



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
DEP13017

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 01/26/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **03/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF CHICOPEE COAL CO, NOW UNDER REVOKED PERMIT NUMBER(S)0-6013-88,0-6021-89,S-73-85 U-6018-86.THIS SITE CONSISTS OF APPROXIMATELY 217.47 ACRES AND IS LOCATED NEAR LIZEMORE, WV IN CLAY COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 02/19/2010 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER I</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

INSTRUCTIONS TO BIDDERS

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



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
DEP13017

PAGE
2

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	F.O.B	FREIGHT TERMS
01/26/2010				

BID OPENING DATE: **03/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: AT IN INTERSECTION OF STATE ROUTE 39 AND STATE ROUTE 16 IN BELVA, TAKE SR 16N AND TRAVEL APPROXIMATELY 8.7 MILES TO LIZEMORE. FROM POST OFFICE IN LIZEMORE TAKE SR 16S AND TRAVEL APPROXIMATELY 0.10 MILE AND TURN LEFT ONTO CR 1(LIZEMORE RD) TRAVEL 1.2 MILES AND TURN LEFT ONTO HAULROAD, GO 1.2 MILES TO MINE SITE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEP13017

PAGE
3

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

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	F.O.B.	FREIGHT TERMS
01/26/2010				

BID OPENING DATE: **03/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR CLAY COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFO NUMBER
 DEP13017

PAGE
 5

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	F.O.B.	FREIGHT TERMS
01/26/2010				

BID OPENING DATE: 03/18/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFQ NUMBER
DEP13017

PAGE
6

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 01/26/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **03/18/2010** BID OPENING TIME **01:30PM**

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEP13017

PAGE
7

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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	F.O.B.	FREIGHT TERMS
01/26/2010				

BID OPENING DATE: **03/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
2.						
<p>THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p>						
3.						
<p>A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p>						
REV. 10/01/01						
EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS						
IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEP13017

PAGE
8

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
01/26/2010				

BID OPENING DATE: **03/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEP13017

PAGE
9

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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	F.O.B.	FREIGHT TERMS
01/26/2010				

BID OPENING DATE: **03/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: right;">DEP13017....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEP13017

PAGE
11

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

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

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
01/26/2010				

BID OPENING DATE: 03/18/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP13017</p> <p>BID OPENING DATE: 03/18/2010</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER CB-23		REQ. OR PO NO DEP 13017	12
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION			

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

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Chicopee Coal Co, Permits O-6013-88, O-6021-89, S-73-85, U-6018-86 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 developed in accordance with bid item #3. If, fuel and lubricants are to be stored on site, bid item #2 shall be in place before fuel is delivered. Project sign is to be obtained and installed.
2. Storm water management in the form as described in bid item #6 shall be installed (described locations).
3. Concurrent and continuous reclamation shall begin at point A as shown on the site plan and shall end at point B. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be 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 #4)
5. It shall be the contractor's responsibility to check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. Construct approximately two thousand six hundred fifty linear feet (2650LF) of grouted rip-rap groin channel number one (#1) around the perimeter of the north side of the exposed refuse pile and down beside the face of the fill. Channel will empty into channel number three (#3) above alkalinity cell one (1). The channel will be formed in original ground at the interface with the refuse fill by using the existing natural hillside. Channel will be lined with standard rip-rap and grouted to 100% penetration of all voids in rip-rap lining. Channel will be "keyed" in at the starting and ending points. Cost of rip-rap and grout will be inclusive to the cost of the grouted rip-rap groin channel 1 (see attached specification and/or plans).
7. Construct approximately forty five hundred linear feet (4500LF) of grouted rip-rap channel number two (#2) around the perimeter of the south side of the exposed refuse pile and downhill alongside of spoil pile access road. Channel will empty into channel four (4). The channel will be formed in original ground at the interface with the refuse fill by using the existing natural hillside. Channel will be formed in existing channel along spoil pile access road. Channel will be lined with standard rip-rap and grouted to 100% penetration of all voids in rip-rap lining. Channel will be "keyed" in at the starting and ending points. Channel will have drive-thrus installed at points where channel crosses access road. Cost of rip-rap, drive-thrus, and grout will be inclusive to the cost of the grouted rip-rap groin channel 2 (see attached specifications and/or plans).
8. Rework approximately eight hundred linear feet (800LF) of existing groin ditch on right side of exposed refuse pile (looking upstream). Ditch will be reworked by forming a channel in original ground using eighteen inches (18") of standard rip-rap lining and grouted to 100% penetration of all voids. Cost of excavation, rip-rap and grout will be inclusive to reworking existing groin ditch (see attached specifications and /or plans).
9. Rework and cover exposed refuse on the refuse disposal area with on foot (1') of top soil material capable of supporting vegetation. Top of fill will be crowned to sheet flow surface water into groin channels. In place slurry cells with standing water will be pumped, filled and compacted using coarse refuse or other suitable material. Water pumped from slurry cells must meet technical based effluent limitations. Material for covering refuse can be obtained from the surrounding ridge on the south side of the refuse pile (see attached specification and/or plans).
10. Construct approximately three hundred linear feet (300LF) of underdrain. Underdrain will start at the toe of the exposed refuse area and will empty into alkalinity cell one (1). Underdrain will be constructed four feet (4') wide by four feet (4') deep using clean six inch (6") sandstone rip-rap and stone will be wrapped 360° with non-woven filter fabric. Any seams in the filter fabric will be lapped over a minimum of one foot (1'). A six inch (6") Hancor perforated sur-lok pipe will be installed in the underdrain. The cost of the excavation, pipe, rip-rap and filter fabric will be inclusive to the cost of the underdrain from refuse to alkalinity cell (see attached specifications and/or plans).

BUYER CB-23		REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

11. Clean all sediment and debris out of existing pond four (4) to width and depth listed in plans. Cost will be inclusive to clearing pond four (4).
12. Alkalinity cell one (1) will be constructed by excavating down to original ground, to the length, width, and six foot (6') depth listed in the attached specifications and plans. Four feet (4') of varying gradations of limestone rock will be placed in the cell as shown on typical. Two (2) limestone check dams constructed of three inch (3") limestone crusher run will be installed in the alkalinity cell at the direction of on-site DEP personnel. Construct approximately one hundred fifty linear feet (150') of grouted rip-rap spillway from alkalinity cell one to pond six (6) and install a drive-thru. Grout shall have 100% penetration of all voids. Cost of rip-rap, limestone, drive-thru and grout will be inclusive to the cost of cleaning pond 4 (see attached specifications and/or plans).
13. Construct approximately two hundred seventy five linear feet (275LF) of limestone rip-rap channel three (3) to receive water from the fill underdrain and the grouted rip-rap groin channel number one (#1) and reworked groin ditch. Channel three (3) will empty into alkalinity cell number one (#1). Cost of rip-rap will be inclusive to the cost of channel three (3) (see attached specifications and/or plans).
14. Eliminate existing pond at right of alkalinity cell one. Pond will be eliminated by pumping, in an approved manner, all standing water. Water pumped from pond must meet technical based effluent limitations. Pond dikes will be removed and area regraded. All black material encountered during the pond elimination will be excavated and encapsulated in highwall elimination backstack. The cost of pumping, excavation and regrading will be inclusive to the cost to eliminate ponds (see attached specifications and/or plans).
15. Remove all decant pipe structures, accumulated settlement and debris from pond six(6) to width and depth listed in plans. Remove and properly dispose of existing CMPs in pond 6 dike. Construct approximately seventy five linear feet (75LF) of grouted rip-rap spillway to discharge water from pond 6 to rip-rap channel four (4). Cost of rock rip-rap, cmp removal and grout will be inclusive to the cost of cleaning pond 6 (see attached specifications and/or plans).
16. Construct approximately seventeen hundred linear feet (1700LF) of limestone rip-rap channel four (4). Channel four (4) will begin at spillway of pond six (6) and extend to toe of fill below v-ditch number four (#4). Rip-rap for channel will be existing rock hammered in place and a layer of standard limestone rip-rap to fill voids in the rock. Limestone will have 100 % penetration of all voids in rip-rap. A drive-thru will be installed at the crest of fill on north end of fill as shown on site plans. Cost of limestone rip-rap, drive-thru and hammering of in place limestone will be inclusive to the cost of channel four (4) (see attached specifications and/or plans).
17. Construct approximately four hundred fifty linear feet (450LF) of limestone rip-rap channel five (5). Channel five (5) will begin at point designated by on-site DEP personnel and end at pond six (6). Cost of limestone and excavation will be inclusive to the cost of channel five (5)(see attached specifications and/or plans).
18. Construct approximately three hundred linear feet (300LF) of grouted rip-rap v-ditch one (1). V-ditch will start at seep on bench above channel 3 and discharge into channel 3. Also a splash pad will be constructed near the point where v-ditch 1 empties into channel three (3). The cost of the grout, rip-rap, excavation and splash pad will be inclusive to the cost of grouted v-ditch one (1) (see attached specifications and/or plans).
19. Construct approximately five hundred fifty linear feet (550LF) of grouted rip-rap v-ditch number two (#2) from tree line down to pond six (6). Ditch will be constructed using standard size sandstone or limestone rip-rap and grout shall have 100 % penetration of all voids in rip-rap. Ditch will be "keyed" in at start and end of grouted section. A drive-thru will be installed at the point where ditch 2 intersects access road. The cost of the excavation, drive-thru, stone and grout will be inclusive to the cost of v-ditch two (2) (see attached specifications and/or plans).
20. Eliminate existing pond cleaning storage area at the left side of pond six (6). Existing pond cleaning storage area will be eliminated by pumping, in an approved manner, all standing water. Material used to form pond dikes and any black material encountered in pond area will be encapsulated in highwall elimination backstack. All water discharged from pumping of pond area will meet technical based effluent limitations. Any piping and valves associated with pond elimination will be disposed of properly. The cost of excavation, regrading and debris disposal will be inclusive to the cost to eliminate ponds (see attached specifications and/or plans).

BUYER CB-23		REQ. OR PO NO DEP 13017 14
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

21. Construct wet mine seal at the toe of the slope on the south side of the pond cleaning storage area. The cost of the excavation, piping, regrading, and rip-rap will be inclusive to the cost of the wet mine seal (see attached specifications and/or plans).
22. Construct approximately one hundred linear feet (100LF) of limestone riprap v-ditch number three (#3) to carry water from wet mine seal to pond six (6). Ditch will be constructed using standard limestone rip-rap choked down with one and one half (1 1/2") limestone crusher run gravel. A drive-thru will be installed at the point where the rip-rap limestone v-ditch intersects the existing access road. The cost of the excavation, drive-thru and stone will be inclusive to the cost of v-ditch three (3) (see attached specifications and/or plans).
23. Eliminate existing pond at toe of existing regraded refuse pile. Pond will be eliminated by pumping, in a n appropriate manner, all standing water. All water discharged from pumping of pond will beet technical effluent limitations. Pond will be filled with number eight (#8) limestone gravel and a limestone rip-rap channel will be constructed across the top of gravel fill. Existing CMP decant pipe in pond dike will be removed and properly disposed of. Cost of limestone, excavation and CMP removal/disposal will be inclusive to pond removal (see attached specifications and/or plans).
24. Construct approximately five hundred linear feet (500LF) of limestone rip-rap channel number six (#6). Channel six (6) will begin at the south end of the eliminated existing pond at the toe of the regraded refuse pile and will discharge into channel four (4). Channel six (6) will be constructed of standard limestone rip-rap choked down with one and one half inch (1 1/2") limestone crusher run. A drive-thru will be constructed at the point where channel six (6) crosses the access road. The cost of the excavation, stone, and drive-thru will be inclusive to the cost of channel six (6) (see attached specifications and/or plans).
25. Cover and revegetate all bare areas on existing revegetated refuse disposal area. Any exposed black material will be covered with a minimum of one foot (1') of topsoil material capable of supporting vegetation. The cost of the regrade and cover will be inclusive to the cost of regrading bare areas on existing refuse disposal area (see attached specifications and/or plans).
26. Eliminate approximately twenty two hundred linear feet (2200LF) of existing sediment ditch along both sides of constructed limestone channel four (4) Sediment ditch will be eliminated by regrading existing sediment ditch to sheet flow into limestone channel four (4) Any black material encountered in eliminating sediment ditches will be removed and placed in highwall elimination backstack. The cost of the excavation and regrading will be inclusive to the cost of the sediment ditch elimination (see attached specifications and/or plans).
27. Eliminate pond two (2) at the northwest corner of the prep plant area. Pond will be eliminated by pumping, in an approved manner, all standing water. Pumped water must meet technical based effluent limits. Pond dikes and any other black material encountered shall be removed and encapsulated in backstack of highwall elimination. Pond discharge CMP shall be removed and properly disposed. Pond will be filled with non-toxic material and/or graded out to sheet flow into channel 4. Cost of pumping, CMP removal, fill and/or grading and excavation will be inclusive to the cost to eliminate pond (see attached specifications and/or plans).
28. Install four (4) wet mine seals at toe of highwall at prep plant site. Pipe for the wet mine seals will extend to and freely drain into channel four (4). Cost of stone, pipe, and excavation will be inclusive to the cost of the mine seals (see attached specifications and/or plans).
29. Eliminate approximately nine hundred fifty linear feet (950LF) of existing highwall at prep plant site. All black material encountered on prep plant site will be encapsulated in backstack of highwall. Prep plant foundations will be demolished by breaking concrete up. All exposed rebar will be removed. Broken concrete can be placed in highwall backstack with no exposed reinforcing steel. Final slope will be 2H to 1V. The cost of excavation, foundation demolition and encapsulation will be inclusive to the cost of highwall elimination (see attached specifications and/or plans).
30. Regrade prep plant area to remove any black material and cover with a suitable topsoil material that is capable of supporting vegetation. Any black material removed in regrading prep plant area will be encapsulated in highwall backstack. The cost of the regrading, black material removal, and topsoil material placement will be inclusive to the cost of highwall elimination (see attached specifications and/or plans).

BUYER CB-23		FIG. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

31. Demolish existing water tank, piping, and concrete foundation above prep plant area. Broken concrete, free of exposed reinforcing steel, can be placed in backstack of highwall elimination. Steel and all associated piping from tank demolition must be properly disposed of, with receipts provided to on-site DEP personnel, showing material was properly disposed of. Cost of tank demolition, slab demolition, and debris disposal will be inclusive to the cost of structure and debris removal (see attached specifications and/or plans).
32. Construct approximately six hundred linear feet (600LF) of grouted rip-rap v-ditch four (4). Ditch will begin at original ground above water tank and empty into channel four (4) A drive-thru will be installed at point where ditch 4 intersects access road to prep plant area. Ditch will be constructed using either standard size sandstone or limestone rip-rap. Grout will have 100 % penetration of all voids in rip-rap. A splash pad/velocity break will be installed at point where ditch intersects channel 4. Cost of excavation, rip-rap, grout, drive-thru and splash pad will be inclusive to the cost of v-ditch four (4) (see attached specifications and/or plans).
33. Demolish two (2) concrete truck scale access pads and scale house foundation. All reinforcing steel and debris must be properly disposed of with receipts provided to on-site DEP personnel as proof of proper disposal. Broken concrete, free of reinforcing steel, may be used in highwall elimination. Cost of concrete demolition and debris disposal will be inclusive to the cost of structure and debris removal (see attached specifications and/or plans).
34. Remove raw coal stockpile and regrade stockpile area. All black material, including raw coal, shall be encapsulated in prep plant highwall backstack. Regrade stockpile area to sheet flow. Cost of excavation, encapsulation and regrading shall be inclusive to the cost of coal stockpile elimination (see attached specifications and/or plans).
35. Rework existing box cut in existing haulroad. Box cut will be reworked by blasting/cutting highwalls to achieve a one and one quarter foot horizontal to one foot vertical slope (1 ¼'H to 1'V). Road bed through box cut will be raised with spoil material to a height that will cover exposed coal seam in box cut. Road will maintain original width through box cut.
36. Rework access road through box cut by surfacing road to a depth of six inches (6") with one and one half inch (1 ½") limestone crusher run. The cost of stone and placement will be inclusive to the cost of the rework access road (see attached specifications and/or plans).
37. Construct a drive-thru on the existing access road below the box cut at a point designated by on-site DEP personnel. An eighteen inch (18") layer of standard limestone rip-rap choked down with one and one half inch (1 ½") limestone crusher run will be used. Cost of the limestone rip-rap and excavation will be inclusive to the cost of the drive-thru (see attached specifications and/or plans).
38. Eliminate approximately thirty two hundred linear feet (3200LF) of sediment channel and grade to sheet flow from bench. Sediment channel elimination will begin at old scale house foundation and end at permit marker on left side of permit (looking downstream). Remove sediment channel by putting outside berm back to sheet flow. The cost of excavation and grading will be inclusive to the cost of sediment channel removal (see attached specifications and/or plans).
39. Construct approximately one hundred linear feet (100LF) of limestone v-ditch five (5) at the top of the backstack on the left side of the permit area. The ditch will be constructed with standard size limestone rip-rap choked down with one and one half inch (1 ½") limestone crusher run. The cost of the excavation and stone will be inclusive to the cost of v-ditch five (5) (see attached specifications and/or plans).
40. Construct approximately one hundred linear feet (100LF) of limestone v-ditch six (6) at the top right of the backstack on the left side of the permit area. The ditch will be constructed with standard size limestone rip-rap choked down with one and one half inch (1 ½") limestone crusher run. The cost of the excavation and stone will be inclusive to the cost of v-ditch six (6) (see attached specifications and/or plans).
41. Construct approximately four hundred fifty linear feet (450LF) of limestone rip-rap v-ditch seven (7). Ditch will begin at intersection of v-ditched 5 and 6 and will end at the crest of the hollow fill. A drive-thru will be installed at the point where v-ditch 7 intersects the bench access road. The ditch will be constructed with standard size limestone rip-rap choked down with one and one half inch (1 ½") limestone crusher run. The cost of the excavation, drive-thru and stone will be inclusive to the cost of v-ditch seven (7) (see attached specifications and/or plans).

BUYER CB-23		REQ. OR PO NO DEP 13017	16
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION			

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

42. Eliminate approximately one hundred linear feet (100LF) of highwall at left side of v-ditch seven (7), lengthening existing wet mine seal discharge pipe and regrade backstack to a 2H to 1V. Existing wet mine seal pipe will be lengthened to discharge into v-ditch 7. The cost of the excavation, mine seal pipe and regrading will be inclusive to the cost of the highwall elimination (see attached specifications and/or plans).
43. Construct six (6) four foot by four foot (4' x 4') underdrains, total length approximately six hundred linear feet (600 LF), at points as designated by on-site DEP personnel. Underdrains shall be constructed of clean six inch (6") sandstone rip-rap wrapped 360° with non-woven filter fabric with a minimum one foot (1') overlap. A six inch (6") Hancor perforated sur-lok pipe will be installed in the underdrain. Underdrain will discharge into v-ditch 7. The cost of the excavation, pipe, stone and non-woven filter fabric will be inclusive to the cost of the underdrain (see attached specifications and/or plans).
44. Clean existing sump one (1) and install a grouted rip-rap spillway to sump two (2). Sump will be cleaned to a length, width, and depth listed in the attached plans and specifications. Spillway will be constructed using either standard size sandstone or limestone rip-rap. All voids in rip-rap shall have 100% penetration of grout. Spillway to sump 2 will have a drive-thru installed. The cost of the excavation, sump, cleaning, rip-rap, drive-thru and grout will be inclusive to the cost of sump 1 cleaning (see attached specifications and/or plans).
45. Clean existing sump two (2) and install a grouted rip-rap spillway to pond five (5). Sump will be cleaned to a length, width, and depth listed in the attached plans and specifications. Spillway will be constructed using either standard size sandstone or limestone rip-rap. All voids in rip-rap shall have 100% penetration of grout. The cost of the excavation, sump cleaning, rip-rap and grout will be inclusive to the cost of sump 2 cleaning (see attached specifications and/or plans).
46. Clean existing pond five (5) and install a grouted rip-rap spillway to pond one (1). Pond will be cleaned to a length, width, and depth listed in the attached plans and specifications. Spillway will be constructed using either standard sandstone or limestone rip-rap. All voids in rip-rap shall have 100% penetration of grout. The cost of the excavation, pond cleaning, rip-rap and grout will be inclusive to the cost of pond 5 cleaning (see attached specifications and/or plans).
47. Clean existing pond one (1). Pond will be cleaned to a length, width, and depth listed in the attached plans and specifications. Existing pond 1 spillway will be retained. The cost of the excavation and pond cleaning will be inclusive to cost of pond 1 cleaning (see attached specifications and/or plans).
48. Eliminate approximately seventeen hundred seventy linear feet (1770LF) of sediment ditch along the strip bench to the right to pond 1 and pond 5 (looking downstream) and grade to sheet flow. Sediment channel elimination will begin at crest of valley fill on north end of permit area and end at permit marker on right side of permit (looking downstream). Remove sediment channel by pulling outside berm back and grade to sheet flow. The cost of excavation and grading will be inclusive to the cost of sediment channel removal (see attached specifications and/or plans).
49. Eliminate approximately five hundred fifty linear feet (550LF) of sediment ditch along the strip bench to the right of pond 1 and pond 5 (looking downstream) by filling sediment ditch with one foot (1') of number eight (#8) limestone gravel and pulling the outside berm back to sheet flow. Sediment channel elimination will begin at a designated point by on-site DEP personnel and end past v-ditch 11. The cost of excavation, limestone gravel, and grading will inclusive to the cost of alkalinity sediment channel removal (see attached specifications and/or plans).
50. Seal a well head located at the top of the backstack, in a hollow, on the right side of permit area. Hole shall be sealed using pressure grouting. All exposed well casing is to be removed to a minimum of six inches (6") below final grade. Remove and properly dispose of all pipe, valves, and debris. The cost of excavation, grout, debris removal, and regrading will be inclusive to the cost of sealing the well head (see attached specifications and/or plans).
51. Construct approximately five hundred linear feet (500LF) of limestone rip-rap v-ditch eight (8). V-ditch 8 will start at a point designated by on-site DEP personnel and will discharge into existing natural drain/v-ditch 11. V-ditch will be constructed using standard limestone rip-rap choked down with one and one half inch (1 1/2") limestone crusher run. The cost of the excavation and stone will be inclusive to the cost of v-ditch eight (8) (see attached specifications and/or plans).
52. Construct approximately two hundred fifty linear feet (250LF) of limestone rip-rap v-ditch nine(9). V-ditch 9 will start at a point in hollow above v-ditch 8 designated by on-site DEP personnel and will discharge into v-ditch 8. V-ditch will be

BUYER CB-23	REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

constructed using standard limestone rip-rap choked down with one and one half inch (1 ½") limestone crusher run. The cost of the excavation and stone will be inclusive to the cost of v-ditch nine (9) (see attached specifications and/or plans).

53. Construct approximately two hundred linear feet (200LF) of limestone rip-rap v-ditch ten (10). V-ditch 10 will start at wellhead next to the natural drain as designated by on-site DEP personnel and will discharge into v-ditch 8. V-ditch will be constructed using standard limestone rip-rap choked down with one and one half inch (1 ½") limestone crusher run. The cost of the excavation and stone will be inclusive to the cost of v-ditch ten (10) (see attached specifications and/or plans).

54. Construct approximately three hundred fifty linear feet (350LF) of limestone rip-rap v-ditch eleven (11) V-ditch 11 will start at the point where v-ditch 8 discharges into natural stream channel and will end at the toe of the follow fill. V-ditch will be constructed using standard limestone rip-rap choked down with one and one half inch (1 ½") limestone crusher run. The cost of the excavation and stone will be inclusive to the cost of v-ditch eleven (11) (see attached specifications and/or plans).

55. Grade existing wellhead access road to sheet flow and repair/regrade all erosion gullies found on face of fill area. The cost of regrading road and erosion gully elimination will be inclusive to the cost of erosion gully repair (see attached specifications and/or plans).

56. Seal well head located to the south and just above sump 1. Hole shall be sealed using pressure grouting. All exposed well casing is to be removed to a minimum of six inches (6") below the surface of the final grade. Remove and properly dispose of all pipe, valves, and debris. The cost of excavation, grout, debris removal and regrading will be inclusive to the cost of sealing the well head (see attached specifications and/or plans).

57. Apply agricultural lime at a rate of ten (10) tons per acre to all areas where black material has been removed and/or encapsulated with topsoil material and revegetate using standard seed and fertilizer mixture. All other areas will receive agricultural lime at the rate of three (3) tons per acre with the standard seed and fertilizer mixture (see attached specifications and/or plans).

58. Remove all junk and debris from site and dispose of properly.

59. Install approximately ten thousand linear feet (10,000 LF) of sediment control fence as directed by on-site DEP personnel.

60. Existing access roads will be graded and maintained throughout the life of the contract.

61. Construction stakeout will be required for all highwall elimination, pond cleaning, road box cut rework, and for the grading and covering of the exposed refuse pile.

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

David B. McCoy
Registered Professional Engineer WV No. 14375



Date: 10-7-09

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.

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>CHICOPEE COAL CO INC</u> PERMIT NUMBER(S): <u>S-73-85, O-6013-88, U-6018-86</u> and <u>O-6021-89</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
<u>WATER QUALITY ABATEMENT</u>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ _____
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	LUMP SUM	\$ _____
4.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5%of total bid for this permit)	LUMP SUM	\$ _____
5.0	<u>REVEGETATION</u>			
5.1	150 ACRES	<u>AGRICULTURAL LIME</u>	\$ _____ PER ACRE	\$ _____
5.2	150 ACRES	<u>FERTILIZER</u>	\$ _____ PER ACRE	\$ _____
5.3	150 ACRES	<u>MULCH</u>	\$ _____ PER ACRE	\$ _____
5.4	150 ACRES	<u>VEGETATIVE SPECIES</u>	\$ _____ PER ACRE	\$ _____
6.0	<u>10,000 LF</u>	<u>SEDIMENT CONTROL STRUCTURES</u> (Maximum bid of \$5.00/LF of silt fence and hay bale material used on site.)	\$ _____ PER LF	\$ _____
7.0	<u>2500 TONS</u>	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ _____ PER TON	\$ _____
8.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
9.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ _____

BUYER CB-23	REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	
PERMIT NUMBER: <u>S-73-85</u>					
10.0	7,900 LF	<u>ELIMINATE BENCH SEDIMENT CHANNELS</u>	\$ _____ PER LF	\$ _____	
11.0	110 LF	<u>LIMESTONE V-DITCH NUMBER FIVE (#5)</u>	\$ _____ PER LF	\$ _____	
12.0	110 LF	<u>LIMESTONE V-DITCH NUMBER SIX (#6)</u>	\$ _____ PER LF	\$ _____	
13.0	500 LF	<u>LIMESTONE V-DITCH NUMBER SEVEN (#7)</u>	\$ _____ PER LF	\$ _____	
14.0	550 LF	<u>LIMESTONE V-DITCH NUMBER EIGHT (#8)</u>	\$ _____ PER LF	\$ _____	
15.0	300 LF	<u>LIMESTONE V-DITCH NUMBER NINE (#9)</u>	\$ _____ PER LF	\$ _____	
16.0	220 LF	<u>LIMESTONE V-DITCH NUMBER TEN (#10)</u>	\$ _____ PER LF	\$ _____	
17.0	400 LF	<u>LIMESTONE V-DITCH NUMBER ELEVEN (#11)</u>	\$ _____ PER LF	\$ _____	
18.0	1 EACH	<u>WELL HEAD / BORE HOLE SEAL</u>	\$ _____ EACH	\$ _____	
19.0	660 LF	<u>SIX (6) UNDERDRAINS</u>	\$ _____ PER LF	\$ _____	
20.0	LUMP SUM	<u>EROSION GULLY REPAIR</u>	LUMP SUM	\$ _____	
21.0	600 LF	<u>BENCH SEDIMENT CHANNEL ELIMINATION with LIMESTONE ADDITION</u>	\$ _____ PER LF	\$ _____	
				TOTAL	\$ _____
PERMIT NUMBER: <u>O-6013-88</u>					
22.0	LUMP SUM	<u>REGRADE and COVER REFUSE PILE</u>	LUMP SUM	\$ _____	
23.0	2,900 LF	<u>GROUTED RIP-RAP CHANNEL NUMBER ONE (#1)</u>	\$ _____ PER LF	\$ _____	

BUYER CB-23	REQ. OR PO N ^o DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
25.0	325 LF	<u>LIMESTONE RIP-RAP CHANNEL NUMBER THREE (#3)</u>	\$ _____ PER LF	\$ _____
26.0	900 LF	<u>REWORK EXISTING GROIN DITCH</u>	\$ _____ PER LF	\$ _____
27.0	330 LF	<u>GROUTED V-DITCH NUMBER ONE(#1)</u>	\$ _____ PER LF	\$ _____
28.0	1,900 LF	<u>LIMESTONE RIP-RAP CHANNEL NUMBER FOUR (#4)</u>	\$ _____ PER LF	\$ _____
29.0	550 LF	<u>LIMESTONE CHANNEL SIX (6)</u>	\$ _____ PER LF	\$ _____
30.0	110 LF	<u>LIMESTONE V-DITCH THREE (3)</u>	\$ _____ PER LF	\$ _____
31.0	5000 LF	<u>GROUTED RIP-RAP CHANNEL NUMBER TWO (#2)</u>	\$ _____ PER LF	\$ _____
32.0	660 LF	<u>GROUTED RIP-RAP V-DITCH NUMBER FOUR (#4)</u>	\$ _____ PER LF	\$ _____
33.0	LUMP SUM	<u>ALKALINITY CELL ONE (1)</u>	LUMP SUM	\$ _____
34.0	300 LF	<u>UNDERDRAIN FROM REFUSE TO ALKALINITY CELL</u>	\$ _____ PER LF	\$ _____
35.0	LUMP SUM	<u>CLEAN POND ONE (1)</u>	LUMP SUM	\$ _____
36.0	LUMP SUM	<u>CLEAN POND FOUR (4)</u>	LUMP SUM	\$ _____
37.0	LUMP SUM	<u>CLEAN POND FIVE (5)</u>	LUMP SUM	\$ _____
38.0	LUMP SUM	<u>CLEAN POND SIX (6)</u>	LUMP SUM	\$ _____
39.0	LUMP SUM	<u>CLEAN SUMP ONE (1)</u>	LUMP SUM	\$ _____
40.0	LUMP SUM	<u>CLEAN SUMP TWO (2)</u>	LUMP SUM	\$ _____
41.0	5 EACH	<u>ELIMINATE PONDS</u>	\$ _____ PER EACH	\$ _____
42.0	5 EACH	<u>INSTALL MINE SEALS</u>	\$ _____ PER EACH	\$ _____
43.0	LUMP SUM	<u>ELIMINATE HIGHWALL</u>	LUMP SUM	\$ _____
44.0	LUMP SUM	<u>ELIMINATE COAL STOCKPILE</u>	LUMP SUM	\$ _____
45.0	LUMP SUM	<u>REWORK ROAD BOXCUT</u>	LUMP SUM	\$ _____
46.0	LUMP SUM	<u>REWORK ACCESS ROAD</u>	LUMP SUM	\$ _____

BUYER CB-23	REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
47.0	LUMP SUM	<u>ACCESS ROAD DRIVE-THRU</u>	LUMP SUM	\$ _____
48.0	LUMP SUM	<u>COVER BARE AREAS ON EXISTING REFUSE AREA</u>	LUMP SUM	\$ _____
			TOTAL	\$ _____
		PERMIT NUMBER: <u>U-6018-86</u>		
49.0	600 LF	<u>GROUTED RIP-RAP V-DITCH NUMBER TWO (#2)</u>	\$ _____ PER LF	\$ _____
			TOTAL	\$ _____
		PERMIT NUMBER: <u>O-6021-89</u>		
50.0	500 LF	<u>CONSTRUCT LIMESTONE RIP-RAP CHANNEL NUMBER FIVE (#5)</u>	\$ _____ PER LF	\$ _____
			TOTAL	\$ _____
		PERMIT S-73-85 TOTAL		\$ _____
		PERMIT O-6013-88 TOTAL		\$ _____
		PERMIT U-6018-86 TOTAL		\$ _____
		PERMIT O-6021-89 TOTAL		\$ _____
		TOTAL FOR ALL PERMITS		\$ _____

BUYER CB-23		REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION/DEMOBILIZATION/PROJECT SIGN PROJECT SIGN

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

MOBILIZATION

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

DEMOBILIZATION

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

PAYMENT

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

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

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

3.0, 45.0, 46.0 HAULROAD/ACCESS ROAD UPGRADE

The contractor shall maintain and/or construct haulroad/access road(s) during the reclamation process to provide access on a well drained surface. Plan to upgrade the existing access road to the specifications and details as indicated in the Upgrade Access Road drawing. The access road 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. Upon completion of all reclamation activities, a final 3 inch layer of 1 1/2 crusher run limestone shall be placed on the roadway. Roads which are below the project shall be guarded against rolling rock and removal of rocks done as necessary. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item.

7.0 INCIDENTAL #1 STONE FOR ROAD UPGRADE

During construction of culvert installations, roadway ditch improvements, and reshaping of the roadway, areas may need additional base layer stone. After any necessary re-compaction and re-grading work on roadways has been performed by the contractor, a six (6) inch layer of #1 limestone (3.5" to 1.5" size) shall be placed as needed. This stone shall be graded and tracked in with a dozer or other equipment to achieve a compacted base for the final top layer of 1 1/2 inch crusher run limestone (separate bid item). Payment shall be paid per ton of stone applied by weight ticket and will be made at completion of all work and acceptance by DEP.

BUYER CB-23		REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

45.0 CONSTRUCT NEW HAULROAD/ACCESS ROAD

Accompanying plans show the details of the construction of the road. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work.

SITE PREPARATION

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

ROAD CONSTRUCTION

Suitable foundation material shall then be placed in compacted layers not to exceed six (6) inches in thickness to obtain the desired grade and alignment. Compaction equipment is to be approved by DEP on site representative. Filter Fabric (Tyvar 3401, Mirafi 500X, or equivalent) shall be placed over the completed foundation and covered with a six (6) inch minimum layer of No. 1 limestone (3½ to 1½ inches). The No. 1 stone shall then be covered with 1½ inch crusher run limestone so that the surface is choked off and a three (3) inch minimum layer remains on top. The completed road shall have a minimum width of twelve (12) feet and the surface shall be crowned and sloped to both sides a minimum of 24-horizontal to 1 vertical. Any fill sections, if used, shall not impound water. The total length of roadside ditch shall be along the entire length of the road. A roadside drainage ditch shall be established along the hillside of the road, and shall be free draining to any culverts crossing under the road. The ditch shall be vegetated and constructed as indicated in the New Access Road drawing.

4.0 CONSTRUCTION STAKEOUT

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

A. MATERIALS

Wooden stakes and other marking materials as described herein.

B. CONSTRUCTION METHODS

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

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

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

BUYER CB-23	REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

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

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

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

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

5.0 REVEGETATION

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

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

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

5.1 AGRICULTURAL LIME

Unless otherwise specified, all lime used shall be registered with the West Virginia Department of Agriculture, have an 85% minimum calcium carbonate equivalent, and meet the fineness classification no larger than that for ground lime. The following fineness classifications or combinations of lime are acceptable:
Pulverized - 100% passing a U.S. Standard 20 mesh sieve

BUYER CB-23		REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

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

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

Lime shall be applied at 3 ton/acre.

5.2 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.

5.3 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

5.4 VEGETATIVE SPECIES

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

VEGETATIVE SPECIES ¹	RATE/ACRE ¹
Orchard Grass	@ 30 lbs/acre
Birdsfoot Trefoil ²	@ 15 lbs/acre
Red Top	@ 10 lbs/acre
KY 31 Fescue	@ 10 lbs/acre
Perennial Ryegrass	@ 10 lbs/acre
Alsike Clover ²	@ 5 lbs/acre
Black Locust ³	@ 1 lbs/acre
Bicolor Lespedeza ⁴	@ ¼ 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. This species to be utilized only for wildlife post-mining land projects.

NORTH MIX

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

BUYER CB-23		REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

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

6.0 SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE

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

1. Silt fence shall be utilized on perimeter barriers and shall be properly removed after permanent vegetation has been established. See attached drawing for further details.
2. For slope stability, place bales on the contour; at the top of cuts; and at the toe of slopes. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
3. Bales shall be securely anchored in place by stakes or rebars driven through the bales. Rebar to be removed at the direction of DEP. The first stake in each bale shall be driven toward previously laid bale to force the bales together.
4. Construction of sediment control sumps before culvert inlets and/or rock check dams in ditch lines may become necessary to supplement the silt fence and hay bale dikes. These items shall be installed upon request of the DEP onsite representative. Sumps and rock check dams shall be incidental to this bid item.

8.0 UTILITIES

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

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, Water Tank, Grease Drums, Pipe or Conduit is to be dismantled, removed and properly disposed of off site and according to state, local, and federal requirements.

10.0, 20.0, 21.0, 22.0, 41.0, 43.0, 44.0, 48.0 REGRADING AND TOPSOILING

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

BUYER CB-23		REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

11.0, 12.0, 13.0, 14.0, 15.0, 16.0, 17.0, 25.0, 26.0, 28.0, 29.0, 30.0, 50.0 OPEN LIMESTONE CHANNEL

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

11.0, 12.0, 13.0, 14.0, 15.0, 16.0, 17.0, 25.0, 26.0, 28.0, 29.0, 30.0, 50.0 RIPRAP DITCH OR CHANNEL

Provide all materials, excavate and construct ditch or channel as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Channels and ditches shall be free draining upon completion of construction. Length of channel may be adjusted to meet on site conditions. (See riprap specifications) R-5 limestone riprap shall be used at a thickness of 1 ½ feet.

18.0 BOREHOLE SEALING

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

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

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

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

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

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

Concrete shall be Class D or equivalent.

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

Concrete Placement: All filling will require use of a pump and tremie tube. The filling material will have to be

BUYER CB-23		REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

staged, based on the subsurface conditions encountered, and as directed by the on-site DEP inspector.

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

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

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

19.0, 34.0 UNDERDRAIN

Collection underdrains shall be constructed to collect all seep water for conveyance to the treatment sites. The collection underdrain shall be 4 ft. X 4 ft. in cross-section. Stone for the underdrain shall be non-calcareous with a size of 3" to 6" in diameter. The drain shall be wrapped with filter fabric (TYPAR 3401 or equivalent). Filter fabric may be omitted from areas where the seepage enters the underdrain if approved by the DEP on site representative. A 12" (OR 6") perforated SDR-35 PVC pipe shall extend the length of the underdrain and connect to solid pipe. The solid pipe shall daylight to the V-ditch leading into the collection pond. An animal guard shall be installed on the exit of the pipe. The perforated end of the 12" (OR 6") pipe seep collector shall extend to the surface as a clean-out and may be reduced to 6" diameter pipe with a cap.

Cover the underdrain with a minimum of 1 ft. of material and grade the surface so it is well drained. Material on the downslope side of the drain shall be impervious to prevent leakage from the underdrain to the surface. Provide all fittings necessary for installation. Refer to the attached drawing for further details. All materials specified above and on the attached drawing shall be incidental to this bid item. Payment for each underdrain is for complete installation and verified by DEP with photo.

19.0, 34.0, 45.0, 46.0 ENGINEERING FABRIC

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

Engineering Fabric for Subsurface Drainage and Separation:

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

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

BUYER CB-23		REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

1. All numerical values represent minimum average roll values (i.e., any roll in a lot shall meet or exceed the minimum value in the table)
2. No greater opening than a #50 U.S. Sieve.
3. Minimum in weakest principal direction.
4. Tension testing machine with ring clamp, steel ball replaced with 5/16 inch diameter solid steel cylinder with either a flat or hemispherical tip centered within the ring clamp.

23.0, 24.0, 27.0, 31.0, 32.0, 49.0 GROUTED RIPRAP DITCH

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

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

33.0 OPEN LIMESTONE ALKALINITY CELLS

Provide all materials, excavate and construct Cells as indicated on the attached typical plans, cross sections, specifications, and as discussed at the Pre-Bid showing. Limestone number eight (#8) and number fifty seven (#57) gravel is to be used on the floor of the cells and standard limestone rip-rap is to be used for construction of the check dams. Length and width of the cells will be determined by site conditions and DEP representative on-site (see attached specifications and/or plans).

35.0, 36.0, 37.0, 38.0, 39.0, 40.0 CLEAN OUT CONSTRUCTED WATER TREATMENT STRUCTURES

Ponds shall be constructed as per attached detailed plans. Ponds shall have compacted dikes which will be constructed in two foot (2') maximum lifts for optimum compaction. Compaction shall be achieved by tracking with a D-6 or larger dozer. Dikes constructed with loosely stacked material to final height and then tracked will not be accepted. This item will be a one-time payment. Cleanout and maintenance, during the life of the contract, shall be conducted by the contractor at no expense to DEP (see attached specifications and/or plans).

42.0 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.

Cover the underdrain with a minimum of 1 ft. of material and grade the surface so it is well drained. Material on the downslope side of the drain shall be impervious to prevent leakage from the underdrain to the surface. Provide all fittings necessary for installation. Refer to the attached drawing for further details. All materials specified above and on the attached drawing shall be incidental to this bid item. Payment for each underdrain is for complete installation and verified by DEP with photos.

43.0 BACKFILLING

Areas of this project subject to backfilling to achieve the post-mining land-use shall: be accomplished in a continuous concurrent manner on all surface disturbances within the original permit and associated disturbed areas as existing at bid showing; be filled by mechanical methods to eliminate highwall and rock outcropping, to produce slopes of consistent lines and of the approximate original contour; be free of protruding rock and debris; be

BUYER CB-23		REQ. OR PO NO DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

BID PREPARATION INFORMATION

HISTORICAL INFORMATION

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

EXAMINATION OF BID PACKAGE AND SITE OF WORK

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

PREBID CONFERENCE

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

VIDEO

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

INTENT OF CONTRACT

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

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

BUYER CB-23		REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

GENERAL PERFORMANCE STANDARDS

INTRODUCTION

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

BACKFILLING

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

BLASTING

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

LIFE OF CONTRACT

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

WORK PERFORMANCE PERIOD

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

NOTICE TO PROCEED

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

PRE-CONSTRUCTION CONFERENCE

The Contractor in possession of the awarded purchase order shall schedule a Pre-Construction Conference on

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

the site within ten (10) days after receiving the Notice To Proceed. The Contractor's foreman or the on-the-ground supervisor must be in attendance.

GENERAL SUPERVISION

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

CONTRACTOR RESPONSIBILITY

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

LAWS TO BE OBSERVED

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

PERMITS, LICENSES AND TAXES

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

CONCURRENT RECLAMATION

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

WATER QUALITY CONTROL

Shall commence with initial start-up of the project and remain in effect for the extent of the backfilling, regrading and revegetation activity. DEP obtains a storm water permit for each project from the Water Resources Division. (General Water Pollution Control Permit WVO115924) The Contractor is responsible for performing the best management practices. Adequate facilities shall be installed, operated and maintained using the best management practices of the U.S. Environmental Protection Agency's Non-Point Source (NPS) Program for sediment control during the active reclamation. The contractor shall take any and all steps necessary to prevent erosion or silting problems from occurring and to minimize pollution or sedimentation of the stream. If any such problems develop, the contractor shall be responsible to take immediate corrective action. No separate payment for this work will be honored. All impounded waters which require removal during reclamation, shall be pumped with 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.

BUYER CB-23	REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

DIFFERING SITE CONDITIONS

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

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

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

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

HANDLING AND STORAGE OF MATERIALS

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

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

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

MAINTENANCE DURING CONSTRUCTION

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

FINAL INSPECTION

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

ACREAGE QUANTITIES

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

PAYMENT

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

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

BUYER CB-23		REQ. OR PO NO. ³⁴ DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

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.

FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

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

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

REVEGETATION AND WARRANTY

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

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

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

CONTRACT NON-COMPLIANCE

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

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

BUYER CB-23		REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

performance of work under the Contract is terminated and the date upon which such termination becomes effective.

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

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

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

General Requirements

Project Construction Sign

Work Required

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

Materials

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

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

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

Execution

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

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

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

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

BUYER CB-23	REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



Joe Manchin, III,
Governor



Randy C Huffman,
Cabinet Secretary



Ken Ellison,
Director

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

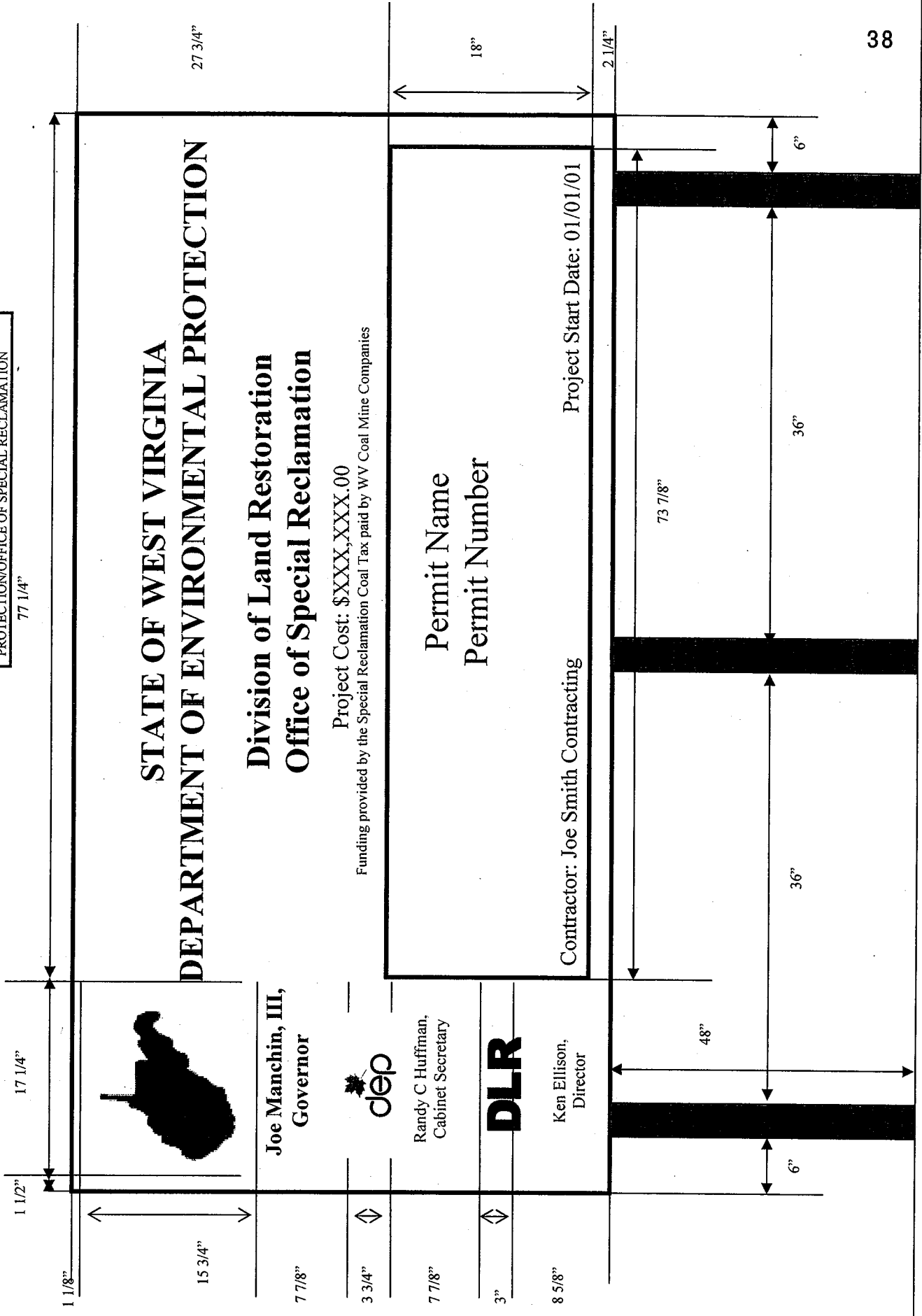
**Division of Land Restoration
Office of Special Reclamation**

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

Permit Name Permit Number	Project Start Date: 01/01/01
----------------------------------	------------------------------

Contractor: Joe Smith Contracting

BUYER CB-23	REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION 77 1/4"	



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

Joe Manchin, III,
Governor



Randy C Huffman,
Cabinet Secretary



Ken Ellison,
Director

BUYER CB-23	REQ. OR PO NO. DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

96"



Joe Manchin, III,
Governor

48"



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


5 1/2"

7 7/8"

9 3/8"

81 3/8"

BUYER CB-23	REQ. OR PO NO. DEP13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



Joe Manchin, III,
Governor

dep

Randy C. Huffman,
Cabinet Secretary

DLR

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

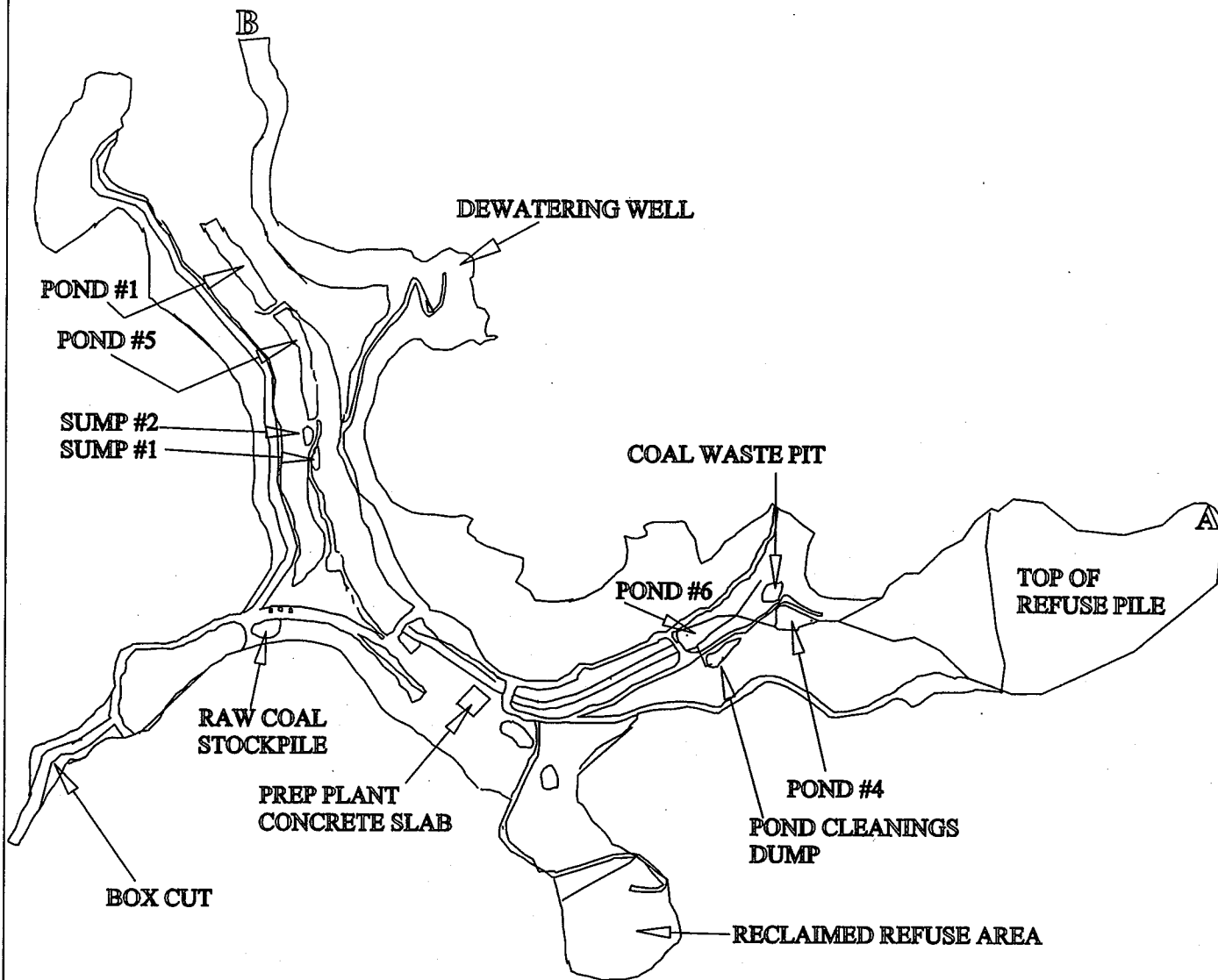
Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 □-6013-88, U-6018-86, □-6021-89, S-73-85
 SEPARATION OF SITE DETAILS

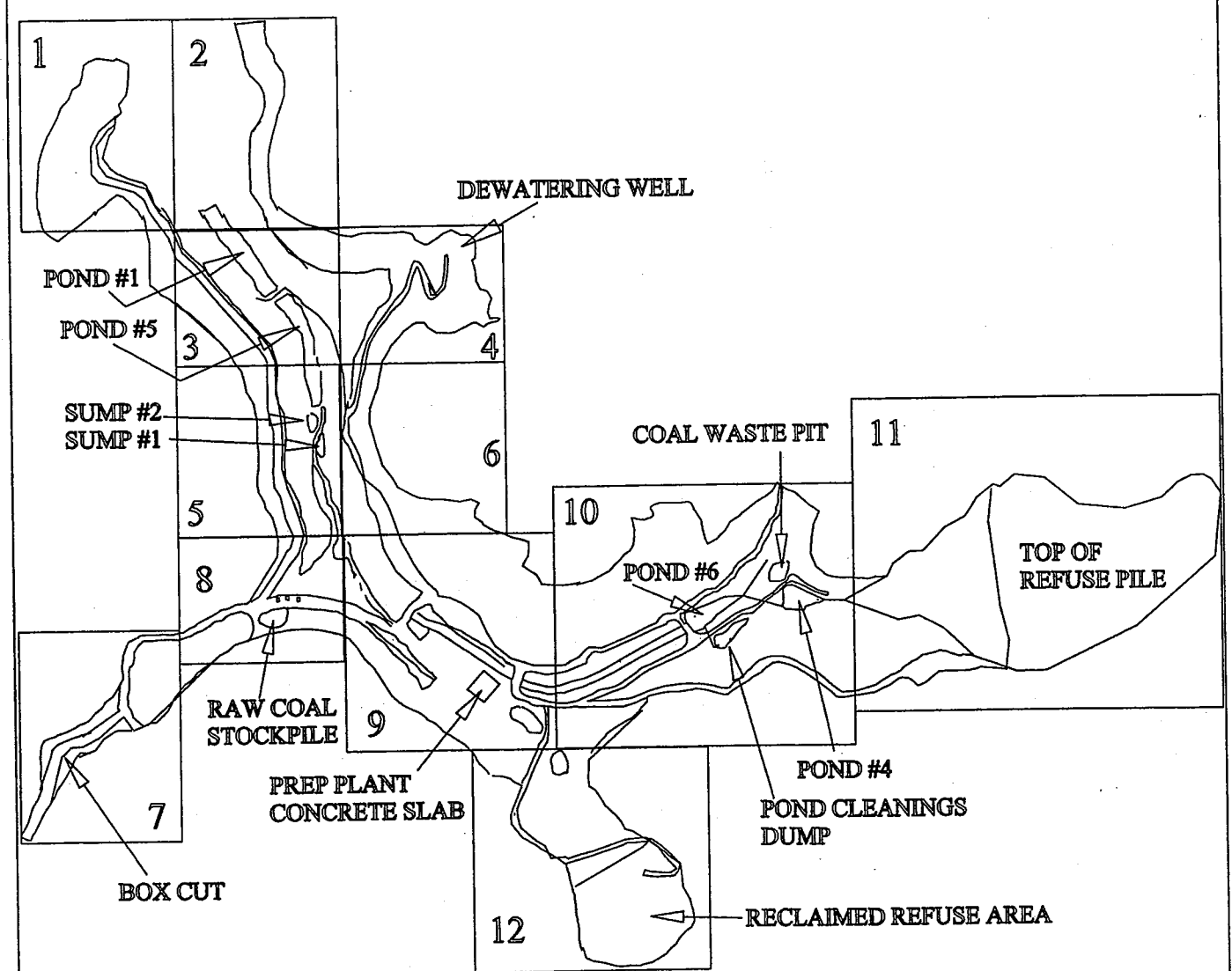


OFFICE OF SPECIAL RECLAMATION	
SEPARATION OF SITE DETAILS EXISTING CONDITIONS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 □-6013-88, U-6018-86, □-6021-89, S-73-85
 SEPARATION OF SITE DETAILS



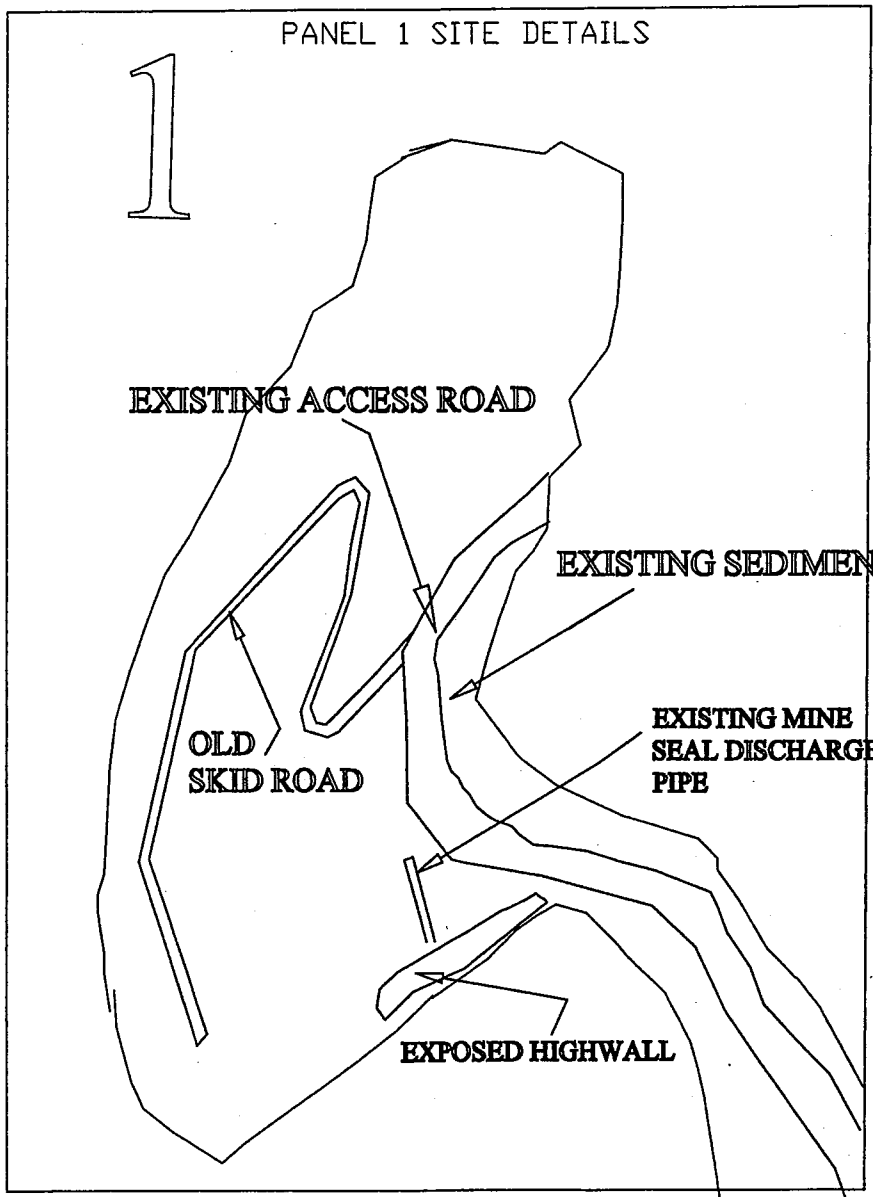
OFFICE OF SPECIAL RECLAMATION	
SEPARATION OF SITE DETAILS SITE PLAN	
SCALE: NOT TO SCALE	DRAWN BY:
DATE: □-6013-88, U-6018-86, □-6021-89, S-73-85	PROJECT NO:

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

BUYER CB-23	REQ. OR PD NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
S-73-85

PANEL 1 SITE DETAILS

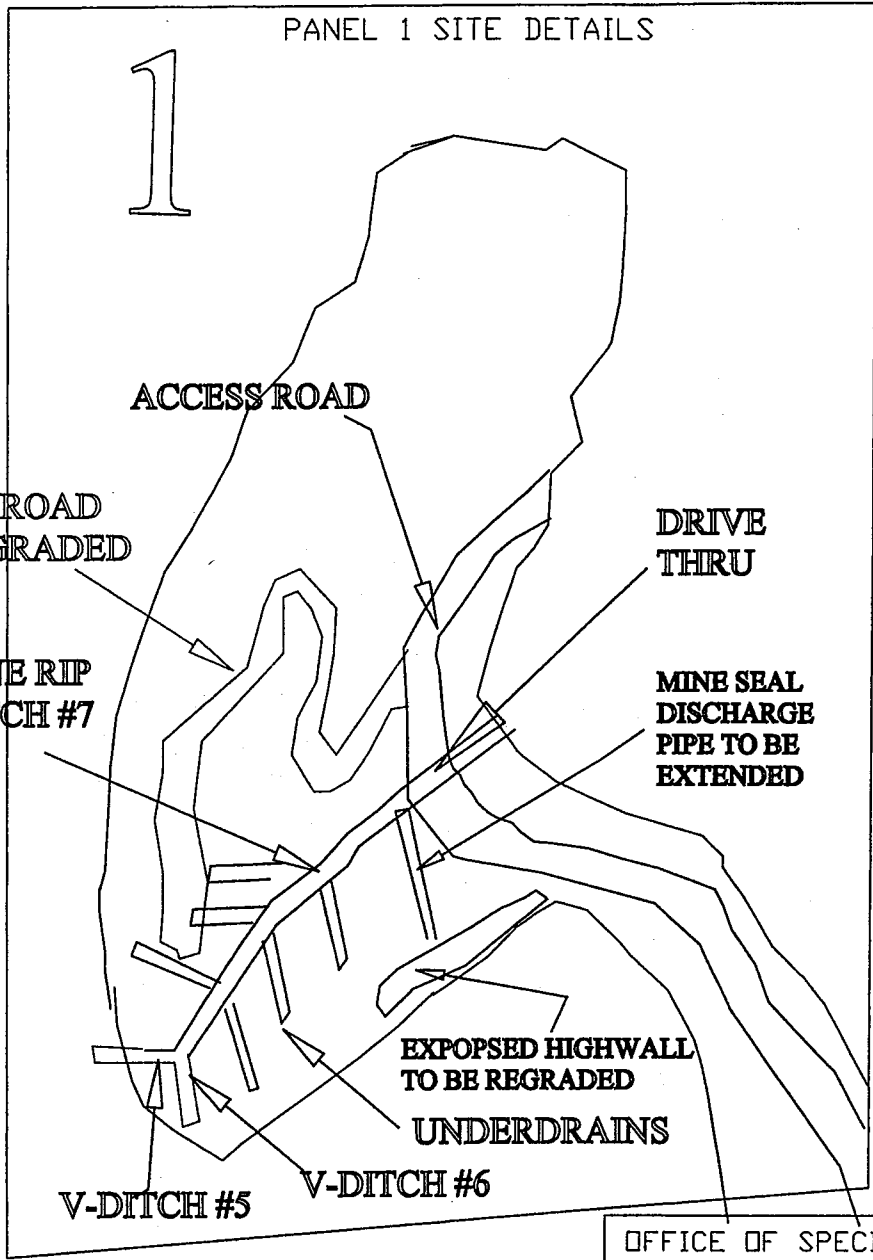


OFFICE OF SPECIAL RECLAMATION	
PANEL 1 SITE DETAILS EXISTING SITE	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: S-73-85

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO., INC.
 S-73-85
 PANEL 1 SITE DETAILS

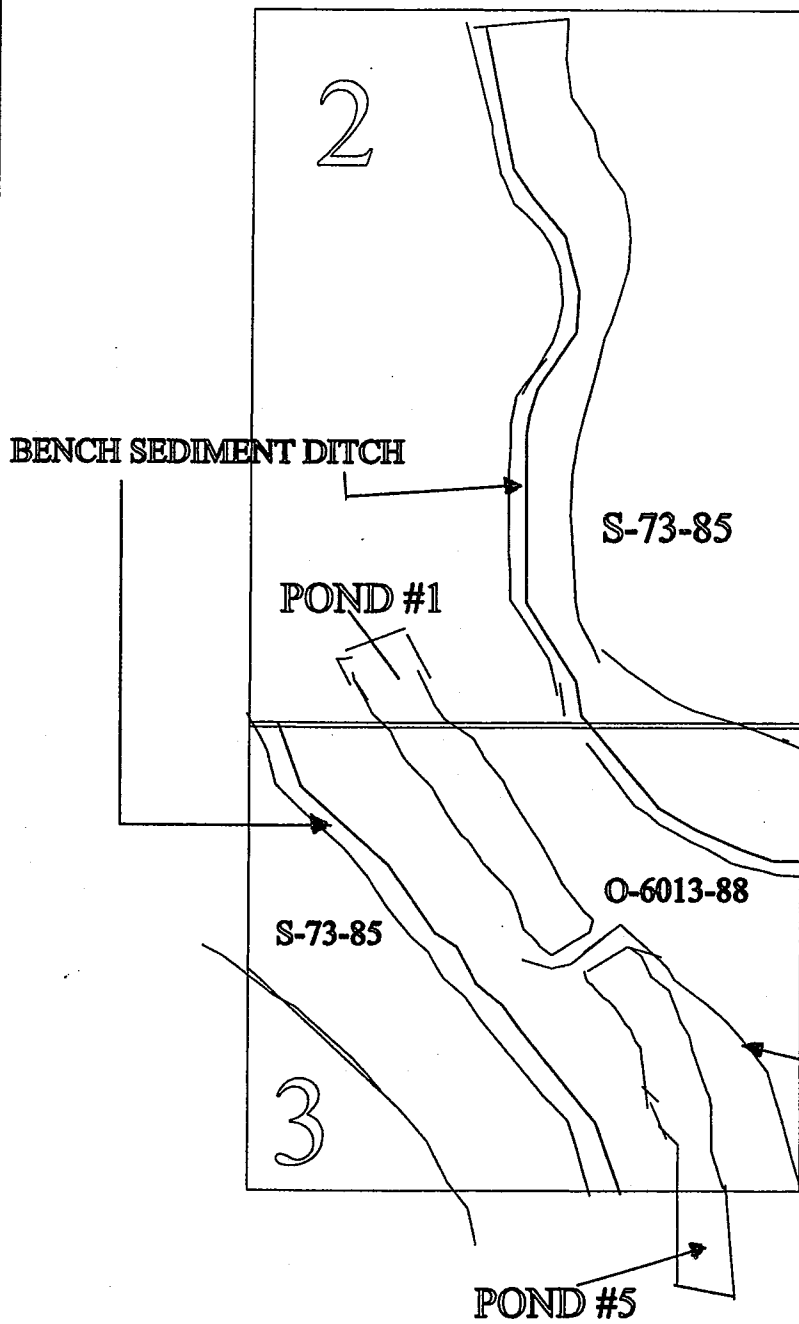


OFFICE OF SPECIAL RECLAMATION	
PANEL 1 SITE DETAILS SITE PLAN	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: S-73-85

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 □-6013-88, S-73-85
 PANELS 2 and 3 SITE DETAILS



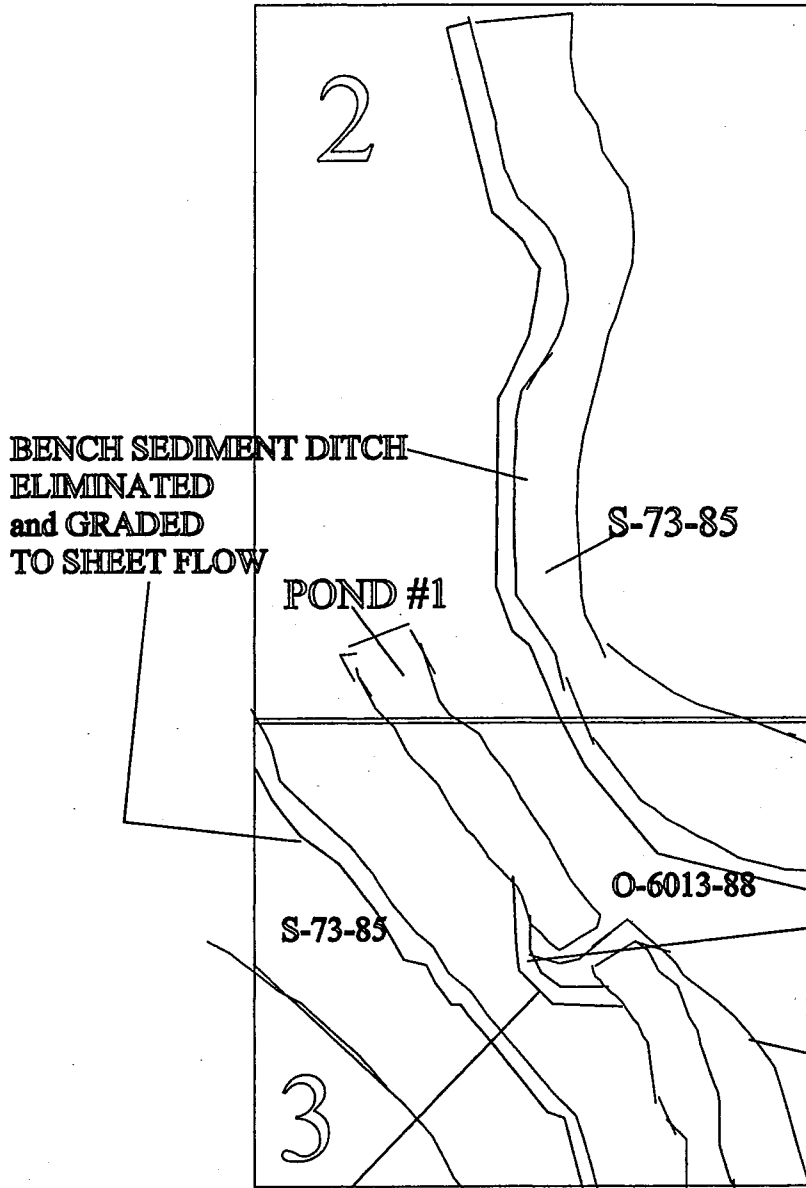
NOTE: PONDS #1 and #5
 are to be **CLEANED**
 TO SPECIFIED
 WIDTHS and DEPTHS
 SPILLWAY is to
 be **CONSTRUCTED**
 FROM POND #5 to
 POND #1

OFFICE OF SPECIAL RECLAMATION	
PANELS 2 and 3 SITE DETAILS EXISTING SITE	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: □-6013-88, S-73-85

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

BUYER CB-23	REQ. OR PD NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 O-6013-88, S-73-85
 PANELS 2 and 3 SITE DETAILS



**NOTE: PONDS #1 and #5
 CLEANED
 TO SPECIFIED
 WIDTHS and DEPTHS.
 SPILLWAY
 CONSTRUCTED
 FROM POND #5 to
 POND #1. ACCESS ROAD
 LEFT INTACT**

**SPILLWAY FROM
 POND #5 TO POND #1**

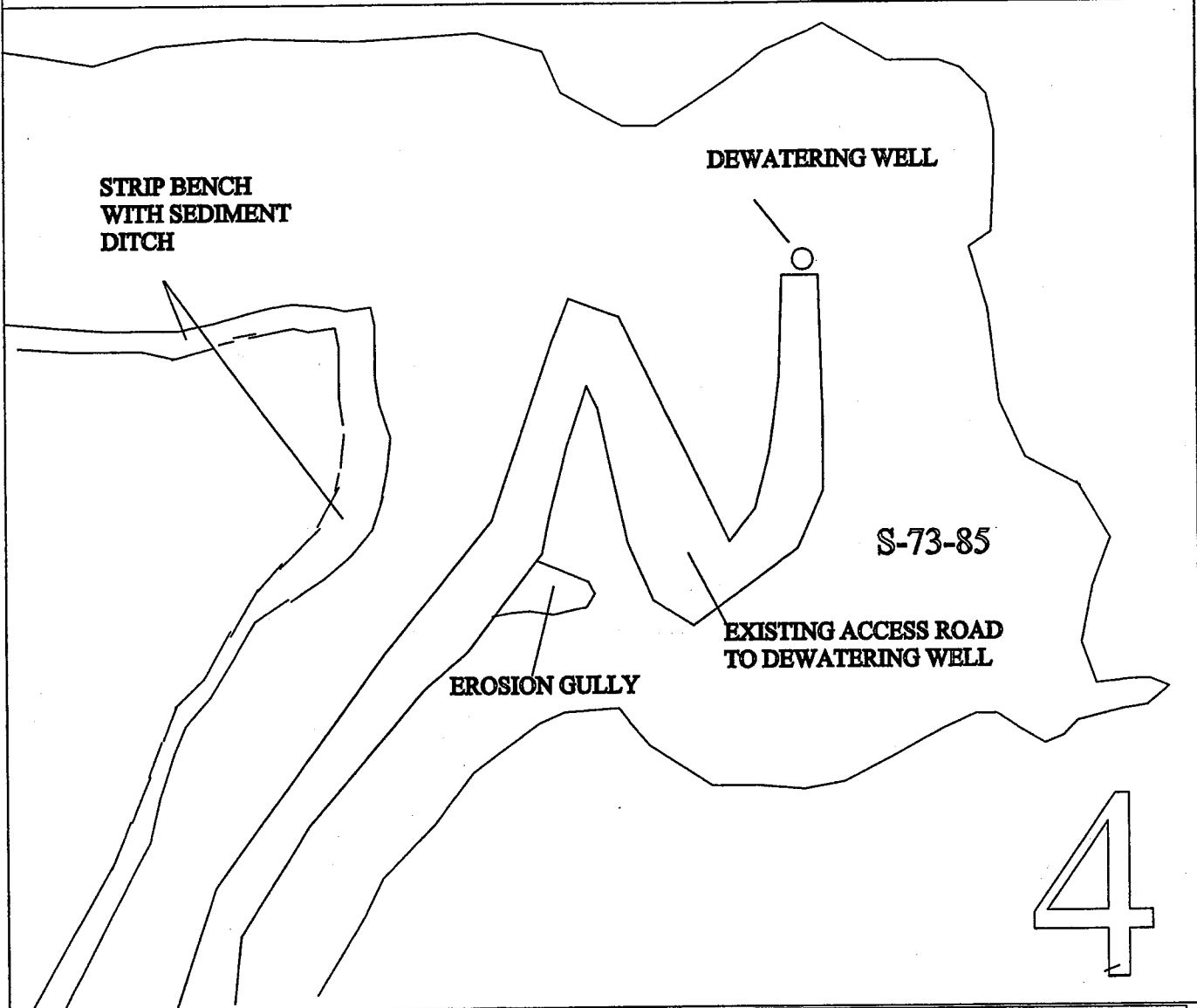
POND #5

OFFICE OF SPECIAL RECLAMATION	
PANELS 2 and 3 SITE DETAILS EXISTING SITE	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88, S-73-85

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
S-73-85
SEPARATION OF SITE DETAILS

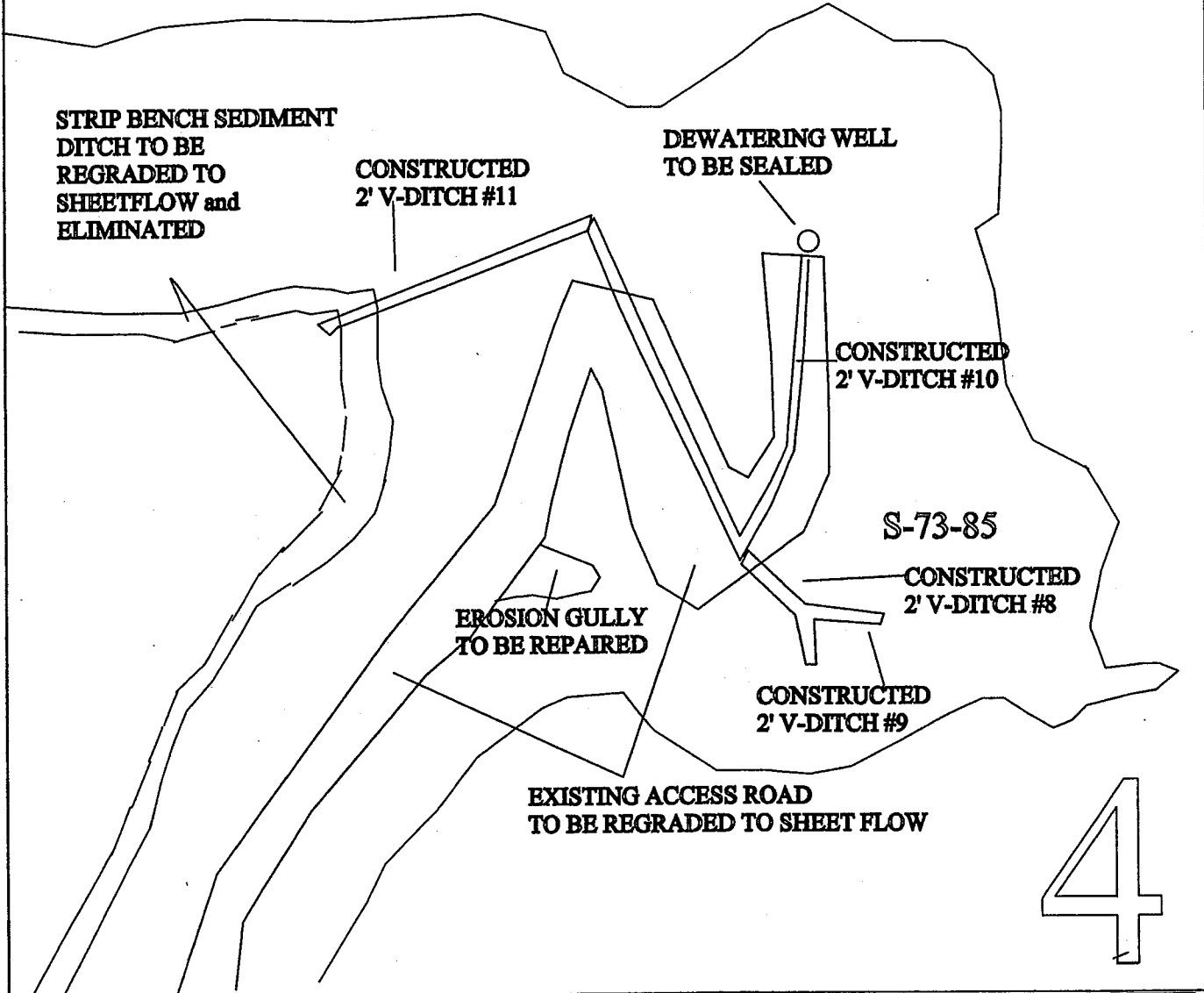


OFFICE OF SPECIAL RECLAMATION	
PANEL 4 DETAILS EXISTING CONDITIONS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: S-73-85

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 S-73-85
 SEPARATION OF SITE DETAILS

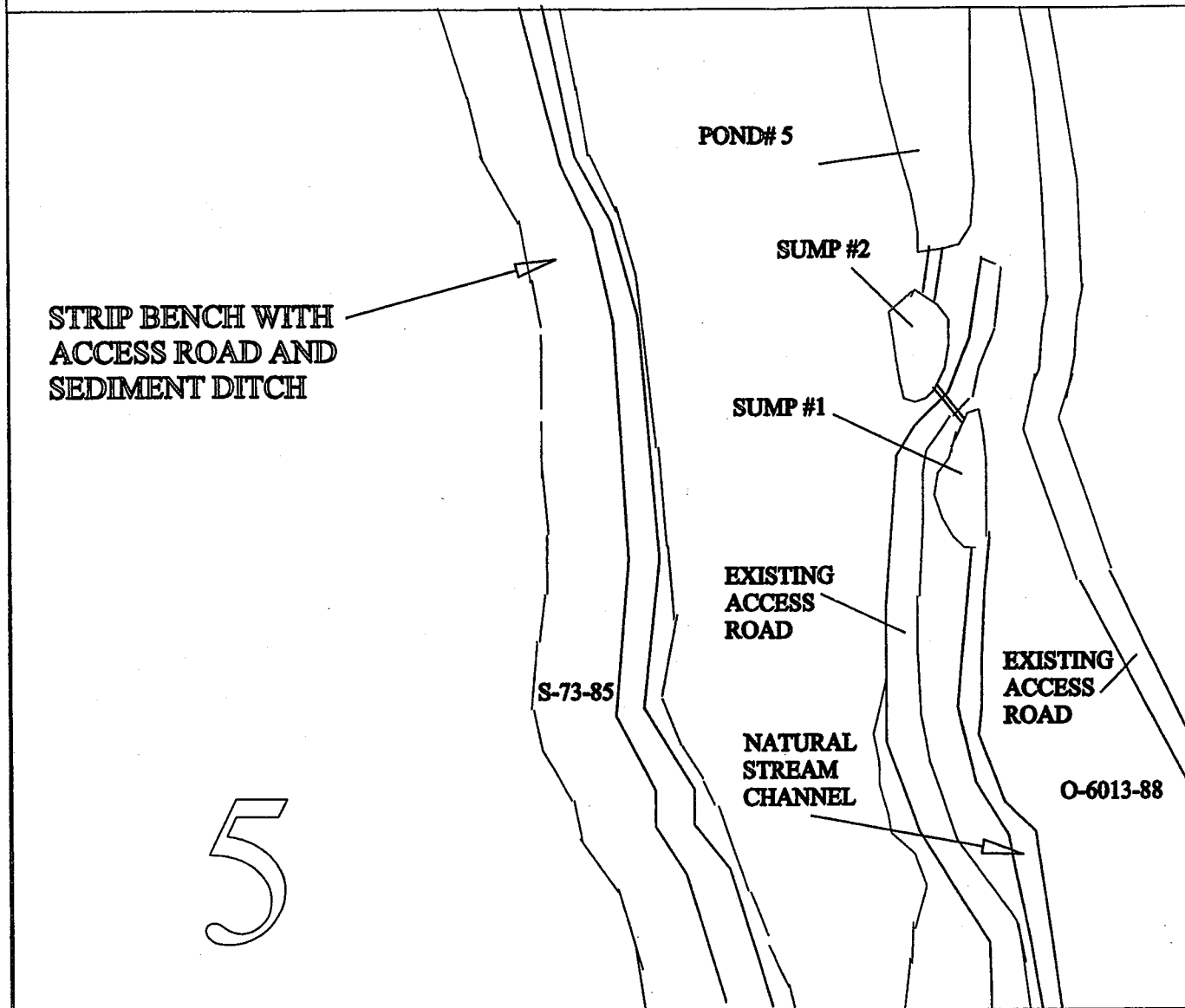


OFFICE OF SPECIAL RECLAMATION	
PANEL 4 DETAILS EXISTING CONDITIONS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: S-73-85

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

BUYER CB-23	REQ. OR PD NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 S-73-85, O-6013-88
 SEPARATION OF SITE DETAILS

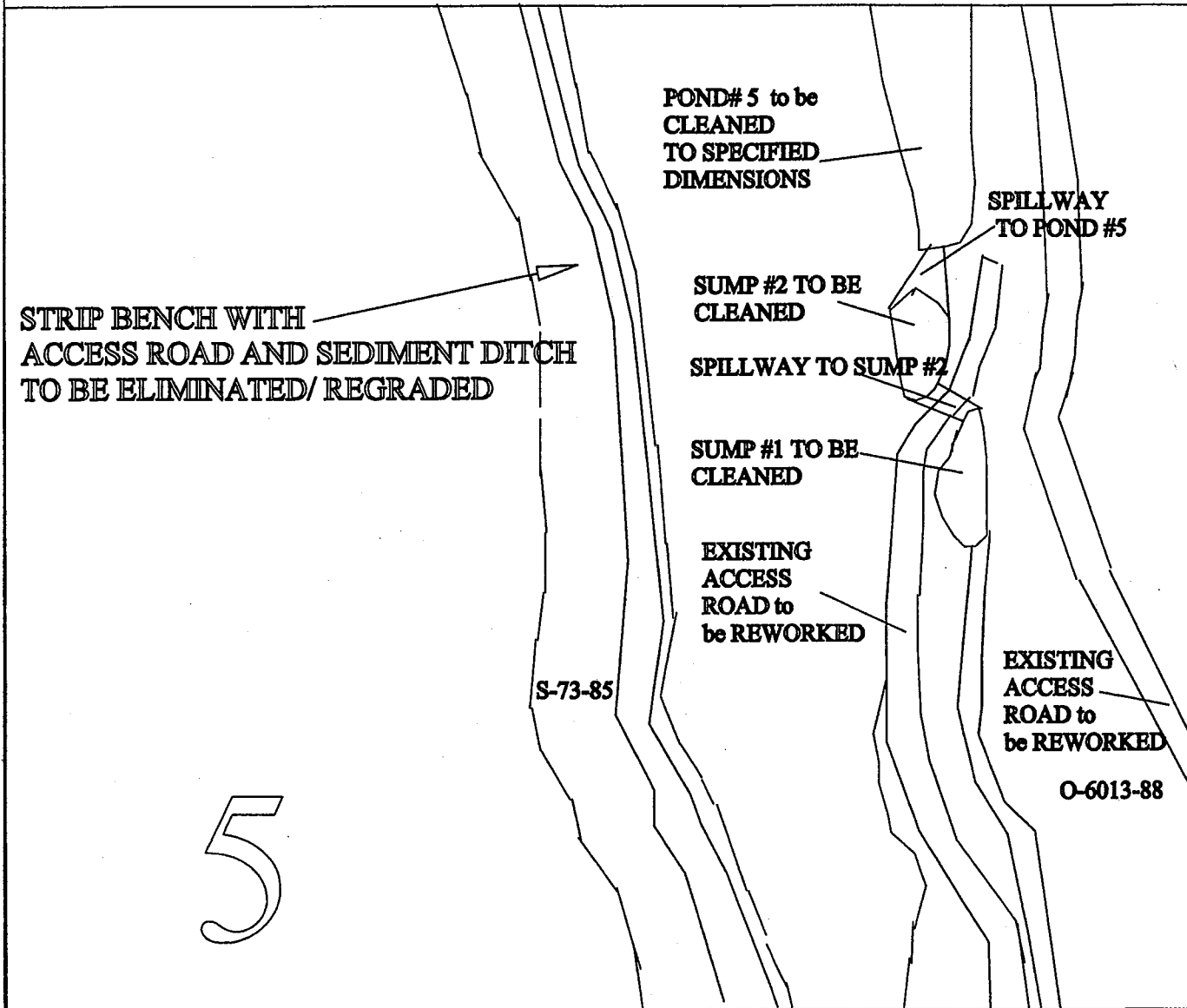


OFFICE OF SPECIAL RECLAMATION	
PANEL 5 DETAILS EXISTING CONDITIONS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: S-73-85, O-6013-88

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

BUYER CB-23	REQ. DR PD NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO., INC.
 S-73-85, O-6013-88
 SEPARATION OF SITE DETAILS

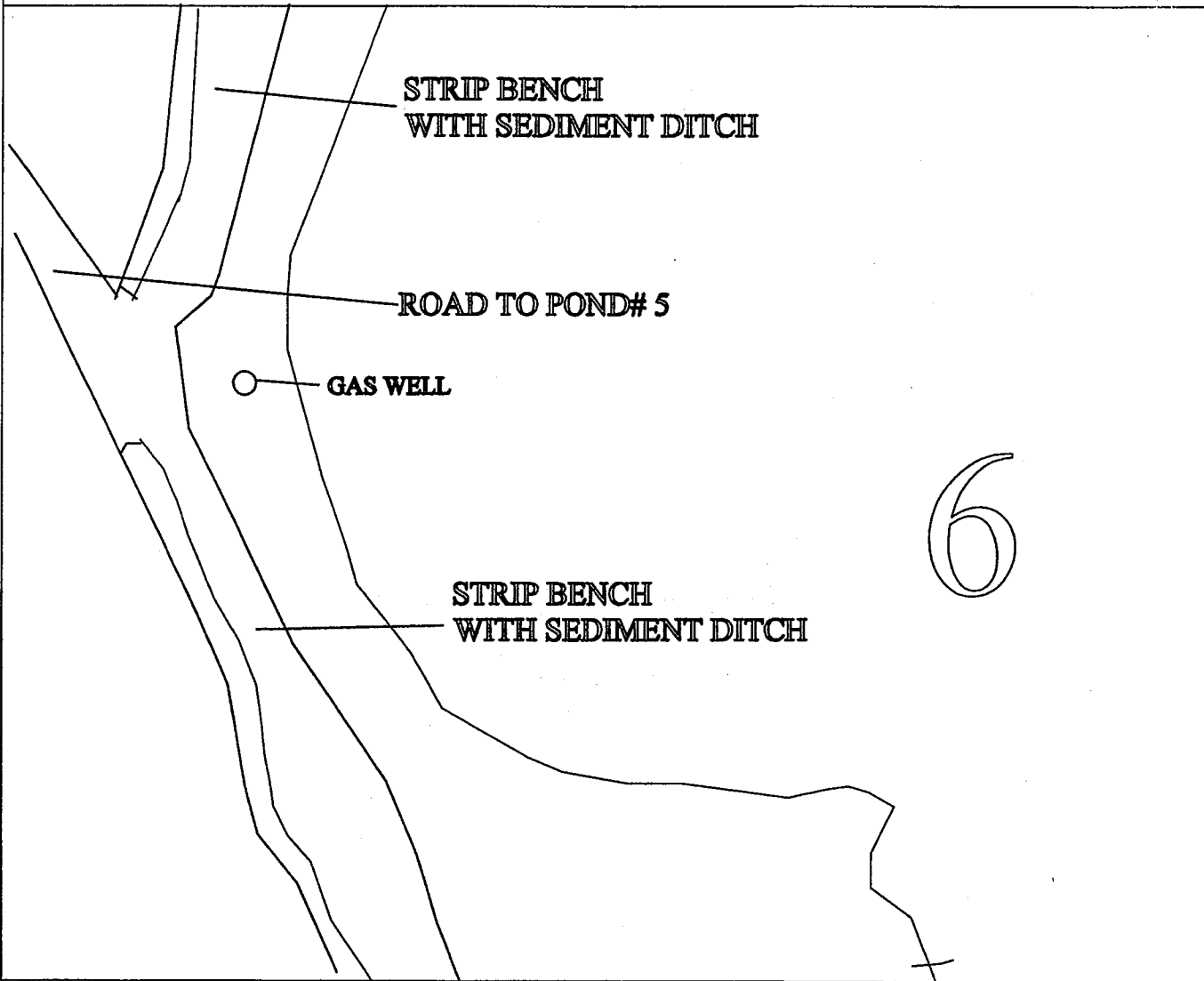


OFFICE OF SPECIAL RECLAMATION	
PANEL 5 DETAILS SITE RECLAIMED	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: S-73-85, O-6013-88

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

BUYER CB-23	REQ. DR PD NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
S-73-85
SEPARATION OF SITE DETAILS

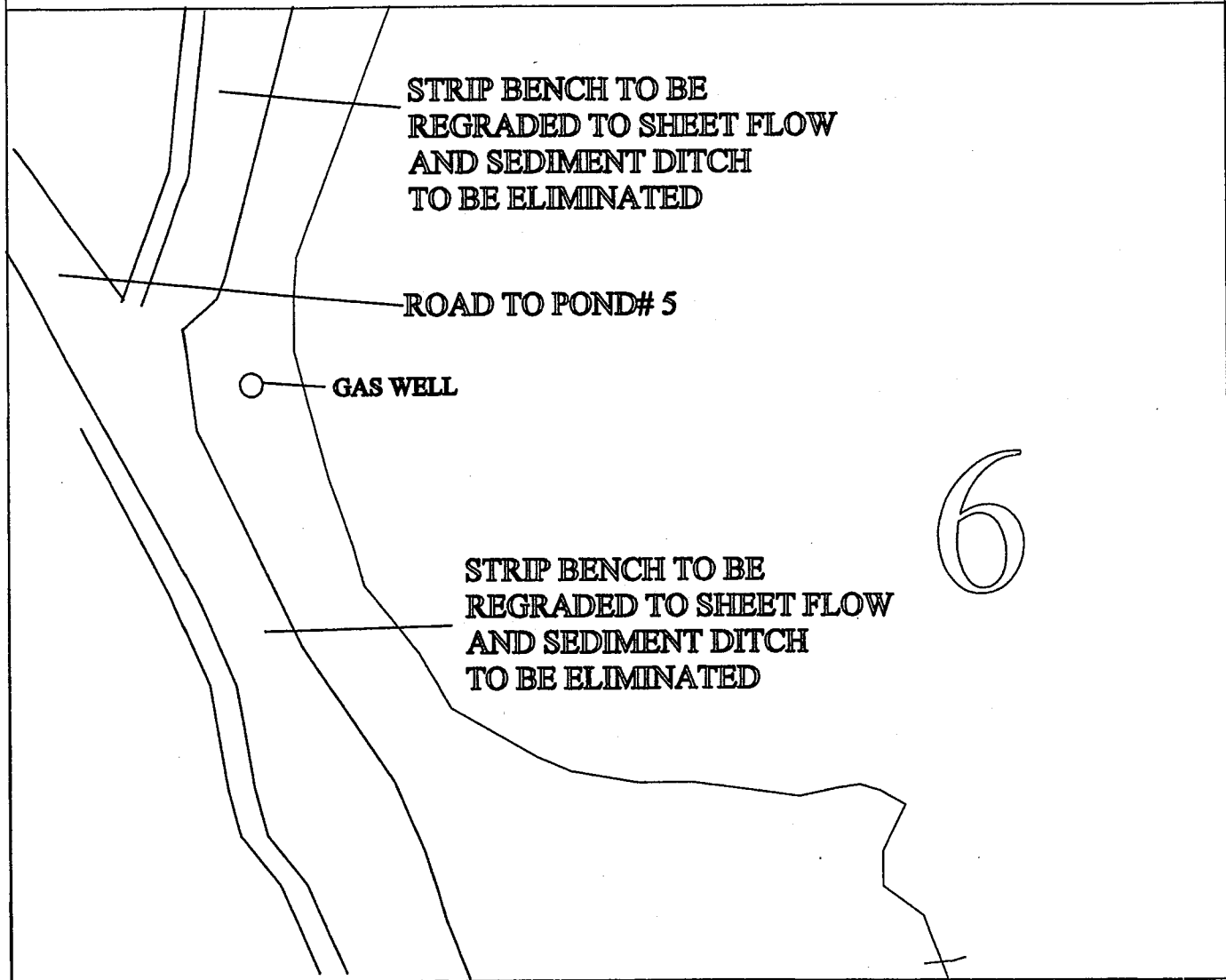


OFFICE OF SPECIAL RECLAMATION	
PANEL 6 DETAILS EXISTING CONDITIONS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: S-73-85

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 S-73-85
 SEPARATION OF SITE DETAILS

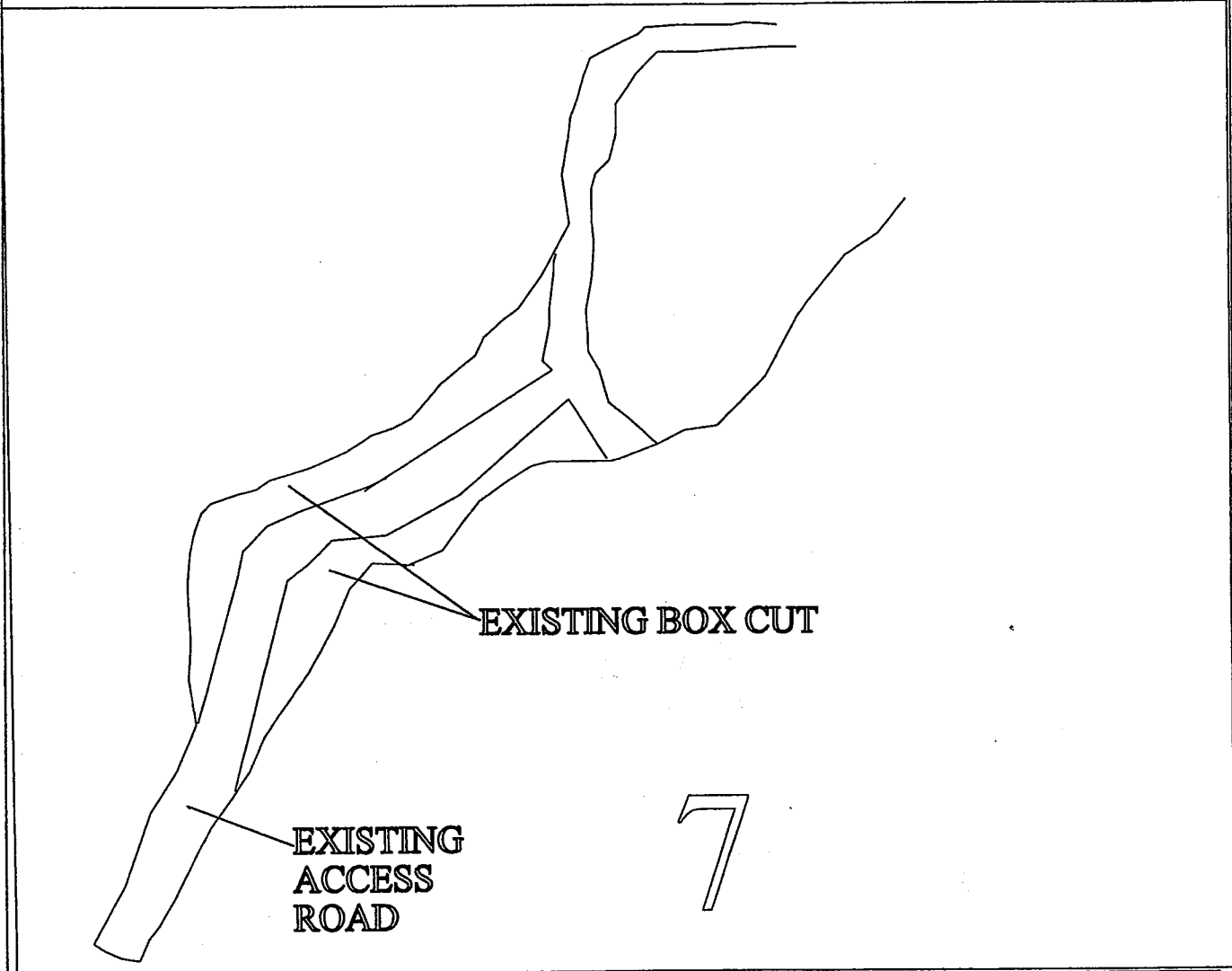


OFFICE OF SPECIAL RECLAMATION	
PANEL 6 DETAILS SITE RECLAIMED	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: S-73-85

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

BUYER CB-23	REQ. OR PD NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
□-6013-88
SEPARATION OF SITE DETAILS

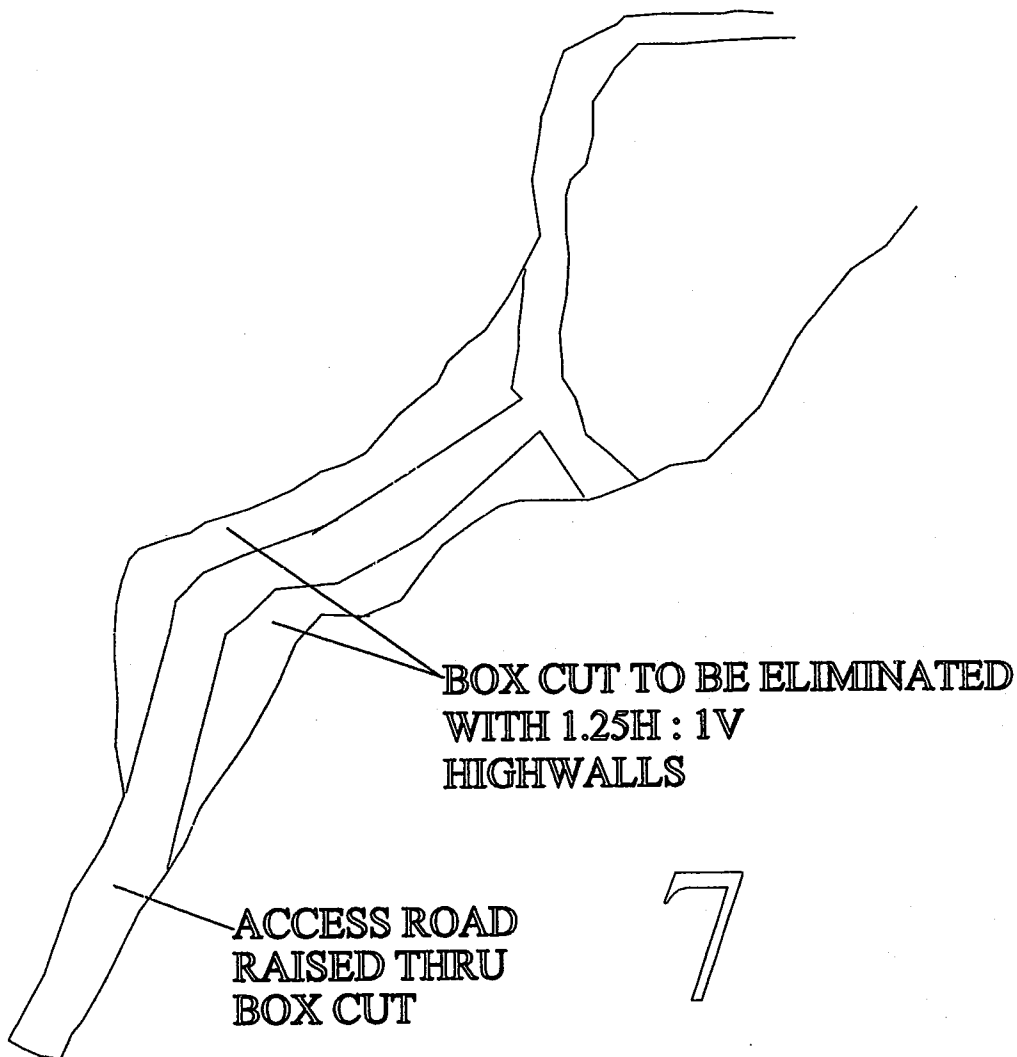


OFFICE OF SPECIAL RECLAMATION	
PANEL 7 DETAILS EXISTING SITE	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: □-6013-88

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

BUYER CB-23	REQ. DR PD NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 □-6013-88
 SEPARATION OF SITE DETAILS

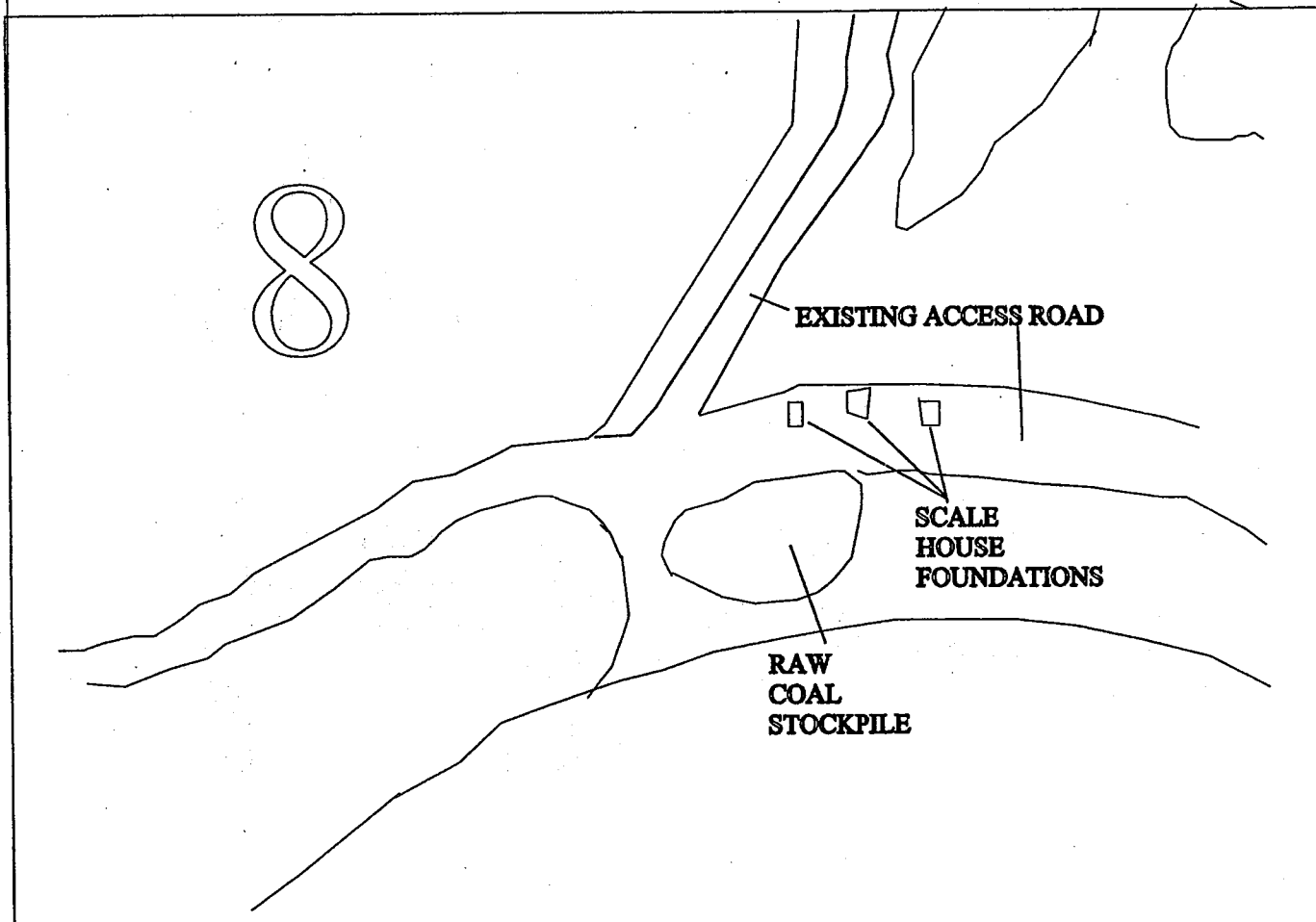


OFFICE OF SPECIAL RECLAMATION	
PANEL 7 DETAILS SITE RECLAIMED	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: □-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 □-6013-88
 SEPARATION OF SITE DETAILS

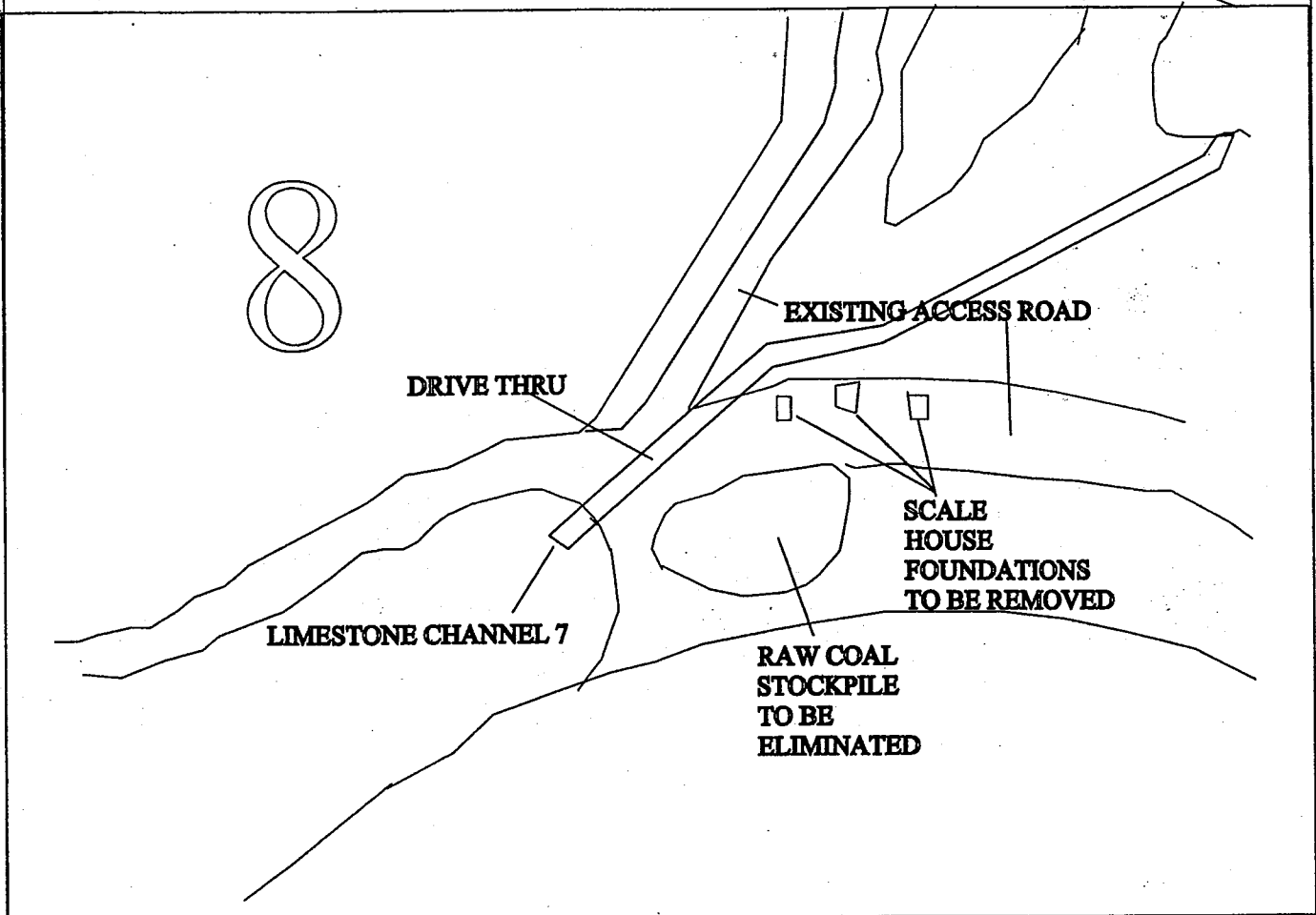


OFFICE OF SPECIAL RECLAMATION	
PANEL 8 DETAILS EXISTING SITE	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: □-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 □-6013-88
 SEPARATION OF SITE DETAILS

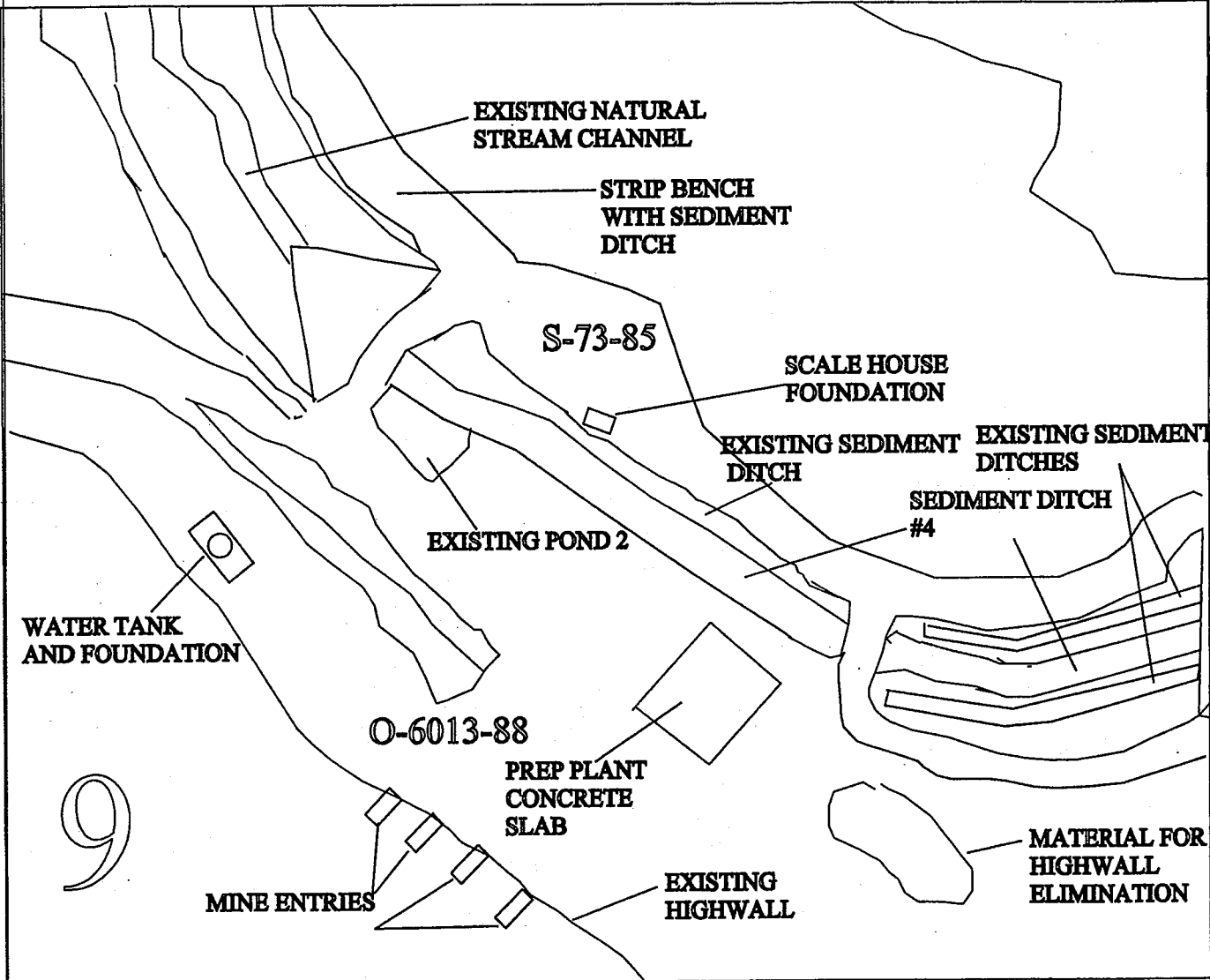


OFFICE OF SPECIAL RECLAMATION	
PANEL 8 DETAILS SITE PLAN	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: □-6013-88

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

BUYER CB-23	REQ. OR PD NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 O-6013-88, S-73-85
 SEPARATION OF SITE DETAILS

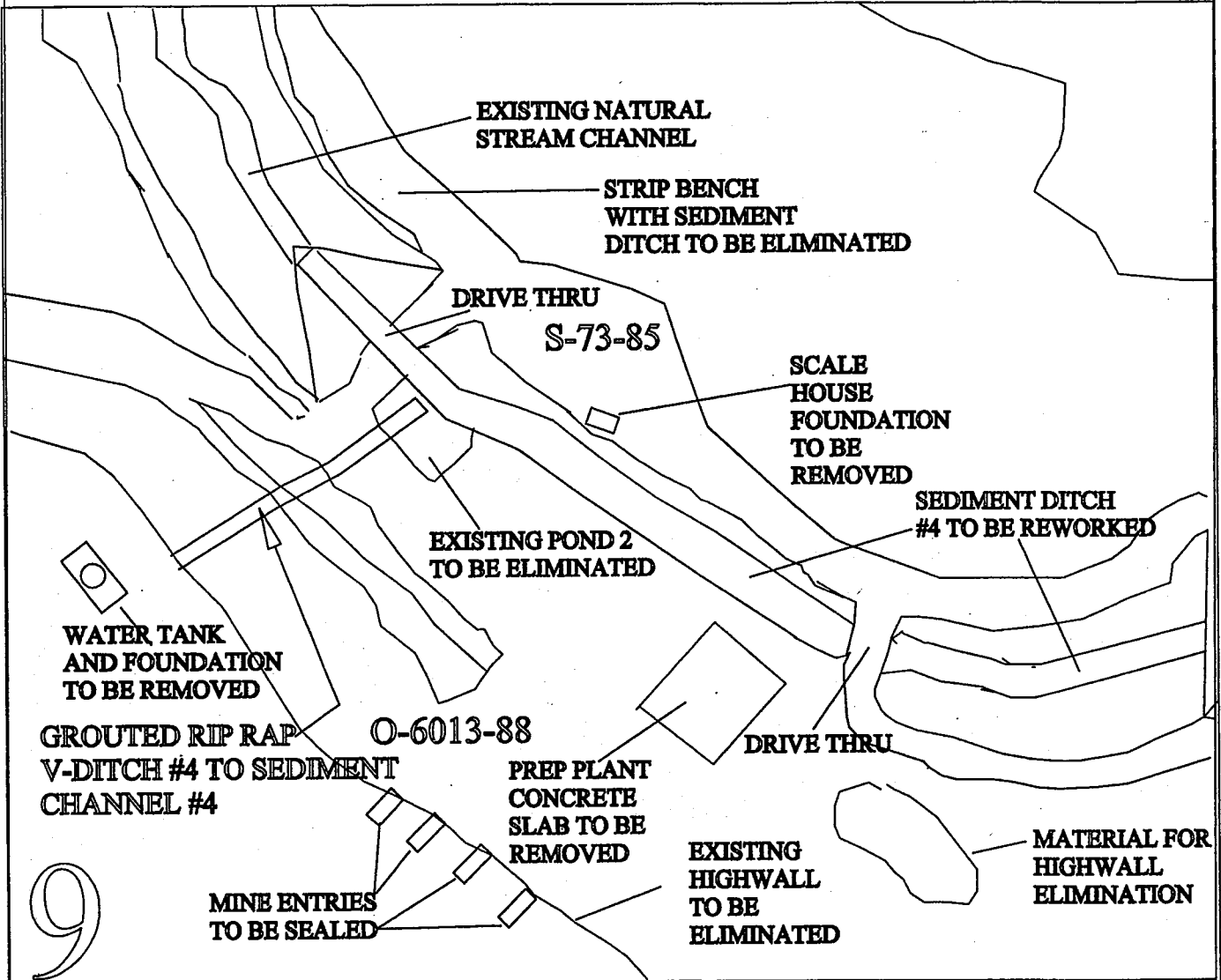


OFFICE OF SPECIAL RECLAMATION	
PANEL 9 DETAILS EXISTING CONDITIONS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88, S-73-85

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

BUYER CB-23	REG. OR PD NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 □-6013-88, S-73-85
 SEPARATION OF SITE DETAILS

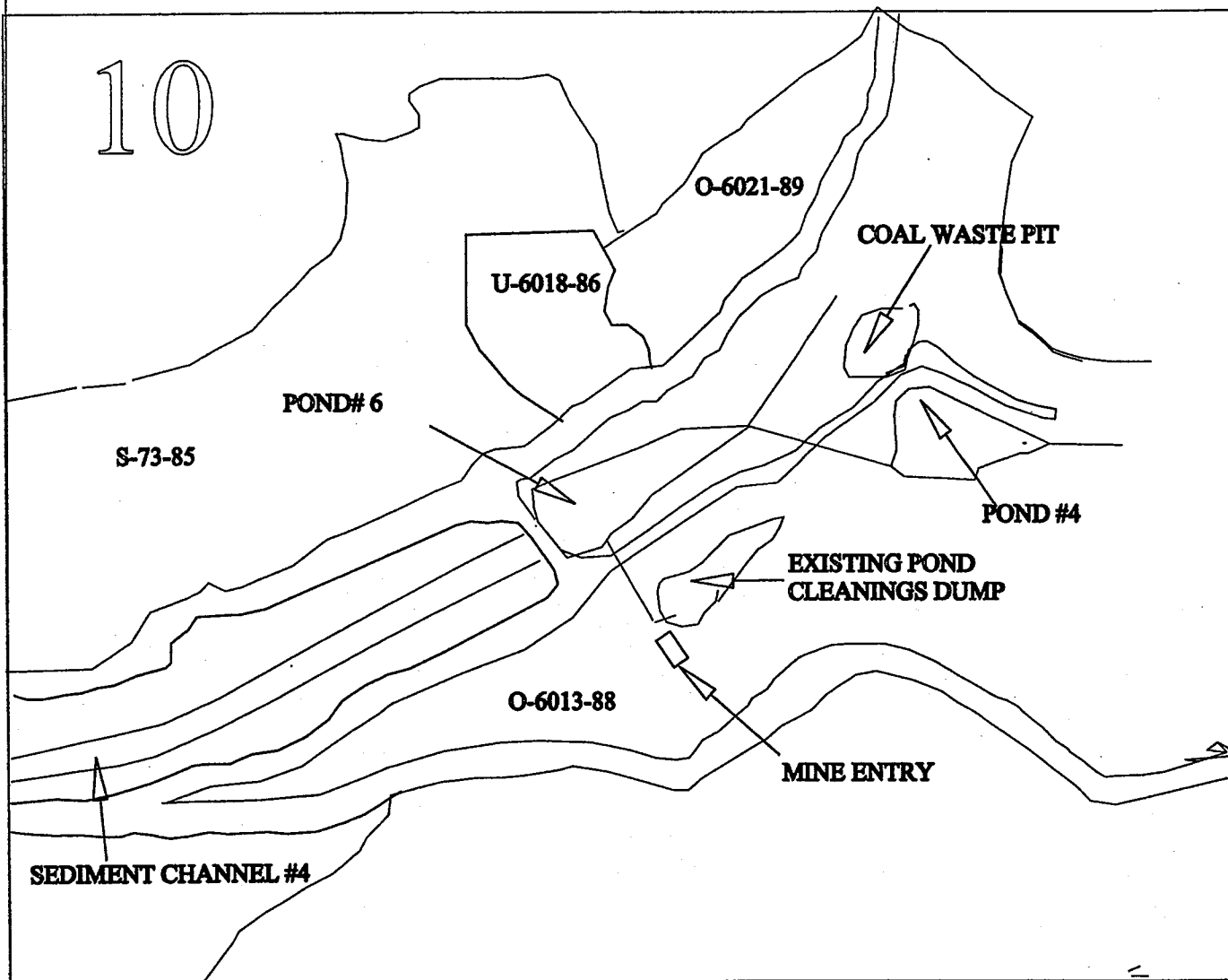


OFFICE OF SPECIAL RECLAMATION	
PANEL 9 DETAILS SITE PLAN	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: □-6013-88, S-73-85

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

BUYER CB-23	1	REQ. DR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

CHICOPEE COAL CO. INC.
 □-6013-88, □-6021-89, U-6018-86, S-73-85
 SEPARATION OF SITE DETAILS



OFFICE OF SPECIAL RECLAMATION	
PANEL 10 DETAILS EXISTING SITE CONDITIONS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

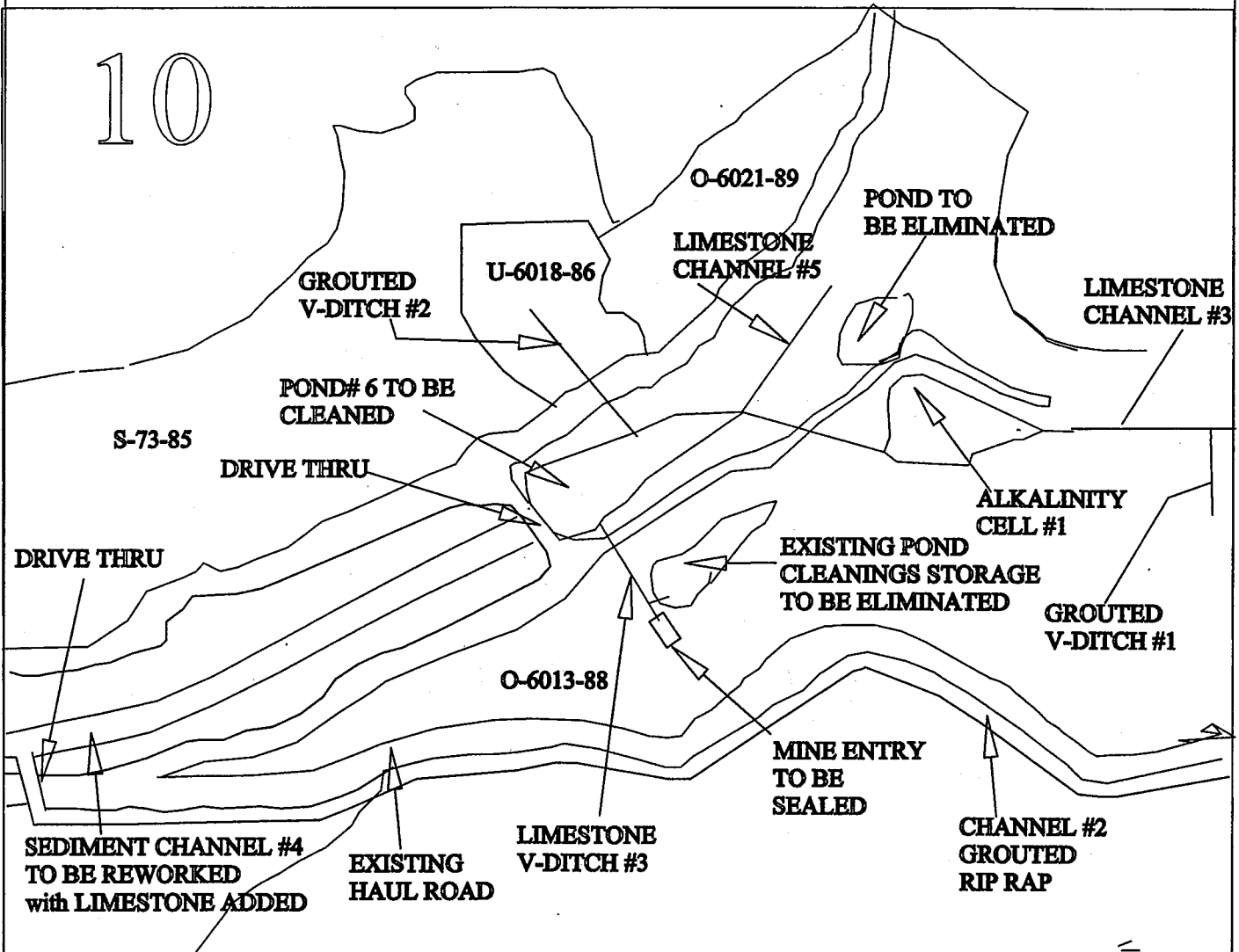
□-6013-88, □-6021-89, U-6018-86, S-73-85

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

BUYER CB-23	REQ. OR PD NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 O-6013-88, O-6021-89, U-6018-86, S-73-85
 SEPARATION OF SITE DETAILS

10



OFFICE OF SPECIAL RECLAMATION	
PANEL 10 DETAILS SITE PLAN	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

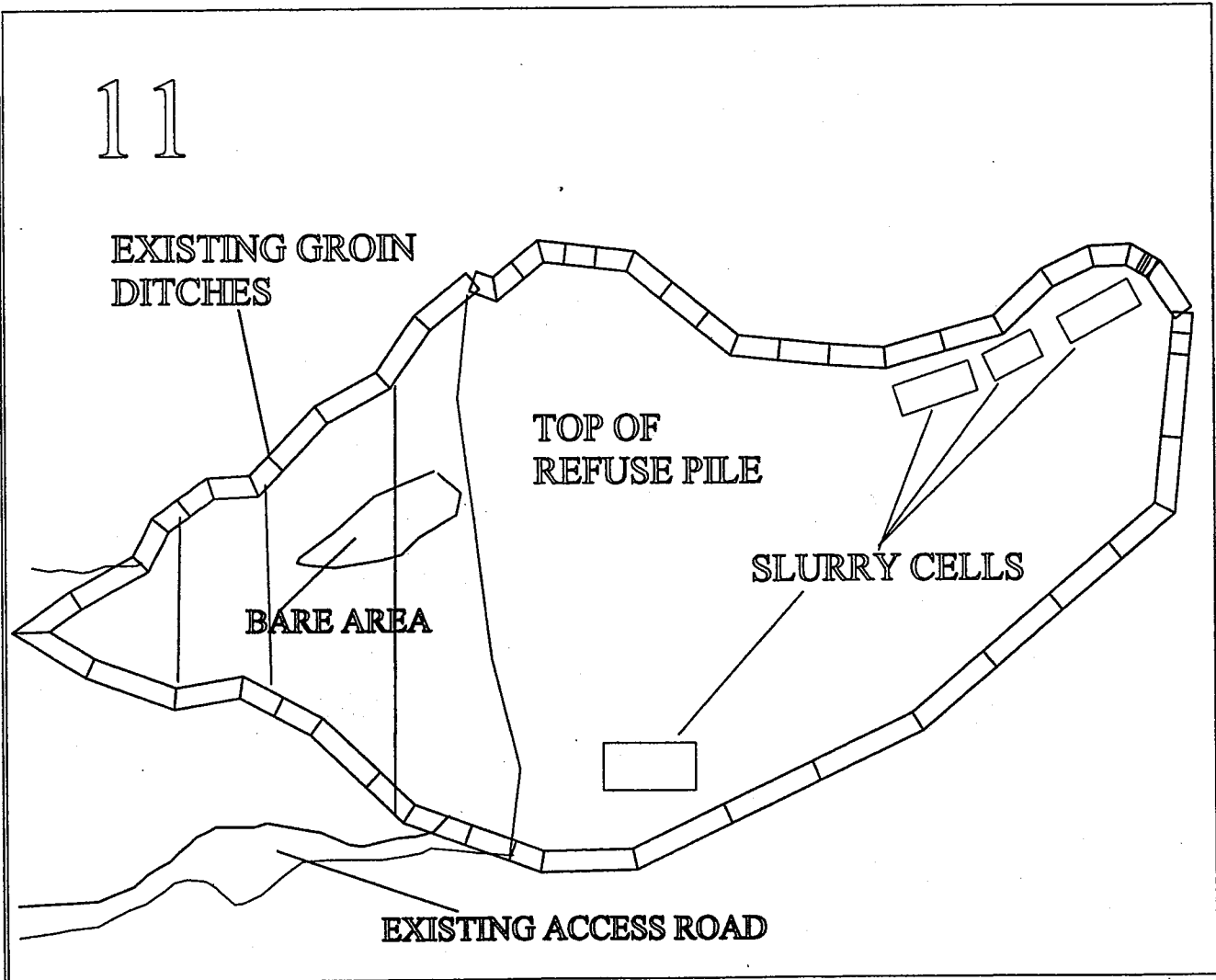
O-6013-88, O-6021-89, U-6018-86, S-73-85

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

BUYER CB-23	REQ. OR PD NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
□-6013-88
SEPARATION OF SITE DETAILS

11

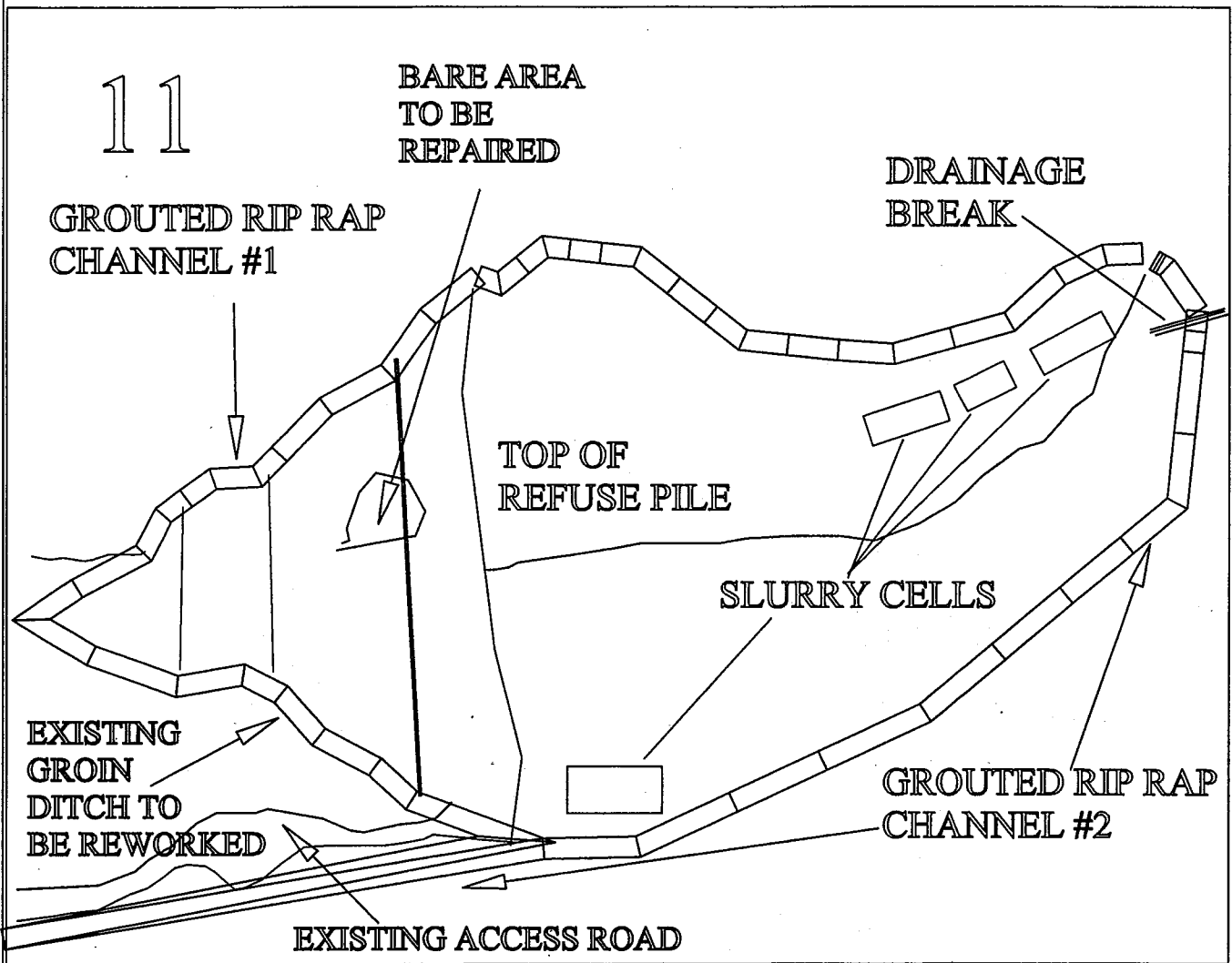


OFFICE OF SPECIAL RECLAMATION	
SEPARATION OF SITE DETAILS EXISTING CONDITIONS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: □-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 □-6013-88
 SEPARATION OF SITE DETAILS



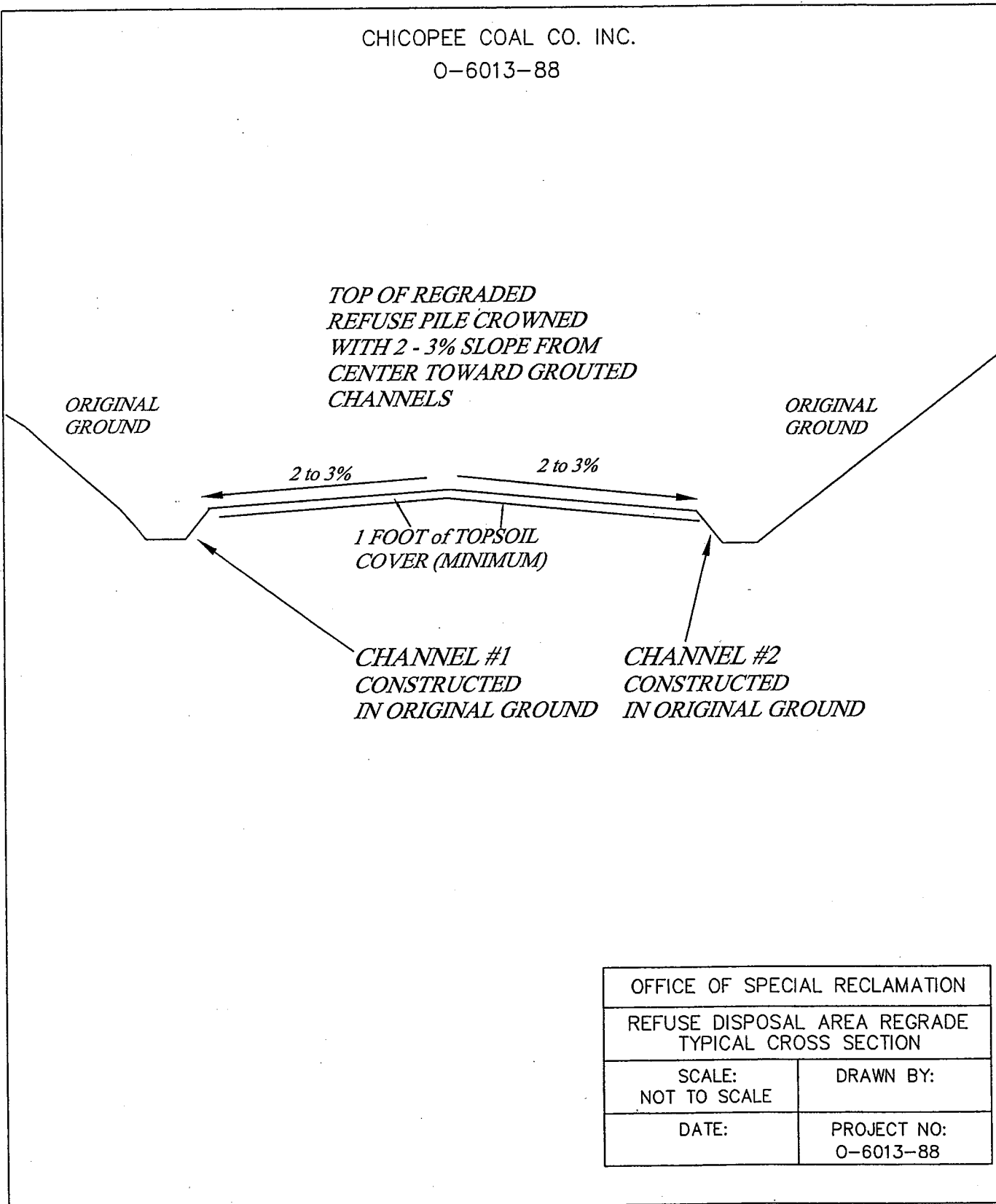
**NOTE: TOP OF REFUSE REWORKED
 and CAPPED
 WITH 1 FOOT OF SOIL
 AND CROWNED TO DRAIN
 TO DIVERSION DITCHES
 AFTER RECLAIMING
 SLURRY CELLS**

OFFICE OF SPECIAL RECLAMATION	
SEPARATION OF SITE DETAILS SITE PLAN	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: □-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 O-6013-88

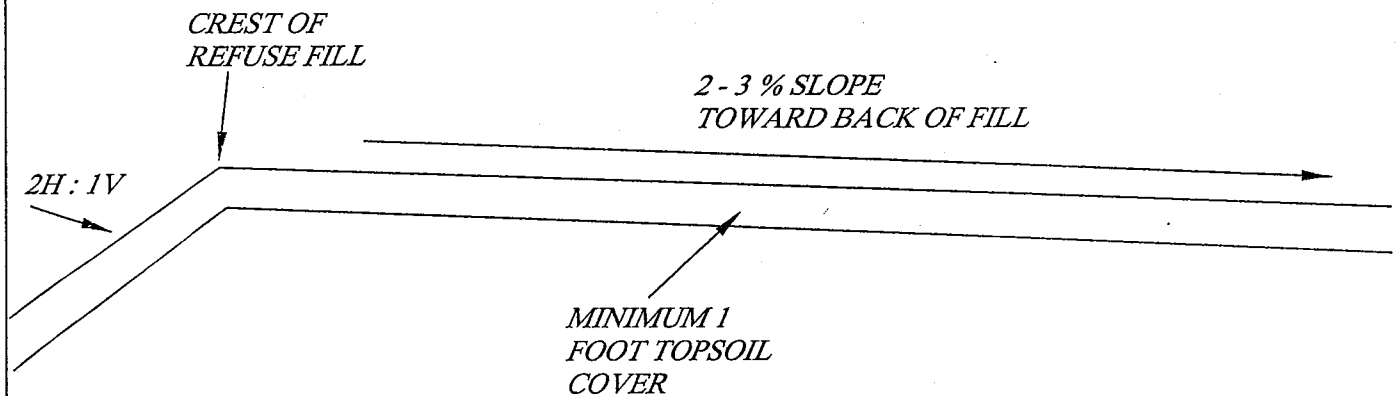


OFFICE OF SPECIAL RECLAMATION	
REFUSE DISPOSAL AREA REGRADE TYPICAL CROSS SECTION	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 0-6013-88

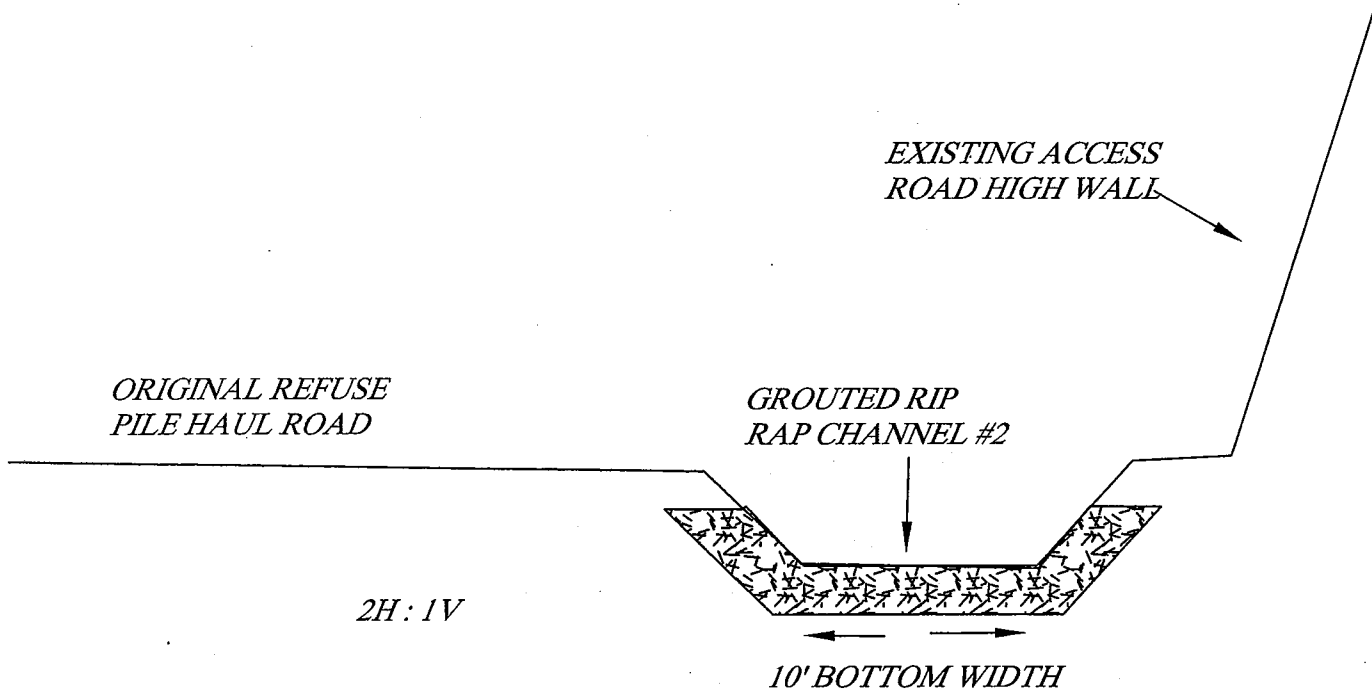


OFFICE OF SPECIAL RECLAMATION	
REFUSE DISPOSAL AREA REGRADE TYPICAL PROFILE TOP OF FILL	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: 0-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 0-6013-88

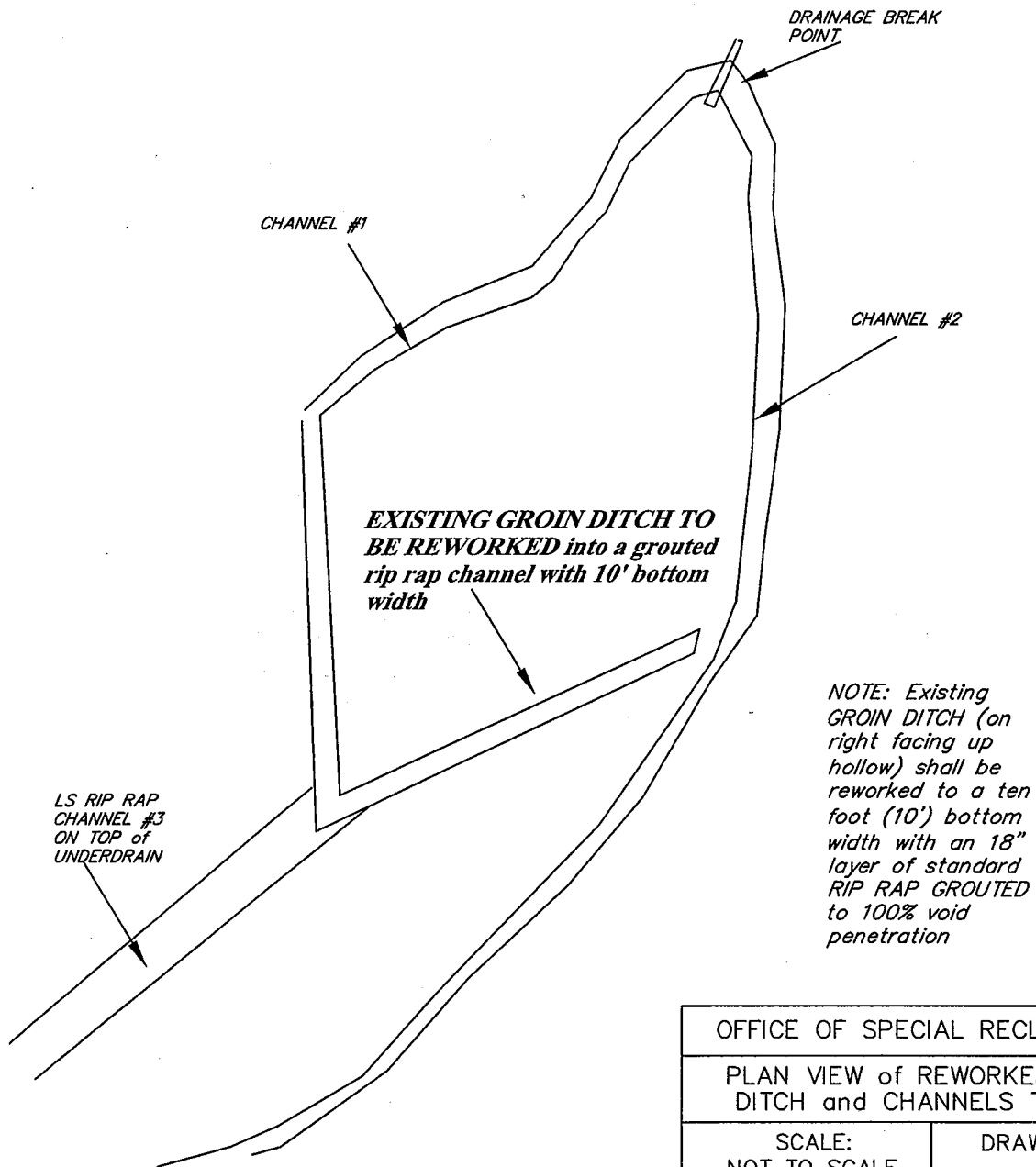


OFFICE OF SPECIAL RECLAMATION	
REFUSE PILE ACCESS Rd. TYPICAL CROSS SECTION	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: 0-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT - WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

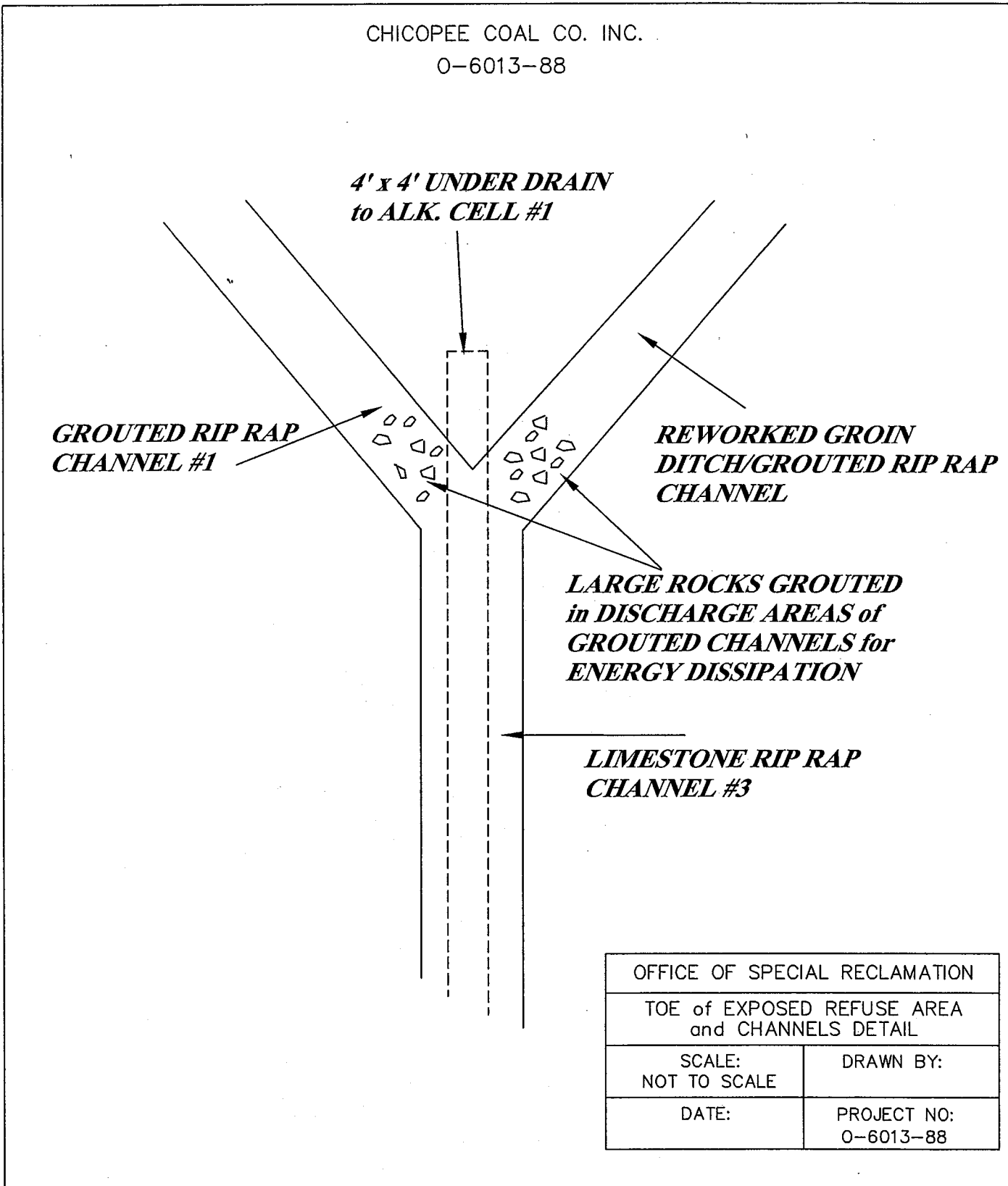
CHICOPEE COAL CO. INC.
 O-6013-88



OFFICE OF SPECIAL RECLAMATION	
PLAN VIEW of REWORKED GROIN DITCH and CHANNELS TYPICAL	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
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	REQ. OR PD NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 0-6013-88
 SEPARATION OF SITE DETAILS

ACCESS ROAD

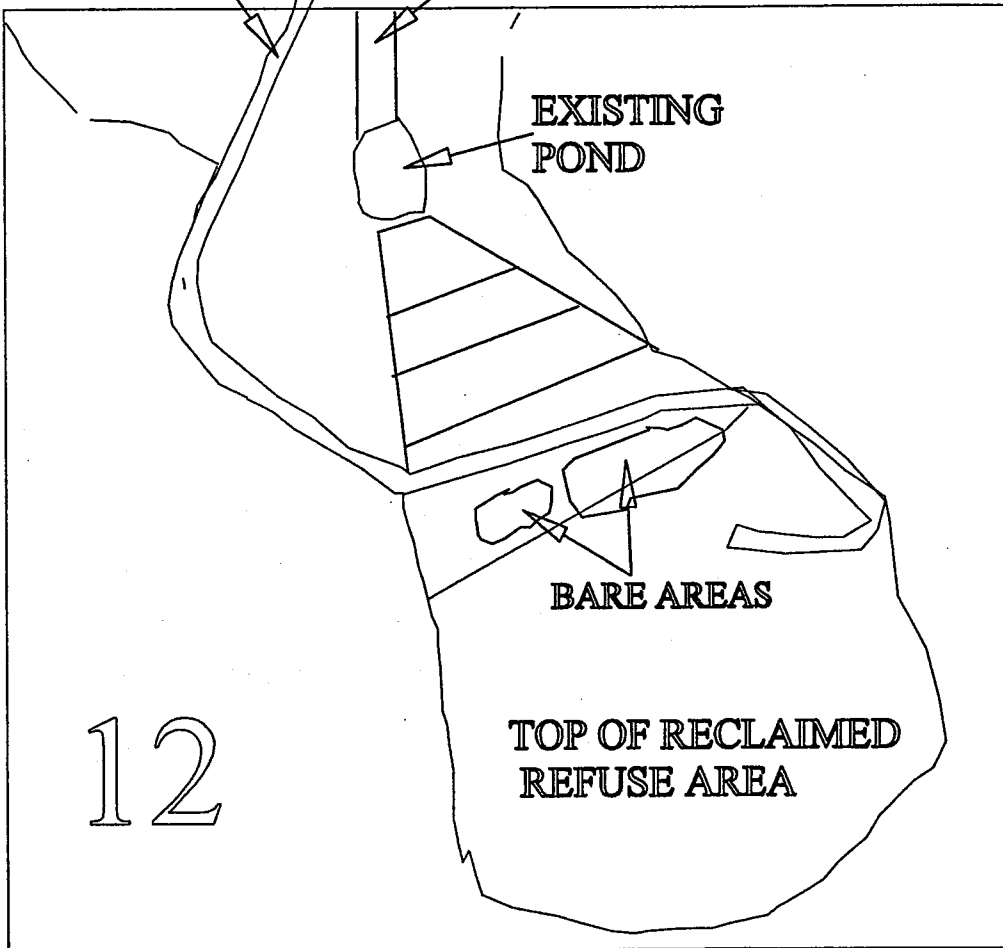
EXISTING RIP RAP CHANNEL

EXISTING
POND

BARE AREAS

TOP OF RECLAIMED
REFUSE AREA

12



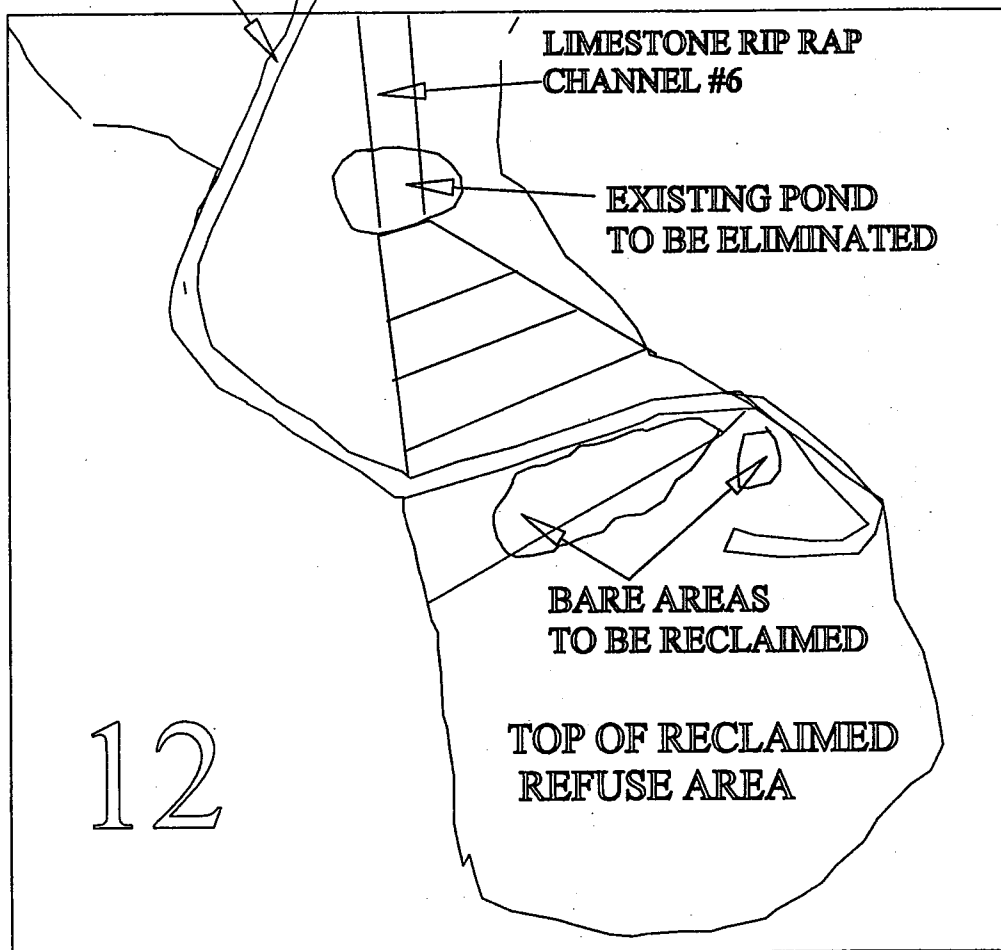
OFFICE OF SPECIAL RECLAMATION	
PANEL 12 SITE DETAILS EXISTING SITE	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: 0-6013-88

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

BUYER CB-23	REQ. OR PD NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

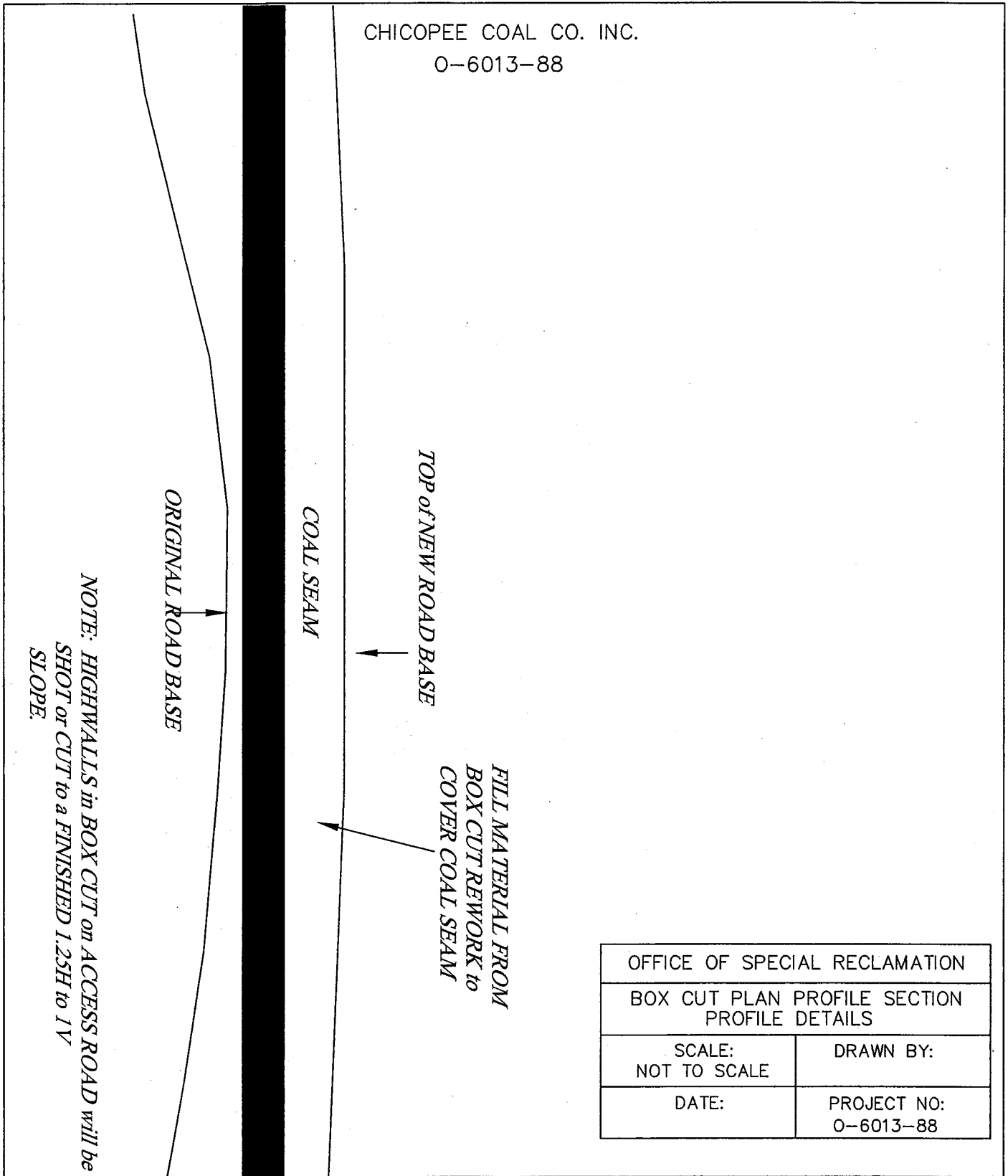
CHICOPEE COAL CO. INC.
 □-6013-88
 SEPARATION OF SITE DETAILS

ACCESS ROAD



OFFICE OF SPECIAL RECLAMATION	
PANEL 12 SITE DETAILS SITE PLAN	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: □-6013-88

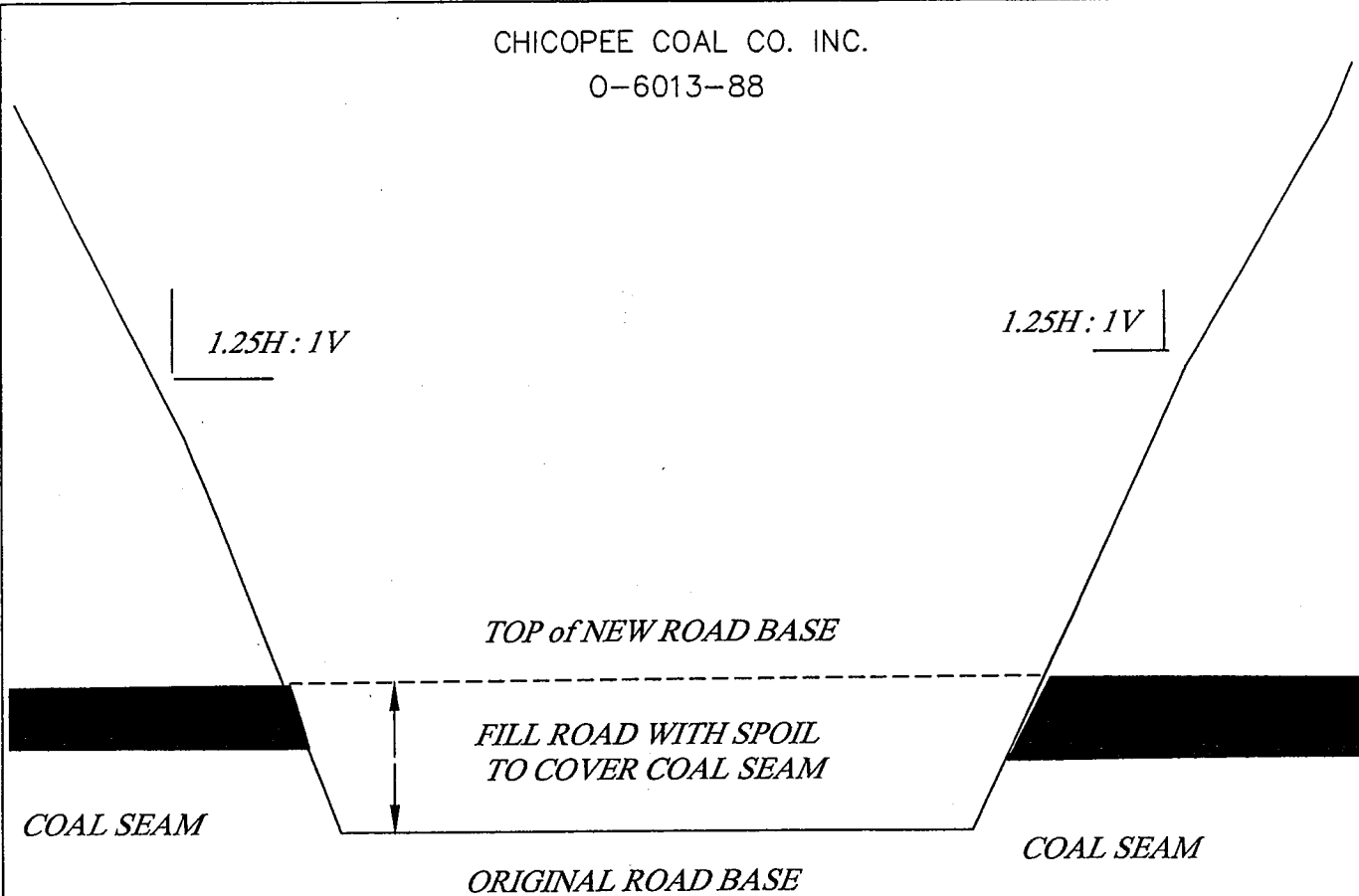
BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



OFFICE OF SPECIAL RECLAMATION	
BOX CUT PLAN PROFILE SECTION PROFILE DETAILS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

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

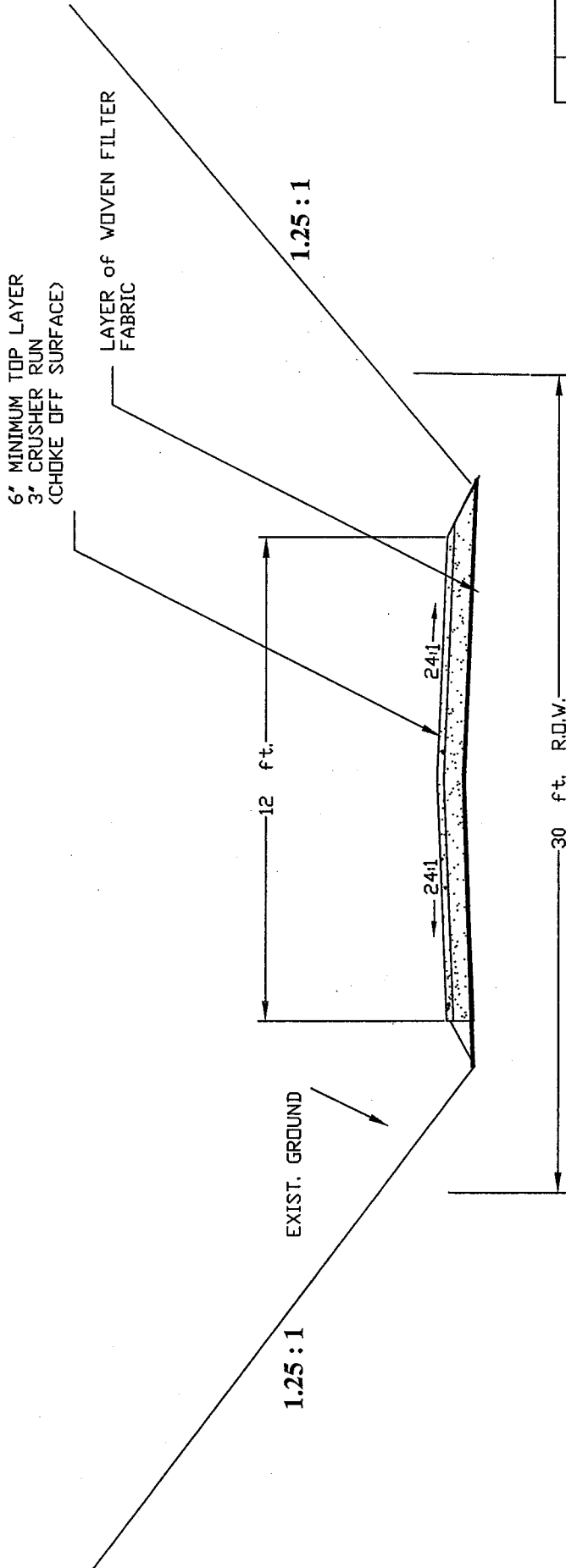
BUYER CB-23	!	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



NOTE: HIGHWALLS in BOX CUT on ACCESS ROAD will be SHOT or CUT to a FINISHED 1.25H to 1V SLOPE.

OFFICE OF SPECIAL RECLAMATION	
BOX CUT PLAN CROSS SECTION TYPICAL CROSS SECTION	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: 0-6013-88

CHICOPEE COALS 0-6013-88
 NEW ROAD CONSTRUCTION



BUYER CB-23	REQ. or P.D. No. DEP 13017
NEW ROAD CONSTRUCTION- BOX CUT	

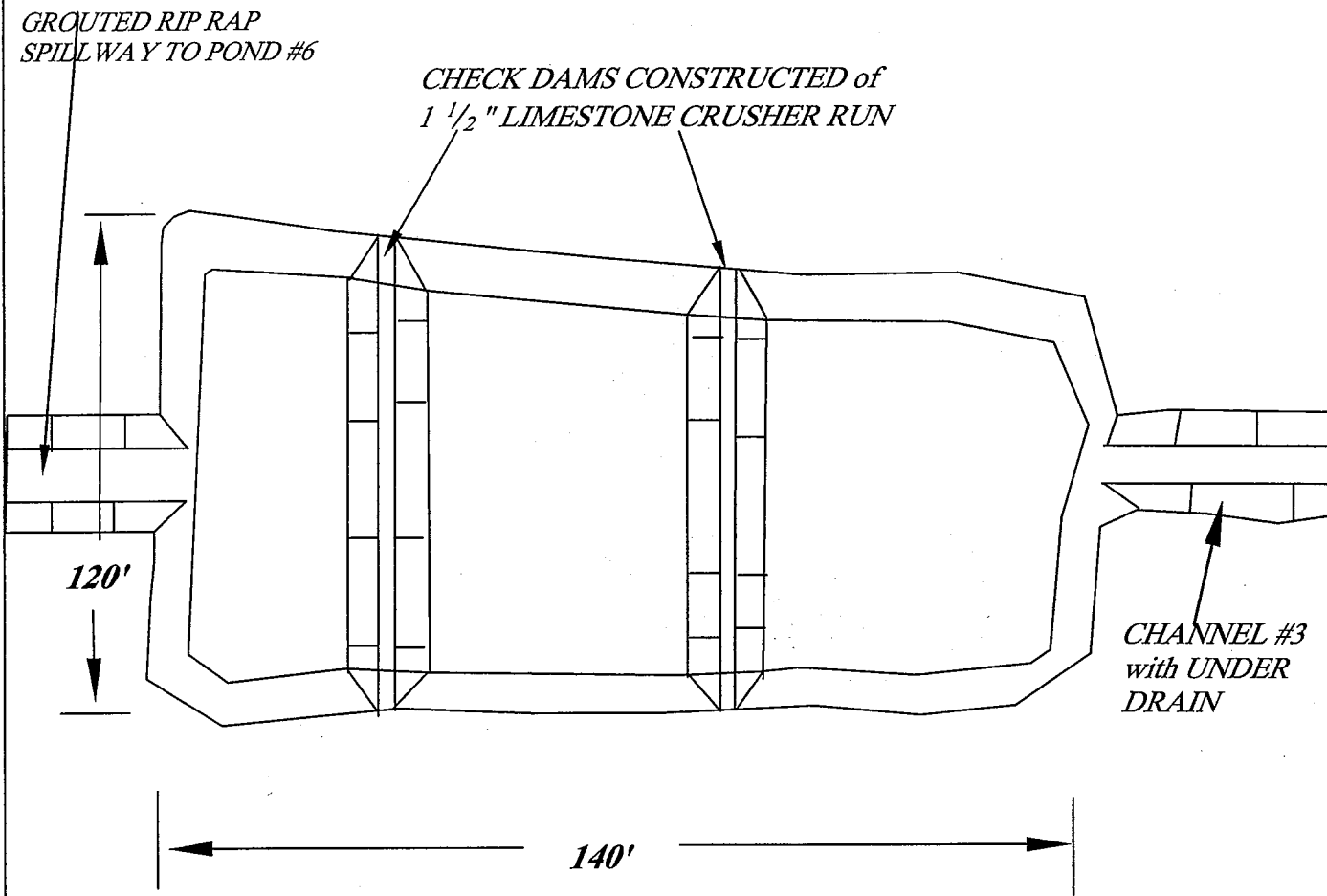
TYPICAL SECTION

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

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 O-6013-88

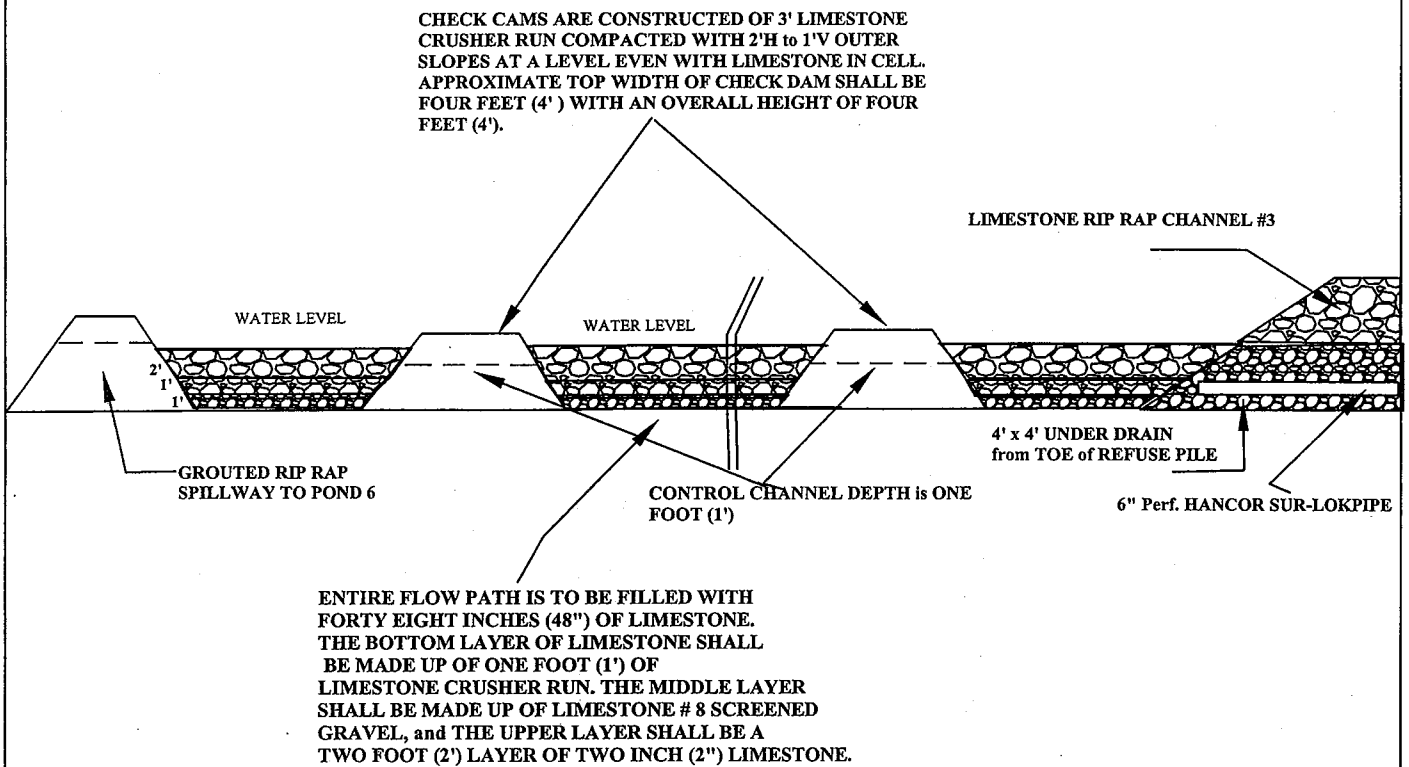


OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL #1 TOP VIEW TYPICAL	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

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

BUYER CB-23	REQ. OR PO NO DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE CO.
 O-6013-88
 ALKALINITY CELL 1



OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL 1 PROFILE TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/5/2006	PROJECT NO: O-6013-88

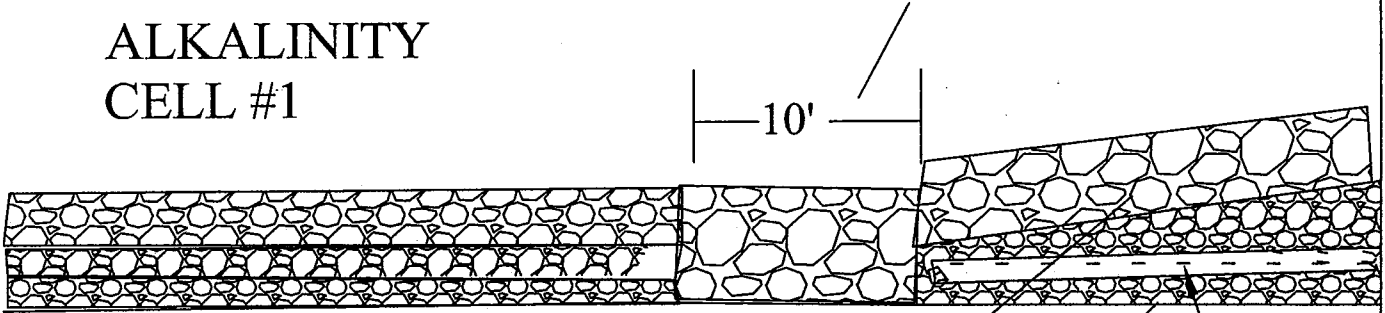
WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

BUYER CB-23	REQ. OR PO NO DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC
O-6013-88

SECTION OF
STANDARD LIMESTONE
RIP RAP 4' DEEP

ALKALINITY
CELL #1



LIMESTONE RIP RAP
CHANNEL #3
UNDER DRAIN from
TOE of VALLEY FILL 6" PERF. HANCOR
Sur-Lok PIPE

OFFICE OF SPECIAL RECLAMATION	
ALK CELL 1 & LIMESTONE RIP RAP CHANNEL#3 TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

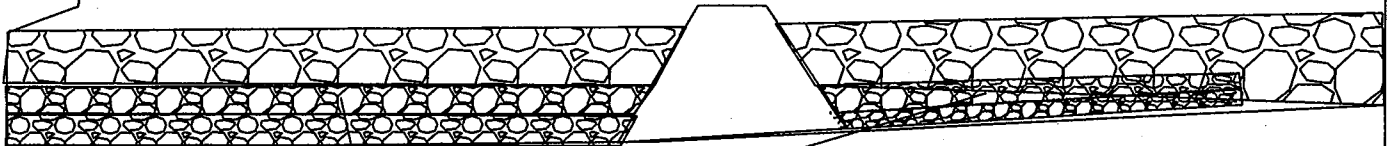
WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	REQ. OR PO NO DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC
 O-6013-88

BREAK LINE
 DENOTING UPPER
 END of CELL

CHECK DAM CONSTRUCTED WITH
 LIMESTONE CRUSHER RUN WITH 2H:1V
 OUTER SLOPES AT A LEVEL EVEN WITH
 LIMESTONE. APPROXIMATE TOP WIDTH
 OF CHECK DAM SHALL BE ONE FOOT (1')
 WITH AN OVERALL HEIGHT OF FOUR FEET
 (4').



ENTIRE FLOW PATH IS TO BE FILLED
 WITH FORTY-EIGHT (48") INCHES OF
 LIMESTONE. THE BOTTOM LAYER OF
 LIMESTONE SHALL BE MADE UP OF 1
 FOOT OF #8 LIMESTONE GRAVEL. THE
 MIDDLE LAYER SHALL BE MADE UP OF 1
 FOOT OF LIMESTONE #57S, AND THE
 UPPER LAYER SHALL BE A 2 FOOT
 LAYER OF TWO INCH (2") LIMESTONE.

OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL 1 UPPER END PROFILE TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

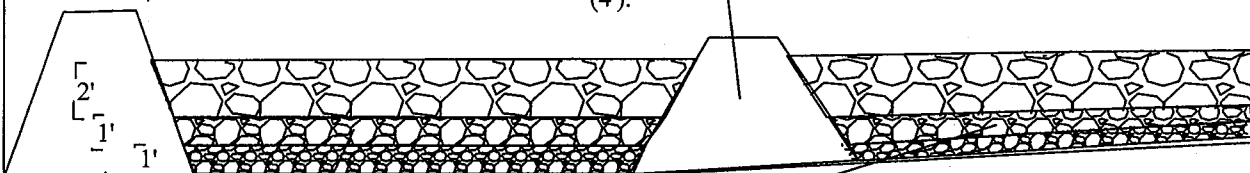
WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	REQ. OR PO NO DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC
 O-6013-88

DAM WITH
 DISCHARGE INTO
 POND #6

CHECK DAM CONSTRUCTED WITH
 LIMESTONE CRUSHER RUN WITH 2H:1V
 OUTER SLOPES AT A LEVEL EVEN WITH
 LIMESTONE. APPROXIMATE TOP WIDTH
 OF CHECK DAM SHALL BE ONE FOOT (1')
 WITH AN OVERALL HEIGHT OF FOUR FEET
 (4').



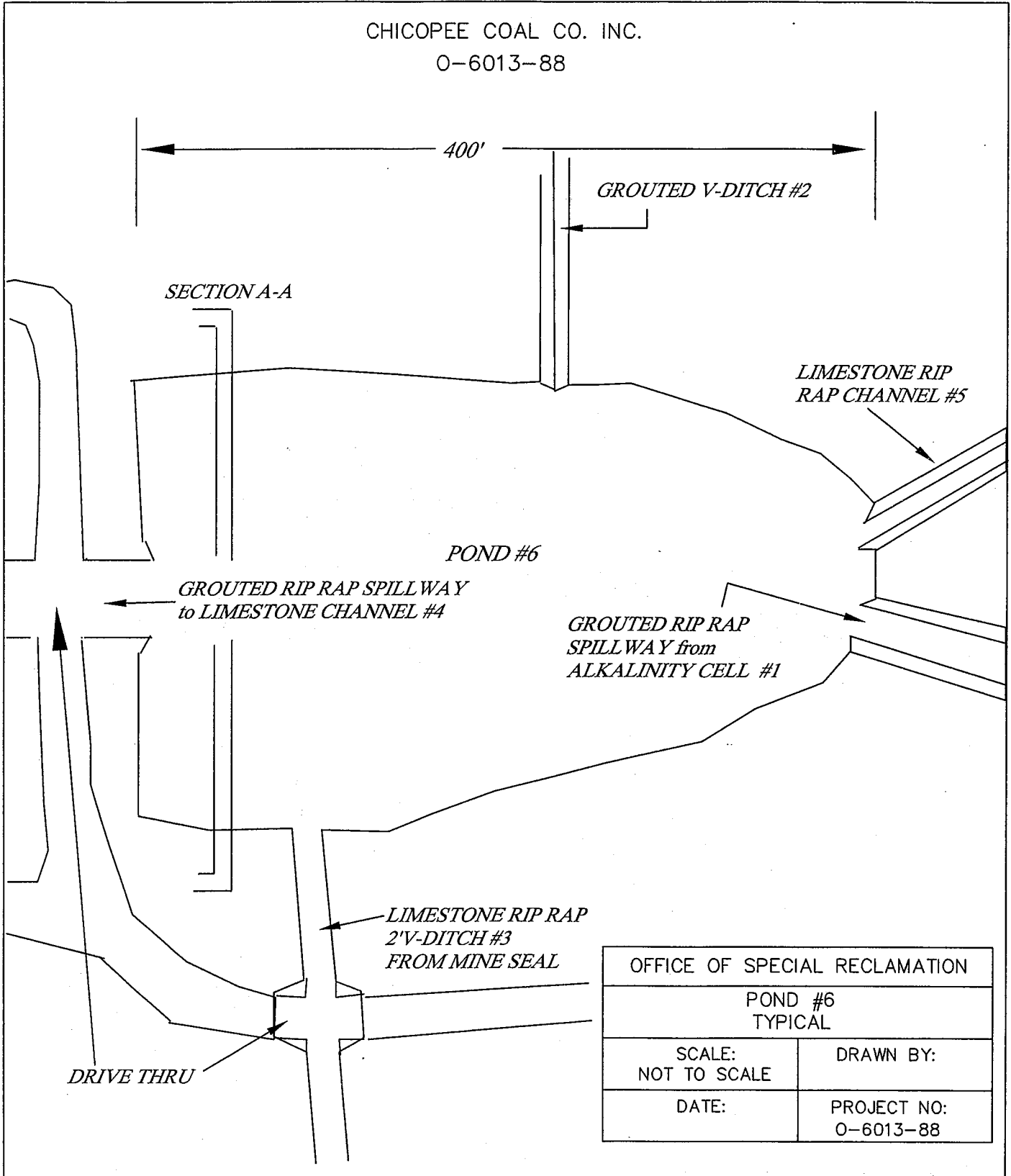
ENTIRE FLOW PATH IS TO BE FILLED WITH
 FORTY-EIGHT (48") INCHES OF LIMESTONE. THE
 BOTTOM LAYER OF LIMESTONE SHALL BE
 MADE UP OF 1 FOOT OF #8 LIMESTONE GRAVEL.
 THE MIDDLE LAYER SHALL BE MADE UP OF 1
 FOOT OF LIMESTONE #57S, AND THE UPPER
 LAYER SHALL BE A 2 FOOT LAYER OF TWO
 INCH (2") LIMESTONE.

BREAK LINE
 DENOTING LOWER
 END OF CELL

OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL 1 PROFILE TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

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

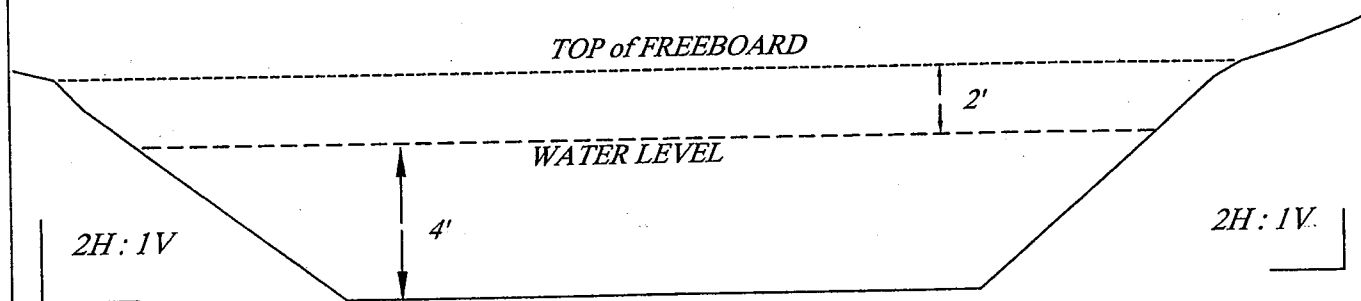
BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

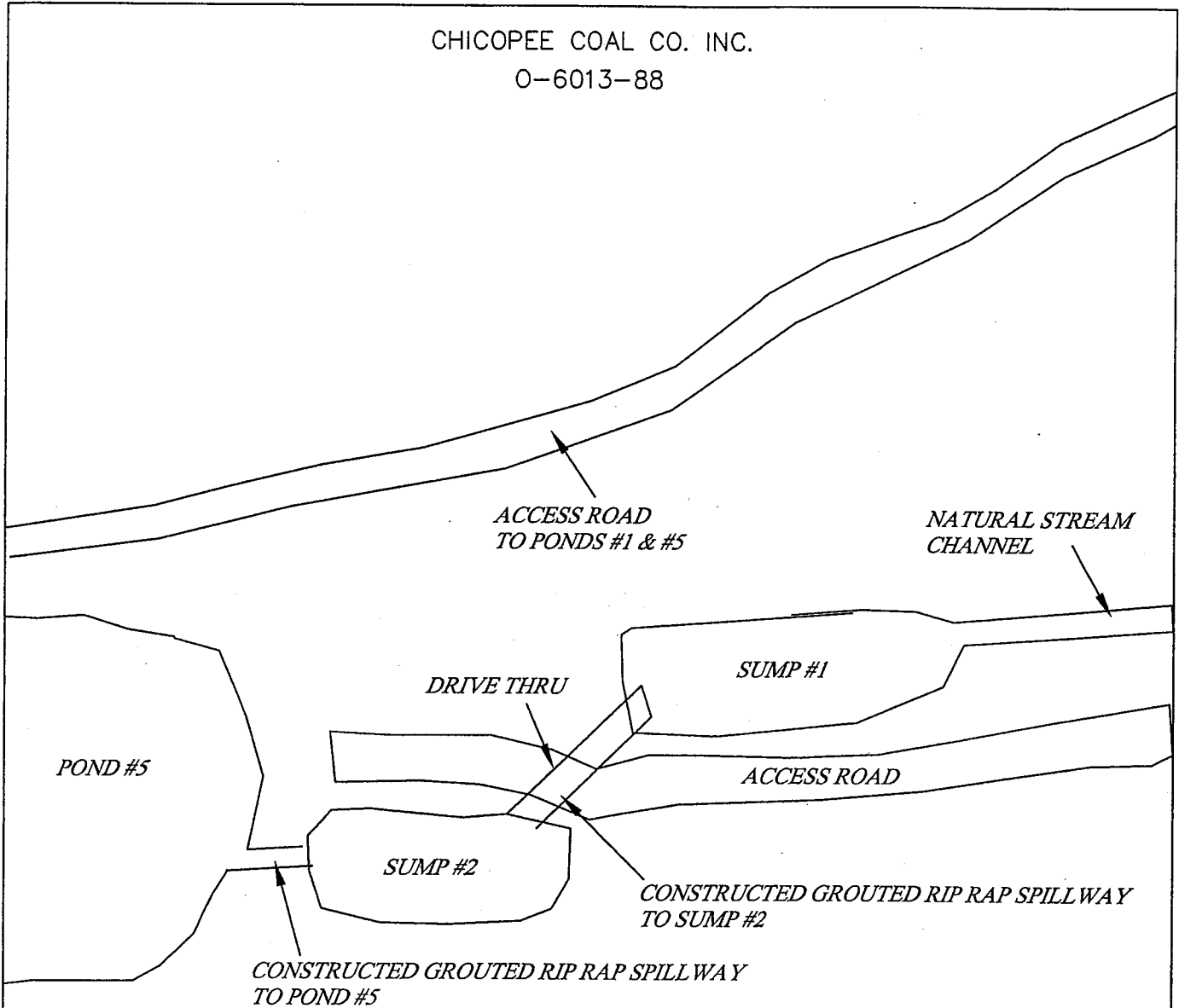
CHICOPEE COAL CO. INC.
 O-6013-88



OFFICE OF SPECIAL RECLAMATION	
POND #6 SECTION A-A TYPICAL CROSS SECTION	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



CHICOPEE COAL CO. INC.
 O-6013-88

NOTE: Sumps #1 & #2 will be cleaned to a depth of 6 FEET (4 FOOT of WATER DEPTH, and 2 FOOT of FREEBOARD).
NOTE: Face of each DAM will be COVERED with an 18" LAYER of SHOT ROCK

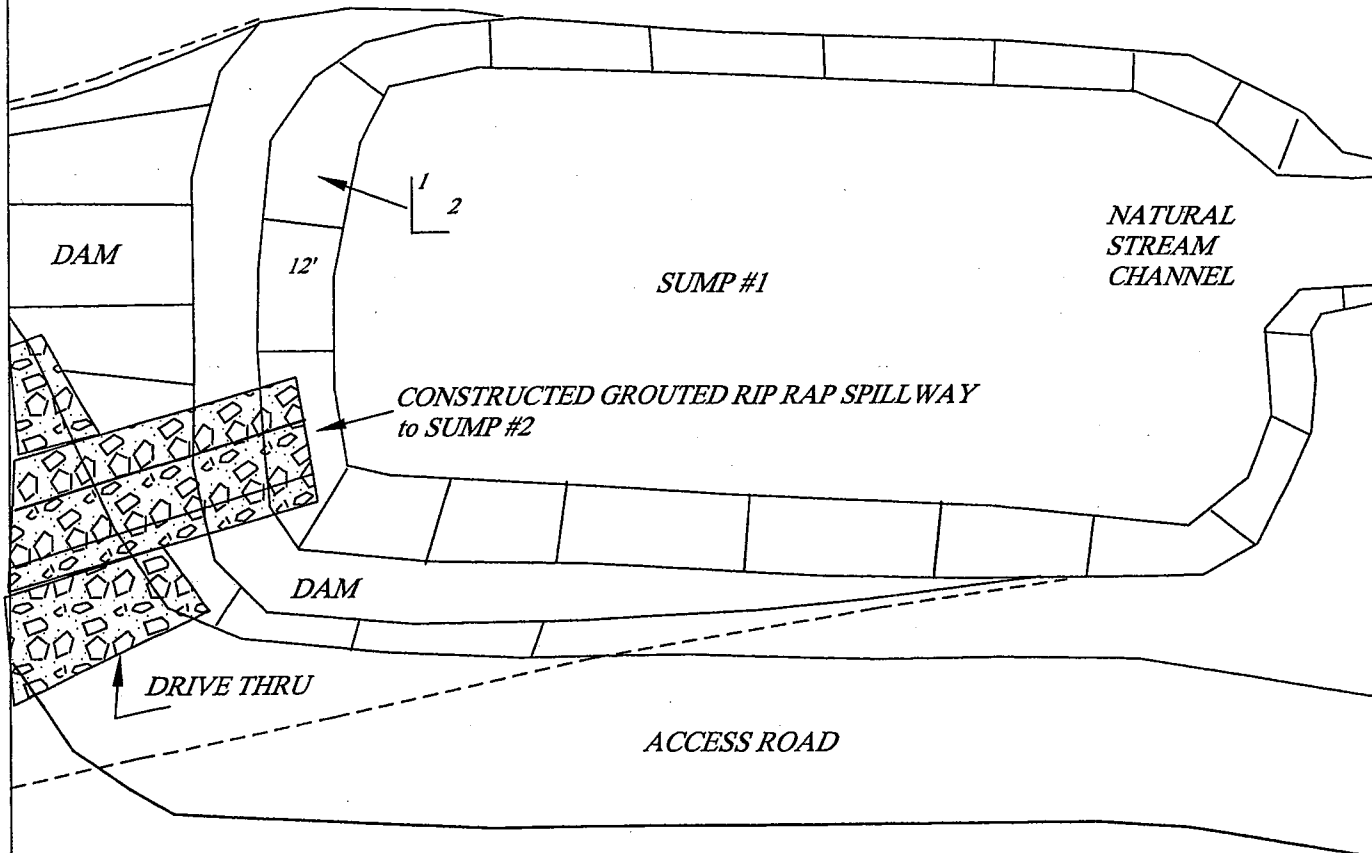
OFFICE OF SPECIAL RECLAMATION	
SUMPS #1 AND #2 SITE PLAN TYPICAL	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 0-6013-88

**NOTE: DASHED LINES REPRESENT
 EMERGENCY SPILLWAY BOUNDRIES
 and AREAS THAT WILL HAVE 18 INCHES
 of SHOT ROCK APPLIED.**



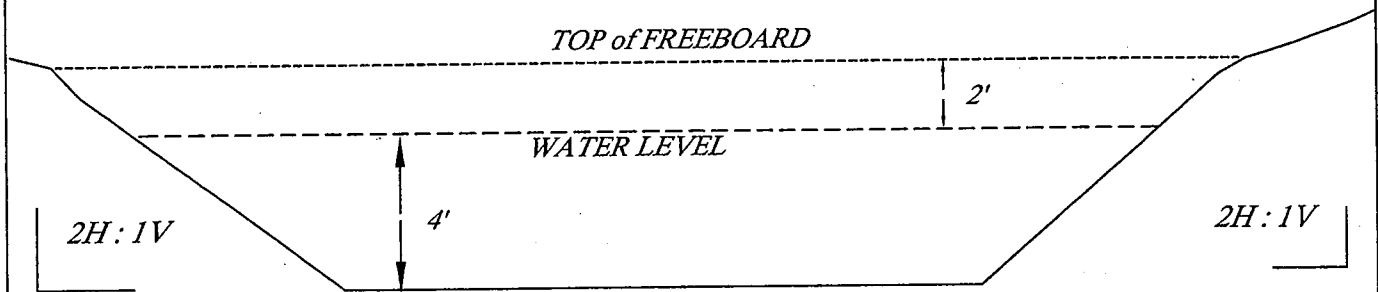
NOTE: ENTIRE DAM will be COVERED WITH 18" of SHOT ROCK and will act as an EMERGENCY SPILLWAY. ACCESS ROAD will have DRIVE THRU for the SPILLWAY and the EMERGENCY SPILLWAY.

OFFICE OF SPECIAL RECLAMATION	
SUMP #1 TOP VIEW TYPICAL	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: 0-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

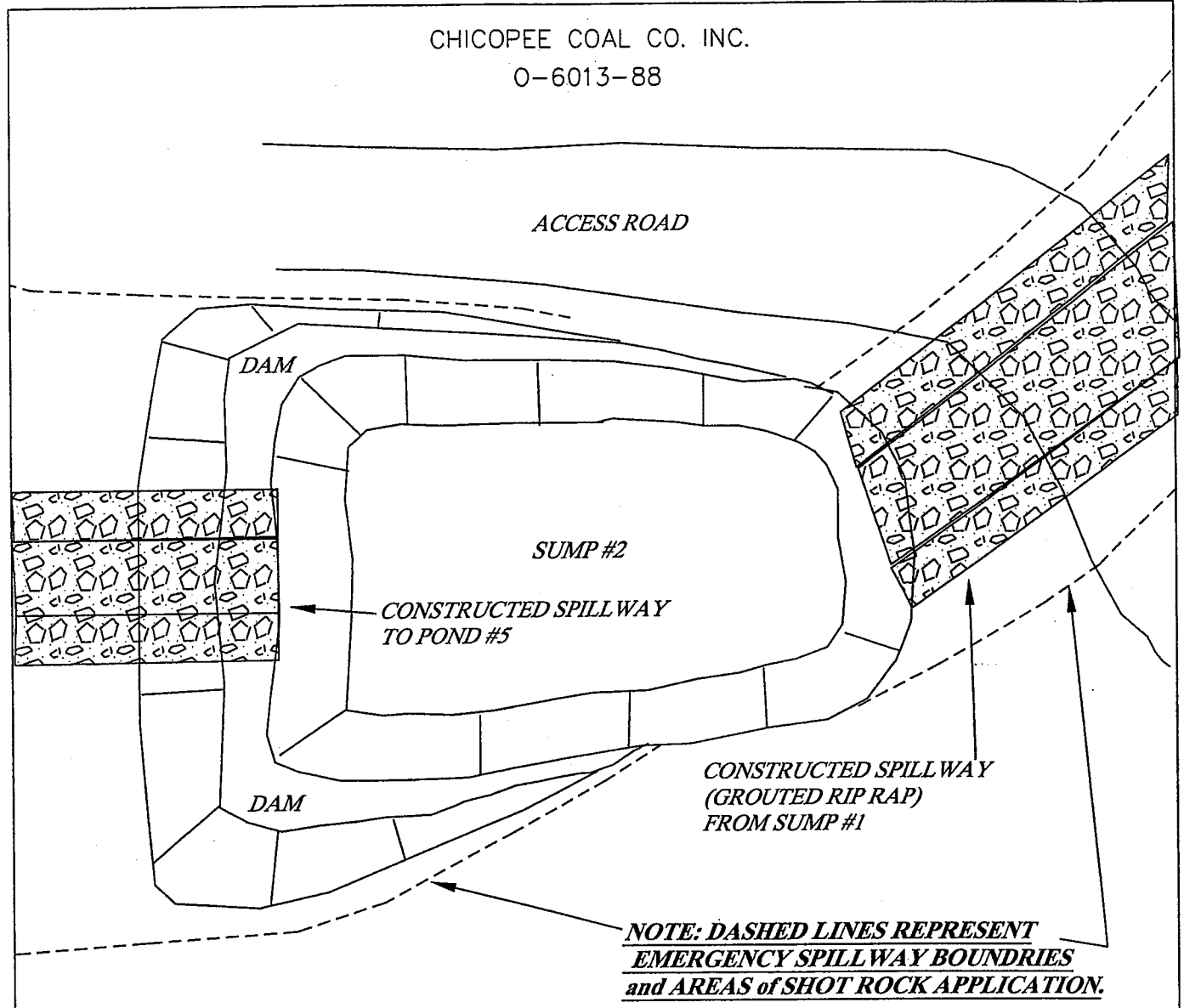
CHICOPEE COAL CO. INC.
 O-6013-88



OFFICE OF SPECIAL RECLAMATION	
SUMP #1 CROSS SECTION TYPICAL CROSS SECTION	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



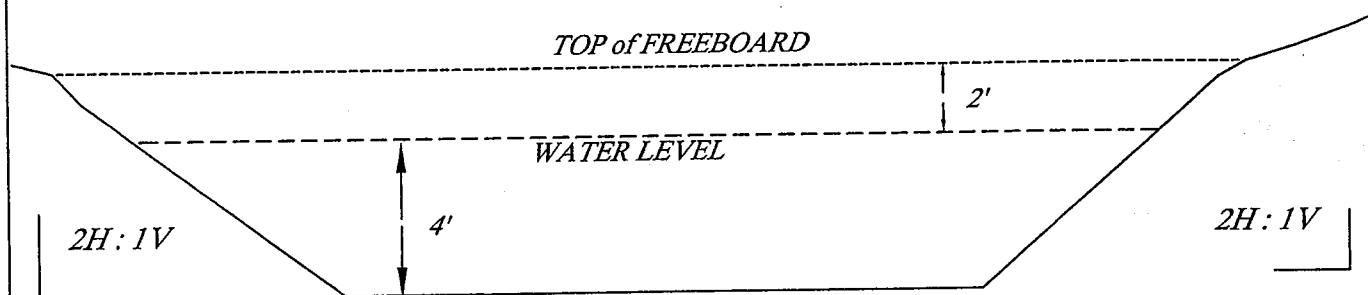
NOTE: ENTIRE DAM will be COVERED WITH 18" of SHOT ROCK and will act as an EMERGENCY SPILLWAY. ACCESS ROAD will have DRIVE THRU for the SPILLWAY and the EMERGENCY SPILLWAY.

OFFICE OF SPECIAL RECLAMATION	
SUMP #2 TOP VIEW TYPICAL	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: 0-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 O-6013-88

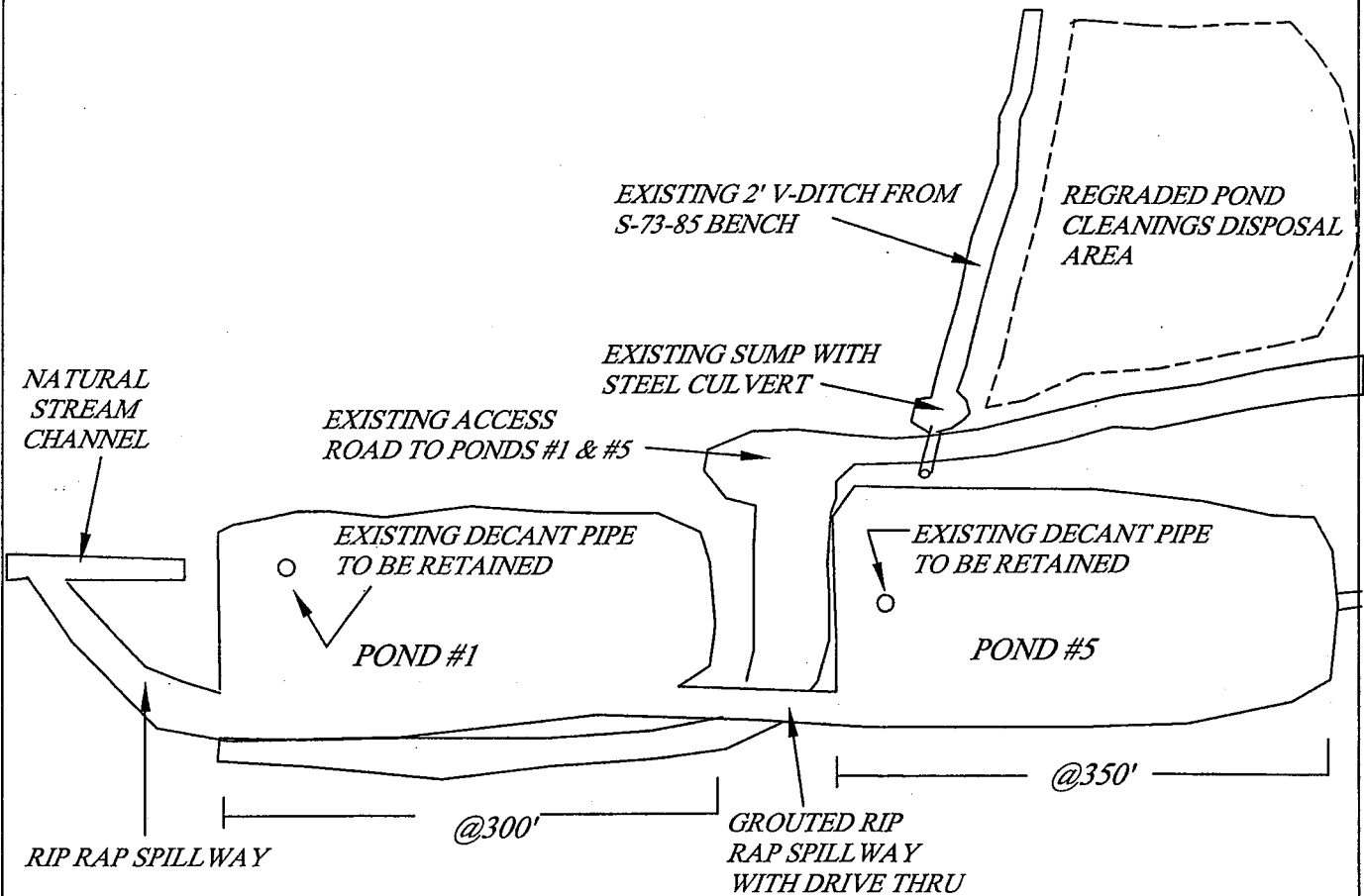


OFFICE OF SPECIAL RECLAMATION	
SUMP #2 CROSS SECTION TYPICAL CROSS SECTION	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 O-6013-88



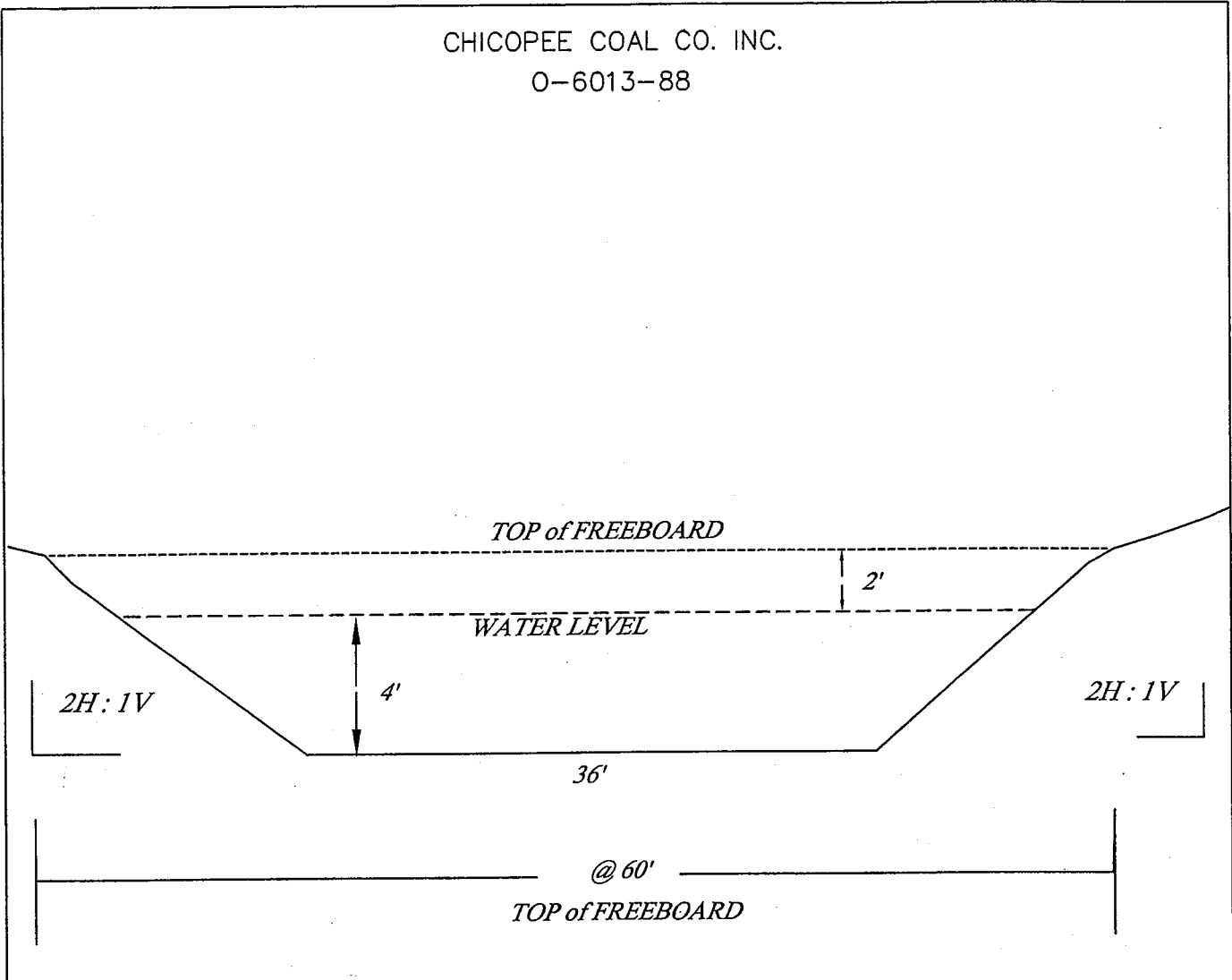
NOTE: PONDS #1 AND #5 WILL BE CLEANED TO A DEPTH OF 6 FEET (4 FEET of WATER, 2 FOOT of FREEBOARD). SPILLWAY BETWEEN POND #5 and POND #1 WILL be CONSTRUCTED of STANDARD RIP RAP and GROUDED to 100% PENETRATION of all VOIDS.

OFFICE OF SPECIAL RECLAMATION	
PONDS #1 AND #5 SITE PLAN TYPICAL	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 O-6013-88

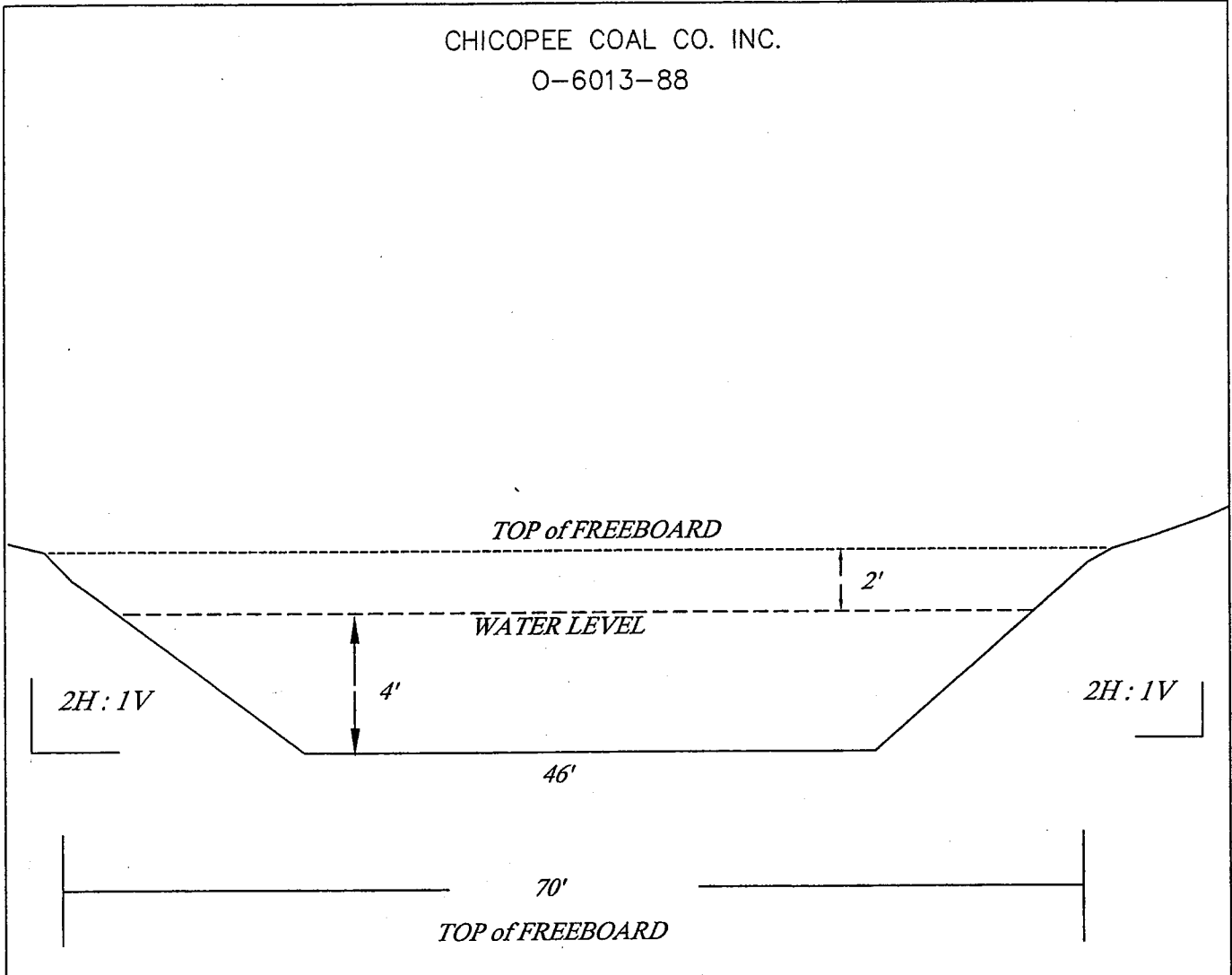


OFFICE OF SPECIAL RECLAMATION	
POND #1 CROSS SECTION TYPICAL CROSS SECTION	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

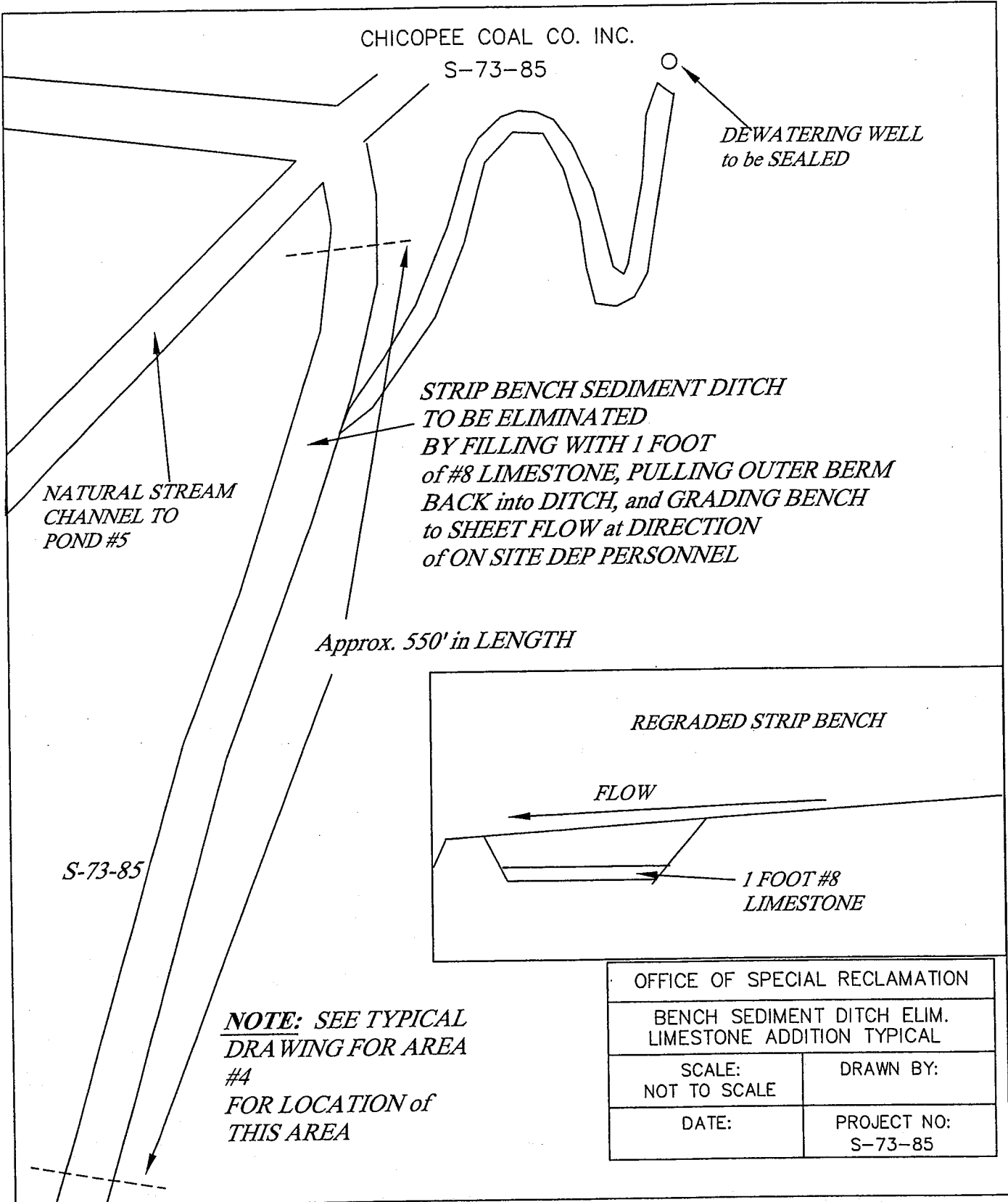
CHICOPEE COAL CO. INC.
 O-6013-88



OFFICE OF SPECIAL RECLAMATION	
POND #5 CROSS SECTION TYPICAL CROSS SECTION	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

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

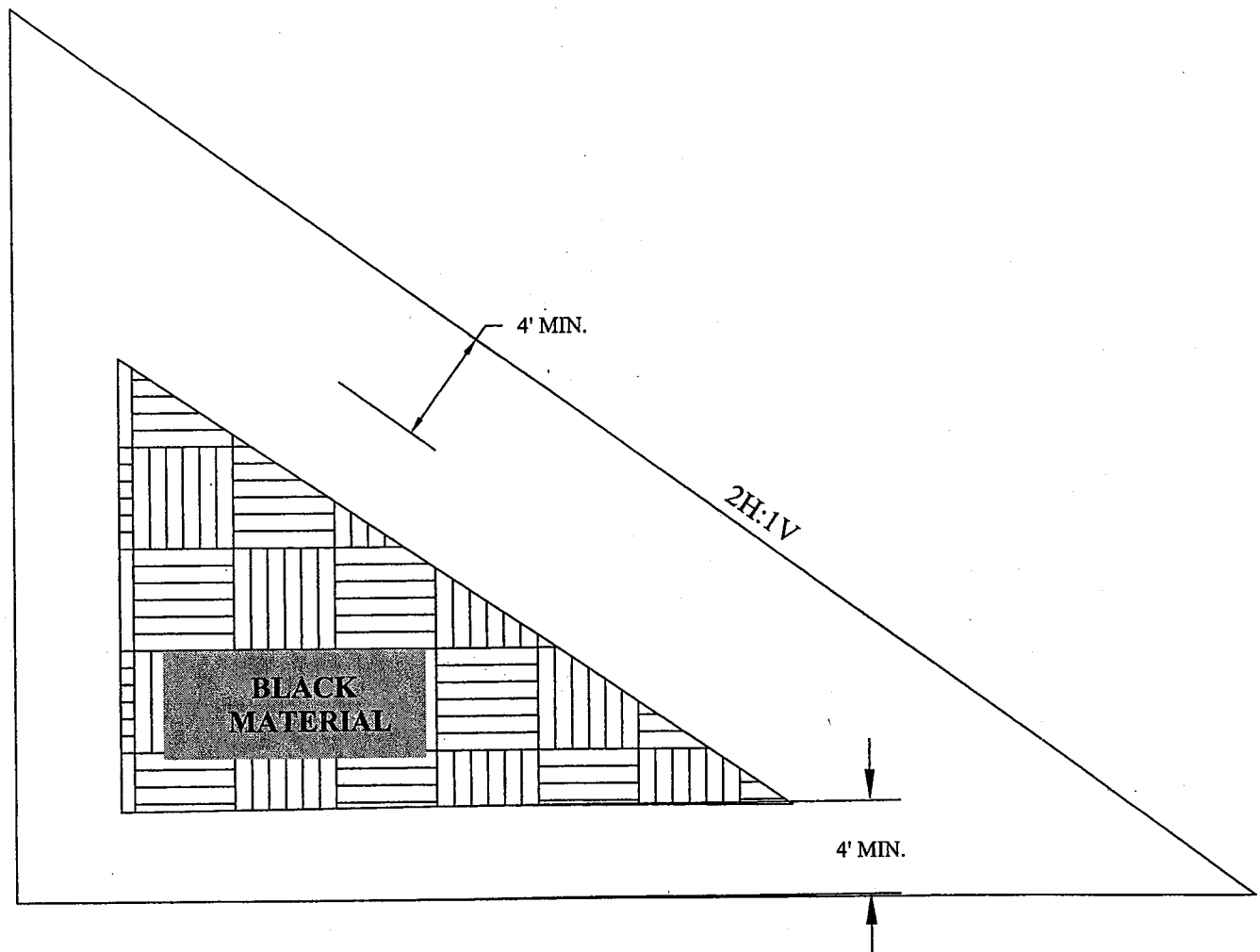
BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



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

BUYER CB-23	REQ. OR PO NO DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 O-6013-88



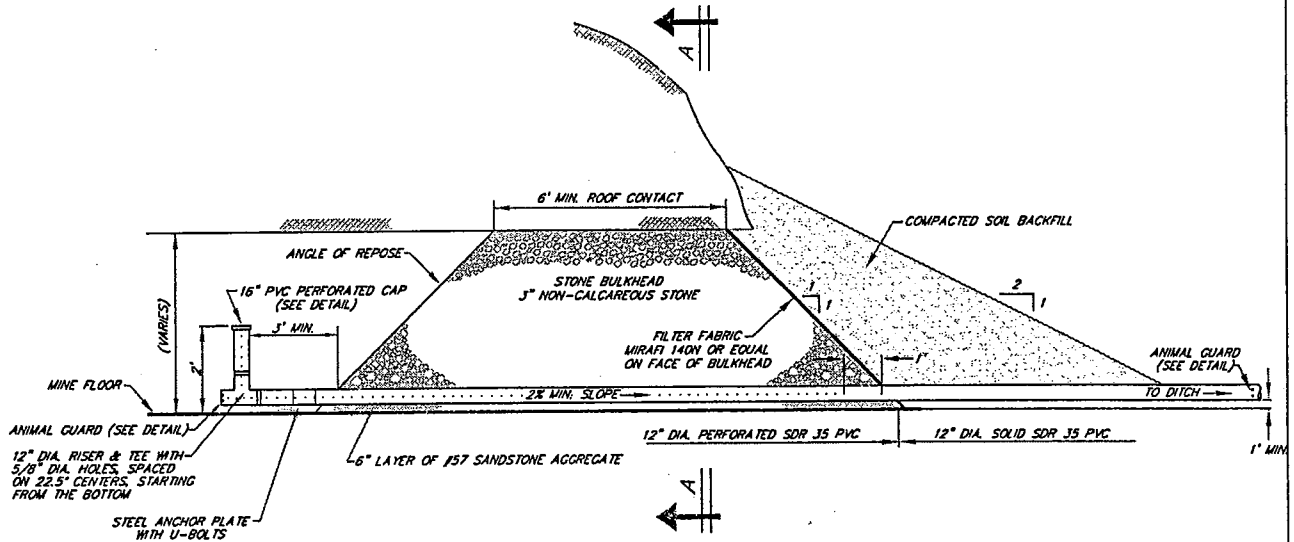
NOTE: Black material shall be isolated in the backfill in such a manner as to have a minimum of four feet (4') of material between black material and any surface.

OFFICE OF SPECIAL RECLAMATION	
BLACK MATERIAL HANDLING BACKFILL TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 1/30/2007	PROJECT NO: O-6013-88

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

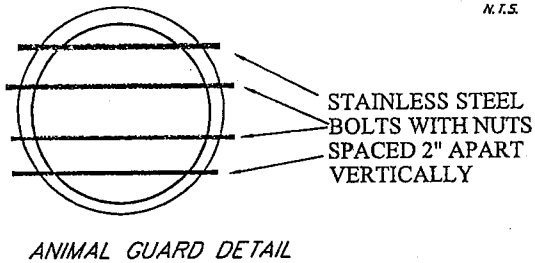
BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 O-6013-88

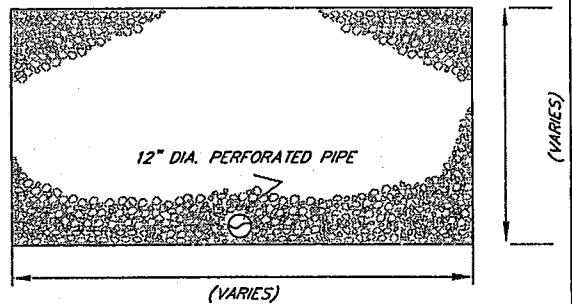


WET MINE SEAL
TYPICAL SECTION

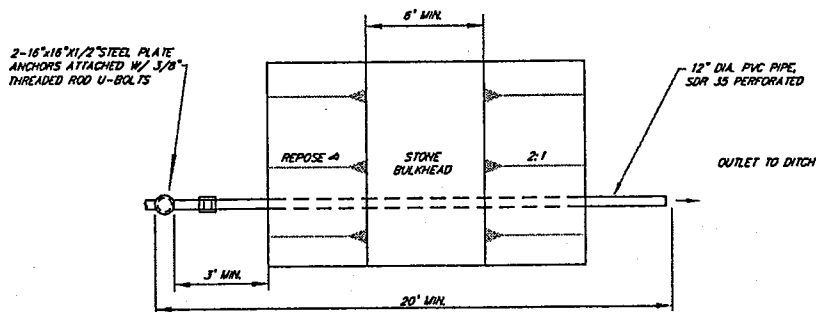
N.T.S.



ANIMAL GUARD DETAIL



SECTION A-A
STONE BULKHEAD
WET MINE SEAL



PLAN
MINE SEAL DETAIL

N.T.S.

plot @ 1"=40'

OFFICE OF SPECIAL RECLAMATION	
WET MINE SEAL TYPICAL	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

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

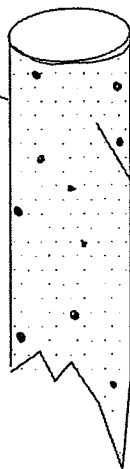
BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 S-73-85

FINAL GRADE

MINIMUM 6"
 SOIL COVER

WELL CASING

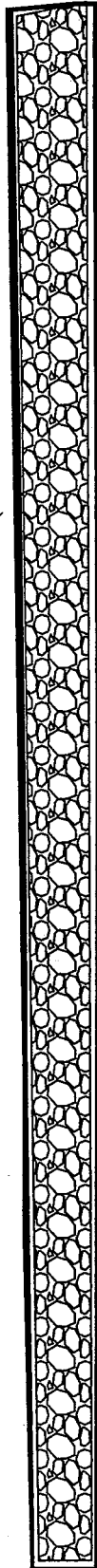


CONCRETE
 GROUT FILL

NOTE: ALL DEWATERING WELLS
 SHALL BE SEALED BY COMPLETELY
 FILLING WELL WITH GROUT

OFFICE OF SPECIAL RECLAMATION	
DEWATERING WELL SEAL TYPICAL	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: S-73-85

LIMESTONE RIP RAP CHANNEL #3



6" HANCOR Sur-lok PERFORATED PIPE

FLOW

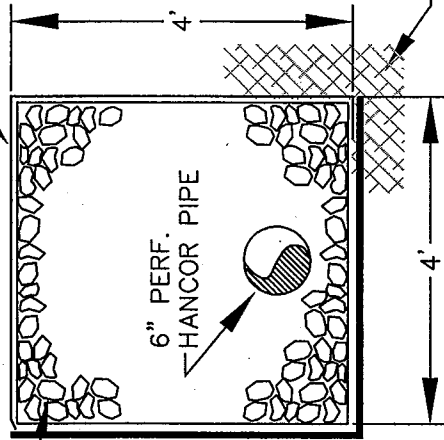
4' x 4' UNDER DRAIN

SIDE VIEW

WRAP 360* WITH FILTER FABRIC (NONWOVEN) WITH 1 FOOT OVERLAP

NOT TO SCALE

3' TO 6" STONE NON-CALCAREOUS (R-3 SIZE)



TO BE INSTALLED ON COMPETENT MATERIAL AS APPROVED BY THE ON-SITE DEP INSPECTOR.

END VIEW

BUYER CB-23

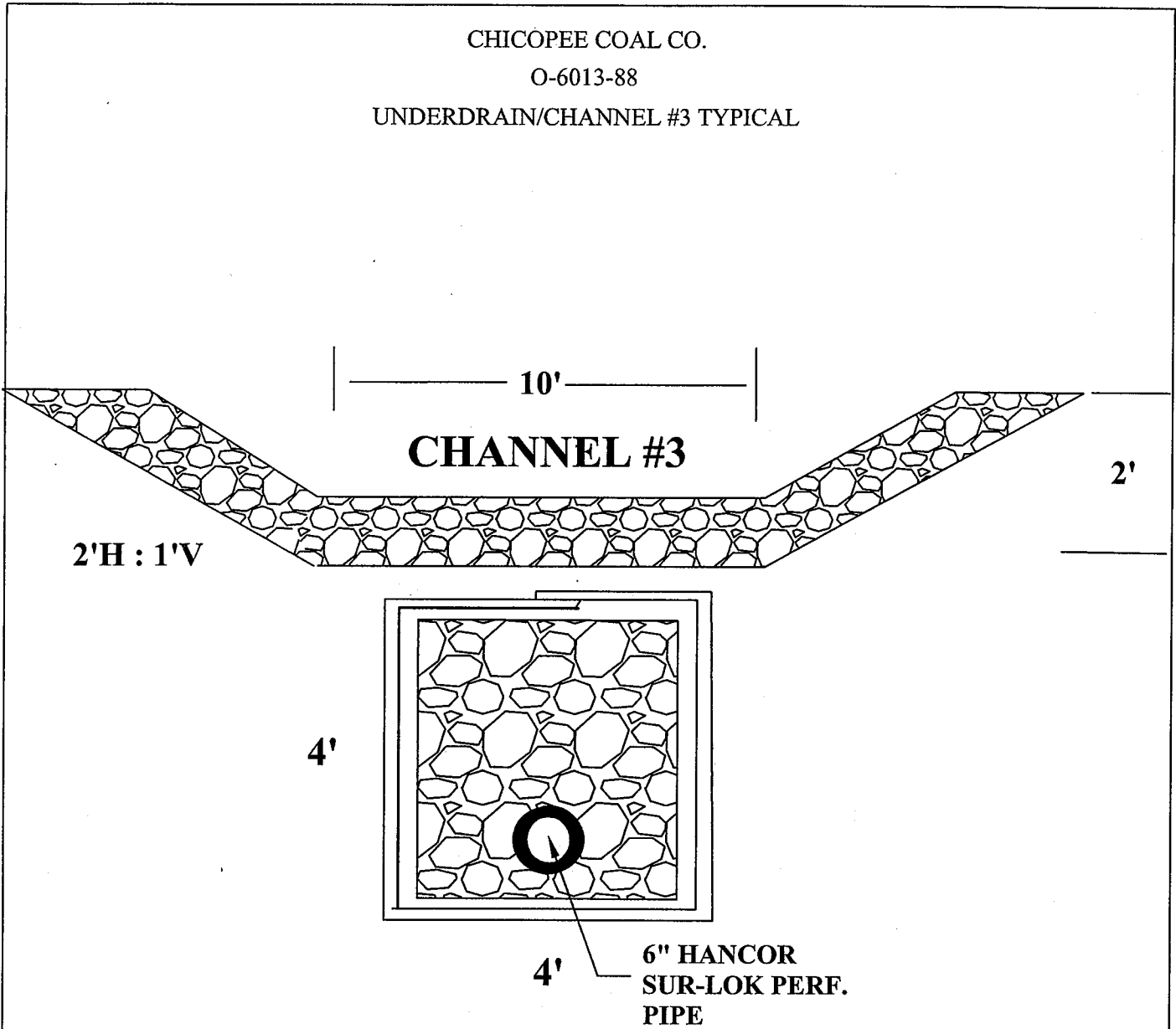
REQ. or P.O. No. DEP 13017

REFUSE TOE to ALK. CELL UNDER DRAIN TYPICAL

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

BUYER CB-23	REQ. OR PO NO DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO.
 O-6013-88
 UNDERDRAIN/CHANNEL #3 TYPICAL



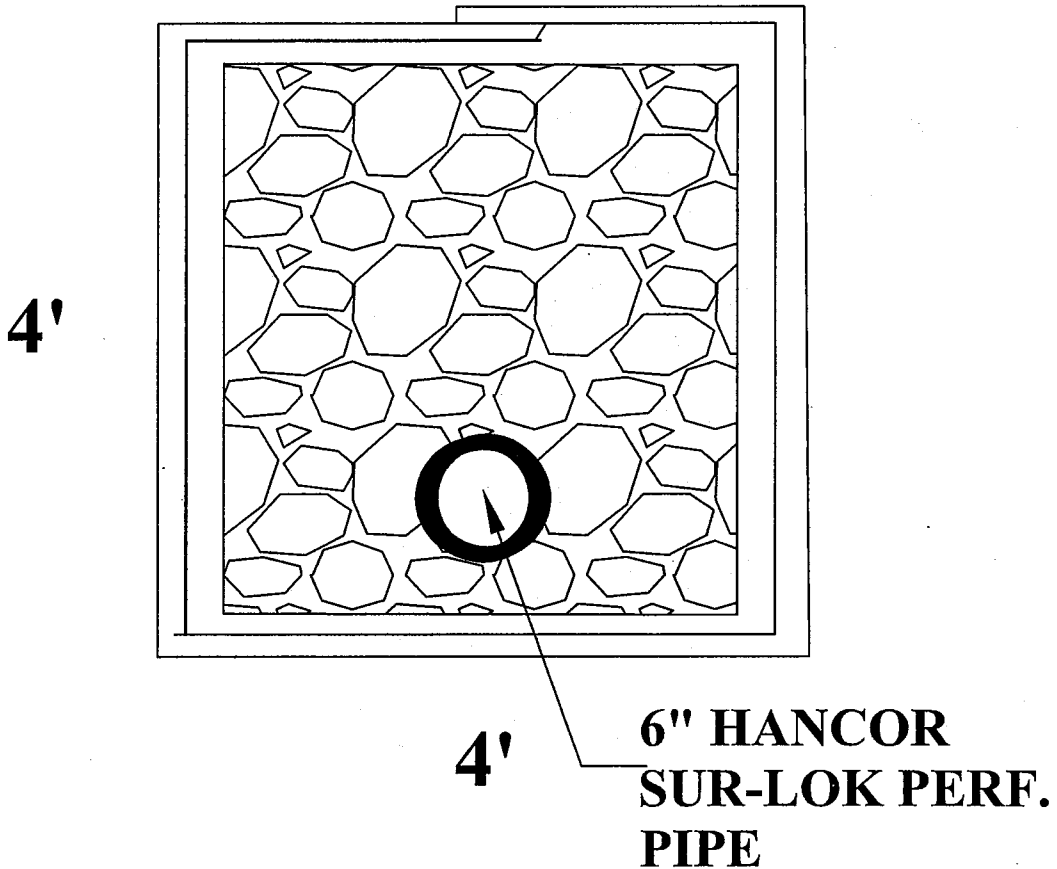
**4' x 4' STANDARD 6" Sandstone RIP
 RAP UNDERDRAIN WRAPPED
 360 with NONWOVEN FILTER
 FABRIC with 6" HANCOR
 SUR-LOK PERF. PIPE**

OFFICE OF SPECIAL RECLAMATION	
UNDERDRAIN/CHANNEL #3 TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/5/2006	PROJECT NO: O-6013-88

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

BUYER CB-23	REQ. OR PO NO DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO.
 S-73-85
 UNDERDRAIN TYPICAL



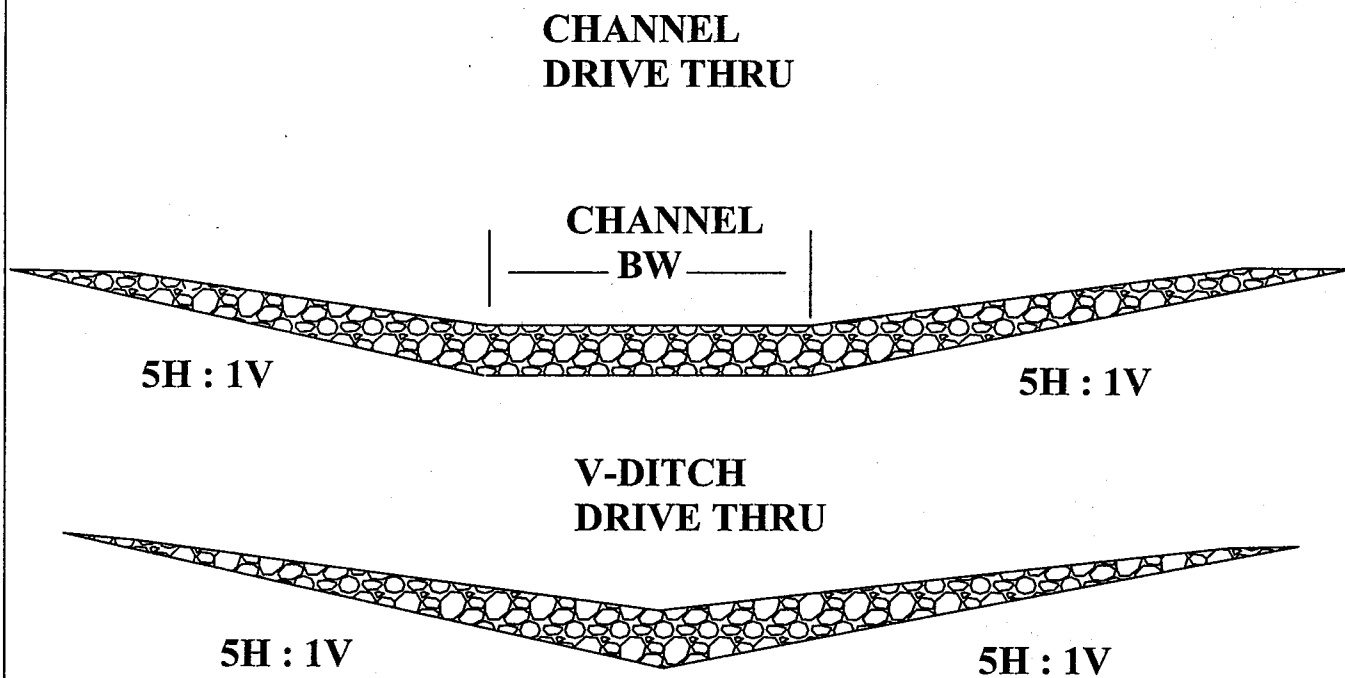
**4' x 4' STANDARD 6" Sandstone RIP
 RAP UNDERDRAIN WRAPPED
 360 with NONWOVEN FILTER
 FABRIC with 6" HANCOR
 SUR-LOK PERF. PIPE**

OFFICE OF SPECIAL RECLAMATION	
UNDERDRAIN TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/5/2006	PROJECT NO: S-73-85

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

BUYER CB-23	REQ. OR PO NO DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO.
 S-73-85, O-6013-88
 TYPICAL CHANNEL/V-DITCH DRIVE THRU

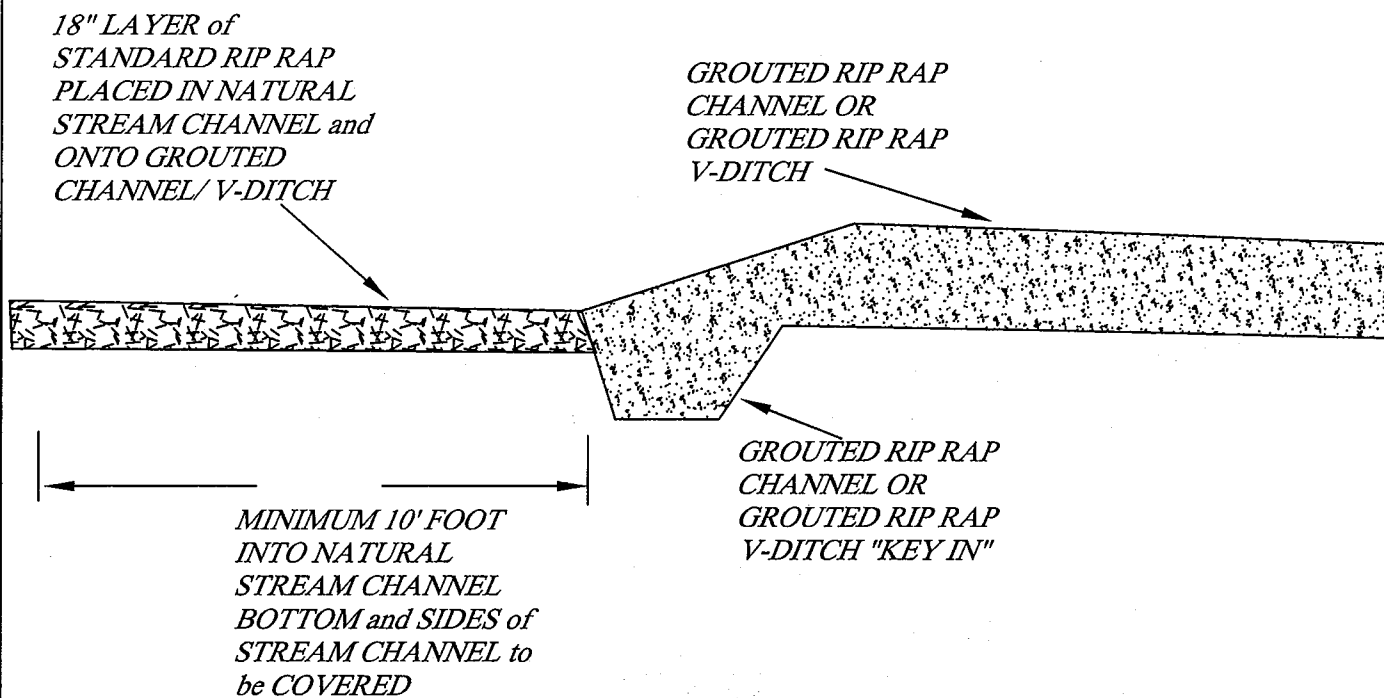


OFFICE OF SPECIAL RECLAMATION	
TYPICAL CHANNEL/V-DITCH DRIVE THRU ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/5/2006	PROJECT NO: S-73-85, O-6013-88

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

NATURAL STREAM CHANNEL to GROUTED CHANNEL/V-DITCH
 O-6013-88

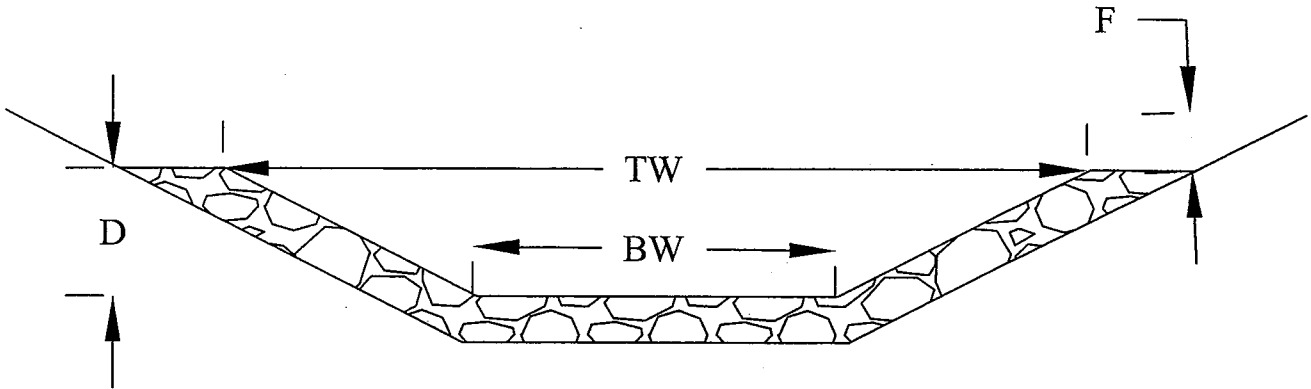


OFFICE OF SPECIAL RECLAMATION	
TRANSITION FROM NAT. STREAM to GROUTED CHAN./ V-DITCH	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88

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

BUYER CB-23	REQ. OR PO NO DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO.
 S-73-85, O-6013-88, U-6018-86, O-6021-89



TYPICAL TRAPEZOIDAL CHANNEL X-SECTION

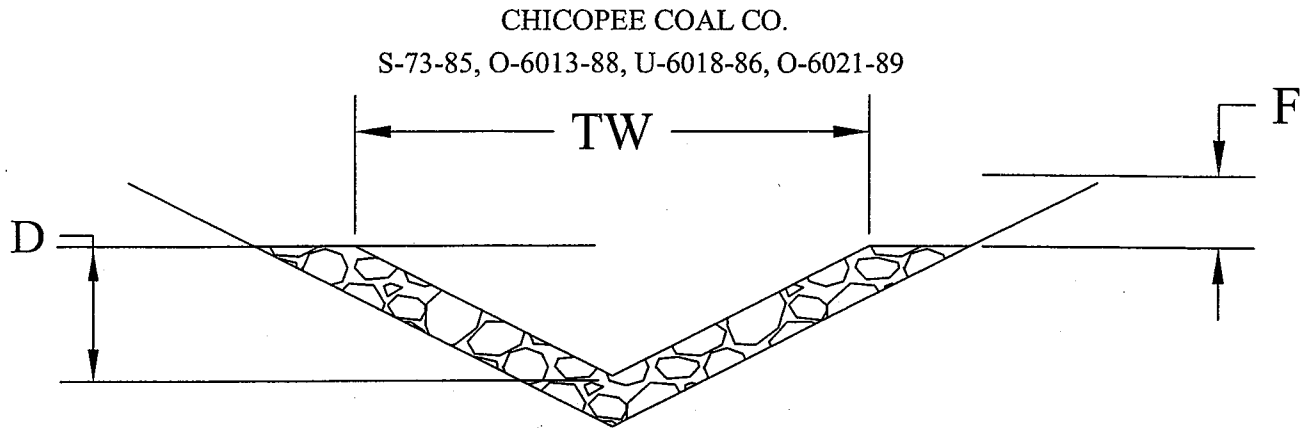
Channel #	Depth (D)	Bottom Width (BW)	Free Board	Lining
Channel #1	2	10	1 Foot	Grouted Rip Rap
Channel #2	2	10	1 Foot	Grouted Rip Rap
Channel #3	2	10	1 Foot	Standard Limestone Rip Rap Choked with 1 1/2" LS Crusher Run
Channel #4	2	25	1 Foot	Standard Limestone Rip Rap Choked with 1 1/2" LS Crusher Run
Channel #5	2	10	1 Foot	Standard Limestone Rip Rap Choked with 1 1/2" LS Crusher Run
Channel #6	2	10	1 Foot	Standard Limestone Rip Rap Choked with 1 1/2" LS Crusher Run
Spillways Sumps 1&2 Pond #5	3	12	1 Foot	Grouted Rip Rap
Spillways Alkalinity Cell#1 Pond #6	2	10	1 Foot	Grouted Rip Rap
Reworked Groin Ditch	2'	10'	1 Foot	Grouted Rip Rap

NOTE: ALL CHANNELS WILL HAVE 2H to 1V SIDE SLOPES and ONE (1) FOOT OF FREEBOARD (F). ALL MEASUREMENTS ARE IN FEET. ROCK BLANKET SHALL BE A MINIMUM OF ONE AND A HALF FEET (1 1/2') THICK THROUGHOUT. ALL GROUTED RIP RAP CHANNELS SHALL HAVE 100% GROUT PENETRATION IN ALL VOIDS.

OFFICE OF SPECIAL RECLAMATION	
TRAPEZOIDAL CHANNEL TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/27/2006	PROJECT NO:

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

BUYER CB-23	REQ. OR PO NO DEP 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



TYPICAL V-DITCH X-SECTION

Ditch Number	Depth (D)	Freeboard	Lining
V-Ditch #1	2 Foot	1 Foot	Grouted Rip Rap
V-Ditch #2	2 Foot	1 Foot	Grouted Rip Rap
V-Ditch #3	2 Foot	1 Foot	18" Standard Limestone Rip Rap Choked with 1 1/2" LS Crusher Run
V-Ditch #4	2 Foot	1 Foot	Grouted Rip Rap
V-Ditch #5	3 Foot	1 Foot	18" Standard Limestone Rip Rap Choked with 1 1/2" LS Crusher Run
V-Ditch #6	3 Foot	1 Foot	18" Standard Limestone Rip Rap Choked with 1 1/2" LS Crusher Run
V-Ditch #7	3 Foot	1 Foot	18" Standard Limestone Rip Rap Choked with 1 1/2" LS Crusher Run
V-Ditch #8	3 Foot	1 Foot	18" Standard Limestone Rip Rap Choked with 1 1/2" LS Crusher Run
V-Ditch #9	3 Foot	1 Foot	18" Standard Limestone Rip Rap Choked with 1 1/2" LS Crusher Run
V-Ditch #10	3 Foot	1 Foot	18" Standard Limestone Rip Rap Choked with 1 1/2" LS Crusher Run
V-Ditch #11	3 Foot	1 Foot	18" Standard Limestone Rip Rap Choked with 1 1/2" LS Crusher Run

NOTE: (1) FT. FREEBOARD (F) FOR ALL DITCHES. DITCH SIDES WILL HAVE 2H to 1V SLOPES. THICKNESS OF ROCK WILL BE A MINIMUM OF 18".

OFFICE OF SPECIAL RECLAMATION	
V-DITCH TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/27/2006	PROJECT NO:

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

CHICOPEE COAL CO. INC.
 O-6013-88, S-73-85

SURE-LOK® PIPE SPECIFICATIONS

Diameter: 4" - 60" (100 - 1500mm)
 Length: • 20' (6m) for 4" - 30" (100 - 750mm) diameter pipe
 • 20.5' (6.24m) for 36" - 60" (900 - 1500mm) diameter pipe
 Specifications: AASHTO M252, Type S; AASHTO M294, Type S; AASHTO MP7
 Joint Performance: Leak-resistant, silt-tight
 Joining System: Bell-and-spigot
 Gasket: Rubber, meeting ASTM F477
 Fittings and Accessories: Hancor manufactures a full complement of fittings for all diameters of Hancor pipe.

SCOPE

This specification describes 4" - 60" (100 - 1500mm) Sure-Lok pipe for use in nonpressure drainage applications.

PIPE REQUIREMENTS

Sure-Lok pipe shall have a smooth interior and annular exterior corrugations.

- 4" - 10" (100 - 250mm) shall meet AASHTO M252, Type S.
- 12" - 48" (300 - 1200mm) shall meet AASHTO M294, Type S.
- 60" (1500mm) shall meet AASHTO MP7.
- Manning's "n" value for use in design shall not be less than 0.010.

JOINT PERFORMANCE

Pipe shall be joined with the Sure-Lok (bell-and-spigot) joint meeting AASHTO M252, AASHTO M294 or MP7. The joint shall be silt-tight and non-rated watertight. Gaskets shall be made of polyisoprene meeting the requirements of ASTM F477 with the addition that the gaskets shall not have any visible cracking when tested according to ASTM D1149 after 72-hour exposure in 50 PPHM ozone at 104°F (40°C). Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

FITTINGS

Fittings shall conform to AASHTO M252, AASHTO M294, or AASHTO MP7-01. Fabricated fittings, where accessible, shall be welded on the interior and exterior joints.

MATERIAL PROPERTIES

Pipe and fitting material shall be high density polyethylene meeting ASTM D3350 minimum cell classification 324420C for 4" - 10" (100 - 250mm) diameters or 335420C for 12" - 60" (300 - 1500mm) diameters. The 12" - 60" (300 - 1500mm) pipe material shall be Hancor Resin 8™, which is a slow crack resistant material evaluated using the single point notched constant tensile load (SP-NCTL) test. Average SP-NCTL test specimens must exceed 24 hrs. with no test result less than 17 hrs.

INSTALLATION

Installation shall be in accordance with ASTM D2321 with the exception that minimum cover in trafficked areas shall be one foot (0.3m) for 4" - 48" (100 - 1200mm) pipe and 18" (0.5m) for 60" (1500mm) pipe.

OFFICE OF SPECIAL RECLAMATION	
HANCOR SURE-LOK PIPE SPECS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88, S-73-85

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

BUYER CB-23	REQ. OR PO NO 13017
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

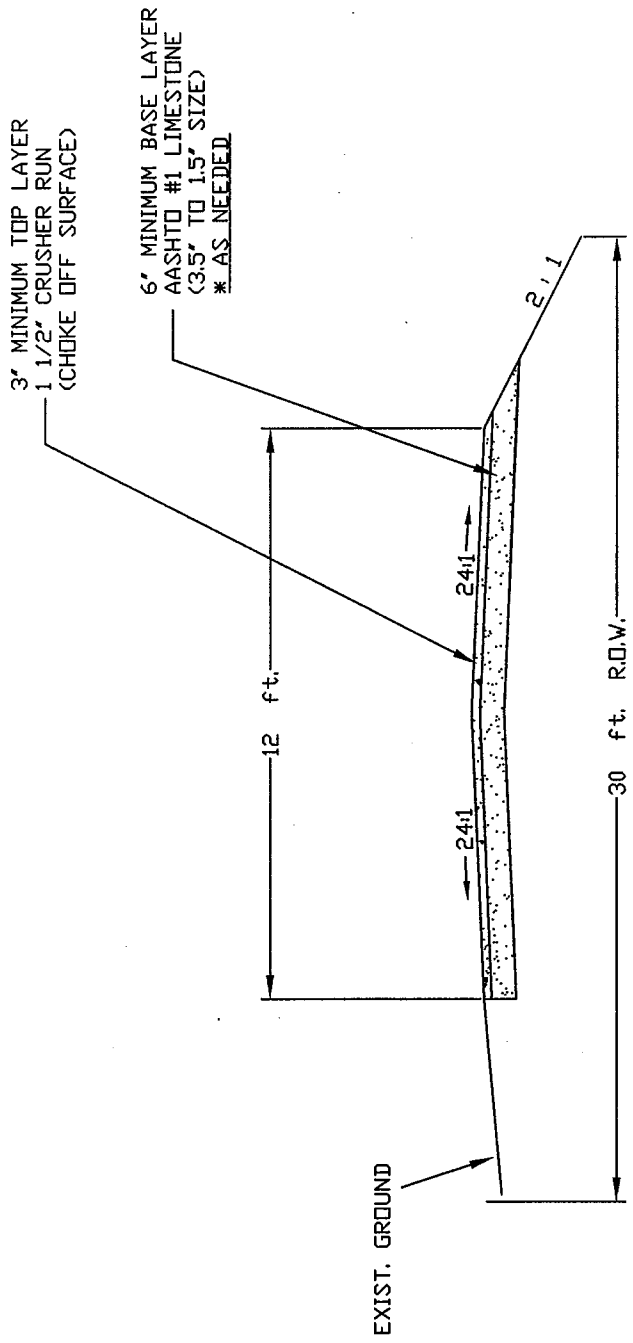
CHICOPEE COAL CO. INC.
 O-6013-88, S-73-85

Nominal Pipe I.D., in. (mm)	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Approx. Pipe O.D., in. (mm)	4.7 (119)	6.9 (175)	9.4 (239)	11.9 (303)	14.2 (361)	17.7 (450)	21.5 (546)	28.4 (721)	36.0 (914)	41.4 (1052)	48.0 (1219)	55.0 (1397)	67.3 (1709)
Approx. Flare O.D., in. (mm)	5.1 (129)	7.4 (188)	9.8 (249)	13.1 (333)	15.4 (391)	19.6 (498)	23.9 (607)	29.9 (759)	37.9 (963)	43.6 (1107)	50.8 (1290)	57.4 (1458)	73.7 (1872)
Approx. Pitch, in. (mm)	0.64 (16.2)	0.73 (18.5)	1.02 (25.9)	1.67 (43)	2.0 (51)	2.4 (61)	3.0 (76)	4.0 (102)	4.0 (102)	4.6 (117)	5.8 (147)	5.8 (147)	7.8 (198)
Approx. Weight, lb/20 ft. stick (kg/6m stick)	0.44 (6.4)	1.03 (15.1)	1.6 (23.3)	2.1 (30.7)	3.3 (48.2)	4.7 (68.6)	6.2 (90.5)	10.7 (156.1)	15.6 (227.7)	18.8 (274.4)	24.7 (360.5)	29.1 (424.7)	42.0 (612.9)
Corrugation	Annular												
Perforations	All diameters available with or without perforations												

OFFICE OF SPECIAL RECLAMATION	
HANCOR SURE-LOK PIPE SPECS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO: O-6013-88, S-73-85

BUYER CB-23	.Q. or P.D. No. DEP 13017
ACCESS ROAD UPGRADE	

CHICOPEE COALS-73-85, D-6013-88
ACCESS ROAD UPGRADE



TYPICAL SECTION

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

Agency _____
REQ.P.O# _____

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (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

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)

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

Surety Corporate Seal

(U)

(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.

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



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

STATE OF _____

COUNTY OF _____, TO-WIT:

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

1. I am an employee of _____; and,
(Company Name)

2. I do hereby attest that _____
(Company Name)

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

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

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____