fabric for Subsurface Drainage and Separation:

The engineering fabric for subsurface drainage shall be the nonwoven type and the engineering fabric for separation may be the nonwoven or woven type meeting the following requirements:

BUYER CB-23	PAGE 032	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:

<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

25.0, 47.0, 52.0 BACKFILLING

Areas of this project subject to backfilling to achieve the post-mining land-use shall: be accomplished in a continuous concurrent manner on all surface disturbances within the original permit and associated disturbed areas as existing at bid showing; be filled by mechanical methods to eliminate high-wall and rock outcropping, to produce slopes of consistent lines and of the approximate original contour; be free of protruding rock and debris; be compacted in a progressive backfilling manner with mechanical equipment to ensure stability of backfill material. The maximum acceptable slope of any backfill face shall not exceed two (2) horizontal to one (1) vertical, unless otherwise stated. Backfilling shall cease during periods of adverse site conditions. (For example: excessive soil moisture)

29.0, 36.0 CLASS B CONCRETE

Class B concrete shall meet the following specifications: Design 28 day compressive strength 3000 lbs/sq inch, 6 bags Portland cement per cubic yard, 5.5 gal water per bag of cement maximum water content, #57 standard size course aggregate, and 7% entrained air. Concrete slump will be determined by type of structure being poured and workmen accessibility to structure.

30.0 CONSTRUCTED FENCE

The fence is to provide limited access and security to the water treatment facilities. NOTE: See contract technical specifications and fencing details.

32.0, 33.0 OPEN LIMESTONE ALKALINITY CELLS

Provide all materials, excavate and construct Cells as indicated on the attached typical plans, cross-sections, specifications, and as discussed at the Pre-Bid Showing. Limestone crusher run and Number fifty-seven (#57) gravel to be used on the floor of the cells and standard Limestone riprap is to be used for construction of the check dams. (See specifications and typicals)

BUYER CB-23	PAGE 033	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:

36.0 CULVERTS

Culvert shall be of the type specified in the Plans and Specifications.

Culverts installed in access roads shall cross the road at a 30 degree angle downgrade with a minimum grade of three percent (3%) from inlet to outlet, except in streams or diversion ditches where the pipe shall be installed straight and coincide with the normal direction of flow.

Culvert inlet end shall be protected by a headwall of stable non-erodible material and the slope at the outlet shall be protected with an apron of rock riprap, energy dissipater or other designated material. The culvert shall be installed in a trench excavated in solid undisturbed ground or formed by compacted earth.

The culvert shall be imbedded in a formed trench to a depth no less than 1/10 the outside diameter of the pipe. Selected backfill material shall be placed around the culvert in four (4) inch layers and thoroughly compacted by means of hand tamping or manually directed power tampers or plate vibrators.

Culvert shall be covered with a minimum of twelve (12) inches or one-half the culvert diameter whichever is greater.

36.0 SEEP CUTOFF WALL

Provide all materials, excavate and construct seep cutoff wall as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the pre-bid showing. Wall must be completely installed and approved prior to payment. Payment for seep cutoff wall is for complete installation and must be verified by on site DEP personnel.

36.0 HIGH DENSITY POLYETHYLENE PIPE (HDPE)

Furnish all labor, equipment, and materials to excavate, install, and backfill all piping as indicated on the attached typical plans, cross-sections, specifications, and as discussed at the Pre-Bid Showing. This includes all piping and cleanouts through connections of Seep Collection Wall. All polyethylene pipe and fittings, including but not limited to cleanouts, shall be manufactured from high-density compounds in accordance with ASTM D 3350. Install all piping to the general alignment as shown on the drawings. Installation shall be in a manner minimizing the number of joints. All HDPE DR 17 pipe shall be fused on site and conform to ASTM D 3261. Pipe backfill material in contact with pipe shall consist of select fill or sand. Piping will be paid for at the contract lump sum price. Pipe trench excavation and backfill is incidental to this work, and no separate payment will be made for backfill.

19.0, 51.0, 56.0 EXISTING SEDIMENT CONTROL STRUCTURES

Existing structures shall be cleaned out, repaired, removed or otherwise constructed as directed at the time of the pre-bid showing. Such structures shall be cleaned out when the sediment capacity reaches 60%, repaired, and maintained until demobilization. This item will be a one-time payment. Clean-out and maintenance shall be conducted by the contractor at no expense to DEP. (See attachment)

31.0 TREATMENT SITE ROAD

The contractor shall construct access road during the reclamation process to provide access to the treatment site area on a well drained surface. Road shall be constructed with a 50/50 mixture of Number 4 Limestone and 6" Limestone rip rap which will have a finished depth of SIX INCHES (6") and will be no less than FIFTEEN FEET (15') in width. Road will be sloped at a TWO PERCENT GRADE toward the County Rt. 10/4 road ditch.

BUYER CB-23	PAGE 034	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 PREPARATION INFORMATION

HISTORICAL INFORMATION

Prospective bidders may review files at the West Virginia Department of Environmental Protection, Nitro, WV office. 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 Lands Restoration shall be final.

BUYER CB-23	PAGE 035	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:

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 blasting regulations 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. This contract extends for a period of one (1) year and may be renewed until such "reasonable time" thereafter as is necessary to complete TREES, TOP DRESSING, the payment therefore and the warranty period. This contract is the right of entry for the vendor and must be effective through the warranty period to conduct warranty work, as necessary. 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 (except trees and top dressing) shall be completed. The work performance period is to be performed within 365 calendar days. Extensions may be granted based upon contractor's performance, weather conditions and site specific site conditions.

NOTICE TO PROCEED

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

PRE-CONSTRUCTION CONFERENCE

The Contractor in possession of the awarded purchase order shall schedule and attend a Pre-Construction Conference on the site within ten (10) days after receiving the Notice To Proceed. The contractor will begin work within ten (10) days of the preconstruction conference. The Contractor's foreman or the on-the-ground supervisor must be in attendance.

BUYER CB-23	PAGE 036	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:

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 Environmental 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.

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

WATER QUALITY CONTROL

Shall commence with initial start-up of the project and remain in effect for the extent of the backfilling, regrading and revegetation activity. DEP obtains a storm water permit for each project from the Water Resources Department . (See General Water Pollution Control Permit WVO115924 attached) The Contractor is responsible for performing the best management practices. Adequate facilities shall be installed, operated and maintained using the best management practices of the U.S. Environmental Protection Agency's Non-Point Source (NPS) Program for sediment control during the active reclamation. The contractor shall take any and all steps necessary to prevent erosion or silting problems from occurring and to minimize pollution or sedimentation of the stream. If any such problems develop, the contractor shall be responsible to take immediate corrective action. No separate payment for this work will be honored. All impounded waters which require removal during reclamation, shall be pumped with appropriate measures taken to prevent erosion from the discharge. The contractor shall be responsible for treatment of said waters to meet pH standards. The water shall be discharged only when the quality meets a pH equivalent to the pH of the receiving stream but not less than 6.0.

DIFFERING SITE CONDITIONS

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

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

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

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

HANDLING AND STORAGE OF MATERIALS

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

Aggregate stockpiles shall be made on ground that is denuded of vegetation, hard, and well drained. 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. 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.

BUYER CB-23	PAGE 038	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:

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 purpose and are 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.

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.

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 and etc., 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.

TOP DRESSING must be invoiced based on the percentage completed.

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. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

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 warranty period will be extended for one (1) year from the date of the last augmented seeding done by the contractor. The performance bond and labor and materials bond shall remain in effect throughout the warranty period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

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

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

CONTRACT NON-COMPLIANCE

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

CONTRACT DELETIONS

Any line item, or any portion thereof, may be deleted when determined by the 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 State 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.

Failure to comply with the terms and conditions, work compliance schedule such as, Notice to Proceed, and continuous concurrent reclamation shall cause cancellation of the contract with total performance bond forfeiture. This contract objective is to comply with the reclamation laws of this state and must be expedient to meet the time requirements for reclamation of revoked surface mine permits.

BUYER CB-23	PAGE 040	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

DEP

WEST VIRGINIA

Department of Environmental Protection

Division of Water Resources

WEST VIRGINIA POLLUTANT DISCHARGE ELIMINATION SYSTEM

GENERAL WATER POLLUTION CONTROL PERMIT

Permit No. WV0115924

Issue Date: November 5, 2002

Effective Date: December 5, 2002

Expiration Date: December 4, 2007

Subject: Storm Water Associated
With Construction Activities

To whom it may concern:

This is to certify that any establishment with discharges composed entirely of storm water associated with construction activities disturbing one (1) acre or greater of land area (construction activities are earth disturbing operations such as clearing and grubbing, grading, filling and excavation operations during site development for residential, commercial or industrial purposes) and agreeing to be regulated under the terms of this general permit, except for:

1. Operations that result in the disturbance of less than one acre of total land area, which are not part of a larger common land of development or sale.
2. Storm water discharges associated with earth disturbing activities that the Director has shown to be or may reasonably be expected to be contributing to a violation of a water quality standard.
3. Earth disturbing activities governed by other NPDES permits issued by the Department of Environmental Protection. This includes Division of Mining and Reclamation Permits for coal mining and non-metallic quarries.
4. Landfills, except in the preparation of a new landfill and/or clay borrow areas.
5. Other activities exempt from the NPDES permitting requirements as set forth I 40 CFR 122.3 and 47 CSR 10.3.2.b.

Is hereby granted coverage under this General WV/NPDES Water Pollution Control Permit to allow storm water discharges into the waters of the State. This General Permit is subject to the following terms and conditions:

The information submitted on and with the site registration application form will hereby be made terms and conditions of the General Permit with like effect as if all such information were set forth herein, and other pertinent conditions set forth in Sections A, B, C, D, E, F, and G.

Sites registered under the 1997 General Storm Water Permit WV 0115100 will automatically be provided coverage under General Storm Water Permit WV 0115924. Any newly proposed or expanded construction activity on those sites will require new registration under General Storm Water Permit WV 0115924.

Sites disturbing 1 to less than 3 acres that were under construction prior to the effective date of this permit, will be required to apply for and receive permit coverage if not completed by March 1, 2003.

SECTION A. TERMS OF PERMIT

Discharges from sites covered under the General Permit will not cause a violation of 46CSR1 and 46CSR 12 of the West Virginia Legislative Rules pursuant to Chapter 22, Article 11 and Article 12.

SECTION B. SCHEDULE OF COMPLIANCE

Compliance with this General Permit and the approved Storm Water Pollution Prevention Plan is required upon the beginning of the construction project.

SECTION C. MANAGEMENT CONDITIONS

C.1 Duty to Comply

C.1.a. The permittee must comply with all conditions of this Permit. Permit noncompliance constitutes a violation of the federal Clean Water Act (CWA) and State Act (Chapter 22, Article 11 and Article 12) and is grounds for enforcement action; for permit modification, relocation and reissuance, suspension or revocation; or for denial of a permit renewal application.

C.1.b. The permittee shall comply with all effluent standards or prohibitions established under Section 307(a) of the CWA for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

C.2. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit as detailed in permit re-issuance. The construction activities permitted by this General Permit have 365 days past the expiration of the permit to complete the activity. Sites not completely stabilized will be required to reapply.

C.3. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit, which has a reasonable likelihood of adversely affecting human health or the environment.

C.4. Permit Actions

This permit may be modified, revoked and reissued, suspended, or revoked for cause. The filing of a request by the permittee for permit modification, revocation and reissuance, or revocation, or a notification of a planned change or anticipated noncompliance, does not stay any permit condition.

C.5. Property Rights

This permit does not convey any property rights of any sort or any exclusive privilege.

C.6. Signatory Requirements

All applications, reports, or information submitted to the Director shall be signed and certified as required in 47 CSR 10.4.6 of the West Virginia Legislative Rules. If an authorization becomes inaccurate because a different individual or position has responsibility for the overall operation of the project, a new authorization must be submitted to the Director prior to, or together with any reports, information, or applications to be signed by an authorized representative.

BUYER CB-23	PAGE 142	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

C.7. Transferability

This permit is not transferable to any person, except after notice to the Director. The Director may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary.

C.8. Duty to Provide Information

The permittee shall furnish to the Director, within a reasonable specified time, any information, including water quality monitoring if necessary which the Director may request to determine whether cause exists for modifying, revoking and reissuing, suspending, or revoking this permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

C.9. Other Information

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, it shall promptly submit such facts or information.

C.10. Inspections and Entry

The permittee shall allow the Director, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

C.10.a.
Enter upon the permittee's premises in which an effluent source or activity is located, or where records must be kept under the conditions of this permit;

C.10.b.
Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;

C.10.c.
Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit.

C.11. Permit Modification

This permit may be modified, suspended, or revoked in whole or in part during its term in accordance with the provisions of Chapter 22-11 and 47CSR10 of the Code of West Virginia. Any permittee wishing to modify their coverage under this permit shall submit such request at least 30 days prior to the commencement of the proposed action.

C.12. Water Quality

The effluent or effluents covered by this permit are to be of such quality so as to not cause violations of applicable water quality standards adopted by the State Environmental Quality Board.

C.13. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under section 311 of the CWA.

C.14. Liabilities

C.14.a.

Any person who violates a permit condition implementing sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act is subject to a civil penalty not to exceed \$25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing section 301, 302, 306, 307, or 308 of the Clean Water Act is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than 1 year, or both.

C.14.b.

Any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more that \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

C.14.c.

Nothing in C.14.a), and b) shall be construed to limit or prohibit any other authority the Director may have under the State Water Pollution Control Act, Chapter 22, Article 11 and State Groundwater Protection Act, Chapter 22, Article 12.

C.15 Outlet Markers

An outlet marker shall be posted during the term of General Permit coverage in accordance with Title 47, Series 11, Section 9 of the West Virginia Legislative Rules.

SECTION D. OPERATION AND MAINTENANCE

D.1. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of the permit.

D.2. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

D.3. Bypass

D.3.a. Definitions

D.3.a.1.

"Bypass" means the intentional diversion of waste streams from any portion of a treatment facility; and

D.3.a.2.

"Severe property damage" means substantial physical damage to property, damage to the treatment facility which causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

BUYER CB-23	PAGE 044	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

D.3.b. Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of D.3.c) and D.3.d) of this permit.

D.3.c. Notification of bypass

D.3.c.1. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten (10) days before the date of the bypass.

D.3.c.2

If the permittee does not know in advance of the need for bypass, notice shall be submitted as requires in F.2.a) of this permit.

D.3.d. Prohibition of bypass

D.3.d.1.

Bypass is permitted only under the following conditions, and the Director may take enforcement action against a permittee for bypass, unless;

D.3.d.1.A.

Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

D.3.d.1.B

There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated sediment, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance. This condition is not satisfied if the sediment and erosion control structures were not installed in the proper sequence; and

D.3.d.1.C.

The permittee submitted notices as required under D.3.c) of this permit.

D.3.d.2.

The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in D.3.d)(1) of this permit.

D.4 Upset

D.4.a. Definition "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with the terms and conditions of the permit and the Storm Water Pollution Prevention Plan because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

D.4.b. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of D.4.c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

D.4.c. Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

D.4.c.1. An upset occurred and that the permittee can identify the cause(s) of the upset:

D.4.c.2. The permitted project was at the time being properly operated.

D.4.c.3. The permittee submitted notice of the upset as required in F.2.a) of this permit.

D.4.c.4. The permittee complied with any remedial measures required under C.3. of this permit.

D.4.d. Burden of proof. In any enforcement proceedings the permittee seeking to establish the occurrence of an upset has the burden of proof.

D.5. Removed Substances

Where removed substances are not otherwise covered by the terms and conditions of this permit or other existing permits by the Director, any solids, sludge, filter backwash or other pollutants (removed in the course of treatment or control of wastewater) and which are intended for disposal within the State, shall be disposed of only in a manner and at a site subject to the approval by the Director. If such substances are intended for disposal outside the State or for reuse, i.e., as a material used for making another product, which in turn has another use, the permittee shall notify the Director in writing of the proposed disposal or use of such substances, the identity of the prospective disposer or users, and the intended place of disposal or use, as appropriate.

SECTION E. MONITORING AND REPORTING

Monitoring of discharges is not required for construction activities unless directed by the Director.

E.1. Definitions

"As-built drawing" means a certified drawing of conditions as they were actually constructed.

"Best Management Practices" (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, other management practices and various structural practices such as but not limited to silt fence, sediment traps, seeding and mulching, and rip-rap used to prevent or reduce erosion and sediment runoff and the pollution of waters of the State. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

"Clearing" means cutting and removing vegetation with chain saws, brush axes, brush hogs and other mechanical means where there is little or no soil disturbance.

"Common Plan of Development" is a contiguous construction project where multiple separate and distinct construction activities may be taking place at different times on different schedules but under one plan. The "plan" is broadly defined as any announcement or piece of documentation or physical demarcation indicating construction activities may occur on a specific plot; included in this definition are most subdivisions.

"Control" is a Best Management Practice such as erosion control or sediment control that used on a construction project will reduce sedimentation

BUYER CB-23	PAGE 146	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

"Construction Activity" means earth disturbance operations such as clearing and grubbing, grading, filling and excavation during site development for residential, commercial or industrial purposes. This includes but is not limited to access roads, off-site borrow and spoil areas and house lots in subdivisions.

"CWA" means Clean Water Act or the Federal Water Pollution Control Act.

"Director" means the Director of the Division of Water Resources, Department of Environmental Protection, or their designated representative.

"Disturbed area" is the total area of earth disturbing activity that will take place during all phases of a construction project, including but not limited to all waste and borrow sites, utility installation, road building, mass grading, and site development. For the purposes of the General Permit, subdivisions will consider a minimum of ¼ acre disturbance per lot, unless the lot is less than ¼ acre in size, in which the entire lot will be considered as disturbed area.

"Establishment" is an operation or facility as defined in West Virginia Code 22-11-3.

"Secretary" means the Secretary of the Department of Environmental Protection, or their designated representative.

"Estimate" means to be based on a technical evaluation of the sources contributing to the discharge.

"Excavating" means large scale grading accomplished usually with heavy machinery.

"Final Stabilization" means disturbed areas shall be covered by some sort of permanent protection. "Final Stabilization" includes; pavement, buildings, stable waterways (rip-rap, concrete, grass or pipe), a healthy, vigorous stand of perennial grass that uniformly covers at least 70 percent of the ground, stable outlet channels with velocity dissipation which directs site runoff to a natural watercourse, and any other approved structure or material.

"Grading" means changing surface contours by removing soil and stone from one place and building it up in another.

"Groundwater" means the water occurring in the zone of saturation beneath the seasonal high water table or any perched water zones.

"Groundwater Protection Plan" means groundwater protection practices developed and implemented in accordance with WV Legislative Rules, 47CSR58.

"Grubbing" means physically removing vegetative stumps and roots from the ground and disturbing the earth, usually by heavy machinery.

"Impervious surface" means a surface composed of any material that significantly impedes or prevents natural infiltration of water into soil. Impervious surfaces include, but are not limited to, roofs, building, streets, parking areas, and any concrete, asphalt, or compacted gravel surface.

"Intermittent stream" means a stream which has no flow during sustained periods of no precipitation and which do not support aquatic life whose life history requires residence in flowing waters for a continuous period of at least six (6) months.

"Karst" means a type of topography formed over limestone, dolomite, or gypsum resulting in dissolving or solution of the underlying calcareous rock.

"Minor construction activity" means an activity which disturbs one acre or more area, but less than a three acre area.

"Notice of Intent" is the form to be submitted by the applicant to register a small construction project (one that disturbs 1 to less than 3 acres) under the Construction Storm Water General Permit. (NOI)

DUICK	007	DEP 13014
CB-23		
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

"Notice of Termination" is the form to be submitted by the applicant to terminate coverage under the Construction General Storm Water Permit, after final stabilization has been completed. See Final Stabilization. (NOT)

"Pre-development" means the condition of the land, the amount and health of the ground cover and vegetation, prior to development. A "good" condition should be assumed for the pre-development condition.

"Point Source" is any discernible, confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, and container from which pollutants are or may be discharged to surface waters of the state.

Conveyances of pollution formed both as a result of natural erosion or by material means, and which constitutes a component of a drainage system, may fit the statutory definition and thereby subject the operators to liability under the Act.

"Post-development" means the anticipated final conditions of the project, including rooftops, parking lots, streets, drainage systems, vegetation, and any other structure planned. For subdivisions and speculative developments, it will be assumed that all lots are developed.

"Runoff coefficient" means the fraction of total rainfall that is not infiltrated into the ground that will appear at the point of discharge as runoff.

"Run off curve number" is the numeric value reflecting the runoff coefficient and is based on soils, slopes, and type and health of the ground cover.

"Sinkhole" means a depression in the land surface formed by solution or collapse that directs surface runoff into subsurface or to an underground drainage flow.

"Site Registration Application Forms" means the forms designed by the Director for the purpose of registering for coverage under a general permit. Under the General Permit WV0115924 there will be two separate forms, one for 1 to less than 3 acres (Notice of Intent) and the Site Registration Application Form for projects that disturb 3 acres and greater.

"Storm Water" means storm water runoff, snowmelt runoff, and surface runoff and drainage.

"Storm Water Management Facilities" means structures such as ponds, basins, outlets, ditches, velocity dissipaters, infiltration trenches and basins, extended detention basins and ponds, and any other structure used to control the quality and quantity of storm water from a development project.

"Storm Water Pollution Prevention Plan" means the Erosion and Sediment Control Plan submitted as part of the Site Registration Application Form.

"Tier 2.5 Waters" means Waters of Special Concern as identified in 46 CSR 1-4F.1.

"Tier 3 Waters" means waters as otherwise identified in 46CSR 1-4G.1.

"1-year, 24-hour precipitation event" means the maximum 24-hour precipitation event with a probable recurrence interval of once in 1 year. This information is available from the National Climatic Center of the Environmental Data Service, National Oceanic and Atmospheric Administration, U.S. Department of Commerce, or the Natural Resources Conservation Service's Erosion Control Handbook for Developing Areas.

"25-year, 24-hour precipitation" means the maximum 24-hour precipitation event with a probable recurrence interval of one in 25 years.

BUYER CB-23	PAGE 048	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

SECTION F. OTHER REPORTING

F.1. Reporting Spill and Accidental Discharges

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to Series 11, Section 2, of the West Virginia Legislative Rules promulgated pursuant to Chapter 22, Article 11.

F.2. Immediate Reporting

- F.2.a. The permittee shall report any noncompliance which may endanger health, property or the environment immediately after becoming aware of the circumstances by using the Department's designated spill alert telephone number (1-800-642-3074). A written submission shall be provided within five (5) days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

SECTION G. OTHER REQUIREMENTS

G.1. Requiring an individual permit or an alternative general permit.

- G.1.a. The Director may require any person authorized by this permit to apply for and obtain either an individual NPDES permit or an alternative NPDES general permit. Any interested person may petition the Director to take action under this paragraph. The Director may require any owner or operator authorized to discharge under this permit to apply for an individual NPDES permit only if the owner or operator has been notified in writing that a permit application is required. This notice shall include a brief statement of the reasons for this decision, an application form, a statement setting a deadline for the owner or operator to file the application, and a statement that on the effective date of the individual NPDES permit or the alternative general permit as it applies to the individual permittee, coverage under this general permit shall automatically terminate. The Director may grant additional time to submit the application upon request of the applicant. If an owner or operator fails to submit in a timely manner an individual NPDES permit application required by the Director under this paragraph, then the applicability of this permit to the individual NPDES permittee is automatically terminated at the end of the day specified for application submittal.

- G.1.b. Storm water discharges associated with construction activities for operations regulated pursuant to West Virginia Code Chapter 22, Article 6 (Oil and Gas Operations) are covered by this General Permit. However, the permittee shall comply with the provisions of the site Construction and Reclamation Plan (Chapter 35-4-16) in lieu of the provisions of Section G.4 of this General Permit. Separate application to the Division of Water Resources for coverage under this General Permit is not required. Other provisions of this General Permit are applicable to these operations and failure to comply with the approved Construction and Reclamation Plan shall constitute a failure to comply with Section G.4 of this General Permit.

G.2. Prohibition of non-storm water discharges

Except as provided below, all discharges covered by this permit shall be composed entirely of storm water. Discharges of material other than storm water must be in compliance with an NPDES permit (other than this permit) issued for the discharge.

The following non-storm water discharges are authorized by this permit: discharges from fire fighting activities, fire hydrant flushing; waters used to wash vehicles or control dust; potable water sources, including waterline flushing; lawn watering; routine external building washdown which does not use detergents; pavement washwater where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate; springs; uncontaminated groundwater; and foundation or footing drains where flows are not contaminated with process materials such as solvents that are combined with storm water discharges associated with industrial activity.

This permit does not authorize the conveyance, diversion, channeling, directing or otherwise allowing the discharge of storm water into a sinkhole without an Underground Injection Control Permit."

G.3. Releases in excess of Reportable Quantities

This permit does not relieve the permittee of the reporting requirements of 40 CFR 117 and 40 CRF 302. The discharge of hazardous substances in the storm water discharge(s) from a project is not authorized by this General Permit, and in no case shall the discharge(s) contain a hazardous substance equal to or in excess of reporting quantities.

G.4. Storm Water Pollution Prevention Plans (SWPPP)/Groundwater Protection Plans (GPP)

A Storm Water Pollution Plan and a Groundwater Protection Plan shall be developed for each project covered by this permit. These two plans may be combined into one plan so long as all of the requirements for both plans are met. Alternatively, they may be developed and maintained as separate stand-alone documents.

Storm Water Pollution Prevention Plans shall be prepared in accordance with good engineering practices. The plan shall identify potential sources of pollution that may reasonably be expected to affect the quality of storm water discharges associated with construction activity. In addition, the plan shall describe and ensure the implementation of practices that are to be used to reduce the pollutants in storm water discharges associated with construction activity and to assure compliance with the terms and conditions of this permit.

Groundwater Protection Plans (GPP) shall be prepared in accordance with Section G.4.e.2.c.iv. of this permit and the requirements of Title 47, Series 58, Section 4.11. et seq (Groundwater Protection Regulations). The GPP shall identify all operations that may reasonably be expected to contaminate the groundwater resources with an indication of the potential for soil and groundwater contamination from those operations. In addition the GPP shall provide a thorough and detailed description of procedures designed to protect groundwater from the identified potential contamination sources. Guidance in the completion of a GPP is available from the Division of Water Resources. A generic GPP will be provided as part of the instructions.

G.4.a. The SWPPP and the GPP shall be signed in accordance with Section C.6. and retained on site.

G.4.b. The application and SWPPP shall be submitted to the Division of Water Resources at least 45 days before construction is to begin, except as noted in G.4.b.3., G.4.b.4, and G.4.b.5. Developers should submit applications for review prior to accepting bids on the project. As the plans are evaluated by the Director or authorized representative, the Director or authorized representative may notify the permittee during the 45-day review period that the plan(s) do not meet one or more of the minimum requirements of this section. After such notification from the Director or authorized representative, the permittee shall make changes to the plan in accordance with the time frames established below, and shall submit to the Director, a written certification that the requested changes have been made.

G.4.b.1. Except as provided below in paragraph (2), the permittee shall have 30 days after such notification to make the changes necessary.

G.4.b.2. The permittee of a storm water discharge associated with industrial activity composed in part or in whole of runoff from construction activities shall have 24 hours after such notification to make changes relating to sediment and erosion controls to prevent loss of sediment from an active site, unless additional time is provided by the Director or an authorized representative.

G.4.b.3. Projects disturbing less than 3 acres and that do not discharge to or upstream of a Tier 2.5 or Tier 3 waters shall submit only the Notice of Intent Form (NOI) 10 days prior to initiating construction.

BUYER CB-23	PAGE 050	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

G.4.b.4. Projects that will discharge to or upstream of Tier 2.5 or Tier 3 waters and disturb 3 acres or more, or that will disturb 100 or more acres, or that the grading phase of construction will last for more than one year, shall submit the application and SWPPP at least 90 days prior to construction to allow for the public notice procedure.

G.4.b.5. Projects proposing permanent storm water basins or ponds shall submit the GPP with the application.

G.4.c. The permittee shall modify, using forms provided by DWR, the SWPPP whenever there is a change in design, construction, scope of operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the waters of the State, or if the SWPPP proves to be ineffective in achieving the general objectives of controlling pollutants in storm water discharges associated with construction activity. Should conditions warrant, the Director may request changes to the SWPPP during a field inspection. The Director may review changes or modifications to the SWPPP in the same manner as above.

The permittee shall amend the GPP whenever there is a change in design, construction, operation, or maintenance which could reasonably be expected to have an impact on the potential contamination of groundwater. The Director may review amendments to the GPP in the same manner as above.

G.4.d. In addition to the requirements of G.4.e, the SWPPP shall also include, at a minimum, the following items:

G.4.d.1 General Management Controls

G.4.d.1.A Preventive Maintenance – A preventive maintenance program shall involve inspection and maintenance of sediment and erosion control devices and storm water management structures to uncover conditions that could cause breakdowns or failures resulting in discharges of pollutants to surface waters.

G.4.d.1.B Good Housekeeping – Good housekeeping requires the maintenance of a clean and orderly project.

G.4.d.1.C Spill Prevention and Response Procedures – Areas where potential spills can occur, and their accompanying drainage points shall be identified clearly in the storm water pollution prevention plan. Where appropriate, specifying material handling procedures and storage requirements in the plan should be considered. Procedures for cleaning up spills shall be identified in the plan and made available to the appropriate personnel. The necessary equipment to implement a clean up should be available to personnel.

G.4.d.1.D. Employee Training – Employees training programs shall inform personnel at all levels of responsibility of the components and goals of the storm water pollution prevention plan. Training should address topics such as spill response, good housekeeping and routine inspection. A pollution prevention plan shall identify time frames for such training.

G.4.d.1.E. Visual Inspection – Qualified company personnel shall be identified to inspect as set forth under Maintenance G.4.e)(2)(E). A tracking or follow-up procedure should be used to ensure that adequate response and corrective actions have been taken in response to the inspection. Records of inspections shall be maintained for review by the Director.

G.4.d.1.F. Record keeping and Internal Reporting Procedures – Incidents such as spills, leaks and improper dumping, along with other information describing the quality and quantity of storm water discharges should be included in the records. Inspections and maintenance activities such as cleaning sediment basins or traps and other sediment trapping structures or catch basins and reseeding should be documented and recorded.

G.4.d.2. Consistency with other plans-Spill Prevention Control and Countermeasure (SPCC) plans under Section 311 of the CWA or any BMPs or GPP pursuant to 47 CSR 58 may be incorporated into a storm water prevention plan by reference.

G.4.e. Requirements for Construction Activities – Operations that discharge storm water associated with construction activity disturbing one or more acres are not only subject to the requirements of Section G.4.d) of this permit, but are also subject to the following requirements. The storm water pollution prevention plans shall include, as a minimum, the following items.

G.4.e.1. Site Description – Each plan shall, at a minimum, provide a description of the following:

G.4.e.1.A A description of the nature of the construction activity, including a proposed timetable for major activities;

G.4.e.1.B. Estimates of the total area of the site and the part of the site that is expected to undergo excavation or grading, the increase in impervious area by acreage and percentage, and the total amount of excavation by cut and fill;

G.4.e.1.C. For each discharge design point an estimate of the pre-construction peak discharge from 1 year, 24 hour storm in cubic feet per second and an estimate of the post-development peak discharge from a 1 year, 24 hour storm in cubic feet per second using the Natural Resource Conservation Service's TR-55 or TR-20 or other approved methodology. Provide a description of the nature of fill material to be used, and data describing the soil from the Natural Resource Conservation Service's county soil survey and any known water quality data of any discharge from the site.

G.4.e.1.D. A site map indicating, with a minimum of 5 foot contours, drainage patterns and slopes prior to construction and anticipated conditions after grading activities, topsoil stockpiles, waste areas, borrow sites, locations of sediment control structures identified in the narrative, the location of impervious areas after construction is completed, final storm water routing including all ditches and pipe systems, property boundaries and easements, nearest receiving stream, access roads, legend and springs, surface waters and any other information necessary to describe the project in detail.

G.4.e.2. Controls – Each construction operation covered by this permit shall develop a description of controls appropriate for the project, and implement such controls. The description of these controls shall address the following minimum components, including a schedule for implementing such controls.

G.4.e.2.A. Erosion and Sediment Controls

G.4.e.2.A.i. Vegetative Practices – A description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices shall be provided. Site plans should ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized as rapidly as possible. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Also include in the plan seedbed preparation requirements and the type and amount of soil amendments necessary to establish a healthy stand of vegetation. A record of the dates when major grading activities will occur, and when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures will be initiated shall be included in the plan. Except as noted below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

G.4.e.2.A.i.a. Where the initiation of stabilization measures by the 7th day after construction activity temporary or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as conditions allow.

G.4.e.2.A.i.b. Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g., The total time period that construction activity is temporarily halted is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the 7th day after construction activities have temporarily ceased.

BUYER CB-23	PAGE 052	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

G.4.e.2.A.i.c. Temporary diversions, both upslope and diversions to trapping structures, must be seeded and stabilized immediately and prior to becoming functional.

G.4.e.2.A.ii Structural Practices – A description of the structural practices to be used to divert flows around exposed soils, store flows or otherwise limit runoff from exposed areas and eliminate sediment laden runoff from the site. Such practices may include but are not limited to silt fences, earth dikes and berms, land grading, diversions, brush barriers, drainage swales, check dams subsurface drains, pipe slope drains, storm drain inlet protection, rock outlet protection, reinforced soil retention systems and geotextiles, gabions and rip-rap, and permanent and temporary sediment traps/basins.

For locations on a site that have a drainage area of 5 acres or less, a sediment trap which provides a storage volume equal to 3600 cubic feet per acre of drainage area shall be installed. Half of the volume of the trap will be in a permanent pool and half will be dry storage.

For drainage areas of greater than five acres, a sediment basin providing 3600 cubic feet per drainage acre shall be installed. Half of the volume of the basin will be in a permanent pool and half will be dry storage. Sediment basins must be able to dewater the dry storage volume in 48 to 72 hours. A sediment basin must be able to pass through the spillway(s) a twenty-five-year, 24-hour storm event with one foot of freeboard. The inlet(s) to a sediment trapping structure must be protected against erosion by the appropriate material such a riprap.

If necessary, diversions will be used to direct runoff to the trapping structure. Diversions must be stabilized immediately and prior to becoming functional.

For locations served by a common drainage where a detention basin providing 3600 cubic feet of storage is not attainable, silt fences, rock check dams, sediment traps in series or equivalent or additional sediment and erosion controls within the project area are required in lieu of the required sized sediment basin. Justification and a narrative description of the additional measures must be provided for use of any practice(s) other than sediment basins or traps.

Fill slopes must be protected by measures used to divert runoff away from fill slopes to conveyance measures such as pipe slope drains or stable channels.

Sediment trapping structures will be eliminated, and the area properly reclaimed and stabilized, when the contributing drainage area is stabilized and the structures are no longer needed, unless the structure is converted into a permanent storm water detention/retention structure. All trapped sediments will be disposed on in an upland area where there is no chance of entering nearby streams. Breaching the embankment to dewater the structure is not permitted. Dewatering and removal of the structure should not cause a violation of water quality standards. Provide a description of the procedures that will be used in removing these structures and the time frame.

No sediment-laden water will be allowed to leave the site without going through an appropriate device.

G.4.e.2.A.iii Presumptive Conditions for Discharges to Tier 2.5 Waters

Construction activities discharging to Tier 2.5 waters will be deemed not to cause significant degradation if, in addition to the standard General Permit conditions, the following presumptive conditions are met. Projects that do not meet the presumptive conditions will be required to seek coverage under an individual permit.

- (a.) An undisturbed buffer zone shall be maintained between the construction activity and the stream of at least 100 feet. Certain limited construction activities may be allowed within the buffer zone and considered consistent with these criteria, if it is demonstrated that such construction is necessary and unavoidable. Examples would include road construction necessary to access the site, installation of water quality protective measures that could not otherwise be constructed, or the construction of linear projects such as utility lines or highways, whose alignment cannot avoid the stream. In those circumstances, any buffer waiver would apply only to the area needed to construct that portion of the facility. Any temporary structures allowed within the buffer zone must be removed upon completion of construction and the area re-vegetated, preferably with native or non-invasive plants.

- (b.) Permanent structural measures shall be provided to attenuate storm water runoff such that the pre-construction peak discharge rate is not exceeded for the 1 year, 24 hour storm. The storm water management plan shall also discuss BMPs to be implemented to reduce potential storm water pollutants from the site.
- (c.) All disturbed areas shall be seeded and mulched immediately upon reaching final grade. In the event the construction activity stops for 2 weeks or more in an area, that area will be immediately seeded and mulched with a temporary vegetative cover.

G.4.e.2.(B) Storm Water Management Plan

A description of measures that will be installed during construction to control storm water discharges after the project is completed shall be included in the storm water pollution prevention plan. The completed project shall convey storm water runoff in a manner that will protect both the site and the receiving stream from post-construction erosion. All waterways and other runoff conveyance structures shall be permanently stabilized as appropriate for expected flows. In developing structural practices for storm water control, the operator shall consider the use of, but not limited to: infiltration of runoff onsite; flow attenuation by use of open vegetated swales and natural depressions; storm water retention structures and storm water detention structures. A combination of practices may be utilized. Low impact development technology is encouraged to minimize alteration of the pre-construction site hydrology. Velocity dissipation devices shall be placed at the outlet of all detention or retention structures and along the length of any outlet channel as necessary to provide a non-erosive velocity flow from the structure to a natural water course. Projects that increase the impervious surface on the project area by fifteen percent (15%) or more shall demonstrate that existing channel characteristics in the

natural watercourse will not be altered by the storm water discharge. This provision may be complied with by:

- i. providing structural measures to attenuate the storm water runoff so that the pre-construction peak discharge rate is not exceeded; or
- ii. providing a hydrologic and/or geomorphic assessment that demonstrates that the increased peak discharge rate can be accommodated by the receiving stream without altering the existing channel characteristics (increased bank erosion or channel instability).

Projects located in areas that have local government requirements and/or criteria for post construction storm water management may address Item (i) by meeting those requirements. If local storm water management criteria have not been established, the design shall address maintenance of pre-construction flows for the 1 year, 24-hour storm. Alternative design measures will be considered with technical justification provided by the applicant. All designs for this provision should consider reduction of both the frequency and duration of peak flow rates. Item (ii) should be addressed by demonstration that the receiving natural channel can convey the developed condition 1 year, 24-hour storm within the channel banks and at a non-erosive velocity. A detailed assessment will not be required for Item (ii) if the proposed discharge rate is one (1) percent or less of the expected flow rate for the receiving stream at the point of discharge (for the 1 year, 24 hour storm) or the project is less than (3) acres in size (unless required by local government).

Projects that are expected to significantly increase peak storm water discharge rates should also consider control of storm water discharges for flood protection purposes (out of bank flooding). Flood protection would be considered at a minimum as control of the post-construction peak discharge rate for a 10-year, 24-hour storm to the pre-construction peak discharge rate. However, the level of protection should be based on the hazard involved to downstream life and property. The permittee shall be required to meet any local government or other agency requirements for storm water management and provide verification thereof (See Section D below).

BUYER CB-23	PAGE 054	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

The permittee shall submit all calculations, watershed mapping, design drawings, and any other information necessary to explain the technical basis for the storm water management plan. Since development site conditions vary widely, plan preparer's will have significant latitude in designing practices to comply with this provision of the permit. However, design procedures shall follow professionally accepted engineering and hydrologic methodologies. Permanent storm water management structures that will impound water (detention/retention basins or similar structures) shall be designed and certified by a Registered Professional Engineer. These structures shall also have a certified as-built drawing submitted with the Notice of Termination at the completion of the project. Permittees are only responsible for the installation and maintenance of storm water management facilities prior to final stabilization of the site and termination of General Permit coverage, however the entity responsible for post-construction maintenance shall be identified.

G.4.e.3.C) Other Controls

G.4.e.2.C.(i) Waste Disposal –All solid waste and construction/demolition material must be disposed of in accordance with the Code of West Virginia and Legislative Rule Title 33 Series 1, "Solid Waste Management Rule".

G.4.e.2.C. (ii) Each site shall have stone access entrance and exit drives and parking areas to reduce the tracking of sediment onto public or private roads. Except for haul roads, all unpaved roads on the site carrying more than 25 vehicles per day shall be graveled.

G.4.e.2.C (iii) The plan shall ensure and demonstrate compliance with applicable State, local sanitary sewer or septic system regulations.

G.4.e.2.C (iv) Groundwater Protection Plan (GPP) – The applicant shall prepare a GPP that will satisfy the State's Groundwater Protection Act. Projects proposing permanent storm water ponds or basins will submit the GPP for review.

G.4.e.2.(D) Approved State or Local Plans

Facilities which discharge storm water associated with industrial activity from construction activities must include in their storm water pollution prevention plan procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by State or local officials. Sediment and erosion control or storm water management plans approved by other state or local programs and that are either incorporated by reference in the General Permit or a part of an approved SWPPP, may be enforced under this permit. Certification of compliance with the state or local ordinances must be included in the application.

G.4.e.2.(E) Maintenance

A description of procedures to maintain in good and effective condition and promptly repair or restore all grade surfaces, walls, dams and structures, vegetation, erosion and sediment control measures and other protective devices identified in the site plan. At a minimum, procedures in a plan shall provide that all erosion controls on the site are inspected at least once every seven calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24 hour period.

G.4.f) All Storm Water Pollution Prevention Plans and Groundwater Protection Plans required under this permit are considered reports that shall be available to the public under Section 308(b) of the CWA. The owner or operator of a project with storm water discharges covered by this permit shall make plans available to members of the public upon request by the public.

However, the permittee may claim any portion of a Storm Water Pollution Plan or Groundwater Plan as confidential in accordance with 47 CSR 10-12.7.

G.4.g) No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations.

G.4.h) Permanent ponds and basins and ponds and basins that will remain in use for more than one year must be designed and certified by a Registered Professional Engineer.

G.5. Discharges to Impaired Waters

This permit does not authorize new sources or new discharges of constituents of concern to impaired waters unless consistent with the approved Total Maximum Daily Load (TMDL) and applicable state law. Impaired waters are those that do not meet applicable water quality standards and are listed on the Clean Water Act Section 303(d) list. Pollutants of concern are those constituents for which the water body is listed as impaired. Discharges of pollutants of concern to impaired water bodies for which there is an approved total maximum daily load (TMDL) are not eligible for coverage under this permit unless they are consistent with the approved TMDL. Within six months of the TMDL approval, permittees must incorporate any limitations, conditions, or requirements applicable to their discharges necessary for compliance with the TMDL, including any monitoring or reporting required by DWR rules, into their storm water pollution prevention plan in order to be eligible for coverage under this general permit.

Sites that discharge into a receiving water which has been listed on the Clean Water Act 303(d) list of impaired waters, and with discharges that contain the pollutant(s) for which the water body is impaired, must document in the SWPPP how the BMPs will control the discharge of the pollutant(s) of concern.

G.6. Endangered and Threatened Species

If a site discharges to a stream where a Federally endangered or threatened species or its habitat are present, the applicant should contact the US Fish and Wildlife Service to insure that requirements of the Federal Endangered Species Act are met.

H. Reopener Clause

If there is evidence indicating potential or realized impacts on water quality due to any storm water discharge associated with industrial activity covered by this permit, the owner or operator of such discharge may be required to obtain an individual permit or alternative general permit in accordance with Section G.1. of this permit or the permit may be modified to include different limitations and/or requirements.

I. The conditions, standards, and limitations of this General Permit will be reviewed at the time of reissuance for possible revisions that may lead to more or less stringent conditions, standards, and limitations.

J. Permit coverage for construction activities encompassed by this permit expires upon satisfactory stabilization of the site. Satisfactory stabilization means ALL disturbed areas shall be covered by some sort of permanent protection. "Stabilize" includes; pavement, buildings, waterways (rip-rap, concrete, grass, or pipe), a healthy, vigorous stand of grass that uniformly covers more than 70 percent of the ground, stable outlet channels with velocity dissipation which directs site runoff to a natural watercourse, and any other approved structure or material. The permittee will request a final inspection by sending in the "Notice of Termination". The "Notice of Termination" shall also include as-built drawings, certified by a Registered Professional Engineer, for any permanent ponds or basins. Sites not stabilized will continue to have coverage under this permit and will be assessed an annual permit fee as promulgated by the West Virginia Legislature. Sites will be assessed a pro-rated annual fee based upon the completion date and proper stabilization.

BUYER CB-23	PAGE 156	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

The herein-described activity is to be constructed or installed and operated, used and maintained strictly in accordance with the terms and conditions of this permit; with any plans, specifications and information submitted with the individual site registration application form, with any plan of maintenance and method of operation thereof submitted and with any applicable rules and regulations promulgated by the State Environmental Quality Board.

Failure to comply with the terms and conditions of this permit, with any plans, specification sand information submitted, and with any plan of maintenance and method of operation thereof submitted shall constitute grounds for the revocation or suspension of this permit to any individual establishment or other person and for the invocation of all the enforcement procedures set forth in Chapter 22, Articles 11 and 12 of the Code of West Virginia.

This permit is issued in accordance with the provisions of Article 11, Chapter 22 of the Code of West Virginia.

By Allyn L. Turner

Director

BUYER CB-23	PAGE 157	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:

GENERAL WATER POLLUTION CONTROL PERMIT

STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITIES

PUBLIC NOTICE SIGN SPECIFICATIONS

Contractor shall erect the Storm Water Public Notice sign at the same time as the project sign. Contractor shall display a sign for the duration of the construction project near the entrance of the project or, for linear projects, at a location near an active part of the project that is accessible by the public, which contains the following information: 1) The registrants name or the name of a contact person along with a telephone number; 2) A brief description of the project; 3) A statement indicating that the NOI or SWPPP, as applicable, has been filed with the DWWM; 4) The address and telephone number where the NOI or SWPPP is maintained; and 5) That any person may obtain a copy of the NOI or SWPPP by contacting the DWWM at (304) 558-4253. The sign shall be a minimum of two (2) feet by two (2) feet and at least three (3) feet above ground level.

A template for the sign is as follows:

The top half of the sign, down to the words "Application Date" shall be worded and formatted as shown. Remaining text shall be filled in by the applicant (Date, Name of Registrant or Contact, Project Description, and Phone) in the size and format shown. High contrast colors must be used.

**Info on NPDES
Storm Water Permit
Call: 800-654-5227**

Or plan@wvdep.org
DEP 601 57th St, SE, Charleston, WV 25304

Application date: **00/00/07**

WVDEP
OFFICE OF SPECIAL
RECLAMATION
Mine Reclamation

Reclamation Project
Environmental Supervisor (304) 926-0499

THE SIGN WILL BE AT LEAST 24" X 24" WITH 1.6" AND .8" LETTERS.

BUYER CB-23	PAGE 38	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



Joe Manchin, III,
Governor



Stephanie Timmermeyer,
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

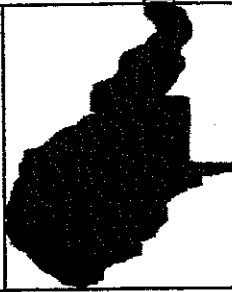
Permit Name	Project Start Date: 01/01/01
Permit Number	
Contractor: Joe Smith Contracting	

77 1/4"

17 1/4"

1 1/2"

1 1/8"



15 3/4"

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

27 3/4"

Division of Land Restoration
Office of Special Reclamation

Joe Manchin, III,
Governor

7 7/8"



Stephanie Timmermeyer,
Cabinet Secretary

3 3/4"



Ken Ellison,
Director

3"

8 5/8"

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

Permit Name
Permit Number

18"

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

2 1/4"

73 7/8"

36"

36"

48"

6"

6"

BUYER CB-23	PAGE 160	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

96"



Joe Manchin, III,
Governor



Stephanie Timmermeyer,
Cabinet Secretary



Ken Ellison,
Director

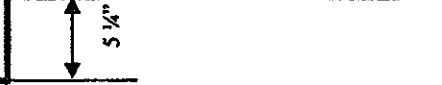
STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

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


48"



7 7/8"

9 3/8"

81 3/8"

	6
	STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION	DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Land Restoration	Division of Land Restoration
Office of Special Reclamation	Office of Special Reclamation
Project Cost: \$XXX.XXX.00	Project Cost: \$XXX.XXX.00
Funding provided by the Special Reclamation Cost Tax paid by WV Coal Mine Companies	Funding provided by the Special Reclamation Cost Tax paid by WV Coal Mine Companies
Permit Name	Permit Name
Permit Number	Permit Number
Contractor: Joe Smith Contracting	Contractor: Joe Smith Contracting
Project Start Date: 01/01/01	Project Start Date: 01/01/01

1 1/2" Joe Manchin, III, Governor



1" Stephanie Timmermeyer, Cabinet Secretary



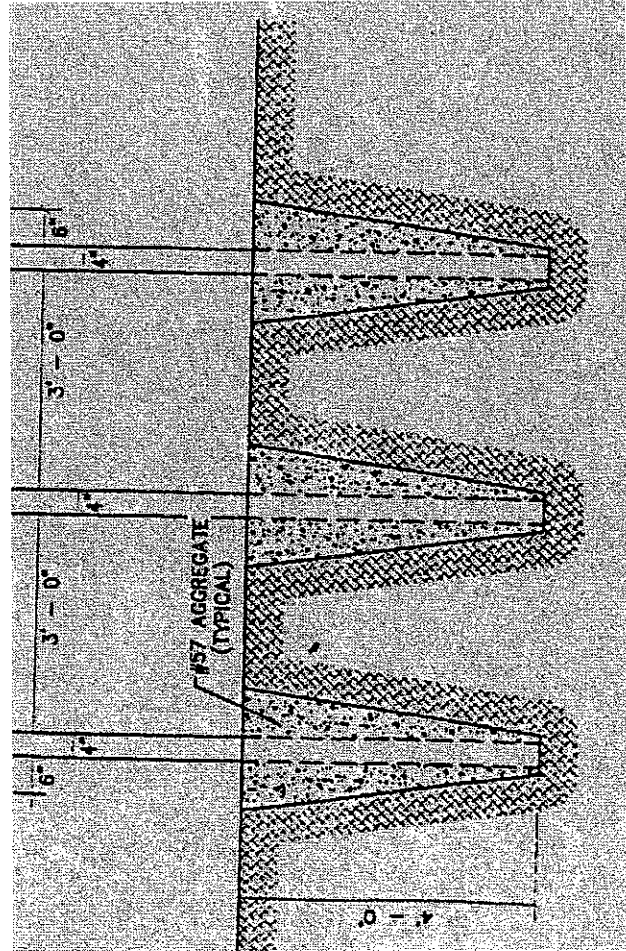
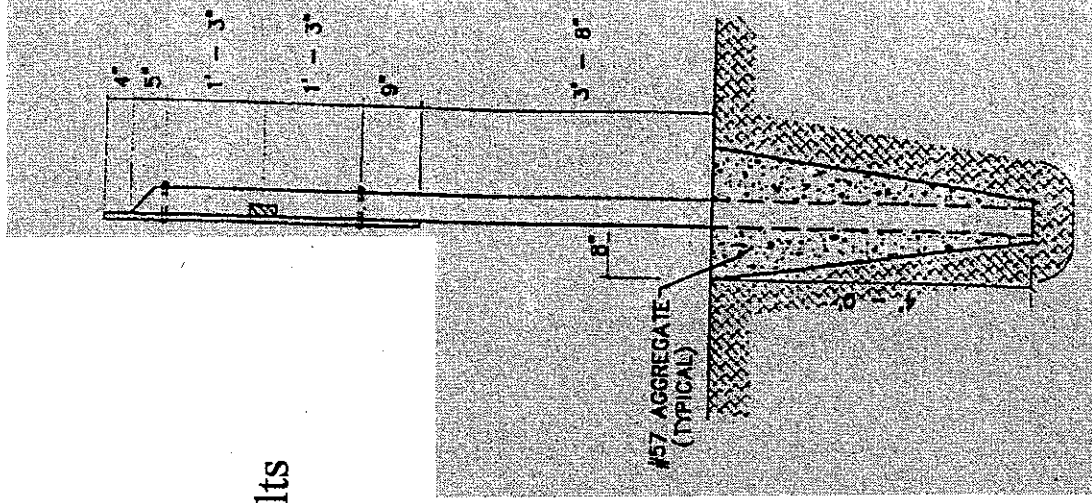
1" Ken Ellison, Director



BUYER CB-23	PAGE 162	REQ. OR PO NO. DEP 10314
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

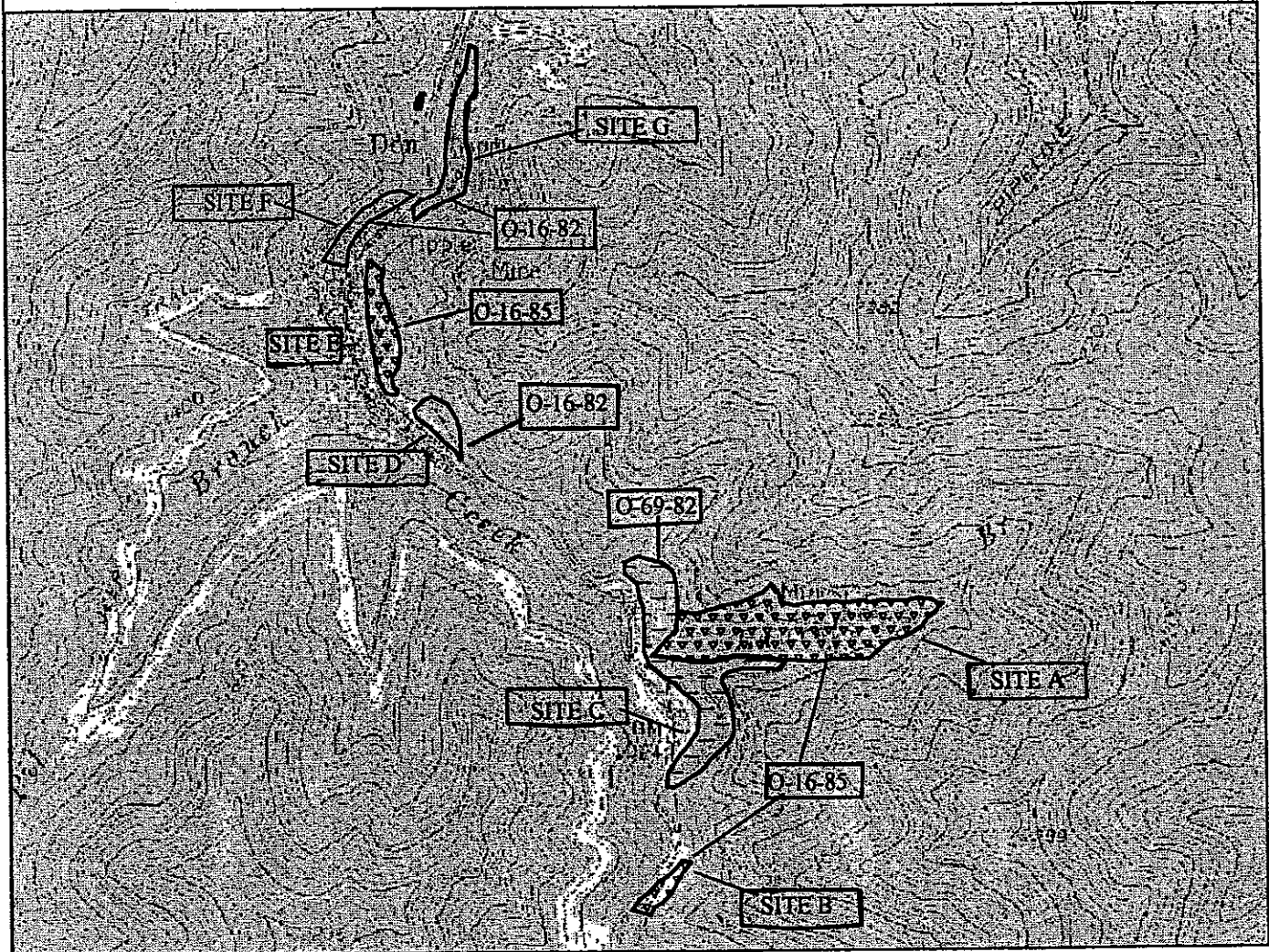
Notes:

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



BUYER CB-23	PAGE 63	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

CHAFIN COAL AND OKEMO CORP.
 O-69-82, O-16-82, O-16-85
 SITES A-G

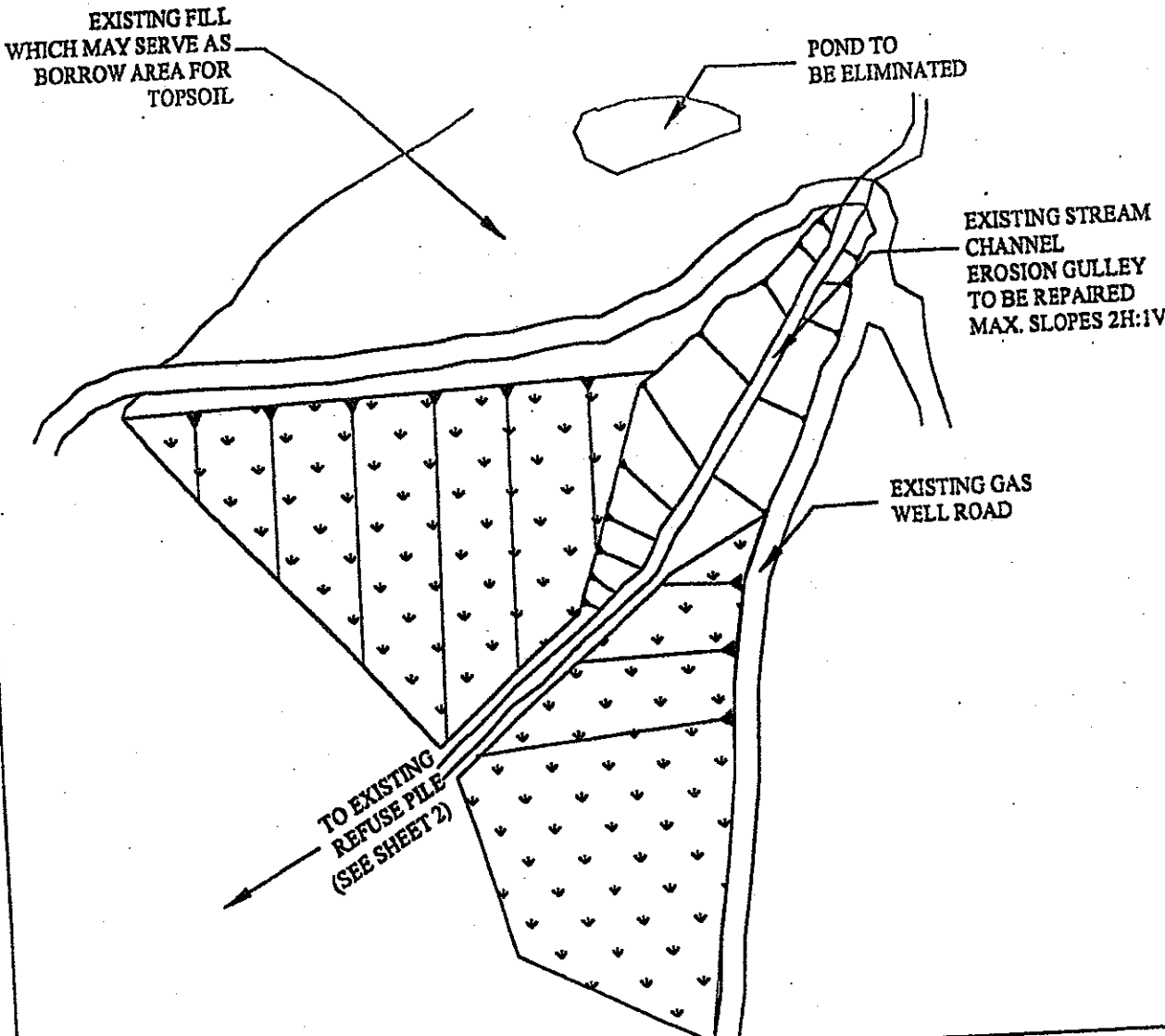


OFFICE OF SPECIAL RECLAMATION	
OVERALL SITE PLAN ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 8/3/2006	PROJECT NO: O-69-82/O-16-82/O-16-85

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

BUYER CB-23	PAGE 064	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

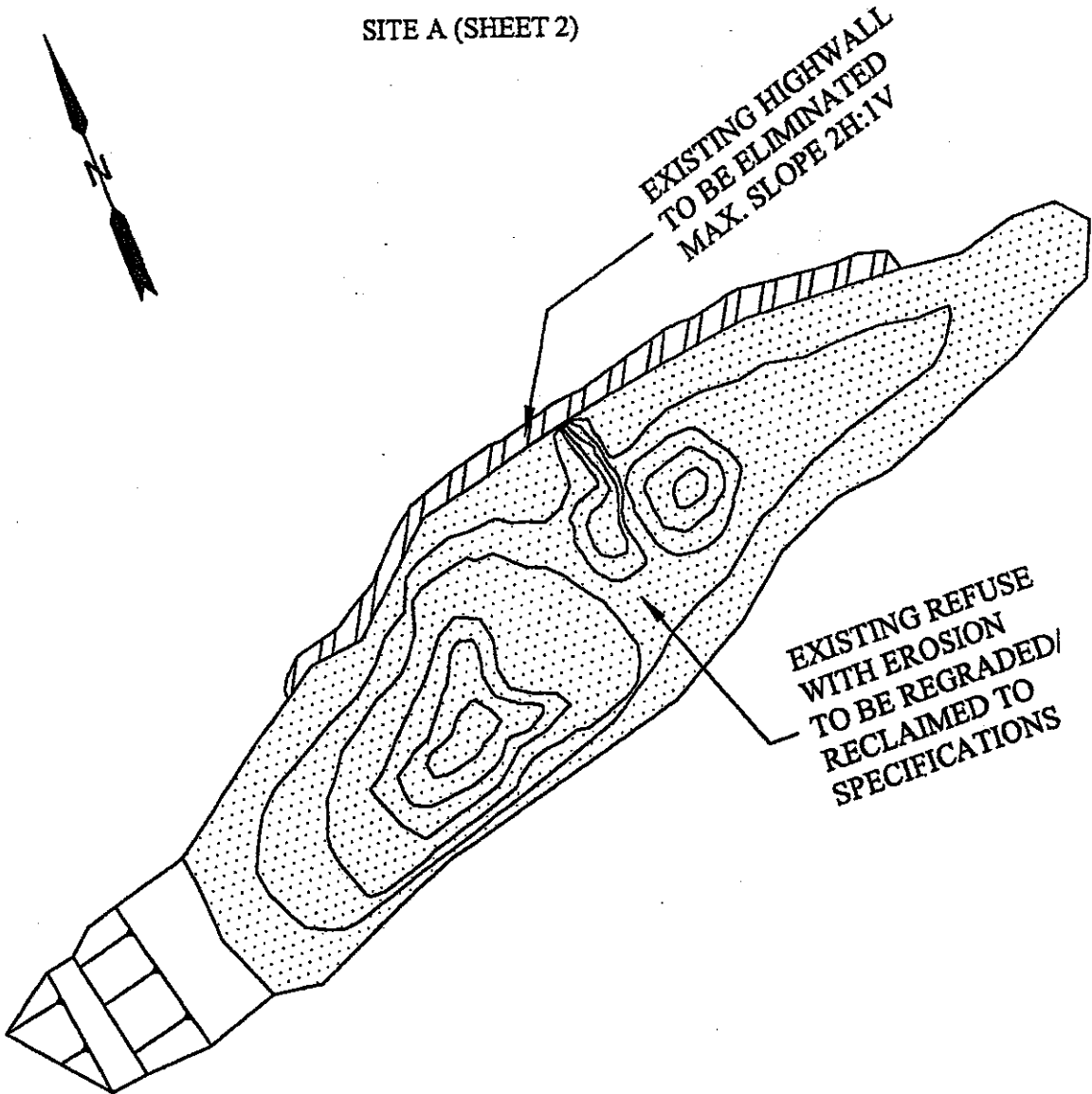
OKEMO CORP.
 O-16-85
 SITE A (SHEET 1)



OFFICE OF SPECIAL RECLAMATION	
SITE A EXISTING CONDITIONS SHEET 1 ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/17/2006	PROJECT NO: O-16-85

BUYER CB-23	PAGE 65	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORP.
O-16-85
SITE A (SHEET 2)

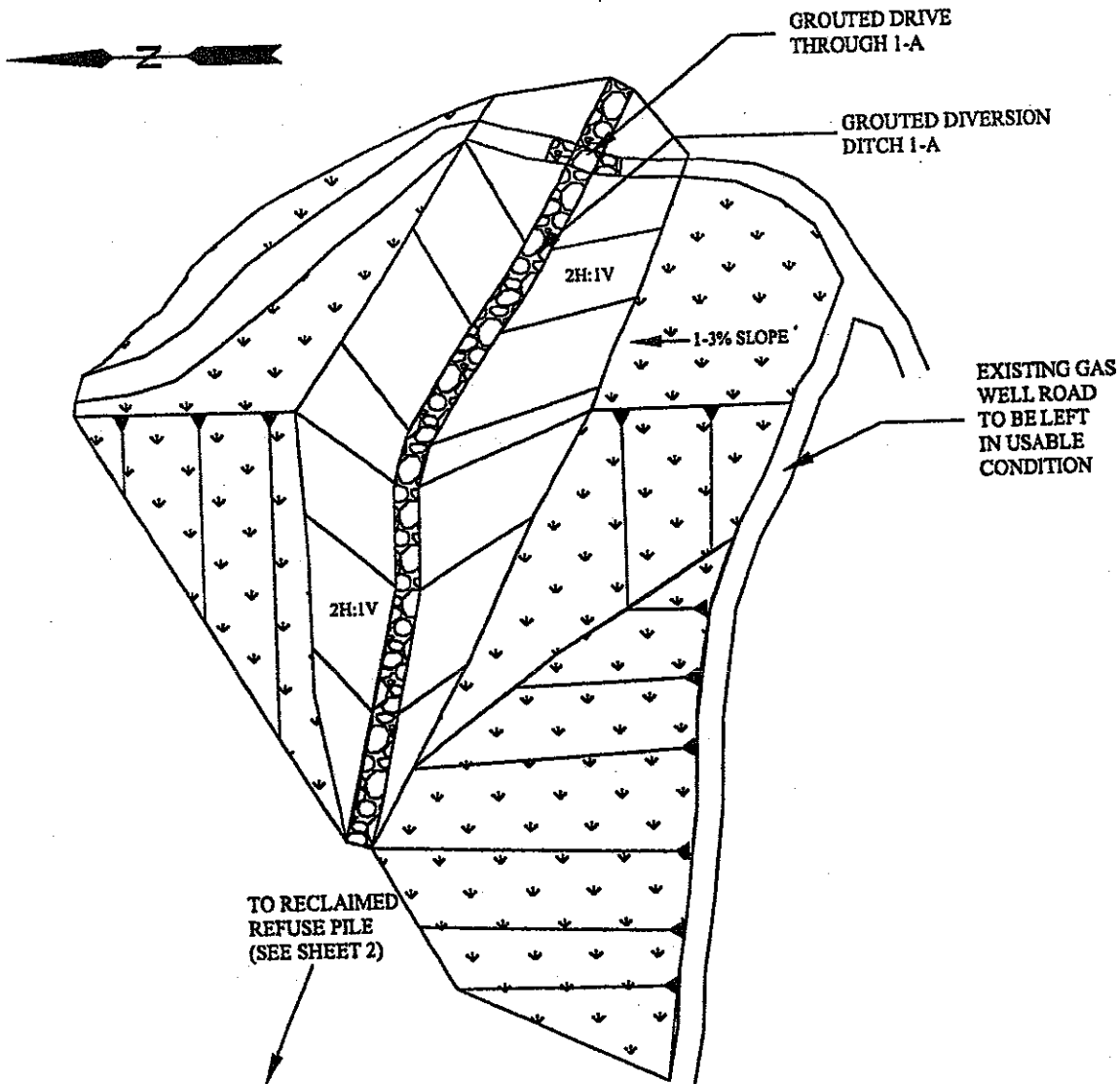


OFFICE OF SPECIAL RECLAMATION	
SITE A EXISTING CONDITIONS SHEET 2 ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/17/2006	PROJECT NO: O-16-85

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

BUYER CB-23	PAGE 66	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORP.
 O-16-85
 SITE A (SHEET 1)

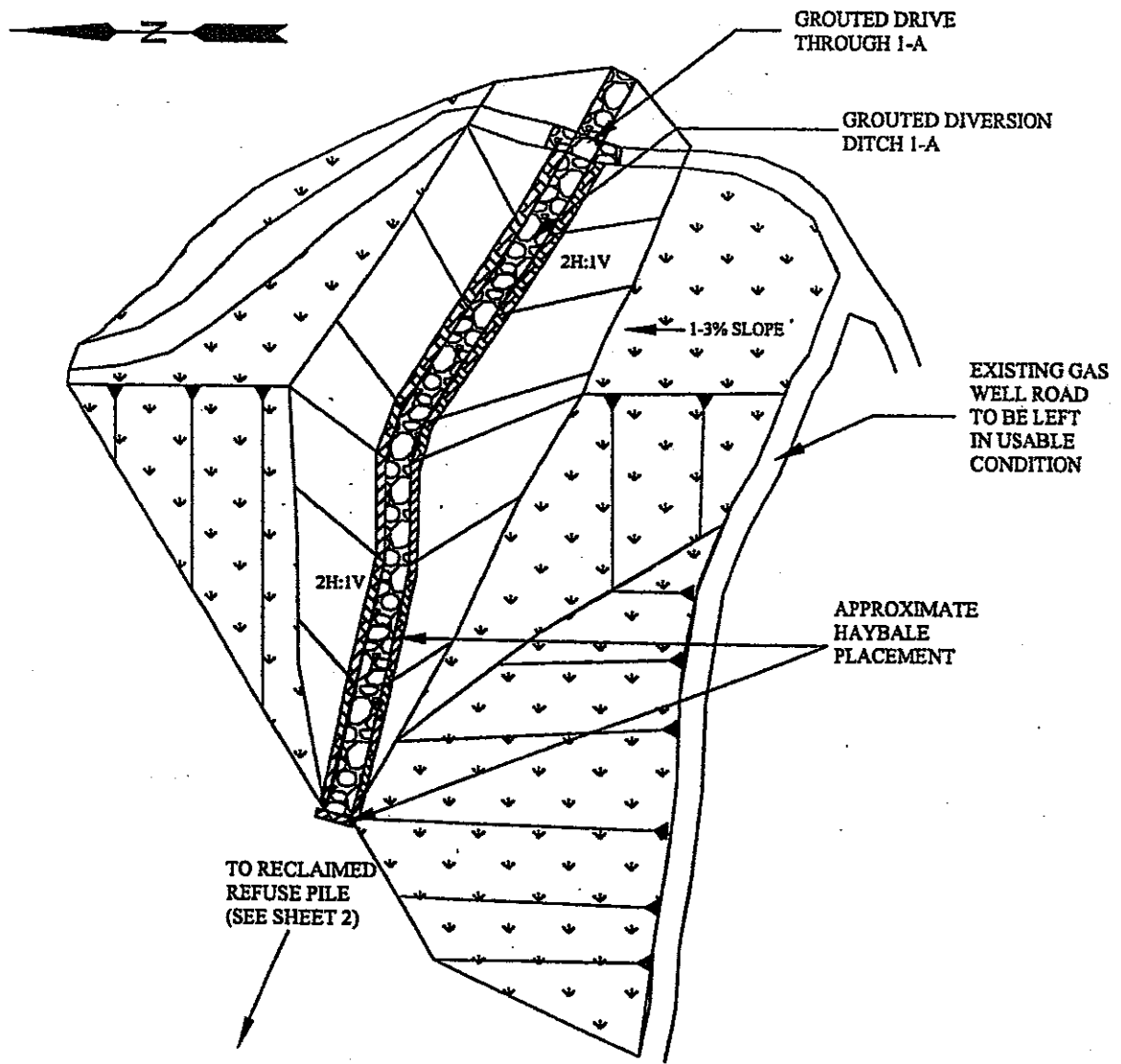


NOTE: ALL FACE
 SLOPES SHALL
 HAVE A MAX.
 SLOPE OF 2H:1V

OFFICE OF SPECIAL RECLAMATION	
SITE A PLAN SHEET 1 ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/28/2006	PROJECT NO: O-16-85

BUYER CB-23	PAGE 67	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORP.
 O-16-85
 SITE A (SHEET 1)

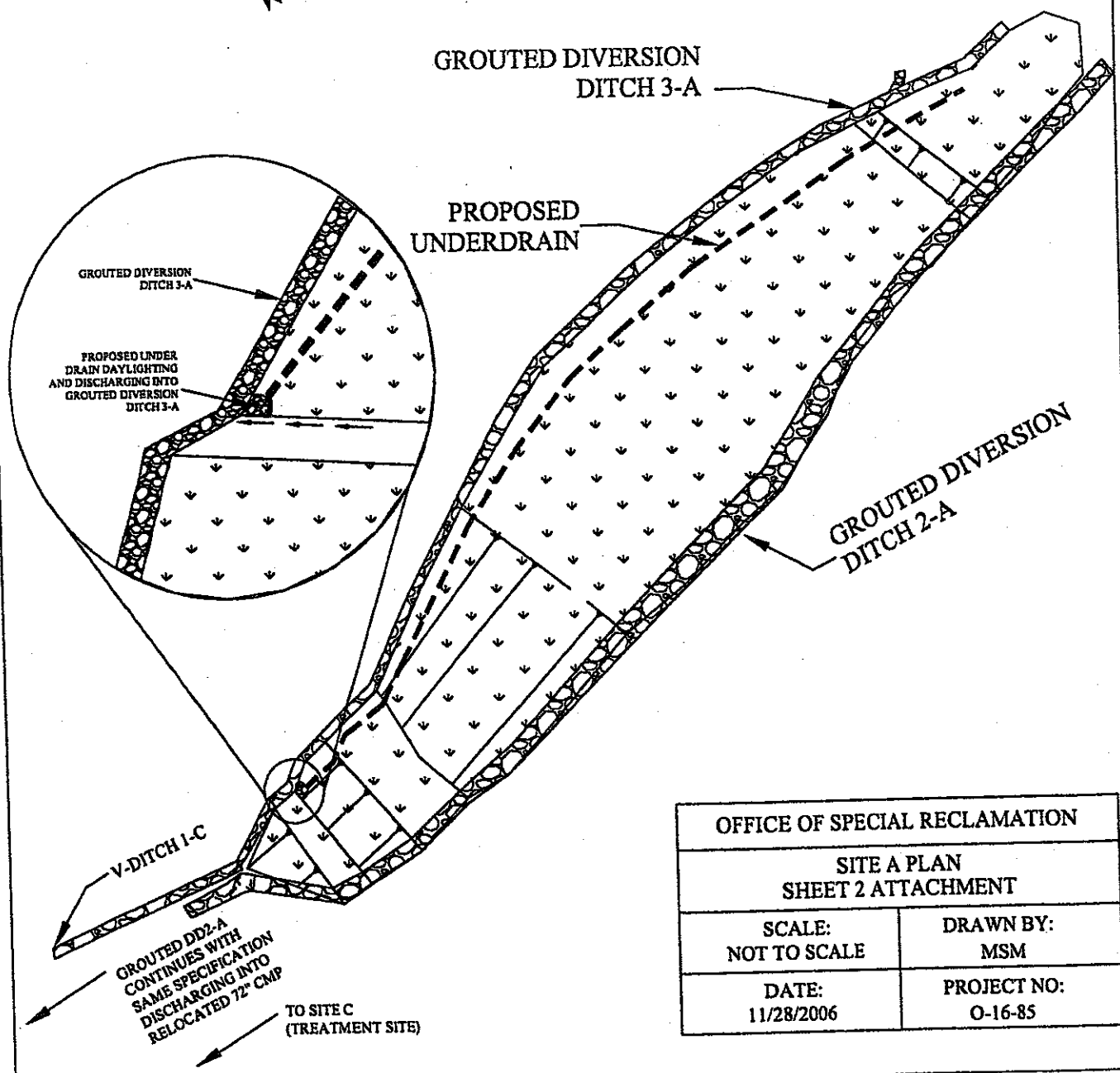


NOTE: ALL FACE
 SLOPES SHALL
 HAVE A MAX.
 SLOPE OF 2H:1V

OFFICE OF SPECIAL RECLAMATION	
SITE A HAYBALE DIKE PLACEMENT SHEET 1 ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/28/2006	PROJECT NO: O-16-85

BUYER CB-23	PAGE 68	REQ. OR PONO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORP.
 O-16-85
 SITE A (SHEET 2)



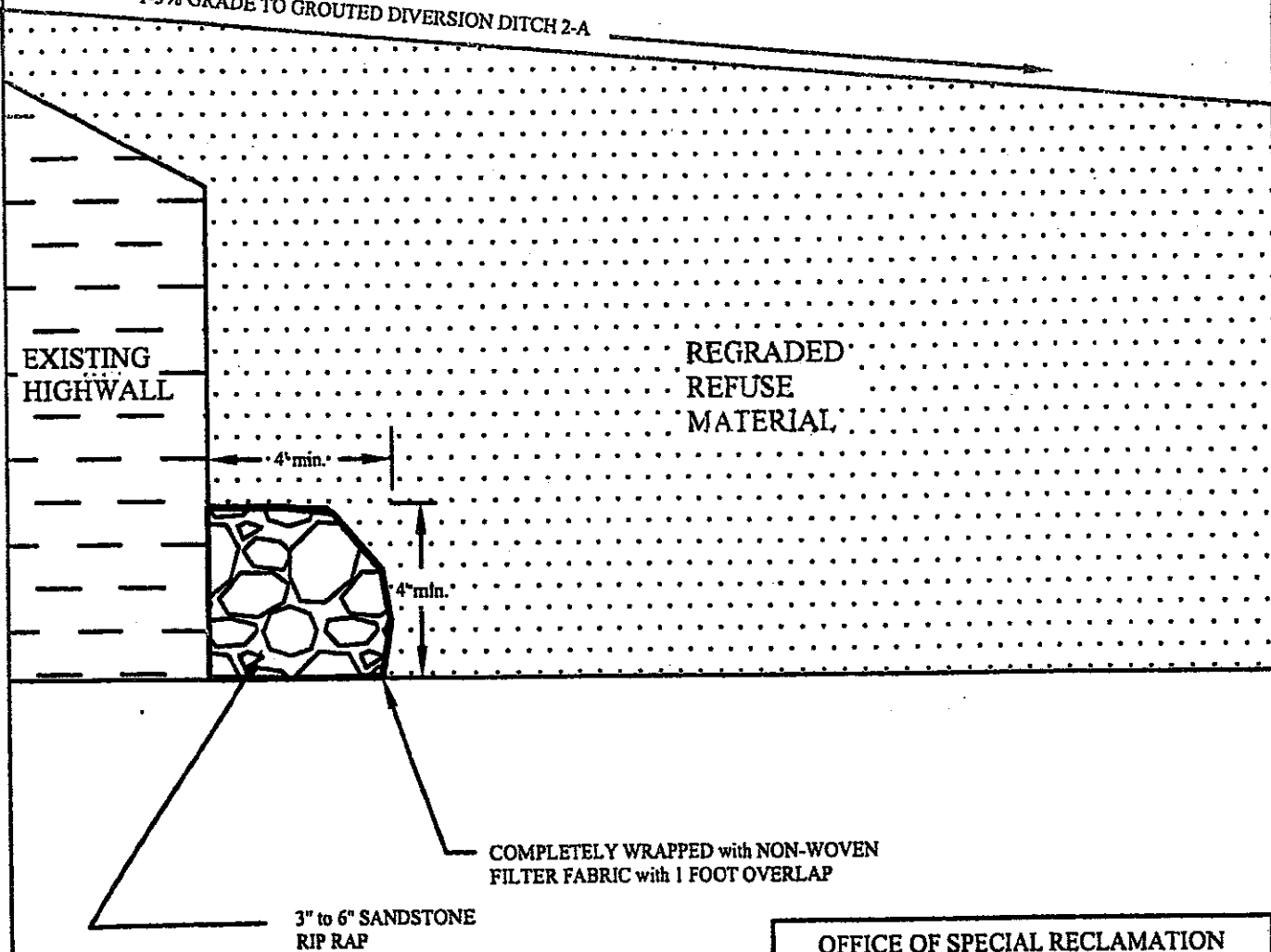
OFFICE OF SPECIAL RECLAMATION	
SITE A PLAN SHEET 2 ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/28/2006	PROJECT NO: O-16-85

TO SITE C
 (TREATMENT SITE)

BUYER CB-23	PAGE 63	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORP.
 O-16-85
 SITE A

1-3% GRADE TO GROUDED DIVERSION DITCH 2-A



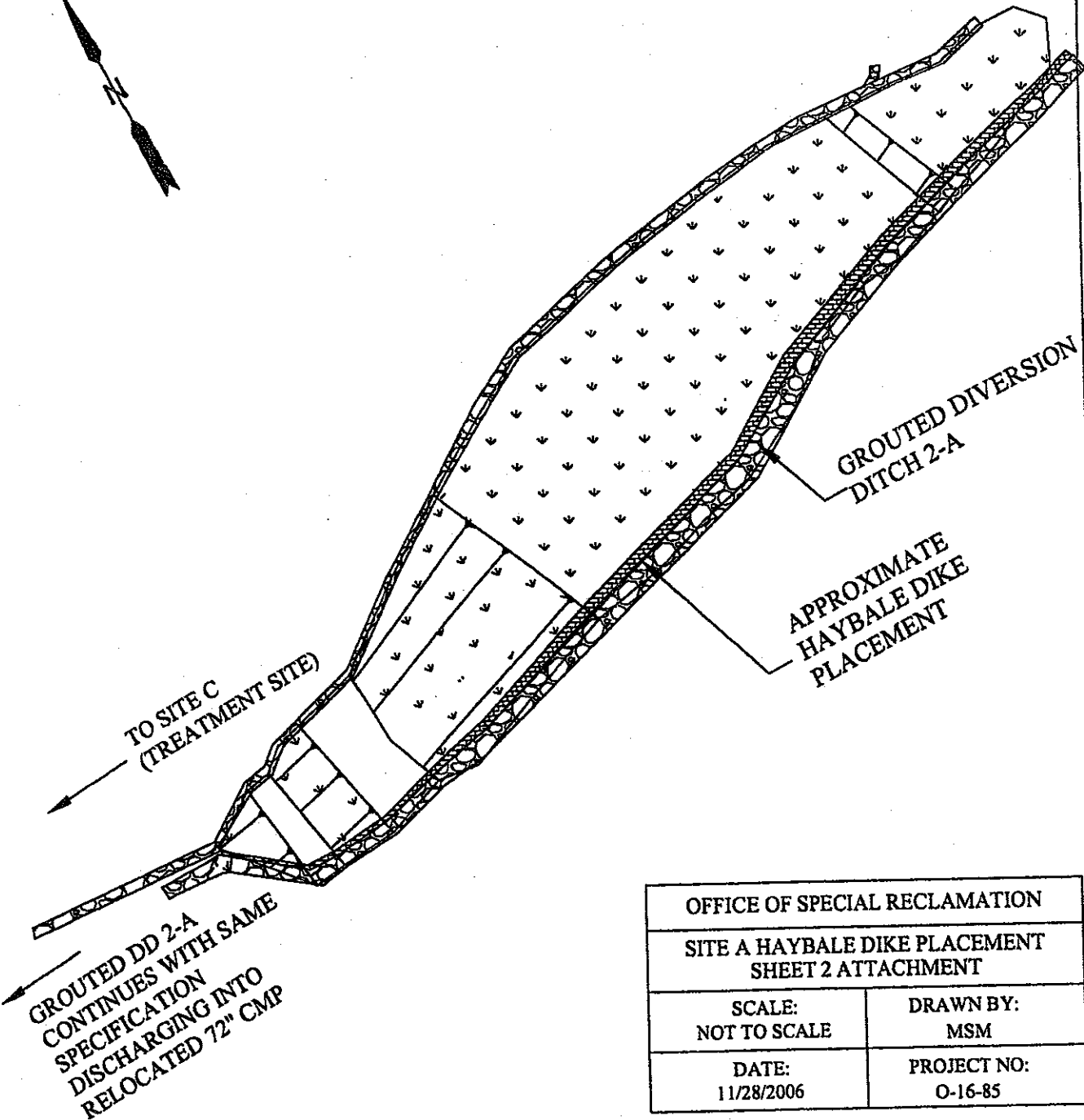
NOTE: UNDERDRAIN SHALL EXTEND ALONG THE ENTIRE LENGTH OF EXISTING HIGHWALL AND SHALL DAYLIGHT EXISTING BENCH OF FILL WHERE IT WILL DISCHARGE INTO GROUDED DIVERSION DITCH 3-A.

OFFICE OF SPECIAL RECLAMATION	
SITE A PROPOSED UNDERDRAIN TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 1/18/2007	PROJECT NO: O-16-85

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

BUYER CB-23	PAGE 070	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORP.
 O-16-85
 SITE A (SHEET 2)



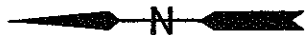
OFFICE OF SPECIAL RECLAMATION	
SITE A HAYBALE DIKE PLACEMENT SHEET 2 ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/28/2006	PROJECT NO: O-16-85

BUYER CB-23	PAGE 71	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORPORATION

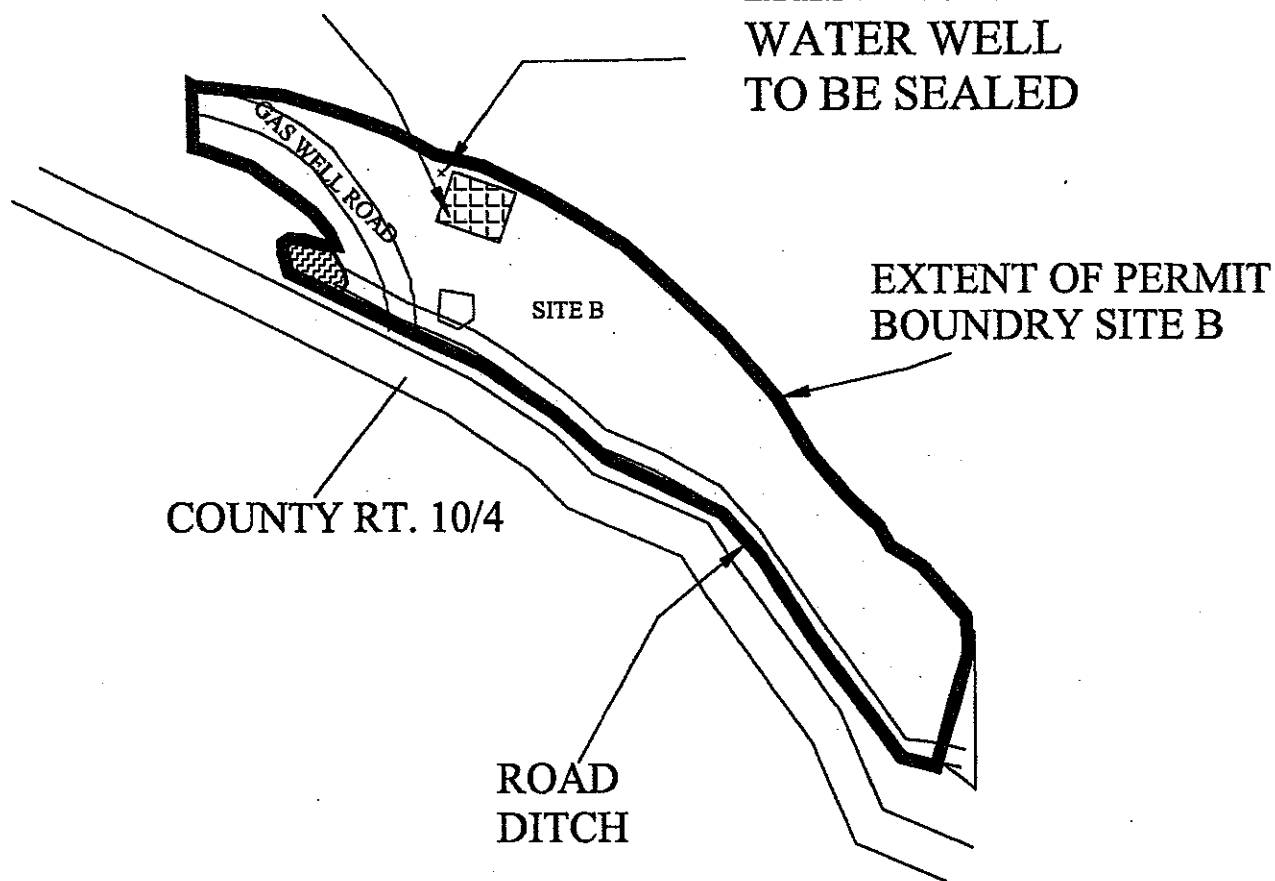
O-16-85

SITE B



CONCRETE PAD TO
BE BURIED ON SITE

EXISTING GROUND
WATER WELL
TO BE SEALED

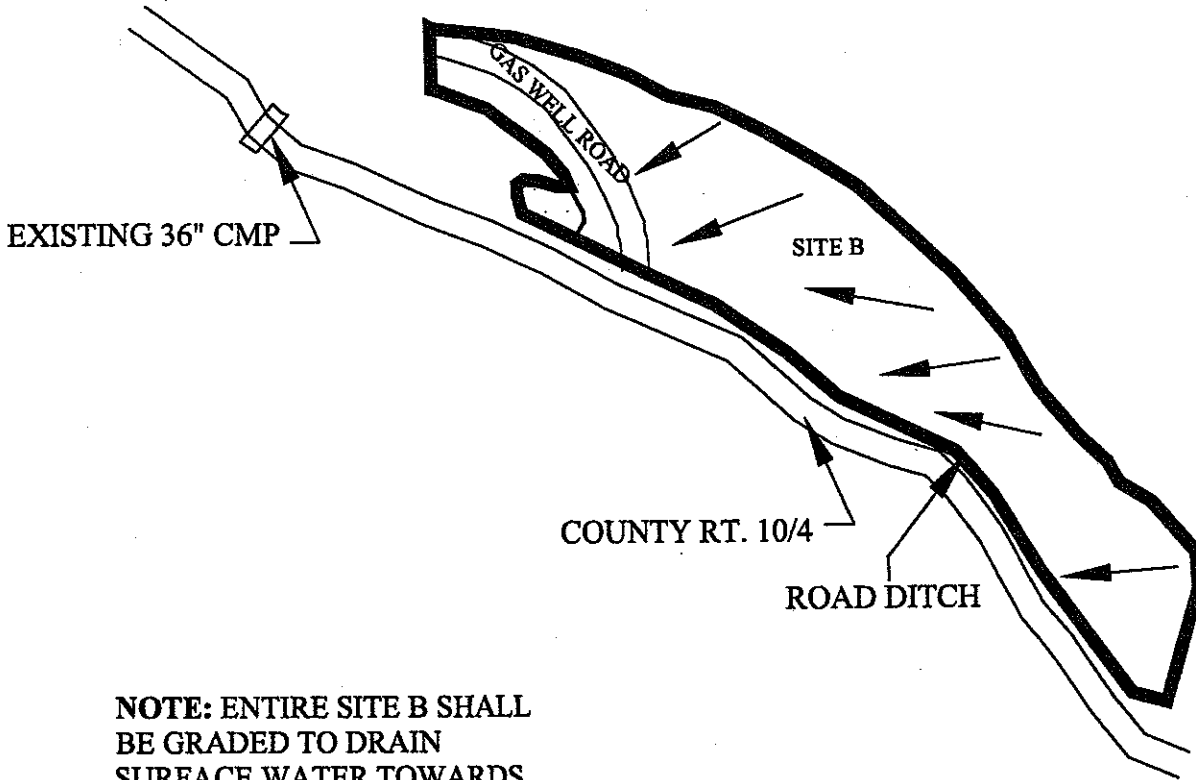
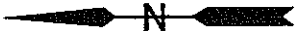


EXTENT OF PERMIT
BOUNDRY SITE B

OFFICE OF SPECIAL RECLAMATION	
SITE B EXISTING CONDITIONS ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/16/2006	PROJECT NO: O-16-85

BUYER CB-23	PAGE 72	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORPORATION
 O-16-85
 SITE B



**NOTE: ENTIRE SITE B SHALL
 BE GRADED TO DRAIN
 SURFACE WATER TOWARDS
 ROAD DITCH @1-3% SLOPE**

OFFICE OF SPECIAL RECLAMATION	
SITE B PLAN ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/28/2006	PROJECT NO: O-16-85

BUYER CB-23	PAGE 073	REQ. OR PO NO 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

CHAFIN COAL CO
O-69-82
SITE B

FINAL GRADE

MINIMUM 6"
SOIL COVER

WELL CASING

CONCRETE
GROUT FILL

OFFICE OF SPECIAL RECLAMATION

SITE B
WATER WELL SEAL

SCALE:
NOT TO SCALE

DRAWN BY:

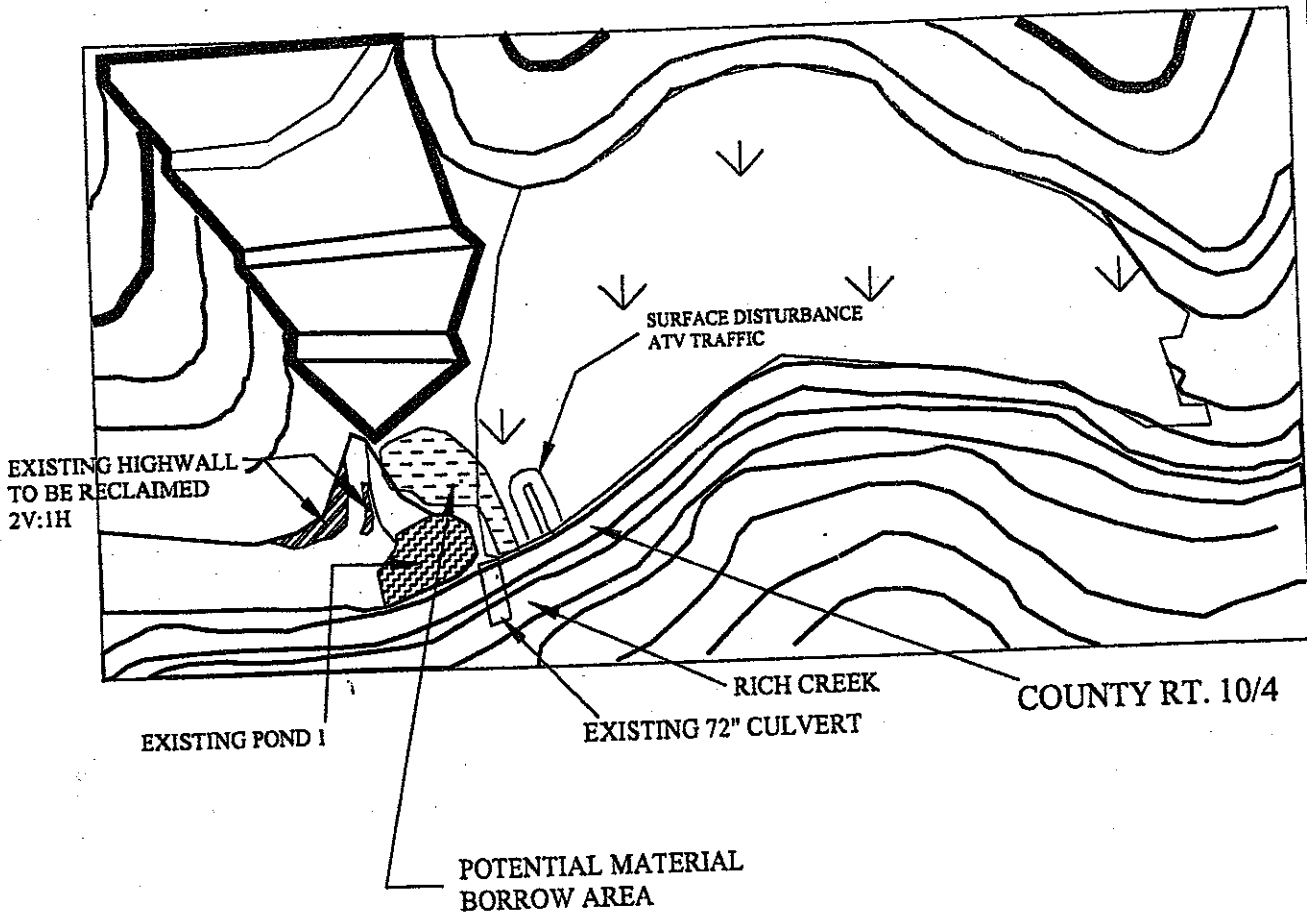
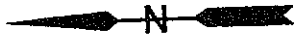
DATE:

PROJECT NO:
O-69-82

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

BUYER CB-23	PAGE 174	REQ. OR PONO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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



OFFICE OF SPECIAL RECLAMATION	
SITE C EXISTING CONDITIONS ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE: 11/16/2006	PROJECT NO: O-16-85/O-69-82

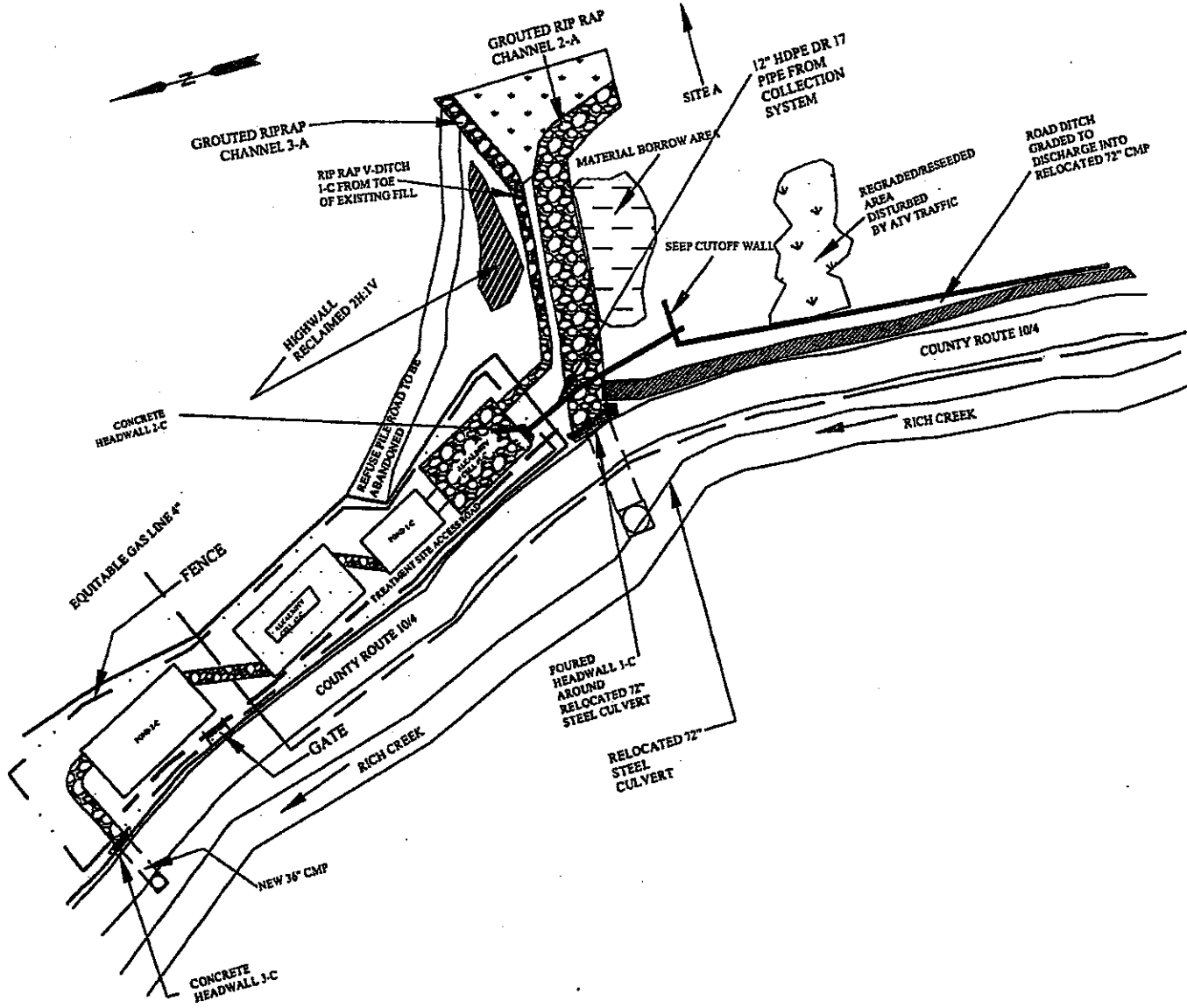
BUYER CB-23	RAGE 175	REQ. OR PO NO DEP 13014
----------------	-------------	----------------------------

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

CHAFIN COAL CO./OKEMO CORP.

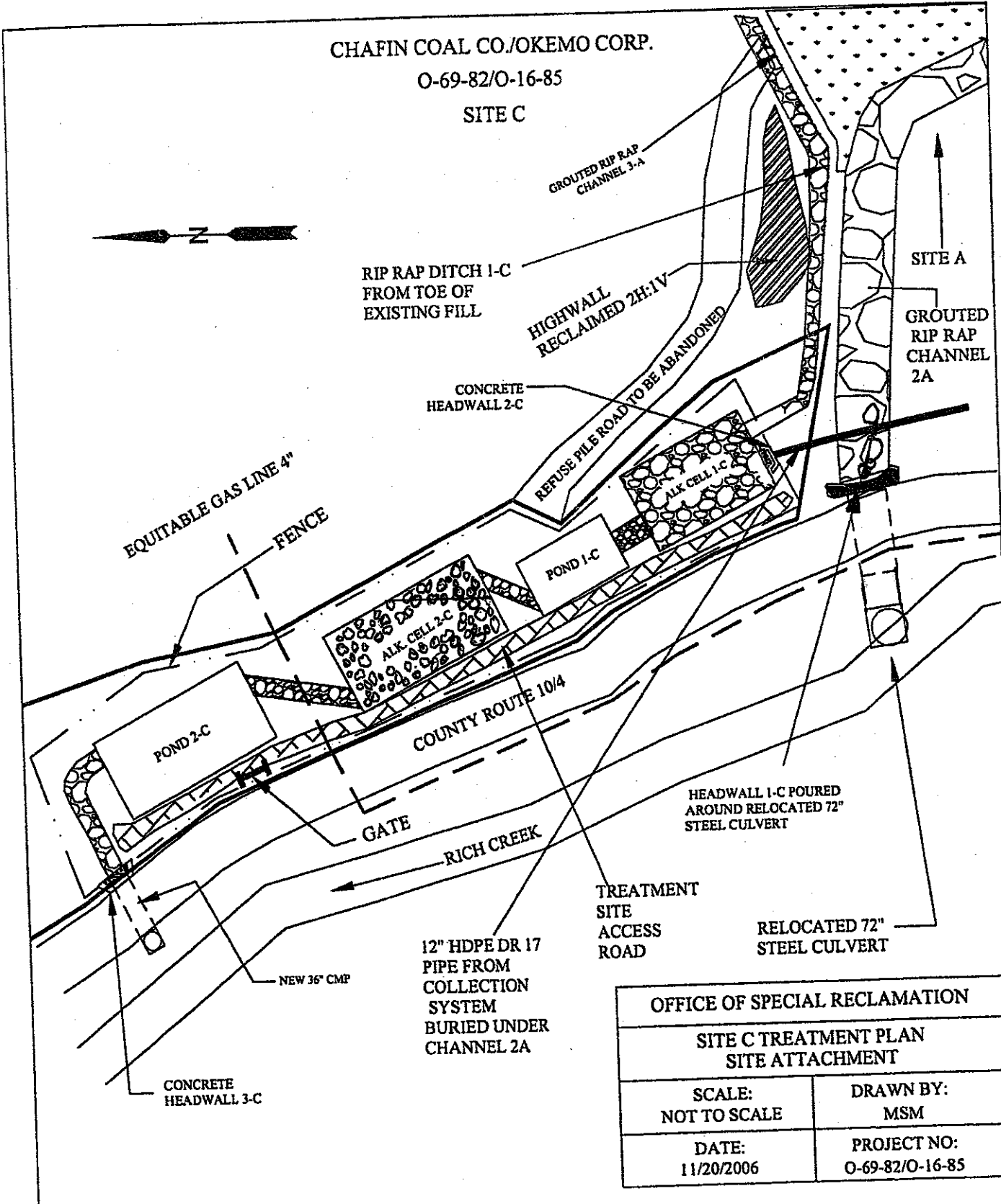
O-69-82/O-16-85

SITE C



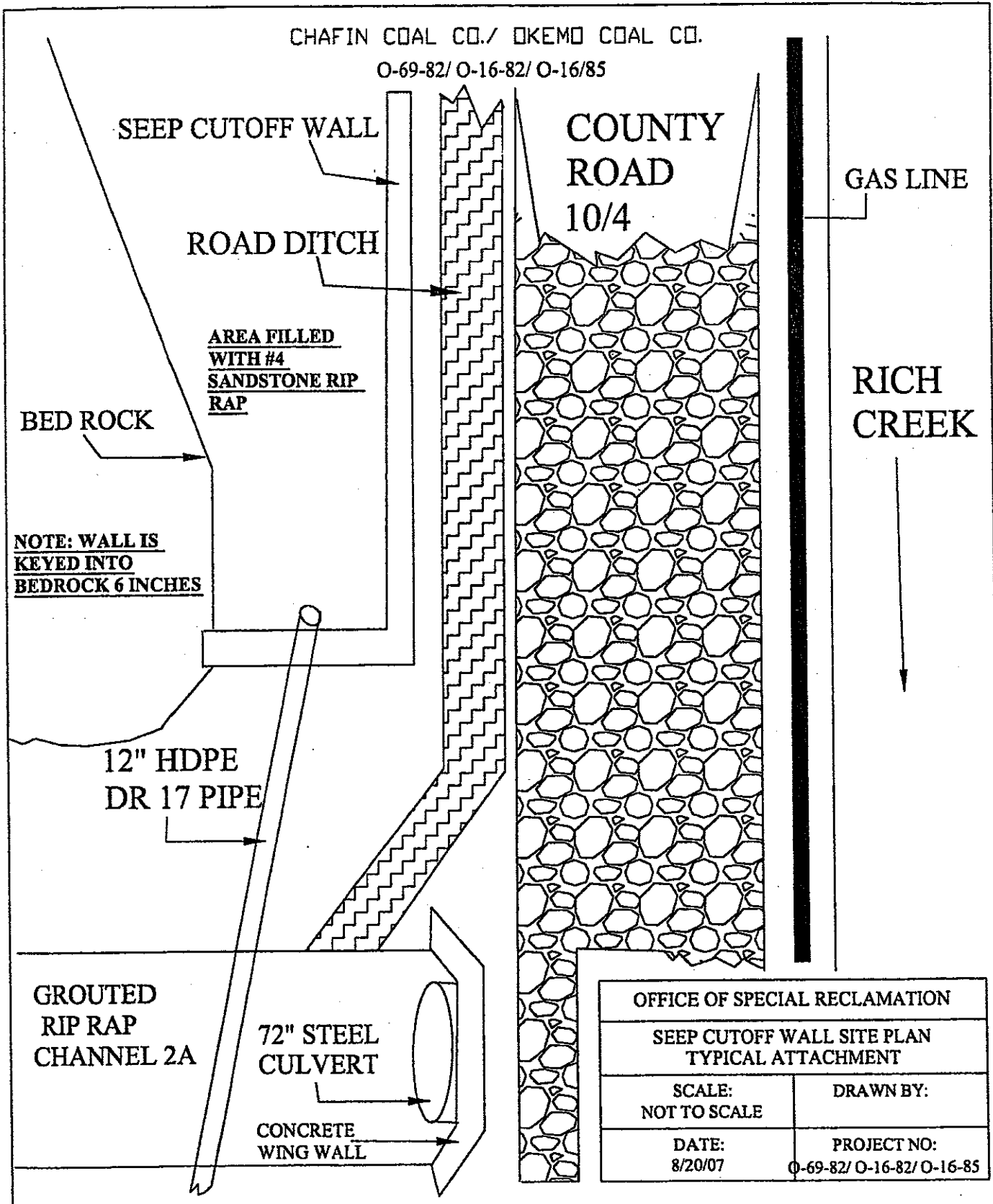
OFFICE OF SPECIAL RECLAMATION	
SITE C TREATMENT PLAN SITE ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/20/2006	PROJECT NO: O-69-82/O-16-85

BUYER CB-23	PAGE 76	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



OFFICE OF SPECIAL RECLAMATION	
SITE C TREATMENT PLAN SITE ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/20/2006	PROJECT NO: O-69-82/O-16-85

BUYER: CB-23	PAGE 77	REQ. OR PO NO 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

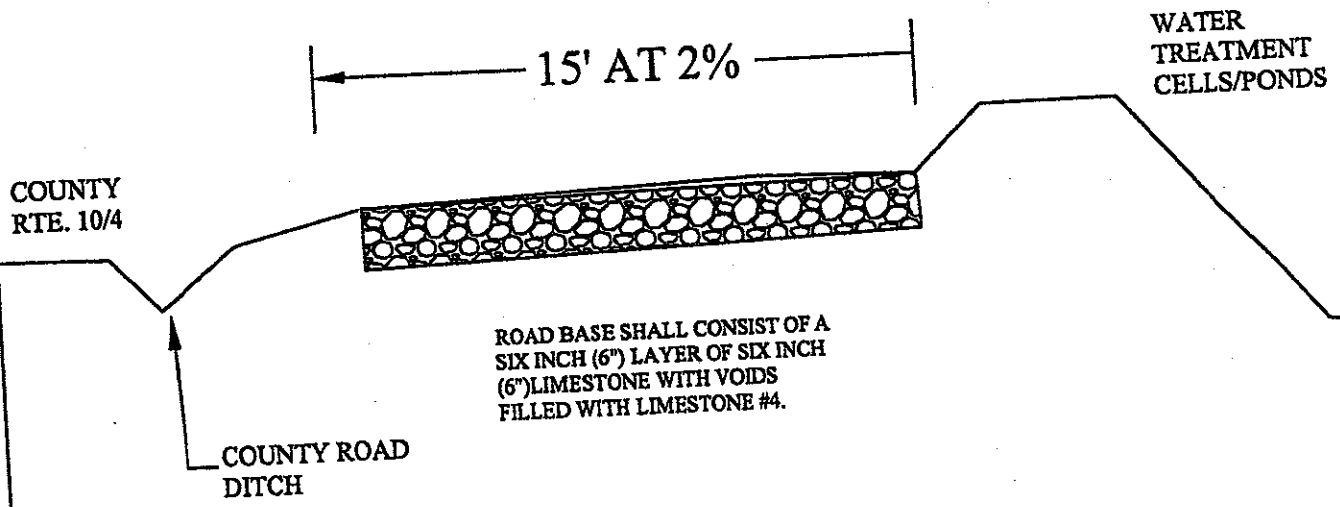


OFFICE OF SPECIAL RECLAMATION	
SEEP CUTOFF WALL SITE PLAN TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE: 8/20/07	PROJECT NO: O-69-82/ O-16-82/ O-16-85

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

BUYER CB-23	PAGE 178	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

CHAFIN COAL CO.
O-69-82
SITE C

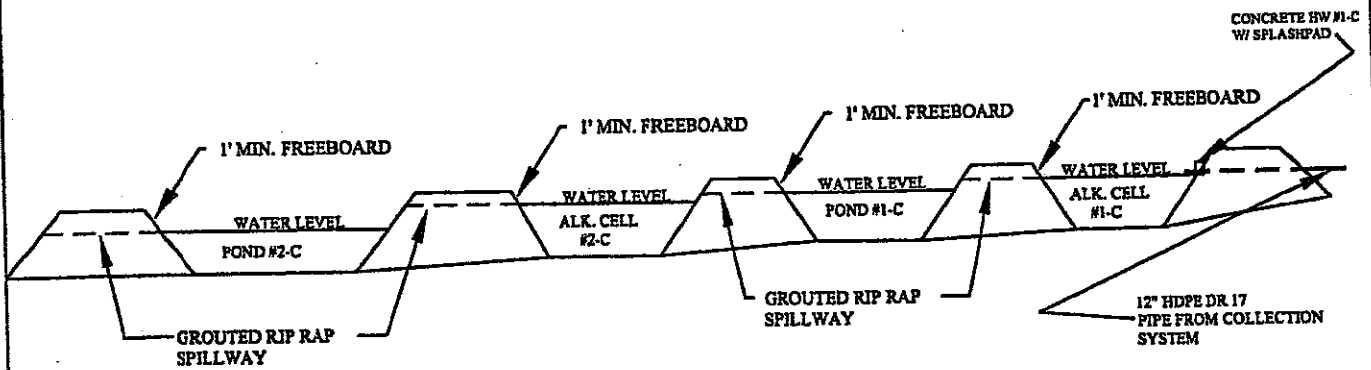


ROAD BASE SHALL CONSIST OF A
SIX INCH (6") LAYER OF SIX INCH
(6") LIMESTONE WITH VOIDS
FILLED WITH LIMESTONE #4.

OFFICE OF SPECIAL RECLAMATION	
SITE C TREATMENT SITE ROAD TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: O-69-82

BUYER CB-23	PAGE 75	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

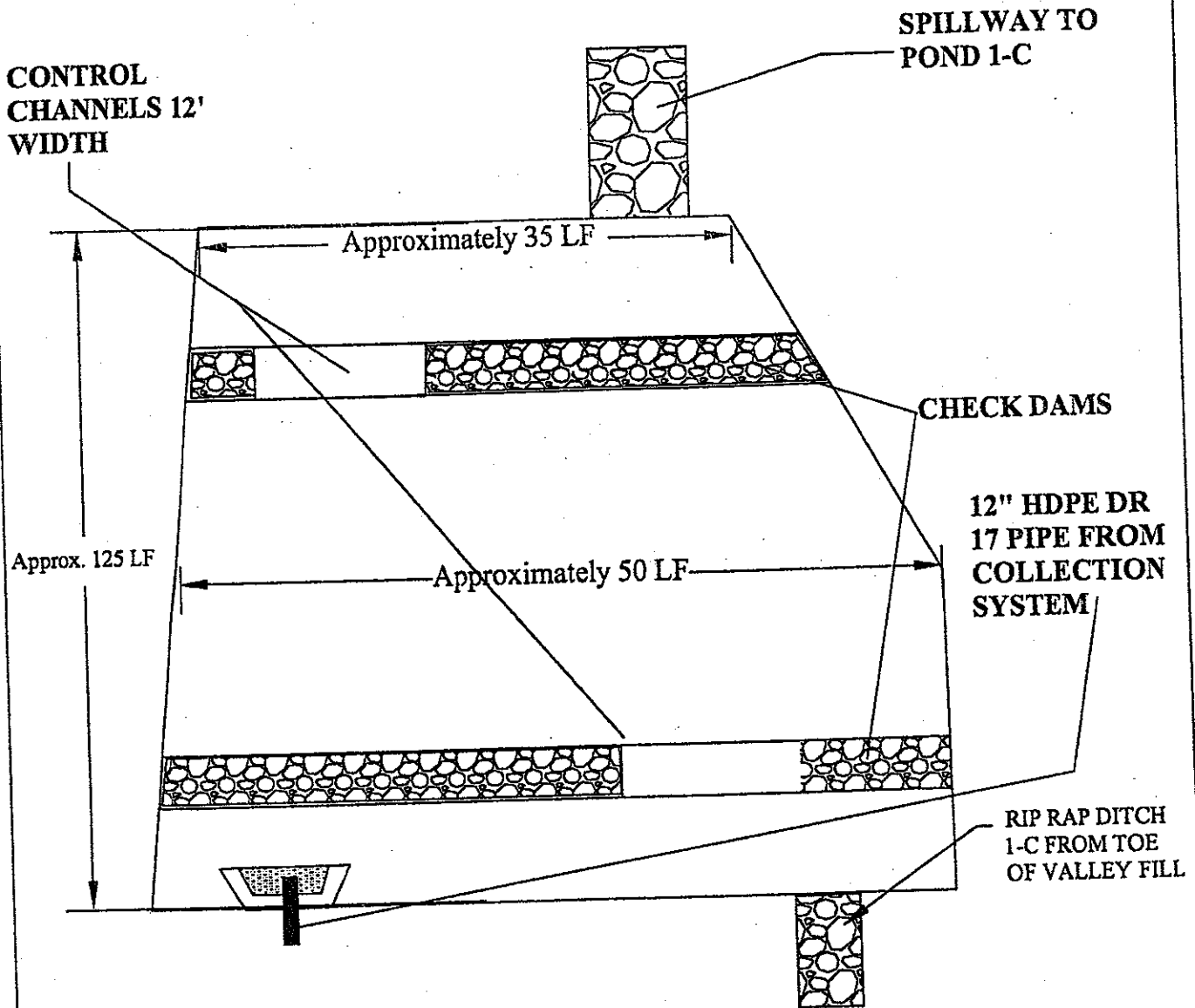
CHAFIN COAL CO.
 O-69-82
 SITE C



OFFICE OF SPECIAL RECLAMATION	
SITE C PROFILE ALKALINITY CELLS AND PONDS ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/5/2006	PROJECT NO: O-69-82

BUYER CB-23	PAGE 280	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

CHAFIN COAL CO.
 O-69-82
 SITE C



NOTE: LENGTH OF CELL WILL BE APPROXIMATELY ONE HUNDRED TWENTY-FIVE FEET (125') AND WIDTH WILL VARY. THE WIDTH WILL BE APPROXIMATELY FIFTY FEET (50') AT THE ENTRANCE EMBANKMENT, FIFTY FEET (50') IN THE MIDDLE, AND THIRTY-FIVE FEET (35') AT THE END OF CELL WHERE THE SPILLWAY WILL DISCHARGE INTO POND 1-C.

OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL 1-C TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/3/2006	PROJECT NO: O-69-82

BUYER CB-23	PAGE 181	REQ. OR PO NO DEP 13014
----------------	-------------	----------------------------

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

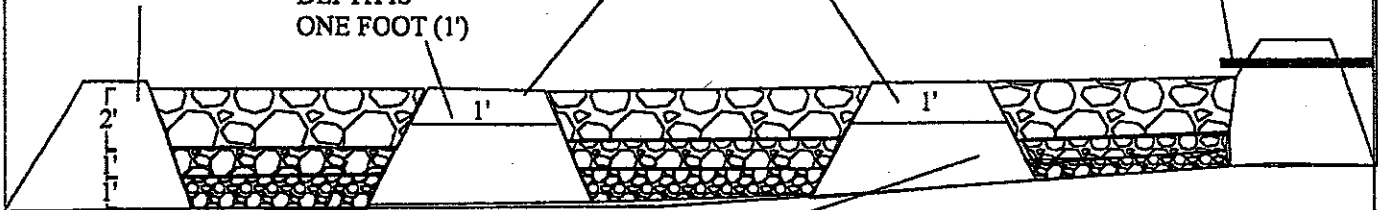
CHAFIN COAL CO.
 O-69-82
 SITE C

CHECK DAM WITH
 DISCHARGE INTO
 POND 1-C

CHECK DAMS CONSTRUCTED WITH
 LIMESTONE CRUSHER RUN WITH 2H:1V
 OUTER SLOPES AT A LEVEL EVEN WITH
 LIMESTONE. APPROXIMATE TOP WIDTH OF
 CHECK DAM SHALL BE ONE FOOT (1') WITH
 AN OVERALL HEIGHT OF FOUR FEET (4').

12" HDPE DR 17
 PIPE FROM
 COLLECTION
 SYSTEM

CONTROL CHANNEL
 DEPTH IS
 ONE FOOT (1')



ENTIRE FLOW PATH IS TO BE FILLED WITH
 FORTY-EIGHT (48") 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 1 FOOT OF LIMESTONE #57S, AND THE
 UPPER LAYER SHALL BE A 2 FOOT LAYER OF
 TWO INCH (2") LIMESTONE.

OFFICE OF SPECIAL RECLAMATION

ALKALINITY CELL 1-C PROFILE
 TYPICAL ATTACHMENT

SCALE:
 NOT TO SCALE

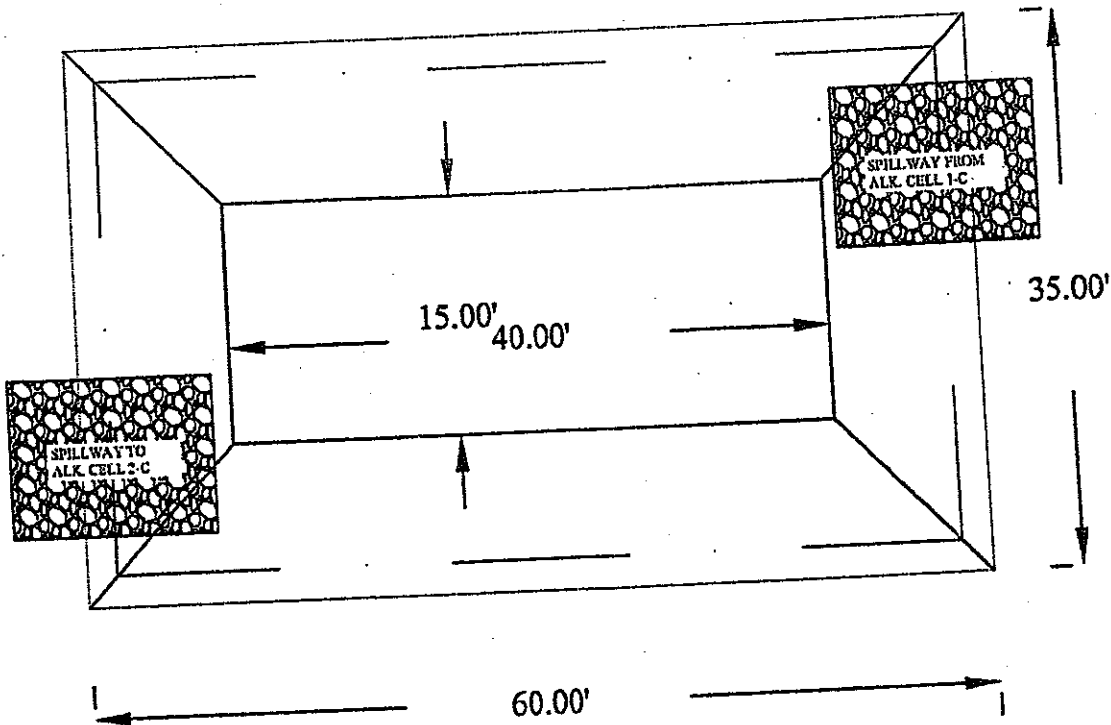
DRAWN BY:
 MSM

DATE:
 12/4/2006

PROJECT NO:
 O-69-82

BUYER CB-23	PAGE 182	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

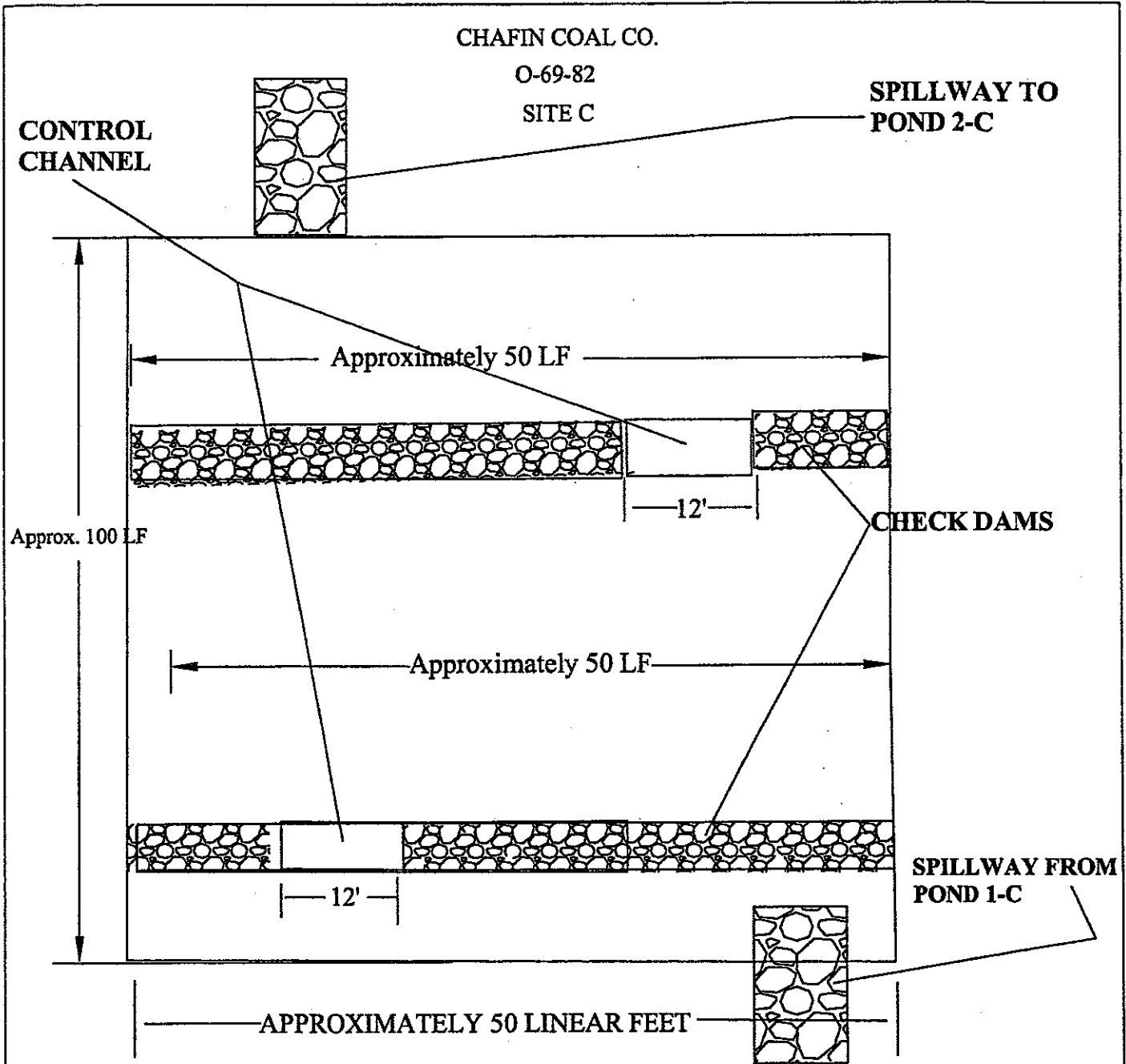
CHAFIN COAL CO.
 O-69-82
 SITE C



NOTE: POND WILL HAVE A DEPTH OF FOUR FEET (4') WITH ONE FOOT (1') OF FREEBOARD. ALL POND EMBANKMENT SLOPES SHALL BE 2H:1V. POND WILL BE LINED AND SHALL HAVE BAFFLE CURTAINS PLACED ACCORDING TO SPECIFICATIONS.

OFFICE OF SPECIAL RECLAMATION	
POND 1-C ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: O-69-82

BUYER CB-23	PAGE 183	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



NOTE: LENGTH OF CELL WILL BE APPROXIMATELY ONE HUNDRED FEET (100') AND WIDTH WILL BE APPROXIMATELY FIFTY FEET (50'). THE SPILLWAY WILL DISCHARGE INTO A CONCRETE HEADWALL #1-C WITH 36" CMP WHERE FLOW WILL DISCHARGE INTO EXISTING STREAM (RICH CREEK).

OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL 2-C TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/3/2006	PROJECT NO: O-69-82

BUYER CB-23	PAGE 84	REQ. OR PONO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

CHAFIN COAL CO.

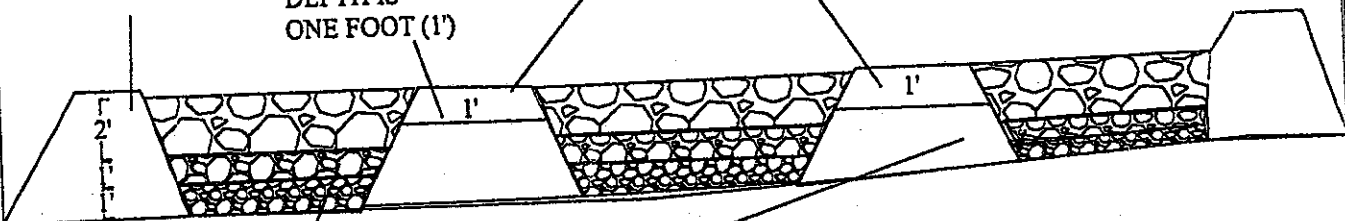
O-69-82

SITE C

CHECK DAM WITH
DISCHARGE INTO
POND 1-C

CHECK DAMS CONSTRUCTED WITH
LIMESTONE CRUSHER RUN WITH 2H:1V
OUTER SLOPES AT A LEVEL EVEN WITH
LIMESTONE. APPROXIMATE TOP WIDTH OF
CHECK DAM SHALL BE ONE FOOT (1') WITH
AN OVERALL HEIGHT OF FOUR FEET (4').

CONTROL CHANNEL
DEPTH IS
ONE FOOT (1')

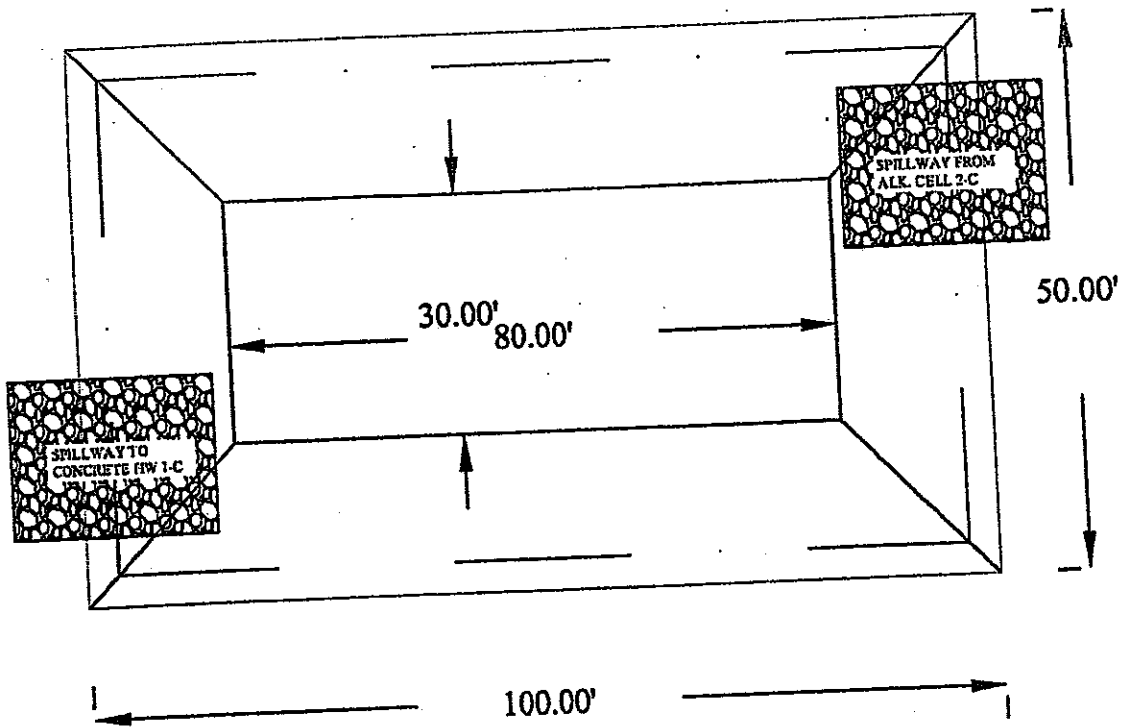


ENTIRE FLOW PATH IS TO BE FILLED WITH
FORTY-EIGHT (48") INCHES OF LIMESTONE. THE
BOTTOM LAYER OF LIMESTONE SHALL BE
MADE UP OF 1 FOOT OF LIMESTONE CRUSHER
RUN. THE MIDDLE LAYER SHALL BE MADE UP
OF 1 FOOT OF LIMESTONE #57S, AND THE
UPPER LAYER SHALL BE A 2 FOOT LAYER OF
TWO INCH (2") LIMESTONE.

OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL 2-C PROFILE TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: O-69-82

BUYER CB-23	PAGE 85	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

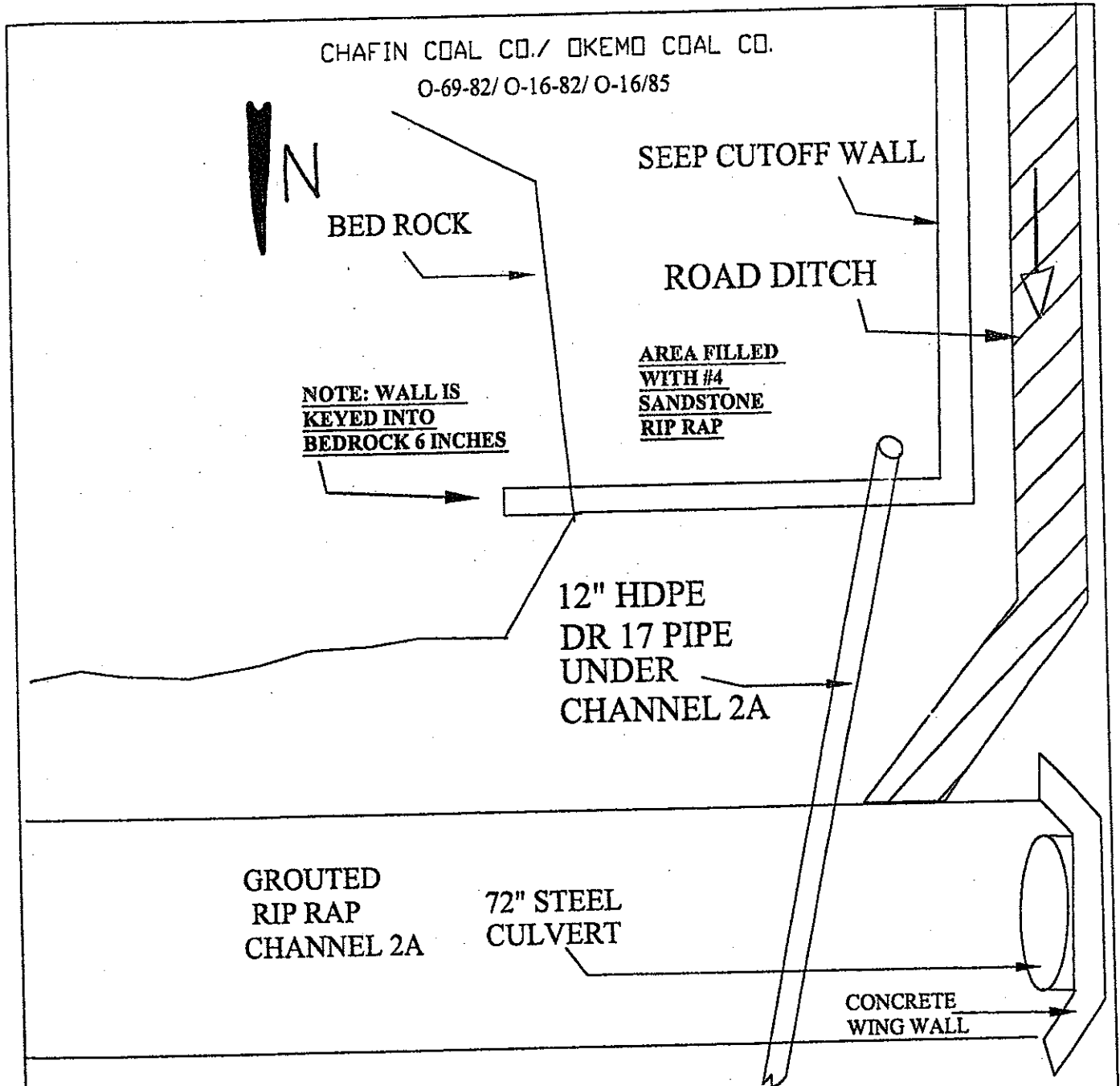
CHAFIN COAL CO.
 O-69-82
 SITE C



NOTE: POND WILL HAVE A DEPTH OF FOUR FEET (4') WITH ONE FOOT (1') OF FREEBOARD. ALL POND EMBANKMENT SLOPES SHALL BE 2H:1V. POND WILL BE LINED AND SHALL HAVE BAFFLE CURTAINS PLACED ACCORDING TO SPECIFICATIONS.

OFFICE OF SPECIAL RECLAMATION	
POND 2-C ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: O-69-82

BUYER CB-23	PAGE 86	REQ. OR PO NO 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



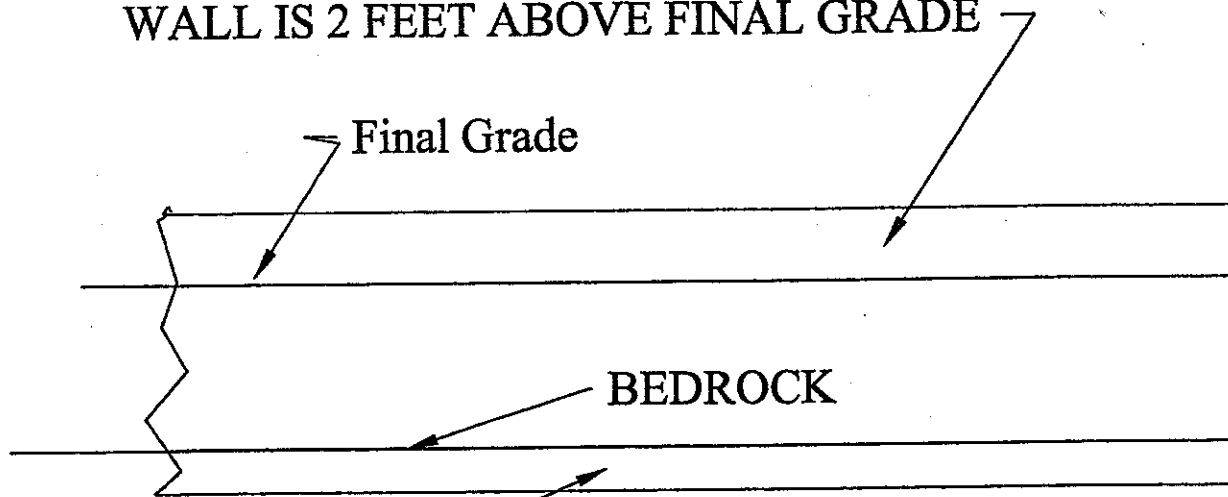
NOTE: ROAD DITCH DRAINS INTO CHANNEL 2A

OFFICE OF SPECIAL RECLAMATION	
SEEP CUTOFF WALL TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE: 8/20/07	PROJECT NO: O-69-82/ O-16-82/ O-16-85

BUYER CB-23	PAGE 187	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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

WALL IS 2 FEET ABOVE FINAL GRADE

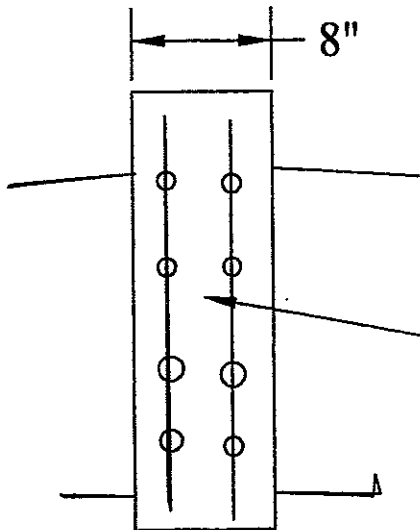


Final Grade

BEDROCK

8"

WALL IS KEYED INTO BEDROCK 6"



FINAL GRADE

2 LAYERS OF #4 REBAR ON
 12" x 12" SPACING

BEDROCK

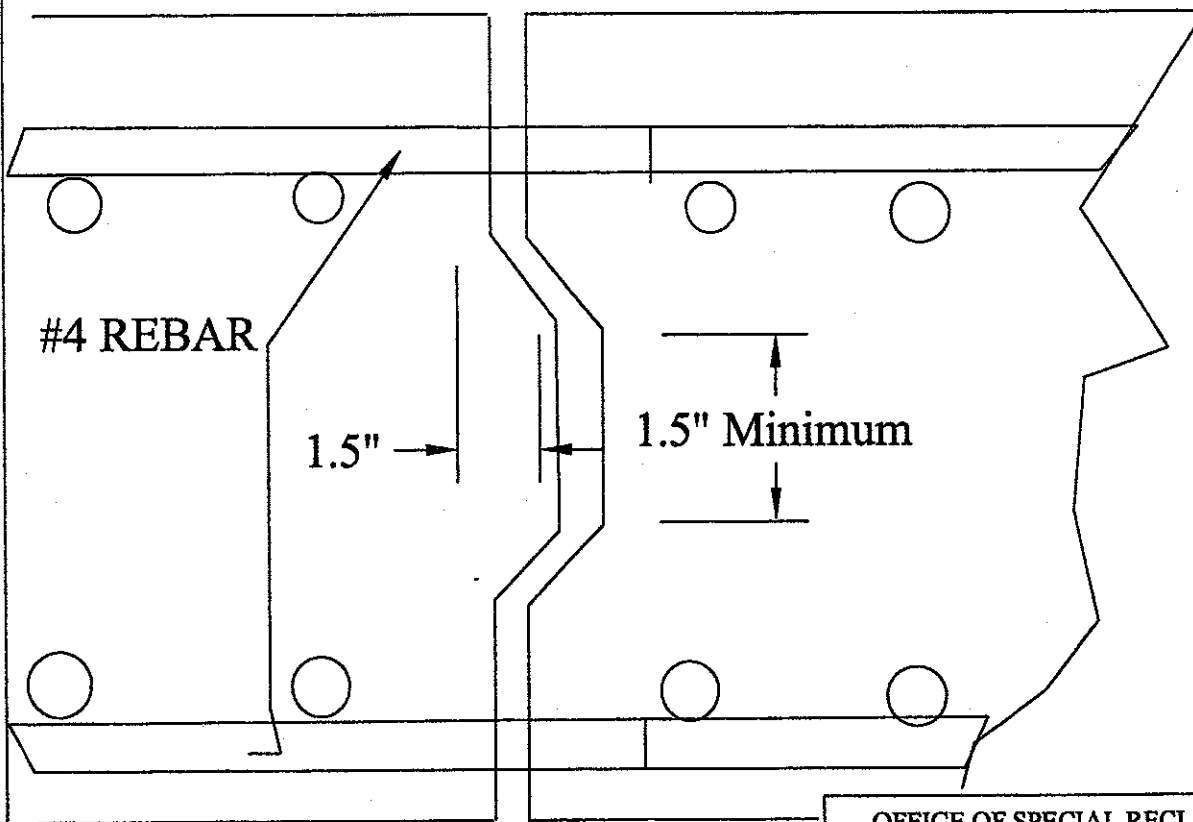
NOTE: Wall will be 8" thick with 2 layers of #4 rebar. Wall is keyed into bedrock 6" and will be constructed using Class B concrete per DOT Specs. Wall will be 2 feet above the final grade

OFFICE OF SPECIAL RECLAMATION	
SEEP CUTOFF WALL TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: O-69-82/O-16-82/O-16-85

BUYER CB-23	PAGE 088	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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

SEEP COLLECTION WALL CONCRETE JOINT DETAILS



#4 REBAR

1.5"

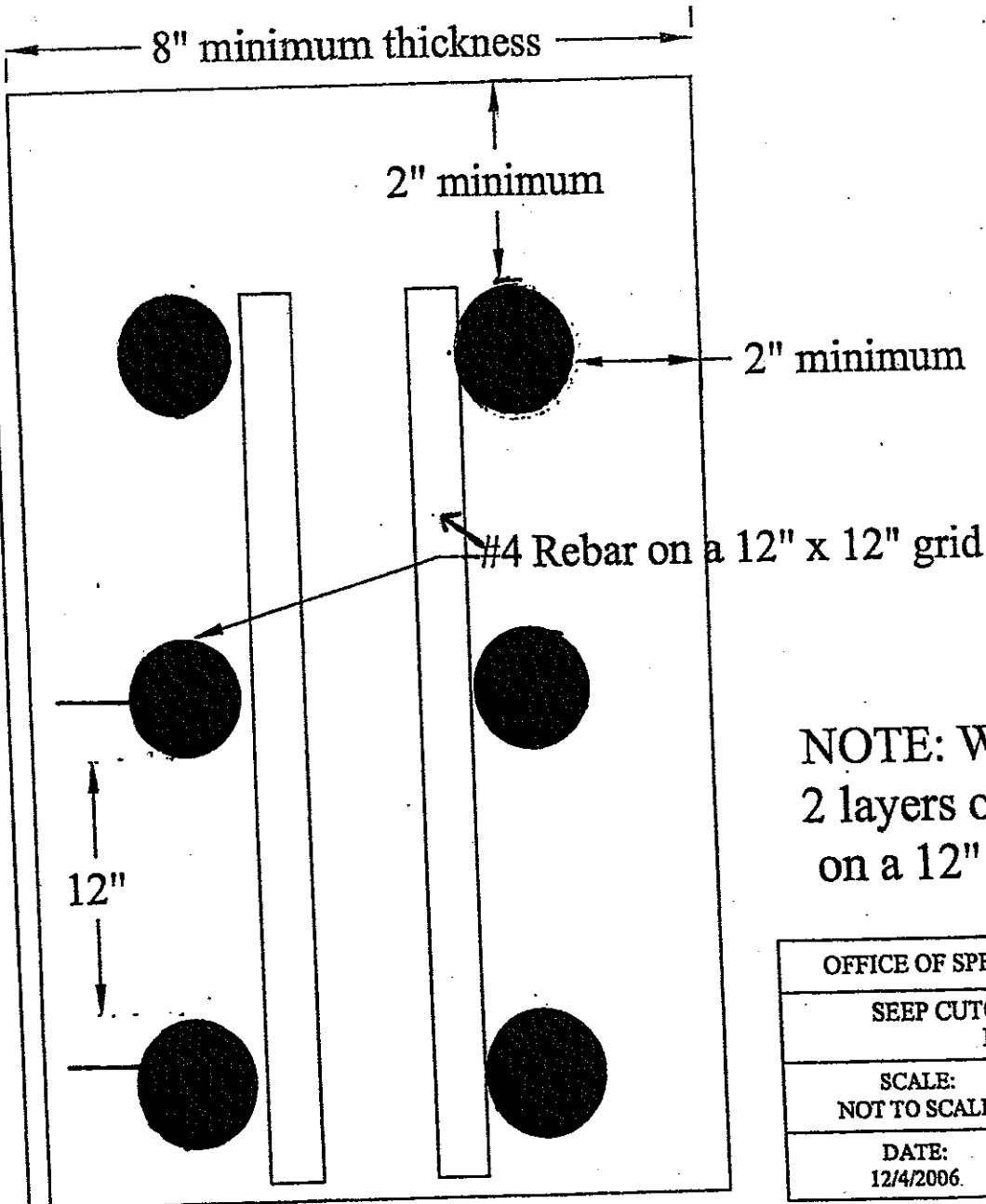
1.5" Minimum

NOTE: Rebar will extend beyond
 end of joint to allow for
 splicing of rebar and to
 provide rebar continuity.

OFFICE OF SPECIAL RECLAMATION	
SEEP CUTOFF WALL CONCRETE JOINT DETAILS ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: O-69-82/O-16-82/O-16-85

BUYER CB-23	PAGE 89	REQ OR PONO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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

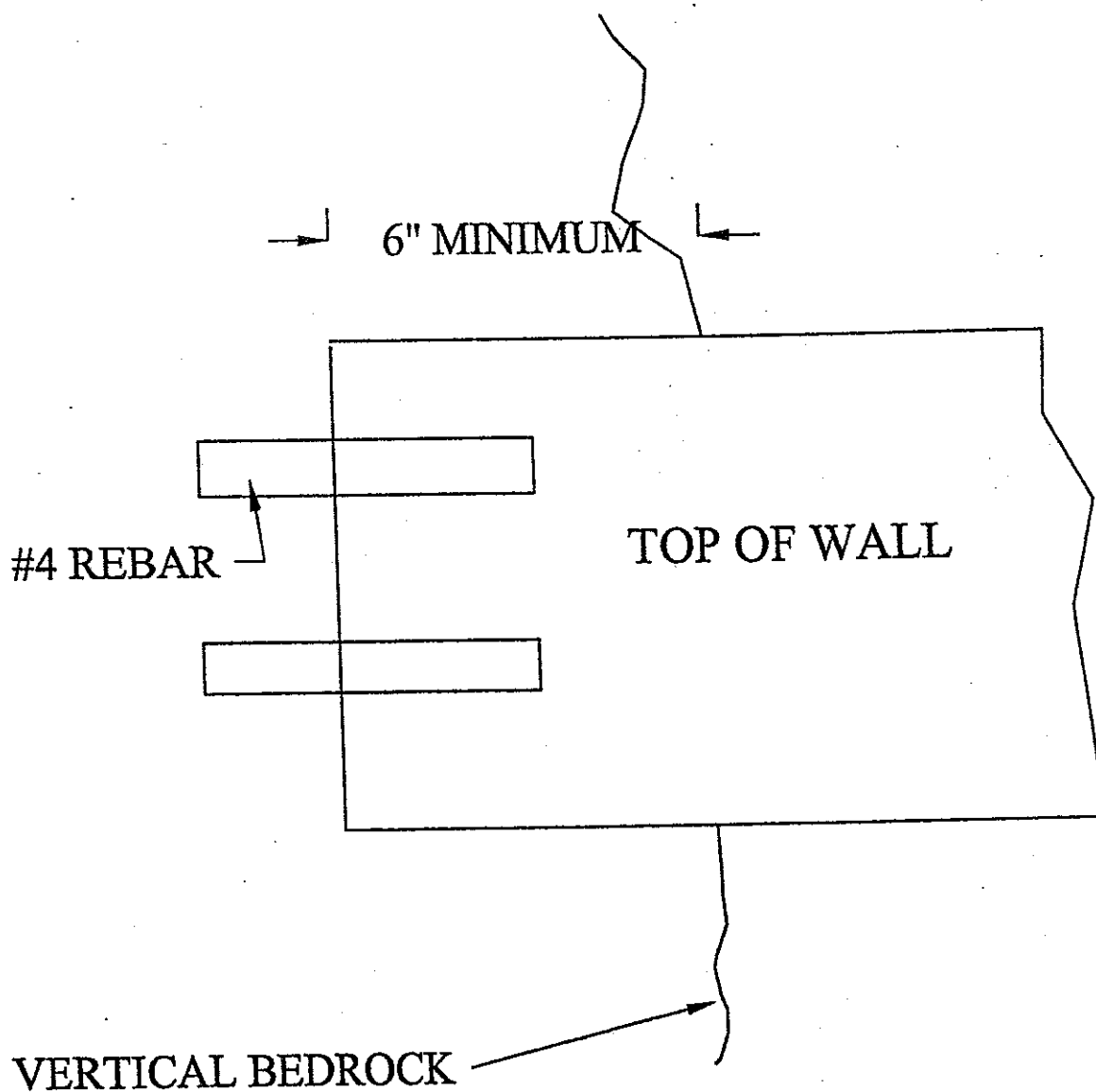


NOTE: Wall will have
 2 layers of #4 Rebar
 on a 12" x 12" grid

OFFICE OF SPECIAL RECLAMATION	
SEEP CUTOFF WALL REBAR DETAILS	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006.	PROJECT NO: O-69-82/O-16-82/O-16-85

BUYER CB-23	PAGE 090	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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

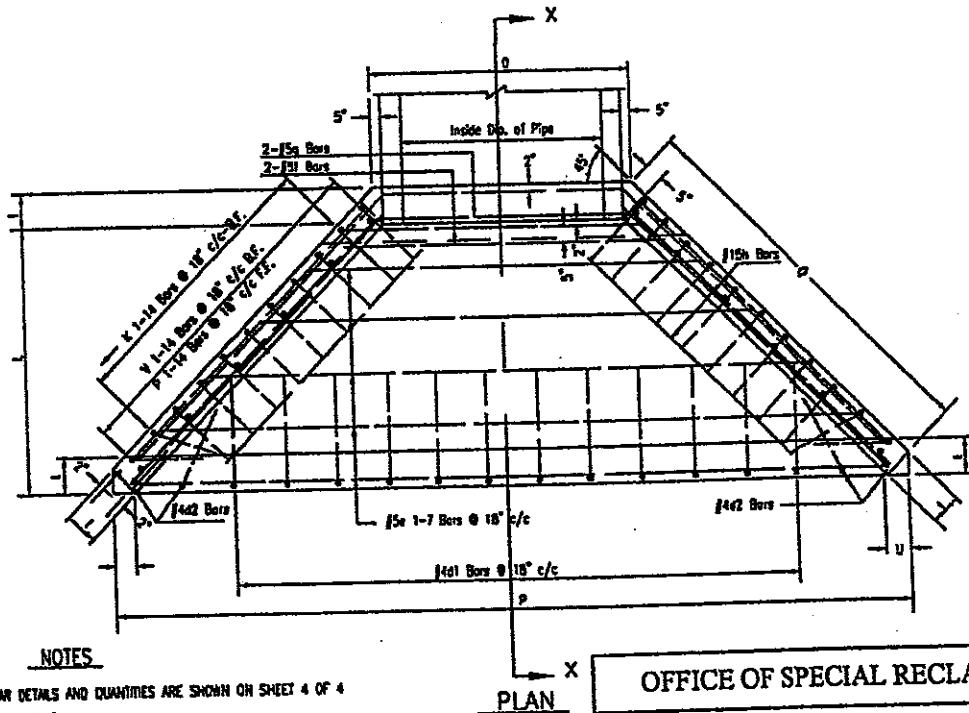
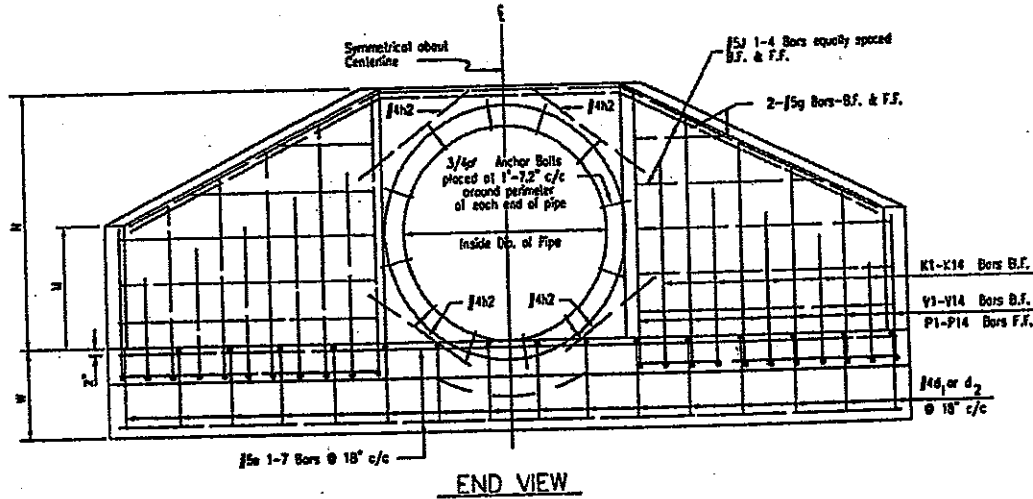


NOTE: Wall will be keyed into
vertical bedrock 6".
Rebar will be inserted
into bedrock a minimum of 2".

OFFICE OF SPECIAL RECLAMATION	
SEEP CUTOFF WALL DETAILS ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: O-69-82/O-16-82/O-16-85

BUYER CB-23	PAGE 091	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

CHAFIN COAL CO.
 O-69-82
 SITE C



NOTES

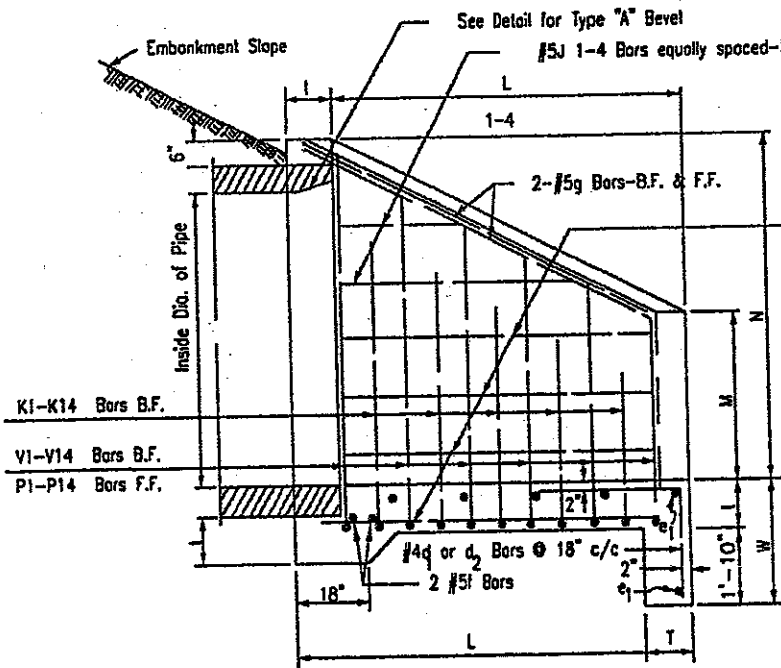
REINFORCING BAR DETAILS AND QUANTITIES ARE SHOWN ON SHEET 4 OF 4
 B.F. DENOTES BACK FACE
 F.F. DENOTES FRONT FACE

INSIDE DIA. OF PIPE	SLOPE OF FILL	DIMENSIONS									
		L	M	N	O	P	Q	R	S	T	U
72"	2:1	7'-4"	3'-6"	7'-1"	8'-0"	23'-3"	31'-0"	9'	12'	8 1/2"	2'-10"
84"	2:1	8'-6"	4'-0"	8'-2"	9'-2"	26'-9"	34'-5"	9'	12'	8 1/2"	2'-10"
96"	2:1	9'-8"	4'-6"	9'-3"	10'-4"	30'-1"	38'-1"	9'	12'	8 1/2"	2'-10"
108"	2:1	10'-10"	5'-0"	10'-4"	11'-6"	33'-9"	41'-9"	9'	12'	8 1/2"	2'-10"
120"	2:1	12'-0"	5'-6"	11'-5"	12'-8"	37'-5"	45'-5"	9'	14'	9 7/8"	3'-0"
144"	2:1	14'-4"	6'-3"	13'-6"	14'-10"	43'-0"	51'-0"	9'	16'	11 3/8"	3'-2"

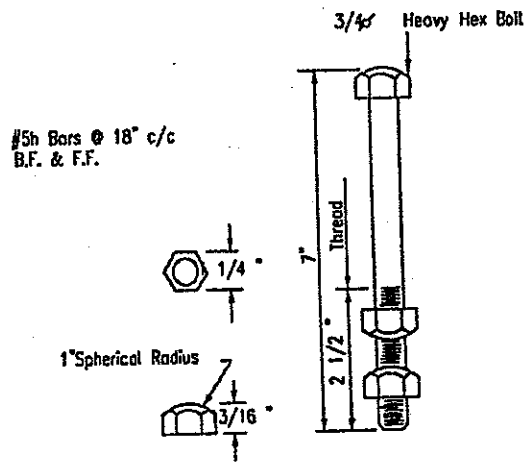
OFFICE OF SPECIAL RECLAMATION	
CONCRETE HEADWALL 1-C TYPICAL #1 ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/18/2006	PROJECT NO: O-69-82

BUYER CB-23	PAGE 092	REQ. OR PONO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

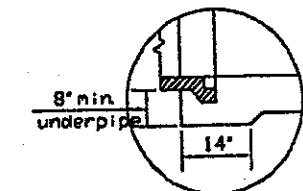
CHAFIN COAL CO.
 O-69-82
 SITE C



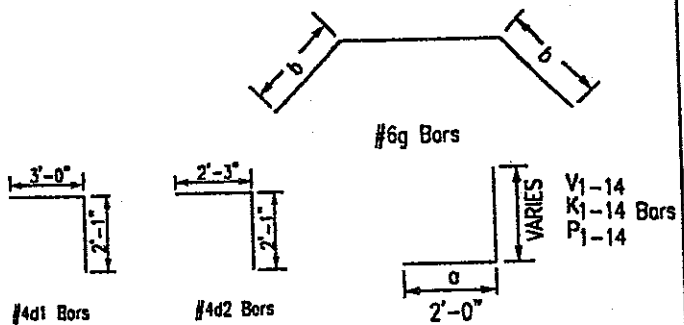
SECTION X-X



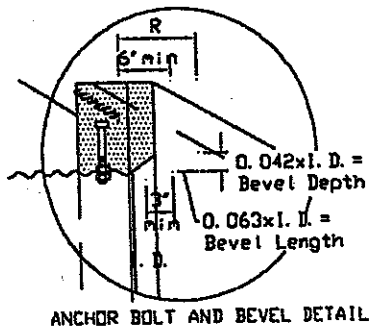
ANCHOR BOLT DETAIL



BACKWALL DETAIL (for concrete pipe)



DETAIL OF BENT BARS



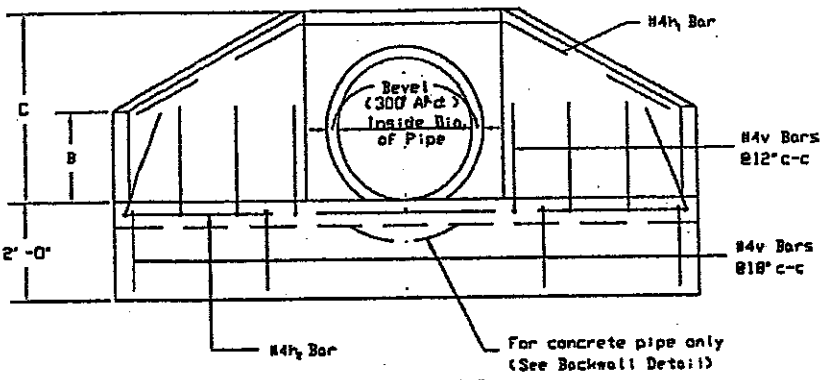
ANCHOR BOLT AND BEVEL DETAIL

OFFICE OF SPECIAL RECLAMATION	
CONCRETE HEADWALL 1-C TYPICAL #2 ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/18/2006	PROJECT NO: O-69-82

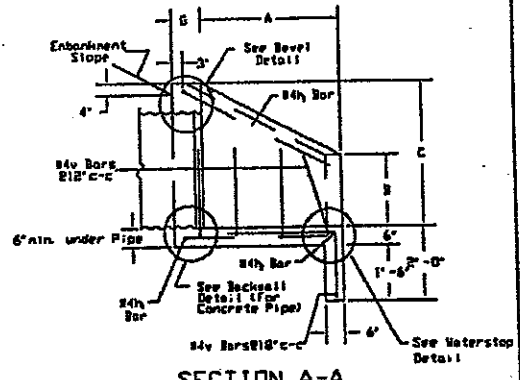
BUYER CB-23	PAGE 93	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORP.
 O-16-85
 SITEC

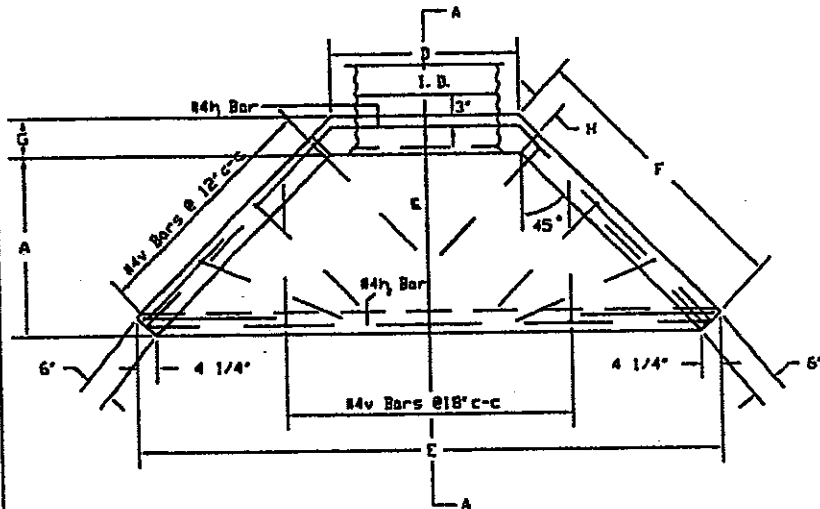
Symmetrical
about E



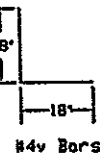
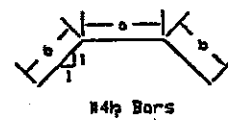
ELEVATION



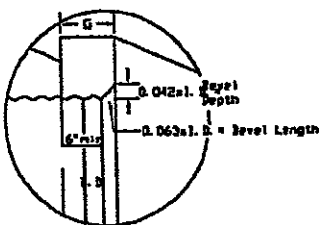
SECTION A-A



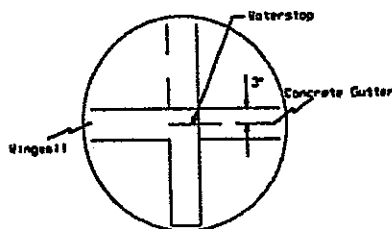
PLAN VIEW



DETAIL OF BENT BARS



BEVEL DETAIL



WATERSTOP DETAIL

OFFICE OF SPECIAL RECLAMATION	
PRECAST CONCRETE HEADWALLS TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/6/2006	PROJECT NO: O-16-85

BUYER CB-23	PAGE 194	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORP.
 O-16-85
 SITEC

Inside Dia. of Pipe	Slope of Fill	DIMENSIONS								REINFORCEMENT					QUANTITIES				
		A	B	C	D	E	F	G	H	Mark	Size	No. of Bars	LENGTH			CONC. (R. C. C. Y.)	CONC. (P. C. C. Y.)	STEEL (LBS.)	
												a	b	Total	Type				
15"	2:1	2'-0"	0'-10"	1'-11"	2'-0"	6'-7 1/2"	3'-3 1/4"	0'-8"	0'-5 3/8"	h ₁	#4	2	1'-10 3/8"	2'-2 1/2"	8'-3"	BENT	0.61	0.62	41.2
		2'-2"						0'-6"	0'-2 1/2"	h ₂	#4	1			6'-1"	ST.			
		BEVEL: DEPTH=3/4" LENGTH=1'								v	#4	13			3'-0"	BENT			
18"	2:1	2'-0"	1'-1"	2'-2"	2'-3"	5'-10 1/2"	3'-3 3/4"	0'-8"	0'-5 3/8"	h ₁	#4	2	2'-1"	3'-2 1/2"	8'-6"	BENT	0.67	0.68	41.8
		2'-2"						0'-6"	0'-2 1/2"	h ₂	#4	1			6'-4"	ST.			
		BEVEL: DEPTH=3/4" LENGTH=1 1/4'								v	#4	13			3'-0"	BENT			
24"	2:1	2'-8"	1'-4"	2'-9"	2'-11"	8'-10 1/2"	4'-2 1/2"	0'-8"	0'-5 3/8"	h ₁	#4	2	2'-9 5/8"	11'-0"	11'-0"	BENT	1.01	1.02	52.4
		2'-10"						0'-6"	0'-2 1/2"	h ₂	#4	1			8'-4"	ST.			
		BEVEL: DEPTH=1" LENGTH=1 1/2'								v	#4	16			3'-0"	BENT			
30"	2:1	3'-1"	1'-7"	3'-3"	3'-5"	10'-4 1/2"	4'-11"	0'-9"	0'-6 3/4"	h ₁	#4	2	3'-3 1/2"	10'-1 1/2"	13'-0"	BENT	1.32	1.37	58.1
		3'-4"						0'-6"	0'-2 1/2"	h ₂	#4	1			9'-10"	ST.			
		BEVEL: DEPTH=1 1/4" LENGTH=2'								v	#4	17			3'-0"	BENT			
36"	2:1	3'-9"	1'-10"	3'-10"	4'-1"	12'-4 1/2"	5'-10 1/2"	0'-9"	0'-6 3/4"	h ₁	#4	2	3'-11 5/8"	9'-1 1/2"	15'-6"	BENT	1.79	1.86	70.8
		4'-0"						0'-6"	0'-2 1/2"	h ₂	#4	1			11'-10"	ST.			
		BEVEL: DEPTH=1 1/2" LENGTH=2 1/4'								v	#4	21			3'-0"	BENT			

* DIMENSIONS FOR INLET WINGWALLS ON CORRUGATED METAL PIPE (TO ACCOMMODATE THE BEVEL).
 † DIMENSIONS FOR INLET WINGWALLS ON CONCRETE PIPE AND ALL OUTLET WINGWALLS.

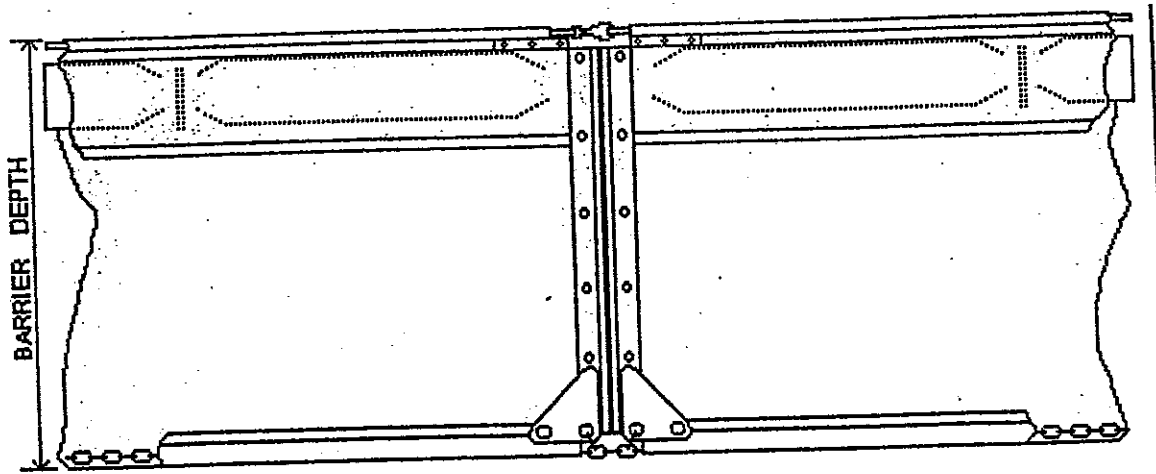
NOTES

All concrete shall be Class B Concrete.
 Reinforcing steel shall be new billet steel and shall conform to the requirements of 709.1 of the Specifications.
 The covering for Reinforcing Steel shall be 2" measured from the surface of the concrete to the face of the bar, unless otherwise noted on the Plans. Reinforcement in members where concrete is deposited on the ground shall have 3" of concrete from the face of the bar to the ground contact surface.
 All exposed edges shall have a 3/4" x 45 chamfer. Chamfer on vertical edges shall be continued a minimum of one foot below finished ground line.
 When wingwalls are placed on the inlet end of corrugated metal or structural plate pipe, a bevel shall be used at the inlet opening. The end of the pipe shall be set in from the face of the wall as shown on the "Bevel Detail" and the bevel constructed from the end of the pipe to the face of the wall.
 When wingwalls are placed on the inlet end of concrete pipe, the "bell" or "groove" of the pipe shall be placed in the wall, and the inside of the "bell" or "groove" shall be filled with concrete up to the flow line.
 Bevels are not required on outlet wingwalls or on inlet wingwalls for concrete pipe.
 Keyed or doweled type construction joints, acceptable to the Engineer, may be used during construction.
 If embankment slope above wingwalls is flatter than 2:1, provide wings for 2:1 slope and wrap embankment to 2:1 slope at wingwall.
 The pay quantity for wingwalls, constructed in accordance with the details herein, will be the cubic yards of Class B concrete specified on this sheet. Cost of all reinforcing steel shall be included in the unit price bid for Class B Concrete.
 Waterstop meeting the requirements of 708.10 shall be placed as shown when concrete gutter is to abut the wingwall.

OFFICE OF SPECIAL RECLAMATION	
PRECAST CONCRETE HEADWALLS SPECIFICATIONS ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/6/2006	PROJECT NO: O-16-85

BUYER CB-23	PAGE 095	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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



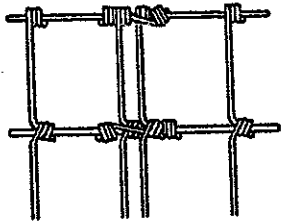
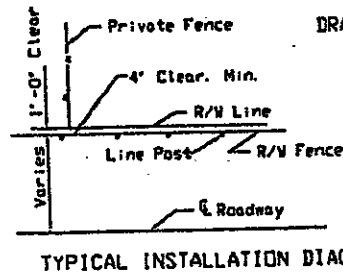
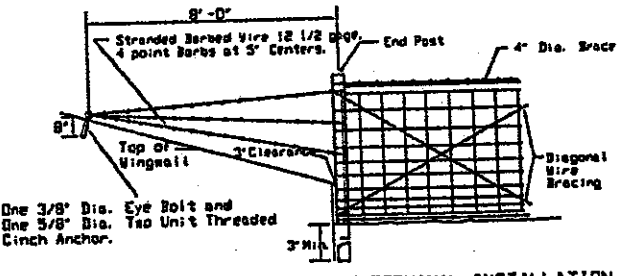
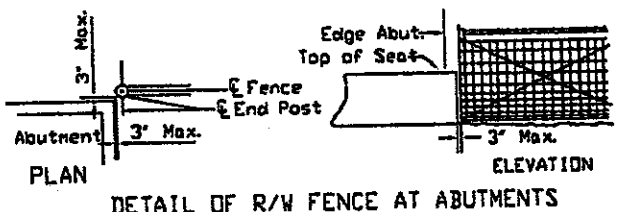
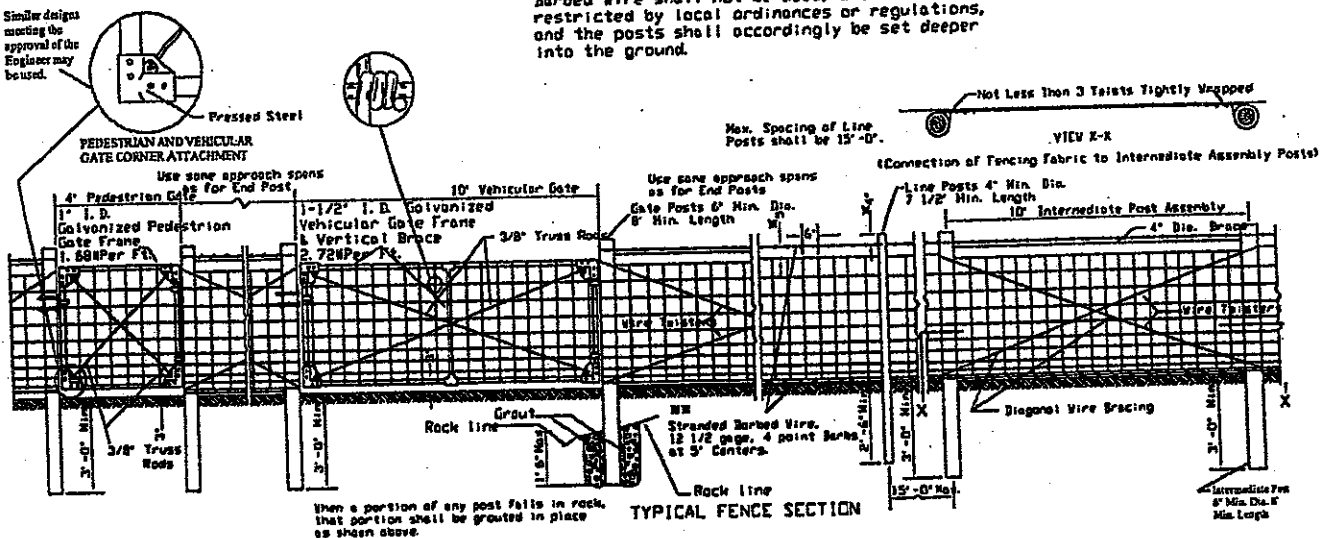
NOTE: ALL FLOATING BAFFLES USED ON THIS PROJECT SHALL BE AER-FLO, INC. TOUGH GUY TURBIDITY BARRIERS TYPE 2 DOT WITH TWENTY-TWO (22) OUNCE VINYL-POLYESTER FABRIC OR EQUIVALENT. THE VINYL-POLYESTER FABRIC SHALL BE GREEN OR BLUE IN COLOR (IF POSSIBLE). (SEE ATTACHED SPECIFICATIONS)

OFFICE OF SPECIAL RECLAMATION	
POND FLOATING BAFFLES SPECIFICATIONS TYPICAL	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: O-69-82/O-16-82/O-16-85

BUYER CB-23	PAGE 096	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

CHAFIN COAL CO.
 O-69-82
 SITE C

** Barbed wire shall not be used, when so restricted by local ordinances or regulations, and the posts shall accordingly be set deeper into the ground.



Note: Type FV-4-5 Nicopress Dual Sleeve Wire Splices, or other equal sleeve splices approved by the Engineer, may be used in lieu of the above wrapped wire splices.

TYPICAL WIRE FENCE SPLICE

OFFICE OF SPECIAL RECLAMATION	
FENCE DETAILS ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/20/2006	PROJECT NO: O-69-82

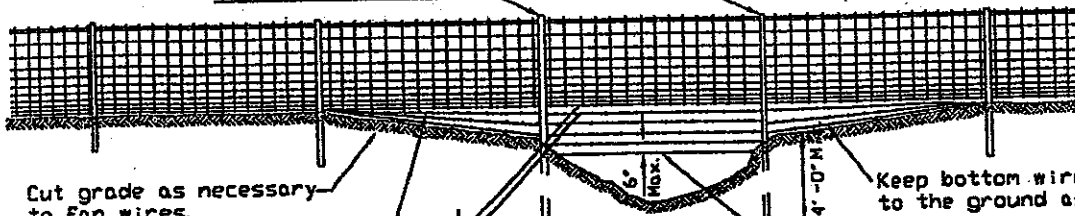
BUYER CB-23	PAGE 197	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

CHAFIN COAL CO.

O-69-82

SITE C

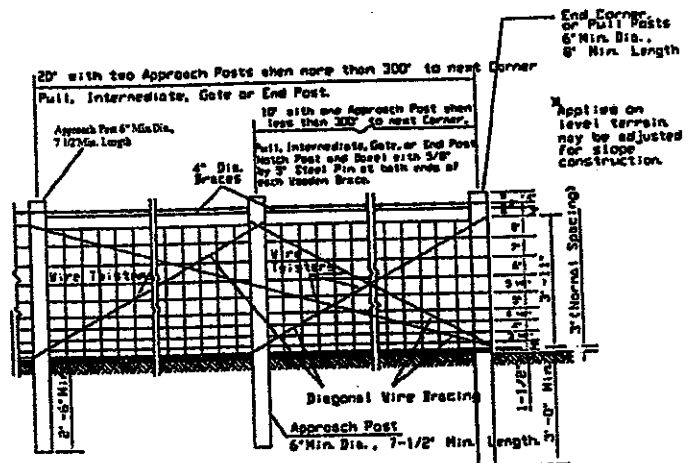
Line Posts: 4' Min. Dia. up to and including heights 6.5' above ground line. 6' Min. Dia. 6.5' to 8' height above ground line. Height above ground line shall be 8' (Max.).



DETAIL SHOWING TYPICAL SECTION AT MINOR DEPRESSIONS AND WET WEATHER CROSSINGS

NOTES:

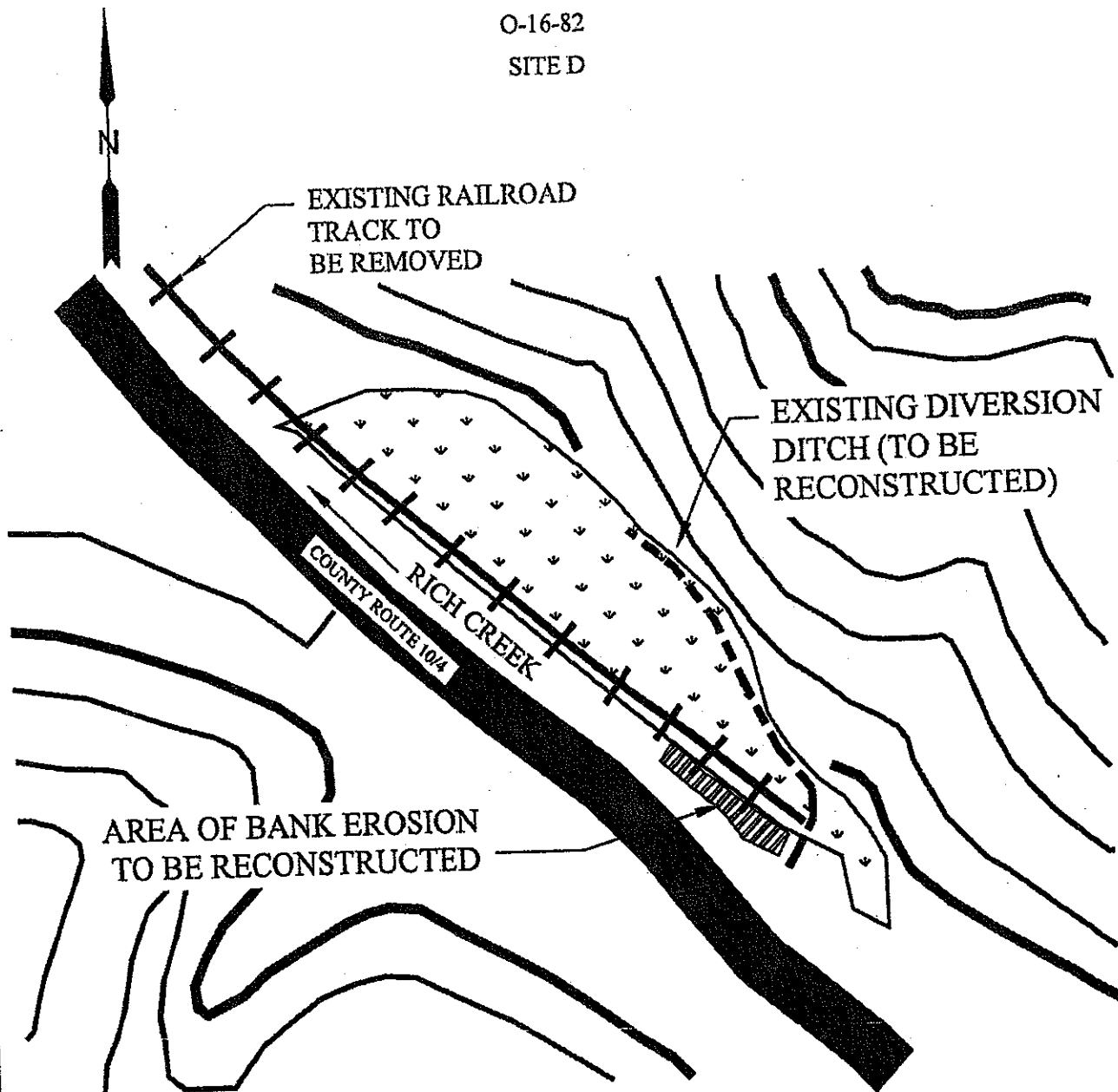
- Posts and braces may be either round or square shaped. Dimensions shown on the Plans are for round posts and braces only. When square posts are used, line posts shall be 4' square (min.); braces 4' square (min.); corner, end, pull, gate, approach, and intermediate posts 6' square (min).
- The positioning of the Fence Fabric and barbed wire on the posts, as shown on the "Typical Fence Section" detail, applies for level and gentle sloping terrain. For fence erected on slopes, the positioning may be adjusted to meet the slope conditions as long as the adjustment is continued from post to post in a uniform manner.
- Trenching on slopes may be warranted. On slopes, posts will continue to be erected vertically, unless otherwise directed, and the ends of the fencing fabric shall be cut on a skew as may be necessary for proper connection to the posts.
- Dumped rock channel protection will be used at channel crossings when called for on the plans.
- Install drainage structure terminal installations as called for on the plans and/or as shown on typical fence details.
- Unless otherwise specified, or directed by the Engineer, the farm field fence may be installed with the fence fabric and barbed wire positioned on either side of the fence posts.
- Hardware and miscellaneous fittings, not specifically designated herein as to type or dimensions, shall conform to the applicable requirements of Section 608 of the Specifications and shall be of good quality commercial design acceptable to the Engineer.
- In lieu of the barbed wire detailed herein, the following additional types are acceptable, provided they retain the "4-point barb at 5-inch centers" requirement and provided they meet or exceed the strength and coating requirements for the standard, 12-1/2 gage, barbed wire as called for in 712.10 of the Specifications:
 - stranded, 13-1/2 gage, high carbon steelbarbed wire.
 - one-strand, 12 gage, steel barbed wire.
- Pedestrian and vehicular gate frames (and vertical braces) may be either galvanized steel pipe members as shown herein or may be triple-coated steel pipe members meeting the requirements specified on Standard Sheet F2. All other metal components of the gate shall be galvanized, with the exception of die-cast aluminum corner fittings, or pressed steel corner fittings.



OFFICE OF SPECIAL RECLAMATION	
FENCE DETAILS ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/20/2006	PROJECT NO: O-69-82

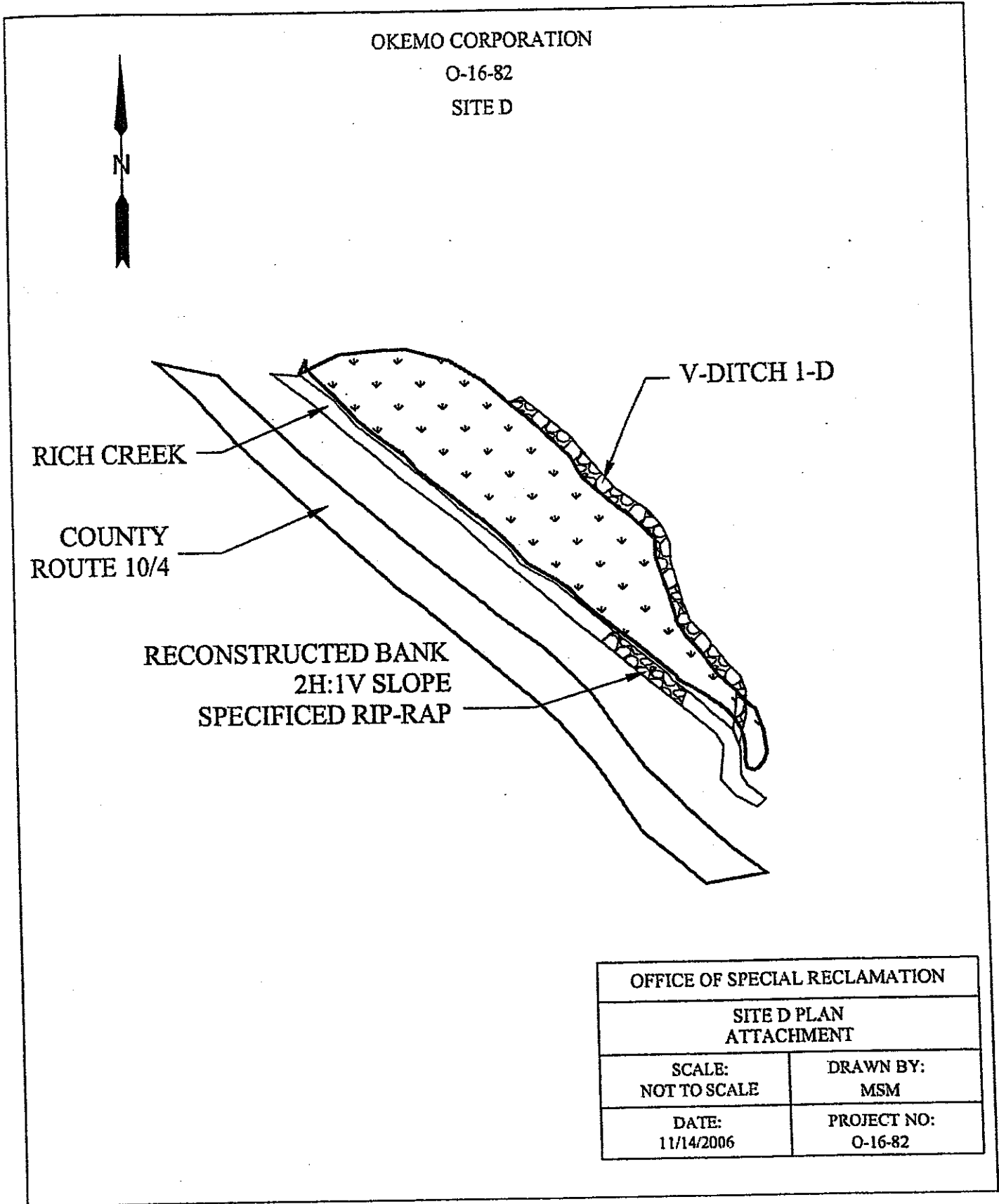
BUYER CB-23	PAGE 198	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORPORATION
O-16-82
SITE D



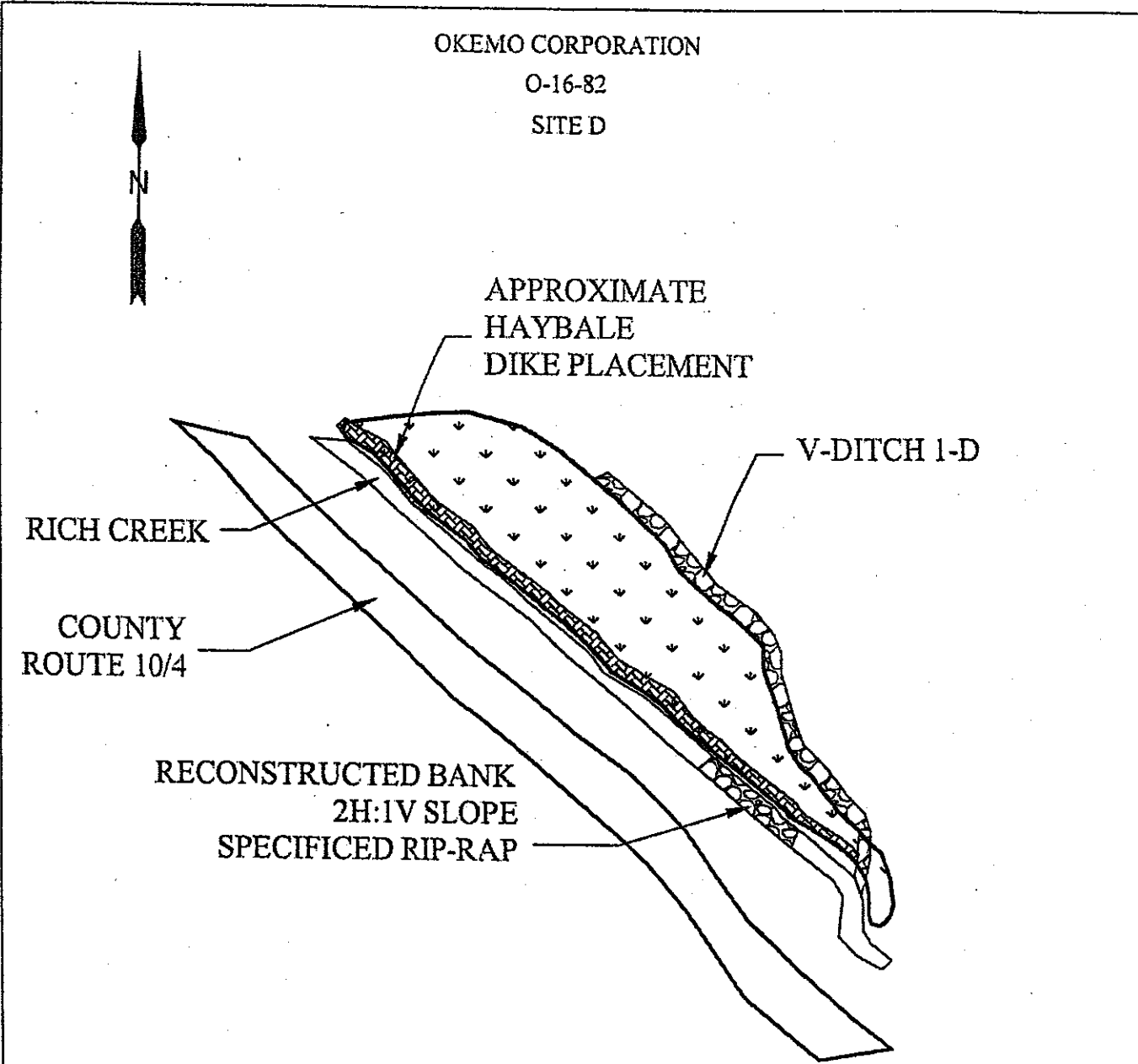
OFFICE OF SPECIAL RECLAMATION	
SITE D EXISTING CONDITIONS ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/14/2006	PROJECT NO: O-16-82

BUYER CB-23	PAGE 33	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



OFFICE OF SPECIAL RECLAMATION	
SITE D PLAN ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/14/2006	PROJECT NO: O-16-82

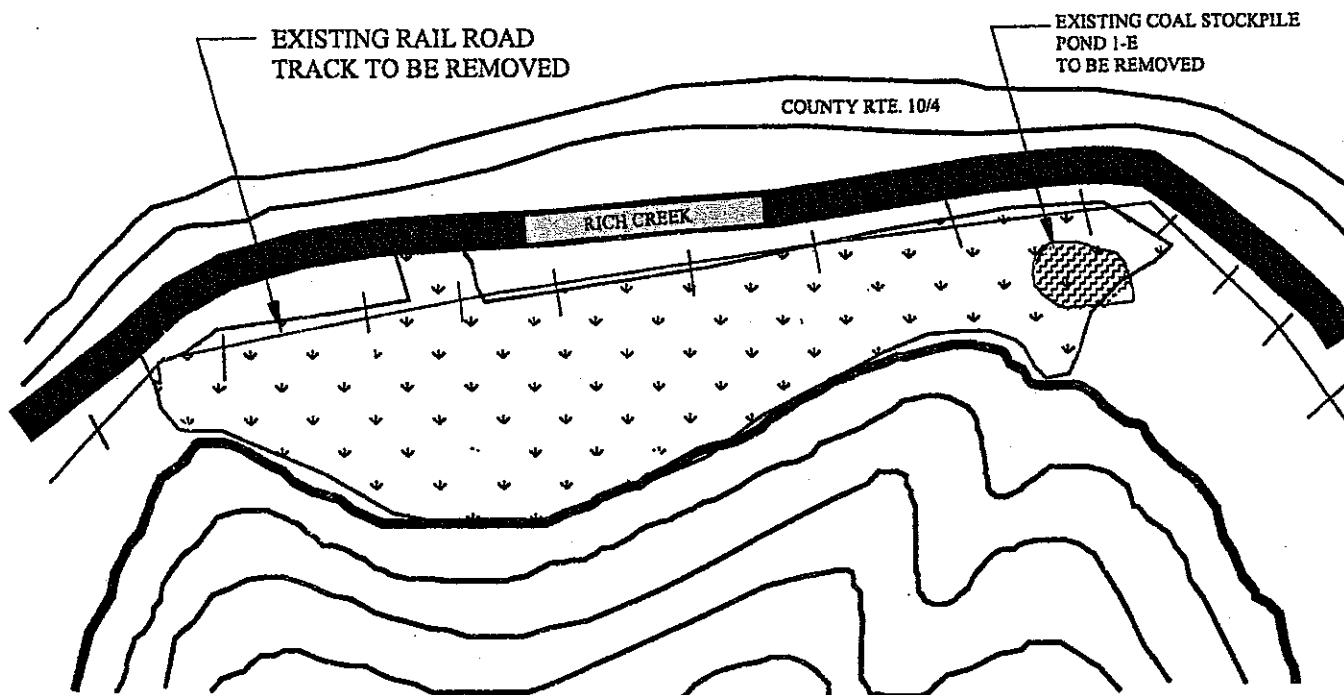
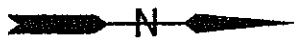
BUYER CB-23	PAGE 1	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



OFFICE OF SPECIAL RECLAMATION	
SITE D HAYBALE DIKE PLACEMENT ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/14/2006	PROJECT NO: O-16-82

BUYER CB-23	PAGE 101	REQ. OR PONO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORP.
O-16-85
SITE E

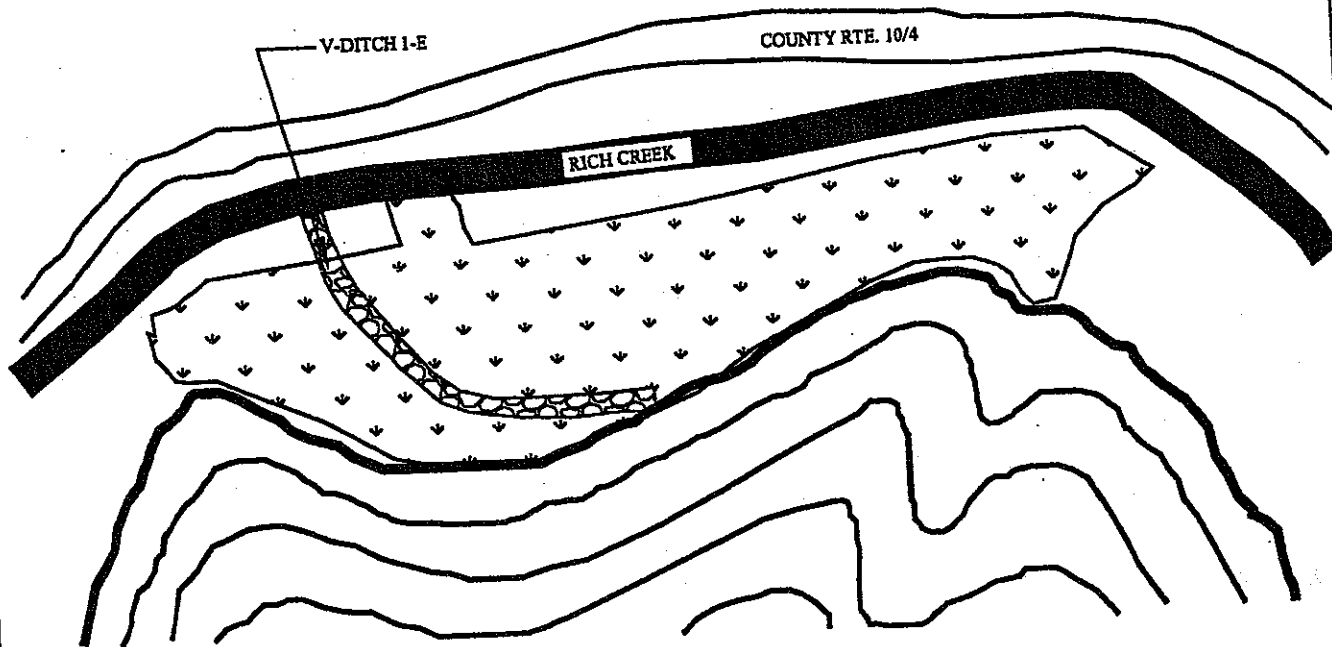
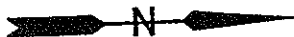


OFFICE OF SPECIAL RECLAMATION	
O-16-85 SITE E EXISTING CONDITIONS ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/30/2006	PROJECT NO: O-16-85

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

BUYER CB-23	PAGE 102	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

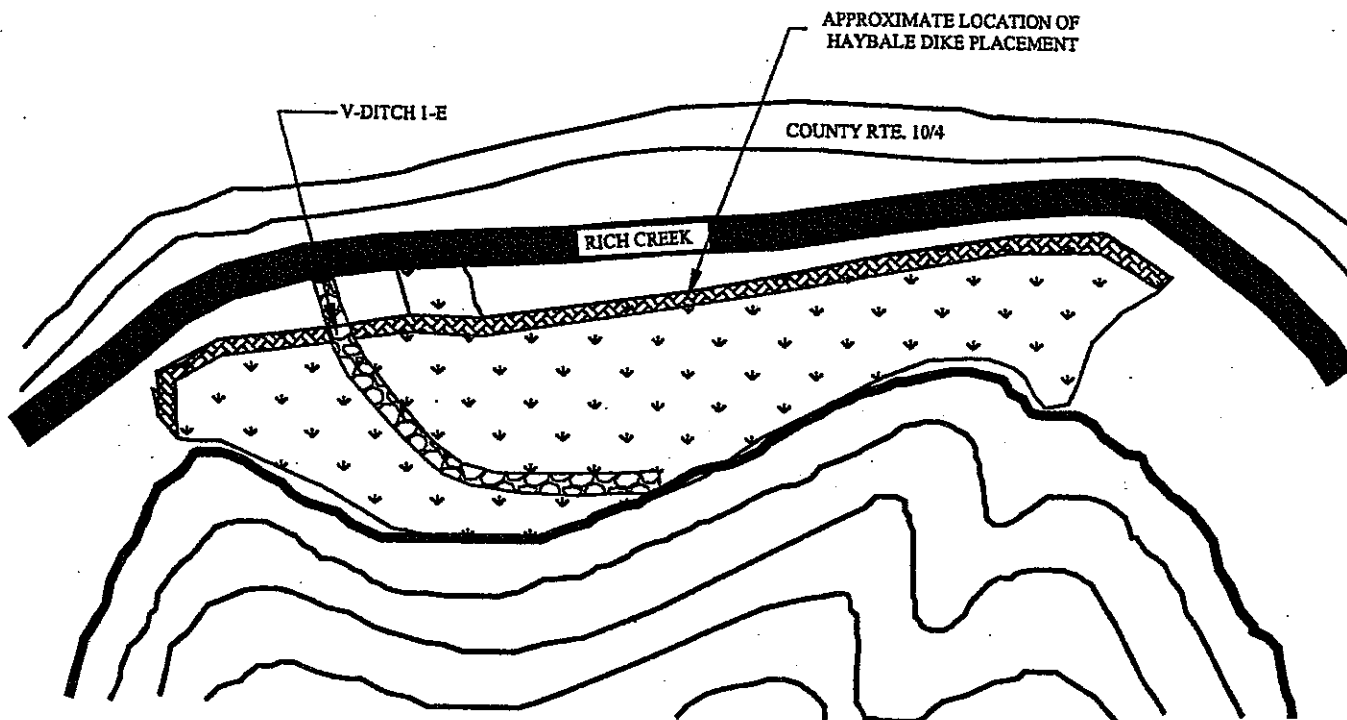
OKEMO CORP.
O-16-85
SITE E



OFFICE OF SPECIAL RECLAMATION	
O-16-85 SITE E PLAN ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/30/2006	PROJECT NO: O-16-85

BUYER: CB-23	PAGE 103	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

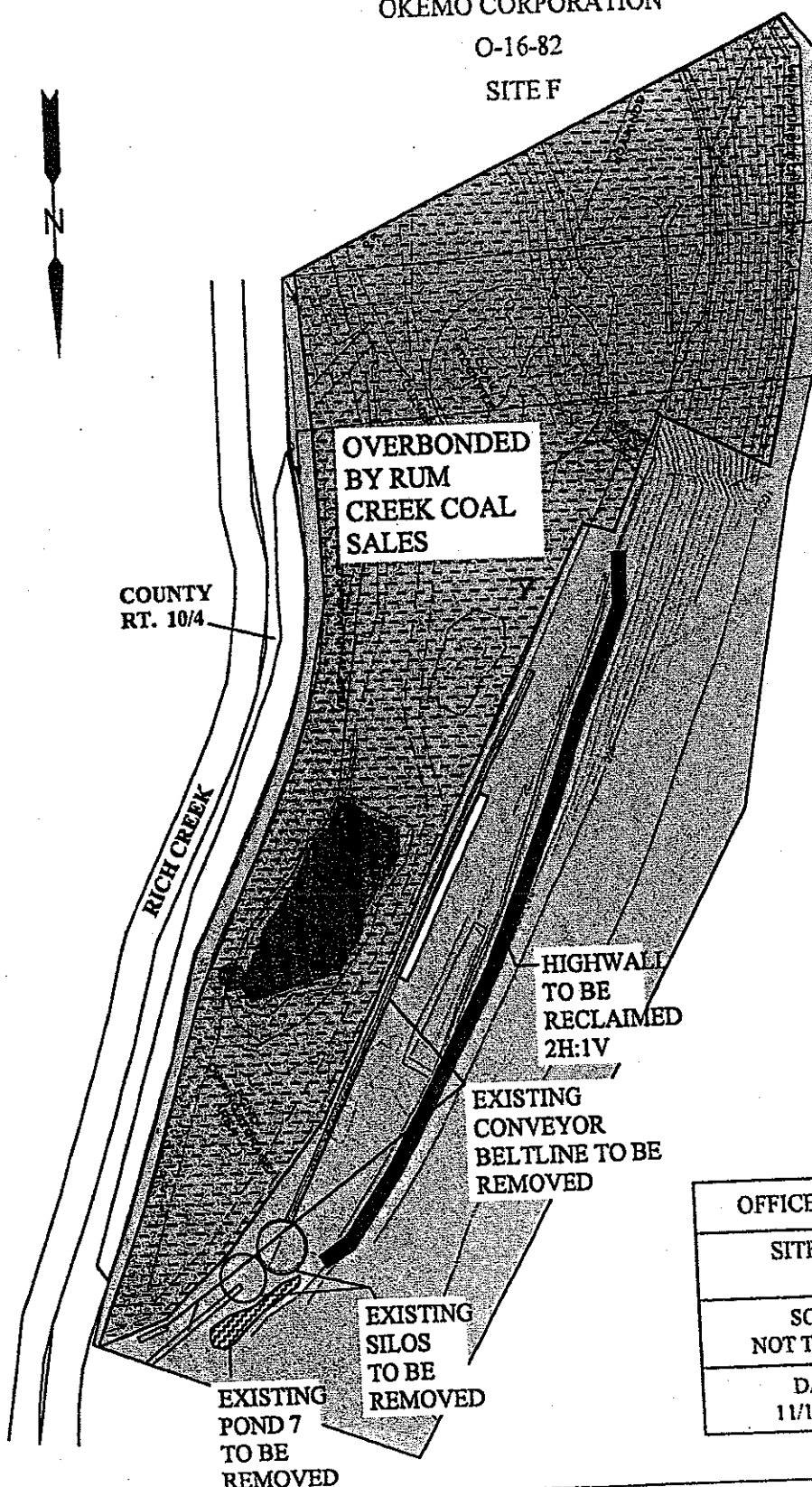
OKEMO CORP.
O-16-85
SITE E



OFFICE OF SPECIAL RECLAMATION	
SITE E HAYBALE DIKE PLACEMENT ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/30/2006	PROJECT NO: O-16-85

BUYER CB-23	PAGE 104	REQ. OR PONO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORPORATION
 O-16-82
 SITE F



COUNTY
RT. 10/4

OVERBONDED
BY RUM
CREEK COAL
SALES

HIGHWALL
TO BE
RECLAIMED
2H:1V

EXISTING
CONVEYOR
BELTLINE TO BE
REMOVED

EXISTING
SILOS
TO BE
REMOVED

EXISTING
POND 7
TO BE
REMOVED

OFFICE OF SPECIAL RECLAMATION	
SITE F EXISTING CONDITIONS ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/14/2006	PROJECT NO: O-16-82

BUYER CB-23	PAGE 105	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORPORATION

O-16-82

SITE F



COUNTY
RT. 10/4

RICH CREEK

OVERBONDED
BY RUM
CREEK COAL
SALES

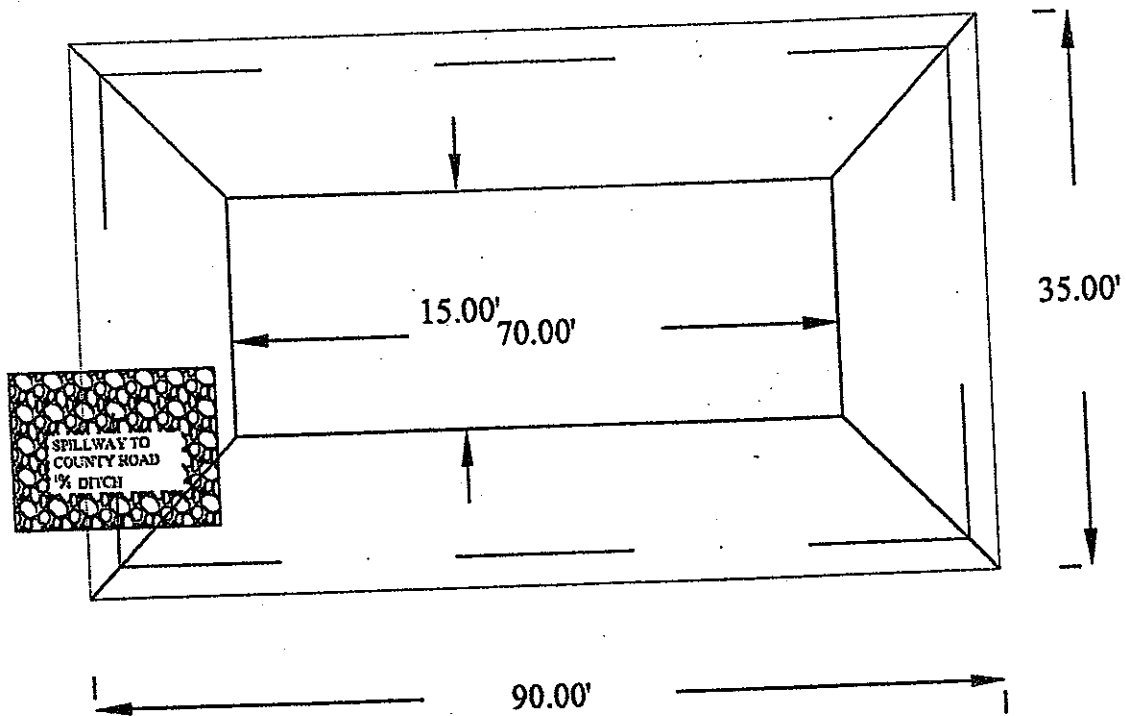
RECLAIMED
HIGHWALL
2H:1V

POND 1-F

OFFICE OF SPECIAL RECLAMATION	
SITE F PLAN ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/28/2006	PROJECT NO: O-16-82

BUYER CB-23	PAGE 106	REQ. OR PONO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORP.
 O-16-82
 SITE F

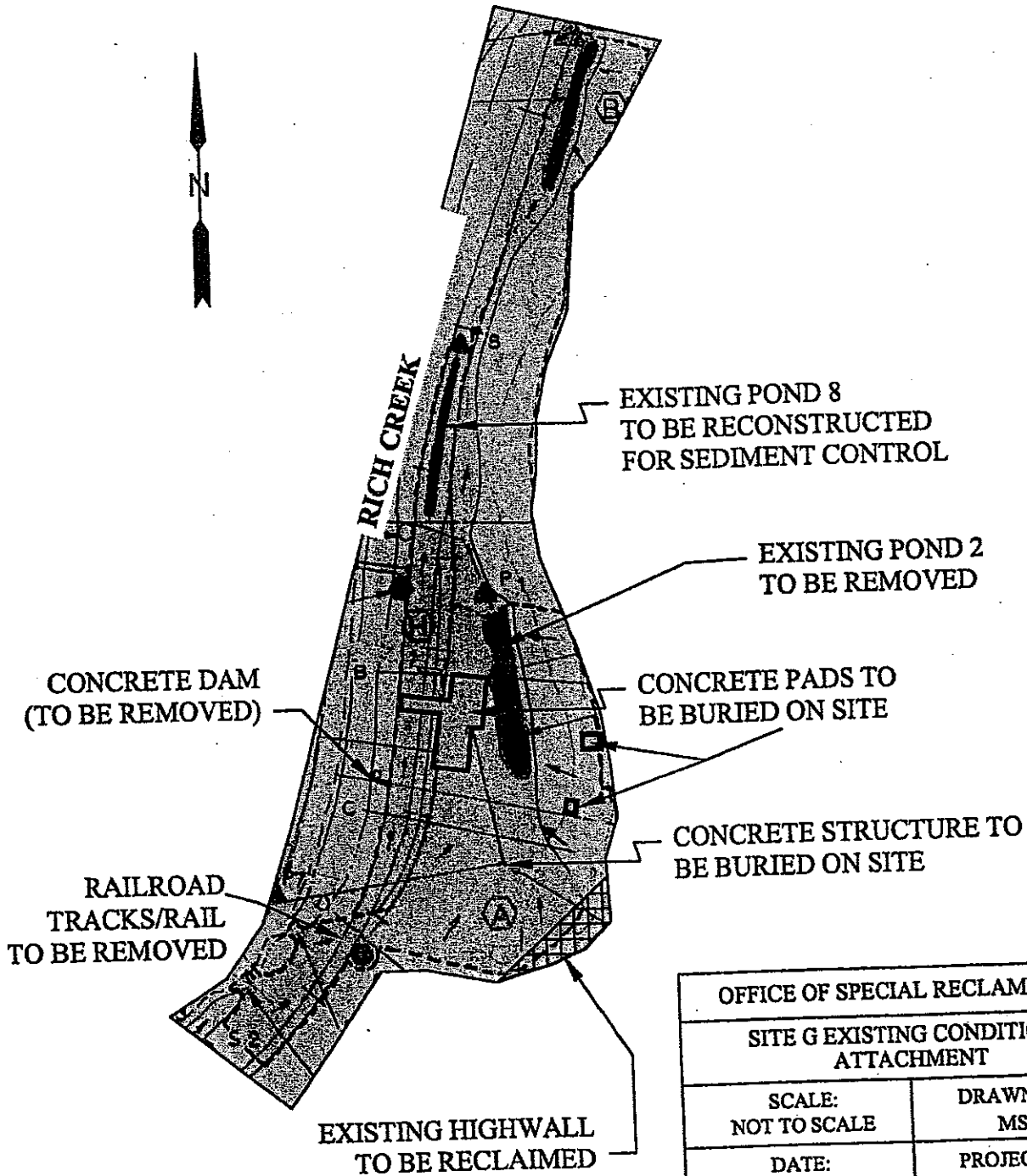


NOTE: POND WILL HAVE A DEPTH OF FOUR FEET (4') WITH ONE FOOT (1') OF FREEBOARD. ALL POND EMBANKMENT SLOPES SHALL BE 2H:1V. POND WILL BE LINED AND SHALL HAVE BAFFLE CURTAINS PLACED ACCORDING TO SPECIFICATIONS.

OFFICE OF SPECIAL RECLAMATION	
POND 1-F ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: O-16-82

BUYER CB-23	PAGE 107	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORPORATION
 O-16-82
 SITE G

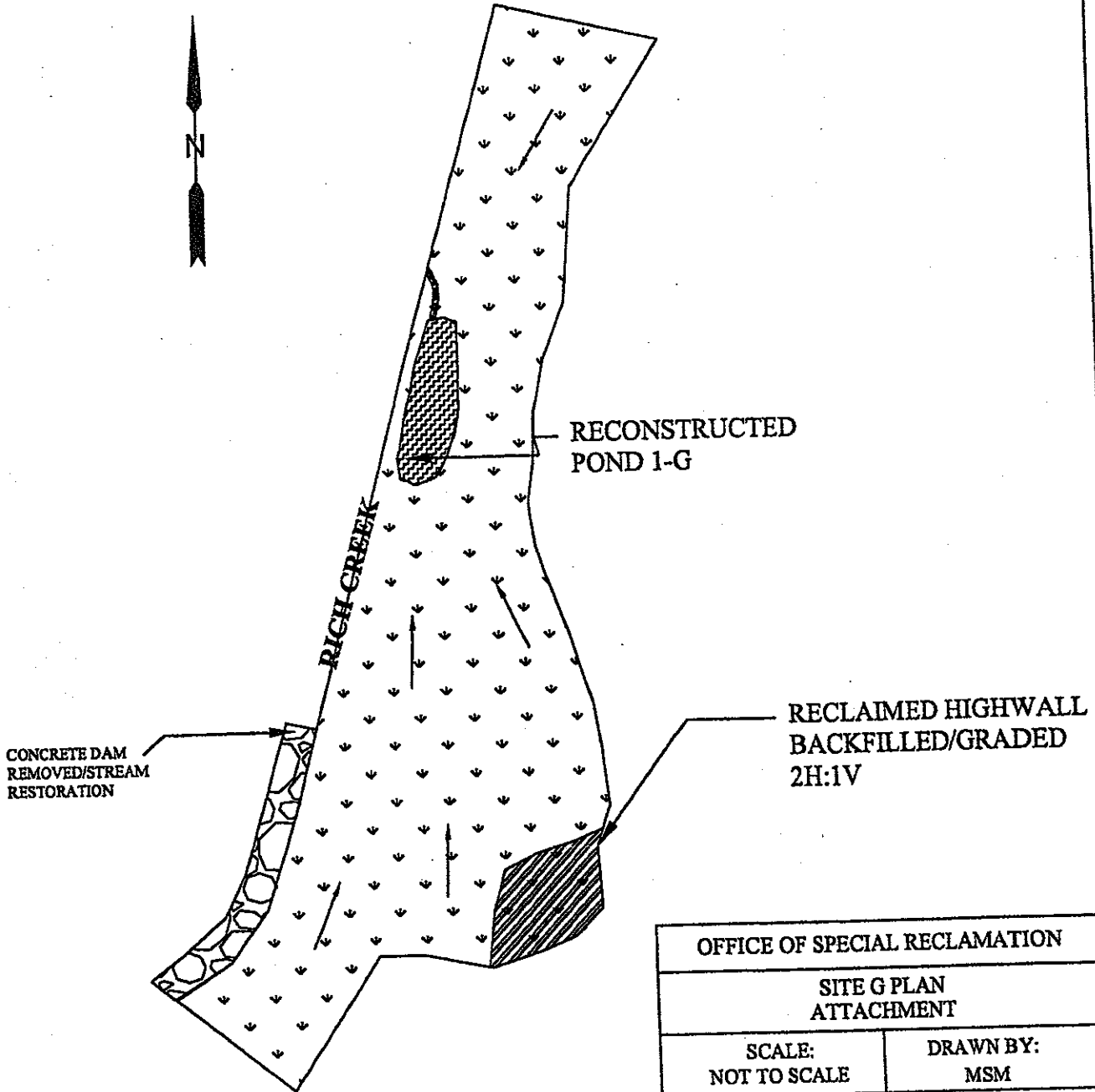


OFFICE OF SPECIAL RECLAMATION	
SITE G EXISTING CONDITIONS ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/14/06	PROJECT NO: O-16-82

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

BUYER CB-23	PAGE 108	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

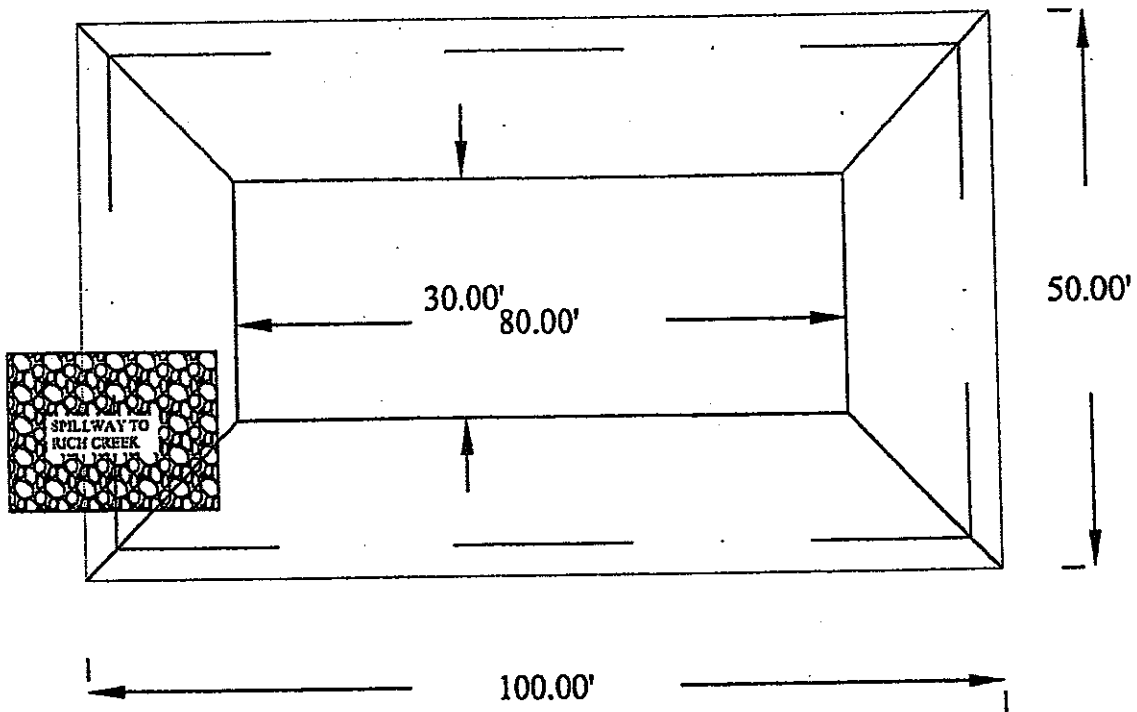
OKEMO CORPORATION
 O-16-82
 SITE G



OFFICE OF SPECIAL RECLAMATION	
SITE G PLAN ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 11/30/06	PROJECT NO: O-16-82

BUYER CB-23	PAGE 109	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORP.
 O-16-82
 SITE G

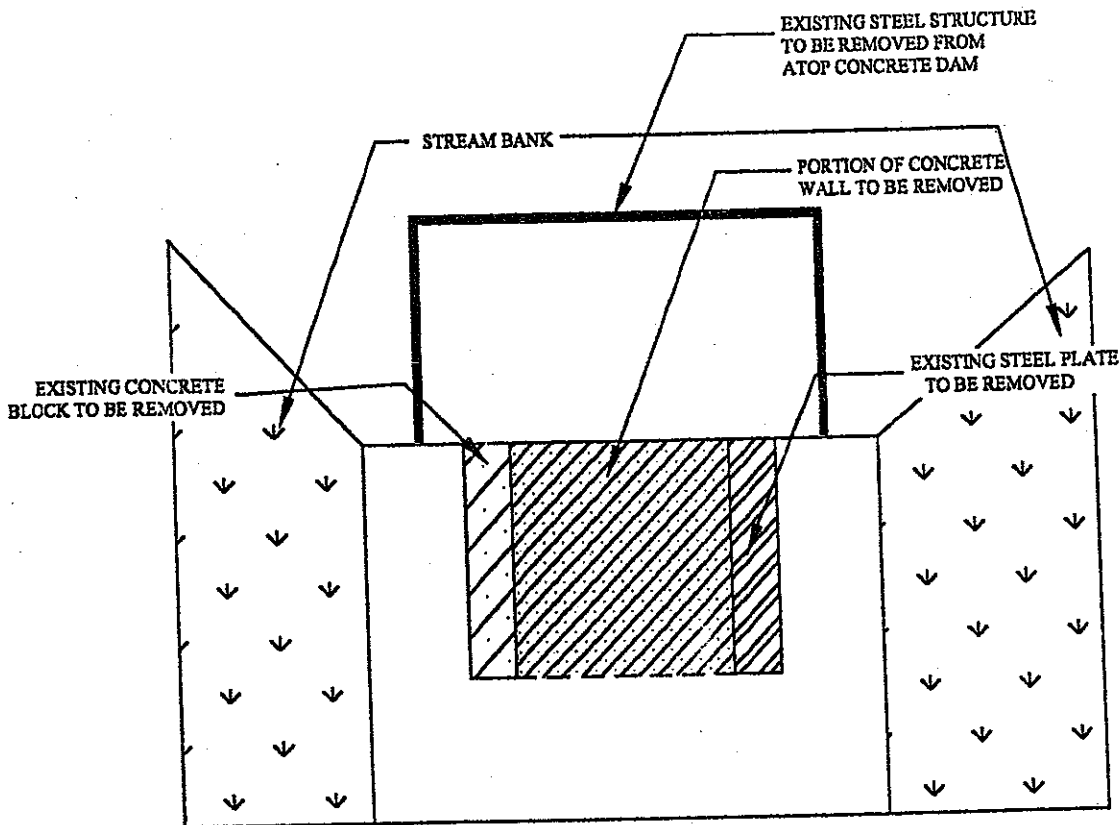


NOTE: POND WILL HAVE A DEPTH OF FOUR FEET (4') WITH ONE FOOT (1') OF FREEBOARD. ALL POND EMBANKMENT SLOPES SHALL BE 2H:1V. POND WILL BE LINED AND SHALL HAVE BAFFLE CURTAINS PLACED ACCORDING TO SPECIFICATIONS.

OFFICE OF SPECIAL RECLAMATION	
POND 1-G ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: O-16-82

BUYER CB-23	PAGE 110	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

OKEMO CORP.
 O-16-82
 SITE G

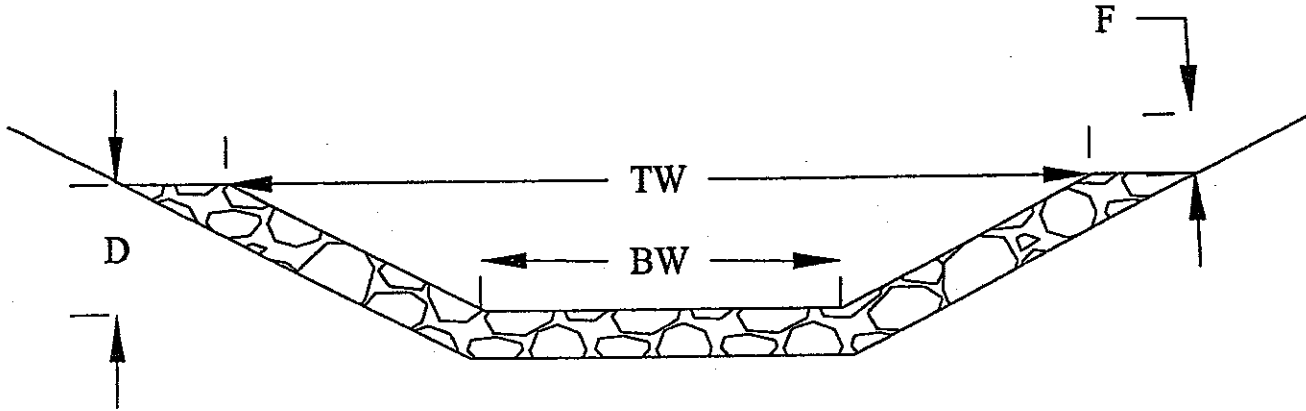


NOTE: RICH CREEK SHALL BE DREDGED BEHIND EXISTING CONCRETE WALL ONCE PORTION IS REMOVED. THE FINAL GRADE OF THE CREEK BED BEHIND WALL SHALL BE PROPORTIONATE TO UPSTREAM GRADE, IN BEDROCK OR AS APPROVED BY ONSITE WVDEP PERSONNEL.

OFFICE OF SPECIAL RECLAMATION	
SITE G FRESHWATER DAM REMOVAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/5/2006	PROJECT NO: O-16-82

BUYER CB-23	PAGE 111	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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



TYPICAL TRAPEZOIDAL CHANNEL X-SECTION

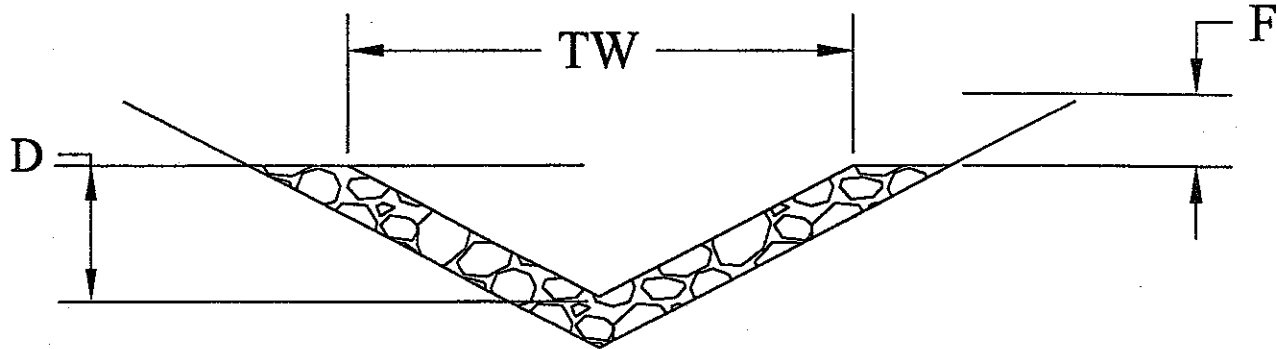
Channel No.	Depth (D)	Top Width (TW)	Comments	Bottom Width (BW)	Lining
Channel 1A	2	22	Grouted Rip Rap keyed into original ground on both ends	14	Grouted Riprap
Channel 2A	2	22	Grouted Rip Rap keyed into original ground on both ends	14	Grouted Riprap
Pond 1C spillway	1	14	1 ft keyed overlap into pond 1C and tie into Pond 2C	10	Grouted Riprap
Pond 2C spillway	1	14	1 ft keyed overlap into pond 2C and tie into road ditch	10	Grouted Riprap
Alk. Cell 1C spillway	1	14	1 ft keyed overlap into alk Cell 1C and tie into Alk Cell 2C	10	Grouted Riprap
Alk. Cell 2C spillway	1.0'	14.0'	1 ft keyed overlap into Alk Cell 2C and tie into Pond 1C	10	Grouted Riprap
Pond 1E spillway	1.0'	8.0'	1 ft keyed overlap into Pond 1E and tie into creek channel	4.0'	Grouted Riprap
Pond 1F spillway	1.0'	14.0'	1 ft keyed overlap into Pond 1F and tie into existing ditch	10.0'	Grouted Riprap
Pond 1G spillway	1.0'	16.0'	1 ft keyed overlap into Pond 1G and tie into creek channel	12.0'	Grouted Riprap

NOTE: ALL CHANNELS WILL HAVE 2H to 1V SIDE SLOPES and ONE (1) FOOT OF FREEBOARD (F). ALL MEASUREMENTS ARE IN FEET. ROCK BLANKET SHALL BE A MINIMUM OF ONE AND A HALF FEET (1 1/2') THICK THROUGHOUT.

OFFICE OF SPECIAL RECLAMATION	
TRAPEZOIDAL CHANNEL TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: O-69-82/O-16-82/O-16-85

BUYER CB-23	PAGE 112	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



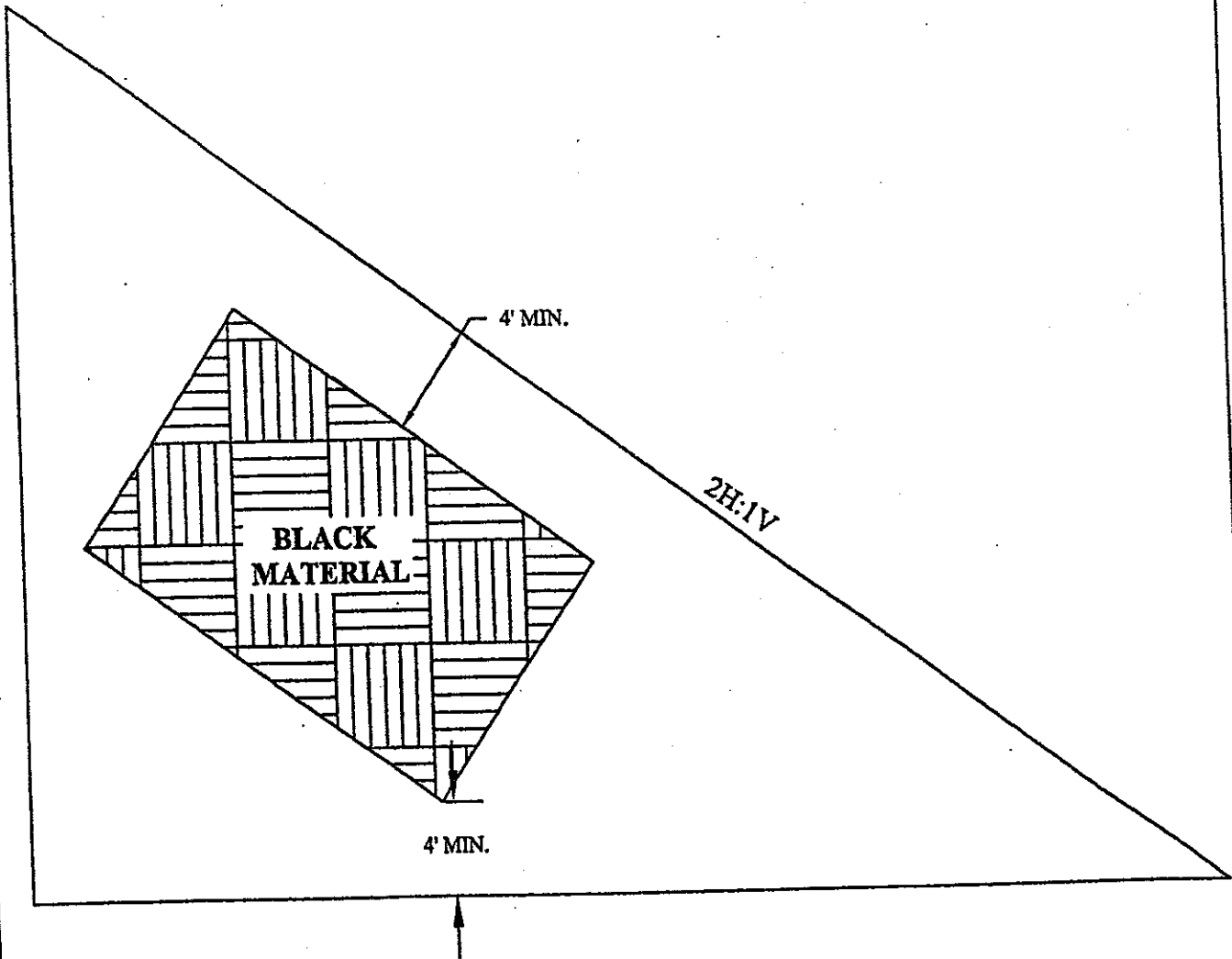
Ditch Number	Depth (D)	Top Width (TW)	Freeboard (F)	Lining
1C	2.00	8.00	1.00	Limestone Rip Rap
1D	2.00	8.00	1.00	Limestone Rip Rap
1E	2.00	8.00	1.00	Limestone Rip Rap
3A	2.00	8.00	1.00	GROUTED RIP RAP

NOTE: (1) FT. FREEBOARD (F)
 FOR ALL DITCHES. DITCH SIDES
 WILL HAVE 2H to 1V SLOPES.
 THICKNESS OF ROCK WILL BE A
 MINIMUM OF 18".

OFFICE OF SPECIAL RECLAMATION	
V-DITCH TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/27/2006	PROJECT NO: O-16-82, O-69-82, O-16-85

BUYER CB-23	PAGE 113	REQ. OR PONO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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

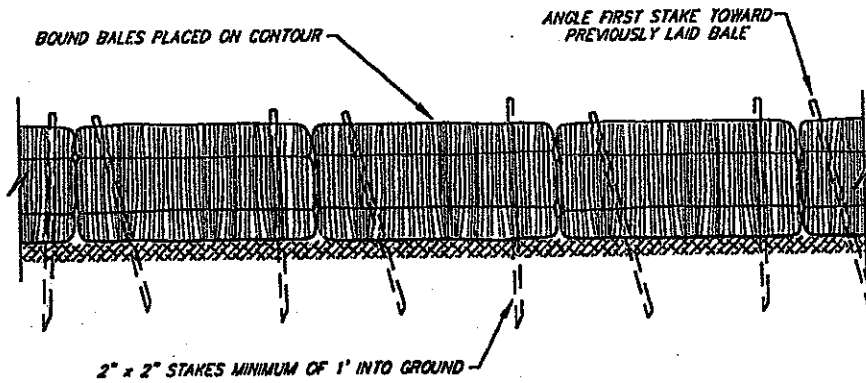


NOTE: Black material shall be isolated in the backfill in such a manner as to have a minimum of four feet (4') of material between black material and any surface.

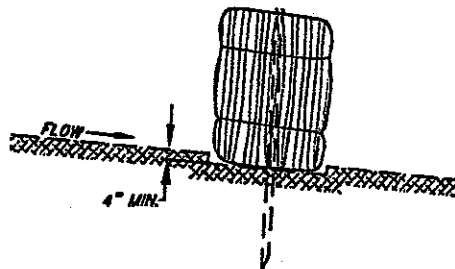
OFFICE OF SPECIAL RECLAMATION	
BLACK MATERIAL HANDLING BACKFILL TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 1/30/2007	PROJECT NO: O-16-82, O-69-82, O-16-85

BUYER CB-23	PAGE 114	REQ. OR PO NO DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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



ANCHORING DETAIL



SEDIMENT CONTROL DETAIL

N.T.S.

plot @ 1"=40'

END VIEW

OFFICE OF SPECIAL RECLAMATION	
HAYBALE DIKE TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/27/2006	PROJECT NO: O-16-85/O-69-82/O-16-82

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Corporate Seal

See Attached

(Name of Principal)

By (Must be President or Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

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

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

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)

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

_____ (T)
Title

Surety Corporate Seal

(U)

_____ (V)
(Name of Surety)

_____ (X)
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.

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 exceeds five percent of the total contract amount.

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

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

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

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

Vendor's Name: Carpenter Reclamation Inc.

Authorized Signature: Kelley Carpenter Date: 1/22/08

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Carpenter Reclamation, Inc
of PO Box 13015 Sissonville, WV 25360, as Principal, and Western Surety Company
of U.S. Steel Tower, 600 Grant Street, Suite 500, Pittsburgh, PA a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of Five Percent (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for DEP 13014, Okemo Corporation/Chafin Coal in Logan County, according to plans and specifications.

NOW THEREFORE,

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

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Oblige 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 9th day of January, 2008.

Principal Corporate Seal

Carpenter Reclamation

(Name of Principal)

By Kelley Carpenter
Kelley Carpenter (Must be President or Vice President)

President

(Title)

Surety Corporate Seal

Western Surety Company

(Name of Surety)

Ross E Johnson
Ross E Johnson Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY

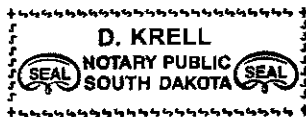


Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 9th day of January, 2008.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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