



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
 DEP13009

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
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/14/2008				

BID OPENING DATE: 10/07/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIAL FOR A RECLAMATION PROJECT AT HUNT COAL, PERMIT NUMBER(S) U-5071-86, LOCATED IN MAN, (LOGAN CO.) WV.</p> <p>A MANDATORY ON-SITE PRE-BID CONFERENCE WILL BE HELD ON 09/04/08 AT 10:00 AM. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. PLEASE NOTE, PRE-BID COULD INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</p> <p>DIRECTIONS TO THE PRE-BID ARE INCLUDED IN THE ATTACHED SPECIFICATIONS.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>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 GREENVILLE, LOGAN COUNTY & CONSISTS OF APPROXIMATELY 5.0 ACRES. ONCE AGAIN, ON-SITE PRE-BID LOCATION DIRECTIONS ARE ATTACHED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**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 may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in 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:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



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<p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</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 LOGAN COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, 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</p>						

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<p>OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL</p>						

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<p>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 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME -</p> <p>CONTRACTORS LICENSE NO. -</p> <p>THE SUCCESSFUL BIDDER WILL REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES 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</p>						

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

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<p>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>REQUISITION NO.: DEP13009</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO. S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

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VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....
 SIGNATURE

.....
 COMPANY

.....
 DATE

REV. 11/96

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

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BUYER: CB-23 RFQ. NO.: DEP13009 BID OPENING DATE: 10/07/2008 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ***** THIS IS THE END OF RFQ DEP13009 ***** TOTAL: _____						

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

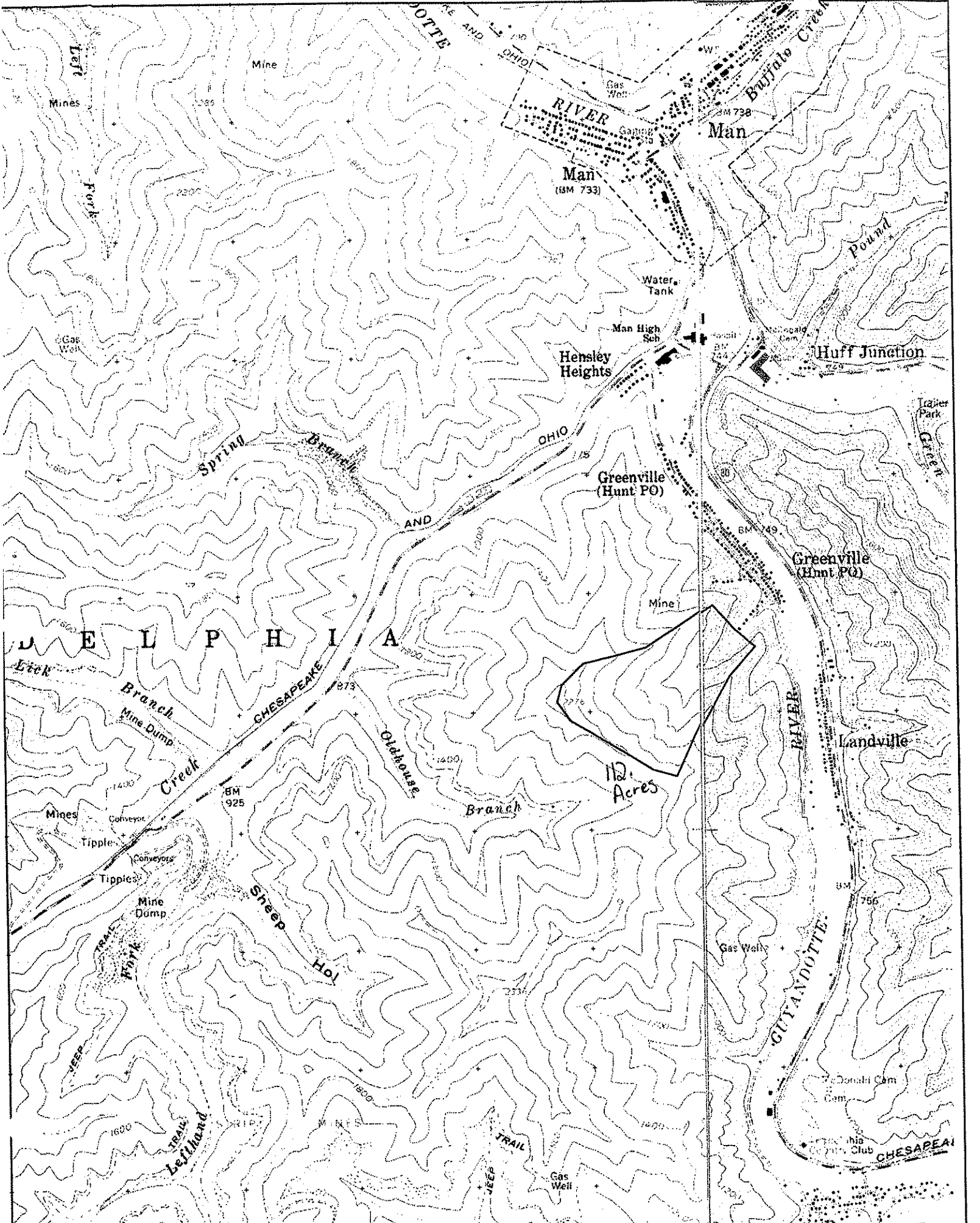
BUYER CB-23	PAGE 010	REQ. OR PO NO DEP13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

DIRECTIONS-HUNT COAL/U-5071-96

FROM CHARLESTON, WEST VIRGINIA:

TAKE US ROUTE 119 S (Corridor G) & TRAVEL APPROX. 55 MILES TO LOGAN EXIT (RT. 10). TURN RIGHT OFF 119, THEN LEFT AT THE LIGHT. TRAVEL 2.2 MILES TO THE INTERSECTION, TURN LEFT ONTO RT. 10 SOUTH. GO THROUGH LOGAN, TURN RIGHT AT THE TRAFFIC LIGHT. CONTINUE ON RT. 10 SOUTH FOR 14.8 MILES TO RT. 80 SOUTH TOWARD GILBERT. FROM THIS INTERSECTION, TRAVEL .2 (2 TENTHS OF A MILE), CROSS TRACKS, CONTINUE ACROSS BRIDGE TO ROCKHOU ROAD. TURN LEFT ONTO ROCKHOUSE ROAD, TRAVEL APPROXIMATELY 150 YARDS, TURN LEFT ONTO GREENVILLE ROAD. TRAVEL ON GREENVILLE ROAD (UP RIVER) .9 (9 TENTHS OF A MILE) TO BELLFLOWER LANE, TURN RIGHT. GO TO THE END OF THIS ROAD TO THE GATE.

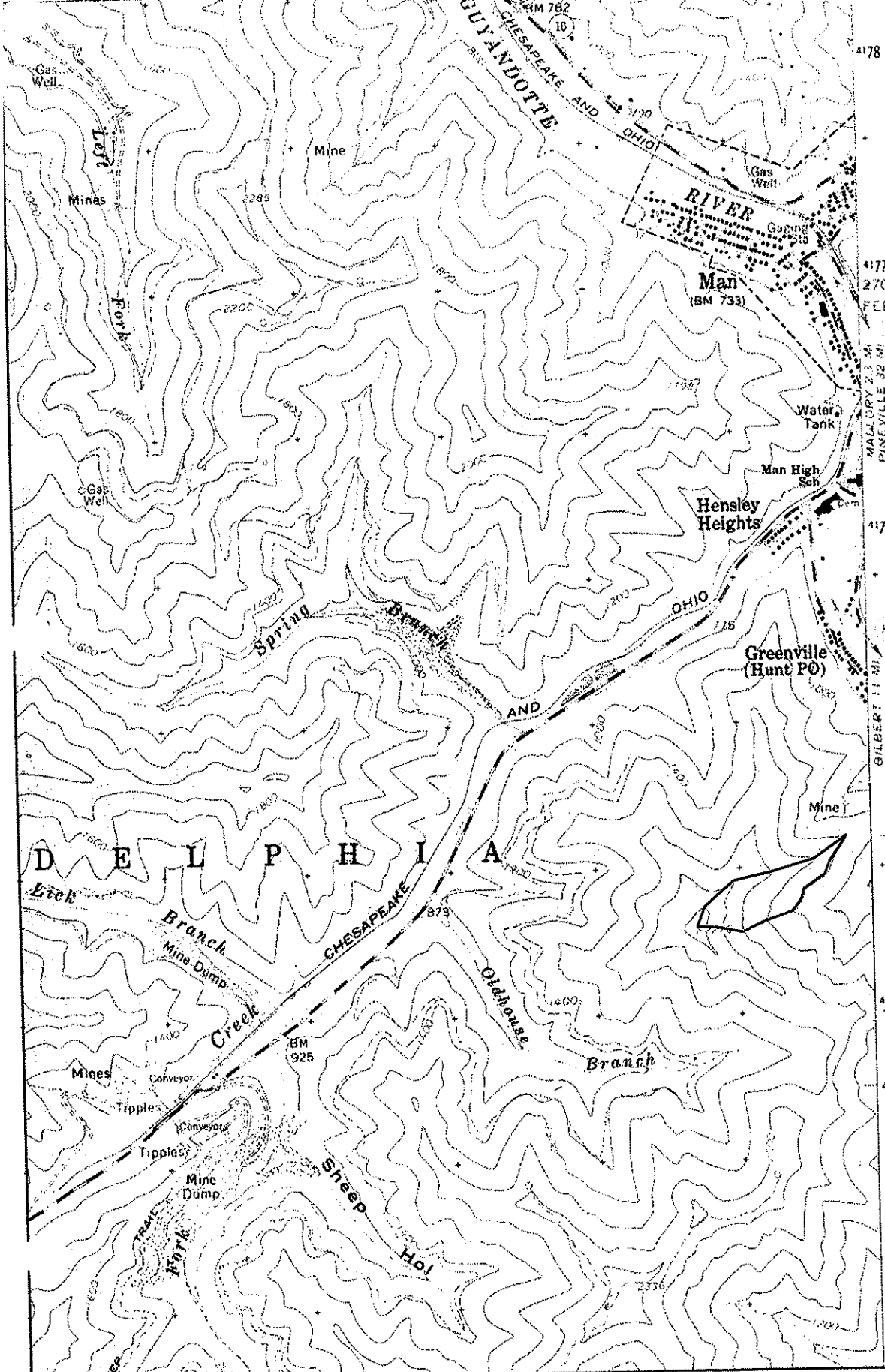
OFFICE OF SPECIAL RECLAMATION	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:



MAN QUADRANGLE
WEST VIRGINIA
7.5 MINUTE SERIES (TOPOGRAPHIC)
NW/4 GILBERT 15' QUADRANGLE

GR-23 012
1689 IV SE
(AMHERSTDALE)
DEP 13009

120 1 740 000 FEET 122 81°52'30" 37'45'



22.52 acres
of watershed
above mine
site

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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 Hunt Coal, Permit U-5071-86, 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 reconstructed in accordance with bid item #16.0. If fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management in the form as described in bid item #7.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Revegetation and soil improvement is required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 6.0) *NOTE: This is a water treatment facility, with critical elevations. Survey and construction stakeout will be required, and the plan submitted prior to construction.
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. **EXCAVATE EXISTING THREE (3) MINE SEALS and the existing SEEP COLLECTION DRAIN, and REPLACE with new mine seals.** Cost of the excavation and construction of new mine seals is inclusive to the cost of Deep Mine Wet Seals. (see attached specifications and/or plans)
7. Construct the **MINE SEEP COLLECTION SYSTEM.** This will consist of approximately **TWO HUNDRED AND TEN LINEAR FEET (210')** of **POURED CONCRETE SEEP CUTOFF WALL, TEN (10') LINEAR FEET OF POURED CONCRETE UPSTREAM ENDWALL, TEN LINEAR FEET (10') OF POURED CONCRETE DOWNSTREAM ENDWALL, and TWO HUNDRED LINEAR FEET (200 LF) OF TWELVE INCH (12") HDPE DR17 COLLECTION DRAIN PIPE.** Collection drain discharge pipe will pass through the downstream endwall, and convey discharge into V-Ditch Number One (#1). Opening where collection drain passes through the downstream endwall must be sealed around pipe to prevent seepage. Seep cutoff wall and the two endwalls are to be poured four feet (4') above pavement, with one foot (1') poured below pavement level. Rebar for headwall shall be grouted one foot (1') into pavement below bottom of wall. The system will be covered with **SIX (6") TO EIGHT INCH (8") CLEAN SANDSTONE** to the top of the seep cutoff wall and will be at least four feet (4') above the coal seam at the highwall. Cost of seep cutoff wall, upstream and downstream endwalls, pipe, and sandstone are inclusive to the cost of the mine seep collection system. (see attached specifications and/or plans)
8. Construct approximately **ONE THOUSAND LINEAR FEET (1000 LF) of V-DITCH #1** to convey flow from mine seep collection system to the conveyance channel. Cost of excavation and limestone will be inclusive to the cost of v-ditch number one (#1) (see attached specifications and/or plans).
9. **CLEAN OUT**, to unobstructed flow, approximately **TWO HUNDRED FIFTY LINEAR FEET (250')** of **EXISTING LIMESTONE RIP-RAP CHANNEL NUMBER ONE (#1)** to collect all surface runoff above limestone v-ditch #1 and direct to natural stream channel (see attached specifications and/or plans).

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10. Reconstruct approximately **EIGHTEEN HUNDRED (1800') LINEAR FEET** of **EXISTING ACCESS ROAD NUMBER THREE (#3)**, starting just before **DRIVE THROUGH #3** (low water crossing) and ending at the **UPSTREAM ENDWALL** of the **MINE SEEP COLLECTION SYSTEM**. Construct with a 1% grade toward v-ditches and channels. The road surface will be constructed with **WOVEN FABRIC UNDERLAYMENT** and **STONE BASE**. There will be **THREE (3) LOW WATER CROSSINGS** installed at designated locations along the Access Road. The cost of the **three low water crossings, filter fabric, and stone** will be inclusive to the cost of the Access Road (see attached specifications and/or plans).
11. Clean out approximately **ONE HUNDRED SEVENTY FIVE FEET (175')** of **CONVEYANCE CHANNEL** to convey flow from **V-Ditch Number One (#1)** to **Stilling Basin**. This channel exists but needs to be cleaned down to natural stone with a minimum width of four feet (4'). Cost of this conveyance will be inclusive to **Conveyance Channel**. (see attached specifications and/or plans).
12. Construct a **STILLING BASIN** below the conveyance channel in the designated location. Install a **CONCRETE SPLASH PAD** where the conveyance channel enters the stilling basin. The Stilling Basin will be **LINED** with a **HDPE "POLY-FLEX" LINER, WITH A SIXTY (60) MIL THICKNESS OR EQUIVILANT**. Install **TWO (2) EIGHT INCH (8") PERFORATED SCHEDULE 40 PVC DECANT PIPES** and **ONE (1) FOUR INCH (4") SCHEDULE 40 PVC PERFORATED DECANT PIPE**, all with **TRASH RACKS**, in the stilling basin. A **FOUR INCH (4") to TWO INCH (2") REDUCER** will be connected to the four inch (4") decant pipe, with a **TWO INCH (2") PVC DRIVE LINE** conveying flow to the Aqua-Fix Unit. **TWO (2) EIGHT INCH (8") HDPE DR17 PIPES**, one for the **INTAKE LINE** to the Aqua-Fix Unit and one for the **DRAIN LINE** to **V-Ditch #2**, will attach to the two 8" decant pipes. A **STAINLESS STEEL KNIFE VALVE** will be installed in the intake line and in the drain line. An **ANCHOR PAD** will be installed for the decant pipes, with the openings sealed so as not to leak. An **EMERGENCY OVERFLOW CHANNEL** will be constructed to carry overflow to the natural stream channel. The cost of the **anchor pad, PVC liner, decant pipes, 2" and 4" PVC drive line and reducer, 8" HDPE DR17 drain line, 8" HDPE DR17 intake line, knife valves, and the emergency overflow channel**, will be inclusive to the cost of the **Stilling Basin** (see attached specifications and/or plans).
13. Construct the **AQUA-FIX UNIT**. This will include the construction and installation of the **TIP BUCKET, CONCRETE FOUNDATION, TEN (10) TON SILO, STEEL ENCLOSURE**, and a **CRANE** for lifting the unit and silo (see attached specifications and/or plans). The cost of the tip bucket, concrete foundation, silo, steel enclosure and crane will be inclusive to the cost of the **Aqua-Fix Unit**. (see attached specifications and/or plans).
14. Construct approximately **FIFTEEN HUNDRED LINEAR FEET (1500')** of **V-DITCH #2** from along lower section of access road number three (#3) above the stilling basin and continue to headwall number one (#1). **V-Ditch number two (#2)** will require some field adjustment to pass beneath an existing eight inch (8") gas line. The ditch will be lined with **LIMESTONE**. Cost of excavation and limestone rip-rap will be inclusive to the cost of **V-Ditch Number Two (#2)**(see attached specifications and/or plans).
15. Construct **HEADWALL NUMBER ONE (#1)** to capture flow from **V-Ditch #2**. Install approximately **ONE HUNDRED AND FIFTY LINEAR FEET (150')** of **EIGHT INCH (8") HDPE DR17 CONVEYANCE LINE** to carry flow from the headwall to **Pond #1** and **Pond #2**. **TWO EIGHT INCH (8") STAINLESS STEEL KNIFE VALVES** will be installed in the line to alternate flow from headwall to **pond #1** or to **pond #2**. The openings in the headwall for the eight inch (8") pipe will be sealed so as not to leak. Pipe will be **BURIED A MINIMUM OF TWO FEET (2')**. The cost of the **HDPE DR17 PIPE** and knife valves will be inclusive to the cost of the **Headwall number one (#1)**. (see attached specifications and/or plans).
16. **CLEAN OUT** approximately **FOUR HUNDRED LINEAR FEET (400')** of **OPEN LIMESTONE CHANNEL #3** to direct surface runoff, from above treatment system, to the Existing Natural Drain. Open limestone channel #3 will be **GROUTED**. **TWO (2) TWENTY FOOT (20') SECTIONS OF TWENTY FOUR INCH (24") HANCOR SURLOK CULVERTS** will be installed near the base of the valley fill to cross **Access Road Number One (#1)**. The culverts will be **BEDDED** with **THREE INCH (3") to FIVE INCH (5") LIMESTONE**. The cost of the **CMP Culverts** will be inclusive to the cost of cleaning and grouting of the **Open Limestone Channel #3** (see attached specifications and/or plans).

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17. Install **TWO HUNDRED TWENTY LINEAR FEET (220')** OF **SIXTY INCH (60") ADS PIPE** in the natural stream channel, and **BED WITH THREE INCH (3") TO FIVE INCH (5") LIMESTONE** to **MIDWAY OF PIPE DIAMETER**. **TWO (2) HEADWALLS**, one at the **INLET** and one at the **OUTLET**, will be installed. After pipe is bedded in stream, **COVER WITH AT LEAST TWO FEET (2') OF SOIL**. The cost of the two (2) headwalls, limestone, and sixty inch (60") ADS pipe will be inclusive to the cost of the placement of the pipe. (see attached specifications and/or plans).
18. Construct **POND NUMBER ONE (#1)**. Install **CONCRETE ANCHOR PAD**, and approximately **SEVENTY FIVE LINEAR FEET (75')** of **EIGHT INCH (8") HDPE DR17 DRAIN LINE** from Pond Number One (#1) to Pond Number Three (#3). The hole in the anchor pad for the eight inch drain line will be sealed around the pipe to prevent leakage. Install **THREE (3) FLOATING BAFFLE CURTAINS** in pond. Pond will be **LINED** with a **HDPE "POLY-FLEX LINER** with a **SIXTY (60) MIL. THICKNESS** or equivalent that will be fused on site and not leak. The liner will be sealed around the headwall and conveyance line so as to prevent leakage as well. The liner shall cover the entire inside of the pond and be anchored in at dike level. The cost of the liner, baffle curtains, anchor pad, and eight inch (8") HDPE DR17 Pipe will be inclusive to the cost of pond #1 (see attached specifications and/or plans).
19. Construct **POND NUMBER TWO (#2)**. Pond number two (#2) will include a **SPLASH PAD** for flow from 8" drain line from the headwall, and approximately **TWENTY LINEAR FEET (20')** of **GROUTED SPILLWAY** to convey flow to pond number three (#3). **THREE (3) FLOATING BAFFLE CURTAINS** will be installed in pond. Pond will be **LINED** according to the specifications detailed in **ITEM 18**. The cost of the liner, baffle curtains, splash pad, and grouted spillway will be inclusive to the cost of pond #2. (see attached specifications and/or plans.)
20. Construct **POLISHING POND NUMBER THREE (#3)**. Pond number three (#3) will include **FOURTY LINEAR FEET (40')** of **GROUTED SPILLWAY** to convey flow to existing channel. Install **THREE FLOATING BAFFLE CURTAINS**. Pond will be **LINED** according to the specifications detailed in **ITEM 18**. The cost of the liner, baffle curtains, and grouted spillway will be inclusive to the cost of pond #3 (see attached specifications and/or plans.)
21. Install **APPROXIMATEY EIGHT HUNDRED LINEAR FEET (800')** of **SIX INCH (6") HDPE DR17 SLUDGE CONVEYANCE LINE** to carry sludge pumped from Ponds #1 (400') and #2 (400') during cleaning to Drying Cell Number One (#1). Lines must be **BURIED** at least **TWO FEET (2')** below surface. **TWO PUMP CONNECTIONS** will be installed, one each next to Ponds #1 and #2. The cost of the HDPE Pipe and connections are inclusive to the sludge conveyance line (see attached specification and/or plans).
22. Construct **DRYING CELLS NUMBER ONE (#1), NUMBER TWO (#2), and NUMBER THREE (#3)**. Cells number one (#1) and number two (#2) will have a **GROUTED SPILLWAY**. Cell #1 will also have a **SPLASH PAD**. **ALL CELLS** will discharge through **SIX INCH (6") HDPE DR17 PIPES** into a **SINGLE SINCH INCH (6") HDPE DR17 PIPE**, which will then discharge into V-Ditch #2. The cost of the grouted spillways, splash pad, and all underdrain pipes are inclusive to the cost of the Sludge Drying Cells. (see attached specifications and/or plans.)
23. Install approximately **TWENTY FIVE HUNDRED (2500')** **LINEAR FEET** of **FENCE** in the designated areas. **SEVEN (7) TWENTY FOOT (20') GATES** will be installed in designated points of the fenced in areas. The cost of the gates will be inclusive to the cost of the fence (see attached specifications and/or plans).
24. Install approximately **ONE THOUSAND LINEAR FEET (1000')** of **HAYBALE DIKE** where needed (see attached specifications and/or plans).

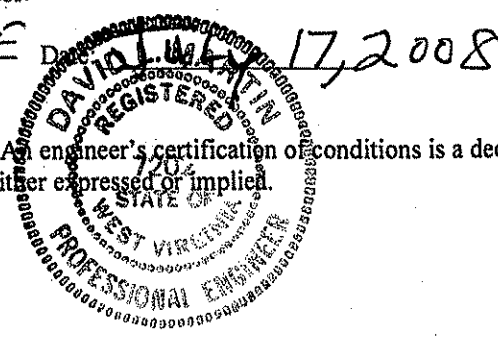
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- 25 Construct **APPROXIMATELY FIVE HUNDRED LINEAR FEET (500')** of **ACCESS ROAD NUMBER ONE (#1)**, with a **DRIVE THROUGH** in V-Ditch #2 above Headwall #1. Upstream flat sections of the road will have a **TWO PERCENT (2%) GRADE TOWARD THE LIMESTONE CHANNEL NUMBER THREE**. Section of access road on valley fill will have a two percent (2%) grade toward the valley fill. The section of access road from the two twenty-four inch (24") culverts to main gate will have a two percent (2%) grade toward the natural stream channel. The road surface will be constructed with **WOVEN FABRIC UNDERLAYMENT** and **STONE BASE**, as shown in detail. The cost of the drive through, engineering fabric and stone base will be inclusive to the cost of the access road. (see attached specifications and/or plans.)
- 26 **REPAIR/RECONSTRUCT APPROXIMATELY ONE THOUSAND LINEAR FEET (1000')** of **EXISTING ACCESS ROAD NUMBER TWO (#2)** with **LOW WATER CROSSING #3**, and re-connect with the access road #3 below the Stilling Basin. The road surface will be constructed with **WOVEN FABRIC UNDERLAYMENT** and **STONE BASE**, as shown in the detail. An **EXISTING ROAD DITCH**, alongside the access road, will be cleaned out. The cost of the low water crossing, woven filter fabric, stone base, and the cleaning of the existing road ditch will be inclusive to the cost of the repair/reconstruction of access road number two (see attached specification and/or plans).
- 27 **REGRADE ALL DISTURBED AREAS TO A TRACKED AND FINISHED SURFACE READY FOR REVEGETATION.**
- 28 Revegetate approximately five (5) acres according to the attached specifications and/or plans.
- 29 Remove all junk and debris.

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

David L. Martin PE
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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 ENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>HUNT COAL</u>				
PERMIT NUMBER(S): <u>U-5071-86</u>				
WATER QUALITY ABATEMENT				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
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>REGRADING AND TOPSOIL</u>	LUMP SUM	\$ _____
4.0		<u>REVEGETATION</u>		
4.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ _____
4.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ _____
4.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ _____
4.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ _____
5.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit.)	LUMP SUM	\$ _____
6.0		<u>WATER TREATMENT PONDS</u>		
6.1	LUMP SUM	<u>STILLING BASIN, ANCHOR PAD</u>	LUMP SUM	\$ _____
6.2	LUMP SUM	<u>POND #1</u>	LUMP SUM	\$ _____
6.3	LUMP SUM	<u>POND #2</u>	LUMP SUM	\$ _____
6.4	LUMP SUM	<u>POND #3</u>	LUMP SUM	\$ _____
6.5	LUMP SUM	<u>HEADWALL #1</u>	LUMP SUM	\$ _____

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7.0	1000 LF	<u>HAYBALE DIKE</u> (Max. bid \$5.00 per LF)	\$ _____ PER LF	\$ _____
8.0		<u>CULVERTS</u>		
8.1	LUMP SUM	<u>ADS PIPE</u>	LUMP SUM	\$ _____
9.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ _____
10.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
11.0	LUMP SUM	<u>DEEP MINE SEAL</u> (Wet Type (Acid producing seam))	LUMP SUM	\$ _____
12.0		<u>OPEN LIMESTONE CHANNELS</u>		
12.1	LUMP SUM	<u>CHANNEL NUMBER THREE (#3)</u>	LUMP SUM	\$ _____
12.2	LUMP SUM	<u>CHANNEL NUMBER ONE (#1)</u>	LUMP SUM	\$ _____
12.3	LUMP SUM	<u>V-DITCH #1</u>	LUMP SUM	\$ _____
12.4	LUMP SUM	<u>V-DITCH #2</u>	LUMP SUM	\$ _____
12.5	LUMP SUM	<u>CONVEYANCE CHANNEL</u>	LUMP SUM	\$ _____
13.0		<u>AQUA-FIX TREATMENT FACILITY</u>		
13.1	LUMP SUM	<u>FOUNDATION AND STRUCTURAL ELEMENTS</u>	LUMP SUM	\$ _____
13.2	LUMP SUM	<u>SUB-FOUNDATION PREP</u>	LUMP SUM	\$ _____
13.3	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ _____
13.4	LUMP SUM	<u>DOSING UNIT AND SILO</u>	LUMP SUM	\$ _____
13.4	LUMP SUM	<u>WATER INTAKE LINE TO DRIVE UNIT</u>	LUMP SUM	\$ _____

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 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
14.0		<u>MINE SEEP COLLECTION AND CONVEYANCE</u>		
14.1	LUMP SUM	<u>MINE SEEP COLLECTION SYSTEM</u> (at mine seal)	LUMP SUM \$	_____
15.0		<u>TREATMENT SITE ROADWAYS</u>		
15.1	LUMP SUM	<u>CONSTRUCT ACCESS ROAD #1 AND DRIVE THROUGH</u>	LUMP SUM \$	_____
15.2	LUMP SUM	<u>RECONSTRUCT EXISTING ACCESS ROAD #2</u>	LUMP SUM \$	_____
15.3	LUMP SUM	<u>RECONSTRUCT EXISTING ACCESS ROAD #3, THREE (3) LOW WATER CROSSING</u>	LUMP SUM \$	_____
16.0		<u>SLUDGE DRYING CELLS</u>		
16.1	LUMP SUM	<u>CELL #1,</u>	LUMP SUM \$	_____
16.2	LUMP SUM	<u>CELL #2,</u>	LUMP SUM \$	_____
16.3	LUMP SUM	<u>CELL #3</u>	LUMP SUM \$	_____
17.0		<u>CONVEYANCE LINE</u>		
17.1	LUMP SUM	<u>SLUDGE CONVEYANCE LINE FROM PONDS #1, #2, #3</u>	LUMP SUM \$	_____
18.0	LUMP SUM	<u>FENCING/GATES</u>	LUMP SUM \$	_____
		<u>TOTAL FOR PERMIT U-5071-86</u>		\$ _____

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BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION/DEMobilIZATION

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

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

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

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

3.0 REGRADEING 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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4.0 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.

4.1 AGRICULTURAL LIME

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

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

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

Lime Applied at 3 ton/acre.

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4.2 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.

4.3 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

4.4 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.

SOUTH MIX

<u>VEGETATIVE SPECIES</u> ¹	<u>RATE/ACRE</u> ¹
Orchard Grass	@ 30 lbs/acre
Birdsfoot Trefoil ²	@ 15 lbs/acre
Red Top	@ 10 lbs/acre
Switchgrass	@ 10 lbs/acre
Perennial Ryegrass	@ 10 lbs/acre
Alskike 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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5.0 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.

6. 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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6.1, 6.2, 6.3, 6.4 TREATMENT PONDS

All ponds and the stilling basin shall have installed an HDPE "POLY-FLEX LINER with sixty (60) mil. thickness or equivalent that will be fused on site and not leak. The liner shall cover the entire inside of the ponds and be anchored in at dike level. The tops of the dikes on ponds number one (#1), number two (#2), and number three (#3) will be five feet wide, with the exception of the top of the dike wall between pond number one (#1) and number two (#2) and between pond number one (#1) and number three (#3), which will be ten feet (10') wide to facilitate an access road for ponds. Grouted spillways will be installed with a keyway so as to eliminate the flow of water underneath the spillway.

6.1, 13.5, 14.5, 16.1, 16.3, 17.1, HIGH DENSITY POLYETHYLENE PIPE (HDPE)

Furnish all labor, equipment, and materials to excavate, install, and backfill all piping as indicated on the attached typical plans, cross-sections, specifications, and as discussed at the Pre-Bid Showing. This includes all piping and cleanouts through connections of Drop Inlet Boxes One (1) and Two (2), between all ponds, and all HDPE DR 11 pipe associated with sludge pumping lines and Drying Cells One (1) and Two (2). All polyethylene pipe and fittings, including but not limited to cleanouts, shall be manufactured from high-density compounds in accordance with ASTM D 3350. Install all piping to the general alignment as shown on the drawings. Installation shall be in a manner minimizing the number of joints. All HDPE DR 11 pipe shall be fused on site and conform to ASTM D 3261. Pipe backfill material in contact with pipe shall consist of select fill without stones or sand. Piping will be paid for at the contract lump sum price. Pipe trench excavation and backfill is incidental to this work, and no separate payment will be made for backfill.

6.3, 6.4 GROUTED RIPRAP CHANNEL

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

7.0 HAYBALES

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

1. 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.

8.1 CULVERTS

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

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

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

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

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

9.0 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.

10.0 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.

11.0 DEEP MINE SEALS (Wet Type (Acid Producing Seams))

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

12.1 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)

13.0 WATER TREATMENT UNIT

13.1 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. Adverse weather conditions shall be avoided during completion of the item. The relation of the elevation to the water source is shown in ATTACHMENT. 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 raw water source via a Twelve (12) inch HDPE DR11 pipe which dumps into the foundation channel. After treatment with the reagent the water will exit the trough into V-ditch. V-ditch will direct the water into the settling ponds.

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

This item shall be paid for as a lump sum item after completion of the foundation and acceptance by the DEP.

13.2 SUB-FOUNDATION PREPARATION

The sub-foundation shall be cut in 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 (See ATTACHMENT). The DEP on site representative shall be present during this work.

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The sub-foundation material shall be suitable material free of particles larger than three (3) inches in diameter and consist of granular material conforming to WVDOH specification 716.1.1.2. A bearing capacity of approximately six (6) tons per square foot should be obtained.

Compaction shall be performed 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.

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

13.3 CRANE/ COMPARABLE EQUIPMENT

This shall include the furnishing of a crane or comparable equipment of sufficient capacity to unload and erect the dosing unit/silo and steel enclosure building. The dosing unit/silo is estimated to weigh 3 tons, and have an in-place height of approximately fifteen feet (15'). The steel enclosure is a one-piece building with an estimated weight of 500-600 lbs. This building is approximately ten feet (10') by fifteen feet (15') in area and is ten to twelve feet (10-12') tall.

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

13.4 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-LB-OA-5). Unit shall be capable of delivering 110lbs/hr of CaO.

This item shall be subcontracted to:

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

A five (5) 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 safety enclosure attached to the silo structure support system to protect the dosing unit from vandalism and 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 structure shall be fitted with a propane heating unit with a capacity to prevent freezing of the dosing unit during winter.

Painting of the silo and the 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 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, pipe system and rip rap spillways leading to and between them must be completed before testing is initiated. The Calcium Oxide shall be 1 ton 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.

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13.5 WATER INTAKE TO DRIVE LINE

A two (2) inch HDPE DR11 water line shall be provided to connect Discharge Stand Pipe of Pond three (3) to the control valve on the dispensing unit and a valve for flushing the line. The intake end of the line shall be fitted with a trash rack to prevent undesirable materials from entering the stand pipe which runs parallel to the pond three (3) discharge line. Payment for all of the work specified above shall be made based on the lump sum contract price.

14.1, 14.2 SEEP CONVEYANCE DRAIN

Provide materials and construct seep conveyance drain according to typical attachment and specifications included. Payment for each Seep Conveyance Drain is for length installed.

15.1, 15.2, 15.3 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.

15.1, 15.2, 15.3 ENGINEERING FABRIC (FILTER FABRIC)

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

1. All numerical values represent minimum average roll values (i.e., any roll in a lot shall meet or exceed the minimum value in the table)
 2. No greater opening than a #50 U.S. Sieve.
 3. Minimum in weakest principal direction.
- 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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16.1, 16.2, 16.3 SLUDGE DRYING CELLS

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

18.0 CONSTRUCTED FENCE

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

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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. Considerable foot travel over rough terrain and/or inclement weather may be required.

Video

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

INTENT OF CONTRACT

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

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

GENERAL PERFORMANCE STANDARDS

INTRODUCTION

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

BACKFILLING

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

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BLASTING

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

LIFE OF CONTRACT

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

WORK PERFORMANCE PERIOD

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

NOTICE TO PROCEED

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

PRE-CONSTRUCTION CONFERENCE

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

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

CONTRACTOR RESPONSIBILITY

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

LAWS TO BE OBSERVED

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

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.

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CONCURRENT RECLAMATION

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

WATER QUALITY CONTROL

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

DIFFERING SITE CONDITIONS

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

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

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

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

HANDLING AND STORAGE OF MATERIALS

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

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

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

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.

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.

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

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

Contract Non-Compliance

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

CONTRACT DELETIONS

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

CANCELLATION

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

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

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

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

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**STATE OF WEST VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF WATER AND WASTE MANAGEMENT
 601 57th STREET SE
 CHARLESTON, WV 25304-2345
 GENERAL**

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
WATER POLLUTION CONTROL PERMIT**

Permit No. WV0115924

Issue Date: November 5, 2007
 Effective Date: December 5, 2007
 Expiration Date: December 4, 2012

Subject: Stormwater Associated
 With Construction Activities

To Whom It May Concern:

This is to certify that any establishment with discharges composed entirely of stormwater associated with construction activities disturbing one acre or greater of land area (construction activities are land disturbing operations such as 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. Stormwater discharges associated with land disturbing activities that may reasonably be expected to be causing or contributing to a violation of a water quality standard as determined by the Director.
3. Land disturbing activities already governed by other Department of Environmental Protection NPDES permits. 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 40CFR 122.3(e) and 47CSR 10-3.2.b.4 (NPDES Program).
6. Land disturbing activities related to oil and gas activities as required by the Energy Policy Act of 2005. These activities include but are not limited to construction of drilling sites, waste management pits, and access roads, as well as construction of the transportation and treatment infrastructure such as pipelines, natural gas treatment plants, natural gas pipeline compressor stations, and crude oil pumping stations. Construction activities that result in a discharge of a reportable quantity release or that contribute pollutants (other than non-contaminated sediments) to a violation of a water quality standard are still subject to permit coverage.

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

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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

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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.

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.

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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.

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

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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.

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.

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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.

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"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

"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.

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"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.

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"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.

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

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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.

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.

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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.
- 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.

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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;

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- 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.
- j.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 temporarily 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.
- 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.

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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

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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).

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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

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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.

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

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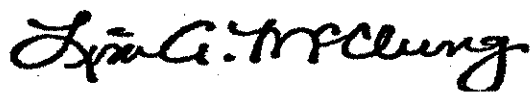
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grass that uniformly covers more than 70 percent of the ground, stable outlet channels with velocity dissipation which directs site runoff to a natural watercourse, and any other approved structure or material. The permittee will request a final inspection 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.

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

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General Requirements

Project Construction Sign

Work Required

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

Materials

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

Execution

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

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

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

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

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

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Joe Manchin, III,
Governor



Randy C Huffman,
Cabinet Secretary



Ken Ellison,
Director

**STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Division of Land Restoration
Office of Special Reclamation**

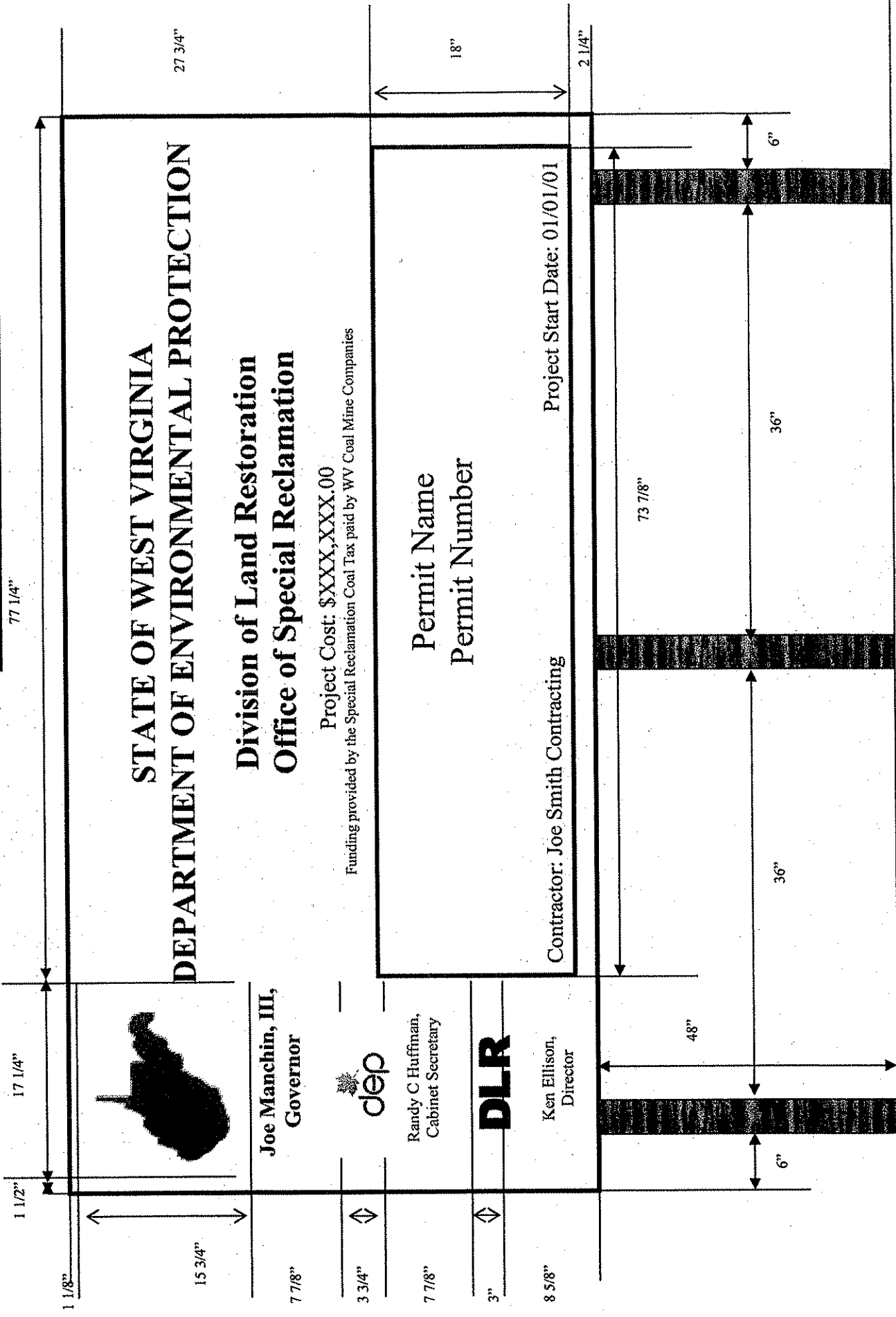
Project Cost: \$XXX,XXX.00
Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

Permit Name
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION 77 1/4"		



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Joe Manchin, III,
Governor



Randy C Huffman,
Cabinet Secretary



Ken Ellison,
Director

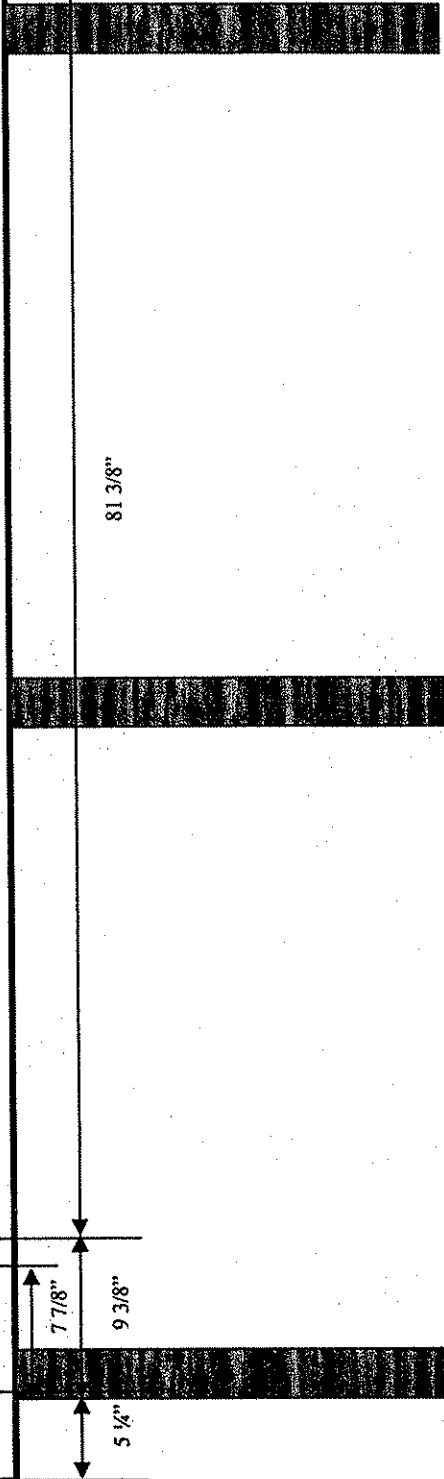
STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation


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

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

48"



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17 1/2"

1 1/2"

3/4"

1 1/4"

9 1/2"

1"

3/4"

1"

8"

1"

3/4"

1"

3 3/4"

STATE OF WEST VIRGINIA

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration

Office of Special Reclamation

Project Cost: \$XXX,XXX.00

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

Permit Name

Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

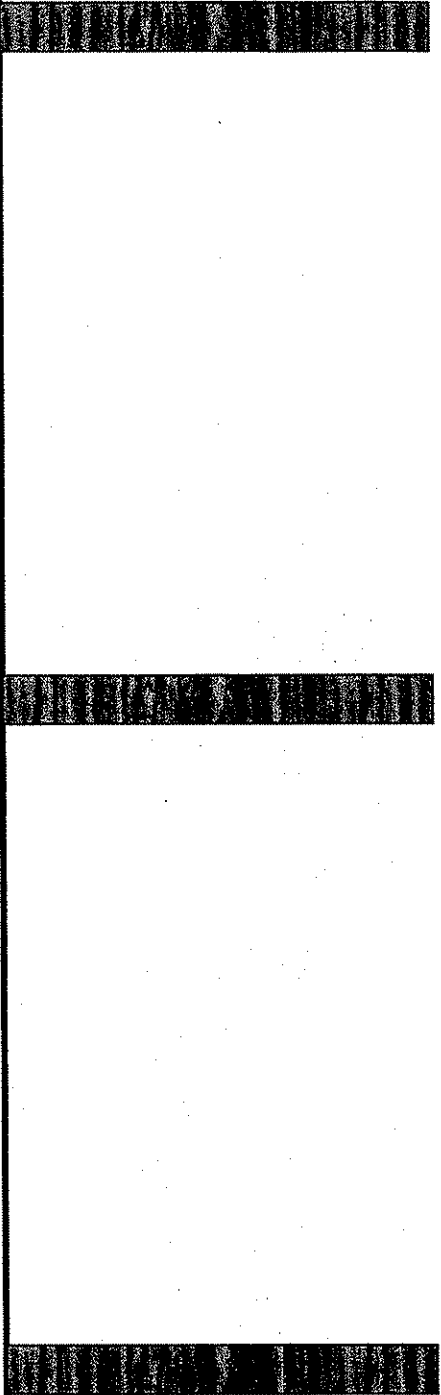
1 1/2" Joe Manchin, III,
Governor



1" Randy C Huffman,
Cabinet Secretary



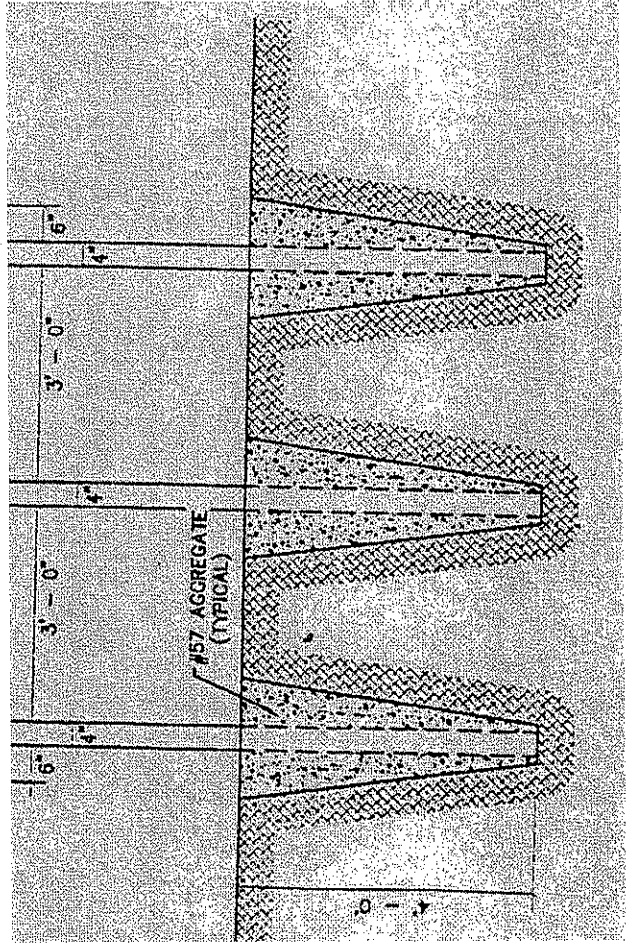
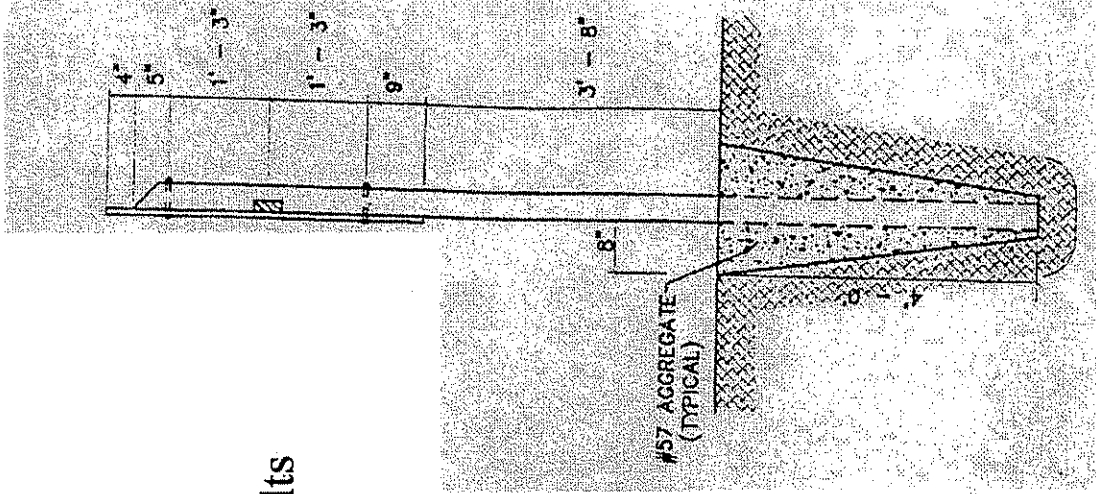
1" Ken Ellison,
Director



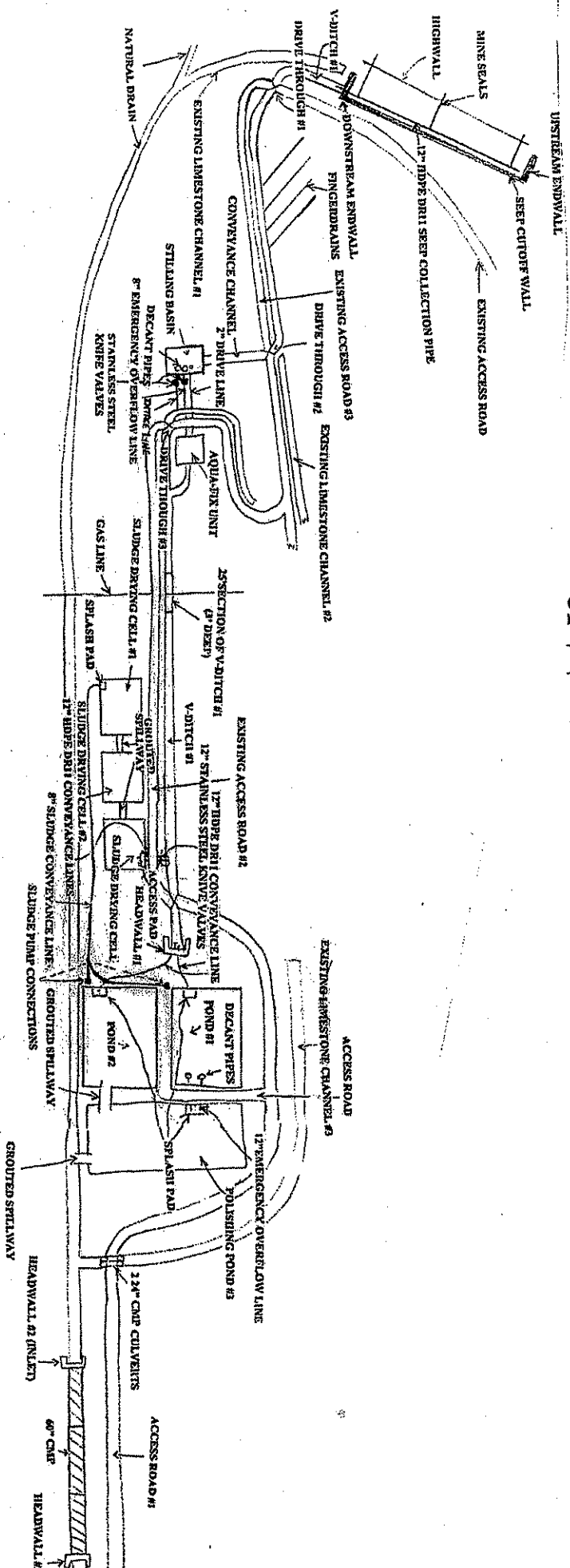
BUYER CB-23	PAGE 052	REQ. OR. FO NO. DEP13009
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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



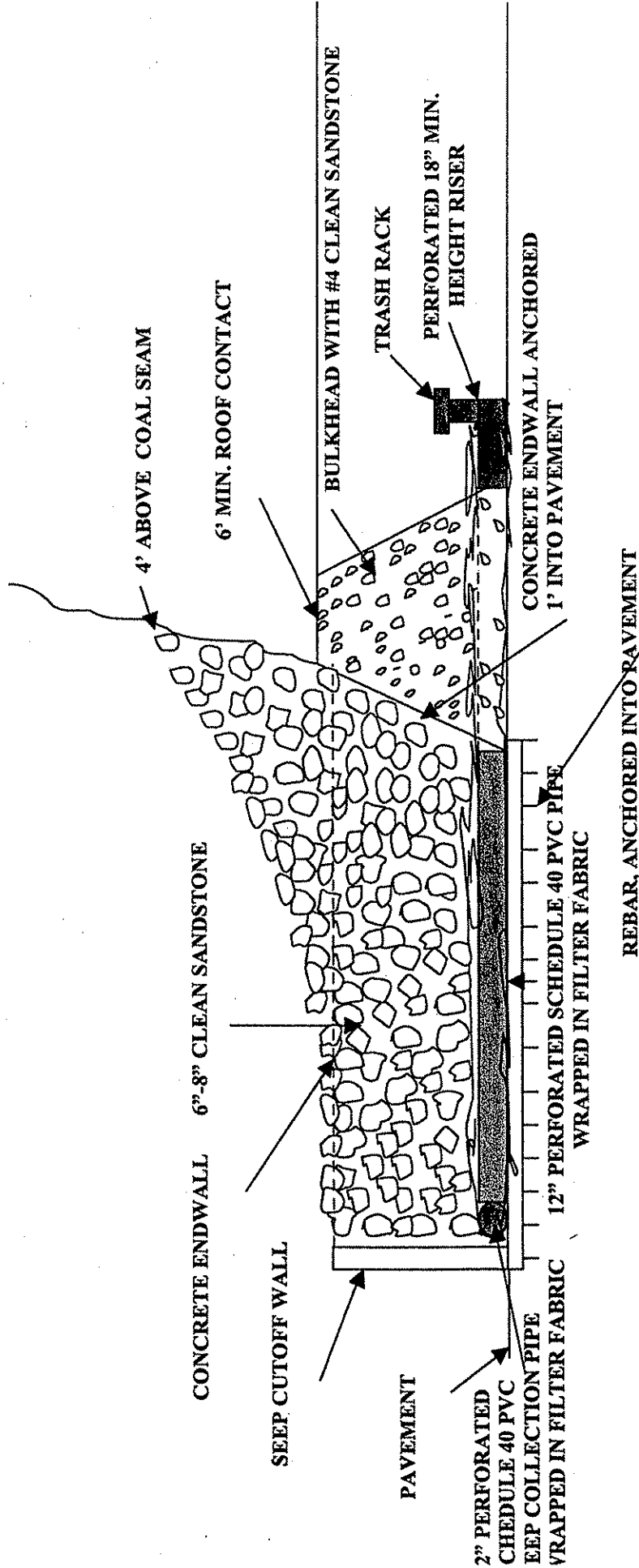
BUYER CB-23	PAGE 058	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



SITE PLAN HUNT COAL U-5071-86

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

BUYER CB-23	PAGE 059	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

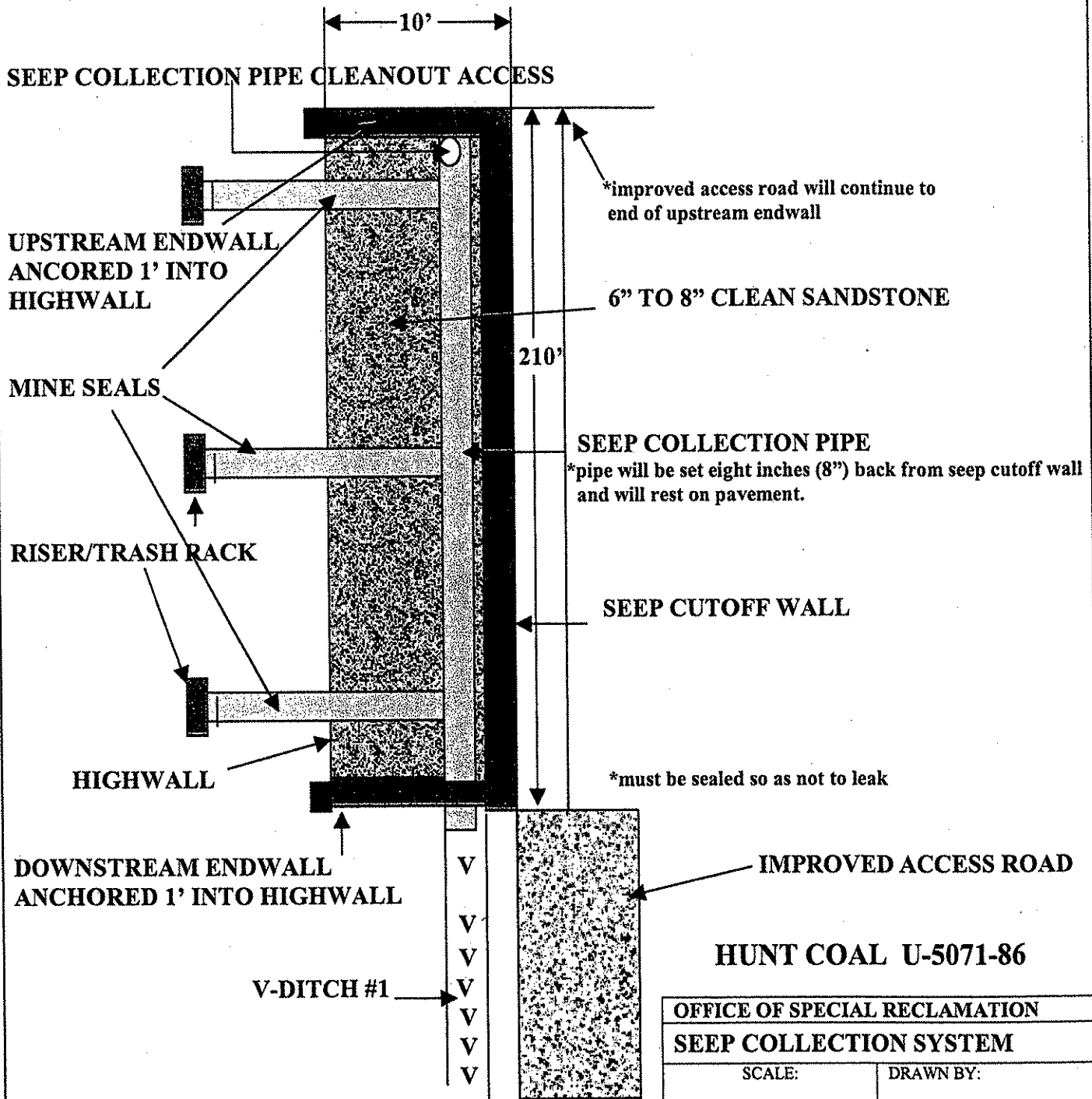


HUNT COAL
 U-5071-86

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

BUYER CB-23	PAGE 060	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

***NOT TO SCALE**

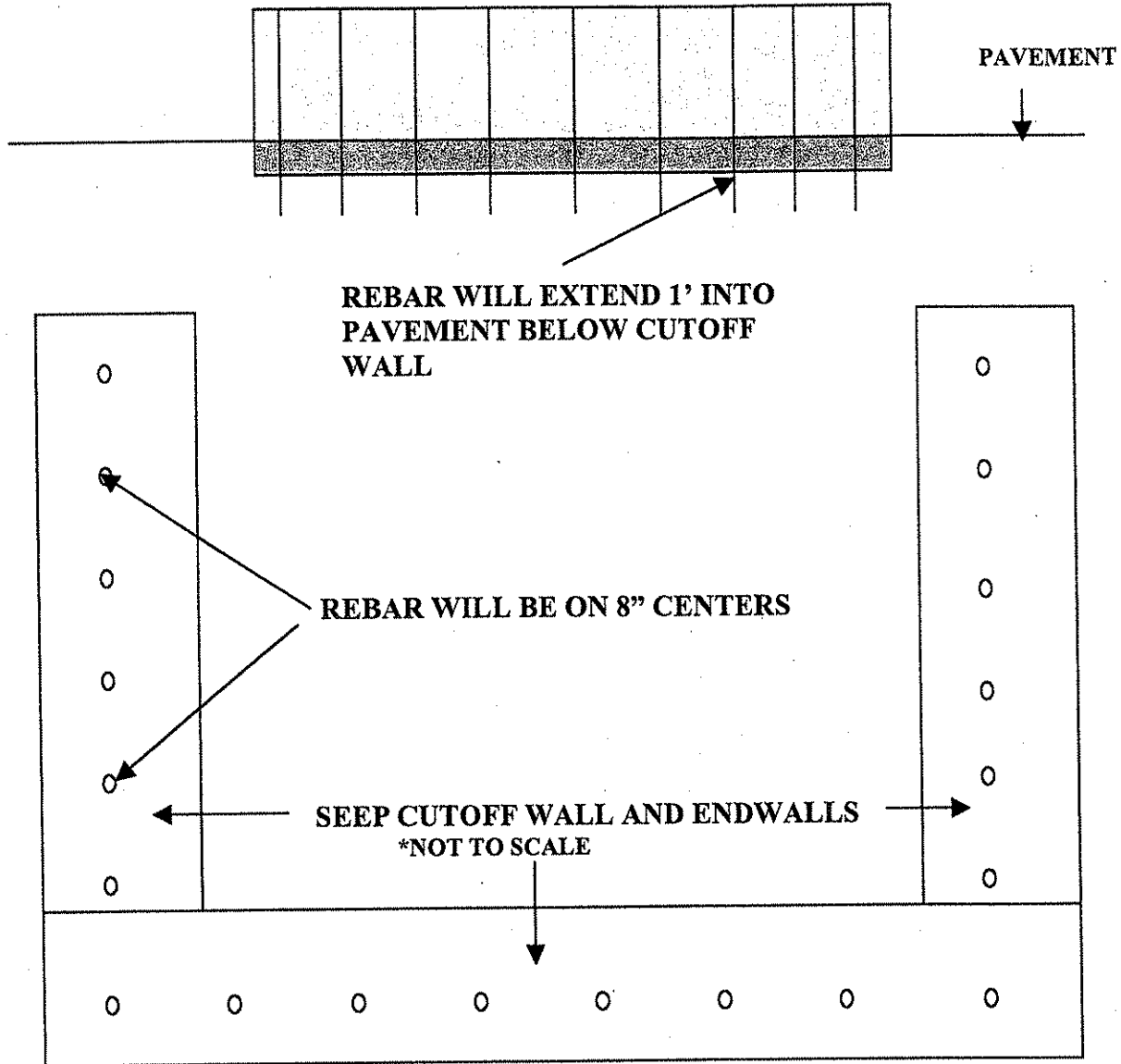


HUNT COAL U-5071-86

OFFICE OF SPECIAL RECLAMATION	
SEEP COLLECTION SYSTEM	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

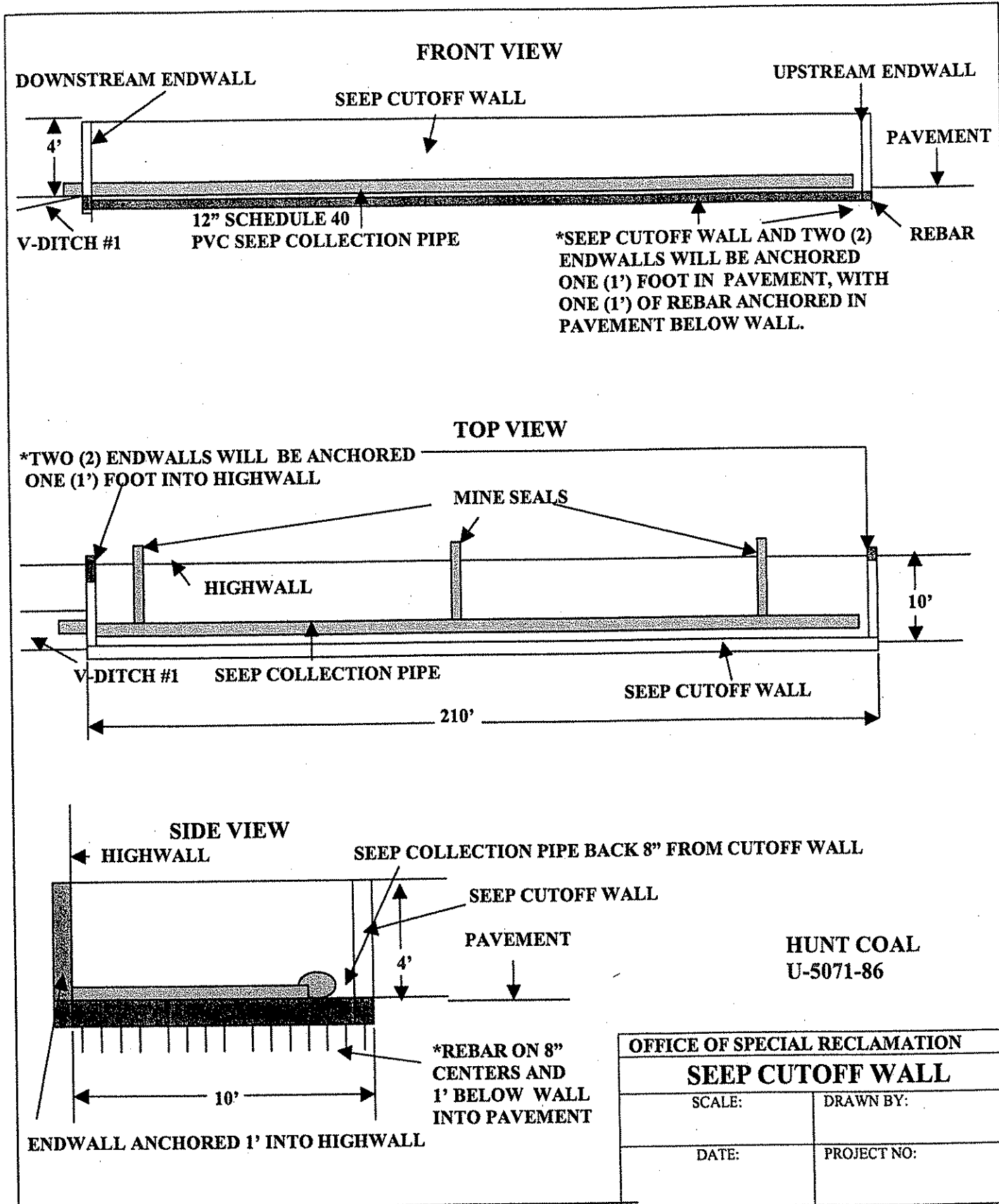
BUYER CB-23	PAGE 061	REQ. OR PO NO DEP.13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



**HUNT COAL
U-5071-86**

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

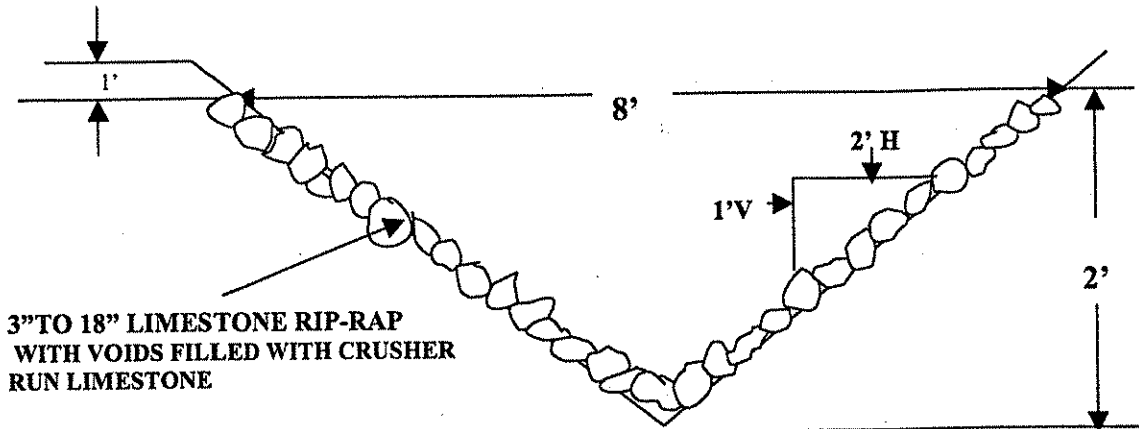
BUYER CB-23	PAGE 062	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



OFFICE OF SPECIAL RECLAMATION	
SEEP CUTOFF WALL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	PAGE 063	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



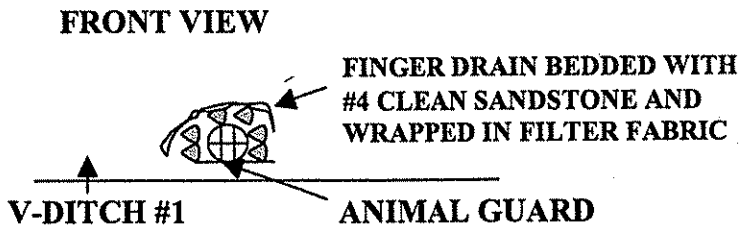
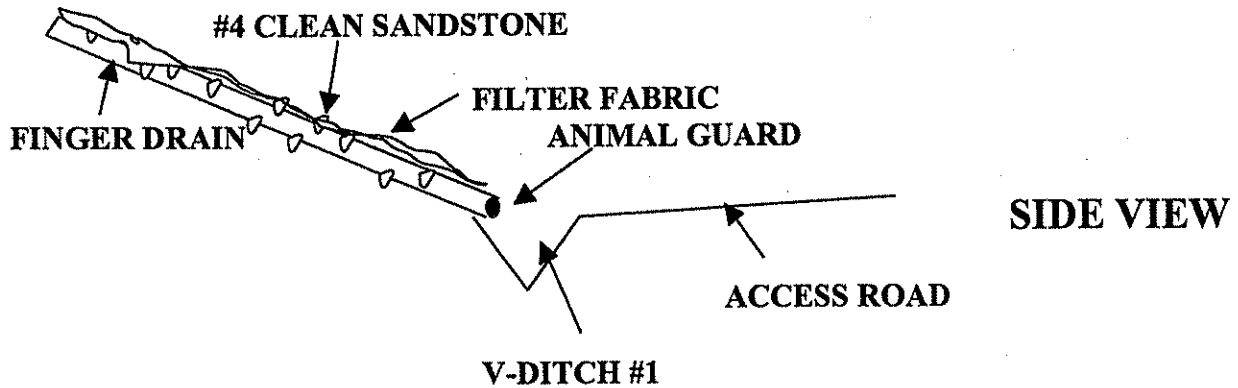
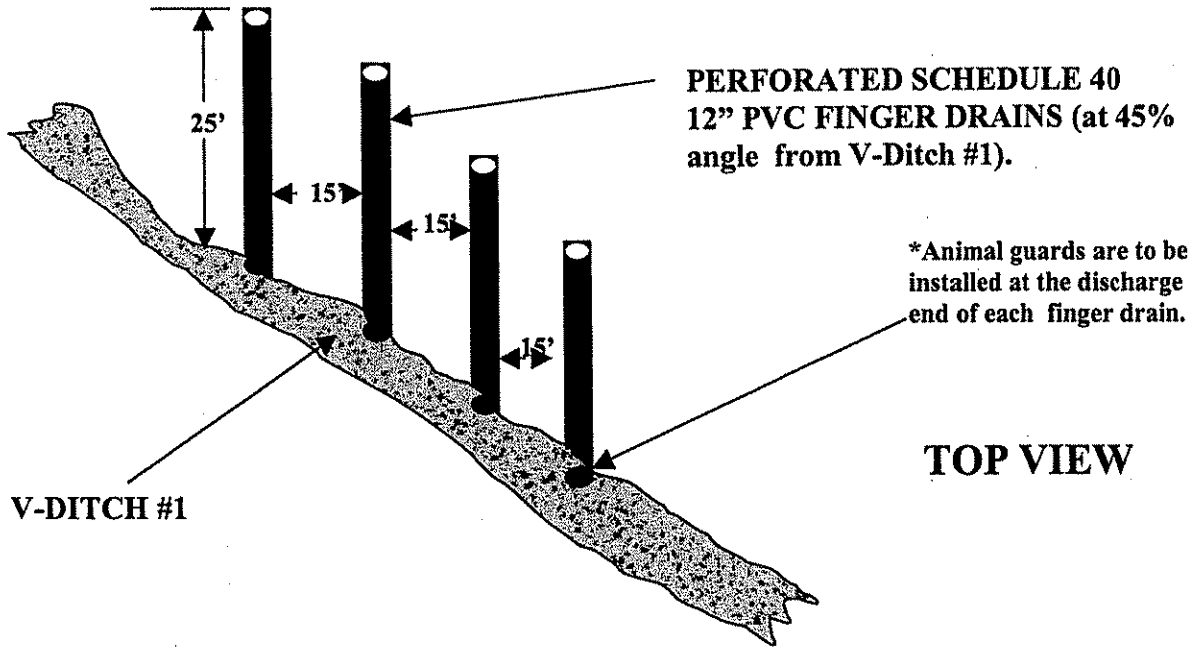
CHANNEL SHALL BE EXCAVATED TO A DEPTH SUFFICIENT FOR BOTH THE DEPTH AND FREEBOARD. A TWO (2") INCH MINIMUM LAYER OF CRUSHER RUN LIMESTONE WILL BE PLACED IN THE BOTTOM OF THE CHANNEL. LIMESTON RIP-RAP, TO A DEPTH OF EIGHTEEN (18") INCHES, IS TO BE PLACED IN THE CHANNEL AND CRUSHER RUN LIMESTONE SUFFICIENT TO FILL THE VOIDS SHALL BE ADDED DURING AND/OR AFTER THE RIP-RAP PLACEMENT.

THE LIMESTONE RIP-RAP SHALL BE PLACED IN AN EIGHTEEN (18") INCH BLANKET THROUGH OUT THE STRUCTURE. TWENTY-FIVE (25%) PERCENT OF THE ROCK WILL BE EIGHTEEN INCHES (18"), WITH THE REMAINING SEVENTY-FIVE (75%) PERCENT BEING WELL GRADED (MINIMUM THREE INCH (3") TO EIGHTEEN INCH (18")).

HUNT COAL, INC.
 U-5071-86

OFFICE OF SPECIAL RECLAMATION	
V-DITCH #1	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23	PAGE 064	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



**HUNT COAL
U-5071-86**

OFFICE OF SPECIAL RECLAMATION	
FINGER DRAINS TYPICAL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

BUYER	PAGE	REQ. OR PO NO.
CB-23	065	DEP 13009
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

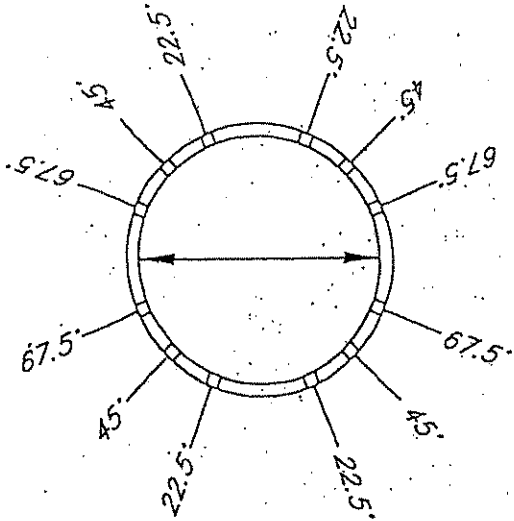
WV-36
REV. 1/29/02
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

HUNT COAL

U-5071-86

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" AND 12"
DIAMETER HDPE PIPE

PIPE PERFORATIONS
DETAIL

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

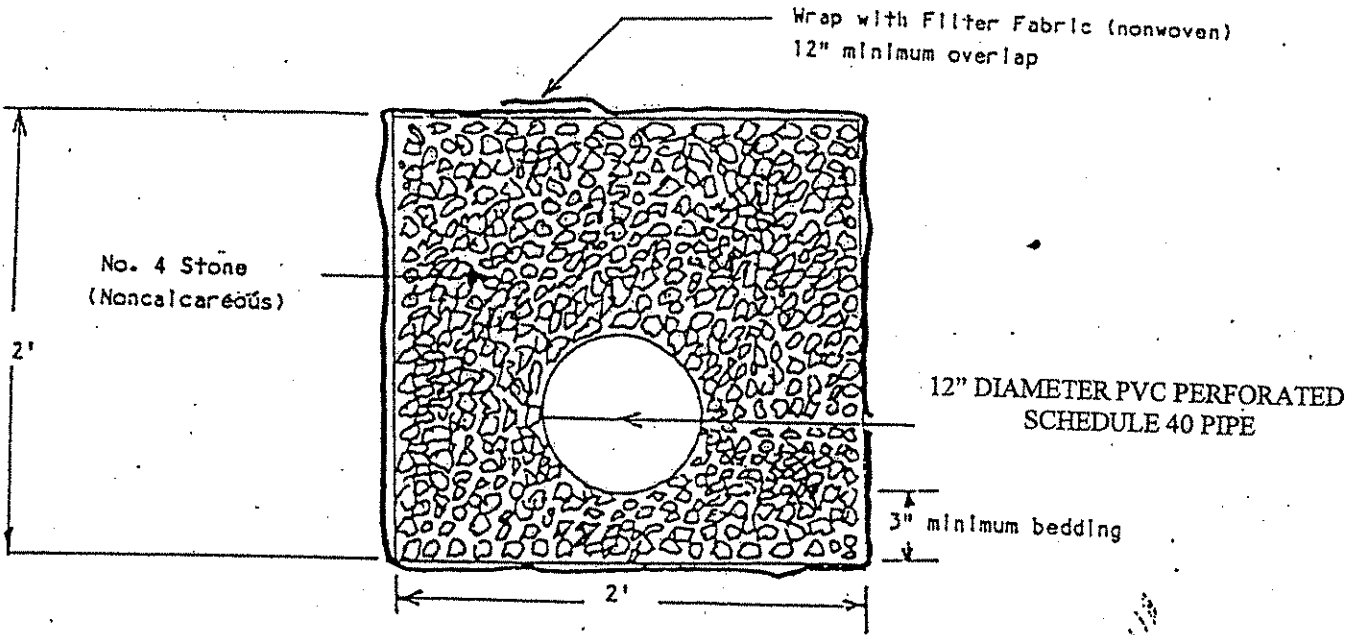
BUYER	PAGE	REQ. OR PG NO.
CB-23	066	DEP 13009
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

STATE OF WEST VIRGINIA
 PURCHASING CONTINUATION SHEET

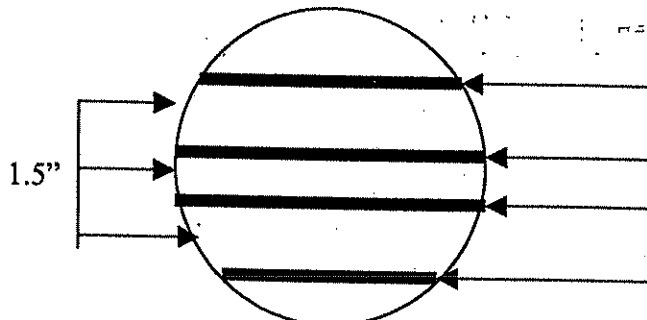
HUNT COAL

U-5071-86



END DETAIL

Not To Scale



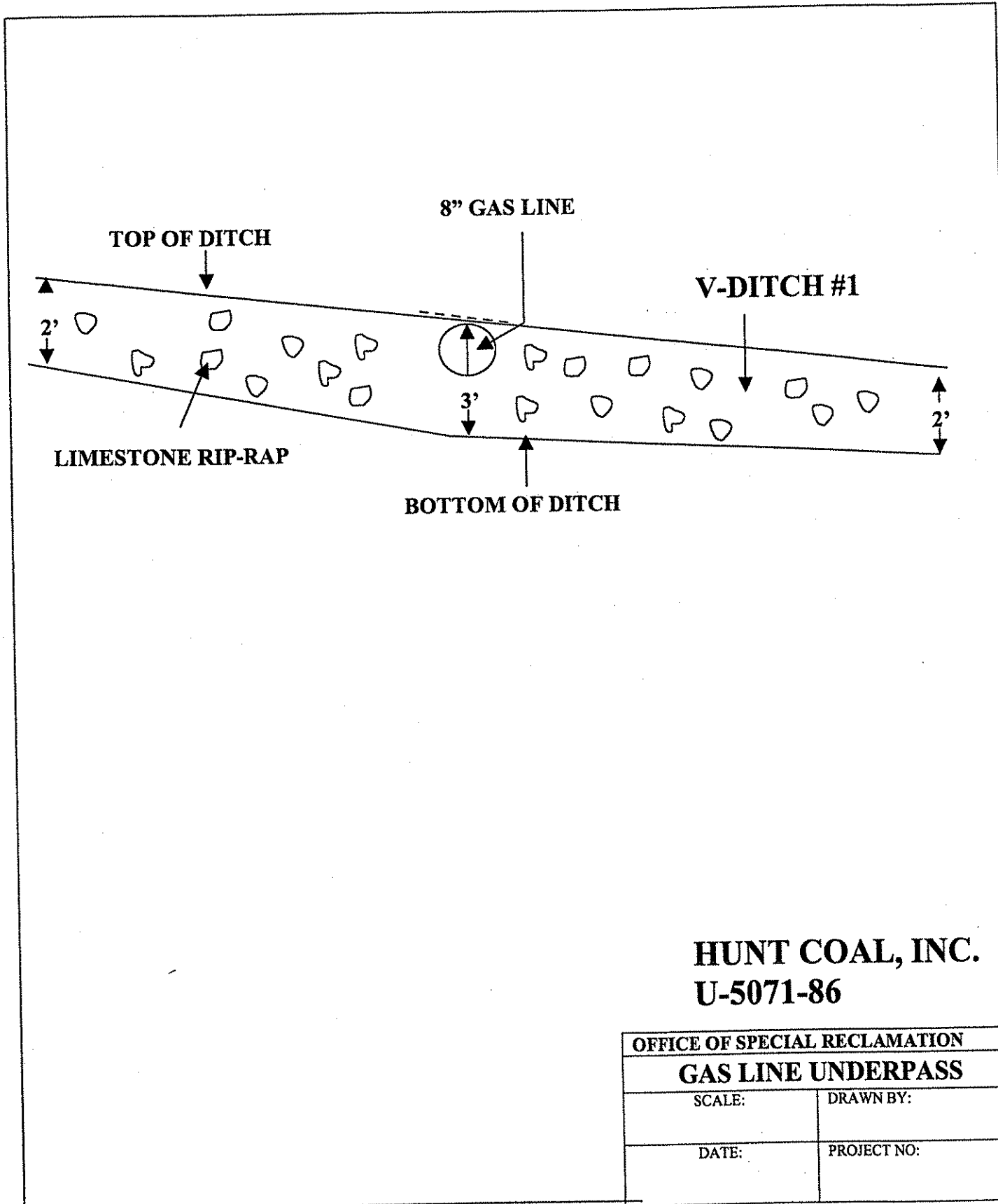
**1/2" ALL THREAD STAINLESS
 STEEL BOLTS, WASHERS,
 AND NUTS**

ANIMAL GUARD

SPECIAL RECLAMATION	
TYPICAL UNDERDRAIN DETAILS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO.:

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

BUYER CB-23	PAGE 067	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

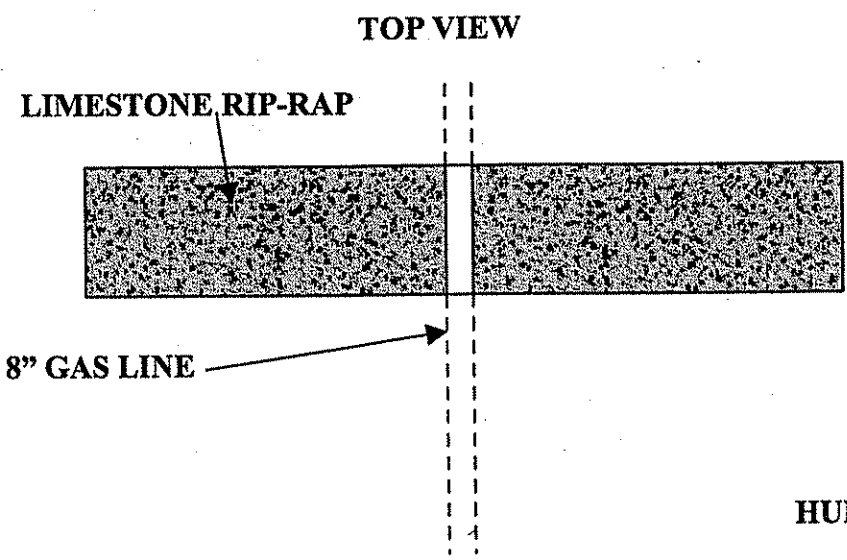
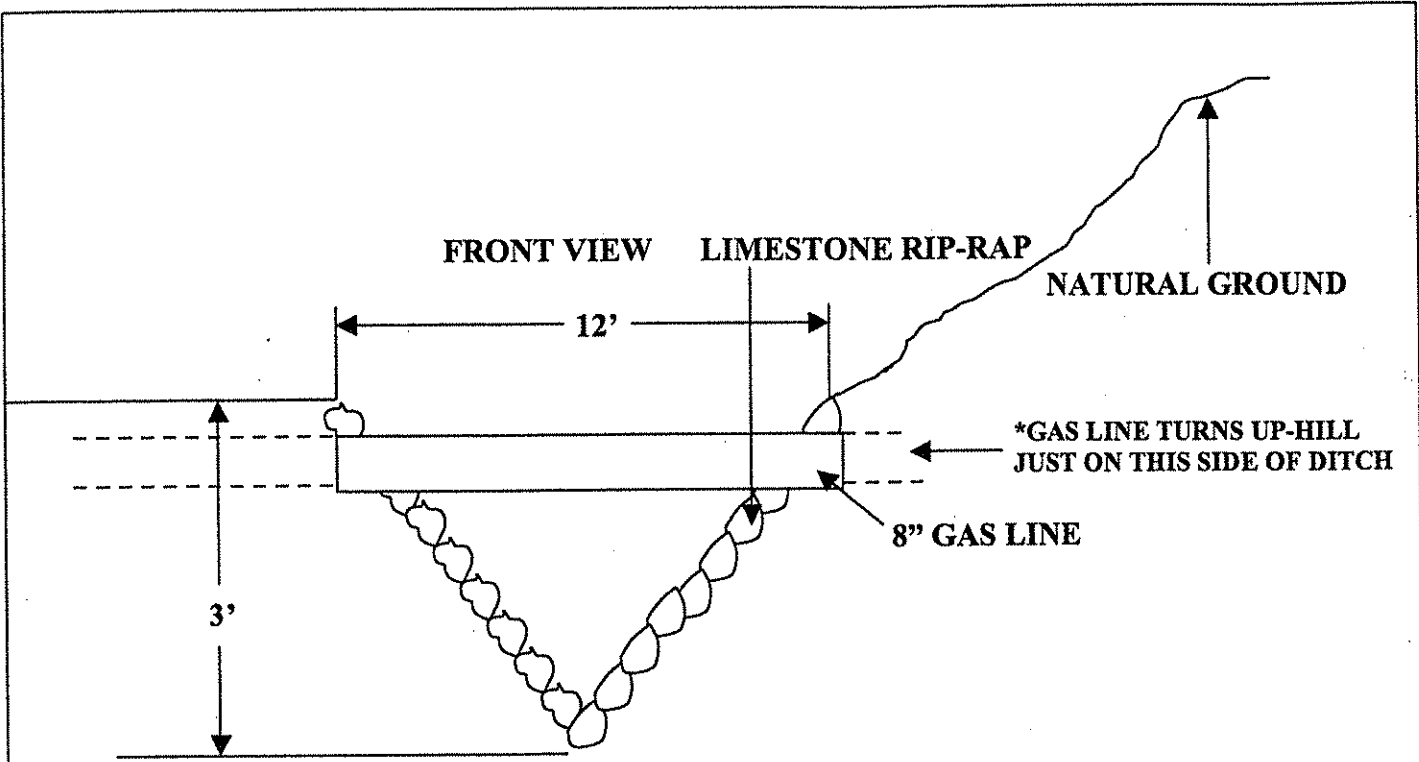


HUNT COAL, INC.
U-5071-86

OFFICE OF SPECIAL RECLAMATION	
GAS LINE UNDERPASS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	PAGE 068	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



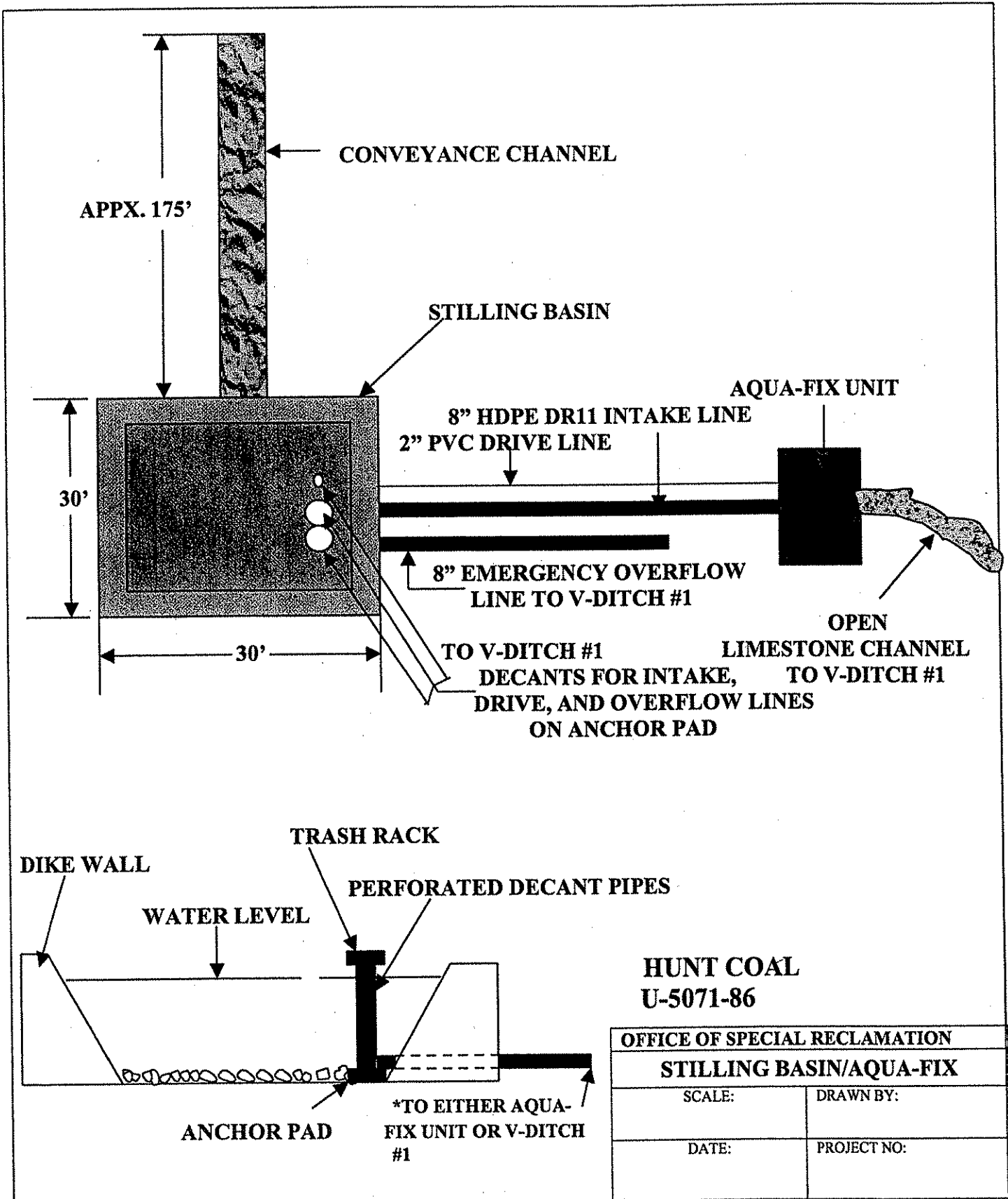
HUNT COAL, INC.
 U-5071-86

*THIS 25' SECTION OF V-DITCH WILL BE THREE (3') FEET DEEP TO ALLOW FLOW UNDERNEATH THE GAS LINE, THUS THE DIFFERENCE IN SCALE FROM V-DITCH #1.

OFFICE OF SPECIAL RECLAMATION	
V-DITCH #1 GAS LINE CROSSING	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

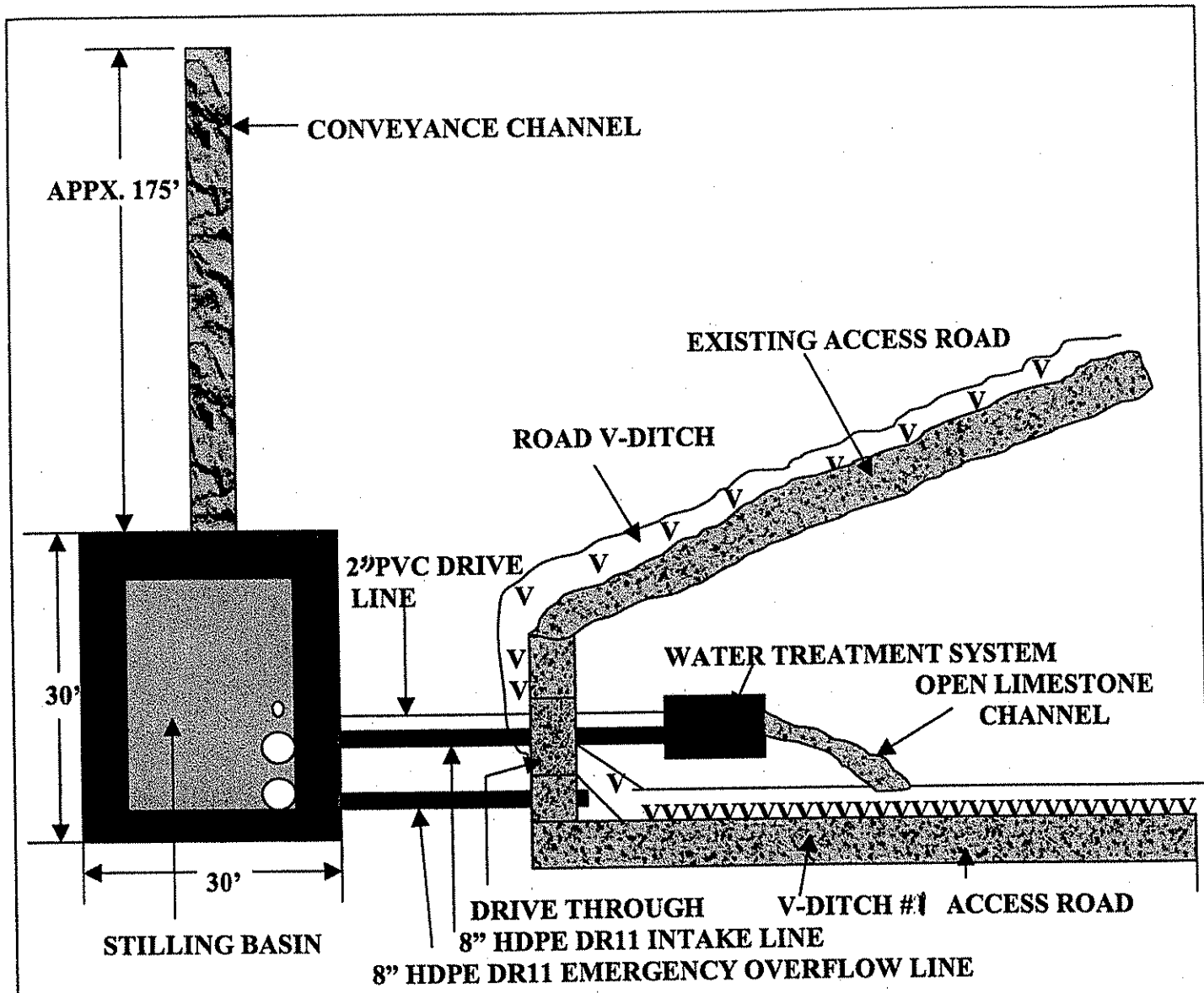
WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 069	REQ. OR PO NO DEP13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



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

BUYER CB-23	PAGE 070	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



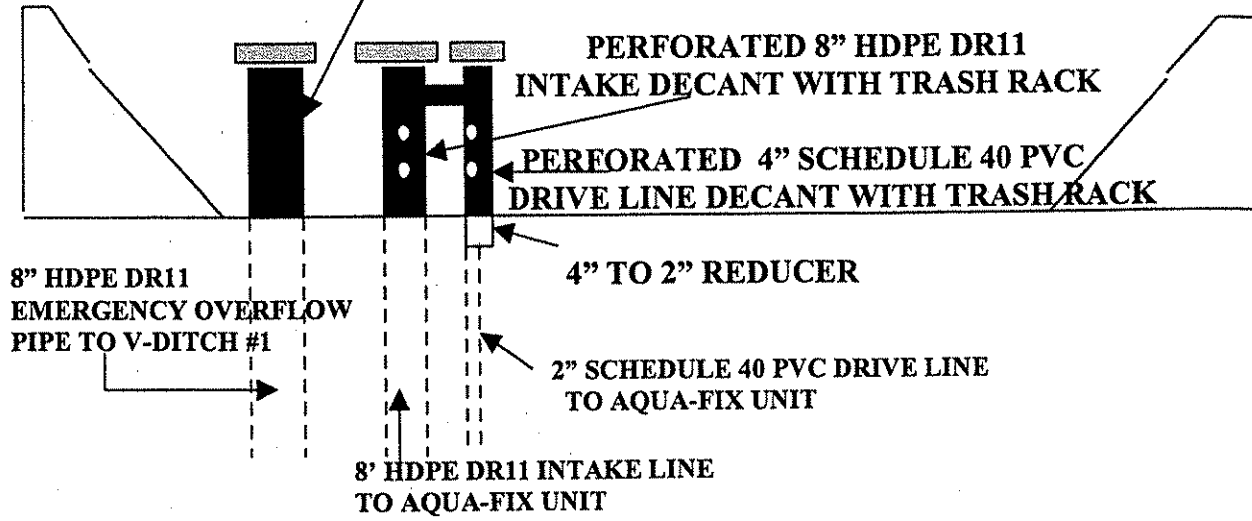
**HUNT COAL
 U-5071-86**

OFFICE OF SPECIAL RECLAMATION	
STILLING BASIN/TREATMENT UNIT	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

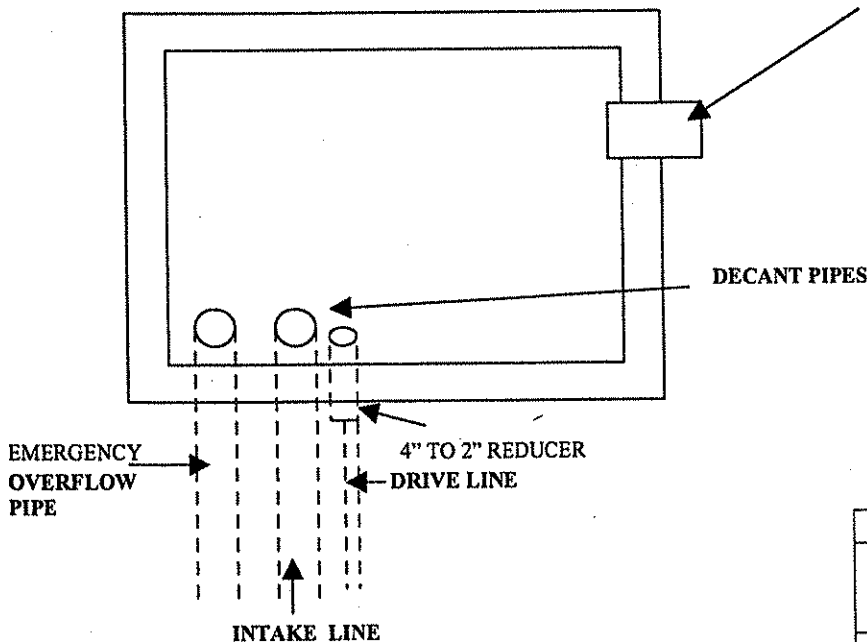
WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 071	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

**NON-PERFORATED 8" HDPE DR11
 EMERGENCY OVERFLOW DECANT WITH TRASH RACK**



SPILLWAY FROM CONVEYANCE CHANNEL



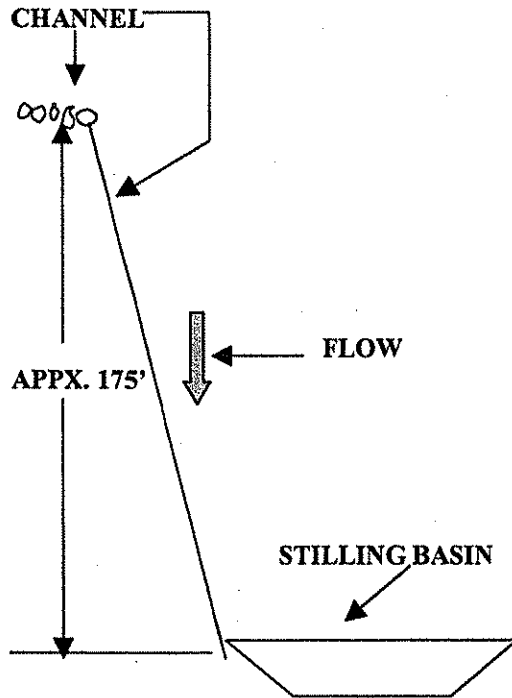
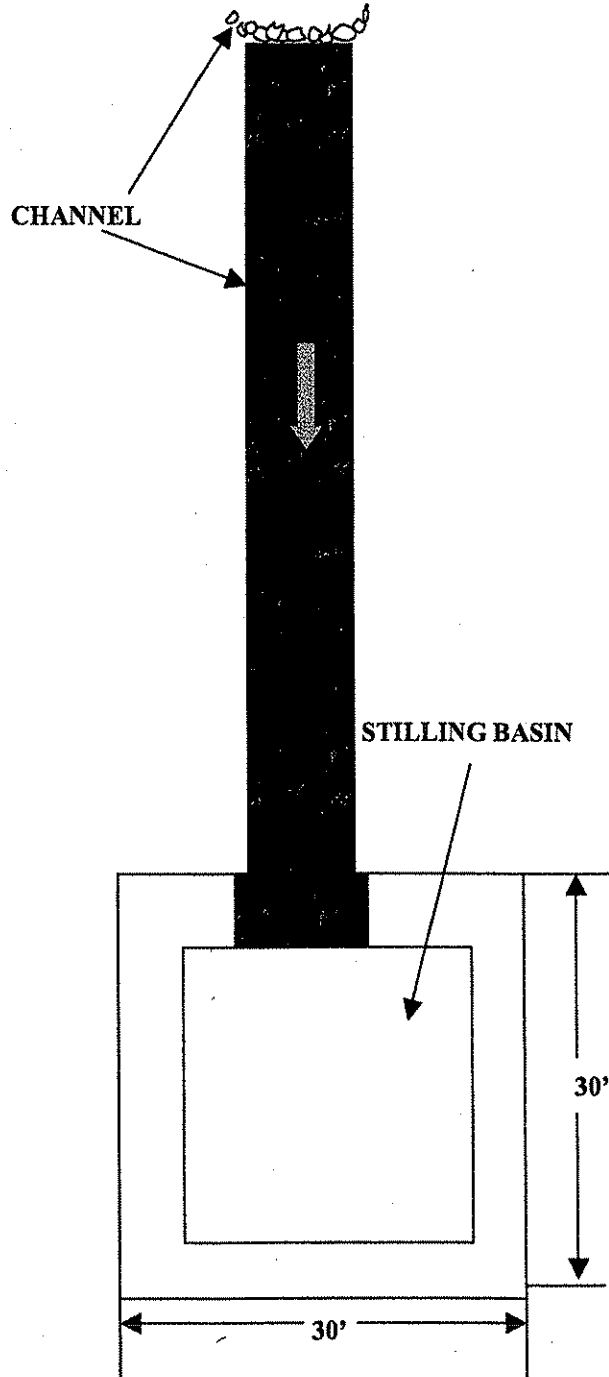
**HUNT COAL
 U-5071-86**

OFFICE OF SPECIAL RECLAMATION	
DECANT PIPES/STILLING BASIN	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	PAGE 072	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

HUNT COAL
 U-5071-86

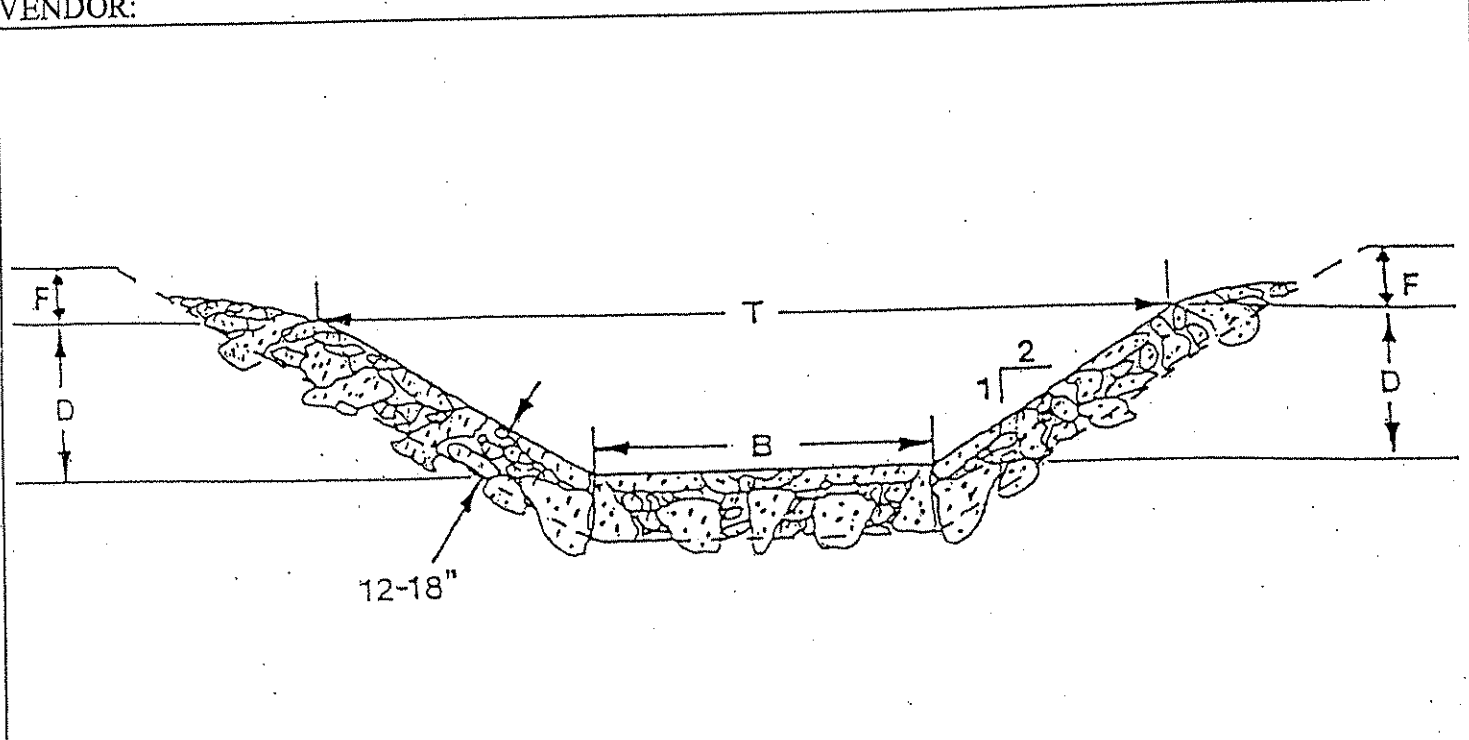


SIDE VIEW

OFFICE OF SPECIAL RECLAMATION	
CHANNEL OVER HIGHWALL/ STILLING BASIN	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

7-36 STATE OF WEST VIRGINIA
 V. 1/29/02 PURCHASING CONTINUATION SHEET

VENDOR:



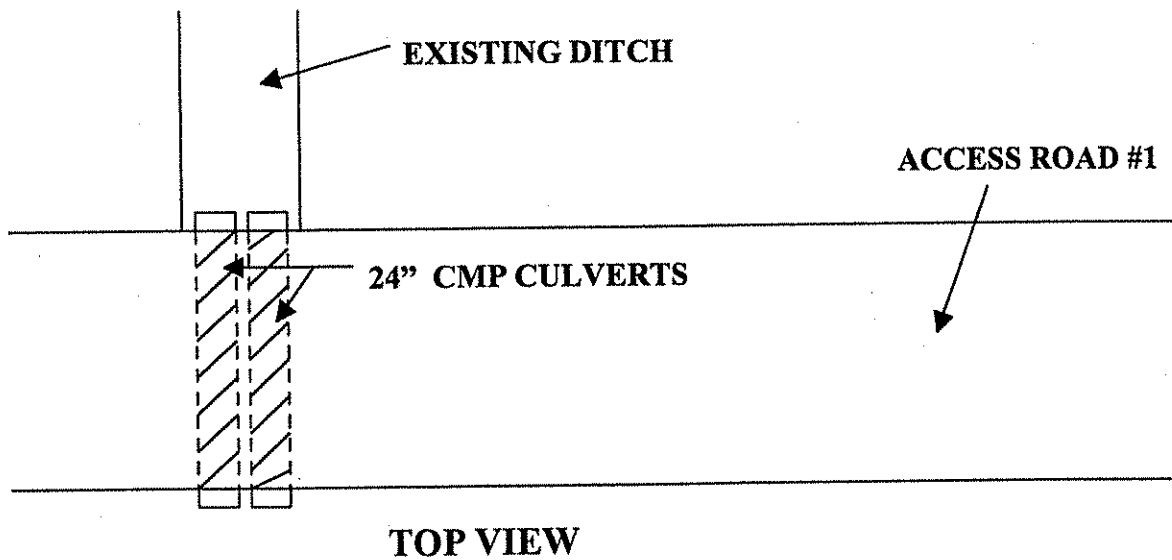
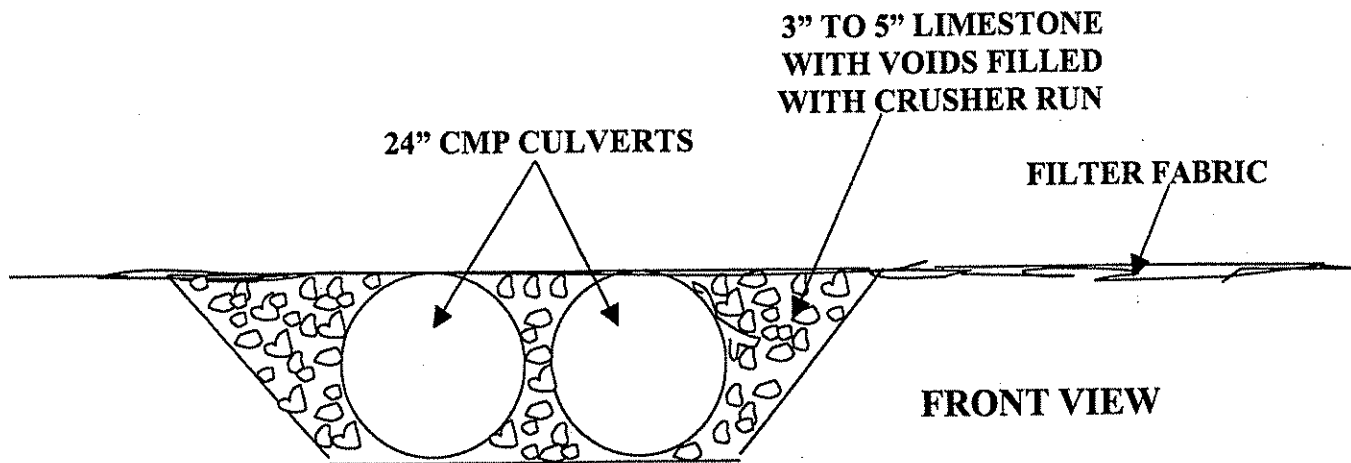
Channel Number	Depth (ft)	Bottom Width (ft)	Top Width (ft)	Length (ft)	Free Board (ft)	Lining
	D	B	T		F	
Drying Cell 1 Splash Pad	1	4	8	20	1	GRouted RIP-RAP
Drying Cell 1 Spillway	1	4	8	30	1	GRouted RIP-RAP
Drying Cell 2 Spillway	1	4	8	30	1	GRouted RIP-RAP

HUNT COAL
 U-5071-86

SPECIAL RECLAMATION	
Splash Pad and Spillways for Sludge Drying Cells	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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

BUYER CB-23	PAGE 074	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

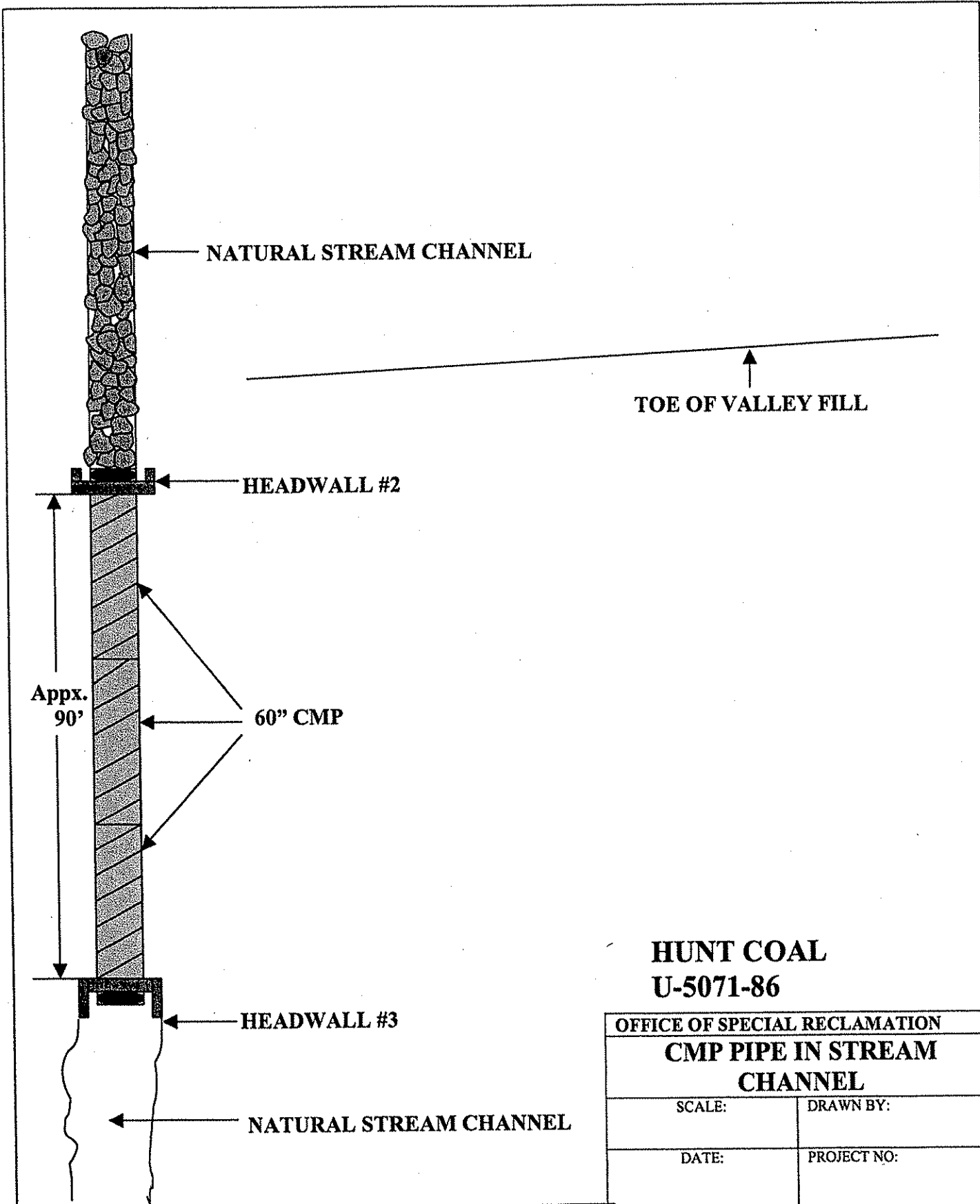


HUNT COAL, INC.
 U-5071-86

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

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

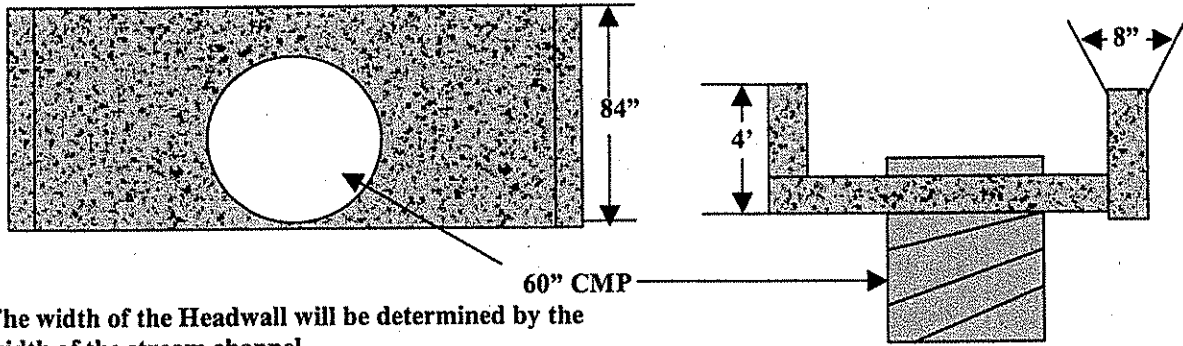
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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



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

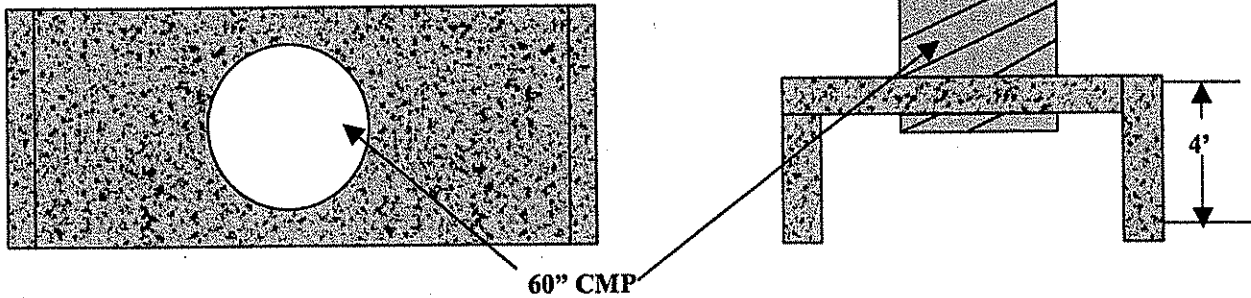
BUYER CB-23	PAGE 076	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

INLET-HEADWALL #2



*The width of the Headwall will be determined by the width of the stream channel.

OUTLET-HEADWALL #3



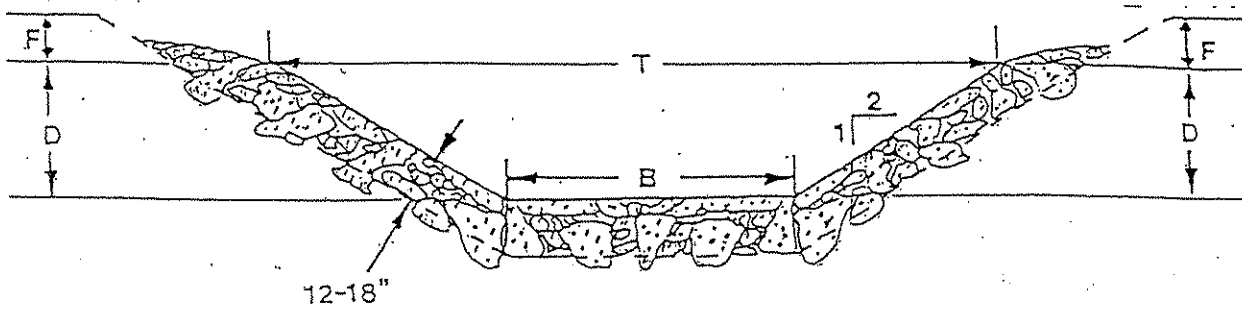
*The width of the Headwall will be determined by the width of the stream channel.

**HUNT COAL
 U-5071-86**

OFFICE OF SPECIAL RECLAMATION	
HEADWALLS #2 AND #3	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	PAGE 077	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

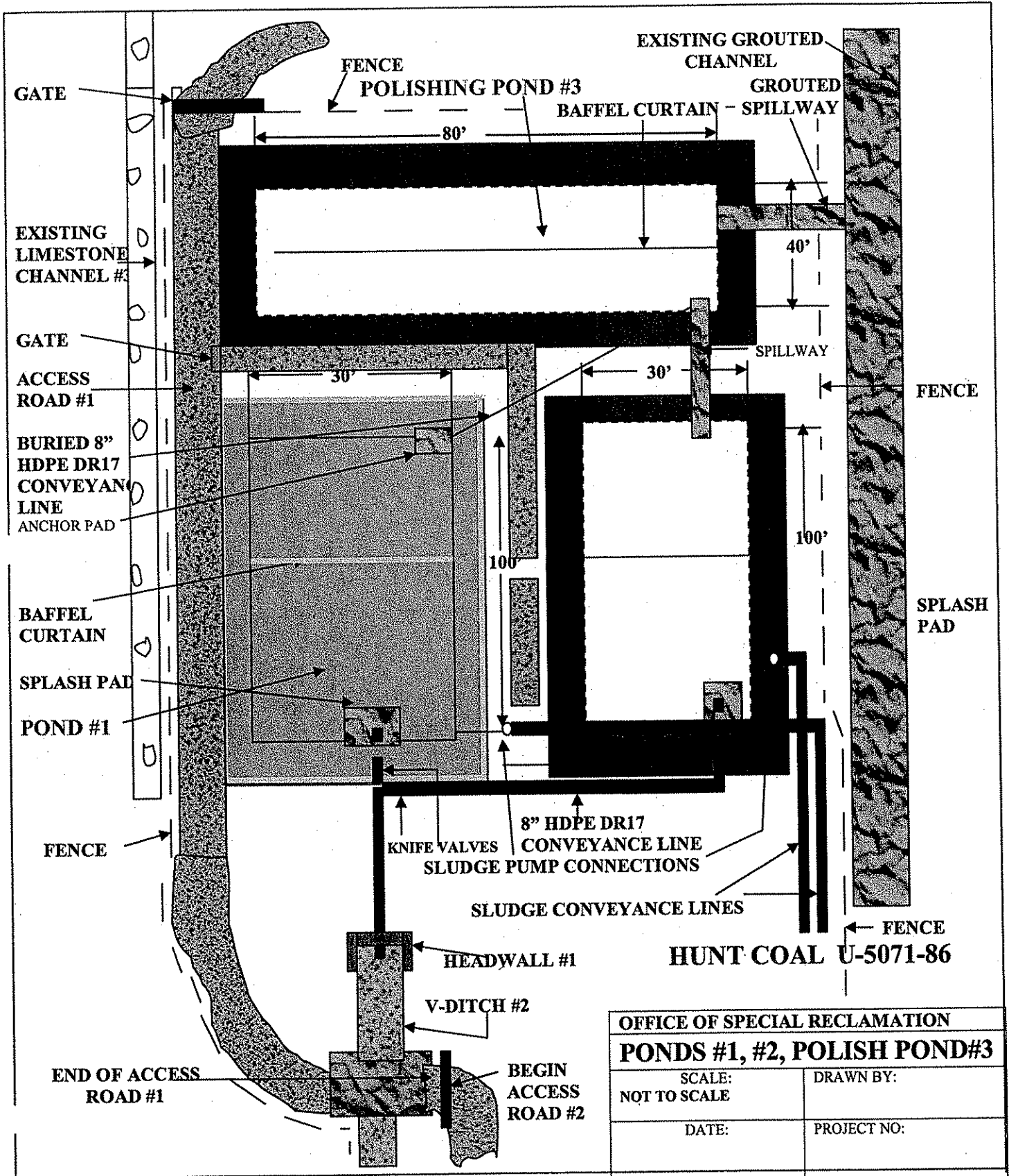


CHANNEL #	DEPTH "D" (ft)	TOP WIDTH "T" (ft)	BOTTOM WIDTH "B" (ft)	FREEBOARD "F" (ft)	LINING
SPILLWAY POND #2	1	8	4	1	GROUTED RIP-RAP
SPILLWAY POND #3	1	8	4	1	GROUTED RIP-RAP

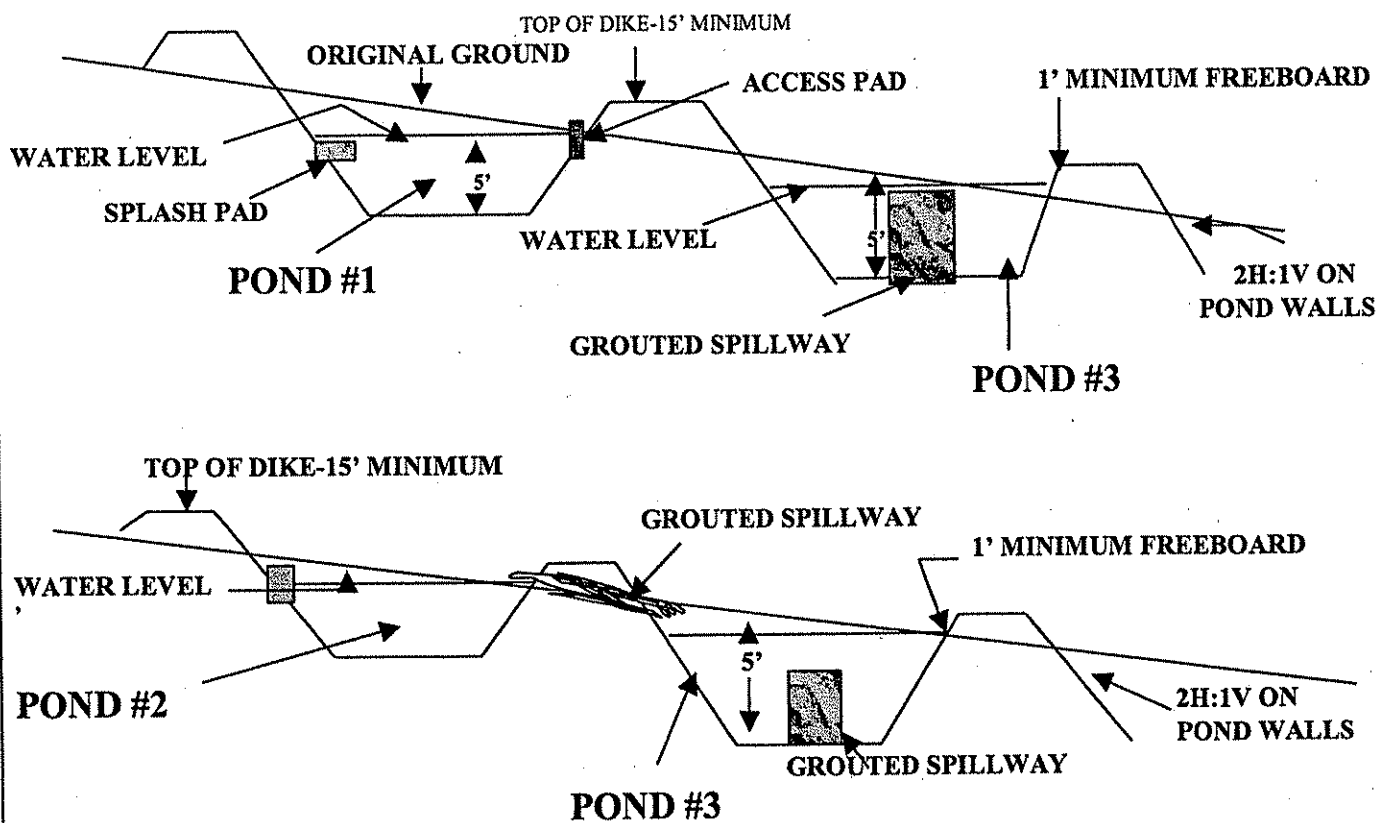
Note: Spillway for pond #2 will be twenty feet (20') in length. Pond #3 Spillway will be forty foot (40') in length.

HUNT COAL NC.
U-5071-86

OFFICE OF SPECIAL RECLAMATION	
TYPICAL-SPILLWAYS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:



BUYER CB-23	PAGE 079	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

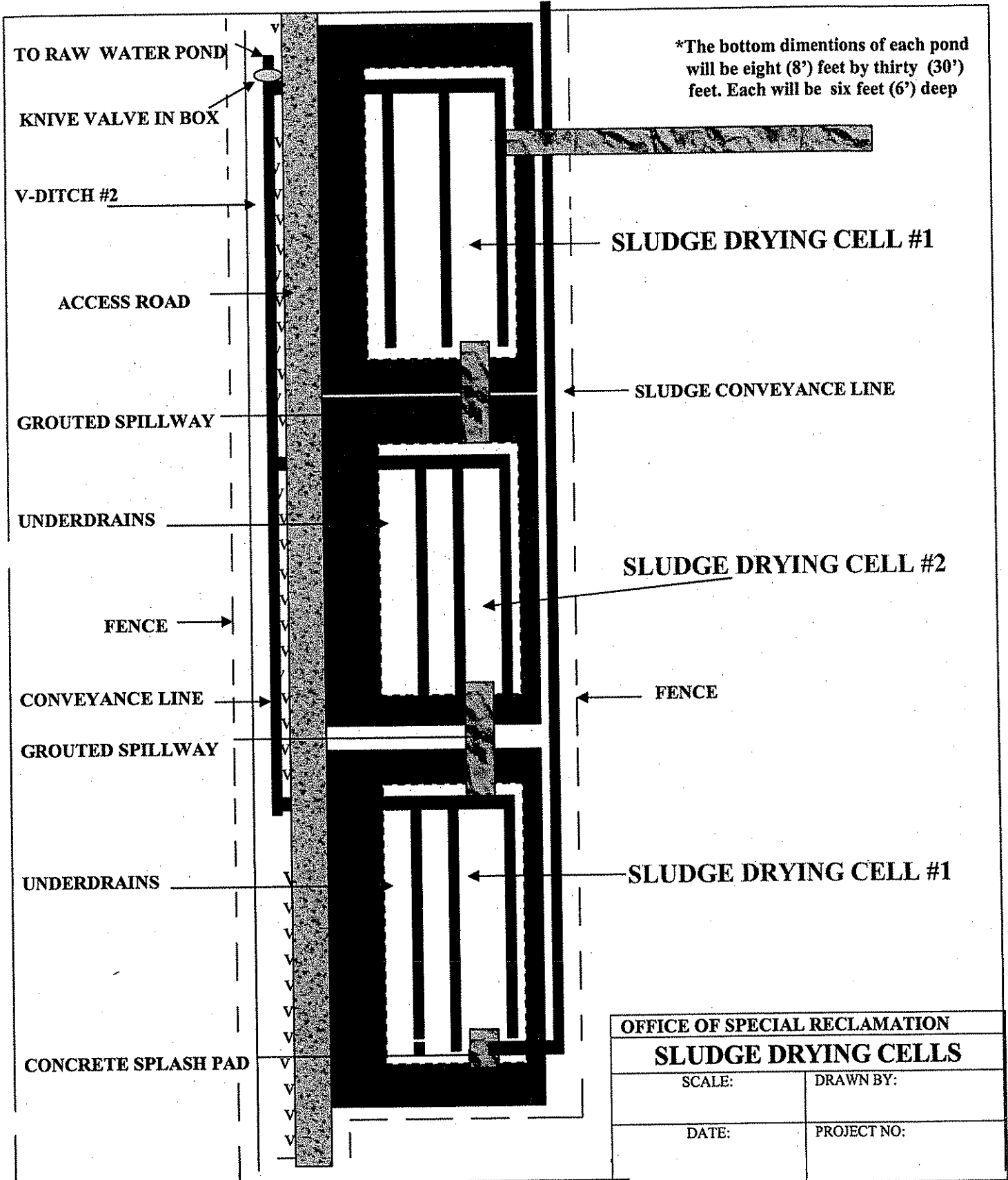


**HUNT COAL
 U-5071-86**

OFFICE OF SPECIAL RECLAMATION	
XX SECTION-PONDS 1,2,3	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	PAGE 080	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



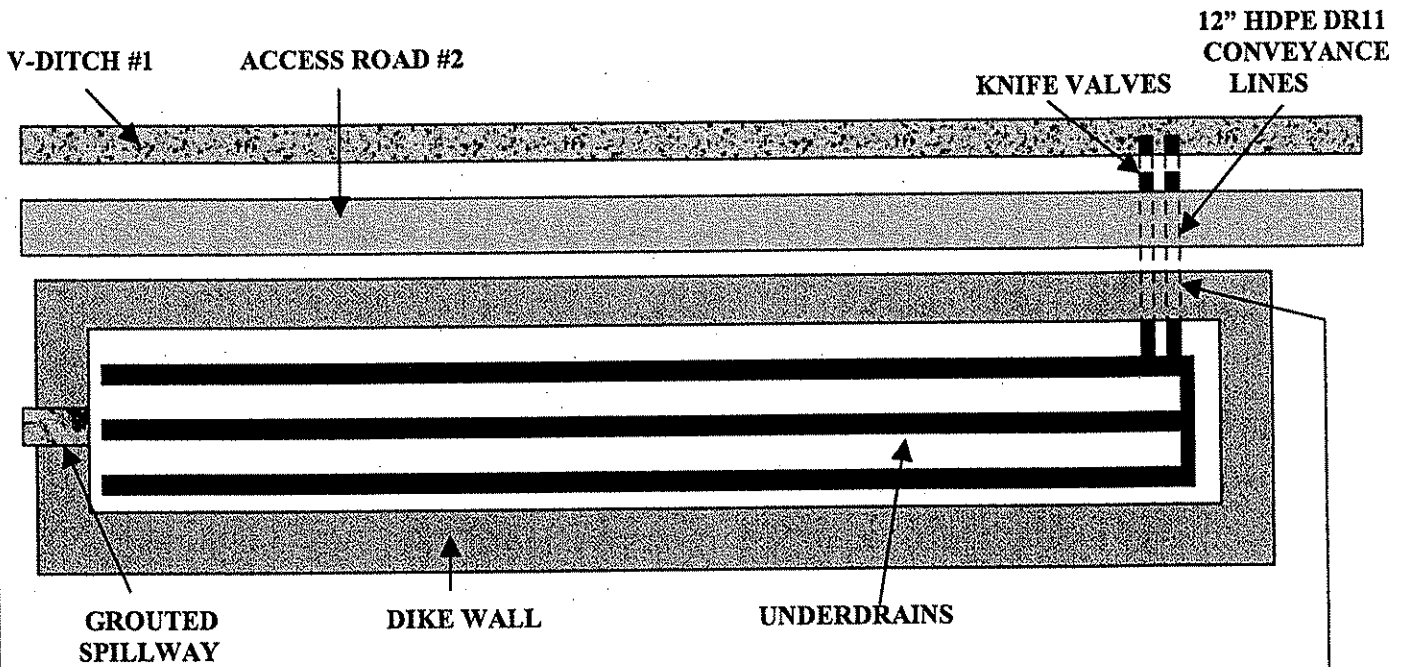
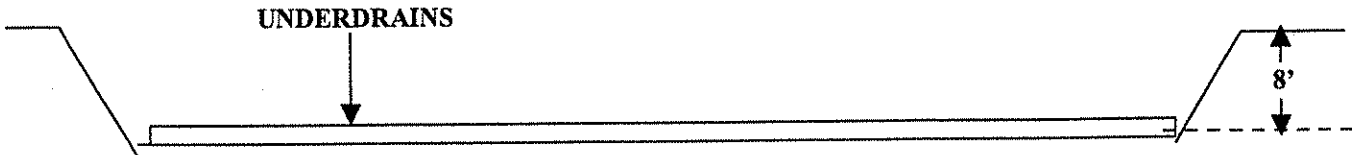
OFFICE OF SPECIAL RECLAMATION	
SLUDGE DRYING CELLS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	PAGE 081	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

*BOTTOM DEMENTIONS OF CELL IS
 EIGHT FEET (8') BY THIRTY FEET (30')

SIDE VIEW



TOP VIEW

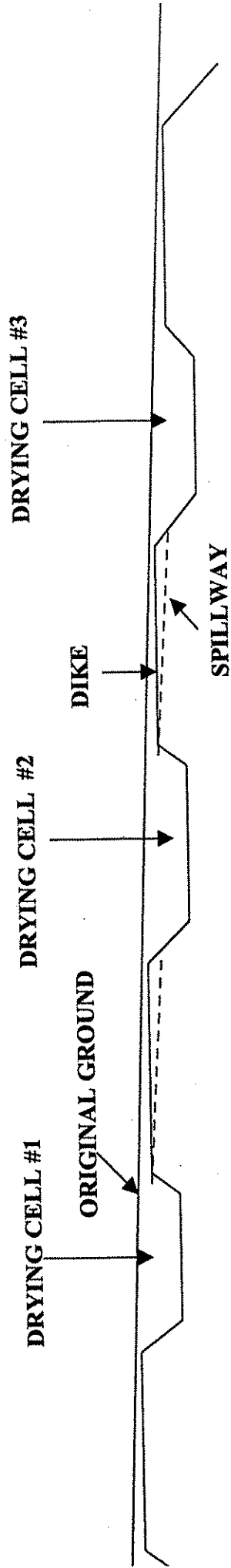
*EACH CONVEYANCE LINE IS
 APPROXIMATELY FIFTY FEET (50')
 LONG.

HUNT COAL
 U-5071-86

OFFICE OF SPECIAL RECLAMATION	
SLUDGE DRYING CELL #3	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	PAGE 082	REQ. OR. PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



- NOTES:
- 1) Top of dikes will be a minimum of ten feet (10') wide.
 - 2) Cells will be four (4') deep with a minimum of one foot (1') of freeboard.
 - 3) All slopes are to be constructed with a two feet (2') horizontal to a one foot (1') vertical.

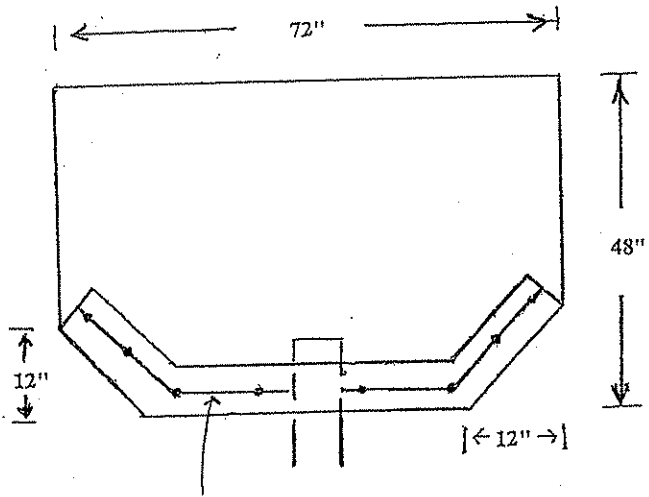
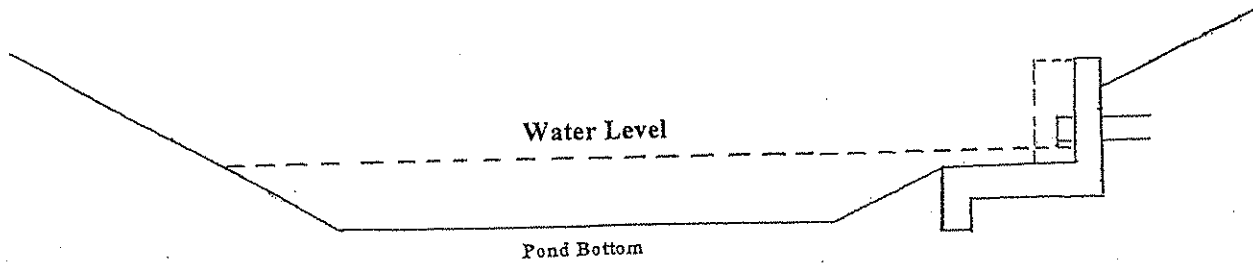
HUNT COAL, INC.
 U-5071-86

OFFICE OF SPECIAL RECLAMATION	
PROFILE-SLUDGE DRYING CELLS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

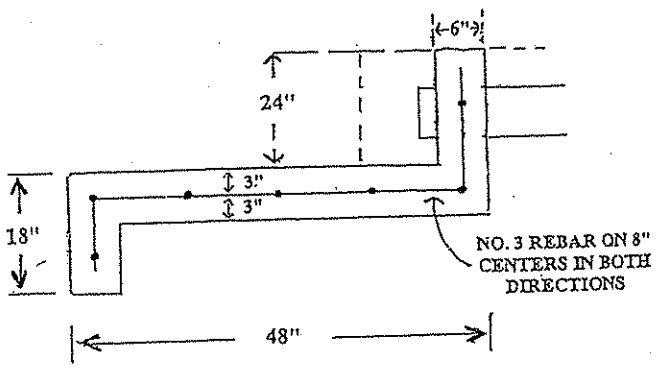
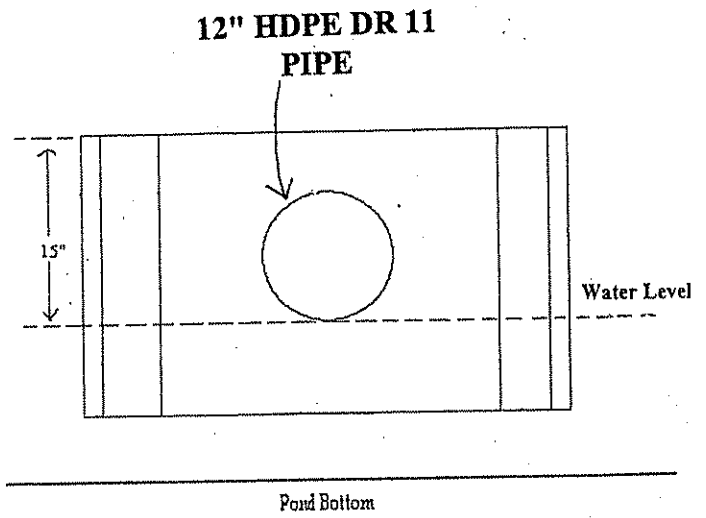
BUYER CB-23	PAGE 083	REQ. OR PO NO. DEP 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET



NO. 3 REBAR ON 8" CENTERS IN BOTH DIRECTIONS



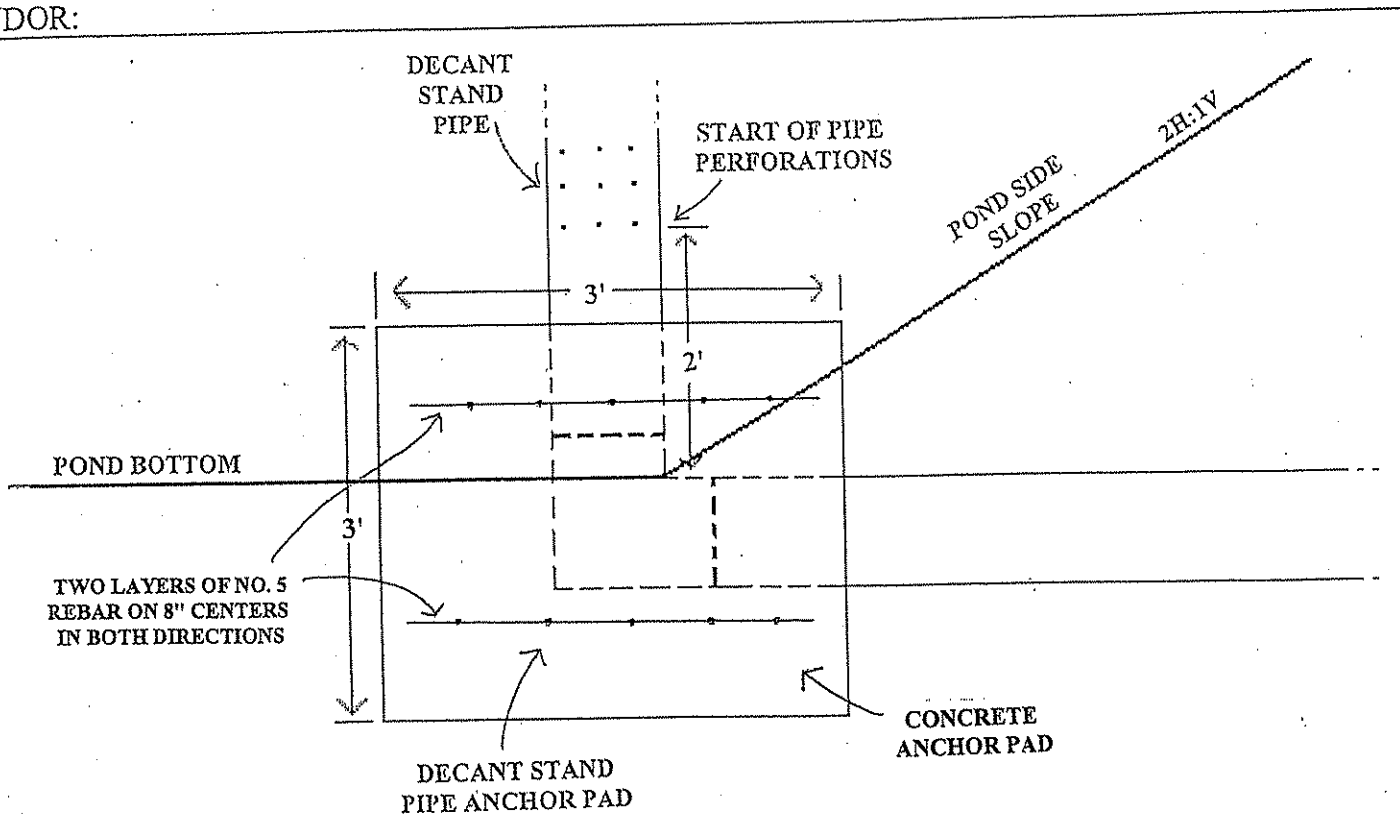
NO. 3 REBAR ON 8" CENTERS IN BOTH DIRECTIONS

HUNT COAL
U-5071-86

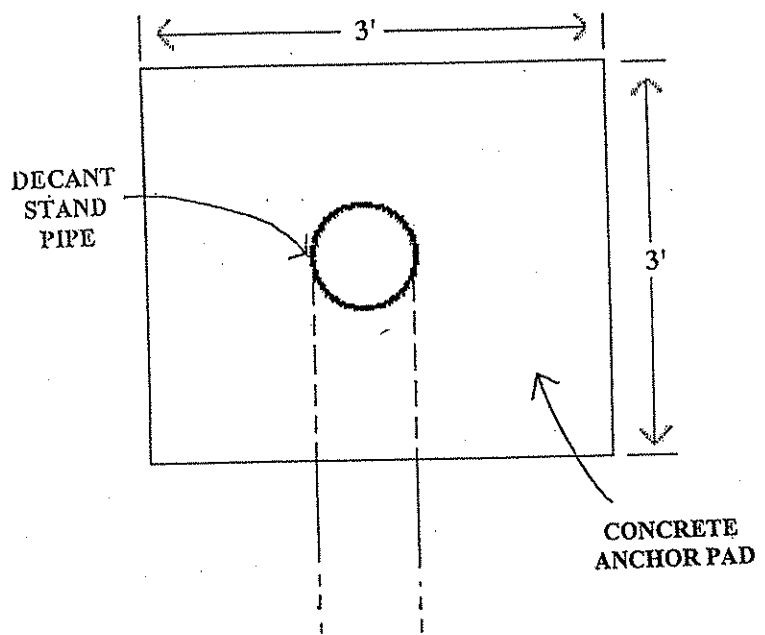
SPECIAL RECLAMATION	
POND #1	
CONCRETE ACCESS PAD	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

36
1/29/02
VENDOR:



SIDE VIEW



TOP VIEW

**HUNT COAL
U-5071-86**

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

SPECIAL RECLAMATION	
DECANT PIPE ANCHOR PAD	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

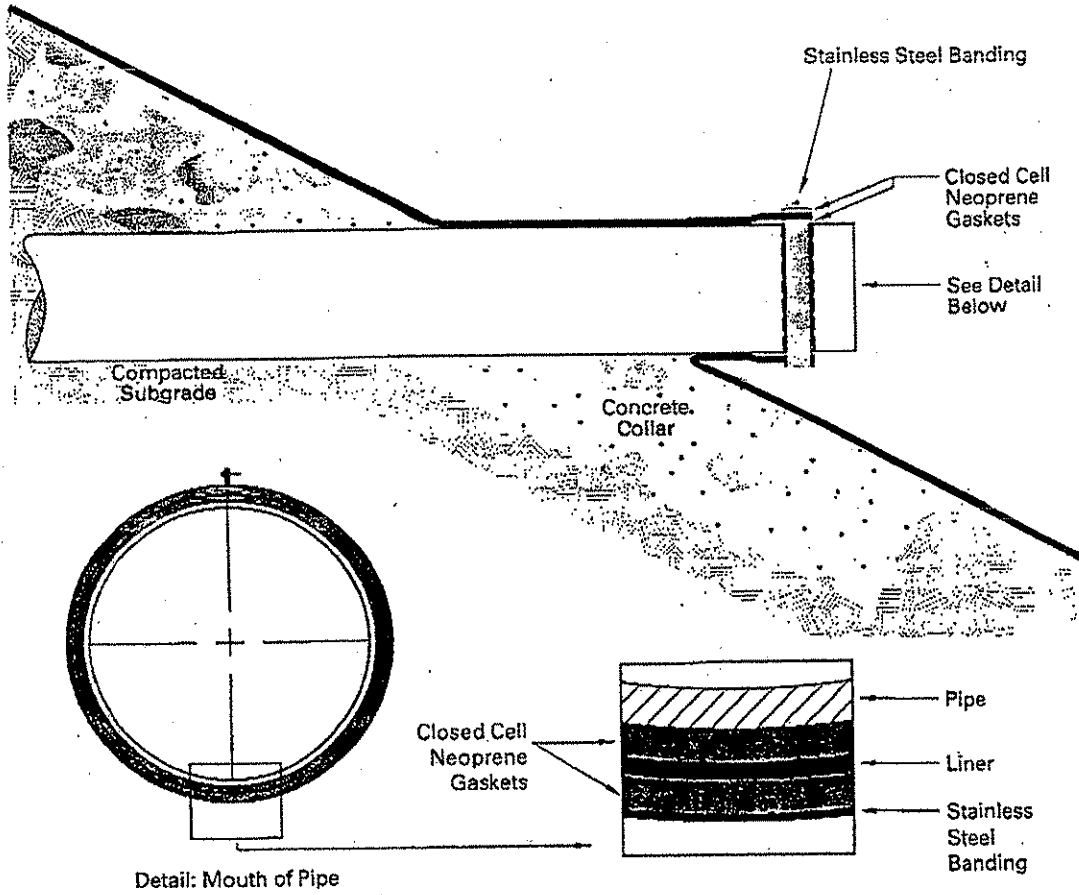
7-36

REV. 1/29/02

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

VENDOR:

Pipe Penetration



Anchor Trench Details

U Anchor Trench
1.5' deep x 2' wide

Trench Backfill

3'

Compacted Subgrade

HUNT COAL
U-5071-86

SPECIAL RECLAMATION
POND 1 LINER
DETAIL

SCALE:
Not To Scale

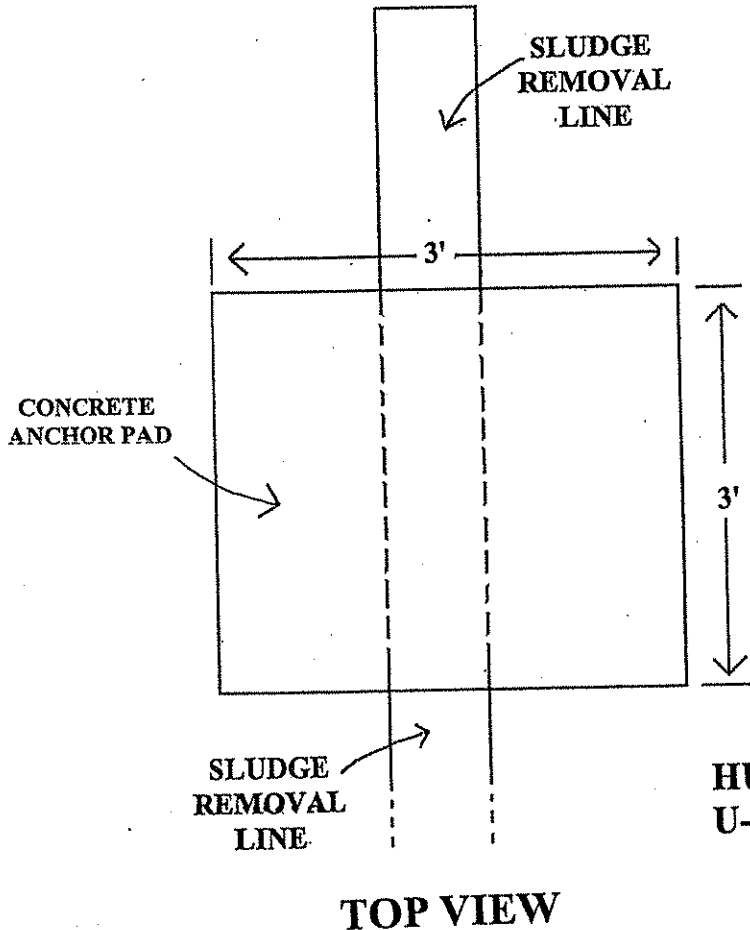
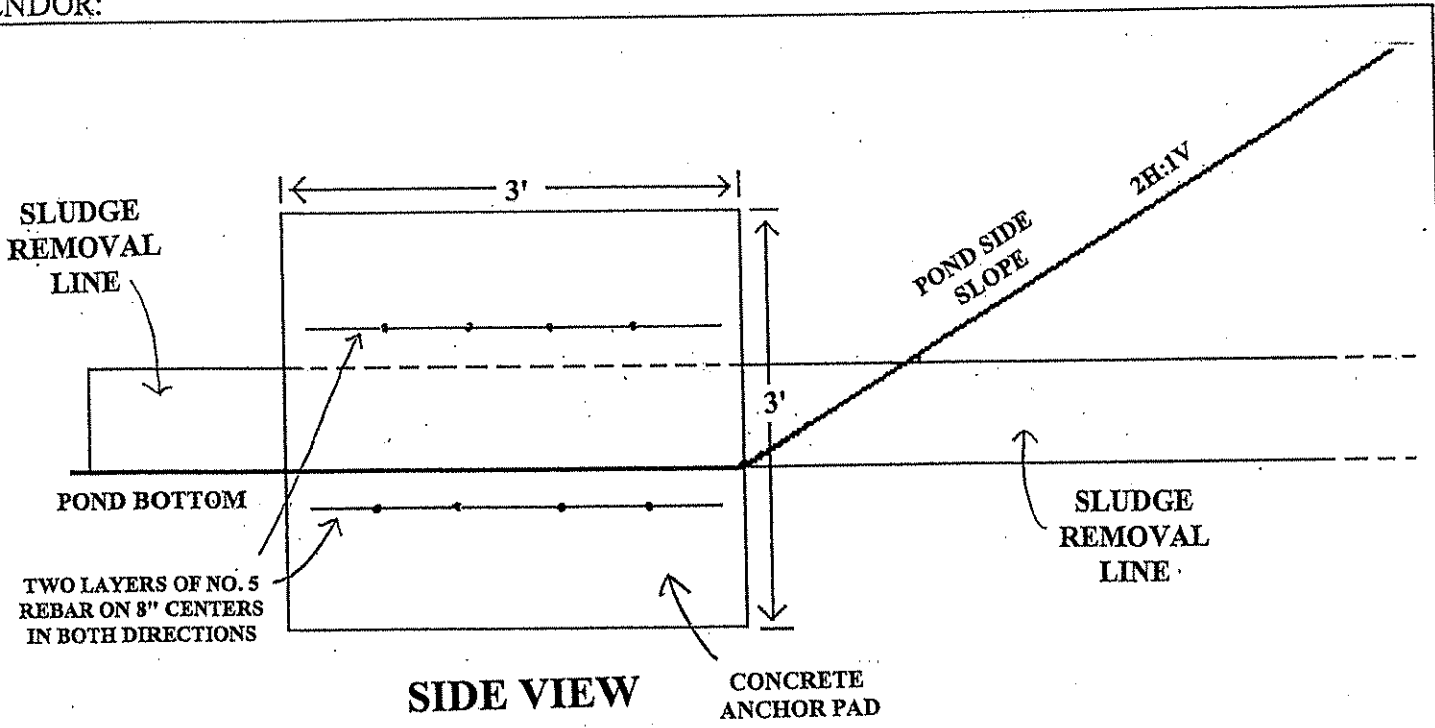
DRAWN BY:

DATE:

PROJECT NO.:

-36
V. 1/29/02
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET



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

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SPECIAL RECLAMATION	
SLUDGE REMOVAL LINE ANCHOR PAD	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 087	REQ. OR PO NO. DEP 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

V-36
V. 1/29/02

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

VENDOR:

SMOOTH HDPE GEOMEMBRANE DATA SHEET



Nominal Values

Property	Test Method	60 Mil
Thickness, mils	ASTM D 1593	60
Sheet Density, g/cc	ASTM D 1505	0.95
Carbon Black Content, %	ASTM D 1603	2.5
Carbon Black Dispersion	ASTM D 3015 or ASTM D 5596	A2 CAT.1
Tensile Properties		
	ASTM D 638 (Type IV Specimen @ 2 ipm)	
1. Tensile Strength at Yield, ppi		159
2. Elongation at Yield, %		15
3. Tensile Strength at Break, ppi		285
4. Elongation at Break, (2.0" G.L.) %		825
(2.5" G.L.) %		660
Tear and Puncture		
Tear Strength, lbs.	ASTM D 1004	50
Puncture Resistance, lbs.	FTMS 101 - 2065	96
	ASTM D 4833	135
ESCR		
ESCR - Bent Strip, hours	ASTM D 1693 (Cond. B)	2,000+
ESCR - Constant Load, hours	ASTM D 5397 (@ 30% of min. yield stress)	400
Roll Dimensions		
1. Width (feet):		23
2. Length (feet)		500
3. Area (square feet):		11,500
4. Gross weight (pounds, approx.)		3,470

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SPECIAL RECLAMATION	
POND 1 LINER DETAIL	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

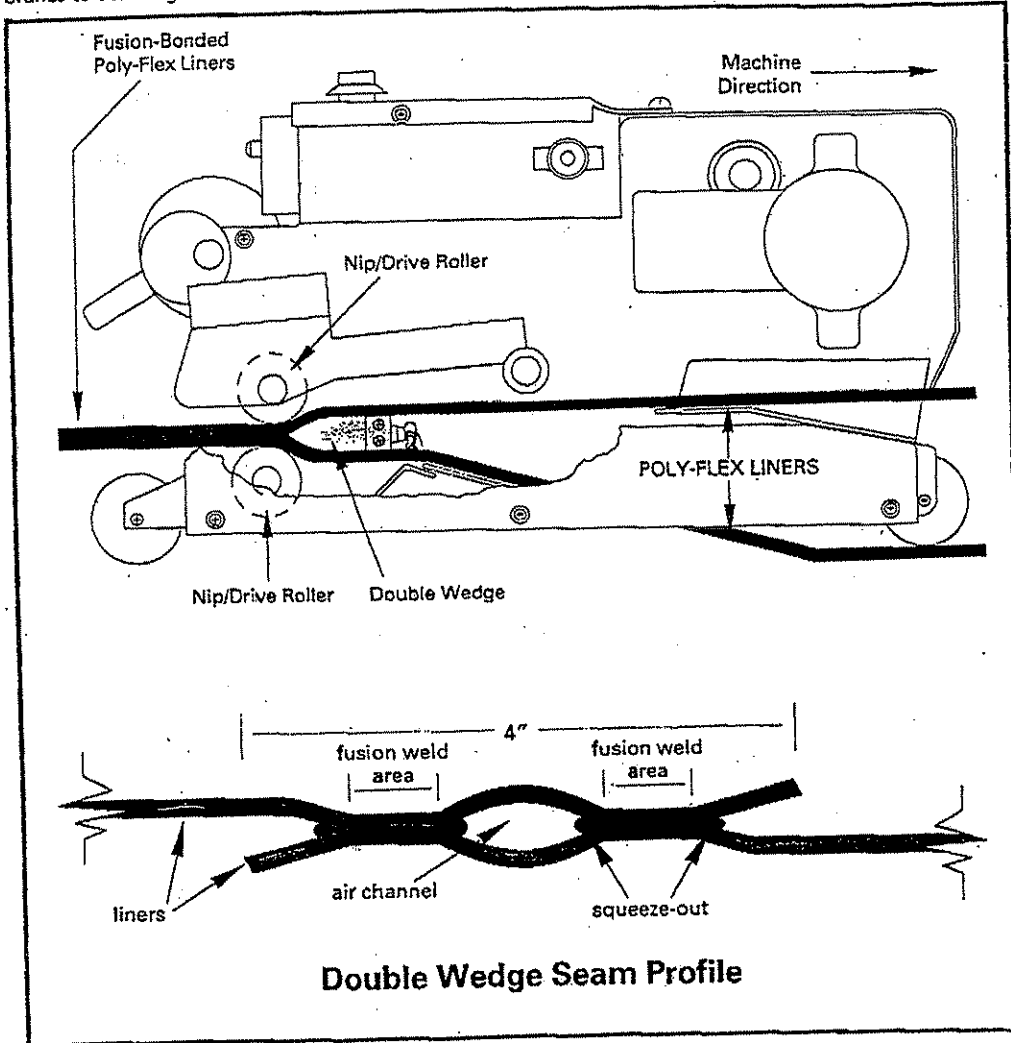
V-36
EV. 1/29/02

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

VENDOR:

POLY-FLEX FUSION WELDING SYSTEM

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



HUNT COAL
U-5071-86

This seaming method is designed to achieve the following:

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

Seaming procedures using Poly-Flex fusion welder:

1. Surfaces shall be clean and dry.
2. Test welds shall be performed prior to field seaming each morning and afternoon.
3. The overlap between Poly-Flex liners shall be at minimum 4 inches. The two sheets shall be straightened to keep the seamed edges smooth and wrinkle-free.

SPECIAL RECLAMATION

**POND 1 LINER
DETAIL**

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

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

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

POR-ROK®

Anchoring Cement

Non-Shrink Grout

DESCRIPTION:

POR-ROK ANCHORING CEMENT is a non-shrink hydraulic controlled expansion cement in a ready to use preparation. Water is added at the job site to create a pourable, yet durable, anchoring, patching or grouting compound. Por-Rok is for interior use or for exterior where out of pouring or settling water.

FACTS:

- Compressive Strength - 9,254 psi
- Non-Shrinking - Non-Rusting
- Bond Strength - 72,000 lbs. Pullout
- Reinforcing Rod Bond Strength - #8 Reinforcing Rod, 43,000 lbs. Pullout
- Controlled Expansion - 0.3%

FEATURES

- **FAST SETTING - POR-ROK** sets in 15-20 minutes. Attains 5,090 psi compression strength after 60 minutes. Provides less machinery down time.
- **CONTROLLED EXPANSION - POR-ROK** eliminates shrinkage - A major cause of anchor failure, POR-ROK has controlled expansion (.003" per linear inch) which mechanically locks the bolt in place.
- **POURABLE** - When mixed according to directions, POR-ROK becomes pourable and will seep into pores and crevices. No rodding, chaining or vibrating needed.
- **EASY TO USE - POR-ROK** is mixed with water at the job site. No heating or two component mixing is needed.
- **NON-RUSTING** - There are no ferrous metals or rust-promoting agents in POR-ROK.

WEIGHT PER CUBIC FOOT - Weight after setting up not to exceed 125 pounds per cubic foot. Based on 100 lbs. of POR-ROK mixed with 2 1/3 gallons of water.

COMPRESSIVE STRENGTH

Age	Average LBS. Per Sq. Inch
1 hr.	5,090
24 hrs.	5340
7 days	9250

**HUNT COAL
U-5071-86**

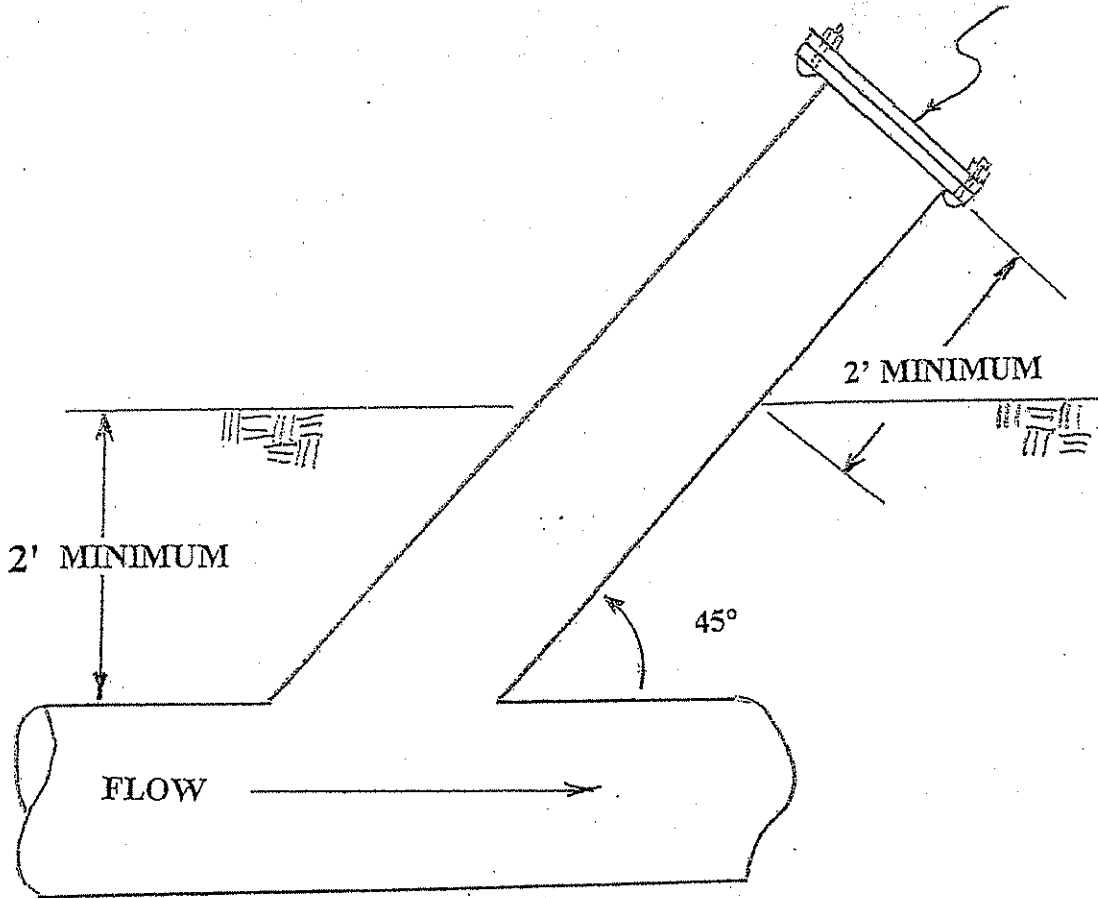
SPECIAL RECLAMATION	
POR-ROK ANCHORING CEMENT SPECIFICATIONS	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER	PAGE	REQ. OR. PO NO.
CB-23	090	DEP 13009
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

HUNT COAL

U-5071-86

**HDPE CAP
WITH STAINLESS STEEL
BOLTS AND FLANGE**

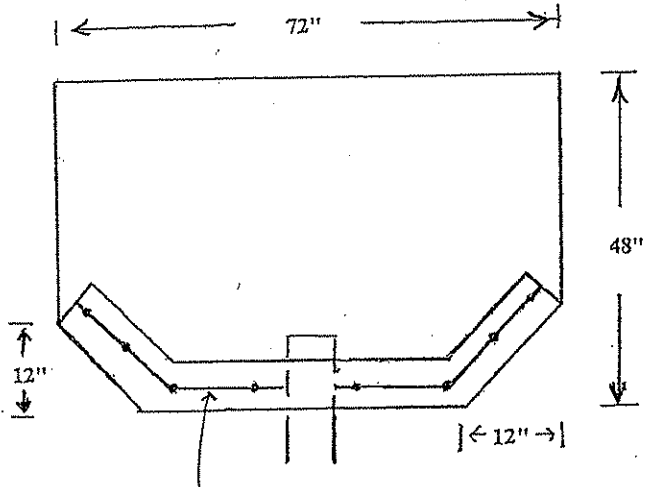
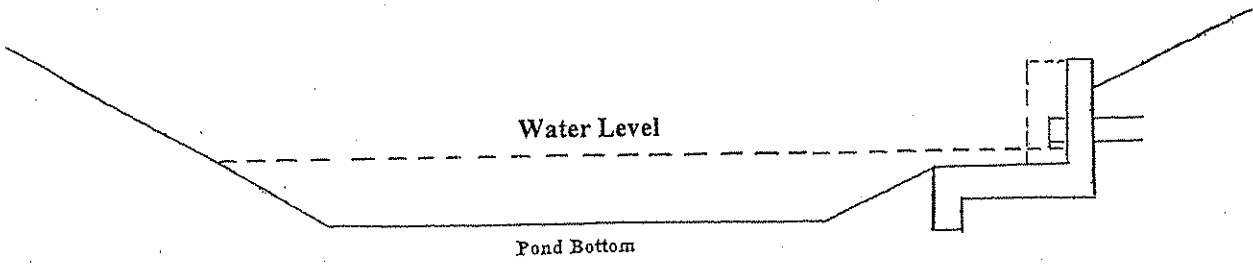


NOT TO SCALE

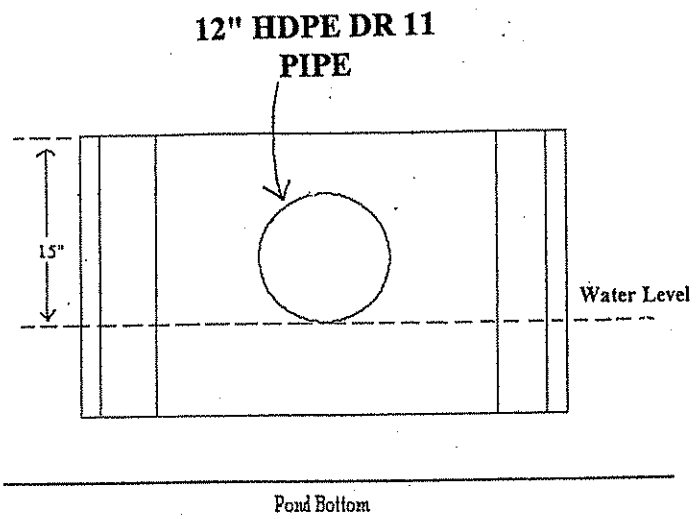
HDPE PIPELINE CLEAN OUT DETAILS

SPECIAL RECLAMATION	
PIPELINE CLEANOUT	
SCALE:	DRAWN BY:
DATE:	PROJECT NO.:

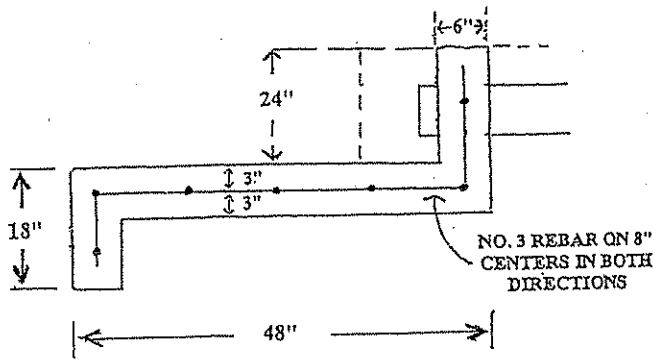
V-36 STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:



NO. 3 REBAR ON 8" CENTERS IN BOTH DIRECTIONS



12" HDPE DR 11 PIPE



NO. 3 REBAR ON 8" CENTERS IN BOTH DIRECTIONS

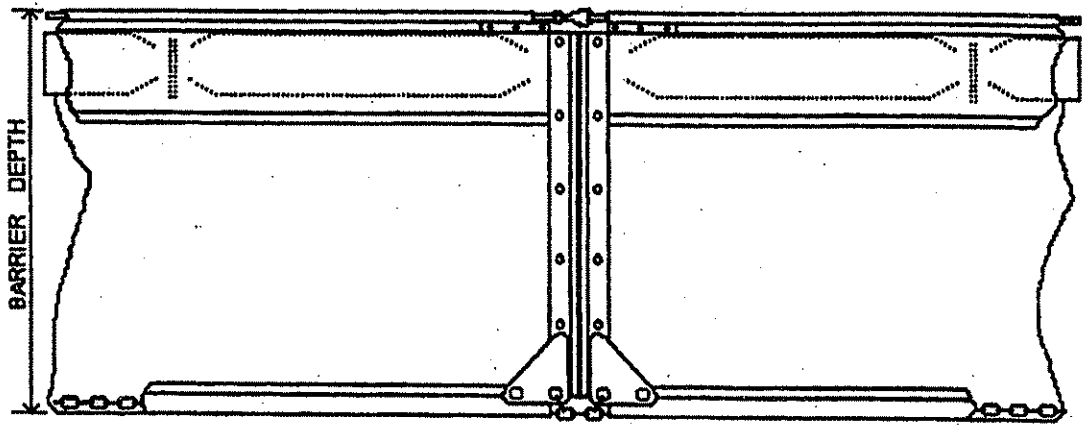
HUNT COAL
 U-5071-86

SPECIAL RECLAMATION	
PONDS 2 & 3	
CONCRETE ACCESS PAD	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

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

HUNT COAL, INC.

U-5071-86

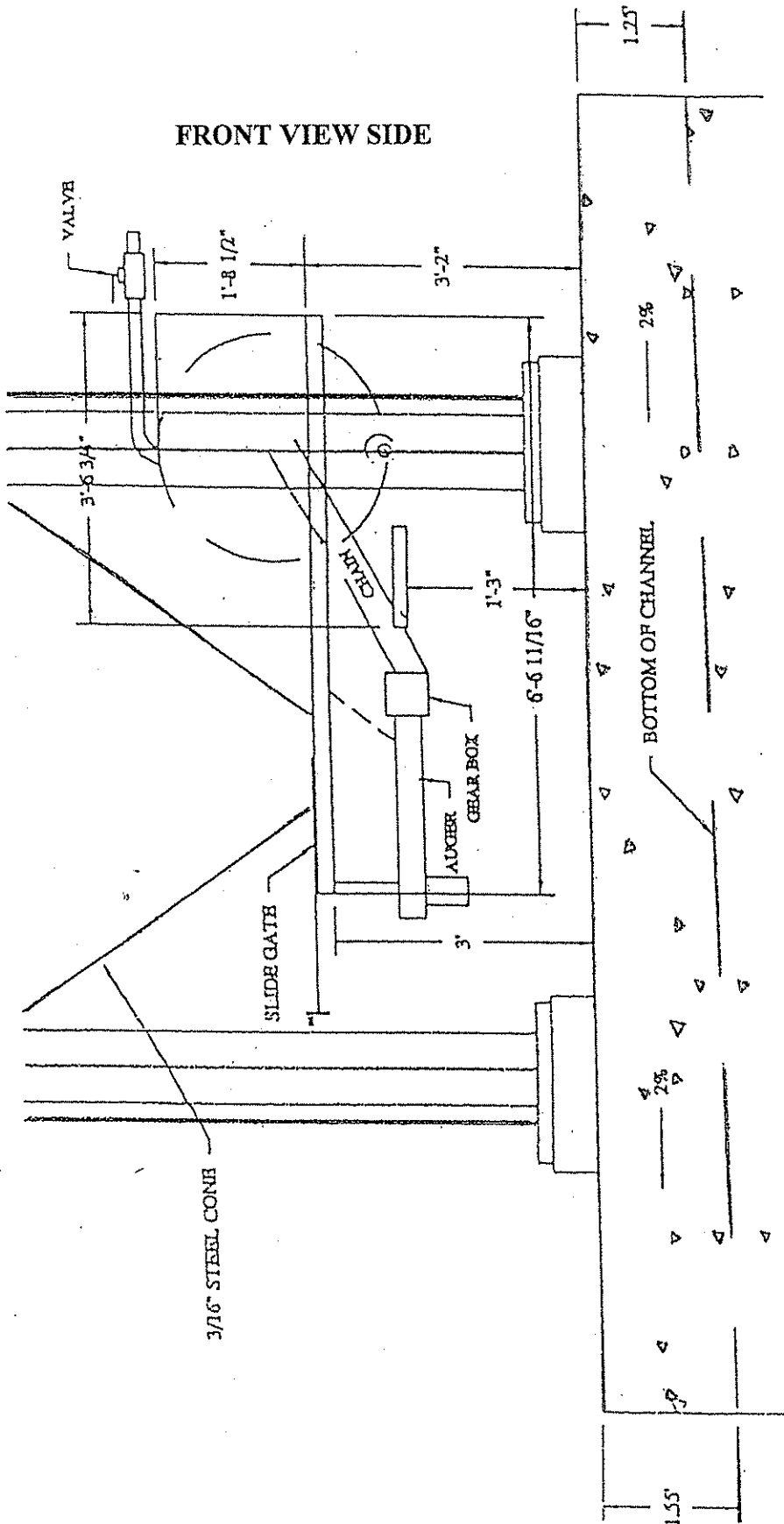


NOTE: ALL FLOATING BAFFLES USED ON THIS PROJECT SHALL BE AER-FLO, INC. TOUGH GUY TURBIDITY BARRIERS TYPE 2 DOT WITH TWENTY-TWO (22) OUNCE VINYL-POLYESTER FABRIC OR EQUIVALENT. THE VINYL-POLYESTER FABRIC SHALL BE GREEN OR BLUE IN COLOR. (SEE ATTACHED SPECIFICATIONS)

OFFICE OF SPECIAL RECLAMATION	
POND FLOATING BAFFLES SPECIFICATIONS TYPICAL	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/4/2006	PROJECT NO: UO-396

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REV. 1/29/02
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

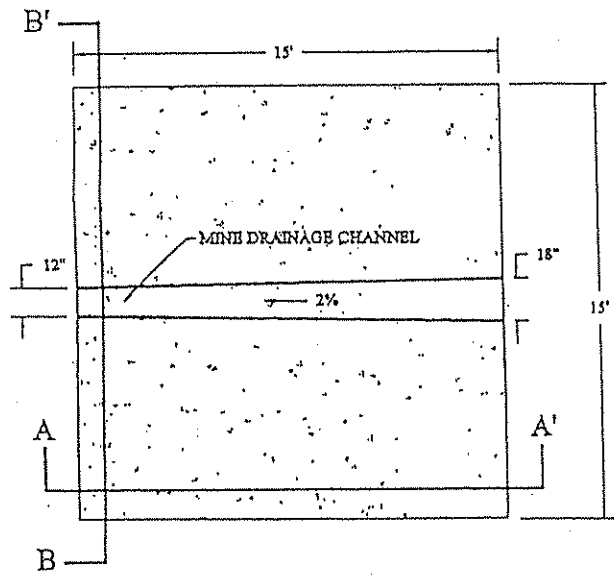


SIDE VIEW PROPOSAL #1
SCALE 1" = 2'

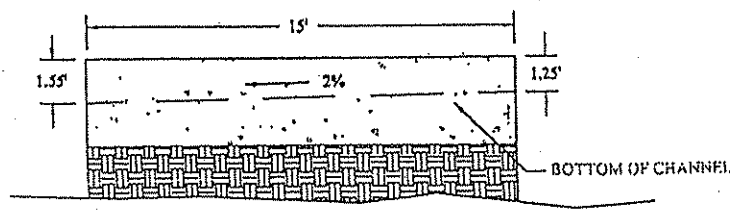
HUNT COAL
U-5071-86

SPECIAL RECLAMATION	
SIDE VIEW OF AQUA-FIX	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

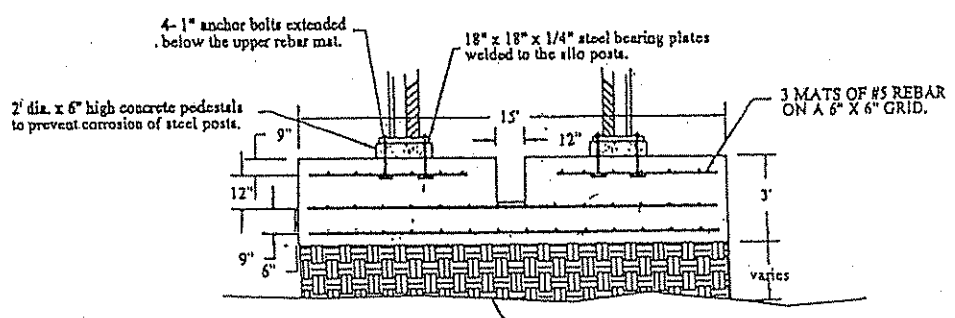
SPENDING UNIT
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION/SPECIAL RECLAMATION



PLAN VIEW



CROSS-SECTION A-A'



CROSS-SECTION B-B'

Excavate to consolidated material and compact CRD in 6" lifts using a hand directed tamper until the design elevation is achieved.

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

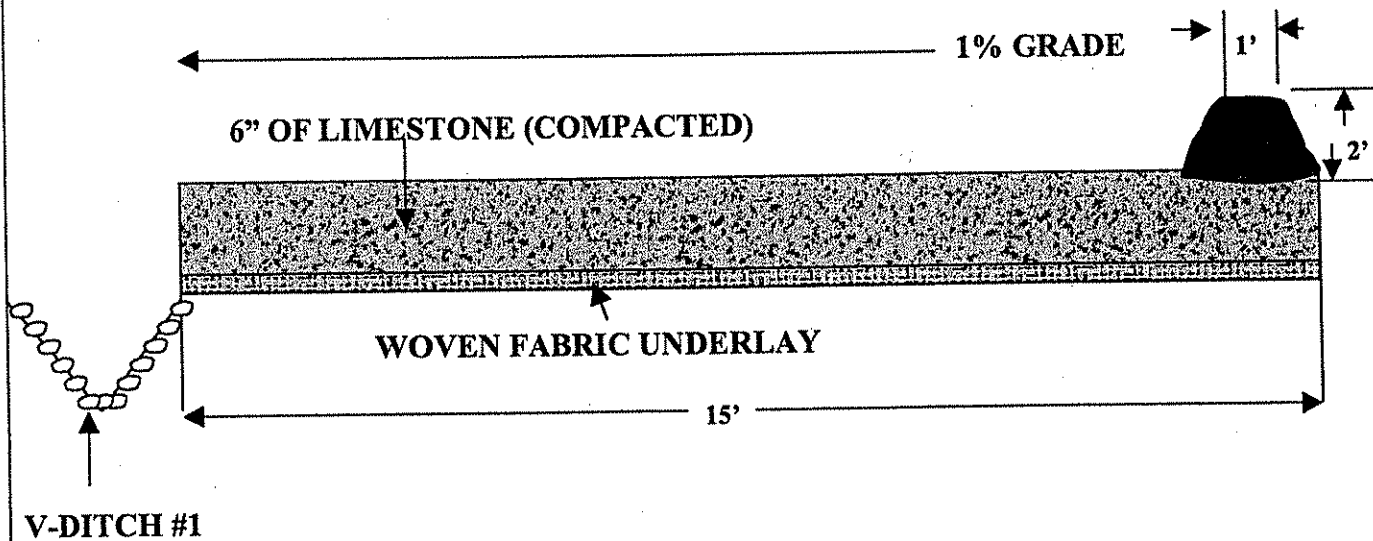
BUYER CB-23	PAGE 095	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

HUNT COAL U-5071-86

*Road will drain surface water to the inside, toward V-Ditch #1. Limestone for road will meet WVDOH SPECIFICATIONS FOR CRUSHED #1 STONE, meeting size specifications:

- TEN PERCENT (10%)-3.5" to 3"
- TWENTY FIVE PERCENT (25%)-3" to 2"
- SIXTY FIVE PERCENT (65%)-2" to .75"

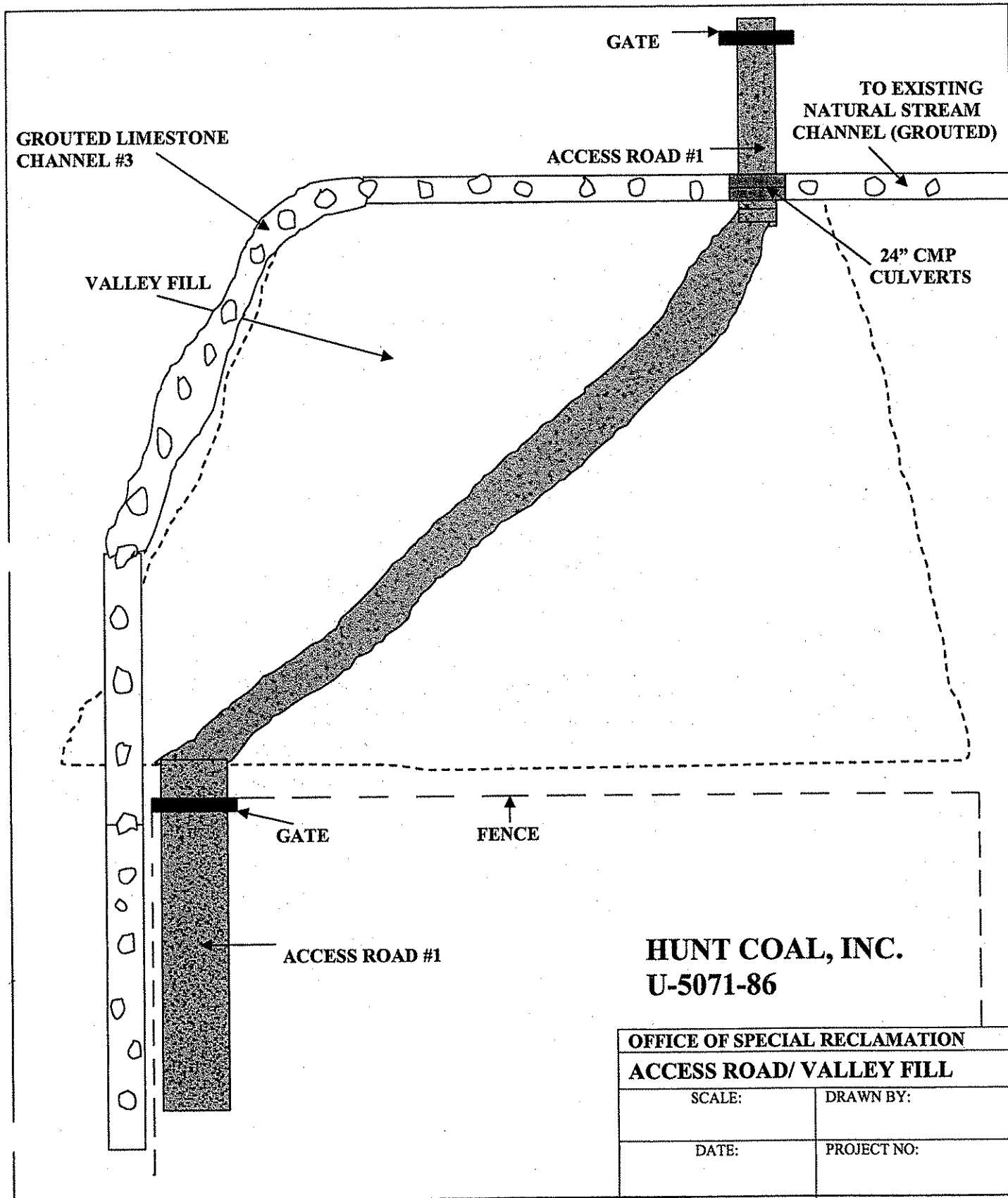
Depth of stone will be compacted SIX INCHES (6"). Compaction will be achieved by making at least Three (3) passes with a D-6 Dozer. Woven Fabric Underlay, which will meet WVDOH SPECIFICATIONS, will be fifteen feet (15') wide, with the road surface lined prior to placement of stone.



OFFICE OF SPECIAL RECLAMATION	
CONSTRUCTED ACCESS ROAD	
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 DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

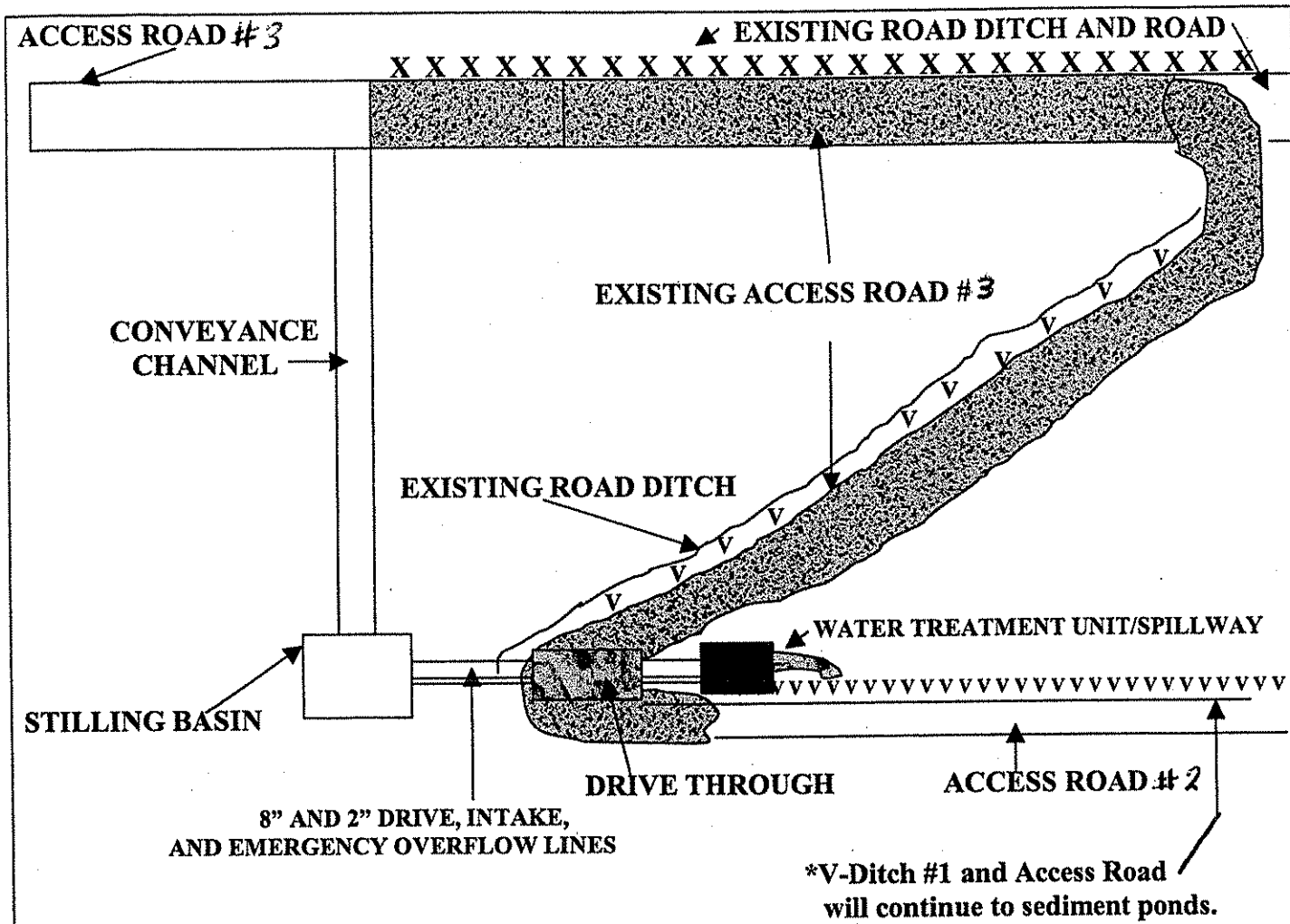


HUNT COAL, INC.
U-5071-86

OFFICE OF SPECIAL RECLAMATION	
ACCESS ROAD/ VALLEY FILL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	PAGE 097	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

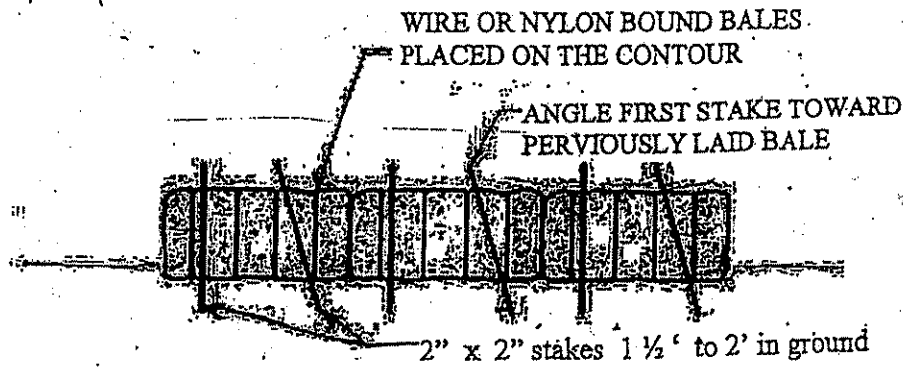


**HUNT COAL
 U-5071-86**

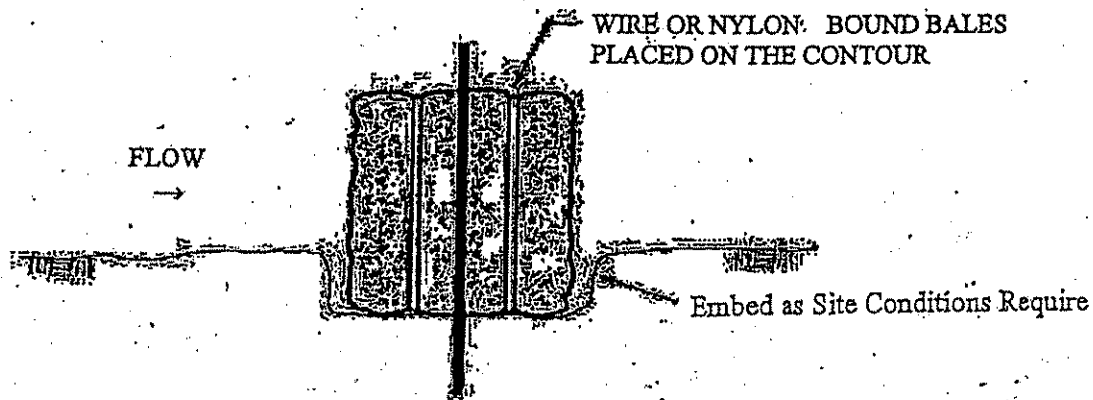
OFFICE OF SPECIAL RECLAMATION	
EXISTING ACCESS ROAD #3	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

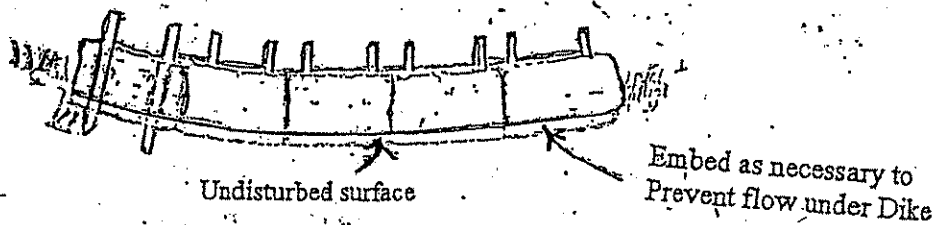
STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET



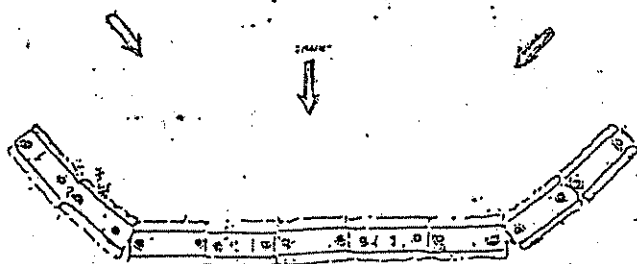
ANCHORING DETAIL



EMBEDDING DETAIL

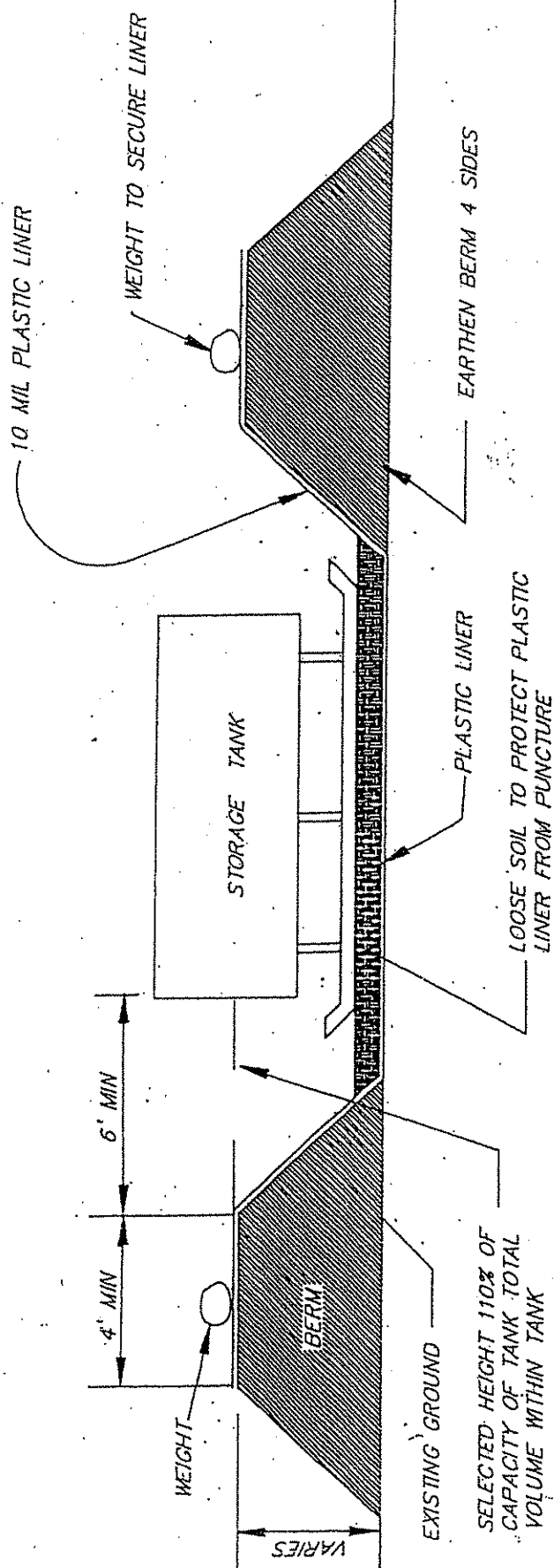


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U-5071-86



SEDIMENT BARRIER

SPECIAL RECLAMATION	
HAYBALE DIKE	
SCALE:	DRAWN BY:
DATE:	PROJECT NO.:



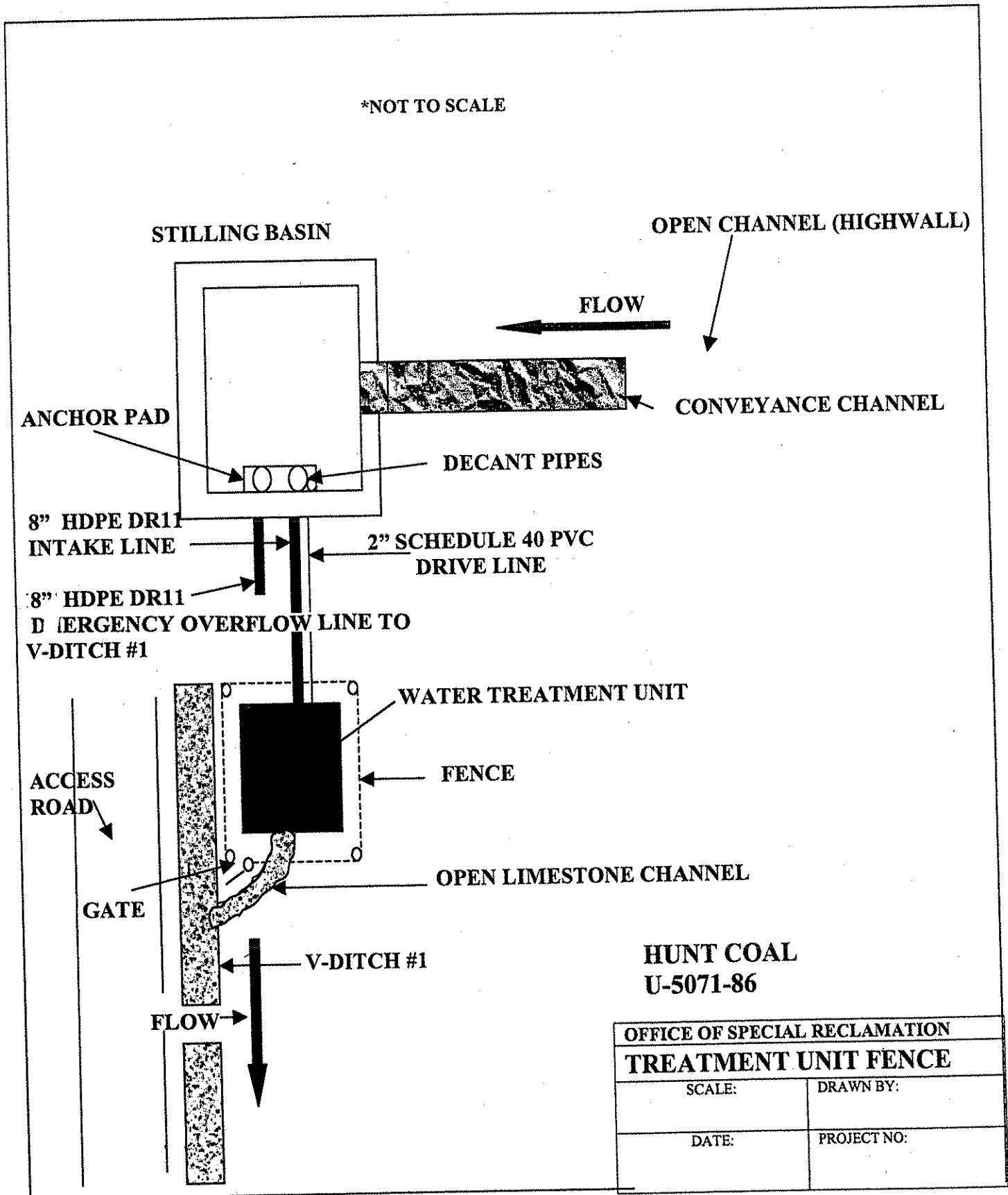
Note: A 2" water removal drain shall be located at the lowest point in the bottom of the containment volume. It shall connect to a normally closed gate-valve outside the dike. The gate valve is manually operated and protected from unauthorized operation. Rainwater contained within this dike shall be 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.

HUNT COAL
 U-5071-86

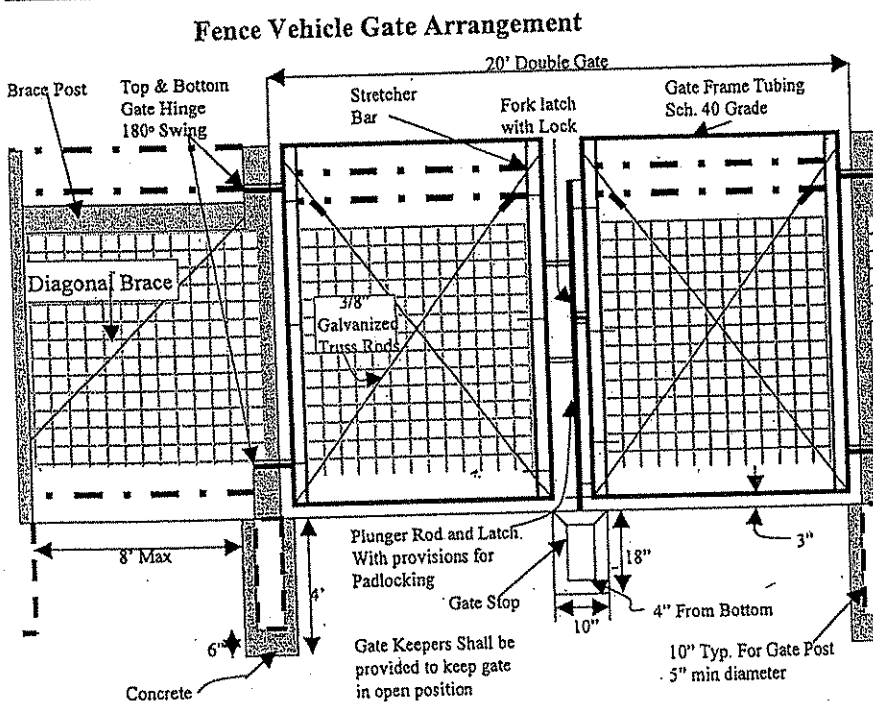
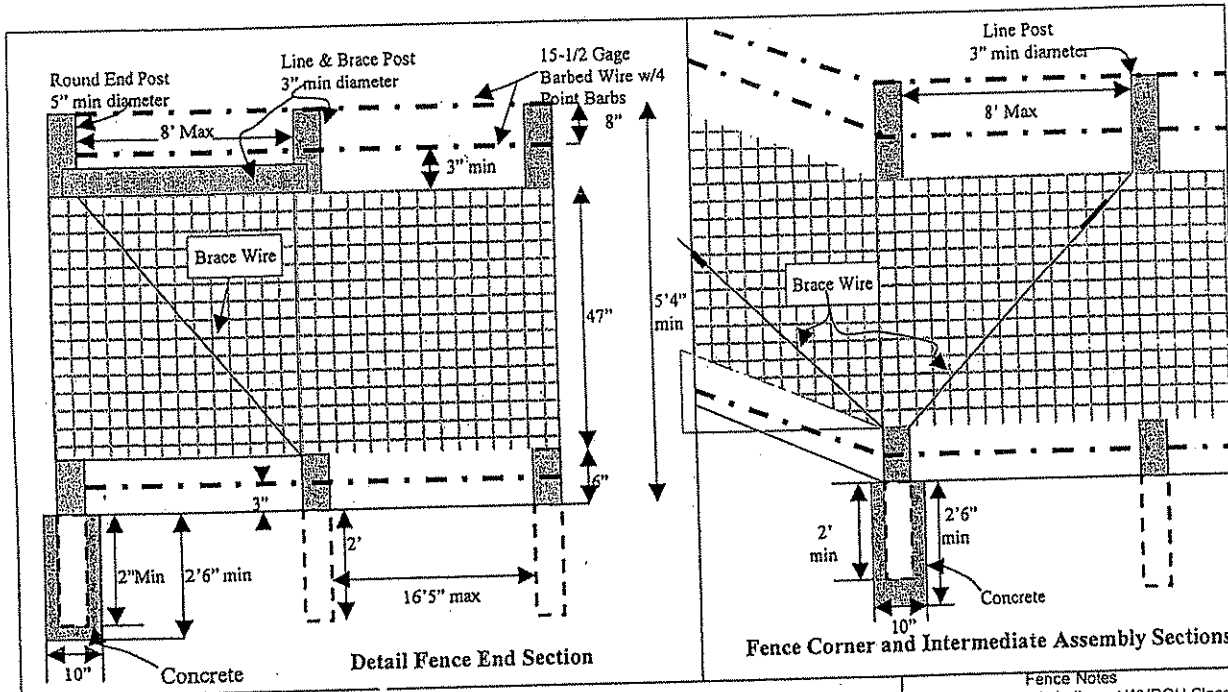
SPECIAL RECLAMATION	
SPILL CONTAINMENT	
SCALE: N/A	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 100	REQ. OR PO NO DEP. 13009
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



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ENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET



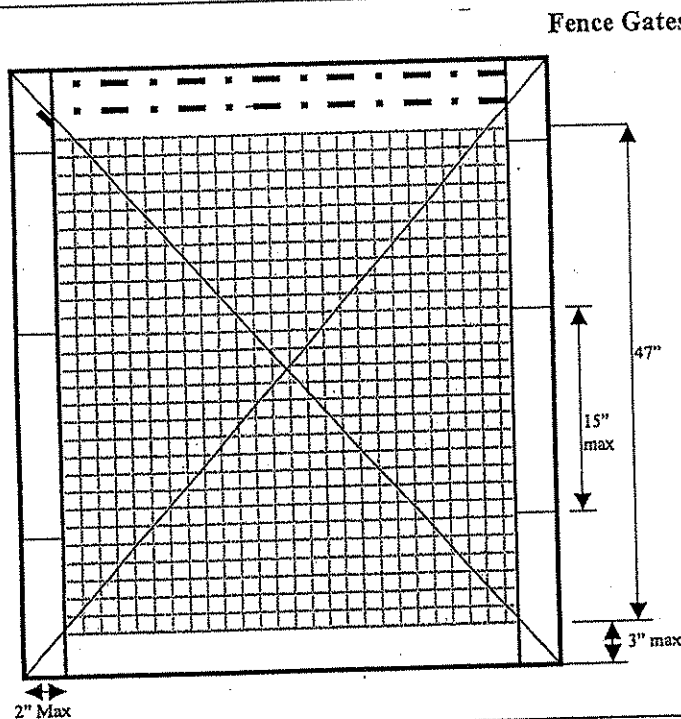
- Fence Notes
1. All concrete used shall meet WVDH Class "B" Concrete specifications.
 2. Gates shall not be hung, fabric and barbed wire shall not be installed for a minimum of 7 days after concrete has been poured.
 3. The post diagonal and 9 gauge high tensile galvanized steel softwire truss rod are placed at gate post and not more than 600ft. apart on level or gently sloping land and at any significant change in land surface - 15° change in alignment or slope.
 4. All fence splices shall be made in accordance with the manufacture spec.
 5. 5 inch minimum diameter round wooden treated posts set in concrete as shown shall be used for gate corner and end posts. 3" minimum diameter wooden treated post shall be used for line and brace posts. Line posts shall be installed a maximum of every 16'5".
 6. Hardware and miscellaneous fittings not specifically designated herein as to type or dimension shall be of good quality commercial design acceptable to the DEP onsite representative or engineer.
 7. Staples used to fasten fence wire to wooden posts will be 9 gage galvanized wire with a minimum length of 1-1/2" for softwood and 1" for hardwood. Staples will be driven cross-wise to the grain and will not be driven in tight against wire.
 8. Fence fabric shall be 11 gauge or larger top and bottom wires, 14 1/2 gauge or larger intermediate line and stay wires. Maximum of 12" between stay wires.

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

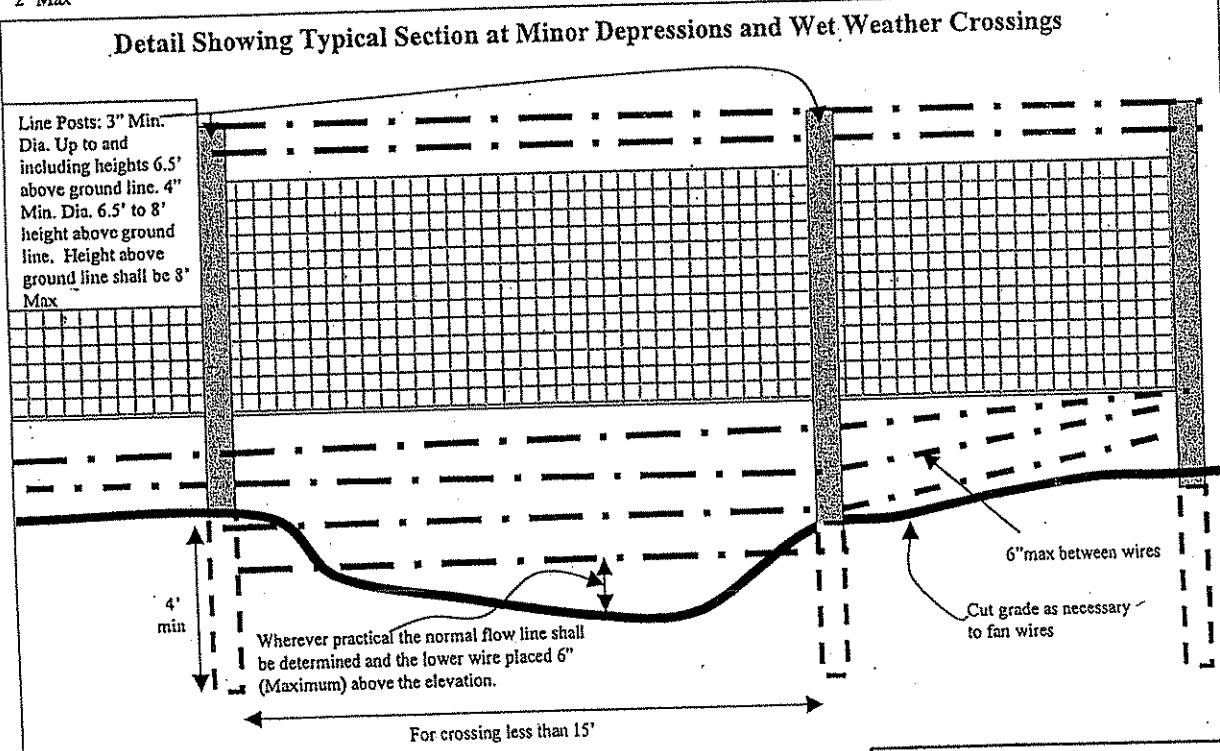
HUNT COAL
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REV. 1/29/02
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET



- Fence Gates**
- Gate Notes**
1. Barbed wire evenly spaced between fabric and frame
 2. Contractor shall provide and install all materials for fence gates. Gates perimeter frames shall be tubular members. Contractor shall provide additional horizontal and vertical members to assure proper operation of the gate and for attachment of fabric, barbed wire, hardware, and accessories. Fabrication of gates shall have a minimum pipe diameter of 1.9" outside diameter weighing a minimum of 2.72 lbs per linear foot. Gate tubing shall be 2" square with a minimum weight of 2.60 lbs per lin foot
 3. Contractor shall provide stretcher bars which shall be in one-piece lengths equal to full height of the fabric, with a minimum cross section of 3/16" X 1/4". A stretcher bar shall be provided for each gate.
 4. Gate hinges shall be pressed or forged steel, or malleable iron, to suit the gate size non-lift-off type, offset to permit 180 degree opening. Provide 1 1/2 inch per hinge for each leaf over 6 feet in nominal height. Gate latches shall be forked type or plunger bar type to permit operation from either side of gate. Gate padlock eye shall be an integral part of latch.
 5. Gates shall have mushroom or flush plate, with anchors which will be set in concrete to engage the center drop rod or plunger bar. Padlock eyes shall be in integral part of the latch, requiring one padlock for locking both gate leaves.
 6. Gate keeper for vehicle gates shall automatically engage the gate leaf and holds it in the open position until manually released.
 7. Diagonal cross bracing consisting of 3/8" diameter adjustable length truss rods on gates where required to provide frame rigidity without sag or twist.



HUNT COAL
U-5071-86

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

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

AGENCY _____ (A)
 104 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
- (W) 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

(R)

_____ (O)
 (Name of Principal)
 By _____ (S)
 (Must be President or
 Vice President)
 _____ (T)
 Title

(U)
 Surety Corporate Seal

_____ (V)
 (Name of Surety)
 _____ (W)
 Attorney-in-Fact

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

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

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VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____