



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
DEP13016

PAGE
1

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

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

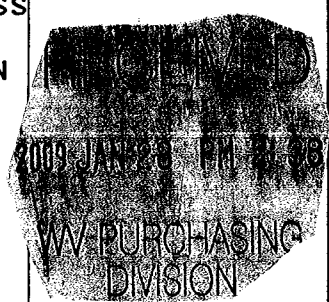
SISSONVILLE WV 25360-0015

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/06/2008				

BID OPENING DATE: **01/21/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73	ADDENDUM #3 \$	439,002.00
<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 FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF BELLE CONTRACTING, INC, NOW UNDER REVOKED PERMIT NUMBER(S) S-6020-87. THIS SITE CONSISTS OF APPROXIMATELY 5 ACRES AND IS LOCATED NEAR BANCROFT, WV IN PUTNAM COUNTY.</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 11/19/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBI CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: FROM NITRO EXIT OF I-64, TAKE RT 25N FOR APPROX .8 MILES UNTIL IT MERGES WITH RT 62N. CONTINUE ON RT 62 FOR APPROX 1.8 MILES INTO POCA. CROSS THE POCA RIVER AND TAKE FIRST RIGHT (HEIZER CREEK ROAD CR 27) AFTER CROSSING BRIDGE AND GO 1.5 MILES AND TURN LEFT ONTO MANILLA CREEK ROAD (CR5). TRAVEL 1.1 MILES, TURN RIGHT ACROSS SMALL BRIDGE TO MINE SITE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Kelley Carpenter</i>	984-1115	1-29-09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>President</i>	350693493		

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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PUTNAM COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p>						

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<p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE</p>						

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<p>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 AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED</p>						

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				<p>SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p>		
				REV. 10/01/01		

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

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<p>SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: center;">DEP13016</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ✓</p> <p>NO. 2 ✓</p> <p>NO. 3 ✓</p> <p>NO. 4 </p> <p>NO. 5 </p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p>						

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<i>President</i>	550693493		

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<p><i>304-984-2770</i></p> <hr/> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p><i>Randy Carpenter 984-1115 643-1726</i></p>						
<p>***** THIS IS THE END OF RFQ DEP13016 ***** TOTAL:</p>						

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SIGNATURE <i>KC</i>	TELEPHONE	DATE <i>1-29-09</i>
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BUYER CB-23	PAGE 012	REQ. OR PO NO. DEP13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Belle Contracting, Inc., Permit S-6020-87, 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. Storm Water Public Notice Sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is 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 # 7.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Revegetation and soil improvements is required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 4.0) note: elevations of treatment unit, treatment ponds and ditches are critical items and construction mapping will be required prior to construction.
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. Construct temporary stream crossing, consisting of four (4) twenty four inch (24") culverts covered with clean rock fill, to an elevation well below the surrounding stream banks so that any storm flow will not cause upstream flooding. This crossing shall be removed upon completion of job, or sooner if it is no longer needed. The cost of the four (4) culverts and placement of culverts and clean rock fill shall be incidental to the cost of constructing the "temporary stream crossing" (See attached design specifications.)
7. Construct approximately seven hundred fifty feet (750 LF) of sandstone rip-rap grouted trapezoidal stream channel from head of stream at permit boundary, downstream to a point near the 60 inch culvert. The cost of the sandstone, grout, and construction shall be incidental to the cost of constructing "fresh water stream channel "AA" (See attached design specifications.)
8. Construct approximately three hundred feet (300 LF) of sixty inch (60") diameter ASTM F894 type s pipe to carry the stream past the treatment facilities. The upstream end of this pipe shall have grouted rip-rap headwalls with steel trash rack and the downstream end shall have rip-rap wingwalls. The stream channel shall be excavated to accept the pipe at a 2% slope and the pipe shall be bedded with a twelve (12) inch layer of number fifty-seven (57) limestone. Clean fill shall be placed and compacted over the pipe to bring the elevation up to a level adequate to allow for the construction of the treatment ponds. Cost of the sixty inch (60") diameter pipe, the grouted rip-rap headwall with steel trash rack, the rip-rap wingwalls, the number 57 limestone bedding and the placement shall be incidental to the cost of the "sixty inch (60") culvert" (See attached design specifications.)

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9. Complete a cut and fill, in the area of the treatment pond construction, of approximately thirteen hundred cubic yards (1300 cy) to bring the area to the proper elevation for treatment ponds numbers One (1), Two (2), and Alkalinity Cell Two (2). The cost of the cut and fill shall be incidental to the cost of the "cut and fill for pond area" (See attached design specifications.)
10. Construct two (2) mine seals (wet type) consisting of a bulk head which completely fills each mine opening and both seals will consist of two (2) twelve inch (12") diameter perforated schedule 40 pvc pipes surrounded by three inch (3") to six inch (6") clean sandstone extending into the mine a minimum distance of six feet (6'), filling the void from ceiling to floor. The seals shall be wrapped in filter fabric. The twelve inch (12") pipes shall discharge into limestone rip-rap ditch "A". The cost of the twelve inch (12") pipe, the clean sandstone and the filter fabric shall be incidental to the cost of the "two deep mine wet seals" (See attached design specifications.)
11. Construct approximately six hundred twenty five feet (625 LF) of limestone rip-rap trapezoidal channel "A" to collect and convey bench and wet seal discharge drainage to the "alkalinity cell no. One (1)". This ditch shall be keyed into the base of the "backstack" and shall be lined on the bottom and outslope with HDPE "poly-flex" sixty (60) mil. or equivalent liner with seams fused on site so it will not leak. The cost of the limestone, liner, and excavation and placement shall be incidental to the cost of "trapezoidal channel "A". (See attached design specifications.)
12. Construct "alkalinity cell number one (1)" with limestone rip-rap entrance channel from ditch "A" and limestone rip-rap exit channel to ditch "B". This cell shall be lined with an HDPE "poly-flex" liner with sixty (60) mil thickness or equivalent that shall be fused on site so that it will not leak. The cell will consist of one foot (1') of number eight (#8) limestone on the bottom covered by three feet (3') of number fifty seven (#57) limestone gravel and shall have two (2) check dams dividing the cell constructed of limestone rip-rap. The cost of the rip-rap entrance and exit channel, the sixty (60) mil HDPE liner, and the limestone shall be incidental to the cost of constructing the "alkalinity cell "1" (See attached design specifications.)
13. Construct approximately three hundred feet (300 LF) of limestone rip-rap "V" ditch "B" from the alkalinity cell "1" to the headwall "A" of pond "1" this ditch shall be lined with a "poly-flex" sixty (60) mil or equivalent liner with seams fused on site so that it will not leak. The cost of the limestone, liner, excavation and placement shall be incidental to the cost of "V-ditch "B".. (See attached design specifications.)
14. Construct concrete Headwall "A" and install two (2) six inch (6") diameter HDPE DR 17 pipes. One pipe shall report to Pond One (1) Headwall "B", the second six inch (6") HDPE DR 17 pipe shall report to Pond Two (2), Headwall "F". One positive seal cap shall be supplied for alternating use on these six inch (6") pipes. The cost of this headwall and positive seal cap shall be incidental to the cost of "concrete headwall "A" (See attached design specifications)
15. Construct pond one (1), pond "1" concrete Headwall "B", pond "1" concrete discharge Headwall "C" with one six inch (6") diameter HDPE DR 17 pipe. Pond "1" shall be lined with an HDPE "poly-flex" liner with a 60 mil. thickness or equivalent that shall be fused on site and not leak. Two (2) floating baffle curtains shall be placed across the pond, dividing it into three (3) equal sections from influent to effluent. The cost of the Pond "1" Concrete Headwall "B", Pond "1" Concrete Discharge Headwall "C" with one (1) six inch (6") diameter HDPE DR 17 pipe, the liner system, and the baffle curtains shall be incidental to the cost of "Pond 1". (See attached design specifications.)
16. Construct approximately two hundred fifty lineal feet (250 LF) of six inch (6") diameter HDPE DR 17 pipe from headwall "A" to Pond Two (2) concrete Headwall "F". The cost of this pipe shall be incidental to the cost

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of pond and cell HDPE DR 17 piping. (See attached design specifications.)

17. Construct alkalinity cell two (2), alkalinity cell "2" concrete one hole Headwall "D", alkalinity cell "2" concrete discharge Headwall "E" with two (2) six inch (6") diameter HDPE DR17 pipes and one (1) six inch (6") diameter positive seal cap. Alkalinity cell "2" shall be equipped with an HDPE "poly-flex liner with a 60 mil. Thickness or equivalent that shall be fused on site and not leak. This cell will be constructed the same as cell number one (1). The cost of the Alkalinity Cell "2" Concrete Headwall "D", the Concrete Discharge Headwall "E" with two (2) six inch (6") diameter HDPE DR 17 discharge pipes and one (1) six inch (6") diameter cap, the liner system, and limestone shall be incidental to the cost of constructing "alkalinity cell "2" (See attached design specifications.)
18. Construct approximately seventy lineal feet (70 LF) of six inch (6") diameter HDPE DR 17 pipe from pond "1" discharge Headwall "C" to alkalinity cell "2" concrete Headwall "D". The cost of this pipe shall be incidental to the cost of "pond and cell HDPE 17 piping" (See attached design specifications.)
19. Construct pond two (2), and pond "2" concrete two hole Headwall "F", for six inch (6") diameter HDPE DR 17 pipe. Pond "2" shall be equipped with an HDPE "poly-flex liner with a 60 mil thickness or equivalent that shall be fused on site and not leak. Two (2) floating baffle curtains shall be placed across the pond dividing it into three (3) equal sections from influent to effluent. The cost of the concrete two hole Headwall "F" for six inch (6") diameter HDPE DR 17 pipe, the liner system and the baffle curtains shall be incidental to the cost of constructing Pond "2". (See attached design specifications.)
20. Construct approximately seventy feet (70 LF) of six inch (6") diameter HDPE DR 17 pipe from alkalinity cell two (2) concrete headwall "E" to pond "2" Concrete Headwall "F". The cost of this pipe shall be incidental to the cost of "pond and cell HDPE 17 piping" (See attached design specifications.)
21. Construct approximately one hundred fifty feet (150 LF) of six inch (6") diameter HDPE DR 17 pipe from alkalinity cell two (2) concrete headwall "E" to the limestone ditch "C". The cost of this pipe shall be incidental to the cost of "pond and cell HDPE 17 piping" (See attached design specifications.)
22. Construct approximately three hundred feet (300 LF) of open limestone rip-rap channel "C" from pond "2" to existing pond "3". The cost of the limestone and construction of this ditch shall be incidental to the cost of "V-ditch C" (See attached design specifications.)
23. Clean out and restore capacity of existing pond three (3) and restore proper drainage to upper end of this pond. This requires that the existing stream channel at the upper end of this pond will have to be routed past the pond and not allowed to discharge into it. The cost of this shall be incidental to "Repair existing pond entrance channel and dike" (See attached design specifications.)
24. Construct approximately fifty feet (50LF) of open limestone "v-ditch "D" from Existing pond "3" to the fresh water stream channel "BB". The cost of the limestone and construction of this ditch shall be incidental to the cost of "V-ditch "D" (See attached design specification.)
25. Construct approximately two hundred feet (200 LF) of sandstone creek channel from the lower end of the sixty (60) inch culvert, to a point just below the discharge of V-ditch "D" the cost of this sandstone creek channel shall be covered by fresh water stream channel "BB" (See attached Specifications.)
26. Construct two (2) sludge drying cells. Each Sludge Drying Cell shall be constructed with an under drain collection system consisting of a one foot (1') thick layer of Ohio river valley sand over a two foot (2') thick

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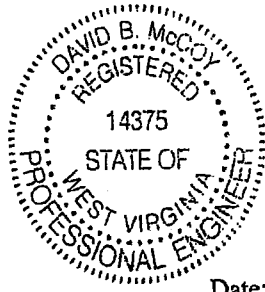
- layer of number four (#4) clean sandstone with three (3) six inch (6") HDPE DR 17 perforated under drain lines. The two foot (2') layer of sandstone will be wrapped in filter fabric. Install connections and collection lines for both cells with six inch (6") stainless steel knife valves in valve boxes below the level of the under drain system. Tie the lines together below the valves with an HDPE DR 11 "Y" into one (1) six inch (6") HDPE DR 17 collection line that will discharge into Ditch "B" at the headwall "A" to "pond 1". The construction of the cells, the Ohio River Valley sand, sandstone, six inch (6") perforated HDPE DR 17 pipe, filter fabric, connections, stainless steel knife valves, valve boxes and "Y" shall be incidental to the cost of sludge drying cells "1" and "2". (See attached design specifications.)
27. Construct approximately two hundred fifty feet (250LF) of six inch (6") diameter HDPE DR 11 sludge pump line one (1) from Pond "1" to Sludge Drying Cell One (1) Concrete Splash Pad. The Pond "1" end of the sludge pump line one (1) shall be equipped with a stainless steel cam-lock connection. The cost of the six inch (6") HDPE DR 11 pipe, installation, stainless steel cam-lock connections and concrete splashpad shall be incidental to the cost of the "sludge pump line "1"(See attached design specifications.)
 28. Construct approximately two hundred feet (200 LF) of six inch (6") diameter HDPE DR 11 sludge pump line two "2" from Pond "2" to the concrete splash pad at Sludge Cell "1". The Pond "2" end of sludge pump line two "2" shall be equipped with a stainless steel cam-lock connection. The cost of the HDPE DR 17 pipe, installation, and Stainless steel cam-lock connection shall be incidental to the cost of sludge pump line "2". (See attached design specifications.)
 29. Construct approximately three hundred feet (300 LF) of six inch (6") diameter HDPE DR 17 sludge dewatering return line from the sludge drying cells to headwall "A" at pond one "1". The cost of the HDPE DR 17 pipe and installation shall be incidental to the cost of sludge return dewatering line. (See attached design specifications)
 30. Provide, spread, and compact with equipment, approximately seven hundred (700) tons of one and one half inch (1 1/2") crusher run limestone with nine hundred seventy five feet (975 LF) of woven fabric underlay on the existing access road. The cost of the limestone and fabric shall be incidental to the cost of the main access road. (See attached design specifications.)
 31. Construct approximately twelve hundred fifty feet (1250 LF) of access road from the end of existing access road to the alkalinity cell "1" and to the sludge dying cells. Provide, spread, and compact with equipment approximately five hundred fifty (550) tons of one and one half inch (1 1/2") crusher run limestone with woven fabric underlay on these roads as configured in the details. Road shall have ditching on uphill side and twelve inch (12") cmp crossover pipe at lowest point. The cost of the limestone, woven fabric underlay, construction, installation and one twelve inch (12") cmp shall be incidental to the cost of the alkalinity and sludge cell roads. (See attached design specifications.)
 32. Install approximately seventeen hundred feet(1700 LF) of forty-eight inch (48") wire mesh fencing, with two (2) strands of barbed wire on top around the site. Two (2) gates will be installed at areas designated on site plan attachment. The gates, wire fence, barbed wire, and posts will be inclusive of the cost of the fence and gates. (See attached design specifications.)
 33. Remove structures and debris from site. The cost of this shall be incidental to the cost of structure and debris removal.
 34. Track and or regrade all disturbed areas prior to revegetation. The cost of this regrading shall be incidental to the regrading and topsoiling.

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35. Revegetate with seed, lime and fertilizer approximately 5 acres of disturbed area with attached species. The cost of the seed, lime, and fertilizer shall be incidental to the revegetation.

I, David B. McCoy, the undersigned, hereby certify ¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.



David B. McCoy

Date: 9-18-08

Registered Professional Engineer WV No. 14375

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

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 VENDOR: Carpenter Reclamation, Inc.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>BELLE CONTRACTING, INC.</u>				
PERMIT NUMBER(S): <u>S-6020-87</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>5,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1.00</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>20,000.00</u>
3.1	LUMP SUM	<u>REPAIR EXISTING BRIDGE AND APPROACHES</u>	LUMP SUM	\$ <u>10,000.00</u>
3.2	LUMP SUM	<u>TEMPORARY STREAM CROSSING</u>	LUMP SUM	\$ <u>1.00</u>
4.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>2,000.00</u>
5.0	LUMP SUM	<u>REGRADE AND TOPSOIL</u>	LUMP SUM	\$ <u>15,000.00</u>
<u>REVEGETATION</u>				
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>2,500.00</u>
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>2,500.00</u>
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>2,500.00</u>
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>2,500.00</u>
7.0	<u>500</u> LF	<u>HAYBALES</u> (Max. Bid \$5.00 Per LF)	<u>4.00</u> LF	\$ <u>2,000.00</u>

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 VENDOR: *Carpenter Reclamation Inc.*

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
8.0		<u>SANDSTONE RIP-RAP CHANNEL</u>		
8.1	LUMP SUM	<u>FRESH WATER GROUTED STREAM CHANNEL "AA"</u>		\$ <u>40,000.00</u>
8.2	LUMP SUM	<u>FRESH WATER STREAM CHANNEL "BB"</u>		\$ <u>10,000.00</u>
9.0		<u>OPEN LIMESTONE CHANNEL</u>		
9.1	LUMP SUM	<u>TRAPIZOIDAL CHANNEL "A"</u>		\$ <u>17,000.00</u>
9.2	LUMP SUM	<u>V-DITCH "B"</u>		\$ <u>12,000.00</u>
9.3	LUMP SUM	<u>V-DITCH "C"</u>		\$ <u>12,000.00</u>
9.4	LUMP SUM	<u>V-DITCH "D"</u>		\$ <u>3,000.00</u>
10.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
10.1	LUMP SUM	<u>REPAIR EXSITING POND ENTRANCE CHANNEL AND DIKE</u>		\$ <u>10,000.00</u>
11.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>		\$ <u>4,000.00</u>
12.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	.00
13.0		<u>CONSTRUCTED WATER TREATMENT STRUCTURES</u>		
13.1	LUMP SUM	<u>ALKALINITY CELL NO. 1</u>		\$ <u>20,000.00</u>
13.2	LUMP SUM	<u>ALKALINITY CELL NO. 2</u>		\$ <u>20,000.00</u>
13.3	LUMP SUM	<u>POND 1</u>		\$ <u>20,000.00</u>
13.4	LUMP SUM	<u>POND 2</u>		\$ <u>20,000.00</u>
13.5	LUMP SUM	<u>POND AND CELL HDPE DR 17 PIPING</u>		\$ <u>15,000.00</u>
13.6	LUMP SUM	<u>CONCRETE HEADWALL "A"</u>		\$ <u>5,000.00</u>

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 VENDOR: Carpenter Reclamation Inc.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
14.0	<u>SLUDGE DRYING CELLS</u>		
14.1	LUMP SUM <u>SLUDGE DRYING CELL #1</u>	LUMP SUM	\$ <u>20,000.00</u>
14.2	LUMP SUM <u>SLUDGE DRYING CELL #2</u>	LUMP SUM	\$ <u>20,000.00</u>
14.3	LUMP SUM <u>SLUDGE PUMP LINE ONE</u>	LUMP SUM	\$ <u>20,000.00</u>
14.4	LUMP SUM <u>SLUDGE PUMP LINE TWO</u>	LUMP SUM	\$ <u>10,000.00</u>
14.5	LUMP SUM <u>SLUDGE RETURN (DEWATERING) LINES</u>	LUMP SUM	\$ <u>10,000.00</u>
15.0	LUMP SUM <u>CONSTRUCTED FENCE AND GATE</u>	LUMP SUM	\$ <u>10,000.00</u>
16.0	<u>CONSTRUCTED ACCESS ROADS</u>		
16.1	LUMP SUM <u>ALKALINITY AND SLUDGE CELL ROADS</u>	LUMP SUM	\$ <u>20,000.00</u>
17.0	LUMP SUM <u>TWO DEEP MINE WET SEALS (Acid producing seam)</u>	LUMP SUM	\$ <u>10,000.00</u>
18.0	LUMP SUM <u>60 INCH STREAM CULVERT</u>	LUMP SUM	\$ <u>40,000.00</u>
19.0	LUMP SUM <u>CUT AND FILL FOR POND AREA</u>	LUMP SUM	\$ <u>10,000.00</u>
	<u>TOTAL</u>		\$ <u>439,000.00</u>

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, 3.1, 3.2, 16.1, 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.

3.0, 3.1, 3.2, 16.1, 16.2 ENGINEERING FABRIC (FILTER FABRIC)

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

Engineering Fabric for Subsurface Drainage and Separation:

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

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

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

3.1, 13.2, 13.3, 13.4, 13.6 CLASS B CONCRETE

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

4.0 CONSTRUCTION STAKEOUT

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

A. MATERIALS

Wooden stakes and other marking materials as described herein.

B. CONSTRUCTION METHODS

B(1). The Contractor shall locate and reference the construction baseline within the limits of work (where applicable) 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.

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Elevation control hubs with guard stakes shall be set, at a convenient distance outside the construction limits, and at all stations where original cross-sections are taken. The centerline station, the distance from centerline, and the elevation of the hub shall be recorded on each guard stake

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

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

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

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

5.0 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 shall 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

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.

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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.

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.

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SOUTH MIX

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

7.0 SEDIMENT CONTROL

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

1. Silt fencing shall be used for sediment control in these areas. The silt fencing and installation of the fencing shall meet all applicable requirements of Section 715.11.5 and 642.6 of the West Virginia Division of Highways Standard Specifications for Road and Bridges. Adopted 2000.
2. The contractor shall remove silt fencing after the WVDEP approves the revegetation and prior to the final inspection.
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 sediment fence/haybale dikes.
4. During the course of the project, sediment control structures shall be maintained in sound condition and accumulations of silt, which may threaten their effectiveness, shall be removed. Silt removed from the sediment control structures shall be taken to a WV DEP approved disposal area.

8.2 RIPRAP DITCH, STREAM EMBANKMENT PROTECTION

Provide all materials, excavate and construct Ditch as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. Ditches shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions. No separate payment for construction stakeout will be made.

Riprap (Designed)

The riprap shall be composed of a well-graded mixture down to the 1 inch size particle, such

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

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

Open limestone channels shall use limestone riprap.

Riprap (Standard)

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

8.1 GROUTED RIPRAP CHANNEL

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

The grout filler shall be composed of a mixture of one part Portland cement and three parts sand, mixed with water to produce a workable consistency. The stone shall be thoroughly wet immediately before grout is applied. As soon as the grout is deposited on the surface, it shall be thoroughly worked into the joints providing 100% penetration. The stones shall then be brushed so that their top surfaces are exposed.

9.1, 9.2, 9.3, 9.4 OPEN LIMESTONE CHANNEL

Provide all materials, excavate and construct Ditch as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Limestone riprap to be used shall have a minimum 75% calcium carbonate equivalent. Ditches shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions. (See rip-rap specifications

11.0 STRUCTURE AND/OR DEBRIS REMOVAL

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

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12.0 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.

13.1, 13.2 OPEN LIMESTONE ALKALINITY CELLS

Provide all materials, excavate and construct Cells as indicated on the attached typical plans, cross-sections, specifications, and as discussed at the Pre-Bid Showing. Limestone Number eight (8) and Number fifty seven (#57) gravel is to be used on the floor of the cells and standard Limestone riprap is to be used for construction of the check dams. Length and width of cells will be determined by site conditions and DEP representative on site. (See specifications and typicals)

13.3, 13.4 CONSTRUCTED WATER TREATMENT STRUCTURES

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

13.1, 13.2, 13.3, 13.4, 13.5, 14.1, 14.2, 14.3, 14.4, 14.5 HIGH DENSITY POLYETHYLENE PIPE (HDPE)

Furnish all labor, equipment, and materials to excavate, install, and backfill all piping as indicated on the attached typical plans, cross-sections, specifications, and as discussed at the Pre-Bid Showing. This includes all piping and cleanouts between all ponds, and all HDPE DR17 pipe associated with sludge pumping lines and Drying Cells One (1) and Two (2). All polyethylene pipe and fittings, including but not limited to cleanouts, shall be manufactured from high-density compounds in accordance with ASTM D 3350. Install all piping to the general alignment as shown on the drawings. Installation shall be in a manner minimizing the number of joints. All HDPE DR17 pipe shall be fused on site and conform to ASTM D 3261. Pipe backfill material in contact with pipe shall consist of select fill or sand. Piping will be paid for at the contract lump sum price. Pipe trench excavation and backfill is incidental to this work, and no separate payment will be made for backfill.

14.1, 14.2 SLUDGE DRYING CELLS

Provide all equipment, labor and materials to construct sludge drying cells according to the attached typicals and technical specifications. Prior to any payment/invoicing, the sludge cells will be tested for any leakage and approved by DEP.

15.0 CONSTRUCTED FENCE

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

16.2, 18.0 CULVERTS

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

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

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

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

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

17.0 DEEP MINE SEALS [Wet Type (Acid Producing Seams)]

A seal shall be constructed to conform to the plans and specifications as shown in drawing titled "Typical Wet Seal Drawing". Payment of each seal is for complete installation and verification by DEP performance with photo.

18.0 60 INCH STREAM CULVERT

A sixty inch (60") diameter corrugated plastic type culvert shall be placed in the stream according to the attached specifications. This work is to be done to carry the stream through the treatment area, while enlarging the same area to facilitate construction of the treatment ponds and cells.

19.0 CUT AND FILL

Fill material shall be cut from the North side of the site in the area of the sludge drying cell construction. This material shall be used as fill on the South side of the stream in the area that pond one and two and alkalinity cell two shall be built, and as fill over the sixty inch (60") culvert.

This fill material shall be placed and compacted for adequate stabilization of the treatment units to be built on it.

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BID PREPARATION INFORMATION

HISTORICAL INFORMATION

Prospective bidders may review files at the West Virginia Department of Environmental Protection, Charleston, WV office. 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. Consider foot travel over rough terrain and/or inclement weather may be required.

VIDEO

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

INTENT OF CONTRACT

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

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

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.

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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.

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.

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PERMITS, LICENSES AND TAXES

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

CONCURRENT RECLAMATION

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

WATER QUALITY CONTROL

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.

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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.

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/DEMOLIBILIZATION 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.

FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

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

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

REVEGETATION AND WARRANTY

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

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Reclamation Regulations will apply.

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

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

CONTRACT NON-COMPLIANCE

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

CONTRACT DELETIONS

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

CANCELLATION

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

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

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

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

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

General Requirements

Project Construction Sign

Work Required

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

Materials

- (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 3/4" 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 detail drawing. One (1) sign is required and is to be located at the direction of WV DEP.

- (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.

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

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

BUYER CB-23	PAGE 14	DEP13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



Joe Manchin, III,
Governor



Randy C. Huffman,
Cabinet Secretary



Ken Ellison,
Director

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Land Restoration
Office of Special Reclamation

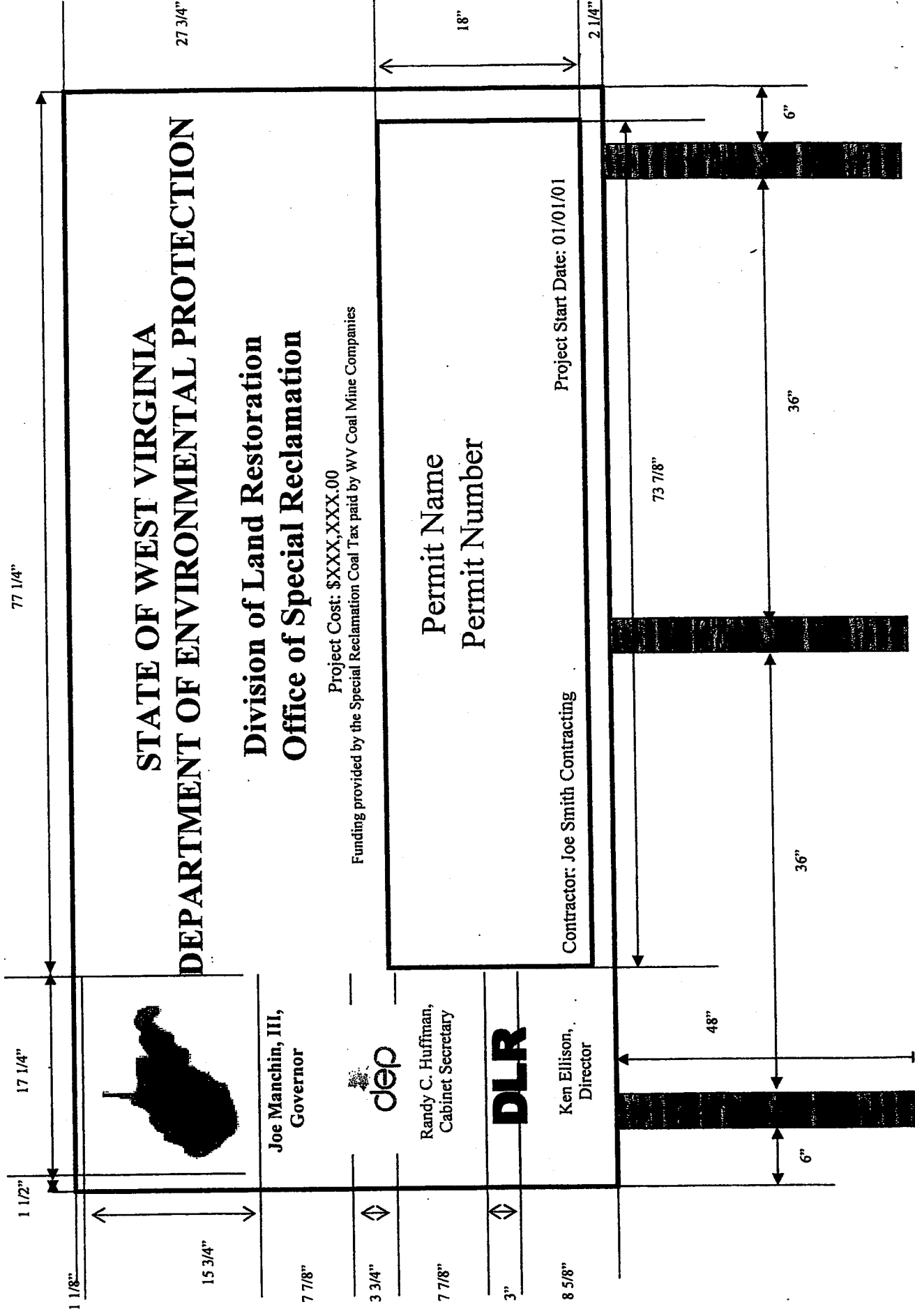
Project Cost: \$XXX,XXX.00
Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

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

Contractor: Joe Smith Contracting

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

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WV-36a

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

REV. 1/29/02

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

96"



Joe Manchin, III,
Governor

48"



Randy C. Huffman,
Cabinet Secretary



Ken Ellison,
Director

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation

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

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


7 7/8"

9 3/8"

81 3/8"

5 1/4"

BUYER	DEP13016
CB-23	
SPENDING UNIT	
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



Joe Manchin, III,
Governor

dep

Randy C. Huffiman,
Cabinet Secretary

DLR

Ken Ellison,
Director

STATE OF WEST VIRGINIA

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration

Office of Special Reclamation

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

Permit Name

Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01



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

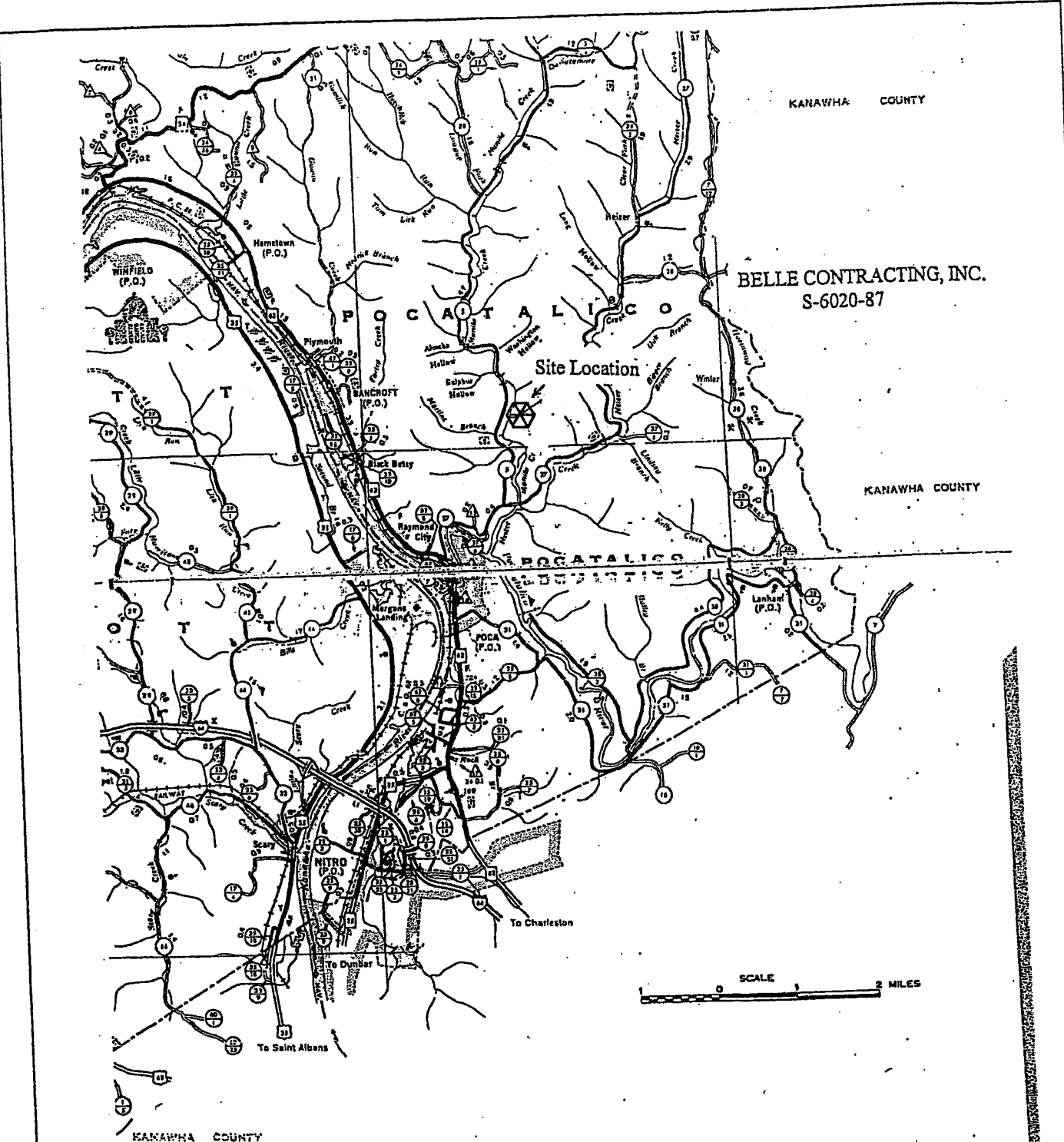
BUYER CB-23...	PAGE 039	REQ. OR PO NO DEP. 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



OFFICE OF SPECIAL RECLAMATION	
SITE LOCATION MAP BELLE CONTRACTING S-6020-87	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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

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BELLE CONTRACTING, INC.
S-6020-87

Putnam County

OFFICE OF SPECIAL RECLAMATION

SITE LOCATION MAP
 BELLE CONTRACTING S-6020-87

SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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

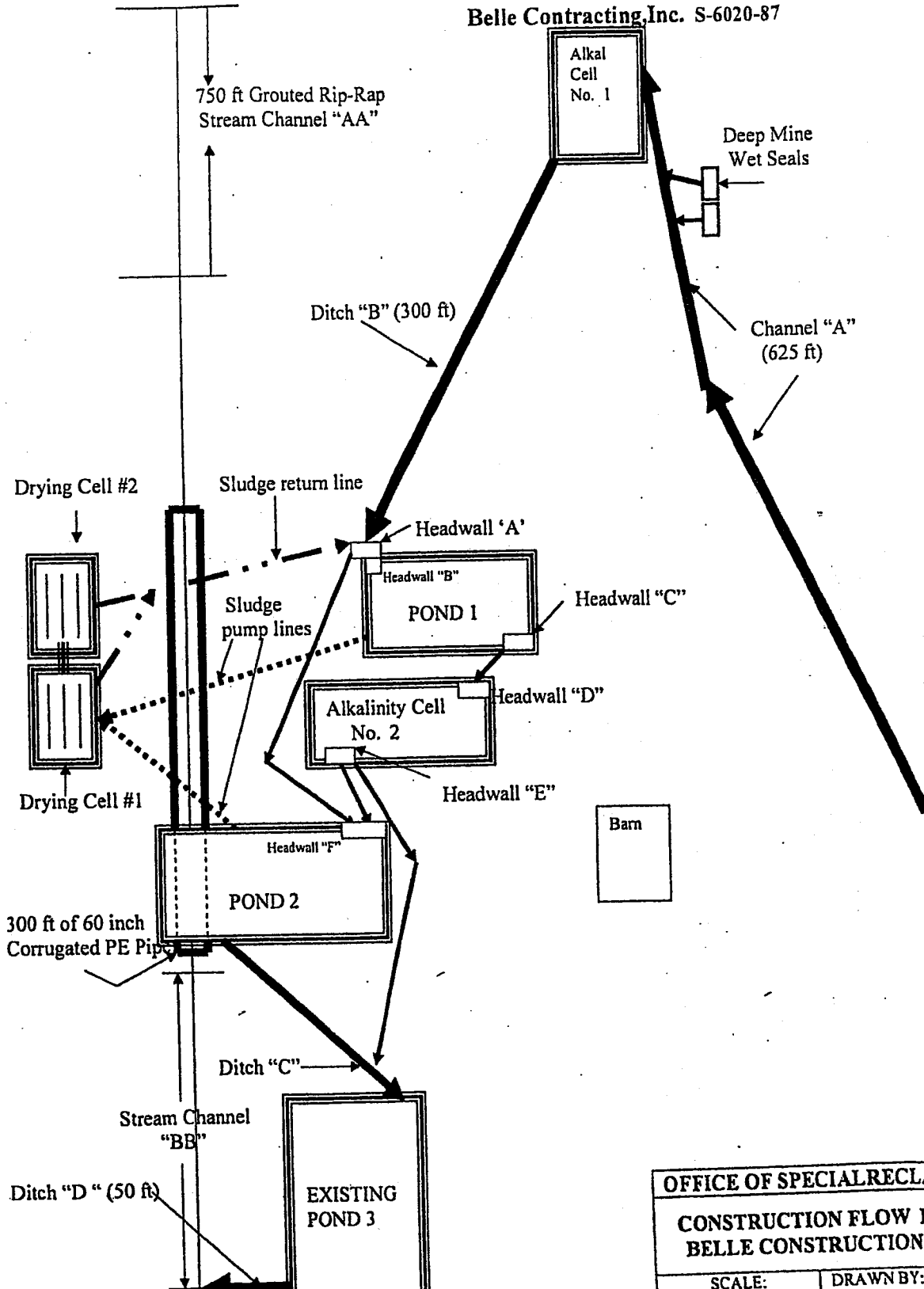
BUYER CB-23	PAGE 011	REQ. OR PO NO DEP. 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

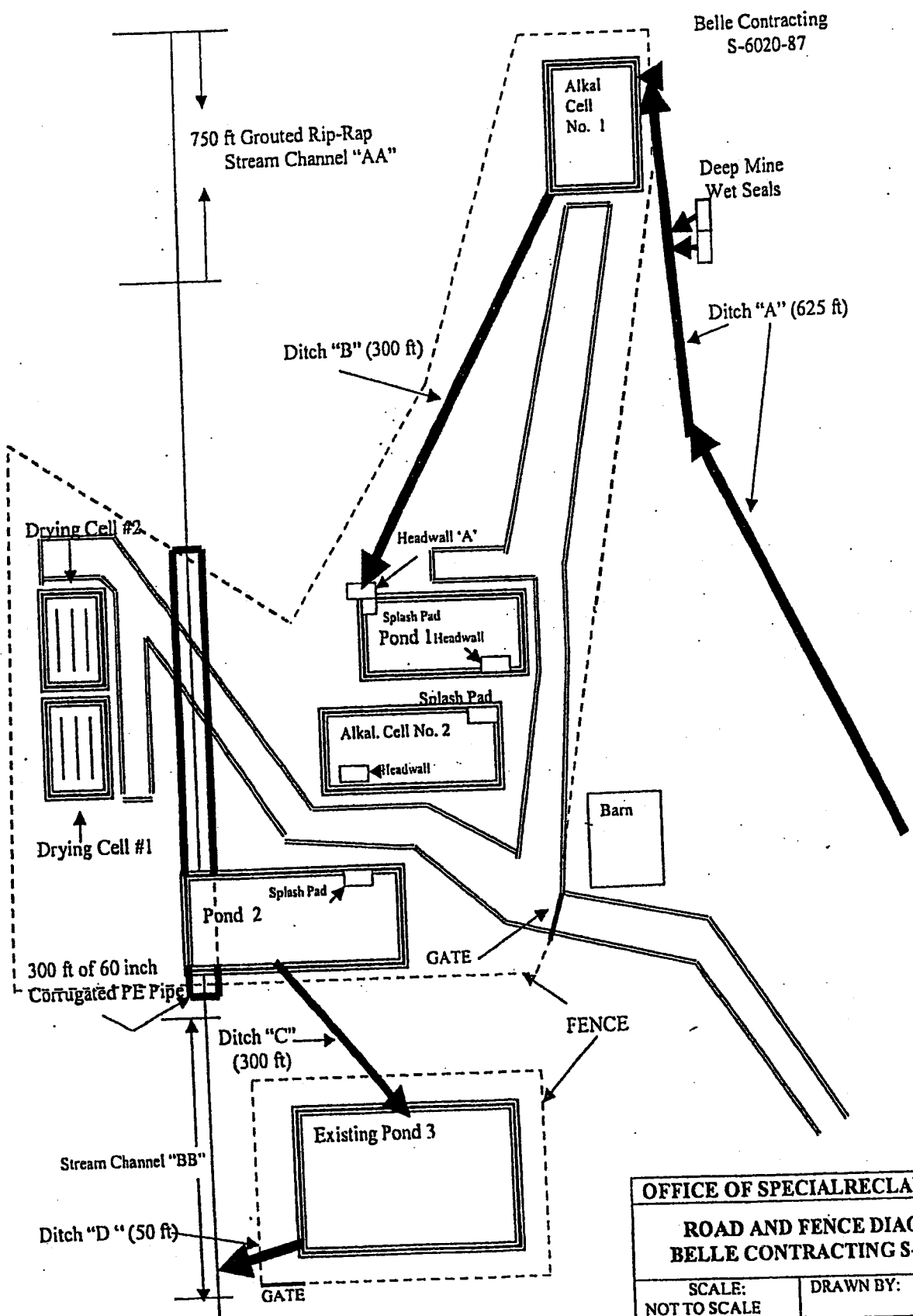
BELLE CONTRACTING, INC.
S-6020-87

**From Nitro exit of I-64 take Rt. 25 North towards Poca for approximately .8 miles
Until it merges left onto Rt. 62 North. Continue on Rt. 62 North for approximately
1.8 miles into the town of Poca. Cross the Poca River at the lower end of Poca and
take the first right after crossing the bridge (Heizer Creek Road) County Rt. 27.
Continue on Heizer Creek Road for 1.5 miles and then turn left onto Manilla Creek
Road (County Rt. 5). Continue on Manilla Creek Road for 1.1 miles. Turn right
Across a small bridge to the mine site.**

OFFICE OF SPECIAL RECLAMATION	
SITE DIRECTIONS TO BELLE CONTRACTING, INC. S-6020-87	
SCALE: NOT TO SCALE	DRAWN BY:

Belle Contracting, Inc. S-6020-87



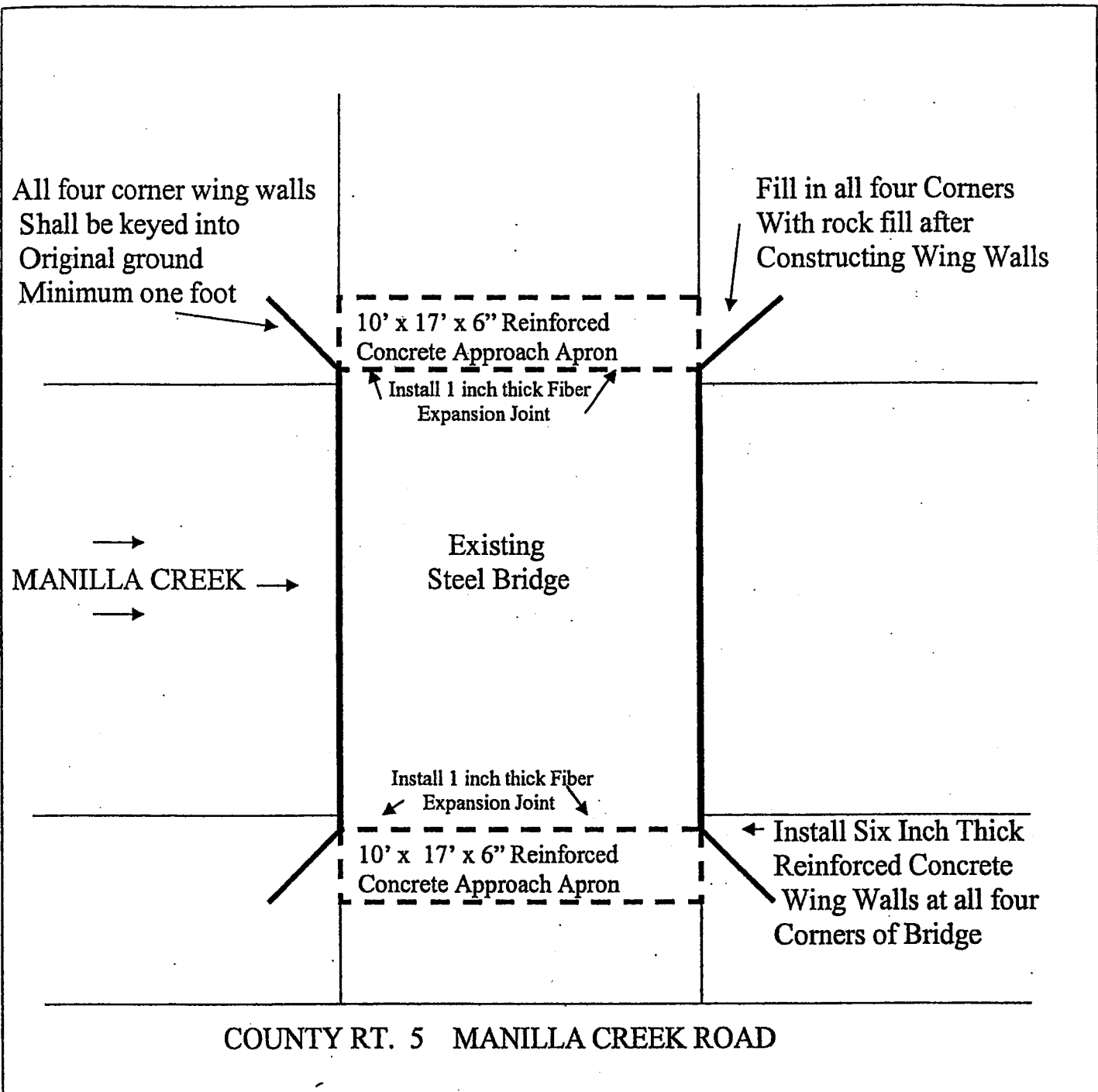


Belle Contracting
S-6020-87

OFFICE OF SPECIAL RECLAMATION	
ROAD AND FENCE DIAGRAM	
BELLE CONTRACTING S-6020-87	
SCALE: NOT TO SCALE	DRAWN BY:
PROJECT NO:	

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

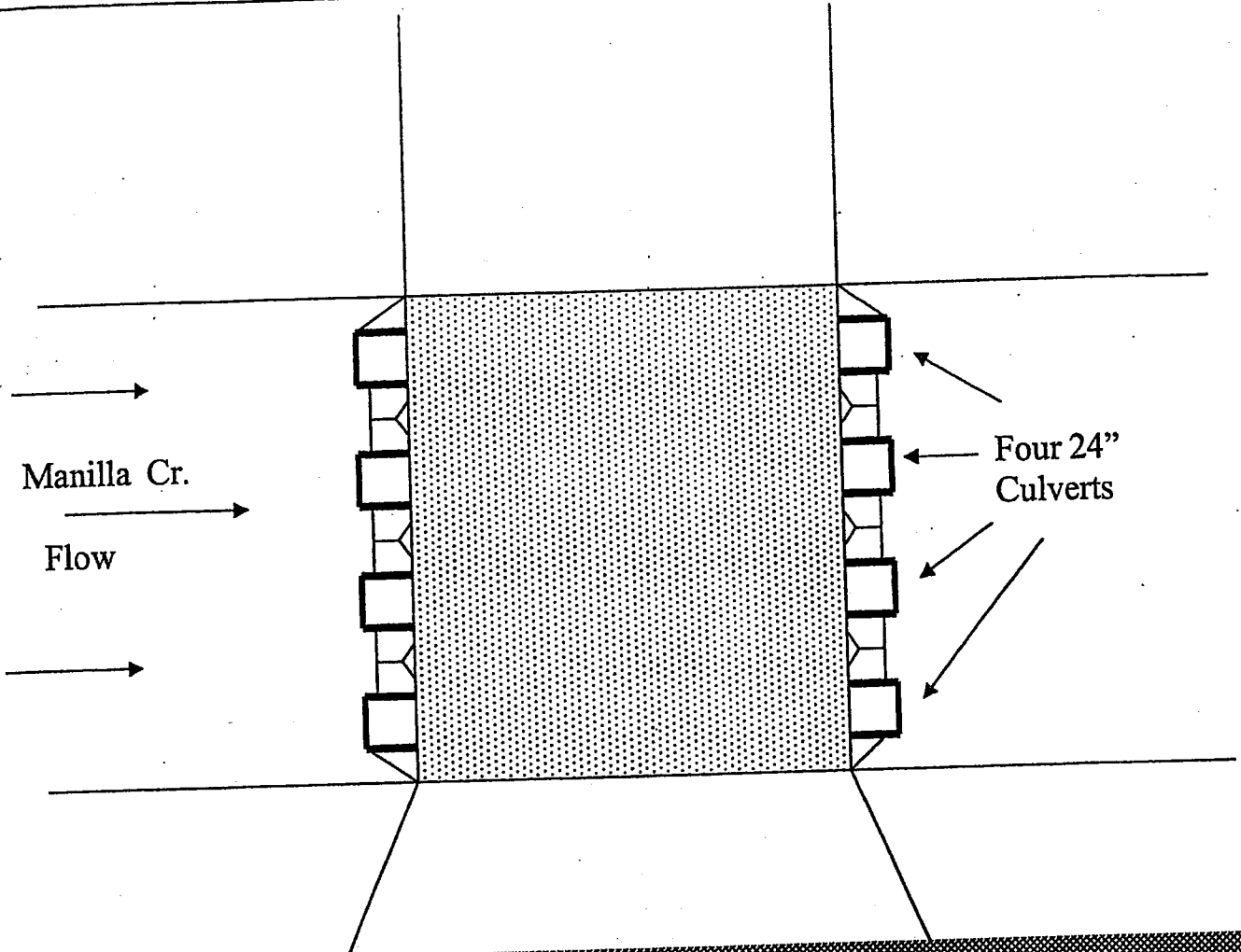
BUYER CB-23	PAGE 145	REQ. OR PO NO DEP. 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



Concrete Reinforced Walls Shall be Six Inches Thick With One Mat of No. 4 Rebar on Six Inch Centers. The Poured Concrete Approach Aprons Shall be Reinforced With No. 4 Rebar on Six Inch Centers.

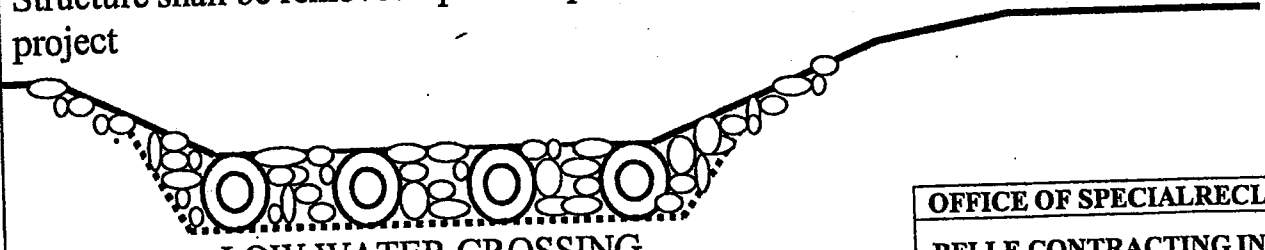
OFFICE OF SPECIAL RECLAMATION	
BELLE CONTRACTING BRIDGE REPAIR	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23...	PAGE 046	REQ. OR PO NO DEP.13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



COUNTY RT. 5 MANILLA CREEK RD.

Temporary stream crossing shall be constructed of clean stone fill (3 – 12 inch) over and between the culverts to an elevation well below the top of the stream banks so that any high storm flow will be able to go over the crossing to prevent upstream flooding. Structure shall be removed upon completion of job or when it is no longer needed during project



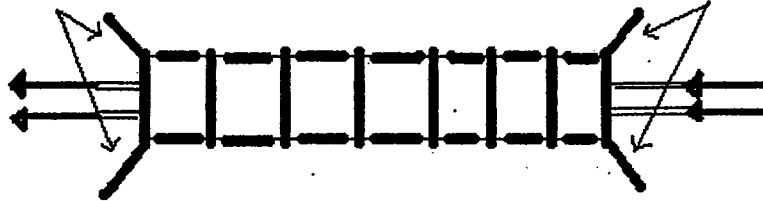
LOW WATER CROSSING

OFFICE OF SPECIAL RECLAMATION	
BELLE CONTRACTING INC. S-6020-87	
TEMPORARY STEAM CROSSING	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23	PAGE 47	REQ. OR PO NO DEP.13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

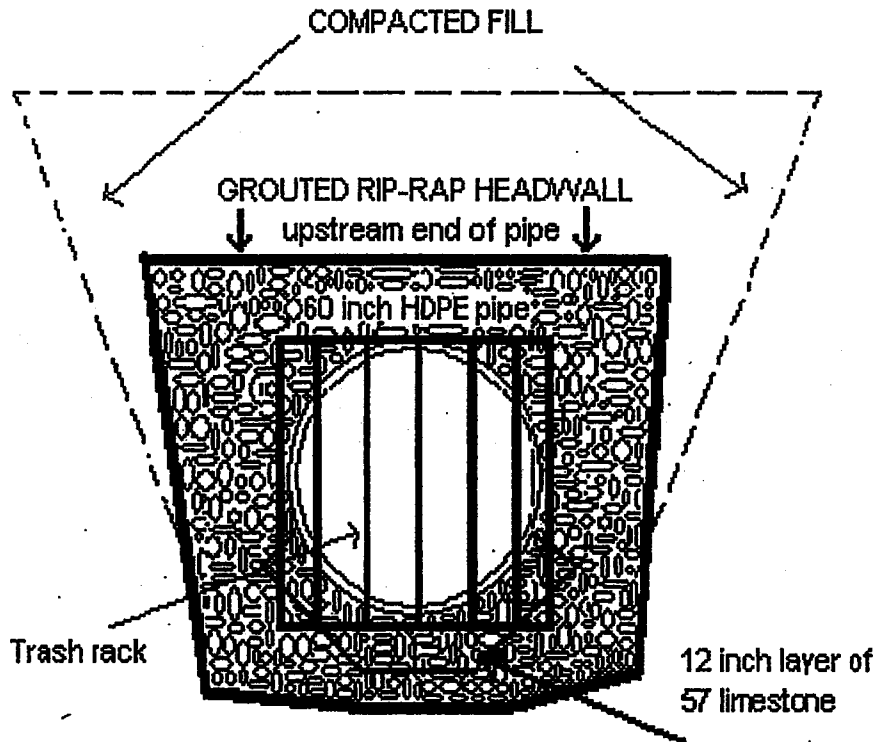
BELLE CONTRACTING S-6020-87

RIP-RAP WINGWALLS 300 LF 60 INCH HDPE ASTM F894 PIPE GROUTED RIP-RAP HEADWALL



STREAM CHANNEL SHALL BE EXCAVATED TO ACCEPT THE 60 INCH PIPE AT MINIMUM 2% GRADE AND THEN A 12 INCH LAYER OF 57 LIMESTONE BEDDING SHALL BE PLACED IN THE NEW CHANNEL PRIOR TO PLACING THE PIPE.

ONCE THE PIPE IS BEDDED IN PLACE, CLEAN FILL MATERIAL SHALL BE PLACED OVER IT IN COMPACTED LIFTS. THE FILL WILL PROGRESS UNTIL A DESIRED ELEVATION IS REACHED TO ALLOW CONSTRUCTION OF THE PONDS.

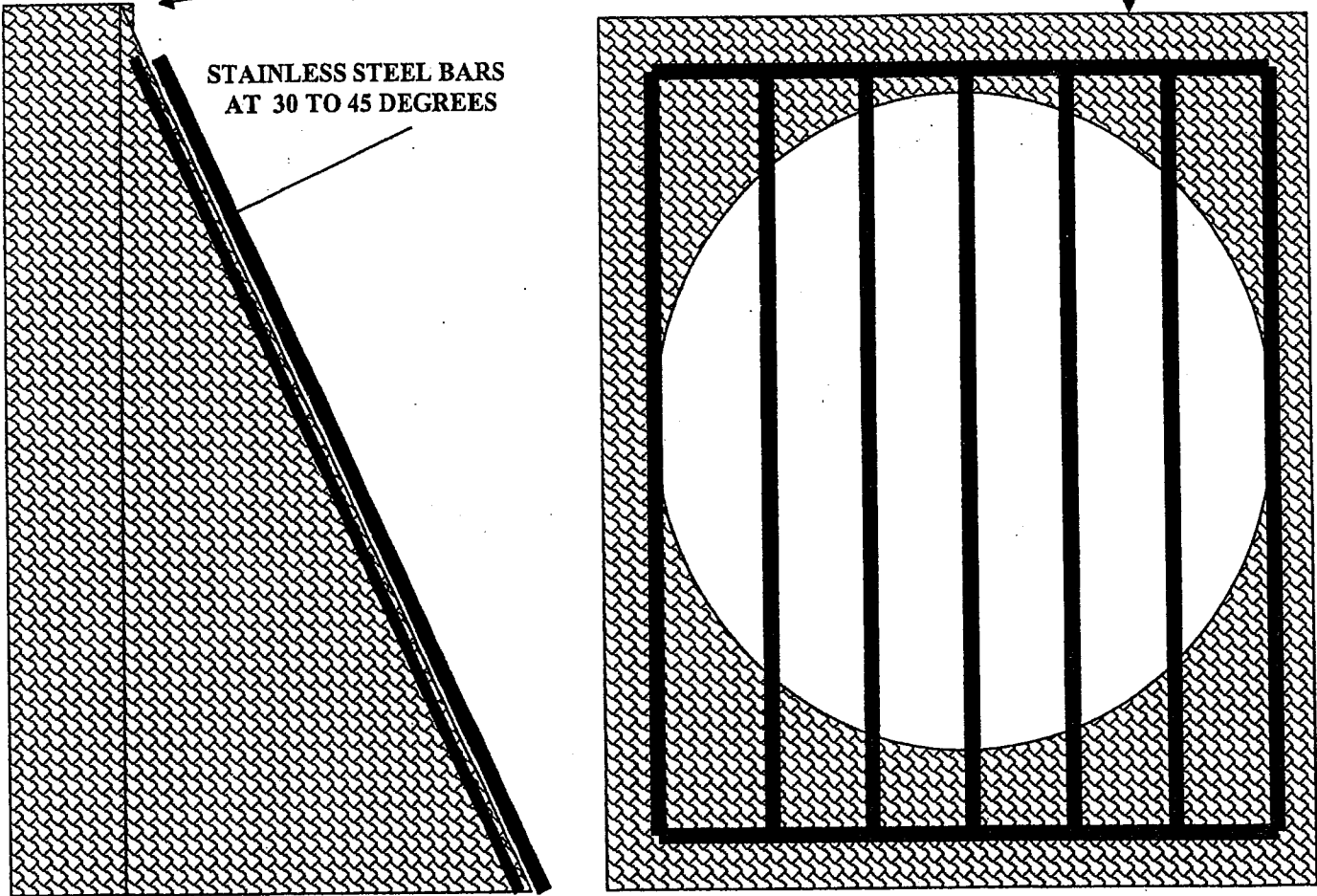


OFFICE OF SPECIAL RECLAMATION	
PROJECT CONSTRUCTION SIGN	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23	PAGE 048	REQ. OR PO NO DEP. 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BELLE CONTRACTING S-6020-87

GROUTED RIP-RAP HEADWALL AT 60 inch CULVERT



NOTE: 3/8 inch STAINLESS STEEL ROUND STOCK SHALL BE USED IN THE CONSTRUCTION OF THE TRASH RACK. THE TRASH RACK SHALL BE ANCHORED WITH STAINLESS STEEL MOUNTING BOLTS.

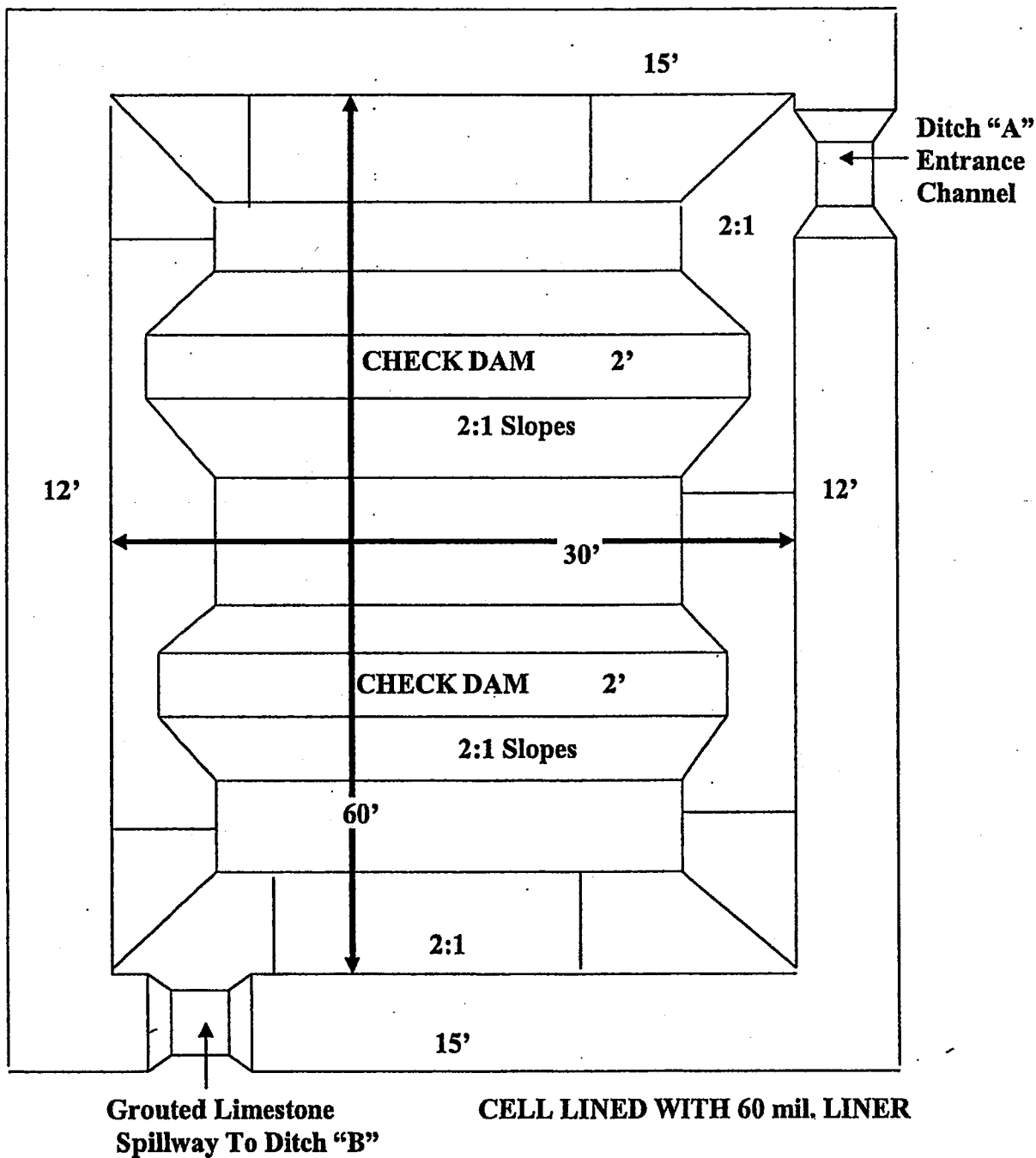
OFFICE OF SPECIAL RECLAMATION

STAINLESS STEEL TRASH RACK
TYPICAL ATTACHMENT

SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23	PAGE 049	REQ. OR PO NO DEP. 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

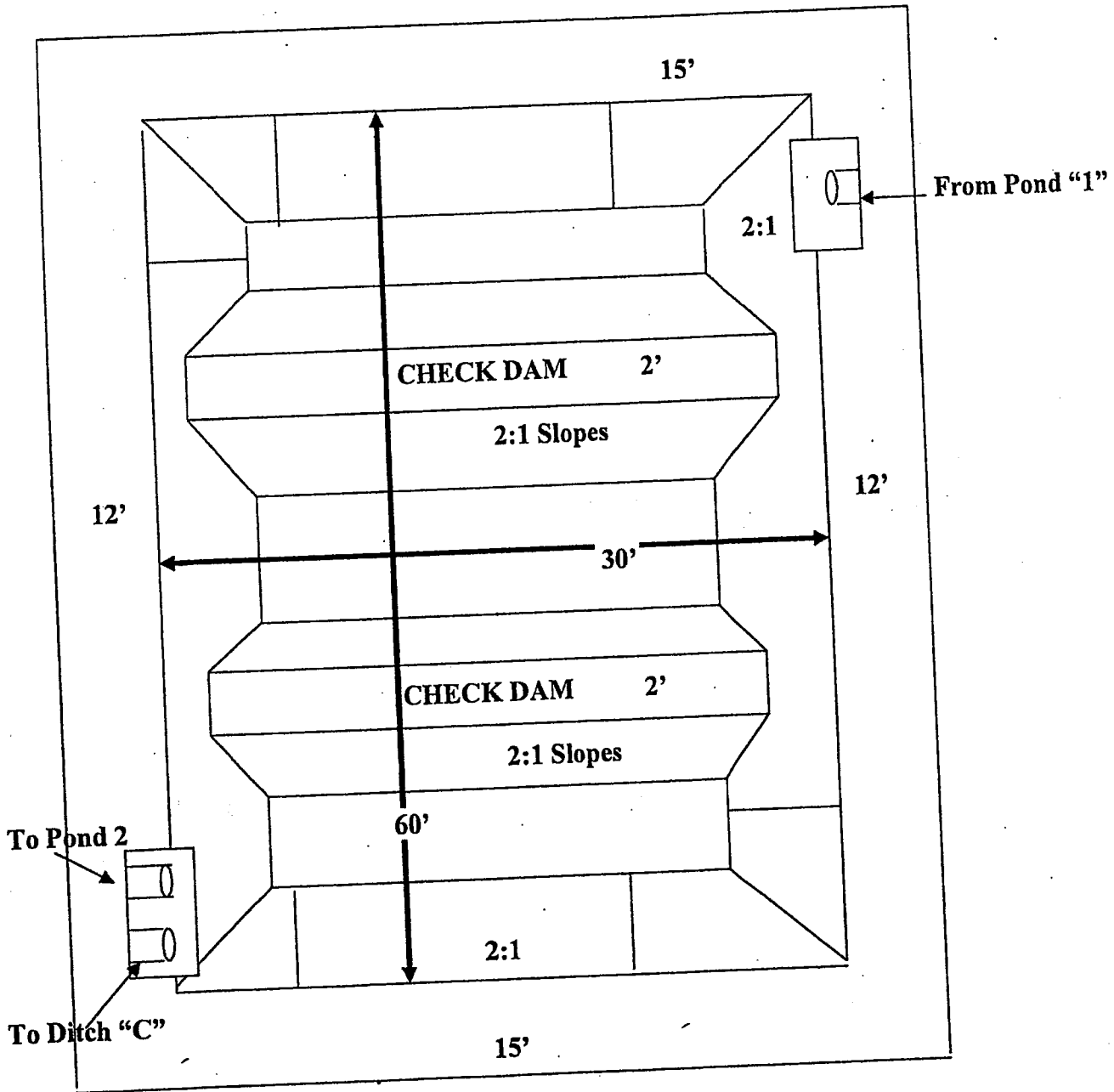
BELLE CONTRACTING, INC.
S-6020-87



NOTE: CELL DEPTH IS 6 FEET, 2 OF WHICH WILL BE FREEBOARD. CELL WILL HAVE 2 CHECK DAMS INSTALLED AT DIRECTION OF ON SITE DEP PERSONNEL. CHECK DAMS WILL BE CONSTRUCTED OF NORMAL LIMESTONE RIP-RAP

OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL NO. 1 TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

BELLE CONTRACTING, INC.
S-6020-87



CELL LINED WITH 60 MIL. LINER

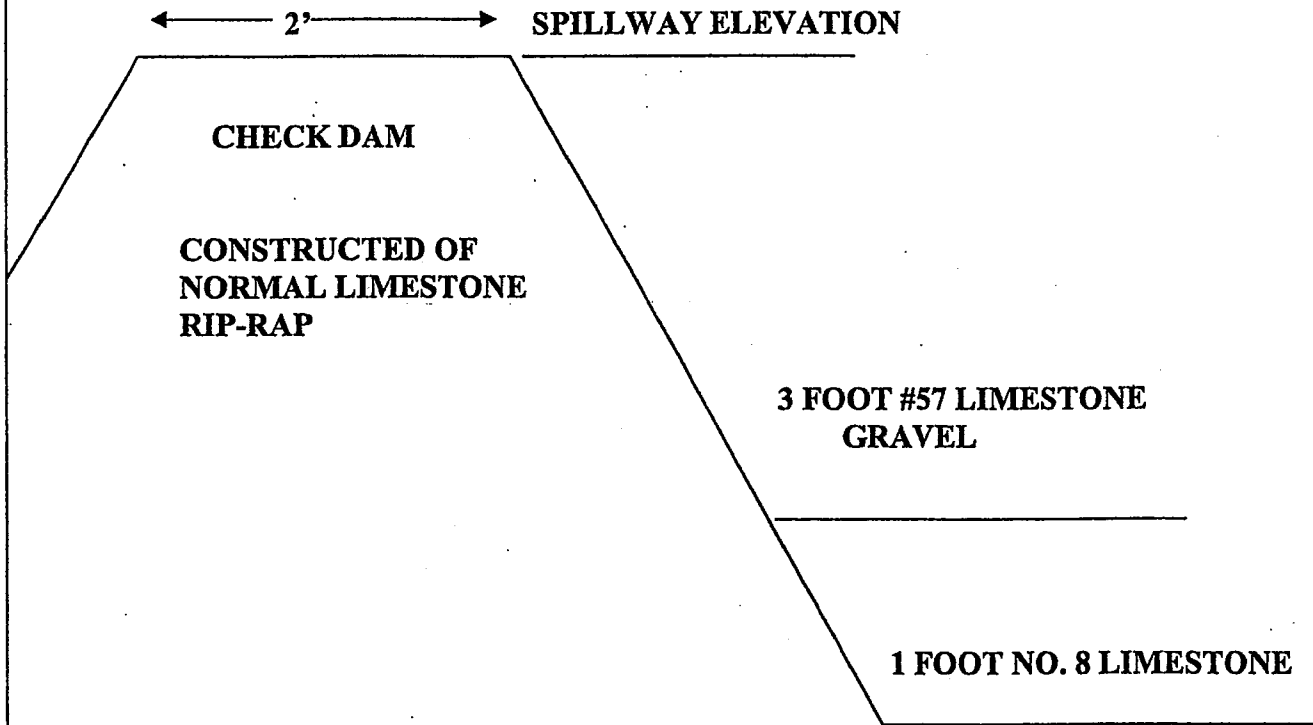
NOTE: CELL DEPTH IS 6 FEET, 2 OF WHICH WILL BE FREEBOARD. CELL WILL HAVE 2 CHECK DAMS INSTALLED AT DIRECTION OF ON SITE DEP PERSONNEL. CHECK DAMS WILL BE CONSTRUCTED OF NORMAL LIMESTONE RIP-RAP

OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL NO. 2 TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	PAGE 51	REQ. OR PO NO DEP. 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BELLE CONTRACTING, INC.
S-6020-87

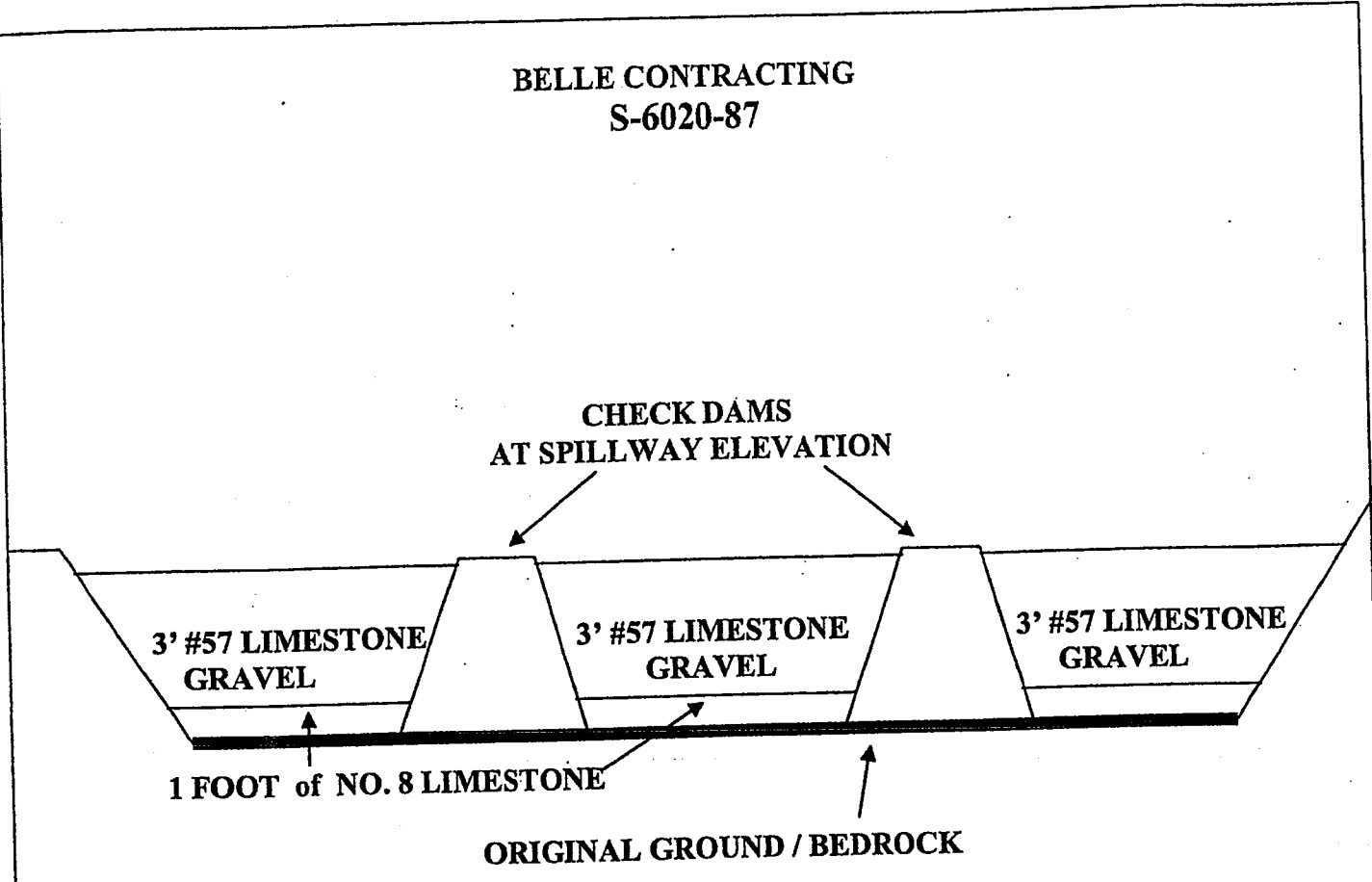


OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL DAM PROFILE DETAILS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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

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

**BELLE CONTRACTING
S-6020-87**

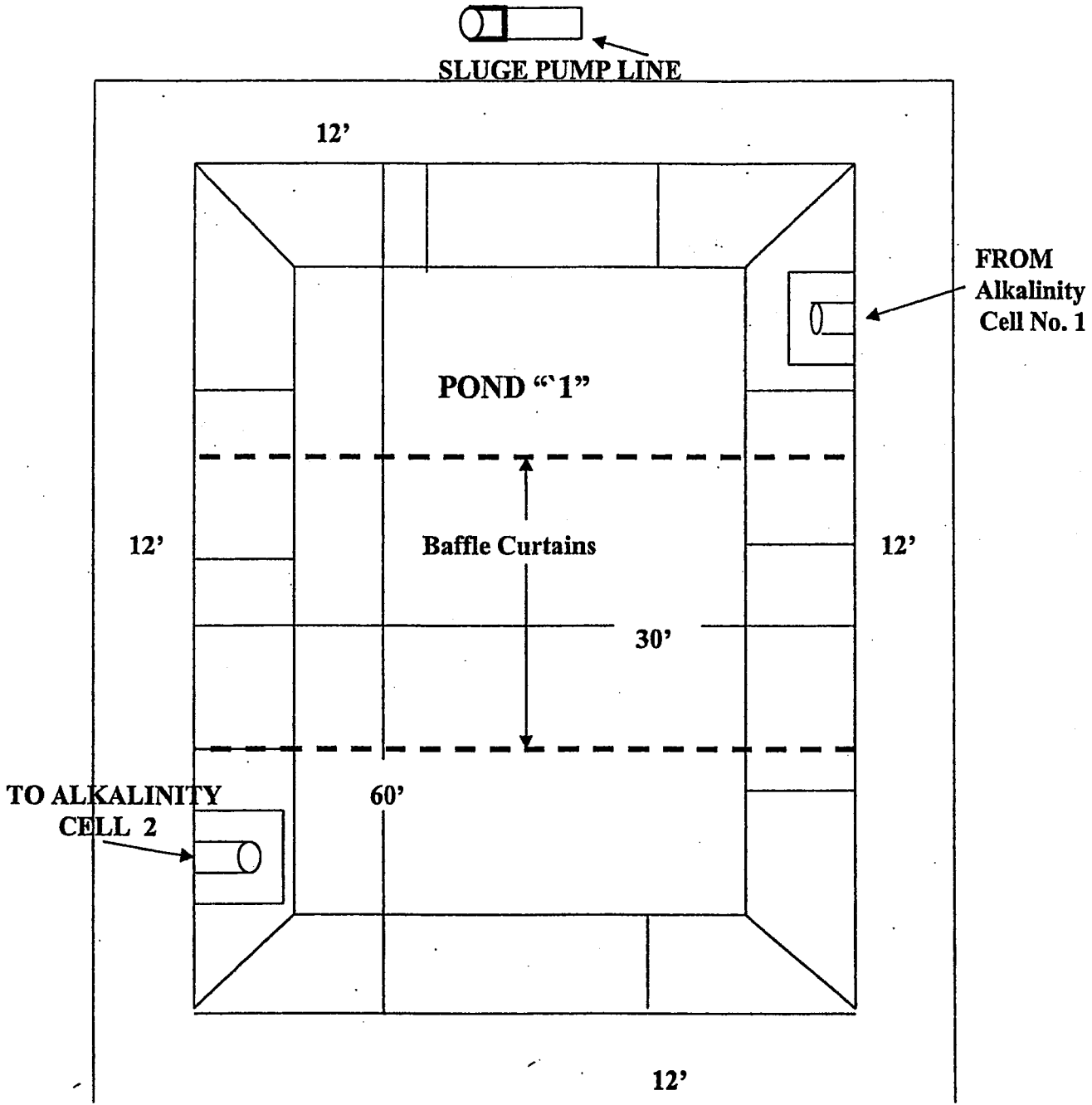


NOTE: CHECK DAMS ARE TO BE CONSTRUCTED OF NORMAL LIMESTONE RIP-RAP

OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL PROFILE DETAILS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23	PAGE 53	REQ. OR PO NO DEP. 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BELLE CONTRACTING, INC. S-6020-87



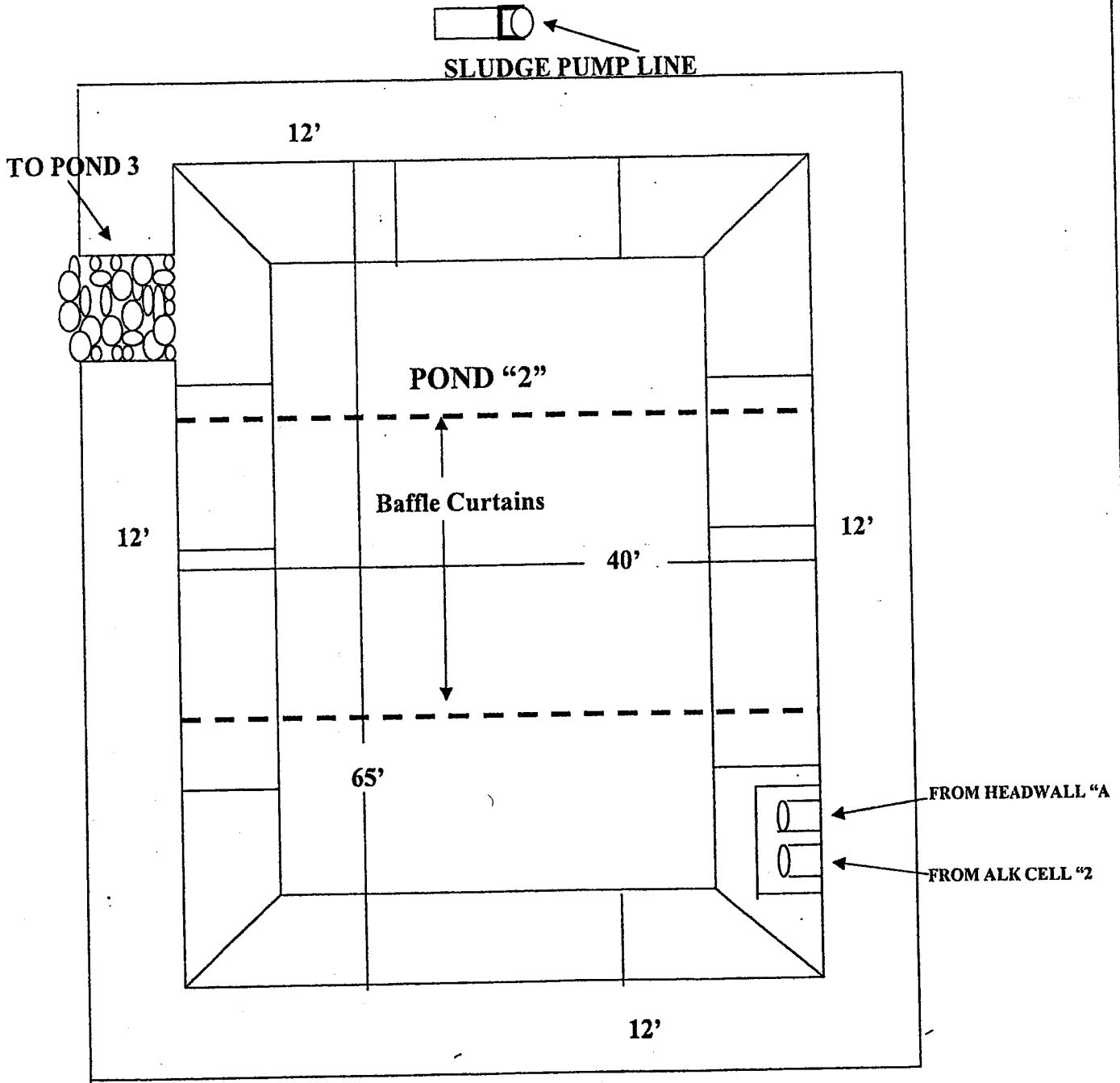
NOTE: POND DEPTH IS 6 FEET, 2 OF WHICH WILL BE FREEBOARD. POND SHALL BE LINED WITH HDPE 60 MIL. LINER.

OFFICE OF SPECIAL RECLAMATION

POND "1" TYPICAL ATTACHMENT

SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

BELLE CONTRACTING, INC. S-6020-87



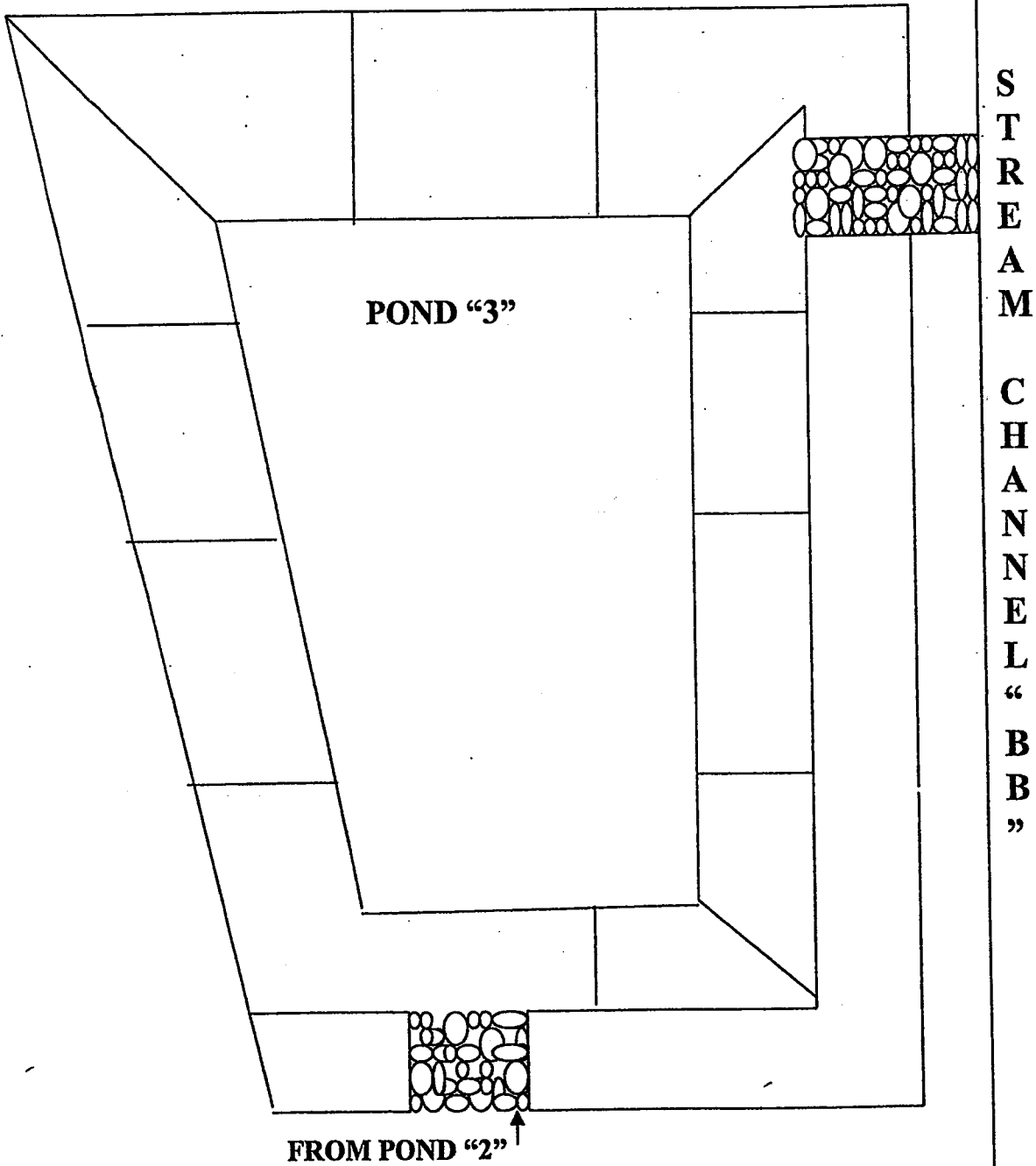
NOTE: POND DEPTH IS 6 FEET, 2 OF WHICH WILL BE FREEBOARD. POND SHALL BE LINED WITH HDPE 60 MIL. LINER.

OFFICE OF SPECIAL RECLAMATION	
POND "2" TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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

BELLE CONTRACTING, INC. S-6020-87

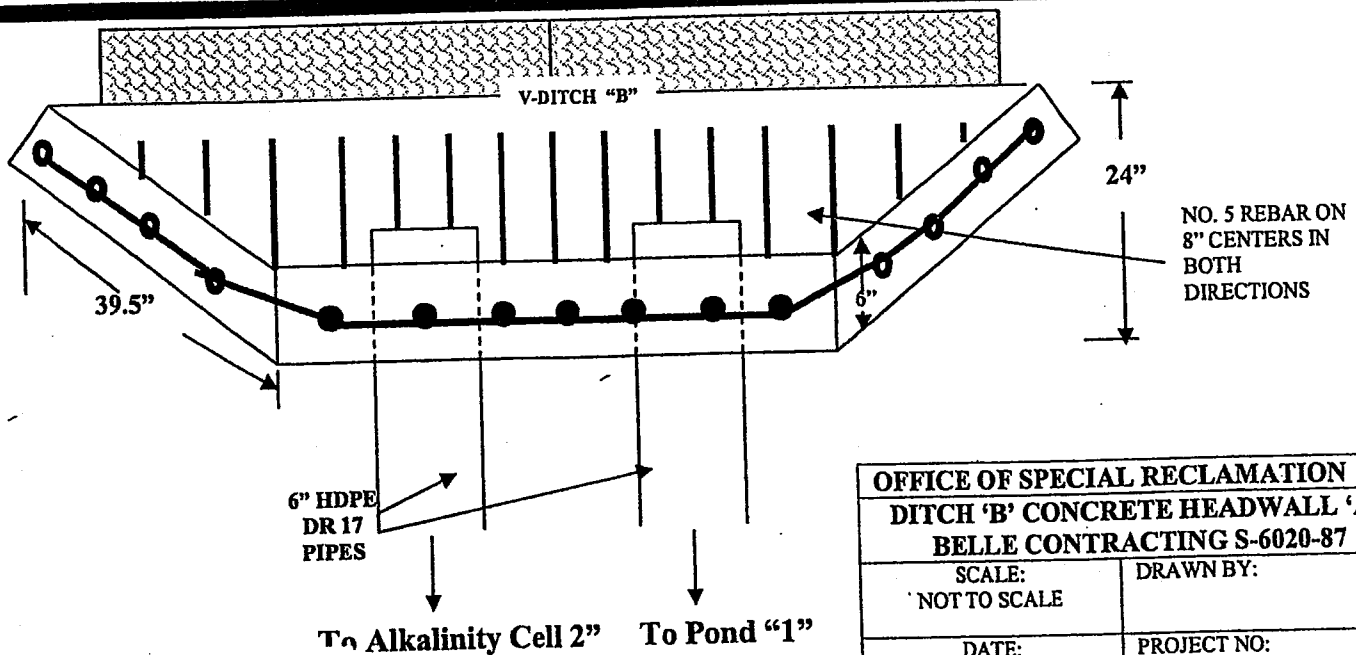
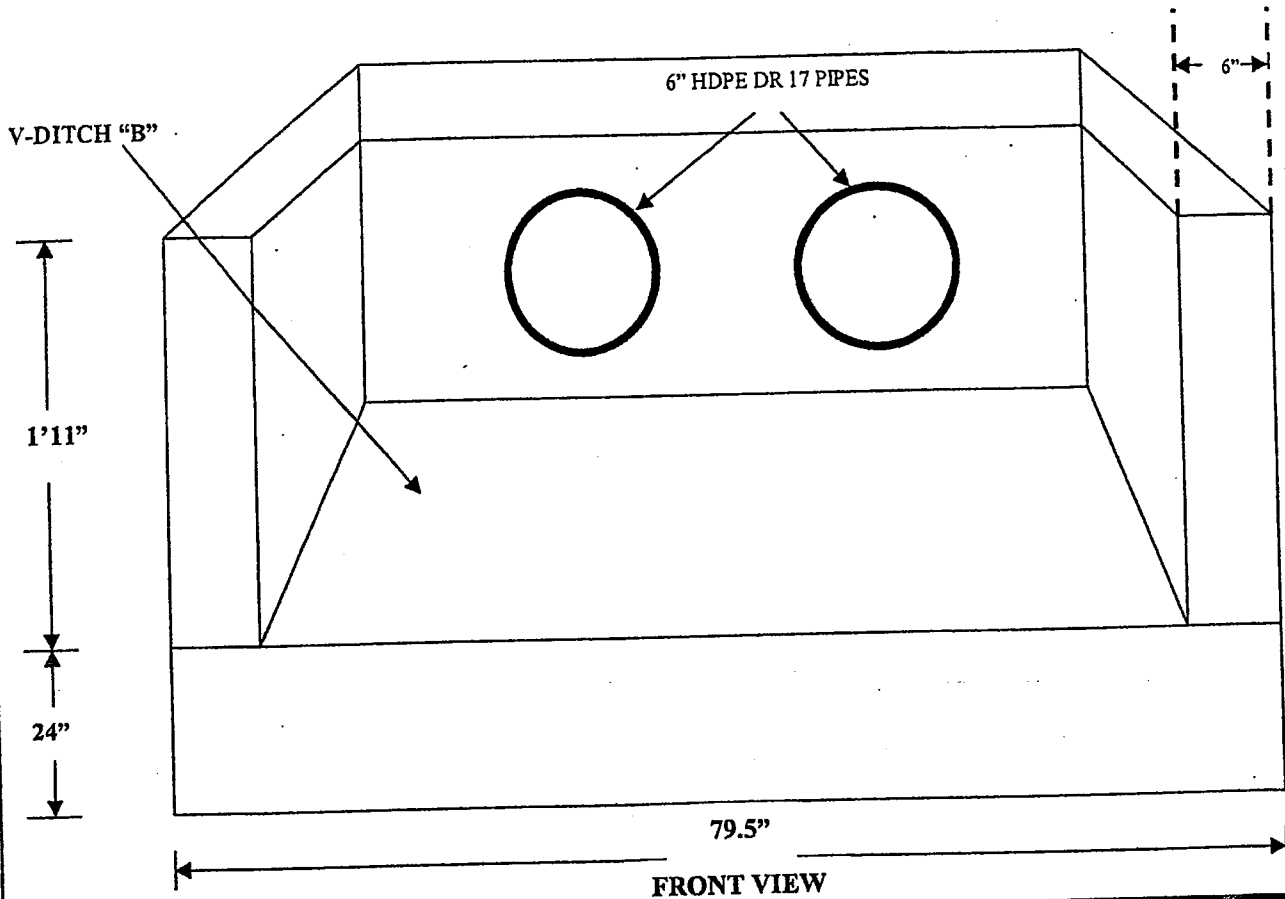


**NOTE: POND DEPTH WILL BE 6 FEET, 2 OF WHICH
 WILL BE FREEBOARD.**

OFFICE OF SPECIAL RECLAMATION	
POND "3" TYPICAL ATTACHMENT BELLE CONTRACTING S-6020-87	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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

BELLE CONTRACTING, INC.
 S-6020-87



NOTE: Concrete used in Headwalls shall be Class B Concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications.

TOP VIEW

OFFICE OF SPECIAL RECLAMATION DITCH 'B' CONCRETE HEADWALL 'A' BELLE CONTRACTING S-6020-87	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

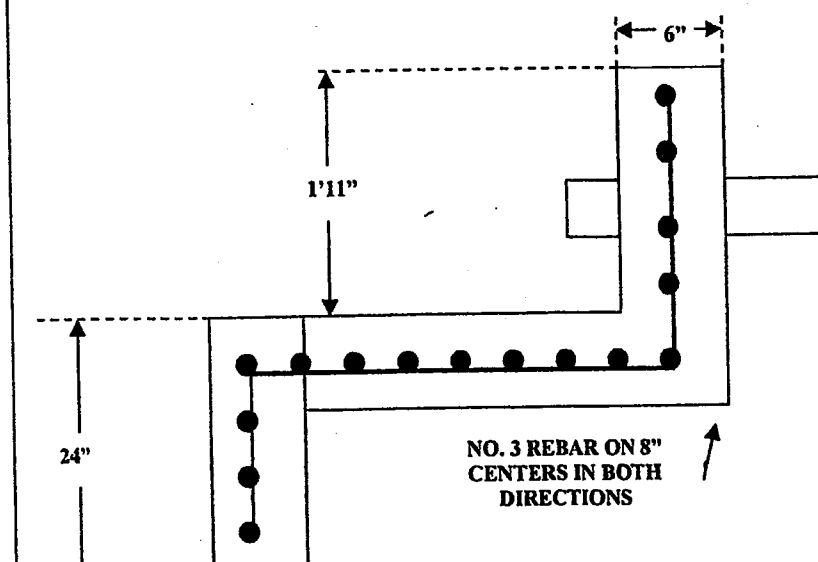
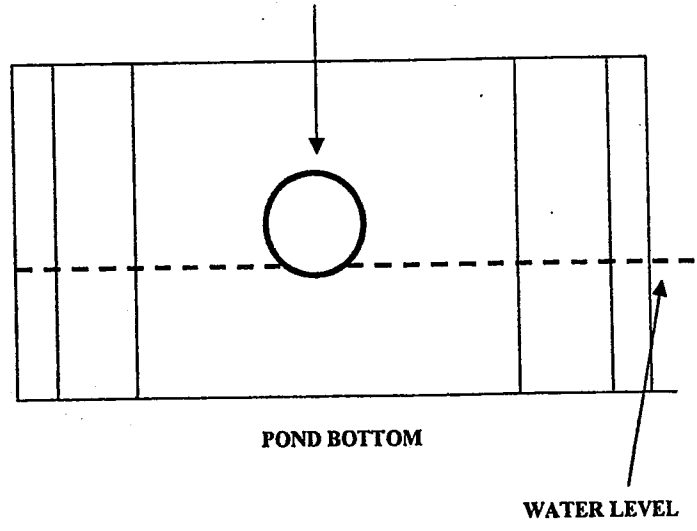
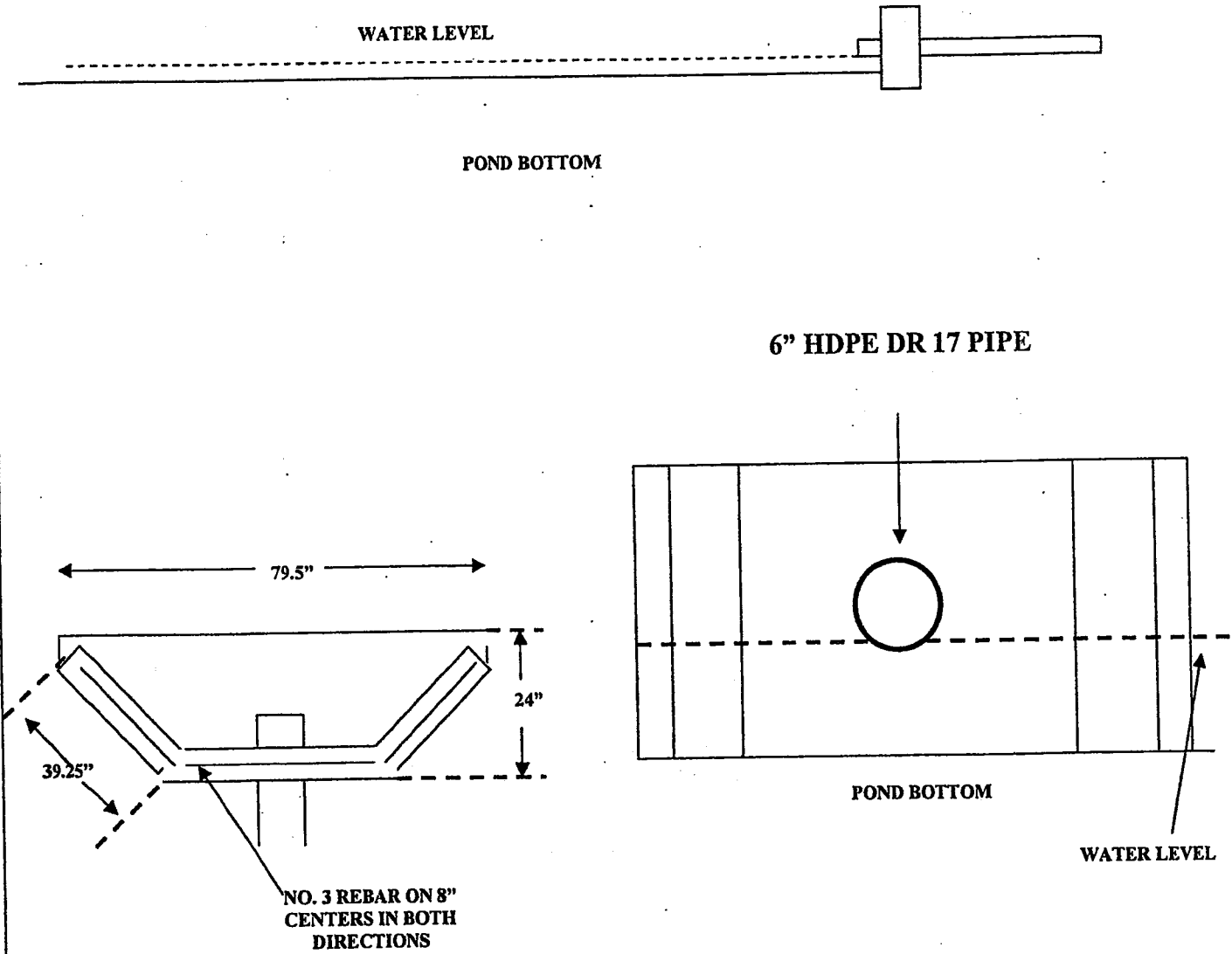
BUYER CB-23	PAGE 157	REQ. OR PO NO DEP. 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BELLE CONTRACTING, INC. S-6020-87

WATER LEVEL

POND BOTTOM

6" HDPE DR 17 PIPE



OFFICE OF SPECIAL RECLAMATION	
CONCRETE HEADWALL "B" & "C" POND 1 ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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

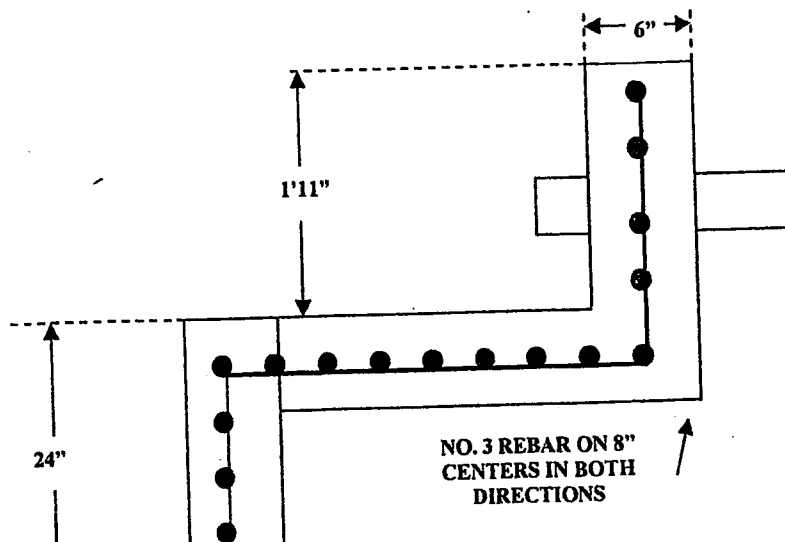
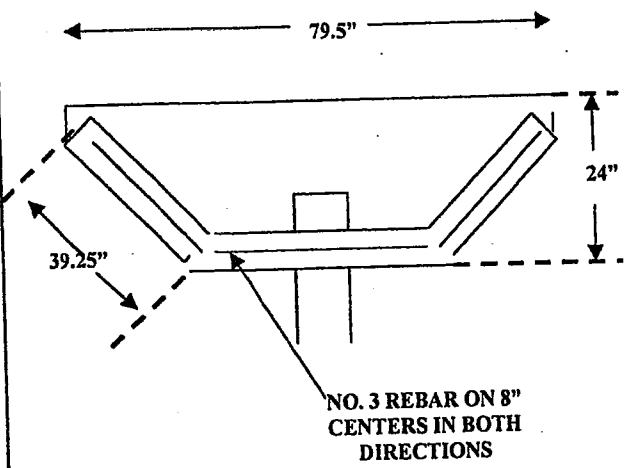
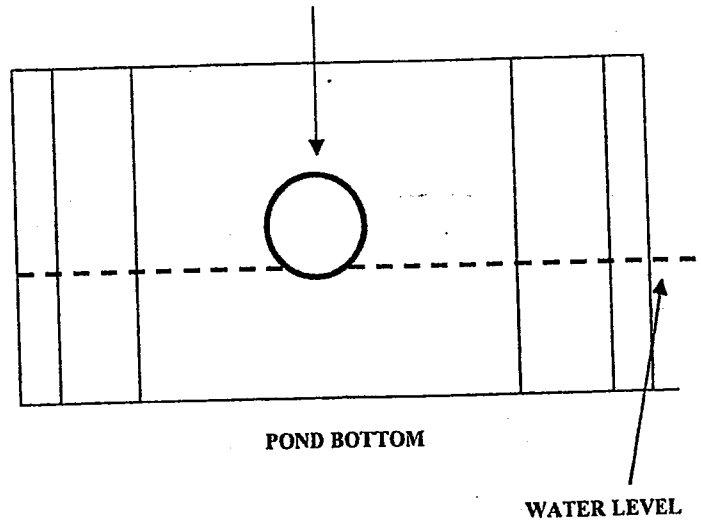
BUYER CB-23	PAGE 158	REQ. OR PO NO DEP. 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BELLE CONTRACTING, INC. S-6020-87

WATER LEVEL

POND BOTTOM

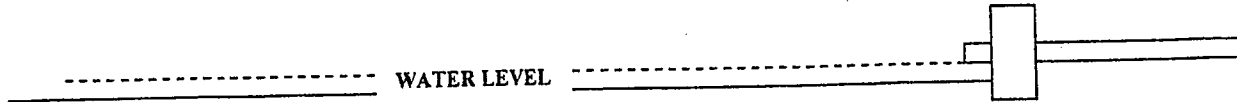
6" HDPE DR 17 PIPE



OFFICE OF SPECIAL RECLAMATION CONCRETE HEADWALL "D" POND 2 ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

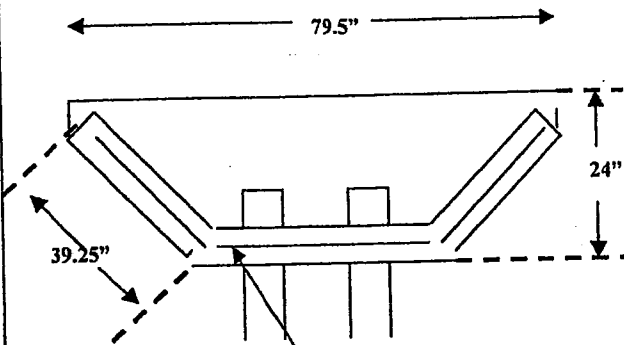
BUYER CB-23	PAGE 160	REQ. OR PO NO DEP. 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BELLE CONTRACTING, INC. S-6020-87

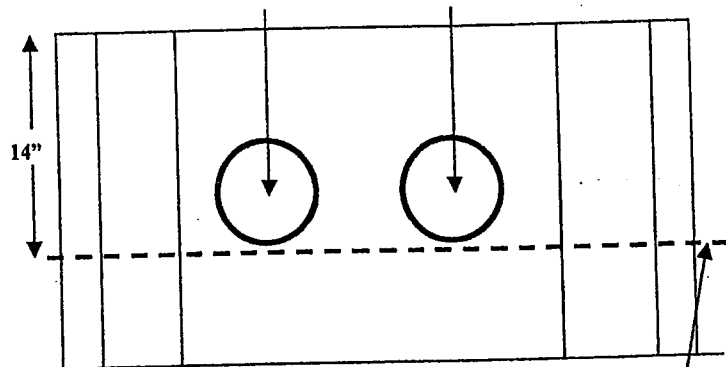


CELL BOTTOM

6" HDPE DR 17 PIPE

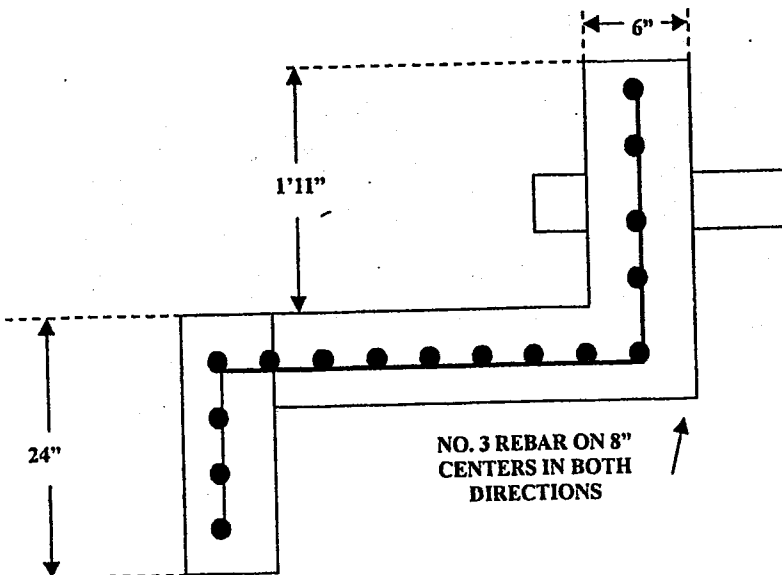


NO. 3 REBAR ON 8"
CENTERS IN BOTH
DIRECTIONS



CELL BOTTOM

WATER LEVEL



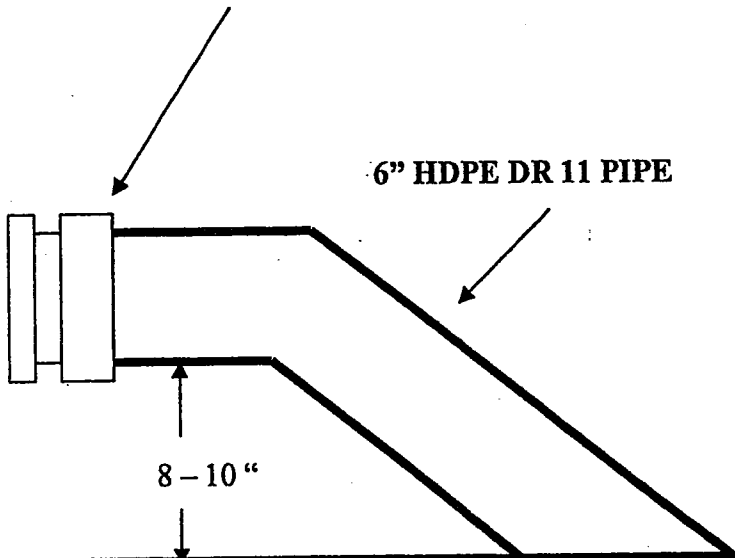
OFFICE OF SPECIAL RECLAMATION	
CONCRETE HEADWALL "E"	
ALK. CELL TWO (2)	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23	PAGE 61	REQ. OR PO NO DEP. 13016
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BELL CONTRACTING, INC.
S-6020-87

SLUDGE PUMP HOOK UP LINE

WITH STAINLESS STEEL CAM-LOCK CONNECTION



OFFICE OF SPECIAL RECLAMATION

SLUDGE PUMP LINE ATTACHMENT
PONDS 1 & 2

SCALE:
NOT TO SCALE

DRAWN BY:

DATE:

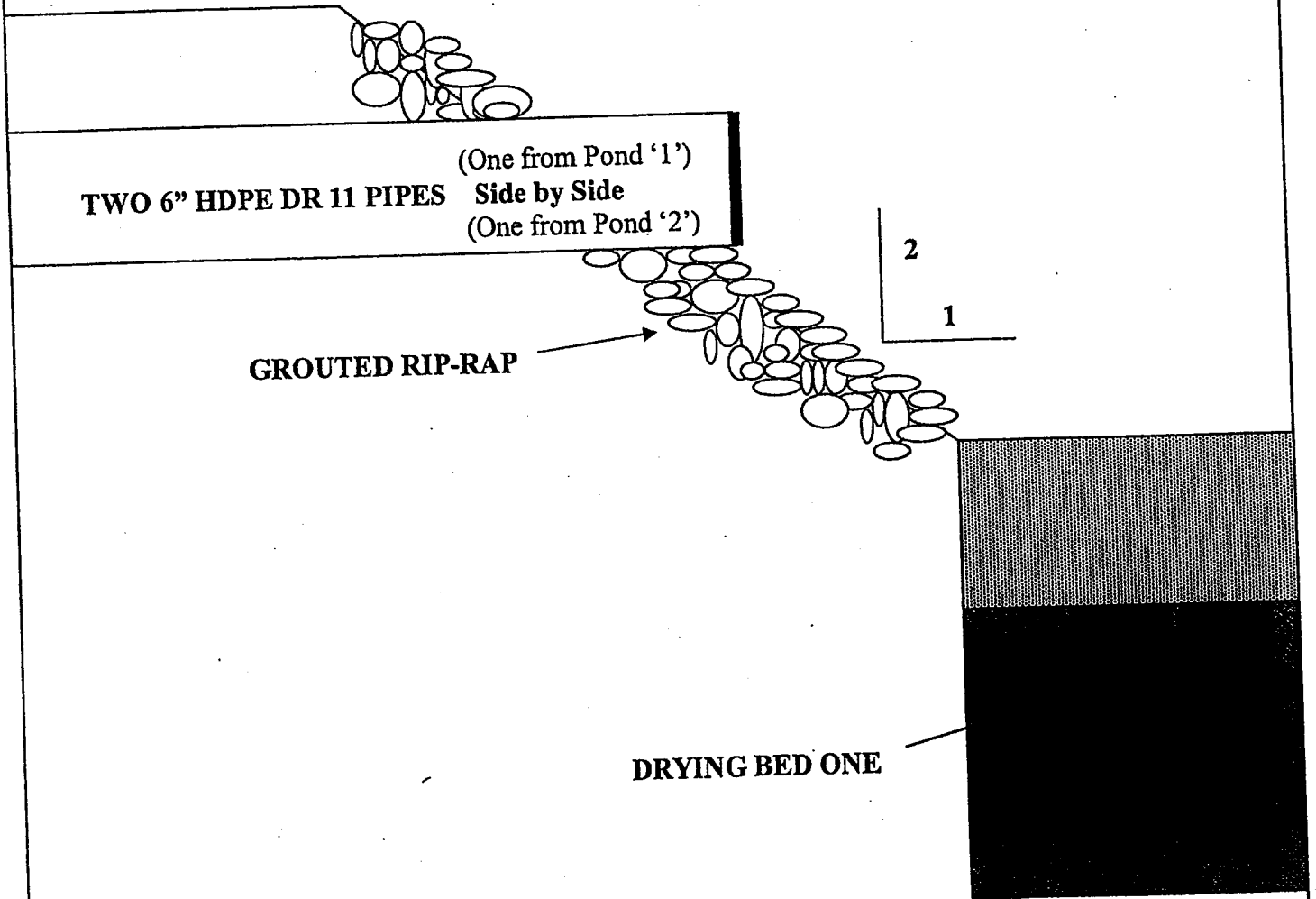
PROJECT NO:

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VENDOR:

BUYER CB-23	PAGE 62	REQ. OR PO NO DEP. 13016
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BELLE CONTRACTING S-6020-87

SLUDGE PUMP LINES AT DRYING CELL ONE (1)

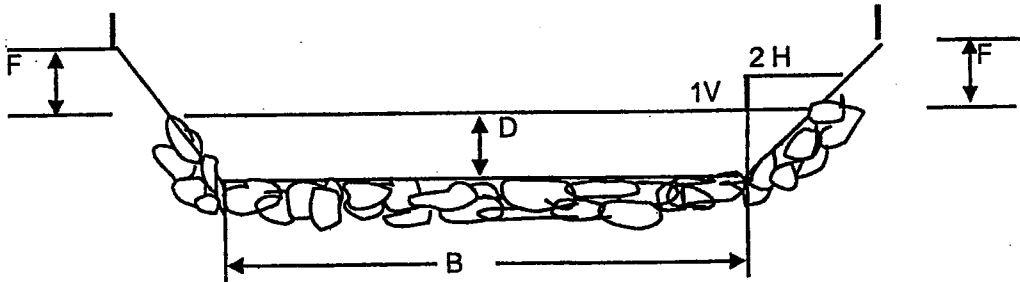


OFFICE OF SPECIAL RECLAMATION	
SLUDGE PUMP LINES AT DRYING CELL ONE ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

VENDOR:

BUYER CB-23	PAGE 63	REQ. OR PO NO. DEP13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

BELLE CONTRACTING, INC. S-6020-87
TYPICAL TRAPEZOIDAL CHANNEL



Ditch Number	Depth LF D	Length LF (approx.)	Bottom Width LF B	Freeboard Depth LF F	Lining
"AA"	2.00	750.00	4.00	1.00	12" to 18" SANDSTONE
"BB"	2.00	200.00	6.00	1.00	12" to 18" SANDSTONE

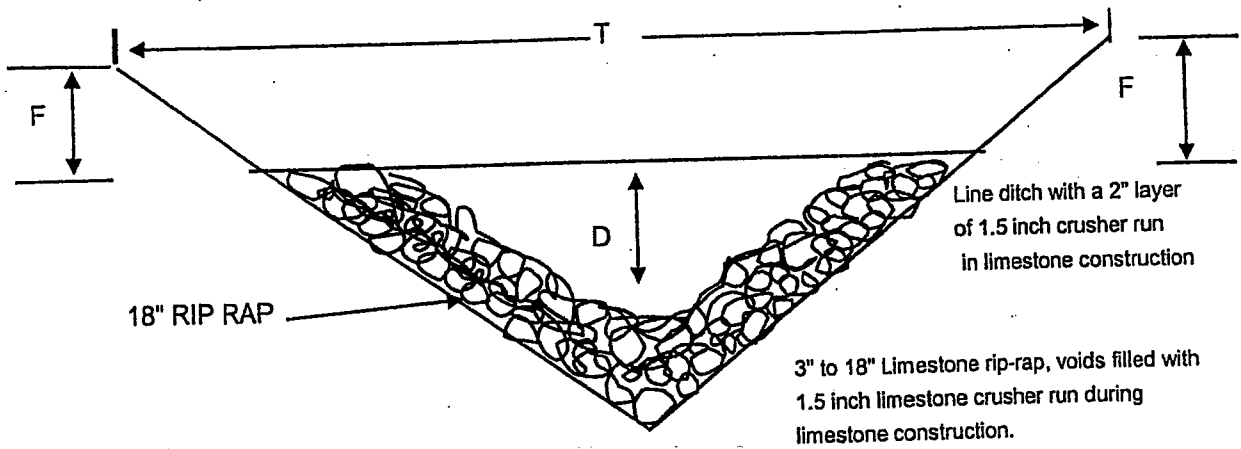
Channel shall be excavated to a depth sufficient for both the depth and freeboard.

SPECIAL RECLAMATION	
TYPICAL TRAPEZOIDAL CHANNEL	
SCALE:	DRAWN BY:
NOT TO SCALE	
Date:	Project Number:

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SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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Ditch Number	Depth LF D	Top Width T	Length LF Approx.	Freeboard Depth F	Lining
"B"	2.00	12.00	300.00	1.00	18" Limestone
"C"	2.00	12.00	300.00	1.00	18" Limestone
"D"	2.00	12.00	50.00	1.00	18" Sandstone

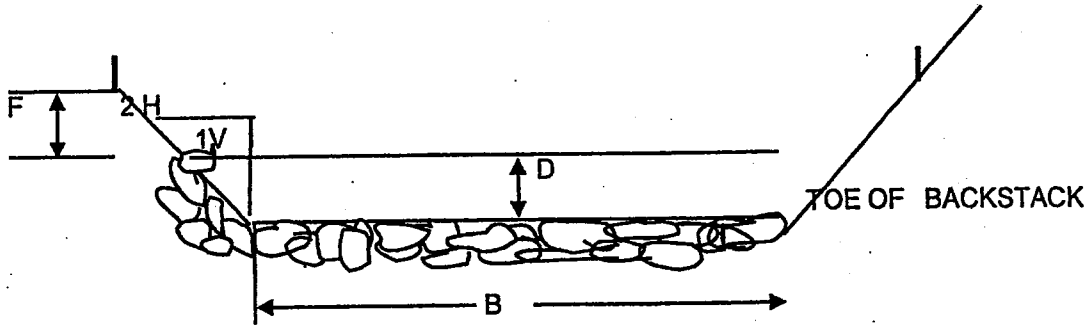
Ditch "B", "C" shall be lined to prevent leakage.

Channel shall be excavated to a depth sufficient for both the depth and freeboard. In the case of Limestone ditch construction, a two inch minimum layer of 1.5 inch crusher run limestone is to be placed in the bottom of channel. Limestone rip-rap to a depth of 1.5 feet is to be placed in the channel and 1.5 inch limestone crusher run sufficient to fill the voids shall be added during and/or after the rip-rap placement. The Limestone rip-rap shall be placed in a 1.5 foot blanket through out the structure. Twenty-five (25%) of the rock will be 18 inches, with the remaining seventy-five (75%) being well graded (minimum 3" to 18").

SPECIAL RECLAMATION	
TYPICAL "V" DITCH	
"B" "C" "D"	
SCALE:	DRAWN BY:
Date:	Project Number:

BUYER CB-23	PAGE 065	REQ. OR PO NO. DEP 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

BELLE CONTRACTING, INC. S-6020-87 TYPICAL TRAPEZOIDAL CHANNEL



DITCH "A" shall be keyed into the toe of the backstack and lined on the bottom and outslope to prevent leakage.

Ditch Number	Depth LF	Length LF Approx.	Bottom Width LF	Freeboard Depth LF	Lining
"A"	2.00	625.00	2.00	1.00	Crusher Run Limestone

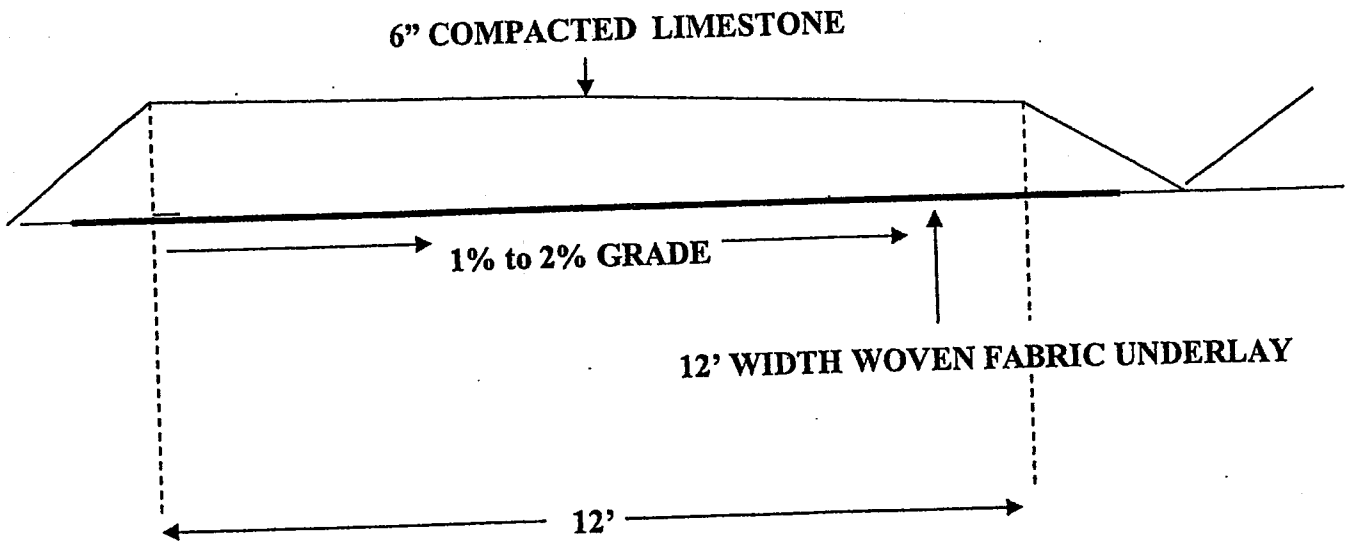
Channel shall be excavated to a depth sufficient for both the depth and freeboard
A 12 inch layer of crusher run limestone shall be placed in the channel on top of the liner after it is keyed into the backstack.

SPECIAL RECLAMATION	
TYPICAL TRAPEZOIDAL CHANNEL	
"A"	
SCALE:	DRAWN BY:
NOT TO SCALE	
Date:	Project Number:

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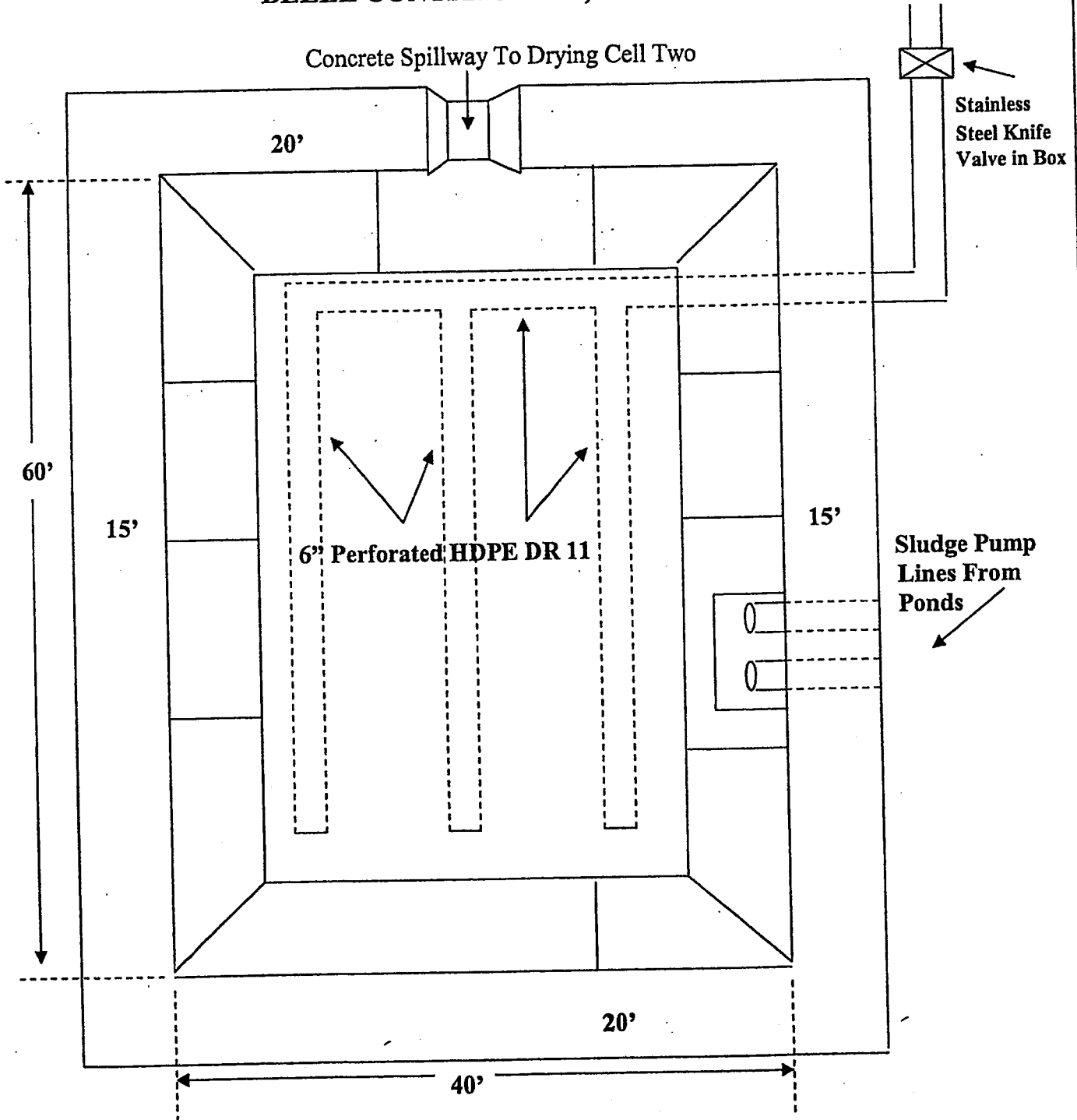
**MAIN ACCESS ROAD FROM BRIDGE TO
 ALKALINITY CELL "1" AND DRYING BEDS.**



NOTE: Road shall be constructed of crushed Limestone meeting size specification
 Ten Percent (10%) 3.5" to 3", Twenty Five Percent (25%) 3" to 2" and the remaining Sixty
 Five Percent (65%) well graded at 2" to .75" to a compacted depth of Six Inches (6").
 (As Per DOH Size Number One #1
 Stone Specifications, Compaction will be achieved
 by making 3 passes over stone with D-6 Dozer)
**THIS ACCESS ROAD STARTS AT THE
 BRIDGE and GOES TO THE
 ALKALINITY CELL "1" AND DRYING BEDS.**

OFFICE OF SPECIAL RECLAMATION	
ACCESS ROAD TO ALKALINITY CELL '1' AND DRYING BEDS ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

BELLE CONTRACTING, INC. S-6020-87



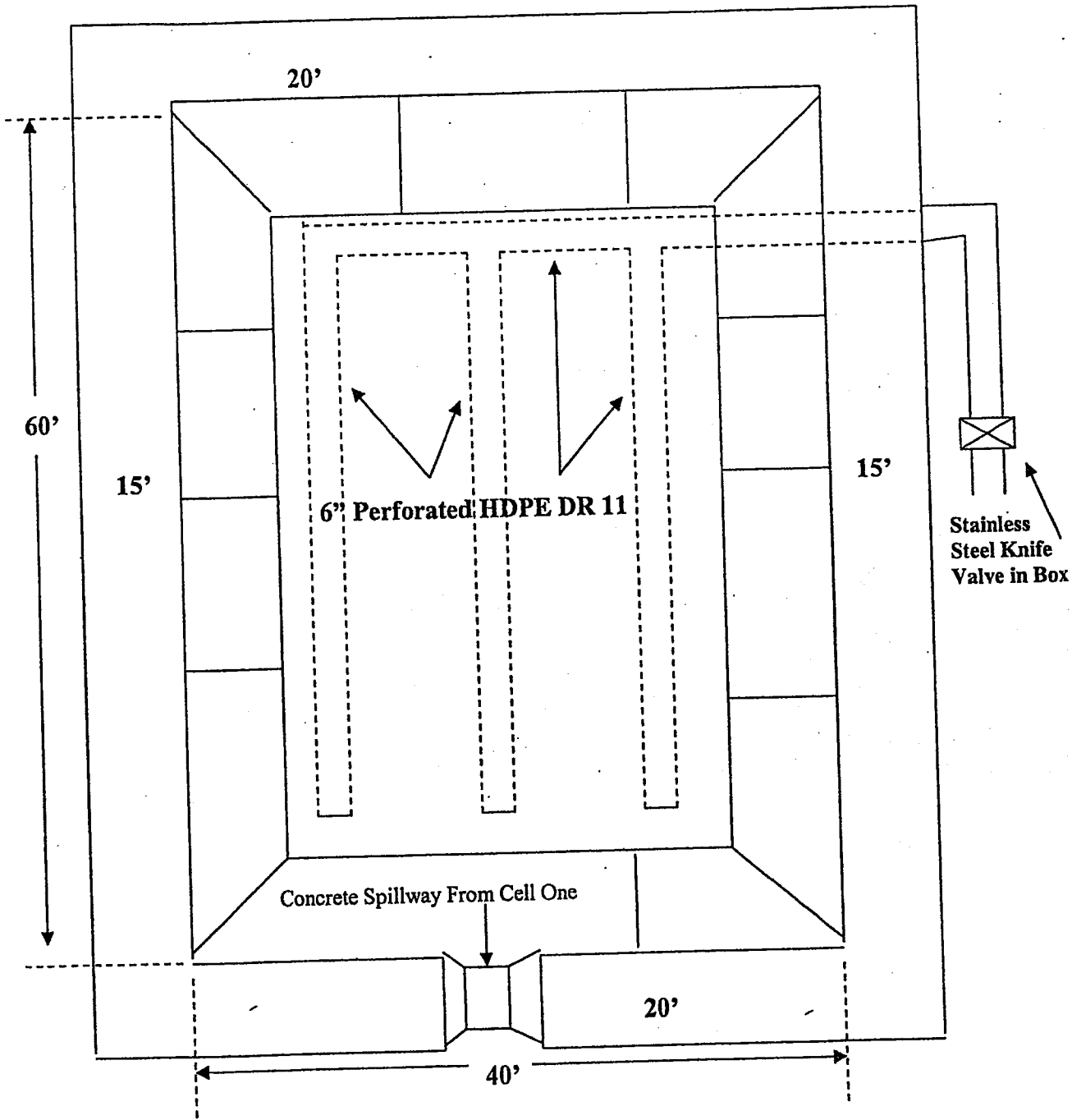
NOTE: See Drying Cell Design for Materials to be used in bottom of each cell. Spillway between cells shall be one foot below bottom of freeboard. Depth of water in cells shall be five feet above sand with one foot of freeboard.

OFFICE OF SPECIAL RECLAMATION	
SLUDGE DRYING CELL 1 ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
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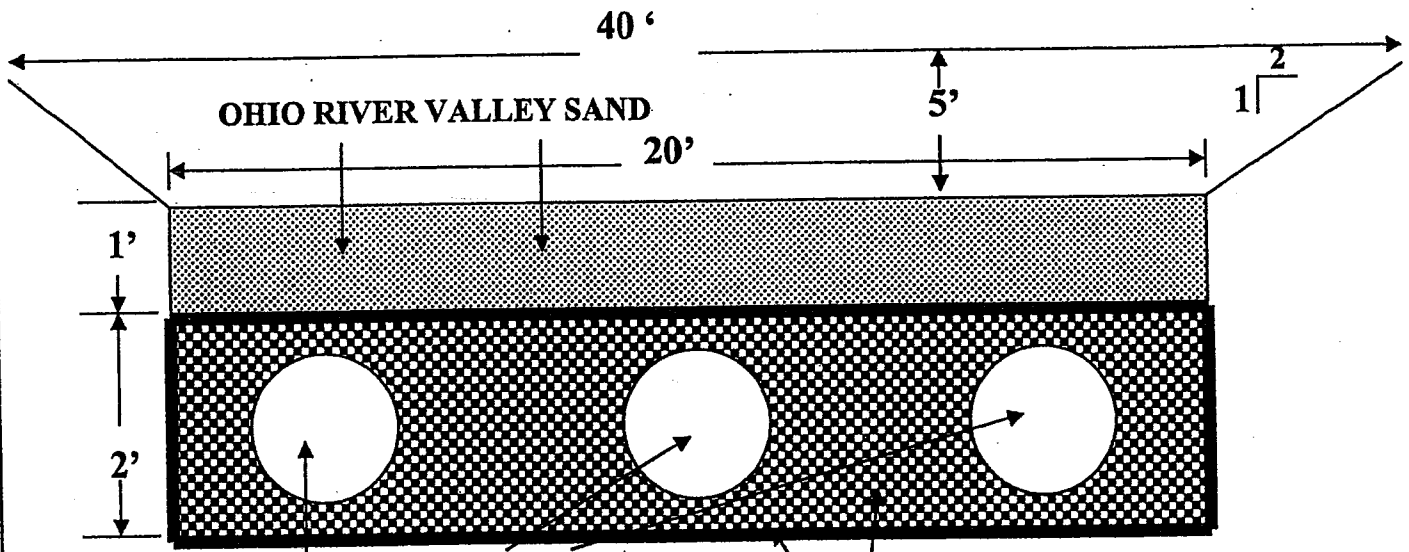


NOTE: See Drying cell design for materials used in bottom of each cell. Spillway between cells shall be at elevation one foot below bottom of freeboard. Depth of water in cell is five feet above sand with one foot of freeboard.

OFFICE OF SPECIAL RECLAMATION	
SLUDGE DRYING CELL 2 ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
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THREE 6" HDPE DR 17 PERFORATED UNDERDRAINS SPACED EVENLY BOTH HORIZONTALLY AND VERTICALLY THROUGHOUT THE 2' THICK LAYER

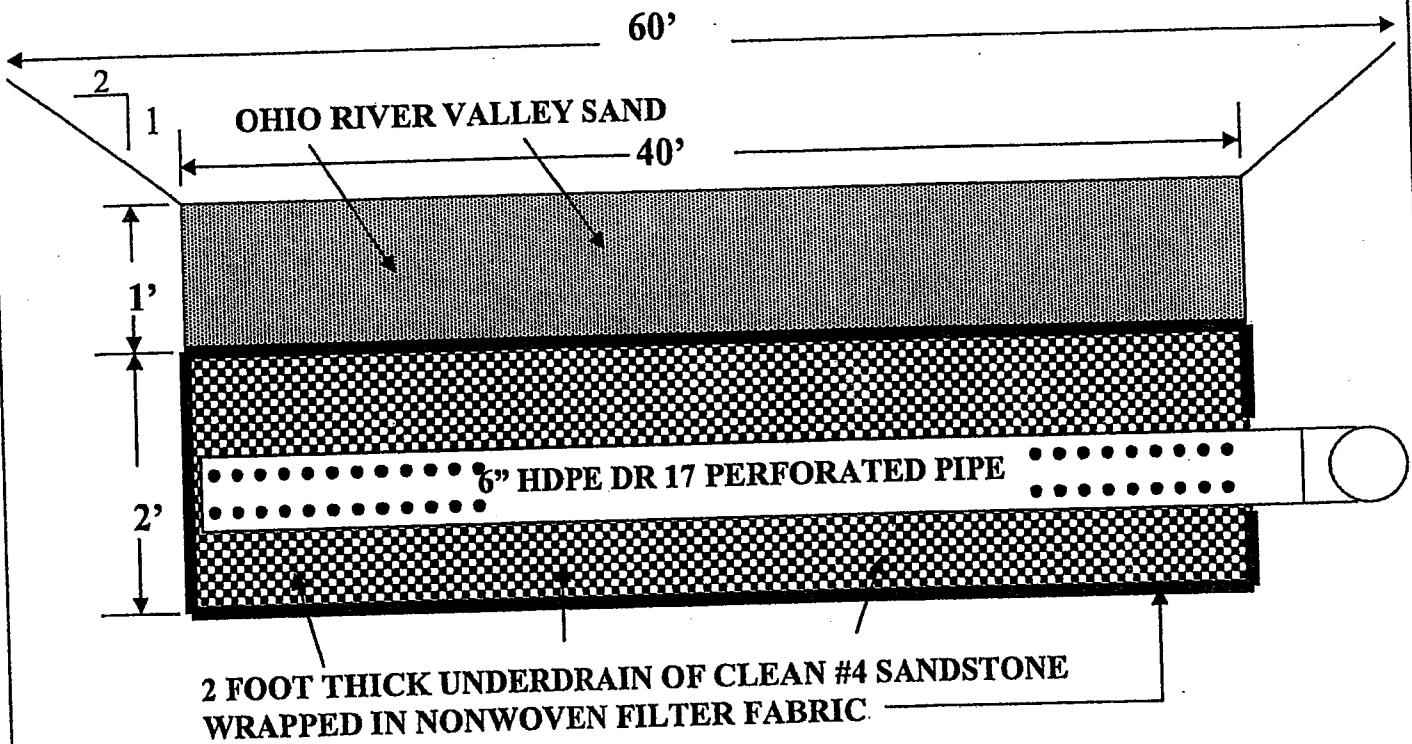
2' THICK UNDERDRAIN OF CLEAN #4 SANDSTONE WRAPPED IN NONWOVEN FILTER FABRIC

NOTE: ALL PIPE CONNECTIONS WILL BE FUSED ON SITE.

OFFICE OF SPECIAL RECLAMATION	
SLUDGE DRYING CELL CROSS-SECTION ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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BELLE CONTRACTING S-6020-87



LOOK AT PIPE PERFORATION DETAILS FOR DRILLING PIPE

NOTE: ALL PIPE CONNECTIONS WILL BE FUSED ON SITE

PIPE PERFORATIONS WILL END AS THE 6" HDPE DR 17 LEAVES THE 2' UNDERDRAIN. THE PIPE WILL BE SOLID 6" HDPE DR 17 PIPE FROM THAT POINT ON.

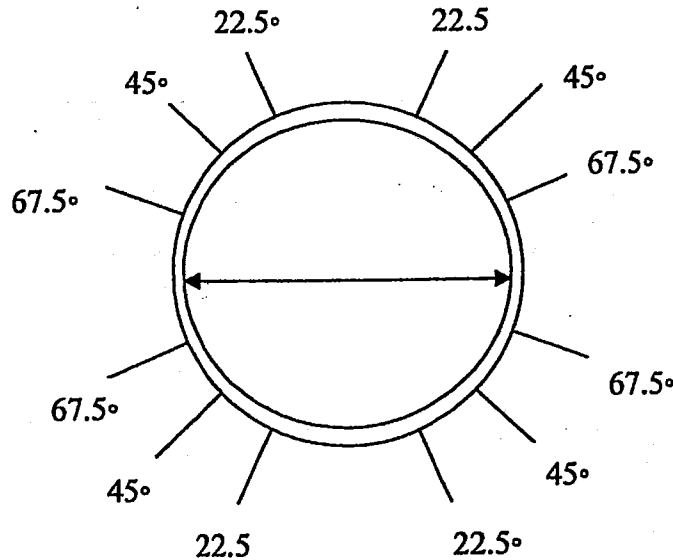
OFFICE OF SPECIAL RECLAMATION	
SLUDGE DRYING CELL X-SECTION ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23	PAGE 071	REQ. OR PO NO DEP 13016
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SITE 1

Diameter of drill holes will be 1/2" and spaced 6" apart along the length of the pipe.
Refer to the detail below for the hole spacing along the circumference of the pipe.



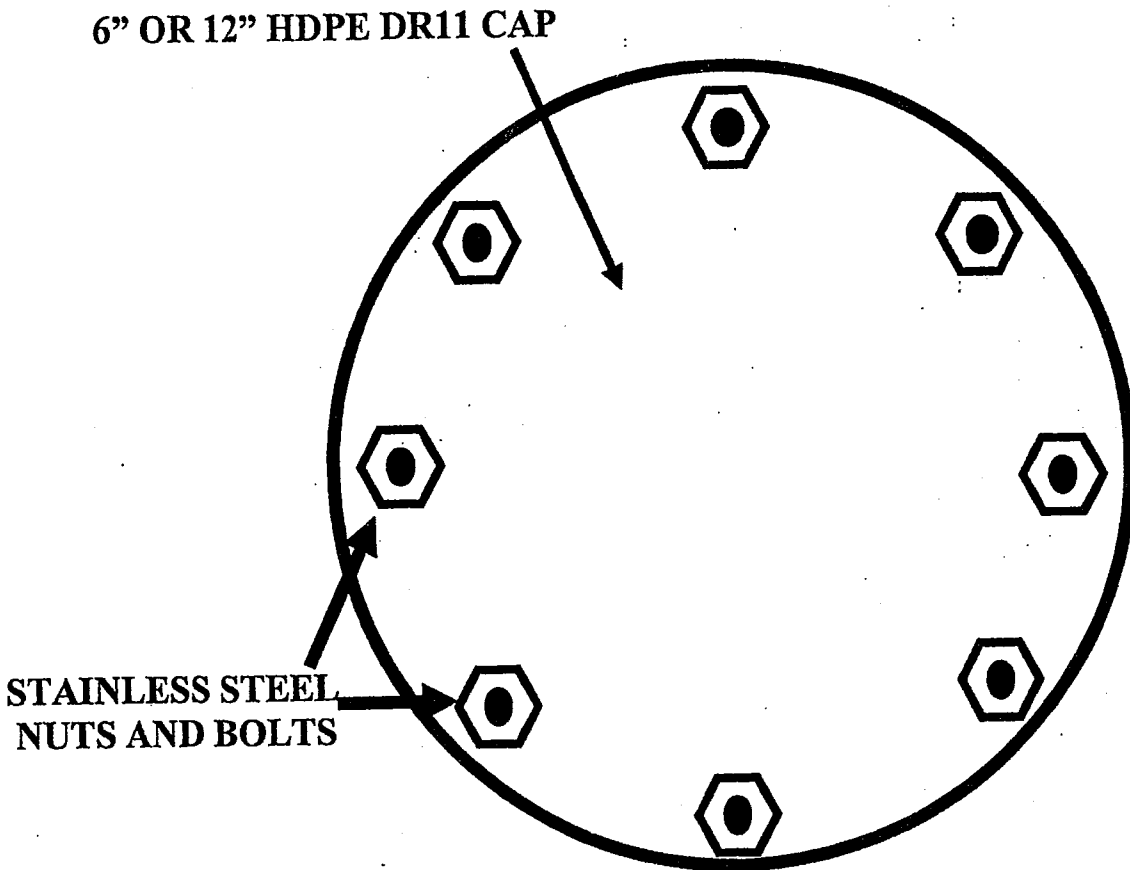
PIPE PERFORATIONS DETAIL

FOR 6" AND 12" HDPE DR 17 PIPE

OFFICE OF SPECIAL RECLAMATION	
SITE 1 SLUDGE DRYING CELL & DECANT STAND PIPES PERFORATION DETAIL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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NOTE: DETAILS ARE FOR STAINLESS STEEL BOLT ARRANGEMENT AND HDPE DR11 CAP FOR 6" AND 12" HDPE DR11 PIPES FOUND ON SLUDGE PUMP LINE ATTACHING POINTS, SLUDGE PUMP LINE CLEAN OUTS, AND SLUDGE CLEANOUTS.

OFFICE OF SPECIAL RECLAMATION	
HDPE CAP AND STAINLESS STEEL BOLT DETAILS ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
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SITE 1



SMOOTH HDPE GEOMEMBRANE DATA SHEET

Nominal Values

Property	Test Method	60 Mil
Thickness, mils	ASTM D 1593	60
Sheet Density, g/cc	ASTM D 1505	0.95
Carbon Black Content, %	ASTM D 1603	2.5
Carbon Black Dispersion	ASTM D 3015 or ASTM D 5596	A2 CAT.1

Tensile Properties	ASTM D 638 (Type IV Specimen @ 2 ipm)	
1. Tensile Strength at Yield, ppi		159
2. Elongation at Yield, %		15
3. Tensile Strength at Break, ppi		285
4. Elongation at Break, (2.0" G.L.) %		825
(2.5" G.L.) %		660

Tear Strength, lbs.	ASTM D 1004	50
Puncture Resistance, lbs.	FTMS 101 - 2065	96
	ASTM D 4833	135

ESCR - Bent Strip, hours	ASTM D 1693 (Cond. B)	2,000+
ESCR - Constant Load, hours	ASTM D 5397 (@ 30% of min. yield stress)	400

Roll Dimensions		
1. Width (feet):		23
2. Length (feet)		500
3. Area (square feet):		11,500
4. Gross weight (pounds, approx.):		3,470

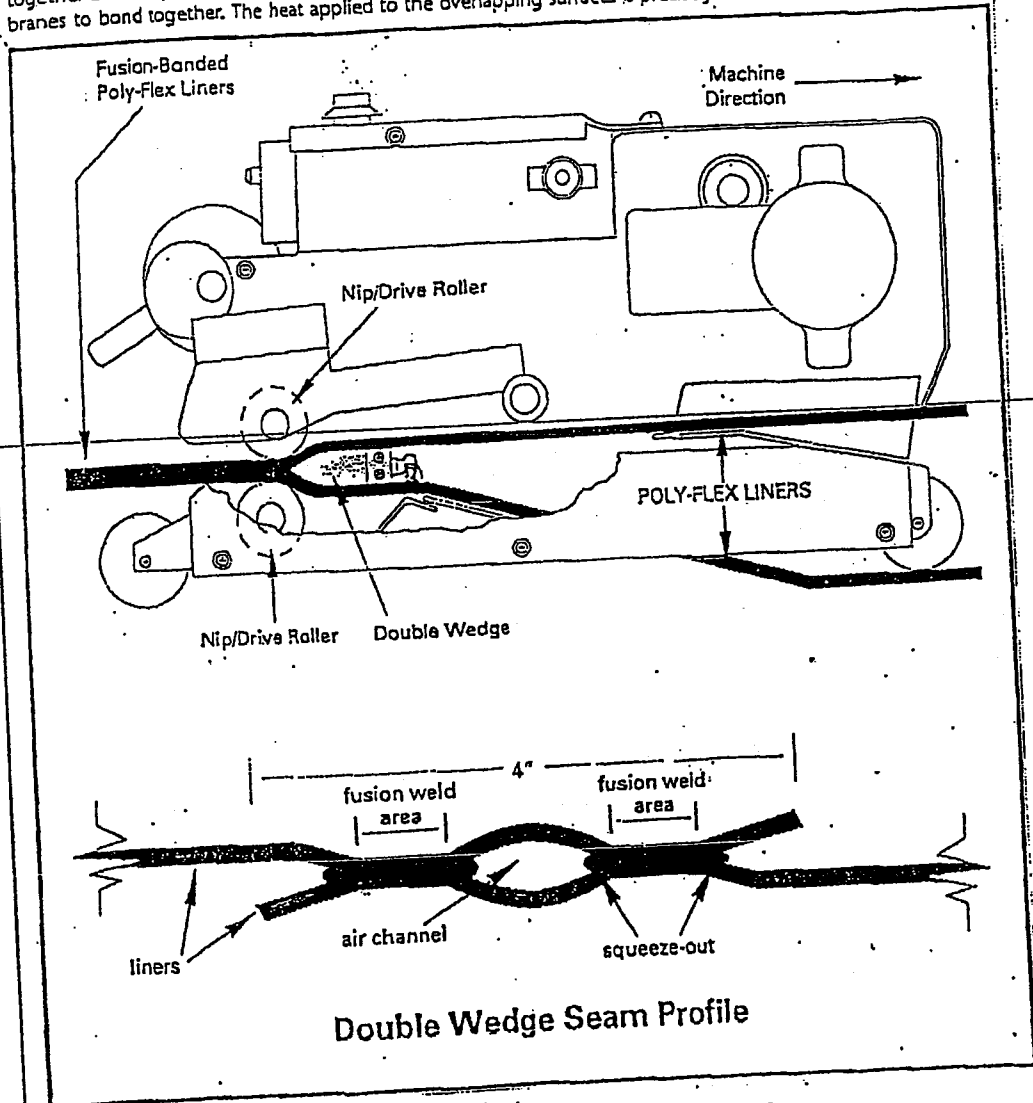
OFFICE OF SPECIAL RECLAMATION	
SITE 1 POND LINER DETAIL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
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SITE 1

POLY-FLEX FUSION WELDING SYSTEM

The Fusion System (below) produces a bonded seam by running a hot metal wedge between the overlapped area of the Poly-Flex liners. As the welding machine advances, these overlapped portions of the liners come together at the tapered end of the wedge, where pressure from two nip/drive rollers causes the heated membranes to bond together. The heat applied to the overlapping surfaces is precisely controllable.



This seaming method is designed to achieve the following:

1. Monitor operating temperatures via digital readout.
2. Form uniform bonds by applying consistent pressure to the seam areas.
3. Reduce surface tension and remove surface contamination without grinding, which improves seam strength.
4. Ensure high reliability, which results in consistent seam integrity.
5. Minimize operator error, as the machine is semi-automatic.

Seaming procedures using Poly-Flex fusion welder:

1. Surfaces shall be clean and dry.
2. Test welds shall be performed prior to field seaming each morning and afternoon.

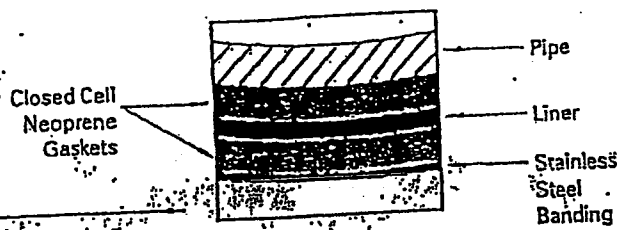
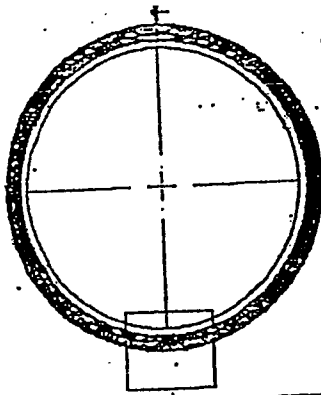
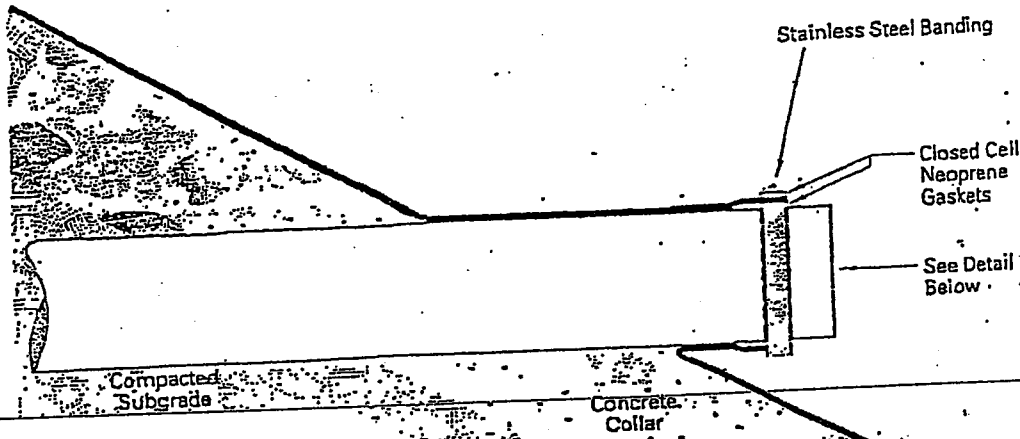
OFFICE OF SPECIAL RECLAMATION	
SITE 1 POND LINER FUSION DETAIL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
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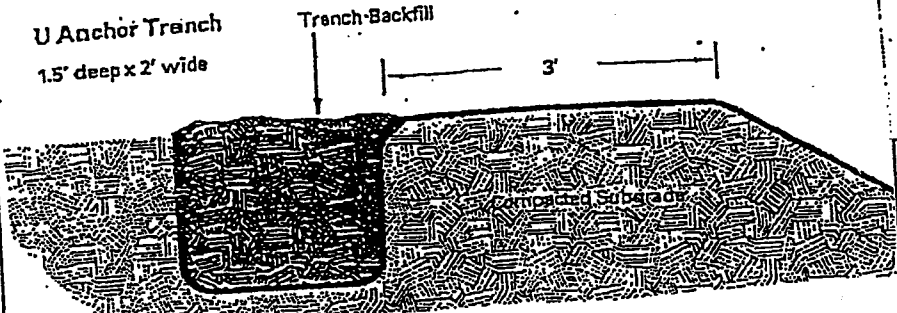
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Pipe Penetration

SITE 1



Anchor Trench Details



OFFICE OF SPECIAL RECLAMATION	
SITE 1 PIPE PENETRATION - POND LINER DETAIL ATTACHMENT	
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FIELD PIPE AND JOINT PERFORMANCE TESTING

To assure watertightness, field performance verification may be accomplished by testing in accordance with ASTM F1417, ASTM C969 or ASTM C1103. Appropriate safety precautions must be used when field-testing any pipe material.

FITTINGS

Couplings, elbows, reducers, tees, wyes, laterals and other fittings shall be capable of withstanding all operating conditions when installed. Fittings may be molded or fabricated. Fabricated fittings shall be welded at all accessible interior and exterior junctions.

MATERIAL REQUIREMENTS

Pipe shall be made of virgin polyethylene resins that conform to ASTM F894. The pipe shall be made of Resin 8 HP material meeting the requirements of cell classification PE 335443C or higher in accordance with ASTM D3350. The material shall have an established hydrostatic design basis (HDB) of not less than 1,250 psi (8.6 MPa) for water at 73.4°F (23°C) determined in accordance with test method ASTM D2837, and shall be published in PPI TR-4, as a PE 3406 material.

INSTALLATION

Installation shall be in accordance with ASTM D2321, with the exception that minimum depth for backfill over the top of the pipe shall be 1 ft. (0.3 m), for 18" - 48" (450 - 1200mm) diameters, and 1.5 ft. (0.5 m) for 54" and 60" (1350 and 1500mm) diameters.

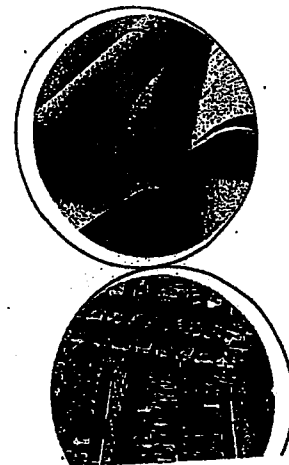
PIPE DIMENSIONS

Pipe dimensions shall be as shown in Table 1 below:

	NOMINAL DIAMETER (in./mm)							
Pipe I.D. (in./mm)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	54 (1350)	60 (1500)
Pipe O.D. (in./mm)	21.5 (546)	28.4 (721)	36.0 (914)	41.4 (1052)	48.0 (1219)	55.0 (1397)	61.6 (1557)	67.3 (1709)
Flange O.D. (in./mm)	23.9 (607)	29.9 (759)	37.9 (963)	43.6 (1107)	50.8 (1290)	57.4 (1458)	67.7 (1720)	73.7 (1872)
Pitch (in./mm)	3.0 (76)	4.0 (102)	4.0 (102)	4.6 (117)	5.8 (147)	5.8 (147)	7.8 (198)	7.8 (198)
Waterway Thickness (in./mm)	0.100 (2.5)	0.120 (3.0)	0.120 (3.0)	0.165 (4.2)	0.175 (4.5)	0.175 (4.5)	0.190 (4.8)	0.200 (5.0)

FEATURES AND BENEFITS

- Patented reinforced bell-and-spigot maintains a sure seal pipe joint for a minimum 100 years of watertight performance.
- Hydrostatic Design Basis PE 3406 Pressure Rated HDPE used to withstand environmental and installed conditions.
- Tough, high impact resistance HDPE, for less breakage.
- 100 year stress capacity material means longer service life and superior value.
- Available in 20' lengths for shallow burial and shorter lengths to accommodate trench boxes.
- Lightweight, easy to handle, easily cut in field.
- Bell-and-spigot joint for ease and speed of connection.
- High UV resistance for hassle-free site storage.
- Heavier weight for deeper installations.
- Smooth liner for greater hydraulics.



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HANCOR SANITITE™ SEWER PIPE SPECIFICATION

SCOPE

This specification describes 18" - 60" (450 - 1500mm) Hancor SaniTite Pipe for use in gravity flow applications, such as industrial wastewater and municipal sanitary sewer.

PIPE REQUIREMENTS

Hancor SaniTite Pipe shall have smooth interior and annular exterior corrugations. 18" - 60" (450 - 1500mm) pipe diameters shall meet all the requirements of ASTM F894, with the following modifications:

- Minimum watery thickness (t) shall meet the dimensions shown in Table 1.
- Pipe length and diameter tolerances as specified by the manufacturer.
- Reinforced bell shall be used in lieu of non-reinforced bell thickness requirements.

HYDRAULICS

A Manning's value of not less than 0.010 shall be used for gravity flow of relatively clean effluent under conditions of constant grade. To accommodate a safety factor for sediment or debris build-up, a Manning's value of not less than 0.012 shall be used for design.

JOINT PERFORMANCE

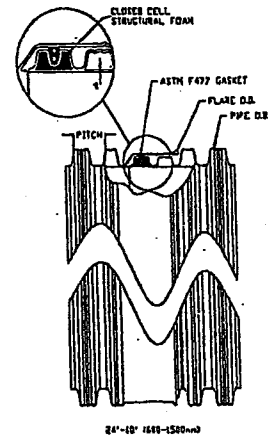
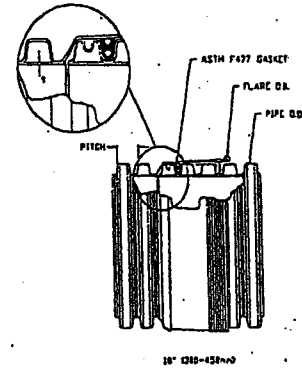
Pipe shall be joined with the Hancor SaniTite composite joint meeting or exceeding the short-term test requirements of ASTM D3212 and suitable for continuous internal and/or external pressure.

24" - 60" (600 - 1500mm) diameters shall have a reinforced bell-and-spigot, as shown in Figure 1. The reinforced bell shall include a bell tolerance device installed by the manufacturer and covered with a protective wrap. The bell tolerance device shall be capable of withstanding 5% strain without splitting, cracking or delamination. 18" - 30" (450 - 750mm) bells shall include a reinforcing rib at the flare O.D. to assure meeting roundness tolerances and joint assembly without dislocating the gasket from the gasket seat.

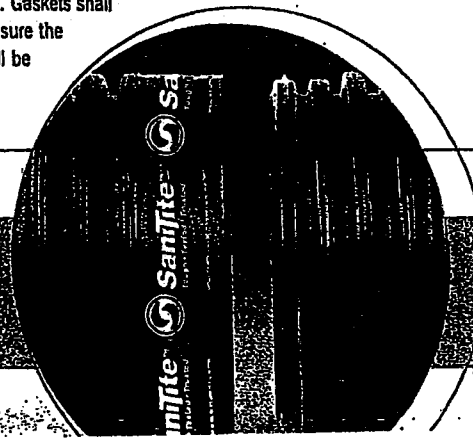
The spigot shall include a gasket seat that is reinforced with a closed cell structural foam core capable of maintaining long-term gasket pressure. The closed cell structural foam core must have a free rise density no less than 1.5 lbs/ft³ (24 kg/m³) and compressive strength no less than 20 lbs/in² (320 kg/m²).

Gaskets shall be made of polyisoprene meeting the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

FIGURE 1



Hancor Service: Hancor representatives and engineers are committed to providing you with the answers to all your questions, including specifications, installation, backfill recommendations and more.



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STREAM CULVERT SPECIFICATIONS

SCALE:
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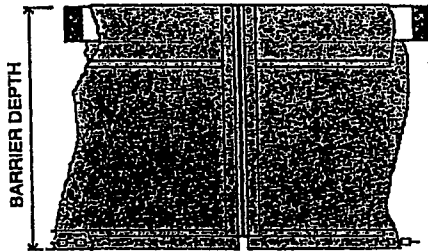
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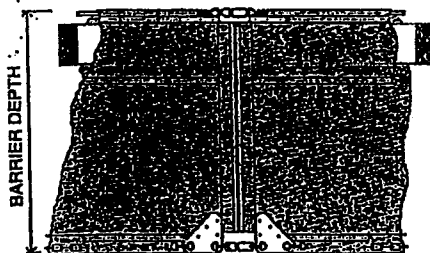
TOUGH GUY Turbidity Barriers

.DOT Series FLOATING BARRIERS

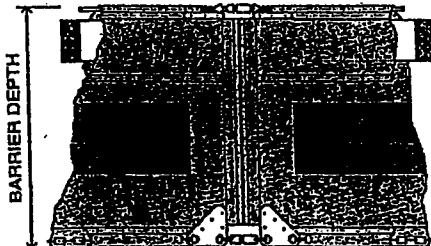
Floating barriers consist of a top flotation boom, an impervious fabric skirt extending downward under water, and a heavy galvanized steel chain sealed into a hem along the bottom of the skirt to provide ballast. End hems are heat sealed around a rope and grommets to allow attachment to each other with rope or bolts/nuts/washers. All .DOT barriers are constructed of tough 18 oz. vinyl-polyester fabric (22 oz. optional).



Type 1.DOT for waters with low currents (no more than one foot per second) and light winds: Lakes, ponds, small streams, marshes. Flexible top flotation section with encapsulated eps foam flotation logs (6" x 6" x 4').



Type 2.DOT for higher current waters (up to five feet per second); Deeper lakes, streams, intercoastal and tidal areas. Includes an encapsulated steel load cable along top of barrier. 8" x 8" x 4' flotation logs. Wear stress points are reinforced with shields.



Type 3.DOT is similar to Type 2.DOT except that polypropylene filter fabric is permanently inserted into the barrier skirt to meet some states' specifications.

.DOT Series Turbidity Barriers meet all known state specifications.

IMPRINTING: Every Tough Guy Turbidity Barrier is imprinted with its TYPE on its flotation section. Types ".DOT" are clearly imprinted in bold 2" letters to assure easy reading by jobsite inspectors.

DIMENSIONS: Standard size for all Types is 5'D x 50'L. Depths available: 2' to 100'. Lengths: 6' to 100'.

COLORS: Standard is Aer-Flo YELLOW. Other colors available.

Complete specifications, installation and engineering data, and

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POND BAFFLE CURTAINS	
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BELLE CONTRACTING, INC.
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TOUGH GUY® floating and staked turbidity barrier specifications

1.DOT	1.e	2.DOT	2.e	3.DOT	STAKED	MATERIAL DESCRIPTION
	*		*		*	16 oz. nominal laminated vinyl-polyester fabric
*		*		*		18 oz. laminated vinyl-polyester fabric (note 4)
		*		*		22 oz. vinyl coated polyester fabric (see Selection Guide below)
		*		*		polypropylene woven filter fabric (note 6)
*	*	*	*	*	*	heat sealed seams (note 1)
*	*	*	*	*		5/8 inch polypropylene twisted rope edge reinforcement
*	*					6" x 6" x 48" EPS foam blocks providing 11 lbs / ft buoyancy (note 5)
		*		*	*	8" x 8" x 48" EPS foam blocks providing 18 lbs / ft buoyancy (note 5)
*	*	*	*	*	See Detail	standard depth = 5 feet (note 2)
		*	*	*		standard length = 50 feet (note 3)
*	*				*	standard length = 100 feet (note 3)
*	*	*	*	*		#4 brass grommets approximately 12" o.c. in edges for laced connection
*	*					aluminum stress plates at top and bottom corners
		*	*	*		5/16 inch galvanized street proof coil ballast chain - 95 lbs / 100 ft
		*	*	*		5/16 inch 7 x 19 vinyl coated galvanized steel topload cable 9800 lb
		*	*	*		breaking strength - 1960 lb allowable working load
		*	*	*		galvanized steel safety snap top connection

NOTES

- The filter fabric in Type 3.DOT barriers cannot be heat sealed. It must be sewn.
- Any special depth of barrier will be supplied to order. Call your Distributor for pricing.
- Any special length of barrier will be supplied to order. Call your Distributor for pricing.
- Heavyweight fabrics will be supplied to order. Call your Distributor for pricing.
- Buoyancy is increased on special depths. See the Selection Guide below.
- The entire skirt of both Types 1.DOT and 2.DOT barriers can be fabricated using filter fabric in lieu of vinyl.

FABRIC SPECIFICATIONS				
CHARACTERISTIC TEST METHOD	16 OZ NOMINAL LAMINATED	18 OZ LAMINATED	22 OZ COATED	GEOTEXTILE FILTER
CONSTRUCTION	VINYL LAMINATE ON 1000 DENIER 9 X 9 SCRIM	VINYL LAMINATE ON 1300 DENIER 9 X 9 SCRIM	VINYL COATED ON WOVEN 6 OZ POLYESTER BASE	WOVEN POLYPROPYLENE
WEIGHT ASTM D-2374	NOMINAL 16 OZ / SQ YD 376 GR / SQ M	18 OZ / SQ YD 423 GR / SQ M	22 OZ / SQ YD 517 GR / SQ M	7.5 OZ / SQ YD 176 GR / SQ M
ADHESION ASTM D-751-95 SEC 43.1.2	15 LB / IN 14 daN / 5 cm	15 LB / IN 14 daN / 5 cm	14 LB / IN 13 daN / 5 cm	NOT APPLICABLE
GRAB TENSILE ASTM D-5034	250 x 225 LB / IN 238 x 214 daN / 5 cm	397 x 373 LB / IN 378 x 363 daN / 5 cm	500 x 400 LB / IN 476 x 389 daN / 5 cm	350 x 250 LB / IN 333 x 230 daN / 5 cm
YOUNG TEAR ASTM D-2261	70 x 55 LB / IN 67 x 52 daN / 5 cm	96 x 86 LB / IN 91 x 82 daN / 5 cm	132 x 143 LB / IN 126 x 136 daN / 5 cm	95 x 55 LB / IN 90 x 52 daN / 5 cm
HYDROSTATIC ASTM D-751-95	400psi	385psi	881psi	NOT

OFFICE OF SPECIAL RECLAMATION

POND BAFFLE CURTAINS

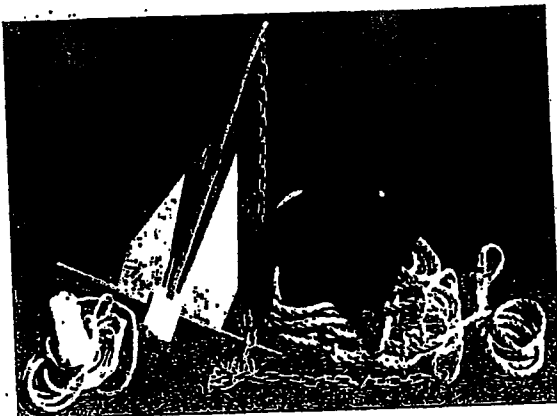
SCALE: NOT TO SCALE
 DATE: _____
 DRAWN BY: _____
 PROJECT NO: _____

BELLE CONTRACTING, INC.
 S-6020-87

BARRIER SELECTION GUIDE							
Current (ft. per sec.)	Curtain Depth in Feet						
	0-5	5-10	10-15	15-20	20-25	25-30	30+
0	A	B	B	C	D	E	F
1	B	B	C	D	E	F	F
2	C	C	D	E	F	F	G
3	D	D	E	F	F	G	G
4	D	E	F	F	G	G	G
5	D	E	F	G	G	G	G

- A. Type 1.e, 16 oz. nominal laminated fabric, 6 inch flotation, standard anchorage
- B. Type 1.DOT, 18 oz. laminated fabric, 6 inch flotation, standard anchorage
- C. Type 2.e, 16 oz. nom. laminated fabric, 8 inch flotation, special anchorage, engineering suggested
- D. Type 2.DOT, 18 oz. laminated fabric, 8 inch flotation, special anchorage, engineering recommended
- E. Type 2.DOT, 22 oz. coated fabric, 8 inch flotation, special anchorage, engineering required
- F. Type 2.DOT, 22 oz. coated fabric, 10 inch flotation, special anchorage, engineering required
- G. Type 2.DOT, 22 oz. coated fabric, 12 inch flotation, special anchorage, engineering required

ANCHOR KITS for Floating Turbidity Barriers



An Anchor Kit includes everything needed to anchor Tough Guy Floating Turbidity Barriers... Anchor, rope, chain, shackles, thimbles, anchor buoy, and positioning/retrieval buoy... **EVERYTHING.**

Either 18 lb. or 25 lb. Danforth-type anchors.

Kit is FACTORY ASSEMBLED.

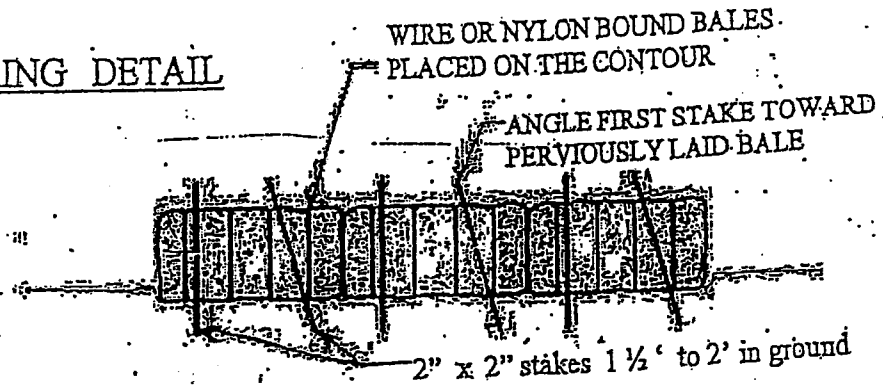
Easy to install. Just snap onto cable loop at joint of turbidity barrier's top load line. Position and reposition with included Positioning/Retrieval line.

SAVES TIME & MONEY AT THE JOBSITE.

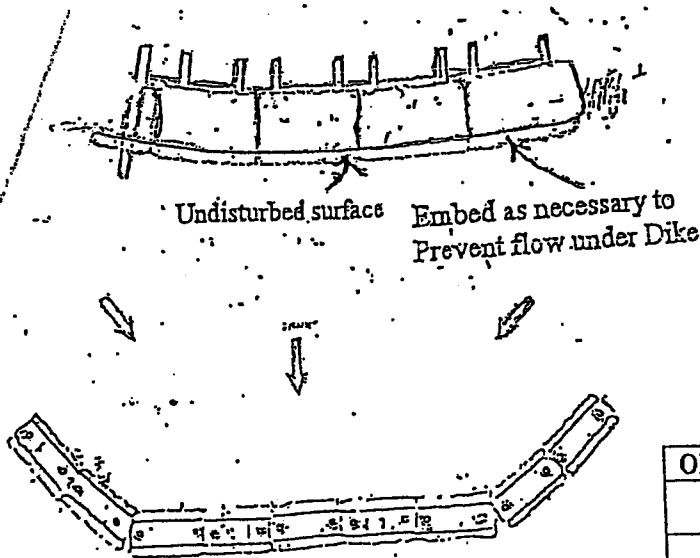
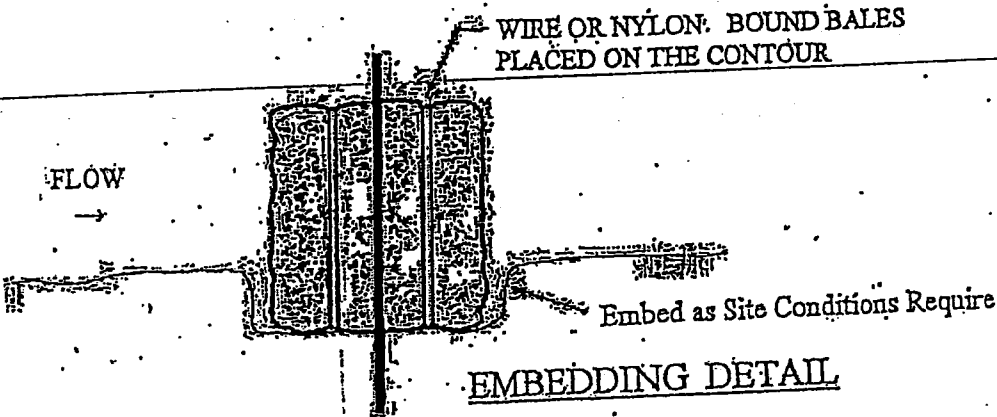
OFFICE OF SPECIAL RECLAMATION	
POND BAFFLE CURTAINS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23	PAGE 81	REQ. OR P.O. NO. DEP. 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

ANCHORING DETAIL



WIRE OR NYLON BOUND BALES
PLACED ON THE CONTOUR



SEDIMENT BARRIER

OFFICE OF SPECIAL RECLAMATION

HAYBALE DIKE

SCALE:

DRAWN BY:

DATE:

PROJECT NO:

BUYER CB-23	PAGE 182	REQ. OR PO NO DEP 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

Belle Contracting
 PERMIT S-6020-87

NOTES:

Posts and braces may be either round or square shaped. Dimensions shown on the Plans are for round posts and braces only. When square posts are used, line posts shall be 4" square (min.); braces 4" square (min.); corner, end, pull, gate, approach, and intermediate posts 6" square (min).

The positioning of the fence fabric and barbed wire on the posts, as shown on the "Typical Fence Section" detail, applies for level and gentle sloping terrain. For fence erected on slopes, the positioning may be adjusted to meet the slope conditions as long as the adjustment is continued from post to post in a uniform manner. Trenching on slopes may be warranted. On slopes, posts will continue to be erected vertically, unless otherwise directed, and the ends of the fencing fabric shall be cut on a skew as may be necessary for proper connection to the posts.

Dumped rock channel protection will be used at channel crossings when called for on the plans.

Install drainage structure terminal installations as called for on the plans and/or as shown on typical fence details.

Unless otherwise specified, or directed by the Engineer, the farm field fence may be installed with the fence fabric and barbed wire positioned on either side of the fence posts.

Hardware and miscellaneous fittings, not specifically designated herein as to type or dimensions, shall conform to the applicable requirements of Section 608 of the Specifications and shall be of good quality commercial design acceptable to the Engineer.

In lieu of the barbed wire detailed herein, the following additional types are acceptable, provided they retain the "4-point barb at 5-inch centers" requirement and provided they meet or exceed the strength and coating requirements for the standard, 12-1/2 gage, barbed wire as called for in 712.10 of the Specifications:

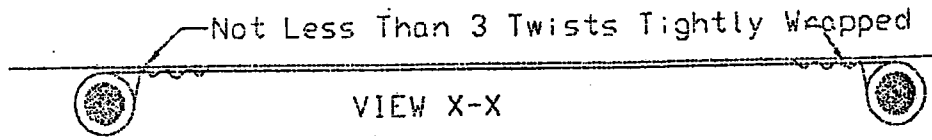
- (a) stranded, 15-1/2 gage, high carbon steel wire.
- (b) one-strand, 12 gage, steel barbed wire.

Pedestrian and vehicular gate frames (and vertical braces) may be either galvanized steel pipe members as shown herein or may be triple-coated steel pipe members meeting the requirements specified on Standard Sheet F2. All other metal components of the gate shall be galvanized, with the exception of die-cast aluminum corner fittings, or pressed steel corner fittings.

OFFICE OF SPECIAL RECLAMATION	
FENCE NOTES SECTION	
SCALE: NOT TO SCALE	DRAWN BY:
DATE: 7/31/07	PROJECT NO: PERMITS-6020-87

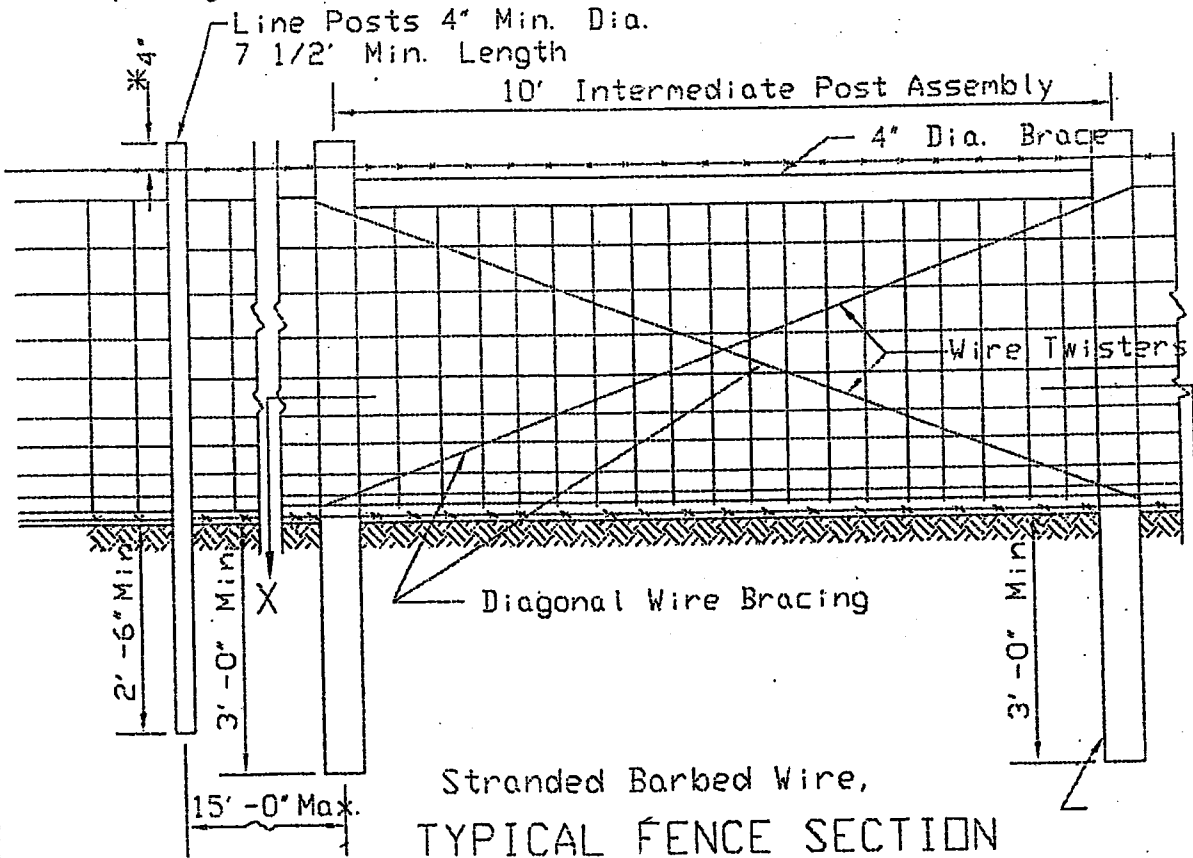
BUYER CB-23	PAGE 183	REQ. DR PD NO DEP 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

Belle Contracting
 PERMIT S-6020-87



(Connection of Fencing Fabric to Intermediate Assembly Posts)

Max. Spacing of Line Posts shall be 15'-0".



Stranded Barbed Wire,
 TYPICAL FENCE SECTION

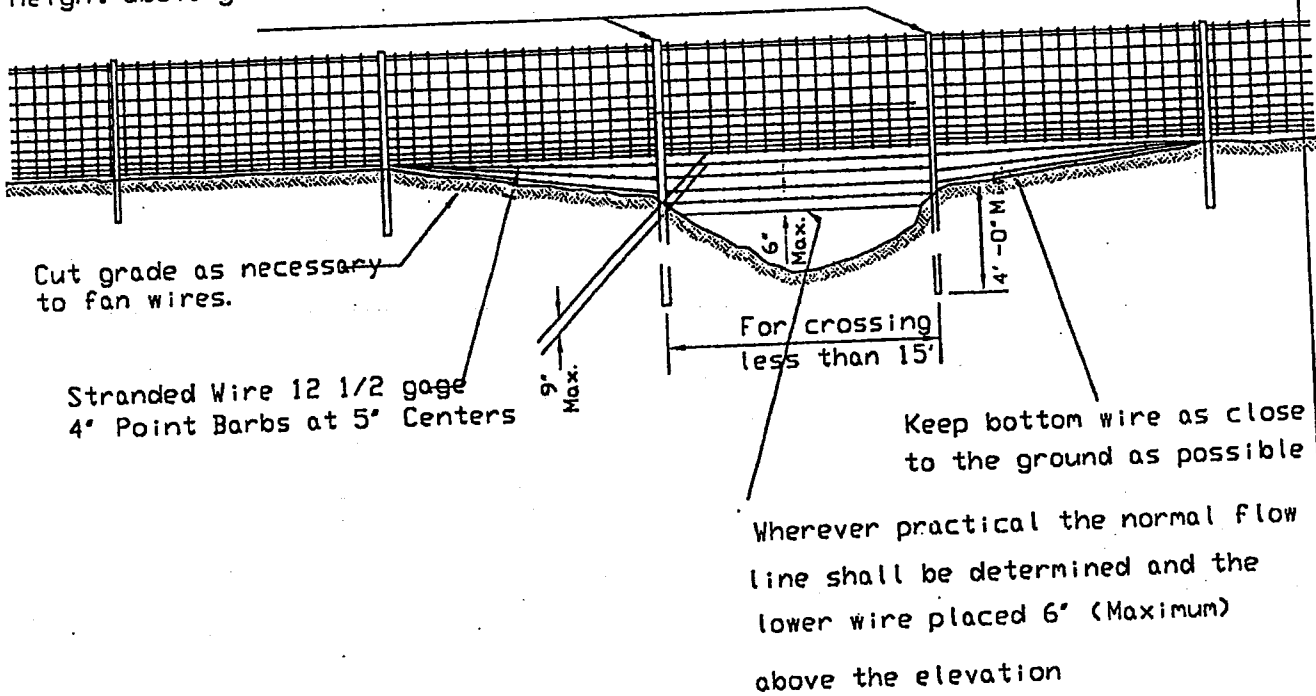
OFFICE OF SPECIAL RECLAMATION	
TYPICAL FENCE SECTION	
SCALE: NOT TO SCALE	DRAWN BY:
DATE: 7/31/07	PROJECT NO: PERMITS-6020-87

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

BUYER CB-23	PAGE 184	REQ. OR PO NO DEP 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

COMPANY Belle Contracting
 PERMIT S-6020-87

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



DETAIL SHOWING TYPICAL SECTION AT MINOR
 DEPRESSIONS AND WET WEATHER CROSSINGS

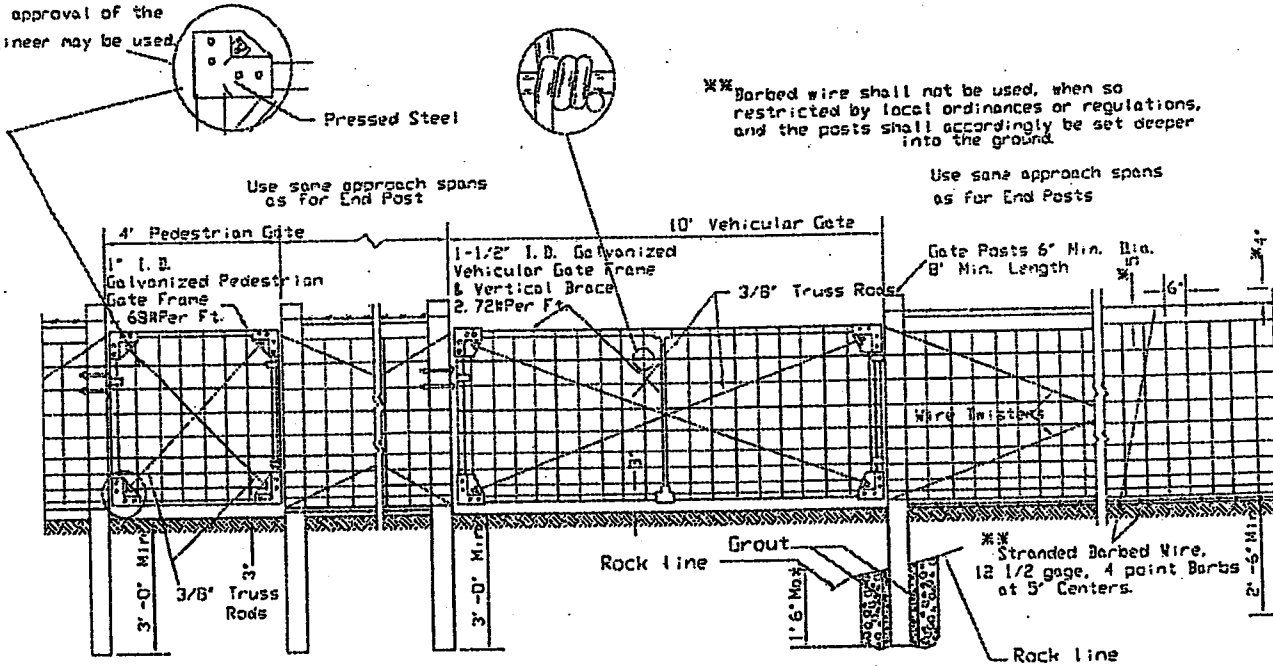
OFFICE OF SPECIAL RECLAMATION	
FENCING DETAILS DRAWING LINE 2	
SCALE: NOT TO SCALE	DRAWN BY:
DATE: DATE	PROJECT NO: PERMITS-6020-87

BUYER CB-23	PAGE 85	REQ. OR PO NO DEP 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

COMPANY Belle Contracting
 PERMIT S-6020-87

PEDESTRIAN AND VEHICULAR GATE CORNER ATTACHMENT

Similar designs meeting the approval of the Engineer may be used.



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

Use same approach spans as for End Post

Use same approach spans as for End Posts

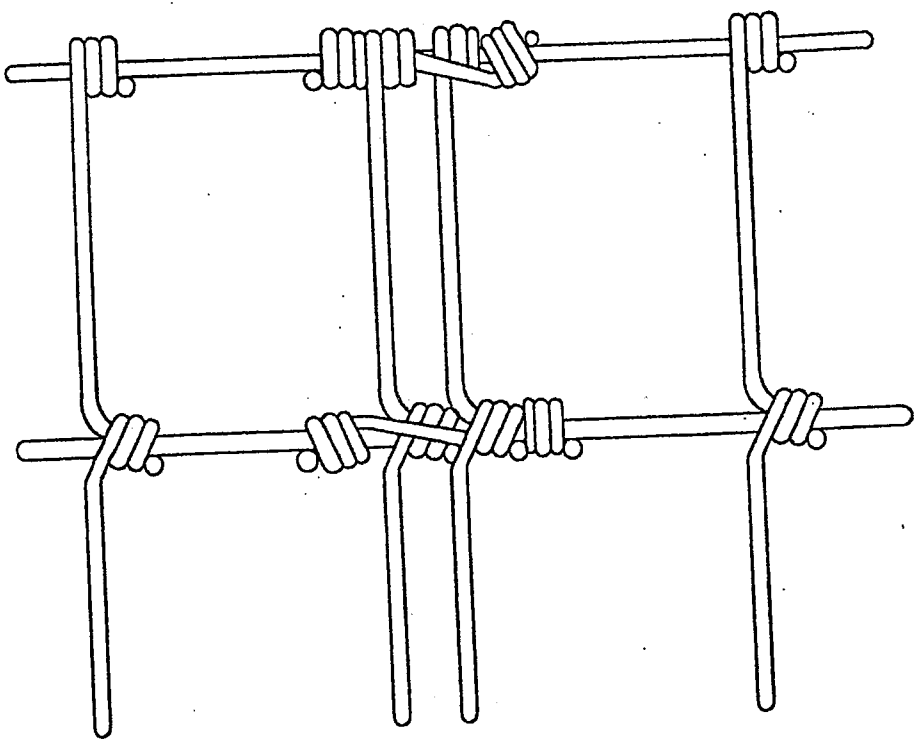
When a portion of any post falls in rock, that portion shall be grouted in place as shown above.

TYPICAL FENCE SECTION

OFFICE OF SPECIAL RECLAMATION	
FENCE and GATE DETAILS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE: DATE	PROJECT NO: PERMITS-6020-87

BUYER CB-23	PAGE 86	REQ. DR PD NO DEP 13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

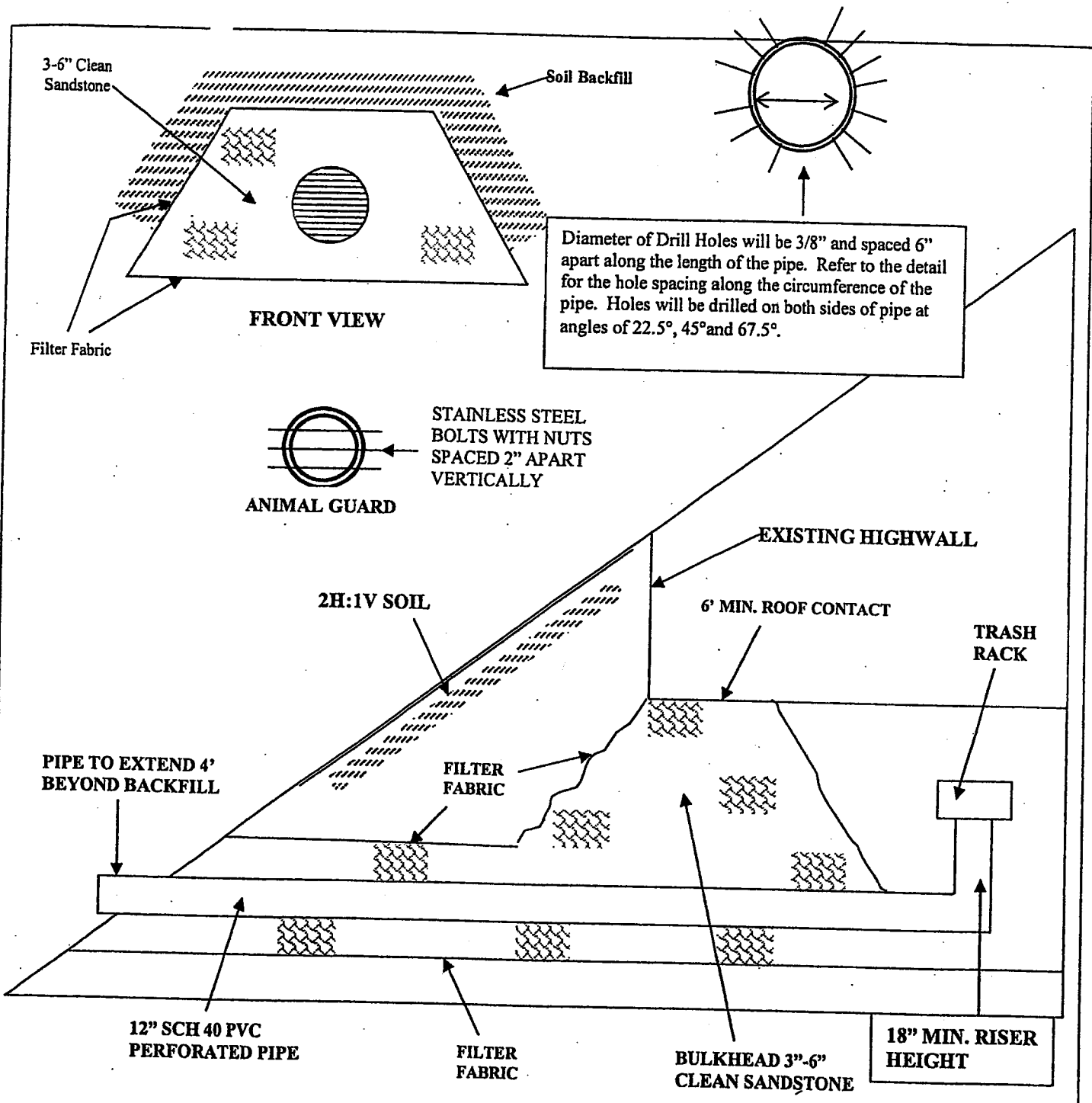
COMPANY Belle Contracting
PERMIT S-6020-87



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

TYPICAL WIRE FENCE SPLICE

OFFICE OF SPECIAL RECLAMATION	
FENCE SPLICING DETAILS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE: DATE	PROJECT NO: PERMITS-6020-87



BELLE CONTRACTING, INC.
S-6020-87

OFFICE OF SPECIAL RECLAMATION	
TYPICAL WET MINE SEAL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

90

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: Carpenter Reclamation Inc.Authorized Signature: Kelley Carpenter Date: 1-29-09



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

Request for Quotation

RFO NUMBER
DEP13016

PAGE
1

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

VENDOR

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

SISSONVILLE WV 25360-0015

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/02/2008				

BID OPENING DATE: **01/21/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE BELLE CONTRACTING PROJECT TO DISTRIBUTE THE SIGN-IN SHEETS, SCOPE OF WORK REVISIONS, AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID CON- FERENCE DATED 11/19/2008.</p> <p>BID DATE AND OPENING TIME REMAIN 01/21/2009 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p> <p>RECLAMATION: RESTORATION OF LAND</p> <p>***** THIS IS THE END OF RFQ DEP13016 ***** TOTAL: <u>\$/ 439,002.00</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE <i>984-1115</i>	DATE <i>1-29-09</i>
TITLE <i>President</i>	FEIN <i>550693493</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 13016 Bid Date: 1/21/09
 Project: Belle Contracting S-6020-07 Pre-Bid Date: 1/19/08

Name : GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC
 Address: P.O. BOX 218
KENNA, WV
25248
 Phone #: (304) 372-4378
 Fax #: (304) 372-4378
 Email : AGN@kna.com

Name : ANN HARROWELL
 Company: EASTERN ARROW CORP
 Address: PO BOX 4168
CHAS, WV 25864
 Phone#: 304-414-0255
 Fax # : 0256
 Email : easternarrow@hotmail.com

Name : GARY LONG
 Company: M Court & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601
 Phone #: 304 765-5288
 Fax # : 304 765-5293
 Email : _____

Name : MICK JONES
 Company: Bowmont Const.
 Address: P.O. Box 9066
Bowmont WV 25070
 Phone#: 304-548-7604
 Fax # : 304-548-7133
 Email : Bowmont Const @ yahoo.com

Name : ROBERT BARNES
 Company: BARNES EXC. INC.
 Address: P.O. BOX 13384
Sissonville WV 25380
 Phone #: 984-1225
 Fax # : 984-0074
 Email : none

Name : DANNY SULLIVAN
 Company: Danny Sullivan Excavating
 Address: 801 LANT ST
Coal Grove Ohio 4638
 Phone#: 740 237 0251
 Fax # : 740 533 2813
 Email : DANCO 416@yahoo.com

Name : BASIL CARPENTER
 Company: BASIL A CARPENTER EX INC
 Address: 333A CAIL RD Chs, WVA
 Phone #: (304) 546-1001
 Fax # : 11 984-3528
 Email : _____

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO
 Address: 511 50th STREET
CHARLESTON WV
25304
 Phone#: 304 425 0253
 Fax # : 925 4043
 Email : JodyM@GMAIL.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 13016
Project: Belle Contracting 5-6020-87

Bid Date: 1/21/09
Pre-Bid Date: 11/19/08

Name : Doug Vincent
Company: Breakaway Inc.
Address: 1075 Old Turnpike Rd
Sutton, WV 26601
Phone #: 765-5317
Fax #: 765-5389
Email : -

Name : Randy Carpenter
Company: Carpenter Production
Address: PO Box 17615
Sissonville, WV
Phone#: 984 1115
Fax #: 984-2770
Email :

Name : Clyde R. Raynes
Company: Raynes & Sons Excavation
Address: PO Box 438
Eleanor, W.V. 25070
Phone #: (304) 545-3778
Fax #: (304) 586-2535
Email :

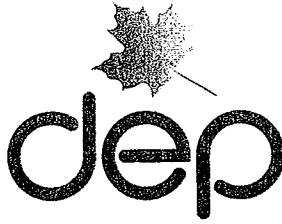
Name :
Company:
Address:
Phone# :
Fax # :
Email :

Name : DAVID JACKSON
Company: TRI STATE PIPELINE
Address: 912 SOLIDA RD
South Point, OH
Phone #: 740-377-9208
Fax #: 740-377-9435
Email : DAVID JACKSON @ TRI-state pipeline

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

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

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



004

west virginia department of environmental protection

Office of Special Reclamation
601 57th Street, SE
Charleston, WV 25304
(304) 926-0499 fax (304) 926-0458

Joe Manchin III, Governor
Randy C. Huffman, Cabinet Secretary
www.wvdep.org

MEMORANDUM

To: Chuck Bowman, Senior Buyer

From: Charlie Stover

Date: November 20, 2008

Subject: Addendum to DEP 13016 Belle Contracting Pre-bid Conference Corrections, Questions & Answers

The following are corrections to the 'Scope of Work' and notes on typicals.

1. Item 6 – Add the following paragraph to the description:
The permanent access bridge that crosses Manilla Creek needs repaired by adding reinforced wingwalls to all four corners of the abutments and reinforced concrete approach aprons added to both ends of the bridge deck. The cost of the concrete, expansion joints, and reinforcing steel shall be incidental to repair existing bridge and approaches." (See attached plans and/or specifications)
2. Item 11 now reads:
Construct approximately six hundred twenty five feet (625 LF) of limestone rip-rap trapezoidal channel "A" to collect and convey bench and wet seal discharge drainage to the "alkalinity cell no. One (1)". This ditch shall be keyed into the base of the "backstack" and shall be lined on the bottom and outslope with HDPE "poly-flex" sixty (60) mil. or equivalent liner with seams fused on site so it will not leak. The cost of the limestone, liner, and excavation and placement shall be incidental to the cost of "trapezoidal channel "A". (See attached design specifications.)

Item 11 should read:

Construct approximately six hundred twenty five feet (625 LF) of limestone rip-rap trapezoidal channel "A" to collect and convey bench and wet seal discharge drainage to the "alkalinity cell no. One (1)". . This ditch shall be keyed into the base of the "backstack" and shall be lined on the bottom and outslope with HDPE "poly-flex" sixty (60) mil. or equivalent liner with seams fused on site so it will not leak. ***A six inch (6") layer of one and a half inch (1 ½") crusher run limestone will be placed on the liner to protect it from damage prior to placement of riprap.*** The cost of the limestone, liner, and excavation and placement shall be incidental to the cost of "trapezoidal channel "A". (See attached design specifications.)

3. Item 13 now reads:

Construct approximately three hundred feet (300 LF) of limestone rip-rap "V" ditch "B" from the alkalinity cell "1" to the headwall "A" of pond "1" this ditch shall be lined with a "poly-flex" sixty (60) mil or equivalent liner with seams fused on site so that it will not leak. The cost of the limestone, liner, excavation and placement shall be incidental to the cost of "V-ditch "B". (See attached design specifications.)

Item 13 should read:

Construct approximately three hundred feet (300 LF) of limestone rip-rap "V" ditch "B" from the alkalinity cell "1" to the headwall "A" of pond "1" this ditch shall be lined with a "poly-flex" sixty (60) mil or equivalent liner with seams fused on site so that it will not leak. ***A six inch (6") layer of one and a half inch (1 1/2") crusher run limestone will be placed on the liner to protect it from damage prior to placement of riprap.*** The cost of the limestone, liner, excavation and placement shall be incidental to the cost of "V-ditch "B". (See attached design specifications.)

4. The note at the bottom of drawing "Belle Contracting bridge repair", page 45, now reads:

Concrete reinforced walls shall be six inches thick with one mat of No. 4 rebar on six inch centers. The poured concrete approach aprons shall be reinforced with No. 4 rebar on six inch centers.

Should read:

Concrete reinforcing walls shall be six inches thick with one mat of No. 4 rebar on six inch centers. ***Horizontal reinforcing steel will be doweled into the existing concrete.*** The poured concrete approach aprons shall be reinforced with a mat of No. 4 rebar on six inch centers.

5. The drawing "Stainless steel trash rack typical attachment" on page 48 needs to have all references to stainless removed. A carbon steel trash rack will be acceptable.
6. The note on page 61, Sludge pump line attachment Ponds 1 & 2, now reads"

With stainless steel cam-lock connection

Should read:

With stainless steel cam-lock connection with cap

The following questions were asked during the Pre-bid conference held on November 19, 2008, @ 10:00 am. The responses to these questions are also provided.

- Q. Does re-graveling access road have its own pay item?
 A. No, it is covered under Item #3 haulroad & access road.
- Q. What about these tires around the barn?
 A. Shouldn't be in the way, we are only skirting around the barn anyway.

Q. Do we have to take anything off site?

A. No.

Q. What about access road from temporary crossing to work site?

A. That will be on the contractor. It is only a pasture to drive across and shouldn't need much work.

Q. What about permits for the temporary crossing?

A. Contractor may have to obtain a Public Lands Corps permit but that will be his/her responsibility.

Q. Are you going to have a typical for the bridge work?

A. Yes, drawings are already in the package. The work was not listed in the scope though.

Q. Are you not supposed to support the ridge underneath?

A. No, the bridge is very sturdy with large steel beans but the approaches are in need of repair.

Q. Are pumps to pump the water back up included any place?

A. No the pumping will be done at a later day after utilizing the system and developing sludge.

Q. What is that over against that hill, a pipe?

A. No, that's only a different fence post. There aren't any pipelines in this area.

Q. The 1300 cy fill is only to backfill over the 60" pipe?

A. No, the 1300 cy should be all you need to move to backfill pipe and for pond development.

Q. Does that fence need to be re-established?

A. We'll talk to the property owner, but we don't think that it is used anymore. Our fence would close that area anyway.

Q. Are we going to have to clean up area beneath 60" pipe or excavate down to place it?

A. No, as long as we have 12" of bedding beneath it we can place it in existing grade and cover it.

Q. You don't have any wingwalls designed for that 60" pipe anywhere?

A. Yes, a headwall with trash rack goes at upper end and wingwalls at lower end as per the plans & specs.

Q. Where does the dredged material go from pond 3?

A. We can use the material for fill to build ponds or cover the pipe, just can't place it around water flow areas.

Q. Do the sides of the pond get worked or excavated any?

A. No, they should be ok. We only need to dredge to establish original capacity.

- Q. Do you have a water depth that you want after dredging pond 3?
- A. It's listed in the drawing, but we think it is four or six feet. We have that on lower end of pond, but we need to dredge this upper end to get that depth, probably about a third of the way out into the pond. Plans call for 4 feet with 2 additional feet of freeboard.



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
DEP13016

PAGE
1

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

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/20/2009				

BID OPENING DATE: 01/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED FOR THE BELL CONTRACTING PROJECT TO DISTIRBUTE THE CHANGES IN SCOPE OF WORK AND THE TYPICAL DRAWING AS DESCRIBED IN THE ATTACHED MEMO FROM THE AGENCY.						
BID DATE & OPENING TIME ARE THEREFORE EXTENDED FROM 01/21/2009 TO 01/29/2009 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP13016 ***** TOTAL:						439,002.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Kelly Carpenter</i>	TELEPHONE 9841115	DATE 1-29-09	
TITLE <i>President</i>	FEIN 550693493	ADDRESS CHANGES TO BE NOTED ABOVE	

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



west virginia department of environmental protection

Office of Special Reclamation
601 57th St. SE
Charleston, WV 25304
Ph. (304)926-0499

Joe Manchin III, Governor
Randy C. Huffman, Cabinet Secretary
www.wvdep.org

MEMORANDUM

To: Chuck Bowman, Senior Buyer

From: Charlie Stover *CS*
1/16/09

Date: January 16, 2009

Subject: Addendum to DEP 13016 Belle Contracting S-6020-87

The following are corrections to the "Scope of Work" and notes on typical.

1. Item 22 now reads:

Construct approximately three hundred feet (300 LF) of open limestone rip-rap channel "C" from pond "2" to existing pond "3". The cost of the limestone and construction of this ditch shall be incidental to the cost of "V-ditch C" (See attached design specifications.)

Item 22 should read:

Construct approximately three hundred feet (300 LF) of open *grouted* limestone rip-rap channel "C" from pond "2" to existing pond "3". The cost of the *grout*, limestone, and construction of this ditch shall be incidental to the cost of "V-ditch C". (See attached design specifications.)

2. The note under the Typical "V-ditch" drawing (page 64) now reads:

Ditch "B, & C" shall be lined to prevent leaking.

Should read:

Ditch "B" shall be lined to prevent leaking.

Ditch "C" shall be grouted with 100% grout penetration to fill all voids.



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
DEP13016

PAGE
1

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

PURCHASER

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/20/2009				

BID OPENING DATE: **01/29/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 3 ***** ADDENDUM ISSUED TO CLARIFY THE BID OPENING DATE FROM THE TYPO IN ADDENDUM NO. 2 ISSUED ON 01/20/09. THE BID OPENING DATE IS 01/29/2009 AT 1:30 PM, AS REFLECTED CORRECTLY IN THE BID OPENING DATE SECTION OF THIS FORM ABOVE. PLEASE NOTE THE INCLUDED DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT IS NOW MANDATORY WITH SUBMISSION OF THE BID. ***** NO OTHER CHANGES *****						
0001	1	JB		962-73	\$	439,002.00
				RECLAMATION: RESTORATION OF LAND		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE 984-1115	DATE 1-29-09
TITLE <i>President</i>	FEIN 550693493	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

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

1. I am an employee of Carpenter Reclamation Inc.; and,
(Company Name)

2. I do hereby attest that Carpenter Reclamation Inc.
(Company Name)

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

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

Carpenter Reclamation Inc.
(Company Name)

By: Kelley Carpenter

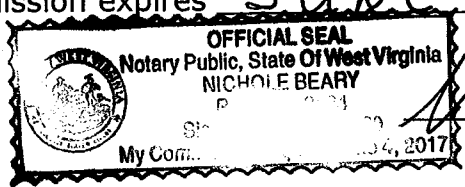
Title: President

Date: 1-29-09

Taken, subscribed and sworn to before me this 29 day of JAN. 2009

By Commission expires JUNE 4, 2017

(Seal)



Nichole Beary
(Notary Public)

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



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 DEP13016, Reclamation of a 5 acre disturbance in Putnam County, according to plans and specifications.

NOW THEREFORE,

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

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the 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 20th day of November, 2008.

Principal Corporate Seal

Carpenter Reclamation
(Name of Principal)

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

President
(Title)

Surety Corporate Seal

Western Surety Company
(Name of Surety)

Ross E. Johnson
Ross E. Johnson Attorney-in-Fact

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Ross E Johnson, Beverly A Holstine, Kathryn K Arthur, Sheila Mc Cormick, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 25th day of April, 2008.

WESTERN SURETY COMPANY



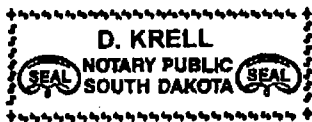
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of April, 2008, 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 20th day of November 2008.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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