



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  
 DEP13714

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  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998      304-457-3219

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/20/2007   |               |          |        |               |

BID OPENING DATE: 10/31/2007      BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT    |
|---|----------|-----|---------|-------------|------------|-----------|
| 0001  | 1        | JB  |         | 962-73      | \$         | 70,101.00 |
| <p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS TO AWARD A CONTRACT TO PERFORM LAND RECLAMATION ON THE MINING OPERATION SITE OF LODESTAR ENERGY, INC. NOW UNDER REVOKED PERMIT NUMBER(S) 0-172-83, PER THE FOLLOWING DRAWINGS, SPECIFICATIONS, BID REQUIREMENTS, TERMS &amp; CONDITIONS, AND THE BID SCHEDULE AS ATTACHED.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 10/09/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. PRE-BIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER. CONSIDER THIS WHEN SELECTING YOUR REPRESENTATIVE FOR ATTENDANCE.</p> <p>THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR SCARBRO, WV, FAYETTE COUNTY AND CONSISTS OF APPROXIMATELY 4.0 ACRES.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF</p> |          |     |         |             |            |           |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                        |           |                                   |
|------------------------|-----------|-----------------------------------|
| SIGNATURE<br><i>KC</i> | TELEPHONE | DATE<br>11-6-07                   |
| TITLE                  | FEIN      | 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 is automatically null and void, and is 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.

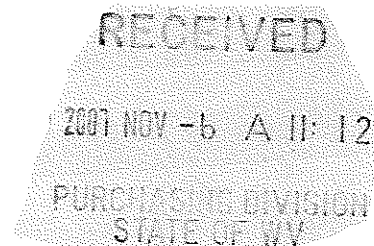
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**INSTRUCTIONS TO BIDDERS**

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  
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| 2    |

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| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER   | UNIT PRICE | AMOUNT |
|------|----------|-----|---------|---|------------|--------|
|      |          |     |         | ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION.<br><br>EXHIBIT 5<br><br>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.<br><br>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.<br><br>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR FAYETTE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.<br><br>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.<br><br>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.<br><br>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: |            |        |

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|      |          |     |         |   |            |        |
|      |          |     |         | <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; 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> |            |        |

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

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

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

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|      |          |     |        |   |            |        |
|      |          |     |        | 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.<br><br>REV. 11/96<br><br>EXHIBIT 10<br><br>REQUISITION NO.: DEP13714<br><br>ADDENDUM ACKNOWLEDGEMENT<br><br>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.<br><br>ADDENDUM NO.'S:<br>NO. 1 ✓ .....<br>NO. 2 .....<br>NO. 3 .....<br>NO. 4 .....<br>9<br>NO. 5 .....<br><br>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.<br><br>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY |            |        |

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|                                      |                       |                                   |
|--------------------------------------|-----------------------|-----------------------------------|
| SIGNATURE<br><i>Kelley Carpenter</i> | TELEPHONE<br>984-1115 | DATE<br>11-6-07                   |
| TITLE<br><i>President</i>            | FEIN<br>550693493     | ADDRESS CHANGES TO BE NOTED ABOVE |

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|--|----------|-----|---------|-------------|------------|--------|
| <p>ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Kelley Carpenter</i><br/>           .....<br/>           SIGNATURE<br/> <i>Carpenter Reclamation Inc</i><br/>           .....<br/>           COMPANY<br/>           11-6-07<br/>           .....<br/>           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<br/>           PURCHASING DIVISION<br/>           BUILDING 15<br/>           2019 WASHINGTON STREET, EAST<br/>           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> |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                        |           |                                   |
|------------------------|-----------|-----------------------------------|
| SIGNATURE<br><i>KC</i> | TELEPHONE | DATE<br>11-6-07                   |
| 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 |
| DEP13714   |

|      |
|------|
| PAGE |
| 9    |

|   |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| CHUCK BOWMAN<br>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  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998      304-457-3219

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/20/2007   |               |          |        |               |

BID OPENING DATE: **10/31/2007**      BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| BUYER: CB-23<br>RFQ. NO.: DEP13714<br>BID OPENING DATE: 10/31/2007<br>BID OPENING TIME: 1:30 PM<br><br>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY<br>TO CONTACT YOU REGARDING YOUR BID:<br>----- 984-2770 -----<br><br>CONTACT PERSON (PLEASE PRINT CLEARLY):<br>Randy Carpenter      984-1115      543-1726<br>-----<br><br>***** THIS IS THE END OF RFQ    DEP13714 ***** TOTAL: <u>\$ 70,101.00</u> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                        |           |                                   |
|------------------------|-----------|-----------------------------------|
| SIGNATURE<br><i>Kc</i> | TELEPHONE | DATE<br><i>11-6-07</i>            |
| TITLE                  | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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

|  |             |                            |
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| BUYER<br>CB-23   | PAGE<br>010 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |             |                            |

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

### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Lodestar Energy, Inc., Permit O-172-83, 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:

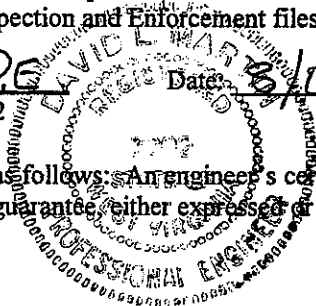
1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with 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 item # 9.0 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 are 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 Item # 7.0 )
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.
6. Remove any and all debris from site. This shall include, but is not limited to wooden debris, railroad ties, loadout remnants, pipes, coal car unloading facility, power lines, poles, and concrete foundations, etc. Concrete may be broken into sections no larger than four (4) feet in any direction and buried on site. Any rebar or reinforcing steel shall be removed to be flush with the surface of the concrete prior to burial and shall be disposed of off site. Contractor must provide documentation of proper disposal.
7. Backfill to eliminate approximately 375 linear feet of highwall in the coal stock pile area. **NOTE: All backfilled and regarded slopes shall be no steeper than two (2) horizontal to one (1) vertical.**
8. All black and/or potentially toxic material encountered on the site shall be segregated and isolated in the backfill per attached specifications. Material to be isolated must be mixed with 40 tons of agricultural lime prior to final placement in the backfill.
9. Backfill the coal car unloading facility area after removing all debris in the area.
10. Backfill and regrade to eliminate Pond One (1) and establish a sheetflow drainage pattern.
11. Eliminate sumps along railroad right of way. **NOTE: Elimination of sumps shall be incidental to and included in regrading.**
12. Install 200 linear feet of haybale dike for sediment control during and after construction.
13. Regrade and revegetate approximately four (4) acres of disturbance.

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|---|-------------|----------------------------|
| BUYER<br>CB-23  | PAGE<br>011 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT   |             |                            |
| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |             |                            |

WV-36a STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
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I David L. Martin, Sr., the undersigned, hereby certify <sup>1</sup> 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.

David L. Martin, P.E. Date: 10/08/07  
 Registered Professional Engineer WV No. 7202



<sup>1</sup> 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.

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

| ITEM NO.   | QUANTITY      | DESCRIPTION   | UNIT PRICE               | AMOUNT              |
|--|---------------|---|--------------------------|---------------------|
| <b>BID SCHEDULE</b>                              |               |   |                          |                     |
| <b>PERMIT NAME: <u>Lodestar Energy, Inc.</u></b> |               |   |                          |                     |
| <b>PERMIT NUMBER(S): <u>O-172-83</u></b>         |               |   |                          |                     |
| 1.0  | LUMP SUM      | <u>MOBILIZATION/DEMobilIZATION</u> (5% Total Bid Maximum for this permit)       | LUMP SUM                 | \$ <u>2,500.00</u>  |
| 2.0  | LUMP SUM      | <u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit) | LUMP SUM                 | \$ <u>1.00</u>      |
| 3.0  | LUMP SUM      | <u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)              | LUMP SUM                 | \$ <u>2,500.00</u>  |
| 4.0  | LUMP SUM      | <u>BACKFILLING</u>  | LUMP SUM                 | \$ <u>20,000.00</u> |
| 5.0  | LUMP SUM      | <u>REGRAIDING AND TOPSOILING</u>  | LUMP SUM                 | \$ <u>10,000.00</u> |
| 6.0  |               | <u>REVEGETATION</u>   |                          |                     |
| 6.1  | LUMP SUM      | <u>AGRICULTURAL LIME</u>  | LUMP SUM                 | \$ <u>2,000.00</u>  |
| 6.2  | LUMP SUM      | <u>FERTILIZER</u>   | LUMP SUM                 | \$ <u>2,000.00</u>  |
| 6.3  | LUMP SUM      | <u>MULCH</u>  | LUMP SUM                 | \$ <u>2,000.00</u>  |
| 6.4  | LUMP SUM      | <u>VEGETATIVE SPECIES</u>   | LUMP SUM                 | \$ <u>2,000.00</u>  |
| 7.0  | LUMP SUM      | <u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)          | LUMP SUM                 | \$ <u>2,500.00</u>  |
| 8.0  | LUMP SUM      | <u>ELIMINATE POND 1</u>   | LUMP SUM                 | \$ <u>10,000.00</u> |
| 9.0  | <u>200 LF</u> | <u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)                                    | \$ <u>3.00</u><br>PER LF | \$ <u>600.00</u>    |
| 10.0   | LUMP SUM      | <u>STRUCTURE AND/OR DEBRIS REMOVAL</u>  | LUMP SUM                 | \$ <u>10,000.00</u> |
| 11.0   | NO BID ITEM   | <u>UTILITIES</u>  | NO BID ITEM              | \$ <u>NO BID</u>    |
| 12.0   | LUMP SUM      | <u>LIMING</u>   | LUMP SUM                 | \$ <u>4,000.00</u>  |
| <b>TOTAL FOR PERMIT: <u>O-172-83</u></b>         |               |   |                          | \$ <u>70,101.00</u> |

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|--|-------------|----------------------------|
| BUYER<br>CB-23   | PAGE<br>013 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT  |             |                            |
| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>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 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 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 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 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)

### 5.0 REGRAIDING AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall: distribute topsoil or the best available material to support vegetation as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner; 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 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.

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|--|-------------|----------------------------|
| BUYER<br>CB-23   | PAGE<br>014 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT  |             |                            |
| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |             |                            |

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

## 6.0 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.

## 6.1 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:

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**6.2 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.

**6.3 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

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



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|--|-------------|----------------------------|
| BUYER<br>CB-23   | PAGE<br>016 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT  |             |                            |
| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |             |                            |

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

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## **7.0 CONSTRUCTION STAKEOUT**

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

### **A. MATERIALS**

Wooden stakes and other marking materials as described herein.

### **B. CONSTRUCTION METHODS**

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

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

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

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

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|---|-------------|----------------------------|
| BUYER<br>CB-23  | PAGE<br>017 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |             |                            |

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

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**8.0 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)

**9.0 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: Max. Bid of \$5.00/L.F. Hay Bale Dike -

1. All bales shall be placed on the contour.
2. Bales shall be placed in a row with ends tightly abutting the adjacent bales and embedded as shown on the Haybale Dike Detail.
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 bid Item 5) may become necessary to supplement the hay bale dikes.

**10.0 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.

**11.0 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.

**12.0 LIMING**

Liming of open pits is to be carried out at a rate of 40 tons/acre. All potentially toxic material shall be cleaned from the pavement prior to spreading lime uniformly over the exposed pavement. This potentially toxic material shall be placed on a pad prepared in the backfill. The top of the pad shall be a minimum of 4 ft. above the pavement, located out of any water course and away from the highwall. Lime shall be blended with the toxic material or (lime shall be spread over top of toxic material.) Coal refuse shall be treated in the same manner as the toxic material above and according to the attached specifications. Lime at a rate of 40 tons/1000 tons. (Unless testing shows other amounts)

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| BUYER<br>CB-23  | PAGE<br>018 | REQ. OR. PO. NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |             |                              |

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

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Unless otherwise specified, all lime used 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.

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|---|-------------|----------------------------|
| BUYER<br>CB-23  | PAGE<br>019 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |             |                            |

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

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## BID PREPARATION INFORMATION

### HISTORICAL INFORMATION

Prospective bidders may review files at the West Virginia Department of Environmental Protection, Nitro, WV office, or the Regional West Virginia Department of Environmental Protection Office at Oak Hill. 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.

### VIDEO

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

### INTENT OF CONTRACT

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

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

|   |             |                            |
|---|-------------|----------------------------|
| BUYER<br>CB-23  | PAGE<br>020 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>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<br>CB-23  | PAGE<br>021 | REQ. OR PO NO<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>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 Program Supervisor.

**LAWS TO BE OBSERVED**

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

**PERMITS, LICENSES AND TAXES**

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

**CONCURRENT RECLAMATION**

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

|  |             |                            |
|--|-------------|----------------------------|
| BUYER<br>CB-23   | PAGE<br>022 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT  |             |                            |
| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |             |                            |

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<br>CB-23   | PAGE<br>023 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT  |             |                            |
| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>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/DEMOLIZATION 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.



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|--|-------------|----------------------------|
| BUYER<br>CB-23   | PAGE<br>024 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT  |             |                            |
| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/ OFFICE OF SPECIAL RECLAMATION |             |                            |

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

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**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 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.

This contract may be cancelled in whole or in part in writing by the Director of Purchasing, without prejudice to any other right or remedy it may have, provided that the contractor is given not less than thirty (30) calendar days written notice, (delivered by certified mail, return receipt requested) of intent to terminate. This contract objective is to comply with the reclamation laws of this state and must be expedient to meet the time requirements for reclamation of revoked surface mine permits.

|  |             |                            |
|--|-------------|----------------------------|
| BUYER<br>CB-23   | PAGE<br>025 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |             |                            |

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



## WEST VIRGINIA

Department of Environmental Protection  
Division of Water Resources

### WEST VIRGINIA/NATIONAL 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 plan 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 NPDES permitting requirements as set forth in 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 WV0115100 will automatically be provided coverage under General Storm Water Permit WV0115924. Any newly proposed or expanded construction activity on those sites will require new registration under General Storm Water Permit WV0115924.

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<br>CB-23   | PAGE<br>027 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>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.

|  |             |                            |
|--|-------------|----------------------------|
| BUYER<br>CB-23   | PAGE<br>028 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |             |                            |

#### 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<br>CB-23   | PAGE<br>029 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>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.

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|--|-------------|----------------------------|
| BUYER<br>CB-23   | PAGE<br>030 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |             |                            |

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<br>CB-23   | PAGE<br>031 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>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 1/4 acre disturbance per lot, unless the lot is less than 1/4 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)



|  |             |                            |
|--|-------------|----------------------------|
| BUYER<br>CB-23   | PAGE<br>032 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>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<br>CB-23   | PAGE<br>033 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>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.

|  |             |                            |
|--|-------------|----------------------------|
| BUYER<br>CB-23   | PAGE<br>034 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |             |                            |

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 CFR 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<br>CB-23   | PAGE<br>035 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>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 BMP's 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 7<sup>th</sup> 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 7<sup>th</sup> day after construction activities have temporarily ceased.

|  |             |                            |
|--|-------------|----------------------------|
| BUYER<br>CB-23   | PAGE<br>037 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>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.

|  |             |                            |
|--|-------------|----------------------------|
| BUYER<br>CB-23   | PAGE<br>038 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |             |                            |

- (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 BMP's 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<br>CB-23   | PAGE<br>039 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>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.



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| BUYER<br>CB-23   | PAGE<br>040 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |             |                            |

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 BMP's 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.

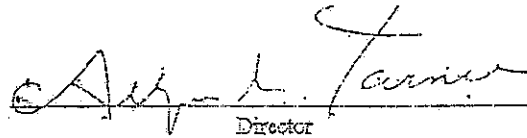
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| BUYER<br>CB-23   | PAGE<br>041 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |             |                            |

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, specifications and 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 1.2 of the Code of West Virginia.

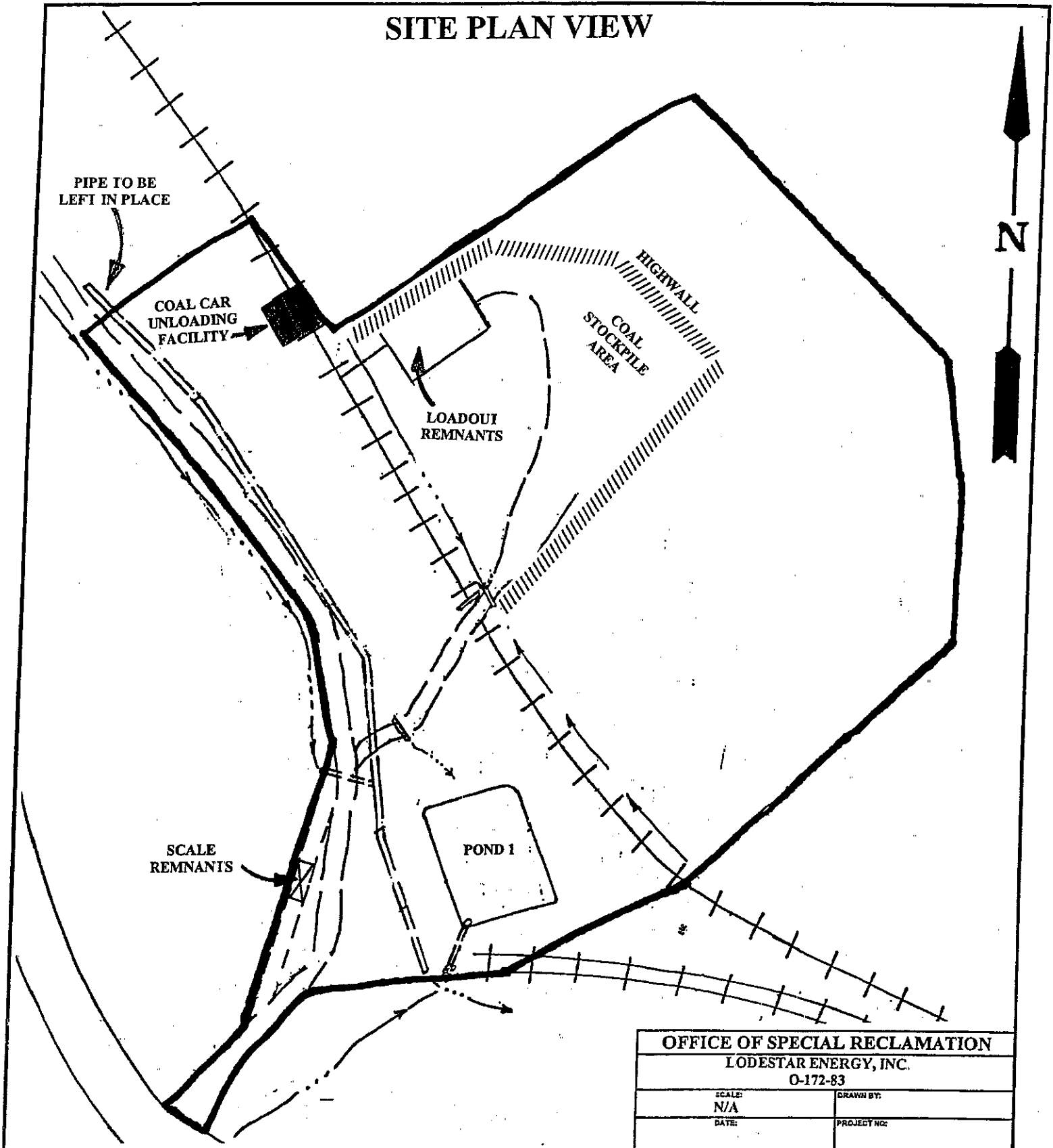
This permit is issued in accordance with the provisions of Article 11, Chapter 22 of the Code of West Virginia.

By:   
Director

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

|  |             |                            |
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| BUYER<br>CB-23   | PAGE<br>042 | REQ. OR PO NO.<br>DEP13714 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |             |                            |

### SITE PLAN VIEW

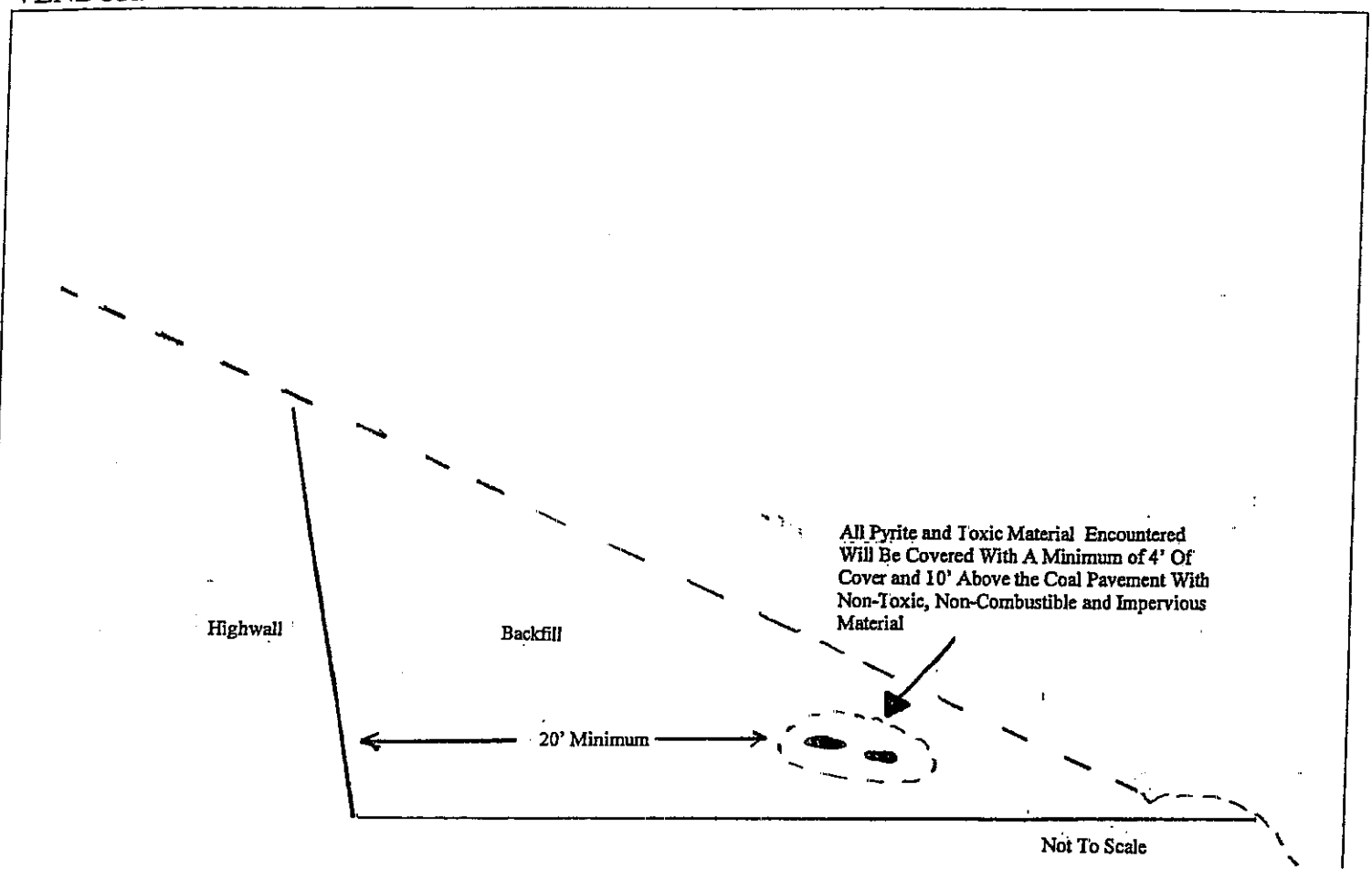


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| SCALE:<br>N/A  | DRAWN BY:   |
| DATE:  | PROJECT NO: |

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| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION |      |                |

WV-36  
REV. 1/29/02  
VENDOR:

STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET



TYPICAL REGRADED X-SECTION/  
MATERIAL HANDLING

DISPOSAL OF ACID FORMING AND TOXIC FORMING MATERIALS

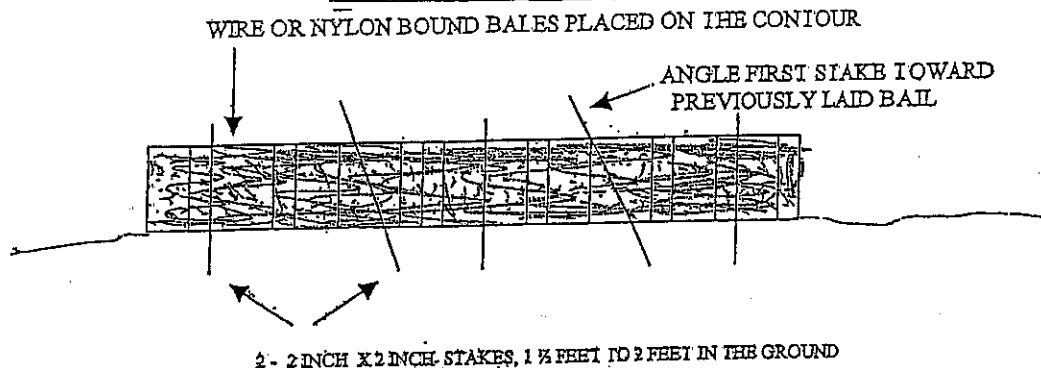
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| LODESTAR ENERGY, INC.<br>O-172-83 |              |
| SCALE:<br>Not To Scale            | DRAWN BY:    |
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**Toxic Materials Handling Plan**

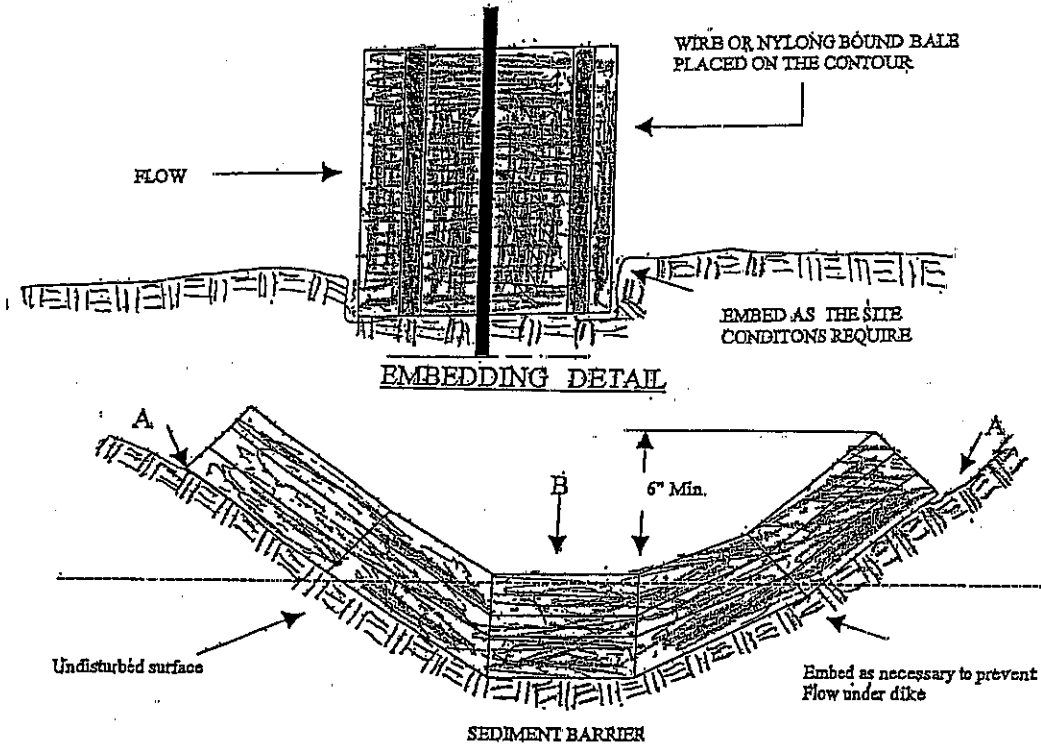
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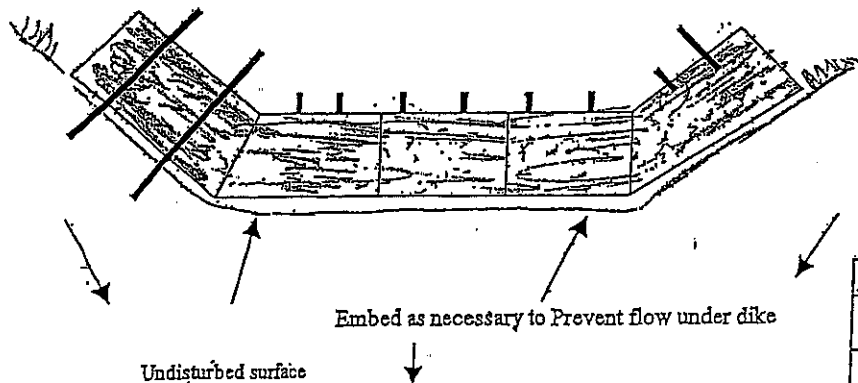
ANCHORING DETAIL



EMBEDDING DETAIL

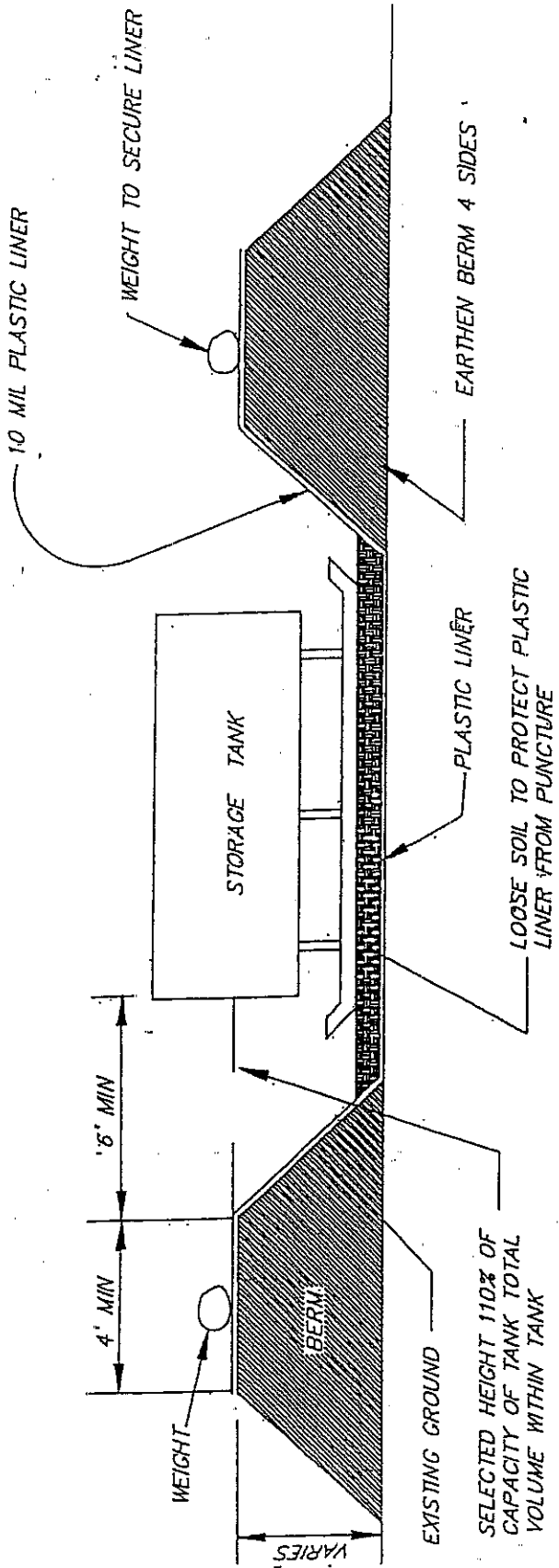


POINTS A SHOULD BE HIGHER THAN POINT B A MINIMUM OF 6 INCHES



|                               |             |
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| OFFICE OF SPECIAL RECLAMATION |             |
| Hay Bale Dike                 |             |
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| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |             |                            |



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

Alternate methods of water removal will be considered for approval.

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| OFFICE OF SPECIAL RECLAMATION |             |
| Spill Containment             |             |
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| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |      |                |

### General Requirements

#### Project Construction Sign

##### Work Required

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

##### Materials

- (a) Paint. Paint for the project sign shall be one (1) coat Exterior-Grade Wood Primer-Sealer, and two (2) coats Exterior-Grade Enamel by Glidden or equivalent.
- (b) Wood. Sign face shall be ¾" X 4' X 8' Marine Exterior plywood, and posts and cross braces shall be treated.
- (c) Hardware. All hardware shall be manufactured from good, commercial-quality material and be rust resistant such as galvanized coated.

##### Execution

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

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

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

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

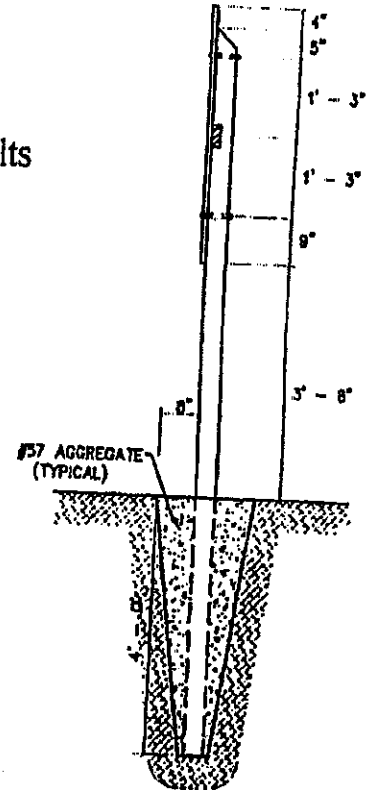
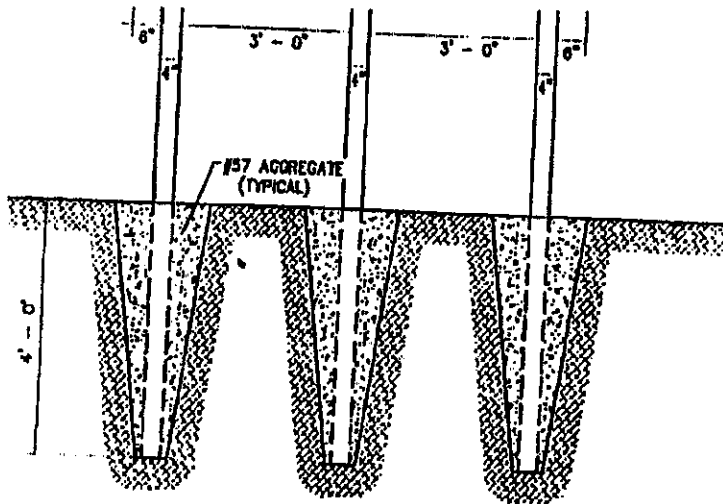
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| OFFICE OF SPECIAL RECLAMATION |             |
| PROJECT CONSTRUCTION SIGN     |             |
| SCALE:                        | DRAWN BY:   |
| DATE:                         | PROJECT NO: |

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

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| BUYER   | PAGE | REQ. OR PO NO. |
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| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>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



|                                      |             |
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| <b>OFFICE OF SPECIAL RECLAMATION</b> |             |
| <b>PROJECT SIGN</b>                  |             |
| SCALE:                               | DRAWN BY:   |
| DATE:                                | PROJECT NO: |



WV-36a STATE OF WEST VIRGINIA  
REV. 1/29/02 PURCHASING CONTINUATION SHEET  
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| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION |      |               |



STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Joe Manchin, III,  
Governor

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



Stephanie Timmermeyer,  
Cabinet Secretary

Permit Name  
Permit Number



Ken Ellison,  
Director

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

OFFICE OF SPECIAL RECLAMATION

PROJECT CONSTRUCTION SIGN

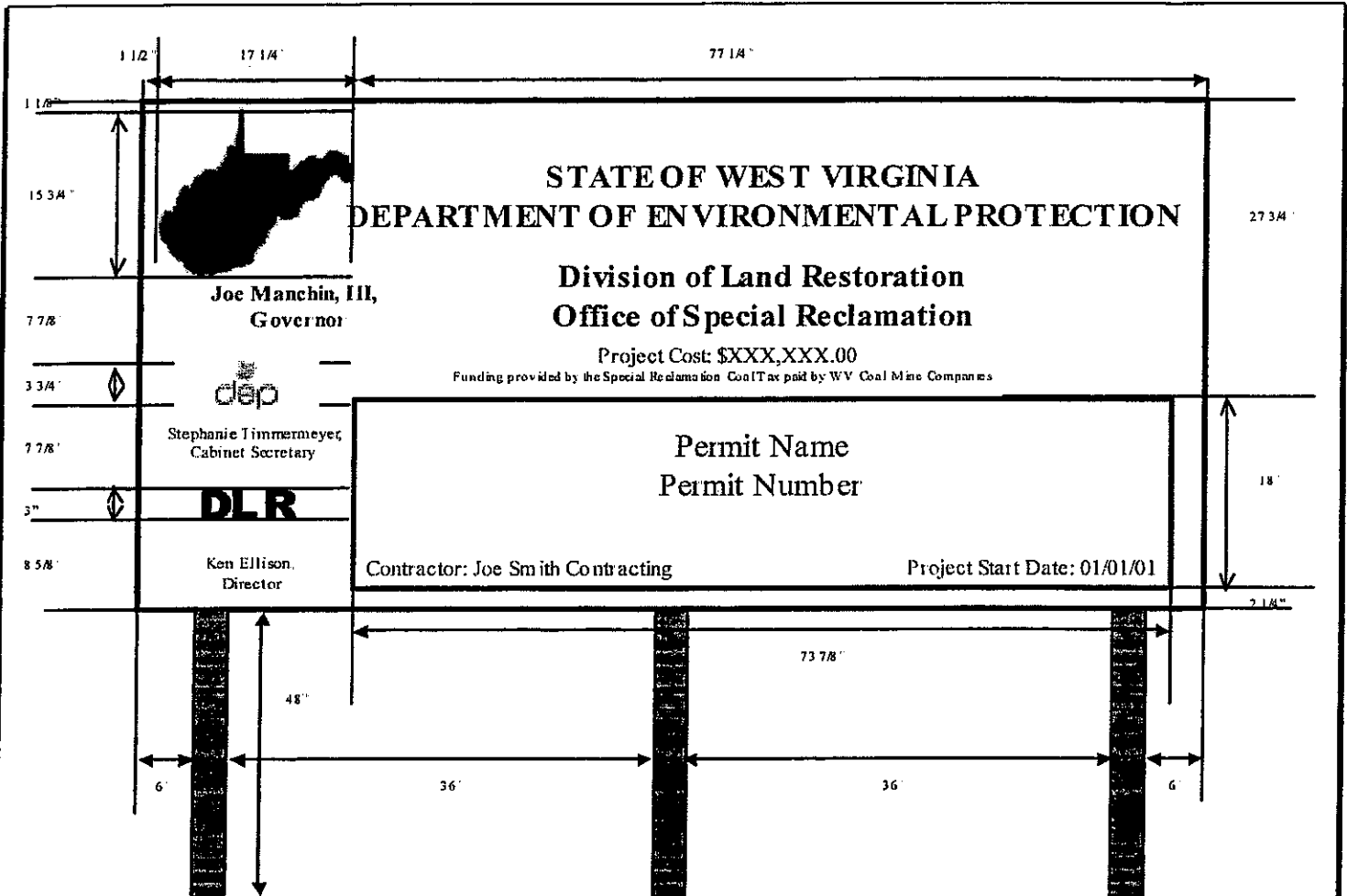
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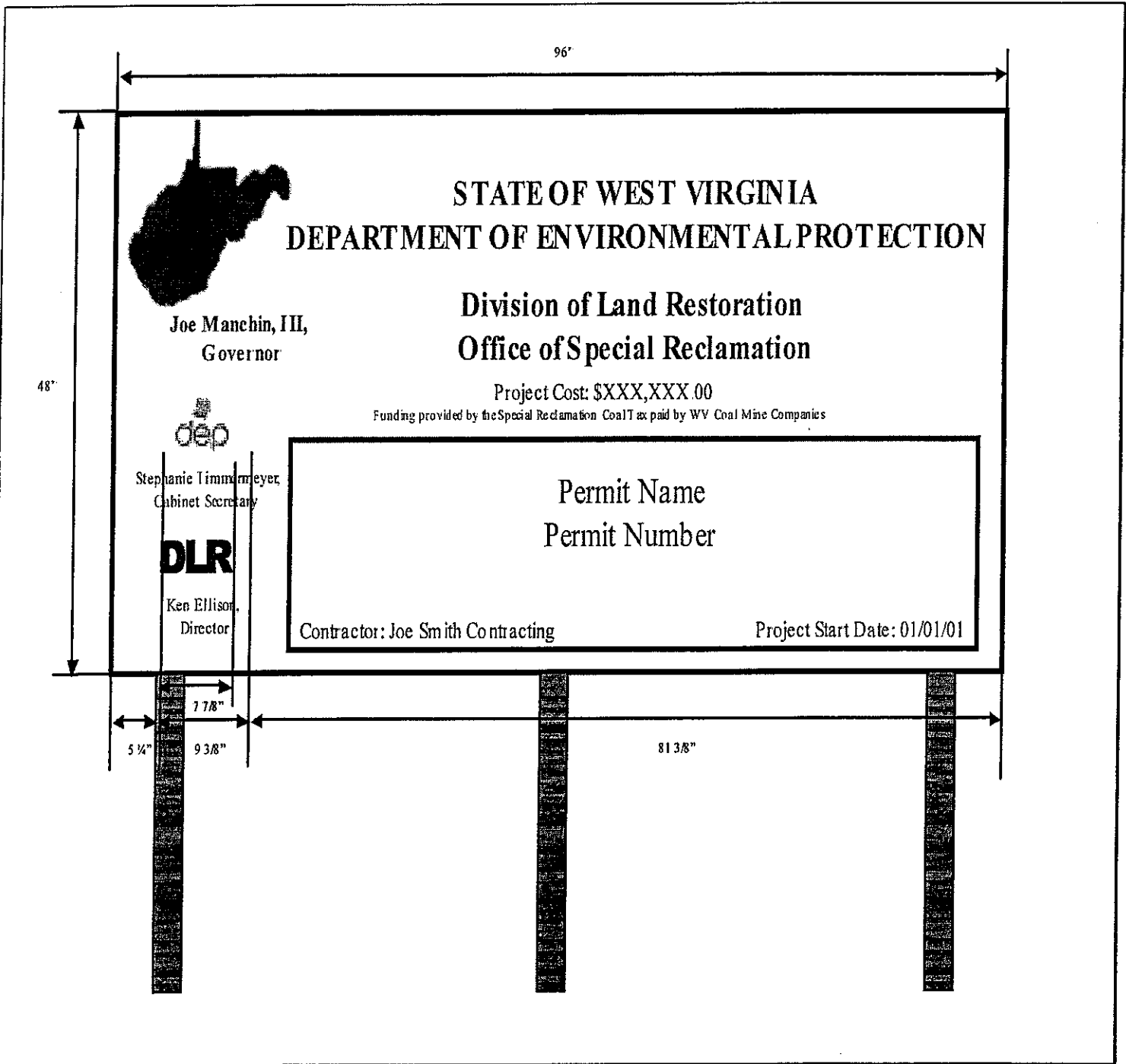
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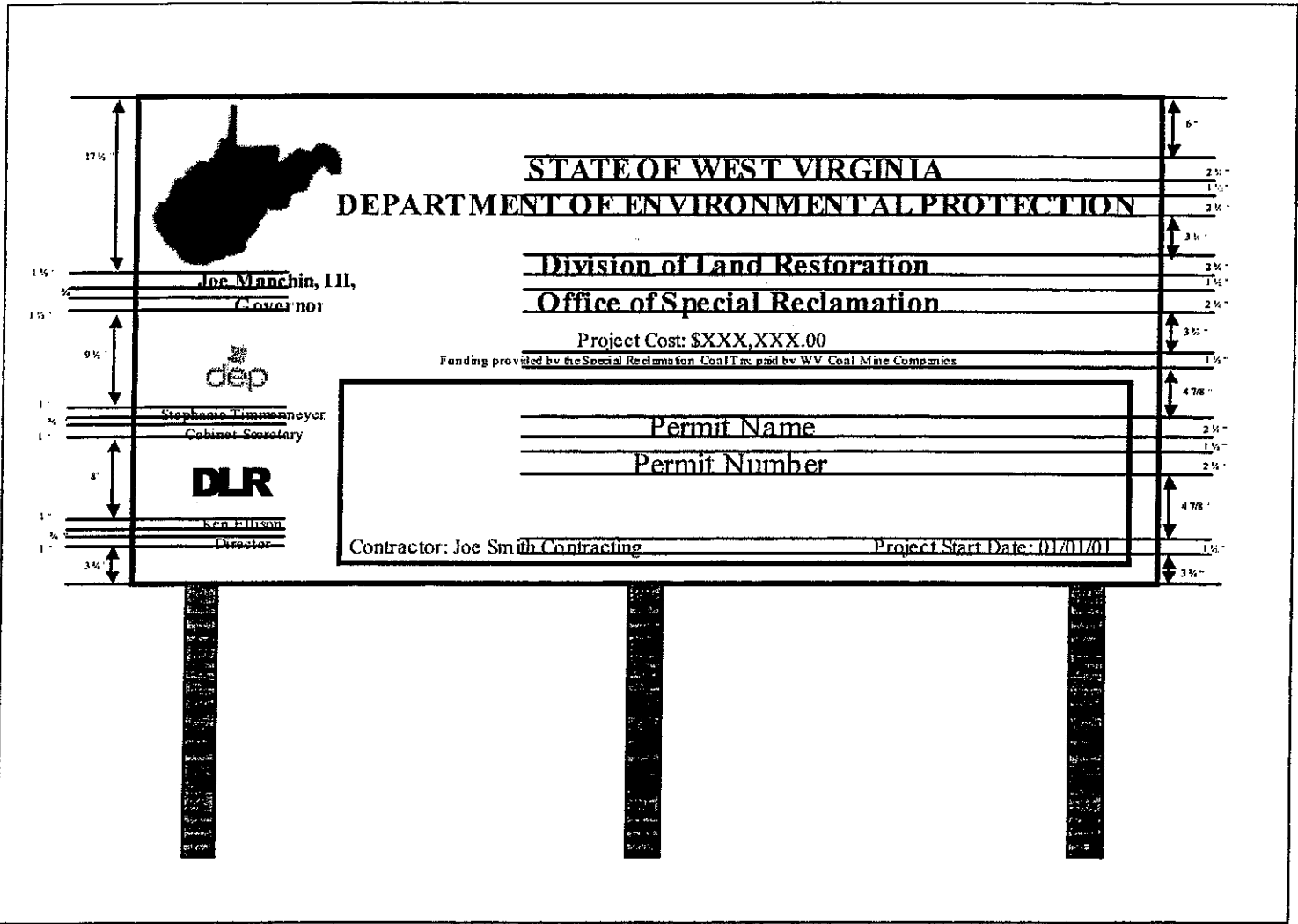
WV-36a STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
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| <b>PROJECT CONSTRUCTION SIGN</b>     |             |
| SCALE:                               | DRAWN BY:   |
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WV-36a STATE OF WEST VIRGINIA  
REV. 1/29/02 PURCHASING CONTINUATION SHEET  
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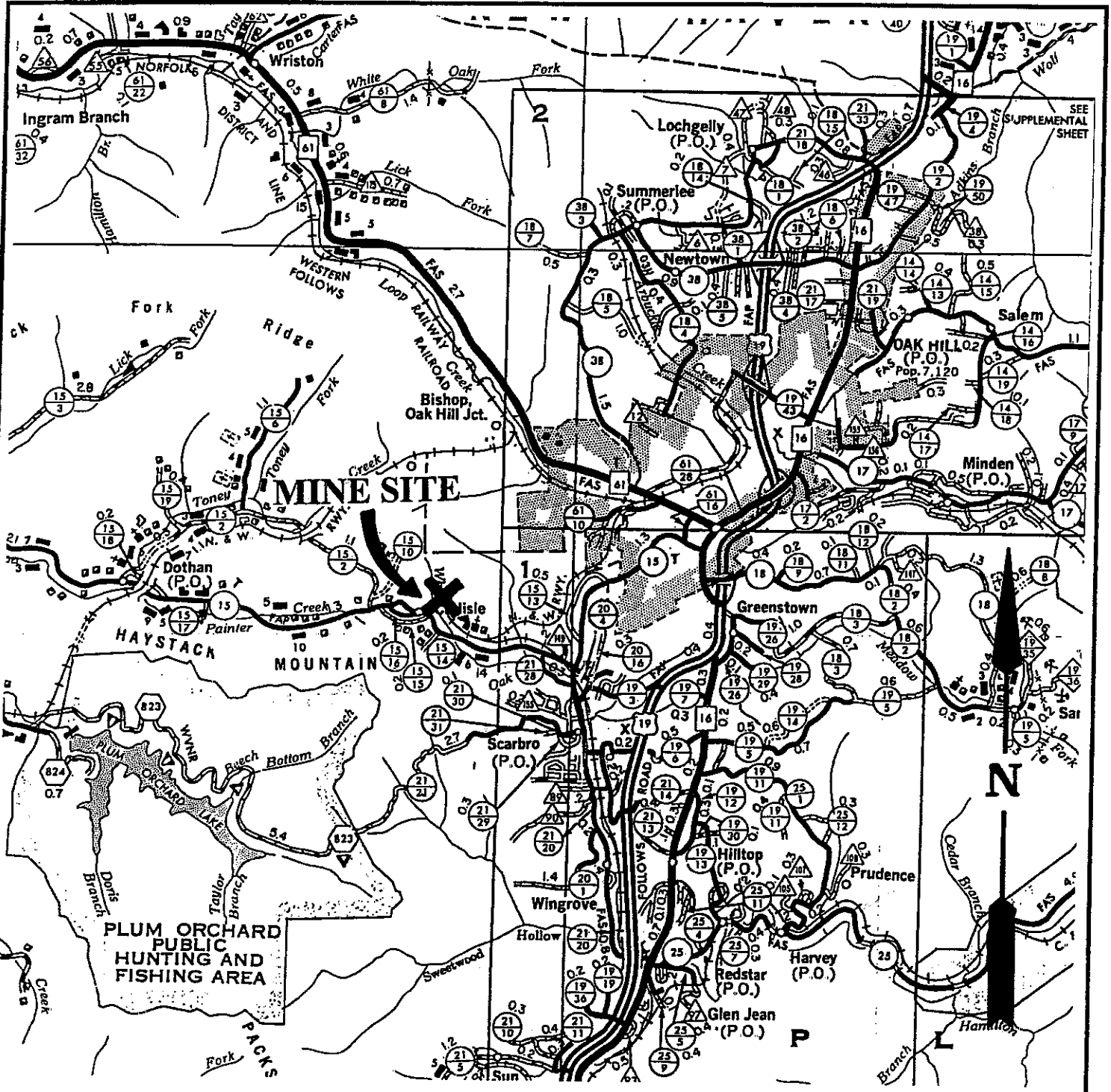
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| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |      |                |

## DIRECTIONS

**FROM THE INTERSECTION OF STATE ROUTE 612 AND U.S.  
ROUTE 19, SOUTH OF OAK HILL, TAKE STATE ROUTE 612  
WEST TOWARD MOSSY. TRAVEL 0.5 MILES AND TURN RIGHT.  
TRAVEL 0.1 MILES AND KEEP STRAIGHT THROUGH THE  
INTERSECTION. TRAVEL 1.1 MILES AND TURN RIGHT ONTO  
THE HAULROAD AND LOAD-OUT SITE.**

|                                      |             |
|--------------------------------------|-------------|
| <b>OFFICE OF SPECIAL RECLAMATION</b> |             |
| <b>LODESTAR ENERGY, INC.</b>         |             |
| <b>O-172-83</b>                      |             |
| SCALE:                               | DRAWN BY:   |
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| WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/OFFICE OF SPECIAL RECLAMATION |      |                |



# LOCATION MAP

|                               |             |
|-------------------------------|-------------|
| OFFICE OF SPECIAL RECLAMATION |             |
| LODESTAR ENERGY, INC.         |             |
| O-172-83                      |             |
| SCALE:                        | DRAWN BY:   |
| N/A                           |             |
| DATE:                         | PROJECT NO: |
|                               |             |

**BID BOND**

054

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

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

**NOW THEREFORE,**

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

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

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

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_

(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

Surety Corporate Seal

*See Attached*

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

BID BOND PREPARATION INSTRUCTIONS

155

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

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

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

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

NOW THEREFORE.

(a) If said bid shall be rejected, or

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

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

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

Principal Corporate Seal

(R)

(U)
Surety Corporate Seal

(Q)
(Name of Principal)
By (S)
(Must be President or
Vice President)
(T)
Title
(V)
(Name of Surety)
(W)
Attorney-in-Fact

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

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





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  
 DEP13714

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  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998      304-457-3219

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 10/18/2007   |               |          |        |               |

BID OPENING DATE: **11/06/2007**      BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER   | UNIT PRICE | AMOUNT    |
|------|----------|-----|--------|---|------------|-----------|
|      |          |     |        | ***** ADDENDUM NO. 1 *****  |            |           |
|      |          |     |        | ADDENDUM ISSUED AS A RESULT OF THE MANDATORY PRE-BID MEETING OF 10/09/07 FOR THE PROJECT OF LAND RECLAMATION AT THE LODESTAR ENERGY SITE IN SCARBRO, FAYETTE CO, WV |            |           |
|      |          |     |        | ADDENDUM INCLUDES THE PRE-BID SIGN-IN SHEETS AND THREE (3) PAGES OF Q/A & CLARIFICATIONS.   |            |           |
|      |          |     |        | BID DATE AND OPENING TIME HAVE BEEN EXTENDED FROM 10/31/2007 TO 11/06/2007 AT 1:30 PM.  |            |           |
|      |          |     |        | ***** NO OTHER CHANGES *****  |            |           |
| 0001 | 1        | JB  | 962-73 | RECLAMATION: RESTORATION OF LAND  | \$         | 70,101.00 |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                      |                      |                                   |
|--------------------------------------|----------------------|-----------------------------------|
| SIGNATURE<br><i>Kelley Carpenter</i> | TELEPHONE<br>9841115 | DATE<br>11-6-07                   |
| TITLE<br><i>President</i>            | FEIN<br>55-0693493   | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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.

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**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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

002

RFQ #: DEP13714

Bid Date: 10/31/07

Project: Lodestar Energy, Inc.

Pre-Bid Date: 10/09/07

Name : Randy Carpenter  
 Company: Carpenter Restoration  
 Address: Po Box 13015  
Summersville WV  
25360

Phone #: 984-1115  
 Fax #: 984-2770  
 Email : Rrcarp103@aol.com

Name : DAVID H. BOWMAN  
 Company: GREEN MOUNTAIN Co.  
 Address: 511 50th STREET  
CHARLESTON WV  
25304

Phone #: 925-0255  
 Fax #: 925-9230  
 Email : Jody May AOL.com

Name : BASIL CARPENTER  
 Company: J AND B Ex INC  
 Address: 333 A Call RD  
Charleston WV 25312

Phone #: 546-1661  
 Fax # (304) 984-3528  
 Email : Basil Carpenter at AOL

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

Phone #: (304) 372-4378  
 Fax #: (304) 372-4378  
 Email : NONE

Name : Doug Vincent  
 Company: BREAKAWAY INC.  
 Address: 1075 Old Turnpike Rd  
Sutton WV 26601

Phone#: 304 765-5317  
 Fax #: 765-5389  
 Email : breakawayinc@verizon.net

Name : PEREY QUEENER  
 Company: MUDDAEY TRADING COMPANY  
 Address: 10 SCENIC HIGHWAY  
SUMMERSVILLE, WV 26651

Phone#: 304-872-5588  
 Fax #: 304-872-4647  
 Email : pqueener@wirefire.com

Name : Larry Taylor  
 Company: Bomont Construction & supply  
 Address: PO Box 9046  
Bomont WVA 25030

Phone#: 548-7004  
 Fax #: (304) 548 7133  
 Email : bomont.taylor@yahoo.com

Name : SAM SKIDMAN  
 Company: SAM'S EXCAVATION  
 Address: 655 Poplar Ridge  
Sutton WV 26601

Phone#: 304-765-2194  
 Fax #: 304-765-2066  
 Email : SAM'S EXCAVATION CITY RECORDS

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

003

RFQ #: DEP13714  
 Project: Lodestar Energy, Inc.

Bid Date: 10/31/07  
 Pre-Bid Date: 10/09/07

Name : BASE ENV. GROUP, LLC  
 Company: 4200 FIRST AVE, SUITE 104  
 Address: NITCO, WV 25143  
TRIP SHOWN

Phone #: 304 204 2500  
 Fax #: 304 204 2520  
 Email : TRIP@BASEENV.COM

Name : Robert Berchold  
 Company: AS BUILT CONSTRUCTION, INC.  
 Address: RI 128  
Meadow Bridge WV 25976

Phone #: 304-392-8828  
 Fax #: 304 392 8828  
 Email : rpberchold@earthlink.net

Name : JOE TUCKER  
 Company: UPTON CONST. CO., INC.  
 Address: P.O. Box 39  
OUNSBAR WV, 25064

Phone #: 304-744-4627  
 Fax #: 304-744-4626  
 Email : UCCI@EARTHLINE.NET

Name : DARCYL DAVIS  
 Company: PINEVILLE PAVING & ASPHALTING  
 Address: PO BOX 1290  
zip 24874

FAX 304 732 7855  
 Phone #: 304-237-8303  
 Fax #: C 304-873-0637  
 Email :

Name : Bob Pauley  
 Company: B & B Excavating  
 Address: 720  
Graves - WVA. 25818

Phone#: 255-205-673-9388  
 Fax #: 304-233-4533  
 Email : BOB TRANSPORT@DUKESUN.COM

Name : DINAJAC GRIFFITHS  
 Company: Hydro Tech Reclamation  
 Address: 900 Pine Grove Rd. Silerco WV 25567

Phone#: 304-756-6119  
 Fax #: 304-253-4533  
 Email : Schultz Vance@aol.com

Name : Ann Wainwright  
 Company: EASTERN ARROW  
 Address: P.O. Box 4108  
CHARLESTON WV  
25364

Phone#: 304-414-0255  
 Fax #: 304-414-0256  
 Email : easternarrow@hotmail.com

Name : Gary Long  
 Company: McChert & Son Const.  
 Address: 2790 Centralia Rd  
Sutton WV 26601

Phone#: 304 765-5288  
 Fax #: 304 765-5293  
 Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

004

RFQ #: DEP13714

Bid Date: 10/31/07

Project: Lodestar Energy, Inc.

Pre-Bid Date: 10/09/07

Name : Roger L Collins Jr.  
 Company: Collins Building & Contracting, INC  
 Address: Flaxman, WV  
[REDACTED]  
390 Corby, RD  
 Phone #: 304-765-7521  
 Fax #: 304-765-7521  
 Email : CSCollins@CityNet.net

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone# : \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone #: \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

Phone# : \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_

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Phone #: \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

Phone# : \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

DEP13714  
Addendum No. 1



O-172-83 Lodestar Energy Inc.  
Pre-Bid Conference  
October 9, 2007

Q1. Does backfill material come off site?

A1. Material will come off of site. All this material that is in the hollow here, can be worked back up, the ramp going up to the area can be lowered, there is a little bit of stockpile material here in these trees, that was shown in the permit as being a stockpile area, this area out here is raised a little higher than it needs to be, it goes all the way to the end of your work area. Be aware that there could be black material in that and it would have to be handled accordingly to the requirements in the permit.

Q2. This activity on this road, is it a dead end road?

A2. This Property belongs to White Oak Lumber Company, I understand there is a mill up here and normally White Oak keeps the gate locked, but you've got two railroad grades here, one on the front side of the pond and one down this way, and both those are open right down there at the church house. It is accessible to anybody.

Q3. A question was asked about burning.

A4. If you refer back to what I said on the Pre-Bid Conference check list, one of the requirements is the successful contractor has to have all the permits that are necessary. A burning permit is a permit that is required. If you get a burning permit you can burn woody debris on site. You can not burn any woody debris that has creosote on it, you can not burn tires or anything like that, but just woody debris and trees you can burn if you so desire.

Q4. About the lime, you said 40 tons, 40 tons per what?

A4. We have in the requisition to blend 40 tons of lime with the black material, prior to disposing of it per what it says in the specifications. That's not a per volume, it's the total amount of lime estimated that we will need.

Q5. This top area right here (coal car unloading facility), you're only going to reclaim from this point up and not the railroad grade back in here (to the northwest)?

A5. We are not going to do anything on the railroad grade back, we're just going to take this structure out and put it back in, and from here the railroad track is in our bonded area. From here forward we are not going to do anything but clean the debris up on it, seed it, and eliminate the sumps. There are 2 or 3 sumps associated with the coal truck dump area on top, that's along the railroad grade, just fill those in so that the water will flow right on through them.

Q6. Even the trees along the railroad grade will stay in place?

A6. I would like to leave every tree possible that you can leave that is not absolutely in your way.

Q7. You're not going to eliminate that wall (railroad grade highwall) right above your sump?

A7. That wall above is railroad grade highwall. we are not going to eliminate it. I will show you when we get up on top, on the coal stockpile area, what is to be eliminated.

Q8. This area in here (northwest corner of site, below coal car unloading facility) that regrades to sheet flow, if it has any black on it are you going to cover it?

A8. You will be required to regrade and topsoil everything. Every Inch of the permit that you work, you are going to have to put soil back on it, sufficient to maintain the vegetation we've got in the permit. We did not specify a thickness of it, but it's got to be sufficient so you can meet your vegetation requirements.

Q9. So, this ditch (northwest corner of site, east side of access road) going back down this bank, going down the ditch on this side, right up here we walked up, that's not going to have any particular slope on it?

A9. Everything that you grade has to be 2 to 1 slope or flatter. These slopes and existing banks, we're not going to do anything but clean the debris off of them, unless you go in there and peel all the trees off and then you're going to put it back to a 2 to 1 slope.

Q10. Can you use the elevated area below the coal car unloading structure for backfill material?

A10. You can utilize this if need be, to put up there. Again, if it's material that is black you have to put it in accordingly, according to what's in the requisition.

Q11. Earlier, I thought you said the rebar was removed subgrade, that was acceptable, but now you are saying take it all out?

A11. I'm telling you exactly what is stated in the requisition. Rebar must be removed to be flush with the concrete. Any steel in there must be removed to be flush with the concrete, so after you get it broke up you take a torch or saw and cut it flush with the concrete. Anything you cut off has to be disposed of, the rest you can bury since it is encapsulated in the concrete.

Q12. We can just blend this (highwall beside of loadout remnants) in and bring a 2 to 1 on around?

A12. Your lower slope has to be 2 to 1, what you're going to add to toe it out. Wherever you excavate down to still has to be a 2 to 1 slope. You just tie in to the vegetation and you have to step up and you have to do something to the upper area, and again, you end over here at the end of the brown rock.

Q13. Is this sump (on railroad grade, along access road to coal stockpile area) going to be removed?

A13. Yes, all sumps will be removed, the ditch line along the railroad track will stay.

Q14. Will all the drainage from the backfilled highwall (at coal stockpile area) be directed to the railroad ditch?

A14. Yes, the water flow will be directed to the ditch on the railroad grade. It has pipes at different intervals up through here. Do not take any pipes out of the railroad grade. However, our sumps on each side of the pipe in the access road going to the top, that pipe comes out and sumps are graded to ditch line elevation.

Q15. Will there be anything done here (railroad grade to the southwest of coal stockpile area access road) above the railroad grade?

A15. There will be nothing, whatsoever, done to the railroad highwall

Q16. The outlet end of that pipe (outlet pipe of Pond 1) is that our grade to meet, is that the sheet flow grade that we are coming to?

A16. No, sheet flow grade is to fill this up all the way if you want to. We do not want the railroad grade cut down to creek level, it is to drain to the creek. Minimize the amount you have to take this down and to give you guidance, you can take it down to the bottom of the pipe. That needs to be spread over a fairly long area, the length of the pond, so that it is truly sheet flow and not concentrated.

Q17. Where is your boundary on that end (on lower railroad grade near Pond 1)?

A17. See the big tree, right there, we'll make that our boundary and there is nothing to be done on the right side here. You are not supposed to be over in there on the creek side.

Q18. You did say that the pond (Pond 1) outlet pipe was to be removed?

A18. That pipe is to be removed and this area is to be filled in to sheet flow and that means spread over a large area and not concentrated.

Q19. A question was asked about a stormwater permit.

Q19. WVDEP applies for the stormwater permit and pays all fees associated with the permit, when I say fees I am talking about permit fees. The successful contractor is responsible on the ground for the requirements of that stormwater permit and any violations of that permit and any assessments. We will apply for a release as quickly as we meet the minimum requirements to discontinue it, because we pay for that and if you let it drag on into another year with the hope that you don't get your warranty extended. I'll note some of you are not familiar to me, there is a warranty on vegetation on this site on all our jobs, and it is 1 year from the signing (approval by WVDEP inspector) of the last invoice. When the last invoice that has vegetation on it is signed, that's when your 1 year warranty starts and you're responsible for that vegetation and any erosion associated with that for 1 year.



**BID BOND**

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for DEP 13714, Lodestar Energy Inc., according to plans and specifications.

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers this 5th day of November, 2007.

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

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Ross E. Johnson, 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*

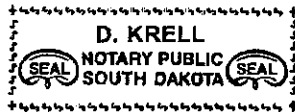
Paul T. Bruflat Senior Vice President

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 hereunto subscribed my name and affixed the seal of the said corporation this 5th day of November, 2007

WESTERN SURETY COMPANY



*L. Nelson*

L. Nelson, Assistant Secretary

STATE OF WEST VIRGINIA  
Purchasing Division

156

**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](http://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: Kelly Carpenter Date: 11-6-07