



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
DEP14998

PAGE
1

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

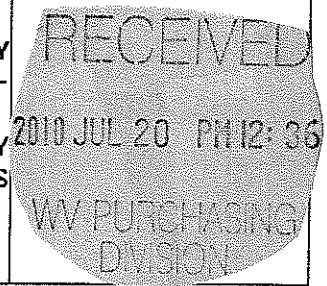
***709035406 304-472-8890**
J F ALLEN COMPANY
PO BOX 2049
BUCKHANNON WV 26201

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/23/2010				

BID OPENING DATE: **07/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<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 BUFFALO COAL COMPANY, NOW UNDER REVOKED PERMIT NUMBER(S) U-2010-94, ON A SITE CONSISTING OF APPROXIMATELY 15 ACRES LOCATED NEAR MOUNT STORM, WV, (GRANT CO.).</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 06/17/2010 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFOR</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Michael D. Byrd* TELEPHONE: **304-472-8890** DATE: **July 6, 2010**

TITLE: **VICE PRESIDENT** FEIN: **550328627** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VULZOO

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SHIP TO

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<p>MATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: IN GRANT COUNTY, FROM THE INTERSECTION OF USR 50 AND CR 42 TRAVEL WEST ON USR 50 ABOUT 5.3 MILES TO THE SITE HAULROAD ON THE RIGHT. ENTER THROUGH GATE AND TRAVEL DOWNHILL TO MINE SITE ON LEFT.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG FREE WORK PLACE AFFIDAVIT MUST BE SIGNED & SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-472-8890	DATE July 6, 2010
TITLE VICE PRESIDENT	FEIN 550328627	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ID, CHAPTER 21 OF THE WV 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 GRANT COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF</p>						

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PURCHASER

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<p>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 BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS</p>						

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<p>LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: <i>J.F. Allen Company</i> CONTRACTORS NAME: <i>J.F. Allen Company</i> CONTRACTORS LICENSE NO.: <i>WV 000376</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 304-472-8890 DATE JULY 6, 2010

TITLE VICE PRESIDENT FEIN 550328677 ADDRESS CHANGES TO BE NOTED ABOVE

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<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, ALTERATIO 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, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, O 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>JF Allen</i>	TELEPHONE 304-472-8890	DATE JULY 6, 2010
TITLE Vice President	FEIN 550328627	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>						

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WHEN RESPONDING TO RFO INSERT NAME AND ADDRESS IN SPACE ABOVE I AM FEIN VENDOR



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<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *MDS* TELEPHONE **304-472-8890** DATE **JULY 6, 2010**
 TITLE **VICE PRESIDENT** FEIN **550328627** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
DEP14998

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9

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

***709035406 304-472-8890**
J F ALLEN COMPANY
PO BOX 2049

BUCKHANNON WV 26201

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/23/2010				

BID OPENING DATE: **07/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-472-8890	DATE July 6, 2010
TITLE VICE PRESIDENT	FEIN 550328627	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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ADDRESS CORRESPONDENCE TO ATTENTION OF
**CHUCK BOWMAN
 304-558-2157**

VENDOR

*709035406 304-472-8890
**J F ALLEN COMPANY
 PO BOX 2049
 BUCKHANNON WV 26201**

SHIP TO

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

DATE PRINTED 05/23/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	ADDENDUM NOS.:					
	NO. 1	.....	✓	.....
	NO. 2	.....		.....
	NO. 3	.....		.....
	NO. 4	.....		.....
	NO. 5	.....		.....
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
<i>Michael D. McGill</i> SIGNATURE <i>J.F. Allen Company</i> COMPANY <i>JULY 6, 2010</i> DATE						
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>AMR</i>	TELEPHONE 304-472-8890	DATE JULY 6, 2010
TITLE VICE PRESIDENT	FEIN 550328627	ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER CB-23		REQ. OR PO NO. DEP 14998 12
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of BUFFALO COAL COMPANY Permit U-2010-94, 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 road 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 is to be obtained and installed.
2. Storm water management in the form as described in bid item #10.0, accompanying specifications and as shown on the Reclamation Plan shall be installed.
3. Concurrent and continuous reclamation shall begin at point A as shown on the site plan and shall end at point C. Backfill is required for highwall area as shown in attached plans, per bid item 5.0. Regrading and topsoiling is required for all disturbed areas, per bid item 6.0. Revegetation and soil improvement is required for all disturbed areas, per bid item 8.0. 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. (no separate bid item)
5. The existing main haul/access roadway from turnoff of U.S. Rt. 50 down to Point A will be maintained as necessary, per bid item 3.0, and eventually upgraded, per bid item 3.1. Access from US Rt. 50 through the site during construction will be required to allow adjacent property owners access. See the attached plans and or specifications.
6. Construct and install four (4) deep mine seals, per bid item 4.0. Seals will be wet type seals. Mine seal pipes will extend outward past the toe of backfill and discharge into collection V-Ditch #1 as shown in the attached plans and / or specifications.
7. Backfill and eliminate mining highwall within the designated project area, per bid item 5.0. Utilize all available materials from designated borrow areas to backfill the existing highwall to the maximum extent possible (minimum of 4 feet over the coal seam). The existing pond will be downsized to complete the backfill work. See the attached plans and / or specifications.
8. Approximately 300 L.F. of the existing "L" shaped pond (along the highwall) will be eliminated to allow backfilling operations, per bid item 9.0. A short section of the pond perpendicular to the highwall and located at the eastern edge (near Point B) drive thru will be left in place to control storm water runoff during the reclamation project. All surface runoff from the disturbed project area will be directed toward this remaining pond throughout the reclamation project. A grouted rip-rap open spillway will also be constructed across the access road with the existing culverts removed and outslope protection installed. See the attached plans and / or specifications.

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9. Construct approximately 1050 L.F. of riprap Ditch #1 (per bid item 11.0) to collect water from the mine seal pipes and surface runoff and convey it to the existing (downsized) on-bench pond prior to discharge off site. See the attached plans and/ or specifications.
10. Construct approximately 100 L.F. of riprap Channel #2 (per bid item 12.0) to collect and convey surface water runoff from above the mine site down across the backfill and to discharge into V-Ditch #1. This channel will be constructed on a 50 percent grade and grouted throughout. A grouted rip-rap energy dissipating basin will also be provided where the channel intercepts V-Ditch #1. See the attached plans and / or specifications.
11. The existing roadway (beginning at/near Point A, ending at/near Point B) will be removed during reclamation to facilitate borrow material for reclamation and will be reconstructed across the finished regraded site. Access through the site during construction will be required to allow adjacent property owners access. The existing gate at the far end of the project area will be protected to provide continuous security to the adjacent properties.
12. Remove all junk, concrete pads, metal and debris from the site and dispose of in an approved manner, per bid item 14.0. Receipts will be provided to the on-site DEP representative as proof of proper disposal.
13. Remove existing C&P phone lines and poles as necessary to access spoil borrow areas (No bid item). Allegheny Power Company lines and poles will also be removed to access spoil borrow areas. Utility facilities are to be removed and/or relocated in coordination with the affected utility company. Disposal of any materials will be performed in an approved manner. Receipts will be provided to the on-site DEP representative as proof of proper disposal.
14. Reconstruct approximately 1120 L.F. of new access road across the site reconnecting the original access road across the project area, per bid item 13.0. See the attached plans and / or specifications.
15. Revegetate approximately six (6.0) acres, per bid item 8.0, according to the attached plans and / or specifications, using the standard seed and fertilizer mixture (see attached plans and/or specifications).

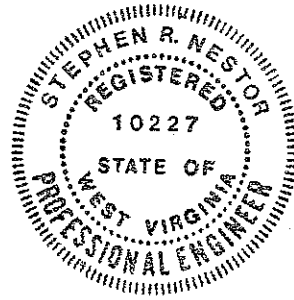
BUYER CB-23	REQ. OR PO NO 14 DEP 14998
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CERTIFICATION

BUFFALO COAL COMPANY
PERMIT U-2010-94

I, Stephen R. Nestor, the undersigned, hereby certify¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.



Stephen R. Nestor
Registered Professional Engineer WV No. 10227

SEAL

Date: 2/23/10

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.

J.F. Allen Company

REVISED PER ADDENDUM NO. 1

WV-36a STATE OF WEST VIRGINIA
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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>BUFFALO COAL COMPANY</u>				
PERMIT NUMBER(S): <u>U-2010-94</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/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	<u>\$10,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	<u>\$1,000.00</u>
3.0	LUMP SUM	<u>MAIN ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	<u>\$2,500.00</u>
3.1	<u>230</u> TN	<u>STONE FOR MAIN ACCESS ROAD UPGRADE</u>	<u>\$ 30.00</u> PER TN	<u>\$6,900.00</u>
4.0	<u>4</u> EA	<u>WET MINE SEAL</u>	<u>\$13,750.00</u> PER EA	<u>\$55,000.00</u>
5.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	<u>\$70,000.00</u>
6.0	<u>6.0</u> AC	<u>REGRADING AND TOPSOILING</u>	<u>\$ 2500.00</u> PER AC	<u>\$15,000.00</u>
7.0		<u>SOIL MATERIAL (this item deleted by Addendum #1)</u>		No Bid
8.0		<u>REVEGETATION</u>		
8.1	<u>6.0</u> AC	<u>AGRICULTURAL LIME</u>	<u>\$500.00</u> PER AC	<u>\$3,000.00</u>
8.2	<u>6.0</u> AC	<u>FERTILIZER</u>	<u>\$500.00</u> PER AC	<u>\$3,000.00</u>
8.3	<u>6.0</u> AC	<u>MULCH</u>	<u>\$650.00</u> PER AC	<u>\$3,900.00</u>
			TOTAL	\$

J.F. Allen Company

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8.4	<u>6.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>500.00</u> PER AC	\$ <u>3,000.00</u>
9.0	LUMP SUM	<u>EXISTING SEDIMENT CONTROL STRUCTURES / RESIZE EXISTING ON BENCH POND, w/SPILLWAY AND OUTSLOPE PROTECTION</u>	LUMP SUM	\$ <u>15,000.00</u>
10.0	<u>2700</u> LF	<u>STORMWATER MANAGEMENT - SILT FENCE/HAYBALE DIKE (Max. Bid \$5.00 Per LF)</u>	\$ <u>5.00</u> PER LF	\$ <u>13,500.00</u>
11.0	<u>1050</u> LF	<u>RIPRAP DITCH / DITCH #1</u>	\$ <u>35.00</u> PER LF	\$ <u>36,750.00</u>
12.0	<u>100</u> LF	<u>GROUTED RIPRAP CHANNEL #2, w/ENERGY DISSIPATING BASIN</u>	\$ <u>150.00</u> PER LF	\$ <u>15,000.00</u>
13.0	<u>1100</u> LF	<u>CONSTRUCT NEW ACCESS ROAD</u>	\$ <u>10.00</u> PER LF	\$ <u>11,000.00</u>
14.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>10,000.00</u>
15.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
		TOTAL PERMIT _____		\$ <u>214,550.00</u>

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BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION/DEMobilIZATION/PROJECT SIGN

PROJECT SIGN

A project sign shall be obtained or manufactured and installed as indicated on the attached specifications and details. Sign shall be installed prior to commencement of construction work. Payment for this sign shall be incidental to the mobilization item. No separate payment will be made.

MOBILIZATION

This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site, including the construction of all temporary access roads, necessary to begin work on a substantial phase of the Contract. The location of Contractor's office and operational areas shall be approved by Department of Environmental Protection (WVDEP).

This item shall also include the proper layout of the work by the Contractor, including furnishing, placing, and maintaining construction layout stakes necessary for the proper performance of the work under this contract, including borrow areas.

DEMobilIZATION

Prior to demobilization, an inspection shall be conducted by the WVDEP and the Contractor to insure compliance with contract performance. Once compliance is ascertained, demobilization activities can be initiated and completed. Demobilization consists of the removal from the site of all equipment, supplies and personnel after completion of the work including cleanup of all rubbish and waste materials generated during the construction of this project and restoration of any damage to existing site improvements resulting from the Contractor's activities at the site. Project sign shall be left on-site after project completion. Demobilization shall be totally completed before the invoice for payment shall be processed.

PAYMENT

The lump sum bid for this item shall not exceed five percent (5%) of the total bid for this permit. Payment shall be made in two 50% amounts, one upon completion of the mobilization and project sign items and the second payment at the completion of demobilization. No deduction shall be made nor shall any increase be made in the lump sum item amount, regardless of decreases or increases in the final total Contract amount or any other reason.

2.0 SPILL CONTAINMENT AREA (S.C.A.)

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

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3.0 MAIN ACCESS ROAD

The Contractor shall maintain the main access road during the reclamation process to provide all-weather access on a well drained and stable surface. The access road on the reclamation site shall be graded, sloped, surfaced and maintained to drain to provide a stable road surface free of excessive mud and standing waters at all times while work is in progress. Dust control measures may be necessary if hauling creates airborne material. Snow and ice removal is to be included in this item.

The lump sum bid for this item shall not exceed five percent (5%) of the total bid for this permit. No deduction shall be made nor shall any increase be made in the lump sum item amount, regardless of decreases or increases in the final total Contract amount or any other reason.

Payment shall be full compensation for doing all the work herein prescribed in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, and incidentals necessary to complete the work. Payment for road maintenance shall be paid at the completion of all work under this Contract and final acceptance by DEP.

3.1 STONE FOR MAIN ACCESS ROAD UPGRADE

Upon completion of all reclamation activities, and after any necessary re-compaction and re-grading work on the road has been performed by the Contractor, a final three inch (3") layer of one and one-half inch (1½") crusher run limestone shall be placed on the main access road, as indicated in the Main Access Road Upgrade drawing.

Payment for limestone placed shall be paid per ton of stone applied by weight ticket and paid at the completion of all work under this Contract and final acceptance by DEP.

4.0 WET MINE SEAL

Four (4) seals shall be constructed to conform to the plans and specification as shown in drawing titled "Mine Seal Typical". A wet mine seal will be installed in each opening from the mine opening to the toe of the slope. Each seal will consist of a bulk head which completely fills the opening and one (1) 12" perforated PVC schedule 40 pipe surrounded by 3" - 6" clean sandstone at a minimum depth of two (2) feet and minimum width of six (6) feet. The seal shall be wrapped in filter fabric (see fabric specifications, below). Seals shall be installed and remain uncovered for visual inspection by DEP (owner) prior to the completion of the associated reclamation activities. Payment for each wet mine seal is for complete installation and verified by DEP with photo. (See attachment)

FILTER FABRIC

General: Engineering fabric shall be of the nonwoven or woven type and consists of a pervious sheet of polymeric fibers oriented into a stable network such that the fibers retain their relative positions with respect to each other. The fabric shall be mildew and rot resistant, and shall be free of any treatment or coating which might detrimentally alter its physical properties. The fabric, including the edges or the ends of the rolls, shall be protected

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during shipment and storage from ultra violet rays, temperature greater than 140° F and contaminants such as mud, dust, etc.

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:

<u>PROPERTY</u>	<u>MIN. 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.

5.0 BACKFILLING

Areas of this project subject to backfilling to achieve the post-mining land-use shall:

- (a) Be accomplished in a continuous concurrent manner on all surface disturbances within the original permit and associated disturbed areas as existing at bid showing;
- (b) Be filled by mechanical methods to eliminate highwall and rock outcropping, to produce slopes of consistent lines and of the approximate original contour;
- (c) Be free of protruding rock and debris, and
- (d) Be compacted in a progressive backfilling manner with mechanical equipment to ensure stability of backfill material.

Black, coaly or potentially contaminated materials will be blended with clean backfill materials or isolated in the backfill area(s) as designated by WVDEP/OSR onsite representatives. The finished backfill will be tracked and graded to a maximum two horizontal to one vertical (2H:1V) slope. Backfilling shall cease during periods of adverse site conditions. (For example: excessive soil moisture)

6.0 REGRADING AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall distribute topsoil or the best available material to support vegetation, as identified by the WVDEP designated on-site representative, on the

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surface of the backfill in a smooth, uniform manner. This item shall include the elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps and the grading of spoil and/or fill materials and borrow areas.

Final surface materials shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Topsoil presently stockpiled on site shall be preserved and spread on the final 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.

7.0 SOIL MATERIAL

Soil material will be the spreading and distribution of topsoil or the best available material, as approved by the DEP designated on-site representative, to support vegetation in a smooth uniform manner.

8.0 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. Agricultural lime shall be applied at a rate of 1.5 tons per acre and incorporated into the soil prior to application of the seed fertilizer mixture. The cost of the lime seed, and fertilizer will be inclusive to the cost of revegetation. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the WVDEP designated on-site representative.

Contractor shall provide equipment as necessary to secure approval of the seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, however, no additional monetary compensation will be awarded.

Areas outside the limits of construction, disturbed by the Contractor, shall be revegetated by the Contractor at no expense to WVDEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the WVDEP designated onsite representative.

It shall be the Contractor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation cover is established. The acreage quantities in this Contract are provided for bidding purposes only.

A Warranty Period of one (1) year shall commence upon completion and payment of the Revegetation item of the Contract. No payment will be made for additional seeding necessary to comply with warranty requirements. The Warranty Period will be extended for one (1) year from the date of the last augmented seeding done by the

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Contractor. The performance bond and labor and materials bond shall remain in effect throughout the Warranty Period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the most current edition of the West Virginia Surface Mining Reclamation Regulations will apply.

Equipment for the 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 WVDEP for this warranty work.

MATERIALS REQUIRED:

8.1 AGRICULTURAL LIME

Unless otherwise specified, all lime used for REVEGETATION shall be registered with the West Virginia Department of Agriculture, have an 85% minimum calcium carbonate equivalent, and meet the fineness classification no larger than that for ground lime. The following fineness classifications or combinations of lime are acceptable:

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

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

Lime shall be applied at 1.5 tons/acre.

8.2 FERTILIZER

Fertilizer rates given for REVEGETATION are for 1,500 lbs. of 10-20-20 per acre. These rates are minimum and for bidding purposes.

Fertilizer shall be applied evenly and uniformly distributed over the treated area. Common complete fertilizers which meet the minimum standards are acceptable.

8.3 MULCH

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

- Mulch: Wood Fiber @ 1.0 ton/acre
- Hay or Straw: May be substituted at a rate of 2 tons/acre

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8.4 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.

VEGETATIVE SPECIES ¹	RATE/ACRE ¹
Orchard Grass	@ 15 lbs/acre
Birdsfoot Trefoil ²	@ 15 lbs/acre
Yellow Sweet Clover	@ 5 lbs/acre
Red Clover	@ 10 lbs/acre
Ky 31 Fescue	@ 15 lbs/acre
Foxtail Millet ³	@ 12 lbs/acre
Wheat or Rye ⁴	@ 50 lbs/acre
Black Locust	@ 3 lbs/acre

¹ Seeding rate suggested is for pure live seed (pls) in pounds (lbs) per acre.

² Herbaceous legumes must be treated with the appropriate bacterium before seeding.

³ Spring mix.

⁴ Fall mix.

9.0 EXISTING SEDIMENT CONTROL STRUCTURES - RESIZE EXISTING ON BENCH POND, w/SPILLWAY AND OUTSLOPE PROTECTION

Approximately 300 L.F. of the existing "L" shaped pond (along the highwall) will be eliminated to allow backfilling operations. A short section of the pond perpendicular to the highwall and located at the eastern edge (near point B) drive thru will be left in place to control storm water runoff during the reclamation project. All surface runoff from the disturbed project area will be directed toward this remaining pond throughout the reclamation project.

A drive-thru grouted rip-rapped spillway is to be constructed at the current location of the pond outlet across the existing access road. The existing pipes beneath the road are to be removed and properly disposed and the area refilled and compacted with the most impervious material on site. The spillway will then be constructed per the attached plans at the current elevation or at an elevation as directed by the DEP on-site representative. Grouted rip-rap will also be extended connecting from the drive-thru over the outslope until intersecting the existing rip-rap. The road width at the spillway shall be a minimum of 12 feet wide, spillway bottom width of 10 feet with 5H:1V side slopes.

Unless otherwise noted, spillway lining and out-slope protection shall be durable rock placed in a 1.5 foot thick blanket. Twenty-five percent (25%) of the rock will be 12 inches or larger. Ten percent (10%) of the rock shall be no smaller than four (4) inches. The remaining sixty-five percent (65%) of the rock shall be well graded between four (4) and twelve (12) inches. In-place rammed or hammered rock shall be acceptable.

The grout filler shall be composed of a mixture of one part Type II (sulfate resistant) Portland cement and three parts sand, mixed with water to produce a workable consistency. The stone shall be thoroughly wet

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immediately before grout is applied. As soon as the grout is deposited on the surface, it shall be thoroughly worked into the joints. The stones shall then be brushed, so that their top surfaces are exposed. Grout shall penetrate 100% of the riprap thickness.

The remaining existing structure shall be cleaned out, repaired, or otherwise constructed as directed at the time of the pre-bid showing. The structure shall be cleaned out when the sediment capacity reaches 60%, repaired, and maintained until demobilization. Clean-out and maintenance shall be conducted by the Contractor during the project, as directed by the WVDEP designated on-site representative, at no additional expense to DEP.

10.0 STORMWATER MANAGEMENT - SILT FENCE AND HAYBALE DIKE

Disturbed areas which have storm water runoff and do not pass through a sediment control structure shall utilize the following Best Management Practice (BMP) methods to manage storm water runoff. For more information on BMP methods go to the WVDEP website <http://www2.wvdep.org/dwww/stormwater/BMP.htm> and click on **BMP Manual**. The WV Erosion and Sediment Control Best Management Practice Manual may be accessed or printed. This item has a Maximum Bid of \$5.00/LF of silt fence and hay bale material used on site.

Approximately 1600 LF of silt fence and 1100 LF of haybale dike are proposed for this project, as shown on the attached site plan.

1. Silt fence shall be utilized on perimeter barriers and shall be properly removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. See attached drawing for further details.
2. For slope stability, place bales on the contour; at the top of cuts; and at the toe of slopes. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
3. Bales shall be securely anchored in place by stakes or rebars driven through the bales. Rebar shall be removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. The first stake in each bale shall be driven toward previously laid bale to force the bales together. See attached drawing for further details.

Construction of sediment control sumps before culvert inlets and/or rock check dams in ditch lines may become necessary to supplement the silt fence and hay bale dikes. These items shall be installed upon request of the WVDEP designated onsite representative. Sumps and rock check dams shall be incidental to this bid item.

11.0 RIPRAP DITCH / DITCH #1

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. Ditches shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on-site conditions. R-5 limestone riprap shall be placed at a thickness of 1.5 feet. Twenty-five percent (25%) of the rock will be twelve (12) inches or larger. Ten percent (10%) of the rock shall be no smaller than four (4) inches. The remaining sixty-five percent (65%) of the rock shall be well graded between four (4) and twelve (12) inches. In-place rammed or hammered rock shall be acceptable. The top width of the ditch shall be eight (8) feet.

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12.0 GROUTED RIPRAP CHANNEL #2 W/ ENERGY DISSIPATING BASIN

Channel #2 is designed and located to convey water from above the highwall across the completed backfill and into V-Ditch #1. The bottom will be constructed at a grade of 2H:1V with a bottom width of 10 feet and 2H:1V side slopes. The channel slope will moderate to approximately 5H:1V as it crosses the terrace and nears its intersection with V-Ditch #1. Flow will be controlled at the channel outlet by means of an energy dissipating basin. The energy dissipating basin will be located at the intersection of the flowlines of V-Ditch #1 and Channel #2, as shown on the attached plans. Both the channel and basin will be constructed of grouted rip-rap in accordance with the material specifications listed in this section.

Energy dissipaters will also be added at the outlet of Channel #2, as shown on the attached drawings. Dissipaters are to be anchored a minimum of six inches (6") into the channel bottom and protrude 1 foot (1') above finished channel flow line. Dissipaters shall be constructed of standard poured concrete cardboard cylinders, concrete filled 4" PVC pipe or select rip-rap meeting the listed minimum dimensions. Poured concrete dissipaters shall be embedded with a minimum three steel reinforcement bars, minimum 3/4", equally spaced, for their entire length. Dissipaters shall be set to the satisfaction of the DEP authorized on-site representative prior to channel grouting.

Unless otherwise noted, channel lining shall be durable rock placed in a 1.5 foot thick blanket. Twenty-five percent (25%) of the rock will be 12 inches or larger. Ten percent (10%) of the rock shall be no smaller than four (4) inches. The remaining sixty-five percent (65%) of the rock shall be well graded between four (4) and twelve (12) inches. In-place rammed or hammered rock shall be acceptable.

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

13.0 CONSTRUCT NEW ACCESS ROAD

This required road will be approximately 1100 LF, reconnecting the existing access road across the project area. Accompanying plans show the details of the reconstruction of the road. The Contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work.

SITE PREPARATION

Any areas with soft unsuitable foundation materials shall be undercut to remove this material. The material removed shall be disposed of within the construction area at a site agreed to between the contractor and the DEP on site representative. Construction stake out shall be completed as necessary to complete that phase of the work being undertaken. Payment for the road construction stakeout is to be included in the road price.

ROAD CONSTRUCTION

Suitable foundation material shall then be placed in compacted layers not to exceed six (6) inches in thickness to obtain the desired grade and alignment. Compaction equipment is to be approved by DEP on site

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representative. Filter Fabric (Tyvar 3401, Mirafi 500X, or equivalent) shall be placed over the completed foundation and covered with a six (6) inch minimum layer of No. 1 limestone (3½ to 1½ inches). The No. 1 stone shall then be covered with 1½ inch crusher run limestone so that the surface is choked off and a three (3) inch minimum layer remains on top. The completed road shall have a minimum surface width of twelve (12) feet and the surface shall be crowned and sloped to both sides a minimum of 24-horizontal to 1-vertical. Any fill sections, if used, shall not impound water.

The existing private gate at the northeast end of the project area will be protected and/or replaced as necessary to facilitate the reclamation activities, while providing continuous access security to properties beyond the project boundary.

Payment shall be for completed length of road and acceptance by DEP.

14.0 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, Conduit or concrete reinforcement bars is to be dismantled, removed and properly disposed of off site and according to state, local, and federal requirements. Concrete may be broken up and used in the backfill only if all steel (rebar) is first removed.

15.0 UTILITIES

Utilities shall be relocated at the direction of the utility company and reimbursed actual cost to the 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.

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BID PREPARATION INFORMATION

HISTORICAL INFORMATION

Prospective bidders may review files at the West Virginia Department of Environmental Protection, 601 57th Street SE, Charleston, WV or the Regional West Virginia Department of Environmental Protection Office at 105 South Railroad St., Philippi, WV 26416. These files may contain additional information not included in the contract. Documents including, but not limited to, permit applications, permits, inspection reports, environmental documents, permit violation history, geological and geotechnical information, probable hydrologic consequences, maps, modifications, NPDES information and other related data. Copies may be obtained upon request and payment of copying fees.

EXAMINATION OF BID PACKAGE AND SITE OF WORK

The bidder is required to examine, carefully, the bid package (plans, specifications, supplemental specifications, contract forms, etc.) and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied themselves as to the character, quantity, and quality of work to be performed and the materials required to be furnished under the Contract.

PREBID CONFERENCE

Only the prospective bidders on the sign-in sheet in attendance for the entire Pre-Bid Conference will be eligible to submit bids for consideration of this project. Considerable foot travel over rough terrain and/or inclement weather may be required.

VIDEO

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

INTENT OF CONTRACT

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

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

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GENERAL PERFORMANCE STANDARDS

INTRODUCTION

The performance standards and non-compliance penalties which govern special reclamation-bond forfeiture projects are in Chapter 22A, Article 3, of the Code of West Virginia and subsequent rules and regulations. The following performance standards are of a general nature and do not represent all the performance standards applicable to a special reclamation-bond forfeiture project. However, some or all of these standards will pertain to each project.

BACKFILLING

1. Unless otherwise noted, the highwall shall be eliminated and the disturbed area graded to the approximate original contour.
2. The material used to backfill and eliminate the highwall shall be sufficiently compacted so as to insure stability of the backfill throughout the warranty period.
3. The land above the highwall shall not be disturbed unless otherwise directed.
4. The best available material to support vegetation, sufficient to establish a permanent vegetative cover and to achieve the approved post mining land use, shall be used.

BLASTING

The performance standards of the most current edition of the Surface Mining Blasting Rule (Title 199, Series 1) must be adhered to.

LIFE OF CONTRACT

The purchase order Contract becomes effective on the starting date as specified in the Notice to Proceed as issued by the Department of Environmental Protection (DEP). This Contract extends for a period of one (1) year and may be renewed until such "reasonable time" thereafter as is necessary to complete the payment therefore. A responsible Contractor's Agent shall be on the site at all working times who demonstrates a knowledge of mined land reclamation, contract requirements and responds to DEP (Owner) inspections.

WORK PERFORMANCE PERIOD

The Work Performance Period is a defined portion of the Contract in which all items shall be completed. The Work Performance Period is to be performed within 365 calendar days of the Notice To Proceed. Extensions may be granted based upon Contractor's performance, weather conditions and site-specific site conditions.

NOTICE TO PROCEED

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

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PRE-CONSTRUCTION CONFERENCE

The Contractor in possession of the awarded Purchase Order shall schedule a Pre-Construction Conference on the site within ten (10) days after receiving the Notice To Proceed. The Contractor's Agent (foreman or the on-the-ground supervisor) must be in attendance.

GENERAL SUPERVISION

This Contact is under the general supervision of the West Virginia Department of Environmental Protection's contact person for the purpose of Contract compliance inspection only. Contractor shall supervise work being conducted at all times. All services rendered by the Engineer/Contact Person consist of professional opinions and recommendations made in accordance with generally accepted engineering practice. Under no circumstances is it the intent of the Engineer/Contact Person to directly control the physical activities of the Contractor or the Contractor's workmen's accomplishment of work on this project.

CONTRACTOR RESPONSIBILITY

The Contractor is responsible for compliance with all aspects of this written Contract. No changes will be honored without prior approval from the Program Supervisor.

LAWS TO BE OBSERVED

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

PERMITS, LICENSES AND TAXES

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

CONCURRENT RECLAMATION

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

WATER QUALITY CONTROL

Water quality control shall commence with initial start-up of the project and remain in effect for the extent of the backfilling, regrading and revegetation activity. DEP obtains a storm water permit for each project from the

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Water Resources Division (General Water Pollution Control Permit WVO115924). 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. Addition and removal of aggregate from the stockpile shall be done in a manner which will not result in the inclusion of foreign material into the aggregate or result in the separation of sizes. The use of the aggregate will determine if exceptions are permitted.

All materials shall be handled in such a manner as to preserve their quality and fitness for the work.

MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. All cost of maintenance work during construction and before the project is accepted shall be included in the unit or lump sum prices on the various pay items.

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FINAL INSPECTION

A final inspection meeting by the Department of Environmental Protection's Specialist and the Contractor is required for the construction phase and prior to Demobilization.

ACREAGE QUANTITIES

The acreage quantities in this Contract are for bidding purposes only and are a set (definite) number for the project area as specified at the pre-bid showing. Only surveyed acreage's through figures the Contractor and/or the State develops will be honored to alter these acreage numbers. No separate payment will be made for surveying.

PAYMENT

Invoices must be submitted on prescribed Department of Environmental Protection, Special Reclamation Program forms and include verification. Certified contractor payrolls for operators directly involved in this project and a current workers compensation certificate must accompany each invoice for payment. Verification of wage rates may include employee interviews. Invoices shall be signed in blue ink so that it is easy to verify that document is an original. Vendor should submit with their bid the current remit-to address to be used for payment processing.

MOBILIZATION/DEMobilIZATION shall be invoiced at fifty percent (50%) with the first invoice and the last 50% invoiced after Demobilization and acceptance of the road abandonment or final invoice. Demobilization must have written approval.

SPILL CONTAINMENT AREA shall not exceed \$1,000.00 and will be payable in two payments. The first fifty percent (50%) payable with the first invoice and the remainder payable when all fuel tanks, containers, etc., including any spillage, are removed from the site.

Lump sum items shall be percentage payments based on work completed at time of invoice and paid upon acceptance by the Department of Environmental Protection.

Unit items shall be invoiced by specified units completed and accepted by the DEP.

ROAD ABANDONMENT shall be included in the final construction invoice.

FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

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

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

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

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Warranty Period of one (1) year shall commence upon completion and payment of the Revegetation item of the Contract. No payment will be made for additional seeding necessary to comply with warranty requirements. The Warranty Period will be extended for one (1) year from the date of the last augmented seeding done by the Contractor. The performance bond and labor and materials bond shall remain in effect throughout the Warranty Period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

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

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

CONTRACT NON-COMPLIANCE

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

CONTRACT DELETIONS

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

CANCELLATION

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

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

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

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

BUYER CB-23	REQ. OR PO NO. DEP 14998
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

Attn:

Re: Notice to Proceed
Permit Name: _____
Permit No. _____
Purchase Order No.: DEP_____

Dear :

The purpose of this letter is to express our appreciation for your work in advance and to recognize a reclamation partnership project. The official starting date for the above mentioned purchase order is . The work performance period must be completed by . The Contract life of one year is provided to accomplish all line items and to process all payments within that period.

You must schedule a pre-construction conference on site within ten (10) days after receiving this Notice to Proceed. It is then mandatory that construction begins within ten (10) days of the pre-construction conference and continues diligently until completion of the project. Please contact this office to schedule the pre-construction conference. The foreman, superintendent, or on-the-ground supervisor must be in attendance at this conference.

Failure to comply with this Notice to Proceed will cause termination of the Contract and forfeiture of your performance bond.

If you have any questions please feel free to contact this office.

Sincerely,

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

BUYER CB-23	REQ. OR PO NO. DEP 14998
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

General Requirements

PROJECT CONSTRUCTION SIGN

WOK REQUIRED

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

MATERIALS

Paint. Paint for the project sign shall be one (1) coat Exterior-Grade Wood Primer- Sealer, and two (2) coats Exterior-Grade Enamel by Glidden or equivalent.

Wood. Sign face shall be 3/4" X 4' X 8' Marine Exterior plywood, and posts and cross braces shall be treated.

Hardware. All hardware shall be manufactured from good, commercial-quality material and be rust resistant such as galvanized coated.

EXECUTION

PROJECT SIGN

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

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

PAYMENT

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

NOTE

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

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

BUYER CB-23	REQ. OR PO NO. DEP 14998
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

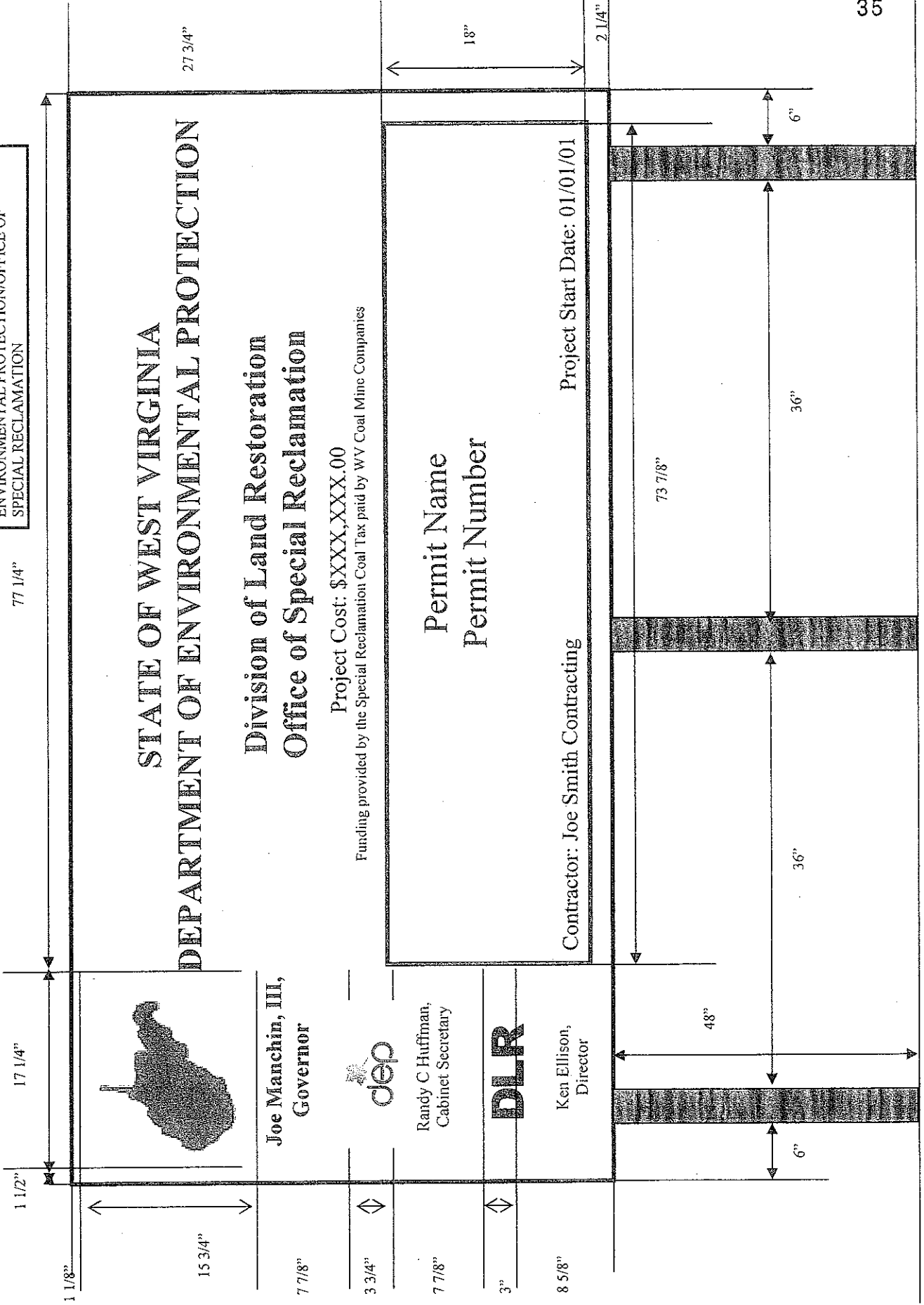
Permit Name
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

BUYER CB-23	REQ. OR PO NO. DEP 14998
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

77 1/4"



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

BUYER CB-23	REQ. OR PO NO. DEP 14998
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

96"



Joe Manchin, III,
Governor



Randy C Huffman,
Cabinet Secretary



Ken Ellison,
Director

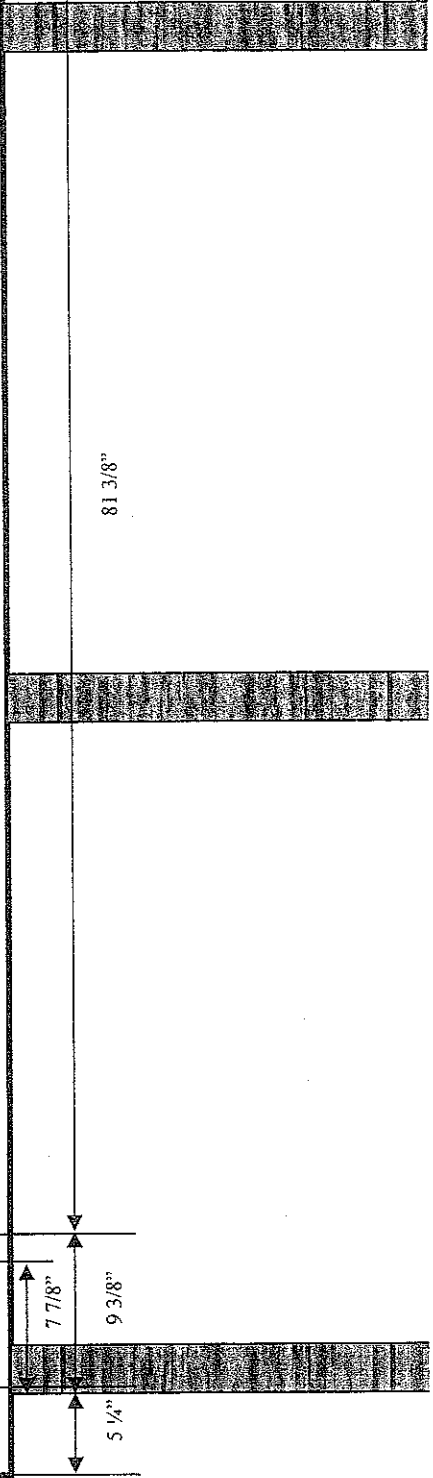
STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

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	

48"



BUYER CB-23	REQ. OR PO NO. DEP 14998
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	




17 1/2"

1 1/2" 3/4" 1 1/2"

Joe Manchin, III,
Governor

9 1/2"



1" 3/4" 1"

Randy C. Huffman,
Cabinet Secretary

8"

DLR

1" 3/4" 1"

Ken Ellison,
Director

3 3/4"

6

2 1/4" 1 1/4" 2 1/4"

3 3/4"

2 1/4" 1 1/4" 2 1/4"

3 3/4"

1 1/4" 4 7/8"

2 1/4" 1 1/4" 2 1/4"

4 7/8"

1 1/4" 3 3/4"

STATE OF WEST VIRGINIA

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration

Office of Special Reclamation

Project Cost: \$XXX,XXX.00

Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

Permit Name _____

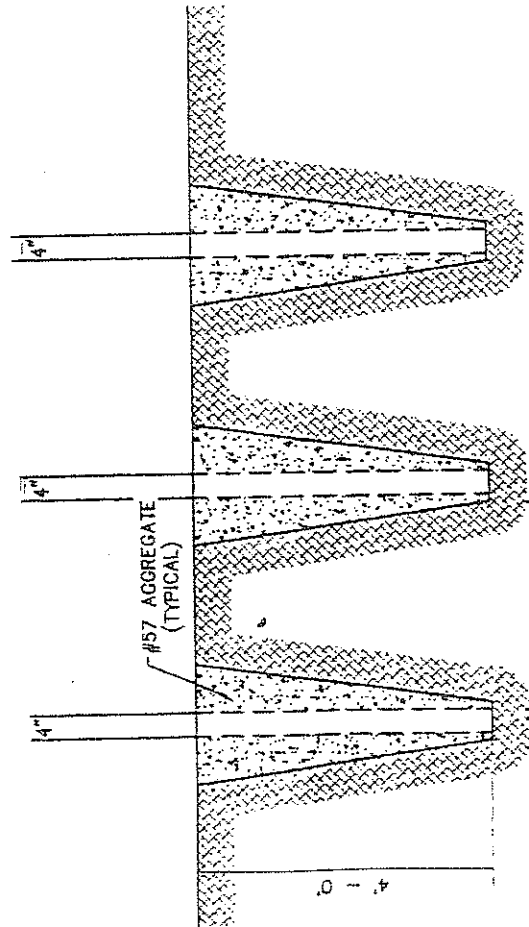
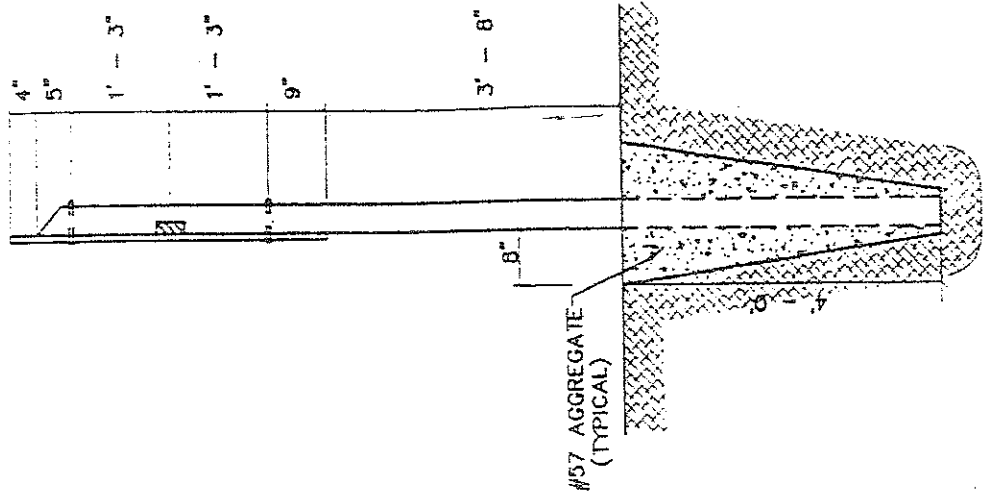
Permit Number _____

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

BUYER CB-23	REQ. OR PO NO. DEP 14998
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

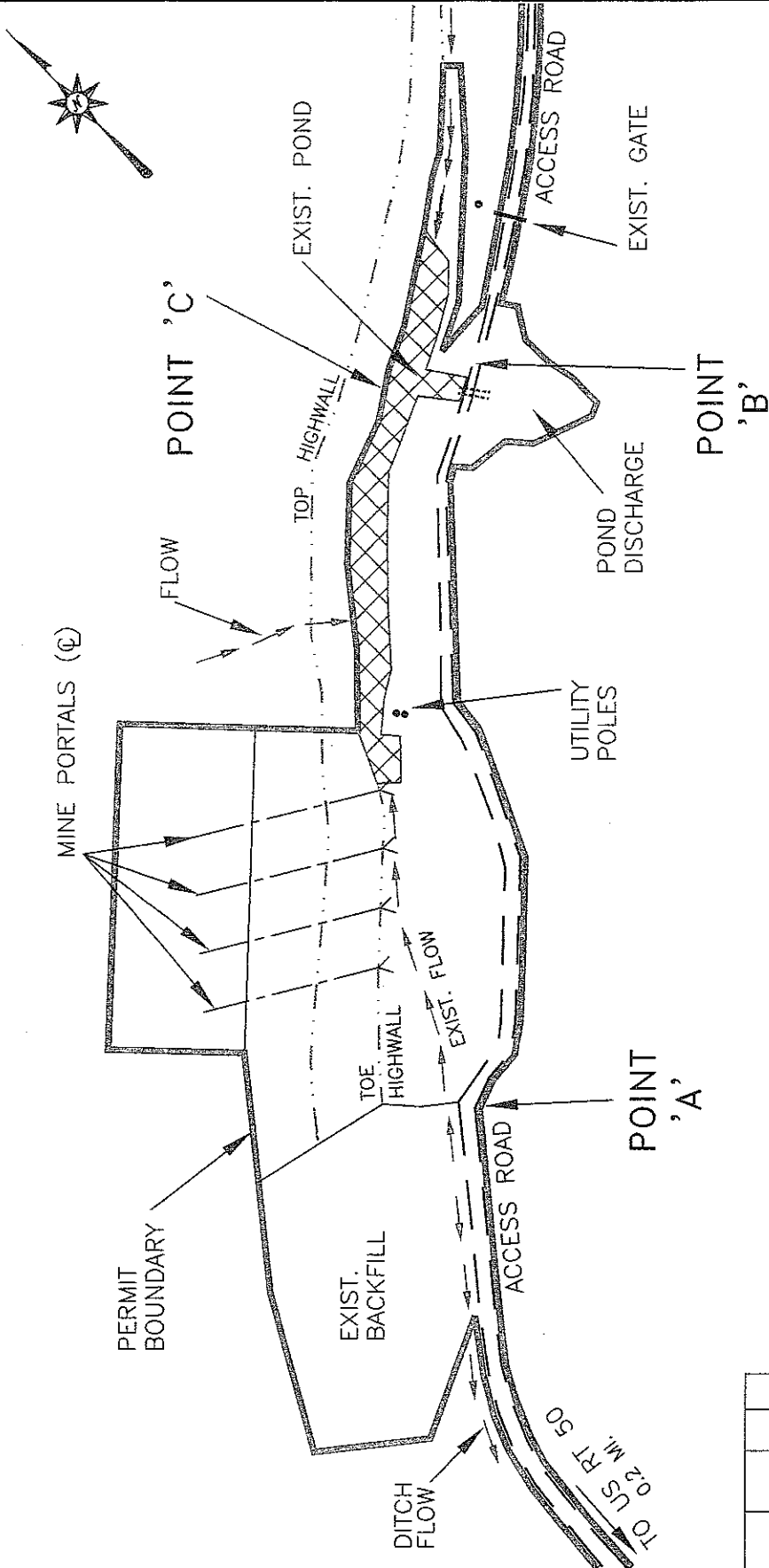
Notes:

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



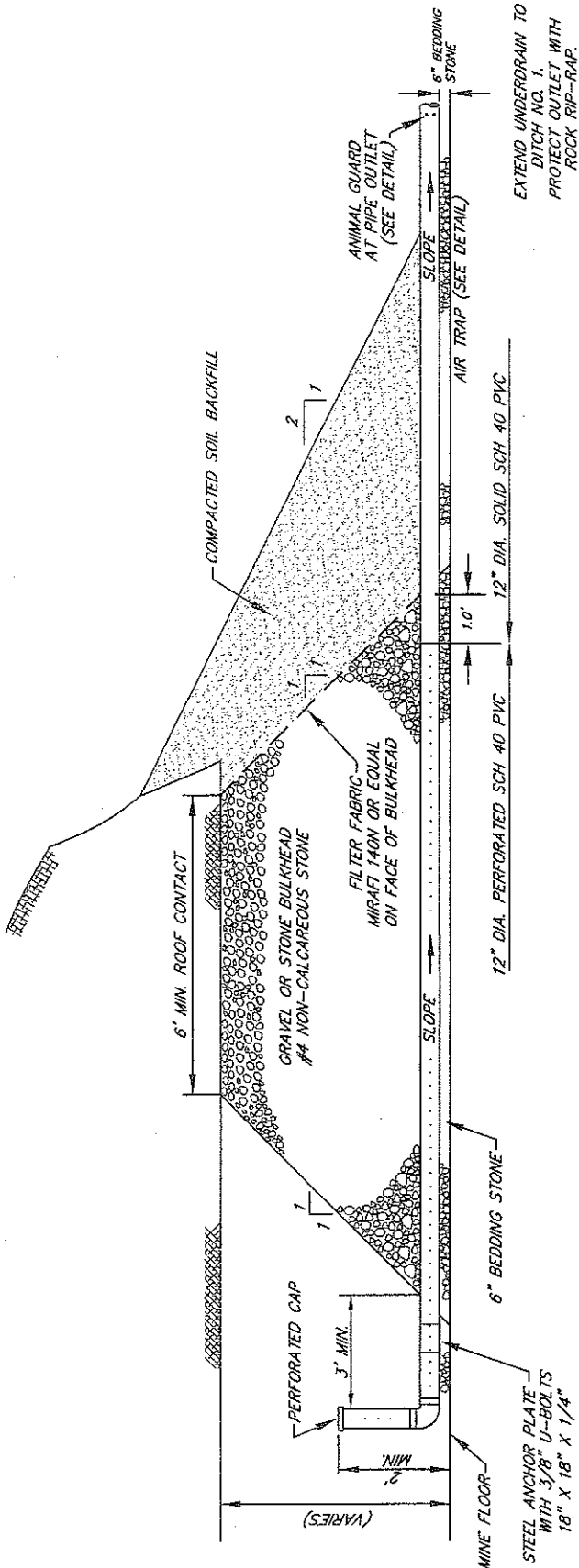
WV-36a STATE OF WEST VIRGINIA
 REV. 5-26-09 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23
 REQ. OR PO NO. 89
 DEP 14998
 SPENDING UNIT
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
 PROTECTION / SPECIAL RECLAMATION



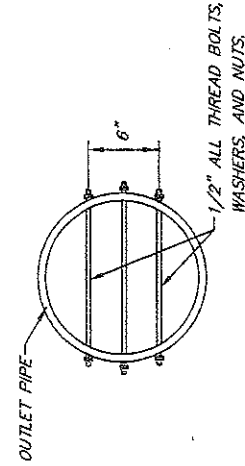
BUFFALO COAL COMPANY
 U-2010-94

OFFICE OF SPECIAL RECLAMATION	
EXISTING PROJECT SITE	
SCALE: NTS	DRAWN BY: SN
DATE: 02/09/10	PROJECT NO.:

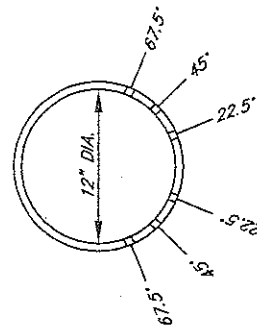


**WET MINE SEAL
 TYPICAL SECTION**

N.T.S.



TYPICAL ANIMAL GUARD
 DETAIL



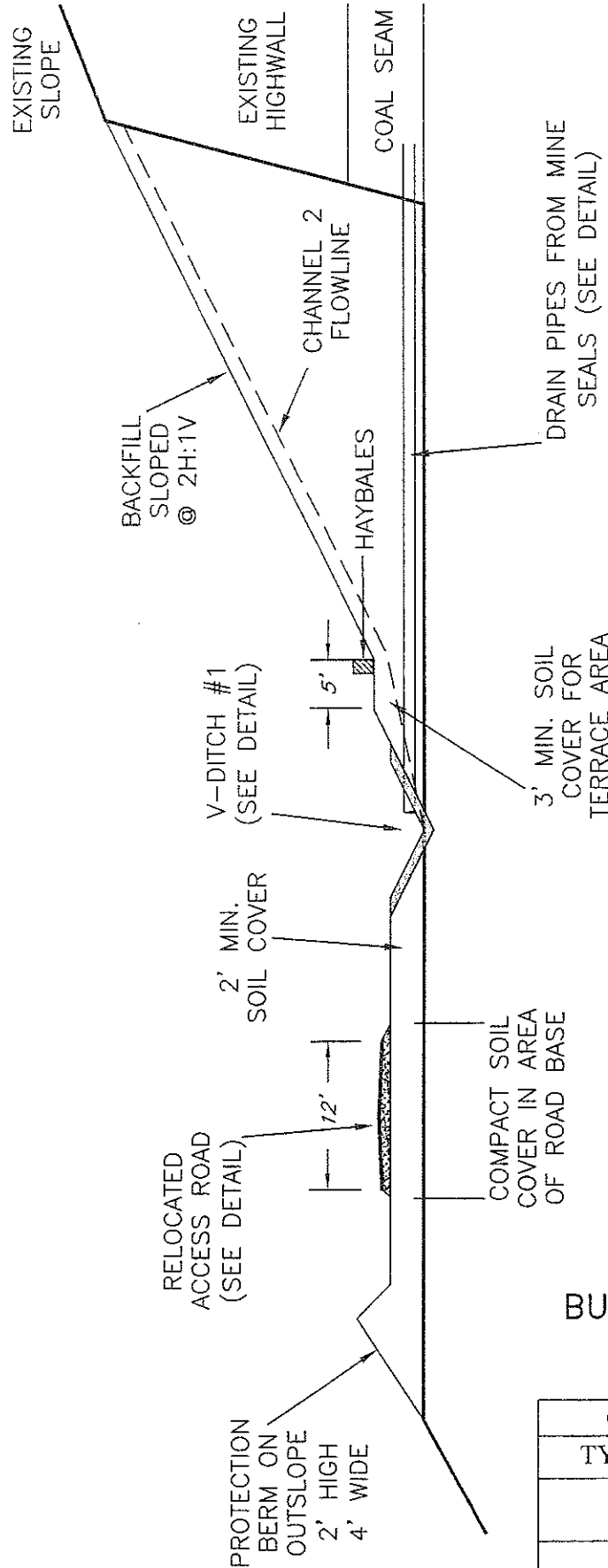
PIPE PERFORATIONS
 DETAIL

BUFFALO COAL COMPANY
 U-2010-94

OFFICE OF SPECIAL RECLAMATION	
MINE SEAL TYPICAL	
SCALE: NTS	DRAWN BY: SN
DATE: 02/23/10	PROJECT NO:

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

BUYER CB-23	REQ. OR PO NO. DEP 14998-41
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / SPECIAL RECLAMATION	

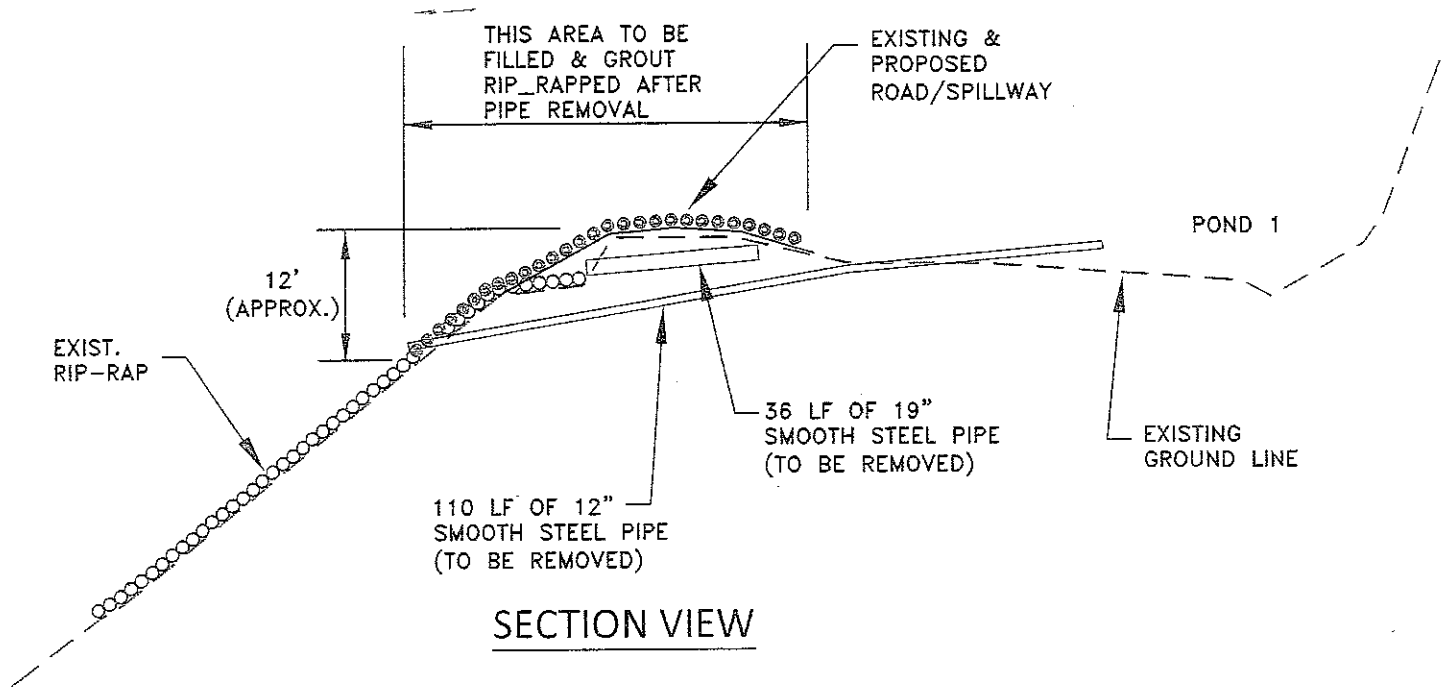


BUFFALO COAL COMPANY
 U-2010-94

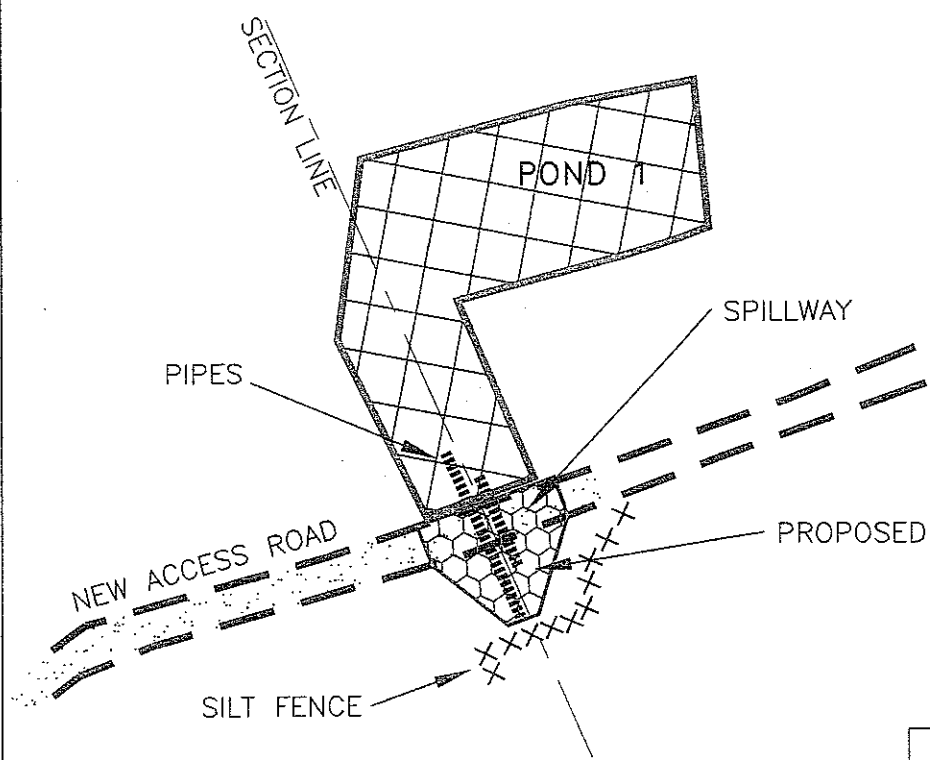
OFFICE OF SPECIAL RECLAMATION	
TYPICAL REGRADED X-SECTION	
SCALE: NTS	DRAWN BY: SN
DATE: 02/23/10	PROJECT NO.:

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

BUYER CB-23
 REQ. OR PO# 42
 DEP 14998
 SPENDING UNIT
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
 PROTECTION / SPECIAL RECLAMATION



SECTION VIEW



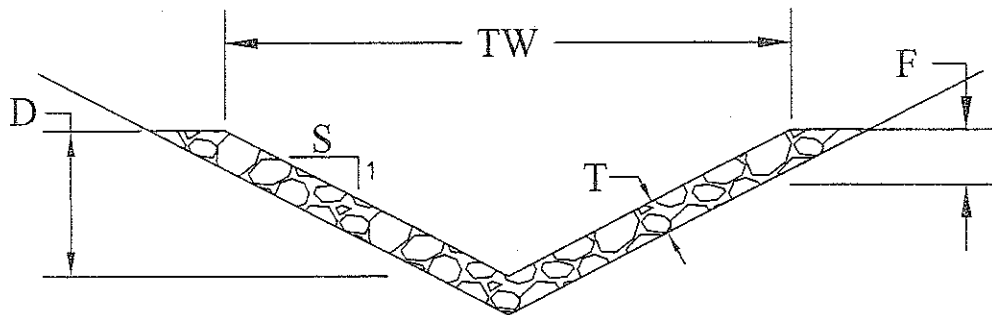
PLAN VIEW

BUFFALO COAL COMPANY
 U-2010-94

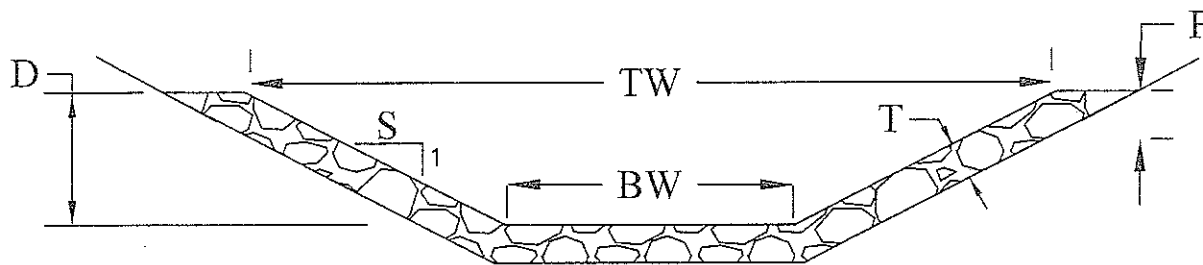
OFFICE OF SPECIAL RECLAMATION	
POND SPILLWAY PROFILE	
SCALE: NTS	DRAWN BY: SN
DATE: 02/23/10	PROJECT NO:

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

BUYER CB-23	REQ. OR PO NO DEP 14998
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



TYPICAL V-DITCH X-SECTION



TYPICAL TRAPEZOIDAL CHANNEL X-SECTION

DITCH / CHANNEL	TOP WIDTH -TW- (FT)	BOT. WIDTH -BW- (FT)	SIDE SLOPES -S- (xH:1V)	TOTAL DEPTH -D- (FT)	LINING **	RIPRAP THICKNESS -T- (FT)
1	8	0	2	2.0	RIPRAP	1.5
2	18	10	2	2.0	GROUTED RIPRAP	1.5
POND SPILLWAY	40	10	5	3.0*	GROUTED RIPRAP	1.5

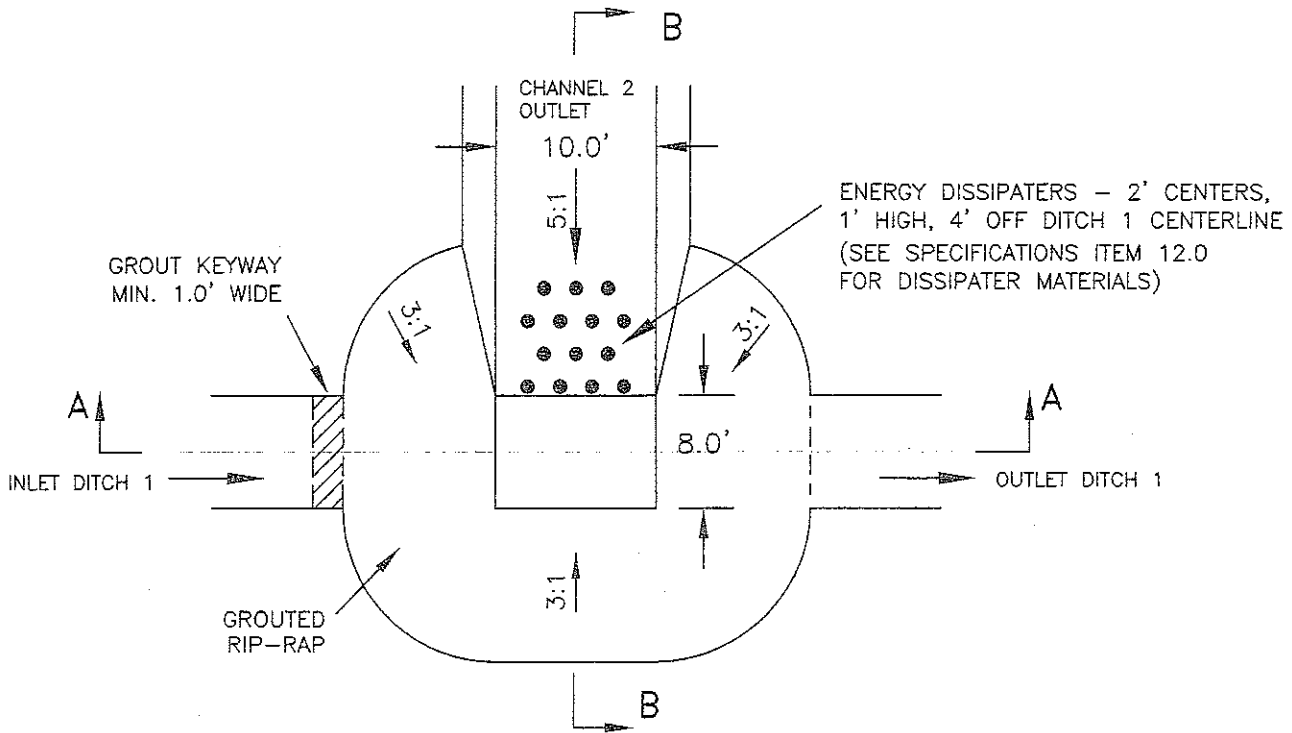
* Includes 1.0 ft. freeboard
 ** Limestone

BUFFALO COAL CO.
 U-2010-94

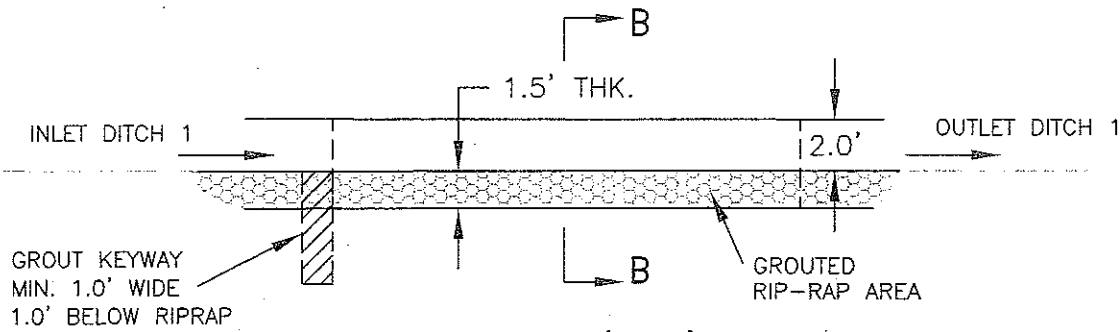
NOTES:

- ALL CHANNELS WILL HAVE 2H TO 1V SIDE SLOPES AND ONE (1) FOOT OF FREEBOARD (F).
- ROCK BLANKET SHALL BE A MINIMUM OF ONE AND A HALF FEET (1-1/2') THICK (T) THROUGHOUT.
- ALL GROUTED RIP RAP CHANNELS SHALL HAVE 100% GROUT PENETRATION IN ALL VOIDS.

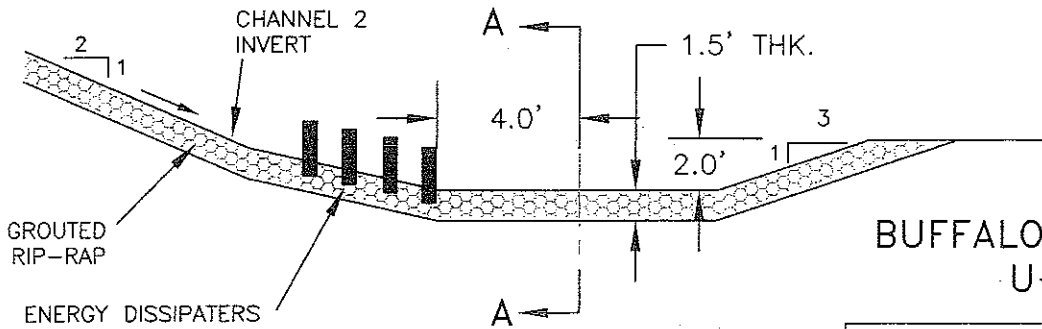
OFFICE OF SPECIAL RECLAMATION	
RIPRAP DITCHES V-DITCH #1, CHANNEL #2, SPILLWAY	
SCALE: NTS	DRAWN BY: SN
DATE: 02/23/10	PROJECT NO:



PLAN



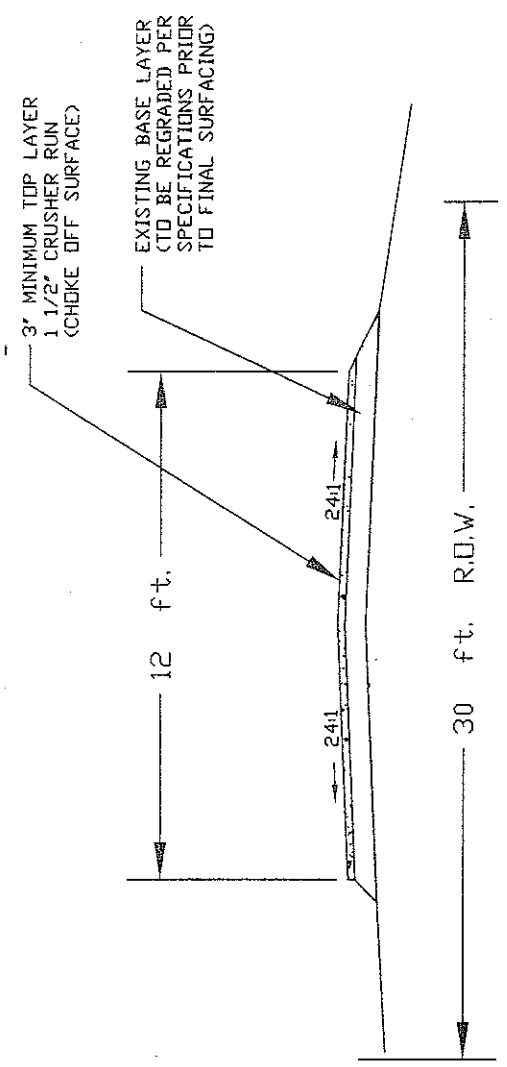
SECTION 'A-A'



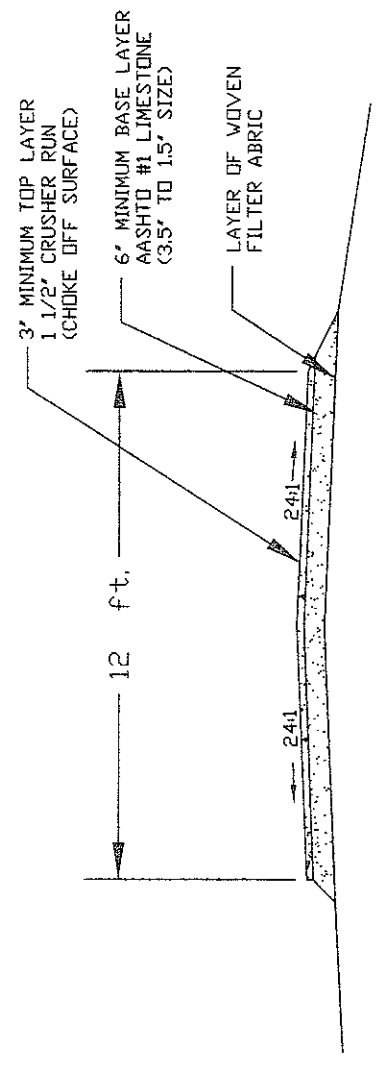
SECTION 'B-B'

BUFFALO COAL COMPANY
 U-2010-94

OFFICE OF SPECIAL RECLAMATION	
CHANNEL 2 ENERGY DISSIPATER BASIN	
SCALE: NTS	DRAWN BY: SN
DATE: 02/23/10	PROJECT NO:



TYPICAL SECTION
 EXISTING MAIN ACCESS ROAD UPGRADE



TYPICAL SECTION
 ACCESS ROAD RECONSTRUCTION

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

BUFFALO COAL COMPANY
 U-2010-94

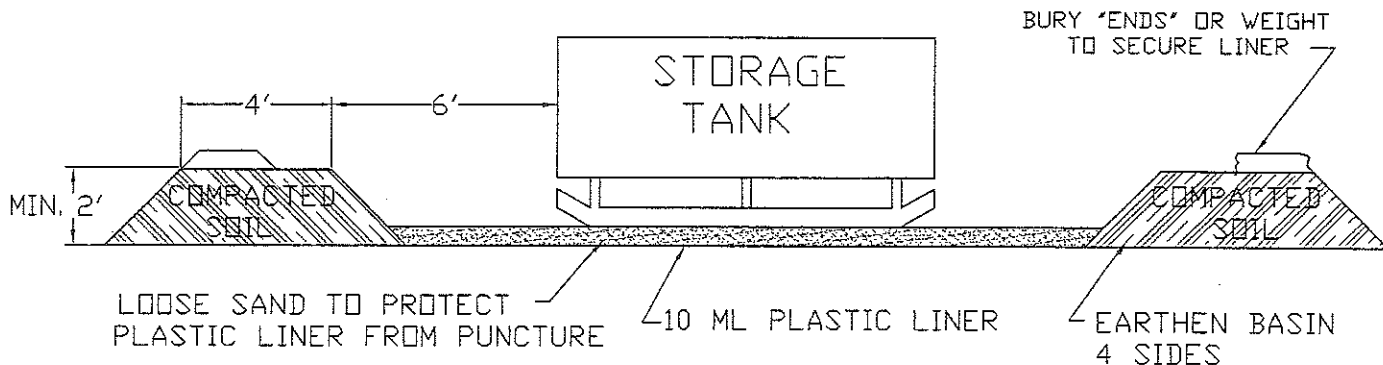
OFFICE OF SPECIAL RECLAMATION	
ACCESS ROADS	
SCALE: NTS	DRAWN BY: SN
DATE: 02/23/10	PROJECT NO:

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

BUYER
 CB-23

REQ. OR PO NO
 DEP 14998 48

SPENDING UNIT
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
 PROTECTION / SPECIAL RECLAMATION



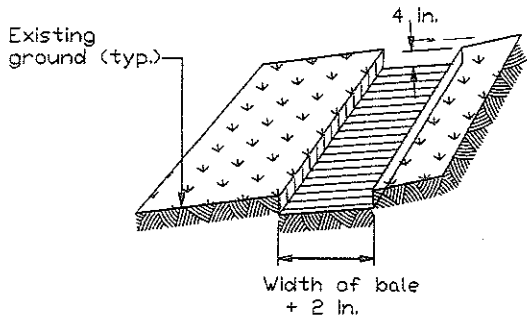
SELECTED HEIGHT OF EARTHEN BERM IS TO BE A TWO (2') FOOT MINIMUM OR ONE HUNDRED TEN PERCENT (110%) OF THE CAPACITY OF THE TANK(S) TOTAL VOLUME WITHIN THE BERM. A SIX INCH (6") FREEBOARD MUST BE INCLUDED.

NOTE: A TWO INCH (2") WATER REMOVAL DRAIN SHALL BE LOCATED AT THE LOWEST POINT IN THE BOTTOM OF THE CONTAINMENT VOLUME. IT SHALL CONNECT TO A NORMALLY CLOSED VALVE OUTSIDE THE DIKE. THE VALVE SHALL BE MANUALLY OPERATED AND PROTECTED FROM UNAUTHORIZED OPERATION. RAINWATER CONTAINED WITHIN THIS DIKE SHALL BE EXAMINED PRIOR TO RELEASE TO ENSURE THAT HARMFUL QUANTITIES OF FUELS AND LUBRICANTS ARE NOT DISCHARGED. ALTERNATE METHODS OF WATER REMOVAL WILL BE CONSIDERED FOR APPROVAL.

TANKS WITH SECONDARY CONTAINMENT MAY BE USED AS AN ALTERNATIVE.

BUFFALO COAL COMPANY
 U-2010-94

OFFICE OF SPECIAL RECLAMATION	
SPILL CONTAINMENT	
SCALE: NTS	DRAWN BY: SN
DATE: 02/23/10	PROJECT NO:

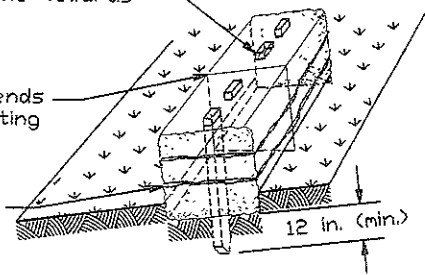


STEP 1: EXCAVATE TRENCH

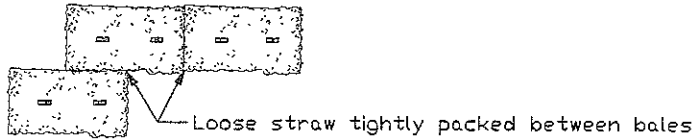
Secure each bale with at least 2 stakes. Angle the point of first stake towards the previously placed bale.

Install bales in trenches with ends of adjacent bales tightly abutting each other or overlapping

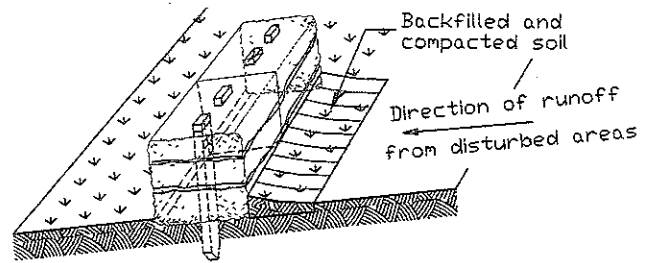
Orient bale so that string binding is placed horizontal



STEP 2: INSTALL BALES

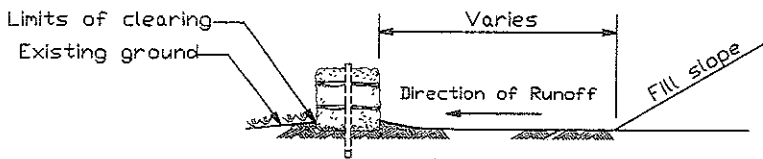


STEP 3: TIGHTLY PACK STRAW BETWEEN BALES
(plan view of bales)

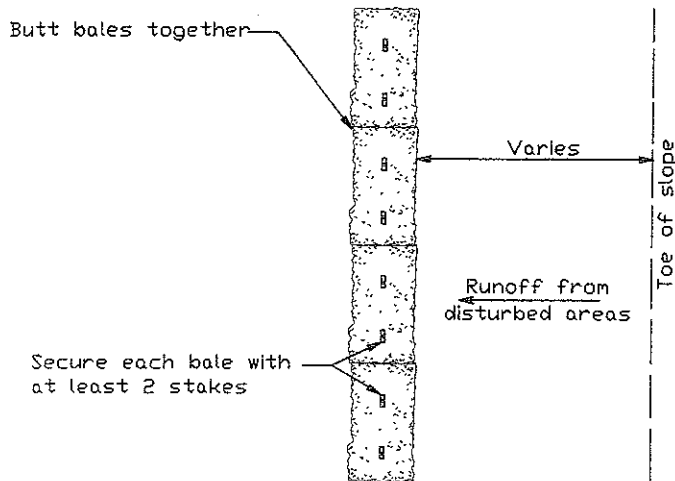


STEP 4: BACKFILL SOIL AGAINST BALES

PROPERLY STAKED AND ENTRENCHED STRAW BALES



ELEVATION

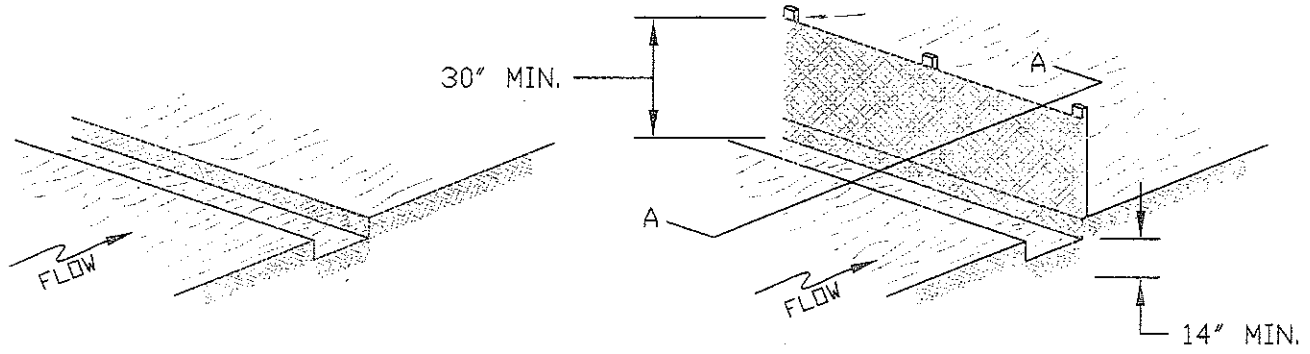


PLAN

**INSTALLATION OF A STRAW
BALE BARRIER AT TOE OF FILL**

BUFFALO COAL COMPANY
 U-2010-94

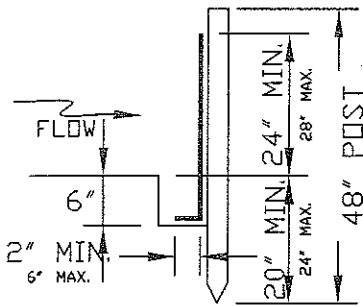
OFFICE OF SPECIAL RECLAMATION	
HAYBALE DIKE	
SCALE: NTS	DRAWN BY: SN
DATE: 02/23/10	PROJECT NO.:



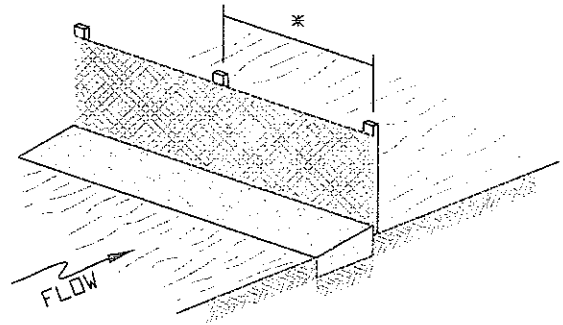
1. EXCAVATE 6" X 6" TRENCH

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

3. DRIVE POST UNTIL FABRIC
 REACHES BOTTOM OF TRENCH

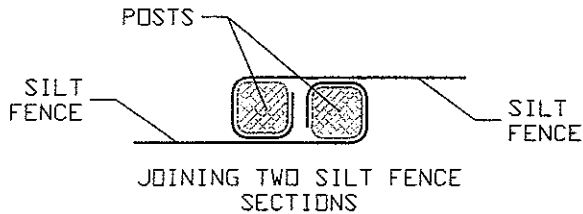


SECTION A-A



* SEE SPECIFICATIONS FOR REQUIRED POST
 SPACING.

4. FILL TRENCH WITH
 BACKFILL & TAMP



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

BUFFALO COAL COMPANY
 U-2010-94

OFFICE OF SPECIAL RECLAMATION	
SILT FENCE INSTALLATION	
SCALE: NTS	DRAWN BY: SN
DATE: 02/23/10	PROJECT NO:



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
 DEP14998

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

J. F. Allen Company
 P.O. Box 2049
 Buckhannon, WV 26201-2049

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/08/2010				

BID OPENING DATE: 07/22/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE BUFFALO COAL CO. PROJECT IN GRANT CO., TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE REVISED SITE DRAWING, REVISED PAGE ONE OF THE BID SCHEDULE, AND THE Q/A RESULTING FROM THE MANDATORY ON-SITE PRE-BID MEETING OF 06/17/10.						
BID OPENING DATE & TIME ARE EXTENDED FROM 07/15/10 TO 07/22/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP14998 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael D. Myer</i>	TELEPHONE 304-472-8890	DATE JULY 19, 2010
TITLE VICE PRESIDENT	FEIN 550328677	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **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 agency 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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, J F Allen Company
of PO Box 2049 Buckhannon, WV 26201-2049, as Principal, and Western Surety
of PO Box 2872, Pittsburgh PA 15230, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of 5% amount bid (\$ 5% amount bid) 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 DEP14998, Buffalo Coal Company Inc. in Grant County WV, according to plans and specifications.

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 8th day of June, 2010.

Principal Corporate Seal

JF Allen Company
(Name of Principal)

By Michael D. Griffith
(Must be President or Vice President)

Michael D. Griffith, Vice President
(Title)

Surety Corporate Seal

Western Surety Company
(Name of Surety)

Sheila McCormick
Attorney-in-Fact
Sheila McCormick

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

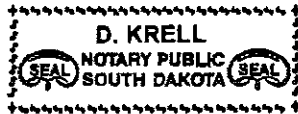
Paul T. Bruflat, Senior Vice President

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 8th day of June, 2010



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.



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

STATE OF WEST VIRGINIA

COUNTY OF LIPSHUR, TO-WIT:

I, MICHAEL D. GRIFFITH, after being first duly sworn, depose and state as follows:

- 1. I am an employee of J.F. ALLEN COMPANY; and,
(Company Name)
- 2. I do hereby attest that J.F. ALLEN COMPANY
(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.

J.F. ALLEN COMPANY
(Company Name)

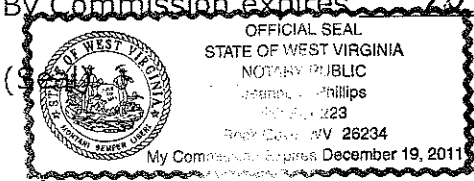
By: Michael D. Griffith

Title: VICE PRESIDENT

Date: JULY 6, 2010

Taken, subscribed and sworn to before me this 6th day of July, 2010.

By Commission expires 12/19/2011



James L. Phillips
(Notary Public)

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

RFQ No. DEF 14998

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

West Virginia Code §5A-3_10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: J. F. Allen Company

Authorized Signature: Michael D. Mygale Date: July 6, 2010

State of West Virginia

County of Upshur to-wit:

Taken, subscribed, and sworn to before me this 6th day of July, 2010.

My Commission expires 12/19, 2010.

AFFIX SEAL HERE

NOTARY PUBLIC Jeanne L. Phillips

