



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

DEP15346

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN  
304-558-2157

\*004103656 304 984-1725

BARNES EXC INC  
PO BOX 13384

SISSONVILLE WV 25360

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

DATE PRINTED

04/20/2011

TERMS OF SALE

SHIP VIA

F.O.B.

FREIGHT TERMS

BID OPENING DATE:

06/01/2011

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$ 587,554.
RECLAMATION: RESTORATION OF LAND						
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF LO-MING COAL CORPORATION UNDER REVOKED PERMIT NUMBER(S)U-5049-87 ON A SITE OF APPROXIMATELY 8 ACRES LOCATED NEAR SARAH ANN, WEST VIRGINIA, (LOGAN CO.).						
THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.						
A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 05/04/2011 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFOR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

Catherine Bowman

TELEPHONE

304-984-1725

DATE

6/14/11

TITLE

President

FEIN

550736745

ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the **West Virginia Code**.
  7. Vendor preference will be granted upon written request in accordance with the **West Virginia Code**.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://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>MATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: FROM CHARLESTON, WV, TRAVEL SOUTH ON RT 119 TOWARD LOGAN, WV. EXIT RT 119 AT EXIT 73 AND TRAVEL THROUGH 3 STOP LIGHTS. AT 4TH LIGHT, GO STRAIGHT ONTO RT 44. TRAVEL 13.2 MILES, THROUGH TOWN OF SARAH ANN AND TURN RIGHT ACROSS ISLAND CREEK ONTO MINE SITE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG FREE WORK PLACE AFFIDAVIT MUST BE SIGNED &amp; SUBMITTED WITH THE BID AS EVIDENCE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WV CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.						
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.						
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR LOGAN COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)						
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.						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						

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<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS</p>						
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<p>LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: ..... <i>BARNES EXC. INC.</i> .....</p> <p>CONTRACTORS LICENSE NO.: <i>WV023257</i> .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Cathy Barn</i>		TELEPHONE <i>304-984-1725</i>		DATE <i>6/14/11</i>		
TITLE <i>President</i>		FEIN <i>550736745</i>		ADDRESS CHANGES TO BE NOTED ABOVE		

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WITHOUT FURTHER ORDER.						
PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS						
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,						
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.						
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.						
C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.						
2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN						
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				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 STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU						
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<p>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 &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						
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SIGNATURE		TELEPHONE		DATE		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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

# Request for Quotation

RFQ NUMBER

DEP15346

PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN  
304-558-2157

\*004103656 304 984-1725

BARNES EXC INC  
PO BOX 13384

SISSONVILLE WV 25360

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
04/20/2011				

BID OPENING DATE:

06/01/2011

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:						
(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.						
(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.						
(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.						
REV. 11/96						
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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04/20/2011				

BID OPENING DATE:

06/01/2011

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NOS.:						
NO. 1	.....	.....	✓	.....		
NO. 2	.....	.....	✓	.....		
NO. 3	.....	.....		.....		
NO. 4	.....	.....		.....		
NO. 5	.....	.....		.....		
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
..... <i>Cathie Barnes</i>			.....SIGNATURE			
..... <i>Barnes Exc. Inc.</i>			.....COMPANY			
..... <i>6/14/11</i>			.....DATE			
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	..... Cathie Barnes	TELEPHONE	304-984-1725	DATE	6/14/11
TITLE	..... President	FEIN	550736745	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

REFQ NUMBER

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ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN  
304-558-2157

\*004103656 304 984-1725

BARNES EXC INC  
PO BOX 13384

SISSONVILLE WV 25360

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/20/2011				

**BID OPENING DATE:**

06/01/2011

BID OPENING TIME	01:30PM
------------------	---------

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PURCHASING DIVISION  BUILDING 15  2019 WASHINGTON STREET, EAST  CHARLESTON, WV 25305-0130</p>						
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF  THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						
<p>SEALED BID</p>						
<p>BUYER: CB-23</p>						
<p>REQ. NO.: DEP15346</p>						
<p>BID OPENING DATE: 06/01/2011</p>						
<p>BID OPENING TIME: 1:30 P.M.</p>						
<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY  TO CONTACT YOU REGARDING YOUR BID:</p>						
<p>----- 304 984 0074 -----</p>						
<p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT  CONCERNING THIS QUOTE:</p>						
<p>----- Robert Barnes -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Cath. Barron

TELEPHONE  
304-984-1725

DATE 6/14/11

TITLE <i>Spencer</i>	FEIN <i>550736745</i>
-------------------------	--------------------------

**ADDRESS CHANGES TO BE NOTED ABOVE**

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

BUYER CB-23	PAGE	REQ. OR PO NO. DEP 15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

**Lo-Ming Coal Corp.**  
**U-5049-87**

## DRIVING DIRECTIONS

From Charleston, WV travel south on Rt. 119 toward Logan, WV. Exit Rt. 119 at Exit 73 and travel through 3 traffic lights. At the 4th traffic light, the intersection of SR 44 and SR 10, travel straight ahead onto Rt. 44. Travel 13.2 miles, thru town of Sarah Ann, and turn right across Island Creek onto mine site.

OFFICE OF SPECIAL RECLAMATION	
DIRECTIONS TO SITE	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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VENDOR:

STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET

### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Lo-Ming Coal Corporation, Permit U-5049-87, and any disturbance associated with such operation. The General Performance Standards shall apply to all items in Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with Bid Item #3.0. If fuel and lubricants are to be stored on site, Bid Item #2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management (sediment control) will be maintained by utilizing the existing ponds and ditches on site. Approximately 1400 linear feet of silt fence/haybale dikes and stakes will be made available to use on site as needed and /or as directed by onsite WVDEP personnel (Bid Item #9.0). See the attached plans and /or specifications.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all mine portal areas. Regrading (including topsoiling) is required for all areas (Bid Item #5.0). Revegetation and soil improvements are required for all areas (Bid Item #6.0). Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work (Bid Item #7.0). An onsite survey detailing existing conditions will be conducted and submitted for WVDEP review prior to construction. The survey will show the existing profile and elevations from the lower mine portals and continuing throughout the current pond / drainage system to final discharge to the natural stream. The existing excess spoil stockpile will also be surveyed to determine accurate quantity of material on site. In addition, a final construction survey will be required for Trapezoidal Channel B and pond / spillway verifying that they have been constructed to the required critical elevations and that the constructed system will function as required. These final surveys will be submitted to WVDEP and approved prior to invoicing for the respective bid items.
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility. \*\*NOTE: There are existing power lines and gas lines in the area.
6. Construct / install eight (8) non-acid producing wet mine seals. Four (4) seals will be located on the upper mine bench as per the standard WVDEP / OSR design. Four (4) seals will also be constructed on the lower mine level. The lower level seals will have two (2) mine seal drainage pipes in each seal. The lower level seals will also have non-perforated breather pipes installed. All seals will be constructed such that drainage / breather pipes daylight at the surface of the backfilled and regraded mine site. Cost of all materials to construct the mine seals and breather pipes and extra pipes will be inclusive to the

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total seal cost (Bid Items #10.1 and 10.2). See the attached plans and/or specifications.

7. Construct a sandstone rock toe buttress / drainage blanket at the mine portal site. There are NO APPROVED AREAS for quarrying on this project. Cost of all stone, engineering fabric and other materials necessary for construction will be inclusive to rock toe/ buttress/drainage blanket cost (Bid Item #10.3). See the attached plans and / or specifications.
8. Backfill the existing mine faceup area to a final tracked and graded two horizontal to one vertical slope (2H:1V) (Bid Item #4.0). \*\*NOTE: There is existing spoil stored on site. The spoil storage area will be graded to drain toward the existing ponds #1, 2 and 3 at a 1-2% slope after all necessary material is removed. See the attached plans and / or specifications.
9. Construct approximately four hundred (400) LF of grouted sandstone riprap V-Ditch A. Approximately 300 LF will collect mine water from the upper mine seal discharge pipes along the upper bench and then convey the water into the 100 LF downslope portion into Trapezoidal Channel B. Both the horizontal and downslope sections of V-ditch A will be grouted to the intersection with Trapezoidal Channel B. Cost of stone and grout will be inclusive to V-Ditch A (Bid Item #13.0). See the attached plans and /or specifications.
10. Construct approximately three hundred fifty (350) LF of sandstone riprap Trapezoidal Channel B to collect and convey water from the lower mine seals discharges and V-Ditch A to Pond 4. Note that the elevation/slope of Channel B at the seal outlet pipes is critical and excavation into existing rock pavement may be required. All costs will be inclusive to Trapezoidal Channel B (Bid Item #12.0). See the attached plans and / or specifications.
11. Reconstruct / cleanout existing on-site Pond 4. Pond 4 will be utilized to facilitate and control stormwater runoff and provide sediment control for the backfilling and reclamation operation. It will also serve to collect and convey mine discharges to Right Fork Island Creek. The existing 12" PVC pipe from Pond 4 to Sump X will be removed. The open spillway will be lowered to the elevation shown on the plans and grouted riprap added to convey overflow to Right Fork. All vegetative debris, rock, etc. will be removed from the stream (Right Fork) along the pond embankment from the 6-foot culvert to Island Creek to provide for unobstructed flows past the pond. The pond will be cleaned to an elevation 5 feet below the spillway (or to bedrock). The pond embankment along Island Creek will **not** be disturbed. Damage or leakage to the berm along Island Creek will be repaired at the Contractor's expense. All exposed refuse in the embankments shall be covered with soil material. Cost of the grouted spillway and pipe removal will be inclusive to the Pond 4 reconstruction work (Bid Item #8.1). See the attached plans and / or specifications.
12. Construct approximately six hundred eighty (680) LF of grass lined V-Ditch D around the perimeter of the Shop Area #1/ existing spoil storage site at the toe of the existing hillside upon completion of the project. V-Ditch D will convey surface water runoff to the natural stream downstream of Pond 1 (Bid Item #11.0). See attached plans and / or specifications.
13. Eliminate Pond 5 by infilling and grading into the existing slope. Pond 5 must be dewatered by pumping prior to infilling. Pumped water will be monitored to have a pH greater than 6.0 at all times.



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- Construct new sandstone rip-rapped trapezoidal Channel 5 to connect from the existing grass lined channel #2 to the natural stream channel. Cost of dewatering / pumping / regrading/channel construction will be inclusive to Pond 5 elimination (Bid Item #8.2). See the attached plans and / or specifications.
14. Eliminate Pond 6 by infilling and grading into the existing slope. Pond 6 must be dewatered by pumping prior to infilling. Pumped water will be monitored to have a pH greater than 6.0 at all times. Construct new sandstone rip-rapped trapezoidal Channel 6 to connect from the existing grass lined channel #1 to the natural stream channel. Cost of dewatering / pumping / regrading/channel construction will inclusive to Pond 6 elimination (Bid Item #8.3). See the attached plans and / or specifications.
  15. Excavate and remove oil contaminated soils at Old Shop Area #2 to a depth of three (3) feet. Area excavated will be determined by the extent of the oil spill and by onsite inspection with WVDEP personnel. Contaminated material will be blended with backfill materials and evenly distributed in the upper mine face up backfill area. Excavated area will be refilled with material from the existing Excess Spoil Storage Area, as needed. All Shop Area #2 reclamation work will be paid under the Regrade/Topsoil Bid Item #5.0. See the attached plans and / or specifications.
  16. A total of six hundred fifty (650) LF of access road will be constructed / restored across the finished regraded site, per the attached plan. Cost of grading work, stone, engineering fabric and other materials will be inclusive to Restore/Construct Access Roads (Bid Item #14.0). Continual all-weather access through the site during construction will be required to allow adjacent property owners access. The existing gate at the back end of the lower project area will be protected to provide continuous security to the adjacent properties. See the attached plans and / or specifications.
  17. Remove all junk and debris from the project area, particularly at both shop sites, and dispose of in an approved manner. Items may include old tires, scrap metal, wood, concrete (concrete free of steel or other metal may be utilized in backfill areas), wire, abandoned utility poles and other trash items. Documentation of approved disposal will be required with invoicing (Bid Item #15.0).
  18. Install approximately two hundred (200) LF of fencing and gates around the site to provide limited access and security to the facilities (Bid Item #16.0). See the attached plans and / or specifications.
  19. Prior to site completion, all disturbed roadways will be graded and drained and left in usable condition. The existing stream crossing to the main portal / backfill reclamation area will remain in place. All vegetative debris, rock, etc. will be removed from the stream areas upstream of the 6-foot culvert to provide for unobstructed flows into the culvert. The stream crossing to Ponds 5 & 6 will be removed when all work is completed in that area and the stream regraded to match the upstream and downstream configuration after culvert removal. Cost of all above grading work will be paid under the Regrade/Topsoil Bid Item #5.0. See the attached plans and /or specifications.
  20. Regrade and topsoil (per Bid Item #5.0) and revegetate (per Bid Item #6.0) approximately 8.0 acres to include backfill areas, old shop areas, pond reconstruction areas and all other site disturbances related to the project according to the attached specifications.

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STATE OF WEST VIRGINIA  
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### CERTIFICATION

LO-MING COAL CORPORATION  
PERMIT U-5049-87

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



Stephen R. Nestor  
Registered Professional Engineer WV No. 10227

SEAL

Date: 1/19/11

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

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
PERMIT NAME: <u>Lo-Ming Coal Corporation</u>				
PERMIT NUMBER(S): <u>U-5049-87</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>27,500.</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>900.</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>1,500.</u>
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>50,000.</u>
5.0	<u>8.0</u> AC	<u>REGRADING/TOPSOILING</u>	\$ <u>2,000.</u> PER AC	\$ <u>16,000.</u>
6.0		<u>REVEGETATION</u>		
6.1	<u>8.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>350.</u> PER AC	\$ <u>2,800.</u>
6.2	<u>8.0</u> AC	<u>FERTILIZER</u>	\$ <u>350.</u> PER AC	\$ <u>2,800.</u>
6.3	<u>8.0</u> AC	<u>MULCH</u>	\$ <u>350.</u> PER AC	\$ <u>2,800.</u>
6.4	<u>8.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>350.</u> PER AC	\$ <u>2,800.</u>
7.0		<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)		
7.1	LUMP SUM	<u>INITIAL SURVEY AND STAKEOUT</u>	LUMP SUM	\$ <u>2,500.</u>
7.2	LUMP SUM	<u>FINAL SURVEY AND ELEVATIONS</u>	LUMP SUM	\$ <u>2,500.</u>

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
8.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
8.1	LUMP SUM	<u>RECONSTRUCT POND NO. 4</u>	LUMP SUM	\$ <u>5,300.</u>
8.2	LUMP SUM	<u>REMOVE / REGRADE POND 5, ADD CHANNEL 5</u>	LUMP SUM	\$ <u>11,000.</u>
8.3	LUMP SUM	<u>REMOVE / REGRADE POND 6, ADD CHANNEL 6</u>	LUMP SUM	\$ <u>8,000.</u>
9.0	<u>1400</u> LF	<u>STORMWATER MANAGEMENT (Silt Fence /Haybale Dike)</u> (Max. Bid \$5.00 Per LF)	\$ <u>1.00</u> PER LF	\$ <u>1,400.</u>
10.0		<u>WET MINE SEALS</u>		
10.1	<u>4</u> EA	<u>UPPER MINE SEALS</u>	\$ <u>25,053.</u> PER EA	\$ <u>100,212.</u>
10.2	<u>4</u> EA	<u>LOWER MINE SEALS</u>	\$ <u>25,053.</u> PER EA	\$ <u>100,212.</u>
10.3	LUMP SUM	<u>ROCK TOE BUTTRESS / DRAINAGE BLANKET</u>	LUMP SUM	\$ <u>200,000.</u>
11.0	<u>680</u> LF	<u>GRASS LINED V-DITCH "D"</u>	\$ <u>6.00</u> PER LF	\$ <u>4,080.</u>
12.0	<u>350</u> LF	<u>RIP-RAP TRAPEZOIDAL CHANNEL "B"</u>	\$ <u>29.00</u> PER LF	\$ <u>10,150.</u>
13.0	<u>400</u> LF	<u>GROUTED RIP-RAP V- DITCH "A"</u>	\$ <u>32.00</u> PER LF	\$ <u>12,800.</u>
14.0	<u>650</u> LF	<u>RESTORE / CONSTRUCT ACCESS ROADS</u>	\$ <u>26.00</u> PER LF	\$ <u>16,900.</u>
15.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>4,000.</u>
16.0	<u>200</u> LF	<u>FENCING</u>	\$ <u>7.00</u> PER LF	\$ <u>1,400.</u>
		<b>PERMIT TOTAL</b>		\$ <u>587,554.</u>

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## BID ITEM TECHNICAL SPECIFICATIONS

### 1.0 MOBILIZATION/DEMobilIZATION/PROJECT SIGN

#### PROJECT SIGN

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

#### MOBILIZATION

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

#### DEMobilIZATION

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

#### PAYMENT

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

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

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

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### 3.0 HAULROAD/ACCESS ROAD

The Contractor shall maintain and/or construct haul-road/access road during the reclamation process to provide access on a well drained surface. The access road to and on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. All vegetative debris, rock, etc. will be removed from the stream areas upstream of the 6-foot culvert to provide for unobstructed flows into the culvert. 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 is to be included in this item. Continual access across the site will be required for adjacent property owners, mining companies and gas company during construction.

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

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

### 4.0 BACKFILLING

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

### 5.0 REGRADEING/TOPSOILING

Concurrent regrading shall immediately follow backfilling and shall prepare the excavated and backfilled areas for final distribution of topsoil materials. This item shall include the elimination of all rills and gullies, the grading of fill and borrow areas, and preparation of the final surface prior to and in preparation for the REVEGETATION item.

Prior to excavation of the Borrow Area, all material qualifying for use as topsoil shall first be removed and stockpiled for later use on final regraded areas. Additional materials determined suitable for use as topsoil may also be salvaged from other areas of the project, including pond and ditch construction and miscellaneous excavations. All materials selected as topsoil and location(s) of topsoil stockpiles shall be as approved by the DEP on-site representative.

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Prior to site completion, all disturbed roadways will be graded and drained and left in usable condition. The existing stream crossing to the main portal / backfill reclamation area will remain in place. All vegetative debris, rock, etc. will be removed from the stream areas upstream of the 6-foot culvert to provide for unobstructed flows into the culvert. The stream crossing to Ponds 5 & 6 will be removed when all work is completed in that area and the stream regraded to match the upstream and downstream configuration after culvert removal.

Excavate and remove oil contaminated soils at Old Shop Area #2 to a depth of three feet (3'). Area excavated will be determined by the size of the oil spill and by onsite inspection with WVDEP personnel. Contaminated material will be blended with backfill materials and evenly distributed in the upper mine face up backfill area. Excavated area will be refilled with material from the existing Excess Spoil Storage Area or spoil available from the regrading of ponds 5 and/or 6, as needed.

Final surface materials shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Material which qualifies 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.

## **6.0 REVEGETATION**

The actual seeding date, within the work performance period, shall be at the discretion of the Contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. Agricultural lime shall be applied at the rate specified herein and incorporated into the soil prior to application of the seed fertilizer mixture. The cost of the lime seed, and fertilizer will be inclusive to the cost of revegetation. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the WVDEP designated on-site representative.

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

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

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

A Warranty Period of one (1) year shall commence upon completion and payment of the Revegetation

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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 most current edition of the West Virginia Surface Mining Reclamation Regulations will apply.

Equipment for the re-tracking/scarification to eliminate rills and gullies shall be mobilized and utilized to produce slopes consistent with the REGRADING and TOPSOILING bid items prior to warranty reseeding. No additional payment will be made by WVDEP for this warranty work.

### **MATERIALS REQUIRED:**

#### **6.1 AGRICULTURAL LIME**

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

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

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

Lime shall be applied at 1.5 tons/acre.

#### **6.2 FERTILIZER**

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

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



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### 6.3 MULCH

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

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

### 6.4 VEGETATIVE SPECIES

Seeding rate required is for pure live seed (pls) in pounds per acre. The use of annuals or cover crops will not be considered for vegetative success.

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

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

<sup>2</sup> Herbaceous legumes must be treated with the appropriate bacterium before seeding.

<sup>3</sup> Endophyte free.

<sup>4</sup> Spring mix.

<sup>5</sup> Fall mix.

### 7.0 CONSTRUCTION STAKEOUT

INCLUDES:

#### 7.1 INITIAL SURVEY AND STAKEOUT

#### 7.2 FINAL SURVEY AND ELEVATIONS

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

#### A. MATERIALS

Wooden stakes and other marking materials as described herein.

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## 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). All bid item quantities 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 and electronic form. The final survey must be conducted under the 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 onsite representative. Partial payments may not exceed seventy-five percent (75%) of bid item prior to final survey. This shall be paid under the Construction Stakeout bid item.

B(7). 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 EXISTING SEDIMENT CONTROL STRUCTURES

INCLUDES:

### 8.1 RECONSTRUCT POND NO. 4

### 8.2 REMOVE/REGRADE POND 5, ADD CHANNEL 5

### 8.3 REMOVE/REGRADE POND 6, ADD CHANNEL 6

#### POND 4 RECONSTRUCTION

Existing Pond 4 shall be cleaned out, repaired, removed or otherwise reconstructed or modified as directed at the time of the pre-bid showing. The existing 12" PVC pipe from Pond 4 to Sump X will be removed. The open spillway will be lowered to the elevation shown on the plans and grouted riprap added to convey overflow to Right Fork. All vegetative debris, rock, etc. will be removed from the stream (Right Fork) along the pond embankment from the 6-foot culvert to Island Creek to provide for unobstructed flows past the pond. The pond will be cleaned to an elevation 5 feet below the spillway (or to bedrock). The pond embankment along Island Creek will not be disturbed. Damage or leakage to the berm along Island Creek will be repaired at the Contractor's expense. All black/refuse material within the pond shall be removed and disposed in the backfill. All exposed refuse in the embankments shall be covered with soil material. Cost of the grouted spillway and pipe removal will be inclusive to the Pond 4 reconstruction work.

The pond 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.

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

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.,  $1.5 \times d_{50}$ . The minimum thickness of the riprap layer shall be  $1.5 \times d_{50}$ .

All rock shall have a maximum weighted loss of 30 percent when subjected to 5 cycles of the sodium sulfate soundness test as outlined by ASTM C88, as modified by AASHTO T-104. If riprap suitability is questionable, durability shall be determined by the sodium sulphate test (ASTM C 88/AASHTO T 104-77).

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

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### PONDS 5 AND 6 ELIMINATION

Elimination of impounding structures shall include:

- a) Dewatering of the impoundment by pumping to a location designated at bid showing;
- b) Eliminating the pond structure by regrading the embankment and any added spoil materials to return the site to approximate original contour and/or generally conform to the surrounding terrain.

### CHANNELS 5 AND 6 CONSTRUCTION

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

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

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.,  $1.5 \times d_{50}$ . The minimum thickness of the riprap layer shall be  $1.5 \times d_{50}$ .

All rock shall have a maximum weighted loss of 30 percent when subjected to 5 cycles of the sodium sulfate soundness test as outlined by ASTM C88, as modified by AASHTO T-104. If riprap suitability is questionable, durability shall be determined by the sodium sulphate test (ASTM C 88/AASHTO T 104-77).

### 9.0 STORMWATER MANAGEMENT - SILT FENCE AND HAYBALE DIKE

Disturbed areas which have storm water runoff and do not pass through a sediment control structure or other areas where excess sedimentation is to be controlled shall utilize the following Best Management Practice (BMP) methods to manage storm water runoff. (For more information on BMP methods go to the WVDEP website <http://www2.wvdep.org/dwwm/stormwater/BMP.htm> and click on **BMP Manual**. The WV Erosion and Sediment Control Best Management Practice Manual may be accessed or printed.)

The drawings and specifications are prepared with all sediment controls anticipated to keep the project within the guidelines of the BMP Manual. However, any adjustments needed to be made to this plan during the execution of this project in order to maintain, at a minimum, compliance with said permit shall be the Contractor's responsibility and expense at no additional cost to WVDEP. Any adjustments to the sediment controls described herein will be at the discretion and prior approval of the WVDEP on-site representative.

This item has a Maximum Bid of \$5.00/LF of silt fence and hay bale material installed on site.

CONSTRUCTION - Approximately 1400 LF of silt fence and hay bale dike are proposed for this project, as shown on the attached site plan. Construction of all sediment controls shall comply with the following:

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1. Silt fence shall be utilized on perimeter barriers and internally as shown on the plans. Silt fence shall be properly removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. Silt fence shall be installed per the manufacturer's recommendations. See the attached drawing for further details.
2. 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 storm water 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. **The bottom edge of silt fence shall be entrenched and backfilled.**
3. 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 per linear foot installed. Cost of the silt fence shall include the removal from the project upon stabilization and permanent vegetation being established.
4. Rock filtered outlets are to be placed in the silt fencing as needed to control areas exhibiting concentrated flows to prevent breaching of the fence. Outlets are to be placed at locations per direction of the DEP on-site representative. See attached detail 'Rock Filter Outlets'.
5. Hay bales shall be utilized on internal areas, as a supplement to silt fencing, to control areas where excess runoff may create excessive erosion and instability, per the direction of the DEP on-site representative. For slope stability, place bales on the contour; at the top of cuts; and at the toe of slopes. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
6. Bales shall be securely anchored in place by wooden stakes driven through the bales. No rebar shall be used to anchor bales. Stakes shall be removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. The first stake in each bale shall be driven toward the adjacent previously laid bale to force the bales together. See attached drawing for additional details.
7. Construction of sediment control sumps before culvert inlets and/or rock check dams in ditch lines (see attached drawing) may become necessary to supplement the silt fence and hay bale dikes. These items shall be installed as shown on the attached plans and at other determined locations upon request of the WVDEP designated onsite representative. Sumps and rock check dams shall be incidental to this bid item.

INSPECTION - Inspect all erosion and sediment controls before anticipated storm events (or series of

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storm events such as intermittent showers over one or more days) and within twenty-four (24) hours after the end of a storm event greater than 0.5 inches per 24-hour period, 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 or one-half (1/2) the sediment capacity of any particular control structure. 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.

**PAYMENT** - Payment will be by the linear foot installed. **Price of the silt fence and hay bales shall also include the removal of all such materials from the project upon stabilization and permanent vegetation being established, per direction of the DEP on-site representative.**

## **10.0 WET MINE SEALS**

INCLUDES:

### **10.1 UPPER MINE SEALS**

### **10.2 LOWER MINE SEALS**

Mine seals shall be constructed to conform to the plans and specifications as shown in drawing titled "Typical Mine Seal - Lower Portal" and "Typical Mine Seal - Upper Portal". A wet mine seal will be installed in each opening from the mine opening to the toe of the slope. Each seal will consist of a stone bulk head which completely fills the opening. Lower seals will include two (2) perforated drain pipes and one (1) breather pipe. Upper seals will include one (1) perforated drain pipe only. The final stone seal shall be wrapped in filter fabric (see fabric specifications, below). Seals shall be installed and remain uncovered for visual inspection by DEP prior to the continuation of the associated general site backfilling activities. Payment for each wet mine seal is for complete installation and VERIFIED BY DEP with adequate photo documentation. (See attached details)

## **PIPING - UPPER SEALS**

Drain pipe for the upper bulkhead seals will consist of one (1) perforated 12-inch PVC Schedule 40 pipe, extending to within one-foot (1') of the outer edge of the stone bulkhead and non-perforated 12-inch HDPE DR-17 pipe extending to the edge of the compacted earthen cover. The pipes will be fitted with perforated tees with animal guards and fitted with steel plates on the in-by side.

## **PIPING - LOWER SEALS**

Drain pipe for the lower bulkhead seals will consist of two (2) perforated 12-inch PVC Schedule 40 pipes, extending to within one-foot (1') of the outer edge of the stone bulkhead and non-perforated 12-inch HDPE DR-17 pipe extending to the edge of the Rock Toe Buttress. The pipes will be fitted with perforated tees with animal guards and fitted with steel plates on the in-by side.

'Breather' pipe for the lower seals will consist of one (1) non-perforated 12-inch PVC Schedule 40 pipe to

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be placed at the top of the mine opening extending through the bulkhead and a minimum of two (2) feet beyond the Rock Toe Buttress. Animal guards are to be placed at the end of all pipes.

#### BEDDING & COVER STONE

Bedding and cover layer aggregate for the 12-inch mine discharge pipes and the breather pipes shall consist of hard durable sandstone and shall have a  $d_{50}$  of 2.0 inches. The rock shall range in size from 1/4-inch minimum to 1-inch maximum diameter with no more than 5% by weight less than 1/4-inches. Aggregate shall have a maximum weighted loss of 30 percent when subjected to 5 cycles of the sodium sulfate soundness test as outlined by ASTM C88. Bedding thickness shall be 6-inches (6") and cover thickness over the pipe shall be a minimum of 12-inches (12") prior to placing of the bulkhead stone.

#### BULKHEAD STONE

The stone shall consist of 3" - 6" clean sandstone at a minimum depth of two (2) feet and minimum width of six (6) feet. Any stone considered for use must first be visually approved by the WVDEP. The stone shall have a soundness resistance of maximum 15% loss when subjected to 5 cycles of the sodium sulfate test in accordance with ASTM C-88.

#### FILTER FABRIC

General: Engineering fabric shall be of the nonwoven or woven type (e.g. TerraTex No. 4 or an approved equal) 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.

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

<u>PROPERTY</u>	<u>MIN. REQUIRED VALUE</u>	<u>TEST METHOD</u>
Permeability	$1 \times 10^2$ cm/sec	AH, 20 cm. to 10 cm.
Equivalent Opening Size <sup>2</sup>	#50 U.S. Std. Sieve	COE CW-02215
Grab Tensile Strength <sup>3</sup>	100 lbs.	ASTM D-1682
Grad Tensile Elongation <sup>3</sup>	30%	ASTM D-1682
Puncture Strength <sup>4</sup>	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 opening greater 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.

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### **10.3 ROCK TOE BUTTRESS / DRAINAGE BLANKET**

Provide all materials, excavate and construct Rock Toe Buttress / Drainage Blanket as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the pre-bid showing. Unless specified for incorporated features such as mine seal pipe rock and / or other feature, all rock utilized shall be durable sandstone only and conform to the specifications for standard riprap provided herein. Engineering fabric utilized to cover rock toe buttress / drainage blanket prior to backfilling on top shall be non-woven type as specified herein under 'Wet Mine Seals'. A layer of compacted soil backfill shall be placed over the filter fabric at a finished 2h:1v slope. Compaction of soil backfill by mobile equipment shall not begin until a soil cover of at least two (2) feet of has been placed over the fabric. The rock toe buttress / drainage blanket must be completely installed and approved prior to payment. Payment for this item is for complete installation and verified by DEP with photo.

### **11.0 GRASS LINED V-DITCH "D"**

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. Materials for grass channel lining shall meet all the requirements described under Section 7.0 Revegetation. Exact location and alignment are to be determined after regrading. Length of ditch shall be adjusted to meet on site conditions.

### **12.0 RIP-RAPPED CHANNEL "B"**

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. Ditch shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions.

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

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  $d_{50}$ .

All rock shall have a maximum weighted loss of 30 percent when subjected to 5 cycles of the sodium sulfate soundness test as outlined by ASTM C88, as modified by AASHTO T-104. If riprap suitability is questionable, durability shall be determined by the sodium sulphate test (ASTM C 88/AASHTO T 104-77).

### **13.0 GROUTED RIPRAP V-DITCH "A"**

Provide all materials, excavate and construct ditch as indicated on the attached typical plans, cross-



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section, specifications, and/or discussions at the Pre-Bid Showing. Ditch shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions.

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

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.,  $1.5 \times d_{50}$ . The minimum thickness of the riprap layer shall be  $1.5 \times d_{50}$ .

All rock shall have a maximum weighted loss of 30 percent when subjected to 5 cycles of the sodium sulfate soundness test as outlined by ASTM C88, as modified by AASHTO T-104. If riprap suitability is questionable, durability shall be determined by the sodium sulphate test (ASTM C 88/AASHTO T 104-77).

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

#### **14.0 RESTORE / CONSTRUCT ACCESS ROADS**

The required roads will be a total of approximately 650 LF, restoring the existing access roads across the project area. Accompanying plans show the details of the reconstruction of the roads. The Contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work.

#### **SITE PREPARATION**

Any areas with soft unsuitable foundation materials shall be undercut to remove this material. The material removed shall be disposed of within the construction area at a site agreed to between the Contractor and the WVDEP on-site representative. Construction stake-out shall be completed as necessary to complete that phase of the work being undertaken. This work is to also include removing all vegetative debris, rock, etc. from the stream areas upstream of the 6-foot culvert to provide for unobstructed flows into the culvert. Payment for the road construction stakeout is to be included in the road price.

#### **ROAD CONSTRUCTION**

Suitable foundation material shall then be placed in compacted layers not to exceed six (6) inches in thickness to obtain the desired grade and alignment. Compaction equipment is to be approved by DEP on site representative. Filter Fabric (Tyrar 3401, Mirafi 500X, or equivalent) shall be placed over the completed foundation and covered with a nine (9) inch minimum layer of No. 1 limestone ( $3\frac{1}{2}$  to  $\frac{3}{4}$  inches). The No. 1 stone shall then be covered with  $1\frac{1}{2}$  inch crusher run limestone so that the surface is choked off and a three (3) inch minimum layer remains on top, for a total thickness of twelve (12) inches. The completed main access

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road shall have a minimum finished surface width of twenty-five (25) feet. The road across the Right Fork and extending between Channel B and Pond 4 shall have a minimum finished width of twelve (12) feet. The surface shall be crowned and sloped to both sides a minimum of 24-horizontal to 1-vertical. Any fill sections, if used, shall not impound water.

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

### **15.0 STRUCTURE AND/OR DEBRIS REMOVAL**

All existing man-made items particular to the site and not to be utilized in the total reclamation of this site shall be demolished (if necessary) and disposed of in a legal manner. All iron, steel, aluminum, or any other metal, plastic, or any other man made material, including but not limited to I-Beams, Angle Iron, Channel Iron, Corrugated Metal, Flat Metal, Floc Drums, Grease Drums, Pipe, Conduit or concrete reinforcement bars and other mining-related equipment is to be dismantled, removed and properly disposed of off-site and according to state, local, and federal requirements. Abandoned utility poles and equipment are also included in this item. Concrete may be broken up and used in the backfill only if all steel (rebar) is first removed. It will also be the Contractor's responsibility to identify and properly handle/dispose of asbestos materials located within any structures designated for demolition.

### **16.0 FENCING**

The fence is to provide limited access and security to the sediment pond structure. NOTE: See attached technical specifications and fencing details.

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## BID PREPARATION INFORMATION

### HISTORICAL INFORMATION

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

### EXAMINATION OF BID PACKAGE AND SITE OF WORK

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

### PREBID CONFERENCE

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

### VIDEO

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

### INTENT OF CONTRACT

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

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

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## **GENERAL PERFORMANCE STANDARDS**

### **INTRODUCTION**

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

### **BACKFILLING**

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

### **BLASTING**

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

### **LIFE OF CONTRACT**

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

### **WORK PERFORMANCE PERIOD**

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

### **NOTICE TO PROCEED**

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

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### **PRE-CONSTRUCTION CONFERENCE**

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

### **GENERAL SUPERVISION**

This 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**

Water quality control shall commence with initial start-up of the project and remain in effect for the extent of the backfilling, regrading and revegetation activity. DEP obtains a storm water permit for each project from the Water Resources Division (General Water Pollution Control Permit WVO115924). The Contractor is

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responsible for performing the best management practices. Adequate facilities shall be installed, operated and maintained using the best management practices of the U.S. Environmental Protection Agency's Non-Point Source (NPS) Program for sediment control during the active reclamation. The Contractor shall take any and all steps necessary to prevent erosion or silting problems from occurring and to minimize pollution or sedimentation of the stream. If any such problems develop, the Contractor shall be responsible to take immediate corrective action. No separate payment for this work will be honored. All impounded waters which require removal during reclamation shall be pumped with appropriate measures taken to prevent erosion from the discharge. The Contractor shall be responsible for treatment of said waters to meet pH standards. The water shall be discharged only when the quality meets a pH equivalent to the pH of the receiving stream but not less than 6.0.

### **DIFFERING SITE CONDITIONS**

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

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

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

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

### **HANDLING AND STORAGE OF MATERIALS**

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

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

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

### **MAINTENANCE DURING CONSTRUCTION**

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

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### **FINAL INSPECTION**

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

### **ACREAGE QUANTITIES**

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

### **PAYMENT**

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

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

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

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

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

ROAD ABANDONMENT shall be included in the final construction invoice.

### **FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES**

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

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

### **REVEGETATION AND WARRANTY**

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

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

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

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

### CONTRACT NON-COMPLIANCE

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

### CONTRACT DELETIONS

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

### CANCELLATION

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

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

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

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



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Attn:

**S**

Re: Notice to Proceed

Permit Name: \_\_\_\_\_

Permit No. \_\_\_\_\_

Purchase Order No.: DEP

**A**

Dear :

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

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

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

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

Sincerely,

**L**

**E**

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### 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  $\frac{3}{4}$ " X 4' X 8' Marine Exterior plywood, and posts and cross braces shall be treated.

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

### **EXECUTION**

#### PROJECT SIGN

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

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

#### PAYMENT

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

#### NOTE

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

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Earl Ray Tomblin,  
Governor



Randy C Huffman,  
Cabinet Secretary



Ken Ellison,  
Director

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

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

Permit Name  
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

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77 1/4"

<div data-bbox="397 1509 597 1732" data-label="Image"> </div> <div data-bbox="630 1451 703 1717" data-label="Text"> <p><b>Earl Ray Tomblin,</b> Governor</p> </div> <div data-bbox="747 1572 826 1671" data-label="Image"> </div> <div data-bbox="842 1516 902 1705" data-label="Text"> <p><b>Randy C Huffman,</b> Cabinet Secretary</p> </div> <div data-bbox="946 1547 1002 1688" data-label="Text"> <p><b>DLR</b></p> </div> <div data-bbox="1039 1547 1097 1680" data-label="Text"> <p><b>Ken Ellison,</b> Director</p> </div>	<div data-bbox="449 256 711 1472" data-label="Section-Header"> <p><b>STATE OF WEST VIRGINIA</b>  <b>DEPARTMENT OF ENVIRONMENTAL PROTECTION</b>  <b>Division of Land Restoration</b>  <b>Office of Special Reclamation</b></p> </div> <div data-bbox="727 525 794 1320" data-label="Text"> <p>Project Cost: \$XXX,XXX.00              Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies</p> </div>	<div data-bbox="855 711 958 1020" data-label="Text"> <p>Permit Name Permit Number</p> </div>	<div data-bbox="1049 289 1089 657" data-label="Text"> <p>Project Start Date: 01/01/01</p> </div> <div data-bbox="1049 1001 1089 1449" data-label="Text"> <p>Contractor: Joe Smith Contracting</p> </div>	<div data-bbox="1183 743 1213 819" data-label="Text"> <p>73 7/8"</p> </div> <div data-bbox="1378 1299 1408 1339" data-label="Text"> <p>36"</p> </div> <div data-bbox="1378 653 1408 693" data-label="Text"> <p>36"</p> </div> <div data-bbox="1378 249 1408 279" data-label="Text"> <p>6"</p> </div> <div data-bbox="1248 1530 1273 1564" data-label="Text"> <p>48"</p> </div> <div data-bbox="1378 1722 1408 1751" data-label="Text"> <p>6"</p> </div>
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27 3/4"

18"

2 1/4"

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

BUYER CB-23	PAGE 33	REQ. OR PO NO. DEP15346
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96"



Earl Ray Tomblin,  
Governor

48"



Randy C Huffman,  
Cabinet Secretary



Ken Ellison,  
Director

7 7/8"

9 3/8"

5 1/4"

81 3/8"

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION


## Division of Land Restoration Office of Special Reclamation

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

Permit Name  
Permit Number

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

BUYER CB-23	PAGE 34	REQ. OR PO NO. DEP15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

 <p><b>STATE OF WEST VIRGINIA</b>  <b>DEPARTMENT OF ENVIRONMENTAL PROTECTION</b></p>	<p><b>Division of Land Restoration</b>  <b>Office of Special Reclamation</b></p> <p>Project Cost: \$XXX,XXX.00</p> <p>Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies</p>	<p>Permit Name _____</p> <p>Permit Number _____</p> <p>Contractor: Joe Smith Contracting _____ Project Start Date: 01/01/01</p>
17 1/2"	9 1/2"	4 7/8"
1 1/4"	1 1/4"	1 1/4"
1/4"	1/4"	1/4"
1 1/4"	1 1/4"	1 1/4"
3 3/4"	3 3/4"	3 3/4"
6"	1 1/4"	1 1/4"

Earl Ray Tomblin,  
 Governor



Randy C Huffman,  
 Cabinet Secretary

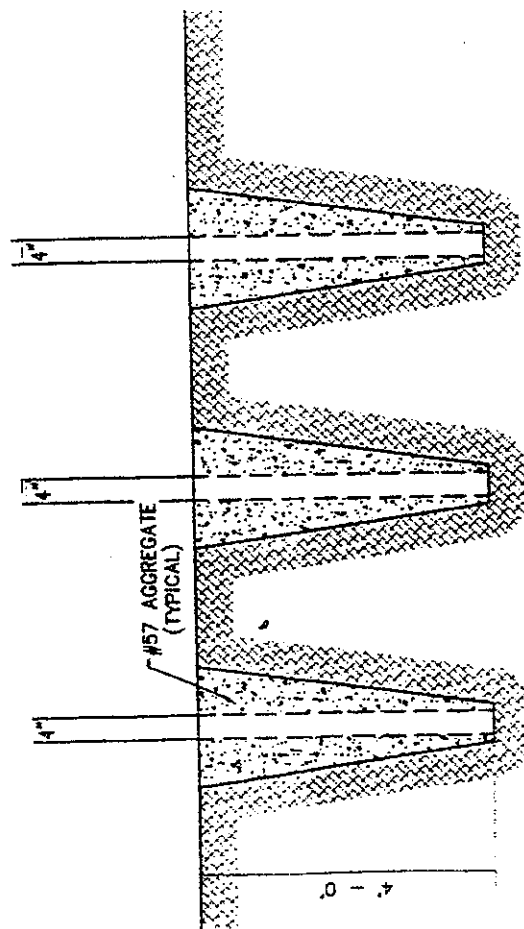
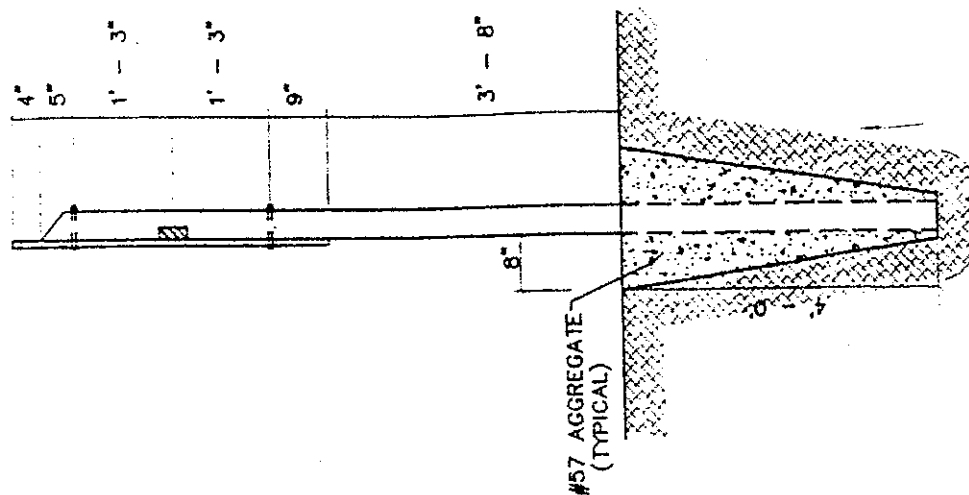
**DLR**

Ken Ellison,  
 Director

BUYER CB-23	PAGE 35	REQ. OR PO NO. DEP15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

Notes:

1. Sign Board to be  $\frac{3}{4}$ " 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  $\frac{3}{8}$ " X 5" Galvanized Carriage Bolts
5. Posts are to be treated 4" X 4" X 12'
6. Location to be determined by WVDEP



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

BUYER CB-23	REQ. OR PO NO. DEP15346
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**Lo-Ming Coal Corp.**  
**U-5049-87**

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EXISTING SITE PLAN .....	2
EXISTING SITE PLAN CONTINUED.....	3
RECLAMATION SITE PLAN .....	4
RECLAMATION SITE PLAN CONT.....	5
EXISTING SITE PLAN - ELEVATIONS.....	6
CRITICAL CONTROL ELEVATIONS FOR REGRADED SITE DRAINAGE..	7
BURIED GAS LINE - APPROX. DEPTHS.....	8
MINE FACE-UP TYPICAL BACKFILL X-SECTION .....	9
TYPICAL X-SECTION - ROCK DRAINAGE BUTTRESS.....	10
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**OFFICE OF SPECIAL  
RECLAMATION**

**DRAWING LIST**

SCALE:

DRAWN BY:

DATE:

PROJECT NO:



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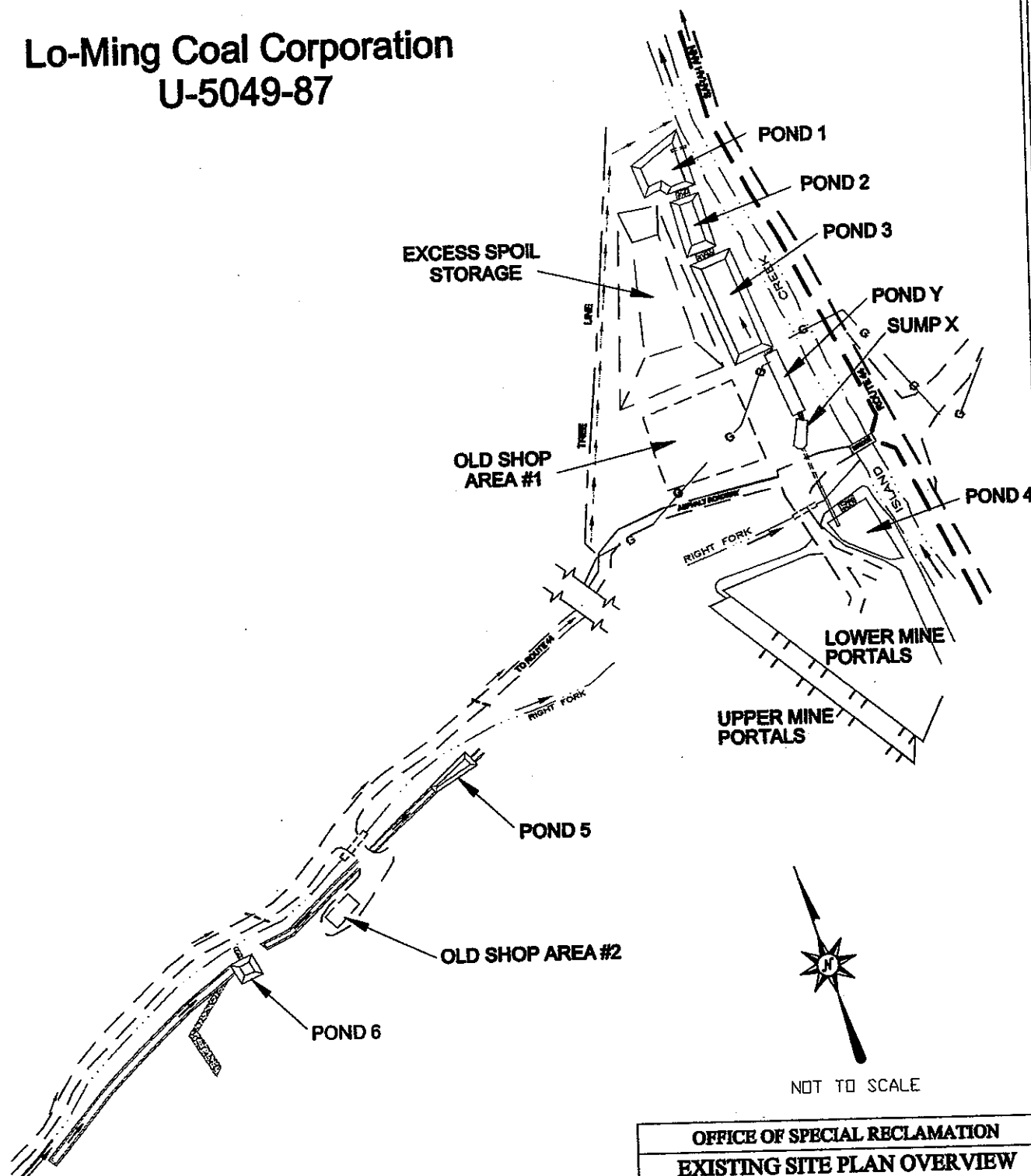
BUYER  
 CB-23

REQ. OR PO NO.  
 DEP 5346

SPENDING UNIT  
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
 PROTECTION / SPECIAL RECLAMATION

Drawing 1

# Lo-Ming Coal Corporation U-5049-87



OFFICE OF SPECIAL RECLAMATION  
 EXISTING SITE PLAN OVERVIEW

SCALE:

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DATE:

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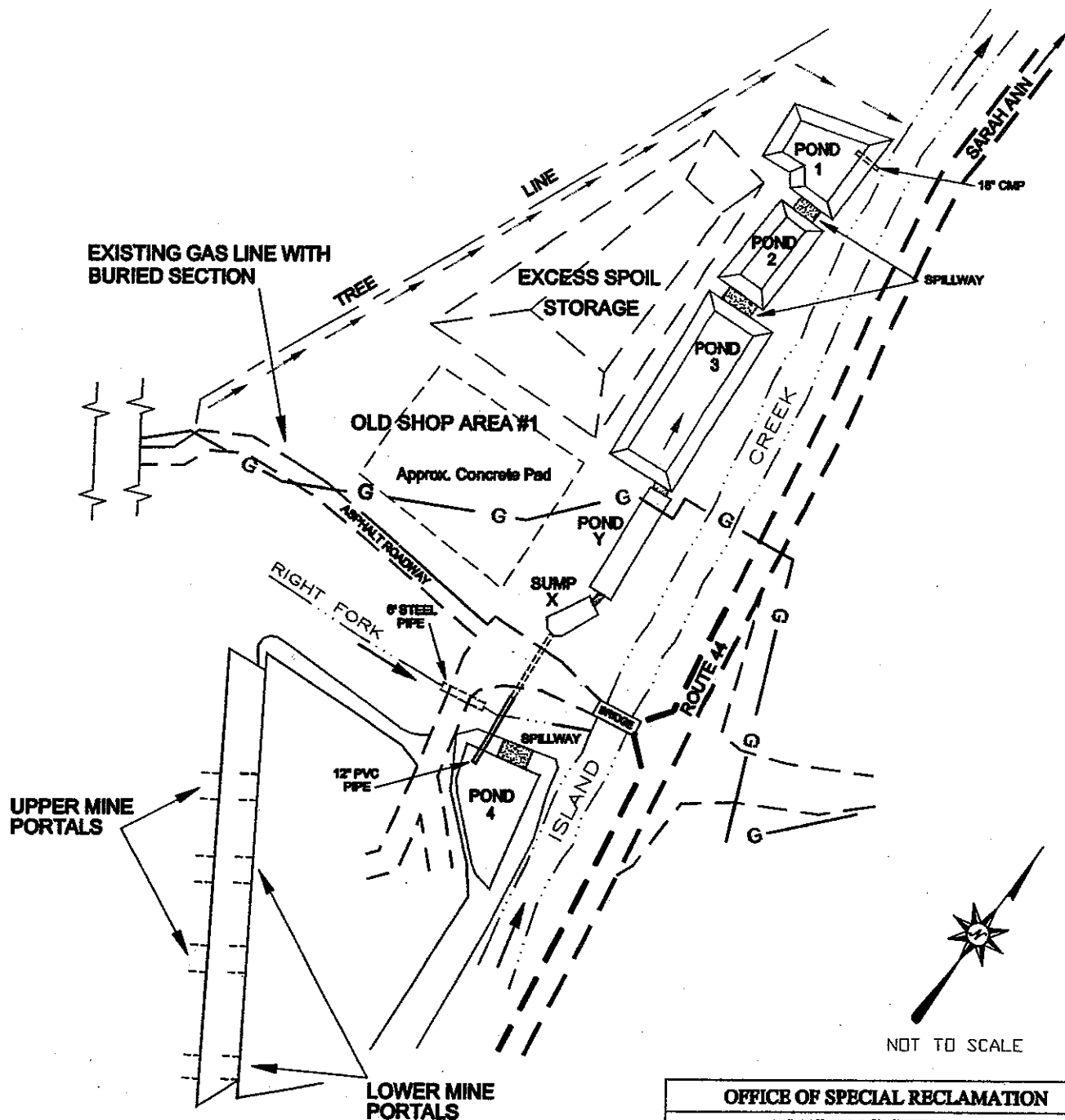
BUYER  
 CB-23

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Drwaing 2

# Lo-Ming Coal Corporation U-5049-87



OFFICE OF SPECIAL RECLAMATION

EXISTING SITE PLAN

SCALE:

DRAWN BY:

DATE:

PROJECT NO:

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

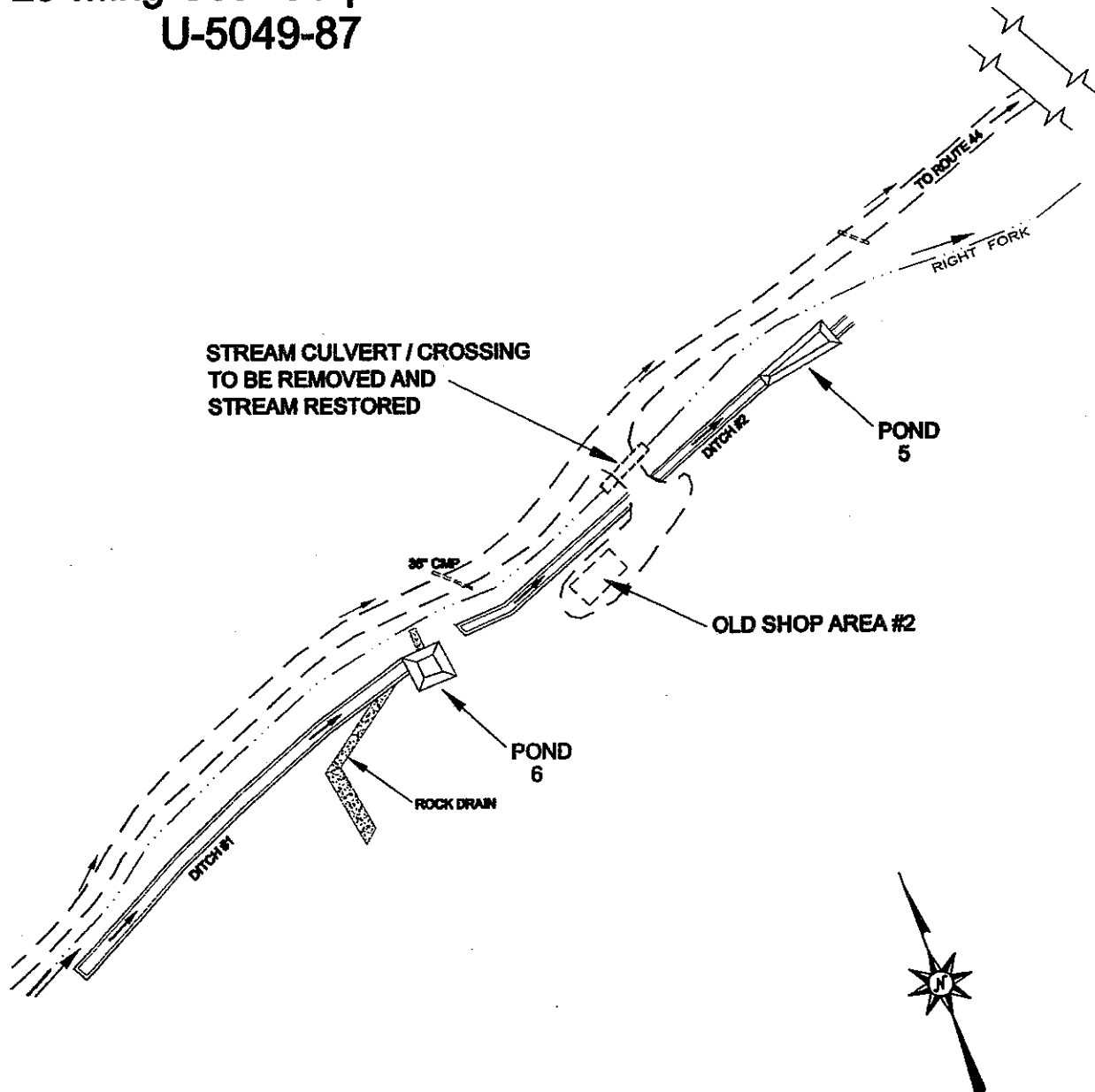
BUYER  
 CB-23

REQ. OR PO NO.  
 DEP 15346

SPENDING UNIT  
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
 PROTECTION / SPECIAL RECLAMATION

Drawing 3

# Lo-Ming Coal Corporation U-5049-87



NOT TO SCALE

OFFICE OF SPECIAL RECLAMATION

EXISTING SITE PLAN CONT.

SCALE:

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DATE:

PROJECT NO:

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

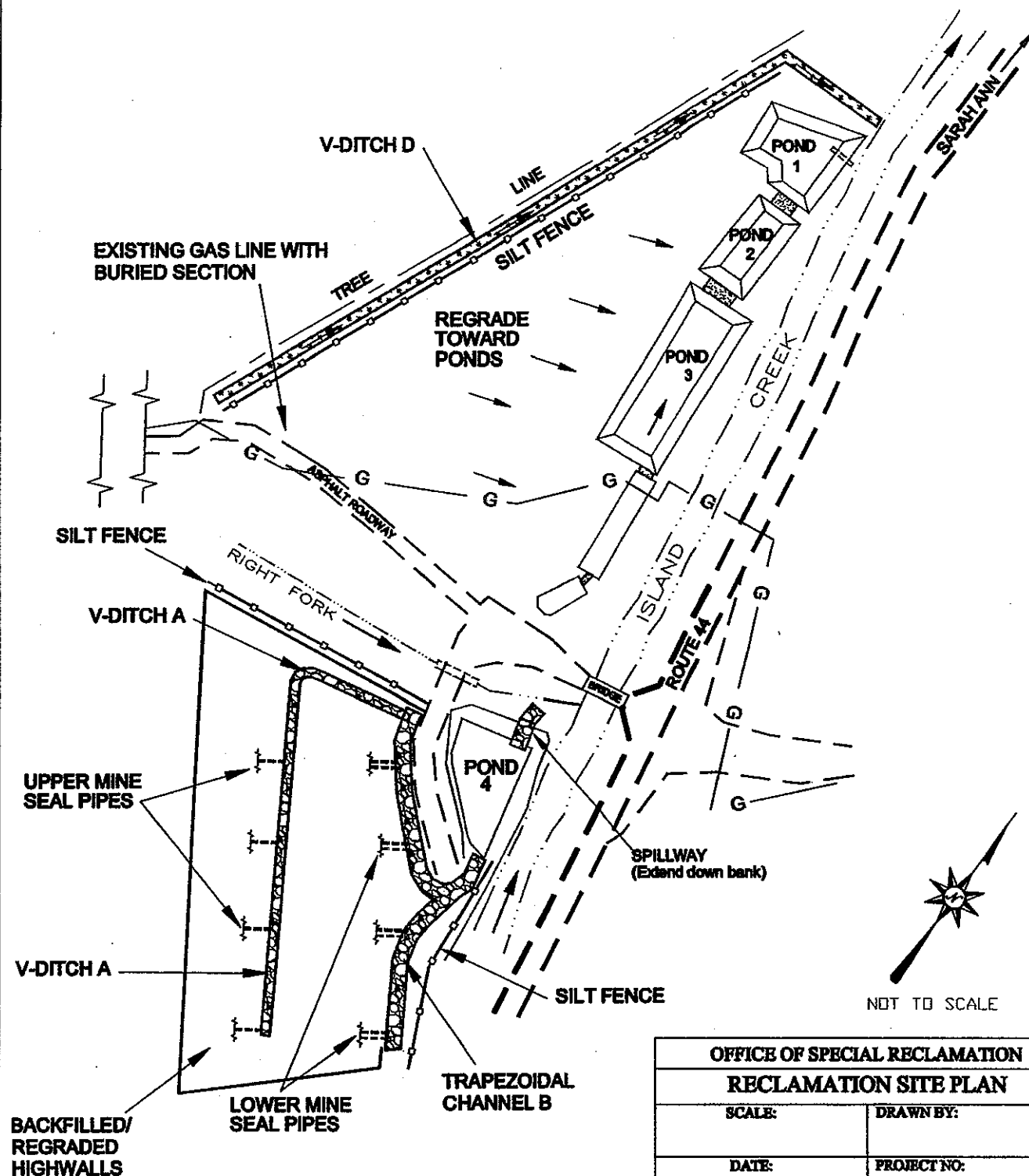
BUYER  
 CB-23

REQ. OR PO NO.  
 DEP 15346

SPENDING UNIT  
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
 PROTECTION / SPECIAL RECLAMATION

— Drawing 4

# Lo-Ming Coal Corporation U-5049-87



OFFICE OF SPECIAL RECLAMATION

RECLAMATION SITE PLAN

SCALE:

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DATE:

PROJECT NO:

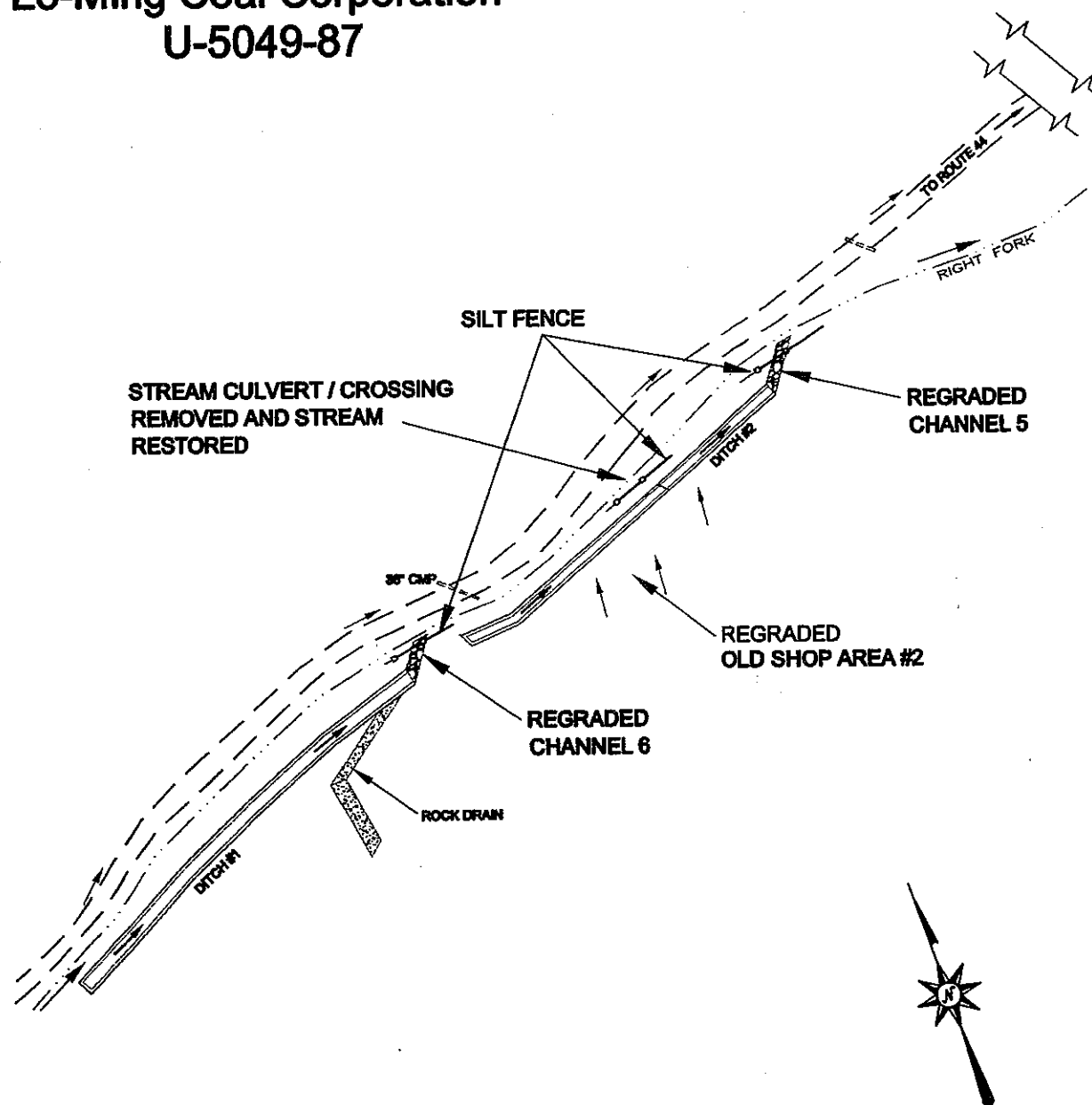
WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR:

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

REQ. OR PO NO.  
 DEP 15346

Drawing 5

# Lo-Ming Coal Corporation U-5049-87



NOT TO SCALE

OFFICE OF SPECIAL RECLAMATION  
 RECLAMATION SITE PLAN CONT.

SCALE:

DRAWN BY:

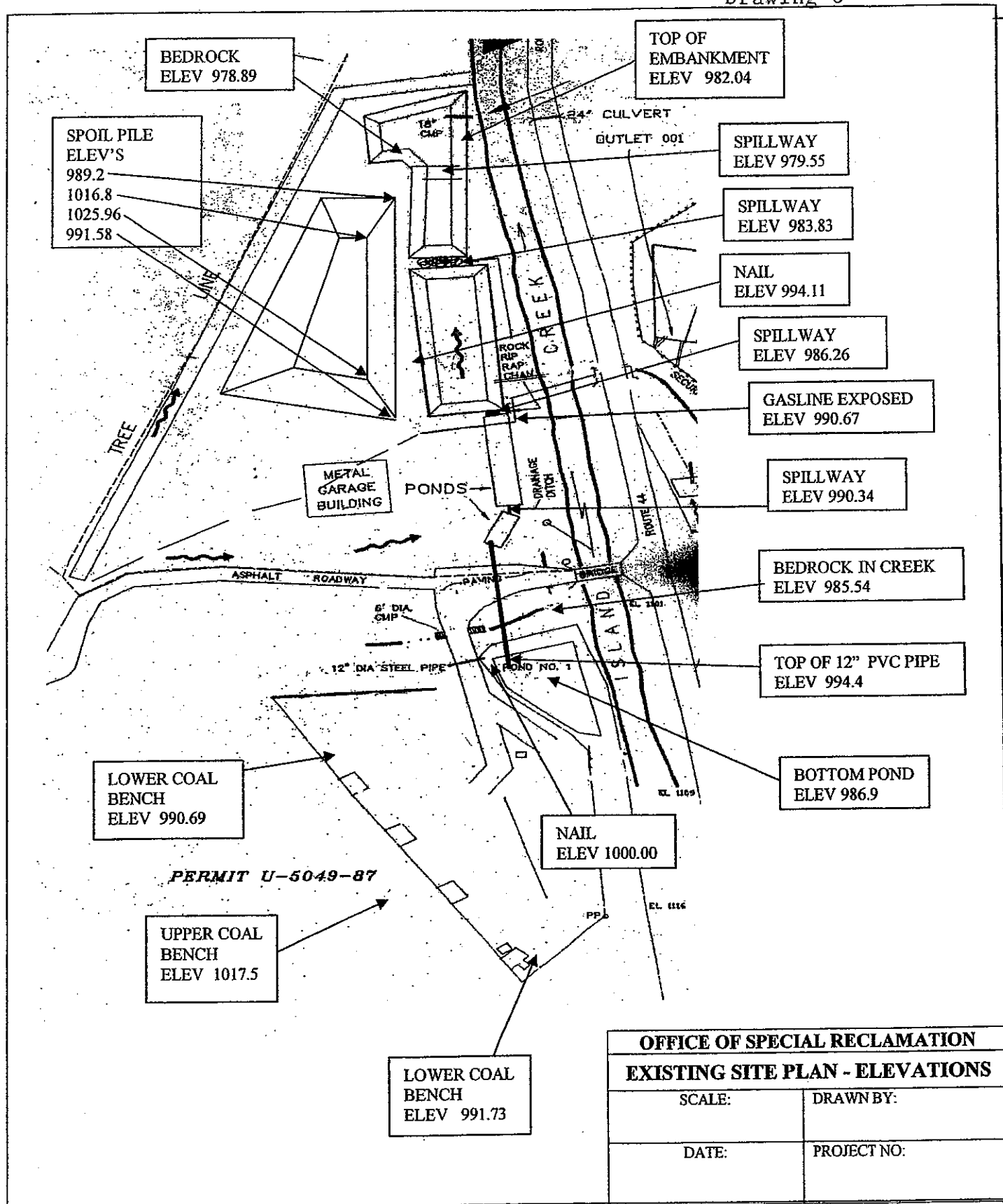
DATE:

PROJECT NO:

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

BUYER CB-23	REQ. OR PO NO. DEP 15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

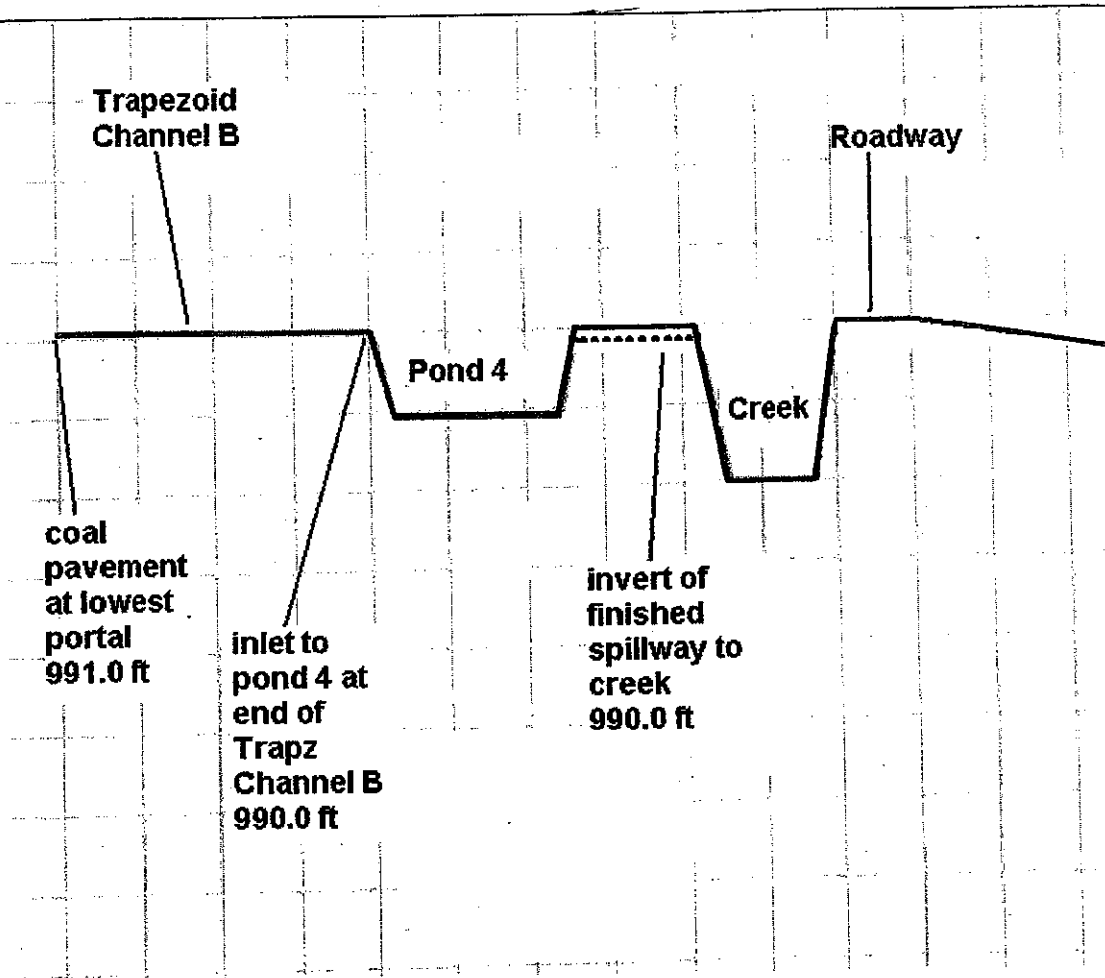
Drawing 6



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

BUYER CB-23	REQ. OR PO NO. DEP 15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

Drawing 7



ELEVATIONS PROVIDED REPRESENT PROJECTED MAXIMUM ALLOWABLE  
 ELEVATIONS AT KEY CONTROL POINTS. POSITIVE FLOW THROUGHOUT THE  
 ENTIRE SYSTEM WILL BE REQUIRED.

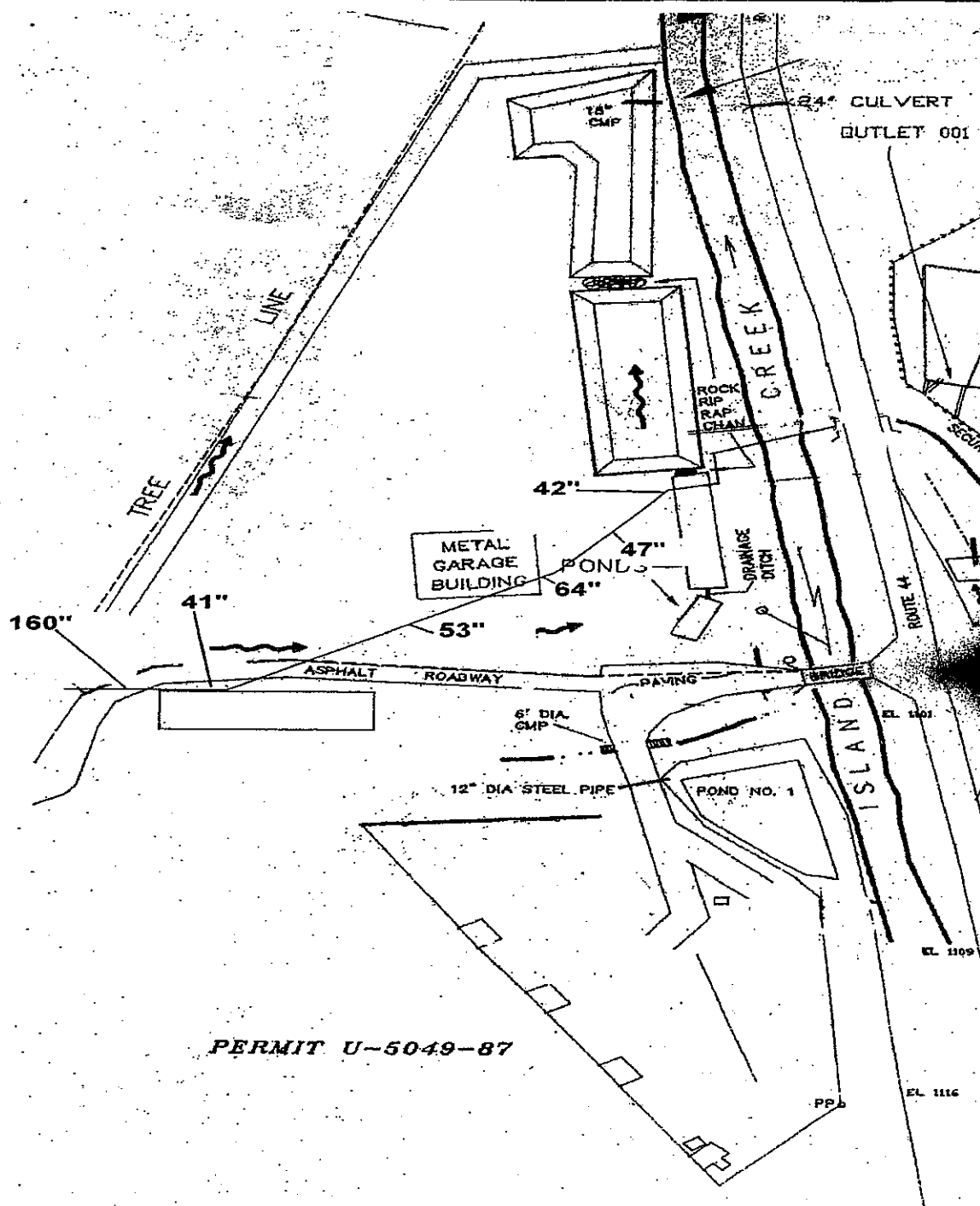
MODIFICATIONS MAY BE ALLOWED WITH PRIOR WVDEP APPROVAL.

OFFICE OF SPECIAL RECLAMATION CRITICAL CONTROL ELEVATIONS FOR REGRADED SITE DRAINAGE	
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. DEP 15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

Drawing 8



PERMIT U-5049-87

**BURIED GAS LINE:**  
**DEPTH OF BURIAL**  
**SHOWN AT POINTS.**  
**DISTANCE BETWEEN**  
**POINTS APPROXIMATE.**  
**NOT TO SCALE**

OFFICE OF SPECIAL RECLAMATION	
BURIED GAS LINE - APPROX. DEPTHS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

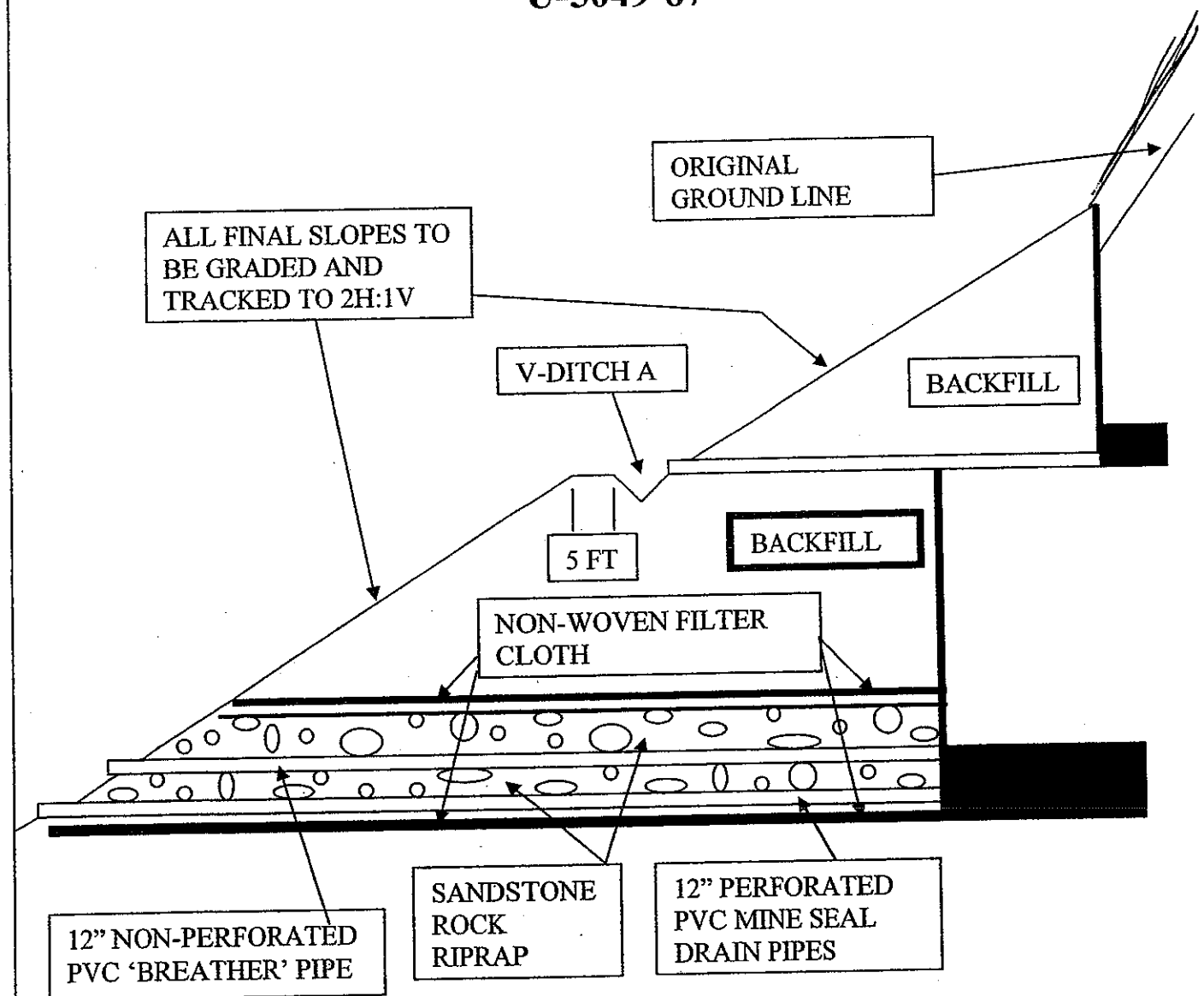


WV-36a STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
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Drawing 9

# **Lo-Ming Coal Corp.** **U-5049-87**



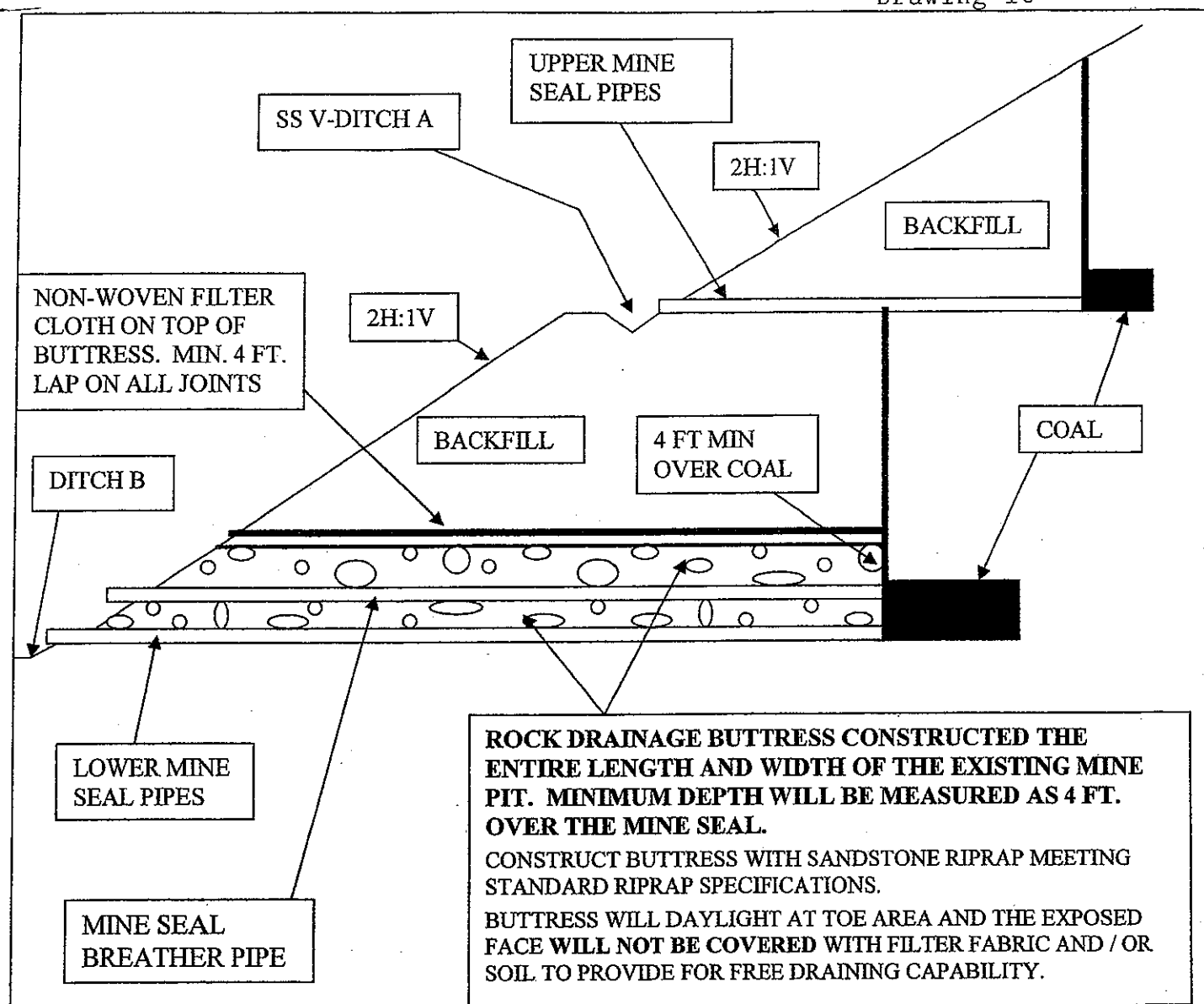
**NOTE:** SPECIFICATIONS FOR UPPER AND LOWER MINE SEAL INSTALLATIONS ARE PROVIDED ON SEPARATE DETAIL PAGES.

OFFICE OF SPECIAL RECLAMATION	
Mine Face Up Typical Backfill X-Section	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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

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

Drawing 10



**Lo-Ming Coal Corp.**  
**U-5049-87**

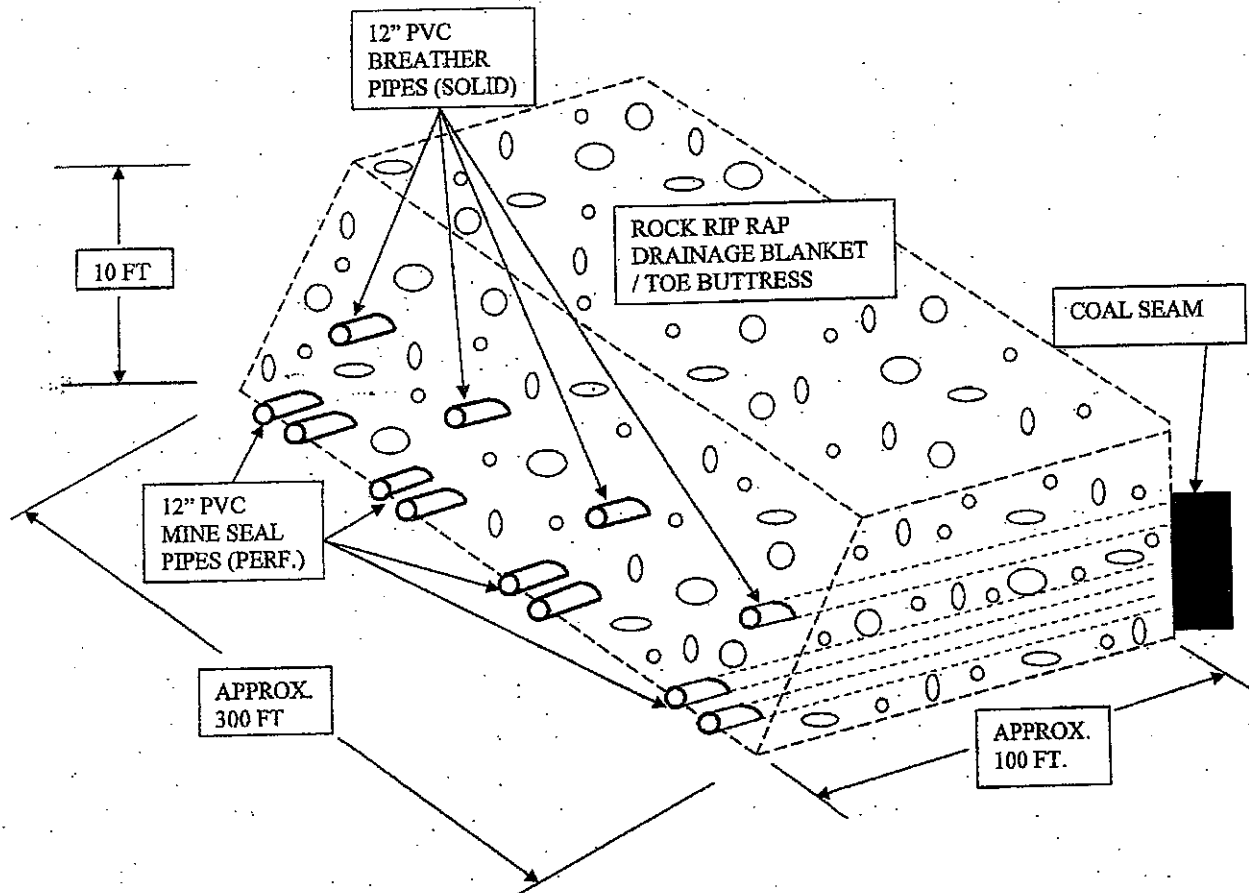
OFFICE OF SPECIAL RECLAMATION	
TYPICAL X-SECT - ROCK DRAINAGE BUTTRESS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	REQ. OR PO NO. DEP 15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

Drawing 11

**Lo-Ming Coal Corp.  
 U-5049-87**



ROCK TOE DRAINAGE BLANKET WILL BE CONSTRUCTED OF SANDSTONE ROCK RIPRAP MEETING THE STANDARD SPECIFICATIONS. ROCK WILL BE FREE OF EXCESSIVE FINES AND DIRT.

THE ROCK BLANKET WILL MEET THE APPROXIMATE DIMENSIONS SHOWN IN THE TYPICAL DRAWING AND WILL EXTEND FROM THE HIWALL OUTWARD TO DAYLIGHT ON THE FRONT WITH A 2 H : 1 V SLOPE TYING INTO THE BACKFILLED SLOPE ABOVE.

THE ROCK BLANKET WILL BE 100% COVERED ON TOP WITH NON-WOVEN ENGINEERING FABRIC MEETING STANDARD SPECIFICATIONS. ALL FABRIC WILL BE LAPPED FOUR (4) FEET WHERE LAPPING IS REQUIRED TO JOIN FABRIC SECTIONS. FABRIC WILL BE PLACED AND ANCHORED DOWN PRIOR TO ANY BACKFILL MATERIAL BEING PLACED ON TOP.

MINE SEAL PIPES AND BREATHER PIPES WILL BE CONSTRUCTED TO EXTEND THRU THE ROCK DRAINAGE BLANKET AND DAYLIGHT ON THE FRONT SURFACE. ALL PIPES WILL BE PROTECTED BY BEDDING IN FINER MATERIAL AND WRAPPING IN FILTER CLOTH AS SHOWN IN MINE SEAL TYPICAL DRAWINGS FOR LOWER MINE SEALS.

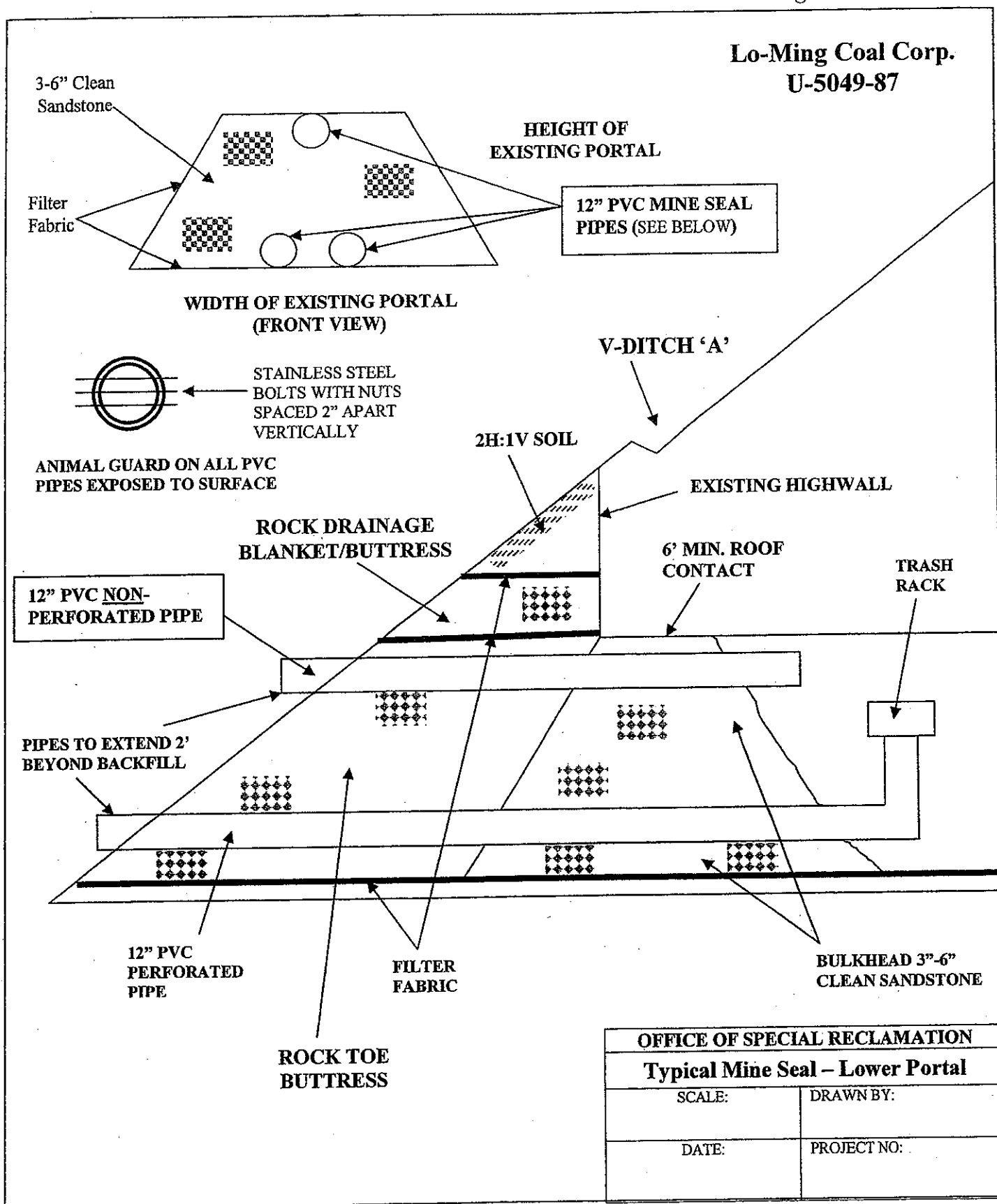
OFFICE OF SPECIAL RECLAMATION ROCK TOE BLANKET / BUTTRESS TYPICAL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	REQ. OR PO NO. DEP15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

Drawing 12

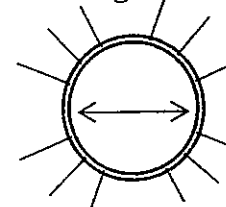
**Lo-Ming Coal Corp.**  
**U-5049-87**



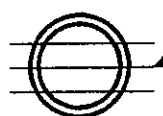
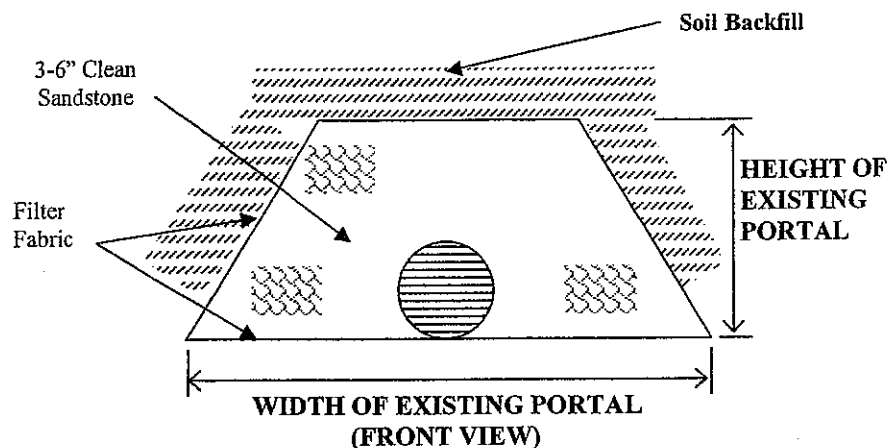
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BUYER CB-23	REQ. OR PO NO. DEP 15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

Drawing 13

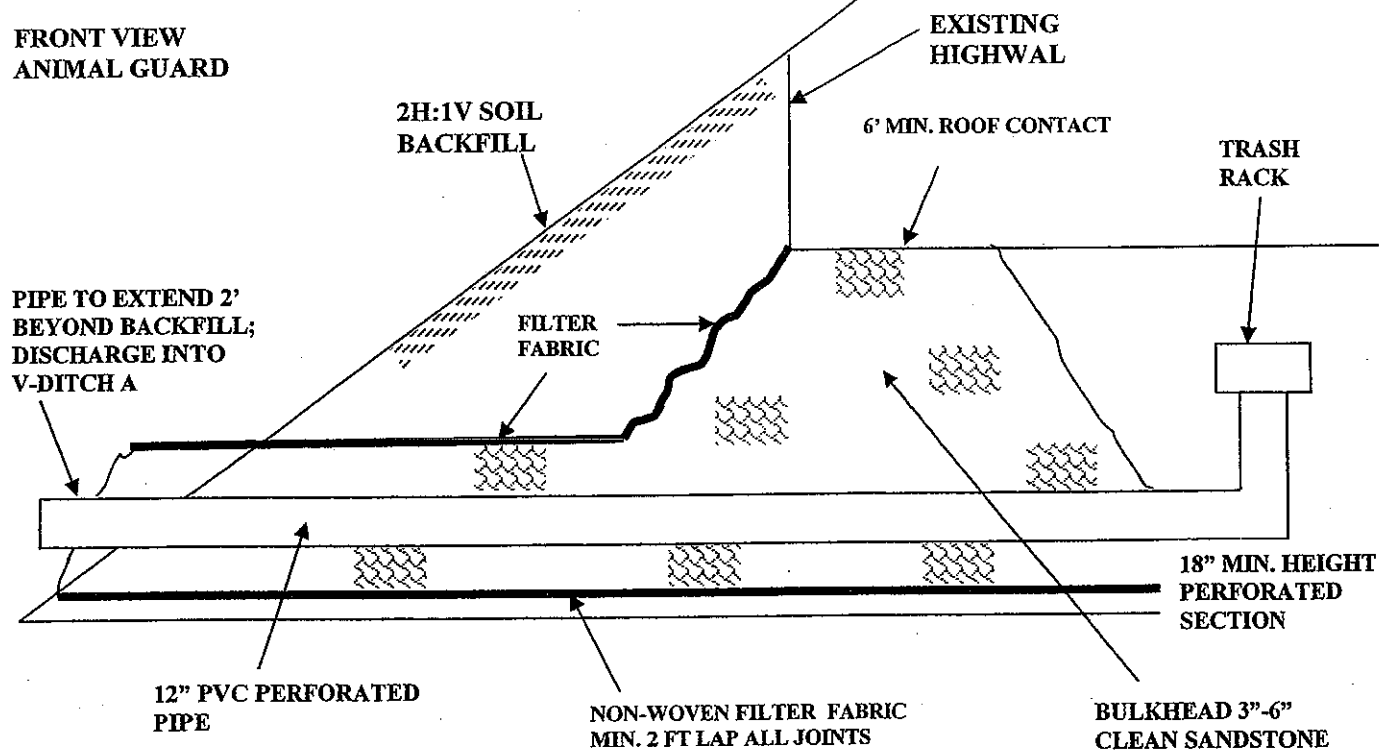


Diameter of Drill Holes will be 3/8" and spaced 6" apart along the length of the pipe. Refer to the detail for the hole spacing along the circumference of the pipe. Holes will be drilled on both sides of pipe at angles of 22.5°, 45° and 67.5°.



STAINLESS STEEL  
 BOLTS WITH NUTS  
 SPACED 2" APART  
 VERTICALLY

FRONT VIEW  
 ANIMAL GUARD



Lo-Ming Coal Corp.  
 U-5049-87

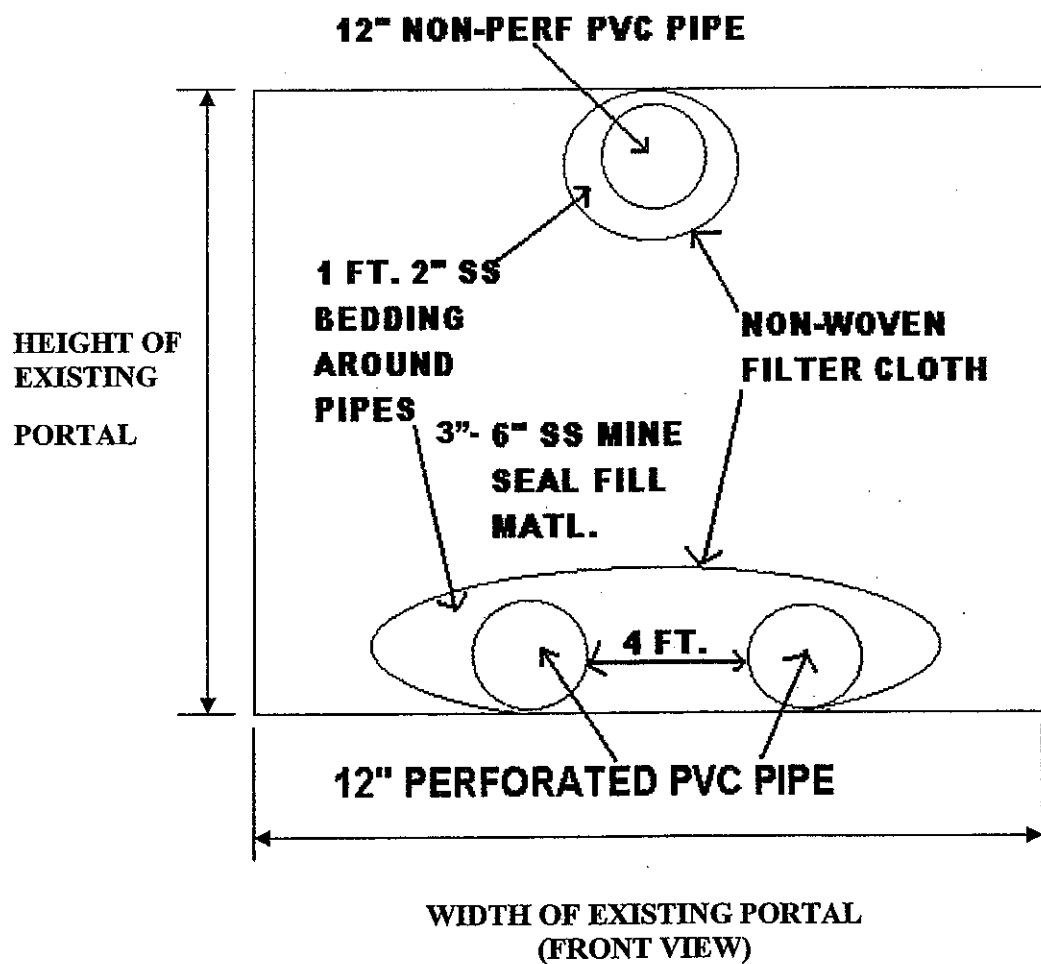
OFFICE OF SPECIAL RECLAMATION	
TYPICAL MINE SEAL - UPPER PORTAL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	...	REQ. OR PO NO. DEP15346
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Drawing 14

**Lo-Ming Coal Corp.  
 U-5049-87**



**Note: The 12" PVC pipes (perforated and non-perforated) will be bedded in one (1) foot of two (2) inch sandstone which will surround the pipes on all sides. The 2" stone bedding will be wrapped in non-woven filter fabric.**

OFFICE OF SPECIAL RECLAMATION TYPICAL MINE SEAL PIPE DETAILS - LOWER SEAL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

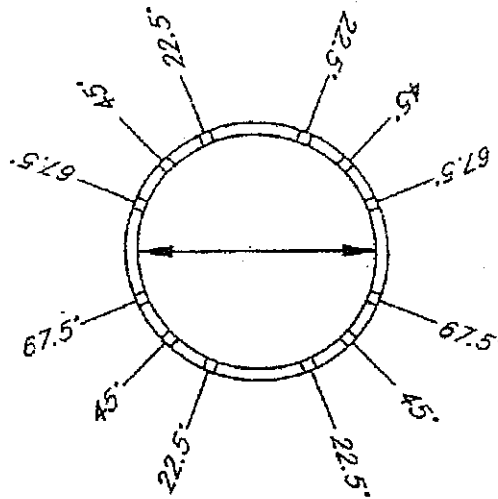
WV-36a STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

BUYER CB-23	REQ. OR PO NO. DEP 15346
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Drawing 15

**Lo-Ming Coal Corp.**  
**U-5049-87**

DIAMETER OF DRILL HOLES WILL BE 3/8" AND SPACED 6" APART ALONG  
 THE LENGTH OF THE PIPE. REFER TO THE DETAIL BELOW FOR THE  
 HOLE SPACING ALONG THE CIRCUMFERENCE OF THE PIPE.



**PIPE PERFORATIONS**  
**DETAIL**

FOR USE WITH ALL 12" PVC  
 MINE SEAL PIPES

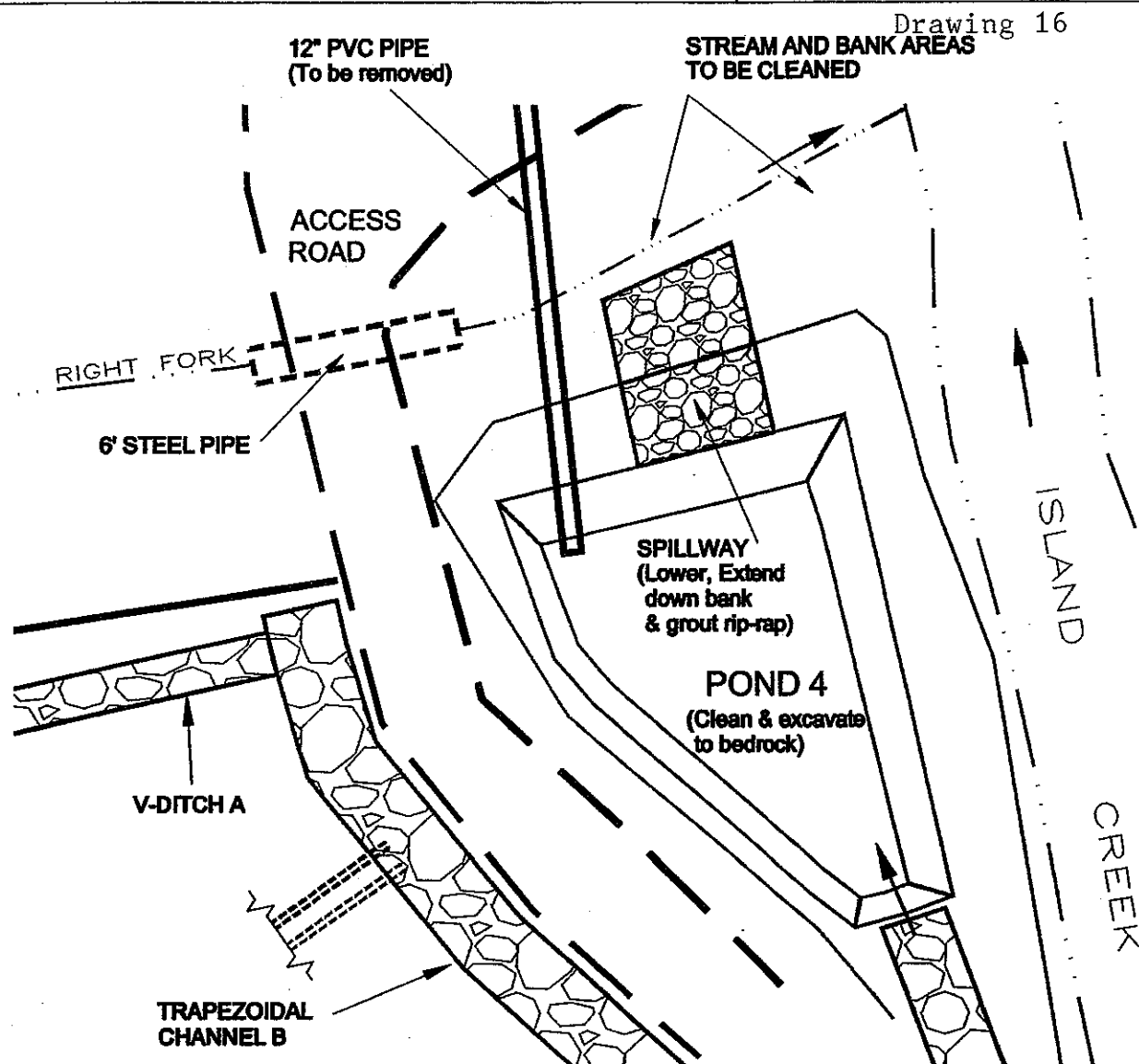
OFFICE OF SPECIAL RECLAMATION	
TYPICAL MINE SEAL PIPE PERFORATIONS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
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 PROTECTION / SPECIAL RECLAMATION



POND 4 WILL BE RECONSTRUCTED BY CLEANING OUT TO A MINIMUM DEPTH OF 5 FEET (OR TO BEDROCK) BELOW THE ELEVATION OF THE NEW OPEN SPILLWAY. THE POND SIZING WILL APPROXIMATE THE ORIGINAL SIZE AND SHAPE AND BE DETERMINED BY THE FINAL LOCATIONS OF REGRADED HIGHWALL SLOPE TOE, TRAPEZOIDAL CHANNEL B AND ACCESS ROAD.

THE POND BERM ON THE ISLAND CREEK SIDE OF THE POND SHALL NOT BE DISTURBED. ANY LEAKAGE CREATED ON THE BERM SIDE SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.

**Lo-Ming Coal Corporation**  
**U-5049-87**



NOT TO SCALE

**OFFICE OF SPECIAL RECLAMATION**

**POND 4 RECONSTRUCTION**

SCALE:

DRAWN BY:

DATE:

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Drawing 17

**Lo-Ming Coal Corporation  
 U-5049-87**

**POND 4  
 WILL BE CLEANED TO A MINIMUM WORKING  
 DEPTH OF FIVE (5) FEET (OR BEDROCK)  
 BELOW THE INVERT OF THE NEW EXIT  
 SPILLWAY**

OFFICE OF SPECIAL RECLAMATION	
TYPICAL POND DEPTHS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

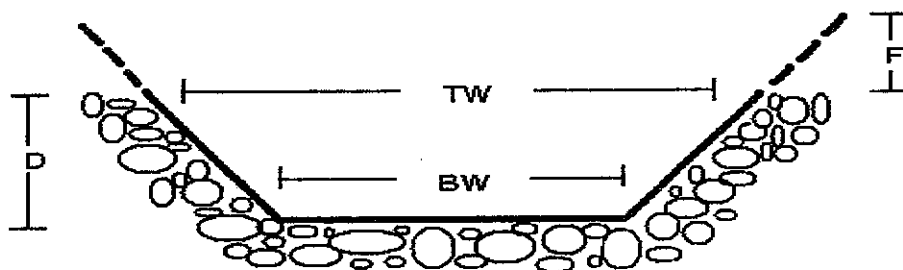
WV-36a STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

BUYER CB-23	REQ. OR PO NO. DEP 15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

Drawing 18

**Lo-Ming Coal Corporation  
 U-5049-87**

**TYPICAL TRAPEZOIDAL AND REGRADED CHANNEL  
 X-SECTION**



	<b>D</b>	<b>BW</b>	<b>TW</b>	<b>MATERIAL</b>
TRAP. CHANNEL B	2 FEET	6 FEET	14 FEET	SS RIPRAP
SPILLWAY POND 4	2 FEET	6 FEET	14 FEET	GROUTED RIPRAP
REGRADED CHANNEL 5	2 FEET	5 FEET	13FEET	SS RIPRAP
REGRADED CHANNEL 6	2 FEET	5 FEET	13 FEET	SS RIPRAP

\*\*\*NOTE: ALL CHANNELS AND SPILLWAYS WILL HAVE 2H: 1V SIDESLOPES.

\*\*\*NOTE: ALL CHANNELS AND SPILLWAYS WILL HAVE ONE (1) FOOT OF FREEBOARD (F).

\*\*\*NOTE: ALL SPILLWAYS WILL BE CONSTRUCTED AND GROUTED TO EXTEND 1.5 FEET BELOW DESIGN WATERLINE ON THE INLET SIDE. SPILLWAY FOR POND 4 WILL EXTEND TO CREEK BED LEVEL ON DISCHARGE SIDE.

\*\*\*NOTE: RIPRAP WILL BE 1.5 FEET THICK IN ALL APPLICATIONS AND CONFORM TO STANDARD RIPRAP SPECS FOR SIZE RANGES AND COMPOSITION.

<b>OFFICE OF SPECIAL RECLAMATION</b>	
<b>TYPICAL CHANNEL/SPILLWAY X-SECT</b>	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

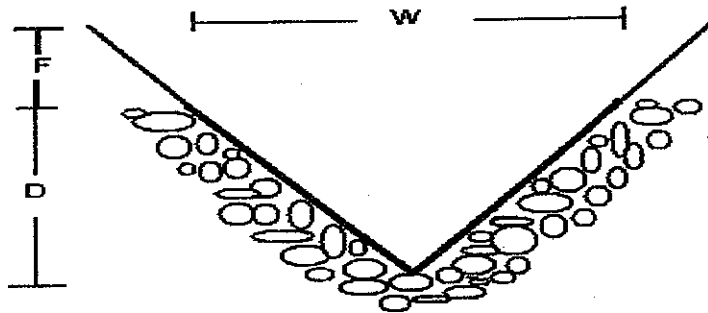
WV-36a STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

BUYER CB-23	REQ. OR PO NO. DEP 15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

Drawing 19

**LoMing Coal Corporation**  
**U-5049-87**

**TYPICAL V-DITCH X-SECTION**



	W	D	F	MATERIAL
V-DITCH A	8 FEET	2 FEET	1 FOOT	SS RIPRAP - UPPER AND DOWN SLOPE SECTIONS FULL GROUTED
V-DITCH D	8 FEET	2 FEET	1 FOOT	GRASSLINED THRU-OUT

NOTE: ALL SIDESLOPES ARE 2H:1V

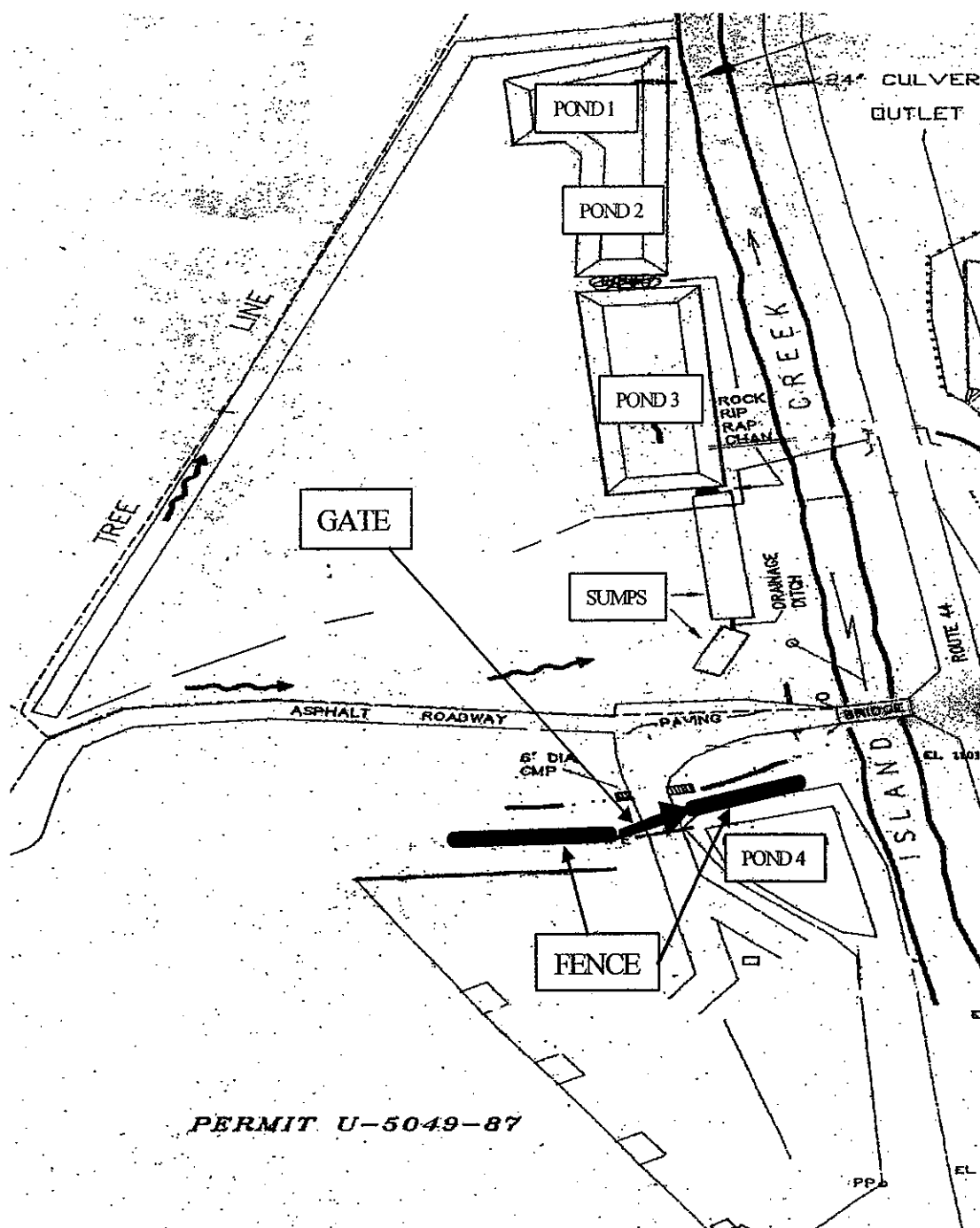
NOTE: RIPRAP WILL BE 1.5 FEET THICK IN V-DITCH A  
 AND CONFORM TO STANDARD RIPRAP SPECS  
 FOR SIZE RANGES AND COMPOSITION.

OFFICE OF SPECIAL RECLAMATION	
TYPICAL V-DITCH X-SECT	
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. DEP 15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

Drawing 20



PERMIT U-5049-87

**Lo-Ming Coal Corporation**  
**U-5049-87**

**OFFICE OF SPECIAL RECLAMATION**

**FENCE AND GATE LOCATIONS**

SCALE:

DRAWN BY:

DATE:

PROJECT NO:

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

BUYER  
CB-23

REQ. OR PO NO.  
DEP 15346

SPENDING UNIT  
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION / SPECIAL RECLAMATION

Drawing 21

# NOTES:

Posts and braces may be either round or square shaped. Dimensions shown on the Plans are for round posts and braces only. When square posts are used, line posts shall be 3" square (min.) braces 6" square (min.) corner, end, pull, gate, approach, and intermediate posts 6" square (min.).

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

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

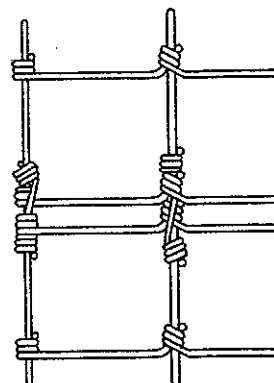
Install drainage structure terminal installations as called for on the plans and/or as shown on typical fence details.

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

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

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

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



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

TYPICAL WIRE FENCE SPLICE

LO-MING COAL CORP.  
U-5049-87

OFFICE OF SPECIAL RECLAMATION

FENCE SPECIFICATION 1

SCALE:

DRAWN BY:

DATE:

PROJECT NO:

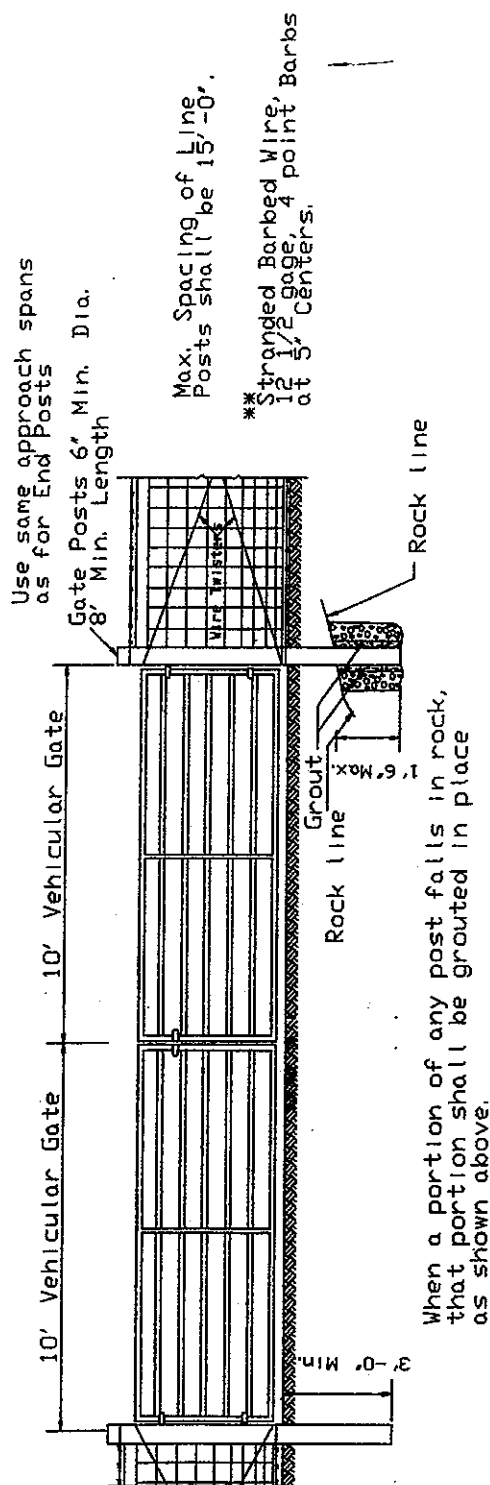
WV-36a STATE OF WEST VIRGINIA  
REV. 5-26-09 PURCHASING CONTINUATION SHEET  
VENDOR:

BUYER  
CB-23

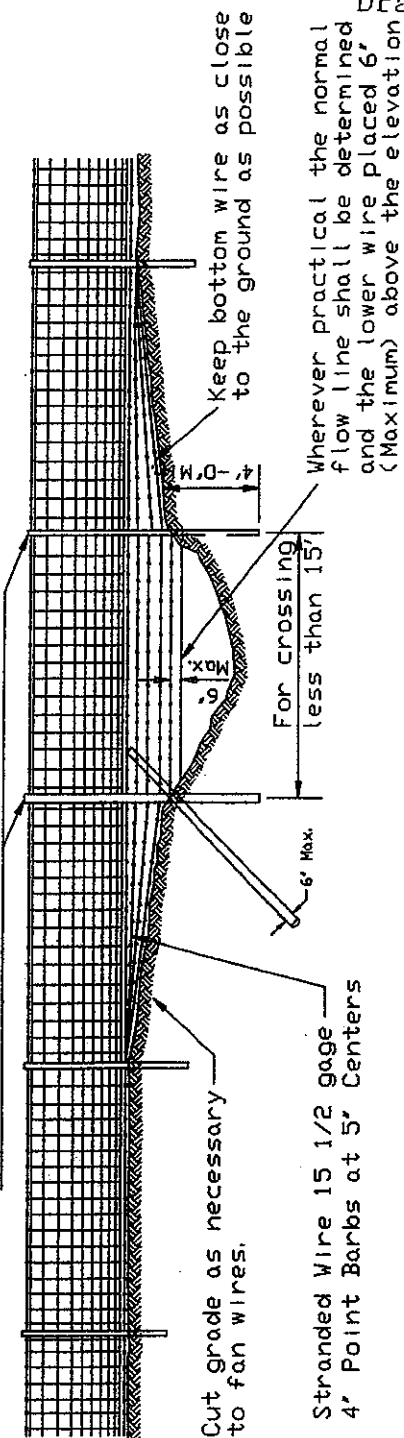
REQ. OR P.O. NO.  
DEP 15346

SPENDING UNIT  
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION / SPECIAL RECLAMATION

Drawing 22



Line Posts: 3' Min. Dia. up to and including heights 6.5' above ground line.



DETAIL SHOWING TYPICAL SECTION AT MINOR  
DEPRESSIONS AND WET WEATHER CROSSINGS

LO-MING COAL CORP.  
U-5049-87

OFFICE OF SPECIAL RECLAMATION

FENCE SPECIFICATION 2

SCALE:

DRAWN BY:

DATE:

PROJECT NO:

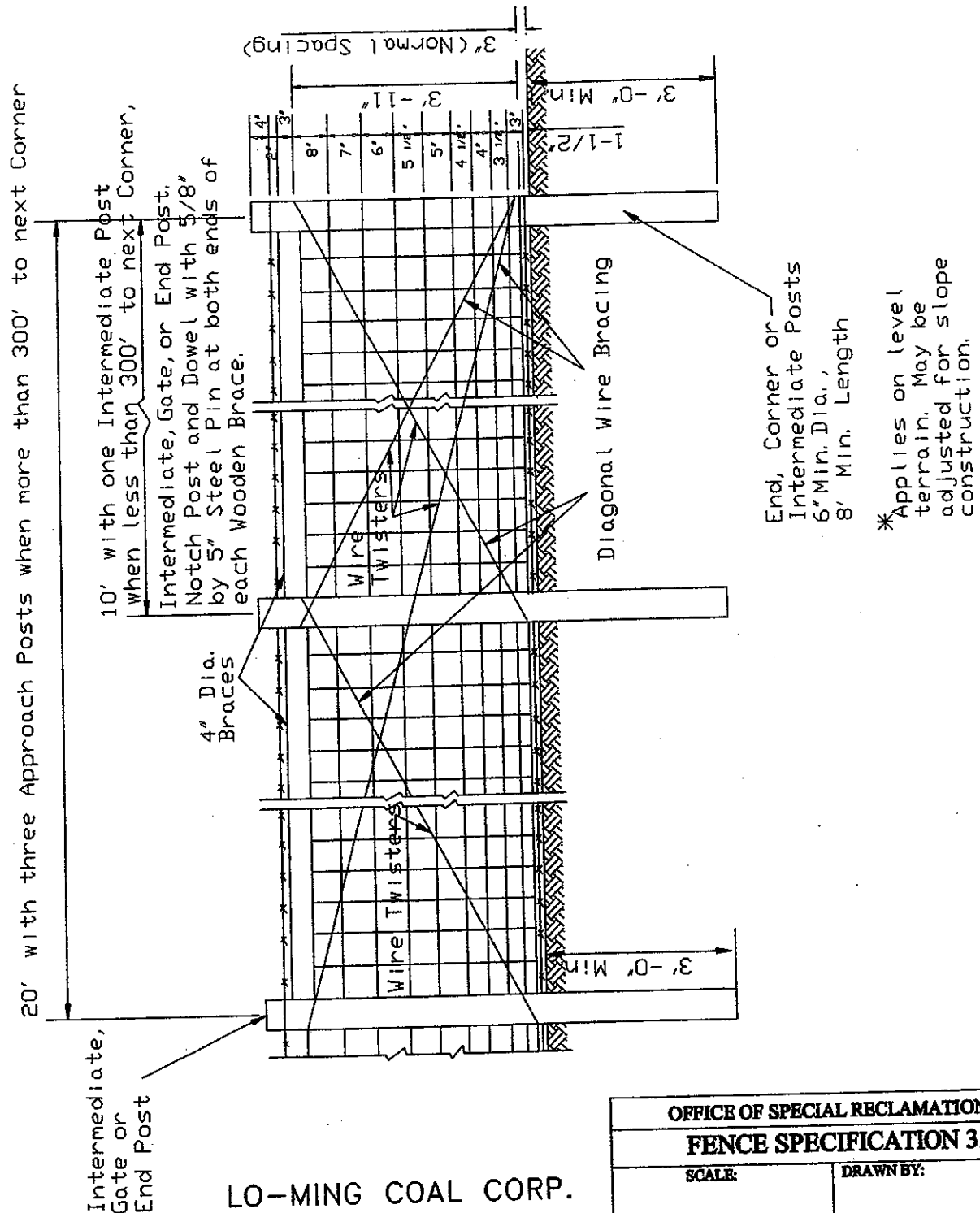
WV-36a STATE OF WEST VIRGINIA  
REV. 5-26-09 PURCHASING CONTINUATION SHEET  
VENDOR:

BUYER  
CB-23

REQ. OR PO NO.  
DEP 15346

SPENDING UNIT  
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION / SPECIAL RECLAMATION

Drawing 23



LO-MING COAL CORP.  
U-5049-87

OFFICE OF SPECIAL RECLAMATION

FENCE SPECIFICATION 3

SCALE:

DRAWN BY:

DATE:

PROJECT NO:

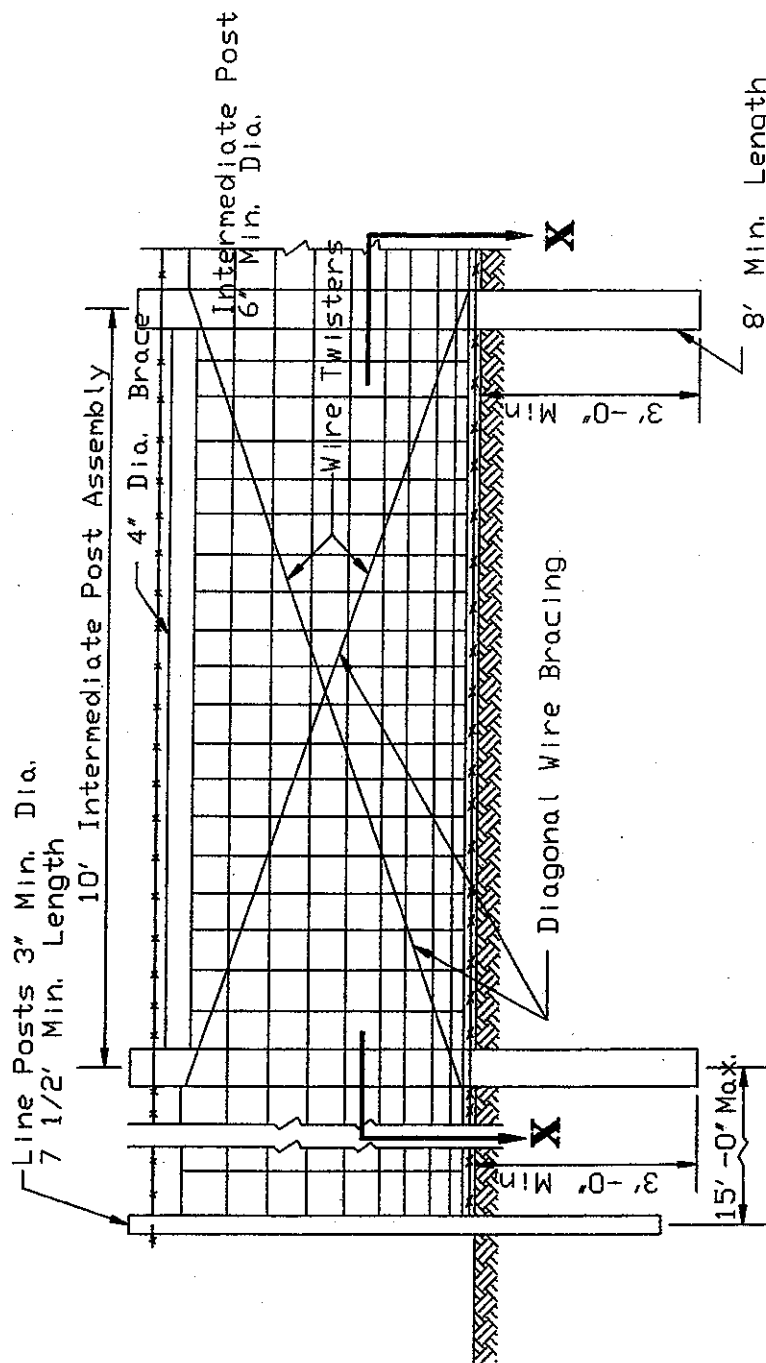
WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR:

BUYER  
 CB-23

REQ. OR PO NO.  
 DEP 15346

SPENDING UNIT  
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
 PROTECTION / SPECIAL RECLAMATION

Drawing 24



Not Less Than 3 Twists Tightly Wrapped

VIEW X-X

(Connection of Fencing Fabric to Intermediate Assembly Posts)

LO-MING COAL CORP.  
 U-5049-87

OFFICE OF SPECIAL RECLAMATION

FENCE SPECIFICATION 4

SCALE:

DRAWN BY:

DATE:

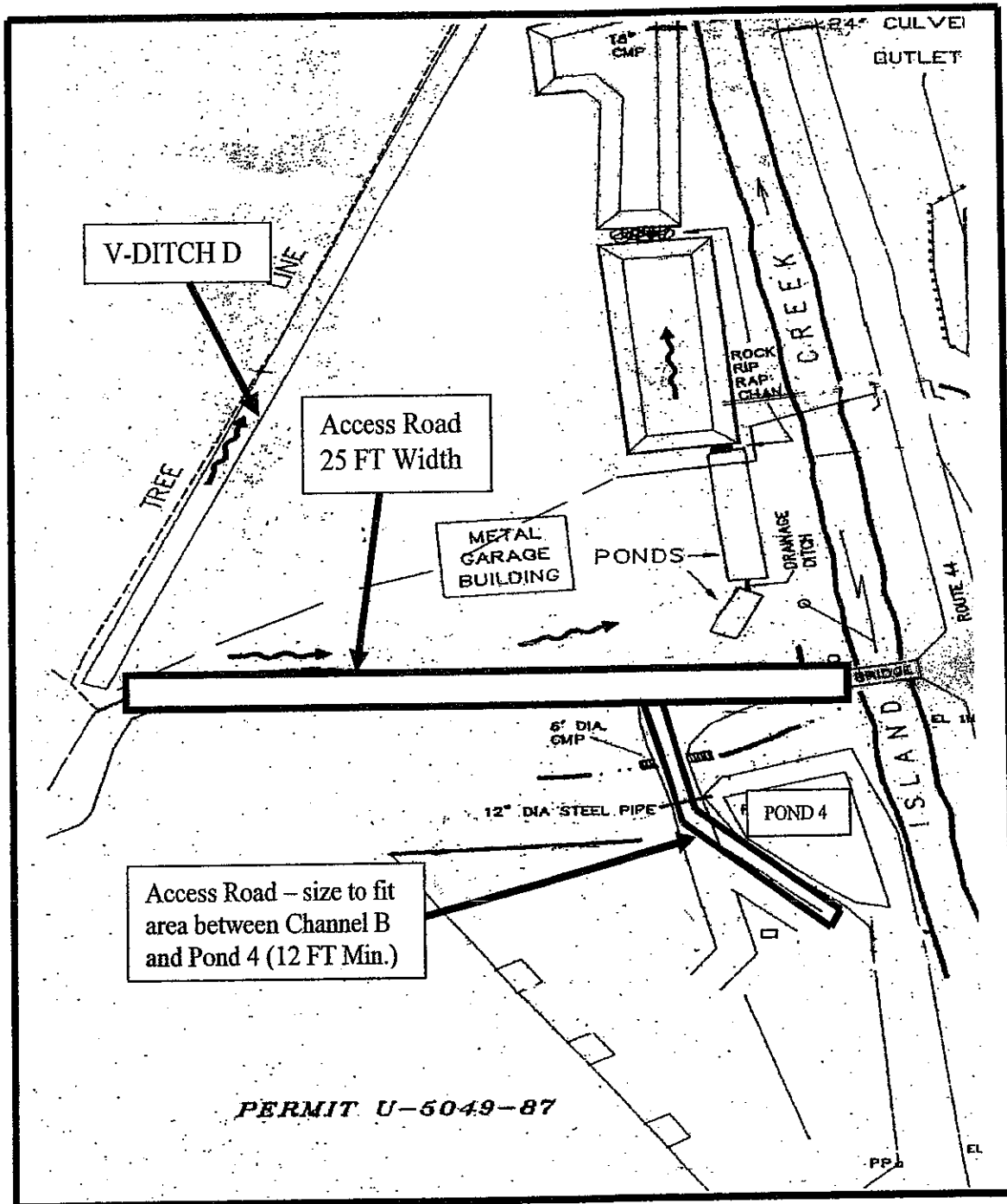
PROJECT NO:



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

BUYER CB-23	REQ. OR PO NO. DEP 15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

Drawing 25



**Lo-Ming Coal Corp.**  
**U-5049-87**

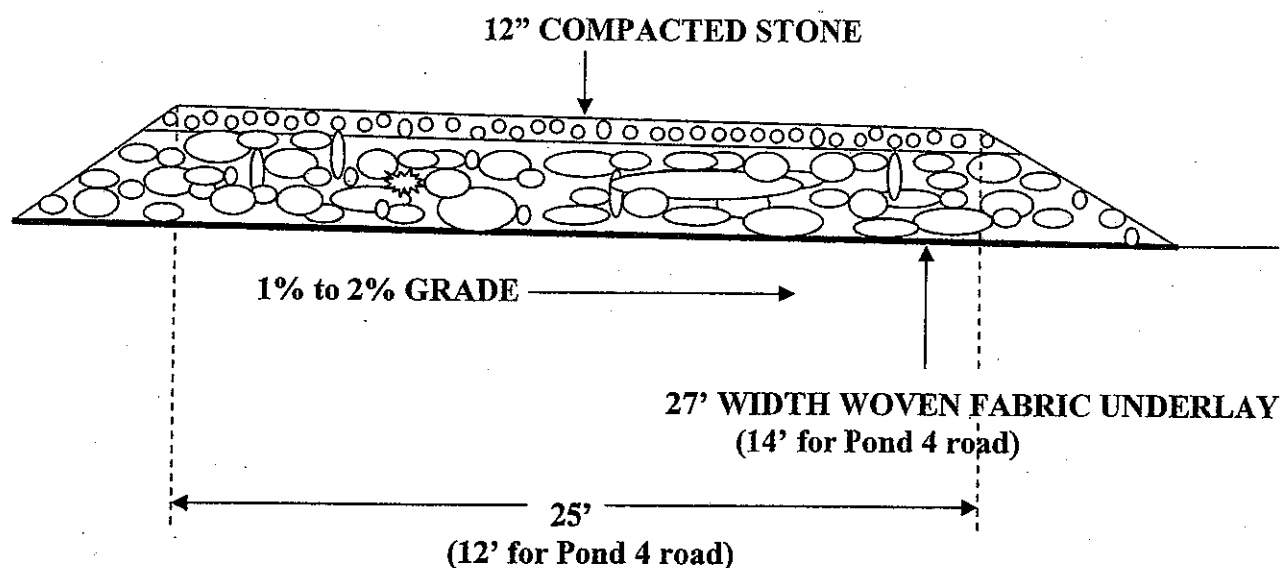
OFFICE OF SPECIAL RECLAMATION RESTORED / CONSTRUCTED ACCESS ROADS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	REQ. OR PO NO. DEP 15346
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

Drawing 26

**Lo-Ming Coal Corporation  
 U-5049-87**



**NOTE:** Road shall be constructed of crushed limestone meeting the following size specifications:

- Ten percent (10%) - 3.5" to 3",
- Twenty five percent (25%) - 3" to 2"
- The remaining sixty five percent (65%) - well graded at 2" to 3/4" to a total compacted depth of nine inches (9").  
 (As Per DOH Size Number One #1 Stone Specifications, compaction will be achieved by making 3 passes over stone with D-6 Dozer).
- The No. 1 stone shall then be covered with 1½ inch crusher run limestone so that the surface is choked off and a three (3) inch minimum layer remains on top, for a total compacted thickness of twelve (12) inches.

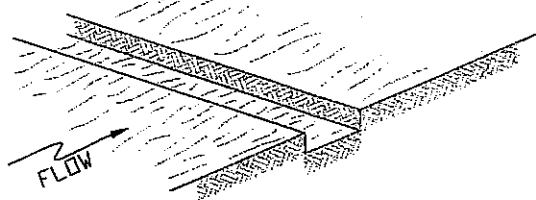
OFFICE OF SPECIAL RECLAMATION	
TYPICAL ACCESS ROAD	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

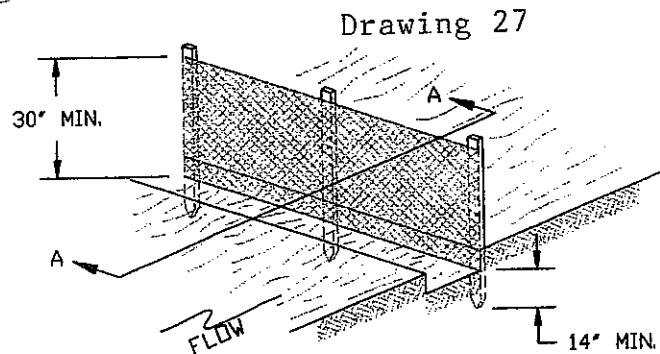
BUYER  
CB-23

REQ. OR PO NO.  
DEP 15346

SPENDING UNIT  
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION / SPECIAL RECLAMATION

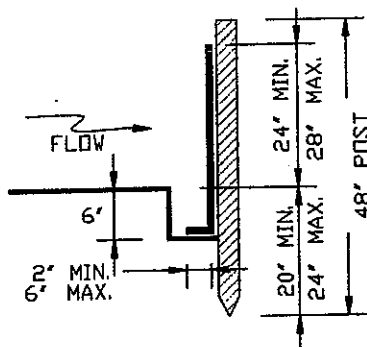


**1. EXCAVATE 6" X 6" TRENCH**

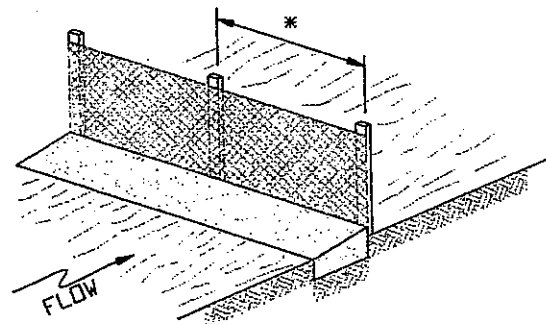


**2. PLACE FENCE AT BACK EDGE OF TRENCH  
(FABRIC FACING DIRECTION OF FLOW)**

**3. DRIVE POST UNTIL FABRIC REACHES BOTTOM OF TRENCH**

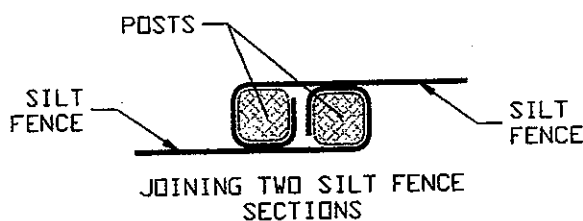


SECTION A-A



\* SEE SPECIFICATIONS FOR  
REQUIRED POST SPACING.

**4. FILL TRENCH WITH EMBANKMENT & TAMP**



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

LO-MING COAL CORP.  
U-5049-87

OFFICE OF SPECIAL RECLAMATION

SILT FENCE INSTALLATION

SCALE:

DRAWN BY:

DATE:

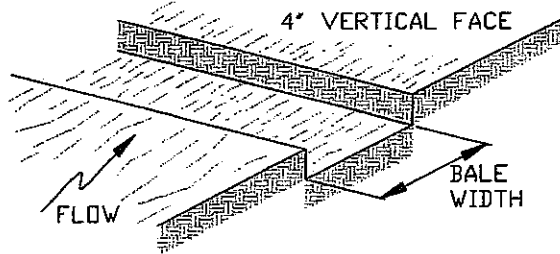
PROJECT NO:

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

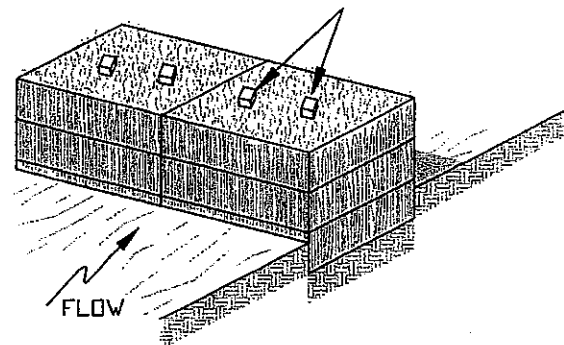
BUYER  
CB-23  
SPENDING UNIT  
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION / SPECIAL RECLAMATION

REQ. OR PO NO.  
DEP 15346

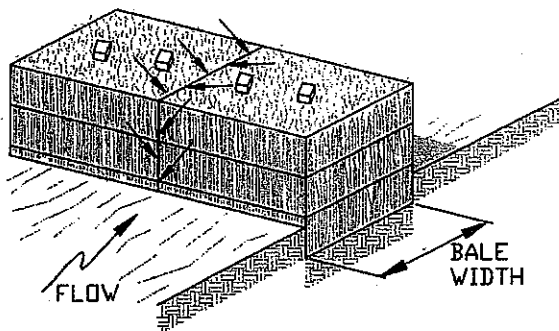
Drawing 28  
TWO (2) WOODEN 2"x2"  
STAKES PER BALE,  
DRIVEN 1' MIN. INTO GROUND



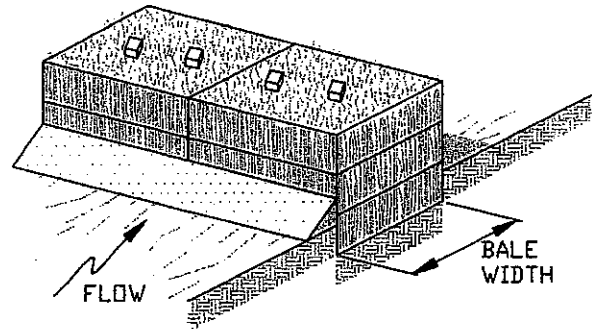
1. EXCAVATE THE TRENCH.



2. PLACE AND STAKE THE BALES.

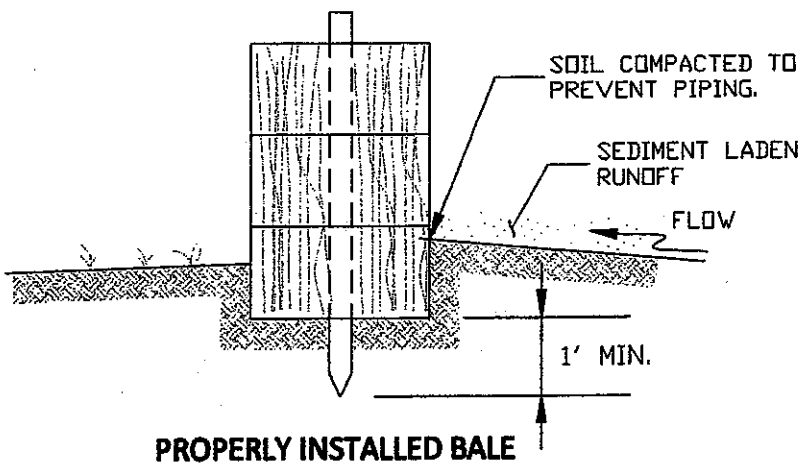


3. WEDGE LOOSE STRAW BETWEEN BALES.



4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

### HAY OR STRAW BALE INSTALLATION SEQUENCE



LO-MING COAL CORP.  
U-5049-87

OFFICE OF SPECIAL RECLAMATION

STRAW / HAY BALE DIKE

SCALE:

DRAWN BY:

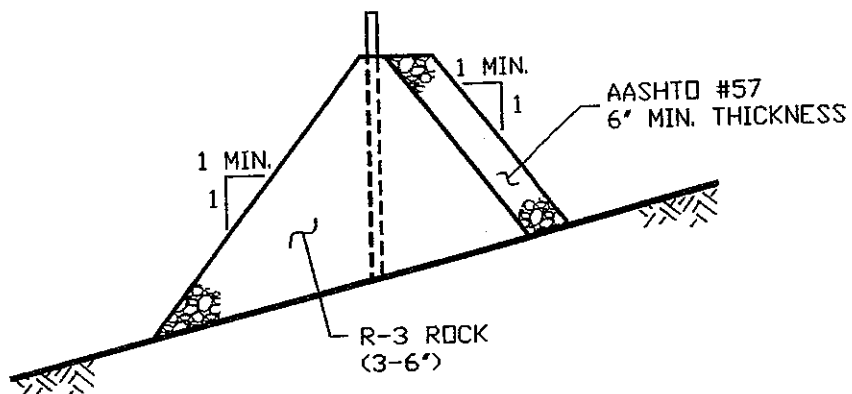
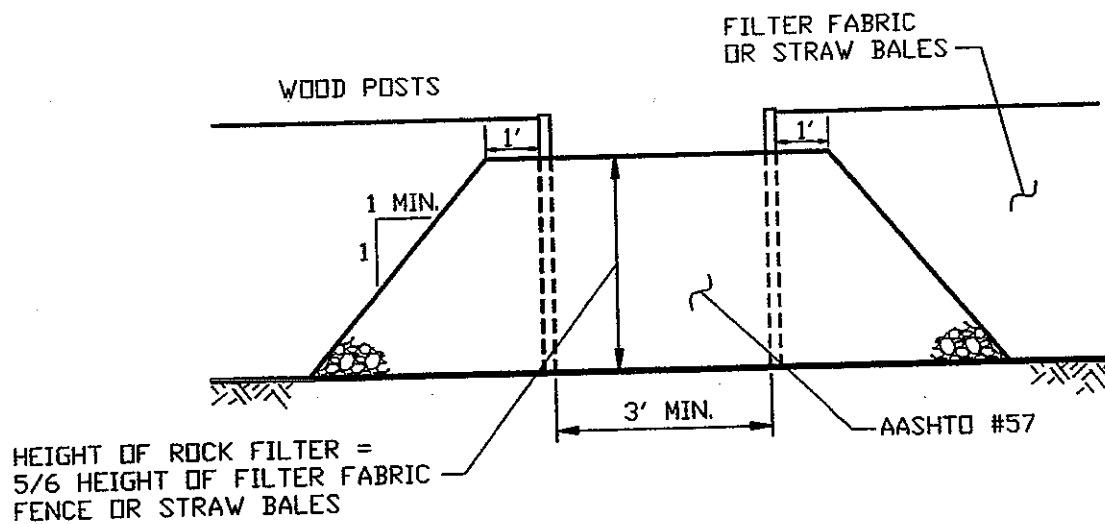
DATE:

PROJECT NO:

BUYER  
CB-23REQ. or P.O. No.  
DEP 15346

## ROCK FILTER OUTLETS

Drawing 29

OUTLET CROSS-SECTIONUP-SLOPE FACE

NOTE: Sediment must be removed when accumulations reach  $\frac{1}{3}$  the height of the outlet.

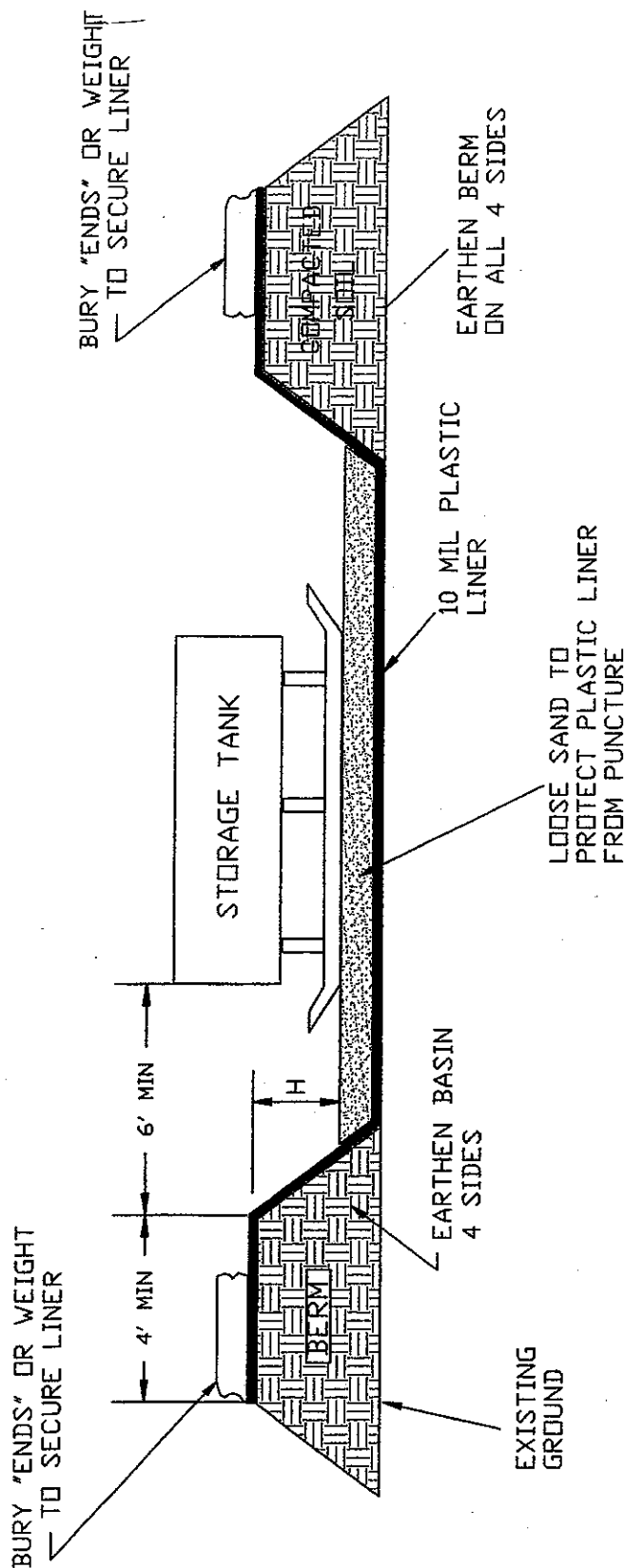
WV-36a STATE OF WEST VIRGINIA  
REV. 5-26-09 PURCHASING CONTINUATION SHEET  
VENDOR:

BUYER  
CB-23

REQ. OR PO NO.  
DEP 15346

SPENDING UNIT  
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION / SPECIAL RECLAMATION

Drawing 30



# NOTES:

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

Alternate methods of water removal will be considered by WVDEP personnel for approval.

Constructed height (H) of earthen berm is to be two feet (2') minimum above sand or sufficient height to contain one hundred ten percent (110%) of the capacity of the tank(s) total volume, plus six inch (6") freeboard.

Tanks with intact built-in secondary containment may be used as an alternative.

Lo-Ming Coal Corp.  
U-5049-87

OFFICE OF SPECIAL RECLAMATION

SPILL CONTAINMENT

SCALE:

DRAWN BY:

DATE:

PROJECT NO:

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

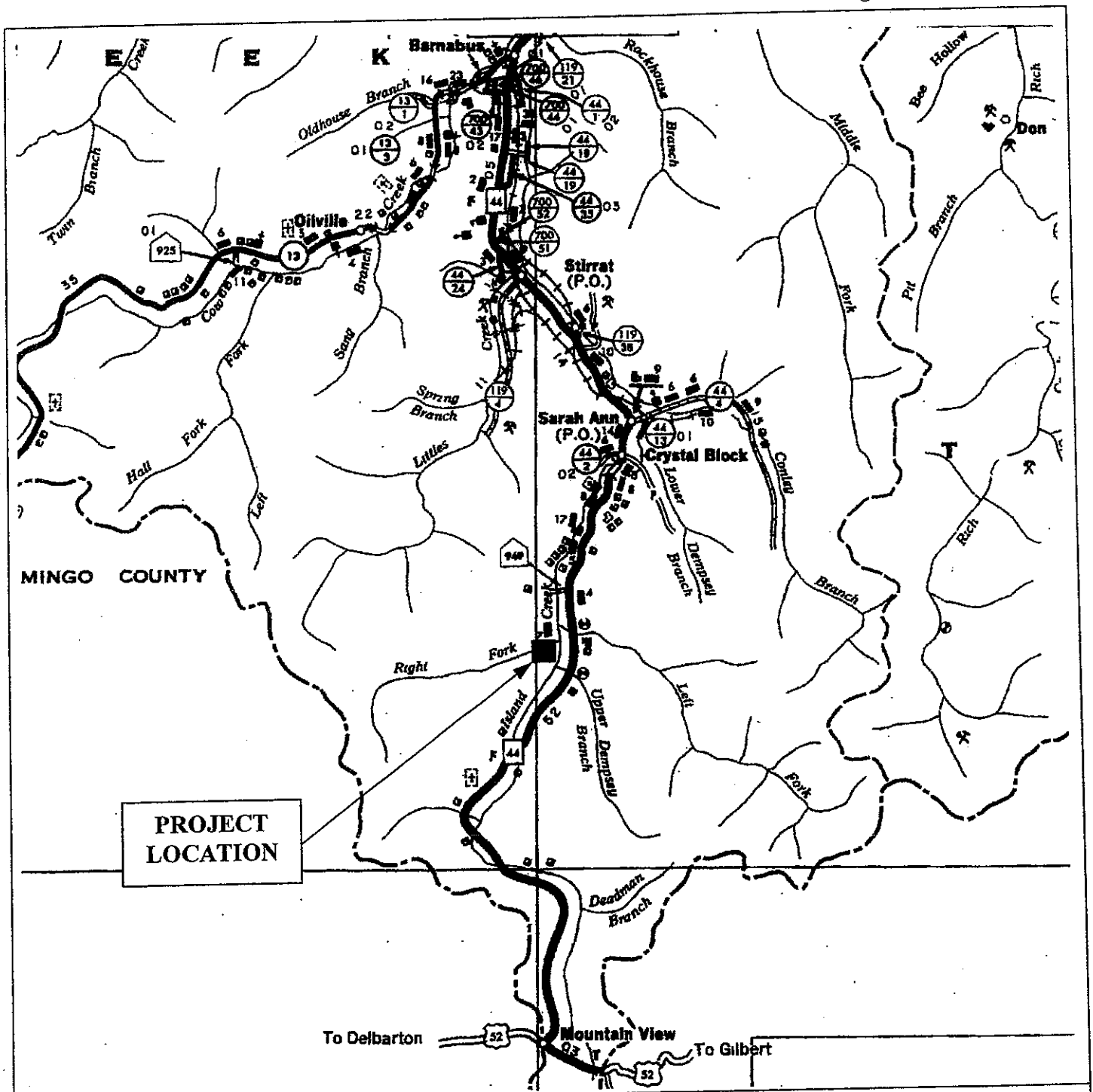
BUYER  
 CB-23

REQ. OR PO NO.  
 DEP 15346

SPENDING UNIT

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
 PROTECTION / OFFICE OF SPECIAL RECLAMATION

Drawing 31



PROJECT  
 LOCATION

Lo-Ming Coal Corp.  
 U-5049-87

OFFICE OF SPECIAL RECLAMATION

SITE LOCATION MAP

SCALE:

DRAWN BY:

1"=1 mile

DATE:

PROJECT NO:

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

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

## 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

**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, Barnes Exc., Inc.  
of Sissonville, WV, as Principal, and United States Surety Company  
of Timonium, MD, a corporation organized and existing under the laws of the State of  
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of 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 DEP15346 - Lo-Ming Coal Corp - According to Plans & Specifications

**NOW THEREFORE,**

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

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

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

1st day of June, 2011

Principal Corporate Seal

Barnes Exc., Inc.

(Name of Principal)

By Catherine D. Barnes

(Must be President or Vice President)

Catherine D. Barnes President

(Title)

Surety Corporate Seal

United States Surety Company

(Name of Surety)

By: Patricia A. Moye

Patricia A. Moye, WV Resident Agent Attorney-in-Fact

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$ \*\*\*\*\*unlimited\*\*\*\*\*)

This Power of Attorney shall expire without further action on September 27, 2013. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of January, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

State of California

County of Los Angeles



By

Daniel P. Aguilar, Vice President

SS:

On this 4th day of January, 2011, before me, Jennifer Ceron, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. I witness my hand and official seal.

Signature

Jennifer Ceron

(Seal)



I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1st day of June, 2011.

Corporate Seals

Bond No.

Bid

Agency No. 12116



Jeannie J. Kim, Assistant Secretary

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

STATE OF WV.

COUNTY OF KAN, TO-WIT:

I, Robert Barnes, after being first duly sworn, depose and state as follows:

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

BARNES EXC. INC.

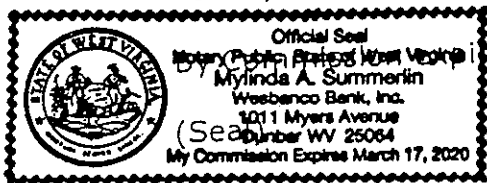
(Company Name)

By: Robert Barnes

Title: General Manager

Date: 3/11/11

Taken, subscribed and sworn to before me this 11 day of March, 2011



By Mylinda A. Summerlin Notary Public, West Virginia, March 17, 2020

Mylinda A. Summerlin  
 (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. Dep 15346STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

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

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

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: BARNES EXC. INC.Authorized Signature: How L. Barnes Date: 3/11/11State of WV.County of Kan, to-wit:Taken, subscribed, and sworn to before me this 11 day of March, 2011.My Commission expires March 17, 2020

NOTARY PUBLIC

Myinda A. Summerlin

AFFIX SEAL HERE

