



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:
 DEP15176

PAGE:
 1

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

RODNEY

*B19160306 304-622-2400
 PRO CONTRACTING INC
 PO BOX 2442
 CLARKSBURG WV 26301

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
09/09/2010				

BID OPENING DATE: 11/10/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		3,938,197 ⁰⁰
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF BUFFALO COAL COMPANY, NOW UNDER REVOKED PERMIT NUMBER(S) S-2004-02 AND S-100-84, PER THE FOLLOWING DRAWINGS AND SPECIFICATIONS, BID REQUIREMENTS, TERMS & CONDITIONS, SCOPE OF WORK, AND THE ATTACHED BID SCHEDULE.</p> <p>THIS SITE CONSISTS OF APPROXIMATELY 509.0 ACRES AND IS LOCATED NEAR MT. STORM, WV IN GRANT COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 10/13/10 AT 9:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. 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 REPRESENT</p>						

RECEIVED
 2010 NOV 16 AM 10:00
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304 622-2400	DATE 11-15-10	ADDRESS CHANGES TO BE NOTED ABOVE
TITLE Vice President	FEIN 06-3348227		

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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<p>ATTENTIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DIS-QUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION 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: FROM COUNTY ROUTE 32 NEAR DAVIS, TURN ONTO COUNTY ROUTE 93 AND GO EAST 11.6 MILES. TURN RIGHT ONTO A PRIVATE GRAVEL ROAD AND GO 6.5 MILES SOUTH TO THE SITE. FOR THE PRE-BID CONFERENCE, WE WILL MEET AT THE GATE LOCATED ON THE GRAVEL ROAD OFF OF COUNTY ROUTE 93.</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 T</p>						

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<p>SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT 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>						

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

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<p>STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: <i>Pro Contracting, Inc</i> CONTRACTORS LICENSE NO.: <i>WV 044670</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 style="text-align: center;">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</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 304-622-2400	DATE 11-15-10
TITLE Vice President	FEIN 26-3348227	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p>						

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2.				THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF: 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, 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.		
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.		
				REV. 10/01/01 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS 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		

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<p>STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN 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>						

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Request for Quotation

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DEP15176

PAGE
9

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

VENDOR

*B19160306 304-622-2400
 PRO CONTRACTING INC
 PO BOX 2442
 CLARKSBURG WV 26301

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/09/2010				

BID OPENING DATE: **11/10/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR 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	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

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 DEP15176

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

RODNEY

*B19160306 304-622-2400
 PRO CONTRACTING INC
 PO BOX 2442
 CLARKSBURG WV 26301

SHIP TO

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 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
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 PHILIPPI, WV
 26416-9998 304-457-3219

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ADDENDUM NOS.:						
NO. 1		✓	11/03/2010			
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.						
					SIGNATURE	
<i>Pro Contracting, Inc.</i>					COMPANY	
<i>11/16/2010</i>					DATE	
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <i>304 622-2400</i>	DATE <i>11-15-10</i>
TITLE <i>Vice President</i>	FEIN <i>26-3348227</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION SPECIAL RECLAMATION	

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 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

DIRECTIONS:

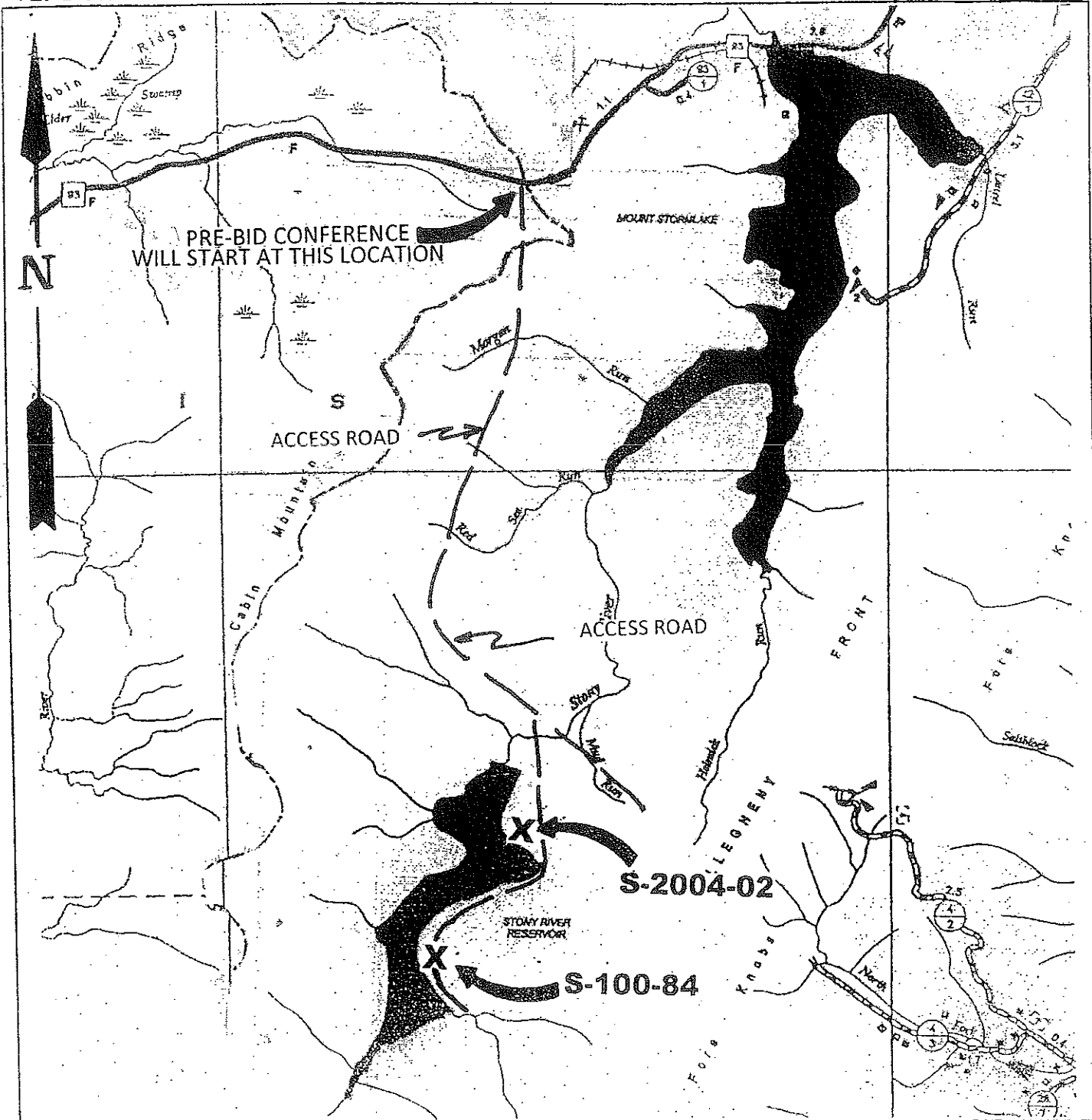
FROM COUNTY ROUTE 32 NEAR DAVIS, TURN ONTO COUNTY ROUTE 93 AND GO EAST 11.6 MILES. THEN TURN RIGHT ONTO A PRIVATE GRAVEL ROAD AND GO 5.6 MILES SOUTH TO THE SITE.

FOR THE PRE-BID CONFERENCE, WE WILL MEET AT THE GATE LOCATED ON THE GRAVEL ROAD OFF OF COUNTY ROUTE 93.

SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No.'s S-2004-02 & S-100-84	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No.'s S-2004-02 & S-100-84	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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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, Inc., Permit S-2004-02, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during construction activities and through the life of the warranty period. Sign cost is a No Bid Item and is included with mobilization cost. No work shall be authorized or allowed at the site until sign is constructed and erected on site and approved by DEP.
2. Stormwater management, as necessary, in the form as described, in the National Pollutant Discharge Elimination System, Water Pollution Control Permit Number WV0115924, existing sediment control ponds and in additional bid items # 12.0 & 13.0 shall be installed. Stormwater management, in the form described, shall be in place prior to any work within designated work areas.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be completed according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. It shall be the contractor's responsibility to check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
5. Construction stakeout as necessary to carry out work. (Bid Item # 7.0)
6. Prior to any other construction on site, Pond 1 shall be cleaned to a water depth of 5.8 feet and Pond 2 shall be cleaned to a water depth of 5.0 feet, and Stormwater Pond 3 shall be constructed. Two floating baffle curtains shall be installed in Pond 1 and two floating baffle curtains shall be installed in Pond 2. Pond 1 and Pond 2 shall each have 36 inch diameter perforated riser pipes with 36 inch diameter conduit pipes installed for 50% dry and 50% wet storage for stormwater management. Each perforated riser pipe shall be fitted with a trash rack and an anti-vortex plate. Location and number of perforations for each riser pipe are described on attached drawings. Onto each perforated riser pipe there shall be welded a 36 inch diameter conduit pipe and the conduit pipe shall be placed on a sufficient grade to discharge into limestone rip-rap emergency spillway or existing rip-rap spillway. Additional limestone rip-rap shall be used to convey water from conduit outlets to spillways. Flow line of emergency spillways to be the same elevation as the top of the perforated riser pipes. All pipe shall be in good condition with a minimum wall thickness of 0.302 inches. Minimum of 1 foot of freeboard shall be required above top of emergency spillways. Rip-

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Rap emergency spillways shall extend from inside toe of dike, across the dike and intersect existing rip-rap spillway. Each rip-rap emergency spillway shall have a concrete seepage cutoff trench poured in place as shown on attached drawings. (See Attached Drawings) The cleaning of Pond 1 and Pond 2, installation of perforated riser pipes, conduits, limestone rip-rap emergency spillways, additional limestone rip-rap, concrete seepage cutoff trenches, floating baffle curtains and any work associated with removal of these items, shall be incidental to and included in the cost of regrading.

7. Construct Stormwater Pond 3. Stormwater Pond 3 shall be approximately 475 feet long, 250 feet wide at water level. Water depth shall be a minimum of 5 feet with a minimum of 4 foot of freeboard. Interior and exterior side slopes of dike shall be no steeper than 2 horizontal to 1 vertical. Two floating baffle curtains shall be installed in Stormwater Pond 3. Stormwater Pond 3 shall have three 36 inch diameter perforated riser pipes, each having a 36 inch diameter conduit pipe installed to allow for 50% dry and 50% wet storage for stormwater management. Each perforated riser pipe shall be fitted with a trash rack and anti-vortex plate. Location and number of perforations for riser pipes are described on attached drawings. Onto each perforated riser pipe, a 36 inch diameter conduit shall be welded and placed on a sufficient grade to discharge into limestone rip-rap emergency spillway. Additional limestone rip-rap shall be used to convey water from conduit outlets to the limestone rip-rap emergency spillway. Flowline of emergency spillway shall be the same elevation as the top of the perforated riser pipes. All pipe shall be in good condition with a minimum wall thickness of 0.302 inches. A minimum of 1 foot of freeboard shall be required above top of the limestone rip-rap emergency spillway. Rip-rap emergency spillway shall extend from inside toe of dike, across the dike, and extend beyond the outside toe of the dike for 20 feet. Each rip-rap emergency spillway shall have a concrete seepage cutoff trench poured in place as shown on attached drawings. (See Attached Drawings) Stormwater Pond 3 shall remain in place until a minimum of 154 acres within Area A of S-2004-02 and Area B of S-100-84 have a uniform permanent vegetation with a density of 70%. At that time, Stormwater Pond 3 shall be no longer necessary and Wetland Cell 4 and Wetland Cell 5 shall be constructed within the Stormwater Pond 3 area. The installation of perforated riser pipes, conduits, limestone rip-rap emergency spillway, additional limestone rip-rap, concrete seepage cutoff trench, floating baffle curtains and any work associated with removal of these items, shall be incidental to and included in the cost of Stormwater Pond 3.

NOTE: All floating baffle curtains on this project shall be Aer-Flo, Inc. Tough Guy Turbidity Barrier Type 2 DOT (or equivalent) with 22 ounce vinyl coated polyester fabric, aluminum stress plates at the top and bottom corners, 5/16 inch galvanized ballast chain, and a 5/16 inch vinyl coated galvanized steel topload cable. The 5/16 inch vinyl coated galvanized steel topload cable (or equivalent) shall be extended out to the point of anchorage. Point of anchorage shall be a 48 inch long t-post or equivalent. Upon installation, floating baffle curtains shall have a submerged depth of 48 inches below the water surface. Floating baffle curtains shall be folded up and left on site for future use by WVDEP, upon removal from Pond 1, Pond 2, and Stormwater Pond 3.

8. Sediment control sumps shall be constructed for storm-water management upon request of the DEP agent on site. (See details and specifications)

NOTE: All bid items, specified by acre on this project in the Bid Schedule, shall require the submittal of a final survey to verify final acreages. This submittal shall include a copy of all field notes, a map to scale in paper form and electronic form. Final survey must be conducted under the

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VENDOR:

direct supervision of and certified by a Professional Surveyor or Professional Engineer licensed in the state of West Virginia. Partial payments may be made for estimated acreages that are field verified and agreed upon with the DEP agent on site. Partial payments may not exceed 75% of bid item prior to final survey.

AREA A

9. Sample, analyze, identify, and properly dispose of materials found in plastic buckets, metal drums, IBC totes, tanker trucks, etc. Verification documentation of sampling, analysis, and proper disposal shall be required for payment.
10. Remove any and all debris from site. Contractor must provide documentation of proper disposal. Cost of debris removal shall be incidental to and included in the cost of regrading.
11. Backfill to eliminate approximately 1,700 linear feet of highwall and/or open pit. All existing spoil piles shall be used for backfill material and shall be regraded to establish a sheet flow drainage pattern. All backfilled and regraded surfaces shall be no steeper than 2 horizontal to 1 vertical. After backfilling, the best soil type material available shall be blended with shale type material and uniformly spread over the regraded area to promote vegetative growth.
12. NOTE: Any water impounded in pits shall be pumped out prior to backfilling. The water shall be pumped and discharged through Pond 1 and/or Pond 2 and/or Stormwater Pond 3. Water quality parameters of less than 35 mg/l total suspended solids and pH of between 6.0 and 9.0 shall be maintained prior to water entering Pond 1 and/or Pond 2 and/or Stormwater Pond 3. Any time a pump is running on site, responsible personnel shall be provided to ensure water quality. The cost of pumping and any necessary water treatment shall be incidental to and included in backfilling.
13. Construct Wetland Cell 1. Any existing wetland in this area shall be expanded so that Wetland Cell 1 shall have a minimum area of 2.00 acres.
14. Construct Wetland Cell 2. Any existing wetland in this area shall be expanded so that Wetland Cell 2 shall have a minimum area of 2.00 acres.
15. Construct Wetland Cell 3. Any existing wetland in this area shall be expanded so that Wetland Cell 3 shall have a minimum area of 2.30 acres.
16. Wetland Cells 1, 2, 3 shall have a maximum water depth of 18 inches and a minimum water depth of 12 inches in areas outside of the Type 8 Ditch running through the cell. Grading shall be done to produce a variety of depths within the cell, between the minimum and maximum depths. A Type 6 Ditch shall enter and exit Cells 1 and 2 and enter Cell 3. A Type 7 Ditch shall exit Cell 3. Type 8 Ditch shall run through the bottom of Wetland Cells 1, 2, and 3. The Type 6 Ditch for the inlet of the cells shall extend 15 feet out along the bottom of the cells and transition into the Type 8 Ditches. A concrete cutoff trench shall be placed within the Type 6 and Type 7 Ditches exiting each Wetland Cell, to maintain the required water depth as shown on attached drawing. Concrete cutoff trenches shall be incidental to and included in the construction of Type 6 and 7 Ditches. All Type 8 Ditches shall be incidental to and included in the cost of the Wetland Cell that it is within.

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17. Construct Wetland Cell 4. Any existing wetland in this area shall be expanded so that Wetland Cell 4 shall have a minimum area of 0.60 acres.
18. Construct Wetland Cell 5. Any existing wetland in this area shall be expanded so that Wetland Cell 5 shall have a minimum area of 0.75 acres.
19. Construct an earthen berm across the existing low area downstream of Wetland Cell 5. The berm shall have a minimum 20 foot top width and shall be constructed to a height to allow 3 feet of freeboard above the Type 7 Ditch between Cell 5 and Cell 6. The earthen berm shall daylight into the existing ground surface on both ends, while maintaining a consistent top elevation.
20. Construct Wetland Cell 6. Any existing wetland in this area shall be expanded so that Wetland Cell 6 shall have a minimum area of 3.70 acres.
21. Construct Wetland Cell 7. Any existing wetland in this area shall be expanded so that Wetland Cell 7 shall have a minimum area of 10.65 acres. Some areas will require fill to meet water depth requirements.
22. Wetland Cells 4, 5, 6, and 7 shall have a maximum water depth of 18 inches and a minimum water depth of 12 inches in areas outside of the Type 10 Ditch running through the cells. Grading shall be done to produce a variety of depths within the cell, between the minimum and maximum depths. A Type 7 Ditch shall enter and exit each cell with Type 10 Ditches running through the bottom of Wetland Cells 4, 5, 6, and 7. The Type 7 Ditch for the inlet of the cells shall extend 15 feet out along the bottom of the cell and transition into the Type 10 Ditch. A concrete cutoff trench shall be placed within the Type 7 Ditch exiting each Wetland Cell, to maintain the required water depth. Concrete cutoff trenches shall be incidental to and included in the construction of the Type 7 Ditches.
23. Note: The segregated Wetland Substrate stockpiled previously, shall be evenly disbursed within all the Wetland Cells to help re-establish wetland type vegetation.
24. NOTE: Payment shall be made on total net wetland cell areas (channel areas excluded) shall be a minimum of 18 acres and a maximum of 22 acres. Areas of Ponds 1 and 2 are not included in wetland cell acreage and shall be paid under bids items 8.1 and 8.2.
25. Note: The contractor shall provide a survey to verify the required acreage has been constructed for payment. A final certified survey of all cells, including those within Pond 1 and Pond 2, detailing total acres, net acres after subtracting the area of the channel through each cell, and location shall be provided to the DEP agent on site prior to final payment.
26. NOTE: Concrete cut off trenches shall be placed parallel to and along the crest of berms as shown on attached drawings. Concrete cutoff trenches shall be intricately poured with grouted ditches.
27. Construct approximately 8,000 linear feet of Type 2 Ditch in the areas shown on the site plan. Diversions shall be installed as necessary to direct drainage from above the disturbed area to the two Type 2 ditches at the eastern end of the highwall. These diversions shall be incidental to the Type 2 Ditches.

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28. Construct approximately 300 linear feet of Type 5 Ditch in the areas shown on the site plan.
29. Construct approximately 900 linear feet of Type 6 Ditch in the areas shown on the site plan.
30. Construct approximately 1,500 linear feet of Type 7 Ditch in the areas shown on the site plan.
31. Construct approximately 3,100 linear feet of Type 10 Ditch in the areas shown on the site plan.
32. Note: All stone used for ditches shall be limestone. Sandstone material found on site must be removed from areas where it would be in contact with water. Any concentrations of sandstone encountered during construction shall be blended with shale type material found on site.
33. Eliminate Haulroad A by regrading and installing water bars according to attached specifications. Note: The cost of elimination of Haulroad A shall be incidental to and included in regrading and topsoiling.
34. Re-establish approximately 3,200 linear feet of access road through the site after backfilling and regrading, by constructing a compacted sub-grade, placing road fabric and six (6) inches of three (3) inch crusher run limestone to a twenty (20) foot running width. Fabric and crusher run limestone shall be incidental to and included in the cost of re-establishing the access road. Eight (8) Twenty inch diameter good used steel pipe, of a minimum 40 foot length, shall be placed at every 500 linear feet of the re-established access road. Location of each culvert to be approved by DEP agent on site. Each culvert will have a rip-rap splash pad on its discharge end, measuring 3 feet wide, 6 feet long, with a depth of 18 inches. Cost of Rip-Rap Splash Pad shall be incidental to and included in the price of the twenty inch culverts. Twenty inch steel pipes shall have a minimum wall thickness of 0.250 inches.
35. Install two 30 inch diameter 60 foot length culverts in the area that the re-established road crosses the main channel. The culvert shall be the existing steel pipe cut to half its length, and reinstalled as dual culverts. Dual culverts shall have the same flowline elevation and be placed on a 3% slope. See attached drawings and specifications. Installation of these pipes shall be incidental to and included in the re-establishment of the access road.
36. Construct a low water crossing within the access road adjacent to the dual culverts. (See details and specifications). The low water crossing shall be constructed of gabion size limestone. The gabion limestone shall extend to the toe of the road embankment on both sides. The gabion limestone shall be grouted from the toe of the road embankment to the top of the road embankment on both sides of the road, leaving the travelled portion ungrouted. Concrete cutoff trenches shall be intricately poured in place within the gabion limestone at the top of each embankment. The ungrouted portion of the crossing shall have all the voids within the gabion limestone filled with 1 ½ inch crusher run limestone and compacted with a vibratory roller. The flow line of the low water crossing shall be no higher than the top of the dual culverts. Slopes of the access road entering and exiting the low water crossing shall be 5 horizontal to 1 vertical. The low water crossing shall be incidental to and included in the reestablishment of the access road.
37. Install 8,000 linear feet of silt fence/and or haybale dike for sediment control during and after reclamation. DEP agent on site will determine where each type will be used.

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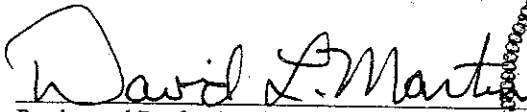
38. Regrade and revegetate approximately 240 acres of disturbance, this shall include all areas of deficient vegetation. Note: In order to comply with stormwater management, stabilization measures shall be initiated as soon as practical in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has permanently ceased. Where the initiation of stabilization measures by the fourth day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as conditions allow. " Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g., the total time period that construction activity is temporarily halted is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the seventh day after construction activities have temporarily ceased. Areas where the seed has failed to germinate adequately (uniform perennial vegetative cover with a density of 70%) within 30 days after seeding and mulching must be reseeded immediately, or as soon as weather conditions allow.
39. After uniform permanent vegetation is established in Area A and Area B, with a density of 70%, Pond 1 and Pond 2 shall be upgraded.
40. Upgrade Pond 2. Remove stormwater riser and conduit assemblies. Remove all accumulated sediment down to solid. Create 4 wetland cells within Pond 2, this will require placing suitable fill material and/or lowering water level within Pond 2. Earthen berms shall be put in place to create the 4 wetland cells. Each berm shall have a 10 foot top width and 3 horizontal to 1 vertical slope on its upstream and downstream faces. Wetland Cells shall have a maximum water depth of 18 inches and a minimum water depth of 12 inches in areas outside of the Type 9 Ditch running through the cell. Grading shall be done to produce a variety of depths within the cell, between the minimum and maximum depths. A Type 5 Ditch shall enter and exit each cell with Type 9 Ditch running through the bottom of the cells. A concrete cutoff trench shall be placed within the Type 5 Ditch exiting each Wetland Cell, to maintain the required water depth. Concrete cutoff trenches shall be incidental to and included in Type 5 Ditch and Type 9 Ditches shall be incidental to and included in the Upgrade of Pond 2. Wetland area created in Pond 2 shall total 2.4 acres.
41. Upgrade Pond 1. Remove stormwater riser and conduit assemblies. Remove all accumulated sediment down to solid. Create 2 wetland cells within Pond 1, this will require placing suitable fill material and/or lowering water level within Pond 1. Grading shall be done to produce a variety of depths within the cell, between the minimum and maximum depths. An earthen berm shall be put in place to create the 2 Wetland Cells. The berm shall have a 10 foot top width and 3 horizontal to 1 vertical slopes on its upstream and downstream faces. Wetland Cells shall have a maximum water depth of 18 inches and a minimum water depth of 12 inches in areas outside of the Type 9 Ditch running through the cell. Grading shall be done to produce a variety of depths within the cell, between the minimum and maximum depths. A Type 5 Ditch shall enter and exit each cell with Type 9 Ditches running through the bottom of the cells. A concrete cutoff trench shall be placed within the Type 5 Ditch exiting each Wetland Cell, to maintain the required water depth. Concrete cutoff trenches shall be incidental to and included in Type 5 Ditch and Type 9 Ditch shall be incidental to and included in upgrade of Pond 1. Wetland area created in Pond 1 shall total 0.9 acres.


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VENDOR:

42. NOTE: Concrete cut off trenches shall be placed parallel to and along the crest of berms as shown on attached drawings. Concrete cutoff trenches shall be intricately poured with grouted ditches.
43. Remove the existing spillway for Pond 1 and Pond 2 and construct Spillway A to replace it. The Type 7 Ditch exiting Wetland Cell 7 shall discharge into Spillway A. See attached drawings.

I, David L. Martin, 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.


Registered Professional Engineer WV No. 7282



Date: August 24, 2010

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.

PRO CONTRACTING INC.
 P.O. BOX 2442
 CLARKSBURG, WV 26302

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 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>Buffalo Coal Company, Inc.</u>				
PERMIT NUMBER(S): <u>S-2004-02</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	\$ 65,000⁰⁰ 115,000
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ 1 ⁰⁰
3.0	LUMP SUM	<u>HAULROAD/ACCESS</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 1,000 ⁰⁰
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$696,200 ⁰⁰
5.0	240 ACRES	<u>REGRADING AND TOPSOILING</u>	425 ⁰⁰ PER ACRE	\$ 102,000 ⁰⁰
6.0	<u>REVEGETATION</u>			
6.1	240 ACRES	<u>AGRICULTURAL LIME</u>	100 ⁰⁰ PER ACRE	\$ 24,000 ⁰⁰
6.2	240 ACRES	<u>FERTILIZER</u>	250 ⁰⁰ PER ACRE	\$ 60,000 ⁰⁰
6.3	240 ACRES	<u>MULCH</u>	500 ⁰⁰ PER ACRE	\$ 120,000 ⁰⁰
6.4	240 ACRES	<u>VEGETATIVE SPECIES</u>	300 ⁰⁰ PER ACRE	\$ 72,000 ⁰⁰
7.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid for this permit)	LUMP SUM	\$ 20,000⁰⁰ 70,000 ⁰⁰
8.0	<u>CONSTRUCTED WETLANDS</u>			
8.1	LUMP SUM	<u>UPGRADE POND 1</u>	LUMP SUM	\$ 18,000 ⁰⁰

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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, Inc., Permit S-100-84, 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:

44. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 20.0. If, fuel and lubricants are to be stored on site, bid item # 19.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during construction activities and through the life of the warranty period. Sign cost is a No Bid Item and is included with mobilization cost. No work shall be authorized or allowed at the site until sign is constructed and erected on site and approved by DEP.
45. Stormwater management, as necessary, in the form as described, in the National Pollutant Discharge Elimination System, Water Pollution Control Permit Number WV0115924, existing sediment control ponds and in additional bid items # 28.0 & 29.0 shall be installed. Stormwater management, in the form described, shall be in place prior to any work within designated work areas.
46. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be completed according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
47. Construction stakeout as necessary to carry out work. (Bid Item # 23.0)
48. It shall be the contractor's responsibility to check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
49. Sediment control sumps shall be constructed for storm-water management upon request of the DEP agent on site. (See details and specifications)

AREA B

50. Repair the diversion ditch in the area that has topped over and grade to ensure flow to the designed ditch on its western end.
51. Construct approximately 4,300 linear feet of Type 1 Ditch in the areas shown on the site plan.
52. Construct approximately 1,500 linear feet of Type 2 Ditch in the areas shown on the site plan.
53. Construct approximately 4,100 linear feet of Type 3 Ditch in the areas shown on the site plan.

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54. Construct approximately 2,100 linear feet of Type 4 Ditch in the areas shown on the site plan.
55. Construct approximately 2,100 linear feet of Type 6 Ditch in the areas shown on the site plan.
56. Note: Nearly all the ditches on this project will be constructed in the same areas as existing erosion gullies on site.
57. Eliminate the impounding capacity of the low area near the wood line by cutting and filling to produce a sheetflow drainage pattern.
58. Install Culvert 1 beneath access road. Culvert 1 shall consist of dual 50 foot long, 20 inch diameter good used steel pipe. Twenty (20) inch pipe shall have a minimum wall thickness of 0.250 inches. Culvert 1 shall have a minimum of one and a half feet of cover above top of culvert within the running width of the access road. Dual pipes shall have the same flowline elevation and be placed on a 3% slope.
59. Install Culvert 2 beneath access road. Culvert 2 shall be 50 feet long, 30 inch diameter good used steel pipe. Thirty (30) inch pipe shall have a minimum wall thickness of 0.312 inches. Culvert 1 shall have a minimum of one and a half feet of cover above top of culvert within the running width of the access road. Both Culvert 1 and Culvert 2 will have a rip-rap splash pad on its discharge end of each culvert, measuring 6 feet wide, 10 feet long, with a depth of 18 inches. Cost of Rip-Rap Splash Pads shall be incidental to and included in cost of Culvert 1 and Culvert 2.
60. NOTE: Sections of pipe less than the required total length shall be welded together.
61. Regrade and revegetate approximately 155 acres of deficient vegetation and disturbance in Area B to create a sheetflow drainage pattern toward existing ditches and the constructed ditches detailed above.

AREA C

62. Regrade and revegetate approximately 8 acres of deficient vegetation in Area C to create a sheetflow drainage pattern toward existing ditches.

AREA D

63. Gather up the existing cinder pile along the access road and encapsulate in soil type material. This work shall be incidental to and included in the cost of regrading.
64. Regrade and revegetate approximately 28 acres of deficient vegetation and in Area D to create a sheetflow drainage pattern toward existing ditches.

AREA E

65. Construct approximately 600 linear feet of Type 1 Ditch in the areas shown on the site plan.

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66. Repair diversion ditch berm in two areas that have failed to ensure water flow and proper function of the diversion.
67. Regrade and revegetate approximately 74 acres of deficient vegetation in Area E to create a sheetflow drainage pattern toward existing ditches.

AREA F

68. Sample, analyze, identify, and properly dispose of materials found in plastic buckets, metal drums, etc. This work shall be incidental to and included in the cost of sample, analyze and dispose of materials. Verification documentation of sampling, analysis, and proper disposal shall be required for payment.
69. Remove any and all debris from Area F. This shall include but is not limited to buildings, box trailers, tires, etc. Contractor must provide documentation of proper disposal. This work shall be incidental to and included in the cost of structure and debris removal.
70. Regrade and revegetate approximately 4 acres of deficient vegetation and disturbance, in the general area of the buildings, in Area F.

FOR ALL AREAS

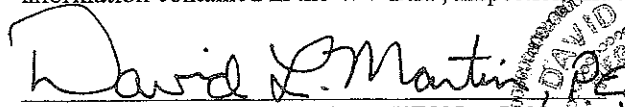
71. Note: All stone used for ditches shall be limestone. Any concentrations of sandstone encountered during construction shall be blended with shale type material found on site. Sandstone material found on site must be removed from areas where it would be in contact with water.
72. Contractor shall provide and place up to 1,000 tons of crusher run and/or clean limestone for use on areas of access road, construction of stone check dams, and construction of rock filter outlets, with gradation and placement, as directed by the DEP agent on site.
73. Install 5,000 linear feet of silt fence and/or haybale dike for sediment control during and after reclamation. DEP agent on site shall determine where each type will be used.
74. Remove and properly dispose of all debris found on site. Contractor shall provide documentation of proper disposal.
75. Regrade and revegetate 269 acres of disturbance, this shall include all area of deficient vegetation. Note: In order to comply with stormwater management, stabilization measures shall be initiated as soon as practical in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has permanently ceased. Where the initiation of stabilization measures by the fourth day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as conditions allow.

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Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g., the total time period that construction activity is temporarily halted is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the seventh day after construction activities have temporarily ceased. Areas where the seed has failed to germinate adequately (uniform perennial vegetative cover with a density of 70%) within 30 days after seeding and mulching must be reseeded immediately, or as soon as weather conditions allow.

I, David L. Martin, 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.


Registered Professional Engineer WV No. 7202

Date: AUGUST 24, 2010

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

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>Buffalo Coal Company, Inc.</u>				
PERMIT NUMBER(S): <u>S-100-84</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
18.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>55,000⁰⁰</u>
19.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1⁰⁰</u>
20.0	LUMP SUM	<u>HAULROAD/ACCESS</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>1,000⁰⁰</u>
21.0	<u>269 ACRES</u>	<u>REGRAIDING AND TOPSOILING</u>	<u>485⁰⁰</u> PER AC	\$ <u>114,325⁰⁰</u>
22.0		<u>REVEGETATION</u>		
22.1	<u>269 ACRES</u>	<u>AGRICULTURAL LIME</u>	<u>100⁰⁰</u> PER AC	\$ <u>26,900⁰⁰</u>
22.2	<u>269 ACRES</u>	<u>FERTILIZER</u>	<u>250⁰⁰</u> PER AC	\$ <u>67,250⁰⁰</u>
22.3	<u>269 ACRES</u>	<u>MULCH</u>	<u>500⁰⁰</u> PER AC	\$ <u>134,500</u>
22.4	<u>269 ACRES</u>	<u>VEGETATIVE SPECIES</u>	<u>300⁰⁰</u> PER AC	\$ <u>80,700⁰⁰</u>
23.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid for this permit)	LUMP SUM	\$ <u>1,000⁰⁰</u>
24.0	LUMP SUM	<u>REPAIR DIVERSION DITCHES</u>	LUMP SUM	\$ <u>5,000⁰⁰</u>
25.0		<u>RIP-RAP DITCH</u>		
25.1	<u>4,900 LF</u>	<u>TYPE 1 DITCH</u>	<u>21⁰⁰</u> PER LF	\$ <u>102,900⁰⁰</u>

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
25.2	1,500 LF	<u>TYPE 2 DITCH</u>	8/5 11/15/2010 \$ 35 ⁰⁰ PER LF	\$ 52,500 ⁰⁰ 8/5 11/15/10
25.3	2,100 LF	<u>TYPE 4 DITCH</u>	8/5 11/15/2010 \$ 47 ⁰⁰ PER LF	\$ 98,700 ⁰⁰ 8/5 11/15/10
26.0		<u>GROUTED RIP-RAP DITCH</u>		
26.1	4,100 LF	<u>TYPE 3 DITCH</u>	8/5 11/15/2010 \$ 83 ⁰⁰ PER LF	\$ 340,300 ⁰⁰ 8/5 11/15/10
26.2	2,100 LF	<u>TYPE 6 DITCH</u>	8/5 11/15/2010 \$ 123 ⁰⁰ PER LF	\$ 258,300 ⁰⁰ 8/5 11/15/2010
27.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
28.0	5,000 LF	<u>SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ 0.50 PER LF	\$ 2,500 ⁰⁰
29.0	300 EA	<u>SEDIMENT CONTROL SUMP</u>	\$ 25 ⁰⁰ PER EA	\$ 7,500 ⁰⁰
30.0		<u>ITEM DELETED FROM BID SCHEDULE</u>		
31.0	LUMP SUM	<u>SAMPLE, ANALYZE, AND DISPOSE OF MATERIALS</u>	LUMP SUM	\$ 1,000 ⁰⁰
32.0		<u>CULVERTS</u>		
32.1	150 LF	<u>20 INCH DIAMETER STEEL PIPE</u>	\$ 25 ⁰⁰ PER LF	\$ 3,750 ⁰⁰
32.2	100 LF	<u>30 INCH DIAMETER STEEL PIPE</u>	\$ 30 ⁰⁰ PER LF	\$ 3,000 ⁰⁰
33.0	1,000 TON	<u>CRUSHER RUN AND/OR CLEAN LIMESTONE</u>	\$ 10 ⁰⁰ PER TON	\$ 10,000 ⁰⁰
		<u>REVISED 10/13/10</u>		

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		TOTAL PERMIT <u>S-100-84</u>		\$1,366,626 ⁰⁰
<i>11/16/2010</i>				
		TOTAL PERMIT <u>S-2004-02</u>	<i>\$</i> <i>11/15/2010</i>	2,571,571⁰⁰ 2,471,571⁰⁰
		TOTAL PERMIT <u>S-100-84</u>	<i>\$</i> <i>11/15/2010</i>	1,366,626⁰⁰
		TOTAL PERMITS <u>S-2004-02 and S-100-84</u>		3,938,197⁰⁰ 3,938,197.00
<i>\$</i> <i>11/15/2010</i>				
<i>\$</i> <i>11/16/2010</i>				

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BID ITEM TECHNICAL SPECIFICATIONS

1.0 & 18.0 MOBILIZATION/DEMobilIZATION/PROJECT SIGN

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

This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site necessary to begin work on a substantial phase of the contract.

Prior to demobilization, an inspection shall be conducted by the Department of Environmental Protection and the contractor to insure compliance with contract performance. Once compliance is ascertained, demobilization activities can be initiated and completed. Demobilization shall be totally completed before the invoice for payment shall be processed.

The lump sum bid for this item shall not exceed 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 & 19.0 SPILL CONTAINMENT AREA (S.C.A.)

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

3.0, 20.0 HAULROAD/ACCESS ROAD

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

4.0 BACKFILLING

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

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5.0 & 21.0 REGRADING AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall distribute topsoil or the best available material to support vegetation, as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner. This item shall include the elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps, the grading of spoil and/or fill materials. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Topsoil presently stockpiled on site shall be preserved and spread on the fill surface. In the absence of stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item. The contractor shall not exceed the contract amount. If any additional amount is required, the contractor must have written approval from the Director of the Division of Land Restoration or his designee, prior to any additional work being completed.

6.0 & 22.0 REVEGETATION

The actual seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the Department of Environmental Protection. Contractor shall provide equipment as necessary to secure approval of the seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, but no additional monetary compensation will be awarded. Areas outside the limits of construction, disturbed by the contractor, shall be revegetated by the contractor at no expense to DEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the DEP Specialist. It shall be the vendor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation is established. The acreage quantities in this contract are for bidding purposes only.

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

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

The contractor shall not exceed the contract amount. If any additional amount is required, the contractor must have written approval from the Director of the Division of Land Restoration or his designee, prior to any additional work being completed.

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6.1 & 22.1 AGRICULTURAL LIME

Unless otherwise specified, all lime used shall be registered with the West Virginia Department of Agriculture, have an 85% minimum calcium carbonate equivalent, and meet the fineness classification no larger than that for ground 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 3 ton/acre.

6.2 & 22.2 FERTILIZER

Fertilizer rates given for REVEGETATION are for 1,000 lbs. of 10-20-20 per acre. These rates are minimum and for bidding purposes.

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

6.3 & 22.3 MULCH

Acceptable mulch for this project is wood fiber, hay, or straw. Mulch: Wood Fiber @ 1.0 ton/Acre Hay or straw mulch may be substituted at a rate of 2 tons/Acre

6.4 & 22.4 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	@ 19 lbs/acre
Birdsfoot Trefoil ²	@ 20 lbs/acre
Red Top	@ 10 lbs/acre
Switchgrass	@ 45 lbs/acre
Perennial Ryegrass	@ 10 lbs/acre
Red Clover	@ 5 lbs/acre
Black Locust ⁵	@ 1 lbs/acre
Foxtail Millet ³	@ 12 lbs/acre
Wheat or Rye ⁴	@ 50 lbs/acre

1. Seeding rate required is for pure live seed in pounds (lbs) per acre.
2. Herbaceous legumes must be treated with the appropriate bacterium before seeding.
3. Spring mix.
4. Fall mix.
5. Black locust used only for woodland land use.

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7.0 & 23.0 CONSTRUCTION STAKEOUT

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

A. MATERIALS

Wooden stakes and other marking materials as described herein.

B. CONSTRUCTION METHODS

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

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

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

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

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

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

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

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8.0 CONSTRUCTED WETLANDS

A wetland cell shall be constructed as per attached detailed plans. Such structures shall be repaired and maintained until demobilization. This item will be a one-time payment. Clean-out and maintenance shall be conducted by the contractor at no expense to DEP. Payment shall be made on net wetland acres. Net wetland acres shall be calculated by total acres less acres of constructed stream channel, as determined by survey conducted under the direct supervision of and certified by a Professional Surveyor or Professional Engineer licensed in the state of West Virginia. The contractor shall not exceed the contract amount. If any additional amount is required, the contractor must have written approval from the Director of the Division of Land Restoration or his designee, prior to any additional work being completed.

9.0 & 25.0 RIP-RAP DITCH

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

Riprap (Designed)

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

Stone for riprap shall consist of shot rock or rough unhewn quarry stone of approximately rectangular shape. The stone shall be hard and angular and of such quality that it will not disintegrate on expose to water or weathering, and it shall be suitable in all other respects for the purpose intended. The specific gravity of the individual stones shall be least 2.5. Open limestone channels shall use limestone riprap.

Rip-Rap (Standard)

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

10.0 & 26.0 GROUTED RIPRAP DITCH

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

The grout filler shall be composed of a mixture of one part 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

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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.

11.0 & 27.0 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

12.0 & 28.0 SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE

Disturbed areas which have stormwater runoff and does not pass through a sediment control structure shall utilize the following Best Management Practice (BMP) methods to manage stormwater runoff. For more information on BMP methods go to the WVDEP website <http://www.wvdep.org/dwvm/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.

Silt fence shall be placed on the contour. On slopes with grades greater than seven (7%) percent, the silt fence should be located at least five (5) to seven (7) feet beyond the base. Turn the ends of the silt fence upslope so that a certain depth of stormwater may be retained in front of the silt fence. The impounded depth should be at least twelve (12) inches, but no more than the height of the silt fence. Hay bale dike shall be staked in place at the end of the row of silt fence as an emergency overflow. This will allow detained water, exceeding the capacity of the silt fence, to be filtered and released quickly. Silt fence shall not be installed in streams or swales or in any area where there is a reasonable chance of concentrated flow. In areas where concentrated flows can be expected, use haybale dike with the construction of sumps and/or stone check dams and/or rock filter outlets. **The bottom edge of silt fence shall be entrenched and backfilled.**

The silt fence should be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter cloth should be spliced together only at a supporting post, with a minimum six (6) inch overlap and securely sealed. See Silt Fence Details and installation requirements. Payment for silt fence will be by the linear foot installed. Cost of the Silt Fence shall include the removal from the project upon stabilization and permanent vegetation being established.

INSPECTION - Inspect silt fence before anticipated storm events (or series of storm events such as intermittent showers over one or more days) and within twenty-four (24) hours after the end of a storm event of 0.5 inches or greater, and at least once every seven (7) calendar days. Where sites have been finally or temporarily stabilized, such inspection may be conducted only once per month.

MAINTENANCE - Sediment should be removed once it has accumulated to one-half (1/2) the original height of the barrier. Filter fabric should be replaced whenever it has deteriorated to such an extent that the effectiveness of the fabric is reduced (approximately six (6) months). Silt fence should remain in place until disturbed areas have been permanently stabilized. All sediment accumulated at the fence should be removed and properly disposed of before the fence is removed. **Price of the Silt Fence shall include the removal of it from the project upon stabilization and permanent vegetation being established.**

Haybale dike shall be used for disturbed areas which have stormwater runoff which does not pass through a sediment control structure, utilizing the following method to manage stormwater runoff:

1. All bales shall be placed on the contour.
2. Bales shall be placed in a row with ends tightly abutting the adjacent bales and embedded as shown on the Haybale Dike Detail.
3. Bales shall be securely anchored in place by stakes driven through the bales. The first stake in each bale shall be driven toward previously laid bale to force the bales together.

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Construction of sediment control sumps, stone check dams, and rock filter outlets may become necessary to supplement the silt fence and haybale dikes.

PAYMENT – Payment will be by the linear foot installed.

13.0 & 29.0 CONSTRUCTED SEDIMENT CONTROL STRUCTURES

A sediment control structure shall be constructed as per attached detailed plans. Such structures shall be cleaned out when the sediment capacity reaches 60%, repaired, and maintained until demobilization. This item will be a one-time payment. Clean-out and maintenance shall be conducted by the contractor at no expense to DEP. (SEE ATTACHMENT)

14.0 RE-ESTABLISH ACCESS ROAD

This work shall consist of the reconstruction of the access road through the site. The road shall be constructed on a well drained base, compacted to 95% standard proctor, with a road surface of six (6) inches of three (3) inch crusher run limestone compacted to 95% standard proctor. The road surface shall be twenty (20) feet wide and grade to drain.

14.0 LOW WATER CROSSING

The low water crossing shall be constructed of gabion size limestone. The gabion limestone shall extend to the toe of the road embankment on both sides. The gabion limestone shall be grouted from the toe of the road embankment to the top of the road embankment on both sides of the road, leaving the travelled portion ungrouted. Concrete cutoff trenches shall be poured in place within the gabion limestone at the top of each embankment. The ungrouted portion of the crossing shall have all the voids within the gabion limestone filled with 1 ½ inch crusher run limestone, compacted with a vibratory roller. The flow line of the low water crossing shall be no higher than the top of the dual pipes. Slopes of the access road entering and exiting the low water crossing shall be 5 horizontal to 1 vertical.

14.0 ENGINEERING FABRIC

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

Engineering Fabric for Subsurface Drainage and Separation:

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

PROPERTY	MINIMUM REQUIRED VALUE	TEST METHOD
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.

15.0 & 32.0 CULVERTS

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

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

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

The culvert shall be covered with a minimum of twelve (12) inches of material. Payment shall be for length of culvert installed, and any riprap for rock aprons, headwalls and endwalls shall be incidental to this bid item.

5.0 & 21.0 STRUCTURE AND/OR DEBRIS REMOVAL

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

17.0 & 31.0 SAMPLE, ANALYZE AND DISPOSE OF MATERIALS

The contractor shall sample, analyze and dispose of unidentified materials in buckets, metal drums, IBC totes, tanker trucks, etc. The contractor shall comply with all state and federal laws and regulations that apply to hazardous/ or toxic waste, used oil, fuel, contaminated soils and chemical waste. The contractor shall supply verification documents required for compliance with state and federal laws and regulations for cleanup and disposal.

24.0 EXISTING SEDIMENT CONTROL STRUCTURES

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

33.0 CRUSHER RUN AND/OR CLEAN LIMESTONE

During construction areas may need additional base layer stone. After any necessary re-compaction and re-grading work on roadways has been performed by the contractor, a layer of crusher run limestone shall be placed as needed. This stone shall be graded and tracked in with a dozer or other equipment to achieve a compacted base when used on roadways. Stone check dams and rock filter outlets shall be placed as needed. Gradation and placement as directed by DEP agent on site. Payment shall be paid per ton of stone applied by weight ticket and will be made at completion of all work and acceptance by DEP.

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*This page Replaces
Per Add #1
8/5 11/2/2010*

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BID PREPARATION INFORMATION

HISTORICAL INFORMATION

Prospective bidders may review files at the West Virginia Department of Environmental Protection, Charleston, WV office, 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 blasting regulations must be adhered to.

LIFE OF CONTRACT

The purchase order contract becomes effective on the starting date as specified in the notice to proceed as issued by the Department of Environmental Protection. This contract extends for a period of one (1) year and may be renewed until such "reasonable time" thereafter as is necessary to complete 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. 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 foreman or the on-the-ground supervisor must be in attendance.

GENERAL SUPERVISION

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

CONTRACTOR RESPONSIBILITY

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

LAWS TO BE OBSERVED

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

PERMITS, LICENSES AND TAXES

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

CONCURRENT RECLAMATION

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

WATER QUALITY CONTROL

Shall commence with initial start-up of the project and remain in effect for the extent of the backfilling, regrading and revegetation activity. DEP obtains a stormwater permit for each project from the 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

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appropriate measures taken to prevent erosion from the discharge. The contractor shall be responsible for treatment of said waters to meet pH standards. The water shall be discharged only when the quality meets a pH equivalent to the pH of the receiving stream but not less than 6.0.

DIFFERING SITE CONDITIONS

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

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

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

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

HANDLING AND STORAGE OF MATERIALS

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

Aggregate stockpiles shall be made on ground that is denuded of vegetation, hard, and well drained. Removal of aggregate from the stockpile shall be done in a manner which will not result in the inclusion of foreign material into the aggregate. The use of the aggregate will determine if exceptions are permitted.

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

MAINTENANCE DURING CONSTRUCTION

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

FINAL INSPECTION

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

ACREAGE QUANTITIES

The acreage quantities in this contract are for bidding purpose and are set (definite) number for the project area as specified at the pre-bid showing. Only surveyed acreage's through figures the Contractor and/or the State develops will be honored to alter these acreage numbers.

PAYMENT

Invoices must be submitted on prescribed Department of Environmental Protection, Special Reclamation Program forms and include verification. Certified contractor payrolls for operators directly involved in this project

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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 and etc., are removed from the site.

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

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

ROAD ABANDONMENT shall be included in the final construction invoice.

FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

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

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

REVEGETATION AND WARRANTY

The seeding date shall be at the discretion of the contractor once an approved seedbed has been prepared. In all cases a permanent vegetative cover capable of supporting the post-mining land use must be established. A warranty period of one (1) year shall commence upon completion and payment of the revegetation item of the contract. No payment will be made for additional seeding necessary to comply with warranty requirements. The warranty period will be extended for one (1) year from the date of the last augmented seeding done by the contractor. The performance bond and labor and materials bond shall remain in effect throughout the warranty period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining 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.

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

CONTRACT DELETIONS

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

CANCELLATION

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

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

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

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

BUYER CB-23	REQ. OR PO NO. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

S

Attn:

A

Notice to Proceed
 Permit Name: _____
 Permit No. _____
 Purchase Order No.: DEP

Dear :

M

The purpose of this letter is to express our appreciation for your work in advance and to recognize a reclamation partnership project. The initial start 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 begin 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, and the ground supervisor must be in attendance at this conference.

P

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.

L

Sincerely,

E

BUYER CB-23		REQ. OR PO NO. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

General Requirements

Project Construction Sign

Work Required

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

Materials

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 ¾" 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.

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

BUYER	REQ. OR PO	47
CB-23	NO	DEP15176
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		




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

Joe Manchin, III,
Governor



Randy C. Huffman,
Cabinet Secretary



Ken Ellison,
Director

Permit Name

Permit Number

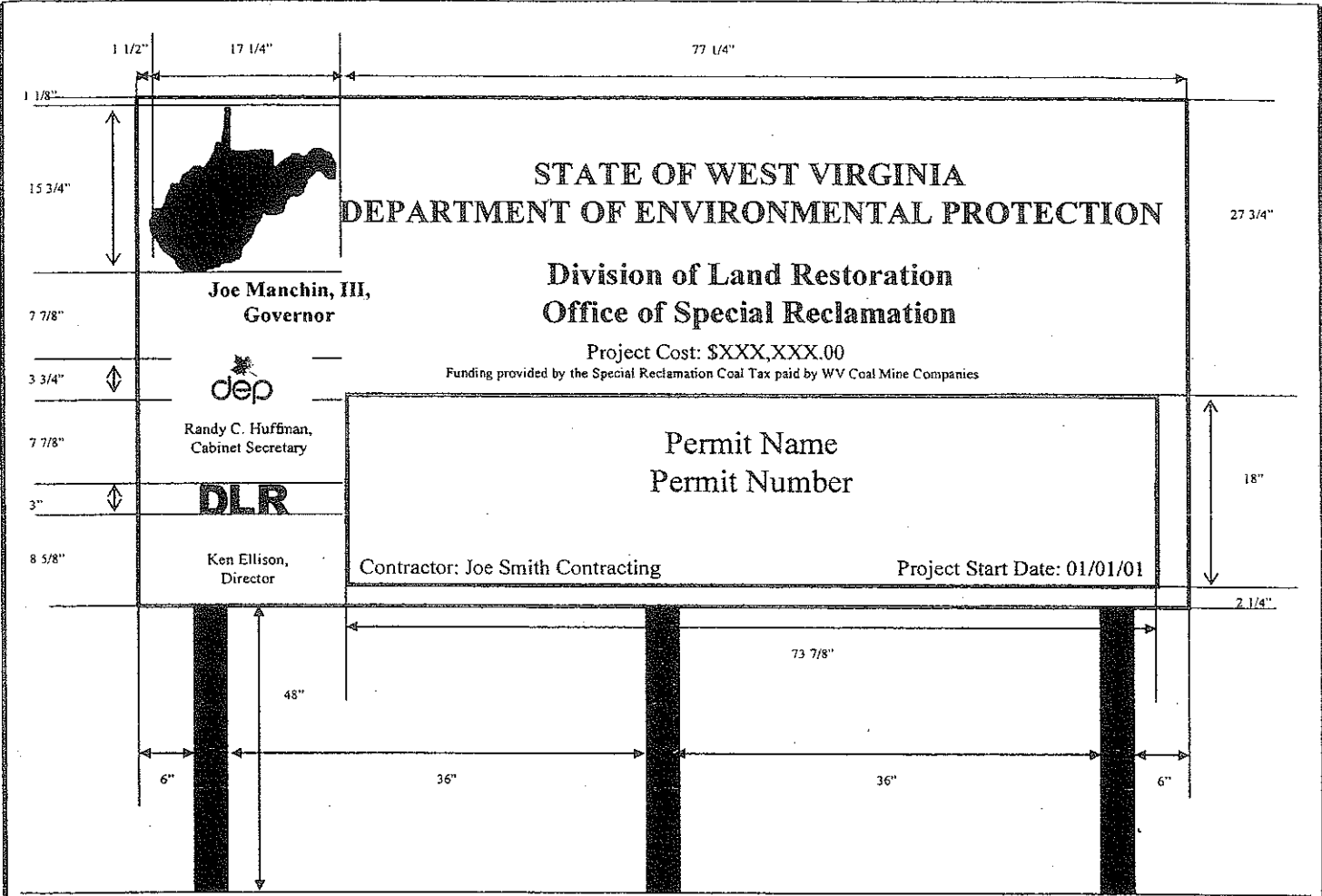
Project Start Date: 01/01/01

Contractor: Joe Smith Contracting

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

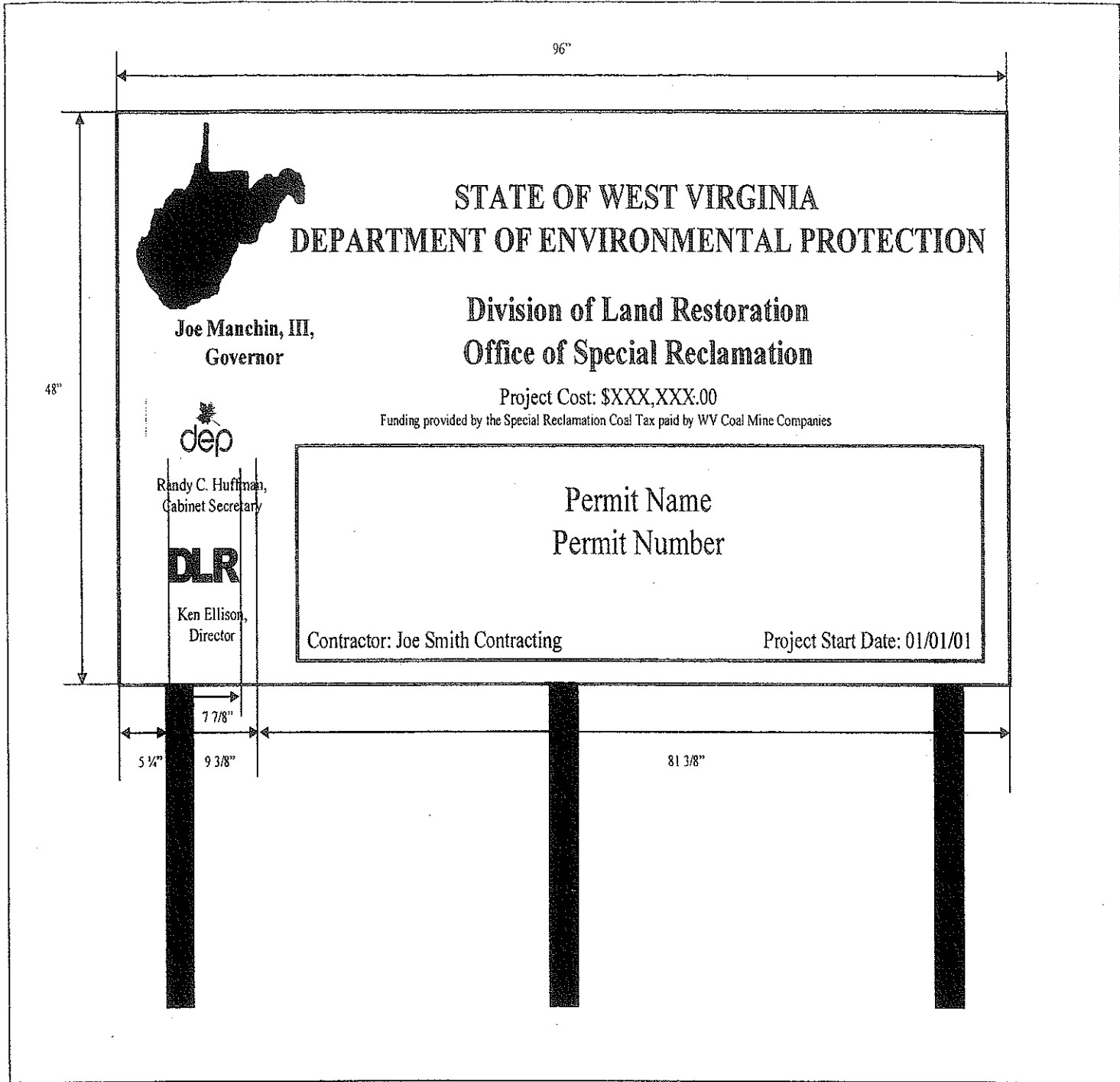
WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER	REQ. OR PO	48
CB-23	NO	DEP15176
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



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

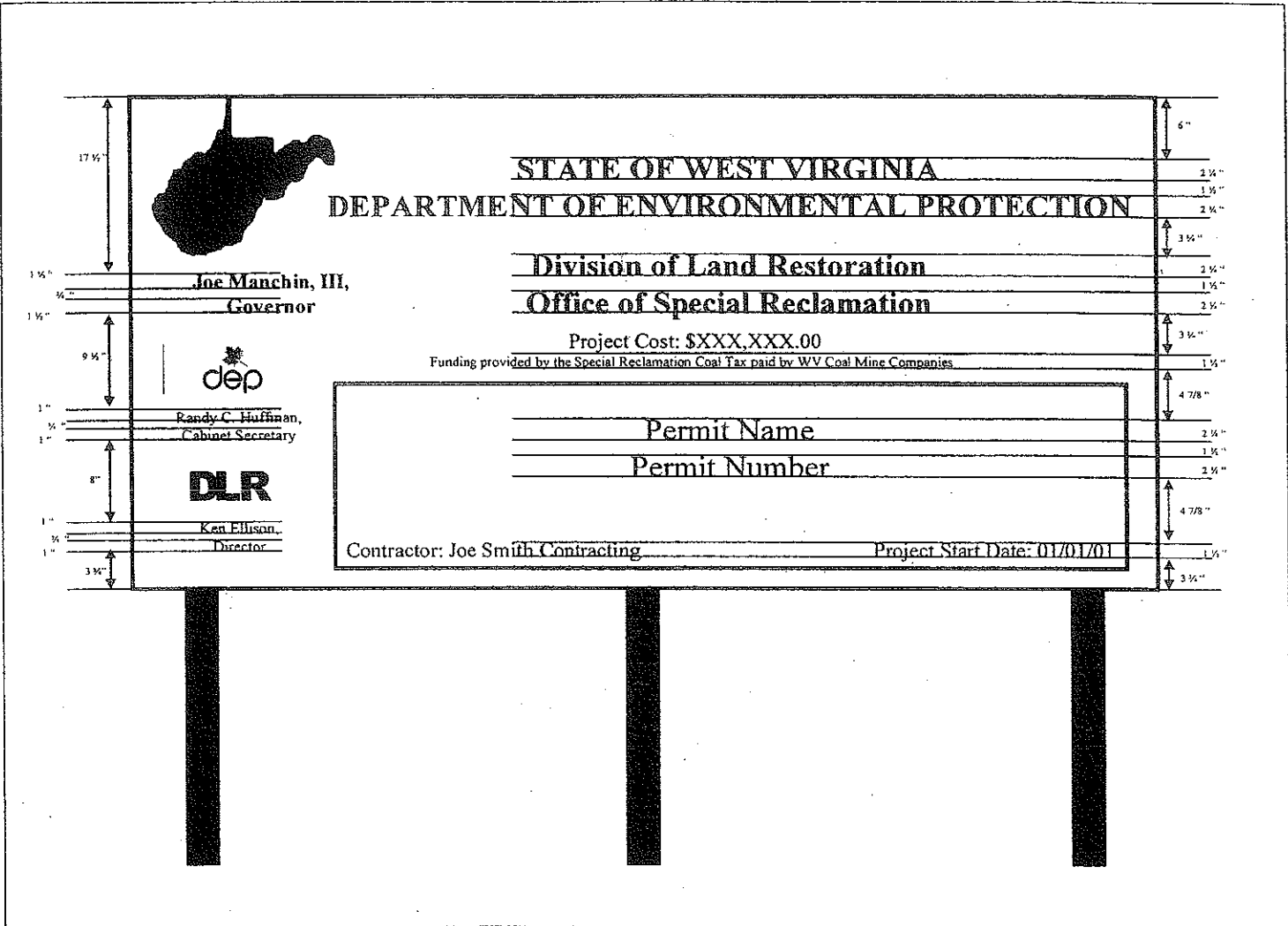
BUYER CB-23	REQ. OR PO NO DEP15176	49
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



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

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

BUYER CB-23	REQ. OR PO No DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



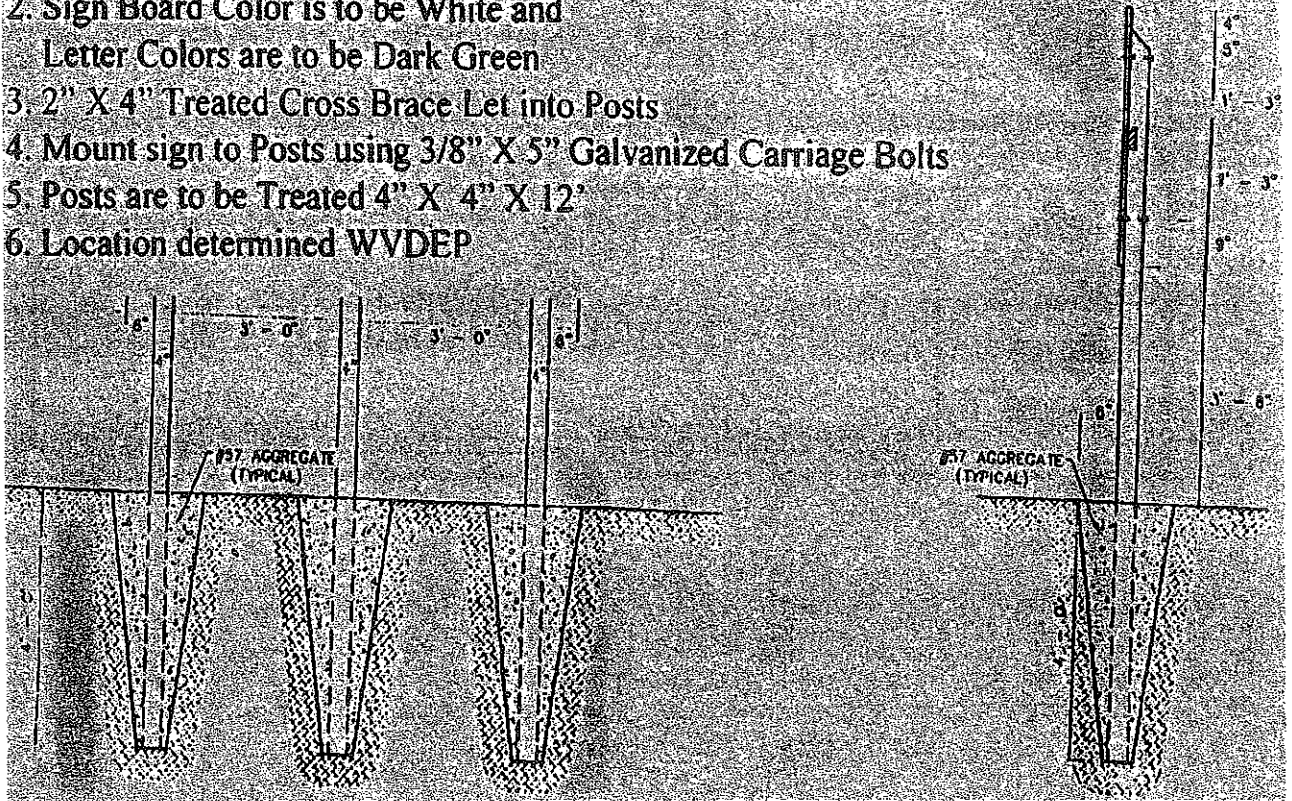
OFFICE OF SPECIAL RECLAMATION	
PROJECT CONSTRUCTION SIGN	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER	REQ. OR PO
CB-23	NO DEP15176
SPENDING UNIT	
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

Notes:

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



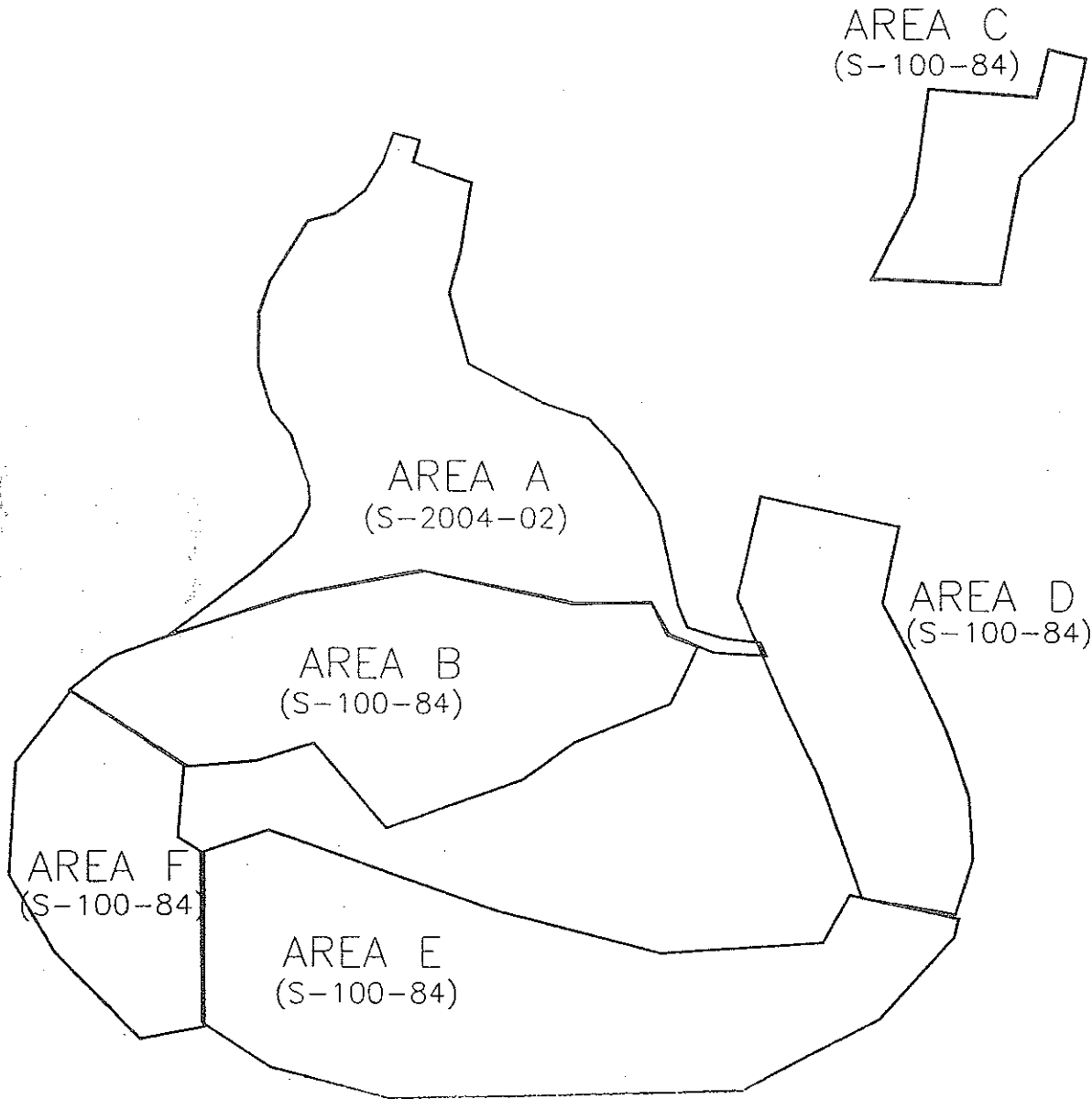
OFFICE OF SPECIAL RECLAMATION	
PROJECT SIGN	
SCALE:	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

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

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

PROJECT OVERVIEW



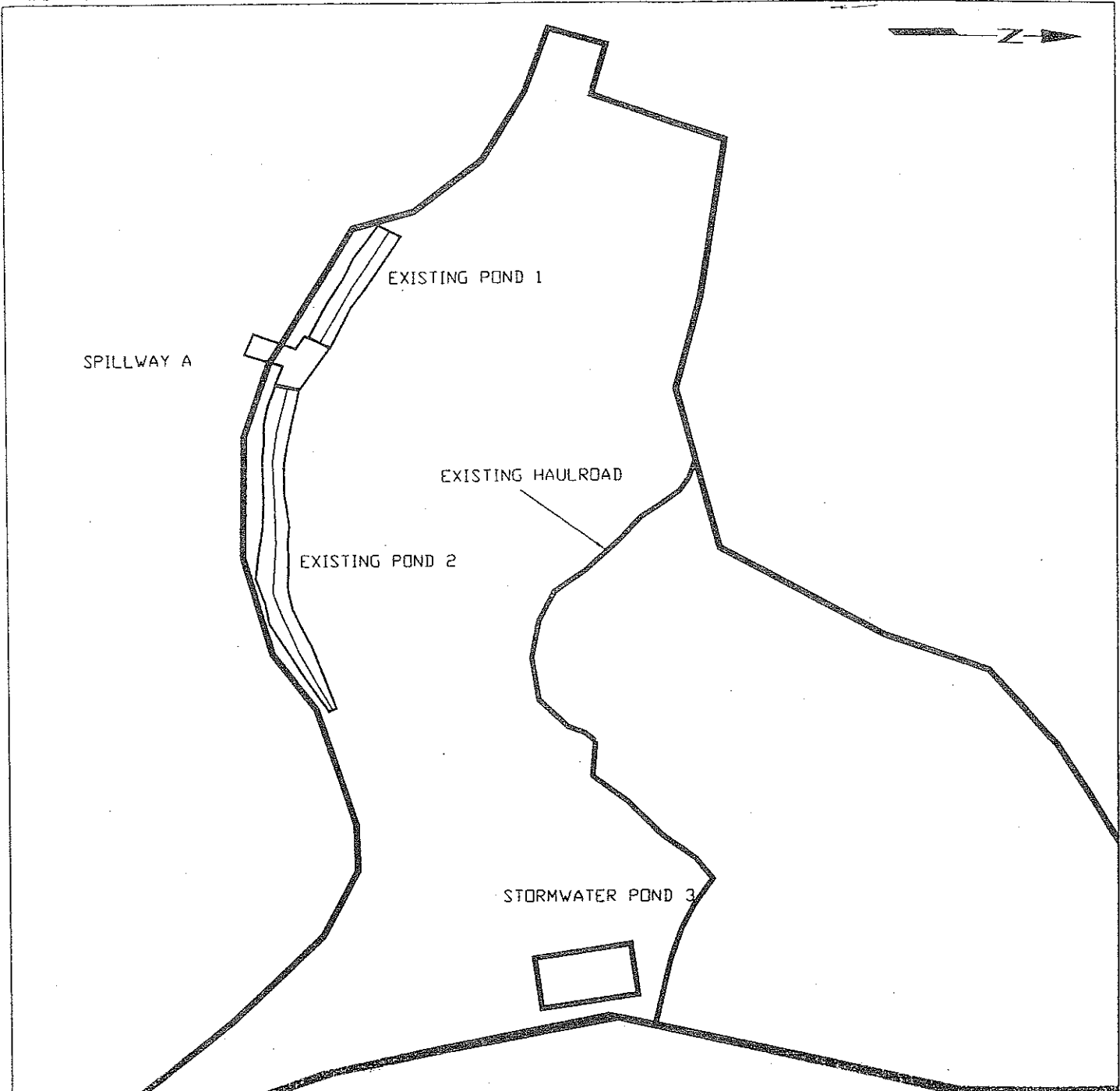
NOTE:
A LARGER SCALE SUPPLEMENTAL OVERVIEW MAP
WITH GOOGLE EARTH IMAGE BACKGROUND SHALL
BE PROVIDED TO ALL COMPANIES WITH A
REPRESENTATIVE PRESENT AT THE PRE-BID CONFERENCE.

SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No.'s S-2004-02 & S-100-84	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

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

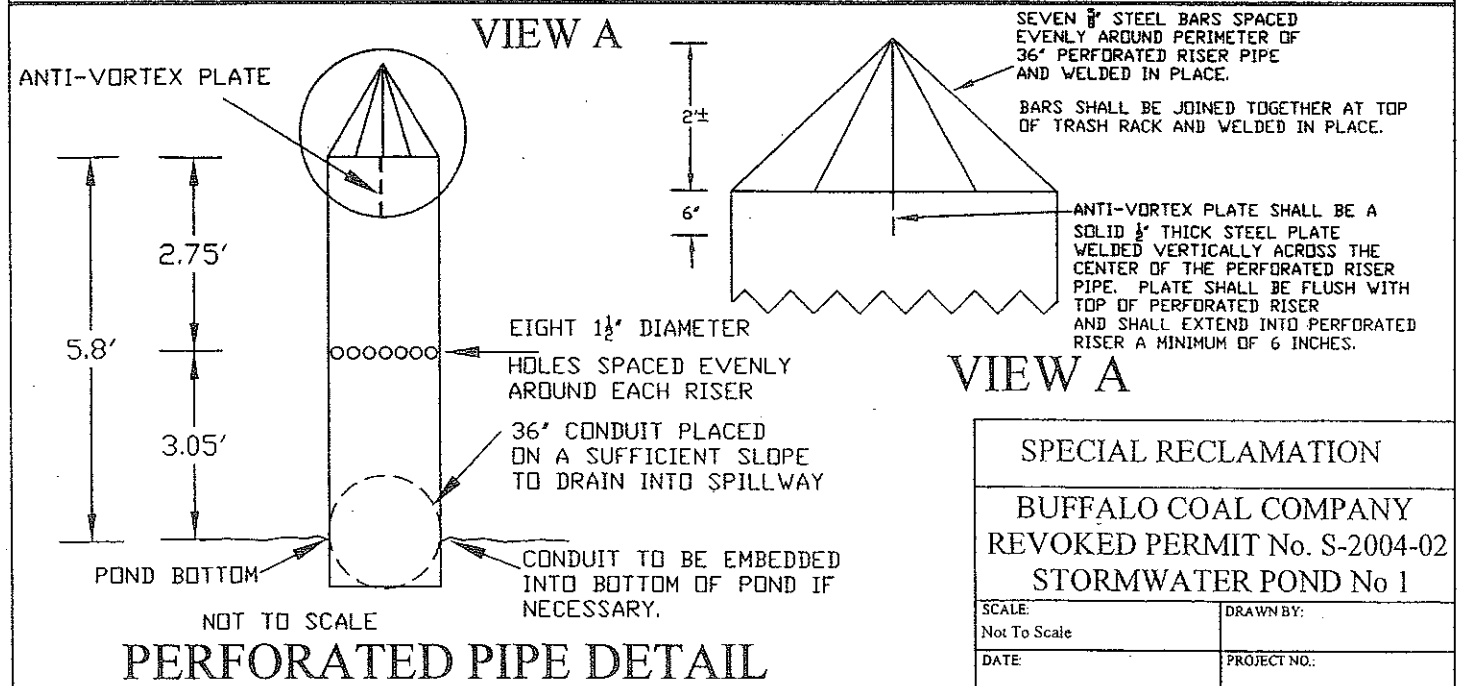
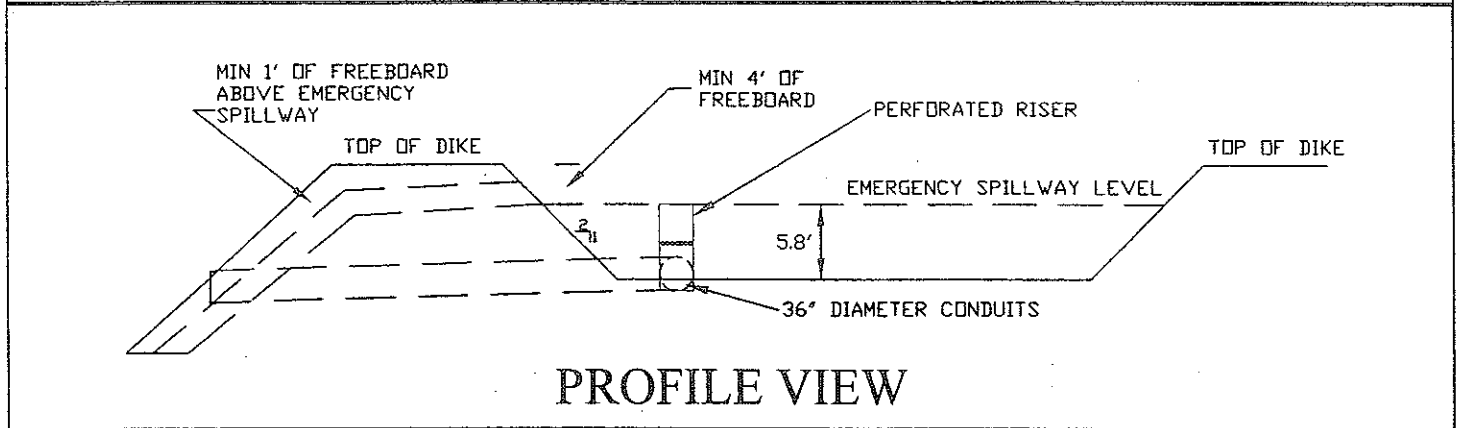
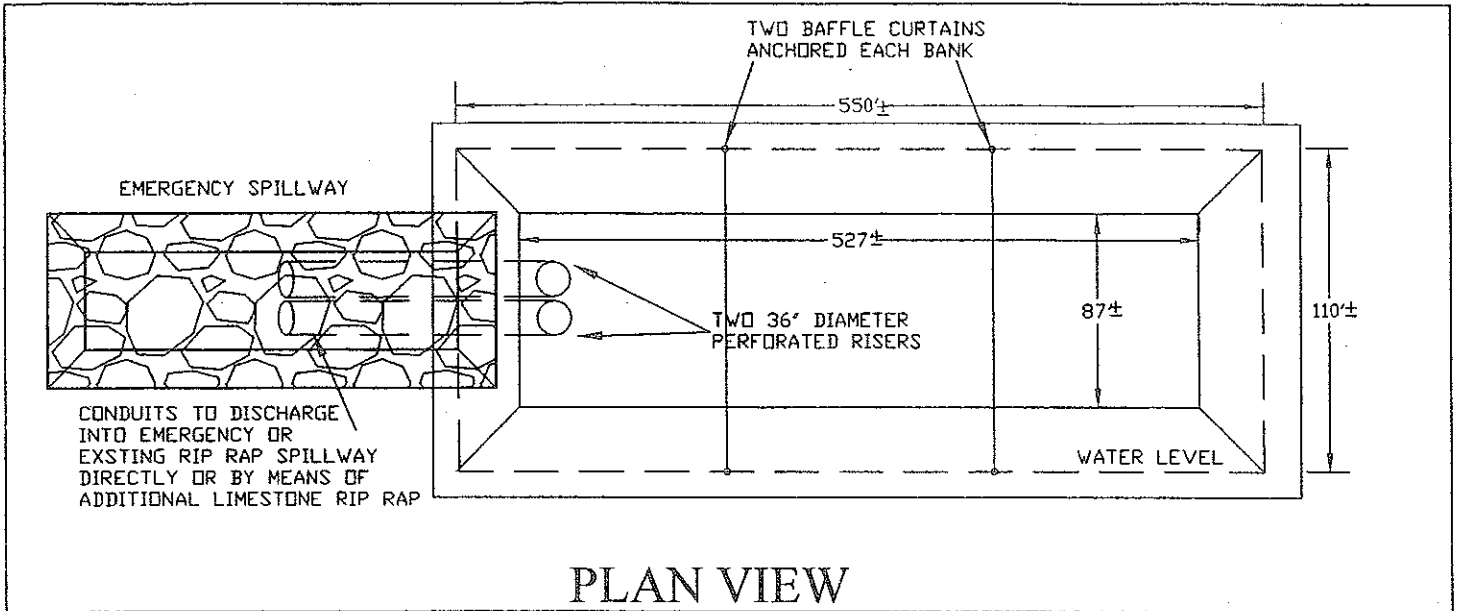
STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET



SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-2004-02 AREA A STORMWATER PERMIT SEDIMENT STRUCTURE DETAIL	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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

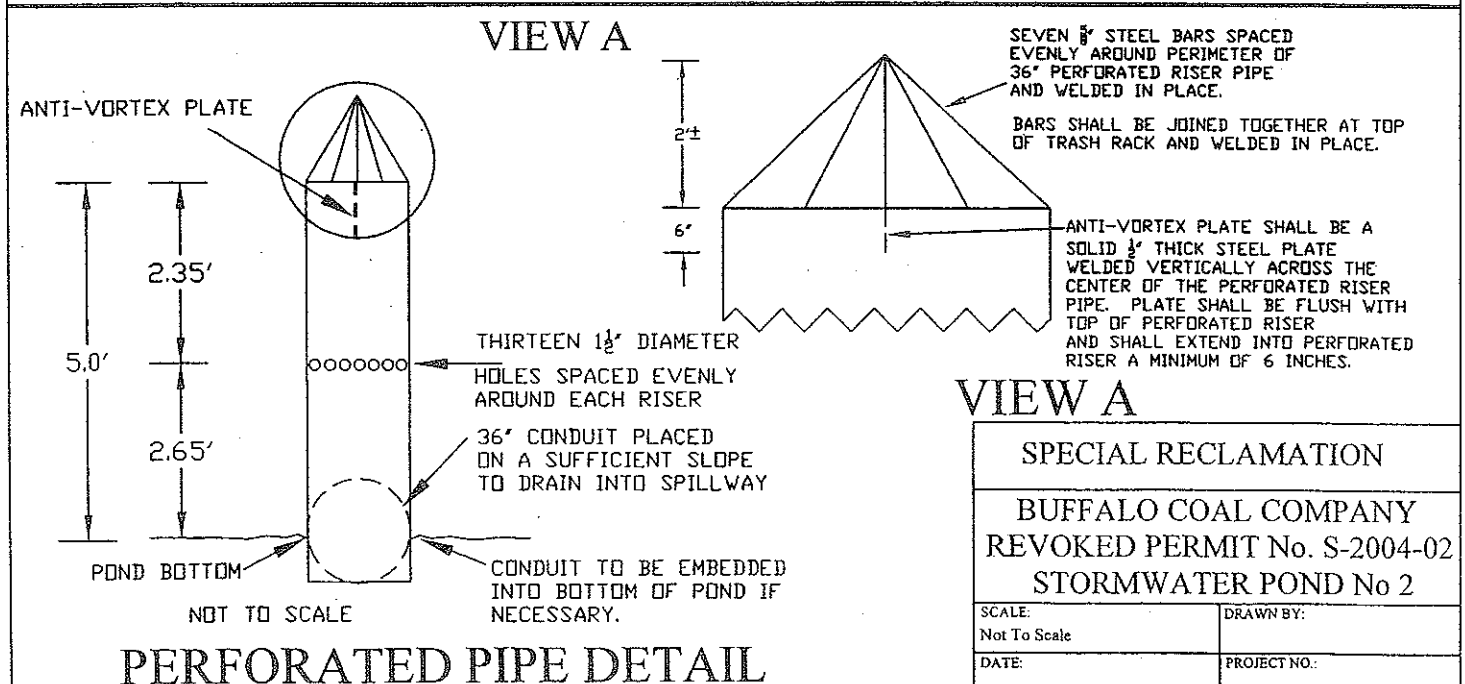
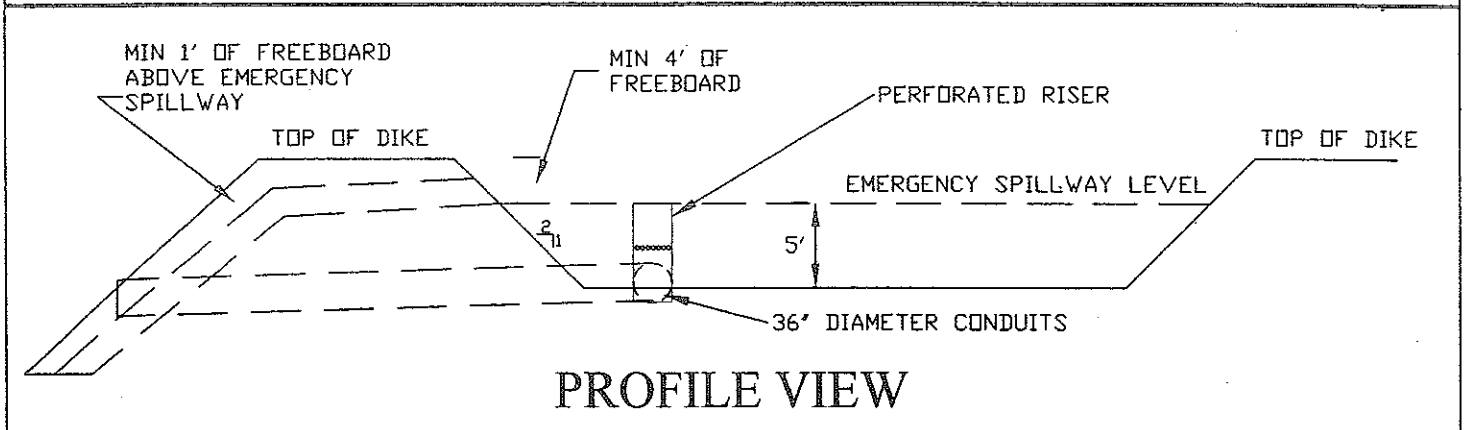
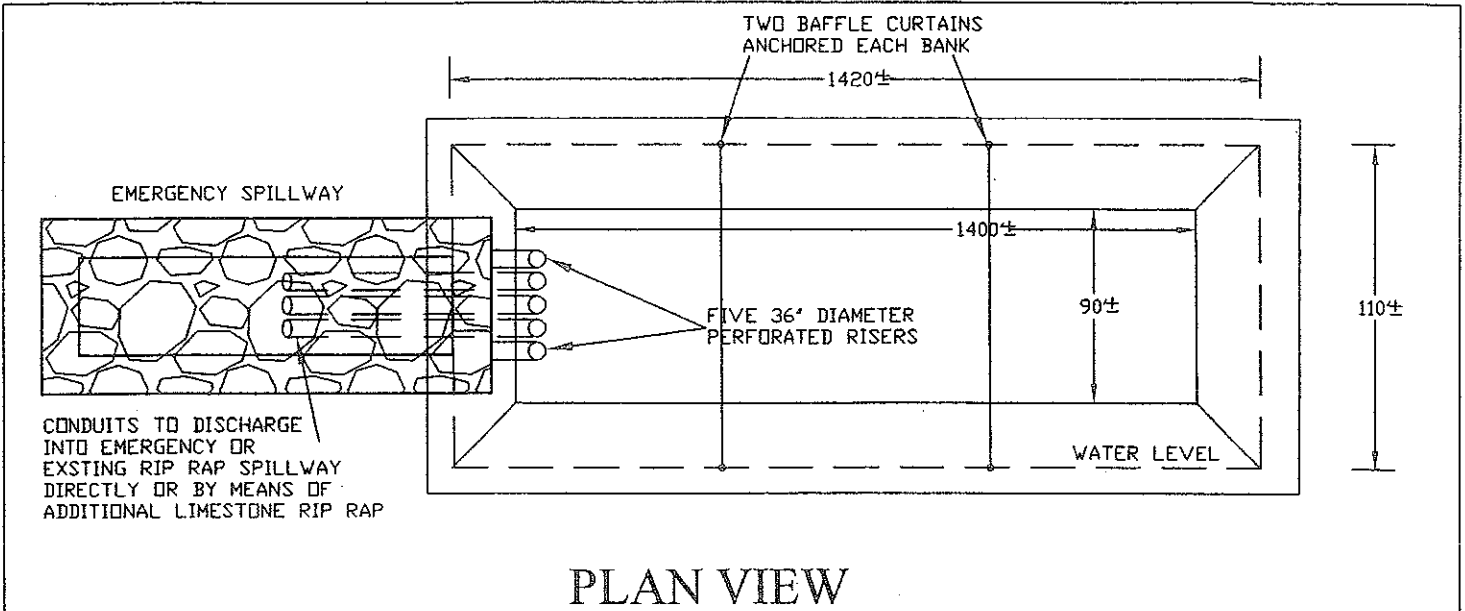
BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	



SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-2004-02 STORMWATER POND No 1	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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

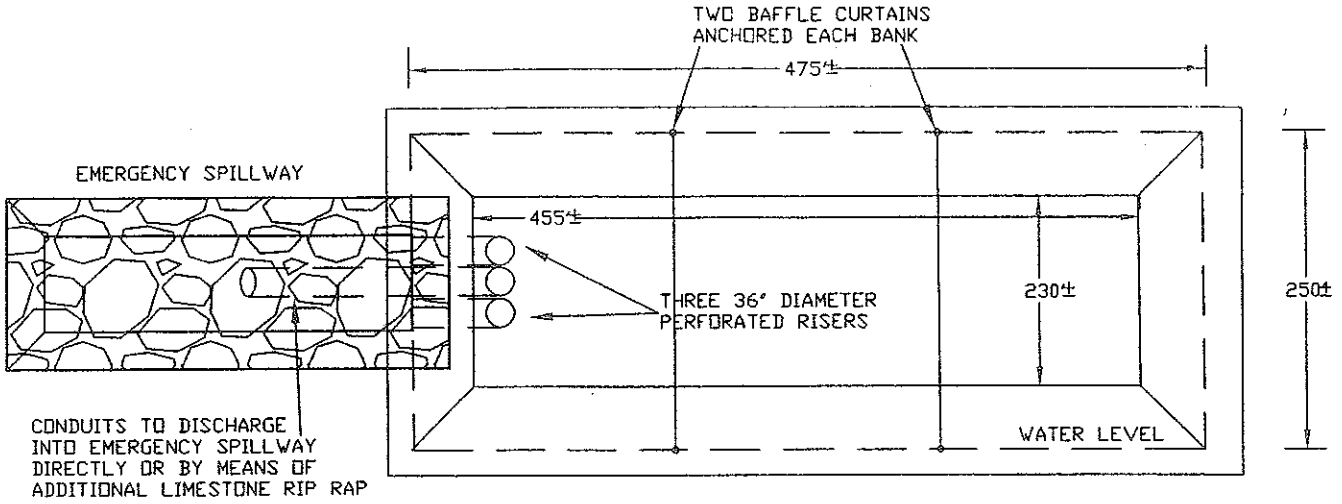
BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	



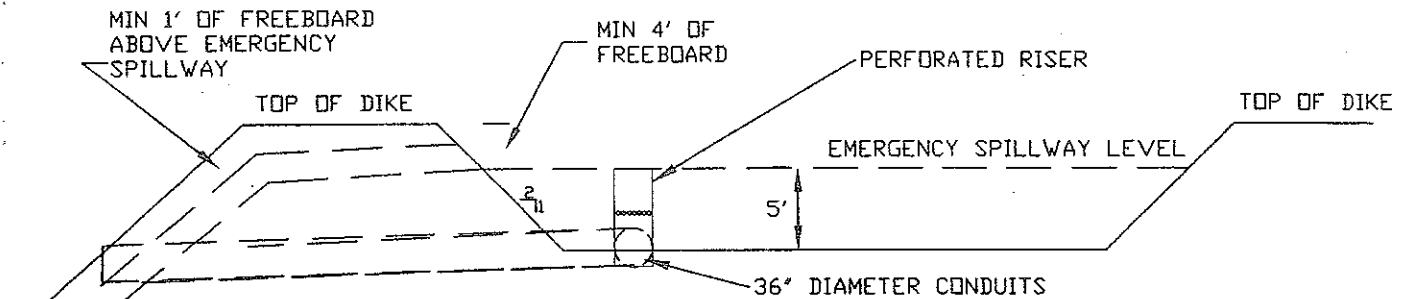
VIEW A	
SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-2004-02 STORMWATER POND No 2	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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

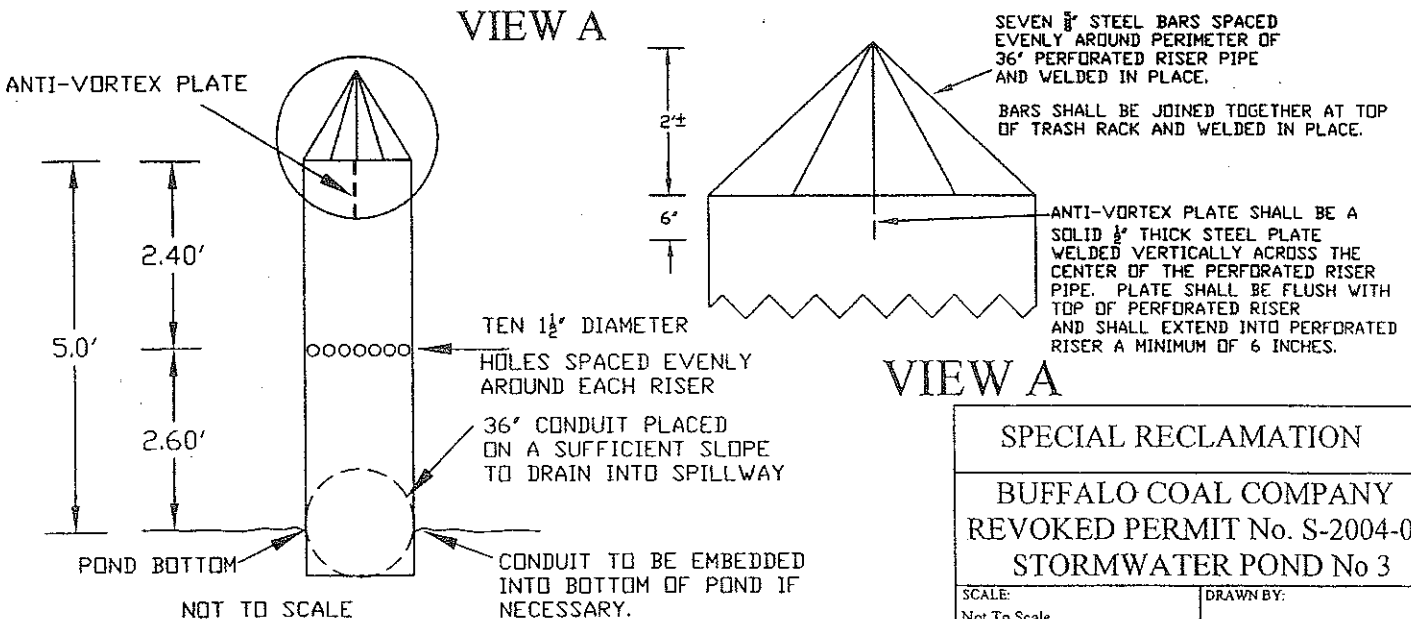
BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	



PLAN VIEW



PROFILE VIEW

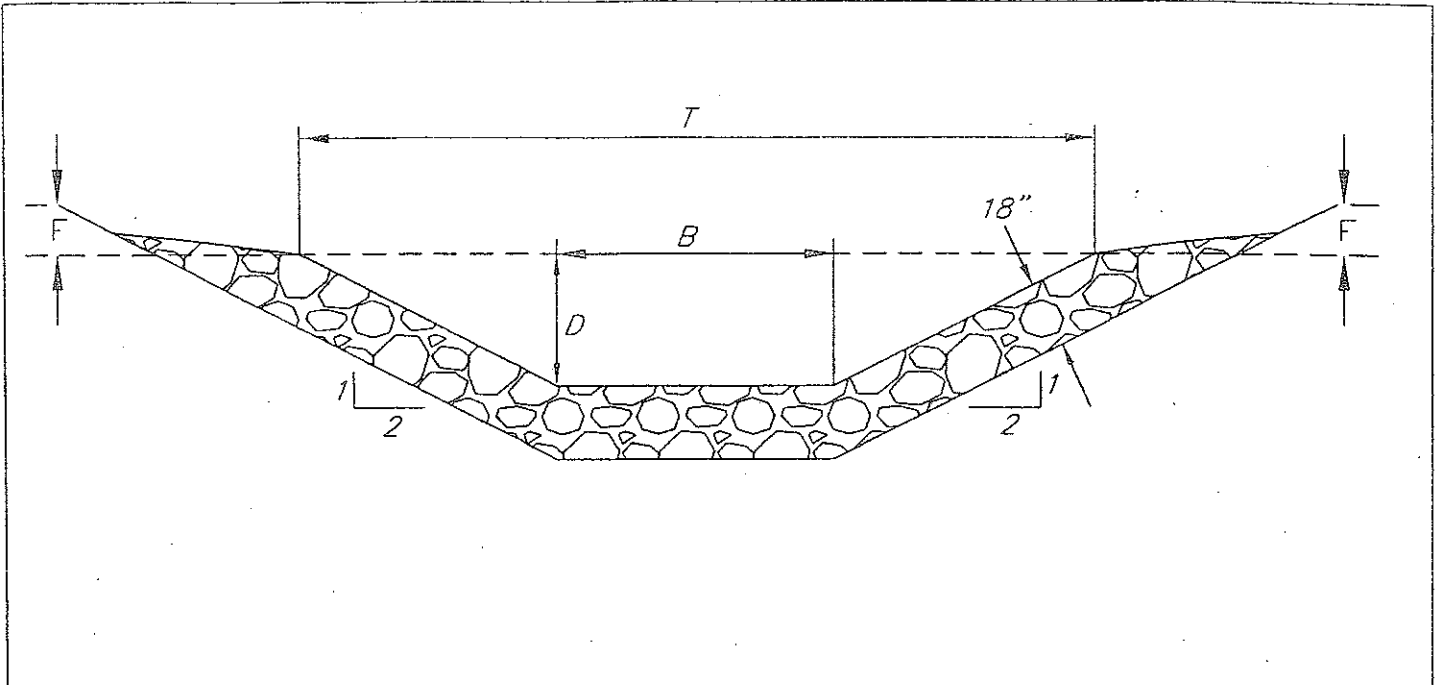


PERFORATED PIPE DETAIL

SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-2004-02 STORMWATER POND No 3	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

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



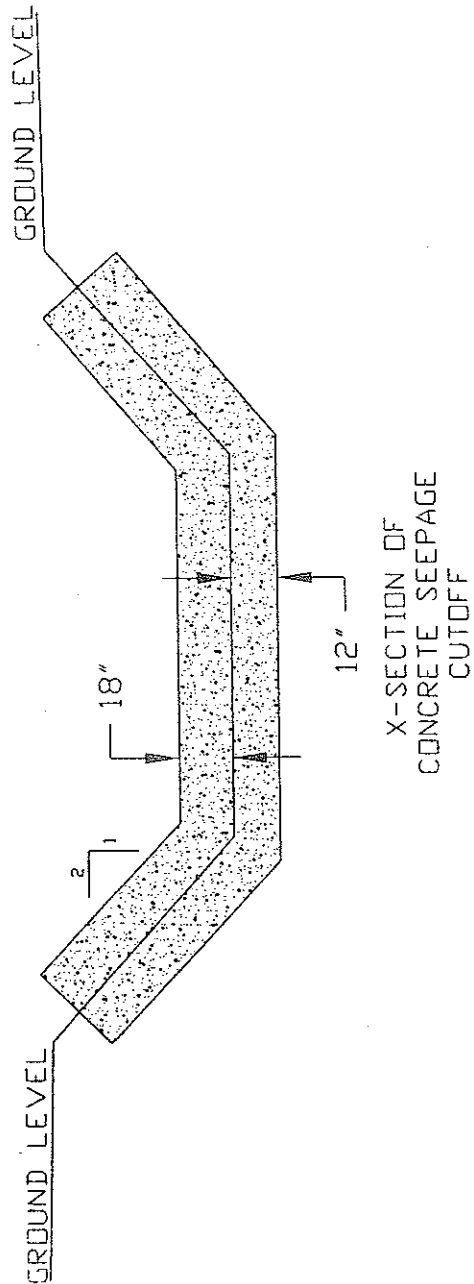
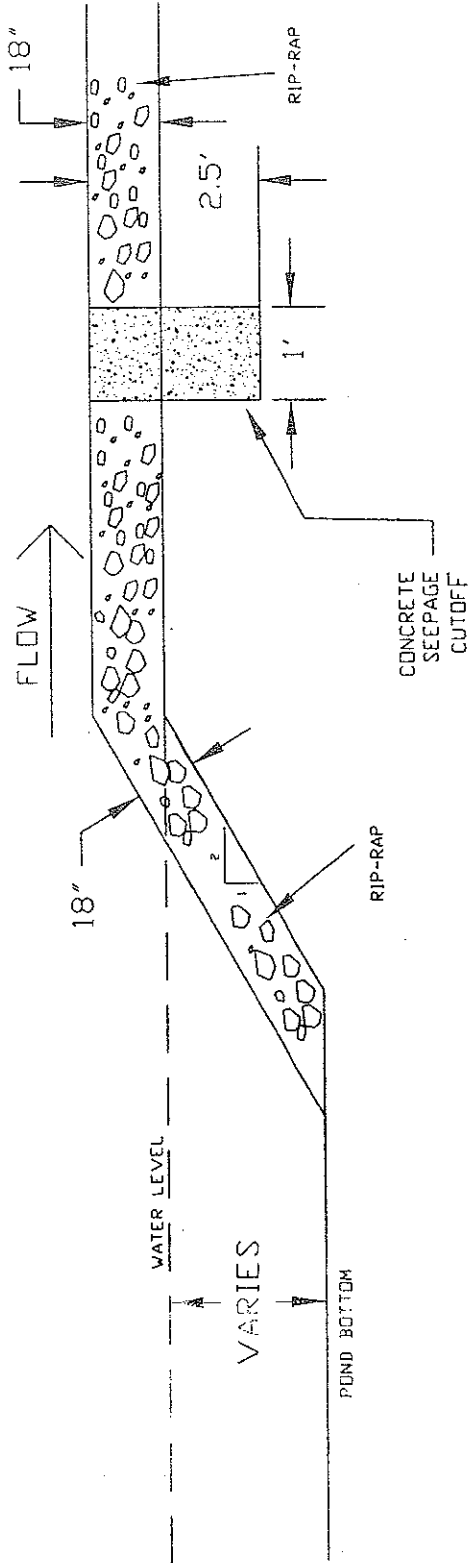
	DEPTH (ft)	BOTTOM WIDTH (ft)	TOP WIDTH (ft)	FREE BOARD (ft)	LINING
EMERGENCY SPILLWAY STORMWATER POND 1 & 3	D	B	T	F	
	3.0	6	18	1	LIMESTONE RIP-RAP
EMERGENCY SPILLWAY STORMWATER POND 2	3.0	12	24	1	LIMESTONE RIP-RAP

SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-2004-02 STORMWATER PERMIT	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

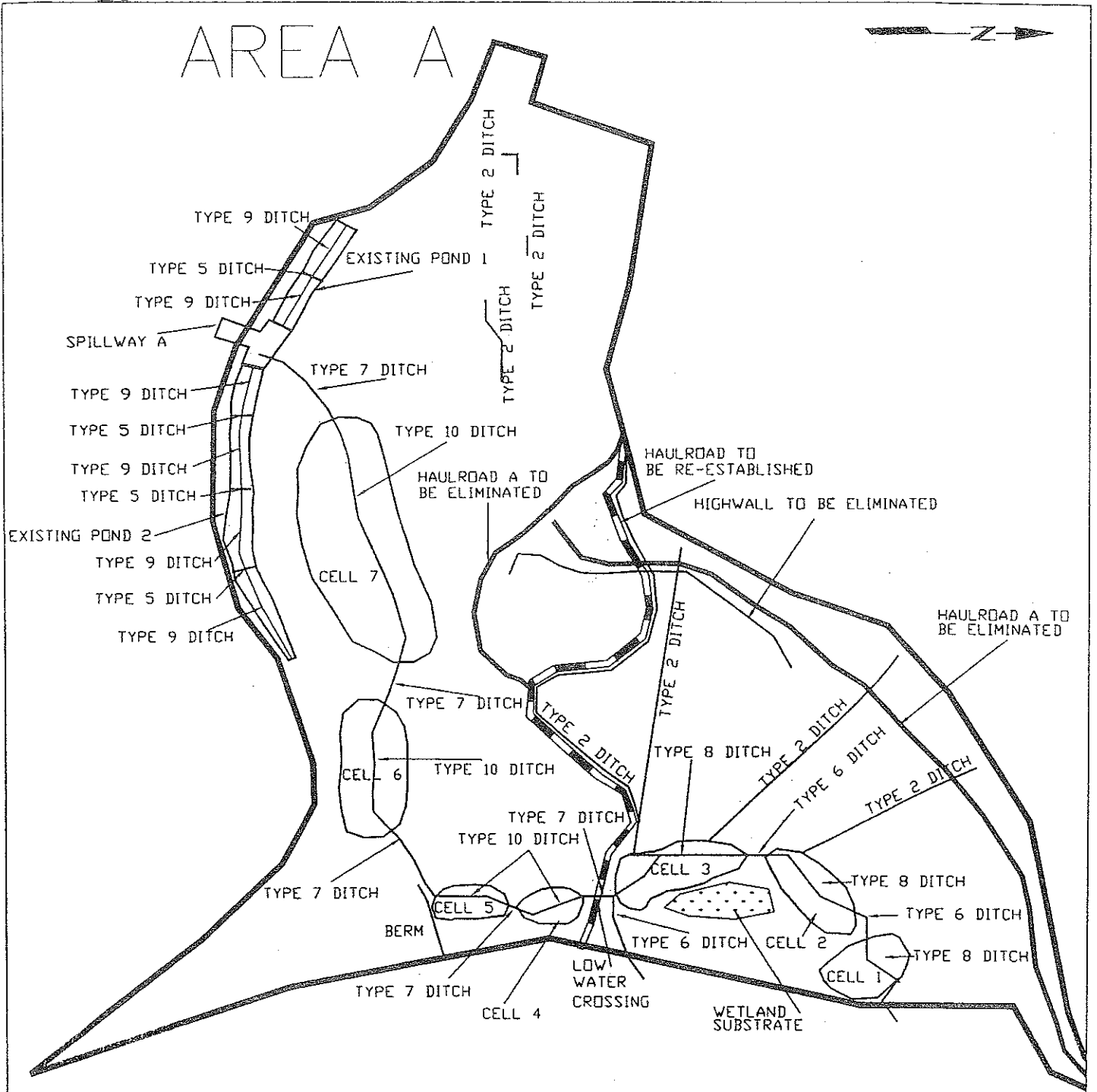


SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-2004-02 STORMWATER PONDS CONCRETE CUTOFF TRENCH	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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

STATE OF WEST VIRGINIA
 PURCHASING CONTINUATION SHEET

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

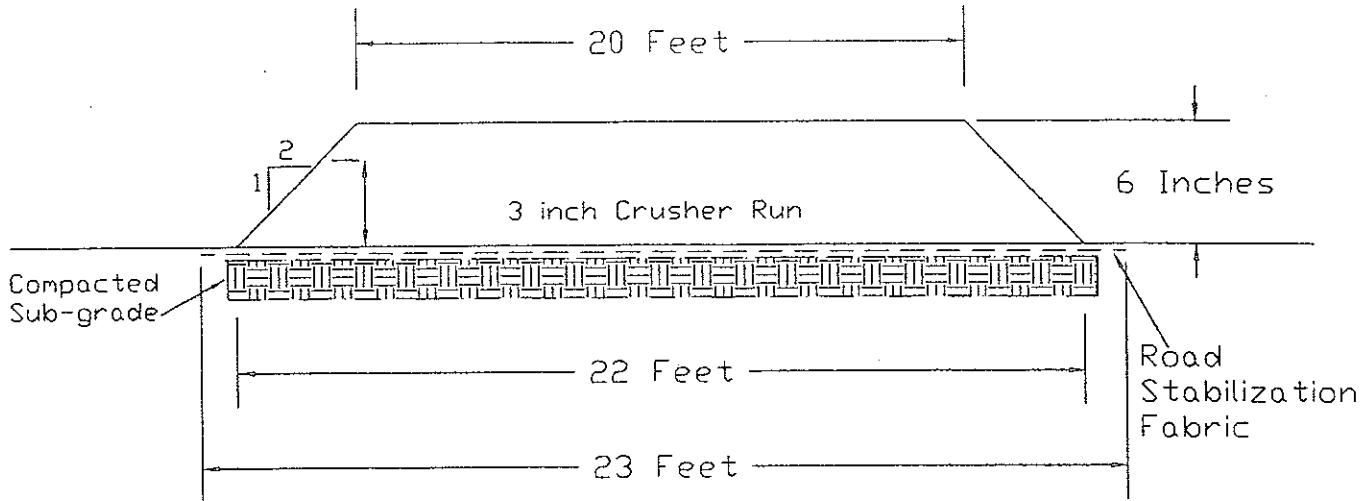


ENTIRE AREA TO BE REVEGETATED

SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-2004-02 AREA A SITE PLAN MAP	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

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



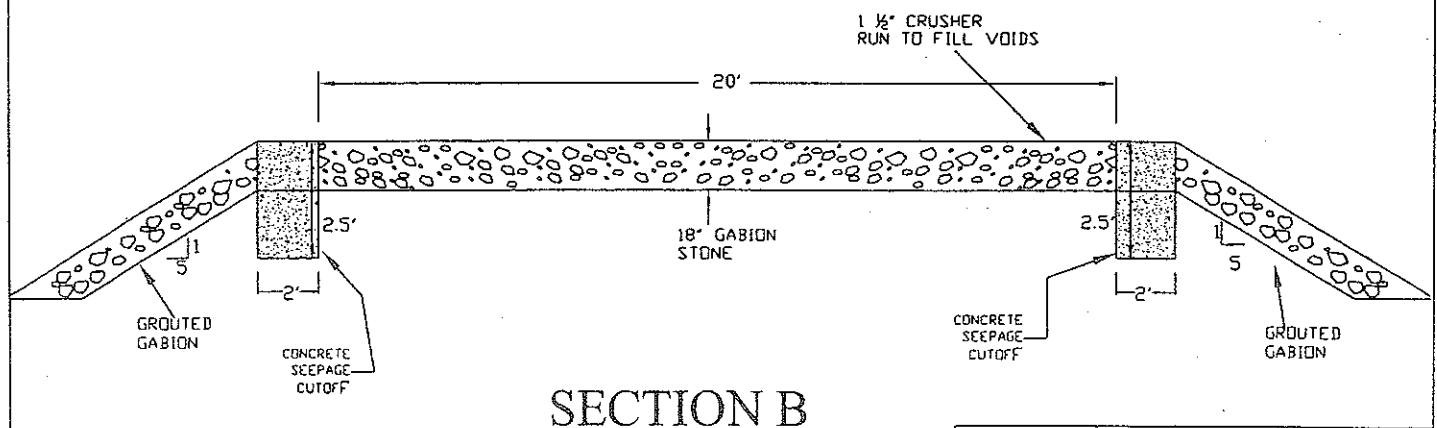
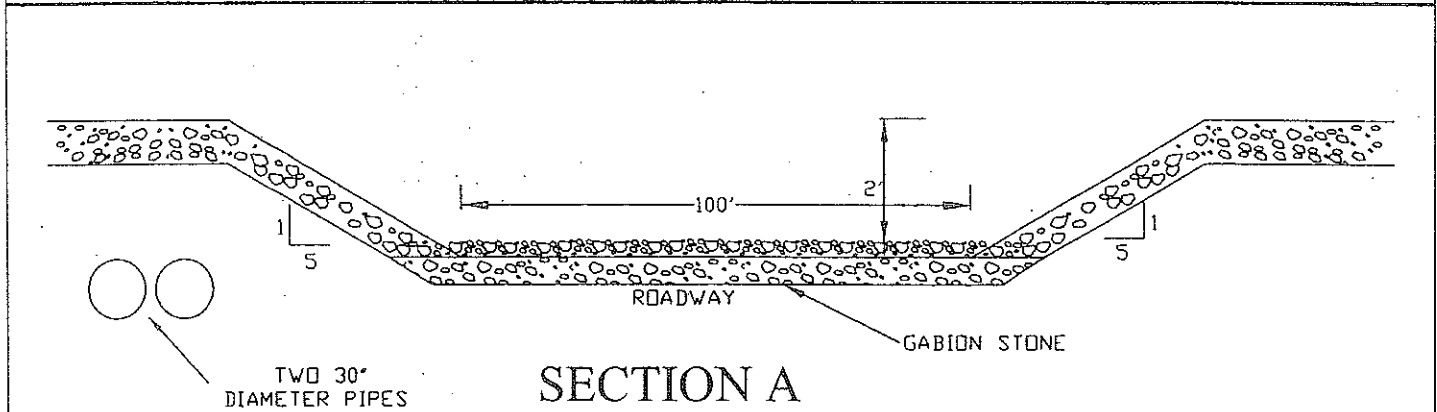
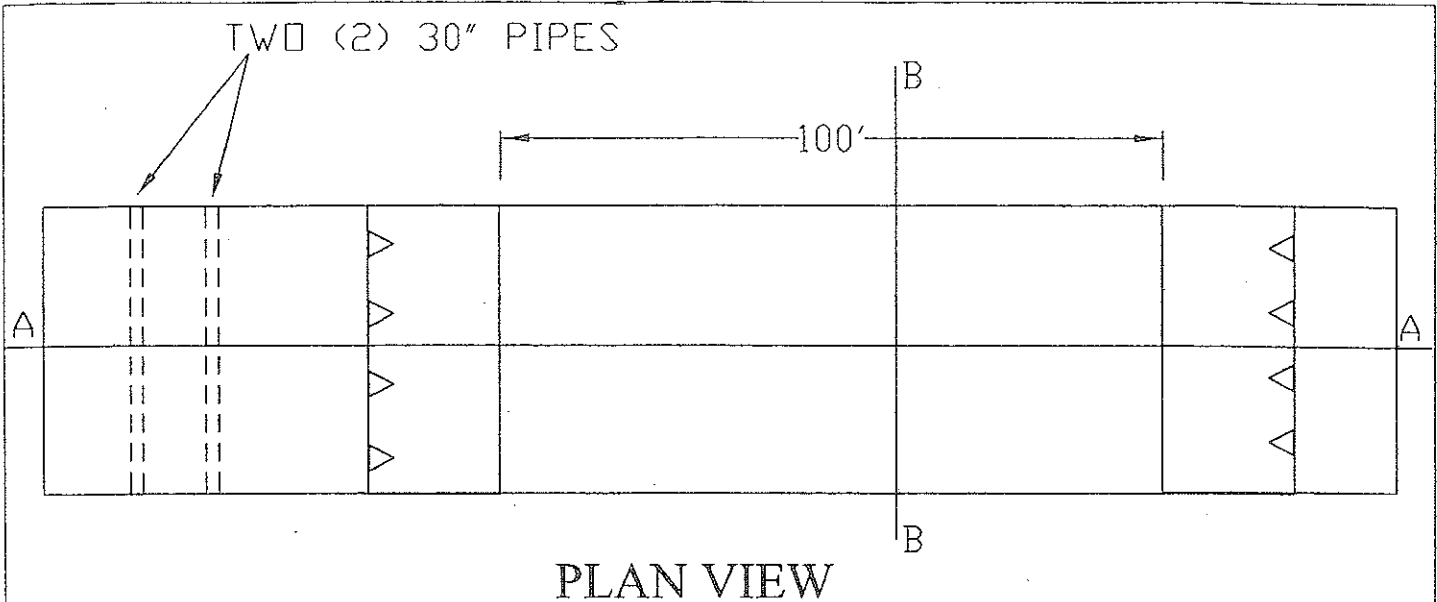
1. COMPACTED SUBGRADE AND STONE SHALL BE SLOPED TOWARD TYPE 2 DITCH THAT IS TO BE CONSTRUCTED
2. THE ROAD SURFACES INDICATED SHALL BE THREE (3) INCH CRUSHER RUN LIMESTONE SIX (6) INCHES DEEP.
3. ROAD RUNNING SURFACE WIDTH IS TO BE TWENTY (20) FEET.
4. THE THREE (3) INCH CRUSHER RUN LIMESTONE GRADATION IS TO BE AN EVEN BLEND OF ALL PARTICLE SIZES.
5. THE ROAD STABILIZATION FABRIC IS TO BE OF THE WOVEN TYPE.
6. THE SUBGRADE BASE AND THE THREE (3) INCH CRUSHER RUN LIMESTONE ARE TO BE COMPACTED TO NINETY-FIVE PERCENT (95%) STANDARD PROCTOR WITH SMOOTH DRUM VIBRATORY ROLLER.

SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-2004-02 RE-ESTABLISH ACCESS ROAD	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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

STATE OF WEST VIRGINIA
 PURCHASING CONTINUATION SHEET

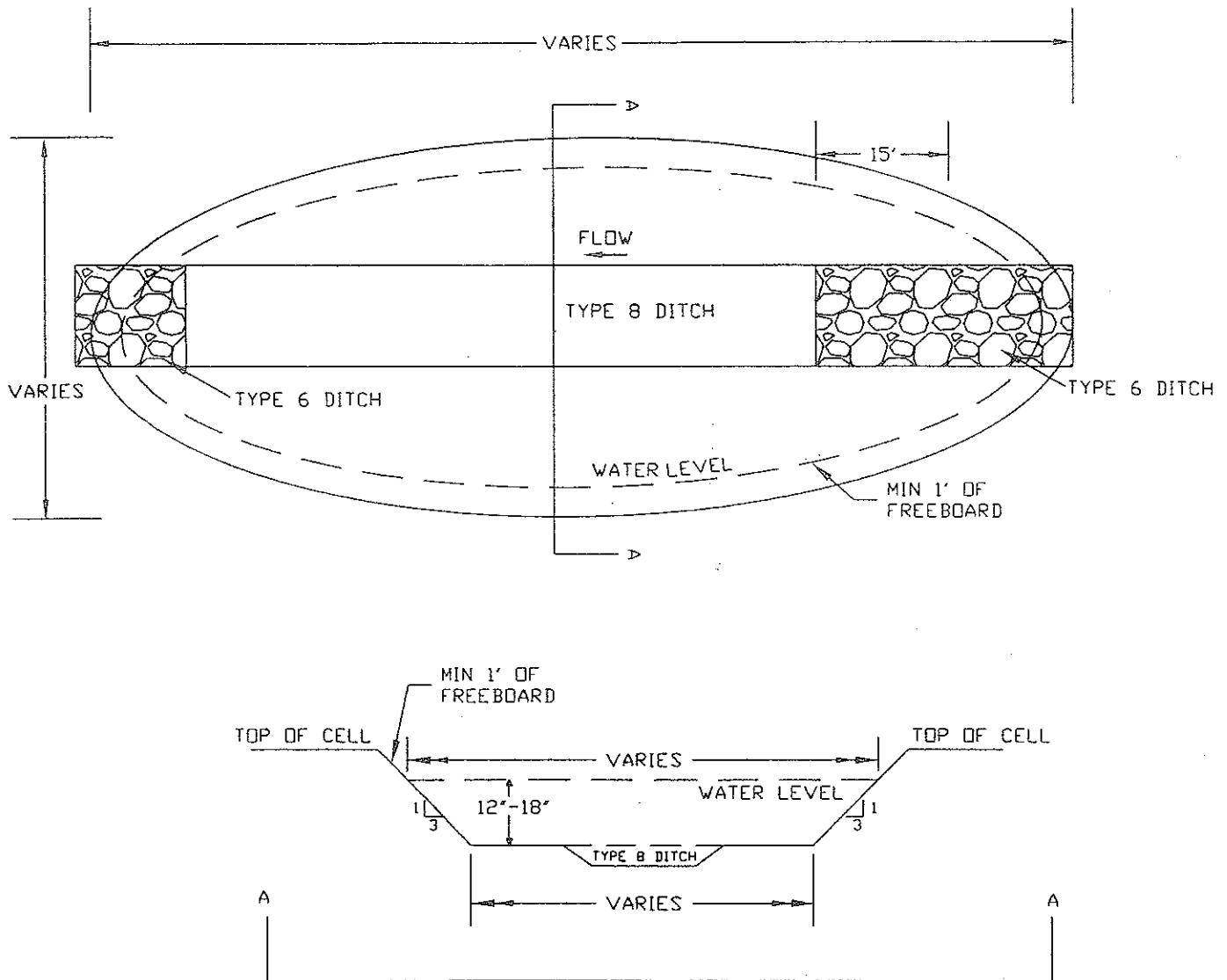
BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	



SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-2004-02 RE-ESTABLISHED ACCESS ROAD LOW WATER CROSSING	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION SPECIAL RECLAMATION	

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

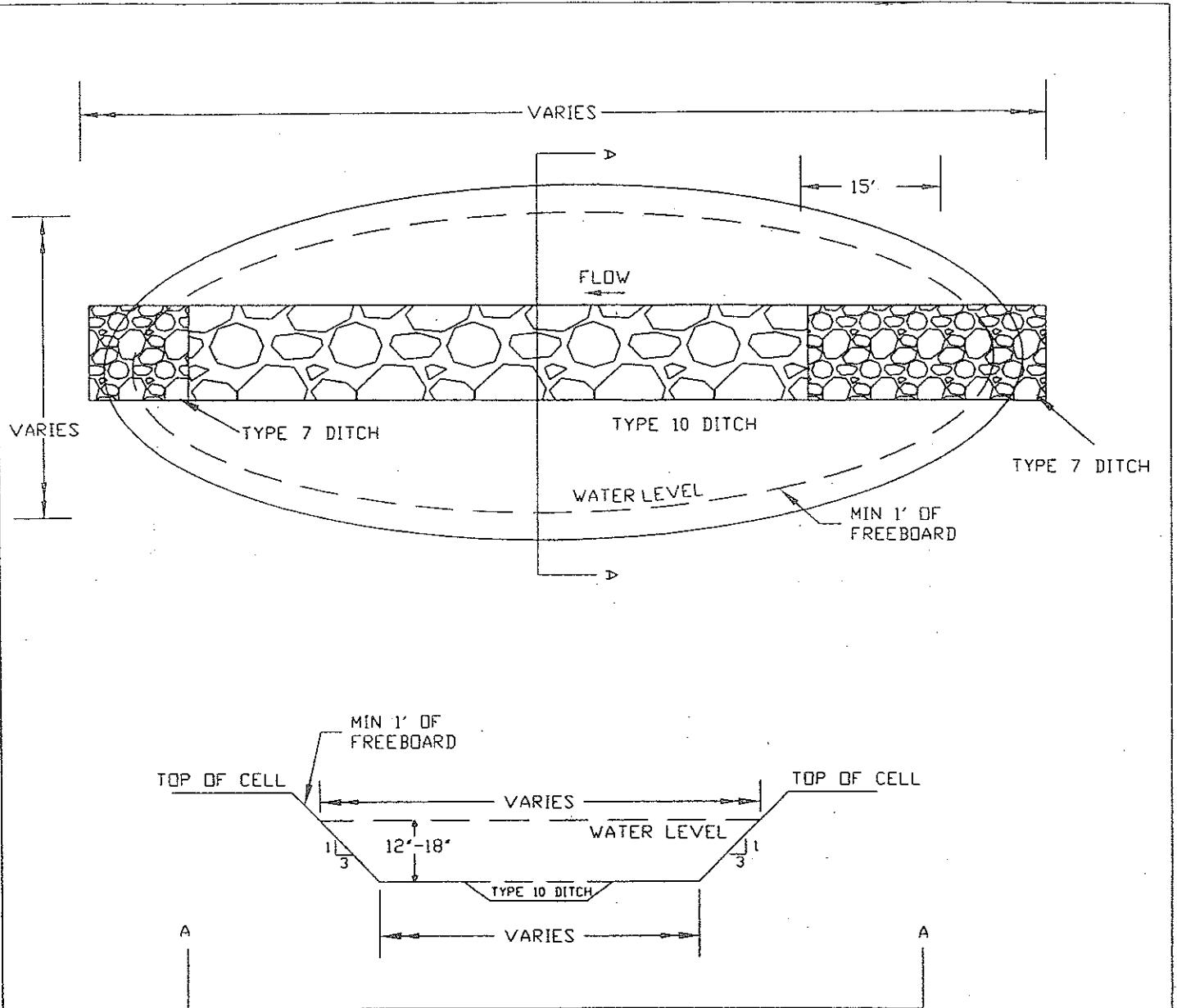


NOTE:
 BEGINNING AT THE INSIDE TOE OF THE UPSTREAM SIDE OF CELL, TYPE 6 DITCH SHALL BE EXTENDED 15' INTO CELL. IN THIS AREA, TYPE 6 DITCH SHALL CONTINUE AS GROUTED RIP-RAP AND TRANSITION FROM TYPE 6 DITCH CROSS-SECTION INTO TYPE 8 DITCH CROSS-SECTION. FLOWLINE OF TRANSITION AREA SHALL BE THE SAME AS THAT OF THE TYPE 8 DITCH.

SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-2004-02 WETLAND CELLS 1-3 TYPICAL	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

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



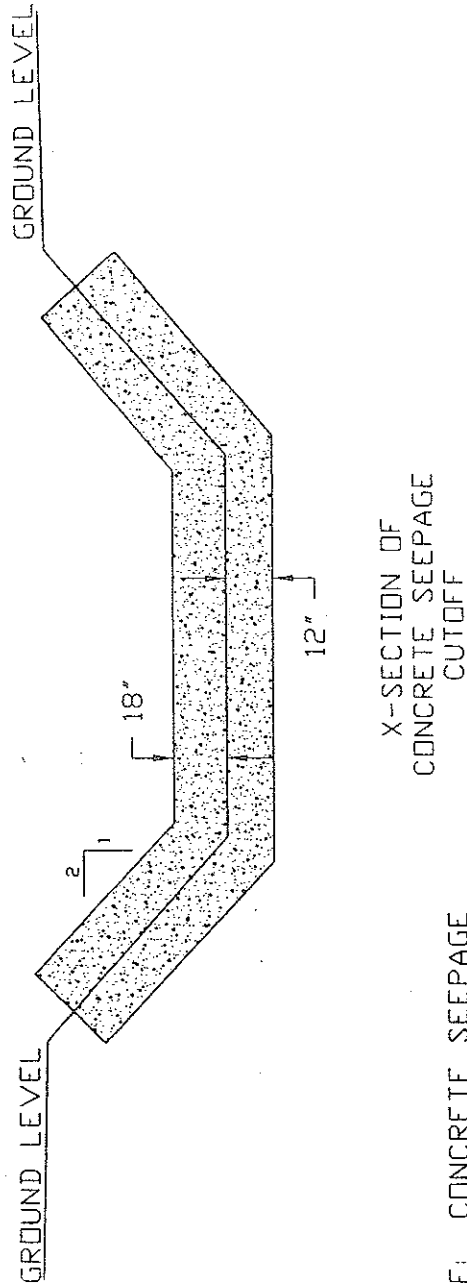
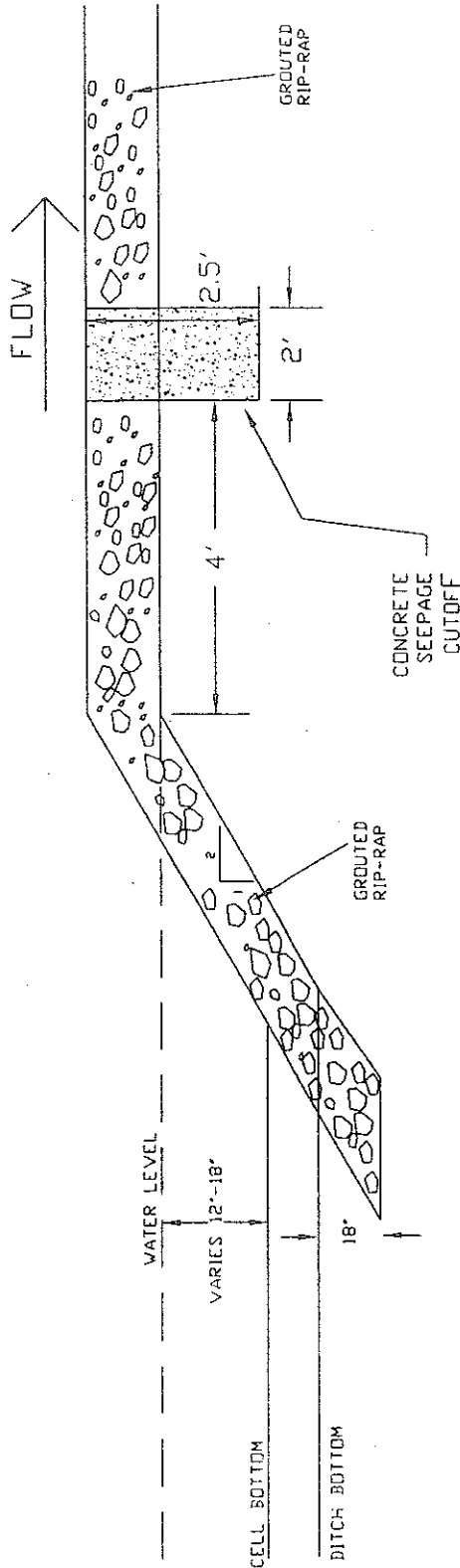
NOTE:
 TYPE 10 DITCH TO BE GROUTED BEGINING AT
 INSIDE TOE OF UPSTREAM SIDE OF CELL
 EXTENDING 15' INTO CELL

SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-2004-02 WETLAND CELLS 4-7 TYPICAL	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION SPECIAL RECLAMATION	

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

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET



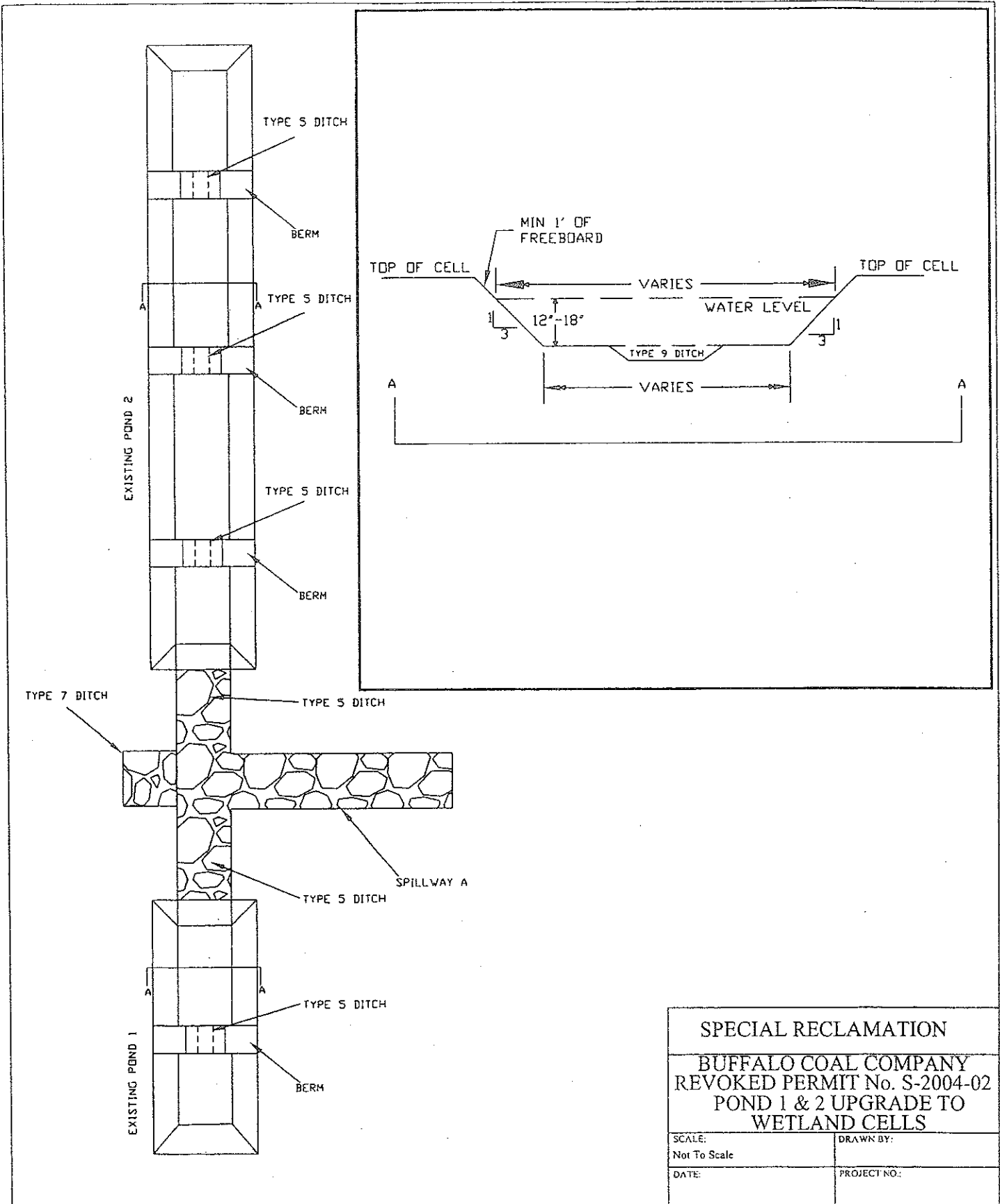
NOTE: CONCRETE SEEPAGE CUTOFF TO BE INTRICATELY POURED WITH GROUTED RIP-RAP SPILLWAY

SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No S-2004-02 WETLAND CELL CONCRETE SEEPAGE CUTOFF TYPICAL	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

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

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET



SPECIAL RECLAMATION	
BUFFALO COAL COMPANY	
REVOKED PERMIT No. S-2004-02	
POND 1 & 2 UPGRADE TO	
WETLAND CELLS	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION SPECIAL RECLAMATION	

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

AREA B



DRAIN EXISTING
 IMPOUNDMENT TO
 SHEET FLOW

CULVERT #1

TYPE 4 DITCH

CULVERT #2

TYPE 3 DITCH

TYPE 3 DITCH

TYPE 3 DITCH

TYPE 2 DITCH

TYPE 1 DITCH

TYPE 1 DITCH

TYPE 2 DITCH

TYPE 1 DITCH

TYPE 3 DITCH

TYPE 4 DITCH

TYPE 3 DITCH

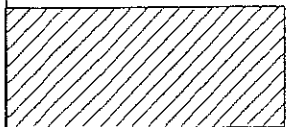
TYPE 3 DITCH

TYPE 4 DITCH

DIVERSION DITCH
 TO BE REPAIRED

TYPE 1 DITCH

TYPE 1 DITCH



AREA TO BE REVEGETATED

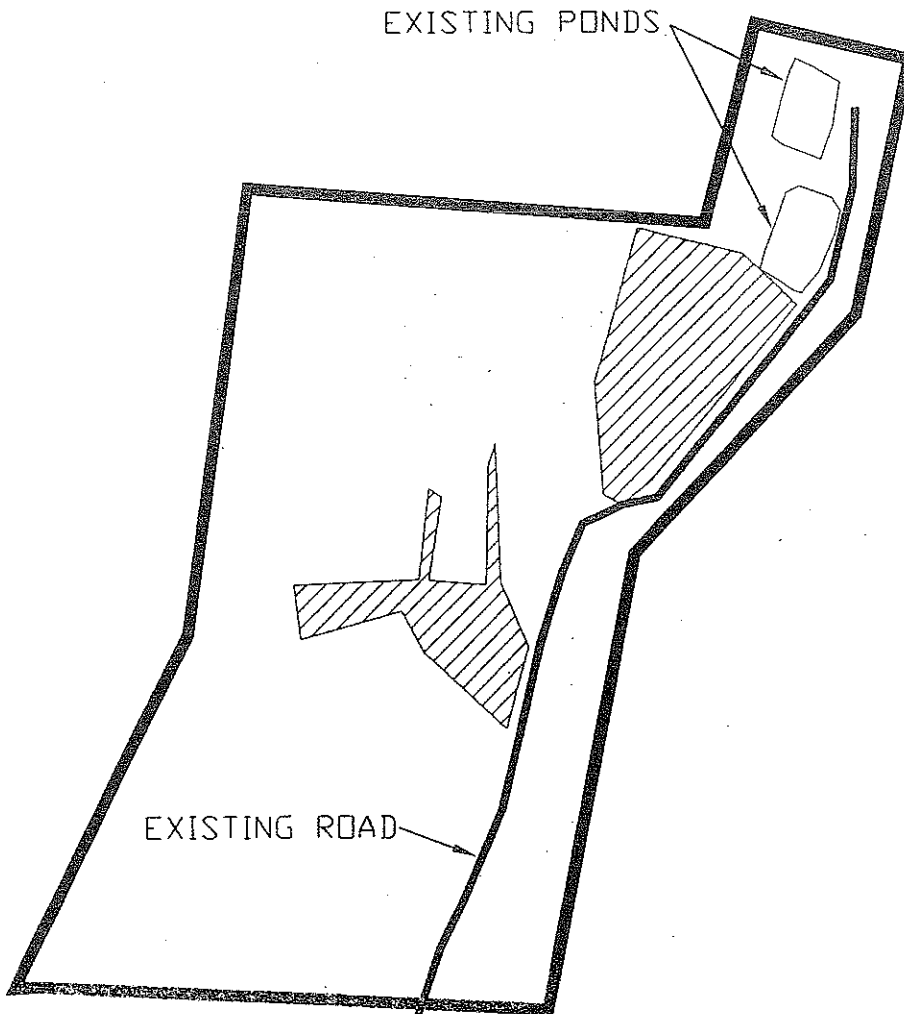
SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-100-84 AREA B SITE PLAN MAP	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

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

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

AREA C



SPECIAL RECLAMATION

BUFFALO COAL COMPANY
REVOKED PERMIT No. S-100-84
AREA C SITE PLAN MAP

SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

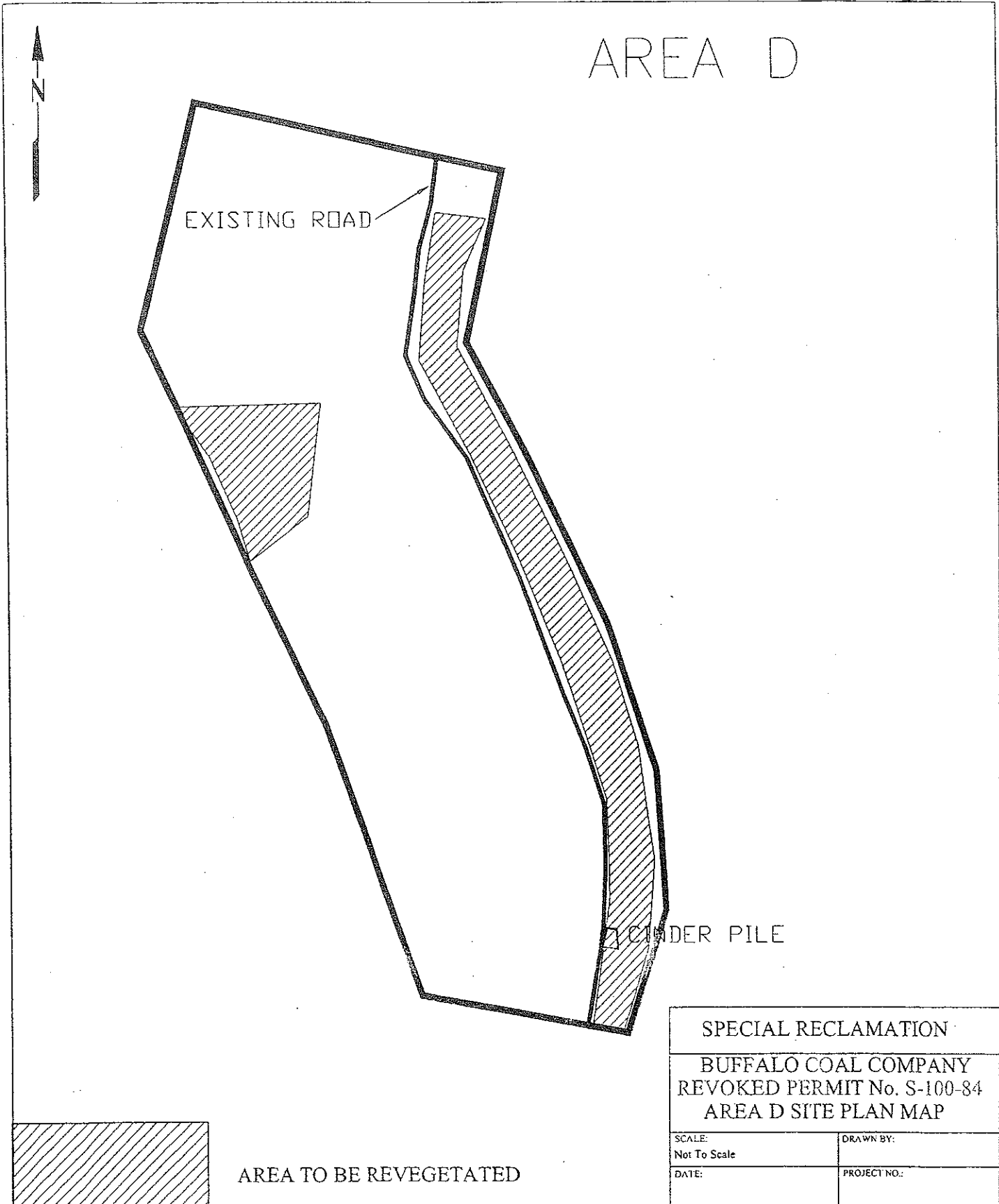
AREA TO BE REVEGETATED

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

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

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

AREA D

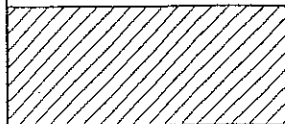
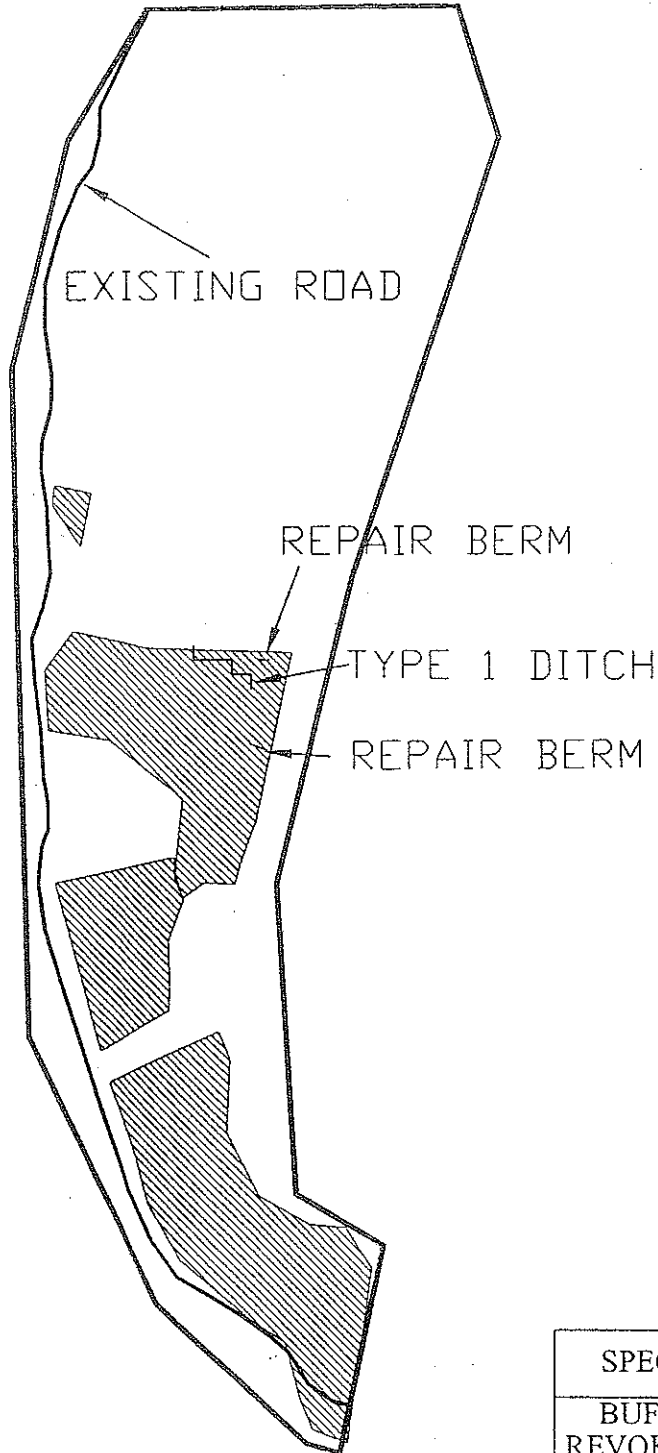


SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-100-84 AREA D SITE PLAN MAP	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

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

AREA E



AREA TO BE REVEGETATED

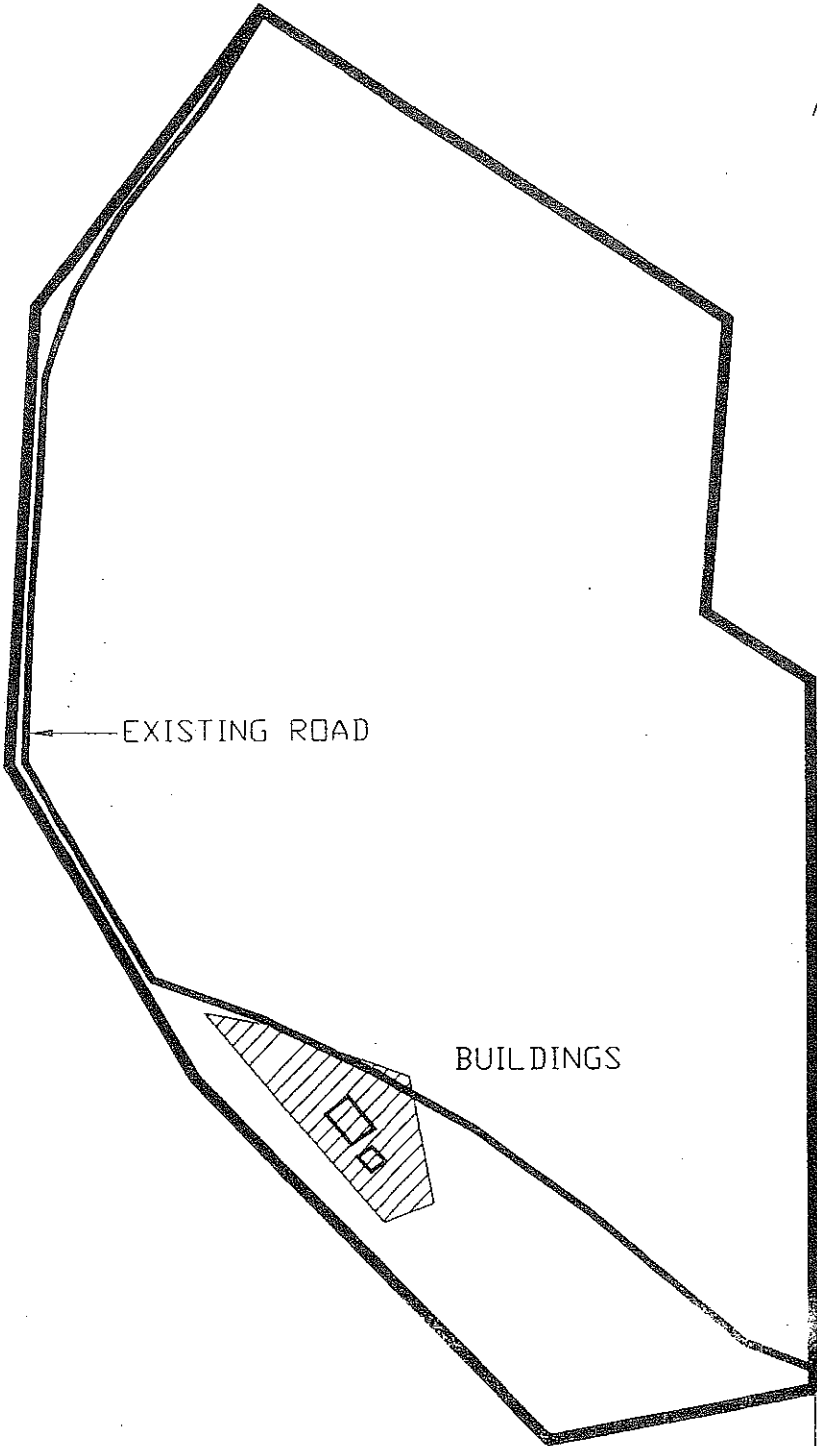
SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-100-84 AREA E SITE PLAN MAP	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

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

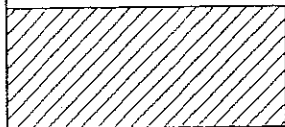
STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

AREA F



SPECIAL RECLAMATION

BUFFALO COAL COMPANY
REVOKED PERMIT No. S-100-84
AREA F SITE PLAN MAP

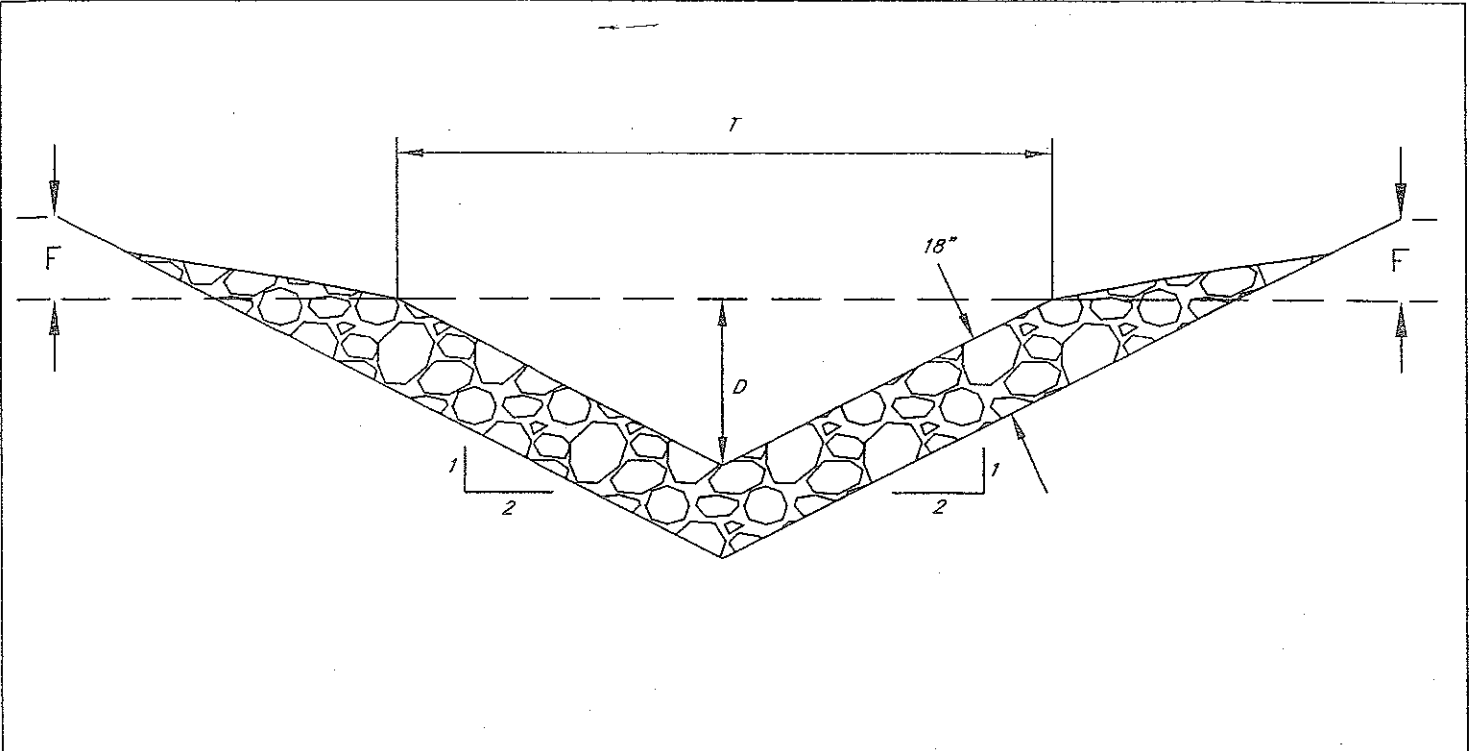


AREA TO BE REVEGETATED

SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

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

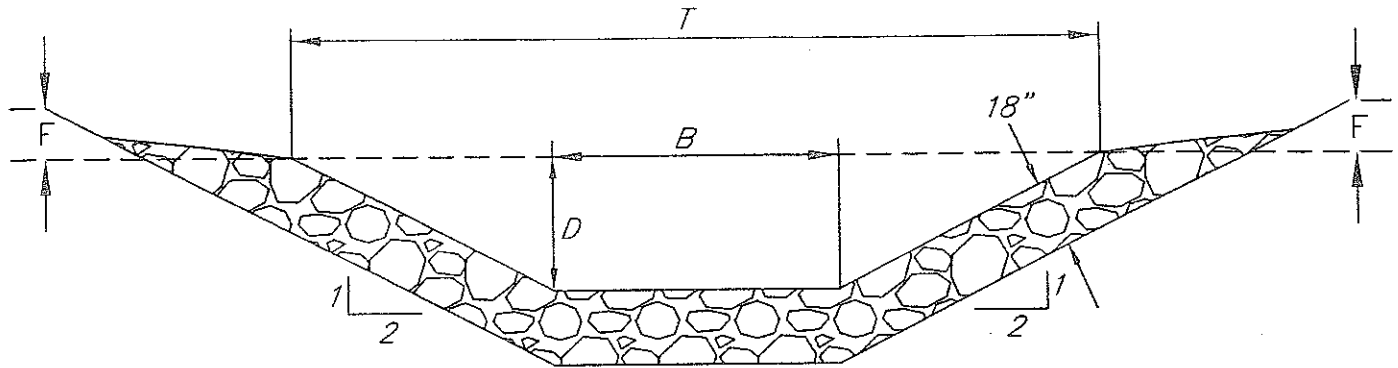


DITCH TYPE	DEPTH (ft) D	TOP WIDTH (ft) T	FREE BOARD (ft) F	LINING
1	1.5	6	1	LIMESTONE RIP-RAP
2	3.0	12	1	LIMESTONE RIP-RAP
3	3.0	12	1	GROUTED LIMESTONE RIP-RAP

SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No.'s S-2004-02 & S-100-84	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

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

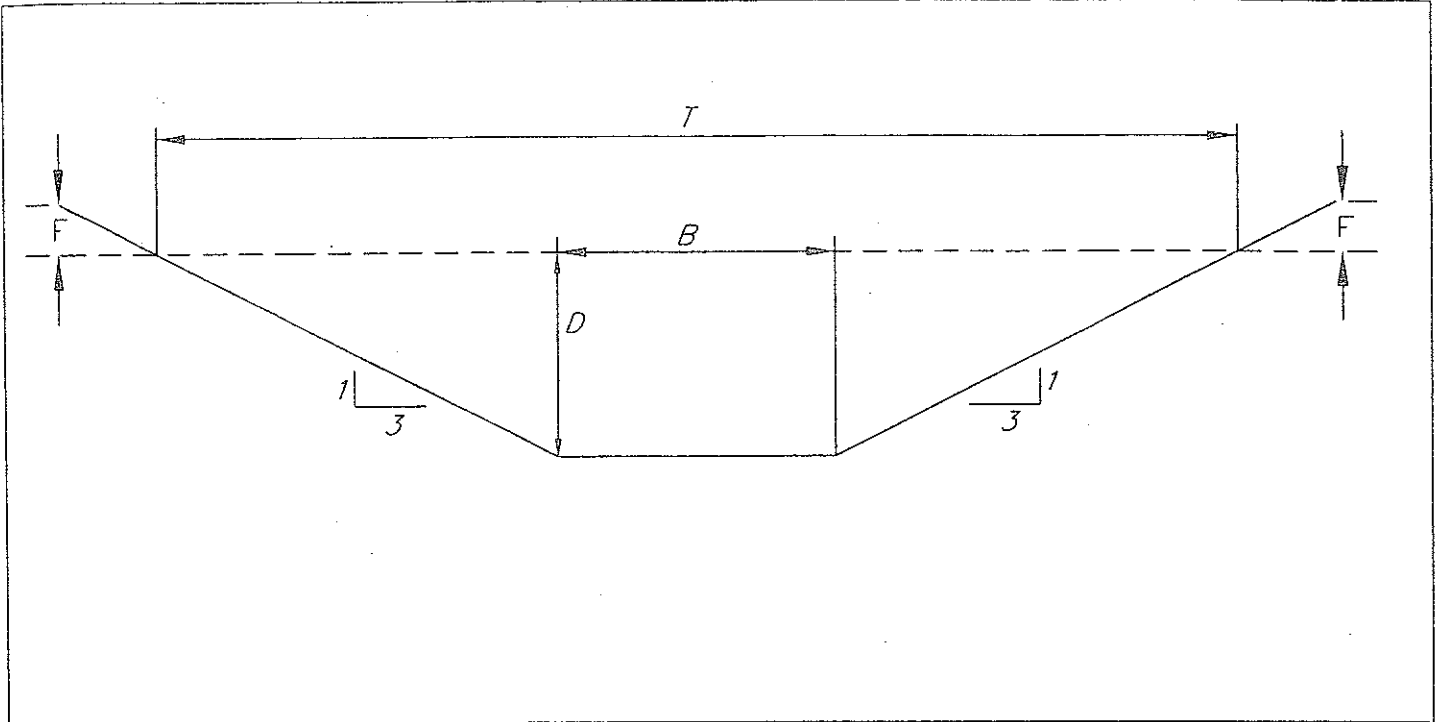


DITCH TYPE	DEPTH (ft) D	BOTTOM WIDTH (ft) B	TOP WIDTH (ft) T	FREE BOARD (ft) F	LINING
4	2.0	10	18	1	LIMESTONE RIP-RAP
5	3.0	6	18	1	GROUTED LIMESTONE RIP-RAP
6	3.0	8	20	1	GROUTED LIMESTONE RIP-RAP
7	5.0	18	38	1	GROUTED LIMESTONE RIP-RAP
SPILLWAY A	5.0	25	45	1	GROUTED LIMESTONE RIP-RAP

SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No.'s S-2004-02 & S-100-84	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

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

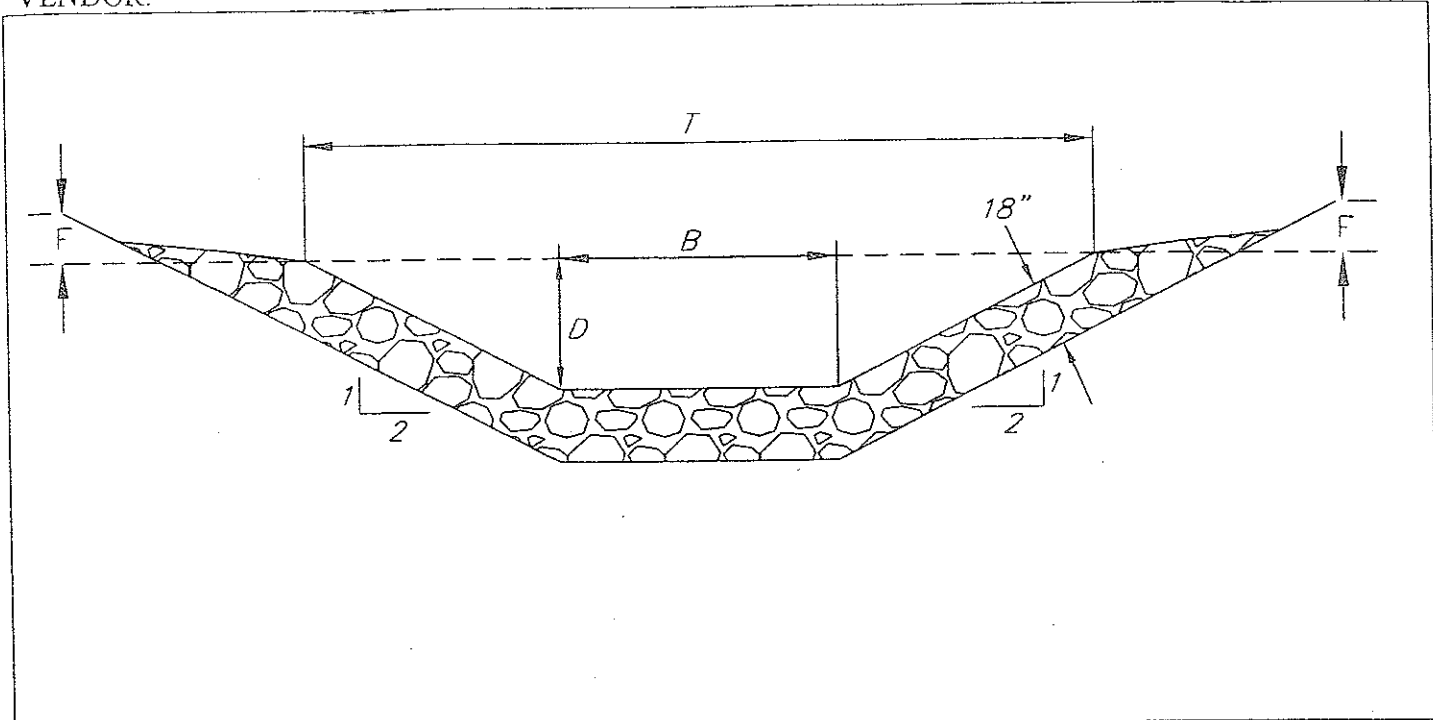


DITCH TYPE	DEPTH (ft) D	BOTTOM WIDTH (ft) B	TOP WIDTH (ft) T	FREE BOARD (ft) F	LINING
8	3.0	16	34	0 (IN WETLAND)	UNLINED (EXISTING SOIL)
9	3.0	10	28	0 (IN WETLAND)	UNLINED (EXISTING SOIL)

SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-2004-02	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION SPECIAL RECLAMATION	

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



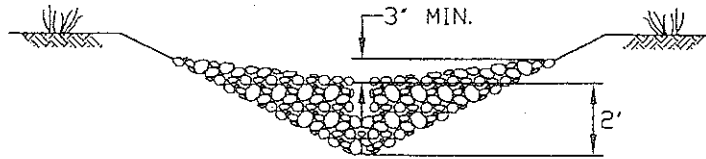
DITCH TYPE	DEPTH (ft)	BOTTOM WIDTH (ft)	TOP WIDTH (ft)	FREE BOARD (ft)	LINING
	D	B	T	F	
10	5.0	28	48	0	LIMESTONE RIP-RAP

SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-2004-02	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

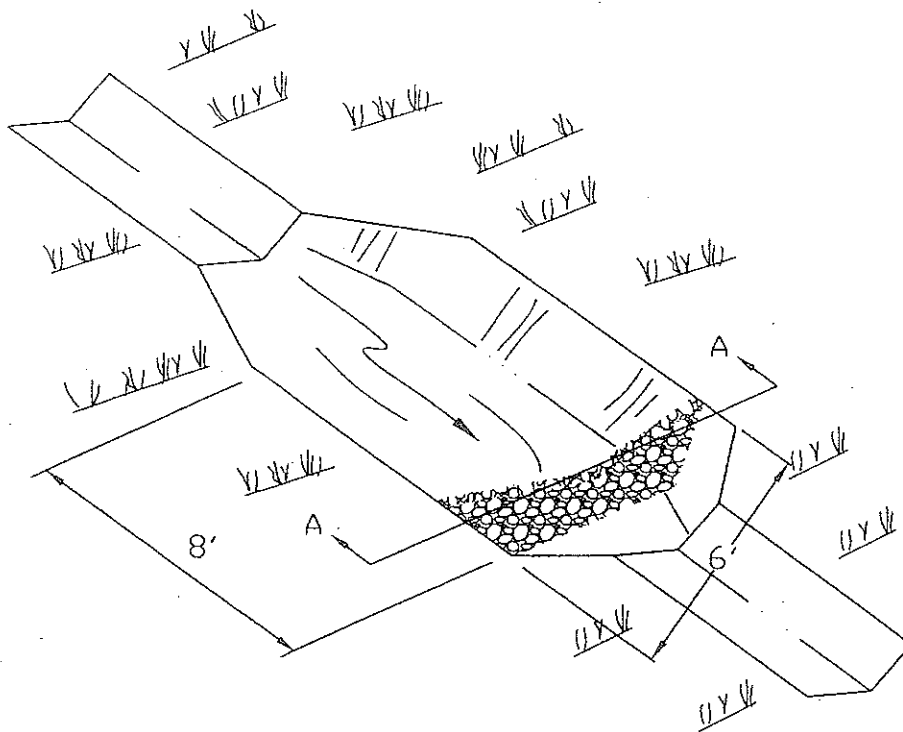
BUYER
CB-23

REQ. or P.O. No.
DEP15176

SEDIMENT CONTROL SUMP



SECTION A-A



NOTE:

THE SUMP MUST BE CLEANED WHEN 60% FULL.
ROCK OR HAYBALES SHALL BE PLACED AT SUMP OUTLET.
THE MINIMUM DITCH DEPTH IS 1.0', AND THE MINIMUM SUMP
DEPTH IS 4.0'.

SPECIAL RECLAMATION

BUFFALO COAL COMPANY
REVOKED PERMIT No.'s
S-2004-02 & S-100-84
STORMWATER PERMIT

SCALE:
Not To Scale

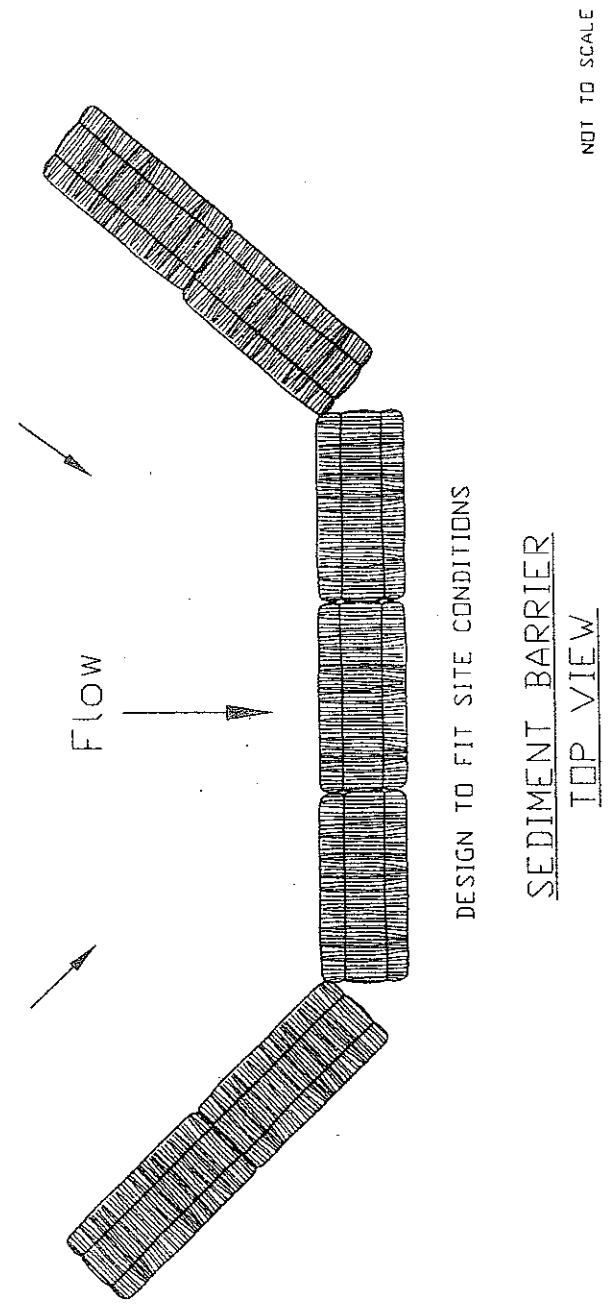
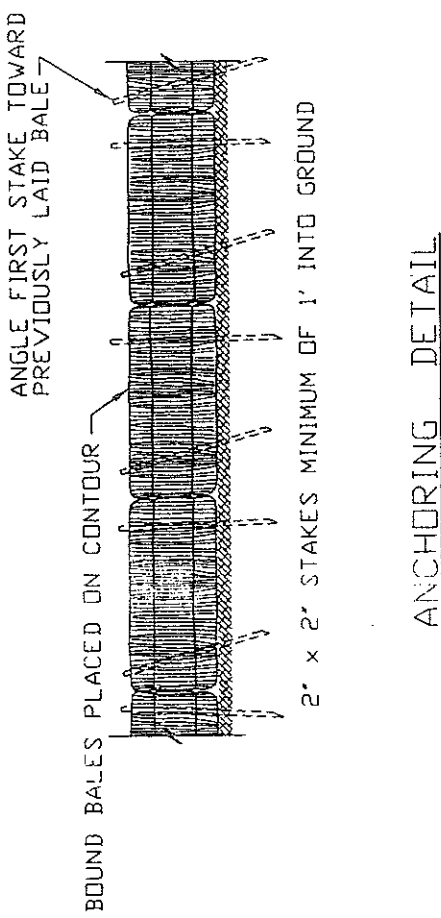
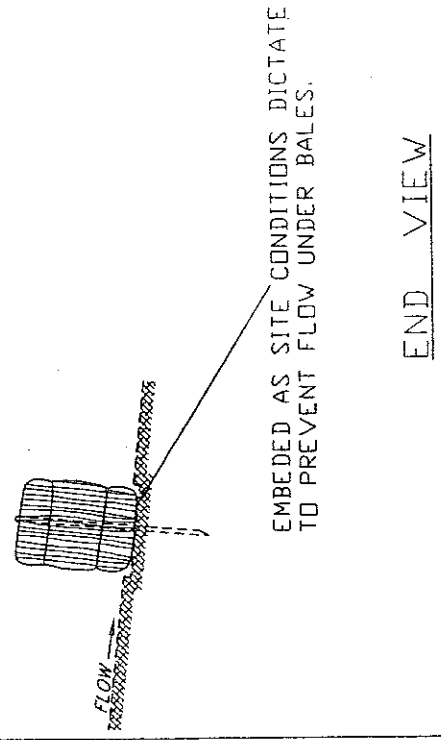
DRAWN BY:

DATE:

PROJECT NO.:

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION SPECIAL RECLAMATION	

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

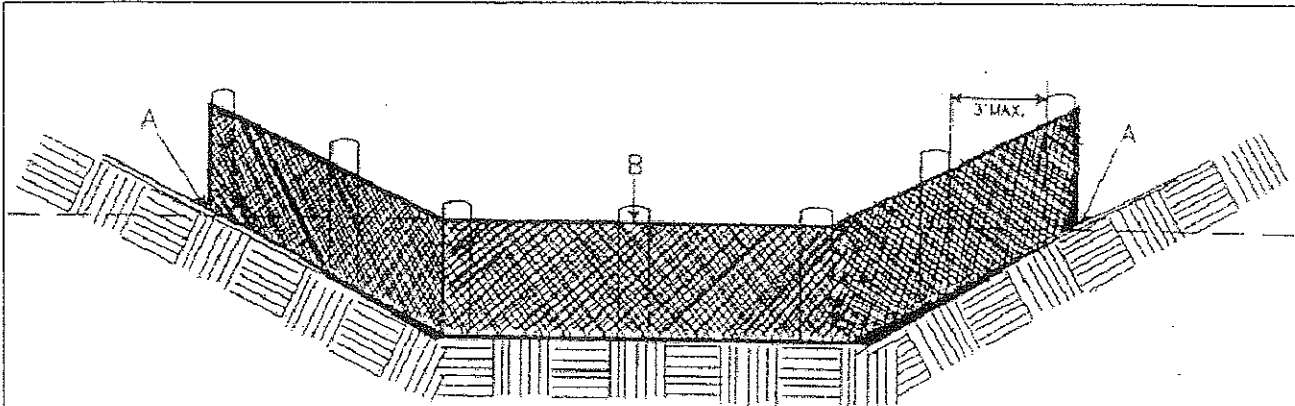


SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No. S-2004-02 HAY/STRAW BALE DIKE STORMWATER PERMIT	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

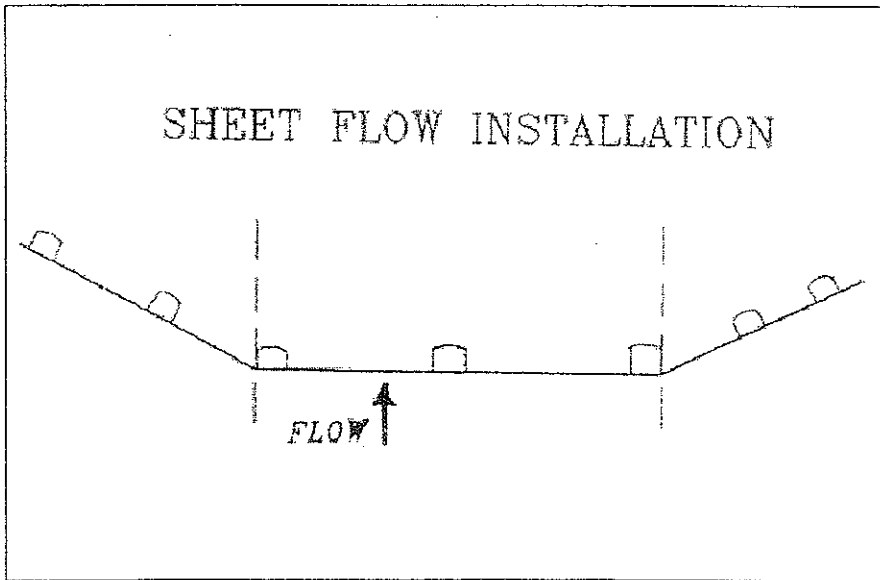
WV-36
REV. 1/29/02
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

BUYER CB-23	REQ. or P.O. No. DEP15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION SPECIAL RECLAMATION	



POINTS A SHOULD BE HIGHER THAN POINT B.
DRAINAGEWAY INSTALLATION
(FRONT ELEVATION)



SHEET FLOW INSTALLATION

SPECIAL RECLAMATION	
BUFFALO COAL COMPANY REVOKED PERMIT No.'s S-2004-02 & S-100-84 STORMWATER PERMIT	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

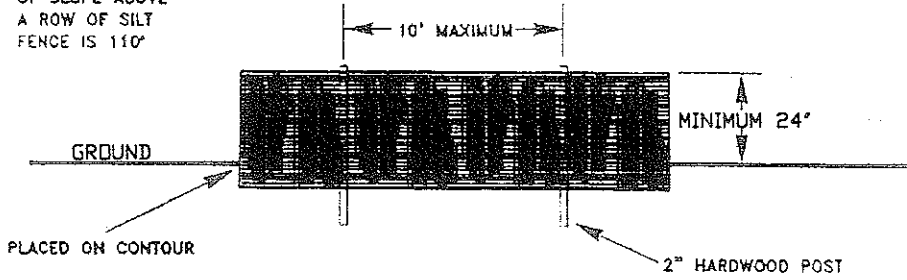
WV-36
REV. 1/29/02
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

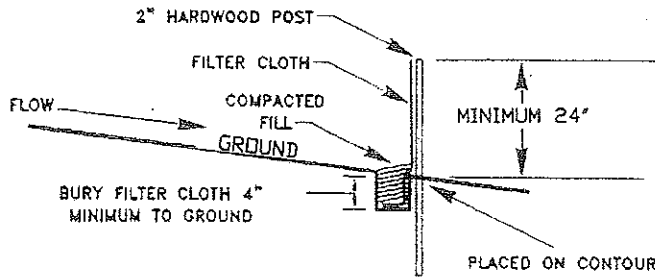
BUYER CB-23	REQ. or P.O. No. DEP 15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

SILT FENCE

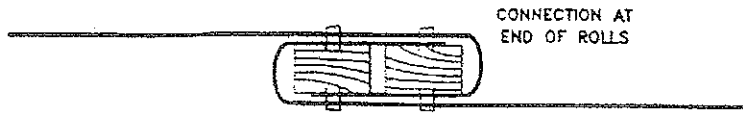
NOTE:
THE MAXIMUM LENGTH
OF SLOPE ABOVE
A ROW OF SILT
FENCE IS 110'



FRONT ELEVATION



SIDE ELEVATION



TOP VIEW

SPECIAL RECLAMATION

BUFFALO COAL COMPANY
REVOKED PERMIT No.'s
S-2004-02 & S-100-84
STORMWATER PERMIT

SCALE:
Not To Scale

DRAWN BY:

DATE:

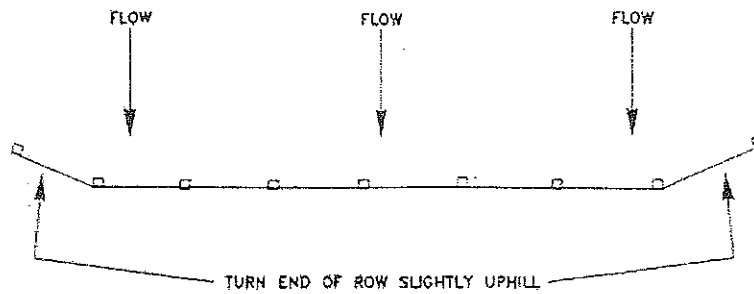
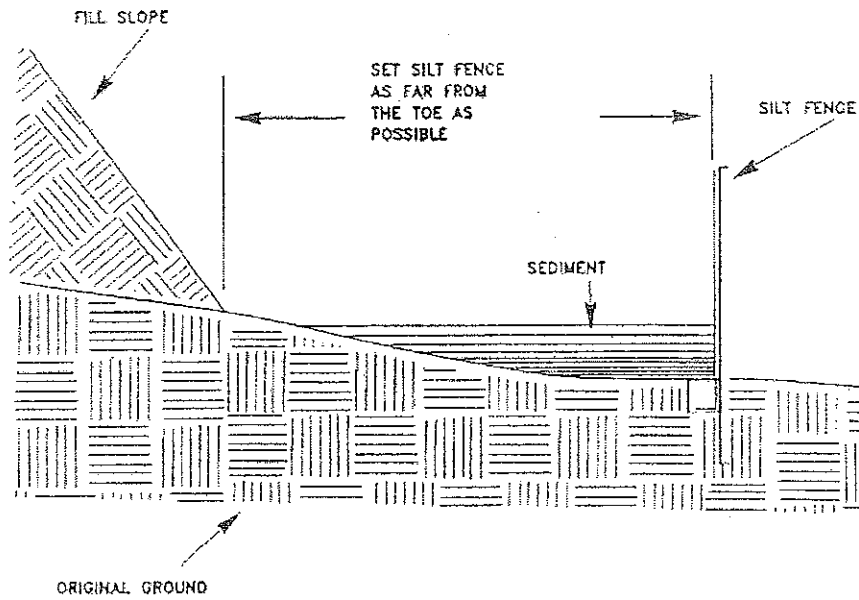
PROJECT NO.:

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

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

BUYER CB-23	REQ. or P.O. No. DEP 15176
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

PLACEMENT OF SILT FENCE



SPECIAL RECLAMATION

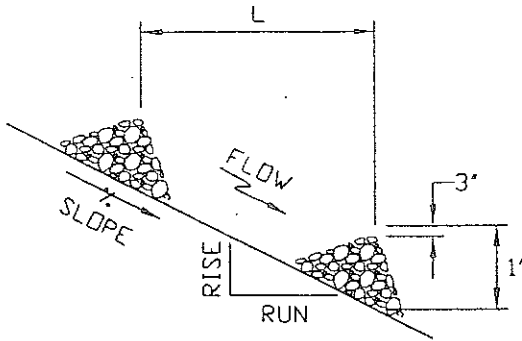
BUFFALO COAL COMPANY
REVOKED PERMIT No.'s
S-2004-02 & S-100-84
STORMWATER PERMIT

SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

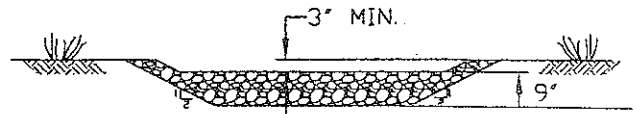
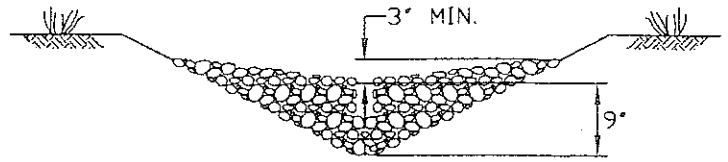
BUYER
CB-23

REQ. or P.O. No.
DEP15176

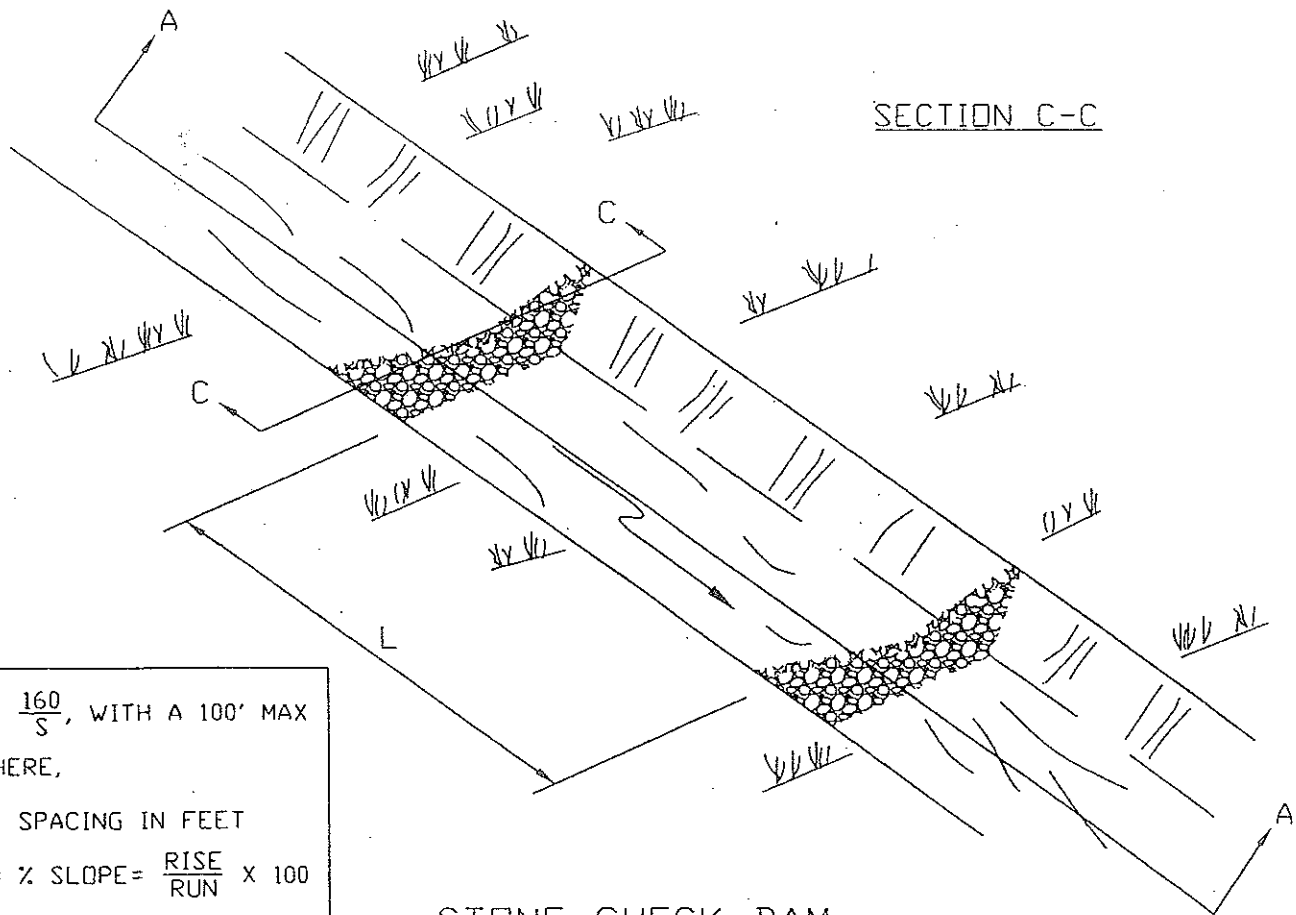
STONE CHECK DAM



SECTION A-A



SECTION C-C



STONE CHECK DAM

$$L = \frac{160}{S}, \text{ WITH A } 100' \text{ MAX}$$
 WHERE,
 L = SPACING IN FEET

$$S = \% \text{ SLOPE} = \frac{\text{RISE}}{\text{RUN}} \times 100$$

NOTE MAY BE TRAPAZOIDAL OR V-DITCH

NOTE:

SPACING OF PREFABRICATED DITCH CHECKS SHALL BE THE SAME AS STONE DITCH CHECKS.

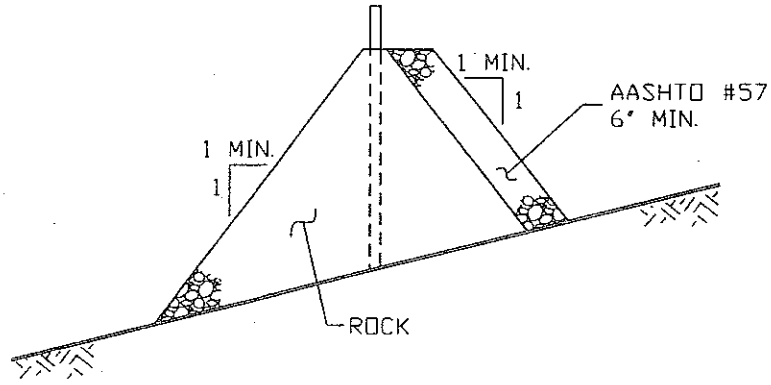
AASHTO #1 (2-4 INCH) SHALL BE USED, AND MAY BE REINFORCED WITH 3 TO 6 INCH RIPRAP.

THE MINIMUM DITCH DEPTH IS 10'

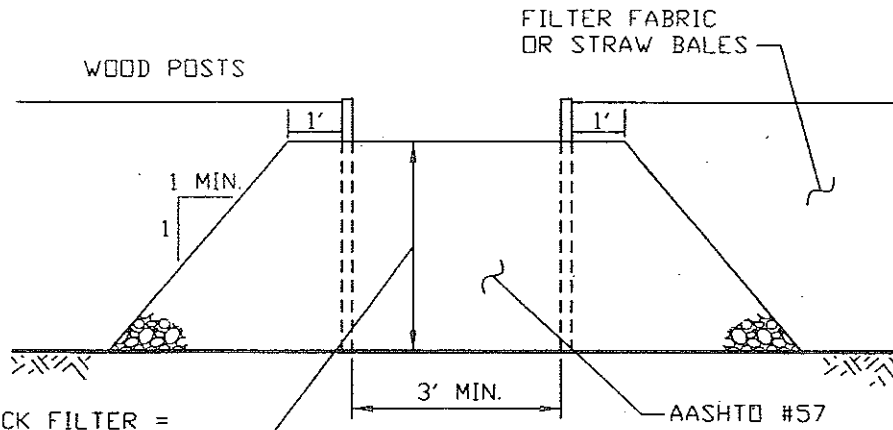
BUYER
CB-23

REQ. or P.O. No.
DEP15176

ROCK FILTER OUTLETS



OUTLET CROSS-SECTION



HEIGHT OF ROCK FILTER =
5/6 HEIGHT OF FILTER FABRIC
FENCE.

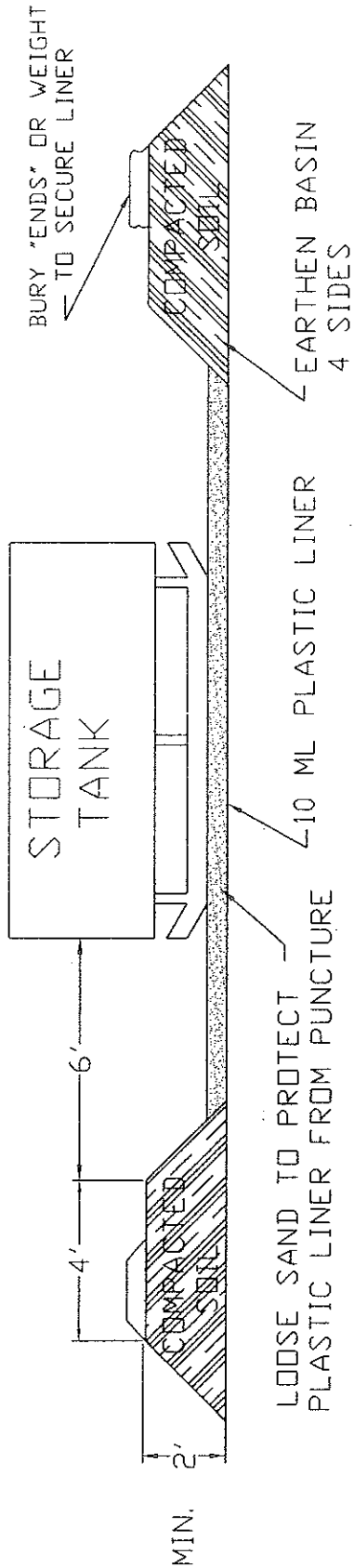
UP-SLOPE FACE

NOTE: Sediment must be removed when accumulations reach 1/3 the height of the outlet.

BUYER
CB-23

REQ. or P.O. No.
DEP15176

SPILL CONTAINMENT



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 (6") INCH 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.

Agency _____
REQ.P.O# _____

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.

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

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

(M)

- (L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOW THEREFORE.

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

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the 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 hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

(U) Surety Corporate Seal

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

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pro Contracting, Inc.
of P. O. Box 2442, Clarksburg, WV 26302, as Principal, and Travelers Casualty and Surety Company
of America of 1 Tower Sq., 5PB, Hartford, CT, a corporation organized and existing under the laws of the State of Connecticut
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the total amount bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DEP 15176: Reclamation Work - 509.0 acres (S-2004-02 and S-100-84)
Mt. Storm, WV - Grant County

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
16th day of November, 2010.

Principal Corporate Seal

Pro Contracting, Inc.

(Name of Principal)

By 

(Must be President or
Vice President)

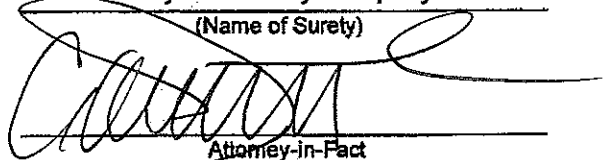
V.P.

(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America

(Name of Surety)



Attorney-in-Fact

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218346

Certificate No. 003280269

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. David Thomas, Richard L. Higginbotham, Bonnie Marie Perrine, Jeffery O'Dell, and Robin Hubbard-Sherrod

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of October, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 5th day of October, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

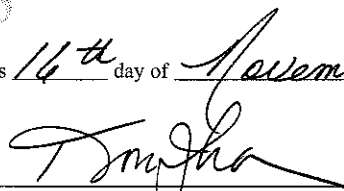
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of November, 20 10.


Kori M. Johanson, Assistant Secretary

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



AVS OFT Report - 1/5/2010 8:28:04 AM

All OFT's where the selected entity is listed as an entity or related entity
Entity Selected (248140) Pro Contracting Inc

Parent Entity	Description	Related Entity	% Ownership	Begin Date	End Date
(248140) Pro Contracting Inc	Shareholder	(151167) Matthew Evans	20%	9/18/2008	
(248140) Pro Contracting Inc	Secretary	(151167) Matthew Evans		9/18/2008	
(248140) Pro Contracting Inc	Shareholder	(099850) David B Lang	40%	12/29/2009	
(248140) Pro Contracting Inc	Vice President	(099850) David B Lang		12/29/2009	
(248140) Pro Contracting Inc	Shareholder	(145524) Bryan W Reger	40%	12/29/2009	
(248140) Pro Contracting Inc	President	(145524) Bryan W Reger		9/18/2008	
(248140) Pro Contracting Inc	Shareholder	(145524) Bryan W Reger	80%	9/18/2008	12/29/2009

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV044670

Classification:

GENERAL ENGINEERING

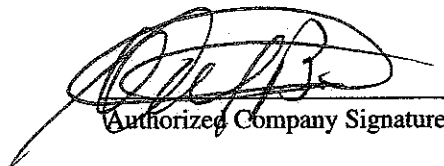
PRO CONTRACTING INC
DBA PRO CONTRACTING INC
PO BOX 2442
CLARKSBURG, WV 26301

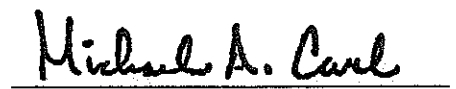
Date Issued

OCTOBER 06, 2010

Expiration Date

OCTOBER 06, 2011


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



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

STATE OF WEST VIRGINIA

COUNTY OF HARRISON, TO-WIT:

I, STEVE J SZABO, after being first duly sworn, depose and state as follows:

- 1. I am an employee of PRO CONTRACTING, INC.; and,
(Company Name)
- 2. I do hereby attest that PRO CONTRACTING, INC.
(Company Name)

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

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

PRO CONTRACTING, INC.
(Company Name)

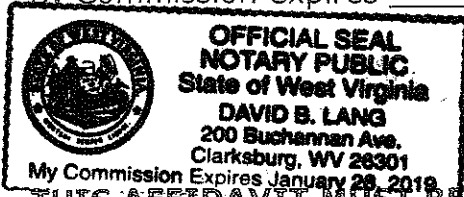
By: Steve J Szabo
STEVE J Szabo

Title: Estimator

Date: 11/12/2010

Taken, subscribed and sworn to before me this 12th day of November.

By Commission expires 1-28-2019



[Signature]
(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. _____

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

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

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

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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of December, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

