



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
 DEP13702

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED 07/20/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 09/14/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS AS FOLLOWS: SPECIAL RECLAMATION/BOND FORFEITURE PROJECT THE PURPOSE OF THE CONTRACT IS TO PERFORM WATER RECLAMATION ON THE MINING OPERATIONS OF B & S CONTRACTING AND GAULEY COAL SALES NOW UNDER REVOKED REVOKED PERMIT NUMBER(S) O-3086-87 AND O-43-84. 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 08/22/06 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR SUMMERSVILLE, WV, NICHOLAS COUNTY AND CONSISTS OF APPROXIMATLY 11.0 ACRES. PROJECT CONTACT PERSON:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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DAVID L. MARTIN, PE DEPT. OF ENVIRONMENTAL PROTECTION/DLR/SPECIAL REC. 116 INDUSTRIAL DRIVE OAK HILL, WV 25901 (304) 465-1911 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, PURCHASING DIVISION. 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 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, ROAD 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						

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				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 DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,		
				B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.		
3.				A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.		
				REV. 10/01/01		
				EXHIBIT 5		
				NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED		

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<p>WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NICHOLAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF 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</p>						

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<p>FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE 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. 3/91</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF</p>						

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

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>CIRCUMSTANCES.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M</p>						

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				PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				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.		
			SIGNATURE		
			COMPANY		
			DATE		
				REV. 11/96		
				CONTRACTORS LICENSE		
				WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS 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		

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25305. TELEPHONE: (304) 558-7890. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: CONTRACTORS NAME: CONTRACTORS LICENSE NO.: THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT APPLICABLE LAW THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT. 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. FOR AGENCY USE ONLY: 9202 92 PAGES UNDER SEPARATE COVER A SIGNED BID MUST BE SUBMITTED TO:						

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BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: CB-23 REQ. NO.: DEP13702 BID OPENING DATE: 08/17/2006 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----						
***** THIS IS THE END OF RFQ DEP13702 ***** TOTAL: _____						

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

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

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of B & S Contracting, Inc., Permit O-3086-87, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management in the form as described in bid item # 9.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling are required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 7.0)
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. Remove any and all debris from site. Contractor must provide documentation of proper disposal.
7. Construct a twenty (20) foot by thirty (30) foot by two (2) foot deep Collection Drain to collect the AMD seepage on the face of the refuse area. The rock shall be six (6) inch by nine (9) inch in gradation and will be covered with non-woven filter cloth. A twelve (12) inch HDPE DR11 pipe will convey the seepage from the collection drain directly into the manhole. This pipe will be directly connected to the manhole with hydraulic grout. NOTE: The Collection Drain shall be constructed in such a configuration to drain directly into the twelve (12) inch HDPE DR 11 pipe. (See Attached Details and Specs)
8. Install a prefabricated five (5) foot deep by five (5) foot diameter concrete manhole with a twenty-four (24) inch diameter cast iron lid. (See Attached Details and Specifications)
9. Install two (2) HDPE DR 11 two (2) inch diameter Drive Lines approximately 1765 linear feet from the Manhole to the Aqua-Fix unit. The Intake Ends of the Drive Lines will be plumbed into the Manhole six (6) inches below the elevation of the invert of the Collection Drain and sealed with hydraulic grout to assure no leakage. NOTE: The intake ends of the two (2) two (2) inch lines shall have rust resistant screens. Both two (2) inch HDPE pipe lines shall extend up through the Aqua-Fix Concrete Foundation/Floor and each shall be equipped with two (2) inch schedule 40 plastic shut off valves. NOTE: One (1) two (2) inch line will be used to drive the Aqua-Fix machine and the other pipe shall end with two (2) inch pipe threads to be used as connection for a two (2) inch "fire hose" flush line and to drive the Aqua Fix Machine. Approximately ten (10) feet below the Manhole two (2) stainless steel knife valves in a single valve box will be installed on the Drive Lines. (See Details and Specifications)
10. Approximately fifteen (15) linear feet of twelve (12) inch diameter HDPE DR 11 Discharge Line shall be installed to carry excess water from the Manhole to V-Ditch 1. The Discharge Line shall be plumbed into the Manhole at the elevation of the invert of the Collection Drain. Note: The cost of constructing the two (2) Drive Lines, Manhole, two (2) Stainless Steel Knife Valves, Discharge Line and Valve Box shall be incidental to the cost of the Water Intake Lines To Drive Unit.
11. Construct approximately 620 linear feet of V-Ditch 1. Immediately below V-Ditch 1, 620 linear feet of Cutoff Trench shall be constructed to cut off any seepage from bypassing V-Ditch 1. The cost of the Cutoff Trench shall be incidental to the cost of constructing V-Ditch 1. (See Attached Details and Specifications)

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12. Construct approximately 110 linear feet of V-Ditch 2. (See Attached Details and Specifications)
13. Construct approximately 850 linear feet of Open Limestone Channel 1. After construction of Open Limestone Channel 1 it shall be walked in with a dozer to create a smooth surface. Open Limestone Channel 1 shall be free draining with an even flow across the width and length of the channel. (See Attached Details and Specifications)
14. Remove culverts by completely excavating the culverts, backfill and compacted area with best clay type material on site.
15. Construct a Check Dam to divert normal water flow from Open Limestone Channel 1 into Open Limestone Channel 2. (See Attached Details and Specifications)
16. Construct approximately 60 linear feet of Open Limestone Channel 2 to carry water diverted by the Check Dam through the Aqua-Fix and discharge into Open Limestone Channel 3. (See Attached Details and Specifications)
17. Construct a water treatment facility. This shall consist of an "Aqua-Fix" system Model MSS-SM-OA-40 equipped with a 250:1 gear box. This will include the construction and installation of the concrete foundation, water intake lines, aqua fix dosing unit, forty (40) ton silo, steel enclosure, and a crane for lifting the unit and silo. (See Attached Details and Specifications) Note: The construction of all water treatment facilities must be tested and found to be completely functional. The WVDEP representative must be present during the testing procedures for acceptance and payment of these items. The items of this requirement include Aqua-Fix Water Treatment System, water treatment ponds, Sludge Cells A and B, HDPE pipe lines, ditches and channels. They are to hold, treat, and discharge water as designed. The ponds are to be constructed and lined with one (1) foot of the best clay type soil material on site. The HDPE pipelines are to hold pressure without leaking and the valves are to shut off without leaking.
18. **Note:** The Hydraulic Grout used on this project shall be Rutland Water Stopper Hydraulic and Anchoring Cement (or equivalent). The specifications are as follows: Product is a dry cement mix which sets in three (3) to five (5) minutes after mixing with water. Base: proprietary cement mixture. Color: Gray. Set time (77°F): Approximately five (5) minutes. Ultimate compressive strength: (6,200 psi).
19. **Note:** All stainless steel knife valves must be enclosed in a "valve box" of the round plastic meter box type covered with and insulation pad and metal cover. All stainless steel knife valves and connecting bolts shall be "316 Grade" stainless steel.
20. **Note:** All HDPE pipe on this project shall be fused on site and joints shall not leak. All water and sludge lines shall have a minimum of two (2) foot of soil cover to protect from damage by equipment and prevent freezing.
21. **Note 1:** All Black and potentially toxic material shall be covered with a minimum of one (1) foot of soil material. **Note 2:** Concrete foundations and Black Coal Waste material may be encountered during the excavation of the Sludge Cells, Rip-Rap Ditches and Ponds. Any Concrete foundations needing to be removed shall be broken up into four (4) foot sections and buried on site.
22. **Note:** Soil Borrow material can be obtained from the permitted areas as outlined on the Plan View Maps or off the permit by obtaining approval from the landowner and WVDEP agent on site.
23. Install approximately 500 linear feet of haybale dike to control siltation of the natural drainways during construction. (See Attached Details and Specifications)

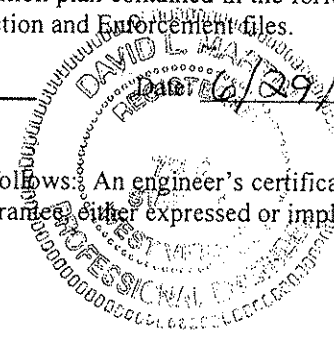
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- 24. Up to a total of 500 tons of three (3) inch crusher run limestone shall be installed on Access Road 3 as directed by the WVDEP agent on site. (See Attached Details and Specifications)
- 25. Regrade and Revegetate approximately six (6) acres of disturbance.

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

David L. Martin, PE. DATE: 6/29/06
 Registered Professional Engineer WV No. 7202



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

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 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>B & S Contracting, Inc.</u>				
PERMIT NUMBER(S): <u>O-3086-87</u>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ _____
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ _____
5.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ _____
6.0		<u>REVEGETATION</u>		
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ _____
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ _____
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ _____
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ _____
7.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ _____
8.0		<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</u>		
8.1	LUMP SUM	<u>CONSTRUCT CHECK DAM</u>	LUMP SUM	\$ _____
9.0	500 LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ _____ PER LF	\$ _____
10.0	LUMP SUM	<u>CONSTRUCT COLLECTION DRAIN</u>	LUMP SUM	\$ _____
11.0	LUMP SUM	<u>REMOVE CULVERTS</u>	LUMP SUM	\$ _____
12.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ _____
13.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	

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 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
14.0	500 TON	<u>THREE (3) INCH CRUSHER RUN LIMESTONE</u>	\$ _____ PER TON	\$ _____
15.0		<u>OPEN LIMESTONE CHANNELS</u>		
15.1	LUMP SUM	<u>V-DITCH ONE (1)</u>	LUMP SUM	\$ _____
15.2	LUMP SUM	<u>V-DITCH TWO (2)</u>	LUMP SUM	\$ _____
15.3	LUMP SUM	<u>OPEN LIMESTONE CHANNEL ONE (1)</u>	LUMP SUM	\$ _____
15.4	LUMP SUM	<u>OPEN LIMESTONE CHANNEL TWO (2)</u>	LUMP SUM	\$ _____
16.0		<u>AQUA FIX WATER TREATMENT FACILITY</u>		
16.1	LUMP SUM	<u>FOUNDATION AND STRUCTURAL ELEMENTS</u>	LUMP SUM	\$ _____
16.2	LUMP SUM	<u>SUB-FOUNDATION PREPARATION</u>	LUMP SUM	\$ _____
16.3	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ _____
16.4	LUMP SUM	<u>DOZING UNIT AND SILO</u>	LUMP SUM	\$ _____
16.5	LUMP SUM	<u>WATER INTAKE LINES TO DRIVE UNIT</u>	LUMP SUM	\$ _____
TOTAL FOR PERMIT <u>O-3086-87</u>				\$ _____

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SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Gauley Coal Sales, Permit O-43-84, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

26. 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 # 19.0. If, fuel and lubricants are to be stored on site, bid item # 18.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
27. Storm water management in the form as described in bid item # 25.0 shall be installed.
28. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling are required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
29. Construction stakeout as necessary to carry out work. (Bid Item # 23.0)
30. 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.
31. Remove any and all debris from site. Contractor must provide documentation of proper disposal.
32. Remove culvert(s) by completely excavating the culverts and compacting area with best clay type material on site.
33. Install a 75-foot by 75-foot truck turn around area near the Aqua-Fix unit. The truck turn around shall be three (3) inch crusher run Limestone six (6) inches deep. The three (3) inch crusher run limestone gradation is to be an even blend of all particle sizes. The subgrade base and the three (3) inch crusher run stone are to be compacted to 95 percent standard proctor with a smooth drum vibratory roller. The road stabilization fabric is to be of the woven type. (See Attached Details and Specifications)
34. Construct approximately 1400 linear feet of Open Limestone Channel 3 from the Check Dam to the Concrete Weir. After construction of Open Limestone Channel 3 it shall be walked in with a dozer to create a smooth surface. Open Limestone Channel 3 shall be free draining with an even flow across the width and length of the channel. Provide three (3) Drive-Thru-Crossings through Open Limestone Channel Three (3) to be "field" located to provide the landowner access to his property. Location must be approved by the landowner and WVDEP Agent on site. The drive-thru crossing shall maintain the design flow depth and shall have the sides laid back five (5) horizontal to one (1) vertical. (See Attached Details and Specifications)
35. Construct approximately 220 linear feet of V-Ditch Three (3). (See attached Details and Specifications)
36. Construct a Concrete Weir. The Concrete Weir will be used to divert water to Pond 1 or Pond 2. (See Attached Details and Specifications)
37. Construct approximately 20 linear feet of Pond 1 Entrance Channel. (See Attached Details and Specifications)
38. Construct Pond 1 and install 2 floating baffle curtains spaced evenly along the length of the Pond. Pond 1 shall hold water and not leak. Note: The cost of the baffle curtains shall be incidental to the cost of constructing Pond 1. (See Attached Details and Specifications)

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39. Construct approximately 95 linear feet of Pond 2 Entrance Channel. (See Attached Details and Specifications)
40. Construct Pond 2 and install 2 floating baffle curtains spaced evenly along the length of the Pond. Pond 2 shall hold water and not leak. Note: The cost of the baffle curtains shall be incidental to the cost of constructing Pond 2. (See Attached Details and Specifications)
41. Construct approximately 48 linear feet of Pond 1 Spillway. (See Attached Details and Specifications)
42. Construct approximately 48 linear feet of Pond 2 Spillway. (See Attached Details and Specifications)
43. Construct Pond 3 and install 2 floating baffle curtains spaced evenly along the length of the Pond. Pond 3 shall hold water and not leak. Note: The cost of the baffle curtains shall be incidental to the cost of constructing Pond 3. (See Attached Details and Specifications)
44. Construct Pond 4 and install 2 baffle curtains spaced evenly along the length of the Pond. Pond 4 shall hold water and not leak. Note: The cost of the baffle curtains shall be incidental to the cost of constructing Pond 4. (See Attached Details and Specifications)
45. Construct approximately 100 linear feet of Pond 3 Spillway. The Pond 3 Spillway will carry water from Pond 3 to Pond 4 Spillway. (See Attached Details and Specifications)
46. Construct approximately 68 linear feet of Pond 4 Spillway. (See Attached Details and Specifications)
47. Construct Access Road Number Four (4) from Access Road Number Three (3) Crossing Open Limestone Channel Three (3) and Pond Two (2) entrance channel with Drive-Thru-Crossing and extending between Pond Numbers One (1) and Three (3) and Pond Numbers Two (2) and Four (4) to the edge of Pond Three (3) spillway. Access Road Number Four (4) shall provide access to Pond Numbers One, (1), Two (2), Three (3), and Four (4) for cleaning with a trailer mounted six (6) inch pump. The drive-thru crossing shall maintain the design flow depth and shall have the sides laid back five (5) horizontal to one (1) vertical.
48. Construct Pond 5. Pond 5 shall hold water and not leak. (See Attached Details and Specifications)
49. Construct approximately 150 linear feet of Pond 5 Spillway. (See Attached Details and Specifications)
50. Install approximately eight (8) linear feet of six (6) inch diameter HDPE DR 11 pipe into the Pond five (5) spillway. The pipe shall be installed into the Pond 5 Spillway by grouting it into the surface and creating a depression to direct average flows into the pipe. The pipe will be used for measuring water flow and water sampling.
51. Construct Sludge Cells A and B. The Two (2) Sludge Cells shall be 50 foot by 75 foot with a 5 foot water depth and 2 foot of freeboard. The Sludge Cells shall hold water when the Stainless Steel Knife Valves are close and drain as designed when the Stainless Steel Knife Valves are opened. Note: Prior to acceptance of the Sludge Cells, each cell must be filled completely with water to show that the Sludge Cell will hold and drain water as designed.
52. Construct approximately thirty (30) linear feet of Sludge Cell B Splash Pad. (See Attached Details and Specifications)
53. Construct approximately forty-five (45) linear feet of Sludge Cell B Spillway. (See Attached Details and Specifications)
54. Install approximately 120 linear feet of twelve (12) inch diameter HDPE DR 11 Over Flow Discharge Line from Sludge Cell A to V-Ditch 3. Note: The cost of the Over Flow Discharge Line shall be incidental to the cost of constructing Sludge Cell A. (See Attached Details and Specifications)

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55. Install the Sludge Cell Underdrain Lines collection system consisting of a one (1) foot thick layer of Ohio River Valley sand over a two (2) foot thick layer of number four (4) clean sandstone with three (3) six (6) inch HDPE DR 11 perforated underdrain lines wrapped in filter fabric in each of the two Sludge Cells. The three (3) six (6) inch HDPE DR 11 perforated underdrain lines will then be fused to a non-perforated six (6) inch HDPE DR 11 line that will run from the Sludge Cells to Open Limestone Channel 3. Between the Sludge Cells and Open limestone Channel 3, six (6) inch stainless steel knife valves in valves boxes shall be installed on each of the two (2) lines to facilitate filling and draining of Sludge Cells A and B. Note: The cost of installing the Sludge Cell Underdrain Lines, two (2) six (6) Stainless Steel Knife Valves, and two (2) Valve Boxes shall be incidental to the cost of constructing Sludge Cell A.
56. Install the six (6) inch diameter HDPE DR 11 Sludge Pump Line 1 from the dike near Pond 1 to the Sludge Cell B Splash Pad and install the six (6) inch diameter HDPE DR 11 Sludge Pump Line 2 from the dike near Pond 3 to the Sludge Cell B Splash Pad. Both ends of each sludge line shall have flanged ends and covers. The flange covers are to be made of HDPE material with stainless steel flange back-up rings and bolts. A "red rubber full face style" gasket will be installed at the flanged ends and caps. Note: The cost of installing Sludge Pump Line 1 and Sludge Pump Line 2 shall be incidental to the cost of constructing Sludge Cell B. (See Attached Details and Specifications)
57. Construct approximately 600 linear feet of Access Road 1 from county route 41/3 to the bridge. (See Attached Details and Specifications)
58. Up to a total of 500 tons of three (3) inch crusher run limestone shall be installed on Access Road 2 as directed by the WVDEP agent on site. (See Attached Details and Specifications)
59. Note: All stainless steel knife valves must be enclosed in a "valve box" of the round plastic meter box type covered with and insulation pad and metal cover. All stainless steel knife valves and connecting bolts shall be "316 Grade" stainless steel.
60. NOTE: All Floating Baffle Curtains used on this project shall be Aer-Flo, Inc. Tough Guy Turbidity Barriers Type 1. DOT with twenty-two (22) ounce vinyl-polyester fabric or equivalent. The vinyl-polyester fabric shall be green or blue in color. (See Attached Details and Specifications)
61. Note: All HDPE pipe on this project shall be fused on site and joints shall not leak. All water and sludge lines shall have a minimum of two (2) foot of soil cover to protect from damage by equipment and prevent freezing.
62. Note: All Black and potentially toxic material shall be covered with a minimum of one (1) foot of soil material.
63. Note: Soil Borrow material can be obtained from the permitted areas as outlined on the Plan View Maps or off the permit based on prior approval from the landowner and WVDEP agent on site.
64. Note: Concrete foundations and Black Coal Waste material may be encountered during the excavation of the Sludge Cells, Rip-Rap Ditches and Ponds. Any Concrete foundations needing to be removed shall be broken up into four (4) foot sections and buried on site. Any Black Coal Waste material encountered shall be covered with a minimum of one (1) foot of soil material.
65. Install approximately 500 linear feet of haybale dike to control siltation of the natural drainways during construction. (See Attached Details and Specifications)

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66. Regrade and Revegetate approximately five (5) acres of disturbance.

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

David L. Martin, Sr.
Date: 6/29/06
Registered Professional Engineer WV No. 72025

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

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 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>Gauley Coal Sales</u>				
PERMIT NUMBER(S): <u>O-43-84</u>				
17.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM \$	_____
18.0	LUMP SUM	<u>SPILL CONTAINMENT AREA</u> (S.C.A.)(\$1,000.00 Maximum Bid for this permit)	LUMP SUM \$	_____
19.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM \$	_____
20.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM \$	_____
21.0	LUMP SUM	<u>REGRADING AND TOPSOILING</u>	LUMP SUM \$	_____
22.0		<u>REVEGETATION</u>		
22.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM \$	_____
22.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM \$	_____
22.3	LUMP SUM	<u>MULCH</u>	LUMP SUM \$	_____
22.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM \$	_____
23.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM \$	_____
24.0		<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</u>		
24.1	LUMP SUM	<u>POND ONE (1)</u>	LUMP SUM \$	_____
24.2	LUMP SUM	<u>POND TWO (2)</u>	LUMP SUM \$	_____
24.3	LUMP SUM	<u>POND THREE (3)</u>	LUMP SUM \$	_____
24.4	LUMP SUM	<u>POND FOUR (4)</u>	LUMP SUM \$	_____
24.5	LUMP SUM	<u>POND FIVE (5)</u>	LUMP SUM \$	_____
24.6	LUMP SUM	<u>SLUDGE DRYING CELL "A"</u>	LUMP SUM \$	_____

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
24.7	LUMP SUM	<u>SLUDGE DRYING CELL "B"</u>	LUMP SUM	\$
25.0	500 LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ PER LF	\$
26.0	LUMP SUM	<u>CULVERT REMOVAL</u>	LUMP SUM	\$
27.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$
28.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	\$
29.0	LUMP SUM	<u>CONSTRUCT CONCRETE WEIR</u>	LUMP SUM	\$
30.0	500 TON	<u>THREE (3) INCH CRUSHER RUN LIMESTONE</u>	\$ PER TON	\$
31.0		<u>CONSTRUCTED ACCESS ROADS</u>		
31.1	LUMP SUM	<u>ACCESS ROAD ONE (1)</u>	LUMP SUM	\$
31.2	LUMP SUM	<u>ACCESS ROAD FOUR (4)</u>	LUMP SUM	\$
31.2	LUMP SUM	<u>TRUCK TURN AROUND</u>	LUMP SUM	\$
32.0		<u>OPEN LIMESTONE CHANNEL</u>		
32.1	LUMP SUM	<u>V-DITCH THREE (3)</u>	LUMP SUM	\$
32.2	LUMP SUM	<u>SLUDGE CELL "B" SPLASH PAD</u>	LUMP SUM	\$
32.3	LUMP SUM	<u>SLUDGE CELL "B" SPILLWAY</u>	LUMP SUM	\$
32.4	LUMP SUM	<u>OPEN LIMESTONE CHANNEL THREE (3)</u>	LUMP SUM	\$
33.0		<u>GROUTED LIMESTONE RIP-RAP CHANNEL</u>		
33.1	LUMP SUM	<u>POND ONE (1) ENTRANCE CHANNEL</u>	LUMP SUM	\$
33.2	LUMP SUM	<u>POND TWO (2) ENTRANCE CHANNEL</u>	LUMP SUM	\$
33.3	LUMP SUM	<u>POND ONE (1) SPILLWAY</u>	LUMP SUM	\$

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
33.4	LUMP SUM	<u>POND TWO (2) SPILLWAY</u>	LUMP SUM	\$ _____
33.5	LUMP SUM	<u>POND THREE (3) SPILLWAY</u>	LUMP SUM	\$ _____
33.6	LUMP SUM	<u>POND FOUR (4) SPILLWAY</u>	LUMP SUM	\$ _____
33.7	LUMP SUM	<u>POND FIVE (5) SPILLWAY</u>	LUMP SUM	\$ _____
		TOTAL FOR PERMIT <u>O-43-84</u>		\$ _____
		TOTAL FOR PERMIT: <u>O-3086-87</u>	\$ _____	
		TOTAL FOR PERMIT: <u>O-43-84</u>	\$ _____	
		GRAND TOTAL FOR ALL PERMITS		\$ _____

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BID ITEM TECHNICAL SPECIFICATIONS

1.0 & 17.0 MOBILIZATION/DEMobilIZATION

This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site necessary to begin work on a substantial phase of the contract. It shall also include installation of a project sign according to the attached specification and all demobilization activities. No deduction will be made nor will any increase be made in the Lump Sum Mobilization/Demobilization Item Amount, regardless of decreases or increases in the final total contract amount or for any other cause. (Shall not exceed 5% of the Total Bid for this permit.)

Prior to demobilization, an inspection is required to be conducted by the Department of Environmental Protection's Specialist and the contractor to insure compliance with contract performance.

2.0 & 18.0 SPILL CONTAINMENT AREA (S.C.A.)

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

3.0 & 19.0 HAULROAD/ACCESS ROAD

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

4.0 & 20.0 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 & 21.0 REGRAIDING AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall: distribute topsoil or the best available material to support vegetation as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner; include the elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps, the grading of spoil and/or fill materials. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Topsoil presently stockpiled on site shall be preserved and spread on the fill surface. In the absence of stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

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6.0 & 22.0 REVEGETATION

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

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

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

6.1 & 22.1 AGRICULTURAL LIME

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

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

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

Lime Applied at 10 ton/acre.

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6.2 & 22.2 FERTILIZER

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

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

6.3 & 22.3 MULCH

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

Mulch: Wood Fiber @ 1.0 ton/Acre

Hay or straw mulch may be substituted at a rate of 2 tons/Acre

6.4 & 22.4 VEGETATIVE SPECIES

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

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

1. Seeding rate required is for pure live seed in pounds (lbs) per acre.
2. Herbaceous legumes must be treated with the appropriate bacterium before seeding.
3. This species to be utilized only for woodland post-mining land-use projects.
4. Spring Mix
5. Fall Mix

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7.0 & 23.0 CONSTRUCTION STAKEOUT

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

A. MATERIALS

Wooden stakes and other marking materials as described herein.

B. CONSTRUCTION METHODS

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

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

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

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

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

a) prior to any excavation

b) at the completion of excavation

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

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8.0 & 24.0 CONSTRUCTED SEDIMENT CONTROL STRUCTURES

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

9.0& 25.0 HAYBALE DIKE

Disturbed areas which have storm water runoff which does not pass through a sediment control structure shall utilize the following method to manage storm water runoff: Max. Bid of \$5.00/L.F. Hay Bale Dike -

1. All bales shall be placed on the contour.
2. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
3. Bales shall be securely anchored in place by stakes driven through the bales. The first stake in each bale shall be driven toward previously laid bale to force the bales together. Construction of sumps (paid under bid Item 5) may become necessary to supplement the hay bale dikes.

10.0 COLLECTION DRAIN

The blanket drain and seep collectors shall be located as shown on the drawings. Geotextile shall be placed as indicated on the drawings. The stone shall be a minimum of twenty-four (24) inches deep. (See Attached Details)

11.0 & 26.0 CULVERT REMOVAL

Culverts shall be removed as outlined on the Plan View Drawings. All culverts shall be excavated completely, backfilled with the best available clay material on site, and compacted to a 95 percent standard proctor. Payment shall be in the form of Lump Sum for the removal of all drainage culverts encountered in the work area during construction. See plans and details.

12.0& 27.0 STRUCTURE AND/OR DEBRIS REMOVAL

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

13.0 & 28.0 UTILITIES

Utilities shall be relocated at the direction of the utility company and reimbursed actual cost to contractor. This is a "No Bid" item due to the method of reimbursement. It is the contractor's responsibility to determine the exact location of each utility in the project area where these utilities would be interrupted or damaged by performing work.

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15.0, 32.0 & 33.0 RIP-RAP DITCH

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

Riprap (Designed)

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

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

Rip-Rap (Standard)

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

33.0 GROUTED RIPRAP

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

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

15.0 & 32.0 OPEN LIMESTONE CHANNEL

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

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16.0 AQUA FIX WATER TREATMENT FACILITY

16.1 FOUNDATION AND STRUCTURAL ELEMENTS

The foundation shall be Type II Sulfate Resistant Concrete and shall conform to the dimensions and shape shown in the drawings and specifications. Include all reinforcing bars with supports and anchor bolts as necessary. Provide all forms, personnel and equipment required for the placement, finishing, and curing of the concrete. Adverse weather conditions shall be avoided during completion of this item. The relation of the elevation to the water source is shown in Figure 1. WVDOH Specifications for concrete shall apply to this item. Excavation for the foundation is incidental to this item with no separate payment being made. The channel in the foundation is to receive water from the concrete sump by means of a 12 inch HDPE DR11 pipe. After treatment with the reagent the water will exit the channel into the 12 inch HDPE DR 11 Aqua-Fix discharge line. This Aqua-Fix discharge line will direct the water to the settling pond(s). The 12 inch HDPE DR 11 lines coming in and going out of the concrete pad shall be grouted in to assure good water flow.

Structural elements shall be warranted by the manufacturer to with stand normal static and dynamic loads as commonly accepted by industry.

16.2 SUB-FOUNDATION PREPARATION

The sub-foundation shall be undercut to remove all fill (unconsolidated material) down to a competent foundation as determined by the on site DEP representative. The sub-foundation shall be constructed in substantial conformity to the plans and/or specifications. The DEP on site representative shall be present during this work.

The sub-foundation material shall be suitable material free of particles larger than three inches in diameter and consist of granular material conforming to WVDOH specification 716.1.1.2. A bearing capacity of approximately 6 tons per square ft should be obtained.

Compaction shall be done with a suitable compactor to obtain approximately 98% Standard Proctor Density. Layers shall be six (6) inches or less in thickness before compaction is initiated. Moisture content of the fill material shall be controlled to obtain maximum compaction.

16.3 CRANE

This shall include furnishing a crane of sufficient capacity to unload and erect the silo structure on its foundation and to install the reagent dispensing unit. The silo is estimated to weigh 15 to 20 tons and have an in place height of 35 ft.

Payment for this work shall be made based on the lump sum contract and paid upon final acceptance by DEP.

16.4 DOSING UNIT AND SILO

This item includes all work necessary to purchase, install and initiate operation of an Aqua-Fix water powered dosing unit (Unit type MSS-SM-OA-40). Unit shall be equipped with a 250 to 1 ratio gear box. Unit shall be provided with three (3) sprocket and drive chains to change the speed to the gear box. The sprockets shall be 20 tooth, 40 tooth, and 70 tooth.

Aqua-Fix, Water Treatment Systems.
Michael Jenkins
301 Maple Lane
Kingwood, WV 26537 Telephone: (304) 329-1056.

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Changes to these specifications shall be made only with the written approval of the Program Manager. A 40 ton steel silo to store the reagent is required. The silo shall be equipped with an interior ladder, an exterior ladder with a protective cage and a lockable steel safety door, a steel safety fence around the top of the silo, a filler pipe to extend to the unloading port, a steel cone at the base of the silo to direct the discharge of the reagent through a steel flange which is sized and located to accommodate the reagent dispensing unit. Silo shall include a vent pipe to prevent pressure buildup during filling. An emergency pop off valve shall be included in case the vent pipe malfunctions. Pneumatic filling of the silo is to be utilized

An insulated steel security enclosure attached to the silo structure support system to protect the dosing unit from vandalism and the weather is required. The wall thickness of the silo enclosure shall be equivalent to the steel used in the construction of the silo. The enclosure shall be equipped with a hinged, lockable steel door of sufficient size to facilitate removal of the dosing unit for repair and/or future replacement. The enclosed structure shall be fitted with a propane heating unit with a capacity to prevent freezing of the dosing unit during the winter.

Painting of the silo and steel security enclosure shall be done in accordance with WVDOH Specification 711. Preferred colors are green and/or tan.

The dosing unit, silo, and filler pipe shall be designed to facilitate the use of Calcium Oxide (CaO) during the service life of the unit. This portion of the work shall include the initial filling of only five (5) tons and the start up of the unit, at the direction of the Program Manager, to confirm that all units function as intended. Any repairs and/or adjustments required to the unloading system and dosing unit to allow them to function as designed shall be performed at no cost to the DEP. The system shall be operated successfully for a one-week period before acceptance by the DEP.

All settling ponds and rip-rap ditches leading to them must be completed before testing is initiated. The Calcium Oxide shall be 5 tons in amount and delivered as scheduled by the on site DEP representative.

Payment for all of the work specified above, shall be made based on the lump sum contract price.

16.5 WATER INTAKE LINE TO DRIVE UNIT

HDPE DR 11 two (2) two (2) inch water line shall be provided to seep collection man hole to the control valve on the dispensing unit. The intake end of the lines shall be fitted with an acid resistant screen to prevent undesirable materials from entering the line. No separate payment shall be made for this screen.

29.0 CONCRETE WEIR

Provide all materials and construct pond barriers according to attached specifications and/or discussions at the pre-bid showing.

31.0 CONSTRUCTED ACCESS ROAD

This work shall consist of the construction of the haulroad/access road and truck turn around area. It shall also include the roads that are to be constructed on a well drained base compacted to 95% standard proctor, placement of a woven road stabilization fabric (engineering fabric) and a road surface of six (6) inches deep of a well blended gradation of three (3) inch crusher run limestone compacted to a 95% standard proctor with a smooth drum vibratory roller. The road surface shall be twelve (12) feet wide and have culverts and/or ditchlines installed as directed. Verification of compaction is required. See plans and details.

14.0 & 30.0 THREE (3) INCH CRUSHER RUN LIMESTONE

This work shall consist of the addition of three (3) inch crusher run limestone to the access roads as instructed by the WVDEP agent on site. The gradation of the stone shall be an even blend of particle sizes. The road is to be constructed on a well-drained base and compacted to a 95 % standard proctor with a smooth drum vibratory roller. The depth of stone will vary depending on need as outlined by the WVDEP agent on site. The road surface shall be 12' (twelve) feet wide. The road surface of a well blended gradation of three (3) inch crusher run limestone compacted to a 95% standard proctor with a smooth drum vibratory roller. Verification of compaction is required. See plans and details.

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10.0 & 31.0 ENGINEERING FABRIC (FILTER FABRIC) (NOTE: Cost to be included in the Underdrain Bid Item)

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

Engineering Fabric for Subsurface Drainage and Separation:

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

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

- 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)
- No greater opening than a #50 U.S. Sieve.
- Minimum in weakest principal direction.
- 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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BID PREPARATION INFORMATION

HISTORICAL INFORMATION

Prospective bidders may review files at the West Virginia Department of Environmental Protection, Nitro, WV office, or the Regional West Virginia Department of Environmental Protection Office at Oak Hill. These files may contain additional information not included in the contract documents including, but not limited to, permit applications, permits, inspection reports, environmental documents, permit violation history, geological and geotechnical information, probable hydrologic consequences, maps, modifications, NPDES information and other related data. Copies may be obtained upon request and payment of copying fees.

EXAMINATION OF BID PACKAGE AND SITE OF WORK

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

PREBID CONFERENCE

Only the prospective bidders on the sign-in sheet in attendance for the entire Pre-Bid Conference will be eligible to submit bids for consideration of this project.

VIDEO

The information given at the pre-bid showing by the project contact person or the assigned person shall be documented on video tape and shall be an integral part of this contract's requirements, but will not supersede the written contract.

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.

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GENERAL PERFORMANCE STANDARDS

INTRODUCTION

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

BACKFILLING

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

BLASTING

The performance standards of the blasting regulations must be adhered to.

LIFE OF CONTRACT

The purchase order contract becomes effective on the starting date as specified in the notice to proceed as issued by the Department of Environmental Protection. This contract extends for a period of one (1) year and may be renewed until such "reasonable time" thereafter as is necessary to complete TREES, TOP DRESSING, the payment therefore and the warranty period. This contract is the right of entry for the vendor and must be effective through the warranty period to conduct warranty work, as necessary. A responsible Contractor's Agent shall be on the site at all working times who demonstrates a knowledge of mined land reclamation, contract requirements and responds to DEP (owner) inspections.

WORK PERFORMANCE PERIOD

The work performance period is a defined portion of the contract in which all items (except trees and top dressing) shall be completed. The work performance period is to be performed within 365 calendar days. Extensions may be granted based upon contractor's performance, weather conditions and site specific site conditions.

NOTICE TO PROCEED

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

PRE-CONSTRUCTION CONFERENCE

The Contractor in possession of the awarded purchase order shall schedule and attend a Pre-Construction Conference on the site within ten (10) days after receiving the Notice To Proceed. The contractor will begin work within ten (10) days of the preconstruction conference. The Contractor's foreman or the on-the-ground supervisor must be in attendance.

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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.

SILENCE OF SPECIFICATIONS

The apparent silence of these Specifications, Supplemental Specifications, plans and Special Provisions as to any detail, or the apparent omission from them of a detailed description concerning any point shall be regraded as meaning that only material and workmanship of acceptable quality are to be used

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.

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WATER QUALITY CONTROL

Shall commence with initial start-up of the project and remain in effect for the extent of the backfilling, regrading and revegetation activity. DEP obtains a storm water permit for each project from the Water Resources Department . (See General Water Pollution Control Permit WVO115924 attached) The Contractor is responsible for performing the best management practices. Adequate facilities shall be installed, operated and maintained using the best management practices of the U.S. Environmental Protection Agency's Non-Point Source (NPS) Program for sediment control during the active reclamation. The contractor shall take any and all steps necessary to prevent erosion or silting problems from occurring and to minimize pollution or sedimentation of the stream. If any such problems develop, the contractor shall be responsible to take immediate corrective action. No separate payment for this work will be honored. All impounded waters which require removal during reclamation, shall be pumped with appropriate measures taken to prevent erosion from the discharge. The contractor shall be responsible for treatment of said waters to meet pH standards. The water shall be discharged only when the quality meets a pH equivalent to the pH of the receiving stream but not less than 6.0.

DIFFERING SITE CONDITIONS

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

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

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

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

HANDLING AND STORAGE OF MATERIALS

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

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

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

MAINTENANCE DURING CONSTRUCTION

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

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

PAYMENT

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

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

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

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

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

ROAD ABANDONMENT shall be included in the final construction invoice.

TOP DRESSING must be invoiced based on the percentage completed.

FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

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

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

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REVEGETATION AND WARRANTY

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

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

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

CONTRACT NON-COMPLIANCE

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

CONTRACT DELETIONS

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

CANCELLATION

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

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

Termination of the Contract or a portion thereof shall not relieve the Contractor of his responsibilities for the completed work, nor shall it relieve his surety of it's 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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BOREHOLE SEALING

This item consists of furnishing all supervision, labor, power, fuel, equipment, materials and performing all operations in connection with the stabilization program. This is to provide handling, transportation, storage, mixing, and placement of concrete, cleanup of the area upon completion of the work, overall site safety, and all other operations which are incidental to the work as specified herein.

It is the Contractor's responsibility to provide methane gas monitoring during the stabilization activities, the frequency of which is at the discretion of the DEP. The DEP and Engineer accept no responsibility of accidents or personal injury resulting from the presence of methane gas, or from any other aspects of the stabilization program.

The Contractor shall seal the borehole immediately above the coal seam or the Contractor may opt to inject concrete into the mine void until the borehole is sealed. Staging of concrete injection shall allow the concrete to set up before additional concrete is injected. Staging requirements will be based on the subsurface conditions encountered and as directed by the on-site DEP inspector.

All equipment used for mixing and injecting concrete shall be furnished by the Contractor and shall be maintained in proper operating condition at all times. The power and equipment, and the layout thereof, shall meet all applicable requirements of local, State and Federal regulations and codes, both safety and otherwise.

Equipment shall have sufficient instrumentation to accurately control and monitor the volume of concrete placed. Payment will not be made for excessive material injected due to inadequate control by the Contractor. The inside diameter of any hoses and supply lines used shall not be less than 2.0 inches.

Methane monitor(s) shall be maintained in good operating, including calibration, for the life of the project. Repair and/or replacement of monitor(s) shall be made within 24 hours of notice from the DEP. If methane is detected above one (1) percent anywhere in the proximity of the project site, the Contractor shall provide for the installation of suitable stand pipes, flame arrestors, and all other required equipment of abatement of the methane. There will be no separate payment or additional compensation to the contractor for this service.

Concrete shall be Class D or equivalent.

Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie, a closed bottom dump bucket, or other approved method and shall not be disturbed after being deposited.

Concrete Placement: All filling will require use of a pump and tremie tube. The filling material will have to be staged, based on the subsurface conditions encountered, and as directed by the on-site DEP inspector.

The final concrete elevation shall be adjusted to within 2 ft. of the ground or pavement surface.

Grout and concrete elevations shall be monitored for any sudden drop in elevation, or "bleeding", for a minimum of 24 hours after completion, and adjusted if any observable difference in elevation is realized. The holes will require temporary covers until they are completed with the appropriate material. Monitoring and covering of the holes is the responsibility of the contractor.

Quality control shall be the responsibility of the contractor. Qualified personnel shall be provided by the contractor for the operation of equipment. The contractor shall have a competent superintendent, satisfactory to the DEP, on-site at all times during working hours with full authority to act for him. Borehole sealing is to be certified as required by the Groundwater Protection Act under Section 47 CSR 59.

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WEST VIRGINIA

Department of Environmental Protection

Division of Water Resources

WEST VIRGINIA/NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL WATER POLLUTION CONTROL PERMIT

Permit No. WV0115924

Issue Date: November 5, 2002

Effective Date: December 5, 2002

Expiration Date: December 4, 2007

Subject: Storm Water Associated
With Construction Activities

To whom it may concern:

This is to certify that any establishment with discharges composed entirely of storm water associated with construction activities disturbing one (1) acre or greater of land area (construction activities are earth disturbing operations such as clearing and grubbing, grading, filling and excavation operations during site development for residential, commercial or industrial purposes) and agreeing to be regulated under the terms of this general permit, except for;

1. Operations that result in the disturbance of less than one acre of total land area, which are not part of a larger common plan of development or sale.
2. Storm water discharges associated with earth disturbing activities that the Director has shown to be or may reasonably be expected to be contributing to a violation of a water quality standard.
3. Earth disturbing activities governed by other NPDES permits issued by the Department of Environmental Protection. This includes Division of Mining and Reclamation Permits for coal mining and non-metallic quarries.
4. Landfills, except in the preparation of a new landfill and/or clay borrow areas.
5. Other activities exempt from NPDES permitting requirements as set forth in 40 CFR 122.3 and 47 CSR 10.3.2.b.

is hereby granted coverage under this General WV/NPDES Water Pollution Control Permit to allow storm water discharges into the waters of the State. This General Permit is subject to the following terms and conditions:

The information submitted on and with the site registration application form will hereby be made terms and conditions of the General Permit with like effect as if all such information were set forth herein, and other pertinent conditions set forth in Sections A, B, C, D, E, F and G.

Sites registered under the 1997 General Storm Water Permit WV0115100 will automatically be provided coverage under General Storm Water Permit WV0115924. Any newly proposed or expanded construction activity on those sites will require new registration under General Storm Water Permit WV0115924.

Sites disturbing 1 to less than 3 acres that were under construction prior to the effective date of this permit, will be required to apply for and receive permit coverage if not completed by March 1, 2003.

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SECTION A. TERMS OF PERMIT

Discharges from sites covered under the General Permit will not cause a violation of 46CSR1 and 46CSR 12 of the West Virginia Legislative Rules pursuant to Chapter 22, Article 11 and Article 12.

SECTION B. SCHEDULE OF COMPLIANCE

Compliance with this General Permit and the approved Storm Water Pollution Prevention Plan is required upon the beginning of the construction project.

SECTION C. MANAGEMENT CONDITIONS

C.1 Duty to Comply

C.1.a. The permittee must comply with all conditions of this Permit. Permit noncompliance constitutes a violation of the federal Clean Water Act (CWA) and State Act (Chapter 22, Article 11 and Article 12) and is grounds for enforcement action; for permit modification, relocation and reissuance, suspension or revocation; or for denial of a permit renewal application.

C.1.b. The permittee shall comply with all effluent standards or prohibitions established under Section 307(a) of the CWA for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

C.2. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit as detailed in permit re-issuance. The construction activities permitted by this General Permit have 365 days past the expiration of the permit to complete the activity. Sites not completely stabilized will be required to reapply.

C.3. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit, which has a reasonable likelihood of adversely affecting human health or the environment.

C.4. Permit Actions

This permit may be modified, revoked and reissued, suspended, or revoked for cause. The filing of a request by the permittee for permit modification, revocation and reissuance, or revocation, or a notification of a planned change or anticipated noncompliance, does not stay any permit condition.

C.5. Property Rights

This permit does not convey any property rights of any sort or any exclusive privilege.

C.6. Signatory Requirements

All applications, reports, or information submitted to the Director shall be signed and certified as required in 47 CSR 10.4.6 of the West Virginia Legislative Rules. If an authorization becomes inaccurate because a different individual or position has responsibility for the overall operation of the project, a new authorization must be submitted to the Director prior to, or together with any reports, information, or applications to be signed by an authorized representative.

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C.7. Transferability

This permit is not transferable to any person, except after notice to the Director. The Director may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary.

C.8. Duty to Provide Information

The permittee shall furnish to the Director, within a reasonable specified time, any information, including water quality monitoring if necessary which the Director may request to determine whether cause exists for modifying, revoking and reissuing, suspending, or revoking this permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

C.9. Other Information

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, it shall promptly submit such facts or information.

C.10. Inspections and Entry

The permittee shall allow the Director, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

C.10.a.

Enter upon the permittee's premises in which an effluent source or activity is located, or where records must be kept under the conditions of this permit;

C.10.b.

Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;

C.10.c.

Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit.

C.11. Permit Modification

This permit may be modified, suspended, or revoked in whole or in part during its term in accordance with the provisions of Chapter 22-11 and 47CSR10 of the Code of West Virginia. Any permittee wishing to modify their coverage under this permit shall submit such request at least 30 days prior to the commencement of the proposed action.

C.12. Water Quality

The effluent or effluents covered by this permit are to be of such quality so as to not cause violations of applicable water quality standards adopted by the State Environmental Quality Board.

C.13. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under section 311 of the CWA.

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C.14. Liabilities

C.14.a.

Any person who violates a permit condition implementing sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act is subject to a civil penalty not to exceed \$25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing section 301, 302, 306, 307, or 308 of the Clean Water Act is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than 1 year, or both.

C.14.b.

Any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more that \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

C.14.c.

Nothing in C.14.a), and b) shall be construed to limit or prohibit any other authority the Director may have under the State Water Pollution Control Act, Chapter 22, Article 11 and State Groundwater Protection Act, Chapter 22, Article 12.

C.15 Outlet Markers

An outlet marker shall be posted during the term of General Permit coverage in accordance with Title 47, Series 11, Section 9 of the West Virginia Legislative Rules.

SECTION D. OPERATION AND MAINTENANCE

D.1. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of the permit.

D.2. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

D.3. Bypass

D.3.a. Definitions

D.3.a.1.

"Bypass" means the intentional diversion of waste streams from any portion of a treatment facility; and

D.3.a.2.

"Severe property damage" means substantial physical damage to property, damage to the treatment facility which causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

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D.3.b.

Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of D.3.c) and D.3.d) of this permit.

D.3.c. Notification of bypass

D.3.c.1.

If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten (10) days before the date of the bypass.

D.3.c.2

If the permittee does not know in advance of the need for bypass, notice shall be submitted as requires in F.2.a) of this permit.

D.3.d. Prohibition of bypass

D.3.d.1.

Bypass is permitted only under the following conditions, and the Director may take enforcement action against a permittee for bypass, unless;

D.3.d.1.A.

Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

D.3.d.1.B

There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated sediment, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance. This condition is not satisfied if the sediment and erosion control structures were not installed in the proper sequence; and

D.3.d.1.C.

The permittee submitted notices as required under D.3.c) of this permit.

D.3.d.2.

The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in D.3.d)(1) of this permit.

D.4 Upset

D.4.a. Definition "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with the terms and conditions of the permit and the Storm Water Pollution Prevention Plan because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

D.4.b. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of D.4.c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

D.4.c. Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

D.4.c.1. An upset occurred and that the permittee can identify the cause(s) of the upset:

D.4.c.2. The permitted project was at the time being properly operated.

D.4.c.3. The permittee submitted notice of the upset as required in F.2.a) of this permit.

D.4.c.4. The permittee complied with any remedial measures required under C.3. of this permit.

D.4.d. Burden of proof. In any enforcement proceedings the permittee seeking to establish the occurrence of an upset has the burden of proof.

D.5. Removed Substances

Where removed substances are not otherwise covered by the terms and conditions of this permit or other existing permits by the Director, any solids, sludge, filter backwash or other pollutants (removed in the course of treatment or control of wastewater) and which are intended for disposal within the State, shall be disposed of only in a manner and at a site subject to the approval by the Director. If such substances are intended for disposal outside the State or for reuse, i.e., as a material used for making another product, which in turn has another use, the permittee shall notify the Director in writing of the proposed disposal or use of such substances, the identity of the prospective disposer or users, and the intended place of disposal or use, as appropriate.

SECTION E. MONITORING AND REPORTING

Monitoring of discharges is not required for construction activities unless directed by the Director.

E.1. Definitions

"As-built drawing" means a certified drawing of conditions as they were actually constructed.

"Best Management Practices" (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, other management practices and various structural practices such as but not limited to silt fence, sediment traps, seeding and mulching, and rip-rap used to prevent or reduce erosion and sediment runoff and the pollution of waters of the State. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

"Clearing" means cutting and removing vegetation with chain saws, brush axes, brush hogs and other mechanical means where there is little or no soil disturbance.

"Common Plan of Development" is a contiguous construction project where multiple separate and distinct construction activities may be taking place at different times on different schedules but under one plan. The "plan" is broadly defined as any announcement or piece of documentation or physical demarcation indicating construction activities may occur on a specific plot; included in this definition are most subdivisions.

"Control" is a Best Management Practice such as erosion control or sediment control that used on a construction project will reduce sedimentation

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"Construction Activity" means earth disturbance operations such as clearing and grubbing, grading, filling and excavation during site development for residential, commercial or industrial purposes. This includes but is not limited to access roads, off-site borrow and spoil areas and house lots in subdivisions.

"CWA" means Clean Water Act or the Federal Water Pollution Control Act.

"Director" means the Director of the Division of Water Resources, Department of Environmental Protection, or their designated representative.

"Disturbed area" is the total area of earth disturbing activity that will take place during all phases of a construction project, including but not limited to all waste and borrow sites, utility installation, road building, mass grading, and site development. For the purposes of the General Permit, subdivisions will consider a minimum of ¼ acre disturbance per lot, unless the lot is less than ¼ acre in size, in which the entire lot will be considered as disturbed area.

"Establishment" is an operation or facility as defined in West Virginia Code 22-11-3.

"Secretary" means the Secretary of the Department of Environmental Protection, or their designated representative.

"Estimate" means to be based on a technical evaluation of the sources contributing to the discharge.

"Excavating" means large scale grading accomplished usually with heavy machinery.

"Final Stabilization" means disturbed areas shall be covered by some sort of permanent protection. "Final Stabilization" includes; pavement, buildings, stable waterways (rip-rap, concrete, grass or pipe), a healthy, vigorous stand of perennial grass that uniformly covers at least 70 percent of the ground, stable outlet channels with velocity dissipation which directs site runoff to a natural watercourse, and any other approved structure or material.

"Grading" means changing surface contours by removing soil and stone from one place and building it up in another.

"Groundwater" means the water occurring in the zone of saturation beneath the seasonal high water table or any perched water zones.

"Groundwater Protection Plan" means groundwater protection practices developed and implemented in accordance with WV Legislative Rules, 47CSR58.

"Grubbing" means physically removing vegetative stumps and roots from the ground and disturbing the earth, usually by heavy machinery.

"Impervious surface" means a surface composed of any material that significantly impedes or prevents natural infiltration of water into soil. Impervious surfaces include, but are not limited to, roofs, building, streets, parking areas, and any concrete, asphalt, or compacted gravel surface.

"Intermittent stream" means a stream which has no flow during sustained periods of no precipitation and which do not support aquatic life whose life history requires residence in flowing waters for a continuous period of at least six (6) months.

"Karst" means a type of topography formed over limestone, dolomite, or gypsum resulting in dissolving or solution of the underlying calcareous rock.

"Minor construction activity" means an activity which disturbs one acre or more area, but less than a three acre area.

"Notice of Intent" is the form to be submitted by the applicant to register a small construction project (one that disturbs 1 to less than 3 acres) under the Construction Storm Water General Permit. (NOI)

"Notice of Termination" is the form to be submitted by the applicant to terminate coverage under the Construction General Storm Water Permit, after final stabilization has been completed. See Final Stabilization. (NOT)

"Pre-development" means the condition of the land, the amount and health of the ground cover and vegetation, prior to development. A "good" condition should be assumed for the pre-development condition.

"Point Source" is any discernible, confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, and container from which pollutants are or may be discharged to surface waters of the state.

Conveyances of pollution formed both as a result of natural erosion or by material means, and which constitutes a component of a drainage system, may fit the statutory definition and thereby subject the operators to liability under the Act.

"Post-development" means the anticipated final conditions of the project, including rooftops, parking lots, streets, drainage systems, vegetation, and any other structure planned. For subdivisions and speculative developments, it will be assumed that all lots are developed.

"Runoff coefficient" means the fraction of total rainfall that is not infiltrated into the ground that will appear at the point of discharge as runoff.

"Run off curve number" is the numeric value reflecting the runoff coefficient and is based on soils, slopes, and type and health of the ground cover.

"Sinkhole" means a depression in the land surface formed by solution or collapse that directs surface runoff into subsurface or to an underground drainage flow.

"Site Registration Application Forms" means the forms designed by the Director for the purpose of registering for coverage under a general permit. Under the General Permit WV0115924 there will be two separate forms, one for 1 to less than 3 acres (Notice of Intent) and the Site Registration Application Form for projects that disturb 3 acres and greater.

"Storm Water" means storm water runoff, snowmelt runoff, and surface runoff and drainage.

"Storm Water Management Facilities" means structures such as ponds, basins, outlets, ditches, velocity dissipaters, infiltration trenches and basins, extended detention basins and ponds, and any other structure used to control the quality and quantity of storm water from a development project.

"Storm Water Pollution Prevention Plan" means the Erosion and Sediment Control Plan submitted as part of the Site Registration Application Form.

"Tier 2.5 Waters" means Waters of Special Concern as identified in 46 CSR 1-4F.1.

"Tier 3 Waters" means waters as otherwise identified in 46CSR 1-4G.1.

"1-year, 24-hour precipitation event" means the maximum 24-hour precipitation event with a probable recurrence interval of once in 1 year. This information is available from the National Climatic Center of the Environmental Data Service, National Oceanic and Atmospheric Administration, U.S. Department of Commerce, or the Natural Resources Conservation Service's Erosion Control Handbook for Developing Areas.

"25-year, 24-hour precipitation" means the maximum 24-hour precipitation event with a probable recurrence interval of one in 25 years.

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SECTION F. OTHER REPORTING

F.1. Reporting Spill and Accidental Discharges

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to Series 11, Section 2, of the West Virginia Legislative Rules promulgated pursuant to Chapter 22, Article 11.

F.2. Immediate Reporting

- F.2.a. The permittee shall report any noncompliance which may endanger health, property or the environment immediately after becoming aware of the circumstances by using the Department's designated spill alert telephone number (1-800-642-3074). A written submission shall be provided within five (5) days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

SECTION G. OTHER REQUIREMENTS

G.1. Requiring an individual permit or an alternative general permit.

- G.1.a. The Director may require any person authorized by this permit to apply for and obtain either an individual NPDES permit or an alternative NPDES general permit. Any interested person may petition the Director to take action under this paragraph. The Director may require any owner or operator authorized to discharge under this permit to apply for an individual NPDES permit only if the owner or operator has been notified in writing that a permit application is required. This notice shall include a brief statement of the reasons for this decision, an application form, a statement setting a deadline for the owner or operator to file the application, and a statement that on the effective date of the individual NPDES permit or the alternative general permit as it applies to the individual permittee, coverage under this general permit shall automatically terminate. The Director may grant additional time to submit the application upon request of the applicant. If an owner or operator fails to submit in a timely manner an individual NPDES permit application required by the Director under this paragraph, then the applicability of this permit to the individual NPDES permittee is automatically terminated at the end of the day specified for application submittal.

- G.1.b. Storm water discharges associated with construction activities for operations regulated pursuant to West Virginia Code Chapter 22, Article 6 (Oil and Gas Operations) are covered by this General Permit. However, the permittee shall comply with the provisions of the site Construction and Reclamation Plan (Chapter 35-4-16) in lieu of the provisions of Section G.4 of this General Permit. Separate application to the Division of Water Resources for coverage under this General Permit is not required. Other provisions of this General Permit are applicable to these operations and failure to comply with the approved Construction and Reclamation Plan shall constitute a failure to comply with Section G.4 of this General Permit.

G.2. Prohibition of non-storm water discharges

Except as provided below, all discharges covered by this permit shall be composed entirely of storm water. Discharges of material other than storm water must be in compliance with an NPDES permit (other than this permit) issued for the discharge.

The following non-storm water discharges are authorized by this permit: discharges from fire fighting activities, fire hydrant flushing; waters used to wash vehicles or control dust; potable water sources, including waterline flushing; lawn watering; routine external building washdown which does not use detergents; pavement washwater where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate; springs; uncontaminated groundwater; and foundation or footing drains where flows are not contaminated with process materials such as solvents that are combined with storm water discharges associated with industrial activity.

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This permit does not authorize the conveyance, diversion, channeling, directing or otherwise allowing the discharge of storm water into a sinkhole without an Underground Injection Control Permit."

G.3. Releases in excess of Reportable Quantities

This permit does not relieve the permittee of the reporting requirements of 40 CFR 117 and 40 CRF 302. The discharge of hazardous substances in the storm water discharge(s) from a project is not authorized by this General Permit, and in no case shall the discharge(s) contain a hazardous substance equal to or in excess of reporting quantities.

G.4. Storm Water Pollution Prevention Plans (SWPPP/Groundwater Protection Plans (GPP)

A Storm Water Pollution Plan and a Groundwater Protection Plan shall be developed for each project covered by this permit. These two plans may be combined into one plan so long as all of the requirements for both plans are met. Alternatively, they may be developed and maintained as separate stand-alone documents.

Storm Water Pollution Prevention Plans shall be prepared in accordance with good engineering practices. The plan shall identify potential sources of pollution that may reasonably be expected to affect the quality of storm water discharges associated with construction activity. In addition, the plan shall describe and ensure the implementation of practices that are to be used to reduce the pollutants in storm water discharges associated with construction activity and to assure compliance with the terms and conditions of this permit.

Groundwater Protection Plans (GPP) shall be prepared in accordance with Section G.4.e.2.c.iv. of this permit and the requirements of Title 47, Series 58, Section 4.11. et seq (Groundwater Protection Regulations). The GPP shall identify all operations that may reasonably be expected to contaminate the groundwater resources with an indication of the potential for soil and groundwater contamination from those operations. In addition the GPP shall provide a thorough and detailed description of procedures designed to protect groundwater from the identified potential contamination sources. Guidance in the completion of a GPP is available from the Division of Water Resources. A generic GPP will be provided as part of the instructions.

G.4.a. The SWPPP and the GPP shall be signed in accordance with Section C.6. and retained on site.

G.4.b. The application and SWPPP shall be submitted to the Division of Water Resources at least 45 days before construction is to begin, except as noted in G.4.b.3., G.4.b.4, and G.4.b.5. Developers should submit applications for review prior to accepting bids on the project. As the plans are evaluated by the Director or authorized representative, the Director or authorized representative may notify the permittee during the 45-day review period that the plan(s) do not meet one or more of the minimum requirements of this section. After such notification from the Director or authorized representative, the permittee shall make changes to the plan in accordance with the time frames established below, and shall submit to the Director, a written certification that the requested changes have been made.

G.4.b.1. Except as provided below in paragraph (2), the permittee shall have 30 days after such notification to make the changes necessary.

G.4.b.2. The permittee of a storm water discharge associated with industrial activity composed in part or in whole of runoff from construction activities shall have 24 hours after such notification to make changes relating to sediment and erosion controls to prevent loss of sediment from an active site, unless additional time is provided by the Director or an authorized representative.

G.4.b.3. Projects disturbing less than 3 acres and that do not discharge to or upstream of a Tier 2.5 or Tier 3 waters shall submit only the Notice of Intent Form (NOI) 10 days prior to initiating construction.

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G.4.b.4. Projects that will discharge to or upstream of Tier 2.5 or Tier 3 waters and disturb 3 acres or more, or that will disturb 100 or more acres, or that the grading phase of construction will last for more than one year, shall submit the application and SWPPP at least 90 days prior to construction to allow for the public notice procedure.

G.4.b.5. Projects proposing permanent storm water basins or ponds shall submit the GPP with the application.

G.4.c. The permittee shall modify, using forms provided by DWR, the SWPPP whenever there is a change in design, construction, scope of operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the waters of the State, or if the SWPPP proves to be ineffective in achieving the general objectives of controlling pollutants in storm water discharges associated with construction activity. Should conditions warrant, the Director may request changes to the SWPPP during a field inspection. The Director may review changes or modifications to the SWPPP in the same manner as above.

The permittee shall amend the GPP whenever there is a change in design, construction, operation, or maintenance which could reasonably be expected to have an impact on the potential contamination of groundwater. The Director may review amendments to the GPP in the same manner as above.

G.4.d. In addition to the requirements of G.4.e, the SWPPP shall also include, at a minimum, the following items:

G.4.d.1 General Management Controls

G.4.d.1.A Preventive Maintenance – A preventive maintenance program shall involve inspection and maintenance of sediment and erosion control devices and storm water management structures to uncover conditions that could cause breakdowns or failures resulting in discharges of pollutants to surface waters.

G.4.d.1.B Good Housekeeping – Good housekeeping requires the maintenance of a clean and orderly project.

G.4.d.1.C Spill Prevention and Response Procedures – Areas where potential spills can occur, and their accompanying drainage points shall be identified clearly in the storm water pollution prevention plan. Where appropriate, specifying material handling procedures and storage requirements in the plan should be considered. Procedures for cleaning up spills shall be identified in the plan and made available to the appropriate personnel. The necessary equipment to implement a clean up should be available to personnel.

G.4.d.1.D. Employee Training – Employees training programs shall inform personnel at all levels of responsibility of the components and goals of the storm water pollution prevention plan. Training should address topics such as spill response, good housekeeping and routine inspection. A pollution prevention plan shall identify time frames for such training.

G.4.d.1.E. Visual Inspection – Qualified company personnel shall be identified to inspect as set forth under Maintenance G.4.e)(2)(E). A tracking or follow-up procedure should be used to ensure that adequate response and corrective actions have been taken in response to the inspection. Records of inspections shall be maintained for review by the Director.

G.4.d.1.F. Record keeping and Internal Reporting Procedures – Incidents such as spills, leaks and improper dumping, along with other information describing the quality and quantity of storm water discharges should be included in the records. Inspections and maintenance activities such as cleaning sediment basins or traps and other sediment trapping structures or catch basins and reseeding should be documented and recorded.

G.4.d.2. Consistency with other plans-Spill Prevention Control and Countermeasure (SPCC) plans under Section 311 of the CWA or any BMP's or GPP pursuant to 47 CSR 58 may be incorporated into a storm water prevention plan by reference.

G.4.e. Requirements for Construction Activities – Operations that discharge storm water associated with construction activity disturbing one or more acres are not only subject to the requirements of Section G.4.d) of this permit, but are also subject to the following requirements. The storm water pollution prevention plans shall include, as a minimum, the following items.

G.4.e.1. Site Description – Each plan shall, at a minimum, provide a description of the following:

G.4.e.1.A A description of the nature of the construction activity, including a proposed timetable for major activities;

G.4.e.1.B. Estimates of the total area of the site and the part of the site that is expected to undergo excavation or grading, the increase in impervious area by acreage and percentage, and the total amount of excavation by cut and fill;

G.4.e.1.C. For each discharge design point an estimate of the pre-construction peak discharge from 1 year, 24 hour storm in cubic feet per second and an estimate of the post-development peak discharge from a 1 year, 24 hour storm in cubic feet per second using the Natural Resource Conservation Service's TR-55 or TR-20 or other approved methodology. Provide a description of the nature of fill material to be used, and data describing the soil from the Natural Resource Conservation Service's county soil survey and any known water quality data of any discharge from the site.

G.4.e.1.D. A site map indicating, with a minimum of 5 foot contours, drainage patterns and slopes prior to construction and anticipated conditions after grading activities, topsoil stockpiles, waste areas, borrow sites, locations of sediment control structures identified in the narrative, the location of impervious areas after construction is completed, final storm water routing including all ditches and pipe systems, property boundaries and easements, nearest receiving stream, access roads, legend and springs, surface waters and any other information necessary to describe the project in detail.

G.4.e.2. Controls – Each construction operation covered by this permit shall develop a description of controls appropriate for the project, and implement such controls. The description of these controls shall address the following minimum components, including a schedule for implementing such controls.

G.4.e.2.A. Erosion and Sediment Controls

G.4.e.2.A.i. Vegetative Practices – A description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices shall be provided. Site plans should ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized as rapidly as possible. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Also include in the plan seedbed preparation requirements and the type and amount of soil amendments necessary to establish a healthy stand of vegetation. A record of the dates when major grading activities will occur, and when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures will be initiated shall be included in the plan. Except as noted below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

G.4.e.2.A.i.a. Where the initiation of stabilization measures by the 7th day after construction activity temporary or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as conditions allow.

G.4.e.2.A.i.b. Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g., The total time period that construction activity is temporarily halted is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the 7th day after construction activities have temporarily ceased.

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G.4.e.2.A.i.c. Temporary diversions, both upslope and diversions to trapping structures, must be seeded and stabilized immediately and prior to becoming functional.

G.4.e.2.A.ii Structural Practices – A description of the structural practices to be used to divert flows around exposed soils, store flows or otherwise limit runoff from exposed areas and eliminate sediment laden runoff from the site. Such practices may include but are not limited to silt fences, earth dikes and berms, land grading, diversions, brush barriers, drainage swales, check dams subsurface drains, pipe slope drains, storm drain inlet protection, rock outlet protection, reinforced soil retention systems and geotextiles, gabions and rip-rap, and permanent and temporary sediment traps/basins.

For locations on a site that have a drainage area of 5 acres or less, a sediment trap which provides a storage volume equal to 3600 cubic feet per acre of drainage area shall be installed. Half of the volume of the trap will be in a permanent pool and half will be dry storage.

For drainage areas of greater than five acres, a sediment basin providing 3600 cubic feet per drainage acre shall be installed. Half of the volume of the basin will be in a permanent pool and half will be dry storage. Sediment basins must be able to dewater the dry storage volume in 48 to 72 hours. A sediment basin must be able to pass through the spillway(s) a twenty-five-year, 24-hour storm event with one foot of freeboard. The inlet(s) to a sediment-trapping structure must be protected against erosion by the appropriate material such a riprap.

If necessary, diversions will be used to direct runoff to the trapping structure. Diversions must be stabilized immediately and prior to becoming functional.

For locations served by a common drainage where a detention basin providing 3600 cubic feet of storage is not attainable, silt fences, rock check dams, sediment traps in series or equivalent or additional sediment and erosion controls within the project area are required in lieu of the required sized sediment basin. Justification and a narrative description of the additional measures must be provided for use of any practice(s) other than sediment basins or traps.

Fill slopes must be protected by measures used to divert runoff away from fill slopes to conveyance measures such as pipe slope drains or stable channels.

Sediment trapping structures will be eliminated, and the area properly reclaimed and stabilized, when the contributing drainage area is stabilized and the structures are no longer needed, unless the structure is converted into a permanent storm water detention/retention structure. All trapped sediments will be disposed on in an upland area where there is no chance of entering nearby streams. Breaching the embankment to dewater the structure is not permitted. Dewatering and removal of the structure should not cause a violation of water quality standards. Provide a description of the procedures that will be used in removing these structures and the time frame.

No sediment-laden water will be allowed to leave the site without going through an appropriate device.

G.4.e.2.A.iii Presumptive Conditions for Discharges to Tier 2.5 Waters

Construction activities discharging to Tier 2.5 waters will be deemed not to cause significant degradation if, in addition to the standard General Permit conditions, the following presumptive conditions are met. Projects that do not meet the presumptive conditions will be required to seek coverage under an individual permit.

- (a.) An undisturbed buffer zone shall be maintained between the construction activity and the stream of at least 100 feet. Certain limited construction activities may be allowed within the buffer zone and considered consistent with these criteria, if it is demonstrated that such construction is necessary and unavoidable. Examples would include road construction necessary to access the site, installation of water quality protective measures that could not otherwise be constructed, or the construction of linear projects such as utility lines or highways, whose alignment cannot avoid the stream. In those circumstances, any buffer waiver would apply only to the area needed to construct that portion of the facility. Any temporary structures allowed within the buffer zone must be removed upon completion of construction and the area re-vegetated, preferably with native or non-invasive plants.

- (b.) Permanent structural measures shall be provided to attenuate storm water runoff such that the pre-construction peak discharge rate is not exceeded for the 1 year, 24 hour storm. The storm water management plan shall also discuss BMP's to be implemented to reduce potential storm water pollutants from the site.
- (c.) All disturbed areas shall be seeded and mulched immediately upon reaching final grade. In the event the construction activity stops for 2 weeks or more in an area, that area will be immediately seeded and mulched with a temporary vegetative cover.

G.4.e.2.(B) Storm Water Management Plan

A description of measures that will be installed during construction to control storm water discharges after the project is completed shall be included in the storm water pollution prevention plan. The completed project shall convey storm water runoff in a manner that will protect both the site and the receiving stream from post-construction erosion. All waterways and other runoff conveyance structures shall be permanently stabilized as appropriate for expected flows. In developing structural practices for storm water control, the operator shall consider the use of, but not limited to: infiltration of runoff onsite; flow attenuation by use of open vegetated swales and natural depressions; storm water retention structures and storm water detention structures. A combination of practices may be utilized. Low impact development technology is encouraged to minimize alteration of the pre-construction site hydrology. Velocity dissipation devices shall be placed at the outlet of all detention or retention structures and along the length of any outlet channel as necessary to provide a non-erosive velocity flow from the structure to a natural water course. Projects that increase the impervious surface on the project area by fifteen percent (15%) or more shall demonstrate that existing channel characteristics in the

natural watercourse will not be altered by the storm water discharge. This provision may be complied with by:

- i. providing structural measures to attenuate the storm water runoff so that the pre-construction peak discharge rate is not exceeded; or
- ii. providing a hydrologic and/or geomorphic assessment that demonstrates that the increased peak discharge rate can be accommodated by the receiving stream without altering the existing channel characteristics (increased bank erosion or channel instability).

Projects located in areas that have local government requirements and/or criteria for post construction storm water management may address Item (i) by meeting those requirements. If local storm water management criteria have not been established, the design shall address maintenance of pre-construction flows for the 1 year, 24-hour storm. Alternative design measures will be considered with technical justification provided by the applicant. All designs for this provision should consider reduction of both the frequency and duration of peak flow rates. Item (ii) should be addressed by demonstration that the receiving natural channel can convey the developed condition 1 year, 24-hour storm within the channel banks and at a non-erosive velocity. A detailed assessment will not be required for Item (ii) if the proposed discharge rate is one (1) percent or less of the expected flow rate for the receiving stream at the point of discharge (for the 1 year, 24 hour storm) or the project is less than (3) acres in size (unless required by local government).

Projects that are expected to significantly increase peak storm water discharge rates should also consider control of storm water discharges for flood protection purposes (out of bank flooding). Flood protection would be considered at a minimum as control of the post-construction peak discharge rate for a 10-year, 24-hour storm to the pre-construction peak discharge rate. However, the level of protection should be based on the hazard involved to downstream life and property. The permittee shall be required to meet any local government or other agency requirements for storm water management and provide verification thereof (See Section D below).

The permittee shall submit all calculations, watershed mapping, design drawings, and any other information necessary to explain the technical basis for the storm water management plan. Since development site conditions vary widely, plan preparer's will have significant latitude in designing practices to comply with this provision of the permit. However, design procedures shall follow professionally accepted engineering and hydrologic methodologies. Permanent storm water management structures that will impound water (detention/retention basins or similar structures) shall be designed and certified by a Registered Professional Engineer. These structures shall also have a certified as-built drawing submitted with the Notice of Termination at the completion of the project. Permittees are only responsible for the installation and maintenance of storm water management facilities prior to final stabilization of the site and termination of General Permit coverage, however the entity responsible for post-construction maintenance shall be identified.

G.4.e.3.C) Other Controls

G.4.e.2.C.(i) Waste Disposal –All solid waste and construction/demolition material must be disposed of in accordance with the Code of West Virginia and Legislative Rule Title 33 Series 1, "Solid Waste Management Rule".

G.4.e.2.C. (ii) Each site shall have stone access entrance and exit drives and parking areas to reduce the tracking of sediment onto public or private roads. Except for haul roads, all unpaved roads on the site carrying more than 25 vehicles per day shall be graveled.

G.4.e.2.C (iii) The plan shall ensure and demonstrate compliance with applicable State, local sanitary sewer or septic system regulations.

G.4.e.2.C (iv) Groundwater Protection Plan (GPP) – The applicant shall prepare a GPP that will satisfy the State's Groundwater Protection Act. Projects proposing permanent storm water ponds or basins will submit the GPP for review.

G.4.e.2.(D) Approved State or Local Plans

Facilities which discharge storm water associated with industrial activity from construction activities must include in their storm water pollution prevention plan procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by State or local officials. Sediment and erosion control or storm water management plans approved by other state or local programs and that are either incorporated by reference in the General Permit or a part of an approved SWPPP, may be enforced under this permit. Certification of compliance with the state or local ordinances must be included in the application.

G.4.e.2.(E) Maintenance

A description of procedures to maintain in good and effective condition and promptly repair or restore all grade surfaces, walls, dams and structures, vegetation, erosion and sediment control measures and other protective devices identified in the site plan. At a minimum, procedures in a plan shall provide that all erosion controls on the site are inspected at least once every seven calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24 hour period.

G.4.f) All Storm Water Pollution Prevention Plans and Groundwater Protection Plans required under this permit are considered reports that shall be available to the public under Section 308(b) of the CWA. The owner or operator of a project with storm water discharges covered by this permit shall make plans available to members of the public upon request by the public.

However, the permittee may claim any portion of a Storm Water Pollution Plan or Groundwater Plan as confidential in accordance with 47 CSR 10-12.7.

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G.4.g) No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations.

G.4.h) Permanent ponds and basins and ponds and basins that will remain in use for more than one year must be designed and certified by a Registered Professional Engineer.

G.5. Discharges to Impaired Waters

This permit does not authorize new sources or new discharges of constituents of concern to impaired waters unless consistent with the approved Total Maximum Daily Load (TMDL) and applicable state law. Impaired waters are those that do not meet applicable water quality standards and are listed on the Clean Water Act Section 303(d) list. Pollutants of concern are those constituents for which the water body is listed as impaired. Discharges of pollutants of concern to impaired water bodies for which there is an approved total maximum daily load (TMDL) are not eligible for coverage under this permit unless they are consistent with the approved TMDL. Within six months of the TMDL approval, permittees must incorporate any limitations, conditions, or requirements applicable to their discharges necessary for compliance with the TMDL, including any monitoring or reporting required by DWR rules, into their storm water pollution prevention plan in order to be eligible for coverage under this general permit.

Sites that discharge into a receiving water which has been listed on the Clean Water Act 303(d) list of impaired waters, and with discharges that contain the pollutant(s) for which the water body is impaired, must document in the SWPPP how the BMP's will control the discharge of the pollutant(s) of concern.

G.6. Endangered and Threatened Species

If a site discharges to a stream where a Federally endangered or threatened species or its habitat are present, the applicant should contact the US Fish and Wildlife Service to insure that requirements of the Federal Endangered Species Act are met.

H. Reopener Clause

If there is evidence indicating potential or realized impacts on water quality due to any storm water discharge associated with industrial activity covered by this permit, the owner or operator of such discharge may be required to obtain an individual permit or alternative general permit in accordance with Section G.1. of this permit or the permit may be modified to include different limitations and/or requirements.

I. The conditions, standards, and limitations of this General Permit will be reviewed at the time of reissuance for possible revisions that may lead to more or less stringent conditions, standards, and limitations.

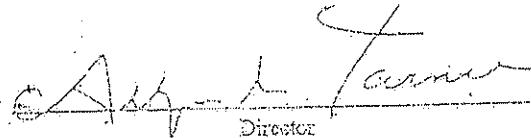
J. Permit coverage for construction activities encompassed by this permit expires upon satisfactory stabilization of the site. Satisfactory stabilization means **ALL** disturbed areas shall be covered by some sort of permanent protection. "Stabilize" includes; pavement, buildings, waterways (rip-rap, concrete, grass, or pipe), a healthy, vigorous stand of grass that uniformly covers more than 70 percent of the ground, stable outlet channels with velocity dissipation which directs site runoff to a natural watercourse, and any other approved structure or material. The permittee will request a final inspection by sending in the "Notice of Termination". The "Notice of Termination" shall also include as-built drawings, certified by a Registered Professional Engineer, for any permanent ponds or basins. Sites not stabilized will continue to have coverage under this permit and will be assessed an annual permit fee as promulgated by the West Virginia Legislature. Sites will be assessed a pro-rated annual fee based upon the completion date and proper stabilization.

BUYER	PAGE	REQ. OR PO NO.
CB-23	055	DEP13702
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

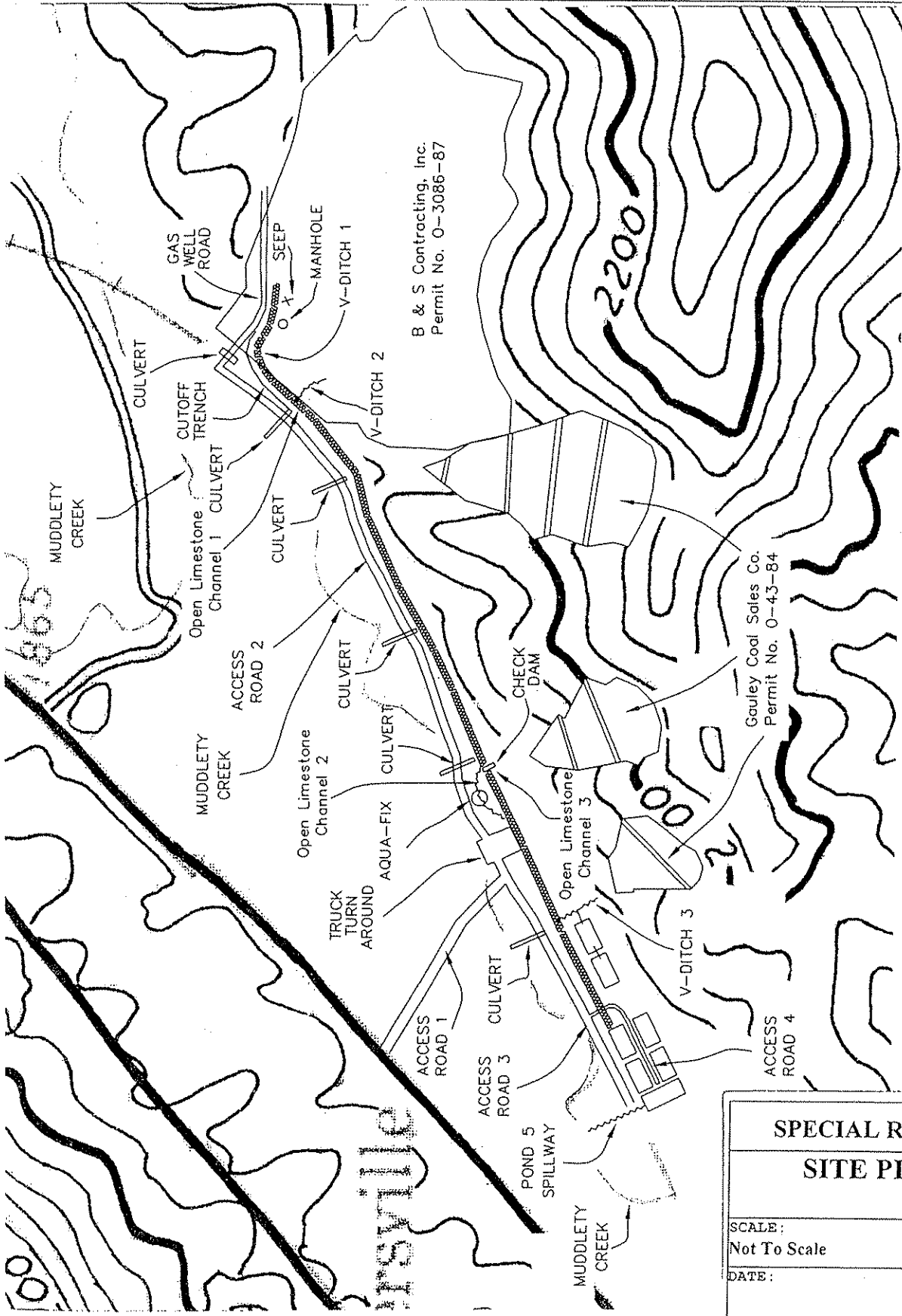
The herein-described activity is to be constructed or installed and operated, used and maintained strictly in accordance with the terms and conditions of this permit; with any plans, specifications, and information submitted with the individual site registration application form, with any plan of maintenance and method of operation thereof submitted and with any applicable rules and regulations promulgated by the State Environmental Quality Board.

Failure to comply with the terms and conditions of this permit, with any plans, specifications and information submitted, and with any plan of maintenance and method of operation thereof submitted shall constitute grounds for the revocation or suspension of this permit to any individual establishment or other person and for the invocation of all the enforcement procedures set forth in Chapter 22, Articles 11, and J.2 of the Code of West Virginia.

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

By: 
Director

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



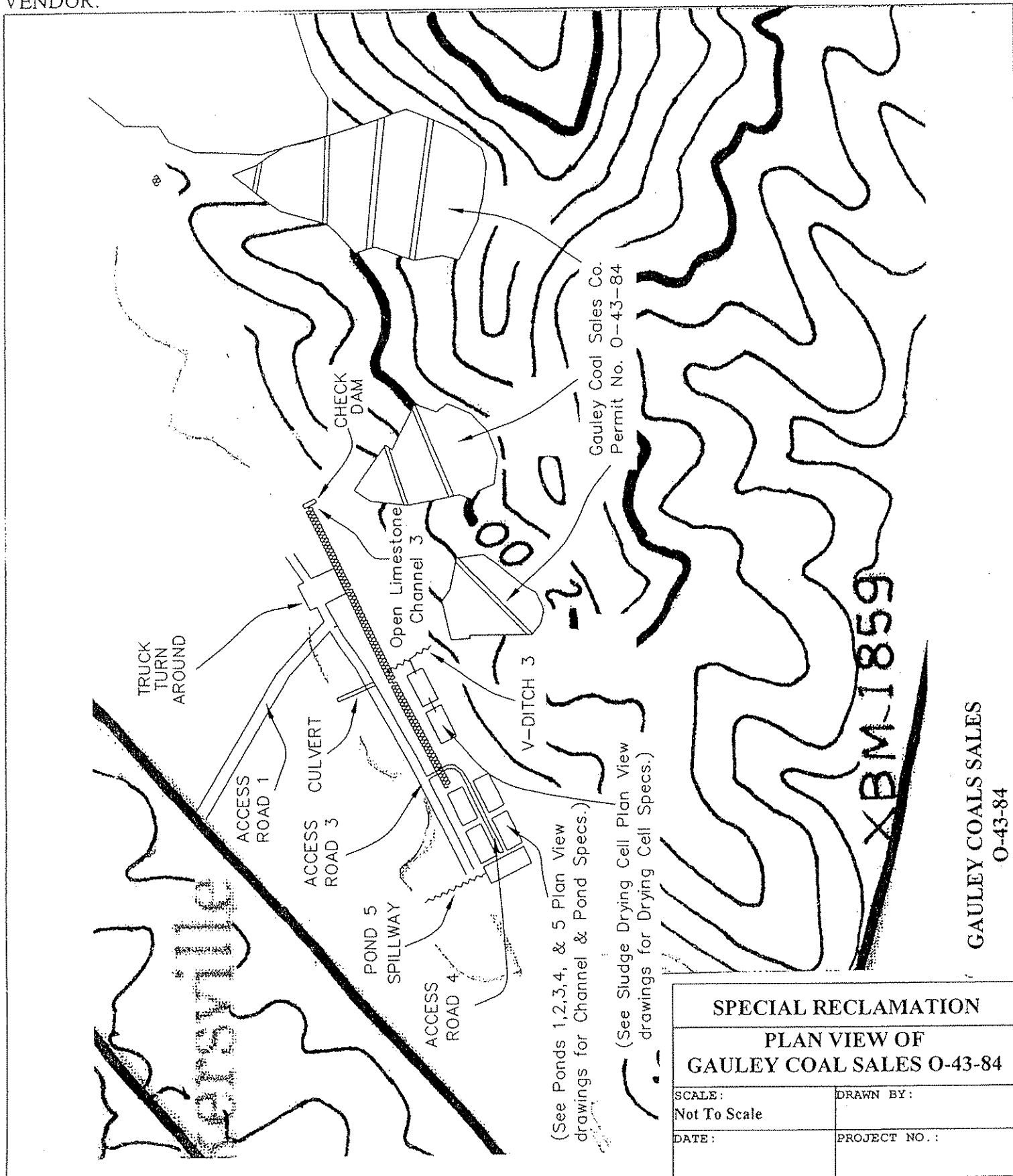
NOTE:

1. See Ponds 1,2,3,4, & 5 Plan View drawing for Channel and Pond Specifications
2. See Sludge Drying Cell Plan View drawings for Sludge Drying Cell Specification

SPECIAL RECLAMATION	
SITE PLAN VIEW	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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 REV. 1/29/02
 VENDOR:

STATE OF WEST VIRGINIA
 PURCHASING CONTINUATION SHEET

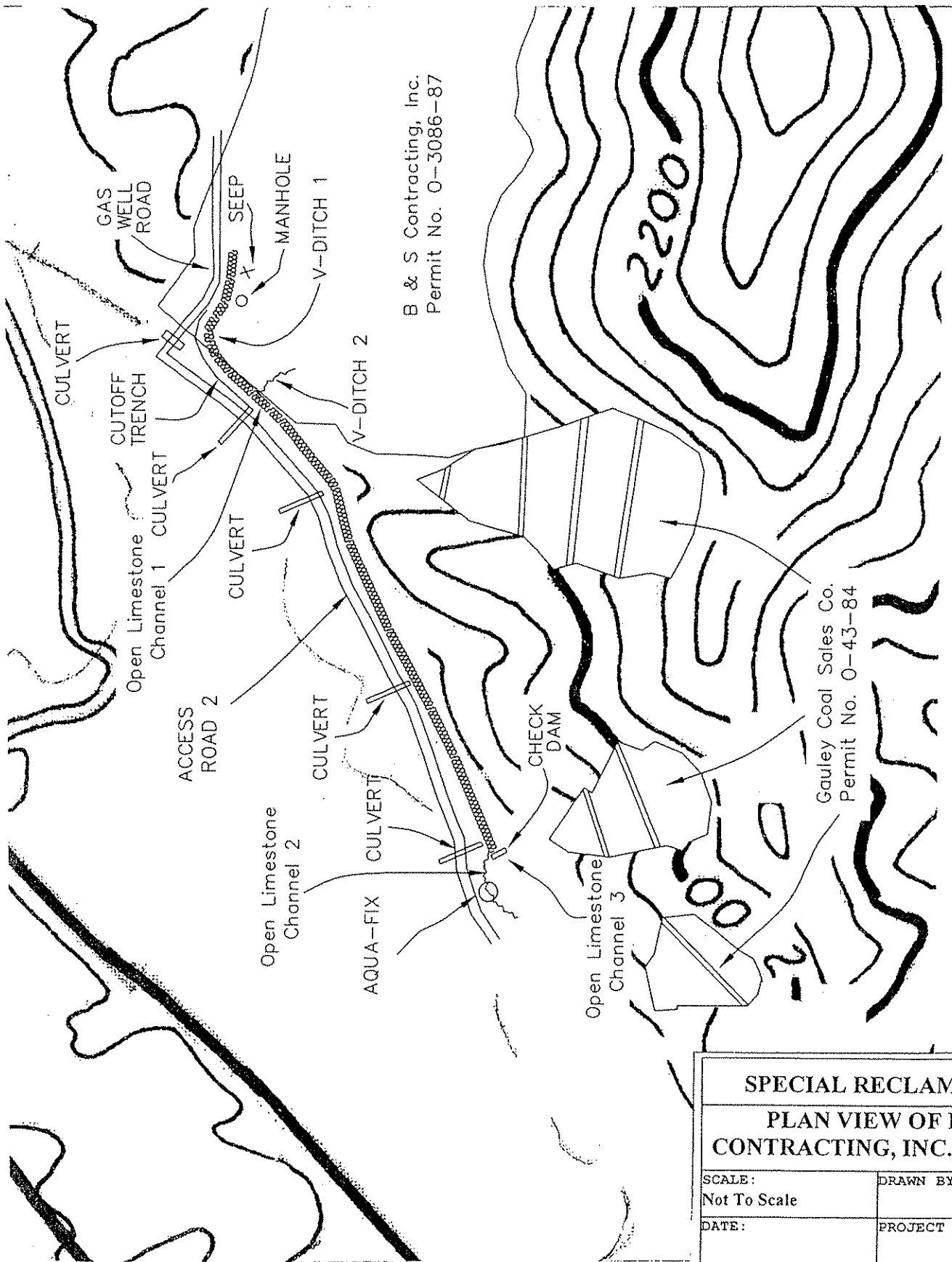


(See Ponds 1,2,3,4, & 5 Plan View drawings for Channel & Pond Specs.)

(See Sludge Drying Cell Plan View drawings for Drying Cell Specs.)

SPECIAL RECLAMATION	
PLAN VIEW OF GAULEY COAL SALES O-43-84	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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



B & S Contracting, Inc.
 Permit No. O-3086-87

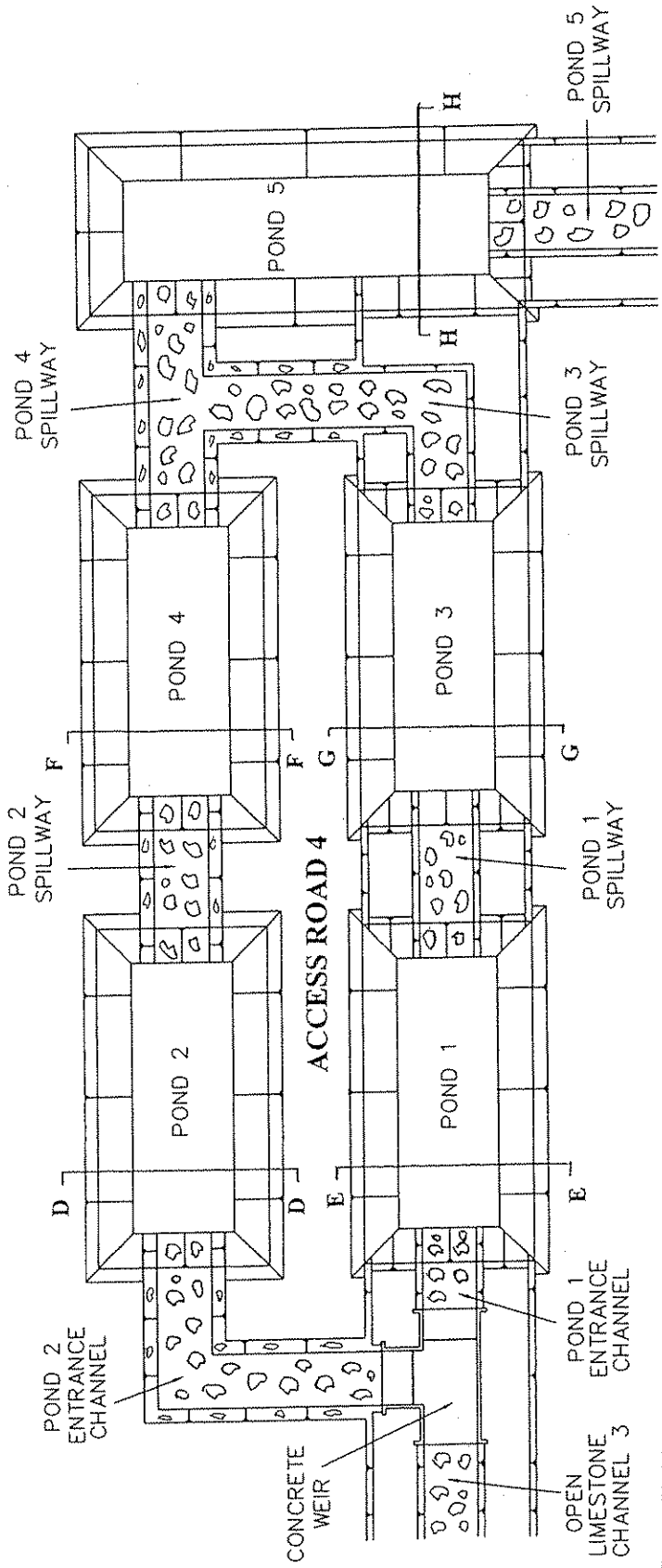
Gauley Coal Sales Co.
 Permit No. O-43-84

B & S CONTRACTING, INC.
 O-3086-87

SPECIAL RECLAMATION	
PLAN VIEW OF B & S CONTRACTING, INC. O-3086-87	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

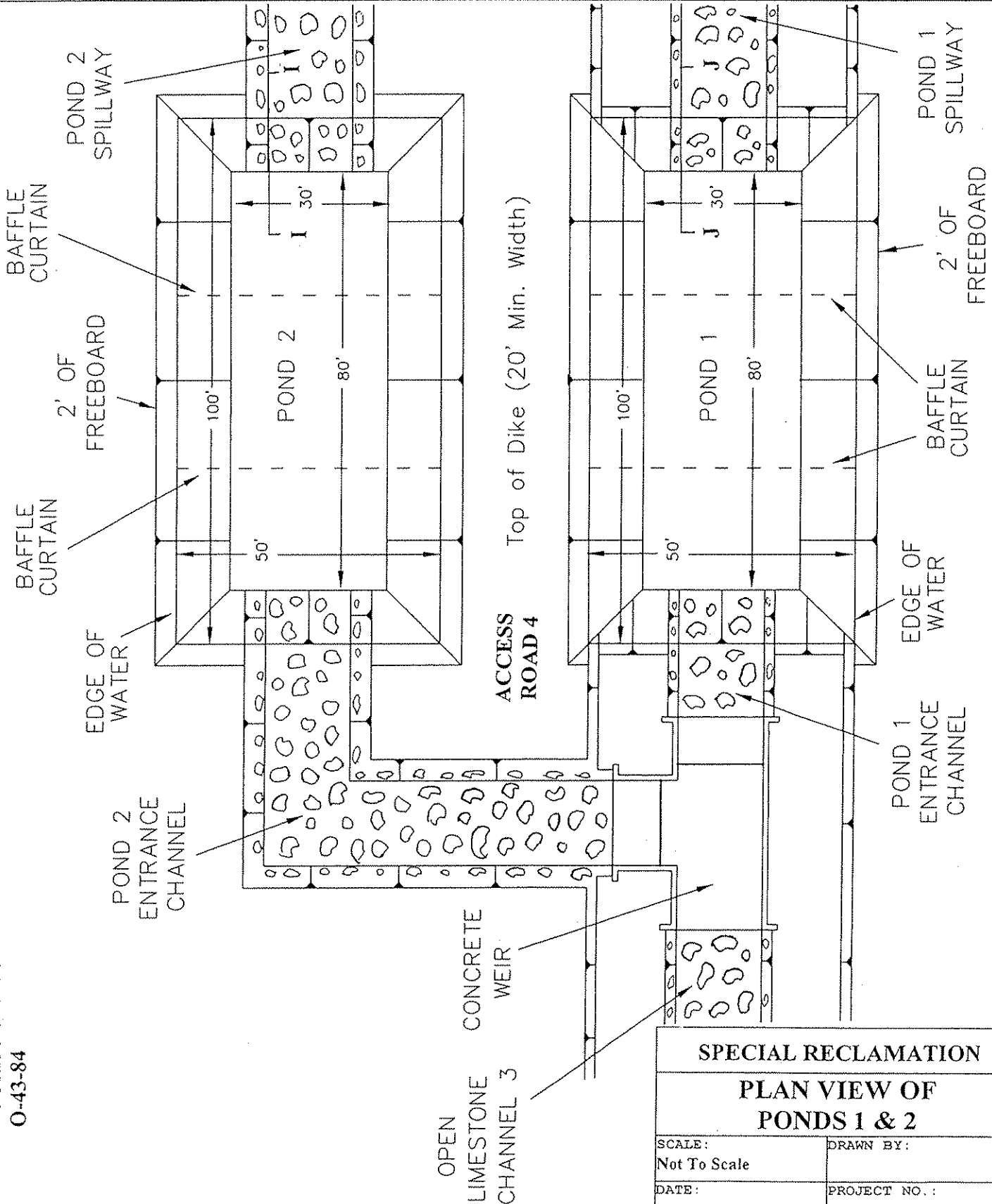


GAULEY COALS SALES
O-43-84

SPECIAL RECLAMATION	
PLAN VIEW OF PONDS 1,2,3,4, & 5	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

VV-36
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STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET



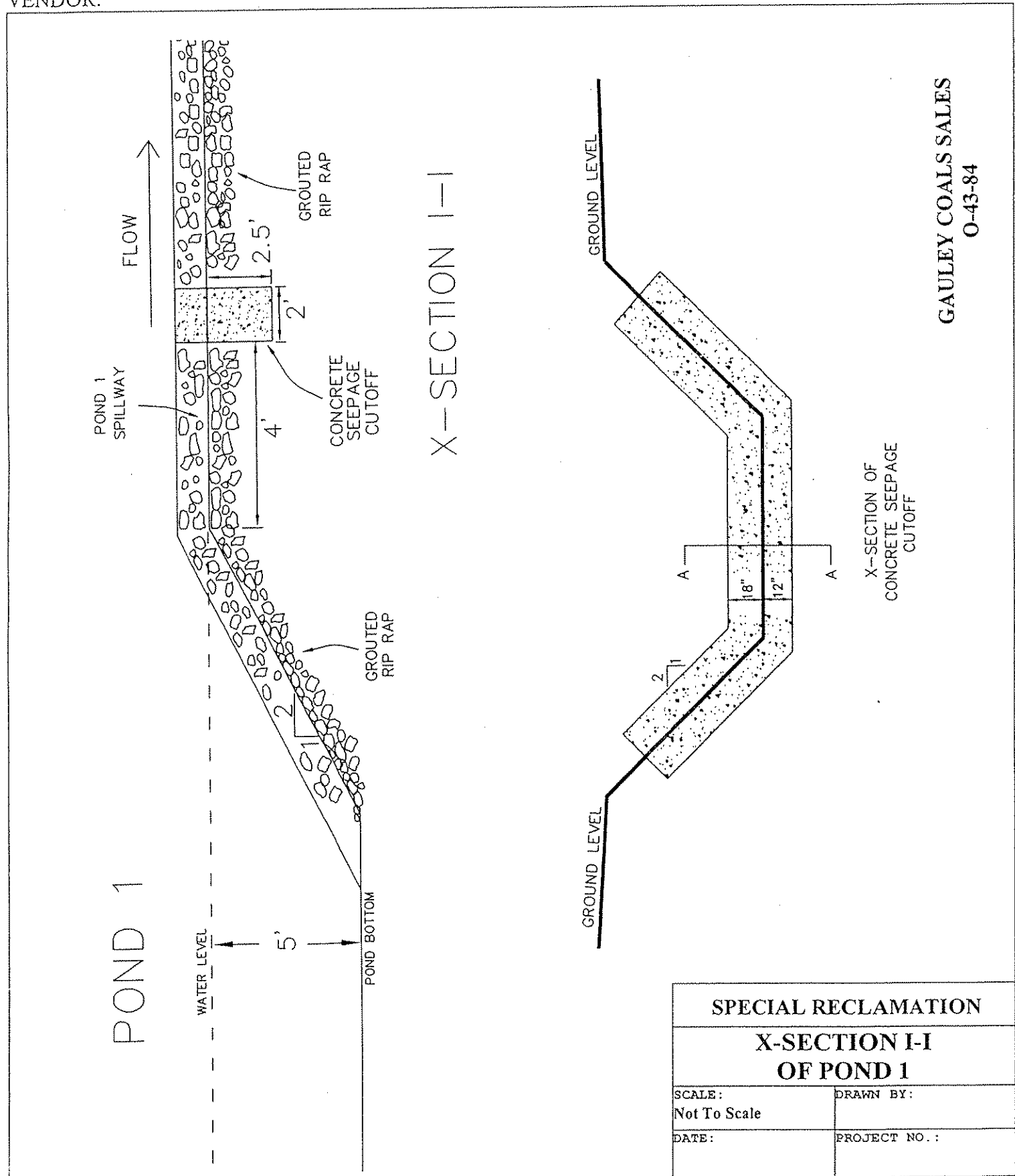
GAULEY COALS SALES
O-43-84

SPECIAL RECLAMATION	
PLAN VIEW OF PONDS 1 & 2	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 061	REQ. OR PO NO. DEP13702
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

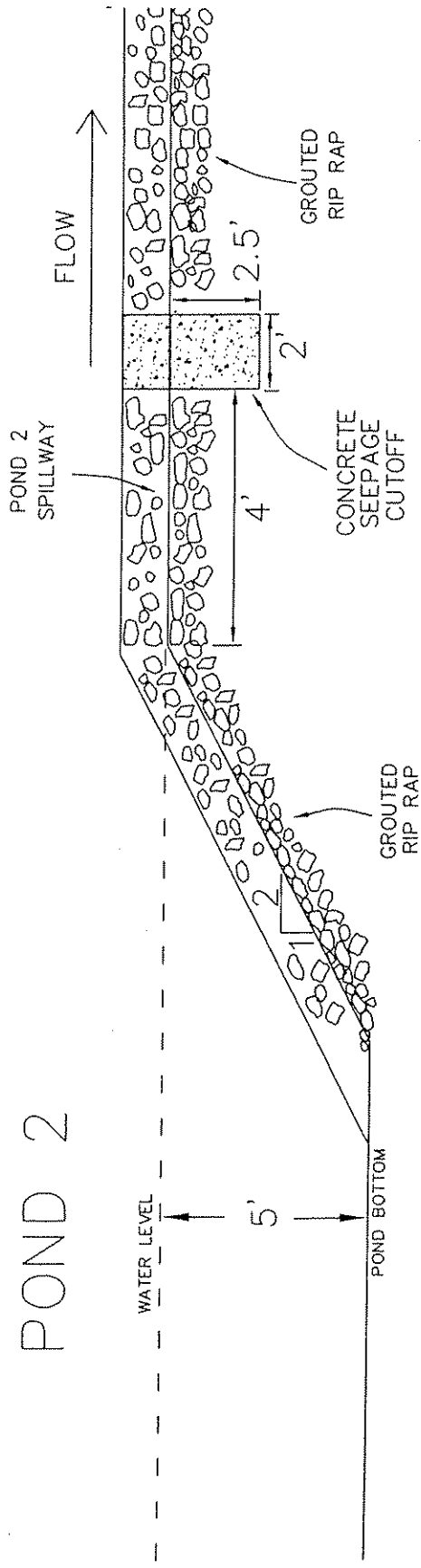
WV-36
REV. 1/29/02
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

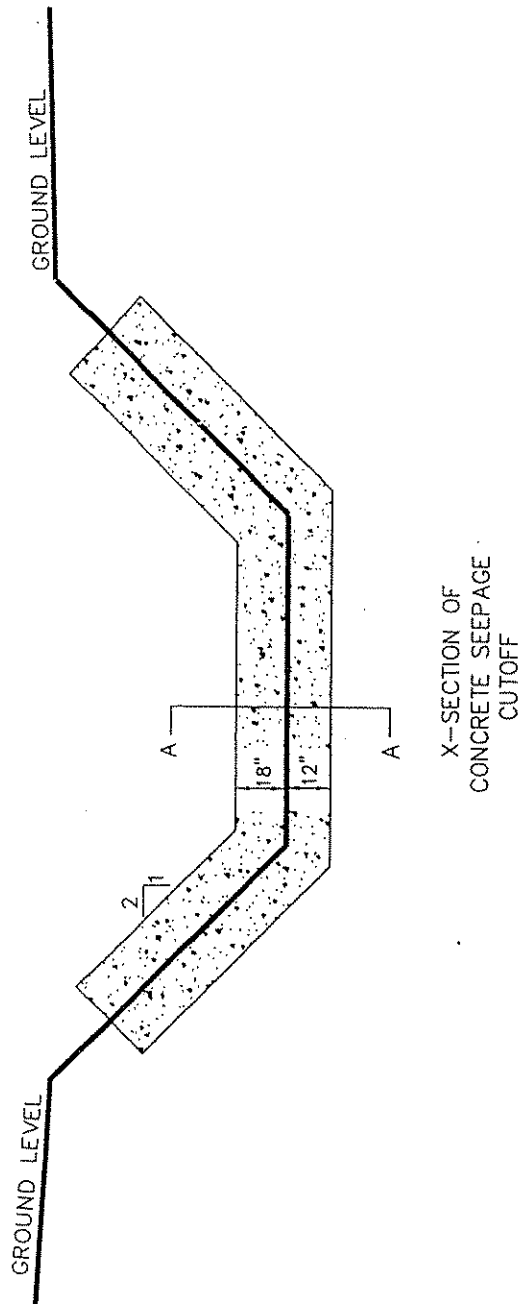


SPECIAL RECLAMATION	
X-SECTION I-I OF POND 1	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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



X-SECTION J-J



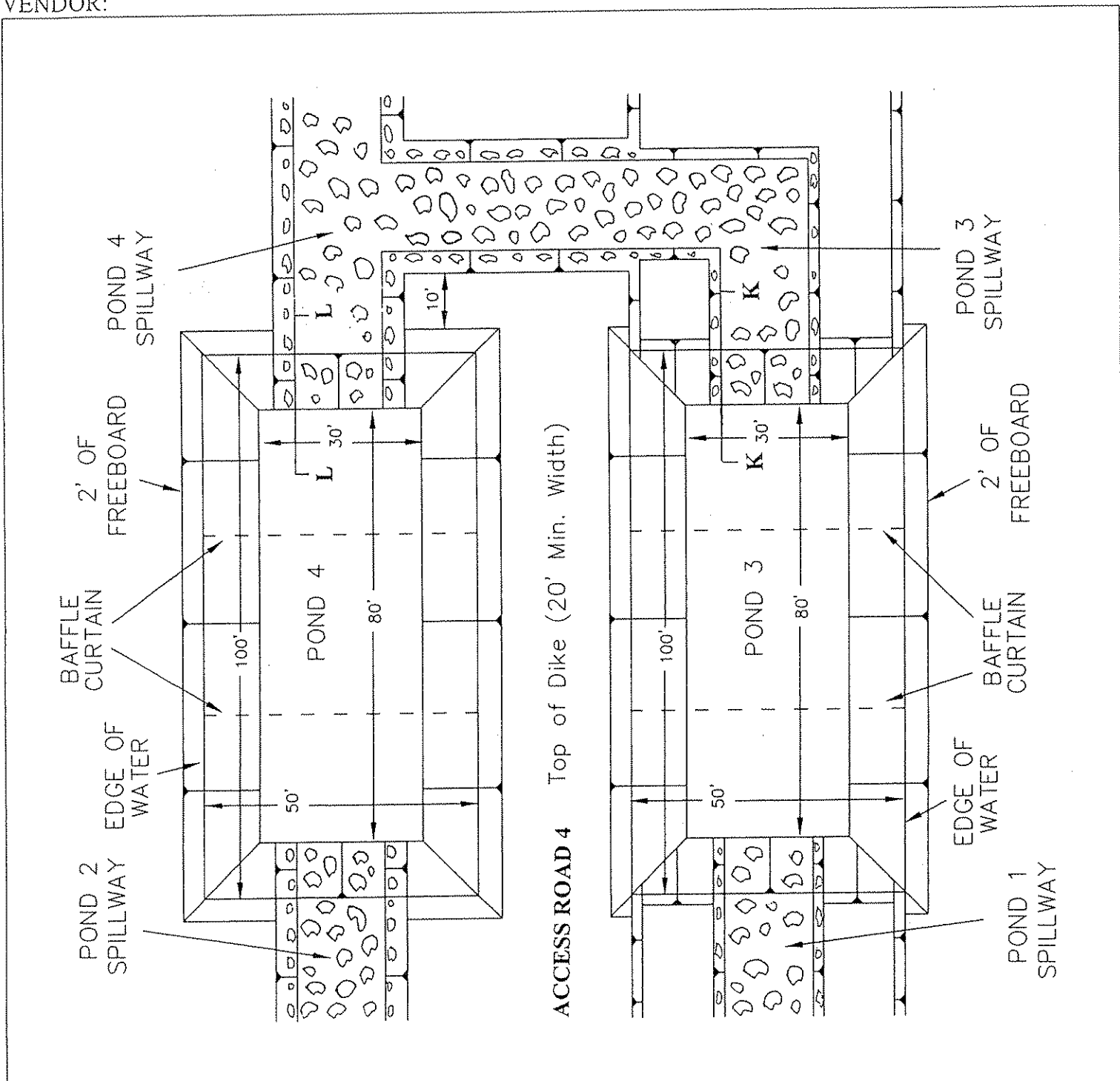
GAULEY COALS SALES
 O-43-84

SPECIAL RECLAMATION	
X-SECTION J-J OF POND 2	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 063	REQ. OR PO NO. DEP13702
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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REV. 1/29/02
VENDOR:

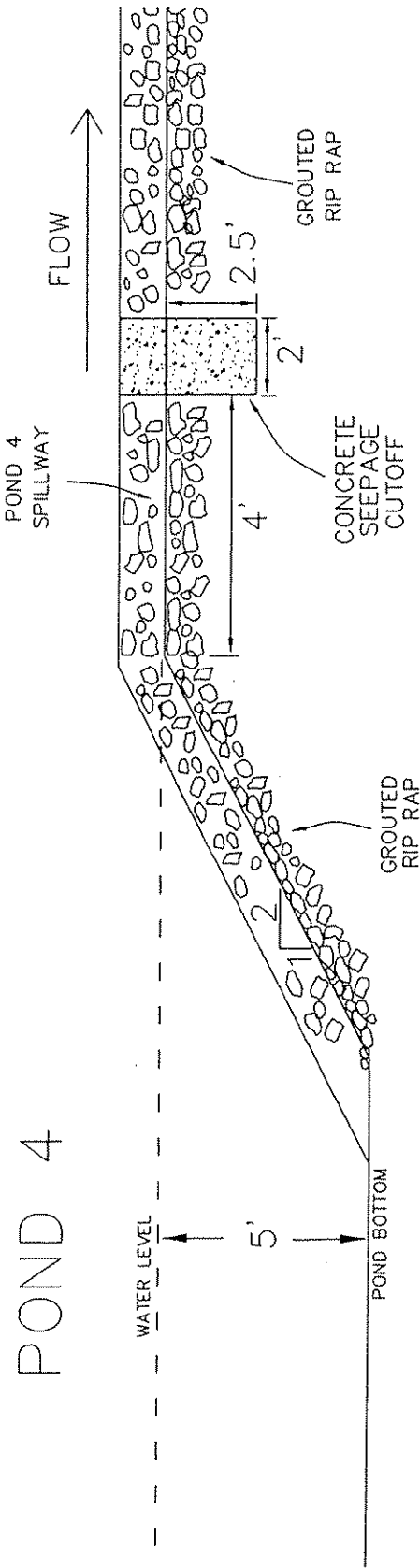
STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET



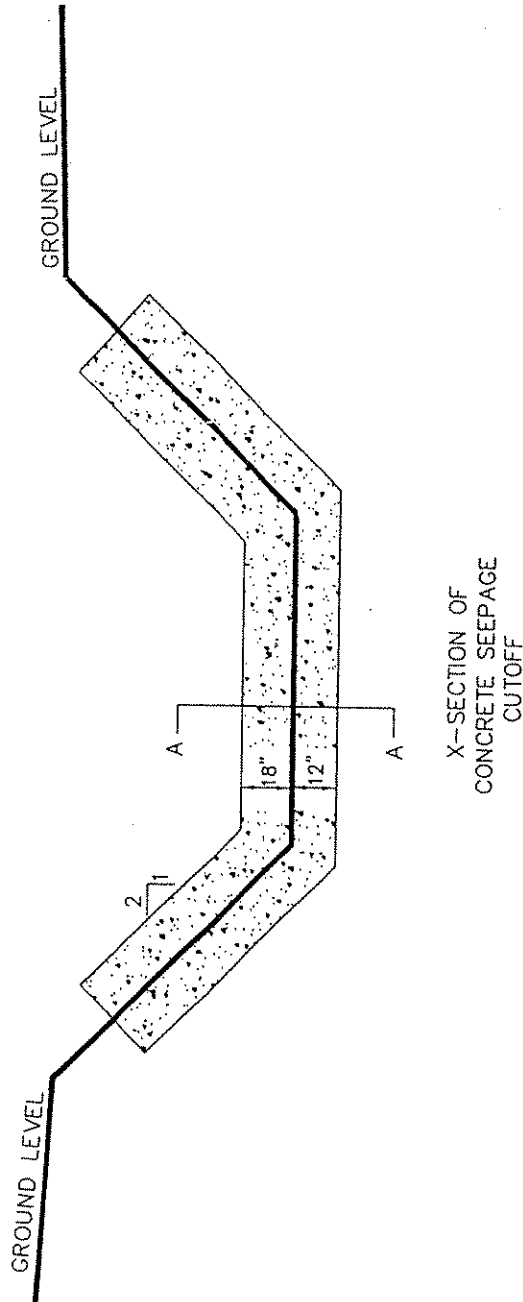
GAULEY COALS SALES
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SPECIAL RECLAMATION	
PLAN VIEW OF PONDS 3 & 4	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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ENDOR:



X-SECTION L-L



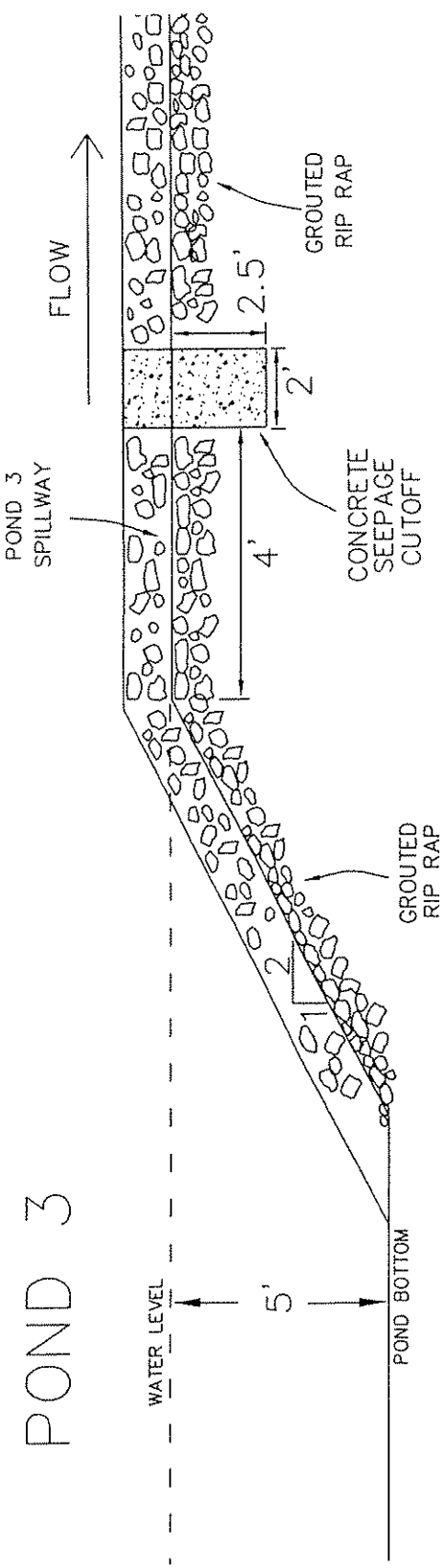
GAULEY COALS SALES
O-43-84

SPECIAL RECLAMATION	
X-SECTION L-L OF POND 4	
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DATE:	PROJECT NO.:

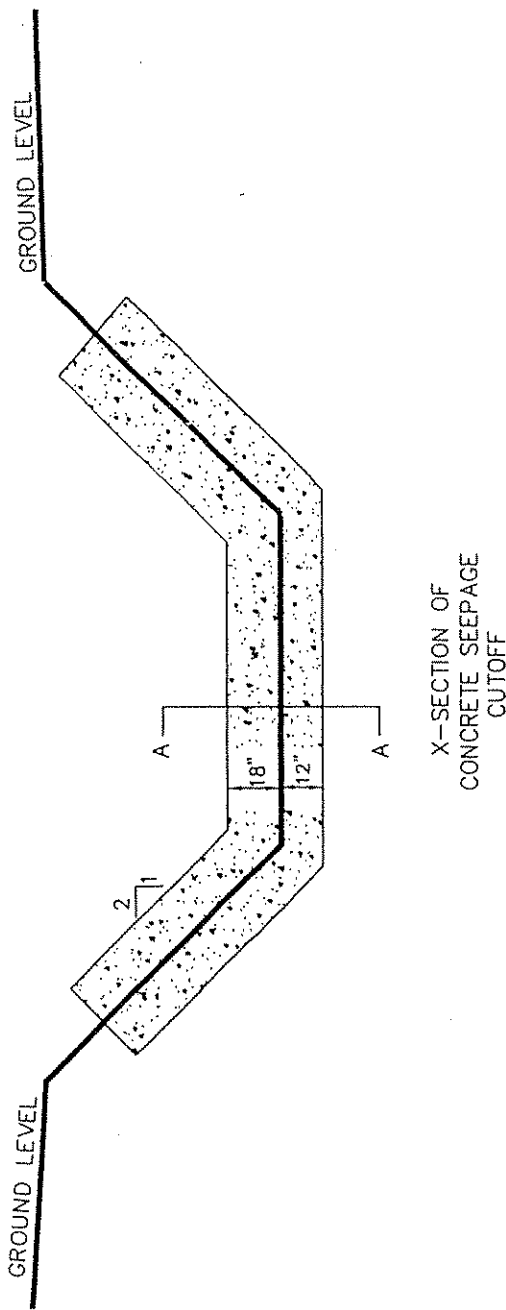
BUYER CB-23	PAGE 065	REQ. OR PO NO. DEP13702
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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



X-SECTION K-K



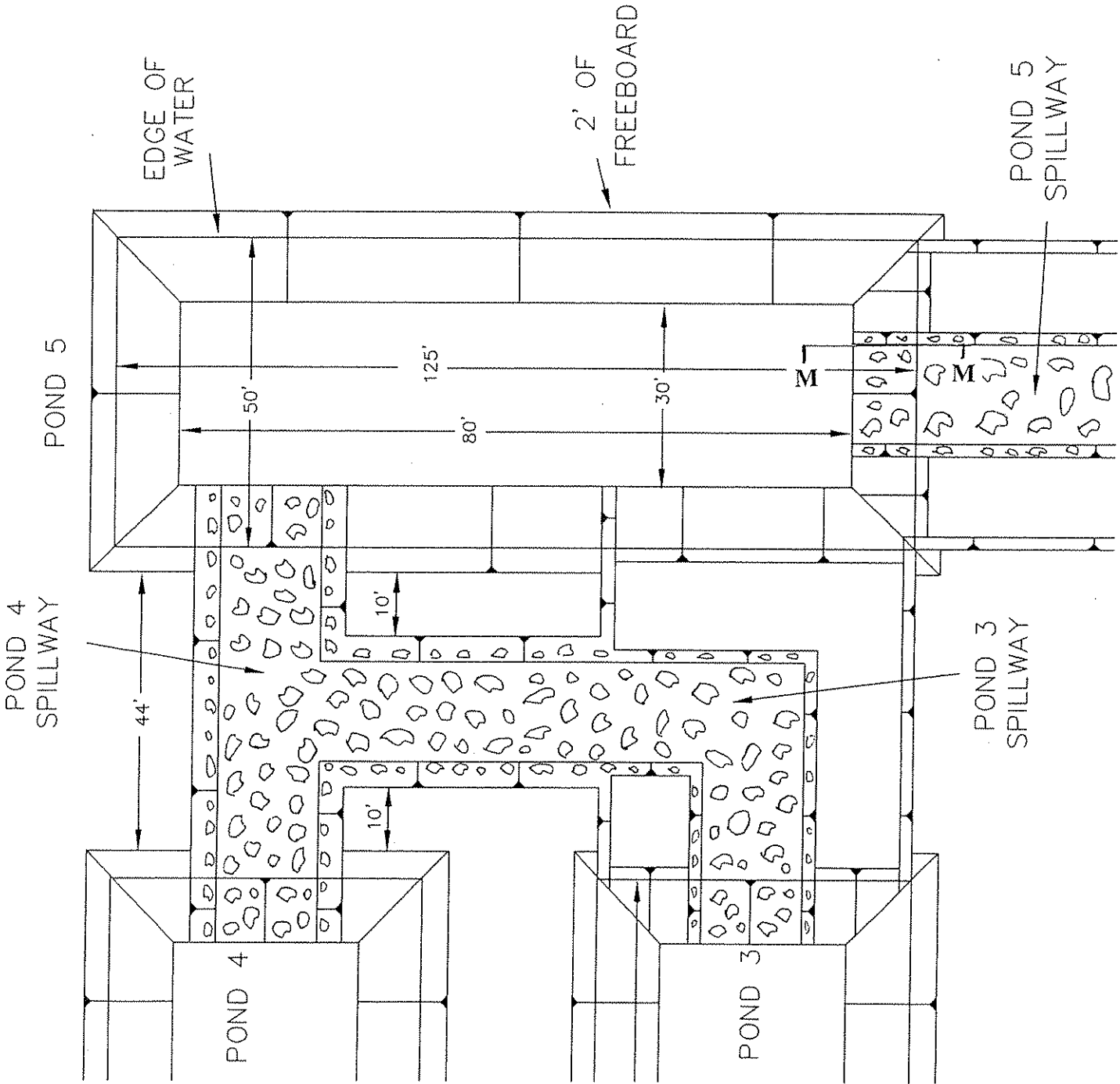
GAULEY COALS SALES
O-43-84

SPECIAL RECLAMATION	
X-SECTION K-K OF POND 3	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 066	REQ. OR PO NO. DEP13702
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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PURCHASING CONTINUATION SHEET

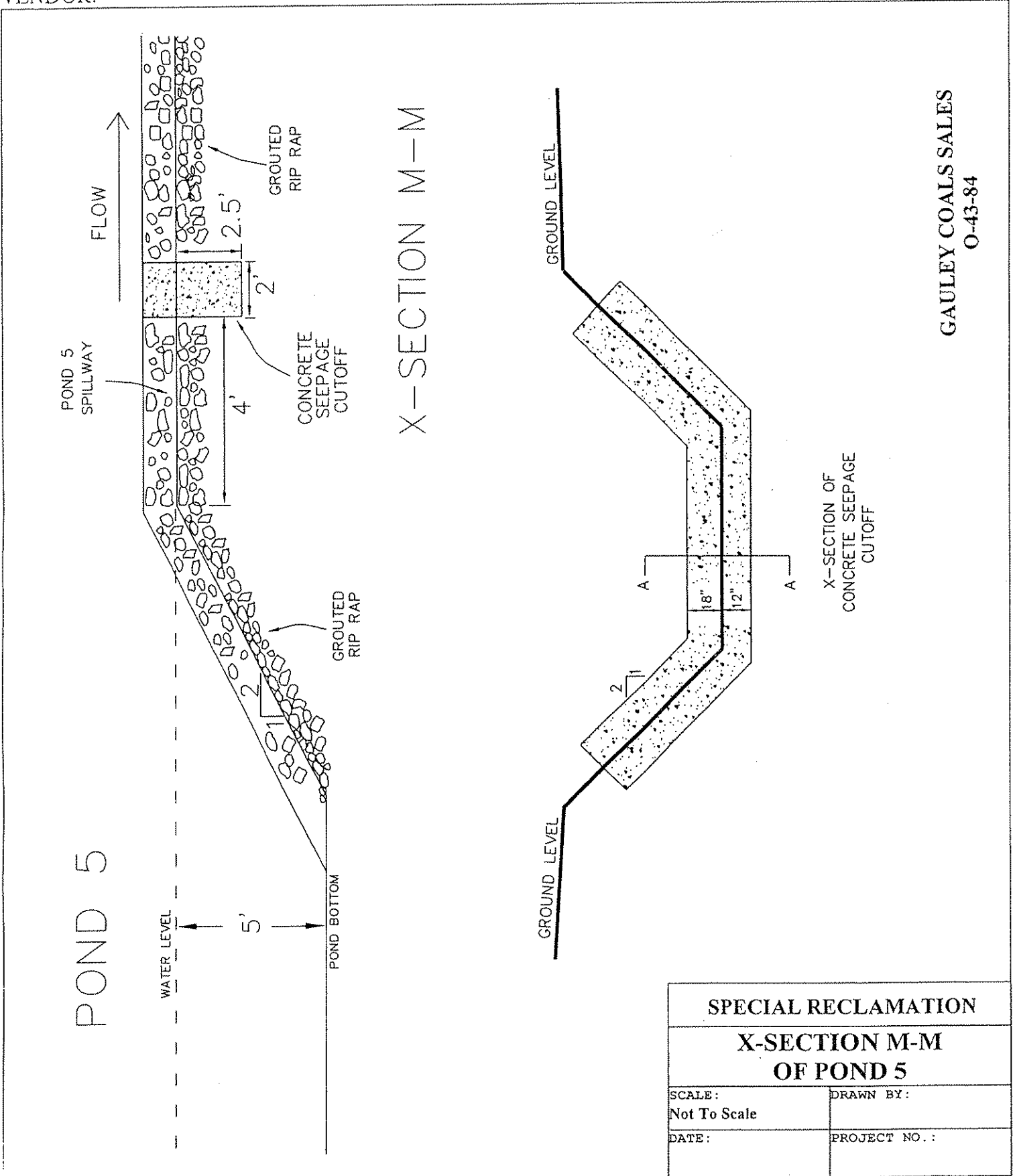


GAULEY COALS SALES
O-43-84

SPECIAL RECLAMATION	
PLAN VIEW OF POND 5	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER.....	PAGE	REQ. OR PO NO.
CB-23	067	DEP13702
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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



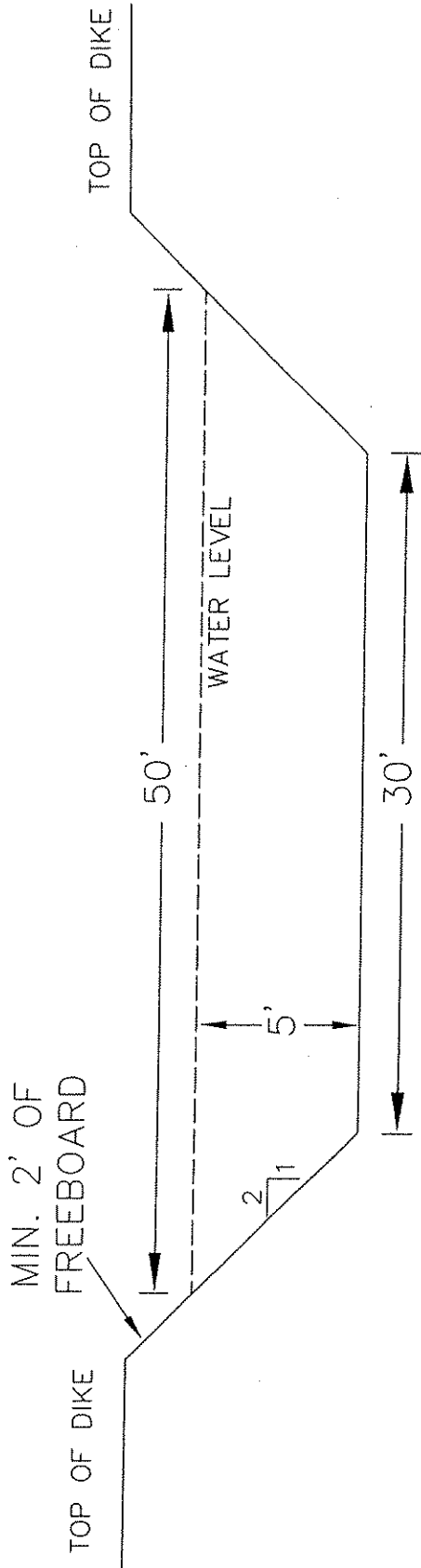
SPECIAL RECLAMATION	
X-SECTION M-M OF POND 5	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 065	REQ. OR PO NO. DEP13702
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

TYPICAL X-SECTIONS
D-D, E-E, F-F, G-G, & H-H

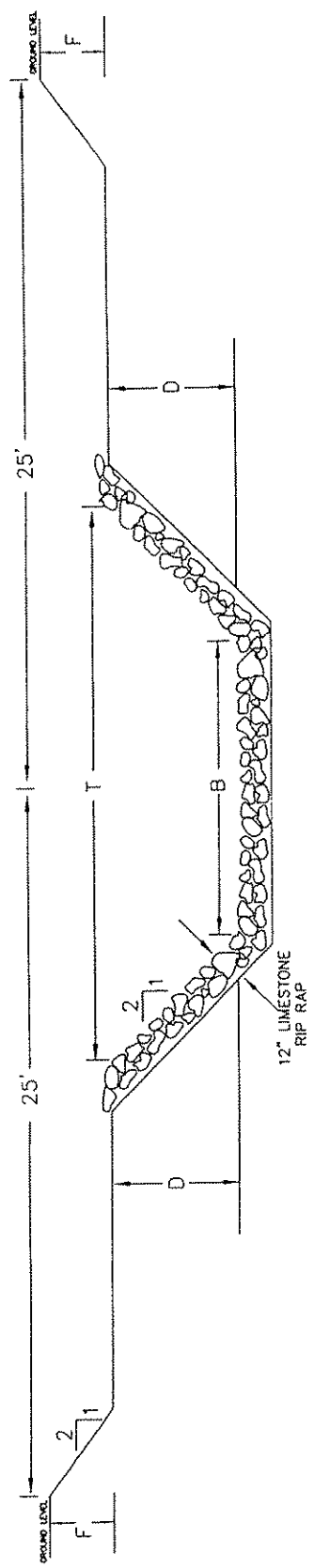


GAULEY COALS SALES
O-43-84

SPECIAL RECLAMATION	
X-SECTIONS D-D, E-E, F-F, & G-G OF PONDS 1-5	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

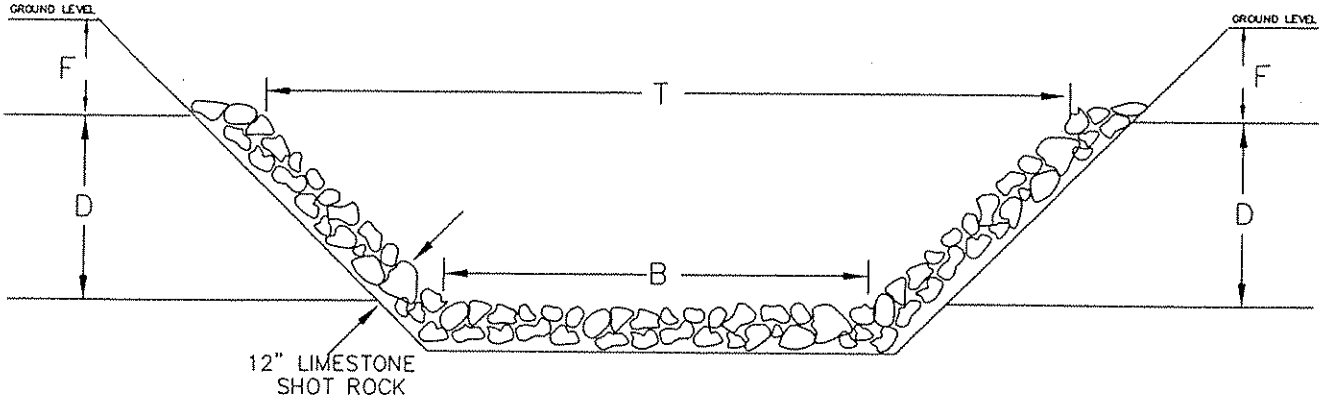


Channel Number	Depth (ft)	Bottom Width (ft)	Top Width (ft)	Length (ft)	Free Board (ft)	Lining
	D		T		F	
Pond 1 Entrance Channel	1	16	20	20	1	Grouted Limestone Rip-Rap
Pond 1 Spillway	1	16	20	48	1	Grouted Limestone Rip-Rap
Pond 3 Spillway	1	16	20	100	1	Grouted Limestone Rip-Rap

GAULEY COALS SALES
O-43-84

SPECIAL RECLAMATION	
PONDS 1 & 3 ENTRANCE CHANNEL & SPILLWAYS	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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



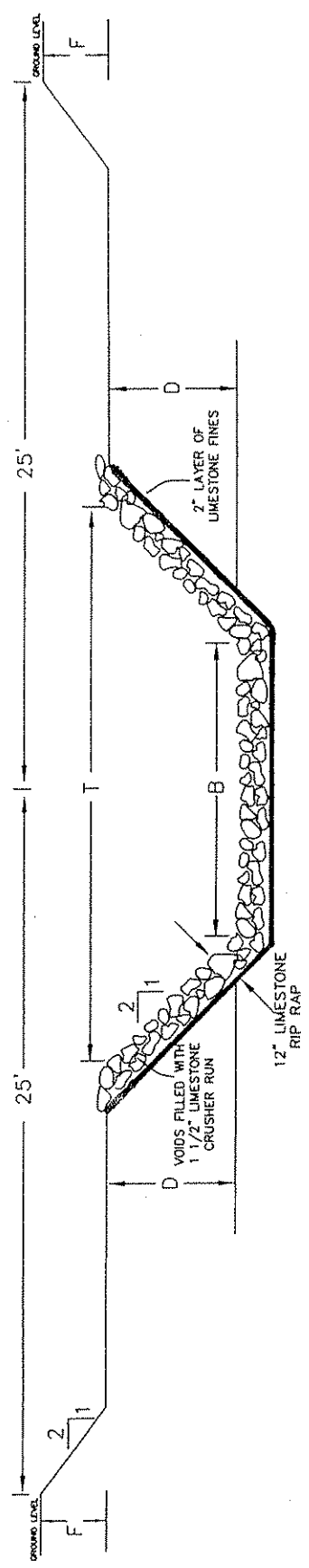
Channel Number	Depth (ft)	Bottom Width (ft)	Top Width (ft)	Length (ft)	Free Board (ft)	Lining
	D		T		F	
Pond 2 Entrance Channel	1	16	20	95	1	Grouted Limestone Rip-Rap
Pond 2 Spillway	1	16	20	48	1	Grouted Limestone Rip-Rap
Pond 4 Spillway	1	16	20	68	1	Grouted Limestone Rip-Rap
Pond 5 Spillway	1	16	20	150	1	Grouted Limestone Rip-Rap

GAULEY COALS SALES
O-43-84

SPECIAL RECLAMATION	
PONDS 2, 4, & 5 ENTRANCE CHANNEL & SPILLWAYS	
SCALE: Not To Scale	DRAWN BY:
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STATE OF WEST VIRGINIA
 PURCHASING CONTINUATION SHEET



Channel Number	Depth (ft)	Bottom Width (ft)	Top Width (ft)	Length (ft)	Free Board (ft)	Lining
	D		T		F	
Open Limestone Channel 1	1	16	20	850	1	Limestone Shot Rock with 1 1/2" Limestone Crusher Run
Open Limestone Channel 3	1	16	20	1400	1	Limestone Shot Rock with 1 1/2" Limestone Crusher Run

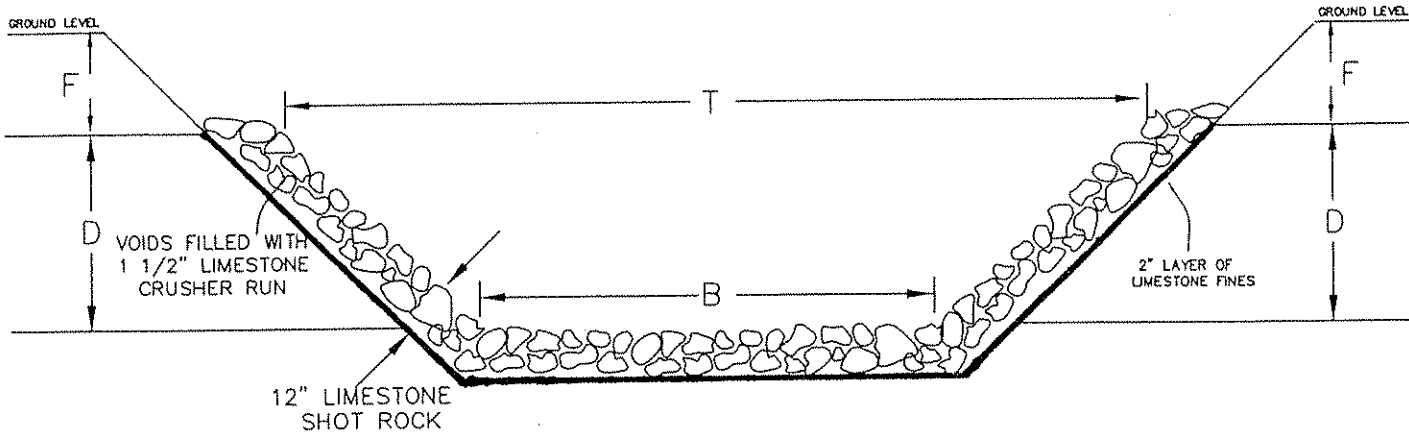
NOTE:

- ALL VOIDS SHALL BE FILLED WITH 1 1/2" LIMESTONE CRUSHER RUN. THE 1 1/2" LIMESTONE CRUSHER RUN SHALL BE CLEAN AND CONTAIN NO SOIL MATERIAL.
- THE GRADATION OF THE SHOT ROCK SHALL BE AN EVEN BLEND OF PARTICLE SIZES WITH THE TOP SIZE BEING 18" IN DIAMETER.

B & S CONTRACTING, INC.
 O-3086-87
GAULEY COALS SALES
 O-43-84

SPECIAL RECLAMATION	
OPEN LIMESTONE CHANNELS 1 & 3	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

IV-36 STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 ENDOR:



Channel Number	Depth (ft)	Bottom Width (ft)	Top Width (ft)	Length (ft)	Free Board (ft)	Lining
	D		T		F	
Open Limestone Channel 2	1	4	8	60	1	Limestone Shot Rock with 1 1/2" Limestone Crusher Run

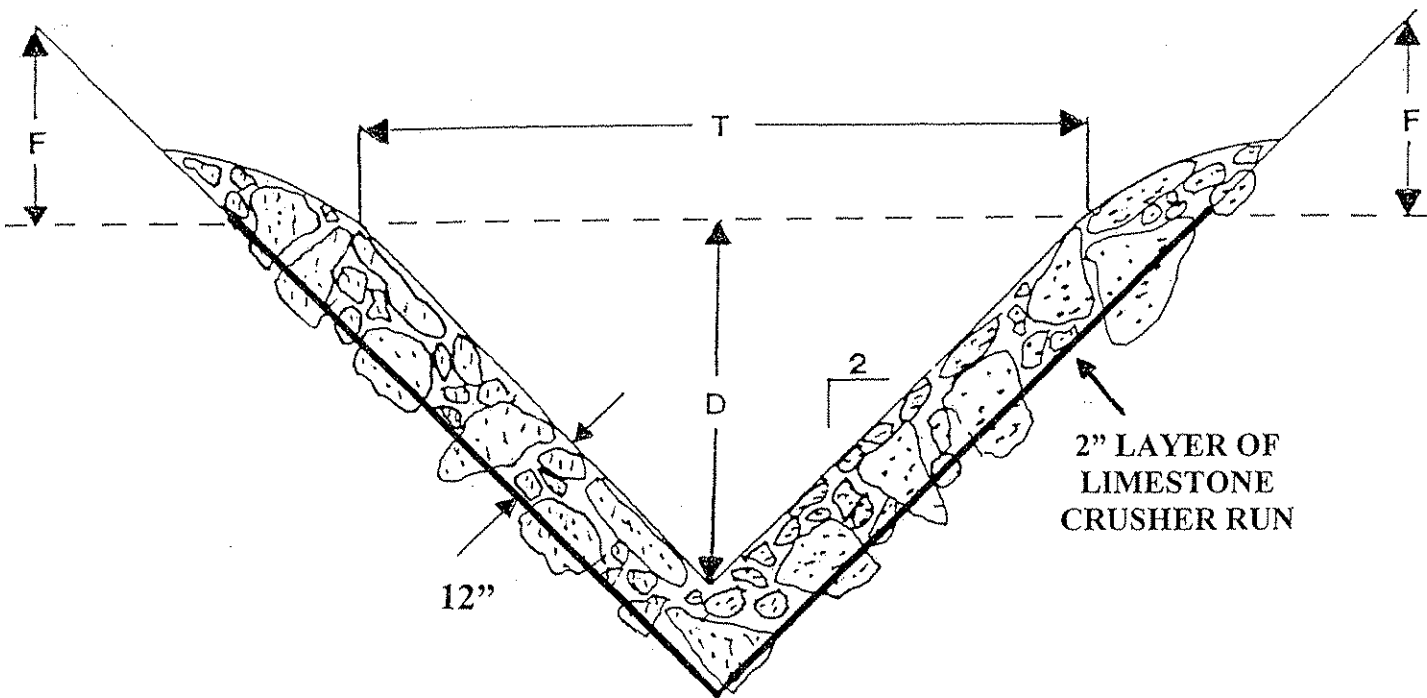
NOTE:

1. ALL VOIDS SHALL BE FILLED WITH 1 1/2" LIMESTONE CRUSHER RUN. THE 1 1/2" LIMESTONE CRUSHER RUN SHALL BE CLEAN AND CONTAIN NO SOIL MATERIAL.
2. THE GRADATION OF THE SHOT ROCK SHALL BE AN EVEN BLEND OF PARTICLE SIZES WITH THE TOP SIZE BEING 18" IN DIAMETER.

B & S CONTRACTING, INC.
 O-3086-87

SPECIAL RECLAMATION	
OPEN LIMESTONE CHANNELS 2	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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



Channel Number	Depth (ft)	Top Width (ft)	Length (ft)	Free Board (ft)	Lining
	D	T		F	
V-DITCH 1	3	12	620	1	Limestone Shot Rock with 1 1/2" Limestone Crusher Run
V-DITCH 2	3	12	110	1	Limestone Shot Rock with 1 1/2" Limestone Crusher Run
V-DITCH 3	3	12	220	1	Limestone Shot Rock with 1 1/2" Limestone Crusher Run

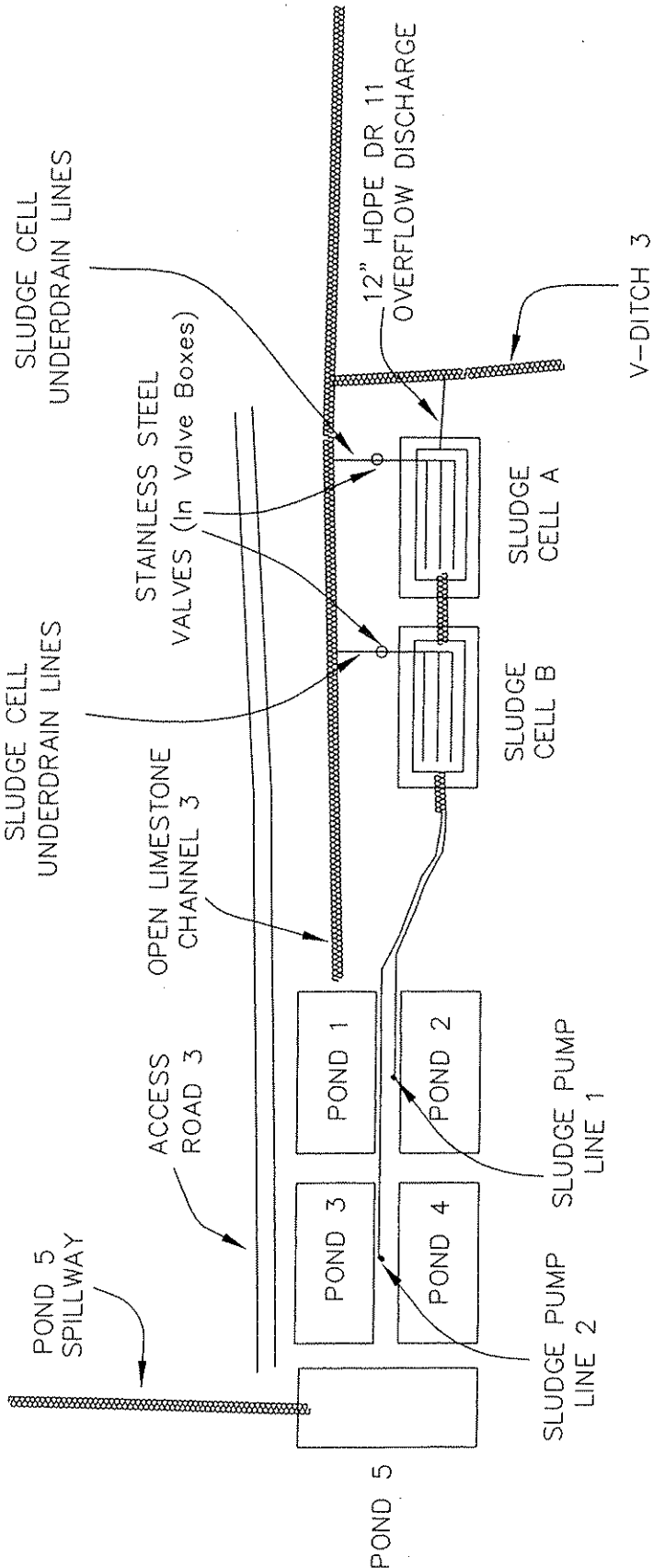
1. THE GRADATION OF THE SHOT ROCK SHALL BE AN EVEN BLEND OF PARTICLE SIZES WITH THE TOP SIZE BEING 18" IN DIAMETER
2. ALL VOIDS SHALL BE FILLED WITH 1 1/2" LIMESTONE CRUSHER RUN. THE 1 1/2" LIMESTONE CRUSHER RUN SHALL BE CLEAN AND CONTAIN NO SOIL MATERIAL

SPECIAL RECLAMATION	
V-DITCHES 1, 2, & 3	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

B & S CONTRACTING, INC.
 O-3086-87
GAULEY COALS SALES
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ENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

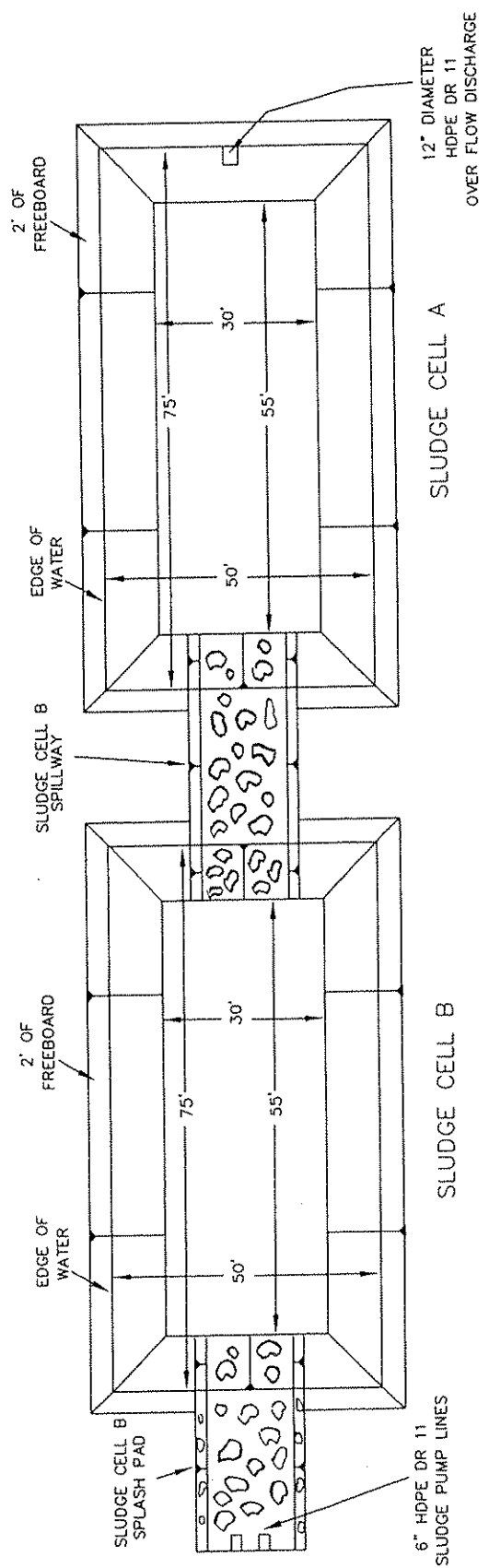


GAULEY COALS SALES
O-43-84

SPECIAL RECLAMATION	
SLUDGE CELLS A & B	
PLAN VIEW	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

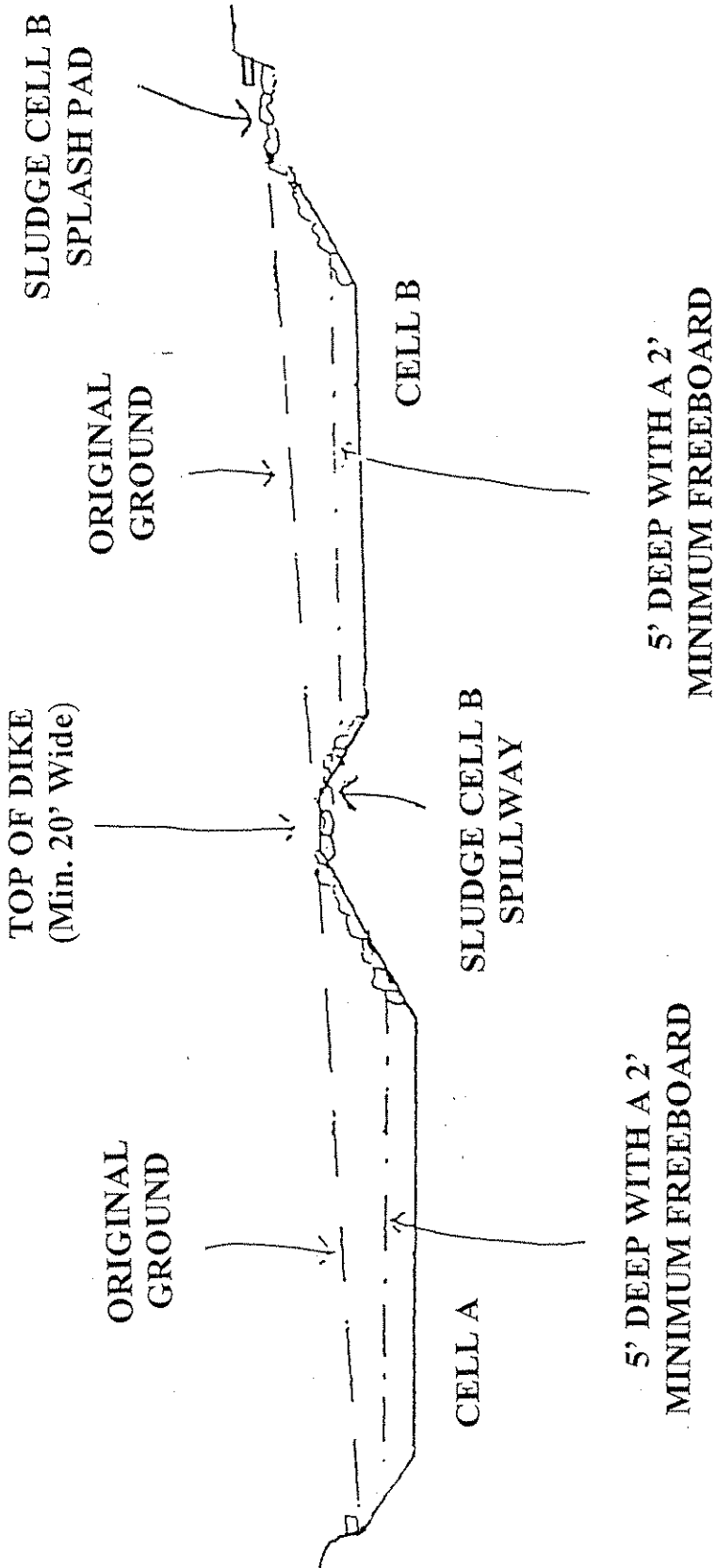


GAULEY COALS SALES
O-43-84

SPECIAL RECLAMATION	
SLUDGE CELLS A & B	
PLAN VIEW	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

V-36
EV. 1/29/02
ENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

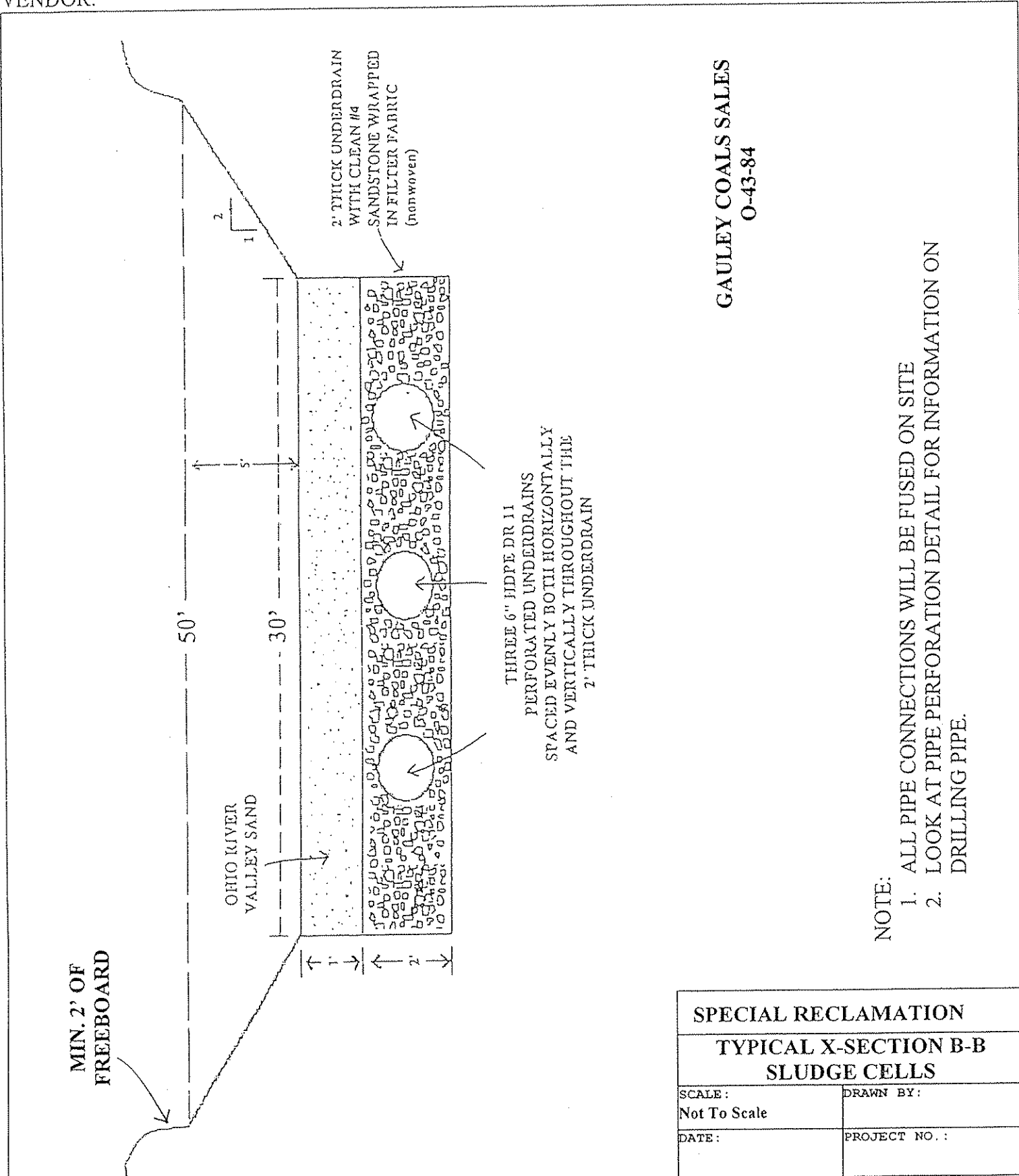


GAULEY COALS SALES
O-43-84

- NOTE:
1. ALL PIPE CONNECTIONS WILL BE FUSED ON SITE
 2. LOOK AT PIPE PERFORATION DETAIL FOR INFORMATION ON DRILLING PIPE.

SPECIAL RECLAMATION	
TYPICAL X-SECTION A-A SLUDGE CELLS	
SCALE: Not To Scale	DRAWN BY:
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SPECIAL RECLAMATION	
TYPICAL X-SECTION B-B	
SLUDGE CELLS	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 178	REQ. OR PO NO. DEP13702
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

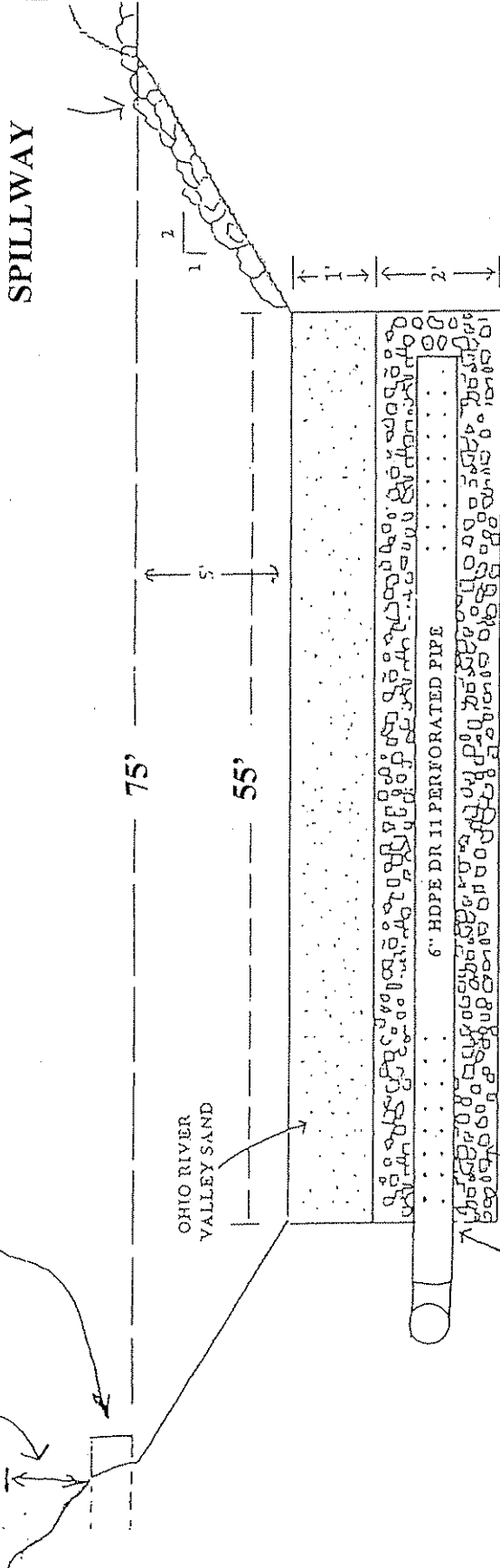
WV-36
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STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

SLUDGE CELL B
SPILLWAY

12" DIAMETER HDPE
OVER FLOW DISCHARGE

MIN. 2' OF
FREEBOARD



GAULEY COALS SALES
O-43-84

NOTE:

1. ALL PIPE CONNECTIONS WILL BE FUSED ON SITE
2. LOOK AT PIPE PERFORATION DETAIL FOR INFORMATION ON DRILLING PIPE.

SPECIAL RECLAMATION	
TYPICAL X-SECTION C-C SLUDGE CELL A	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

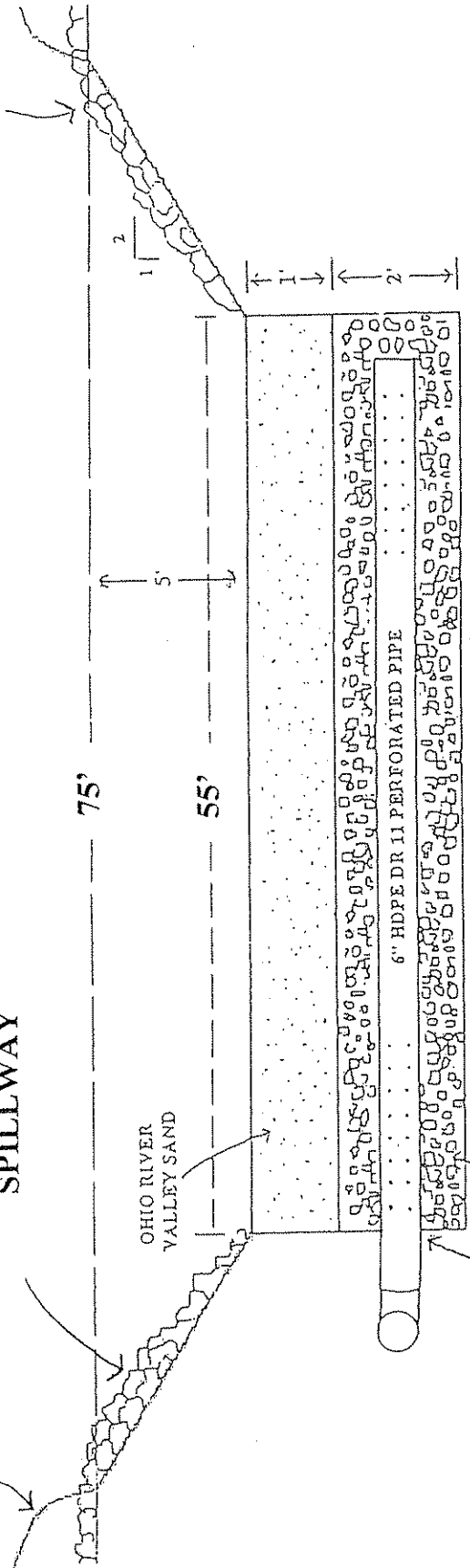
WV-36
REV. 1/29/02
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

SLUDGE CELL B
SPASH PAD

SLUDGE CELL B
SPILLWAY

MIN. 2' OF
FREEBOARD

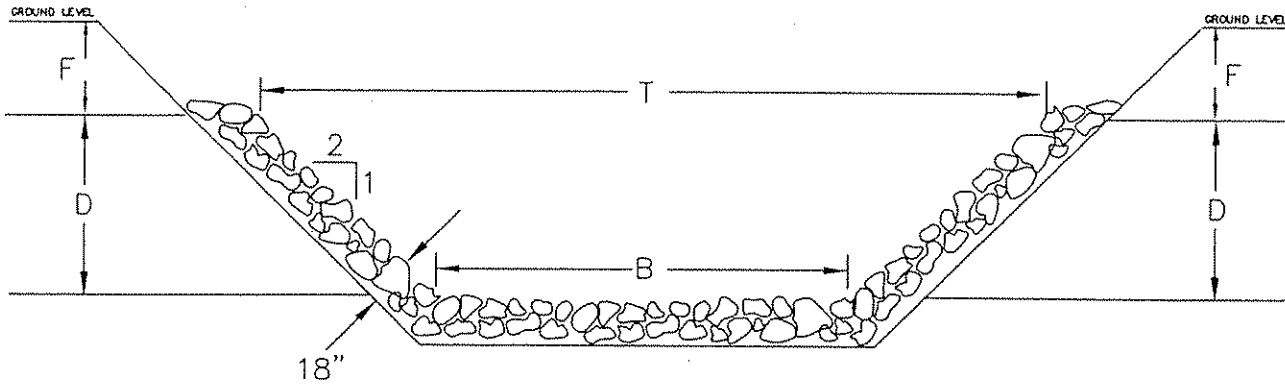


GAULEY COALS SALES
O-43-84

NOTE:
1. ALL PIPE CONNECTIONS WILL BE FUSED ON SITE
2. LOOK AT PIPE PERFORATION DETAIL FOR INFORMATION ON
DRILLING PIPE.

SPECIAL RECLAMATION	
TYPICAL X-SECTION C-C SLUDGE CELL B	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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



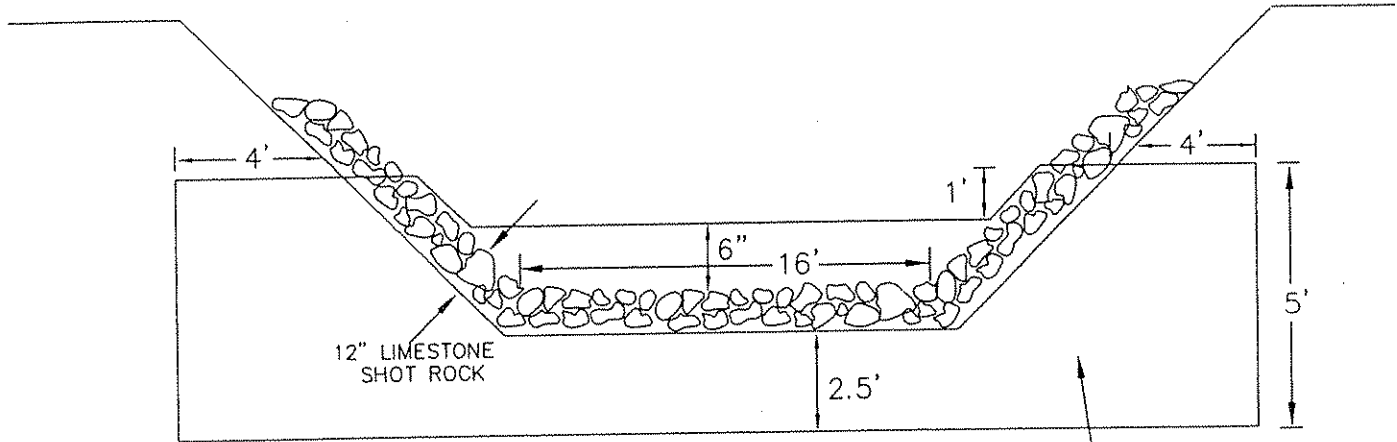
Channel Number	Depth (ft)	Bottom Width (ft)	Top Width (ft)	Length (ft)	Free Board (ft)	Lining
	D		T		F	
SLUDGE CELL B SPILLWAY	1	4	8	45	1	Limestone Rip-Rap
SLUDGE CELL B SPLASH PAD	1	4	8	30	1	Limestone Rip-Rap

GAULEY COALS SALES
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SPECIAL RECLAMATION	
SLUDGE CELL SPILLWAY & SPLASH PAD	
SCALE: Not To Scale	DRAWN BY:
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BUYER CB-23	PAGE 081	REQ. OR PO NO. DEP13702
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

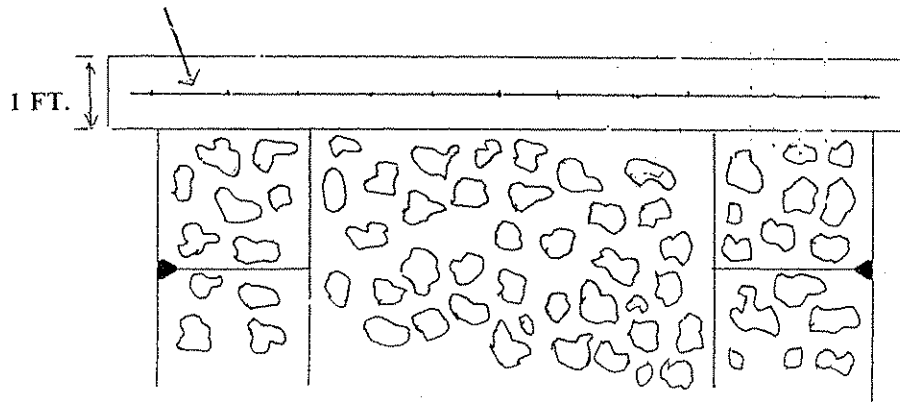
WV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:



FRONT VIEW

CONCRETE
CHECK DAM

NO. 5 REBAR ON 12" CENTER
TO CENTER GRID PATTERN



**OPEN LIMESTONE
CHANNEL 1**

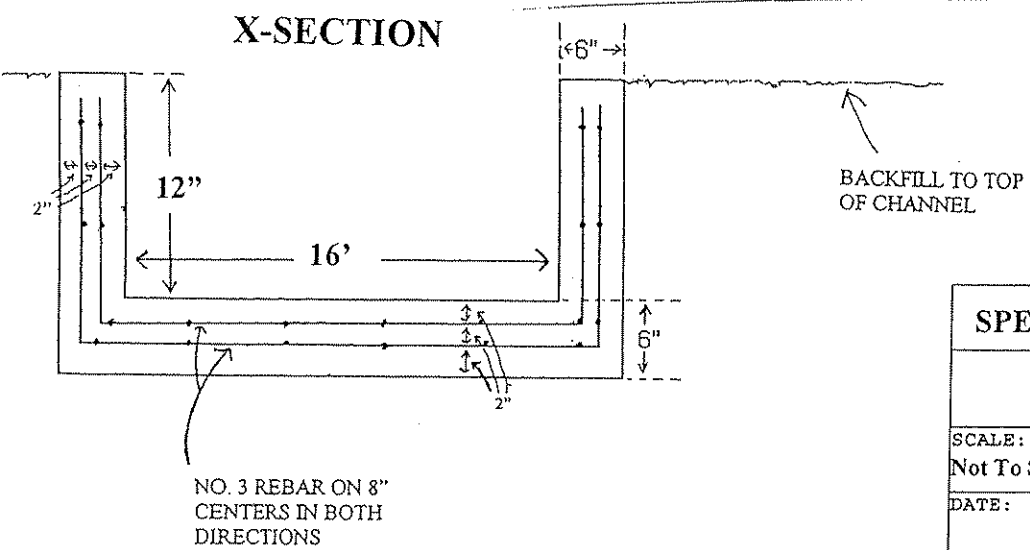
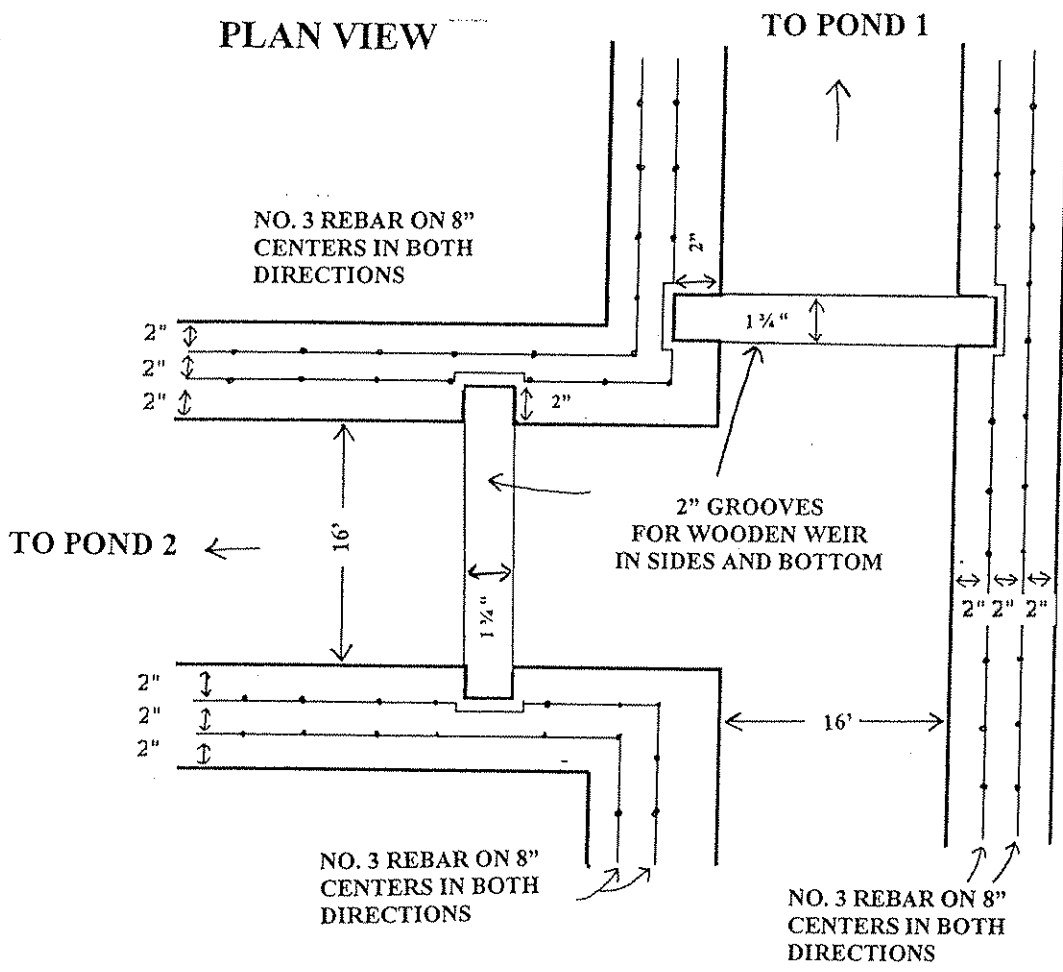
TOP VIEW

B & S CONTRACTING, INC.
O-3086-87

SPECIAL RECLAMATION CHECK DAM DETAILS	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

VV-36
EV. 1/29/02
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STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET



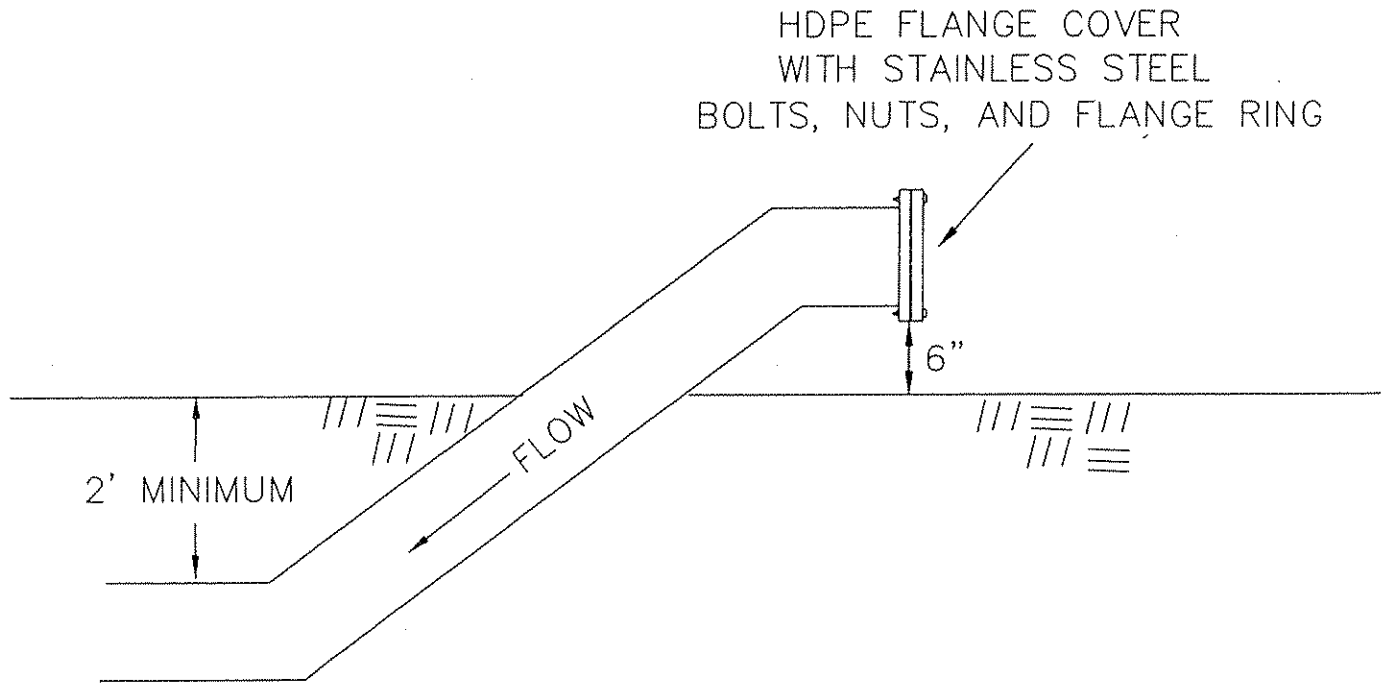
NOTE

1. THE CONTRACTOR MUST PROVIDE TWO (2) 2 INCH THICK BY 12 INCH WIDE PIECES OF LUMBER SIZED TO OPENINGS TO SERVE AS WEIRS FOR THE AQUA-FIX DISCHARGE CHANNEL.
2. REBAR SHALL BE A NO. 3 SIZE ON AN 8 INCH GRID PATTERN THROUGHOUT THE AQUA-FIX DISCHARGE CHANNEL. ALSO, REBAR IN THE AREAS OF THE WOODEN WEIRS MUST BE BENT TO ASSURE ADEQUATE CONCRETE COVERAGE.

SPECIAL RECLAMATION	
COCRETE WEIR	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 083	REQ. OR PO NO. DEP13702
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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



GAULEY COALS SALES
 O-43-84

6" HDPE SDR 11
 SLUDGE PUMP LINE
 WITH FLANGED END
 AND COVER

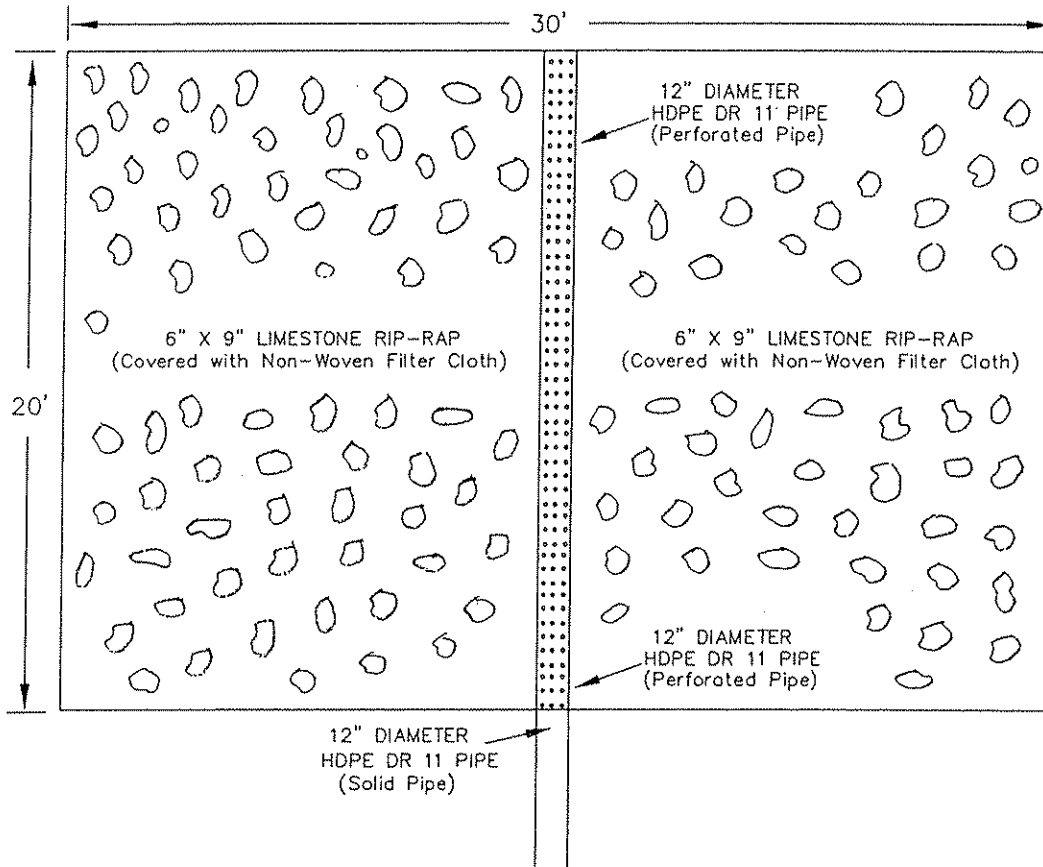
SPECIAL RECLAMATION	
FLANGE END DETAILS	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO. :

BUYER... CB-23	PAGE 084	REQ. OR PO NO. DEP13702
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

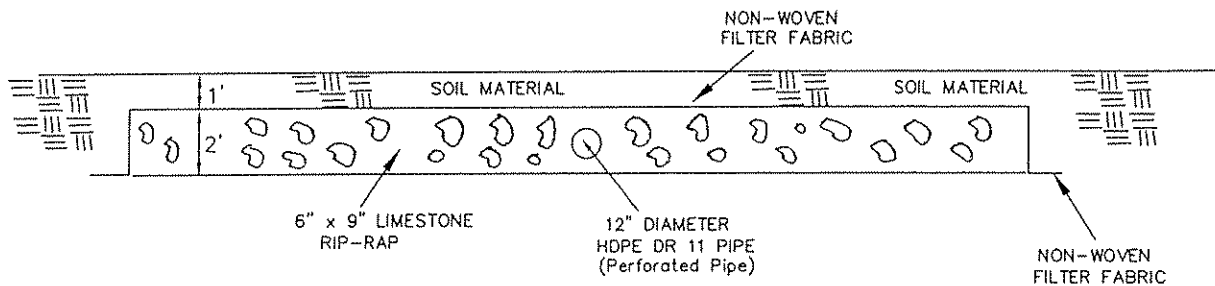
VV-36
REV. 1/29/02
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

PLAN VIEW



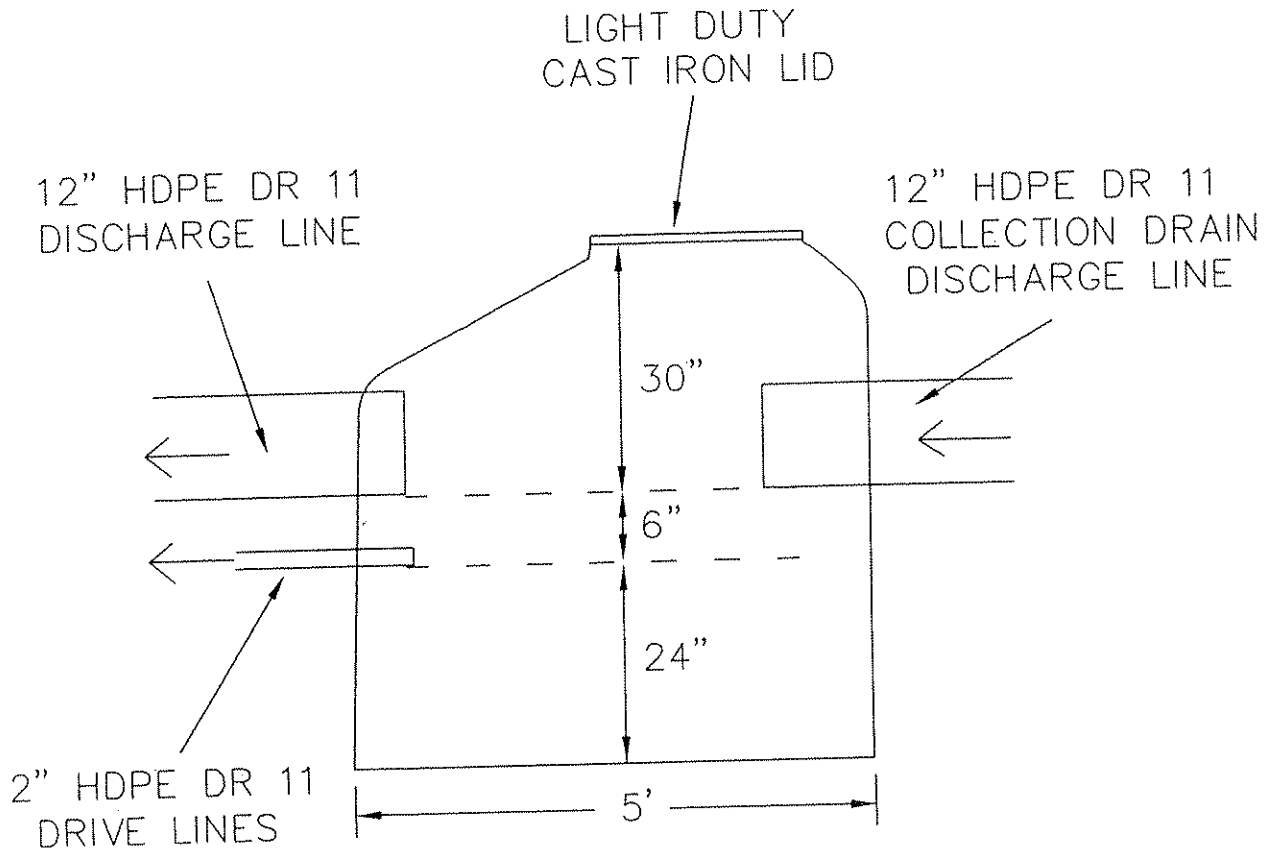
X-SECTION



SPECIAL RECLAMATION	
PLAN VIEW & X-SECTION OF COLLECTION DRAIN	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER	PAGE	REQ. OR PO NO.
CB-23	085	DEP13702
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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



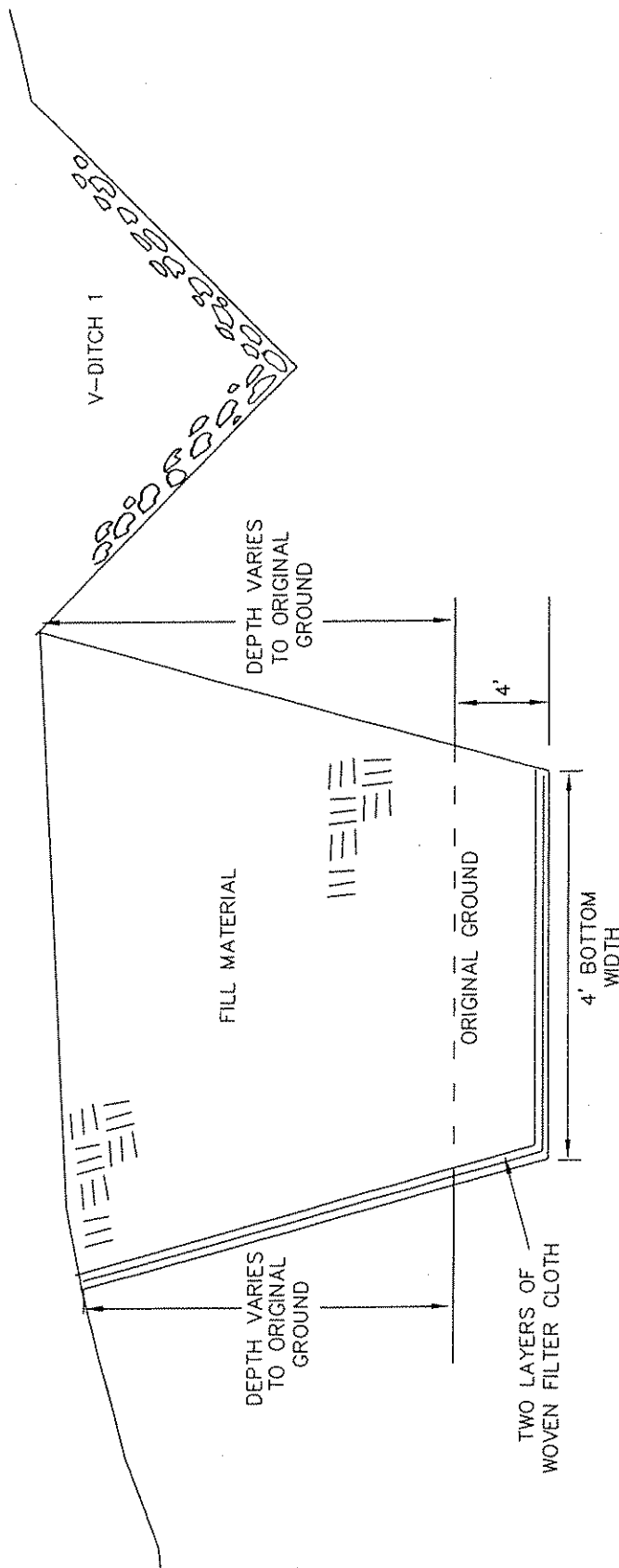
B & S CONTRACTING, INC.
 O-3086-87

Note: The Hydraulic Grout used on this project shall be Rutland Water Stopper Hydraulic and Anchoring Cement (or equivalent). The specifications are as follows: Product is a dry cement mix which sets in three (3) to five (5) minutes after mixing with water. Base: proprietary cement mixture. Color: Gray. Set time (77°F): Approximately five (5) minutes. Ultimate compressive strength: (6,200 psi).

SPECIAL RECLAMATION	
X-SECTION OF CONCRETE MANHOLE	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

V-36
EV. 1/29/02
ENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET



Note: The CutOff Trench shall be excavated thru the fill areas and down into the original ground to a depth of four (4) feet. The trench shall have a minimum bottom width of eight (8) feet and have two (2) layers of woven type filter fabric placed in the bottom and side of the trench facing the uphill slope. After excavation the trench shall be backfilled with the most impervious clay type material on site and compacted to a 95 percent standard proctor in horizontal lifts not to exceed two (2) feet in depth. The Trench shall have a minimum side slope of one (1) horizontal to a one (1) vertical. After the trench is backfilled the pre-existing ground conditions shall be re-established.

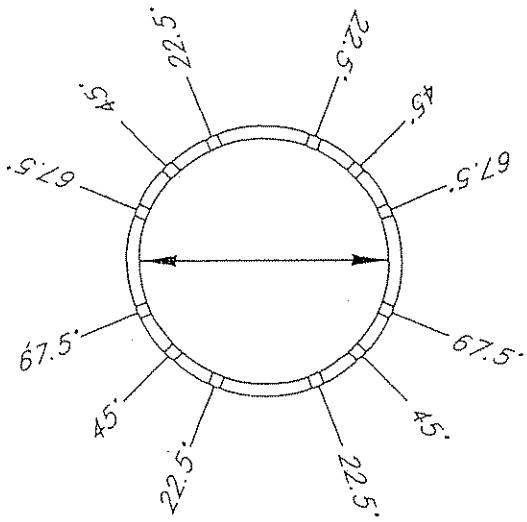
SPECIAL RECLAMATION	
X-SECTION OF CUTOFF TRENCH	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 087	REQ. OR PO NO. DEP13702
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

VV-36
REV. 1/29/02
ENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

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.

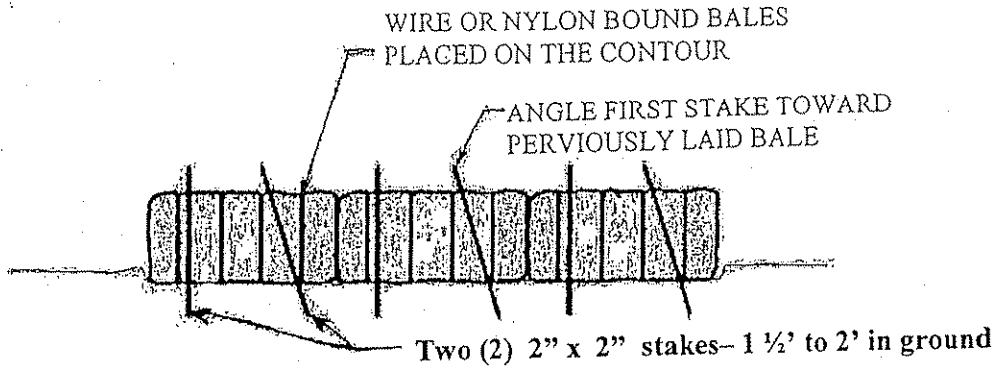


**FOR USE WITH 6"
OR 12" DIAMETER
PIPE**

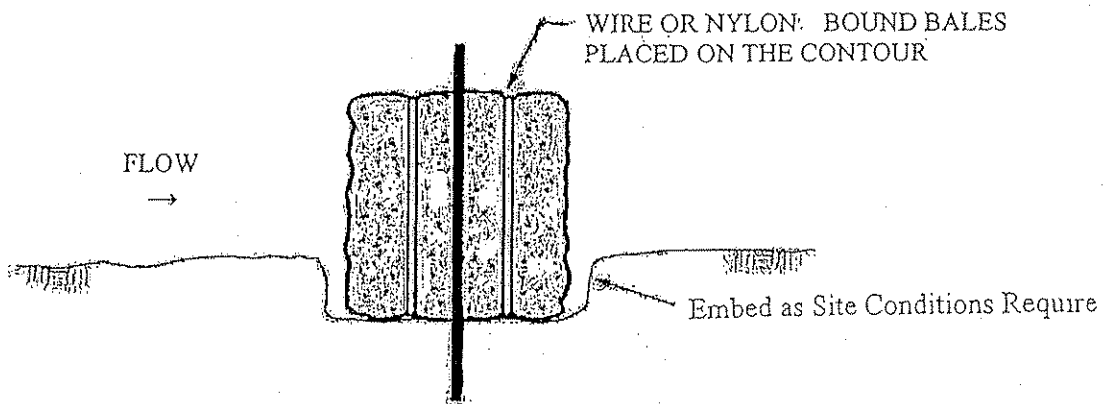
PIPE PERFORATIONS
DETAIL

B & S CONTRACTING, INC.
O-3086-87

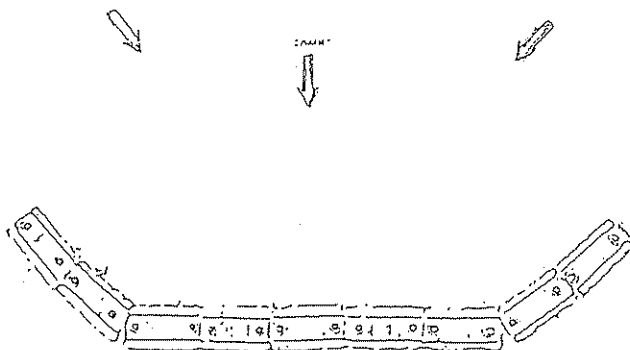
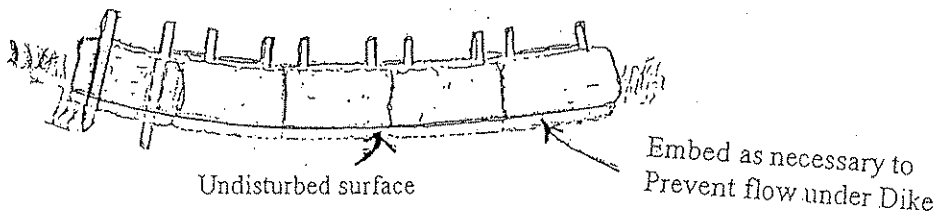
SPECIAL RECLAMATION	
PIPE PERFORATION DETAIL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO.:



ANCHORING DETAIL



EMBEDDING DETAIL



B & S CONTRACTING, INC.
O-3086-87
GAULEY COALS SALES
O-43-84

SPECIAL RECLAMATION

HAYBALE DIKE

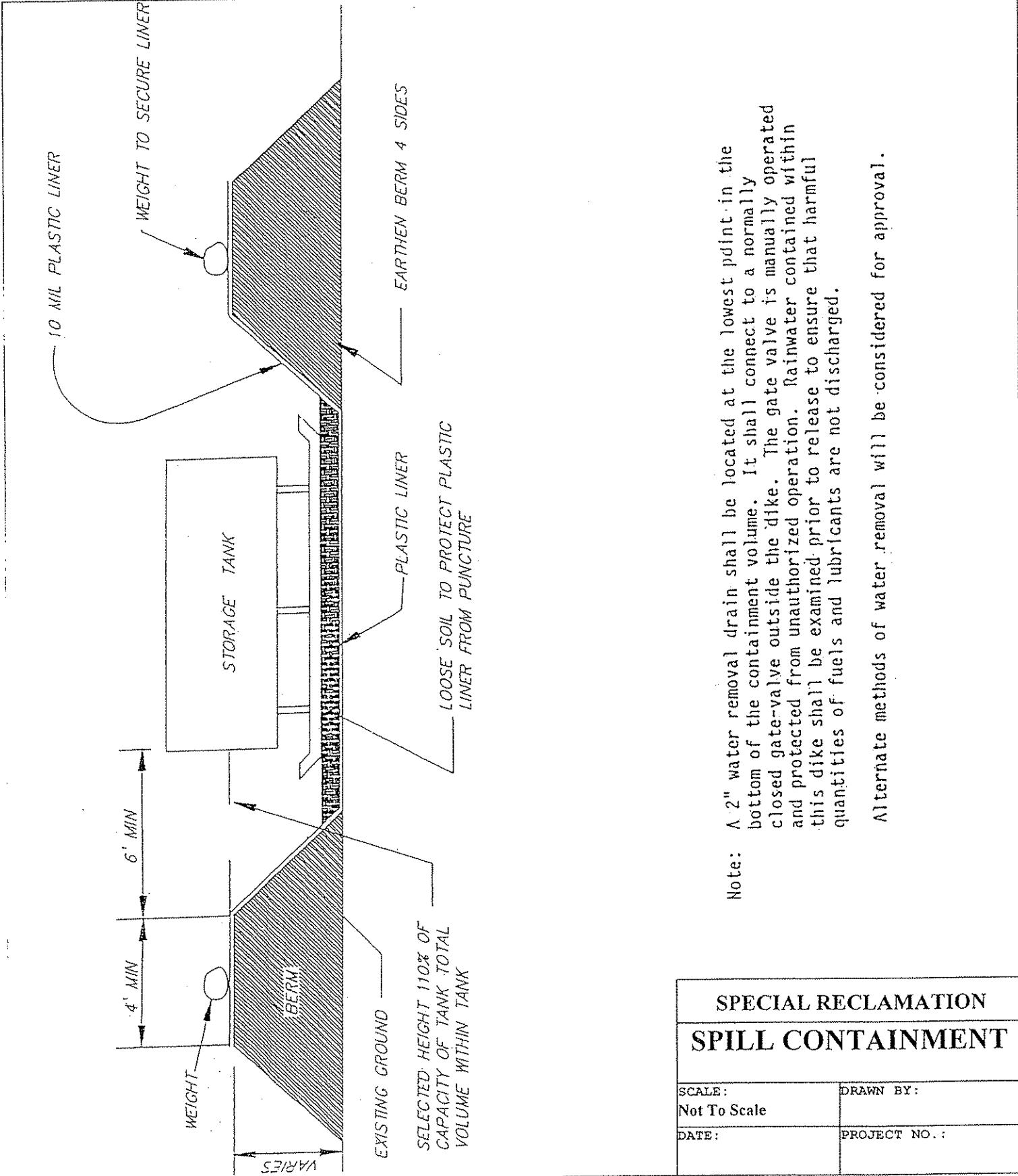
SCALE: N/A

DRAWN BY:

DATE:

PROJECT NO.:

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

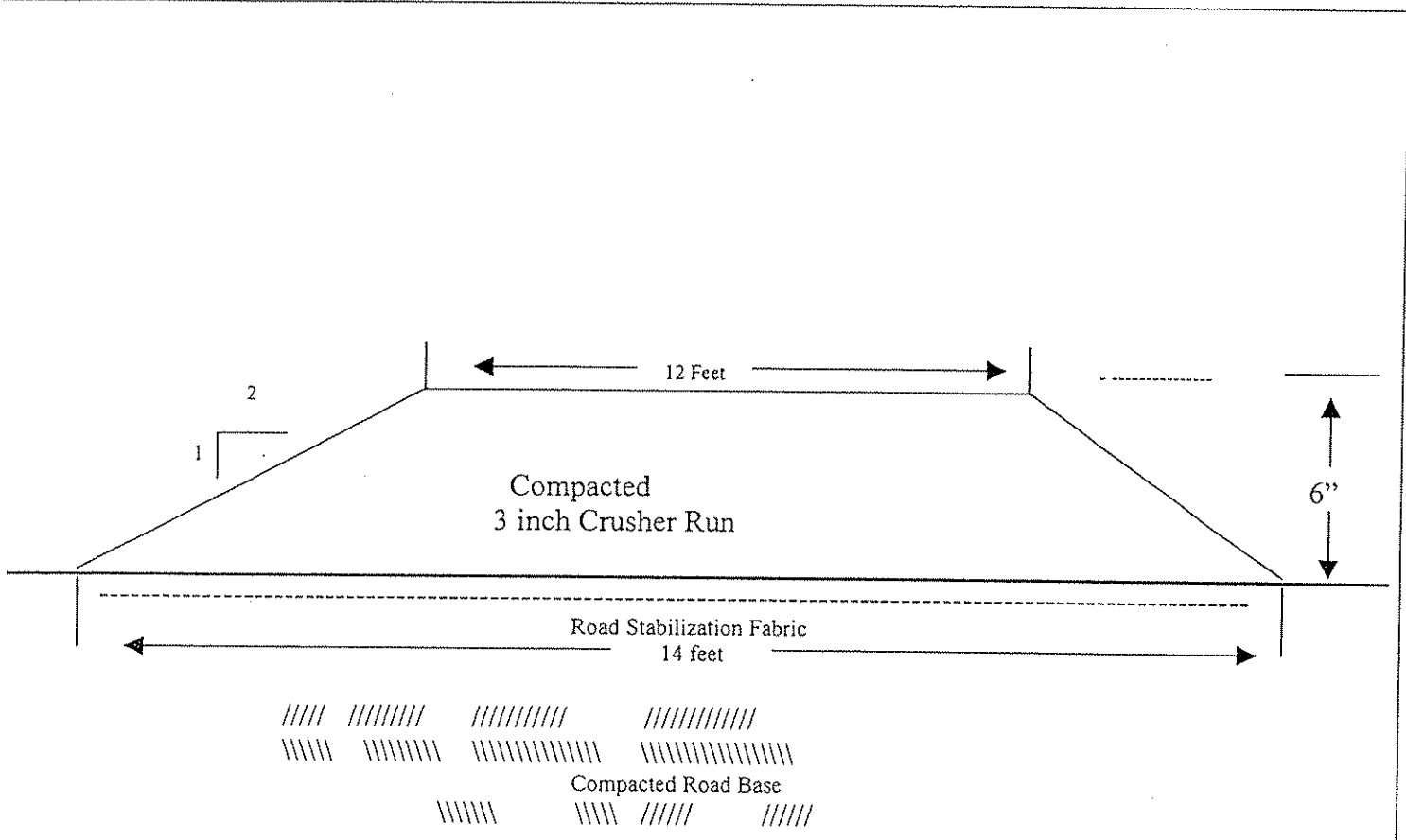


Note: A 2" water removal drain shall be located at the lowest point in the bottom of the containment volume. It shall connect to a normally closed gate-valve outside the dike. The gate valve is manually operated and protected from unauthorized operation. Rainwater contained within this dike shall be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

Alternate methods of water removal will be considered for approval.

SPECIAL RECLAMATION	
SPILL CONTAINMENT	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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



NOTE:

1. THE ROAD SURFACES INDICATED SHALL BE 3 INCH CRUSHER RUN LIMESTONE 6 INCHES DEEP.
2. THE 3 INCH CRUSHER RUN LIMESTONE GRADATION IS TO BE AN EVEN BLEND OF ALL PARTICLE SIZES.
3. ROAD RUNNING SURFACE WIDTH IS TO BE 12 FEET.
4. THE SUBGRADE BASE AND THE 3 INCH CRUSHER RUN STONE ARE TO BE COMPACTED TO 95% STANDARD PROCTOR WITH A SMOOTH DRUM VIBRATORY ROLLER
5. THE ROAD STABILIZATION FABRIC IS TO BE OF THE WOVEN TYPE.

GAULEY COALS SALES
O-43-84

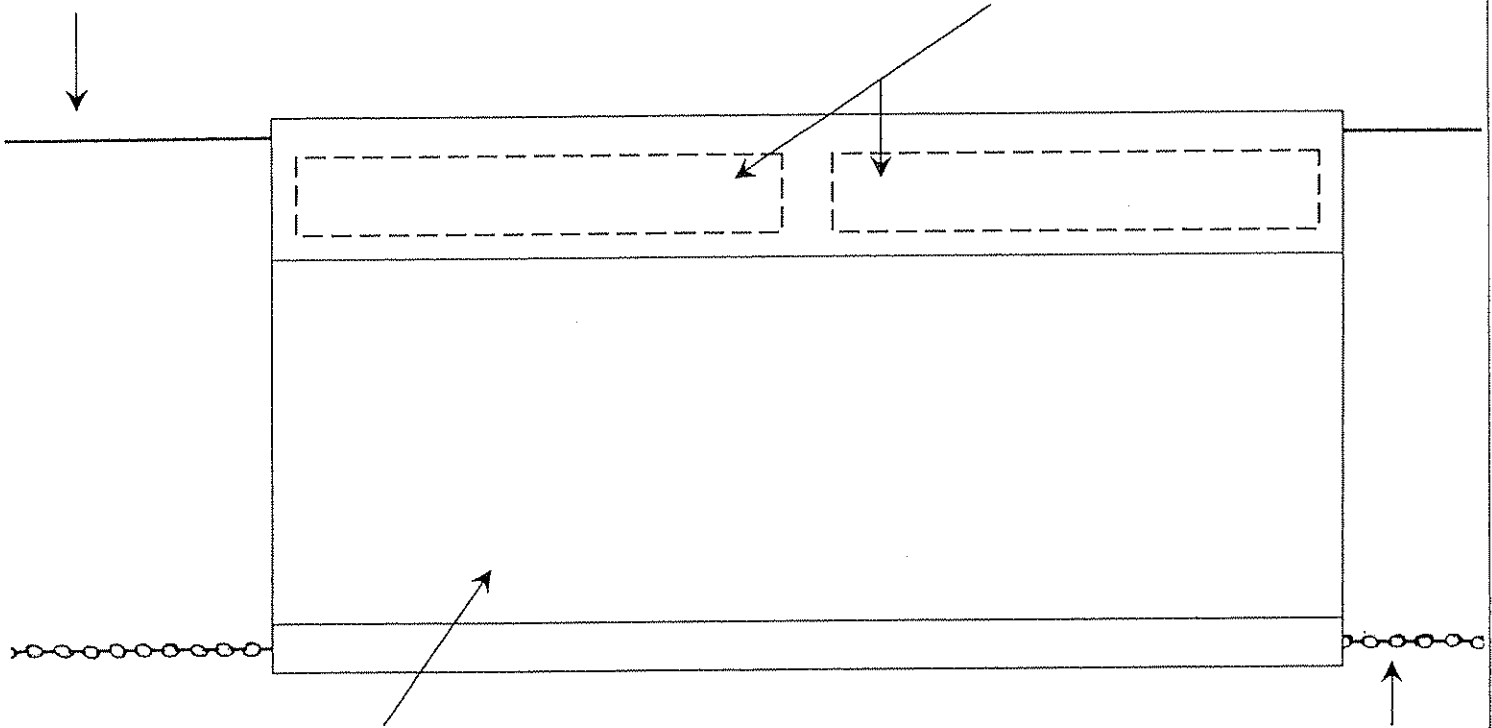
SPECIAL RECLAMATION	
ACCESS ROAD 1 & 4	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23--	PAGE 091	REQ. OR PO NO. DEP13702
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

5/16" GALVANIZED STEEL AIRCRAFT CABLE
 EXTENDED THROUGH FABRIC POCKET AND
 ANCHORED AT BOTH BANKS WITH 4 FT. LONG
 3/4" DIAMETER REBAR OR EQUIVALENT.

FLOATS IN FABRIC SHALL CONSIST OF 4"
 ROLLED CLOSED CELL POLYFOAM FLOATS
 WITH A MINIMUM OF 55 LBS. PER CUBIC FT.
 BUOYANCY OR MATERIALS OF SUITABLE AND
 ACCETED EQUIVALENT



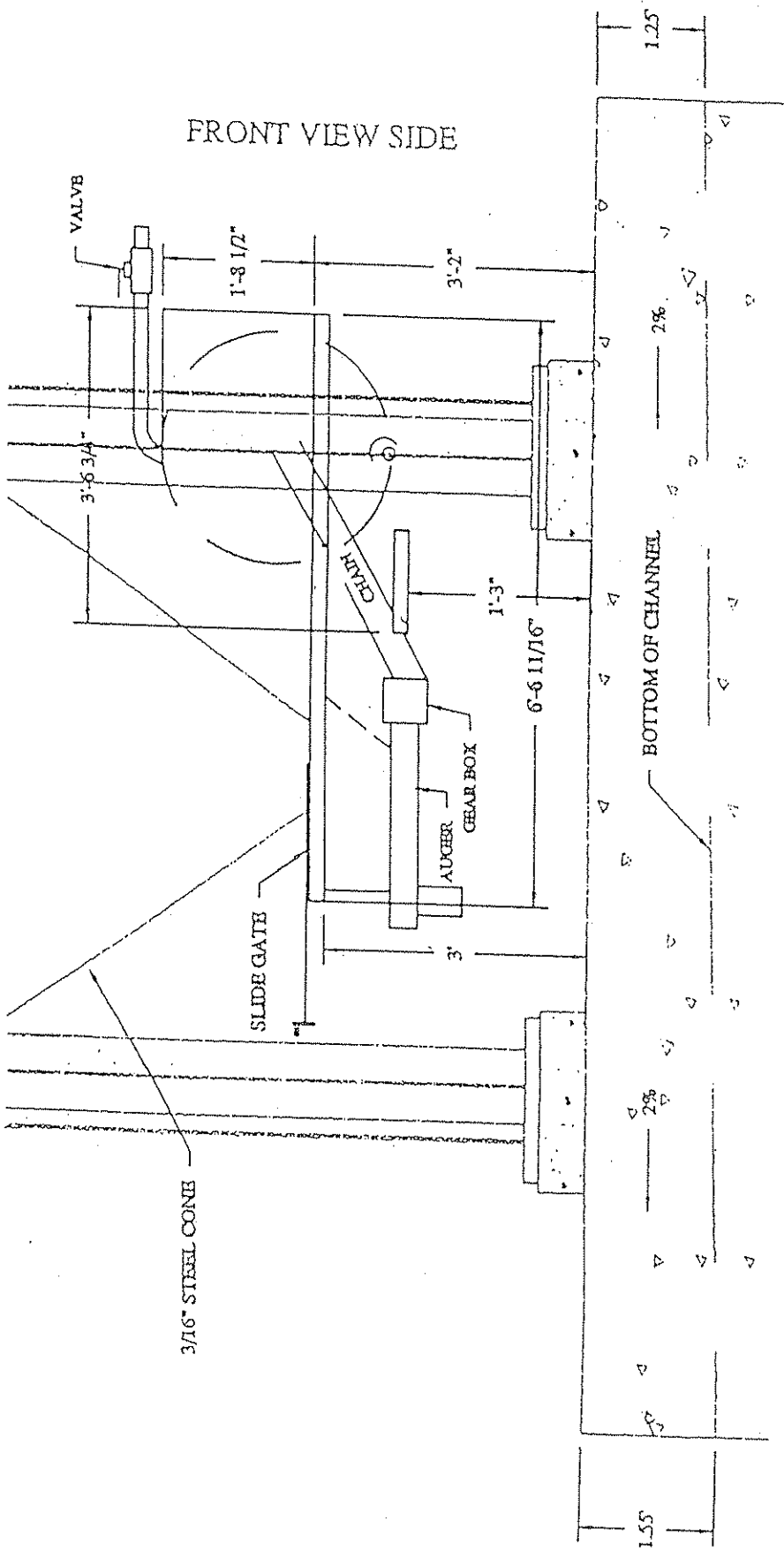
CURTAIN FABRIC SHALL CONSIST OF 30 OZ. CLOTH
 THAT HAS BEEN TURNED AND SEWN TO ITSELF TO
 FORM FABRIC POCKETS FOR THE AIRCRAFT CABLE,
 FLOATS, AND CHAIN. CURTAINS SHALL EXTEND
 THE ENTIRE TOP WIDTH AND THE FULL DEPTH OF
 THE POND. IF MORE THAN ON PIECE OF CLOTH IS
 TO BE USED, THE PIECES SHALL BE SEWN TOGETHER.
 ALL SEAMS SHALL BE SEWN TO PROVIDE STRENGTH
 AND DURABILITY EQUAL TO OR GREATER THAN THE
 UNALTERED FABRIC. ANY WINDOWS IN THE CURTAIN
 SHAL BE FIELD CUT AS DIRECTED BY DEP
 REPRESENTATIVE.

3/8" CHAIN EXTENDED
 THROUGH BOTTOM FABRIC
 POCKET. BOTTOM CORNERS
 OF FLOATING BAFFLE CURTAIN
 SHALL BE FOLDED BACK AGAINST
 TH SIDES OF THE POND AND THE
 CHAIN ANCHORED TO THE 4 FT.
 LONG 3/4" REBAR LOCATED ON THE
 SAME SIDE

NOTE: All Floating Baffle Curtains used on this project shall be
 Aer-Flo, Inc. Tough Guy Turbidity Barriers Type 1. DOT with
 twenty-two (22) ounce vinyl-polyester fabric or equivalent. The
 vinyl-polyester fabric shall be green or blue in color. (See
 Attached Details and Specifications)

SPECIAL RECLAMATION	
FLOATING BAFFLE CURTAIN	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO. :

SPENDING UNIT
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION/SPECIAL RECLAMATION

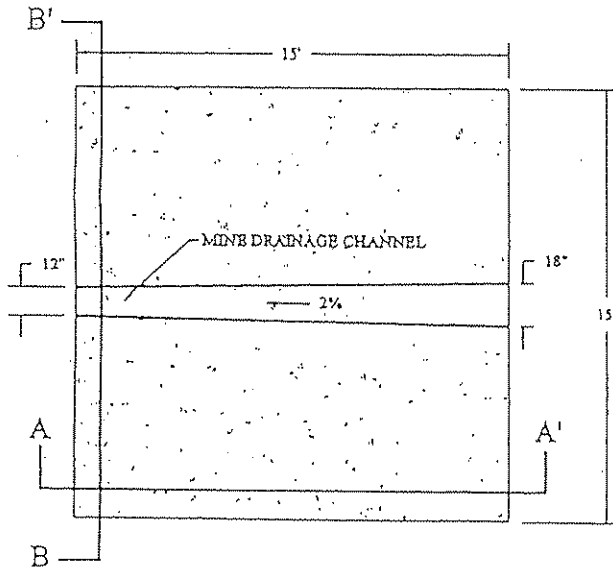


SIDE VIEW PROPOSAL #1
SCALE: 1" = 2'

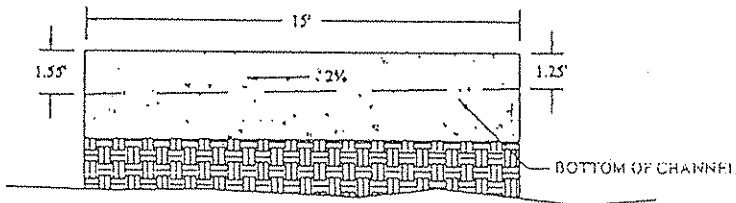
B & S CONTRACTING, INC.
O-3086-87

SPECIAL RECLAMATION	
SIDE VIEW OF AQUA-FIX UNIT	
SCALE: N/A	DRAWN BY:
DATE:	PROJECT NO.:

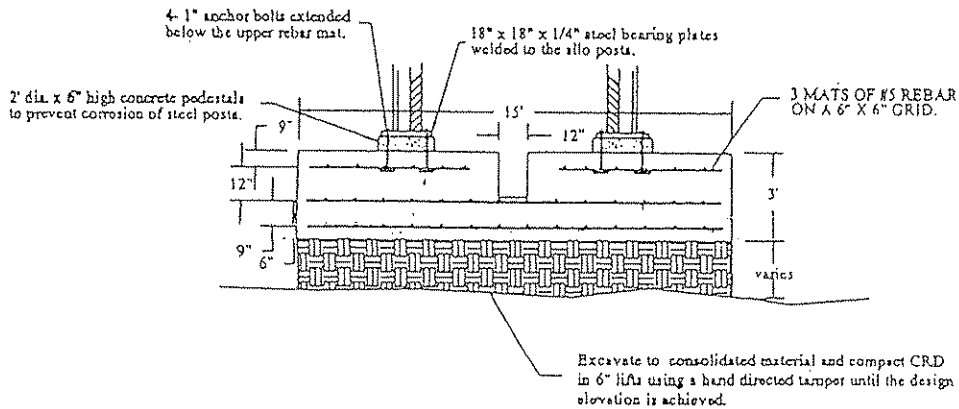
SPENDING UNIT
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION/SPECIAL RECLAMATION



PLAN VIEW



CROSS-SECTION A-A'



CROSS-SECTION B-B'

B & S CONTRACTING, INC.
O-3086-87

SPECIAL RECLAMATION	
X-SECTION & PLAN VIEW OF AQUA-FIX PAD	
SCALE: N/A	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 094	REQ. OR PO NO. DEP 13702
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

General Requirements

Project Construction Sign

Work Required

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

Materials

- (a) Paint. Paint for the project sign shall be one (1) coat Exterior-Grade Wood Primer-Sealer, and two (2) coats Exterior-Grade Enamel by Glidden or equivalent.
- (b) Wood. Sign face shall be 3/4" X 4' X 8' Marine Exterior plywood, and posts and cross braces shall be treated.
- (c) Hardware. All hardware shall be manufactured from good, commercial-quality material and be rust resistant such as galvanized coated.

Execution

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

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

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

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

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

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

BUYER CB-23	PAGE 095	REQ. OR PO NO. DEP13702
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



Joe Manchin, III,
 Governor



Stephanie Timmenmeyer,
 Cabinet Secretary



Ken Ellison,
 Director

STATE OF WEST VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
 Office of Special Reclamation

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

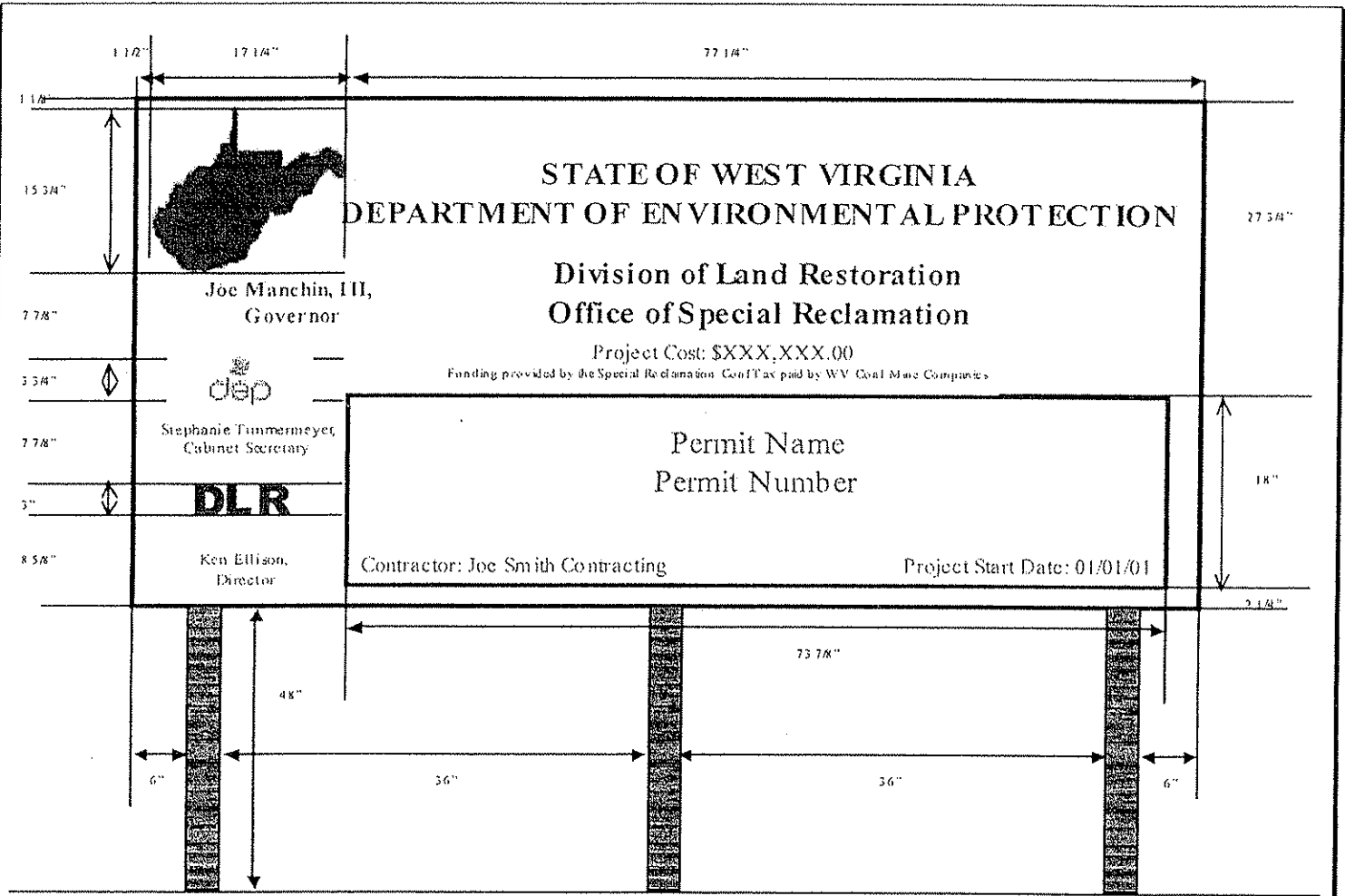
Permit Name Permit Number Contractor: Joe Smith Contracting	Project Start Date: 01/01/01
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OFFICE OF SPECIAL RECLAMATION	
PROJECT CONSTRUCTION SIGN	
SCALE:	DRAWN BY:
DATE:	PROJECT NO.:

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

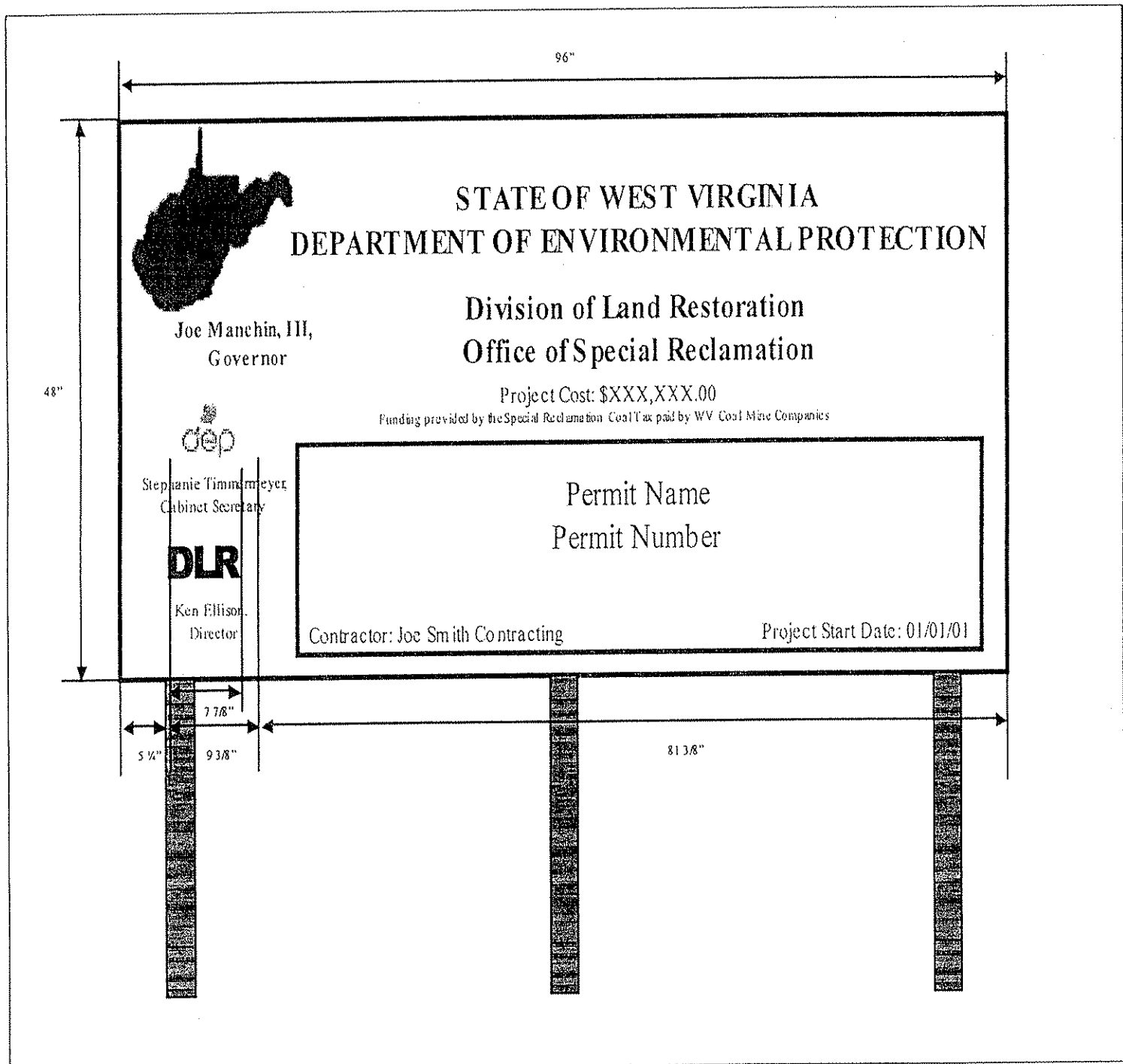
BUYER CB-23	PAGE 096	REQ. OR PO NO. DEH 3702
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



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

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

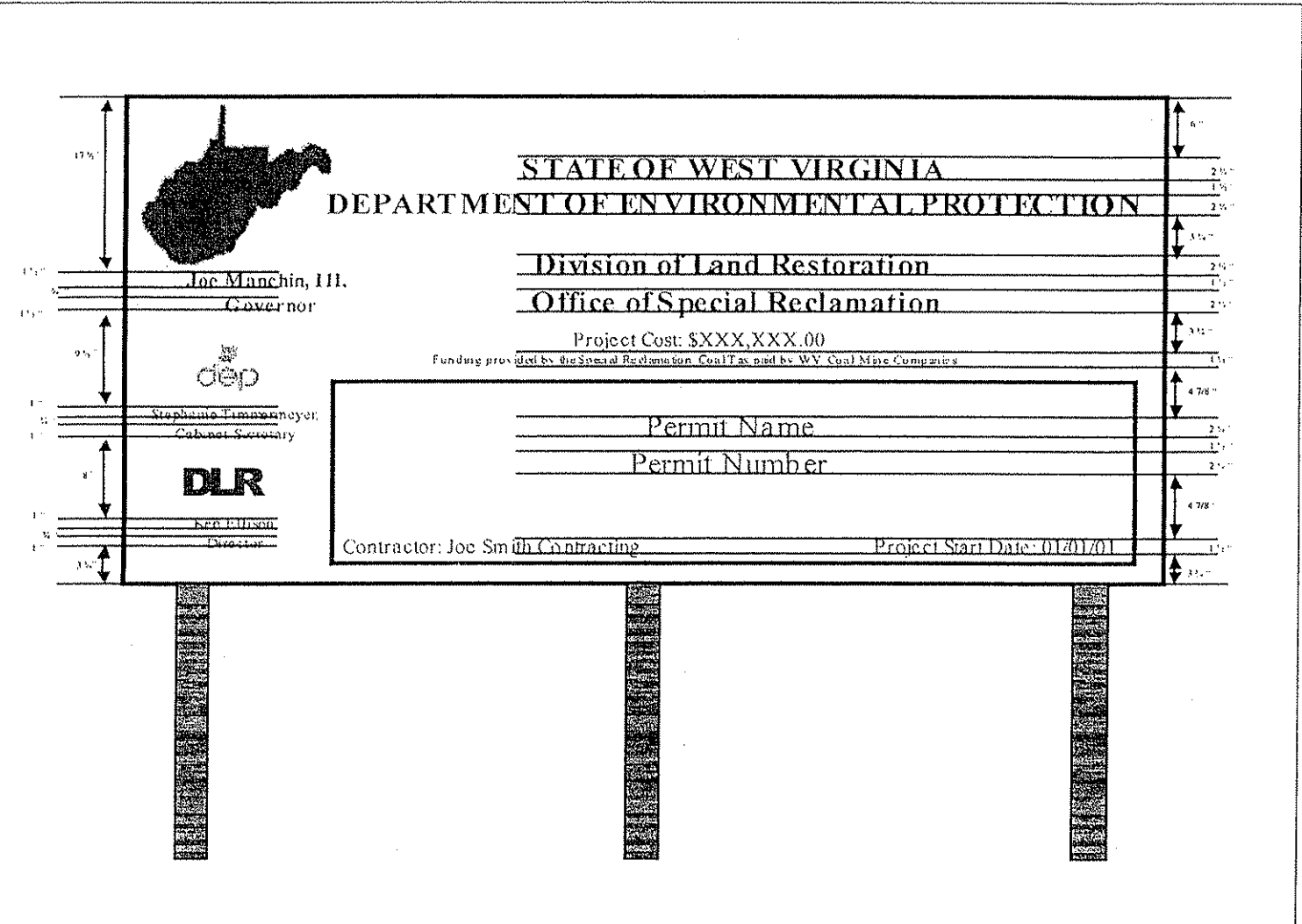
BUYER	PAGE	REQ. OR PO NO.
CB-23	097	DEP13702
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



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

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

BUYER CB-23	PAGE 098	REQ. OR PO NO. DEP13702
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



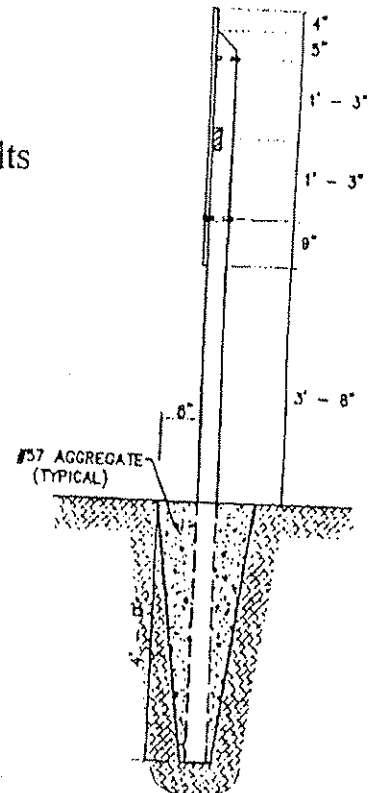
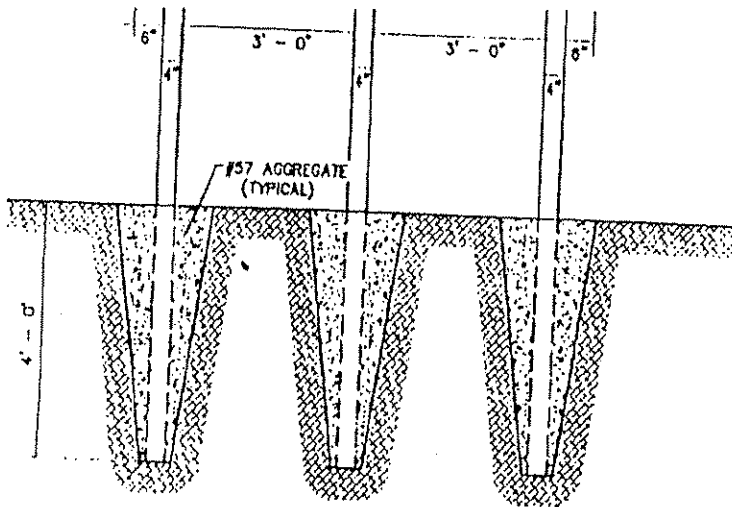
OFFICE OF SPECIAL RECLAMATION	
PROJECT CONSTRUCTION SIGN	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	PAGE 098	REQ. OR PO NO. DEP13702
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

Notes:

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



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

BUYER CB-23	PAGE 100	REQ. OR PO NO. DEP13702
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

VV-36 STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 ENDOR:

DIRECTIONS TO SITE

From the intersection of St. Rt. 19 and St. Rt. 41 (near Summersville) take St. Rt. 19 north. Travel 4.20 miles and turn right onto St. Rt. 55 east. Travel 0.10 mile and turn left. Travel 0.2 mile and go straight thru the intersection on Co. Rt. 43/1 (old Rt. 19). Travel 0.4 mile and turn right onto the mine site.

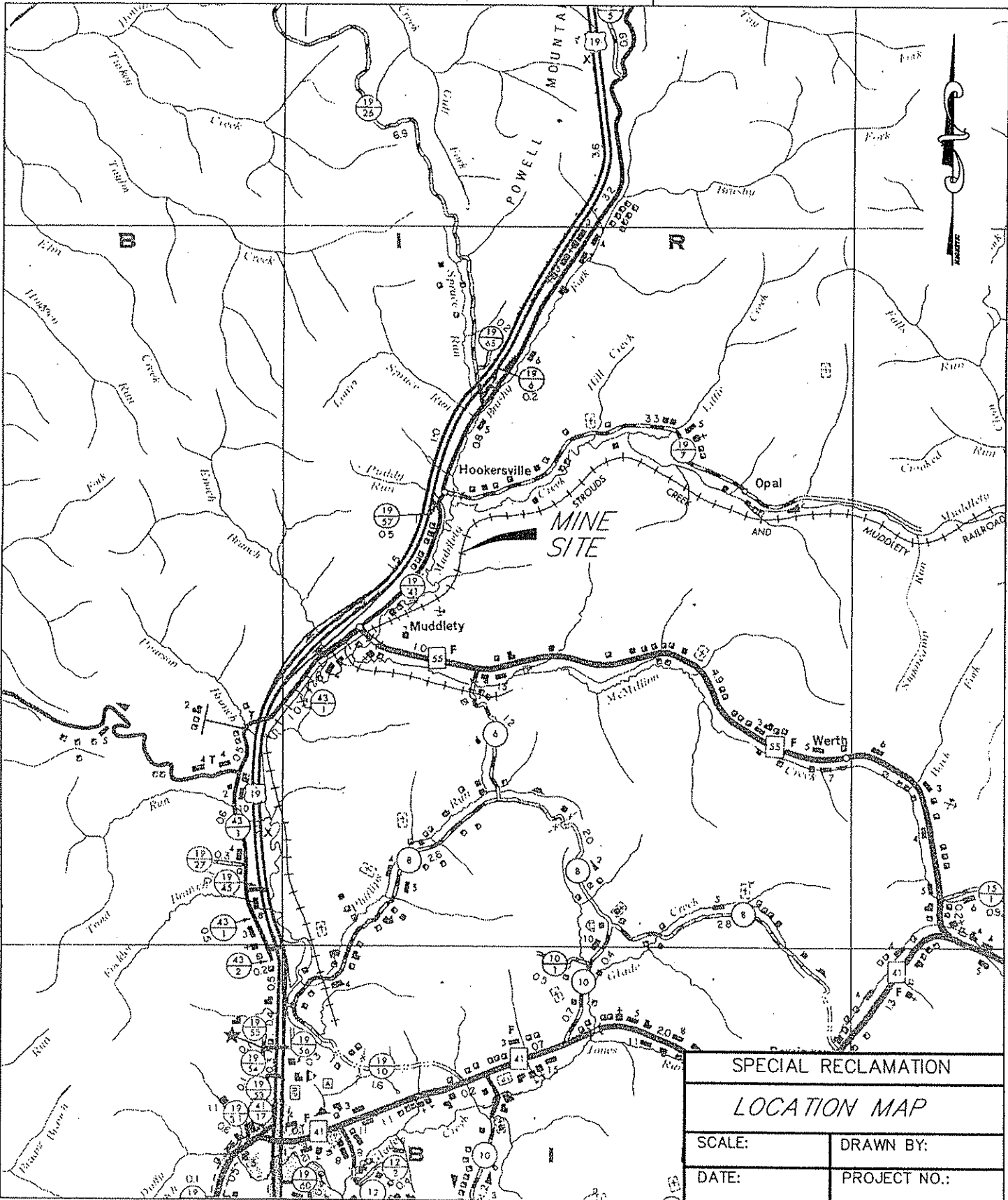
SPECIAL RECLAMATION	
SITE PLAN VIEW	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

BUYER PAGE:
CB-23, 101

REQ. OR PO NO.
DEP13702

SPENDING UNIT
WV DIV ENVIRONMENTAL PROTECTION
SPECIAL RECLAMATION



BID BOND

102

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. Corporate seals must be affixed,
power of attorney must be attached

BID BOND PREPARATION INSTRUCTIONS

103

AGENCY _____ (A)
RFQ/RFP# _____ (B)

Bid Bond

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

- (X) Signature of Attorney in Fact of the
Surety
- NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

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

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

NOW THEREFORE.

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

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

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

Principal Corporate Seal _____(Q)_____
(R) _____(S)_____
By _____(T)_____
(Must be President or
Vice President)
Title _____(V)_____
Surety Corporate Seal _____(X)_____
(Name of Surety)

Attorney-in-Fact

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

A F F I D A V I T**104****West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____