



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

# Request for Quotation

RFQ NUMBER
DEP14140

PAGE
1

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

VENDOR

\*604150016      304-372-4378  
**EAGLE EXCAVATION INC**  
 PO BOX 218  
 KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998      304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/11/2007				

BID OPENING DATE: **08/15/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		# 629,757 <sup>00</sup>
<p><b>RECLAMATION: RESTORATION OF WATER</b></p> <p><b>SPECIAL RECLAMATION/BOND FORFEITURE PROJECT</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO AWARD A CONTRACT FOR THE PERFORMANCE OF WATER RECLAMATION ON THE MINING OPERATION OF DAUGHERTY COAL CO., NOW UNDER REVOKED PERMIT NUMBER(S) S-1009-86 AND 192-77.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 07/24/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. SEE ATTACHED MAP AND DIRECTIONS TO SITE.</p> <p>THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR MASONTOWN, WV (PRESTON) COUNTY AND CONSISTS OF APPROXIMATELY 27 ACRES.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Merke S. Freshour</i>	372-4378	8-15-07
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>PRESIDENT</i>	55-0762758	

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



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

# Request for Quotation

RFQ NUMBER  
**DEP14140**

PAGE  
**2**

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

VENDOR

\*604150016      304-372-4378  
**EAGLE EXCAVATION INC**  
**PO BOX 218**  
  
**KENNA WV 25248**

SHIP TO

**ENVIRONMENTAL PROTECTION**  
**DEPT. OF**  
**OFFICE OF SPECIAL RECLAMATION**  
**105 S. RAILROAD STREET**  
**PHILIPPI, WV**  
**26416-9998      304-457-3219**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/11/2007				

BID OPENING DATE: **08/15/2007**      BID OPENING TIME **01:30PM**

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike S Freshour</i>	TELEPHONE <b>372-4378</b>	DATE <b>8-15-07</b>
TITLE <b>PRESIDENT</b>	FEIN <b>55-0762758</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER
DEP14140

PAGE
3

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

VENDOR

\*604150016 304-372-4378  
 EAGLE EXCAVATION INC  
 PO BOX 218  
 KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/11/2007				

BID OPENING DATE: 08/15/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Neite S Freshour</i>	372-4378	8-15-07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0762758	

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



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

# Request for Quotation

RFQ NUMBER  
**DEP14140**

PAGE  
**4**

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

VENDOR

\*604150016      304-372-4378  
**EAGLE EXCAVATION INC**  
**PO BOX 218**  
  
**KENNA WV 25248**

SHIP TO

**ENVIRONMENTAL PROTECTION**  
**DEPT. OF**  
**OFFICE OF SPECIAL RECLAMATION**  
**105 S. RAILROAD STREET**  
**PHILIPPI, WV**  
**26416-9998      304-457-3219**

DATE PRINTED <b>07/11/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **08/15/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME - <i>Eagle Excavation Inc</i></p> <p>CONTRACTORS LICENSE NO. - <i>WV 032594</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY VOID.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike S Freshour</i>	TELEPHONE <i>372-4378</i>	DATE <i>8-15-07</i>
TITLE <i>PRESIDENT</i>	FAX <i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DEP14140**

PAGE  
**5**

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

VENDOR

\*604150016      304-372-4378  
**EAGLE EXCAVATION INC**  
**PO BOX 218**  
  
**KENNA WV 25248**

SHIP TO

**ENVIRONMENTAL PROTECTION**  
**DEPT. OF**  
**OFFICE OF SPECIAL RECLAMATION**  
**105 S. RAILROAD STREET**  
**PHILIPPI, WV**  
**26416-9998      304-457-3219**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>07/11/2007</b>				

BID OPENING DATE: **08/15/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>EXHIBIT 7</b></p> <p><b>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</b></p> <p><b>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</b></p> <p><b>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</b></p> <p><b>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike S. Freshour</i>	TELEPHONE <b>372-4378</b>	DATE <b>8-15-07</b>
TITLE <b>PRESIDENT</b>	FEIN <b>55-0762758</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DEP14140**

PAGE  
**6**

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

V  
E  
N  
D  
O  
R

\*604150016 304-372-4378  
**EAGLE EXCAVATION INC**  
**PO BOX 218**  
**KENNA WV 25248**

S  
E  
P  
T  
O

**ENVIRONMENTAL PROTECTION**  
**DEPT. OF**  
**OFFICE OF SPECIAL RECLAMATION**  
**105 S. RAILROAD STREET**  
**PHILIPPI, WV**  
**26416-9998 304-457-3219**

DATE PRINTED <b>07/11/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **08/15/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike S. Freshour</i>	TELEPHONE <b>372-4378</b>	DATE <b>8-15-07</b>
TITLE <b>PRESIDENT</b>	FEIN <b>55-0762758</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DEP14140**

PAGE  
**7**

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

VENDOR

\*604150016      304-372-4378  
**EAGLE EXCAVATION INC**  
**PO BOX 218**  
**KENNA WV 25248**

SHIP TO

**ENVIRONMENTAL PROTECTION**  
**DEPT. OF**  
**OFFICE OF SPECIAL RECLAMATION**  
**105 S. RAILROAD STREET**  
**PHILIPPI, WV**  
**26416-9998      304-457-3219**

DATE PRINTED <b>07/11/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **08/15/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: DEP14140</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p style="text-align: center;">.....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike D Freshour</i>	TELEPHONE <i>372-4378</i>	DATE <i>8-15-07</i>
TITLE <i>PRESIDENT</i>	FAX <i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
 DEP14140

PAGE  
 8

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

VENDOR

\*604150016 304-372-4378  
 EAGLE EXCAVATION INC  
 PO BOX 218  
 KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/11/2007				

BID OPENING DATE: 08/15/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SIGNATURE <i>Meike D Fashow</i> ..... COMPANY <i>EAGLE EXCAVATION INC</i> ..... DATE <i>8-15-07</i>						
REV. 11/96  NOTICE  A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: CB-23 RFQ. NO.: DEP14140 BID OPENING DATE: 08/15/2007 BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike D Fashow</i>	TELEPHONE <i>372-4378</i>	DATE <i>8-15-07</i>
TITLE <i>PRESIDENT</i>	FAX <i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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





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

# Request for Quotation

RFQ NUMBER  
**DEP14140**

PAGE  
**9**

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

VENDOR

\*604150016      304-372-4378  
**EAGLE EXCAVATION INC**  
 PO BOX 218  
 KENNA WV 25248

SHIP TO

**ENVIRONMENTAL PROTECTION**  
**DEPT. OF**  
**OFFICE OF SPECIAL RECLAMATION**  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998      304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/11/2007				

BID OPENING DATE: **08/15/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>----- <i>MEIKE D. FRESHOUR</i> -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						
<p>***** THIS IS THE END OF RFQ DEP14140 ***** TOTAL:</p>						<p># <u>629,757</u><sup>00</sup></p>

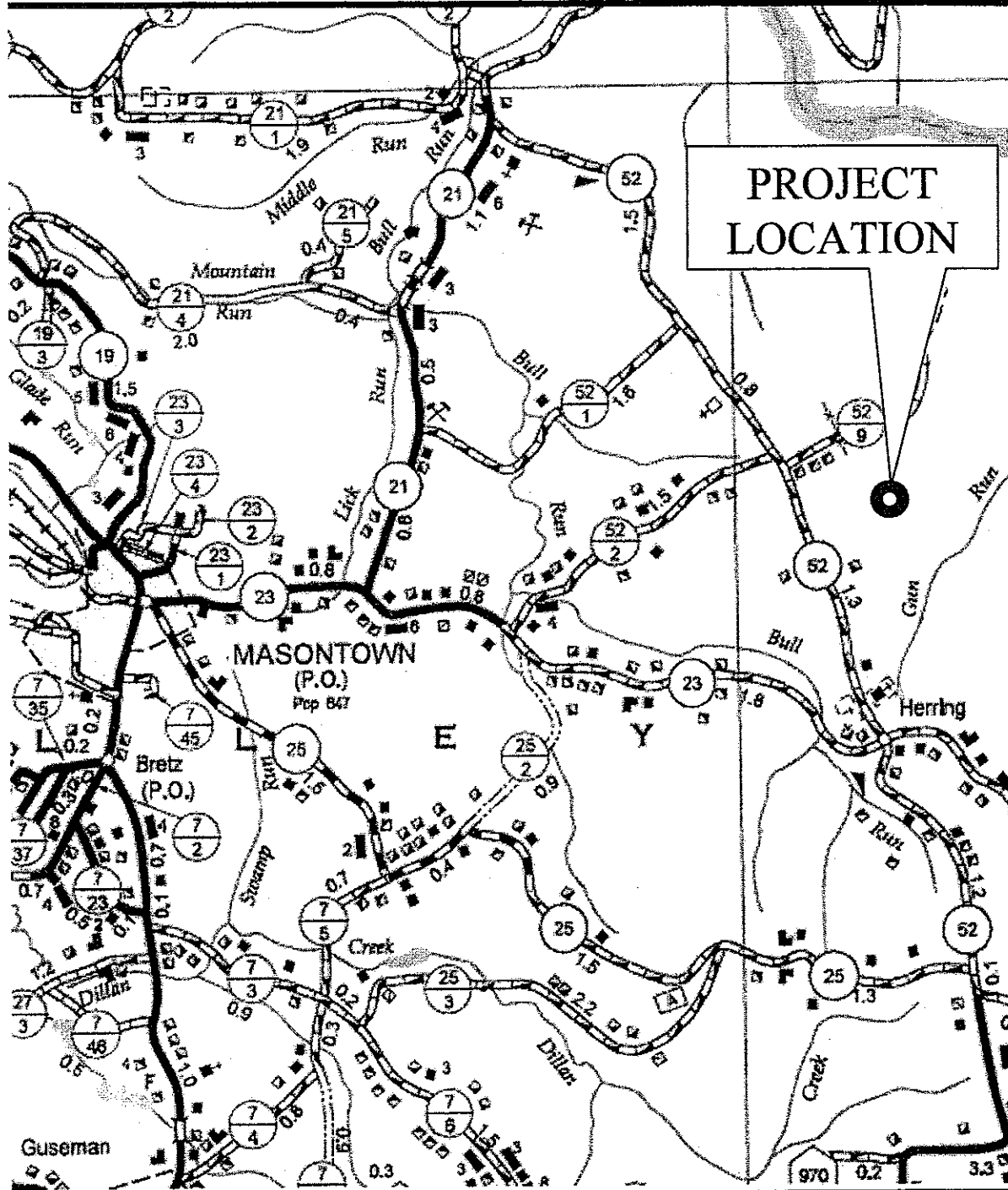
SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike D Freshour</i>	TELEPHONE <i>372-4378</i>	DATE <i>8-15-07</i>
TITLE <i>PRESIDENT</i>	FEIN <i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

**Daugherty Coal Permit #  
S-1009-86 & 192-77**

**LOCATION MAP**



**PROJECT  
LOCATION**

From Masontown travel East on County Route 23 for approximately 1.7 miles. Turn left onto County Route 52/2. Go to intersection with County Route 52. Turn right onto 52 and make immediate left onto County Route 52/9.

BUYER CB-23	PAGE 011	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

**SCOPE OF WORK**

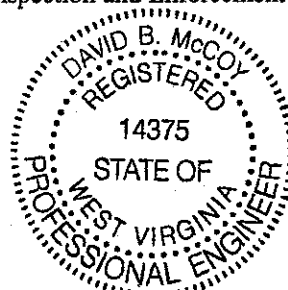
The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Daugherty Coal Co., Permits S-1009-86 and 192-77, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item #3.0, 6.0, 7.0, 8.0 & 49.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign is to be obtained and installed.
2. Storm water management in the form as described in bid item #9.0, 10.0, 11.0, 13.0 & 14.0 shall be installed according to the pre-bid meeting, detail sheets and the on-site inspector.
3. Concurrent and continuous reclamation shall begin at Access Road 1 as shown on the site plan and shall end at Treatment Site 2 site. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item #19.0, 20.0, 21.0, 22.0, 41.0, 42.0)
5. Construct riprap ditches or open limestone channels.
6. Remove structures and debris from site.
7. Construct underdrains.
8. Install culverts.
9. Vegetative enhancement with seed, lime and fertilizer.
10. Install dosing units with lime silos.
11. Any other site specific items required.

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

David B. McCoy  
 Registered Professional Engineer WV No. 14375



*JBS*  
 6/13/07

Date: 6-13-07

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

EAGLE EXCAVATION, INC.  
P.O. BOX 218  
KENNA, WV 25248

BUYER CB-23	PAGE <u>012</u>	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
PERMIT NAME: <u>Daugherty Coal Co.</u>				
PERMIT NUMBER(S): <u>S-1009-86 &amp; 192-77</u>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>10,000</u> <sup>00</sup>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>400</u> <sup>00</sup>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD MAINTENANCE</u>	LUMP SUM	\$ <u>10,000</u> <sup>00</sup>
4.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	NO BID ITEM
5.0	<u>300</u> TON	<u>INCIDENTAL STONE</u>	\$ <u>12</u> <sup>00</sup> PER TON	\$ <u>3,600</u> <sup>00</sup>
6.0	<u>1000</u> LF	<u>FILTER FABRIC FOR ROAD UPGRADE</u>	\$ <u>1</u> <sup>00</sup> PER LF	\$ <u>1,000</u> <sup>00</sup>
7.0	<u>4300</u> LF	<u>CONSTRUCT NEW ACCESS ROAD 1</u>	\$ <u>8</u> <sup>00</sup> PER LF	\$ <u>34,400</u> <sup>00</sup>
8.0	<u>4000</u> LF	<u>CONSTRUCT LIGHT DUTY ROAD</u>	\$ <u>4</u> <sup>00</sup> PER LF	\$ <u>16,000</u> <sup>00</sup>
9.0	<u>200</u> LF	<u>HDPE CULVERT 15 INCH DIAMETER</u>	\$ <u>20</u> <sup>00</sup> PER LF	\$ <u>4,000</u> <sup>00</sup>
10.0	<u>180</u> LF	<u>HDPE CULVERT 18 INCH DIAMETER</u>	\$ <u>25</u> <sup>00</sup> PER LF	\$ <u>4,500</u> <sup>00</sup>
11.0	<u>40</u> LF	<u>HDPE CULVERT 36 INCH DIAMETER</u>	\$ <u>150</u> <sup>00</sup> PER LF	\$ <u>6,000</u> <sup>00</sup>
12.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid)	LUMP SUM	\$ <u>10,000</u> <sup>00</sup>
13.0	LUMP SUM	<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>	LUMP SUM	\$ <u>20,000</u> <sup>00</sup>

EAGLE EXCAVATION, INC.  
P.O. BOX 218  
KENNA, WV 25248

BUYER CB-23	PAGE 013	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

14.0	<u>1400</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>1<sup>00</sup></u> PER LF	\$ <u>1400<sup>00</sup></u>
15.0	<u>800</u> LF	<u>RIPRAP V-DITCH 1</u>	\$ <u>15<sup>00</sup></u> PER LF	\$ <u>12,000<sup>00</sup></u>
16.0	<u>300</u> LF	<u>RIPRAP V-DITCH 2</u>	\$ <u>15<sup>00</sup></u> PER LF	\$ <u>4,500<sup>00</sup></u>
17.0	<u>150</u> LF	<u>RIPRAP TRAPEZOIDAL DITCH</u>	\$ <u>15<sup>00</sup></u> PER LF	\$ <u>2,250<sup>00</sup></u>
18.0	<u>850</u> LF	<u>GROUTED RIPRAP DITCH</u>	\$ <u>23<sup>00</sup></u> PER LF	\$ <u>19,550<sup>00</sup></u>
19.0	LUMP SUM	<u>CONSTRUCT AERATION POND</u>	LUMP SUM	\$ <u>25,000<sup>00</sup></u>
20.0	LUMP SUM	<u>CONSTRUCT WATER INTAKE RISER</u>	LUMP SUM	\$ <u>5,000<sup>00</sup></u>
21.0	<u>1300</u> LF	<u>SEEP COLLECTOR</u>	\$ <u>45<sup>00</sup></u> PER LF	\$ <u>58,500<sup>00</sup></u>
22.0	<u>2</u> EA	<u>PRECAST MANHOLE</u>	\$ <u>1500<sup>00</sup></u> PER EA	\$ <u>3,000<sup>00</sup></u>
23.0	LUMP SUM	<u>CLEANING POND 1</u>	LUMP SUM	\$ <u>10,000<sup>00</sup></u>
24.0	<u>900</u> LF	<u>HDPE PIPE 6" SLUDGE PUMPING PIPE</u>	\$ <u>3<sup>15</sup></u> PER LF	\$ <u>2,835<sup>00</sup></u>
25.0	<u>6</u> EA	<u>PUMP ADAPTER CONNECTION</u>	\$ <u>100<sup>00</sup></u> PER EA	\$ <u>600<sup>00</sup></u>
26.0	<u>2</u> EA	<u>WYES6 (6" HDPE LATERALS 45°)</u>	\$ <u>150<sup>00</sup></u> PER EA	\$ <u>300<sup>00</sup></u>
27.0	<u>300</u> LF	<u>BAFFLE CURTAIN</u>	\$ <u>5<sup>00</sup></u> PER LF	\$ <u>1,500<sup>00</sup></u>
28.0	LUMP SUM	<u>WATER TREATMENT</u>	LUMP SUM	\$ <u>2,000<sup>00</sup></u>
29.0	<u>530</u> LF	<u>4 INCH WATER INTAKE LINE TO DRIVE UNITS</u>	\$ <u>1<sup>53</sup></u> PER LF	\$ <u>810<sup>90</sup></u>

EAGLE EXCAVATION, INC.  
 P.O. BOX 218  
 KENNA, WV 25248

BUYER CB-23	PAGE <u>014</u>	REQ. OR PO NO. DEP 14140
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

30.0	LUMP SUM	<u>WATER CONNECTION AT TWO DISPENSING UNITS</u>	LUMP SUM	\$ <u>3,000</u> <sup>00</sup>
		<u>TREATMENT SITE 1</u>		
31.0	LUMP SUM	<u>FOUNDATION</u>	LUMP SUM	\$ <u>30,000</u> <sup>00</sup>
32.0	<u>10</u> LF Depth	<u>SUB-FOUNDATION PREPARATION</u>	\$ <u>25</u> <sup>00</sup> PER LF	\$ <u>250</u> <sup>00</sup>
33.0	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ <u>1,000</u> <sup>00</sup>
34.0	LUMP SUM	<u>DOSING UNIT AND SILO AT SITE 1</u>	LUMP SUM	\$ <u>72,677</u> <sup>00</sup>
35.0	LUMP SUM	<u>CONSTRUCT SLUDGE CELL #1</u>	LUMP SUM	\$ <u>55,000</u> <sup>00</sup>
36.0	LUMP SUM	<u>CLEANING AND MODIFICATION POND 2</u>	LUMP SUM	\$ <u>25,000</u> <sup>00</sup>
37.0	<u>450</u> LF	<u>12 INCH PVC SDR 35 SOLID PIPE</u>	\$ <u>12</u> <sup>00</sup> PER LF	\$ <u>5,400</u> <sup>00</sup>
		<u>TREATMENT SITE 2</u>		
38.0	LUMP SUM	<u>FOUNDATION</u>	LUMP SUM	\$ <u>30,000</u> <sup>00</sup>
39.0	<u>10</u> LF Depth	<u>SUB-FOUNDATION PREPARATION</u>	\$ <u>25</u> <sup>00</sup> PER LF	\$ <u>250</u> <sup>00</sup>
40.0	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ <u>1,000</u> <sup>00</sup>
41.0	LUMP SUM	<u>DOSING UNIT AND SILO AT SITE 2</u>	LUMP SUM	\$ <u>72,677</u> <sup>00</sup>
42.0	LUMP SUM	<u>SIPHON UNIT AND CONCRETE TANKS</u>	LUMP SUM	\$ <u>5,000</u> <sup>00</sup>
43.0	LUMP SUM	<u>CONSTRUCT SLUDGE CELL #2</u>	LUMP SUM	\$ <u>5,000</u> <sup>00</sup>

EAGLE EXCAVATION, INC.  
 P.O. BOX 218  
 KENNA, WV 25248

BUYER CB-23	PAGE 015	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

44.0	2 EA	<u>CHANNEL ROAD CROSSING</u>	\$ 1,500 <sup>00</sup> PER EA	\$ 3,000 <sup>00</sup>
45.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ 3,000 <sup>00</sup>
46.0		<u>REVEGETATION</u>		
46.1	27 AC	<u>AGRICULTURAL LIME</u>	\$ 150 <sup>00</sup> PER ACRE	\$ 4,050 <sup>00</sup>
46.2	27 AC	<u>FERTILIZER</u>	\$ 170 <sup>00</sup> PER ACRE	\$ 4,590 <sup>00</sup>
46.3	27 AC	<u>MULCH</u>	\$ 280 <sup>00</sup> PER ACRE	\$ 7,560 <sup>00</sup>
46.4	27 AC	<u>VEGETATIVE SPECIES</u>	\$ 115 <sup>00</sup> PER ACRE	\$ 3,105 <sup>00</sup>
47.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ 18,052 <sup>10</sup>
48.0	LUMP SUM	<u>HAULROAD GATES</u>	LUMP SUM	\$ 3,000 <sup>00</sup>
		<u>TOTAL PERMIT S-1009-86</u>		\$ 621,757 <sup>00</sup>
49.0	LUMP SUM	<u>ACCESS ROAD 2 MODIFICATION</u>	LUMP SUM	\$ 8,000 <sup>00</sup>
		<u>TOTAL PERMIT 192-77</u>		\$ 8,000 <sup>00</sup>
		<u>GRAND TOTAL PERMITS S-1009-86 &amp; 192-77</u>		\$ 629,757 <sup>00</sup>

BUYER CB-23	PAGE 016	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

## BID ITEM TECHNICAL SPECIFICATIONS

### 1.0 MOBILIZATION/DEMOBILIZATION/PROJECT SIGN

#### PROJECT SIGN

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

#### MOBILIZATION

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

#### DEMOBILIZATION

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

#### PAYMENT

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

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

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

### 3.0 HAULROAD/ACCESS ROAD MAINTENANCE

The contractor shall maintain and/or construct haulroad/access road(s) during the reclamation process to provide access on a well drained surface. The access road to and on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Upon completion of all reclamation activities, a final layer of crusher run limestone shall be placed on any areas of the roadway affected by the reclamation, or any areas as directed by the on-site DEP specialist. Any repairs to the asphalt surface on county route 52/9 will be made by the contractor and such cost be included in this item. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item.

### 4.0 UTILITIES

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



BUYER CB-23	PAGE 017	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

interrupted or damaged by performing work.

#### 5.0 INCIDENTAL STONE

Stone shall be 1 ½" crusher run limestone obtained from any DOH approved quarry. Apply four (4) inches deep and twelve (12) ft. wide. Contractor shall repair any damage to road after placing stone at no cost to the DEP.

Payment shall be made on the unit price. Payment for the actual amount installed shall be based on weight tickets.

#### 6.0 FILTER FABRIC FOR ROAD UPGRADE

Filter Fabric (Tyvar 3401, Mirafi 500X, or equivalent) shall be placed over the completed road foundation (12' width) and covered with a four (4) inch minimum layer of 1 ½ inch crusher run limestone (separate bid item). The fabric shall be paid for by the linear foot of road construction.

#### 7.0 CONSTRUCT NEW ACCESS ROAD 1

Access Road 1 is the road leading from the county road 52/9 up to Treatment Site 2, as shown on the detail sheets. No road exists at the present time. The area of the road construction shall be cleared and grubbed as necessary to construct the access road. The road shall have a uniform grade and consist of cuts and fills as necessary to complete the road. Only suitable material shall be placed on the road. Fills shall be compacted in lifts not to exceed 6 inches in thickness. Any soft areas encountered shall be undercut and unsuitable material removed. Road length is approximately 4300 feet and a turning area of 2,500 sq.ft.. See attached drawing for complete specifications and the locations.

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

Payment shall be made for measured length of road constructed and shall include the turning area as designated with the DEP on site representative. Any deterioration of the road shall be repaired/or maintained at no expense to DEP.

Install all piping, culverts, etc., before applying stone.

#### ROAD CONSTRUCTION

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

#### 8.0 CONSTRUCT LIGHT DUTY ROAD

Construction roads shall be maintained in the same manner as access roads and haulroads. This bid item consists of approximately 4000 feet. Trees, limbs and/or vegetation crowding and shading the road shall be removed as directed by the DEP on site representative and bid item 47.0. The ditch line shall be cleaned, sumps and rock check-dams installed and any berms on the outside of the road removed to allow for good surface drainage.

The road surface shall be prepared for the application of filter fabric and stone as required. Filter Fabric shall be as needed, and paid under bid item 6.0. Soft spots will be undercut and unsuitable material removed.

BUYER CB-23	PAGE 018	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

Construction road surface shall consist of four (4) inches of 1 1/2" crusher run limestone. Refer to typical section for details. Vegetation shall immediately follow construction completion. Payment shall be made for measured length of road constructed.

**9.0 HDPE CULVERT 15" DIAMETER**

The culvert shall be HDPE, dual wall smooth interior corrugated twenty (20) foot joint type. The pipe joints shall be silt-tight and the pipe shall meet ASTM D3350 manufacturing standards. The culvert locations shall be determined by the onsite DEP representative.

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

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

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

The culvert shall be covered with a minimum of twelve (12) inches of material. Payment shall be for length of culvert installed.

**10.0 HDPE CULVERT 18" DIAMETER**

The culvert shall be HDPE, dual wall smooth interior corrugated twenty (20) foot joint type. The pipe joints shall be silt-tight and the pipe shall meet ASTM D3350 manufacturing standards. The culvert locations shall be determined by the onsite DEP representative.

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

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

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

The culvert shall be covered with a minimum of twelve (12) inches of material. Payment shall be for length of culvert installed.

**11.0 HDPE CULVERT 36" DIAMETER**

The culvert shall be HDPE, dual wall smooth interior corrugated twenty (20) foot joint type. The pipe joints shall be silt-tight and the pipe shall meet ASTM D3350 manufacturing standards. The culvert locations shall be determined by the onsite DEP representative.

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

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

The culvert shall be imbedded in a formed trench to a depth no less than 1/10 the outside diameter of the

BUYER CB-23	PAGE 019	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

pipe. Selected backfill material shall be placed around the culvert in four (4) inch layers and thoroughly compacted by means of hand tamping or manually directed power tampers or plate vibrators. The culvert shall be covered with a minimum of twelve (12) inches of material. Payment shall be for length of culvert installed.

## **12.0 CONSTRUCTION STAKEOUT**

This work shall consist of furnishing, placing, and maintaining construction layout stakes necessary for the proper execution of the work required under the Contract. The Contractor shall provide control points for initial layout of the work. These points will be placed in a location which future work will not effect the set points. These points will remain until the contract is completed. The DEP on-site inspector will have access to these points to verify the work as it is occurring. (Shall not exceed 5% of the total bid for this permit.)

### **A. MATERIALS**

Wooden stakes and other marking materials as described herein.

### **B. CONSTRUCTION METHODS**

B(1). The Contractor shall provide field forces and shall set all additional stakes needed, such as offset stakes, reference point stakes, stakes for roadway drainage, sub-drains, fence, culverts or other structures, and any other horizontal or vertical controls necessary to secure a correct layout of the work.

B(2). Elevation control hubs with guard stakes shall be set, at a convenient distance outside the construction limits. The centerline station, the distance from centerline, and the elevation of the hub shall be recorded on each guard stake.

B(3). The Contractor shall be responsible for having the layout staking work conform to the lines, grades, elevations, and dimensions called for on the Plans. The Contractor shall be responsible for reporting any discrepancies to the Supervisor for clarification. Minor adjustments to suit field conditions are anticipated and it shall be the responsibility of the Supervisor to make decisions regarding adjustments.

B(4). Any inspection or checking of the Contractor's layout by the Supervisor and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure the proper dimensions, grades and elevations of the required work.

## **13.0 EXISTING SEDIMENT CONTROL STRUCTURES**

The existing structure shall be cleaned out, repaired, or otherwise constructed as directed at the time of the pre-bid showing. Such structures shall be cleaned out when the sediment capacity reaches 60%, repaired, and maintained until demobilization. This item will be a one-time lump sum payment. Clean-out and maintenance shall be conducted by the contractor at no expense to DEP.

## **14.0 HAYBALE DIKE**

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

1. All bales shall be placed on the contour.
2. Bales shall be placed in a row with ends tightly abutting the adjacent bales.

BUYER CB-23	PAGE 020	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

3. Bales shall be securely anchored in place by stakes or rebars driven through the bales. Rebar to be removed at the direction of DEP. The first stake in each bale shall be driven toward previously laid bale to force the bales together. Construction of sediment control sumps and/or rock check dams may become necessary to supplement the hay bale dikes, and shall be incidental to this bid item.

**15.0 RIPRAP V-DITCH 1**

Provide all materials, excavate and construct Ditch as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. Ditches shall be free draining upon completion of construction. R-5 limestone riprap shall be used at thickness of 1½ feet. Length of ditch may be adjusted to meet on site conditions. No separate payment for construction stakeout will be made.

**16.0 RIPRAP V-DITCH 2**

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

**17.0 RIPRAP TRAPEZOIDAL DITCH**

Provide all materials, excavate and construct Ditch as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. Ditches shall be free draining upon completion of construction. R-5 limestone riprap shall be used at thickness of 1½ feet. The ditch will be lined with existing rock available from the work site area. Length of ditch may be adjusted to meet on site conditions. No separate payment for construction stakeout will be made.

**18.0 GROUTED RIPRAP DITCH**

Provide all materials, excavate and construct Ditch as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. Ditches shall be free draining upon completion of construction. Unless otherwise noted shall be durable limestone rock placed in a 1.5 foot thick blanket. Twenty-five percent (25%) of the limestone rock will be 18 inches or larger. Ten percent (10%) of the limestone rock shall be no smaller than six (6) inches. The remaining sixty-five percent (65%) of the limestone rock shall be well graded between six (6) and eighteen (18) inches. In-place rammed or hammered limestone rock shall be acceptable.

The grout filler shall be composed of a mixture of one part Type II (sulfate resistant) portland cement and three parts sand, mixed with water to produce a workable consistency. The limestone shall be thoroughly wet immediately before grout is applied. As soon as the grout is deposited on the surface, it shall be thoroughly worked into the joints. The limestone shall then be brushed, so that their top surfaces are exposed. Grout shall penetrate 100% of the riprap thickness. The grouted riprap ditch will begin at the aeration pond and continue to pond 1. The grouted ditch will also pick-up seep 1 water from the solid SDR 35 pipe as it travels under access road 1. This grouted riprap ditch will connect to the grouted ditch from the treatment building. Length of ditch may be adjusted to meet on site conditions. Payment will be for the actual amount installed.

**19.0 CONSTRUCT AERATION POND**

This pond will be constructed in the existing ditch 2 area. The pond site shall be under-cut one (1) foot thus removing all silted material to increase volume. Total storage volume shall not be less than 33,000 cubic feet. Pond width shall be approximately 60 feet, total depth 8.5 feet, and water depth 4 feet. Exits shall be 6' foot top width riprap v-ditch channel and are to be paid in bid item 15. The Ditch inner slope embankment shall be rocked to prevent erosion. All embankments shall be constructed in compacted layers not exceeding six (6) inches in thickness. Refer to the detail sheets for aeration pond and grouted riprap ditch. Payment will be lump sum upon

BUYER CB-23	PAGE 021	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

approval and completion of work.

### 20.0 CONSTRUCT WATER INTAKE RISER

The foundation shall be Type II Sulfate Resistant Concrete and shall conform to the dimensions and shape shown in the detail drawings and specifications. Include all reinforcing bars with supports as necessary. Provide all forms, personnel and equipment required for the placement, finishing, and curing of the concrete. The concrete shall be consolidated with use of an internal spud vibrator to liquefy the concrete so that entrapped air and water can come to the surface. Adverse weather conditions shall be avoided during completion of this item. WVDOH specifications for concrete shall apply to this item. Excavation for the foundation is incidental to this item with no separate payment being made.

The sub-foundation shall be undercut to remove all unconsolidated material down to a competent foundation as determined by the DEP on site representative. The DEP on site representative shall be present during this work. If the foundation site is over excavated, durable rock may be added and compacted in six (6) inch layers to obtain a solid foundation.

The 30" HDPE riser shall be anchored into the foundation with rebar as shown in the detail drawings and specifications. A minimum of sixty, evenly spaced, one inch diameter perforations in the 30" HDPE Riser shall conform to the dimensions, location, and shape shown in the detail drawings and specifications. Riprap (3"-6" non-calcareous) shall be placed around the 30" HDPE riser to allow water to flow into the perforated riser.

An aluminum lid shall be fabricated to cover the 30" HDPE riser. The aluminum cover shall be attached to the riser, easily opened, and at least 3/16 inch thick.

### 21.0 SEEP COLLECTOR

Provide all materials, excavate and construct seep collector as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the pre-bid showing. Seep collector must be completely installed and approved prior to payment. Payment will be for actual footage installed and verified by DEP with photos.

### 22.0 PRECAST MANHOLE

The manhole shall be "Type A" as specified by the West Virginia Department of Highways or shown on drawings. Excavation shall be done to the elevation determined by the seep excavation. Undercutting shall be required if competent foundation conditions are not encountered. Compacted crushed stone shall be placed under manhole for bedding. The lid shall be watertight. Entrance pipes shall extend four (4) inches past the manhole wall. The exit pipe is a 12" SDR 35 pipe. Seal exit pipes into the manhole wall. Payment shall be made for each completed manhole installed, which shall include the bottom section, top section, and appropriate length middle section. The purpose of the manhole is to allow a point to maintain slope of the seep collector and an entry point to perform maintenance on the conveyance pipe. See detail sheet for layout and desired location.

### 23.0 CLEANING POND 1

Once the pond is dewatered, all sludge, mud and sediment or undesirable material down to original ground is to be removed. The method of cleaning can be chosen by the contractor as long as acceptable results are obtained. Material removed from the pond shall be disposed of at a site agreed to with the on-site DEP representative. Once dewatered, the disposal site shall be covered with material suitable for vegetative growth. The area shall then be vegetated.

While the pond is dewatered, the exit channel will be removed and replaced with a trapezoidal ditch. Refer to the attached detail sheet. The length of channel to be replaced will not be less than twenty five (25) feet, and shall be paid under Trapezoidal Ditch Bid Item 17.0.

The embankment above the pond is over grown, and shall be cleared and grubbed to regain access around the pond. A 12' wide bench shall be cut around the pond for future access.

BUYER CB-23	PAGE 022	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

Payment shall be made in two 50 percent (50%) amounts. One payment shall be at the completion of removal of the material from the pond, clearing of brush, and benching. The second payment shall be at the completion of the grading of the disposal area.

**24.0 HDPE PIPE 6" SLUDGE PUMPING PIPE**

Pipe shall be six (6) inch diameter, HDPE (DR 15.5 or 17) of standard manufacture. Location of the pipe installation will be determined during construction by the DEP on site representative.

Installation is to be according to the manufacturers recommendations. Provide all materials, equipment, excavation and personnel necessary for installation. Fusion technician shall be qualified in the butt fusion process and supervise the fusion of all joints. The pipe shall be buried at least 2.5 ft. to avoid freezing. Payment shall be made for actual length of pipe installed.

**25.0 PUMP ADAPTOR CONNECTION**

The pond ends of the HDPE 6 inch pipe shall be fitted with a threaded adaptor to receive a 6" cam-lock adaptor. Install posts or pipes to protect outlet from damage. Use riprap around pipe as necessary. Include a cam-lock cap for sealing each adaptor. The cap shall withstand pressures developed during pumping at other pumping points. The sludge disposal pond ends will be the same as the pond ends. Payment shall be for each location installed.

**26.0 WYES (6" HDPE LATERALS 45°)**

Wyes shall be of standard manufacture for 6" diameter HDPE pipe to allow 45° junction. Payment shall be for each location installed.

**27.0 BAFFLE CURTAIN**

The baffle curtain shall be of an ultraviolet (UV) resistant type vinyl coated polyester material with a minimum total weight rating of 17 oz./sq. yd. Styrofoam floats of size 3"x4"x12" shall be hot seam sealed into the top of baffle curtain, and shall be evenly spaced 4 inches apart end to end. A grommet shall be placed between each of the styrofoam floats. A 5/16 inch diameter stainless steel wire cable shall be seamed into the top of the baffle to anchor at the sides of the pond. A ¼ inch diameter link chain shall be hot seam sealed into the bottom of the baffle for weight, and to anchor at the sides of the pond. Secure anchor points (pipe, rods, or treated posts) shall be installed at the ponds edge to hold the baffle in place. Anchor points and the baffle location shall be approved by the DEP onsite representative before installation. The wire cable and chain shall be attached in such a way to allow for easy disconnect while sludge is being pumped from the pond. All cable fasteners, eyebolts, and other accessories shall be stainless steel to prevent corrosion, and shall be incidental to this pay item. The baffle curtain opening slots shall be cut into the curtain below the hot seam seal at the top of the baffle, as indicated on the attached drawing. The spacing and the size of the slots shall be determined by the DEP engineer or onsite representative.

BUYER CB-23	PAGE 023	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

**28.0 WATER TREATMENT**

Provide all chemicals, equipment, and personnel necessary to achieve discharge limits to impounded waters before discharge off site. After dewatering, the sludge remaining shall be removed and disposed of at a place agreed to with the DEP on-site representative. Reclaim all sludge disposal sites.

AVERAGE RESULTS	POND #1	POND #2
Flow (GPM)	59	12
pH	3.0	3.0
Acidity (mg./l)	928	315
Iron (mg./l)	117	8
Aluminum (mg./l)	75	35
Manganese (mg./l)	43	38

**29.0 4 INCH WATER INTAKE LINE TO DRIVE UNITS**

One (1) HDPE (DR 15.5 or 17) 4 inch diameter water line shall be provided to connect the water intake unit from the aeration pond (see details) to a ball valve at the dispensing unit at site #1, and from the distribution box to the dispensing unit at site #2. The line shall be buried with a minimum of two and one-half (2.5') feet of cover to avoid freezing. Approximately 530 linear feet will be required. Payment shall be made for the actual measured length of pipe installed.

**30.0 WATER CONNECTION AT TWO DISPENSING UNITS**

At the dispensing unit, the 4 inch diameter HDPE line (bid item #29.0) shall be connected with a four (4) inch True union PVC ball valve and a two (2) inch True union PVC ball valve, various HDPE fittings (see Drive Line Schematic drawing), cleanouts, molded elbows, caps, reducer fittings, and flanges to supply water to the unit. This is a lump sum payment upon completion of work, paid 50% upon completion at each treatment site. All material costs are incidental to this bid item.

**TREATMENT SITE 1**

**31.0 FOUNDATION**

The foundation shall be Type II Sulfate Resistant Concrete (WVDOH Sec. 601) and shall conform to the dimensions and shape shown in the drawings and specifications. Include all reinforcing bars with supports and anchor bolts as necessary. Provide all forms, personnel and equipment required for the placement, finishing, and curing of the concrete. Adverse weather conditions shall be avoided during completion of this item. WVDOH Specifications for concrete shall apply to this item unless otherwise specified. Excavation for the foundation is incidental to this item with no separate payment being made. See attachment for details on sulfate resistant concrete. Concrete shall have a minimum 28-day test strength of 4000 psi.

The finish floor elevation is critical to the aeration pond normal pool elevation. Care will be taken to ensure the proper elevation be established according to the detail sheets. The elevation between the invert of the 12" SDR 35 exit pipe and the finish floor will be eight (8) feet.

The channel in the foundation is to receive water from the 12 inch SDR 35 solid pipe. After treatment with the reagent the water will exit the channel into the grouted riprap ditch.

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

BUYER CB-23	PAGE 024	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

**32.0 SUB-FOUNDATION PREPARATION**

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

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

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

Payment shall be made for each one (1) foot depth of undercut required.

**33.0 CRANE**

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

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

**34.0 DOSING UNIT AND SILO**

This item includes all work necessary to purchase, install and initiate operation of an Aqua-Fix water powered dosing unit (Unit type MSS-SM-OA-30). This item shall be subcontracted to:

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

Changes to these specifications shall be made only with the written approval of the Program Manager.

A 30 ton steel silo to store the reagent is required. The silo shall be equipped with an interior ladder, an exterior ladder with a protective cage and a lockable steel safety door, a steel safety fence around the top of the silo, a filler pipe to extend to the unloading port, a steel cone at the base of the silo to direct the discharge of the reagent through a steel flange which is sized and located to accommodate the reagent dispensing unit. Silo shall include a vent pipe to prevent pressure buildup during filling. An emergency pop off valve shall be included in case the vent pipe malfunctions. Pneumatic filling of the silo is to be utilized.

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

An insulated steel security enclosure attached to the silo structure support system to protect the dosing unit from vandalism and the weather is required. The wall thickness of the silo enclosure shall be a minimum of 1/8 inch thick steel. The enclosure shall be equipped with a hinged, lockable steel door of sufficient size to facilitate removal of the dosing unit for repair and/or future replacement. The enclosed structure shall be fitted with a propane heat unit with a capacity to prevent freezing of the dosing unit during the winter. The heater will include all needed piping, regulator and fittings to connect to the tank. The tank will be a one hundred (100) gallon tank and it will need filled one time.

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



BUYER CB-23	PAGE 025	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

The dosing unit, silo, and filler pipe shall be designed to facilitate the use of Calcium Oxide (CaO) during the service life of the unit. This portion of the work shall include the initial filling and the start up of the unit, at the direction of the Program Manager, to confirm that all units function as intended. Any repairs and/or adjustments required to the unloading system and dosing unit to allow them to function as designed shall be performed at no cost to the DEP. The system shall be operated successfully for a one-week period before acceptance by the DEP. All settling ponds and rip-rap ditches leading to them must be completed before testing is initiated. The Calcium Oxide shall be 30 tons in amount and delivered as scheduled by the on site DEP representative.

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

### **35.0 CONSTRUCT SLUDGE CELL #1**

A sludge disposal area shall be constructed to receive sludge pumped from pond #1. This area shall have a completed holding volume of at least 266,000 cubic feet. The constructed sludge disposal cell shall have a one-foot freeboard. The approximate size of the pond shall have a one hundred and fifty (150) foot top width, a top length of two hundred (200) feet, and a depth of ten (10) feet. The sludge disposal cell shall have side slopes not exceeding one horizontal to one vertical. It shall be constructed in the vegetated area above the aeration pond. The shape of the pond may be adjusted as agreed upon between the on-site DEP representative and the contractor at time of construction. Material which is removed during the pond construction and which is suitable for reclamation shall be stockpiled on site and vegetated. This pond shall be dugout in nature to facilitate its future reclamation. The exit channel shall consist of a V-ditch and the length has been added to Bid Item 15.0 for payment per linear foot installed. The V-ditch shall continue to the Grouted Riprap Ditch. The riprap shall be of standard size as noted under riprap. Payment shall be for the completed item upon approval of the DEP on site representative.

### **36.0 CLEANING AND MODIFICATION POND 2**

Once the pond is dewatered, all sludge, mud and sediment or undesirable material down to original ground is to be removed. The method of cleaning can be chosen by the contractor as long as acceptable results are obtained. Material removed from the pond shall be disposed of at a site agreed to with the on-site DEP representative. Once dewatered, the disposal site shall be covered with material suitable for vegetative growth. The area shall then be vegetated.

While the pond is dewatered, the exit channel will be removed and replaced with a trapezoidal ditch. Refer to the attached detail sheet. The length of channel to be replaced will not be less than seventy-five (75) feet. The cost of this channel will be paid under Trapezoidal Ditch Bid Item 17.0.

Payment shall be made in two 50 percent (50%) amounts. One payment being at the completion of removal of the material from the pond, clearing of brush, and benching and the second at the completion of the completion of the earthen dike, and grading of the disposal area.

### **37.0 12 INCH PVC SDR 35 SOLID PIPE**

PVC (SDR-35) twelve (12) inch line (gasket joint type) shall be provided. Installation is to be according to the manufacturer's recommendations. Provide all materials, equipment, excavation and personnel necessary for installation. The pipe shall be buried with a minimum of two and one-half (2.5') feet of cover to avoid freezing. Payment shall be made for the actual measured length of pipe installed.

## **TREATMENT SITE 2**

### **38.0 FOUNDATION**

The foundation shall be Type II Sulfate Resistant Concrete (WVDOH Sec. 601) and shall conform to the dimensions and shape shown in the drawings and specifications. Include all reinforcing bars with supports and

BUYER CB-23	PAGE 026	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

anchor bolts as necessary. Provide all forms, personnel and equipment required for the placement, finishing, and curing of the concrete. The concrete shall be consolidated with use of an internal spud vibrator to liquefy the concrete so that entrapped air and water can come to the surface. Adverse weather conditions shall be avoided during completion of this item. WVDOH Specifications for concrete shall apply to this item unless otherwise specified. Excavation for the foundation is incidental to this item with no separate payment being made. See attachment for details on sulfate resistant concrete. Concrete shall have a minimum 28-day test strength of 4000 psi.

The finish floor elevation is critical to the concrete distribution box elevation. Care will be taken to ensure the proper elevation be established according to the detail sheets. The elevation between the concrete distribution box and the finish floor will be eight (8) feet.

The channel in the foundation is to receive water from the 4 inch HDPE pipes. After treatment with the reagent the water will exit the channel into the riprap ditch.

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

#### **39.0 SUB-FOUNDATION PREPARATION**

The sub-foundation shall be undercut to remove all fill (unconsolidated material) down to a competent foundation as determined by the DEP on site representative. The sub-foundation shall be constructed in substantial conformity to the plans and/or specifications. The DEP on site representative shall be present during this work. The sub-foundation material shall be suitable material free of particles larger than three inches in diameter and consist of granular material conforming to WVDOH specification 716.1.1.2. A bearing capacity of approximately 6 tons per square ft should be obtained.

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

Payment shall be made for each one (1) foot depth of undercut required.

#### **40.0 CRANE**

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

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

#### **41.0 DOSING UNIT AND SILO**

This item includes all work necessary to purchase, install and initiate operation of an Aqua-Fix water powered dosing unit (Unit type MSS-SM-OA-20). This item shall be subcontracted to:

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

Changes to these specifications shall be made only with the written approval of the Program Manager.

A 20 ton steel silo to store the reagent is required. The silo shall be equipped with an interior ladder, an exterior ladder with a protective cage and a lockable steel safety door, a steel safety fence around the top of the silo, a filler pipe to extend to the unloading port, a steel cone at the base of the silo to direct the discharge of the reagent through a steel flange which is sized and located to accommodate the reagent dispensing unit. Silo shall include a vent pipe to prevent pressure buildup during filling. An emergency pop off valve shall be included in case the vent

BUYER CB-23	PAGE 27	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

pipe malfunctions. Pneumatic filling of the silo is to be utilized.

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

An insulated steel security enclosure attached to the silo structure support system to protect the dosing unit from vandalism and the weather is required. The wall thickness of the silo enclosure shall be a minimum of 1/8 inch thick steel. The enclosure shall be equipped with a hinged, lockable steel door of sufficient size to facilitate removal of the dosing unit for repair and/or future replacement. The enclosed structure shall be fitted with a propane heat unit with a capacity to prevent freezing of the dosing unit during the winter. The heater will include all needed piping, regulator and fittings to connect to the tank. The tank will be a one hundred (100) gallon tank and it will need filled one time.

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

The dosing unit, silo, and filler pipe shall be designed to facilitate the use of Calcium Oxide (CaO) during the service life of the unit. This portion of the work shall include the initial filling and the start up of the unit, at the direction of the Program Manager, to confirm that all units function as intended. Any repairs and/or adjustments required to the unloading system and dosing unit to allow them to function as designed shall be performed at no cost to the DEP. The system shall be operated successfully for a one-week period before acceptance by the DEP. All settling ponds and rip-rap ditches leading to them must be completed before testing is initiated. The Calcium Oxide shall be 20 tons in amount and delivered as scheduled by the on site DEP representative.

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

**42.0 SIPHON UNIT AND CONCRETE TANKS**

At treatment site #2 the seep water from the existing Anoxic Limestone Drain (ALD) shall be collected and piped into a new concrete tank with 1000 to 1200 gallon capacity. An automatic dosing siphon shall be installed inside the concrete tank, and will provide water at regular intervals to a smaller concrete distribution box. The siphon unit piping shall be fitted to a section of 4 inch SDR 35 piping. The concrete siphon tank shall have an overflow outlet pipe installed 4 inches below the inlet elevation. This overflow pipe shall be routed to the mine drainage channel. The siphon unit installation in the concrete tank will require grouting the unit in place with cement grout (see attached drawing). A Fluid Dynamics Inc. brand siphon (or engineer approved equal) model 413 shall be utilized.

The following contact information is provided for the siphon dosing unit:  
 Fluid Dynamic Siphons, P.O. Box 882019, Steamboat Springs, CO. Ph: 1-800-888-5653

The distribution box shall function to allow for adjustment of water flow to the Aquafix dispensing unit with one line, and the other line shall flow through the Aquafix mine drainage channel. These lines shall be 4 inch HDPE lines with schedule 40 PVC end connections and appropriate fittings to adapt into the concrete distribution box. The concrete distribution box shall be installed level. Based on the burial depth of the tank, a riser may be required for future access. Undercut material under the D-box location and fill with crusher run limestone in compact layers. Flow levelers that insert inside of the 4 inch schedule 40 pipe shall be included to adjust water flows to either exit pipe. Two Tuf-Tite brand levelers (or equal), commonly used with septic field systems, shall be provided. The 4 inch HDPE line from the D-box to the mine drainage channel shall be fitted with a 4 inch ball valve at the channel end of the pipe.

The onsite DEP inspector shall confirm the exact locations of the concrete siphon tank and the concrete distribution box. Any unused exit pipes in the D-box shall be capped or sealed. All pipes shall be sealed watertight through the D-box and the siphon tank. This is a lump sum payment to include complete installation of the siphon unit, concrete siphon tank, and concrete distribution box.

BUYER CB-23	PAGE 028	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

**43.0 CONSTRUCT SLUDGE CELL #2**

A sludge disposal area shall be constructed to receive sludge pumped from pond #2. This area shall have a completed holding volume of at least 18,000 cubic feet. The constructed sludge disposal cell shall have a one-foot freeboard. The approximate size of the pond shall have a thirty (30) foot top width, a top length of one hundred (100) feet, and a depth of ten (10) feet. The sludge disposal cell shall have side slopes not exceeding one horizontal to one vertical. It shall be constructed in the location as indicated in the attached drawing. The shape of the pond may be adjusted as agreed upon between the on-site DEP representative and the contractor at time of construction. Material which is removed during the pond construction and which is suitable for reclamation shall be stockpiled on site and vegetated. This pond shall be dugout in nature to facilitate its future reclamation. The exit channel shall consist of a V-ditch and the length has been added to Bid Item 15.0 for payment per linear foot installed. The V-ditch shall continue to the riprap v-ditch 1. The riprap shall be of standard size as noted under riprap. Payment shall be for the completed item upon approval of the DEP on site representative.

**44.0 CHANNEL ROAD CROSSING**

Provide all materials, excavate and construct the channel road crossing as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. The channel road crossing shall be free draining and impervious upon completion of construction. Length of channel road crossing may be adjusted to meet site conditions. No separate payment for construction stakeout will be made. Payment for the channel road crossing will be for completed road crossing, two (2) total.

The channel road crossing is a V-ditch, one and one half (1 ½) foot thick blanket of R-5 limestone. The channel road crossing shall be impervious, thus containing all baffled settling pond discharge water. The channel road crossing will have a concrete skimmer placed on the upstream side of the crossing. The concrete shall be Type A Sulfate Resistant Concrete (WVDOH Sec. 601). The skimmer shall have a width of 6" and a depth that continues into original ground one (1) foot. The length of the skimmer shall extend 1' past the length of the channel road crossing on each end. The skimmer shall be level, and the top of the skimmer shall be equal to the bottom of the outer edge of the channel road crossing riprap. Reinforcing steel shall be utilized as indicated in the attached drawing. The water will flow through the riprap of the channel road crossing.

**45.0 STRUCTURE AND/OR DEBRIS REMOVAL**

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

**46.0 REVEGETATION**

The actual seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the Department of Environmental Protection. Contractor shall provide equipment as necessary to secure approval of the seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, but no additional monetary compensation will be awarded. Areas outside the limits of construction, disturbed by the

BUYER CB-23	PAGE 029	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

contractor, shall be revegetated by the contractor at no expense to DEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the DEP Specialist. It shall be the vendor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation is established. The acreage quantities in this contract are for bidding purposes only.

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

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

#### 46.1 AGRICULTURAL LIME

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

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

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

Lime Applied at 10 ton/acre.

#### 46.2 FERTILIZER

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

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

BUYER CB-23	PAGE 030	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

**46.3 MULCH**

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

Mulch: Wood Fiber @ 1.0 ton/Acre

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

**46.4 VEGETATIVE SPECIES**

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

NORTH MIX

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

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

**47.0 CLEAR AND GRUB**

All vegetative cover (trees, shrubs, bushes etc.) within the entire work area shall be removed to bare ground. It is the contractor's responsibility to obtain all necessary permits and to follow state guidelines for burning and proper disposal of vegetative materials. Disposal of the trees and shrubs on-site with a chipper is an acceptable alternative to burning. It is imperative that the contractor in conjunction with the on-site DEP representative cooperates with the landowner to identify construction limits and property lines. Any timber cut in the clear and grub area that the landowner wishes to retain shall be de-limbed and stockpiled. The areas that will be included in the clearing are all roads, ponds, sludge cells, and the clearing limits needed to complete the work called for in these specifications.

**48.0 HAULROAD GATES**

Gates and other fence hardware shall be hot-dipped galvanized as per ASTM A153 specifications for zinc coating (hot dip) on iron and steel hardware. Gates shall be painted. Preferred colors are green or tan.

Wood posts and braces shall be pressure-preservative treated according to Federal Specification TT-W-571, Wood Preservation: Treating Practices, latest revision and may be round or square. Decay-resistant species may be used untreated with prior approval.

BUYER CB-23	PAGE 031	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

Gate posts shall be a minimum 6 inch top diameter or square and 8 ft. long.

Post holes shall be a minimum of three (3) ft. deep and twelve (12) inch in diameter or square. Sides shall be nearly vertical. Posts shall be embedded in concrete. The embedment shall extend 2 inches above grade at the post and shall slope to grade at the edge of the concrete. Concrete shall have a minimum 28-day test strength of 4000 psi.

Posts shall be braced to support the weight of the gate. Conventional bracing or use of a dead man will be considered for approval.

Gates shall be two (2) inch diameter heavy duty pipe gates. Two 10 ft. gates shall be installed at the site. Provide a lockable latch which includes protection for the lock. All hardware and/or accessories necessary for installation of gates shall be part of this lump sum bid price. Gates will be installed at the intersection of the access road and the county road. Payment shall be made at the completion of installation and acceptance by the DEP.

#### **49.0 ACCESS ROAD 2 MODIFICATION**

The modification to Access Road 2 will be done according to the detail sheet. Care must be taken to ensure that county route 52 is kept open to ensure public safety. Appropriate construction signs shall be utilized while working on entrance from County Route 52. The current landowner that uses Access Road 2 must be informed on a daily basis when the access road (driveway) will be closed. The contractor will be responsible for all possible utility location and state agency notifications. Payment for this item is lump sum.

BUYER CB-23	PAGE 132	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

---

## **BID PREPARATION INFORMATION**

### **HISTORICAL INFORMATION**

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

### **EXAMINATION OF BID PACKAGE AND SITE OF WORK**

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

### **PREBID CONFERENCE**

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

### **VIDEO**

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

### **INTENT OF CONTRACT**

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

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



BUYER CB-23	PAGE 133	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

## **GENERAL PERFORMANCE STANDARDS**

### **INTRODUCTION**

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

### **BACKFILLING**

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

### **BLASTING**

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

### **LIFE OF CONTRACT**

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

### **WORK PERFORMANCE PERIOD**

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

### **NOTICE TO PROCEED**

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

### **PRE-CONSTRUCTION CONFERENCE**

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

BUYER CB-23	PAGE 134	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

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

**CONTRACTOR RESPONSIBILITY**

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

**SILENCE OF SPECIFICATIONS**

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

**LAWS TO BE OBSERVED**

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

**PERMITS, LICENSES AND TAXES**

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

**CONCURRENT RECLAMATION**

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

BUYER CB-23	PAGE 135	REQ. OR PO NO. DEP 14140
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

**WATER QUALITY CONTROL**

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

**DIFFERING SITE CONDITIONS**

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

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

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

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

**HANDLING AND STORAGE OF MATERIALS**

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

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

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

**MAINTENANCE DURING CONSTRUCTION**

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

BUYER CB-23	PAGE 036	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

**FINAL INSPECTION**

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

**ACREAGE QUANTITIES**

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

**PAYMENT**

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

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

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

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

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

ROAD ABANDONMENT shall be included in the final construction invoice.

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

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

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

BUYER CB-23	PAGE 037	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

**REVEGETATION AND WARRANTY**

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

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

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

**CONTRACT NON-COMPLIANCE**

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

**CONTRACT DELETIONS**

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

**CANCELLATION**

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

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

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

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

BUYER CB-23	PAGE 038	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

**S**

Attn:

**A** Re: Notice to Proceed  
 Permit Name: \_\_\_\_\_  
 Permit No. \_\_\_\_\_  
 Purchase Order No.: DEP

Dear :

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

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

Failure to comply with this notice to proceed will cause termination of the contract and forfeiture of your performance bond.

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

**L**

Sincerely,

**E**

BUYER CB-23	PAGE 039	REQ. OR PO NO. DEP 14140
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a

STATE OF WEST VIRGINIA

Rev. 1/29/02

PURCHASING CONTINUATION SHEET

VENDOR:

## General Requirements

### Project Construction Sign

#### Work Required

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

#### Materials

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

#### Execution

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

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

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

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



Joe Manchin, III  
Governor



Stephanie Timmermeyer,  
Cabinet Secretary



Ken Ellison,  
Director

STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration  
Office of Special Reclamation

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

Permit Name  
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01





77 1/4"

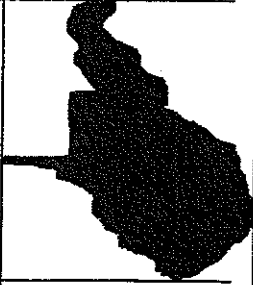
17 1/4"

1 1/2"

1 1/8"

15 3/4"

27 3/4"



STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration  
Office of Special Reclamation

Joe Manchin, III  
Governor

7 7/8"



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

3 3/4"

Stephanie Timmermeyer,  
Cabinet Secretary

Permit Name  
Permit Number

7 7/8"



Ken Ellison,  
Director

8 5/8"

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

2 1/4"

18"

CB-23

PAGE 041 DEP 14140

73 7/8"

36"

36"

48"

6"

6"

96"



Joe Manchin, III  
Governor



Stephanie Timmermeyer,  
Cabinet Secretary



Ken Ellison,  
Director

STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration  
Office of Special Reclamation

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

Permit Name  
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

81 3/8"

7 7/8"

9 3/8"

5 1/4"

48"

6" 2 1/4" 1 1/2" 2 1/4" 3 3/4" 2 1/4" 1 3/4" 2 1/4" 3 3/4" 1 1/2" 4 7/8" 2 1/4" 1 1/4" 2 1/4" 4 7/8" 1 1/4" 3 3/4"

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


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


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

Permit Name  
 Permit Number

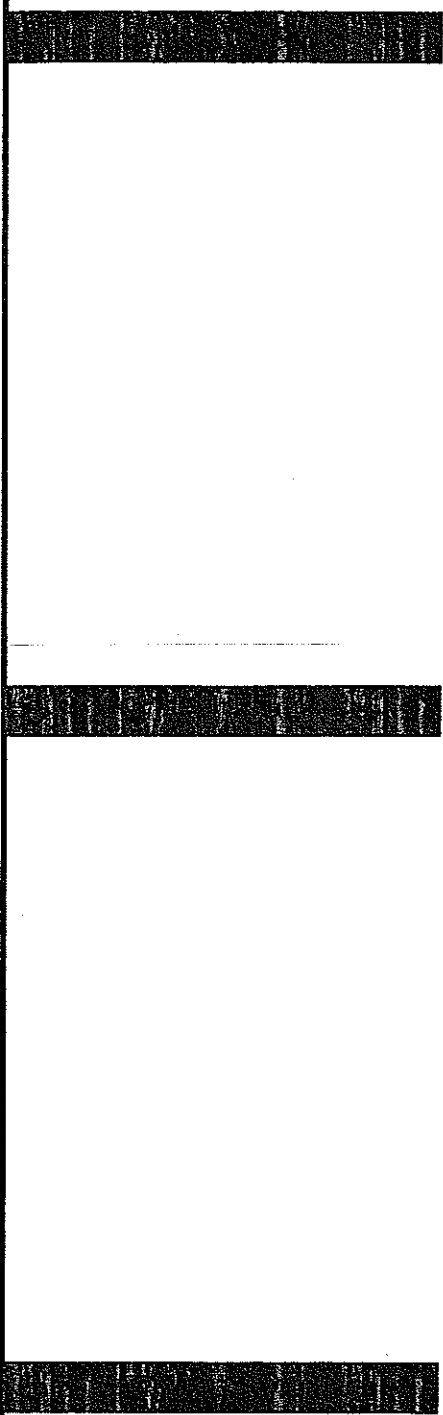
Contractor: Joe Smith Contracting  
 Project Start Date: 01/01/01

17 1/2" 1 1/2" 1/4" 1 1/2" 9 1/2" 1" 1/4" 1" 8" 1" 1/4" 1" 3 3/4"

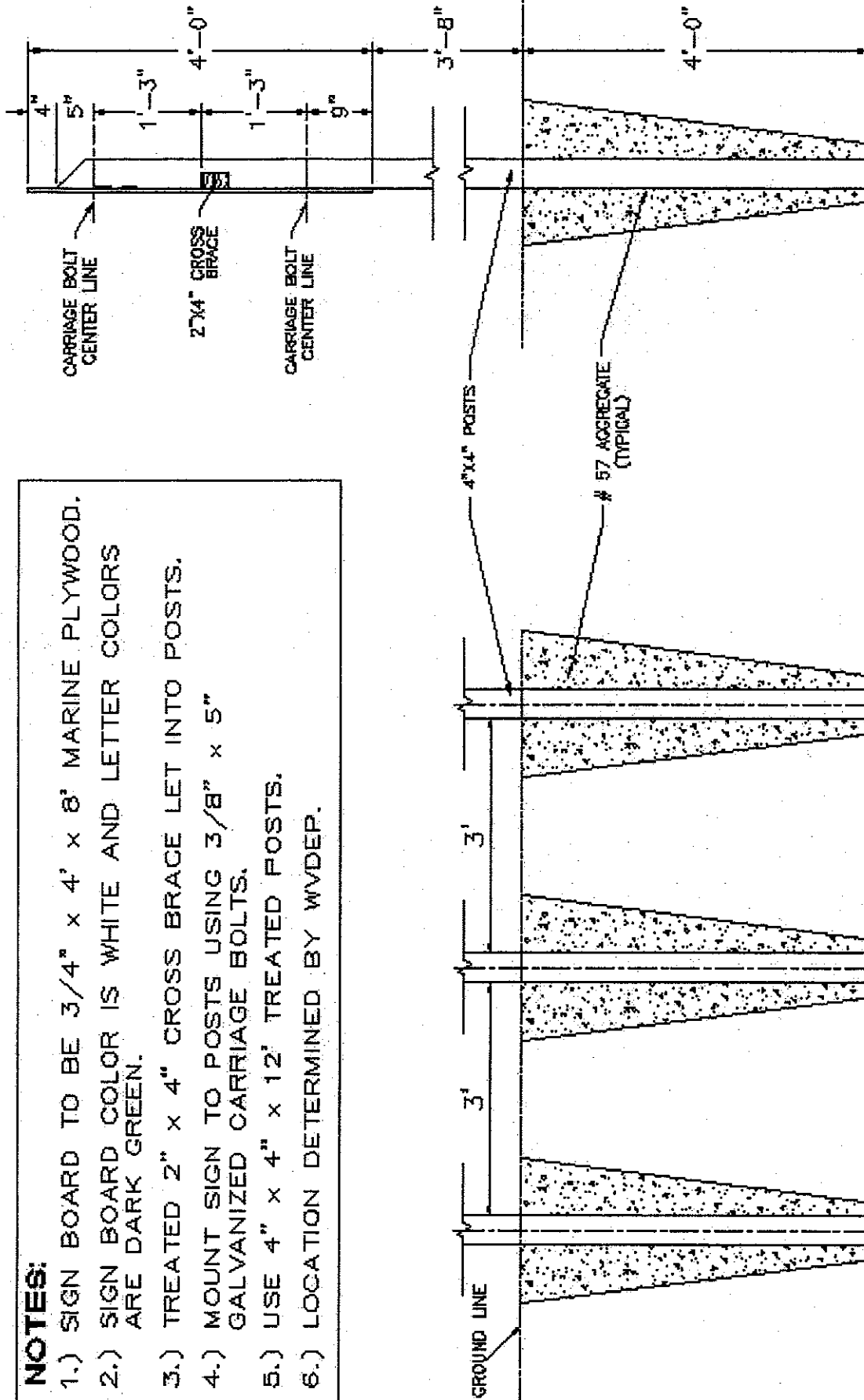
 **Joe Manchin, III**  
 Governor

 **Stephanie Timmermeyer,**  
 Cabinet Secretary

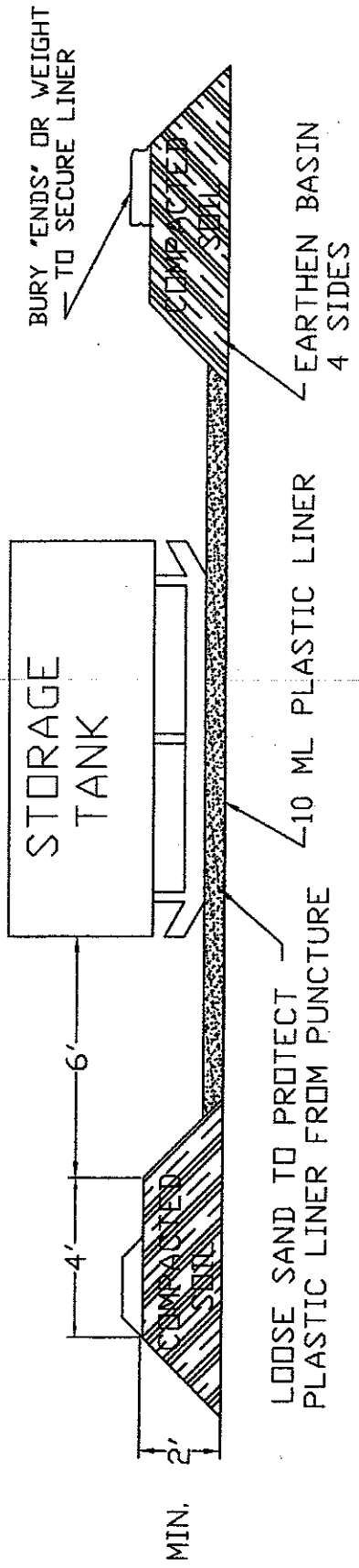
**DLR**  
**Ken Ellison,**  
 Director



- NOTES:**
- 1.) SIGN BOARD TO BE 3/4" x 4' x 8' MARINE PLYWOOD.
  - 2.) SIGN BOARD COLOR IS WHITE AND LETTER COLORS ARE DARK GREEN.
  - 3.) TREATED 2" x 4" CROSS BRACE LET INTO POSTS.
  - 4.) MOUNT SIGN TO POSTS USING 3/8" x 5" GALVANIZED CARRIAGE BOLTS.
  - 5.) USE 4" x 4" x 12' TREATED POSTS.
  - 6.) LOCATION DETERMINED BY WYDEP.



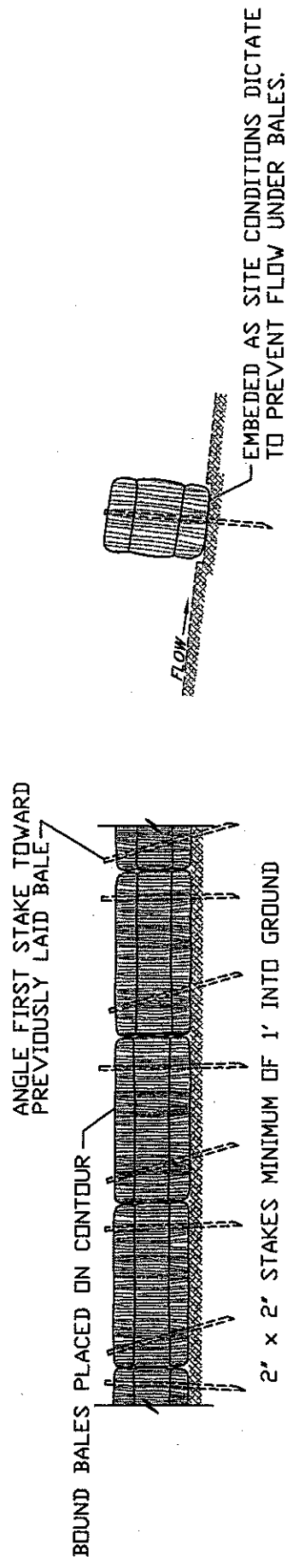
PROJECT SIGN  
NOT TO SCALE



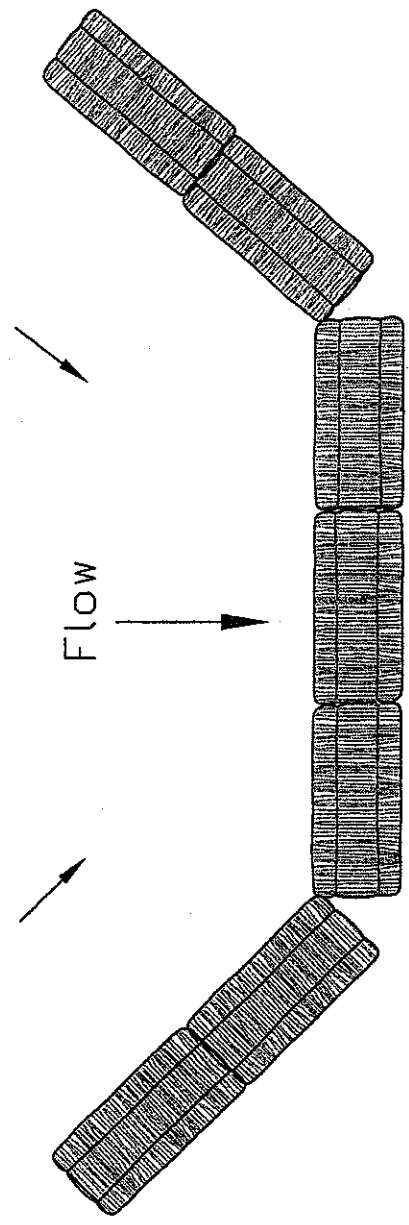
SELECTED HEIGHT OF EARTHEN BERM IS TO BE A TWO (2') FOOT MINIMUM OR ONE HUNDRED TEN PERCENT (110%) OF THE CAPACITY OF THE TANK(S) TOTAL VOLUME WITHIN THE BERM. A SIX (6") INCH FREEBOARD MUST BE INCLUDED.

NOTE: A TWO INCH (2") WATER REMOVAL DRAIN SHALL BE LOCATED AT THE LOWEST POINT IN THE BOTTOM OF THE CONTAINMENT VOLUME. IT SHALL CONNECT TO A NORMALLY CLOSED VALVE OUTSIDE THE DIKE. THE VALVE SHALL BE MANUALLY OPERATED AND PROTECTED FROM UNAUTHORIZED OPERATION. RAINWATER CONTAINED WITHIN THIS DIKE SHALL BE EXAMINED PRIOR TO RELEASE TO ENSURE THAT HARMFUL QUANTITIES OF FUELS AND LUBRICANTS ARE NOT DISCHARGED. ALTERNATE METHODS OF WATER REMOVAL WILL BE CONSIDERED FOR APPROVAL.

TANKS WITH SECONDARY CONTAINMENT MAY BE USED AS AN ALTERNATIVE.



ANCHORING DETAIL

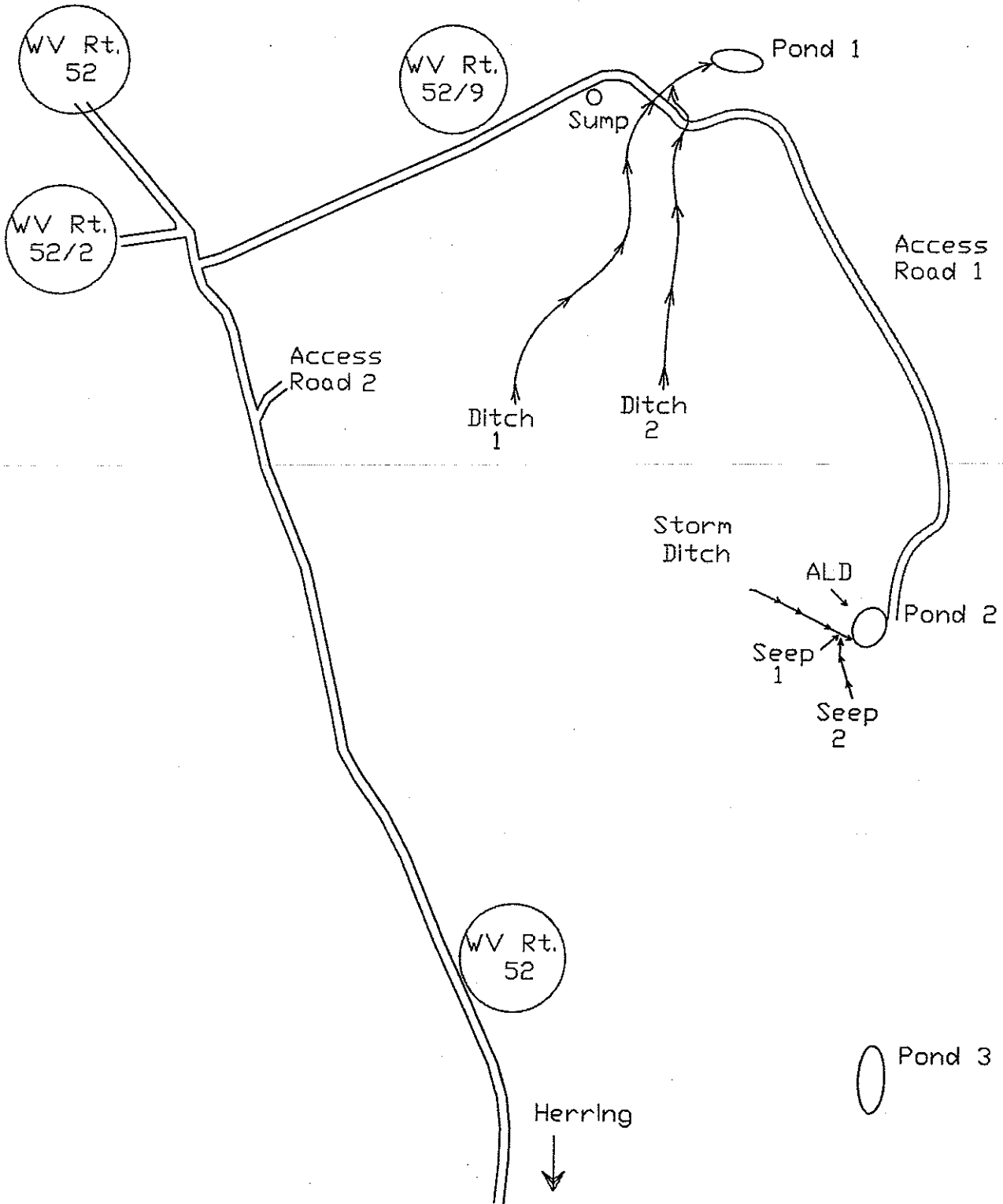


SEDIMENT BARRIER

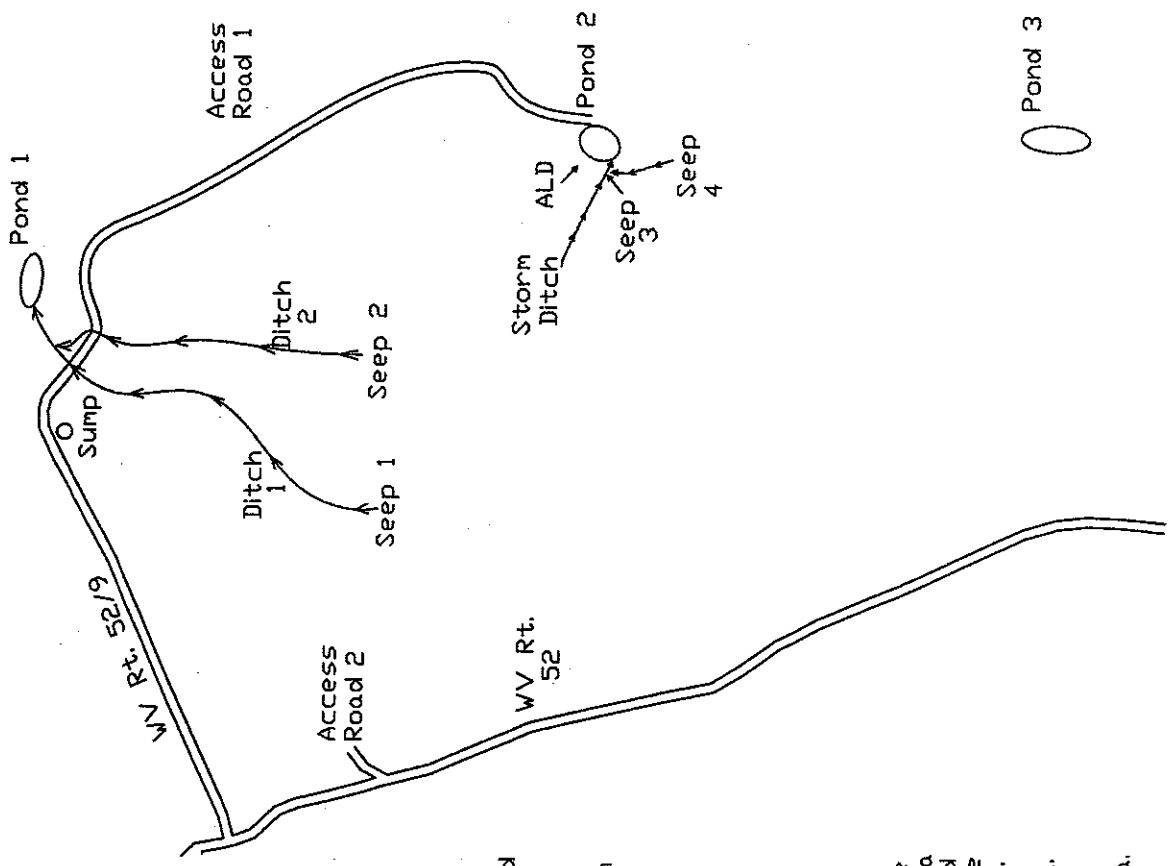
TOP VIEW

NOT TO SCALE

CURRENT SITE LOCATION



GENERAL DESIGN

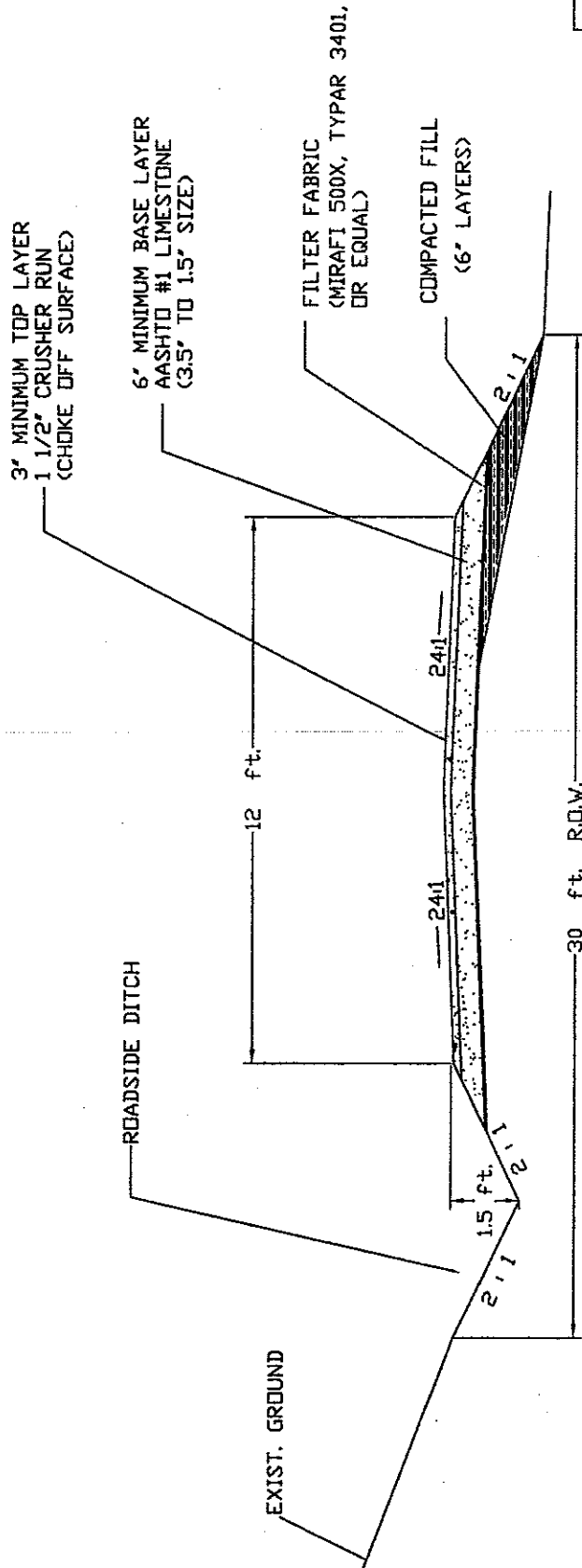


Design Goals

- Access Road 1 will be improved according to specifications which includes, but not limited to, culverts, ditches, stone, and turning areas.
- Access Road 2 will be improved according to specification which includes, but not limited to, culverts, ditches and stone.
- Ditch 1 will be constructed into a seep collector and conveyance system.
- Ditch 2 will be constructed into a seep collector and conveyance system. The ditch will be impermeable and include a pond. Construction will be according to specifications.
- Seep 1 & Seep 2 will be constructed to collect and direct water to the corresponding ditch. Construction will be according to specifications.
- Storm Ditch will be modified and connected to additional ditches for storm water. The storm ditch will be constructed around Pond 2 and under roadway.
- The ALD will be removed and a seep collector and a siphon tank installed to allow the pipe to continue under the storm water ditch and empty into the treatment building to drive the unit.
- Seep 3 & 4 will be collected and water directed to ditches which will direct the water to the treated water entering Pond 2.
- Pond 1 will have the entrance channel and exit channels cleaned and modified as called for in the specifications and details.
- Pond 2 will have the entrance and exit channel modified. The current entrance channel will be removed and replaced with a grouted riprap channel. The exit channel will be constructed and include a channel road crossing. This exit channel will be continued to a point below where the storm ditch intersects.
- The sludge storage #1 area will be placed above seep 2 area. The area will include a light duty road and turning area.
- The sludge storage #2 area will be placed above seep 3 area. The area will include a light duty road and turning area as shown on the detail drawings.



# ACCESS ROAD UPGRADE



## TYPICAL SECTION

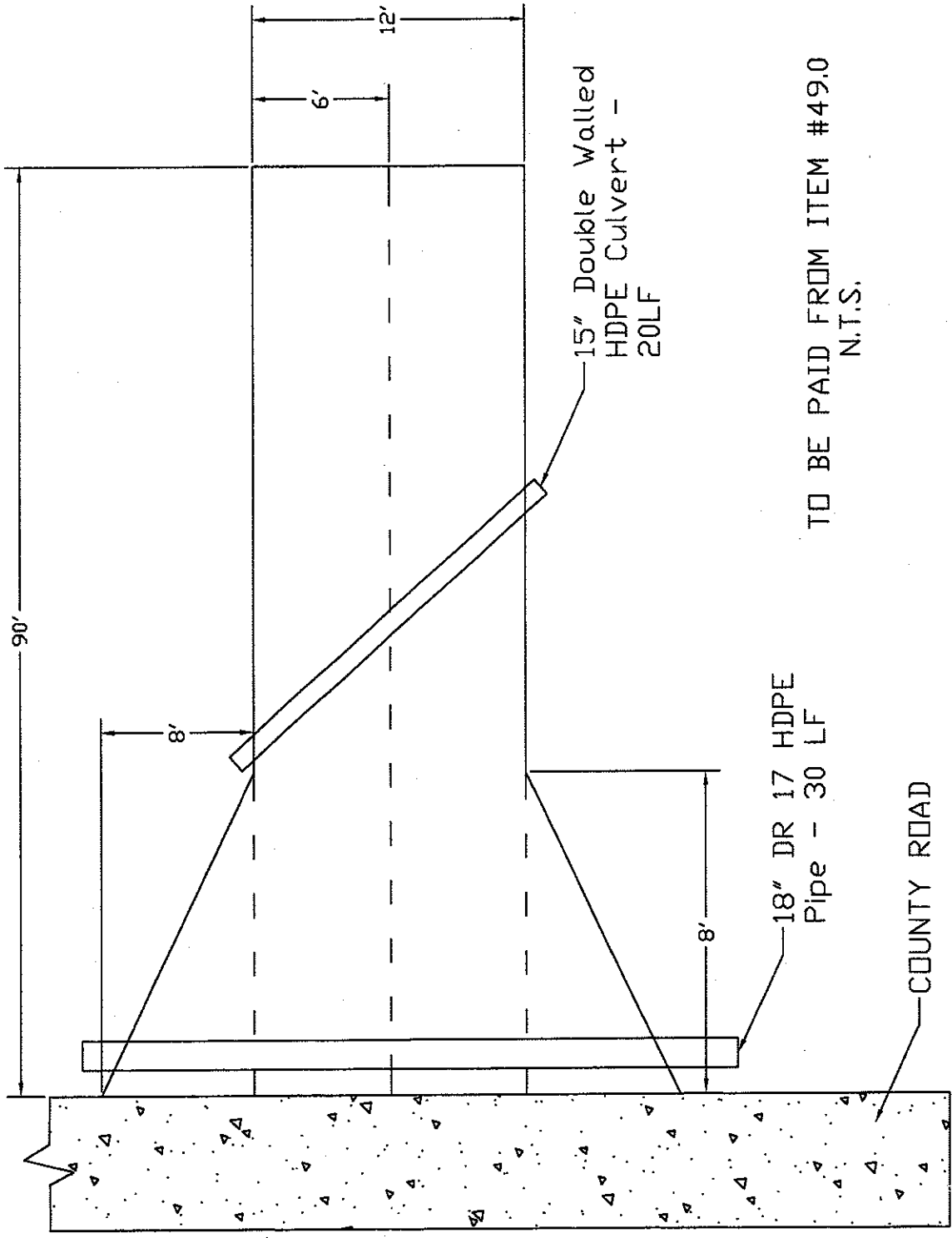
NOTES: THE EXISTING ROAD SHALL BE REGRADED, SHAPED, AND ROCKED AS NECESSARY TO MEET THESE SPECIFICATIONS.

ANY TREES OR BRUSH WITHIN THE 30 FEET R.O.W. OF THE ROAD SHALL BE REMOVED.

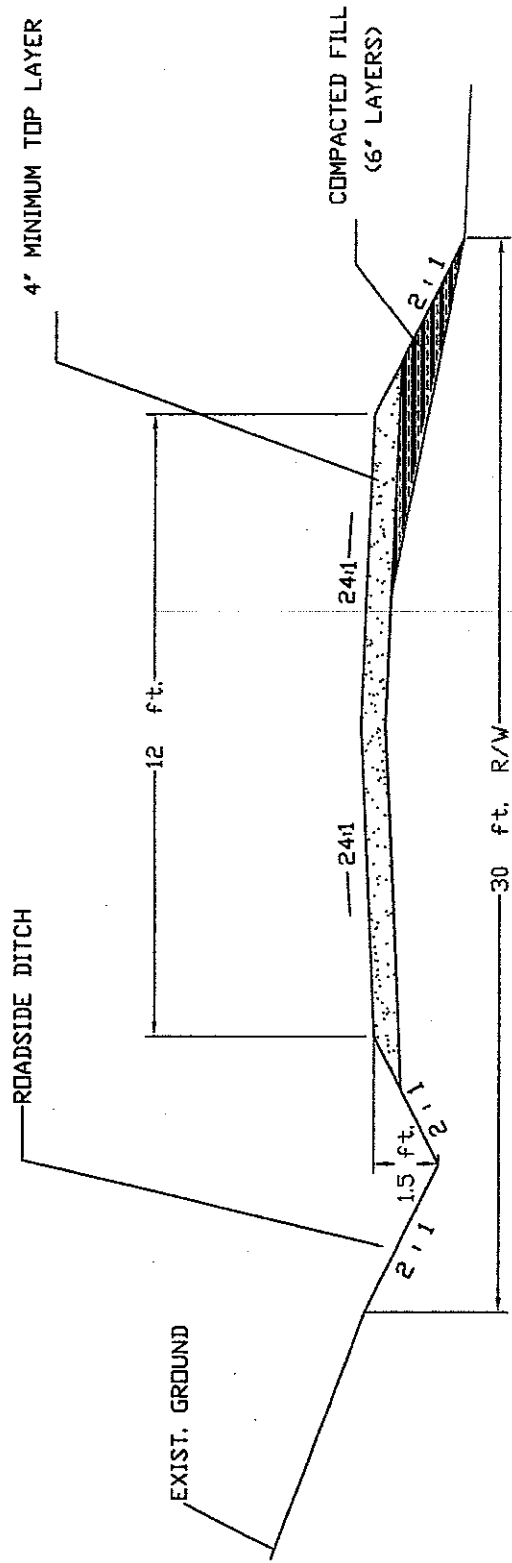
ANY OVERHANGING TREE LIMBS IN THE R.O.W. AT A HEIGHT OF 15 FEET OR LESS SHALL BE REMOVED.

THE 6" BASE LAYER OF STONE SHALL BE USED AS NEEDED, AND SHALL BE PAID BY THE TON.

THE FILTER FABRIC SHALL BE USED AS NEEDED, AND SHALL BE PAID BY THE LINEAR FOOT OF ROAD SECTION.



TO BE PAID FROM ITEM #49.0  
N.T.S.



TYPICAL SECTION

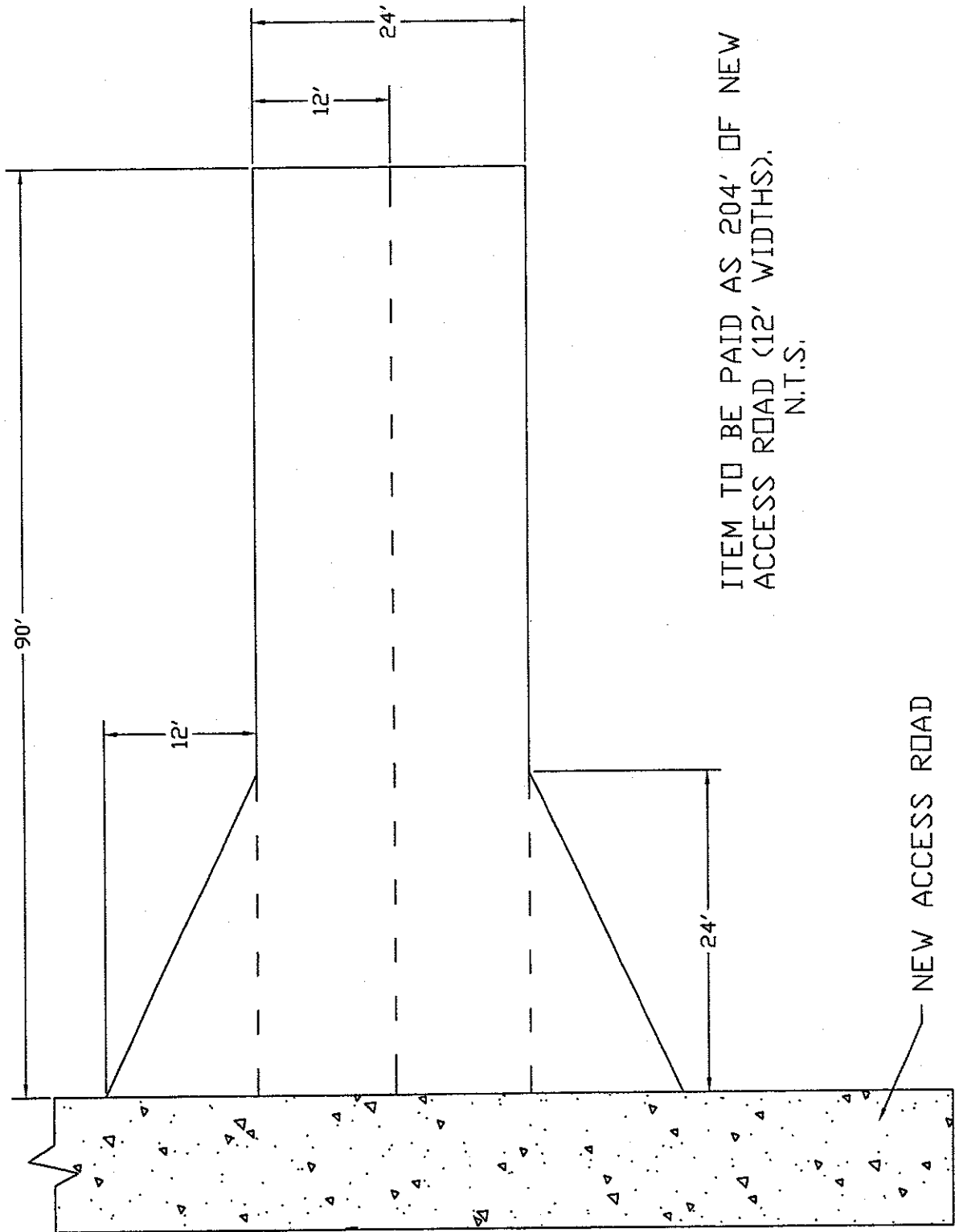
NOTES: ANY TREES OR BRUSH WITHIN THE 30 FEET R.O.W. OF THE ROAD SHALL BE REMOVED.  
 ANY OVERHANGING TREE LIMBS IN THE R.O.W. AT A HEIGHT OF 15 FEET OR LESS SHALL BE REMOVED.

BUYER  
CB-23

PAGE  
132

REQ. or P.D. No.  
DEP 14140

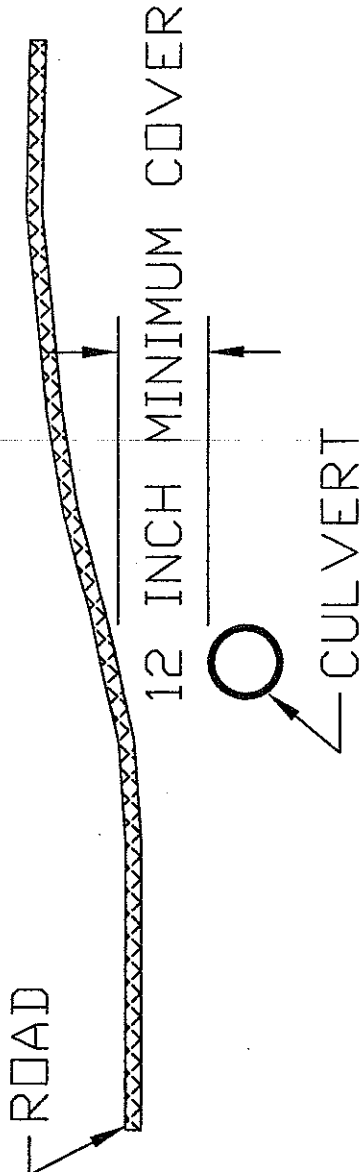
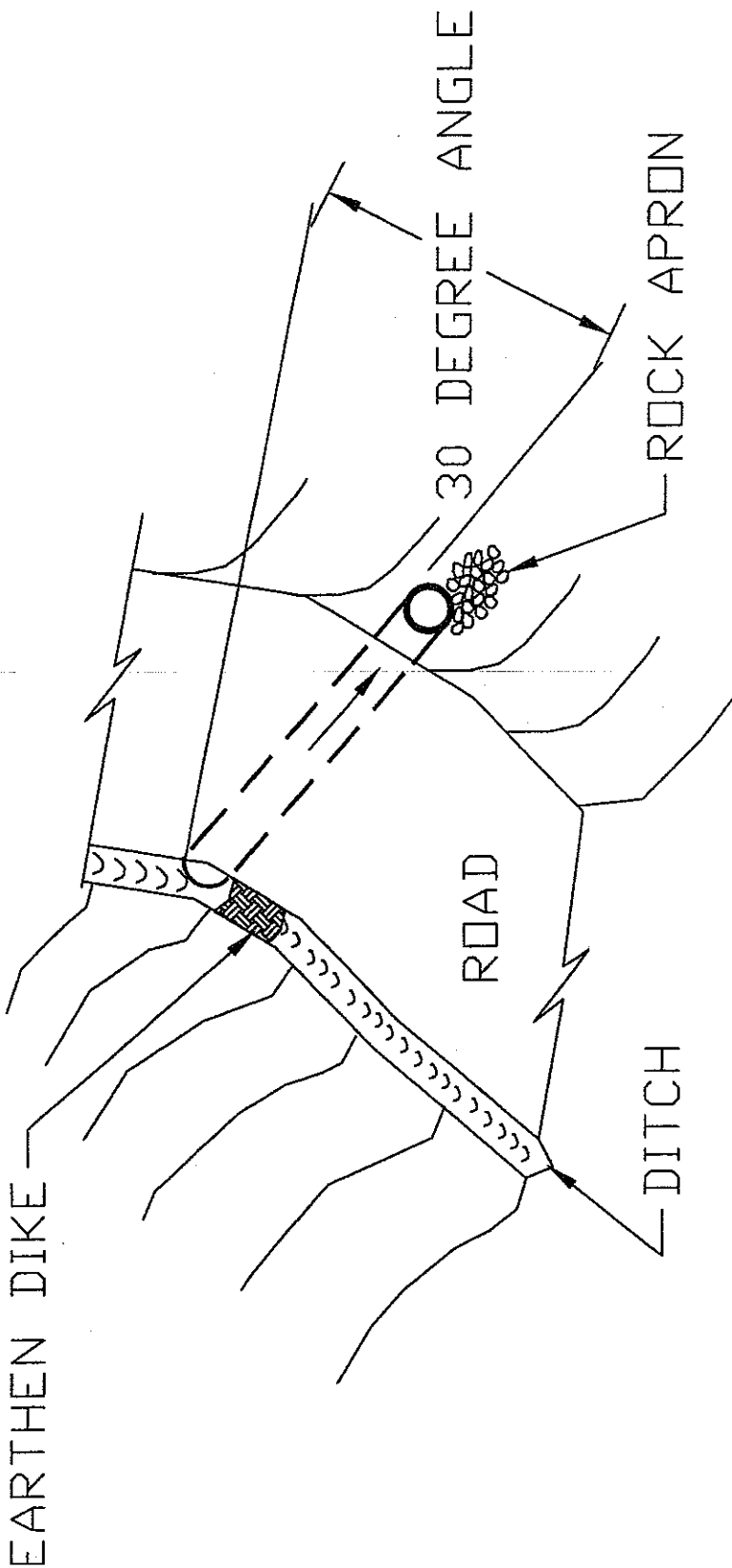
TRUCK TURN-AROUND

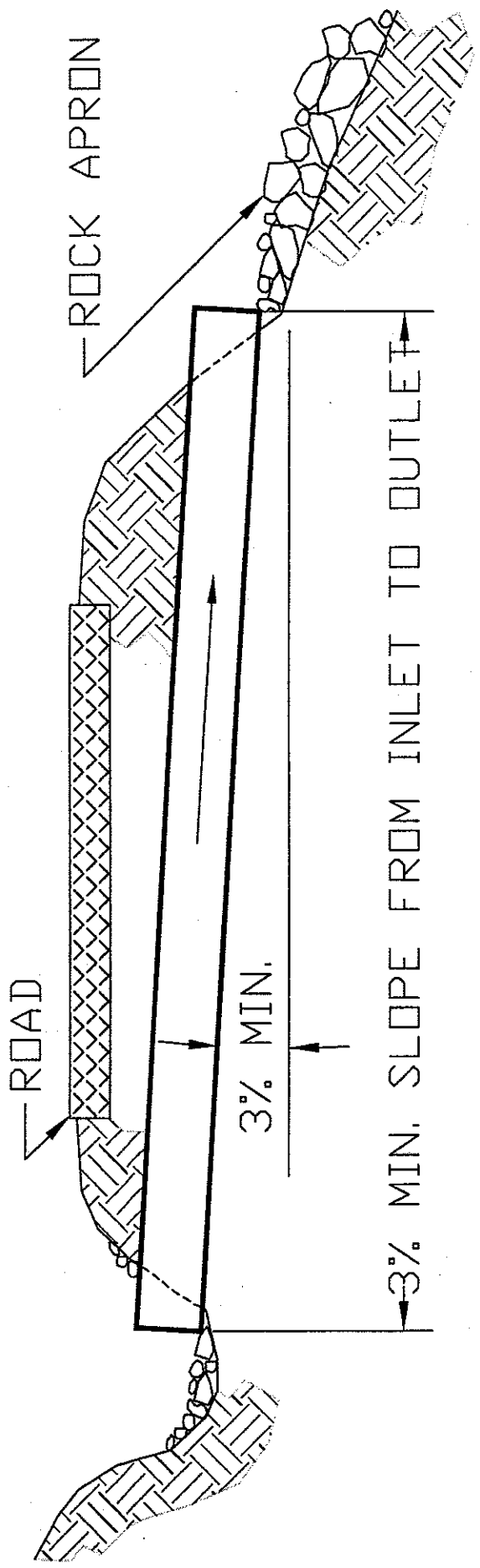


ITEM TO BE PAID AS 204' OF NEW  
ACCESS ROAD (12' WIDTHS).  
N.T.S.

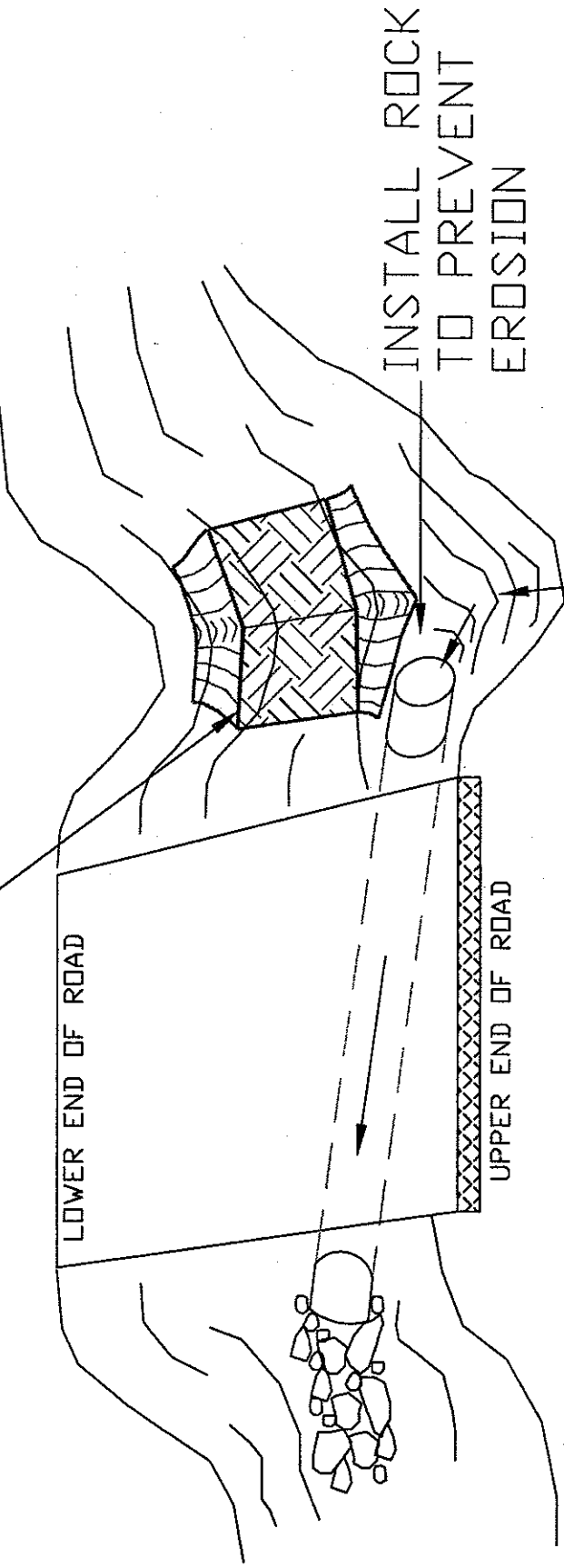
NEW ACCESS ROAD

CULVERT INSTALLATION

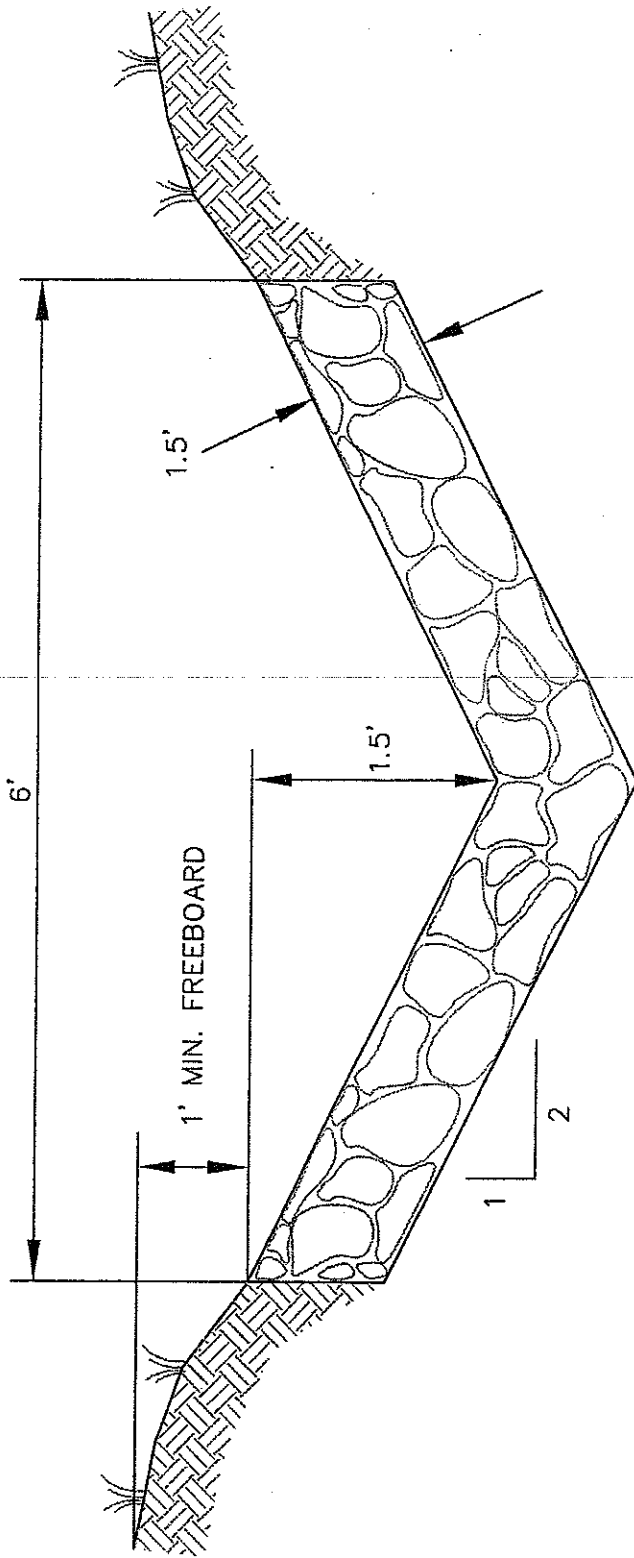




EARTHEN DIKE TO BE INSTALLED IN DITCH LINE BELOW CULVERT INLET



RIPRAP V - DITCH 1

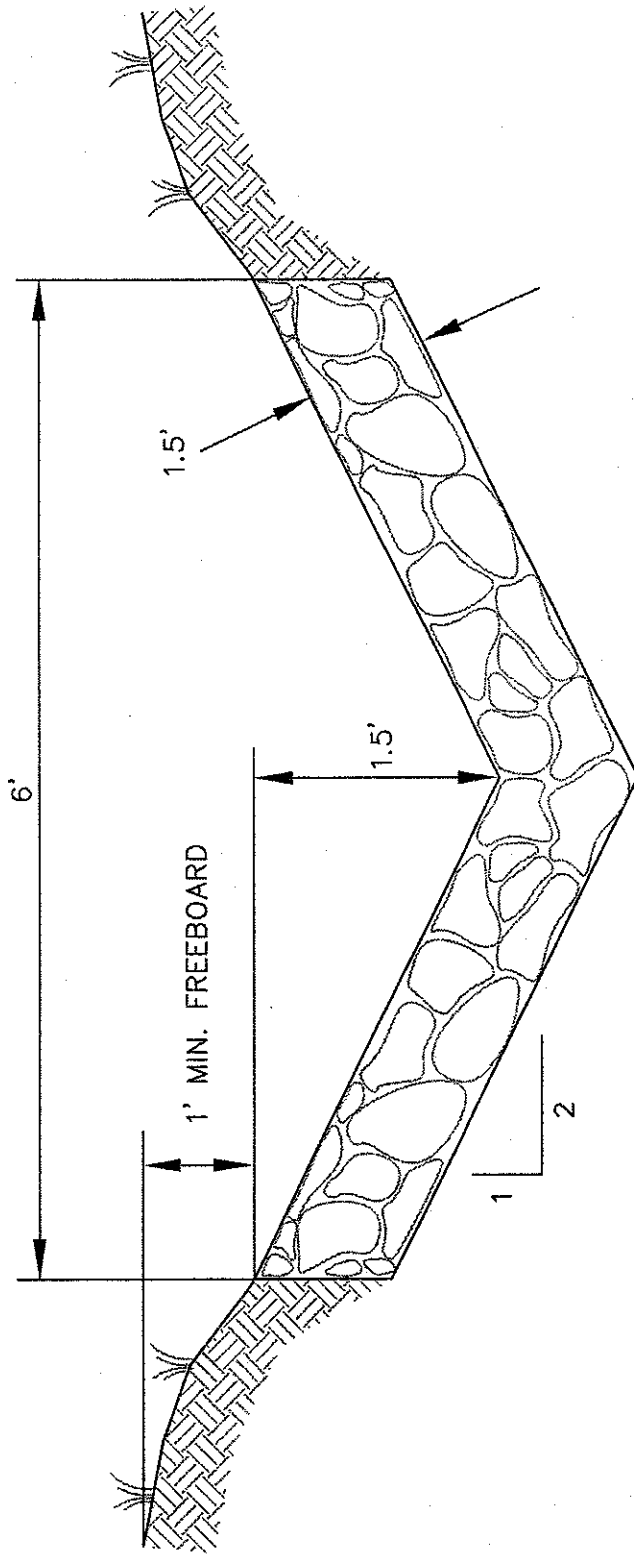


NOT TO SCALE

PAYMENT SHALL BE FOR ACTUAL LENGTH OF DITCH CONSTRUCTED.

R-5 LIMESTONE RIPRAP (STANDARD) UNLESS OTHERWISE NOTED, RIPRAP SHALL BE DURABLE ROCK PLACED IN A 1.5 FOOT BLANKET. TWENTY-FIVE (25%) OF THE ROCK WILL BE OF 18 INCHES OR LARGER, THE REMAINING SEVENTY-FIVE (75%) SHALL BE WELL GRADED MATERIAL (MINIMUM 3 INCHES TO MAXIMUM 15 INCHES) OF SUFFICIENT ROCK SMALL ENOUGH TO FILL THE VOIDS BETWEEN THE LARGER ROCK. SHALE SHALL NOT BE USED FOR RIPRAP. IF RIPRAP STABILITY IS QUESTIONABLE, DURABILITY SHALL BE DETERMINED BY THE SODIUM SULPHATE TEST ASTM C 88/AASHTO T 104-77.

RIPRAP V - DITCH 2



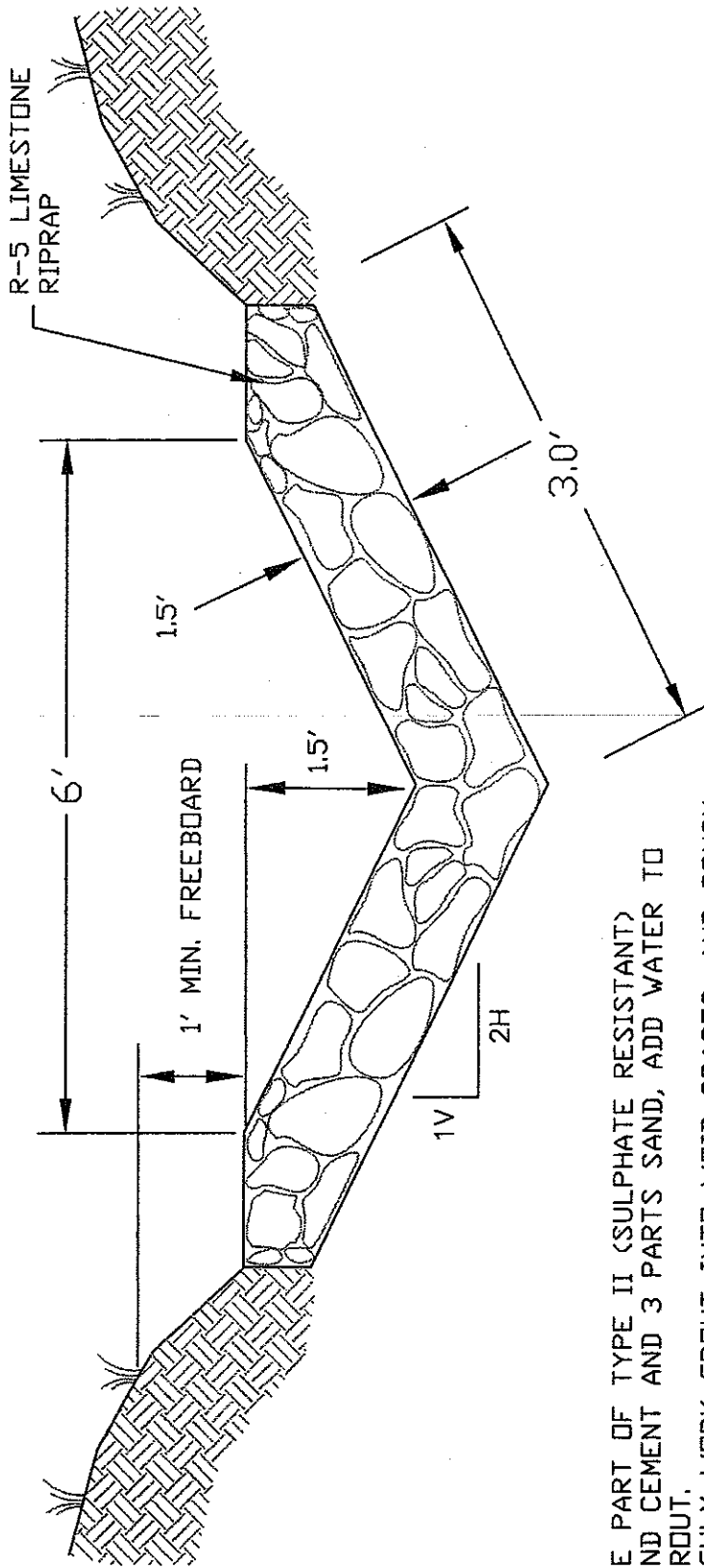
NOT TO SCALE

PAYMENT SHALL BE FOR ACTUAL LENGTH OF DITCH CONSTRUCTED.

ROCK FROM THE SITE SHALL BE USED IN A 1.5 FOOT BLANKET. THE ROCK SIZE SHOULD BE KEPT BETWEEN 12" AND 24" IN SIZE.



GRADED RIPRAP DITCH



USE ONE PART OF TYPE II (SULPHATE RESISTANT) PORTLAND CEMENT AND 3 PARTS SAND, ADD WATER TO MAKE GROUT. THOROUGHLY WORK GROUT INTO VOID SPACES, AND BRUSH EXCESS GROUT OFF TOP OF RIPRAP STONES.

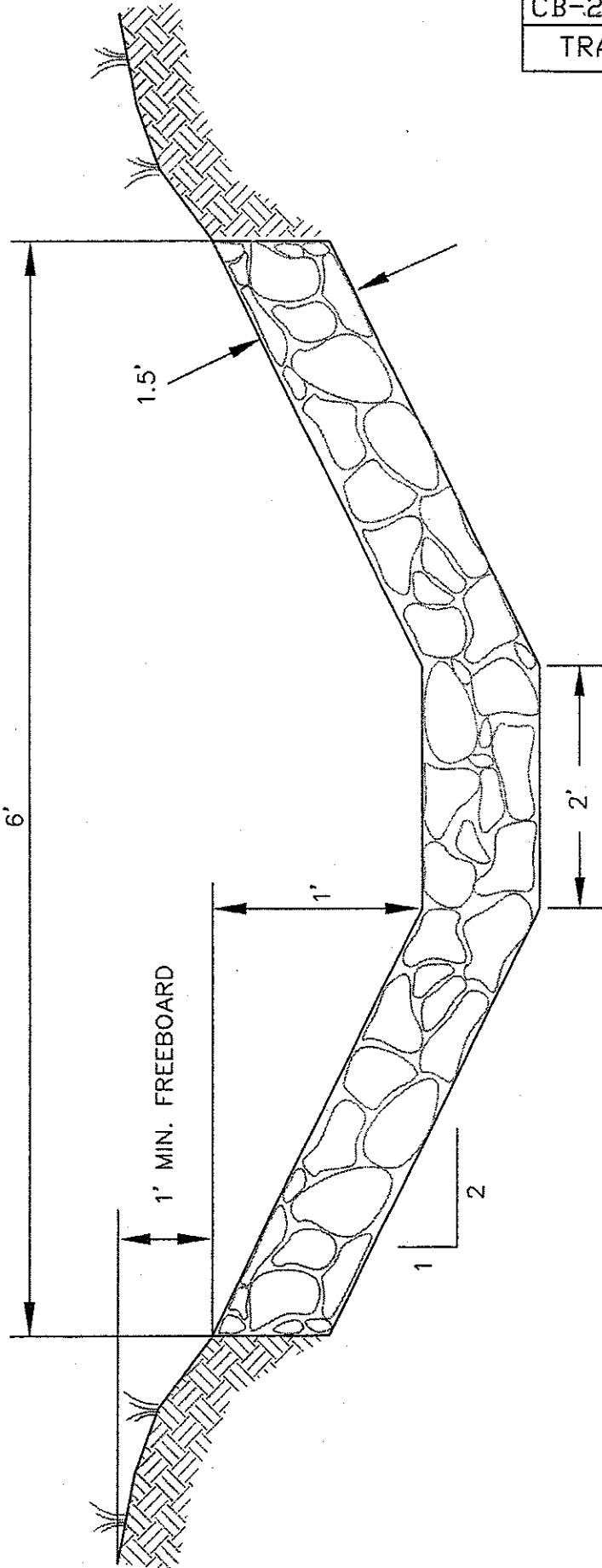
NOT TO SCALE

PAYMENT SHALL BE FOR ACTUAL LENGTH OF DITCH CONSTRUCTED.

R-5 LIMESTONE RIPRAP (STANDARD) UNLESS OTHERWISE NOTED, RIPRAP SHALL BE DURABLE ROCK PLACED IN A 10 FOOT BLANKET. TWENTY-FIVE (25%) OF THE ROCK WILL BE OF 12 INCHES OR LARGER, THE REMAINING SEVENTY-FIVE (75%) SHALL BE WELL GRADED MATERIAL (MINIMUM 3 INCHES TO MAXIMUM 9 INCHES) OF SUFFICIENT ROCK SMALL ENOUGH TO FILL THE VOIDS BETWEEN THE LARGER ROCK. SHALE SHALL NOT BE USED FOR RIPRAP. IF RIPRAP STABILITY IS QUESTIONABLE, DURABILITY SHALL BE DETERMINED BY THE SODIUM SULPHATE TEST ASTM C 88/AASHTO T 104-77.

# TRAPEZOIDAL - DITCH

## TRAPEZOIDAL - DITCH

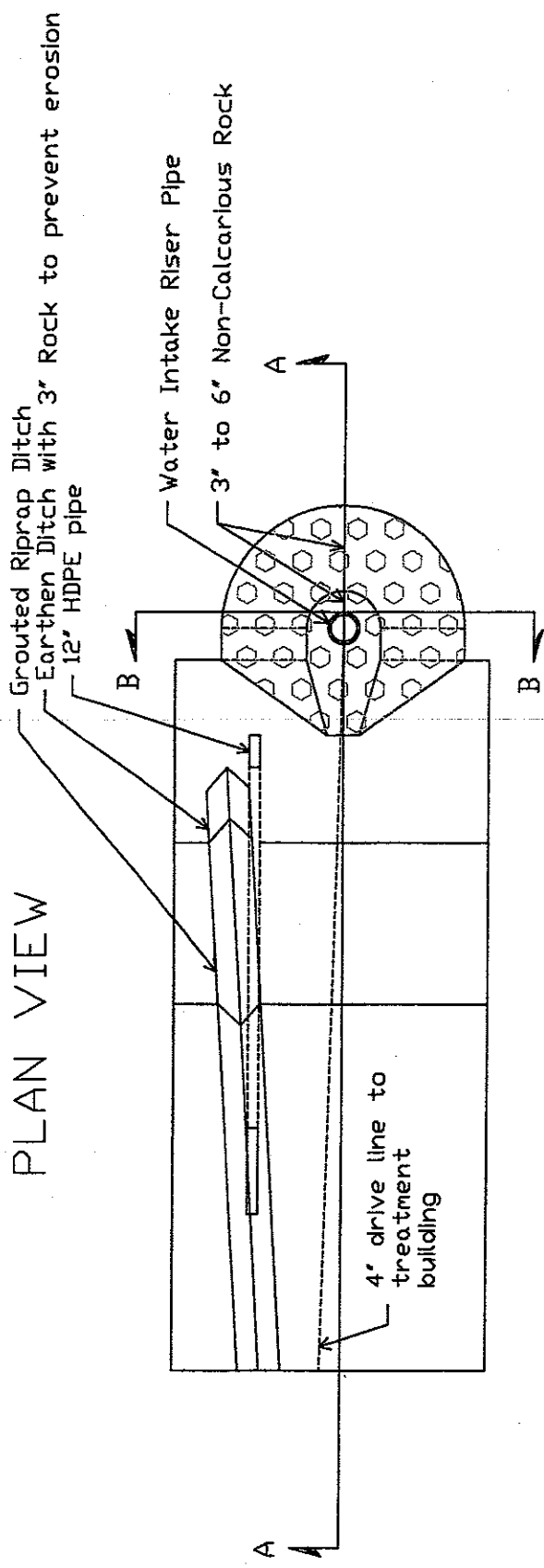


NOT TO SCALE

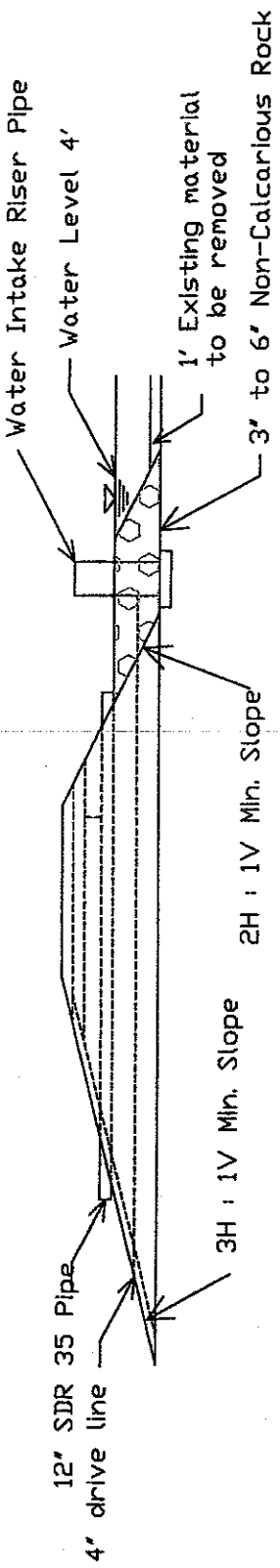
PAYMENT SHALL BE FOR ACTUAL LENGTH OF DITCH CONSTRUCTED.

R-5 LIMESTONE RIPRAP (STANDARD) UNLESS OTHERWISE NOTED, RIPRAP SHALL BE DURABLE ROCK PLACED IN A 1.5 FOOT BLANKET. TWENTY-FIVE (25%) OF THE ROCK WILL BE OF 18 INCHES OR LARGER, THE REMAINING SEVENTY-FIVE (75%) SHALL BE WELL GRADED MATERIAL (MINIMUM 3 INCHES TO MAXIMUM 15 INCHES) OF SUFFICIENT ROCK SMALL ENOUGH TO FILL THE VOIDS BETWEEN THE LARGER ROCK. SHALE SHALL NOT BE USED FOR RIPRAP. IF RIPRAP STABILITY IS QUESTIONABLE, DURABILITY SHALL BE DETERMINED BY THE SODIUM SULPHATE TEST ASTM C 88/AASHTO T 104-77.

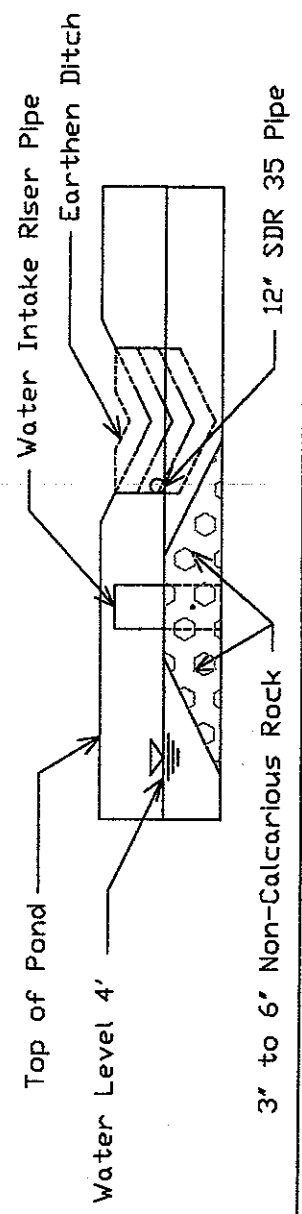
Aeration Pond



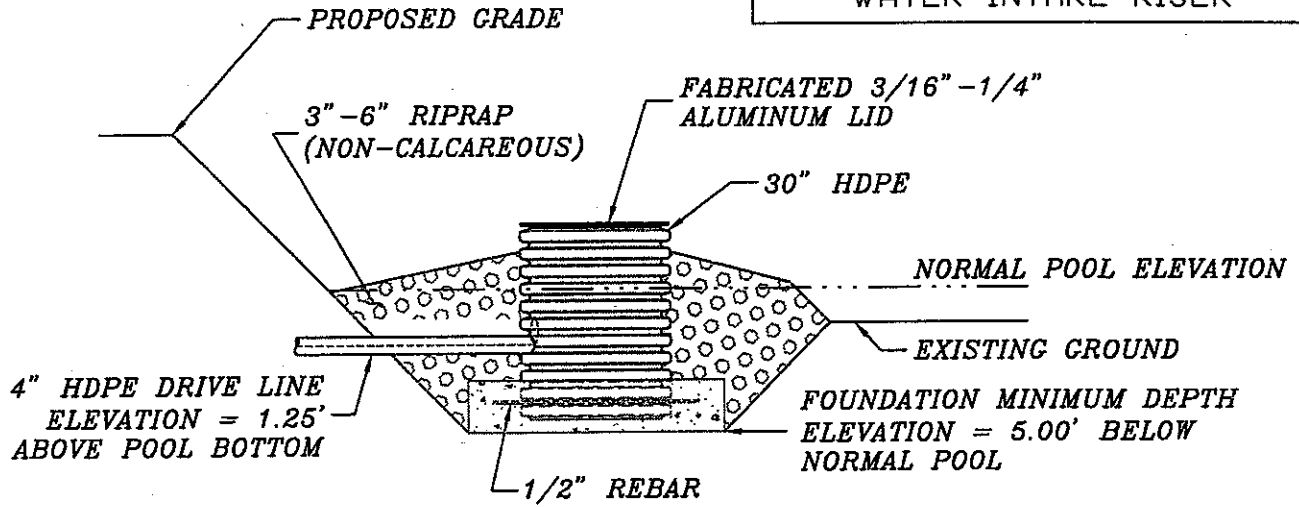
### SECTION A - A



### SECTION B - B



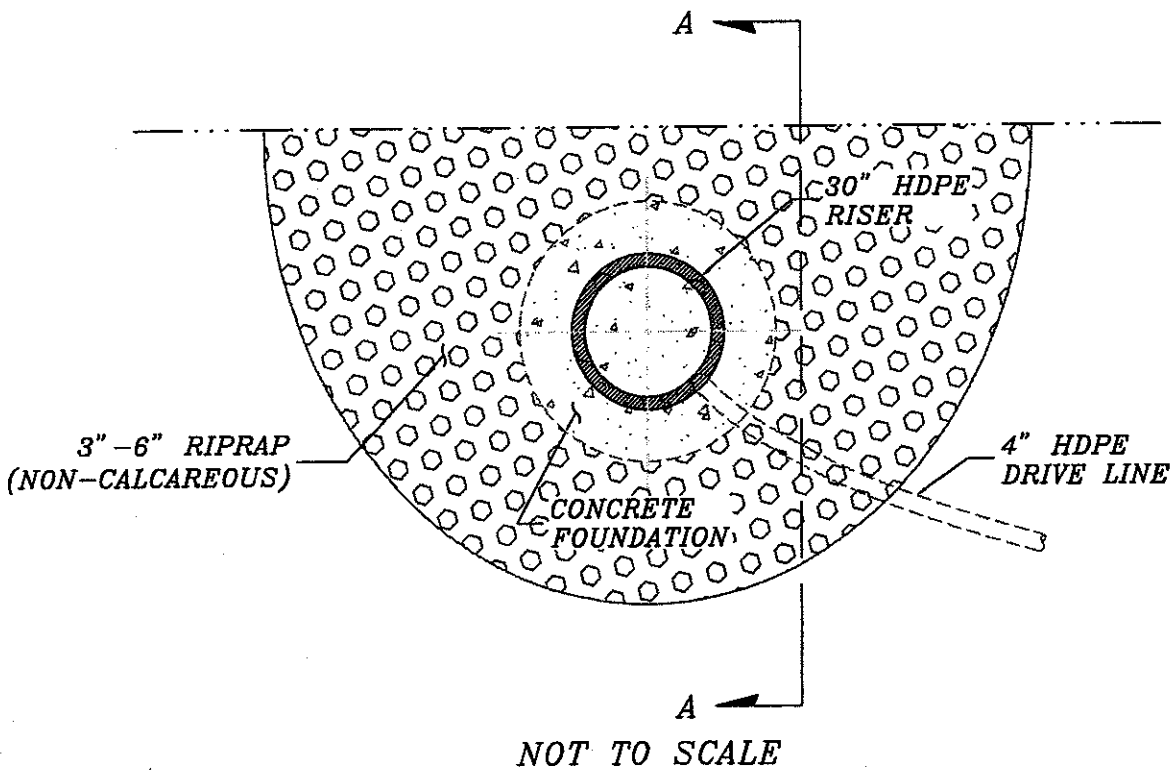
WATER INTAKE RISER



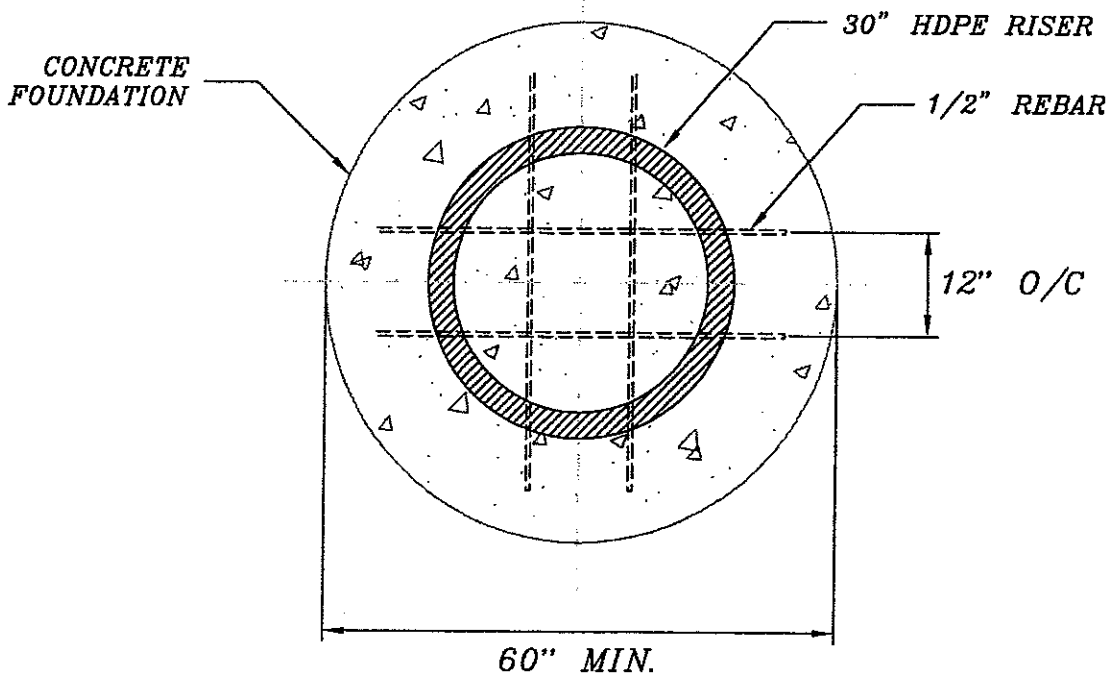
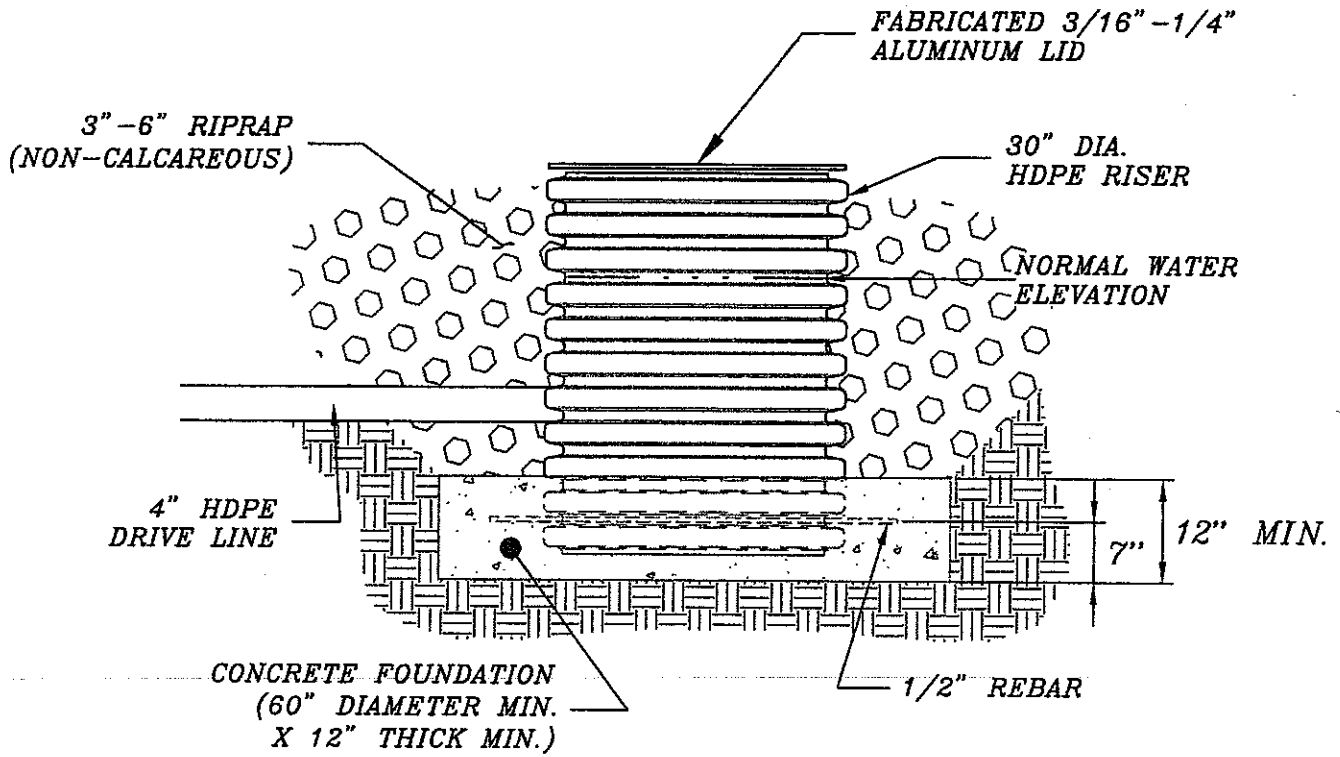
NOTE: DEPTH MAY VARY  
BASED ON SUITABLE  
FOUNDATION MATERIAL.

SECTION A'-A'

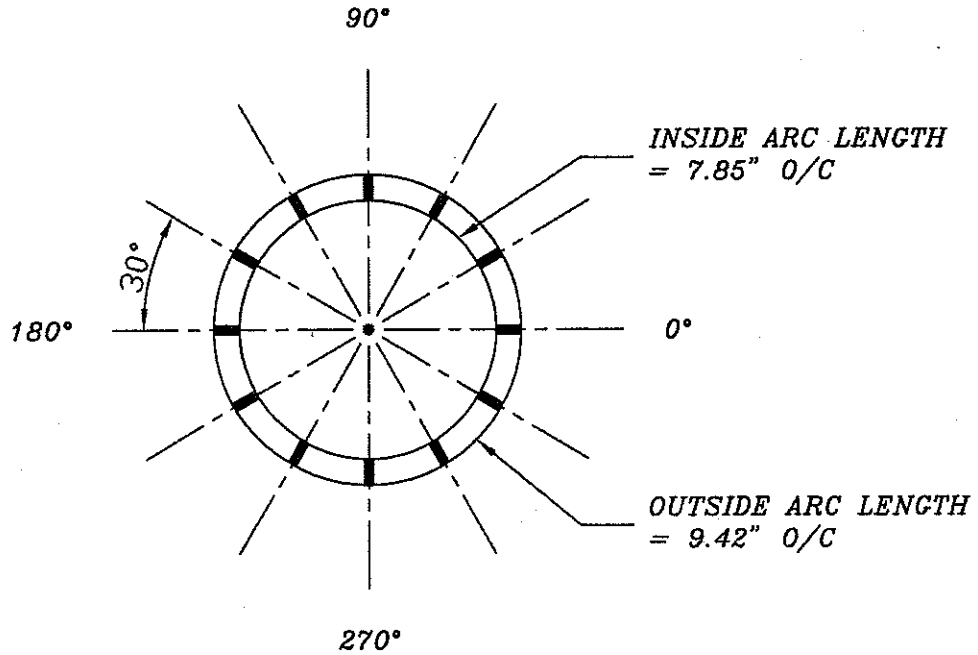
\* DRIVE LINE ELEVATION, AT THE INTAKE RISER, WILL BE EIGHT (8) FEET ABOVE TREATMENT BUILDING FINISH FLOOR ELEVATION.



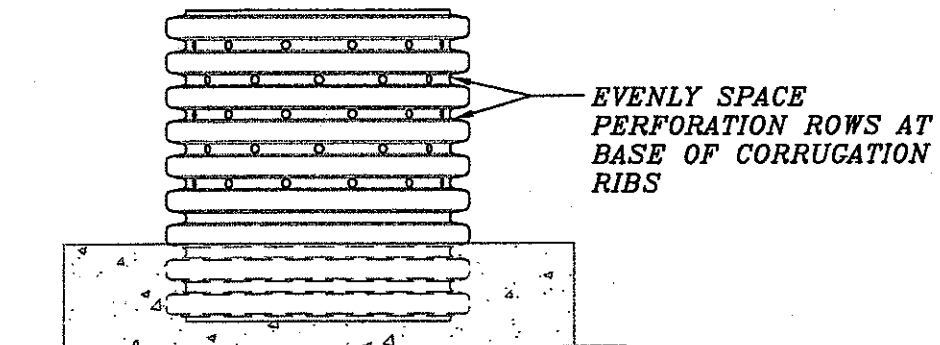
WATER INTAKE RISER  
FOUNDATION PLAN



**30" HDPE RISER  
HOLE SPACING**



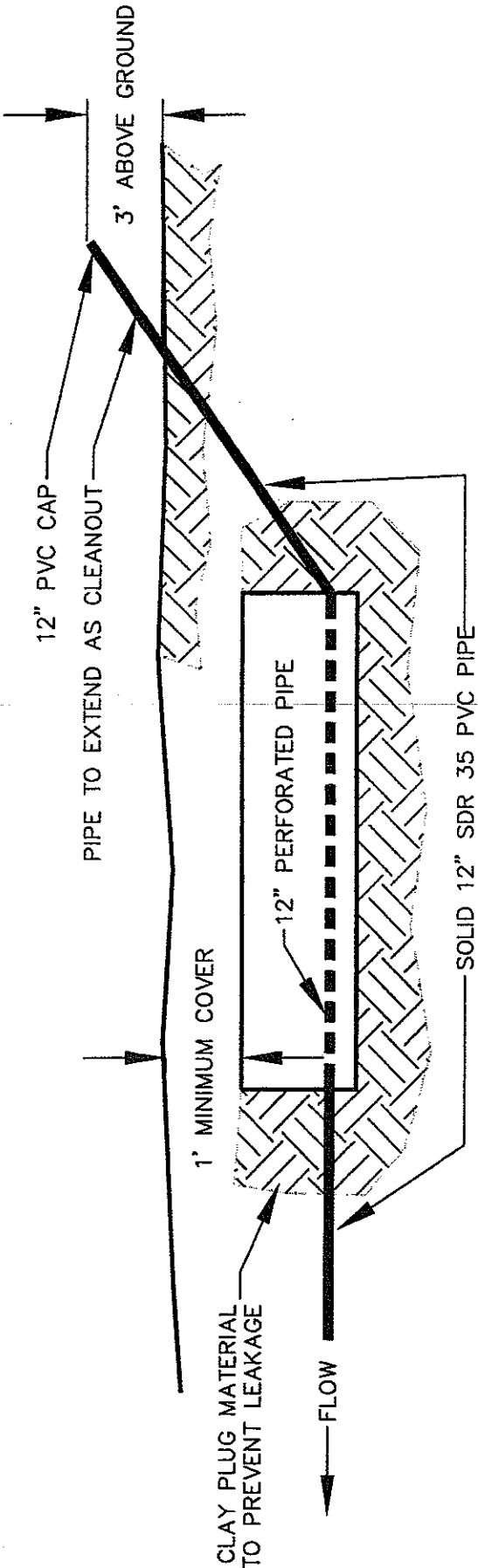
**12 - 1" DIAMETER HOLES PER ROW  
5 ROWS MINIMUM  
(PERFORATE ENTIRE HEIGHT OF RISER)**



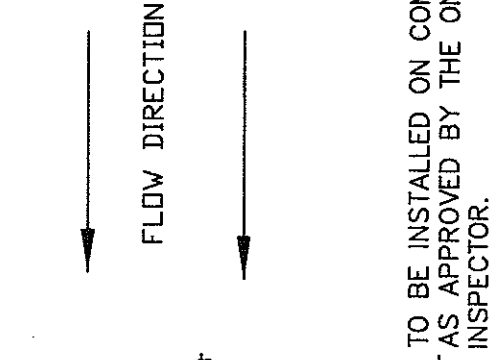
**NOTE: HEIGHT OF RISER  
MAY VARY BASED ON DEPTH  
OF CONCRETE FOUNDATION**

SEEP COLLECTOR

NOT TO SCALE



SIDE VIEW



END VIEW

WRAP WITH FILTER FABRIC (NONWOVEN)  
TYPAR 3401 or EQUIVALENT

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

WRAP BOTTOM AND SIDE  
WITH 40 MIL. HDPE LINER

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

**NOTES**

Manhole steps shall be placed into plastic concrete wall during manufacture or mortared into holes after the concrete has set.

Sidewall sections may be used in any combination to produce a manhole of desired depth, except the tapered top section shall be retained as shown.

The tapered top sections shall be manufactured and meet the same requirements as the manhole's sidewalls, but shall conform to the dimensions detailed herein.

Lifting hole in the tapered top section and the circumferential notches in the manhole cover are for handling purposes only.

Drawing shows pipe entering and leaving manhole in a straight line. However, the pipes may enter or leave at any angle or place as called for or shown on the plans.

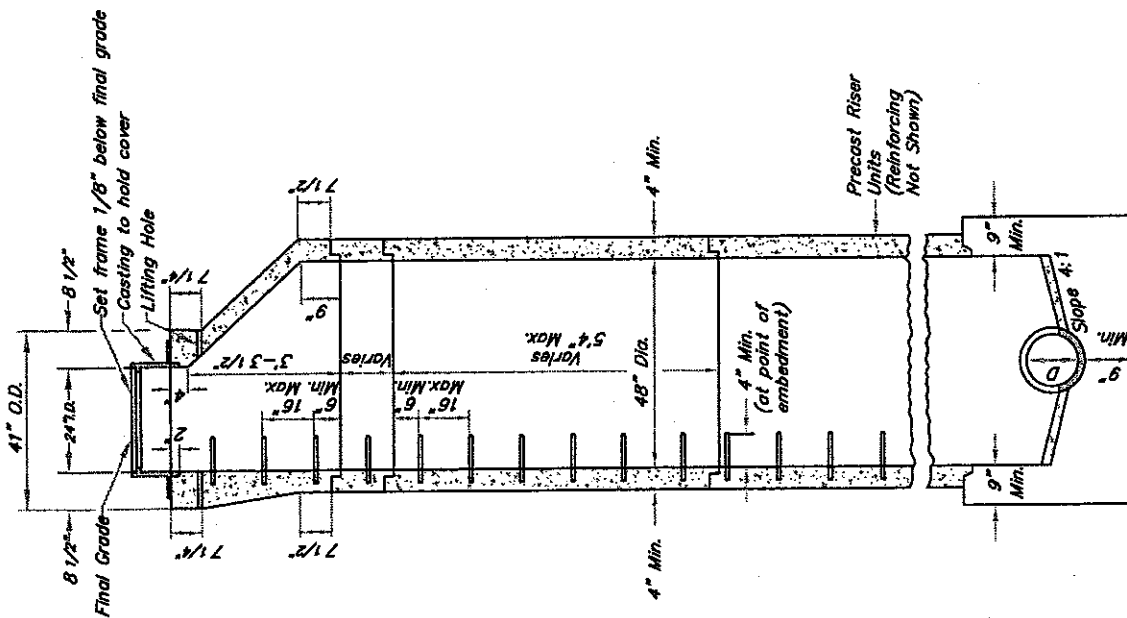
The pre-cast sidewall units shall be set in joint mortar or sealed with O-ring gaskets.

Pipe at elevations other than shown may be joined to the manhole by cutting a hole the size of the connecting pipe in the manhole, inserting the pipe the thickness of the manhole shell and closing all openings around the connecting pipe with joint mortar.

Minimum height of bench wall above flow line of pipe is 25% of the diameter of the pipes.

The bearing area of the frame and cover shall be so fitted and finished as to provide a firm and even seat for the entire cover in the frame. No projections shall exist on bearing areas of either casting, and the cover shall seat in its frame without rocking.

STANDARD DETAIL  
**TYPE A MANHOLE**  
(PRECAST)  
NOT TO SCALE



SECTION B-B  
**Pre-Cast**



SEEP 1 & 2 DESIGN

Design Goals

Access Road 1 will be improved according to specifications which includes, but not limited to, culverts, ditches, stone, and turning areas.

Sump will be modified to assist with storm water permit requirements and will be left as part of the storm water system. Sump will be cleaned after vegetation is established.

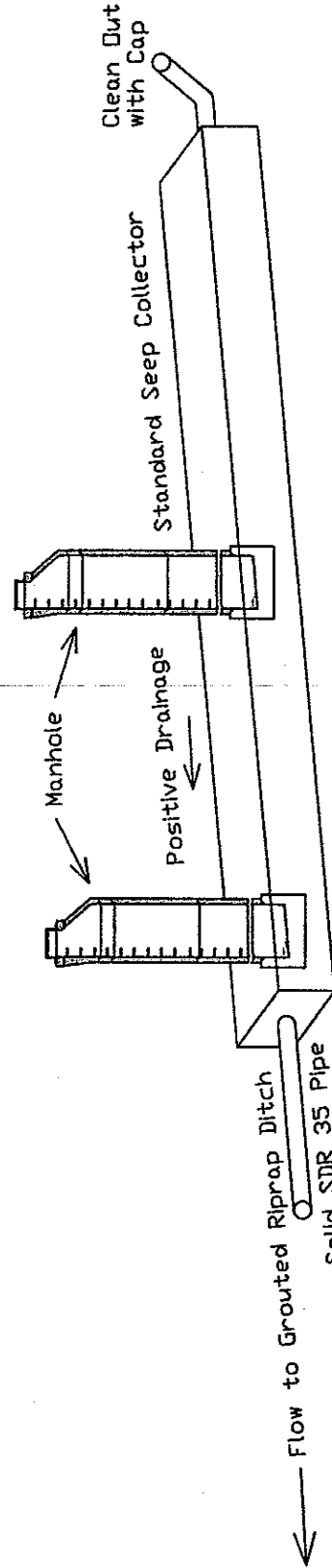
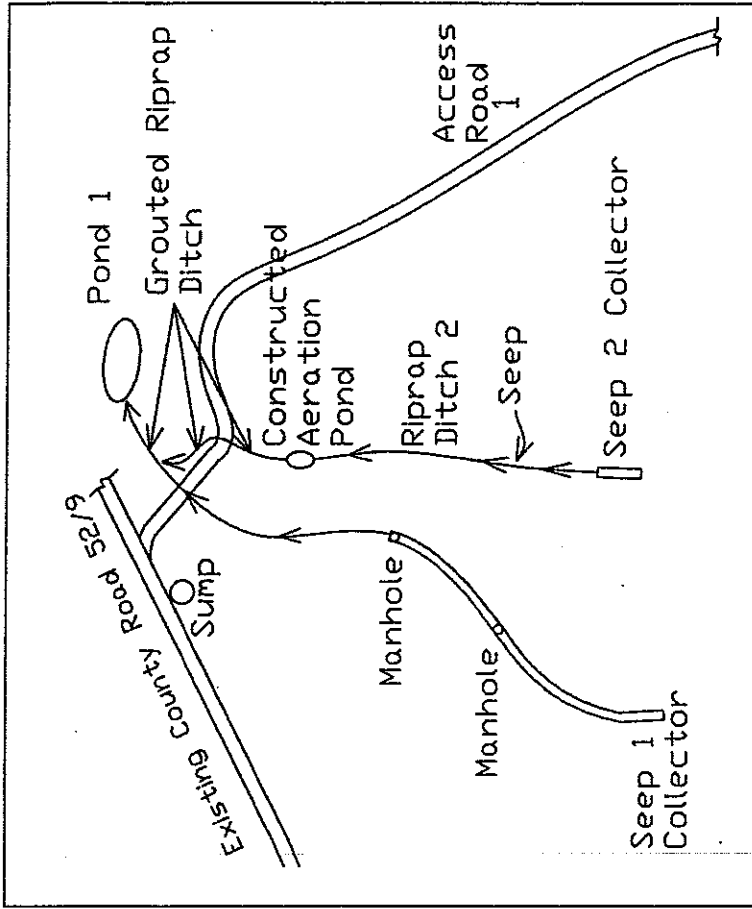
Seep 1 collector will be constructed according to the detail sheets and specifications. Seep Collector 1 will include all the solid 12" SDR 35 pipe needed to convey the seep water to grouted riprap ditch which flows to Pond 1. Elevation is critical. Positive drainage must be maintained. The termination point for the 12" SDR 35 solid pipe will be determined by the DEP Engineer or on-site inspector.

Seep 2 will be constructed according to the detail sheets and specifications. Seep collector 2 will include at least one full joint of 12" SDR 35 solid pipe. This pipe will be paid as part of seep collector item.

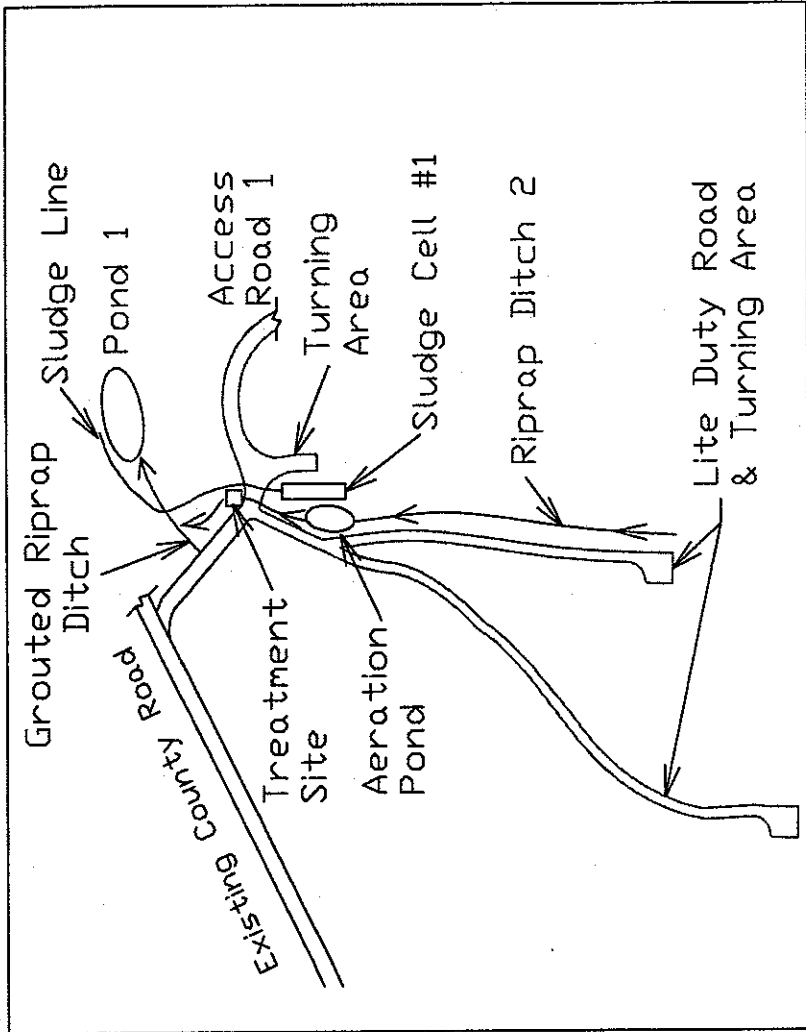
Riprap ditch 2 will be constructed to convey seep water to the aeration pond. The aeration pond will not be paid from this item.

Aeration Pond will be constructed according to specifications and location. The pond will need to be impermeable. The aeration pond will include the construction of a water inlet riser and all pipe and fittings to connect to the treatment building.

Pond 1 will have the entrance and exit channel modified according to the specifications. The entrance of the pond will be cleaned of existing silt and debris. The exit channel will be according to specifications for riprap trapezoid ditch 1.



Seep 1 General Layout



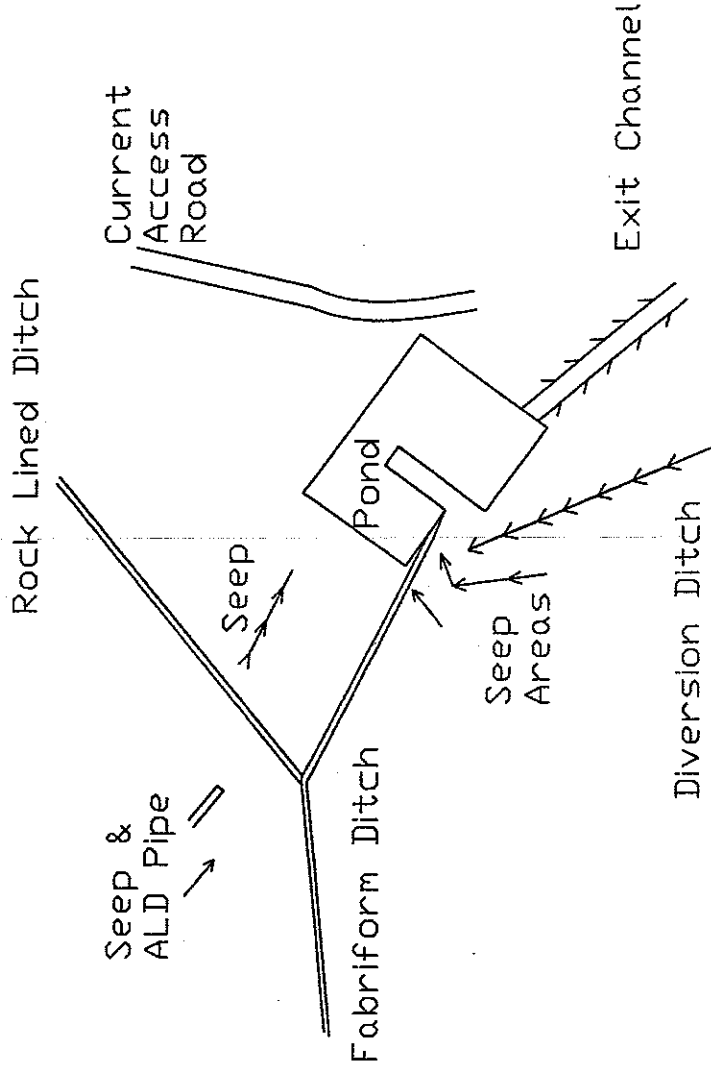
#### Design Goals

Light duty roads and the turning areas will be used to access the seep areas. These roads will be maintained at all times. These roads will allow for delivery of materials and access to construct seep collector 1, 2 and ditch 2. After the completion of work these roads will be capped with 3 inches of 1 1/2 inch crusher run and vegetated with positive drainage to the outer slope, for later use. The disturbed areas will be reclaimed to allow natural runoff.

The sludge cell #1 will be placed up gradient of the aeration pond. The pond will be constructed as specified in the technical specifications and detail drawings. The sludge cell overflow channel will intercept riprap ditch 2 at a point after the ditch leaves the aeration pond. The sludge cell area will have a light duty road leaving Access Road 1 and terminating with a turning area.

The treatment building location will be a point agreed to by the DEP Engineer, DEP Inspector and the contractor. The finished floor elevation and the final water elevation of the aeration pond is critical. The design elevation difference will be (8) feet. All specifications and details must be met during preparing the building foundation and location. Attention to the location of the site must take into account the surface runoff, access road 1 location, culverts under access road 1 and ditches along access road 1. The building site and grouted riprap ditch must be protected from surface runoff by the use of ditches and culverts.

POND 2 CURRENT

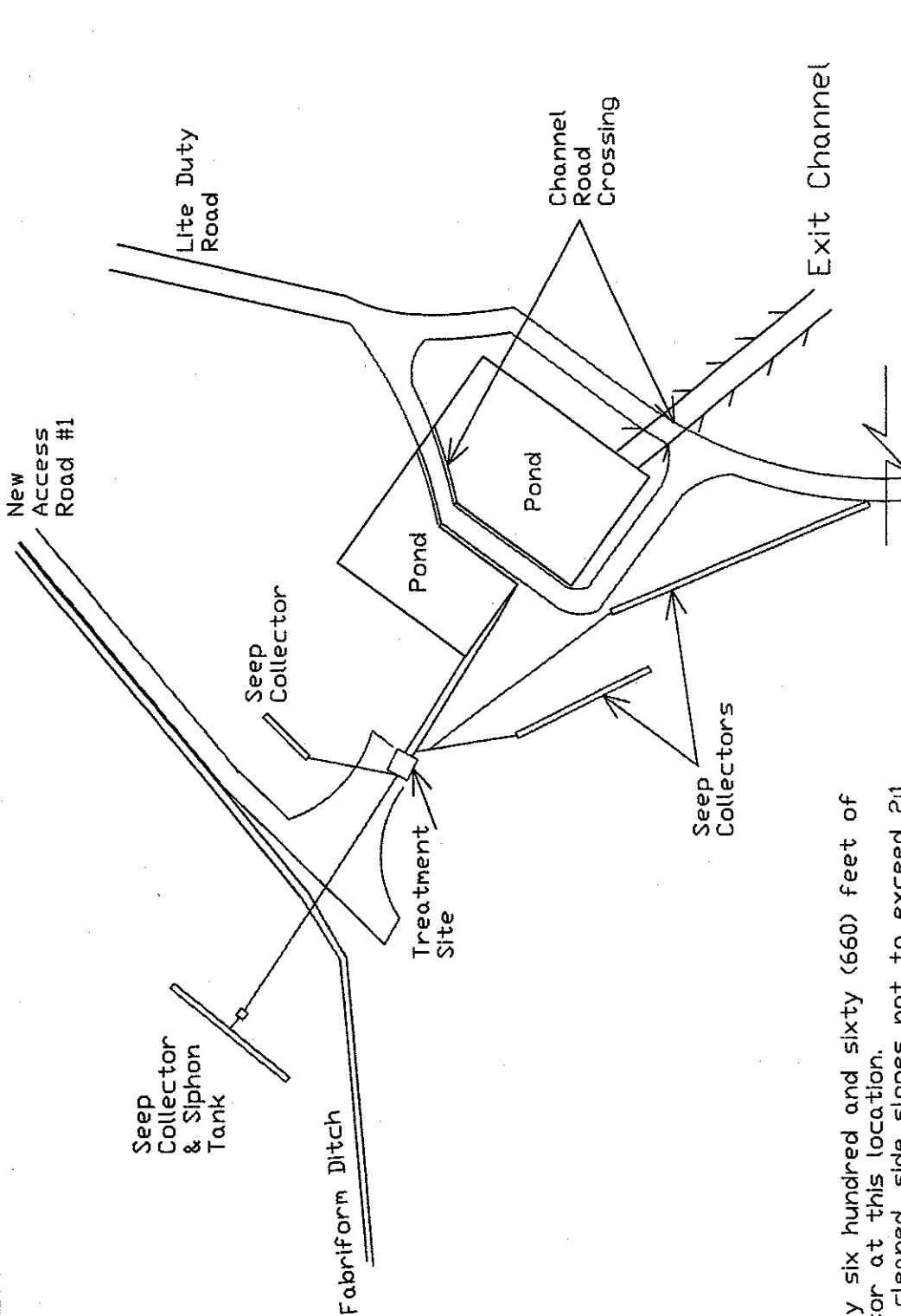


Design Goals

The new access road #1 will leave the current access roads location and will follow the "Rocked Lined Ditch". This road will terminate at the treatment site and turning area. The current access road will be upgraded to a light duty road and it will traverse the lower pond, cross the exit channel and tie back into itself after crossing the dividing dike. The current fabriciform ditch will be eliminated below the intersection point with the rock lined ditch. The fabriciform and rocklined ditch will merge and a new ditch will divert the surface runoff around the pond and tie in with the road side ditch on the light duty road. The ditch will terminate at the exit channel. The seep & ALD area will supply the drive water for the unit. The current ALD will be eliminated and a seep collector will be installed. The collected seep water will be diverted into a one thousand (1000) gallon concrete tank. The water will flow from the tank to a concrete distribution box, then by pipes to the building.

The "Diversion Ditch" will become a seep collector and approximately one thousand and two hundred (1200) feet will be converted to a light duty road and turning area.

POND 2 DESIGN

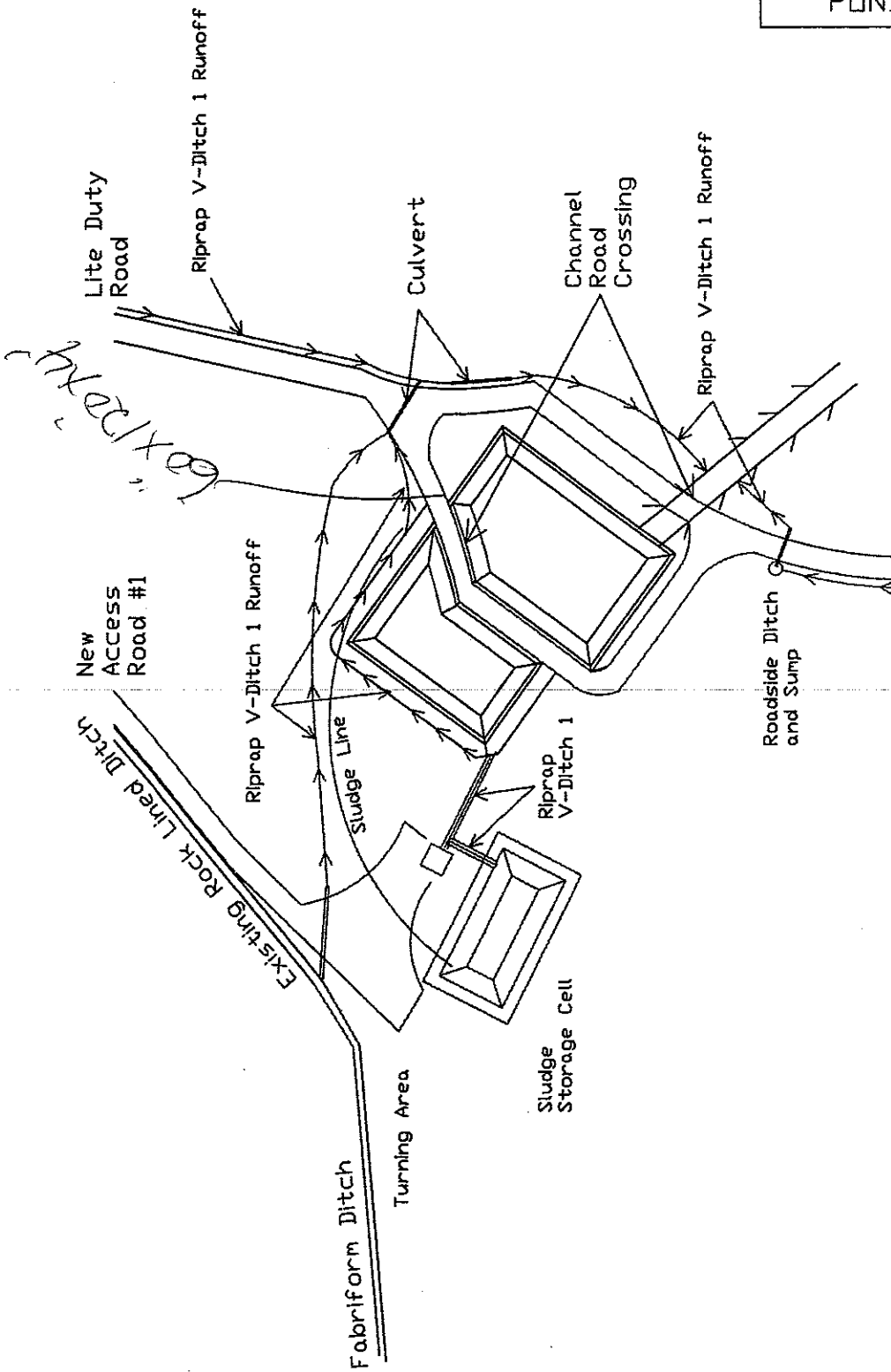


Light duty road continues for approximately twelve hundred (1200) feet terminating at the turning area.

Approximately six hundred and sixty (660) feet of seep collector at this location. Pond will be cleaned, side slopes not to exceed 2:1, dividing dike will be modified to facilitate the light duty road and a channel road crossing. At a minimum there will be a two (2) foot freeboard, six (6) foot of water depth. The sides of the ponds not shared by the light duty road will be benched fifteen (15) foot, sloped back to the hillside so surface runoff can be directed to riprap V-ditch 1.

Conveyance pipes from the seep collector will be ran with minimum slope to deliver the collected water to the treatment building or the treated water at the highest point possible. Siphon tank installation will be completed and located according to detail drawings, elevations, site conditions and the on-site inspector.

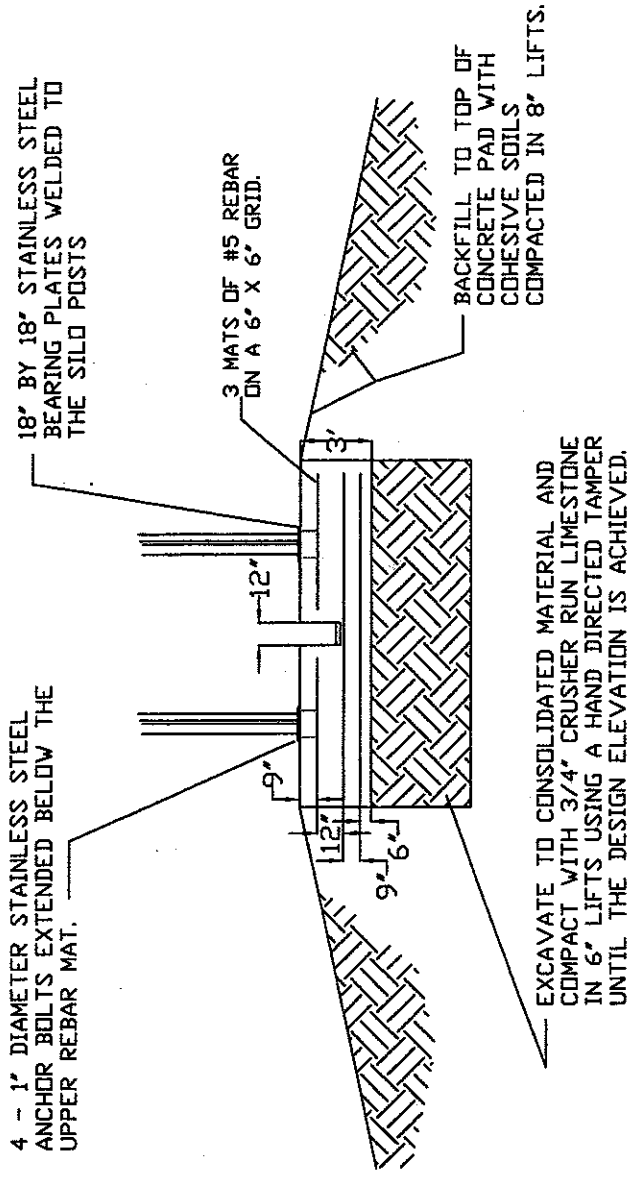
POND 2 Sludge Design



New Access Road #1 will terminate at the treatment site 2 at a turning area.

Light Duty Road will begin at the split from the current road and the existing rock lined ditch area. This light duty road will circle the second pond and it will continue out along a diversion ditch to a turning area. The light duty road will cross two channel road crossings as depicted in the detail drawings.

FOUNDATION DETAILS



CROSS -SECTION B-B'

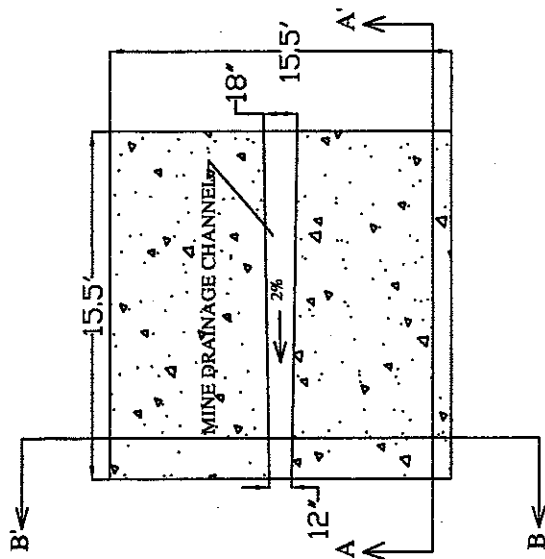
MOUNTING PLATE DETAILS

ANCHOR BOLTS ARE SPACED 15' APART MEASURED FROM CENTER TO CENTER.

STAINLESS STEEL PLATES ARE 18" BY 18" BY 1" THICK

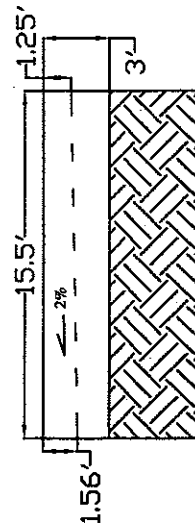
HOLE ARE 1 1/8" IN DIAMETER.

ANCHOR BOLT SPACING TEMPLATE TO BE PROVIDED BY LIME SILD MANUFACTURER.



PLAN VIEW

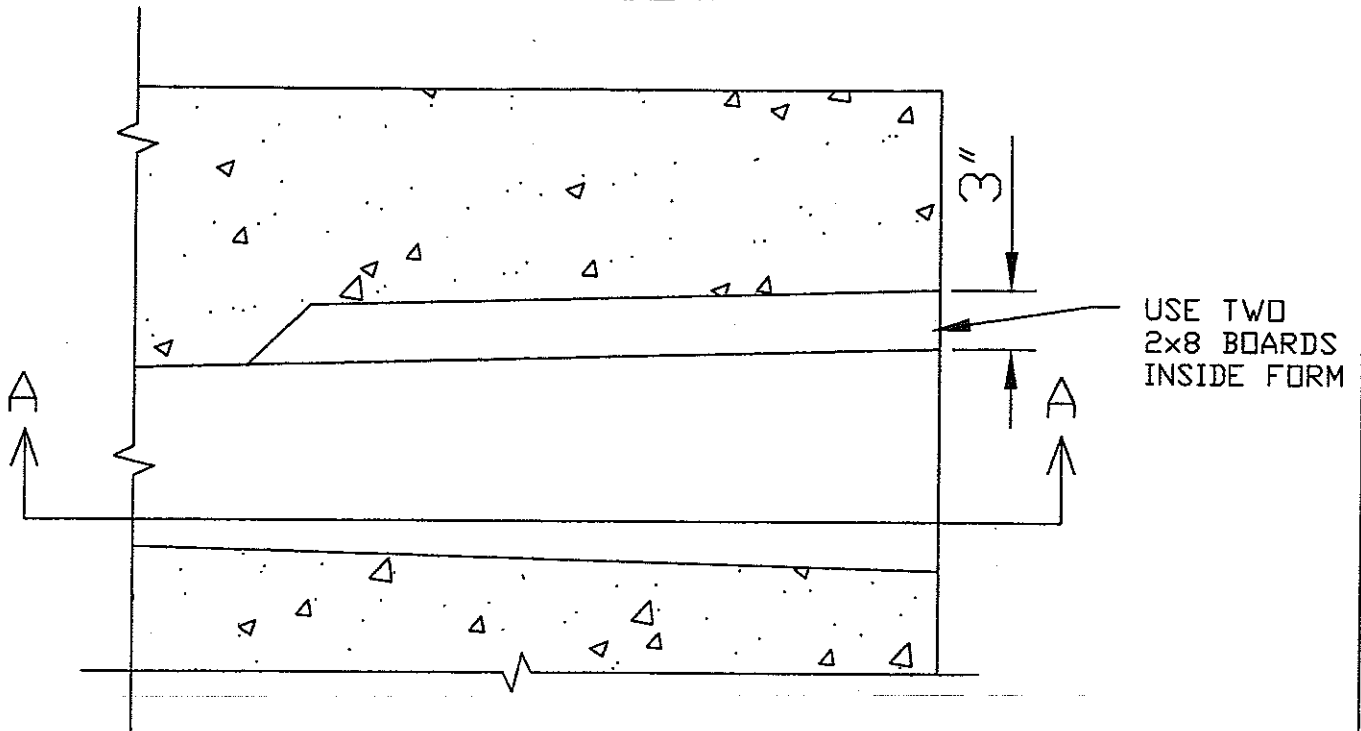
DIRECTION OF WATER FLOW



CROSS -SECTION A-A'

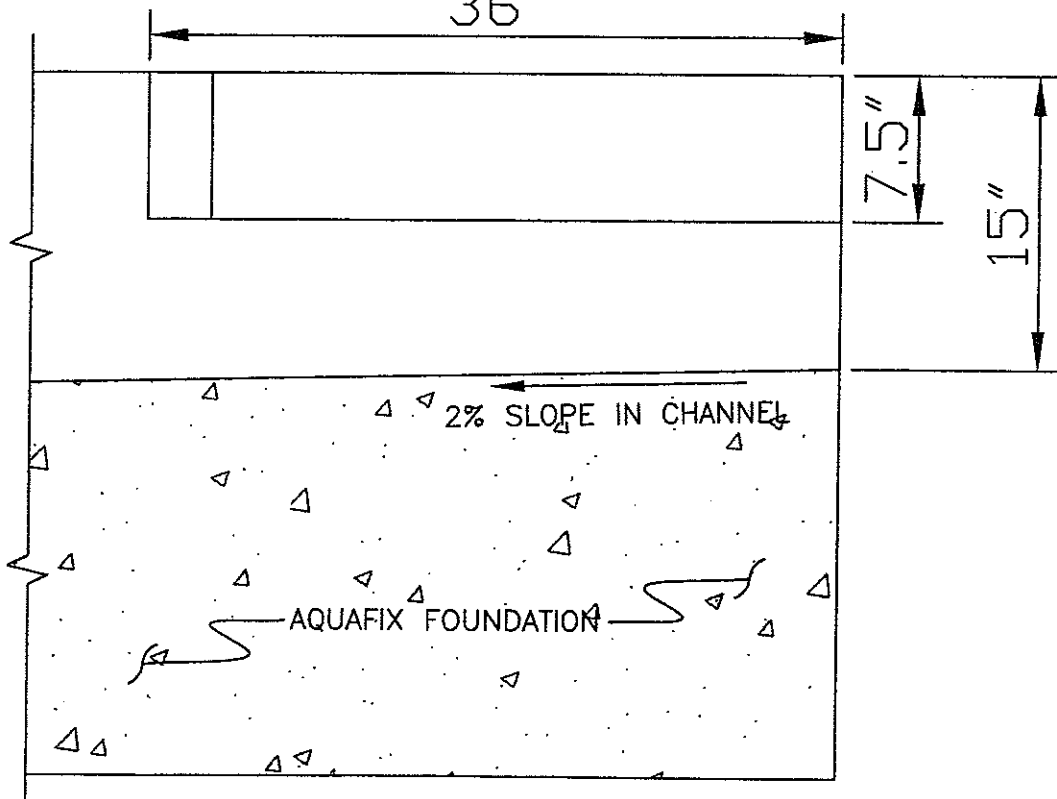
FOUNDATION MODIFICATION

TOP VIEW

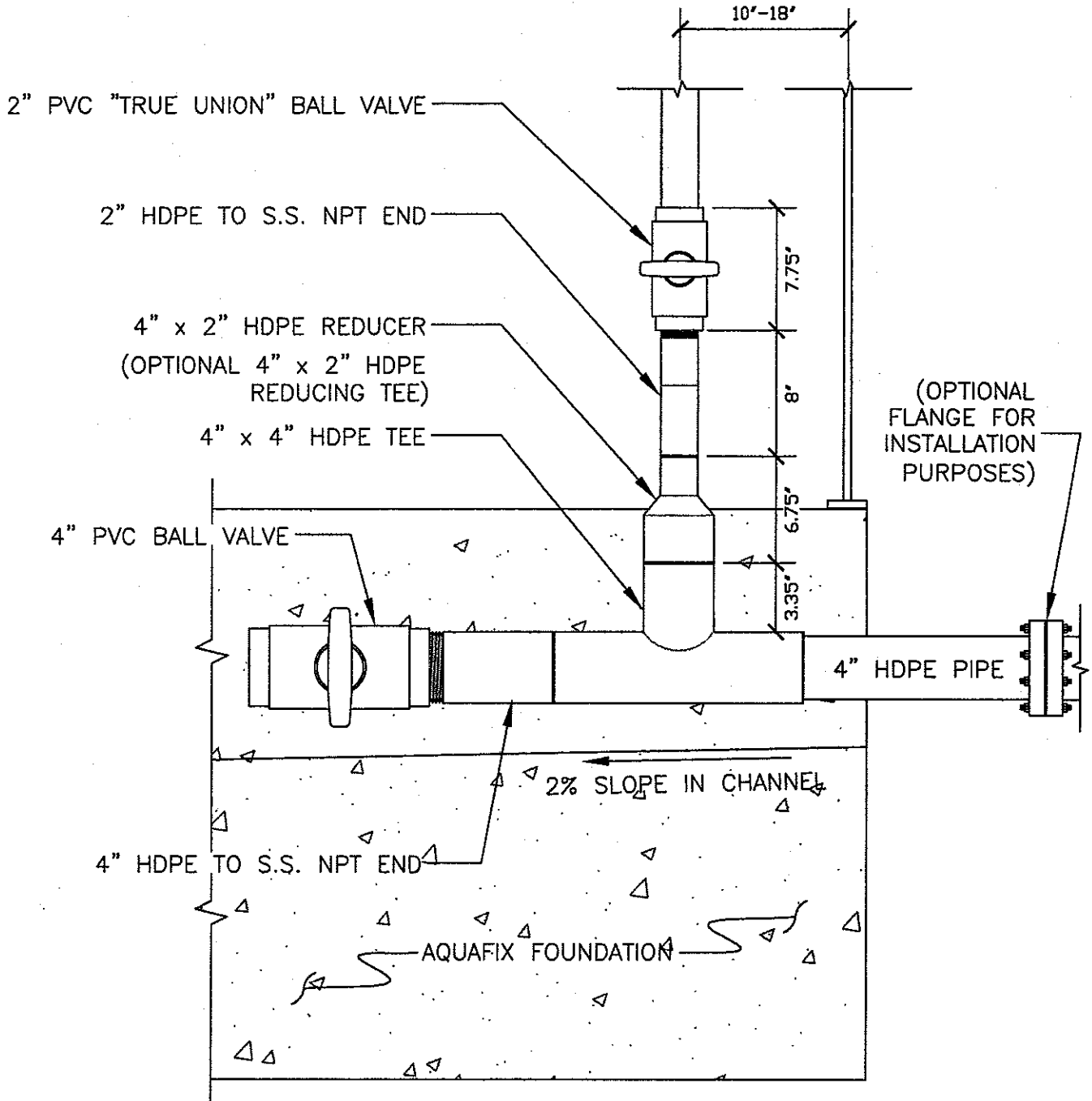


SECTION A-A

36"

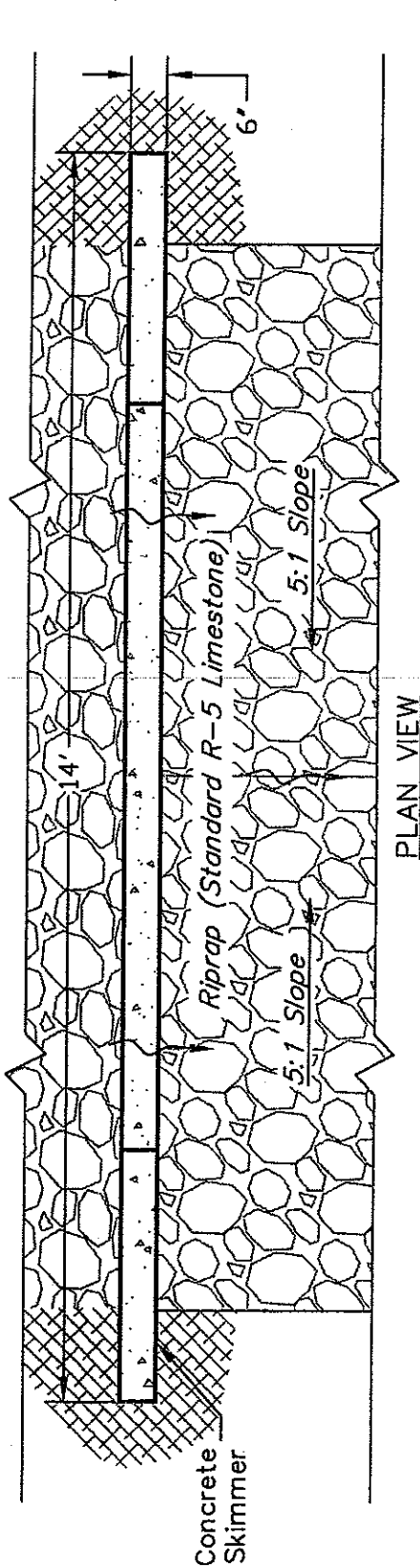


DRIVE LINE SCHEMATIC

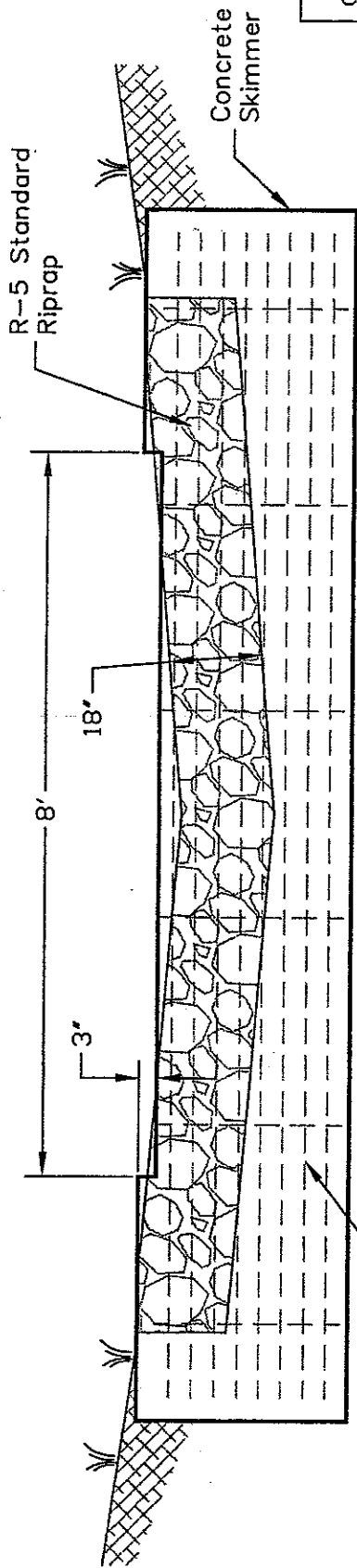


NOT TO SCALE





PLAN VIEW

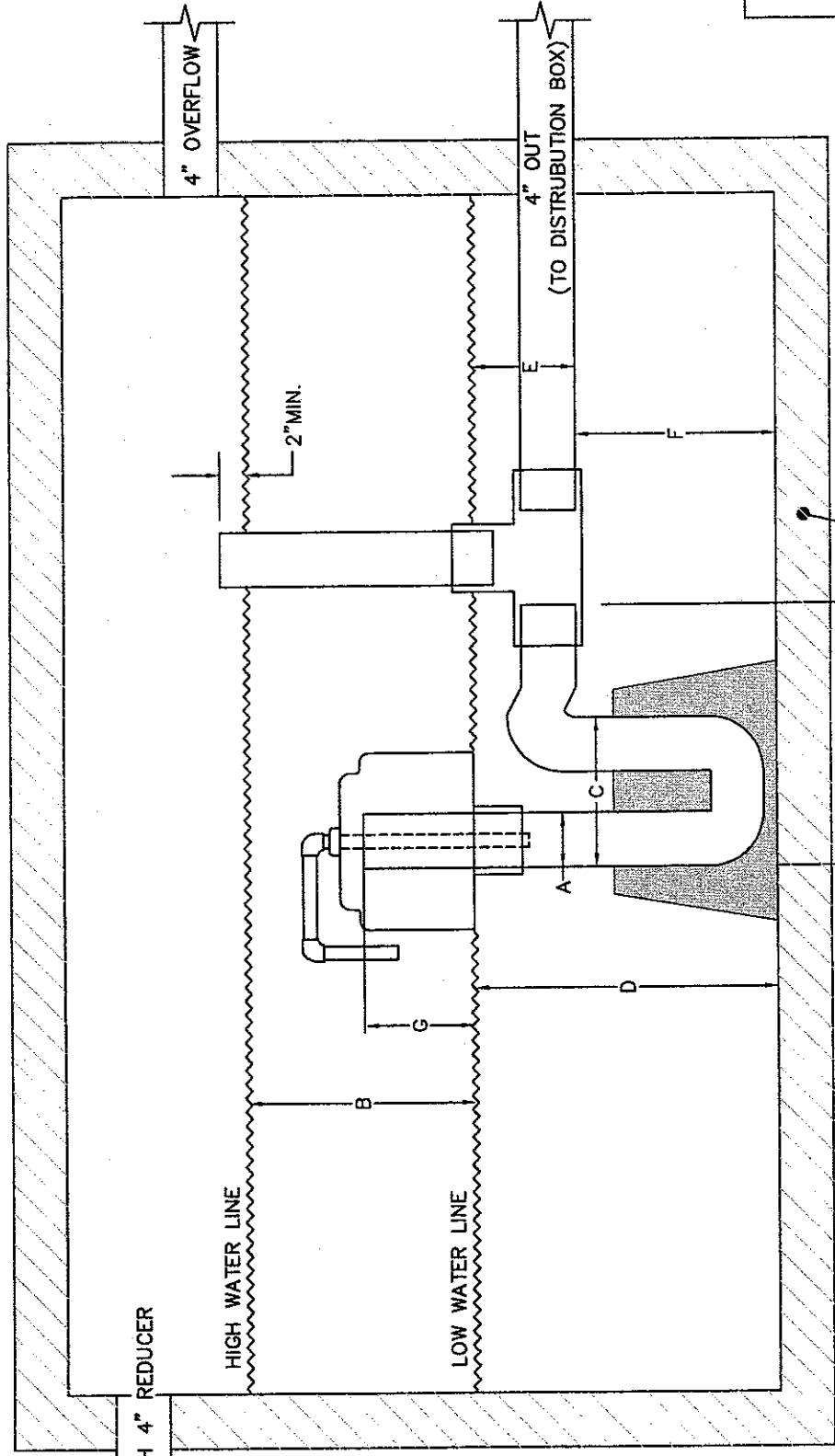


SECTION

#4 Rebar evenly spaced every 6" vertically

Skimmer will be made of Type II Sulphate Resistant concrete with a minimum width of 6", minimum depth 1' below original ground, and extend 1' on each side into original ground.  
 Skimmer will run the full length of the Channel Road Crossing.  
 The skimmer will be placed on the up-stream side of the Channel Road Crossing.

SIPHON SKETCH

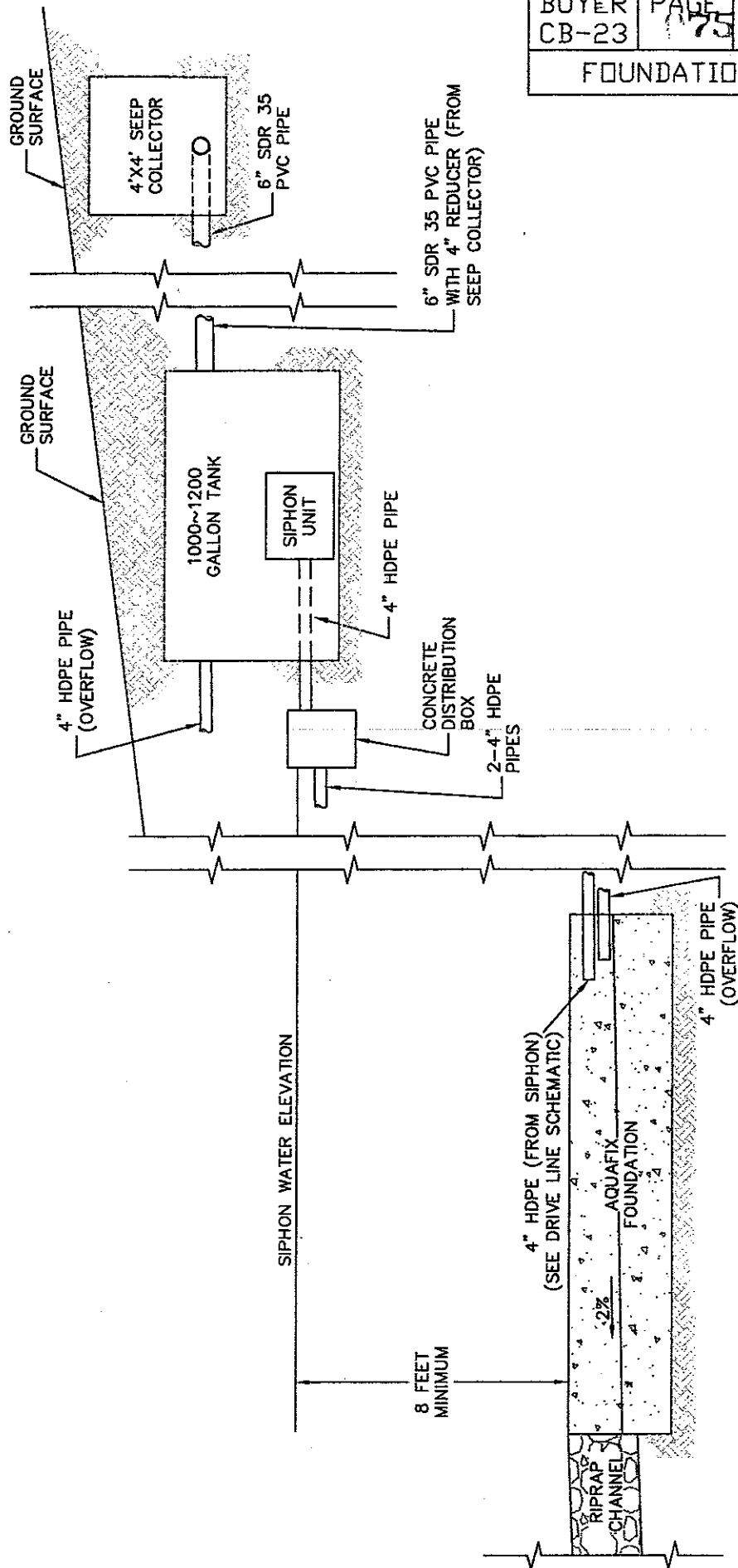


1000 ~ 1200 GALLON  
 PRECAST CONCRETE TANK

- NOTES:
1. INLET INVERT SHALL BE 4' HIGHER THAN THE OVERFLOW INVERT.
  2. OVERFLOW INVERT SHALL BE 2' ABOVE THE HIGH WATER LINE

FLUID DYNAMICS, Inc. - MODEL 413	
APPROX. DIMENSIONS IN INCHES	
SIPHON DIAMETER (A)	4
DRAW DOWN (B)	13
WIDTH OF TRAP (C)	10.5
BOTTOM OF TRAP TO LOW WATER LINE (D)	19.5
BOTTOM OF DISCHARGE TO LOW WATER LINE (E)	7.5
BOTTOM OF TRAP TO BOTTOM OF DISCHARGE (F)	12
HEIGHT OF TRAP ABOVE LOW WATER LINE (G)	6.3
TRAP TO DISCHARGE (H)	16.8

FOUNDATION ELEVATION



SIPHON WATER ELEVATION

8 FEET  
MINIMUM

4" HDPE (FROM SIPHON)  
(SEE DRIVE LINE SCHEMATIC)

AQUAFIX  
FOUNDATION

2%

4" HDPE PIPE  
(OVERFLOW)

BID BOND

076

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

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

NOW THEREFORE,

(a) If said bid shall be rejected, or

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

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

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

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

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

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

077

AGENCY (A)  
RFQ/RFP# (B)

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

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

Bid Bond

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

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

NOW THEREFORE.

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

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

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

Principal Corporate Seal

(R)

(U)  
Surety Corporate Seal

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_  
(Must be President or Vice President)  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
(Name of Surety)  
\_\_\_\_\_  
Attorney-in-Fact

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

STATE OF WEST VIRGINIA  
Purchasing Division078**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

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

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

Vendor's Name: EAGLE EXCAVATION, INC.

Authorized Signature: Meike S. Freshour Date: 8-15-07

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eagle Excavation, Inc.  
of Kenna, WV, as Principal, and Ohio Farmers Insurance Company  
of Westfield Center, OH, a corporation organized and existing under the laws of the State of OH  
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
DEP 14140 Daugherty Coal Company, Preston County

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
15th day of August, 2007.

Principal Corporate Seal

Eagle Excavation, Inc.  
(Name of Principal)  
By Meile D. Freshour  
(Must be President or Vice President)  
PRESIDENT  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)  
By: Gregory T. Gordon  
Gregory T. Gordon, WV Resident Agent Attorney-in-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 07/05/06, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752152 06

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**LARRY D. KERR, GREGORY T. GORDON, PATRICIA A. FINCKE, STEPHEN B. STOGDEN, PATRICIA A. MOYE, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, JOINTLY OR SEVERALLY**

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 05th day of JULY A.D., 2006 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: **Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this 05th day of JULY A.D., 2006 , before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of August A.D., 2007 .

  
**Frank A. Carrino, Secretary**