



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

State of West Virginia Purchase Order

Order Date: 08-12-2024

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

| | | | |
|-----------------------|--------------------------------------|--------------------------|---------|
| Order Number: | CPO 0310 6303 DNR2500000004 1 | Procurement Folder: | 1404548 |
| Document Name: | Palestine Fish Hatchery Improvements | Reason for Modification: | |
| Document Description: | Palestine Fish Hatchery Improvements | | |
| Procurement Type: | Central Purchase Order | | |
| Buyer Name: | Joseph E Hager III | | |
| Telephone: | (304) 558-2306 | | |
| Email: | joseph.e.hageriii@wv.gov | | |
| Shipping Method: | Best Way | Effective Start Date: | |
| Free on Board: | FOB Dest, Freight Prepaid | Effective End Date: | |

| VENDOR | DEPARTMENT CONTACT | | | | | | | | | | | | | | | | | | | | |
|--|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|-------------|--|--|----|-------------|--|--|----|-------------|--|--|--|
| Vendor Customer Code: VS0000016678 AMPECO INC PO Box 681 Elkview WV 25071-0681 US Vendor Contact Phone: 304-539-8497 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table> | | Discount Allowed | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | Not Entered | | | #3 | Not Entered | | | #4 | Not Entered | | | Requestor Name: James H Adkins Requestor Phone: (304) 558-3397 Requestor Email: jamie.h.adkins@wv.gov 2025 FILE LOCATION |
| | Discount Allowed | Discount Percentage | Discount Days | | | | | | | | | | | | | | | | | | |
| #1 | No | 0.0000 | 0 | | | | | | | | | | | | | | | | | | |
| #2 | Not Entered | | | | | | | | | | | | | | | | | | | | |
| #3 | Not Entered | | | | | | | | | | | | | | | | | | | | |
| #4 | Not Entered | | | | | | | | | | | | | | | | | | | | |

| INVOICE TO | SHIP TO |
|---|---|
| DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV 25305 US | DIVISION OF NATURAL RESOURCES PALESTINE HATCHERY ELIZABETH WV 26143 US |

| | |
|---------------------|--------------|
| Total Order Amount: | \$524,137.00 |
|---------------------|--------------|

Purchasing Division's File Copy

| | | |
|---|--|---|
| PURCHASING DIVISION AUTHORIZATION DATE: 8/14/2024 ELECTRONIC SIGNATURE ON FILE | ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 8/19/2024 ELECTRONIC SIGNATURE ON FILE | ENCUMBRANCE CERTIFICATION DATE: 8-19-24 ELECTRONIC SIGNATURE ON FILE |
|---|--|---|

Extended Description:

The vendor, Ampeco Inc., agrees to enter into this contract with the agency, The West Virginia Division of Natural Resources (WVDNR), for the Palestine Fish Hatchery, construction of new facilities and upgrades located at Elizabeth, West Virginia per the specification, terms and conditions, Addendum #1 issued 5/28/2024, Addendum #2 issued 6/11/2024, and the vendors submitted bid response dated 6/25/2024, all incorporated herein by reference and made a part hereof.

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 1 | 72141212 | 0.00000 | | 0.000000 | 524137.00 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: Pond construction service

Extended Description:

Palestine Fish Hatchery Pond Rehabilitation and New Plumbing Construction.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ 365 _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☒ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$500,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☒ \$500.00 for each day beyond the contract completion date.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

- ☒ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

5. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

8. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include: (i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs; (ii) Bona fide independent contractors; or (iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

10. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DNR 24*20

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Ampco Inc
Company

Chris Dyer
Authorized Signature

6-25-24
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Ampco Inc

☒ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

[illegible]

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Aaron Putillian, Pres.

(Address) P.O. Box 681 Elkview, WV 25071

(Phone Number) / (Fax Number) 304 539-8570

(email address) Ampco18@gmail.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Ampco Inc
(Company)

Aaron Putillian
(Signature of Authorized Representative)

Aaron Putillian Pres.
(Printed Name and Title of Authorized Representative) (Date)

304 539-8570
(Phone Number) (Fax Number)

Ampco18@gmail.com
(Email Address)

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Palestine State Fish Hatchery to establish a contract for the Rehabilitation and Modification of twenty (20) existing ponds.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 “Construction Services” means excavating, compacting, installing, and constructing Pond Modifications as more fully described in the Project Plans.

2.2 “Pricing Page” means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 “Project Plans” means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

4.1. Experience: Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance

with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

West Virginia Department of Natural Resources, (WV DNR)
Planning Engineering and Maintenance Department, (PEM)
Contact: Tammy Coppala , Administrative Services Assistant
324 4th Avenue
South Charleston, WV 25303
(304) 558.2764
Tammy.F.Coppala@wv.gov

Request information to receive digital PDF drawings and specifications files at no charge.

Copies of project plans can be examined at the following locations:

Contractors Association of West Virginia

2114 Kanawha Boulevard East
Charleston, West Virginia 25311

Phone: 304-342-1166

Fax: 304-342-1074

Email: planroom@cawv.org

Pennsylvania Builders Exchange

1813 N. Franklin Street
Pittsburgh, PA 15233

Phone: 412-922-4200

Fax: 412-928-9406

Email: Karen@pbe.org

Kanawha Valley Builders Association

1627 Bigley Avenue
Charleston, WV 25302

Phone: 304-342-7141

Fax: 304-343-8014

Email: Luther@kvba.com

Construction Employers Association NCWV

2794 White Hall Blvd
White Hall, WV 26554
Phone: 304-367-1290 ext. 17

Fax: 304-367-0126

Email: ceaplanroom@ceawv.com

Parkersburg Marietta Contractors Association

2905 Emerson Avenue
Parkersburg, WV 26104

Phone: 304-485-6485

Fax: 304-428-7622

Email: pmcadesk@gmail.com

Ohio Valley Construction Employers Council

21 Armory Drive
Wheeling, WV 26003

Phone: 304-242-0520

Fax: 304-242-7261

Email: ovcec@ovcec.com

**REQUEST FOR QUOTATION
Palestine State Fish Hatchery
Pond Rehabilitation**

10. CONDITIONS OF THE WORK

10.1. Permits: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

10.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

10.3. Standard Work Hours: The standard hours of work for this Contract will Monday through Friday, 7am – 7pm, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

10.4. Project Closeout: Project Closeout shall include the following:

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**REQUEST FOR QUOTATION
Palestine State Fish Hatchery
Pond Rehabilitation**

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

REQUEST FOR QUOTATION
Palestine Fish Hatchery
Pond Rehabilitation

EXHIBIT A – Pricing Page Revised 6/11/2024

Name of Bidder:

Ampico Inc

Address of Bidder:

P.O. Box 681
Elkview, WV 25071

Phone Number of Bidder:

304 539-8570

WV Contractors License No.

WV 057574

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

Base Bid

The Base Bid shall consist of the rehabilitation of Ponds 5, 6, 10, 11, 12, 14, 15, 16, 25, 26 and other miscellaneous items for a complete and in-place installation. and all the work described and specified in the Bidding Documents, Construction Plans, and Project Manual/Construction Specifications as Base Bid. The work shall include any other miscellaneous items for a complete and in-place installation.

Total Base Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in numbers.

314,671.00

Total Base Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in words.

Three Hundred Fourteen Thousand
Six Hundred Seventy One

**REQUEST FOR QUOTATION
Palestine Fish Hatchery
Pond Rehabilitation**

Additive/Deductive Alternate Bids - Revised 6/11/2024

The following Additive Alternate Bid Items are not to be included in the Base Bid. If the Additive Alternates is selected by the Owner, the work described in the Additive Alternates shall be added to the Contract and the amount indicated for the Additive Alternates shall be added to the Base Bid. Amount to be shown in both words and figures. In case of a discrepancy, the amount in words shall govern. The Alternate Bid shall consist of all the work described and specified in the Bidding Documents, Construction Plans, and Project Manual/Construction Specifications as Alternate No. 1 and Alternate No 2.

Alternate No. 1

Additive Alternate No. 1 shall consist of the rehabilitation of Ponds 1, 2, 3, 4, 28, 29, 30 and other miscellaneous items for a complete and in-place installation.

Total Alternate No. 1 Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in numbers.

209,466.00

Total Alternate No. 1 Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in words.

Two Hundred Nine Thousand
Four Hundred Sixty Six

Alternate No. 2

Additive Alternate No. 2 shall consist of the rehabilitation of Ponds 8, 19, 20, 21 and other miscellaneous items for a complete and in-place installation.

Total Alternate No. 2 Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in numbers.

933,289.00

Total Alternate No. 2 Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in words.

Nine Hundred Thirty Three Thousand
Two Hundred Eighty Nine

The Bidder understands that the successful Bidder will be determined based upon the lowest Base Bid or the lowest combination of the Base Bid and the Additive Alternates as selected.

Authorized Vendor Signature: _____

Alan Putter

Exhibit "A" Pricing Page Revised 6/11/2024

Palestine Pond Rehabilitation

Name of Vendor: Ampco Inc

Signature of Vendor: Gawn Auer Date: 6-25-24

The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth.

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | ITEM COST |
|---|---|----------|------|-----------|------------|
| Base Bid- Ponds 5, 6, 10, 11 12, 14, 15, 16, 25, 26 | | | | | |
| 1 | Mob/Demob (MAX. 10% OF CONTRACT VALUE) | 1 | LS | 12000 | 12,000.00 |
| 2 | Surveying (MAX. 5% CONTRACT VALUE) | 1 | LS | 14000 | 14,000.00 |
| 3 | Quality Control (MAX. 5% OF CONTRACT VALUE) | 1 | LS | 7000 | 7,000.00 |
| 4 | Demolition/Removal (Existing Structures) | 1 | LS | 14000 | 14,000.00 |
| 5 | Erosion Control | 1 | LS | 14000 | 14,000.00 |
| 6 | Dewatering | 1 | LS | 3000 | 3,000.00 |
| 7 | Pond Embankment Area to be Tilled 6" deep and Bentonite applied per details | 13,780 | SF | 7 | 96,460.00 |
| 8 | Bentonite | 27,560 | LB | 1 | 27,560.00 |
| 9 | Compaction for embankment (sheep roller then smooth compacted) | 13780 | SF | .70 | 9,646.00 |
| 10 | 10" Waterman Gate Valve, Installed w/ O&P | 10 | EA | 3100 | 31,000.00 |
| 11 | Butt Fusion Tee 10" HDPE Pipe SDR 32.5 | 15 | EA | 1000 | 15,000.00 |
| 12 | Concrete Headwall | 10 | EA | 1900 | 19,000.00 |
| 13 | Anti-Seepage Collars- Sand | 7 | CY | 200 | 1,400.00 |
| 14 | 10" HDPE Pipe SDR 32.5, | 1040 | LF | 25 | 26,000.00 |
| 15 | Trench excavation (34" wide X 46" deep) | 1040 | LF | 12 | 12,480.00 |
| 16 | Cut Concrete at Catch Basin and plumb piping | 3 | EA | 1000 | 3,000.00 |
| 17 | Build a new Catch Basin Pad w gravel (30ft. X 30ft.) | 1 | EA | 8000 | 8,000.00 |
| 18 | Place structural fill around existing Catch Basin and gully | 15 | CY | 75 | 1,125.00 |
| Base Bid- TOTAL BID AMOUNT | | | | | 314,671.00 |
| Alternative Bid #1- Ponds 1, 2, 3, 4, 28, 29, 30 | | | | | |
| 19 | Excavation- 6-Inch of soil removed from bottom of Pond 3 & 4 | 46,000 | CF | .66 | 30,360.00 |
| 20 | Pond Embankment Area to be Tilled 6" deep and Bentonite applied per details | 13,650 | SF | 1.21 | 16,516.50 |
| 21 | Bentonite (includes half the bottom of Pond 3 and 4) | 119,300 | LB | .68 | 81,124.00 |
| 22 | Compaction for embankment (sheep roller then smooth compacted) | 13,650 | SF | .97 | 13,240.50 |
| 23 | Compaction for bottom of pond 3 and 4 (sheep roller then smooth) | 82,000 | SF | .04 | 3,680.00 |
| 24 | 10" Waterman Gate Valve, Installed w/ O&P | 7 | EA | 3000 | 21,000.00 |
| 25 | Butt Fusion Tee 10" HDPE Pipe SDR 32.5 | 11 | EA | 1000 | 11,000.00 |
| 26 | Concrete Headwall | 7 | EA | 1900 | 13,300.00 |
| 27 | Anti-Seepage Collars- Sand | 3.5 | CY | 200 | 700.00 |
| 28 | 10" HDPE Pipe SDR 32.5, | 410 | LF | 25 | 10,250.00 |
| 29 | Trench excavation (34" wide X 46" deep) | 410 | LF | 12 | 4,920.00 |
| 30 | Cut Concrete at Catch Basin and plumb piping | 3 | EA | 1000 | 3,000.00 |
| 31 | Place structural fill around existing Catch Basin and gully | 5 | CY | 75 | 375.00 |
| Alternative Bid #1 - TOTAL BID AMOUNT | | | | | 209,466.00 |
| Alternative Bid #2- Ponds 18, 19, 20, 21 | | | | | |
| 31 | Pond Embankment Area to be Tilled 6" deep and Bentonite applied per details | 7,300 | SF | 5 | 36,500.00 |
| 32 | Bentonite | 14,600 | LB | 1 | 14,600.00 |
| 33 | Compaction for embankment (sheep roller then smooth compacted) | 7,300 | SF | .43 | 3,139.00 |
| 34 | 10" Waterman Gate Valve, Installed w/ O&P | 3 | EA | 3000 | 9,000.00 |
| 35 | Butt Fusion Tee 10" HDPE Pipe SDR 32.5 | 6 | EA | 1000 | 6,000.00 |
| 36 | Concrete Headwall | 3 | EA | 1900 | 5,700.00 |
| 37 | Anti-Seepage Collars- Sand | 2 | CY | 200 | 400.00 |
| 38 | 10" HDPE Pipe SDR 32.5, | 740 | LF | 25 | 18,500.00 |
| 39 | Trench excavation (34" wide X 46" deep) | 740 | LF | 12 | 8,880.00 |
| 40 | Build a new Catch Basin Pad w gravel (30 ft. X 30ft.) | 1 | EA | 8000 | 8,000.00 |

Exhibit "A" Pricing Page (cont') Revised 6/11/24

Palestine Pond Rehabilitation

Name of Vendor: _____

Date: _____

Signature of Vendor: _____

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | ITEM COST |
|--|---|----------|------|-----------|------------|
| Alternative Bid #2- Ponds 18, 19, 20, 21 | | | | | |
| 41 | Surveying (MAX. 5% CONTRACT VALUE) | 1 | LS | 5 000 | 5,000.00 |
| 42 | Quality Control (MAX. 5% OF CONTRACT VALUE) | 1 | LS | 5 000 | 5,000.00 |
| 43 | Demolition/Removal (Existing Structures) | 1 | LS | 2 800 | 2,800.00 |
| 44 | Seeding/Mulching | 1 | LS | 20,000 | 20,000.00 |
| 45 | Dewatering | 1 | LS | 10,000 | 10,000.00 |
| 46 | Erosion Control (Super Silt Fence installed) See Attachment 9 | 100 | FT | 5 | 500.00 |
| 47 | Pond Embankment Excavation (See Attachment 7) | 307,200 | CF | .20 | 61,440.00 |
| 48 | Bentonite @ 2lb./cubic ft. mixed homogenously with Excavated | 614,400 | LB | .70 | 430,080.00 |
| 49 | Re-construction of Pond Embankment (Compacted in 1 ft. Lifts) | 1 | LS | 200,000 | 200,000.00 |
| 50 | Sprinkle Bentonite (1 lb/sq.ft.) evenly to the top surface of the side slope and compact w/ smooth roller | 13,650 | LB | 1 | 13,650.00 |
| 51 | 10" Waterman Gate Valve, Installed w/ O&P (See Attachment 8) | 4 | EA | 3 000 | 12,000.00 |
| 52 | Butt Fusion Tee 10" HDPE Pipe SDR 32.5 | 8 | EA | 1 000 | 8,000.00 |
| 53 | Concrete Headwall (See Attachment 2) | 4 | EA | 1 900 | 7,600.00 |
| 54 | Install Anti-Seepage Sand Collars- (2 per pond) See Attachment 6 | 8 | EA | 200 | 1,600.00 |
| 55 | 10" HDPE Pipe SDR 32.5, | 1000 | LF | 25 | 25,000.00 |
| 56 | Trench excavation (34" wide X 46" deep) | 1000 | LF | 12 | 12,000.00 |
| 57 | Build a new Catch Basin Pad w gravel (30 ft. X 30ft.) | 1 | EA | 8 000 | 8,000.00 |
| Alternative Bid #2- TOTAL BID AMOUNT | | | | | 933,289.00 |

West Virginia Division of Natural Resources

Pond Rehabilitation Project

Palestine State Fish Hatchery
Wirt County, West Virginia
27 Paddlefish Lane
Elizabeth, WV 26143

May 28, 2024

SECTION 1 - SUMMARY

1. PROJECT

- A. Project Name: Palestine State Fish Hatchery Pond Rehabilitation Project
- B. Location: Wirt County, 27 Paddlefish Lane, Elizabeth, WV 26143
- C. Agency's Name: West Virginia Division of Natural Resources
- D. The project generally consists of the Rehabilitation of the twenty (20) existing ponds on site. Many of the ponds are leaking along the outlet pipe channel and/or through one side of the embankment. The specific plans to repair each pond are shown per the attached sheets. Ponds leaking through the embankment will use *The Mixed Blanket Method* for Bentonite Pond Sealant (see Attachment 5). Ponds No.3 and No.4 leak through the bottom and will use *The Blanket Method* for Bentonite Pond Sealant. Also, in addition, each pond requires installing a new 10-inch Waterman canal gate valve, anti-seep sand collars, installation/plumbing of new 10-inch HDPE outlet piping into and from the concrete Catch Basins and then install new HDPE pipe from Catch Basin to the outlet near river. Most of the ponds discharge into a Catch Basin designed to capture the fish when needed and then discharge into the river via piping. As per the attached sheets, some Catch Basins will require some work to plumb the new HDEP piping into the structure. There are two new 30 ft. X 30 ft. pads that must be constructed as per the attached sheets. Also, in addition there are two existing Catch Basins that have large erosion gullies around the perimeter of the Catch Basin and require fill to be placed around the structure. This project will have a base bid that includes the repair of ponds most critical to the success of the hatchery and two alternative bids for the repair of ponds less important to the operation.

2. SCOPE OF WORK

A. Base Bid- Pond 5

This pond leaks along the entire length of the south embankment. The south side of the embankment (200 ft.) must be repaired with bentonite as per the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as per the attached details show. Install New 10-inch SDR 32.5 HDPE pipe from new outlet gate valve to join with Pond 6 piping and then to New Catch Basin Pad. The Catch Basin #56 pad will need to be constructed as per the attached details show.

B. Base Bid- Pond 6

This pond leaks along the entire length of the south embankment and along the outlet pipe. The south side of the embankment (160 ft.) should be repaired with bentonite as per the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as per the attached details show. Install New 10-inch SDR 32.5 HDPE pipe from new outlet gate valve to join with Pond 5 piping and then to New Catch Basin #56 pad.

C. Base Bid- Pond 10

This pond leaks along the entire length of the south embankment and along the outlet pipe. The south side of the embankment (130 ft.) should be repaired with bentonite as per the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at the appropriate intervals as per the attached details show. Install New 10-inch SDR 32.5 HDPE pipe from the new outlet valve to the existing Catch Basin #10 and then from Catch Basin to the designated outlet location on the riverbank. The HDPE Pipe can be left on the surface once it leaves the Catch Basin. The Concrete at the Catch Basin will need to be cut so that the new pipe can be plumbed in.

D. Base Bid- Pond 11

This pond leaks along the entire length of the south embankment and along the outlet pipe. The south side of the embankment (112 ft.) should be repaired with bentonite as per the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as per the attached details show. Install New 10-inch SDR 32.5 HDPE pipe from the new

outlet valve to join with Pond 12 outlet piping and then plumbed into the existing Catch Basin #12 and then from Catch Basin to the designated outlet location on the riverbank. The HDPE Pipe can be left on the surface once it leaves the Catch Basin. The Concrete at the Catch Basin will need to be cut so that the new pipe can be plumbed in.

E. Base Bid- Pond 12

This pond leaks along the entire length of the south embankment and along the outlet pipe. The south side of the embankment (170 ft.) should be repaired with bentonite as per the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as per the attached details show. Install New 10-inch SDR 32.5 HDPE pipe from the new outlet valve to join with Pond 11 outlet piping and then plumbed into the existing Catch Basin #12 and then from Catch Basin to the designated outlet location on the riverbank. The HDPE Pipe can be left on the surface once it leaves the Catch Basin. The Concrete at the Catch Basin will need to be cut so that the new pipe can be plumbed in.

F. Base Bid- Pond 14

This pond leaks along the entire length of the south embankment and along the outlet pipe. The south side of the embankment (116 ft.) should be repaired with bentonite as per the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as per the attached details show. Install New 10-inch SDR 32.5 HDPE pipe from the new outlet valve to the designated outlet location on the riverbank.

G. Base Bid- Pond 15

This pond leaks along the entire length of the south embankment and along the outlet pipe. The south side of the embankment (130 ft.) should be repaired with bentonite as per the attached details show.. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as per the attached details show. Install New 10-inch SDR 32.5 HDPE pipe from the new outlet valve to the designated outlet location on the riverbank.

H. Base Bid- Pond 16

This pond leaks along the entire length of the south embankment and along the outlet pipe. The south side of the embankment (120 ft.) should be repaired with bentonite as per the attached details show.. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as

per the attached details show. Install New 10-inch SDR 32.5 HDPE pipe from the new outlet valve and will be joined with Pond 25 piping and Pond 26 outlet piping through a manifold system and then plumbed into the existing Catch Basin #25 and then from the Catch Basin to the designated outlet location on the riverbank. The HDPE Pipe can be left on the surface once it leaves the Catch Basin. The Concrete at the Catch Basin will need to be cut so that the new pipe can be plumbed in. **Catch Basin #25 has erosion gullies around it and will need fill material placed in and around the Catch Basin.** Fill material is easily accessible on site.

I. Base Bid- Pond 25

This pond leaks along the entire length of the south embankment and along the outlet pipe. The south side of the embankment (130 ft.) should be repaired with bentonite as per the attached details show. A new 10-inch Waterman Canal Gate Valve installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as per the attached details show. Install New 10-inch SDR 32.5 HDPE pipe from the new outlet valve and will be joined with Pond 16 piping and Pond 26 outlet piping through a manifold system and then ran into the existing Catch Basin #25 and then from the Catch Basin to the designated outlet location on the riverbank. The HDPE Pipe can be left on the surface once it leaves the Catch Basin.

J. Base Bid- Pond 26

This pond leaks along the entire length of the south embankment and along the outlet pipe. The south side of the embankment (110 ft.) should be repaired with bentonite as per the attached details show.. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as per the attached details show. Install New 10-inch SDR 32.5 HDPE pipe from the new outlet valve and will be joined with Pond 16 piping and Pond 25 outlet piping through a manifold system and then ran into the existing Catch Basin #25 and then from the Catch Basin to the designated outlet location on the riverbank. The HDPE Pipe can be left on the surface once it leaves the Catch Basin.

K. Alternative Bid #1- Pond 1

This pond leaks along the entire length of the north embankment. The north side of the embankment (80 ft.) should be repaired with bentonite as per the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. One (1) Sand Collar will need to be installed at appropriate intervals as per the attached details show. Install New 10-inch SDR 32.5 HDPE pipe from new outlet gate valve to join with Pond 2 outlet piping and then plumbed into Catch Basin #1.

L. Alternative Bid #1- Pond 2

This pond leaks along the entire length of the north embankment. The north side of the embankment (100 ft.) should be repaired as per the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. One (1) Sand Collar will need to be installed at appropriate intervals as per the attached details show. Install New 10-inch SDR 32.5 HDPE pipe from new outlet gate valve to join with Pond 1 outlet piping and then plumbed into Catch Basin #1.

M. Alternative Bid #1- Pond 3

This pond leaks along the north embankment and the bottom of the pond. The embankment will be repaired using The Mixed Blanket Method for Bentonite Pond Sealant as shown in the attached details. To fix the leaking from the pond bottom (30,000 sq. ft.) , use The Blanket Method for Bentonite Pond Sealant as the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. One (1) Sand Collar will need to be installed at the appropriate interval as per the attached details show. Install New 10-inch SDR 32.5 HDPE pipe from new outlet gate valve and plumbed into Catch Basin #3.

N. Alternative Bid #1- Pond 4

This pond leaks along the north embankment and the bottom of the pond. The embankment will be repaired using The Mixed Blanket Method for Bentonite Pond Sealant as shown in the attached details. To fix the leaking from half of the pond bottom (35,000 sq. ft.) , use The Blanket Method for Bentonite Pond Sealant as the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. One (1) Sand Collar will need to be installed at the appropriate interval as per the attached details show. Install New 10-inch SDR 32.5 HDPE pipe from new outlet gate valve to Pond #3.

O. Alternative Bid #1- Pond 28

This pond leaks along the entire length of the south embankment. The south side of the embankment (150 ft.) should be repaired with bentonite as per the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collar will need to be installed at appropriate intervals as per the attached

details show. Install New 10-inch SDR 32.5 HDPE pipe from new outlet gate valve to join with the existing manifold that connects with Pond 29 outlet piping and Pond 30 outlet piping. Also, there is a large erosion gully below Catch Basin #30 that needs fill placed in around the Catch Basin and re-graded.

P. Alternative Bid #1- Pond 29

This pond leaks along the south embankment and along the outlet which is also located on the southeast corner of the embankment. The south side of the embankment (150 ft.) should be repaired with bentonite as per the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as the attached sheets show. Install New 10-inch SDR 32.5 HDPE pipe from the new outlet gate valve to join with the existing manifold that connects with Pond 28 outlet piping and Pond 30 outlet piping.

Q. Alternative Bid #1- Pond 30

This pond leaks along the south embankment and along the outlet which is also located on the southeast corner of the embankment. The south side of the embankment (160 ft.) should be repaired with bentonite as per the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as the attached sheets show. Install New 10-inch SDR 32.5 HDPE pipe from the new outlet gate valve to join with the existing manifold that connects with Pond 28 outlet piping and Pond 29 outlet piping.

R. Alternative Bid #2- Pond 18

This pond leaks along the south embankment and along the outlet which is also located on the southeast corner of the embankment. The south side of the embankment (260 ft.) should be repaired with bentonite as per the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as the attached sheets show. Install New 10-inch SDR 32.5 HDPE pipe from the new outlet gate valve to tie into Pond 19, Pond 20 and Pond 21 outlet piping and then to New Catch Basin #19 Pad.

S. Alternative Bid #2- Pond 19

This pond leaks along the south embankment and along the outlet which is also located on the southeast corner of the embankment. The south side of the embankment (230 ft.) should be repaired with bentonite as per the attached

details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as the attached sheets show. Install New 10-inch SDR 32.5 HDPE pipe from the new outlet gate valve to tie into Pond 18, Pond 20 and Pond 21 outlet piping and then to New Catch Basin #19 Pad. The Catch Basin #19 pad will need to be constructed as per the attached details show.

T. Alternative Bid #2- Pond 20

This pond leaks along the south embankment and along the outlet which is also located on the southeast corner of the embankment. The south side of the embankment (240 ft.) should be repaired with bentonite as per the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as the attached sheets show. Install New 10-inch SDR 32.5 HDPE pipe from the new outlet gate valve to tie into Pond 18, Pond 19 and Pond 21 outlet piping and then to New Catch Basin #19 Pad.

U. Alternative Bid #2- Pond 21

This pond leaks along the south embankment and along the outlet which is also located on the southeast corner of the embankment. The south side of the embankment (230 ft.) should be repaired with bentonite as per the attached details show. A new 10-inch Waterman Canal Gate Valve needs installed with a Concrete Headwall as per the attached details show. Two (2) Sand Collars will need to be installed at appropriate intervals as the attached sheets show. Install New 10-inch SDR 32.5 HDPE pipe from the new outlet gate valve to tie into Pond 18, Pond 19 and Pond 20 outlet piping and then to New Catch Basin #19 Pad.

3. MATERIALS

A. For Complete List of Material Quantities See exhibit A- Pricing Page.

B. Provide all necessary accessories, fittings, parts, hardware, valves, piping, concrete, and all other materials or products incidental to the installation to complete the work to function as intended. These are subject to the approval of the WV DNR.

4. INSTALLATION

A. The Vendor must furnish all labor, equipment, and materials to perform the work.

B. Installation must be in accordance with the attached plans and specifications and all Federal, State, and Municipal laws, codes, regulations, and ordinances that are pursuant to the Work.

5. INSPECTIONS

A. The authorized representatives and agents of the Division of Natural Resources must be permitted to inspect all work, materials, payroll records of personnel, invoices of materials, and other relevant data and records.

6. DELIVERY, STORAGE, AND HANDLING

A. Deliver the materials to the job site and store, in a safe area, out of the way of traffic, and shored up off the ground surface. The Vendor must furnish all labor, equipment, and materials to perform the work.

B. Use extreme care in off- loading of materials to prevent damage of materials and surrounding property. The Vendor must furnish all labor, equipment, and materials to perform the work.

7. QUALITY ASSURANCE

A. The Vendor must use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work.

B. The Vendor has the responsibility to protect the Agency's property and the property of others from damage due to construction activities. Any damage due to construction activities must be the responsibility of the Vendor to repair/replace with acceptance by the WV DNR.

8. SUBSTITUTIONS

A. Any substitution requests must be submitted by the technical question deadline.

9. TECHNICAL SPECIFICATIONS

A. MOBILIZATION AND DEMOBILIZATION

1. The Contractor shall mobilize to the site and begin construction within 10 days after notice to proceed. This item shall include furnishing all labor, material, and equipment necessary to deliver and assemble at the site all equipment, tools, machinery, and supplies comprising the construction facilities. All equipment, tools, machinery, and supplies shall be removed from the site within 30 days after completion of the work. This item also includes the repair and maintenance of site access roads, existing utilities, and other site maintenance necessary for performance of the work.

B. EXCAVATION AND SITE GRADING

1. The Contractor shall furnish all labor, equipment, and materials to perform the required excavations at the site necessary to construct the project complete as shown on the Plans. This item includes excavation and cohesive fill placement necessary to construct the project complete including but not limited to; stripping, clearing and grubbing, mixing of bentonite with soil, compaction, maintenance of the access roads if needed, trenching and compaction of piping, Catch Basin pad construction, placing fill in two erosion gullies, and disposal of all waste material onsite in accordance with applicable regulations, in compliance with these specifications, and as approved by the Engineer.

Materials that cannot be placed at once in a permanent position may be temporarily stockpiled for later incorporation into the Work. Material stockpiles must be located as approved by the Engineer and will be constructed at stable slopes. Erosion control measures must be implemented to prevent soil loss from the stockpiles to the stream. All work shall be performed with reasonable neatness and excavated materials shall not be carelessly strewn over the premises.

Excavations shall be performed in conformance with minimum OSHA requirements for safety. Soils expected to be encountered in the excavations must be cohesive in nature and will pump (become unstable) if subjected to equipment traffic. The Contractor will be fully responsible for the preparation of and protection of the subgrade in a condition suitable for support of the proposed work and as approved by the Engineer. Should the subgrade become unstable, remedial measures may include removal of unsuitable material and replacement with compacted fill as approved by the Engineer. If the subgrade becomes unstable due to the Contractor's negligence, the remedial measures will be implemented at no additional cost to the Owner. Excavations shall be performed to minimize the risk of sliding in adjacent slopes. Should a landslide develop during excavation due to the negligence of the Contractor, the Contractor will be responsible for repairing the slope to a stable condition as approved by the Engineer at no cost to the Owner.

Excess and Unsuitable Materials: Excess or unsuitable materials will be placed in an onsite waste area as approved by the Engineer. Materials encountered in the excavations which do not comply with these specifications but that are otherwise suitable for use will be modified, conditioned, or sized to meet these Specifications as approved by the Engineer.

Dewatering and Removal of Water: Some ponds will require dewatering to perform this work. When required the water shall be pumped to a nearby adjacent pond and contained in the pond. Proper and satisfactory means and devices for the exclusion and removal of all water entering excavated or low-

lying areas, whether the water be surface runoff or groundwater, shall be provided at all times during construction. Water shall be removed as fast as it may collect in a manner that will not interfere with the execution of the work nor cause damage to property or the work in progress. The effectiveness of the water removal shall be satisfactory to the Engineer.

The Contractor shall be fully responsible for protection of work in progress due to damage caused by stream flow, flood flow, natural groundwater, seepage, surface runoff, or any combination of the same. Should damage occur, it will be repaired to the satisfaction of the Engineer at no additional cost to the Owner.

C. GENERAL FILL REQUIREMENTS

1. Soils excavated from the construction areas may be used as fill provided, they are free of organics, comply with these Specifications, and are moisture conditioned to achieve proper compaction.

Fill shall start on a level sub-grade as shown on the Plans. Sliver fills will not be allowed. The sub-grade and fill area shall be dewatered in accordance with these Specifications and shall be firm and approved by the Engineer prior to fill placement. The fill shall be placed and compacted in level lifts in accordance with these Specifications for the applicable fill type. Each fill lift shall be benched and keyed into adjacent slopes as the fill progresses.

The prepared ground surface upon which any fill is to be placed shall be free of all organic materials, shall be uniform and level as possible, and shall be compacted to the satisfaction of the Engineer. No fill shall be placed on frozen or soft/wet ground. Care shall be taken by the Contractor to minimize construction traffic over fill areas in order to minimize the potential for unstable "pumping" conditions to develop in the sub-grade and active fill surface prior to fill placement and compaction. Should the sub-grade or fill become unstable, the Contractor shall remove these materials and re-compact the same to provide a suitable fill surface prior to placement of additional fill as directed by the Engineer at no additional cost to the Owner.

Cohesive Fill: The Contractor shall furnish the labor, material, and equipment necessary to excavate, stockpile, load, haul, spread, and compact cohesive fill necessary to prepare and construct the project complete. Fill materials shall consist of suitable soil generated from excavations onsite. The Contractor is responsible for the placement of fill to the lines, grades, thicknesses, and dimensions as shown on the Design Drawings, or as required by the Engineer.

Material shall be placed and compacted as required for the

project as shown on the Design Drawings or as required by the Engineer. Cohesive fill material must be classified as an ML, MH, CL, or CH in accordance with the Unified Soil Classification System. Soft rock materials will not be allowed for use as cohesive fill. Organic soils and topsoil shall be stockpiled separately from cohesive soil fill. Occasional rock particles with a maximum dimension of 2 inches will be allowed provided the individual rocks are surrounded by a soil matrix and there are no rock clusters. Rock clusters are not allowed. Cohesive fill materials must be sampled and tested by the Contractor and be pre-approved by the Engineer prior to placement as fill.

Testing of Borrow Materials: All needed fill must be attainable on site. Soils obtained on site may need to be modified to meet gradation and moisture requirements. The Contractor shall sample and perform laboratory compaction testing on representative samples of all fill materials obtained from the excavations. The sampling shall be performed under the direction of the Engineer. The testing lab shall also be approved by the Engineer and test results must be submitted to the Engineer for approval a minimum of 15 days before the material is placed as fill. The fill must comply with these Specifications. Minimum testing shall include one (1) each of the following tests for minimum of each pond or 500 CY of material excavated, or when there is a noticeable change in material while work is progressing; Atterberg limits, Natural Moisture Content, and Standard Proctor Compaction (ASTM D-698).

Fill Placement: The Contractor shall make a reasonable effort to remove roots, limbs, and rocks from the fill material in so much as is practical. No fill shall be placed in standing water, upon frozen earth, and no frozen material shall be placed in any portion of the fill. Material too wet to compact shall be dried prior to compaction and moisture shall be added to materials too dry to compact as required by these Specifications. Sufficient discing equipment and a water truck shall be continuously available at the site and shall be used to manipulate the material to obtain the proper moisture content for compaction. Suitable sheepsfoot and smooth drum vibratory rollers shall be available onsite along with suitable hand compaction or walk behind compactors for tight areas. All compactors shall be approved by the Engineer.

Clods or lumps of material shall be broken down by tractor or other equipment necessary to accomplish this result. Each lift shall extend the full width of the area being filled before starting the next lift. Each layer shall be uniform in thickness and shall be spread and compacted as specified before

the next layer is started. Fill which is comprised primarily of rock or rocky soil mixtures shall not be used to bed or backfill new piping.

At the close of each workday, or when work is to be stopped for a period of time, the entire surface of the compacted fill shall be sealed by a method approved by the Engineer. If, after a prolonged rainfall, the top surface of the embankment is too wet and plastic to work properly, the top material shall be removed to expose firm, dry soil. The top material so removed shall be disposed of at the Contractor's expense. The entire surface of any section of fill under construction shall be maintained in such a condition that construction equipment can travel on any part of the section. Ruts in the surface of any

layer shall be suitably filled or eliminated by grading before compaction. Care shall be taken to prevent excess travel over any section of the fill to avoid over-compacting that section. Use of rubber-tired vehicles on the fill area is prohibited unless approved by the Engineer. Areas of the fill which are over-compacted or lensed in any way due to traffic or other construction activities shall be scarified to a depth as required by the Engineer prior to placement of additional fill.

Compaction: Complete control of the compaction operation shall be exercised under the direction of the Engineer. Care shall be taken to prevent over-rolling, weaving of equipment, and slickensides in the fill or backfill material. If any portion of the fill is over-compacted, that portion shall be worked with harrow, scarifier or other suitable equipment to a sufficient depth, and the material shall be re-compacted to achieve the desired density. Prior to and during the compaction operation, the material in each layer of fill shall have the best practical moisture content required for compaction purposes; however, the moisture content shall not be less than 2% below or greater than 7% higher than the optimum moisture content as determined by the moisture/density relationship specified herein. The moisture content shall be uniform throughout the layer. No compaction will be permitted when moisture conditions are such that the required density cannot be obtained. Compaction requirements are as follows:

Testing: Field density and moisture content tests shall be performed by the Contractor in accordance with these Specifications as approved and directed by Engineer or his representative. Testing shall be performed in accordance with the maximum dry density and optimum moisture criteria developed for the fill material by the standard Proctor test (ASTM D 698) as specified herein. The Contractor shall furnish a suitable compactor(s) to facilitate fill placement and compaction. Compaction equipment must be approved by the Engineer.

One compaction test will be performed by the Contractor at a minimum for each pond or every 100 CY of compacted fill to ensure 95% Compaction of the embankment side slopes.

D. EROSION AND SEDIMENT CONTROL

1. The Contractor shall provide all labor, equipment, and materials necessary to construct and maintain all sedimentation structures/devices and accumulated sediment as shown on the Design Drawings. The Contractor shall adopt, implement, and comply with the approved erosion control plans and any modifications necessary during construction as required by the regulatory agency, Owner, or the Engineer in order to prevent sedimentation of the stream. The plan shall, as a minimum, include silt fence and stabilized construction entrance(s) (SCE) at locations shown on the Design Drawings and any other measures necessary for implementing erosion control which is satisfactory under all state and federal regulations. The Contractor shall modify erosion and sediment control structures/devices as the work progresses to match changing conditions and prevent sedimentation of the stream. This may include construction of temporary ditches, added rock checks, silt traps, silt bags, wattles, or other measures. The Contractor will be responsible for implementing these measures and complying with all applicable regulations. The Contractor will be responsible for payment of any fines resulting from inadequate erosion and sediment control measures and/or maintenance of the same. The work shall be performed in general accordance with the West Virginia Division of Environmental Protection Best Management Practice Construction Manual. The recommended erosion and sediment control measures shall be installed prior to any other work. Silt traps and silt fencing must be cleaned out periodically as necessary to ensure proper performance. The Contractor shall maintain the sediment control measures and remove the same after vegetation is established as required by these Specifications. Temporary seed will be applied to all disturbed areas which will not be touched by construction for a period of 7 days or longer. Temporary seeding will be approved by the Engineer.

DI. SEEDING, FERTILIZING AND MULCHING

1. The Contractor shall furnish the labor, equipment, and materials necessary to place topsoil, fertilize, seed, and mulch all disturbed areas including cut and fill slopes. Seeding, fertilizing, and mulching shall be performed as directed or approved by the Engineer. All disturbed areas will be seeded as soon as possible to minimize erosion. All completed construction areas shall be seeded immediately after completion or as directed by the Engineer.

Palestine State Fish Hatchery
Pond Rehabilitation Project- May 28, 2024- Revision 1

SEED MIXTURES

Temporary Seed Mixtures: All stockpiles and other disturbed areas which will require further disturbance in which the additional disturbance will be delayed for a period of three (3) weeks or longer shall be vegetated according to the following guidelines:

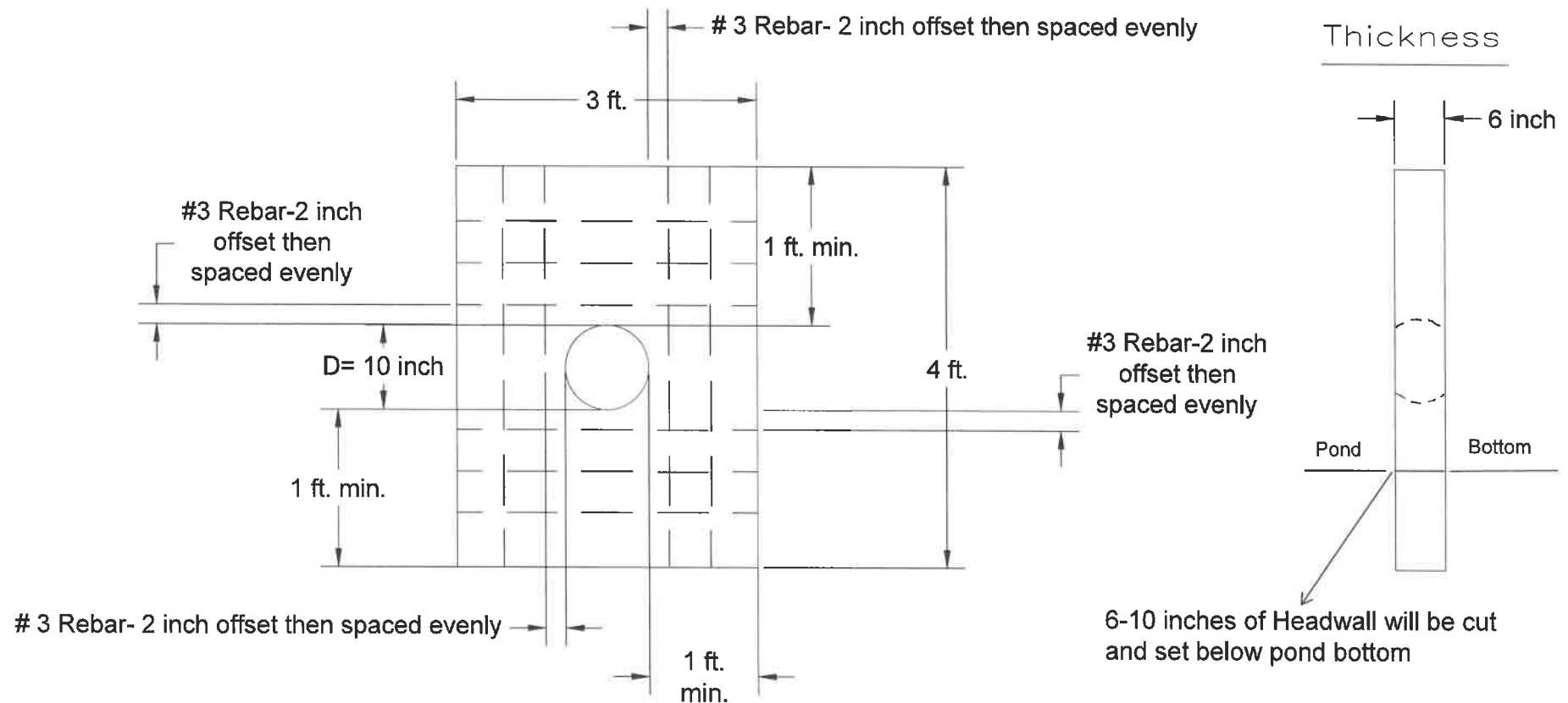
| Variety of Seed | Spring 3/15-5/15 | Summer 5/31-8/15 | Fall 8/15-10/15 | Winter 10/15-11/15 |
|--|---------------------|---------------------|--------------------|-----------------------|
| | Lbs/acre | | | |
| Annual Ryegrass (Lolium multiflorum) | 20 | | 20 | |
| German Millet* (Setaria italica) | | 50 | | |
| Cereal Rye (Secale Cereale) | | | | 90 |

F. BENTONITE MIXING/ADDITION TO SOILS

1. Please see Exhibit F- Bentonite Application. Bentonite must be applied to the excavated material @ a rate of 2 pounds per square foot for Ponds No. 1, 2, 5, 6, 10, 11, 12, 14, 15, 16, 18, 19, 20, 25, 26, 28, 29, 30. Bentonite is to be applied to Ponds No. 3 and No. 4 @ a rate of 1 pound per square ft. Bentonite must be mixed uniformly with the soil.



Concrete Headwall Detail w Rebar

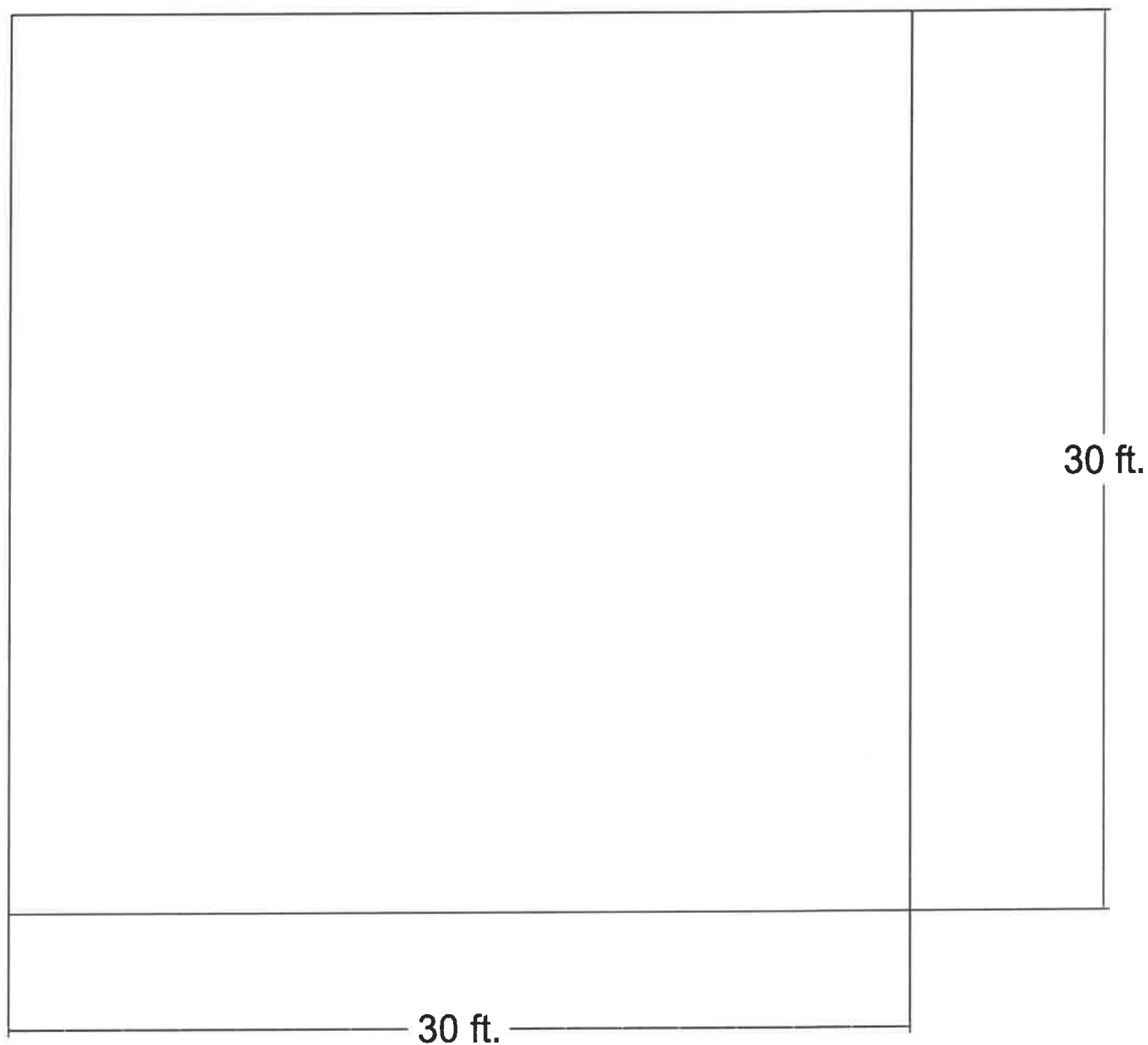


Note: The Bottom elevation of the 10 inch Waterman Gate valve should set at the lowest elevation of the Pond Bottom.

Note: #3 Rebar should start 2 inches from pipe and then spaced evenly.

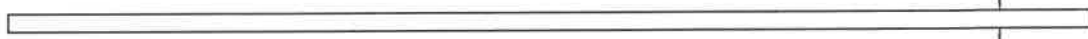
Drawing Not to Scale

Catch Basin Pad typical

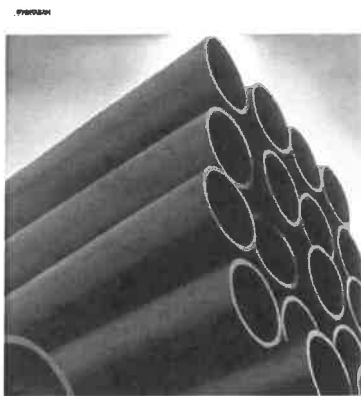


Thickness= 0.5 ft. of Crusher Run Compacted and level

0.5 ft.



[Home](#) / [All Products](#) / [Pipe & Tubing](#) / [Plastic Pipe & Tubing](#) / [Plastic Pipe](#)



10 in. x 50 ft. IPS SDR 32.5 Plastic Pressure Pipe

Part #PEI32A1050 | Item #1880576 (0) [Write a Review](#)

Length: 50

[Log in](#) or [Create Account](#)

[Log in](#) or [Create an Account](#) to see product availability.

- ✕ **Pick Up:** Not available
- ✕ **Shipping:** Not available

Note: Pipe should follow the existing pipe slope to the the existing outlet with a minimum 0.5% slope.

Product Details

Documents

[SPECIFICATION](#)

Specifications

| | | |
|---|---|---|
| ASTM: ASTM F-714, ASTM D-3035, ASTM D-3350 | AWWA: AWWA C-906 | Application: Potable Water, Reclaimed Water, Water, Sewer, Drainage, Irrigation |
| Color Finish Category: Blacks | Color Finish Name: Black | Diameter - Inside 1: 10-6/125 |
| Diameter - Outside: 10-3/4 in | End Connection 1: Plain End | End Connection 2: Plain End |
| End Connections: Plain End | FM Approved: No | Fire Suppression System Rated: No |
| Length: 50 | Material: Plastic | Material Type: HDPE |
| NSF: NSF 14, NSF 61 | NSF Certified: Yes | PipeTubing Size: 10 |
| Pressure Class: 63 psi | Schedule Class: SDR 32.5 | UL Listed: No |
| Wall Thickness: 0.331 in | Waterworks PVC Pipe Type: DR32.5 | |

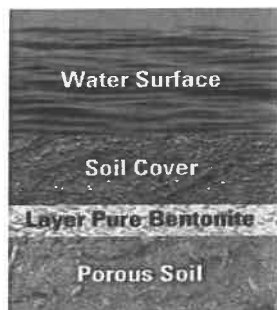
Reviews 0

Reviews

★★★★★

Be the first to review this product

The Blanket Method for Bentonite Pond Sealant -Bottom of Pond No. 3 and Pond No.4



This method of applying bentonite pond sealant will be used for the bottom of Ponds No.3 and No.4.

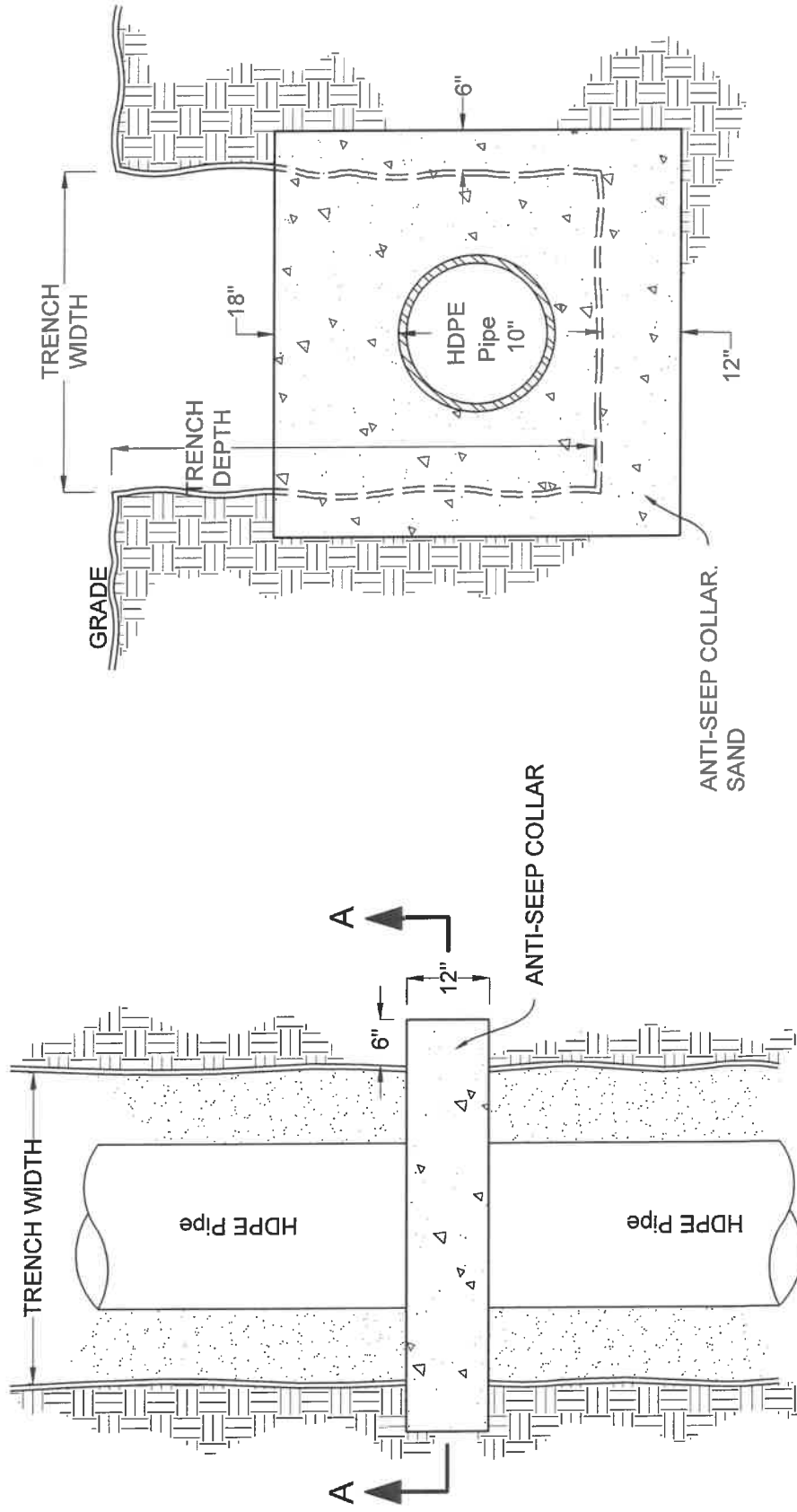
1. The first step of the procedure involves clearing any debris from the surface to be treated such as large rocks, dead vegetation, and roots.
2. Once this has been completed, you must remove 6 inches of soil from what will become the pond's waterbed.
3. Next, you must use a combination of bentonite and soil to fill in any deep holes, gaps, and crevices along the pond's surface, in a ratio of 1 part bentonite to 5 parts soil. Once all holes are covered and packed smooth,
4. A layer of bentonite should be applied (**at 1 lb/sq.ft.**) evenly over the entire waterbed. This should be spread as evenly as possible and smoothed with a sheep roller to incorporate the bentonite into the soil.
5. Finally, the 6 inches of soil that was initially removed should be replaced and compacted with a smooth roller.
6. The pond is now ready to be filled with water. A gentle water flow is recommended to prevent eroding the soil or bentonite layers.

The Mixed Blanket Method for Embankment Construction -Embankments of Ponds No. 1, 2, 3*, 4*, 5, 6, 10, 11, 12,14, 15, 16, 18, 19, 20, 21, 25, 26, 28, 29, 30.

This Mixed Blanket Method for Embankment Construction should be used on all Pond Embankments

1. Excavate Pond Embankments as shown in Attachment No. 7.
2. Then mix Bentonite at a rate of **2 lbs/cubic ft.** uniformly with the excavated soil. and then re-construct the pond embankment as shown in Attachment No. 7, compacted in 1 ft. lifts.
3. Then, once the pond embankment has been re-constructed, Bentonite should be applied (sprinkled on surface) at **1 lb/sq. ft.** of the side slope surface, wetted with water and then compacted with a smooth roller. This process will ensure that the soil remains consistent all along the waterbed.
4. The pond is now ready to be filled with water. A gentle water flow is recommended to prevent eroding the soil or bentonite layers.

Note: Ponds No. 3 and No. 4 leak from the bottom and embankment so the Blanket Method must be used for the bottom of the pond and The Mixed Blanket Method for the Embankment of Pond No. 3 and No. 4.



SECTION A-A

PLAN VIEW

Note: Each Pond should have 2 installed at 5 ft. from Headwall and one near the center of the embankment.

Embankment Detail

Attachment 7

Cut Detail

Fill Detail

Existing Ground

Top of Embankment

3 ft.

Toe of Slope

10 ft.
(avg.)

2 ft.

Excavation of
Embankment

Toe of Slope

3 ft.

2:1

Compacted in
1 ft. Lifts

Note: Cut 2 ft. below toe of slope of bottom of pond.

C-10 CANAL GATE

Note: Gate Valve should be installed to the front of the Headwall using Manufacturers specifications.

C-10 gates offer reliable water control on canal and pipeline systems which operate at low and medium heads. They are built-to-last and designed for years of reliable service, offering a typical field life exceeding 40 years. These gates offer superior performance to “look alike” products and best-in-class construction available only from Waterman. Typical installations include: farm turnouts, control of industrial wastes, drainage and for tide control.

KEY FEATURES

- Gray iron castings with minimum 1/4" thickness.
- Superior rail material assures reliable performance and prevents deflection.
- Bolted steel frame in standard painted steel. Optional upgraded galvanized steel frame, or 304 stainless steel frame.
- Adjustable cast iron wedge blocks feature two machine bolts for dependable seating and water tightness.
- Machine-threaded stem provides ease of operation and extended life, choice of stem thread patterns.
- A solid rim “easy-grip” cast iron handwheel is standard.
- Heavy cast bronze lift nut.

MOUNTING OPTIONS

F = Flatback for wall mounting (typically to a concrete headwall structure).

S = Spigot back for mounting to annular or recor spiral corrugated metal pipe.

CIP = Mounting to PVC plastic pipe with solvent welding (sizes up to 12").

C = Mounting to concrete pipe (gate will be shipped with galvanized steel tapered setting collar).

Type 4 = Mounting to plastic pipe with special two-part epoxy (sizes up to 18").



OPTIONS

- Upgrade frame to galvanized steel.
- Upgrade frame to stainless steel, plus all stainless hardware.
- Upgrade finish to special epoxy, coal tar or total galvanized.
- Waterman Rising-Stem Extensions are factory installed to the height required, providing a rising stem and handwheel, keeping threads and lifts above the water level and allowing the amount of gate opening to be readily determined.
- Non-Rising Stem Extensions position the gate handwheel at convenient static operating elevations, eliminating hardware which might otherwise rise into traffic areas.

SIZING

Sizes 6" – 24" maximum 23 feet of seating head

Sizes 30" – 36" maximum 11 feet of seating head

Sizes 42" – 48" maximum 9 feet of seating head

Sizes 54" and above maximum 6 feet of seating head

Not for use in unseating head applications in any circumstance. Use model C-20 instead.



WATERMAN VALVE LLC

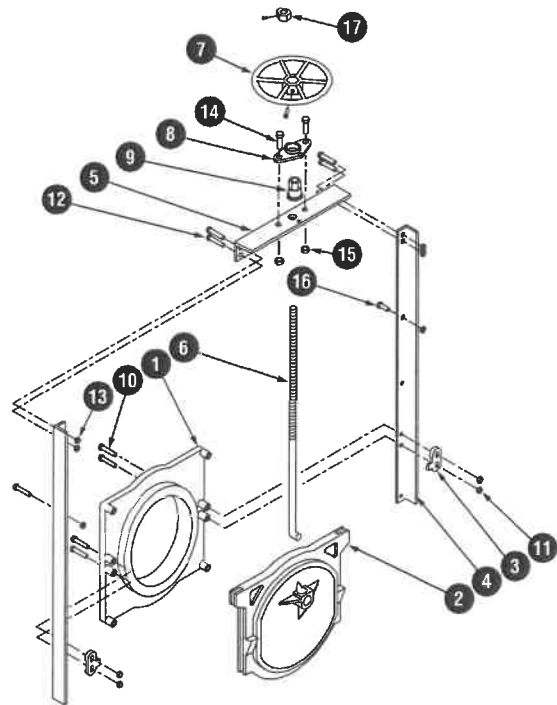
25500 Road 204, Exeter, CA 93221 www.WatermanUSA.com 800.331.0808



C-10 CANAL GATE

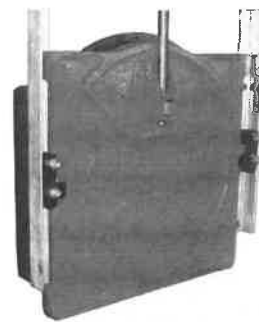
C-10 CANAL GATE PARTS

| C-10 Canal Gate Parts | | |
|-----------------------|----------------------|----------|
| Number | Name | Quantity |
| 1 | Frame | 1 |
| 2 | Cover | 1 |
| 3 | Wedge (R&L) | 2 |
| 4 | Guide Rail (R&L) | 2 |
| 5 | Headrail | 1 |
| 6 | Stem | 1 |
| 7 | Handwheel | 1 |
| 8 | Thrust Collar | 1 |
| 9 | Lift Nut | 1 |
| 10 | Wedge Bolt | 4 |
| 11 | Wedge Nut | 4 |
| 12 | Frame Bolt | 4 |
| 13 | Frame Nut | 4 |
| 14 | Collar Bolt | 2 |
| 15 | Collar Nut | 2 |
| 16 | Stop Bolt & Nut | 1 |
| 17 | Limit Nut (optional) | 1 |

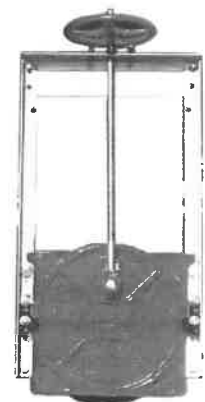


CL-10 CANAL GATE – IMPROVED CLOG RESISTANCE IN PARTIAL OPEN MODE

Waterman CL-10 Canal Gates are identical to our model C-10 Gates with the exception of the cast iron cover (slide) which is of a flat plate type construction with ribs reinforcing its face, to withstand the maximum heads as noted for our C-10 gates. This gate cover also features a square bottom design, which allows a more open “clog-free” flow at points of initial opening. The seat being only slightly raised above the cover plate surface helps prevent trash from collecting behind the cover which can cause difficulty in operation. Available with threaded thrust nut for true NRS application. All parts are interchangeable with our Standard C-10 gate. Available in a variety of sizes, consult factory.



Shown with optional threaded thrust nut for true non-rising stem operation



Flat plate type, square bottom



WATERMAN VALVE LLC

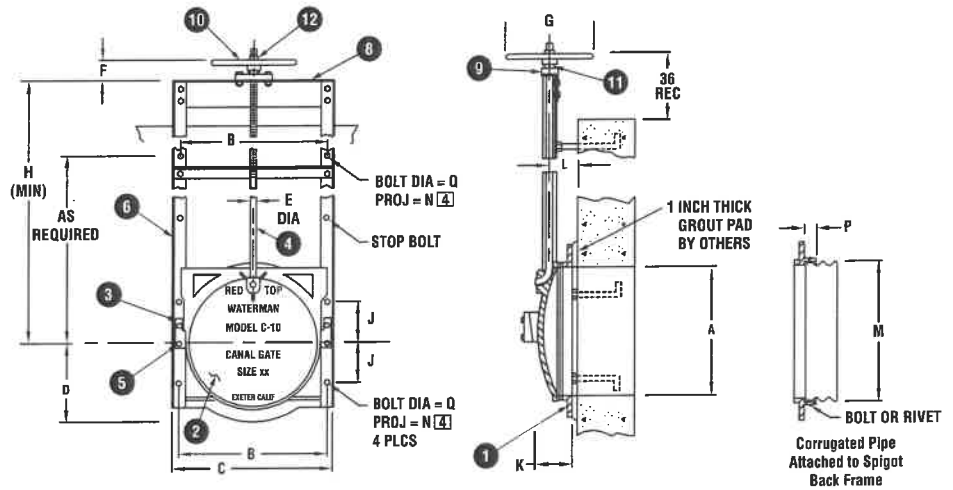
25500 Road 204, Exeter, CA 93221 www.WatermanUSA.com 800.331.0808



C-10 CANAL GATE

Materials of Construction

| No. | Name | Material |
|-----|----------------------|-----------------------------|
| 1 | Frame | Cast Iron ASTM A126 Class B |
| 2 | Cover | Cast Iron ASTM A126 Class B |
| 3 | Wedge (R&L) | Cast Iron ASTM A126 Class B |
| 6 | Guide Rail (R&L) | Structural Steel ASTM A-36 |
| 8 | Headrail | Structural Steel ASTM A-36 |
| 4 | Stem | Stainless Steel |
| 9 | Thrust Collar | Cast Iron ASTM A126 Class B |
| 8 | Lift Nut | Machined Brass |
| 5 | Wedge Bolt | |
| 12 | Limit Nut (optional) | Machined Brass |



NOTES

- [1] TYPE 2 lubricated ball bearing lift standard on 48" and larger gates. Optional on 24" and up.
- [2] Applies to spigotback gate only. Optional spigot, shown in separate detail.
- [3] All dimensions are also applicable for model CL-10.
- [4] Add grout pad thickness to anchor bolt projection.
- [5] Type 3R4 2:1 lift used, mounted to headrail.

DIMENSIONS IN INCHES

| A | B | C | D | E | F | G | H | J | K | L | M | N | P | Q | R | S | T | V | W |
|----|-------|--------|---------|-------|-------|----|-----|------|--------|-------|--------|-----|-------|-----|-------|----------|----|-------|-------|
| 6 | 8 | 9 7/8 | 4 | 7/8 | 2 7/8 | 10 | 24 | 3 | 3.5 | 2 5/8 | 7 | 3.5 | 2.25 | 1/2 | | | | 6.16 | 6.645 |
| 8 | 10 | 12 | 4 7/8 | 7/8 | 2 7/8 | 10 | 24 | 3 | 3.75 | 2.5 | 9 | 3.5 | 2.25 | 1/2 | 4 | 7 13/16 | 8 | 8.18 | 8.645 |
| 10 | 12 | 13 7/8 | 6 | 7/8 | 2 7/8 | 10 | 24 | 3.5 | 3.75 | 2.5 | 11 | 3.5 | 2.25 | 1/2 | 3 7/8 | 9 7/8 | 10 | 10.22 | 10.77 |
| 12 | 14 | 15 7/8 | 7 | 7/8 | 2 7/8 | 10 | 24 | 4 | 3.5 | 3 | 13 | 4 | 2.25 | 1/2 | 4 | 11 7/8 | 12 | 12.27 | 12.78 |
| 14 | 16 | 17 7/8 | 8 | 7/8 | 2 7/8 | 10 | 27 | 4.75 | 3.75 | 3.25 | 15 | 4 | 2.25 | 1/2 | | | | | |
| 15 | 17 | 18 7/8 | 8 7/8 | 7/8 | 2 7/8 | 10 | 30 | 5 | 4.5 | 3.5 | 16 | 4 | 2 1/8 | 1/2 | 4 | 14 7/8 | 15 | | |
| 16 | 18.75 | 20 5/8 | 9 7/8 | 7/8 | 2 7/8 | 10 | 32 | 5.5 | 4.5 | 3.5 | 17 | 4.5 | 2.25 | 5/8 | | | | | |
| 18 | 21 | 22 7/8 | 10.5 | 1 | 3 1/8 | 12 | 34 | 6 | 4.5 | 4.25 | 19 | 4.5 | 2.25 | 5/8 | 4 | 17 13/16 | 18 | | |
| 20 | 23.25 | 25 1/8 | 11.75 | 1 | 3 1/8 | 12 | 38 | 7 | 4.75 | 4 | 21 | 4.5 | 2.25 | 5/8 | | | | | |
| 21 | 24 | 25 7/8 | 12 5/16 | 1 | 3 1/8 | 12 | 40 | 7 | 4.75 | 4 | 22 | 4.5 | 2.25 | 5/8 | | | | | |
| 24 | 27.25 | 29 1/8 | 13 7/8 | 1 | 3 1/8 | 12 | 44 | 8 | 5.75 | 4 1/8 | 25 | 4.5 | 2.25 | 5/8 | | | | | |
| 30 | 33.75 | 36 1/8 | 17 3/8 | 1 1/8 | 4 | 15 | 54 | 10 | 6 | 4.5 | 31 | 6 | 2.25 | 3/4 | | | | | |
| 36 | 39.75 | 42 1/8 | 20.5 | 1 1/8 | 4 | 15 | 62 | 12 | 6.25 | 5 3/8 | 37 | 6 | 2 1/8 | 3/4 | | | | | |
| 42 | 45.75 | 48 3/8 | 23 5/8 | 1.5 | 5 | 18 | 84 | 14 | 7 | 6 | 43 | 6 | 2.5 | 3/4 | | | | | |
| 48 | 51.75 | 54 3/8 | 26.75 | 1.5 | 6 | 24 | 90 | 16 | 7 3/8 | 6 1/8 | 49 1/8 | 6 | 2.5 | 3/4 | | | | | |
| 54 | 58.5 | 61.5 | 30 | 2 | 6 | 30 | 100 | 18 | 7 7/8 | 6.5 | 55 1/8 | 7 | 3 | 1 | | | | | |
| 60 | 65 | 68 | 34 | 2 | 6 | 30 | 102 | 20 | 8 1/8 | 7 1/8 | 61 1/8 | 8 | 3.25 | 1 | | | | | |
| 72 | 77.5 | 80.25 | 41 | 2 | 13 | 5 | 121 | 25.5 | 10 5/8 | 8.75 | 73.25 | 8 | 3 3/8 | 1 | | | | | |

3.28 - SUPER SILT FENCE

Definition

A super silt fence is a temporary barrier of geotextile fabric over chain link fence. It is used to intercept sediment-laden runoff from areas that are too large for regular silt fence. Super silt fence can be a replacement for sediment traps in certain instances.

Conditions Where Practice Applies

To reduce runoff velocity and allow sediment to become trapped behind or up slope of the super silt fence. Limits imposed by ultraviolet light stability of the fabric will dictate the maximum period that the silt fence may be used.

Super silt fence provides a barrier that can collect and hold debris and soil, preventing the material from entering critical areas, streams, streets, etc.

Super silt fence can be used where the installation of a DIVERSION and/or SEDIMENT TRAP would destroy sensitive areas, woods, wetlands, riparian zones, etc. This practice is very useful below bridge piers and abutments along streams and rivers.

Design Criteria

Design computations are not needed.

- Slope length above the fence should not exceed 400 ft in steep terrain. In flatter terrain the slope length can be extended with consultation with DWWM.
- Where ends of the geotextile fabric come together, the ends shall be overlapped, folded, and stapled to prevent sediment bypass.
- The backfilled trench shall be compacted.
- Only woven geotextile fabric will be used.
- Super silt fence should be placed as close to the contour as possible. No section of silt fence should exceed a grade of 5% for more than a distance of 20 feet.

Construction Specifications

Fencing shall be 48 inches in height and constructed in accordance with the WV DOT, Division of Highways specification for Chain Link Fencing. The DOT specification for a 6-foot fence shall be used, substituting 48-inch fabric and 6 foot length posts. The filter fabric shall meet the requirements of 715.11.5/AASHTO M 288, Section 7, Class 1.

1. The poles do not need to set in concrete.
2. Chain link fence shall be fastened securely to the fence posts with wire ties or staples.
3. Geotextile fabric shall be fastened securely to the chain link fence with ties spaced every 24" at the top and mid section.

4. Geotextile fabric shall be embedded a minimum of 12" into the ground.
5. When two sections of geotextile fabric adjoin each other, they shall be overlapped by 6" and folded.
6. Metal posts as specified by DOH can be replaced by pressure-treated 4" x 4" posts.

Maintenance

Silt fences shall be inspected immediately after each rainfall, daily during prolonged rainfall and once a week during dry periods. Any required repairs shall be made immediately.

Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. If the fence is not installed perpendicular to the flow of the water, these conditions will occur.

Should the fabric on a silt fence decompose or become ineffective, the fabric shall be promptly replaced.

Sediment deposits shall be removed when deposits reach approximately one-half the height of the barrier.

FIGURE 3.28.1

SUPER SILT FENCE

