



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
DEP14153

PAGE
1

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

VENDOR

Gary Kitzmiller
 All Construction, Inc.
 PO Box 92
 Mount Storm, WV 26739

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
03/04/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE CHESTNUT RIDGE COAL CORP PROJECT TO DISTRIBUTE THE Q/A, THE REVISED BID SCHEDULES, & THE PRE-BID SIGN-IN SHEETS RESULTING FROM THE MANDATORY PRE-BID MEETING OF 02/25/2009. SEE THE ATTACHED.</p> <p>BID OPENING DATE & TIME REMAIN UNCHANGED AS 03/25/09 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p> <p style="text-align: center;">RECEIVED 2009 MAR 25 AM 11:31 WV PURCHASING DIVISION</p> <p>RECLAMATION: RESTORATION OF WATER</p> <p>***** THIS IS THE END OF RFQ DEP14153 ***** TOTAL: <u>372,270.00</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-693-7131	DATE 3/24/09
TITLE VP	FEIN 550 700 300	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET 002

RFQ # : DEP14153 Bid Date: 3/25/09
 Project: Chestnut Ridge Coal Corp. Pre-Bid Date: 2/25/09
S-28-83

Name : Travis Kidwell
 Company: Kidwell Construction Co.
 Address: P.O. Box 7
Levell, WV 25431
 Phone #: 304-992-5490
 Fax #: 492 5612
 Email : Kidwellconstruction@
frontier.net

Name : JAMIE Pretzel
 Company: JL Pretzel Contracting
 Address: 9 Belgian St.
Brimston Mills WV 26325
 Phone#: 304-379-7789
 Fax #: 304-379-7788
 Email : prtzelroc@aol.com

Name : BILL BOLYARD
 Company: CHARLES E BOLYARD & SON INC
 Address: 125 EAST HIGH ST.
KNOXWOOD WV 26037
 Phone #: 304-329-1330
 Fax #: _____
 Email : cebs'inc@vnet.net

Name : DAVID H. BOWMAN
GREEN MOUNTAIN CO.
 Company # 511 50th STREET
 Address: Chas. WV. 25369
 Phone#: 304-925-0253
 Fax #: " 925 9230
 Email : Jody Maye AOL.COM

Name : JAMES ALLEN
 Company: J F ALLEN CO
 Address: P.O Box 2049
Buckhannon WV 26201
 Phone #: 304 472 8890
 Fax #: 304 472 8897
 Email : _____

Name : WADE HAUSCH
 Company: Stoney Hill corp
 Address: RT 1 Box 179
Aurora WV 26705
 Phone#: 304 739 5465
 Fax #: 304 739 6014
 Email : _____

Name : DENNIS C. ELBOW
 Company: COWGIRL UP INC
 Address: Po Box 243
SIMPSON WV 26435
 Phone #: 304-739-4397
 Fax #: 304 739-4401
 Email : DCE-COWGIRLWP@GARTHAIN

Name : LEE EVANS
 Company: MJ. HANS PROPERTIES
 Address: 305 39ST
Charleston, WV
25304
 Phone#: 304-925-4834
 Fax #: 304-925-4032
 Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14153
Project: Chestnut Ridge Coal Corp.
S-28-83

Bid Date: 3/25/09
Pre-Bid Date: 2/25/09

Name : Michael BONNER
Company: Red Creek ENTERPRISES
Address: HC 66 Box 58
Dry Fork, WV 26263

Name : Gary Kitzmiller
Company: ALL Construction, Inc
Address: P.O. Box 92
Mt Storm, WV 26739

Phone #: 304-227-4451
Fax #: 304-227-4451
Email : POINT CRAYON@AOL.COM

Phone#: 304 693-7131
Fax #: 304 693-7129
Email : _____

Name : Don Wendt
Company: Utilitres Forestry Services, Inc
Address: P.O. Box 1027
Clearfield, PA 16830

Name : David McCoy
Company: WV DEP
Address: 2-25-09

Phone #: 412-874-0072
Fax #: 814-765-5698
Email : _____

Phone#: _____
Fax #: _____
Email : _____

Name : Josh Carr
Company: JC Contracting Services
Address: P.O. Box 213
Elk Garden
W.V. 26717

Name : _____
Company: _____
Address: _____

Phone #: 304 813 0070
Fax #: 304 446 5452
Email : _____

Phone#: _____
Fax #: _____
Email : _____

Name : GARY Long
Company: McCourt & Son Const.
Address: 2790 Centralia Rd
Sutton WV 26601

Name : _____
Company: _____
Address: _____

Phone #: 304 765-5288
Fax #: 304 765-5293
Email : _____

Phone#: _____
Fax #: _____
Email : _____

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14153
Chestnut Ridge Coal Corp. Permit # S-28-83**

* Bid item 6.4 VEGETATIVE SPECIES was omitted from the bid schedule. Please use new Bid Schedule.

- 1.) Q. Is this guy the landowner (standing beside Brad Moore- DEP inspector)?
A. Yes, the landowner is Rick Hanlin.

- 2.) Q. Landowner- Rick Hanlin stated that a water line from his mother's house crosses the property with about 2 feet of cover on it. If the water line is damaged, it must be repaired or replaced?
A. The contractor must work with the landowner to locate the water line. The contractor may have to relocate the water line deeper, if it interferes with the road and ditch construction. If the line is damaged during construction, it shall be the contractor's responsibility to repair or replace.

- 3.) Q. Are you going to be able to get a tractor-trailer in here?
A. Yes, this road must be constructed to accommodate a tractor trailer to deliver lime to the doser unit. So, the entrance must be widened and the entrance shall be regraded. Also, the area over the 36 inch culvert installation will need some compacted fill to raise the low point in the road, and to take some of the steepness out of the roadway. This will be included as part of the New Access Road bid item.

- 4.) Q. Will the sludge cells be inside this fence line, or are we going past the fence?
A. The sludge cells will go on the upper side of the existing fence.

- 5.) Q. Do we have to put this fence back, or do we go above it?
A. You can access the property above the fence by driving further up the existing roadway. Any fence that is disturbed during construction must be repaired or replaced.

- 6.) Q. Where does the sludge cell drain line discharge?
A. It will wye into the 8 inch HDPE sludge cell overflow line. The 8 inch overflow line will discharge into the concrete foundation trough at the doser unit.

2009

TM

BUYER CB-23	PAGE 14	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

REVISED per ADDENDUM NO. 1

005

WV-36a STATE OF WEST VIRGINIA
 REV. 5-1-08 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>CHESTNUT RIDGE COAL CORP.</u>				
PERMIT NUMBER(S): <u>S-28-83</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>8,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000.00</u>
3.0	<u>800</u> LF	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ <u>10.00</u> 10.00 PER LF	\$ <u>8,000.00</u> 8,000.00 TAC
3.1	<u>140</u> TON	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ <u>18.00</u> PER TON	\$ <u>2,520.00</u>
4.0	<u>1500</u> LF	<u>CONSTRUCT NEW HAULROAD/ACCESS ROAD</u>	\$ <u>20.00</u> PER LF	\$ <u>30,000.00</u>
5.0	<u>5</u> AC	<u>REGRAIDING AND TOPSOILING</u>	\$ <u>2,000.00</u> PER ACRE	\$ <u>10,000.00</u>
6.0	<u>REVEGETATION</u>			
6.1	<u>5</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>150.00</u> PER ACRE	\$ <u>750.00</u>
6.2	<u>5</u> AC	<u>FERTILIZER</u>	\$ <u>400.00</u> PER ACRE	\$ <u>2,000.00</u>
6.3	<u>5</u> AC	<u>MULCH</u>	\$ <u>1,000.00</u> PER ACRE	\$ <u>5,000.00</u>
6.4	<u>5</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>500.00</u> PER ACRE	\$ <u>2,500.00</u>

REVISED per ADDENDUM NO. 1

BUYER CB-23	PAGE 15	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

006

WV-36a STATE OF WEST VIRGINIA
 REV. 5-1-08 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7.0	600 LF	<u>SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>5.00</u> PER LF	\$ <u>3000.00</u>
8.0	1000 LF	<u>RIPRAP V DITCH</u>	\$ <u>12.00</u> PER LF	\$ <u>12,000.00</u>
9.0	140 LF	<u>TRAPEZOIDAL RIPRAP DITCH</u>	\$ <u>30.00</u> PER LF	\$ <u>4200.00</u>
10.0	200 LF	<u>GROUTED RIPRAP DITCH</u>	\$ <u>30.00</u> PER LF	\$ <u>6000.00</u>
11.0	40 LF	<u>CULVERTS 36 INCH HDPE</u>	\$ <u>60.00</u> PER LF	\$ <u>2400.00</u>
12.0	60 LF	<u>CULVERTS 18 INCH HDPE</u>	\$ <u>40.00</u> PER LF	\$ <u>2400.00</u>
13.0	180 LF	<u>CULVERTS 12 INCH HDPE</u>	\$ <u>30.00</u> PER LF	\$ <u>4800.00</u>
14.0	1250 LF	<u>HDPE PIPE 6 INCH</u>	\$ <u>16.00</u> PER LF	\$ <u>20,000.00</u>
15.0	800 LF	<u>HDPE PIPE 8 INCH</u>	\$ <u>20.00</u> PER LF	\$ <u>16,000.00</u>
16.0	300 LF	<u>SEEP CONVEYANCE DRAIN</u>	\$ <u>50.00</u> PER LF	\$ <u>15,000.00</u>
17.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ <u>5,000.00</u>
18.0	LUMP SUM	<u>SETTLING POND</u>	LUMP SUM	\$ <u>16,000.00</u>
19.0	LUMP SUM	<u>POLISHING POND</u>	LUMP SUM	\$ <u>19,000.00</u>
20.0	150 LF	<u>TRAPEZOIDAL EXIT SPILLWAY CHANNEL</u>	\$ <u>50.00</u> PER LF	\$ <u>7500.00</u>
21.0	LUMP SUM	<u>BAFFLE CURTAINS</u>	LUMP SUM	\$ <u>8000.00</u>
22.0	10 LF (Depth)	<u>SUB-FOUNDATION PREPARATION</u>	\$ <u>400.00</u> PER LF	\$ <u>4000.00</u>

REVISED per ADDENDUM NO. 1

BUYER CB-23	PAGE 16	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

007

WV-36a STATE OF WEST VIRGINIA
 REV. 5-1-08 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
23.0	LUMP SUM	<u>FOUNDATION</u>	LUMP SUM	\$ <u>10,000.00</u>
24.0	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ <u>4,000.00</u>
25.0	LUMP SUM	<u>DOSING UNIT AND SILO</u>	LUMP SUM	\$ <u>125,000.00</u>
26.0	LUMP SUM	<u>SLUDGE DISPOSAL CELLS</u>	LUMP SUM	\$ <u>3500.00</u>
27.0	<u>1</u> EA	<u>SLUDGE DISPOSAL CELL DRAIN</u>	\$ <u>8000.00</u> PER EA	\$ <u>8000.00</u>
28.0	<u>1</u> EA	<u>PUMP CONNECTION END</u>	\$ <u>2000.00</u> PER EA	\$ <u>2000.00</u>
29.0	<u>1</u> EA	<u>MANHOLE</u>	\$ <u>2200.00</u> PER EA	\$ <u>2200.00</u>
30.0	<u>60</u> LF	<u>4 INCH HDPE DRIVE LINE</u>	\$ <u>20.00</u> PER LF	\$ <u>1200.00</u>
31.0	LUMP SUM	<u>WATER CONNECTION AT DISPENSING UNIT</u>	LUMP SUM	\$ <u>1500.00</u>
32.0	<u>1600</u> LF	<u>FENCE</u>	\$ <u>3</u> PER LF	\$ <u>4800.00</u>
33.0	LUMP SUM	<u>GATES</u>	LUMP SUM	\$ <u>4000.00</u>
TOTAL PERMIT <u>S-28-83</u>				\$ <u>372,270.00</u>

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, A.L.L. Construction, Inc.
of P O Box 92, Mount Storm, WV 26739, as Principal, and First National Insurance
Company of America of 1001 4th Avenue Suite 1700, Seattle, WA, a corporation organized and existing under the laws of the State of Washington with its principal office in the City of Seattle, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of (5%) Five percent of amount \$bid 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 The Mining Operation of Chestnut Ridge Coal Corp
Mineral County, WV

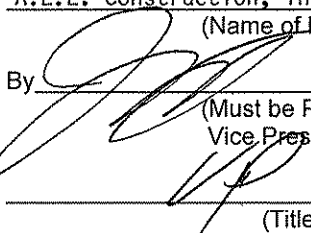
NOW THEREFORE,

- (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.

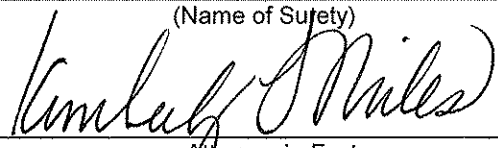
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

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 25th day of March, 20 09.

Principal Corporate Seal

A.L.L. Construction, Inc.
(Name of Principal)
By 
(Must be President or Vice President)
(Title)

Surety Corporate Seal

First National Insurance Company of America
(Name of Surety)

Kimberly L. Miles
Attorney-in-Fact
Licensed WV Resident Agent

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



POWER OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 2034

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

*****KIMBERLY L. MILES; JANIS K. PEACOCK; DOUGLAS P. TAYLOR; ANDREW K. TEETER; DONNA J. PRICE; PAMELA V. LANHAM; Charleston, West Virginia*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 21st day of March, 2009

[Handwritten signature of Dexter R. Legg]

Dexter R. Legg, Secretary

[Handwritten signature of Timothy A. Mikolajewski]

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 25th day of March, 2009



[Handwritten signature of Dexter R. Legg]

Dexter R. Legg, Secretary



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:
 DEP14153

PAGE:
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

A.L.C. Construction Inc.
PO Box 92
MT. STORM WV 26739

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
01/29/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF WATER</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SEEKING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF CHESTNUT RIDGE COAL CORP., NOW UNDER REVOKED PERMIT NUMBER(S) S-28-83. THIS SITE CONSISTS OF APPROXIMATELY 5.0 ACRES AND IS LOCATED NEAR ELK GARDEN WV IN MINERAL COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 02/25/2009 @ 10:00 AM. FAILURE TO ATTEND THE PREBI CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: IN MINERAL COUNTY, FROM THE INTERSECTION OF US 50 AND STATE ROUTE 42 (SKYLINE COMMUNITY) TAKE SR42 NORTH 4.3 MILES. TURN LEFT ON HARTMANVILLE ROAD (CR 2) AND GO 0. MILES. TURN RIGHT ON CR 42/1 (TURNS TO DIRT ROAD 0.3 MILES NEAR TOP OF HILL) AND GO 0.8 MILE. ENTRANCE TO SITE IS A FARM GATE ON THE LEFT.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-693-7131	3/24/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>[Signature]</i>	550700300	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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
 DEP14153

PAGE
 2

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

*A.L.L. Construction Inc.
 PO Box 92
 MT. STORM WV 26739*

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
01/29/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEMNUMBER	UNIT PRICE	AMOUNT
<p>OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MINERAL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-693-731	DATE 3/24/09
TITLE <i>[Signature]</i>	FERN 550700300	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
 DEP14153

PAGE
 3

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

A.L.L. Construction Inc
P O Box 92
MT. STORM WV 26739

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
01/29/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL 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 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 AND MATERIAL BOND.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-693-7131	DATE 3/24/09
TITLE <i>[Signature]</i>	FERN 550700300	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: DEP14153

PAGE: 4

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

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE
A.L.L. Construction Inc
PO Box 92
MT. STORM WV 26779

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
01/29/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.		
				REV. 11/00		
				CONTRACTORS LICENSE		
				WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.		
				WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.		
				BIDDER TO COMPLETE: CONTRACTORS NAME: <i>A.L.L. Construction Inc.</i>		
				CONTRACTORS LICENSE NO.: <i>WV010638</i>		
				THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.		
				APPLICABLE LAW		
				THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <i>304-693-7131</i>	DATE <i>3/24/09</i>
TITLE <i>VA</i>	FEIN <i>550700300</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:
 DEP14153

PAGE:
 5

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

RFQ COPY

TYPE NAME/ADDRESS HERE

*Add. Contractor Firms
 PO Box 92
 Mt. Storm WV 26739*

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
01/29/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATIO OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, O</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-693-7131	DATE 3/24/09
TITLE <i>[Signature]</i>	FEIN 550700300	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
 DEP14153

PAGE
 6

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

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE

A.L. Construction INC
PO Box 92
MT. Storm WV 24739

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
01/29/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p>		
				REV. 10/01/01		
				EXHIBIT 7		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-692-7131	DATE 3/24/09
TITLE <i>[Signature]</i>	FERN 550760300	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
 DEP14153

PAGE
 7

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

*Ad. Construction Inc.
 PO Box 92
 Mt. Storm WV 26739*

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	FOB	FREIGHT TERMS
01/29/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE 304-693-7131 DATE 3/24/09

TITLE CA FEIN 550700300 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
 DEP14153

PAGE
 8

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

*A.L.L. Construction Inc.
 PO Box 92
 MT. STORM WV 26739*

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	FOB	FREIGHT TERMS
01/29/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-693-7131	DATE 3/24/09
TITLE	FEB 550700300	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
 DEP14153

PAGE
 9

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

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE

*A.L.L. Construction Inc.
 PO Box 92
 MT. STORM WV 26739*

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
01/29/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 11/96					
	EXHIBIT 10			DEP14153		
	ADDENDUM ACKNOWLEDGEMENT					
	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.					
	ADDENDUM NOS.:					
	NO. 1	...	3/4/09		
	NO. 2				
	NO. 3				
	NO. 4				
	NO. 5				
	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.					
	VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-693-731	DATE 3/24/09
TITLE <i>VP</i>	FEIN 550700300	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
 DEP14153

PAGE
 10

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

A.L.L. Construction Inc
PO Box 92
MT. STORM WV 26739

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
01/29/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>.....SIGNATURE</p> <p><i>A.L.L. Construction Inc</i>.....COMPANY</p> <p><i>3/24/09</i>.....DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP14153</p> <p>BID OPENING DATE: 03/25/2009</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p><i>304-693-7199</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE <i>304-693-7131</i>	DATE <i>3/24/09</i>	
TITLE <i>VP</i>	FEIN <i>550700300</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:
 DEP14153

PAGE:
 11

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
ALL Construction Inc.
PO Box 92
MT. STORM WV 26739

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	FOB	FREIGHT TERMS
01/29/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>Jason Kitzmiller</i>						
***** THIS IS THE END OF RFQ DEP14153 ***** TOTAL:						<u>372,270.00</u>

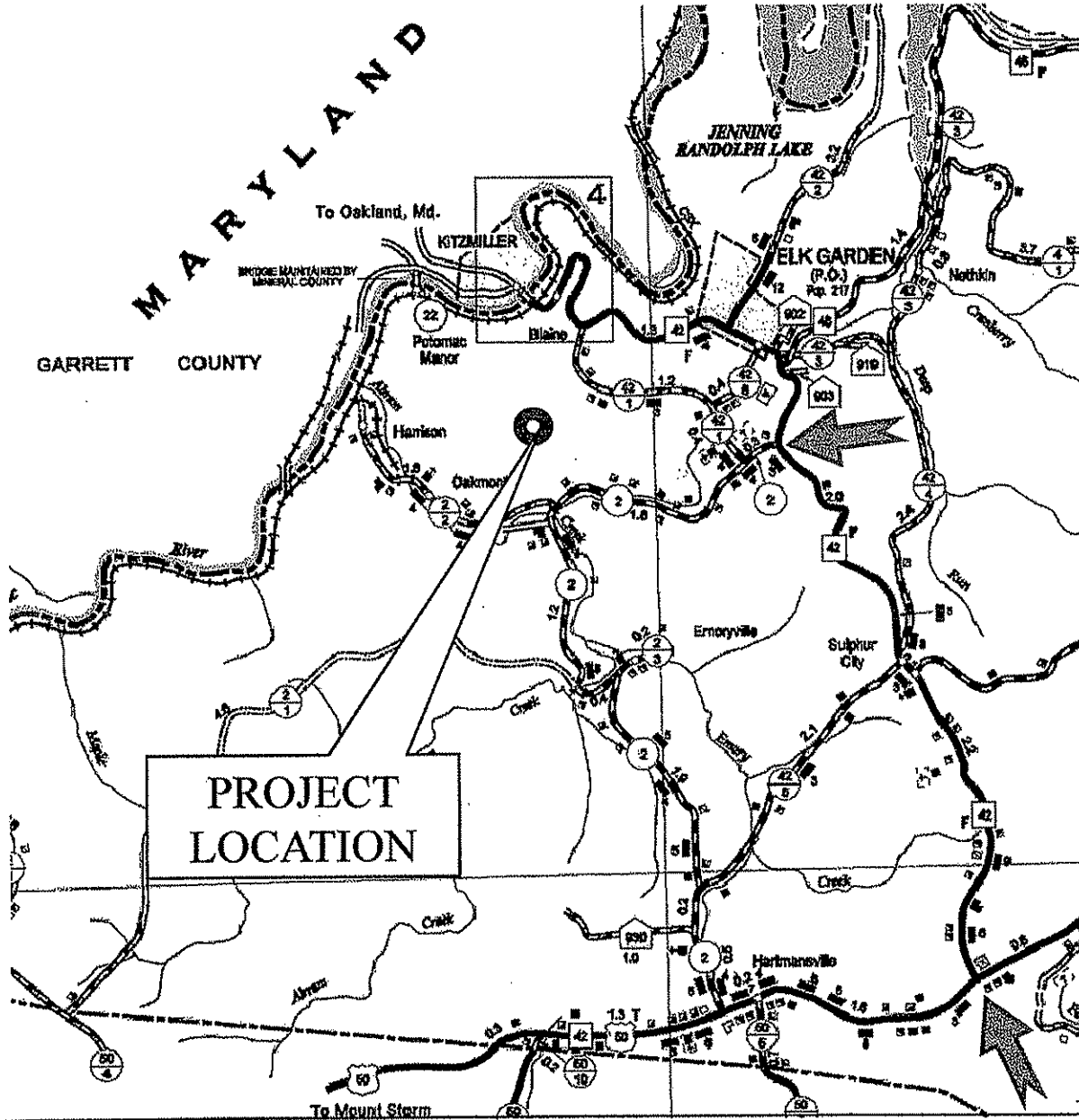
SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <i>304-698-7131</i>	DATE <i>3/24/09</i>
TITLE <i>VP</i>	FEIN <i>550700390</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

Chestnut Ridge Permit No. S-28-83

LOCATION MAP



In Mineral County, from the intersection of US 50 & State Route 42 (Skyline Community) take SR 42 north 4.3 miles. Turn left onto Hartmansville Road (CR 2) and go 0.2 miles. Turn Right on CR 42/1 (turns to dirt road 0.3 miles near top of hill) and go 0.8 mile. Entrance to site is a farm gate on the left.

BUYER CB-23	PAGE 013	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

SCOPE OF WORK

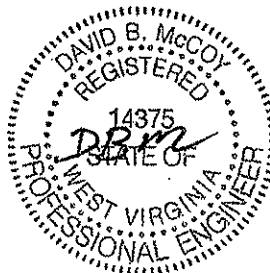
The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Chestnut Ridge Coal Corp. Permit S-28-83, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3. If, fuel and lubricants are to be stored on site, bid item # 2 shall be in place before fuel is delivered. Project sign is to be obtained and installed.
2. Storm water management in the form as described in bid item # 7 shall be installed (described locations).
3. Construct riprap ditches, open limestone channels, and grouted limestone channels
4. Construct settling ponds and sludge disposal cells.
5. Install Aqua Fix water treatment unit.
6. Construct seep collector drains
7. Install sludge pumping system.
8. Install culverts.
9. Vegetative enhancement with seed, lime, fertilizer, and mulch.
10. Construct fence.
11. Any other site specific items required.

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

David B. McCoy
Registered Professional Engineer WV No. 14375



Date: 12-18-08

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

WV-36a STATE OF WEST VIRGINIA
 REV. 5-1-08 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>CHESTNUT RIDGE COAL CORP.</u>				
PERMIT NUMBER(S): <u>S-28-83</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ _____
3.0	<u>800 LF</u>	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ _____ PER LF	\$ _____
3.1	<u>140 TON</u>	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ _____ PER TON	\$ _____
4.0	<u>1500 LF</u>	<u>CONSTRUCT NEW HAULROAD/ACCESS ROAD</u>	\$ _____ PER LF	\$ _____
5.0	<u>5 AC</u>	<u>REGRADING AND TOPSOILING</u>	\$ _____ PER ACRE	\$ _____
6.0	<u>REVEGETATION</u>			
6.1	<u>5 AC</u>	<u>AGRICULTURAL LIME</u>	\$ _____ PER ACRE	\$ _____
6.2	<u>5 AC</u>	<u>FERTILIZER</u>	\$ _____ PER ACRE	\$ _____
6.3	<u>5 AC</u>	<u>MULCH</u>	\$ _____ PER ACRE	\$ _____
7.0	<u>600 LF</u>	<u>SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ _____ PER LF	\$ _____

BUYER CB-23	PAGE 015	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
8.0	<u>1000</u> LF	<u>RIPRAP V DITCH</u>	\$ _____ PER LF	\$ _____
9.0	<u>140</u> LF	<u>TRAPEZOIDAL RIPRAP DITCH</u>	\$ _____ PER LF	\$ _____
10.0	<u>200</u> LF	<u>GROUTED RIPRAP DITCH</u>	\$ _____ PER LF	\$ _____
11.0	<u>40</u> LF	<u>CULVERTS 36 INCH HDPE</u>	\$ _____ PER LF	\$ _____
12.0	<u>60</u> LF	<u>CULVERTS 18 INCH HDPE</u>	\$ _____ PER LF	\$ _____
13.0	<u>180</u> LF	<u>CULVERTS 12 INCH HDPE</u>	\$ _____ PER LF	\$ _____
14.0	<u>1250</u> LF	<u>HDPE PIPE 6 INCH</u>	\$ _____ PER LF	\$ _____
15.0	<u>800</u> LF	<u>HDPE PIPE 8 INCH</u>	\$ _____ PER LF	\$ _____
16.0	<u>300</u> LF	<u>SEEP CONVEYANCE DRAIN</u>	\$ _____ PER LF	\$ _____
17.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ _____
18.0	LUMP SUM	<u>SETTLING POND</u>	LUMP SUM	\$ _____
19.0	LUMP SUM	<u>POLISHING POND</u>	LUMP SUM	\$ _____
20.0	<u>150</u> LF	<u>TRAPEZOIDAL EXIT SPILLWAY CHANNEL</u>	\$ _____ PER LF	\$ _____
21.0	LUMP SUM	<u>BAFFLE CURTAINS</u>	LUMP SUM	\$ _____
22.0	<u>10</u> LF (Depth)	<u>SUB-FOUNDATION PREPARATION</u>	\$ _____ PER LF	\$ _____
23.0	LUMP SUM	<u>FOUNDATION</u>	LUMP SUM	\$ _____

WV-36a STATE OF WEST VIRGINIA
 REV. 5-1-08 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
24.0	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ _____
25.0	LUMP SUM	<u>DOSING UNIT AND SILO</u>	LUMP SUM	\$ _____
26.0	LUMP SUM	<u>SLUDGE DISPOSAL CELLS</u>	LUMP SUM	\$ _____
27.0	<u>1</u> EA	<u>SLUDGE DISPOSAL CELL DRAIN</u>	\$ _____ PER EA	\$ _____
28.0	<u>1</u> EA	<u>PUMP CONNECTION END</u>	\$ _____ PER EA	\$ _____
29.0	<u>1</u> EA	<u>MANHOLE</u>	\$ _____ PER EA	\$ _____
30.0	<u>60</u> LF	<u>4 INCH HDPE DRIVE LINE</u>	\$ _____ PER LF	\$ _____
31.0	LUMP SUM	<u>WATER CONNECTION AT DISPENSING UNIT</u>	LUMP SUM	\$ _____
32.0	<u>1600</u> LF	<u>FENCE</u>	\$ _____ PER LF	\$ _____
33.0	LUMP SUM	<u>GATES</u>	LUMP SUM	\$ _____
TOTAL PERMIT <u>S-28-83</u>				\$ _____

BUYER CB-23	PAGE 017	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 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 UPGRADE

The contractor shall maintain and/or construct haulroad/access road(s) during the reclamation process to provide access on a well drained surface. Plan to upgrade the existing access road to the specifications and details as indicated in the Upgrade Access Road drawing. The access road on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Upon completion of all reclamation activities, a final 3 inch layer of 1 ½ crusher run limestone shall be placed on the roadway. Roads which are below the project shall be guarded against rolling rock and removal of rocks done as necessary. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item.

3.1 INCIDENTAL #1 STONE FOR ROAD UPGRADE

During construction of culvert installations, roadway ditch improvements, and reshaping of the roadway, areas may need additional base layer stone. After any necessary re-compaction and re-grading work on roadways has been performed by the contractor, a six (6) inch layer of #1 limestone (3.5" to 1.5" size) shall be placed as needed.

BUYER CB-23	PAGE 018	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

This stone shall be graded and tracked in with a dozer or other equipment to achieve a compacted base for the final top layer of 1 ½ inch crusher run limestone (separate bid item).

Payment shall be paid per ton of stone applied by weight ticket and will be made at completion of all work and acceptance by DEP.

4.0 CONSTRUCT NEW HAULROAD/ACCESS ROAD

This required road will be approximately 1000 LF. Accompanying plans show the details of the construction of the road. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work.

SITE PREPARATION

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

ROAD CONSTRUCTION

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

Payment shall be for completed length of road.

5.0 REGRADING AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall distribute topsoil or the best available material, to support vegetation, as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner. This bid item will include eliminating approximately 850 feet of ditch, elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps, the grading of spoil and/or fill materials. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Topsoil presently stockpiled on site shall be preserved and spread on the fill surface. In the absence of stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

6.0 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.

BUYER CB-23	PAGE 019	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, but no additional monetary compensation will be awarded. Areas outside the limits of construction, disturbed by the contractor, shall be revegetated by the contractor at no expense to DEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the DEP Specialist. It shall be the vendor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation is established. The acreage quantities in this contract are for bidding purposes only.

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

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

6.1 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 shall be applied at 10 ton/acre.

6.2 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.

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

6.3 MULCH

Acceptable mulch for this project is wood fiber, hay, or straw.
Mulch: Wood Fiber @ 1.0 ton/Acre
Hay or straw mulch may be substituted at a rate of 2 tons/Acre

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

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.

7.0 SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE

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

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

BUYER CB-23	PAGE 021	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

8.0 RIPRAP V DITCH

Provide all materials, excavate and construct four foot V-Ditches as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Ditches shall be free draining upon completion of construction. R-4 limestone riprap shall be used at a thickness of 1.0 foot. The top width of the ditch shall be four (4) feet. Length of ditch may be adjusted to meet on site conditions. Payment shall be per linear feet of ditch installed.

9.0 TRAPEZOIDAL 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. Ditch shall be free draining and impervious upon completion of construction. Trapezoidal ditch shall be utilized as conveyance ditch and exit channels for both settling and polishing ponds. Length of ditch may be adjusted to meet site conditions. No separate payment for construction stakeout will be made. Payment shall be for completed length of ditch.

The trapezoid treatment ditch shall have side slopes at 2 horizontal:1 vertical. The channel will have a two (2) foot flat bottom, one and one half (1½) foot thick blanket of stone and one (1) foot of freeboard. The ditch shall have a top of rock width of ten (10) feet and a depth of the ditch of two (2) feet. The ditch shall be impervious, thus containing all treated water within the ditch. The freeboard material should assist in keeping the surface runoff out of the treated water by forming a small berm.

10.0 GROUTED RIPRAP DITCH

Unless otherwise noted shall be durable rock placed in a 1.0 foot thick blanket. Twenty-five percent (25%) of the rock will be 12 inches or larger. The remaining seventy-five percent (75%) of the rock shall be well graded between three (3) and nine (9) inches. In-place rammed or hammered rock shall be acceptable.

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

11.0 HDPE CULVERT 36 INCH 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 location shall be determined by the onsite DEP representative.

STANDARD INSTALLATION

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.

BUYER CB-23	PAGE 022	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

12.0 HDPE CULVERT 18 INCH 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. One joint of this pipe shall be installed in the exit channel of the settling pond to be used as a flow measurement conduit.

STANDARD INSTALLATION

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.

13.0 HDPE CULVERT 12 INCH 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. One joint of this pipe shall be installed in the exit channel of the settling pond to be used as a flow measurement conduit.

STANDARD INSTALLATION

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.

14.0 HDPE PIPE 6 INCH

Pipe shall be 6-inch diameter, SDR-15.5 or 17 HDPE of standard manufacture. Install to manufacturers recommendations. Install the pipe as indicated in the specifications and/or as shown on the drawings.

Payment for the actual length of pipe installed. This 6-inch HDPE pipe shall be used for sludge line. Provide all materials, equipment and personnel necessary for installation. Pipe shall be buried at least 2.5 feet deep. Use butt weld fusion process to join pipes. A qualified fusion technician shall supervise the fusion of all joints. See site plan for location.

15.0 HDPE PIPE 8 INCH

This 8 inch HDPE pipe shall be used as an emergency spillway from the sludge cells during pumping

BUYER CB-23	PAGE 023	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

activities. The pipe shall be SDR 15.5 or 17.0 HDPE of standard manufacture. Provide all materials, equipment and personnel necessary for installation. Pipe shall be buried at least 2.5 feet deep. Use butt weld fusion process to join pipes. A qualified fusion technician shall supervise the fusion of all joints. Payment shall be for the actual length of pipe installed. See site plan for location.

16.0 SEEP CONVEYANCE DRAIN

Collection underdrains shall be constructed to collect all seep water for conveyance to the treatment sites. The collection underdrain shall be 4 ft. X 4 ft. in cross-section. Stone for the underdrain shall be non-calcareous with a size of 3" to 6" in diameter. The drain shall be wrapped with filter fabric (Tynar 3401 or equivalent). Filter fabric may be omitted from areas where the seepage enters the underdrain if approved by the DEP on site representative. A 6" perforated SDR-35 PVC pipe shall extend the length of the underdrain and connect to solid pipe. The perforated end of the 6" pipe seep collector shall extend to the surface as a clean-out with 6" diameter pipe and cap. A 40 mil HDPE synthetic liner shall cover the bottom and lower side/ends of the underdrain.

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

17.0 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. A majority of the area, where the passive treatment system will be constructed, is on private property; therefore, it is imperative that the contractor in conjunction with the on-site DEP representative cooperate 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.

18.0 SETTLING POND

A settling pond shall be constructed which will be divided by an embankment into two cells of approximate equal size. The pond shall have a top width of approximately 148 feet, a top length of 168 feet and a total excavation volume of approximately 145,000 cubic feet. The pond shall have a water depth of approximately 8 ft. with 2 ft. of freeboard. Side slopes shall be two horizontal to one vertical (2h:1v). Also, each pond bottom shall be sloping two feet toward the inlet end (10 feet water depth).

The settling pond is a lump sum bid item. The settling pond spillways shall be paid for under the Trapezoidal Exit Spillway Channel bid item, and shall be trapezoidal in shape. Remove all vegetation during clearing & grubbing operations for the pond site, which is a separate bid item.

EMBANKMENT CONSTRUCTION

Embankments shall be constructed in compacted lifts with no lift exceeding six (6) inches. The entire width of each 6" lift shall be compacted with an overlapping pattern. If necessary, compaction equipment (vibratory roller, sheep's foot roller, etc.) may be used to help secure a solid embankment, which will not slip or allow seepage of the ponded water. The base of any fill areas shall be undercut to solid material, and benched or keyed into the existing bank. All stones exceeding 6 inches shall be removed from the embankment material prior to being placed. Also, any organic material (tree limbs, roots, top soil, etc.) shall be removed from embankment material prior to compaction. Weak or compressible areas, which cannot be satisfactorily compacted, shall be removed and replaced with properly compacted fill material. During dry conditions, water may need to be added to the fill material during the placement process to achieve optimum compaction. If the fill material is over saturated with water, the material

BUYER CB-23	PAGE 024	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

may need to be spread and aerated prior to placement at the fill site for compaction. The top pond berm width shall be a minimum of 12.0 feet. During construction if the above mentioned compaction equipment is not utilized, the top berm may need to be wider than 12.0 feet (20 feet wide) to accommodate multiple dozer passes and overlapping tracking to obtain compaction across the entire top width of pond berm. After appropriate compaction of material is achieved, the embankment slopes may be cut back to a 12.0 feet top width.

19.0 POLISHING POND

A polishing pond shall be constructed adjacent to the final settling pond, and shall share an embankment with the settling pond. The polish pond shall have a top length of 148 feet and a top width of 68 feet and a total excavation volume of 63,000 cubic feet.

The polishing pond is a lump sum bid item. The polishing pond spillways shall be paid for under the Trapezoidal Exit Spillway Channel bid item, and shall be trapezoidal in shape. Remove all vegetation during clearing & grubbing operations for the pond site, which is a separate bid item.

EMBANKMENT CONSTRUCTION

Embankments shall be constructed in compacted lifts with no lift exceeding six (6) inches. The entire width of each 6" lift shall be compacted with an overlapping pattern. If necessary, compaction equipment (vibratory roller, sheep's foot roller, etc.) may be used to help secure a solid embankment, which will not slip or allow seepage of the ponded water. The base of any fill areas shall be undercut to solid material, and benched or keyed into the existing bank. All stones exceeding 6 inches shall be removed from the embankment material prior to being placed. Also, any organic material (tree limbs, roots, top soil, etc.) shall be removed from embankment material prior to compaction. Weak or compressible areas, which cannot be satisfactorily compacted, shall be removed and replaced with properly compacted fill material. During dry conditions, water may need to be added to the fill material during the placement process to achieve optimum compaction. If the fill material is over saturated with water, the material may need to be spread and aerated prior to placement at the fill site for compaction. The top pond berm width shall be a minimum of 12.0 feet. During construction if the above mentioned compaction equipment is not utilized, the top berm may need to be wider than 12.0 feet (20 feet wide) to accommodate multiple dozer passes and overlapping tracking to obtain compaction across the entire top width of pond berm. After appropriate compaction of material is achieved, the embankment slopes may be cut back to a 12.0 feet top width.

20.0 TRAPEZOIDAL EXIT SPILLWAY CHANNEL

A final exit channel shall be constructed in the original exit channel location consisting of a ten (10) foot bottom width riprap channel and 2H: 1V side slopes. Filter fabric shall be placed in the bottom of the channel prior to placement of the riprap. The water depth shall be 2.0 feet, and the rock depth shall be 1.5 feet. Refer to the attached drawing for additional details. A flow measurement 12 inch HDPE pipe shall be installed after the final exit spillway, and shall be paid under a separate bid item.

21.0 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 minimum size 3"x4"x24" 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. The cable shall extend 10 feet past the cut length of the baffle curtain on each end. A 1/4 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, eye bolts, 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

BUYER CB-23	PAGE 025	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

size of the slots shall be determined by the DEP engineer or onsite representative, and shall be installed at the time of installation. Five baffle curtains shall be installed in the settling pond and the polishing pond. The approximate total length shall be 340 linear feet. Payment shall be lump sum for five baffle curtains specified.

22.0 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.

23.0 FOUNDATION

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 and 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. Also, supplement the mechanical vibrator by hand-spading, rodding, or tamping. Adverse weather conditions shall be avoided during completion of this item. WVDOH specifications (Section 601-Construction Manual) for concrete shall apply to this item. Concrete shall cure for a minimum of 5 to 7 days before the silo may be erected in place. Excavation for the foundation shall be paid under a separate bid item. Concrete shall meet a minimum 28-day compressive test strength of 4000 psi, and the slump shall be between 2 and 3 inches during placement of concrete.

24.0 CRANE

This shall include furnishing a crane of sufficient capacity to unload and erect the silo structure on its foundation and to install the reagent dispensing unit. The silo is estimated to weigh less than 10 ton.

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

25.0 DOSING UNIT AND SILO

This item includes all work necessary to purchase, install and initiate operation of an Aquafix 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.

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

BUYER CB-23	PAGE 027	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

A 4-inch diameter mechanical joint (MJ) gate valve shall be placed on the SDR-35 pipe. The valve will be operated with a 2-inch valve key, so a solid piece of pipe shall be used to extend to the ground surface with a cap. The purchase of an appropriate length valve key shall be included with this bid item. The pipe shall be buried with a minimum of two and one-half (2.5') feet of cover to avoid freezing. This drain pipe shall drain into the 8 inch HDPE sludge return line (separate bid item). Any fittings, molded elbows, caps, coupler fittings, and valve shall be incidental to this lump sum bid item.

28.0 PUMP CONNECTION END

The settling pond end of the HDPE 6 inch diameter pipe shall be fitted with a 6 inch HDPE wye incorporating a six by two inch HDPE reducer. The two inch shall then be fitted with a stainless steel (SS) national pipe thread (NPT) end to accommodate a two inch SS ball valve. The six inch end shall include a SS, NTP end to receive a 6 inch cam-lock adaptor (see attached drawing). Install posts or pipes to protect outlet from damage. Use riprap around pipe as necessary to accommodate access to the valve. Include a cam-lock cap for sealing the adaptor. Payment for this item shall be lump sum.

29.0 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 and ring shall be of standard cast iron construction and shall be watertight with bolt anchors in the concrete. Entrance pipes shall extend four (4) inches past the manhole wall. The exit pipe is a 6 inch HDPE pipe to the channel in the concrete foundation. A separate 4 inch HDPE pipe shall exit the manhole as a driveline for the Aquafix doser unit. This pipe shall be paid under a separate bid item. Ensure that the exit pipe is sealed into the manhole wall. The purpose of the manhole is to establish a collection point to drive the dosing unit while maintaining minimal slope from the seep collector. Also, the manhole shall serve as an entry point to perform maintenance on the conveyance pipes. See detail sheet for layout and desired location. Payment shall be made upon completion of installation of the manhole and the HDPE pipes.

30.0 4 INCH HDPE DRIVE LINE

This pipe will lead from the manhole to the treatment building. Pipe shall be 4-inch diameter, SDR-15.5 or 17 HDPE of standard manufacture. Install to manufacturers recommendations. Install the pipe as indicated in the specifications and/or as shown on the drawings. Payment is for the actual length of pipe installed. This 4-inch HDPE pipe shall be used for drive line to power the dispensing unit. Provide all materials, equipment and personnel necessary for installation. Pipe shall be buried at least 2.5 feet deep. Use butt weld fusion process to join pipes. A qualified fusion technician shall supervise the fusion of all joints. See site plan for location.

31.0 WATER CONNECTION AT DISPENSING UNIT

At the dispensing unit, the 4-inch diameter HDPE line (separate bid item) 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. All material costs are incidental to this bid item.

32.0 FENCE

This item shall consist of site preparation; providing all necessary materials, equipment, and personnel needed to carry out the installation and reclamation of site disturbances. Install fences at the locations shown on the plans and/or as directed by the DEP on site representative.

Unless otherwise indicated, the ASAE Specifications for Farm Fence Construction shall apply. (ASAE EP250.2 DEC01). Exceptions to the specifications are listed below:

BUYER CB-23	PAGE 029	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

BID PREPARATION INFORMATION

HISTORICAL INFORMATION

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

EXAMINATION OF BID PACKAGE AND SITE OF WORK

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

PREBID CONFERENCE

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

VIDEO

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

INTENT OF CONTRACT

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

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

BUYER CB-23	PAGE 030	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 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 high wall shall be eliminated and the disturbed area graded to the approximate original contour.
2. The material used to backfill and eliminate the high wall shall be sufficiently compacted so as to insure stability of the backfill throughout the warranty period.
3. The land above the high wall 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 that demonstrates 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 031	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 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.

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/regarding, and revegetation. Changes may be granted based upon weather or differing site conditions with prior approval.

WATER QUALITY CONTROL

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

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

BUYER CB-23	PAGE 032	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

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

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

HANDLING AND STORAGE OF MATERIALS

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

Aggregate stockpiles shall be made on ground that is denuded of vegetation, hard, and well drained. Removal of aggregate from the stockpile shall be done in a manner which will not result in the inclusion of foreign material into the aggregate. The use of the aggregate will determine if exceptions are permitted. All materials shall be handled in such a manner as to preserve their quality and fitness for the work.

MAINTENANCE DURING CONSTRUCTION

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

FINAL INSPECTION

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

ACREAGE QUANTITIES

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

PAYMENT

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

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.

BUYER CB-23	PAGE 033	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

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

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

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

FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

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

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

REVEGETATION AND WARRANTY

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

Water utilized for hydro seeding 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

BUYER CB-23	PAGE 034	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

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 035	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 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 036	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 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.

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

Project Start Date: 01/01/01

Contractor: Joe Smith Contracting



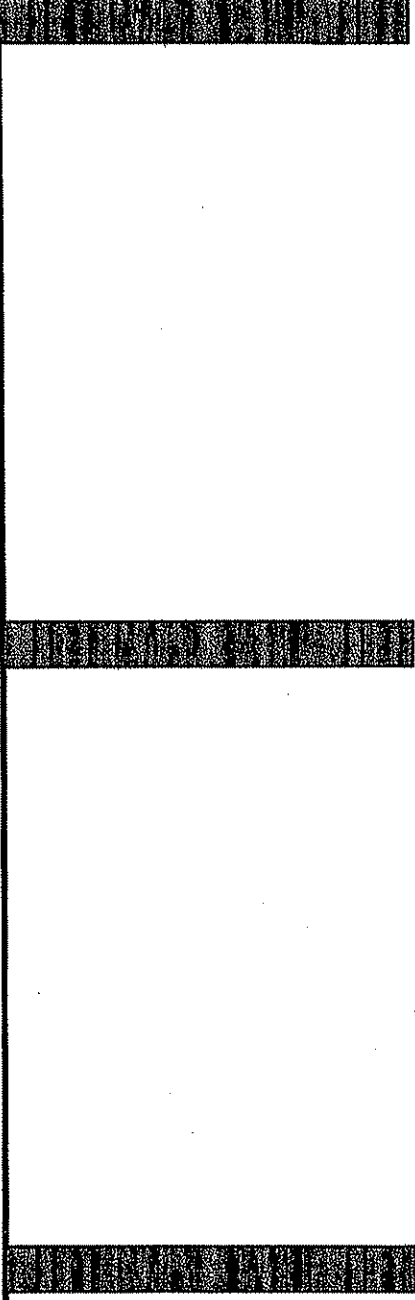
Joe Manchin, III
Governor



Randy C. Huffman,
Cabinet Secretary



Ken Ellison,
Director



77 1/4"

27 3/4"

1 1/2"

17 1/4"

1 1/8"

15 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"



3 3/4"

Randy C. Huffman,
Cabinet Secretary

7 7/8"



3"

Ken Ellison,
Director

8 5/8"

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

18"

2 1/4"

73 7/8"

36"

36"

48"

6"

6"

96"



STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation

Joe Manchin, III
Governor

48"

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



Randy C. Huffman,
Cabinet Secretary



Ken Ellison,
Director

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

7 7/8"

9 3/8"

81 3/8"



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

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation

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

Permit Name
 Permit Number

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



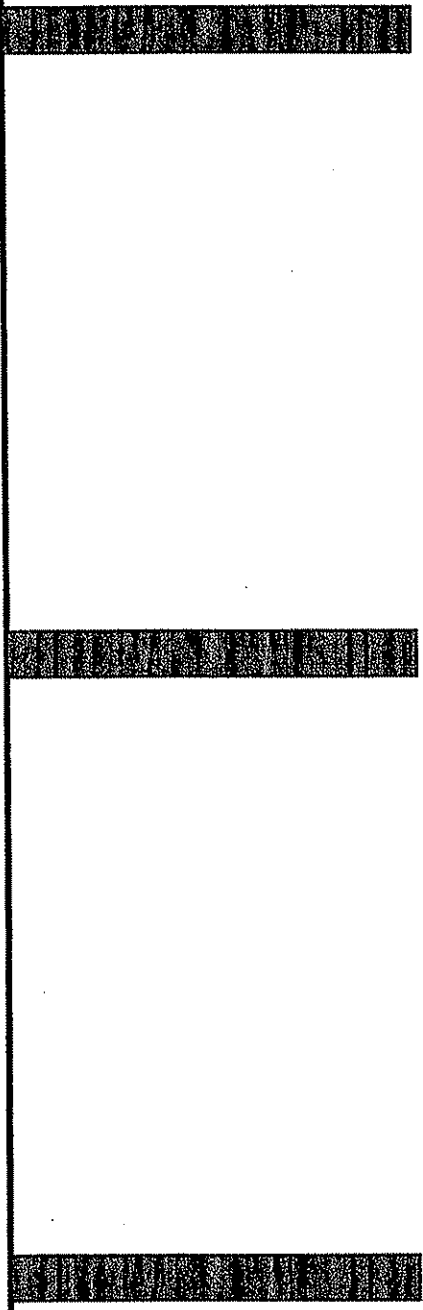
1 1/2" Joe Manchin, III
Governor



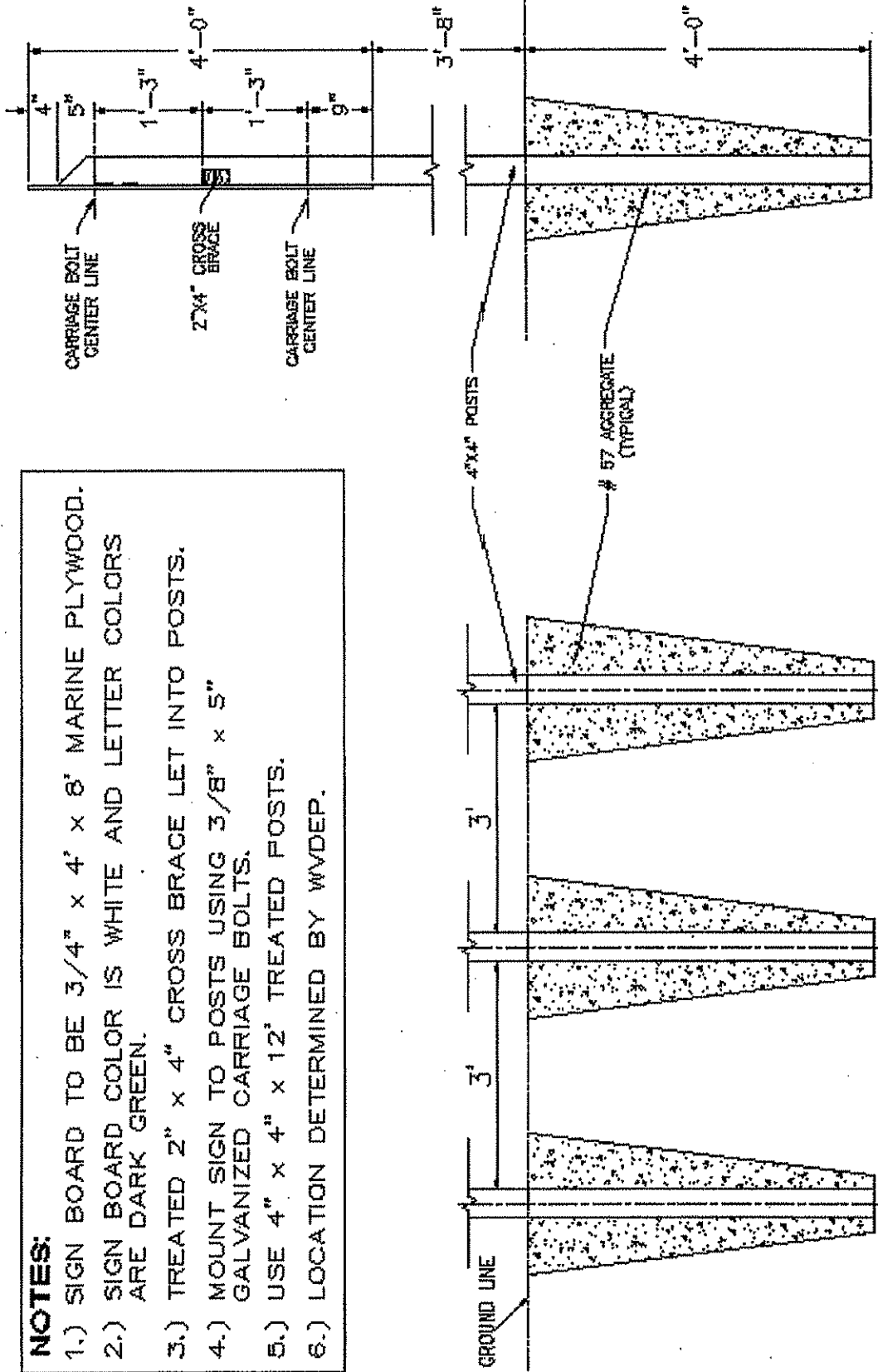
1" Randy C. Huffman
Cabinet Secretary



1" Ken Blinson
Director

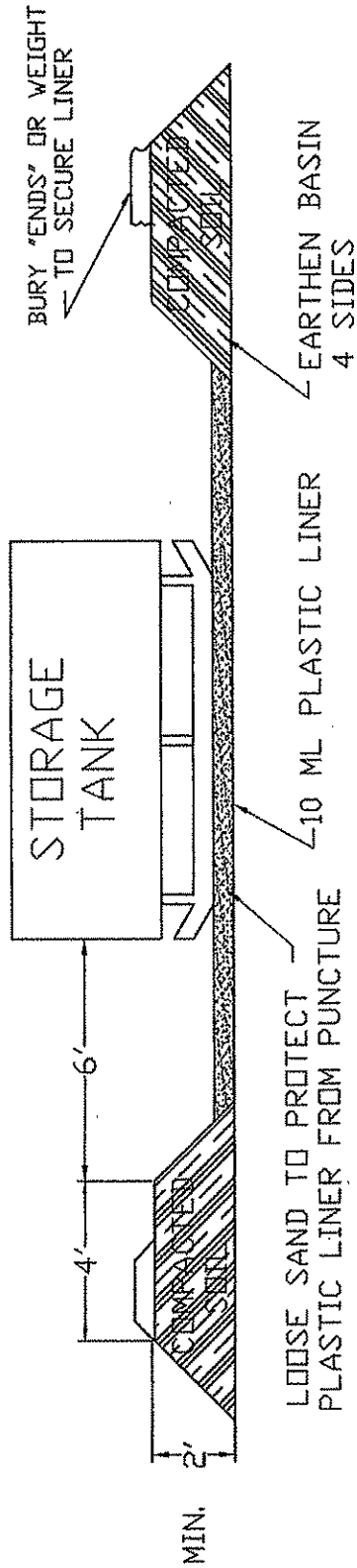


- NOTES:**
- 1.) SIGN BOARD TO BE 3/4" x 4' x 8' MARINE PLYWOOD.
 - 2.) SIGN BOARD COLOR IS WHITE AND LETTER COLORS ARE DARK GREEN.
 - 3.) TREATED 2" x 4" CROSS BRACE LET INTO POSTS.
 - 4.) MOUNT SIGN TO POSTS USING 3/8" x 5" GALVANIZED CARRIAGE BOLTS.
 - 5.) USE 4" x 4" x 12' TREATED POSTS.
 - 6.) LOCATION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



PROJECT SIGN
NOT TO SCALE

SPILL CONTAINMENT



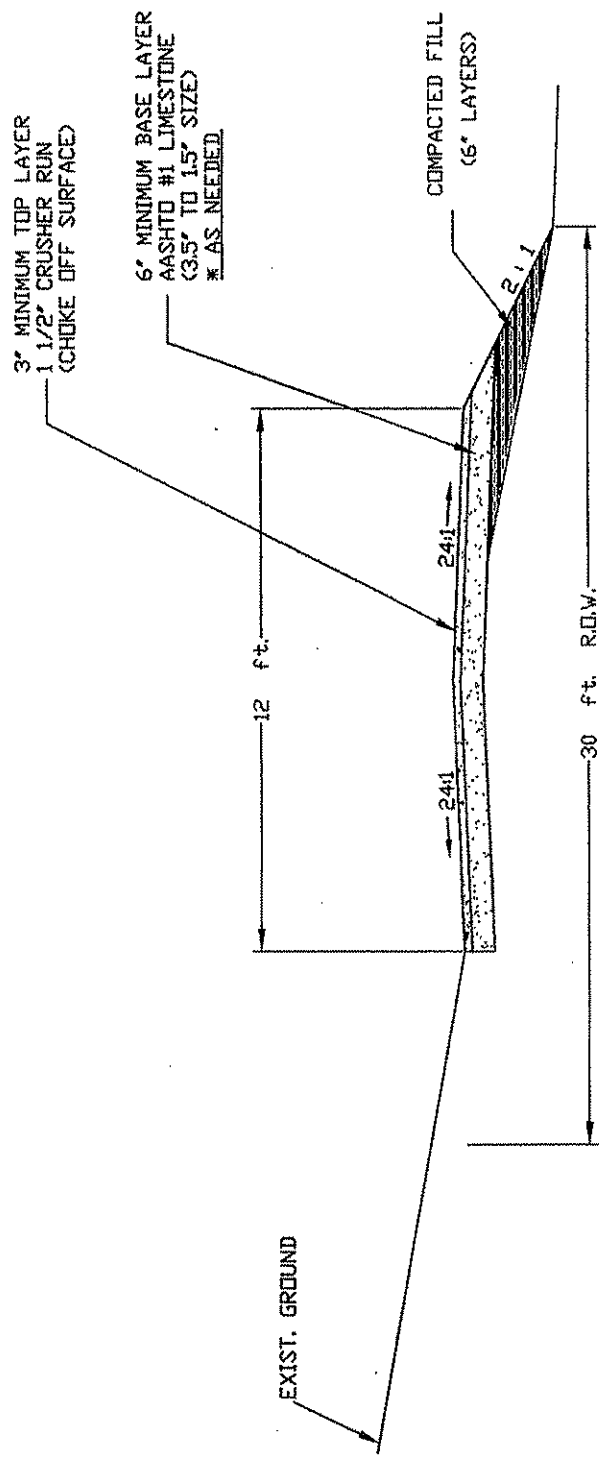
SELECTED HEIGHT OF EARTHEN BERM IS TO BE A TWO (2') FOOT MINIMUM OR ONE HUNDRED TEN PERCENT (110%) OF THE CAPACITY OF THE TANK(S) TOTAL VOLUME WITHIN THE BERM. A SIX (6") INCH FREEBOARD MUST BE INCLUDED.

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.

ACCESS ROAD UPGRADE

ACCESS ROAD UPGRADE



TYPICAL SECTION

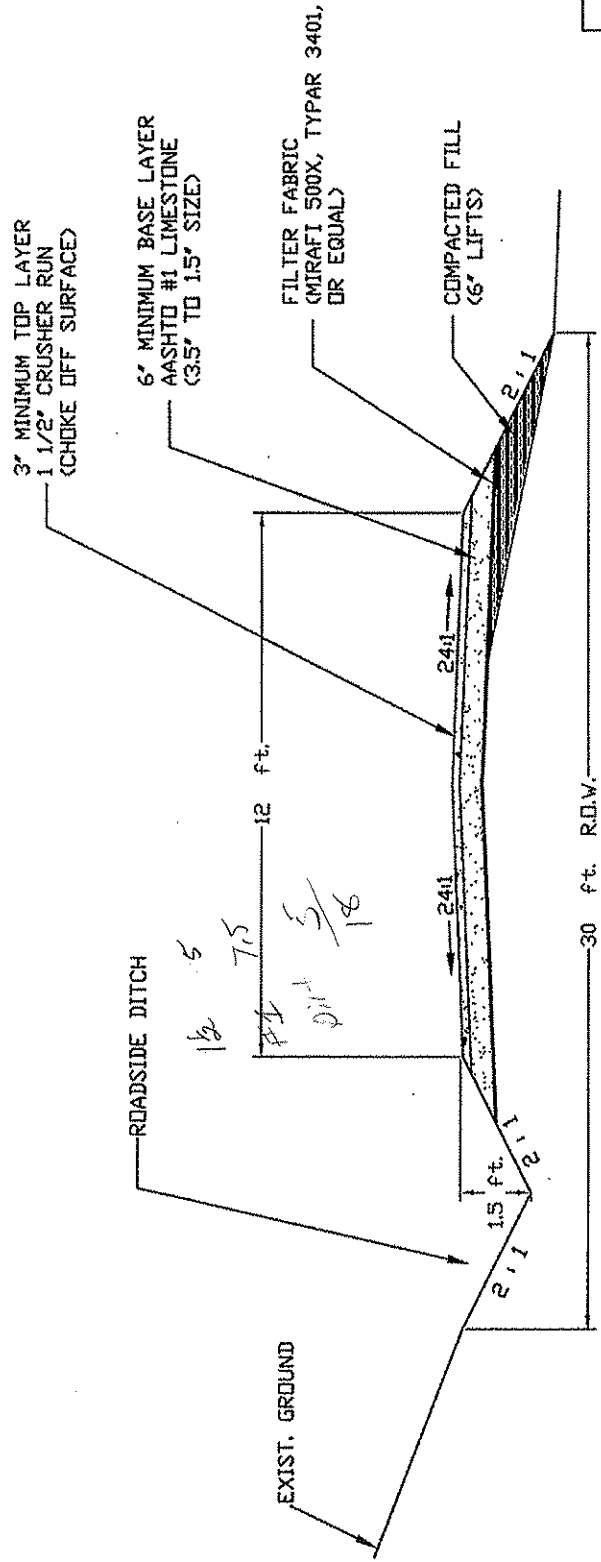
NOTES: THE EXISTING ROAD SHALL BE REGRADED, SHAPED, AND ROCKED AS NECESSARY TO MEET THESE SPECIFICATIONS.

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.

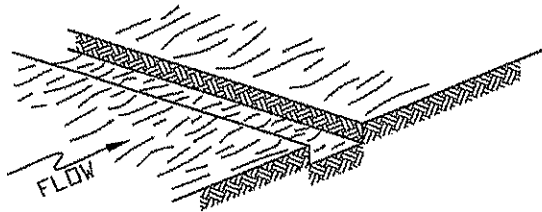
NEW ACCESS ROAD

NEW ACCESS ROAD

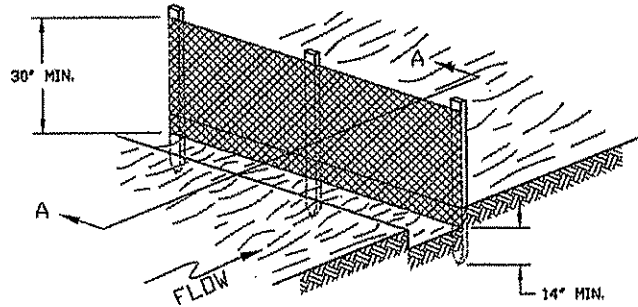


TYPICAL SECTION

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.

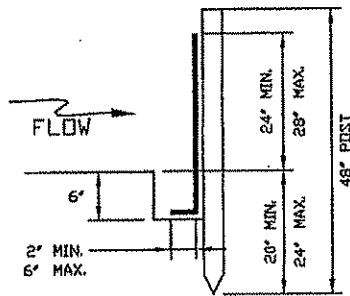


1. EXCAVATE 6" X 6" TRENCH

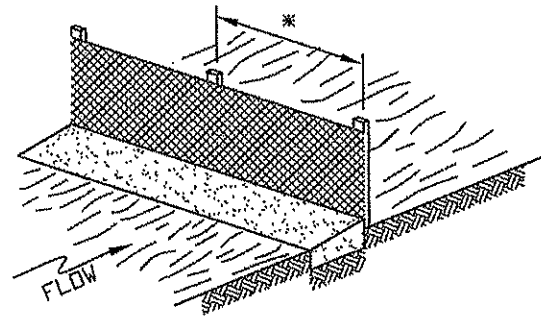


2. PLACE FENCE AT BACK EDGE OF TRENCH (FABRIC FACING DIRECTION OF FLOW)

3. DRIVE POST UNTIL FABRIC REACHES BOTTOM OF TRENCH

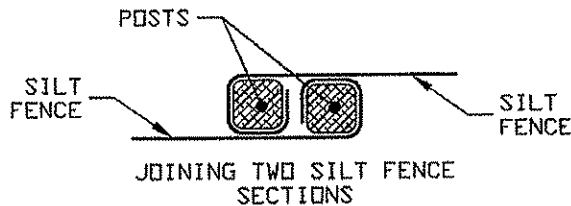


SECTION A-A



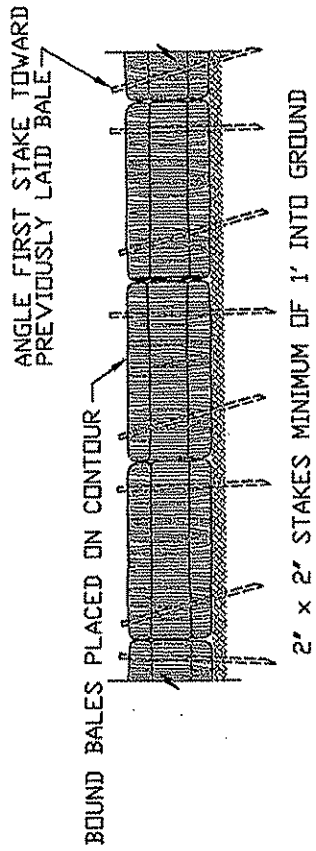
* SEE SPECIFICATIONS FOR REQUIRED POST SPACING.

4. FILL TRENCH WITH EMBANKMENT & TAMP

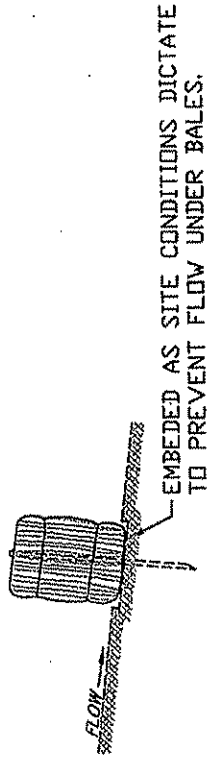


NOTE: WHEN MORE THAN ONE ROLL OF SILT FENCE IS USED, THE FENCE AT THE JUNCTION MUST BE PLACED SO THAT THE LAST POST OF THE FIRST RUN & THE FIRST POST OF THE SECOND RUN OVERLAP & ARE TIED TOGETHER.

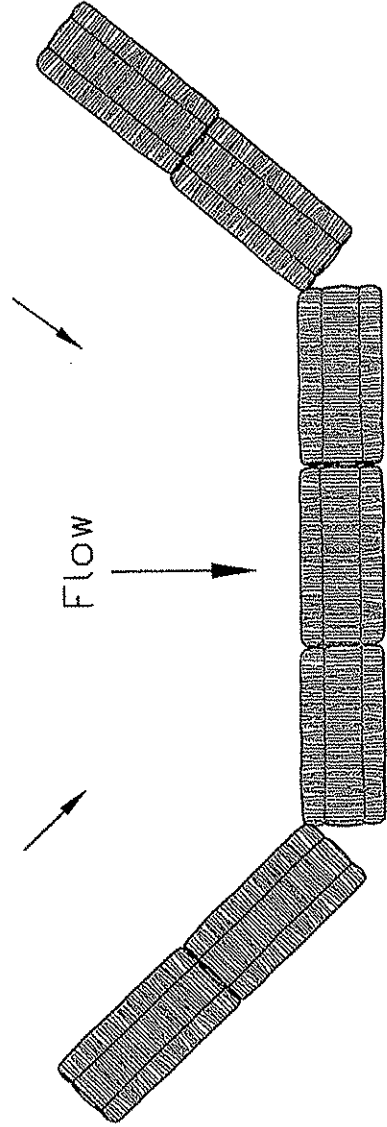
HAY/STRAW BALE DIKE
SEDIMENT CONTROL



ANCHORING DETAIL



END VIEW

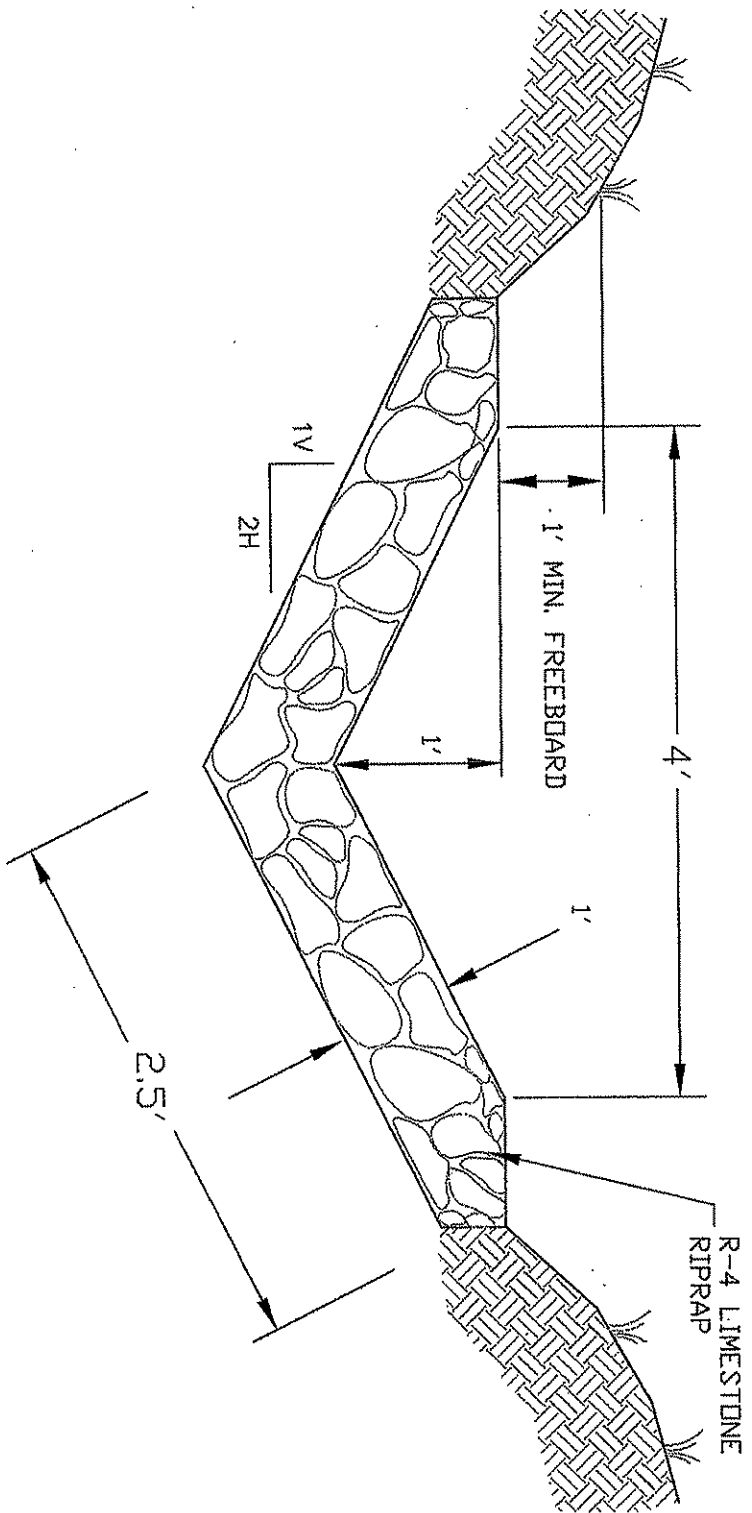


DESIGN TO FIT SITE CONDITIONS

SEDIMENT BARRIER
TOP VIEW

NOT TO SCALE

V - DITCH

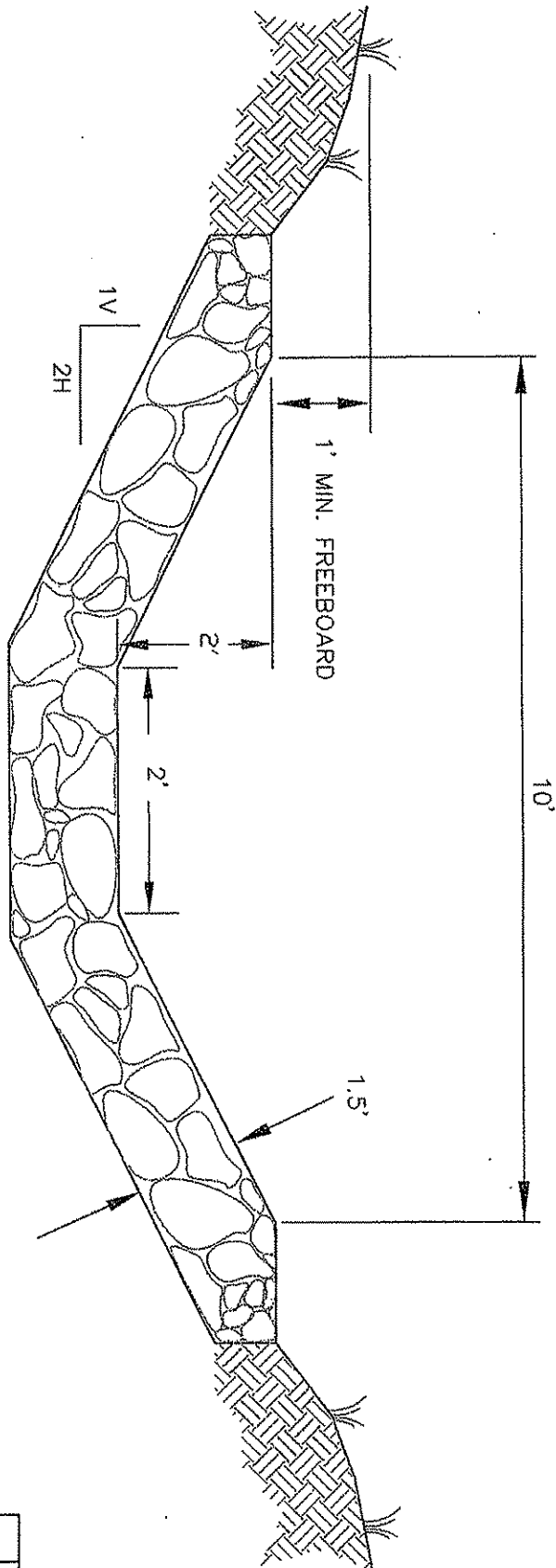


NOT TO SCALE
 PAYMENT SHALL BE FOR ACTUAL
 LENGTH OF DITCH CONSTRUCTED.

R-4 LIMESTONE RIPRAP (STANDARD) SHALL BE DURABLE ROCK PLACED IN A 10 FOOT BLANKET. UNLESS OTHERWISE NOTED, RIPRAP WILL BE OF 12 INCHES OR LARGER, THE REMAINING SEVENTY-FIVE (75%) TWENTY-FIVE (25%) OF THE ROCK WILL BE OF 12 INCHES TO MAXIMUM 9 INCHES) OF SUFFICIENT ROCK SMALL 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.

BUYER PAGE	CB-23 048
REQ. OR P.D. No.	DEF 14153
V - DITCH 4' WIDE	

TRAPEZOIDAL - DITCH



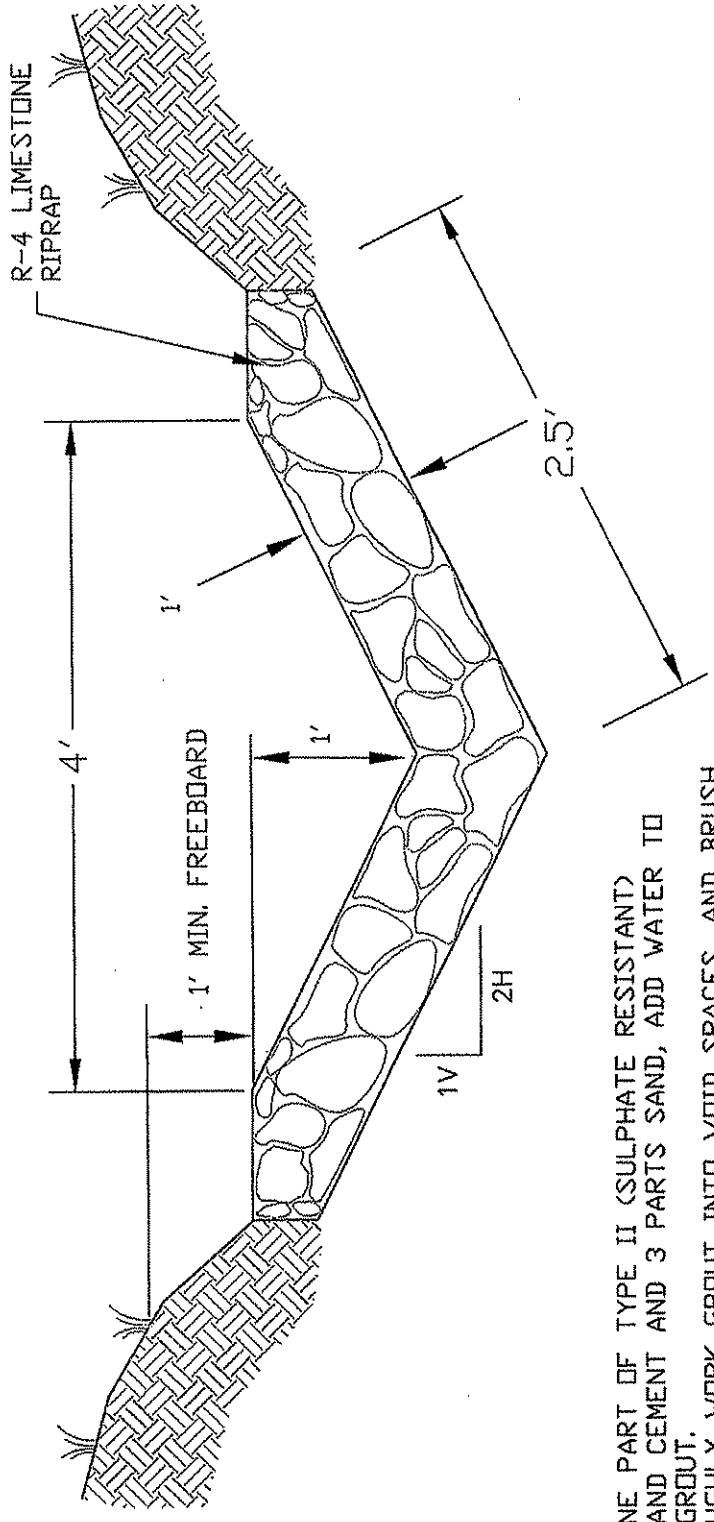
NOT TO SCALE
 PAYMENT SHALL BE FOR ACTUAL
 LENGTH OF DITCH CONSTRUCTED.

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.

BUYER PAGE	CB-23	049	TRAPEZOIDAL - DITCH
REQ. OR P.D. NO.	DEP 14153		

GRADED V - DITCH

GRADED V - DITCH

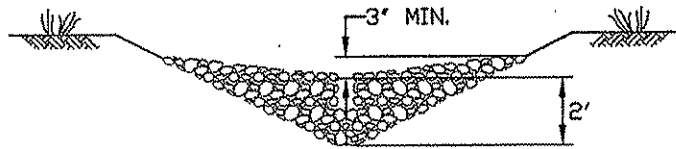


USE ONE PART OF TYPE II (SULPHATE RESISTANT) PORTLAND CEMENT AND 3 PARTS SAND, ADD WATER TO MAKE GROUT. THOROUGHLY WORK GROUT INTO VOID SPACES, AND BRUSH EXCESS GROUT OFF TOP OF RIPRAP STONES.

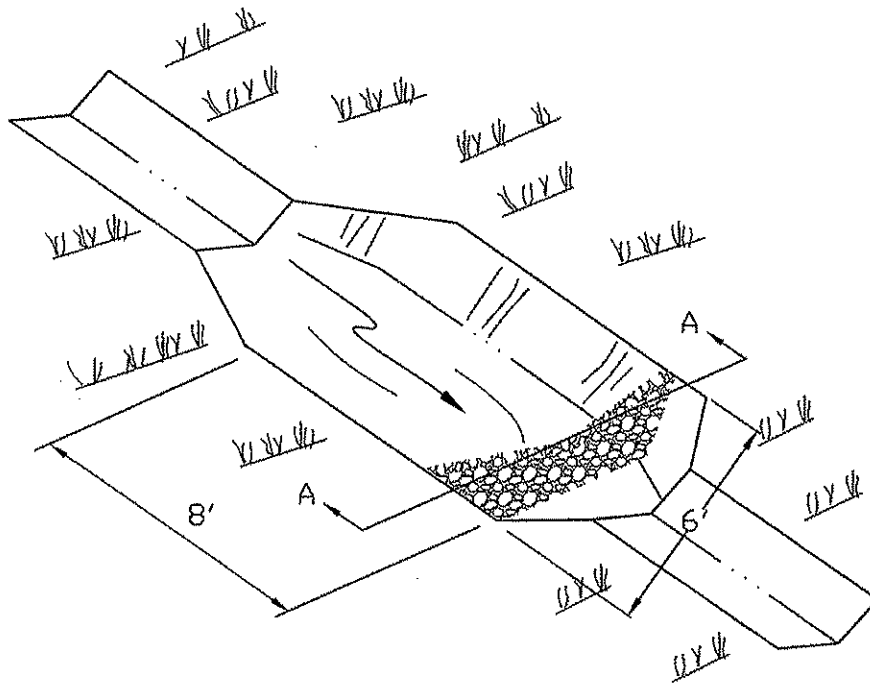
NOT TO SCALE

PAYMENT SHALL BE FOR ACTUAL LENGTH OF DITCH CONSTRUCTED.

R-4 LIMESTONE RIPRAP (STANDARD) SHALL BE DURABLE ROCK PLACED IN A 1.0 FOOT BLANKET. UNLESS OTHERWISE NOTED, RIPRAP SHALL BE OF 12 INCHES OR LARGER, THE REMAINING SEVENTY-FIVE (75%) TWENTY-FIVE (25%) OF THE ROCK WILL BE OF 9 INCHES TO MAXIMUM 9 INCHES) OF SUFFICIENT ROCK SMALL 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.

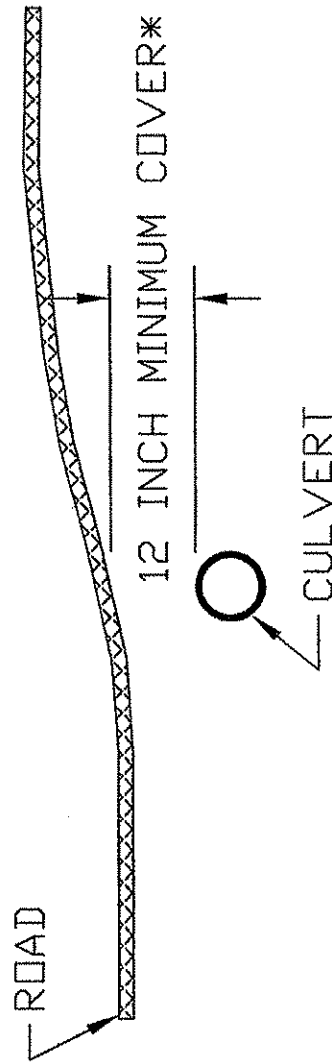
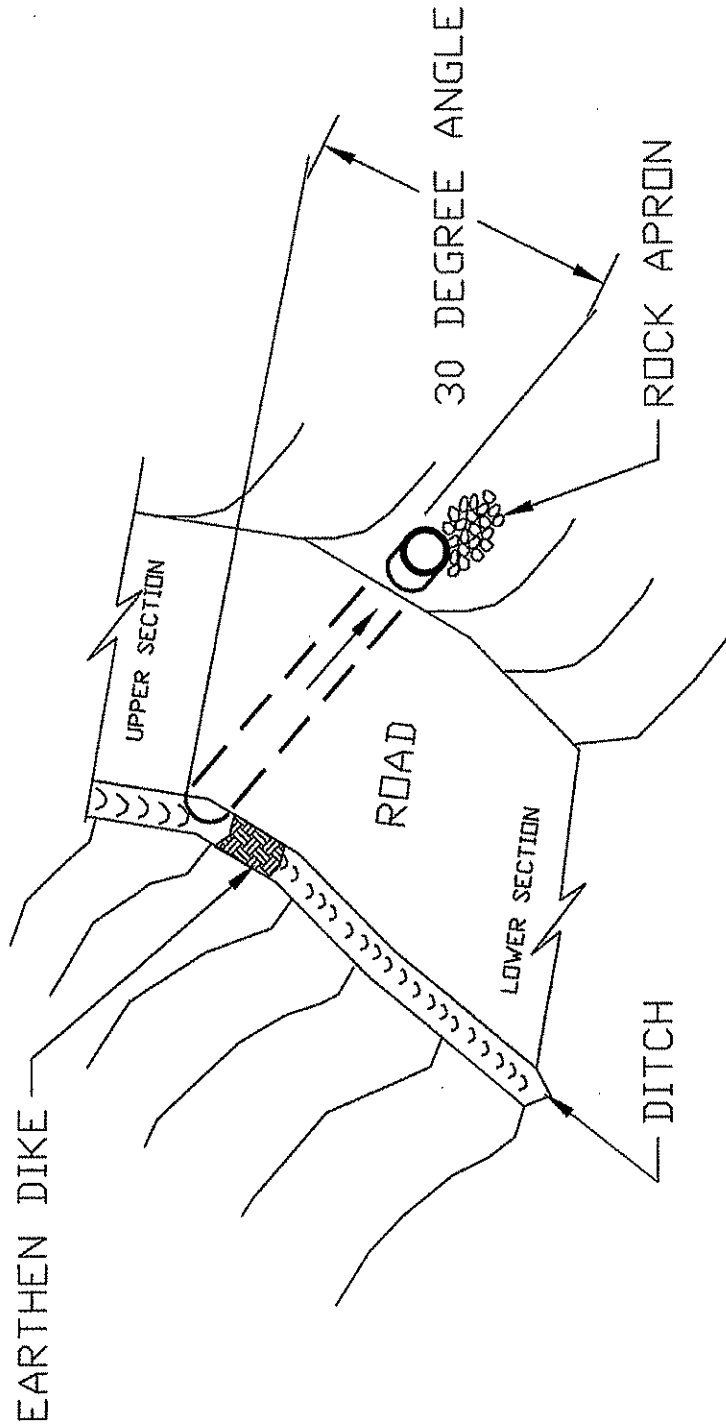


SECTION A-A



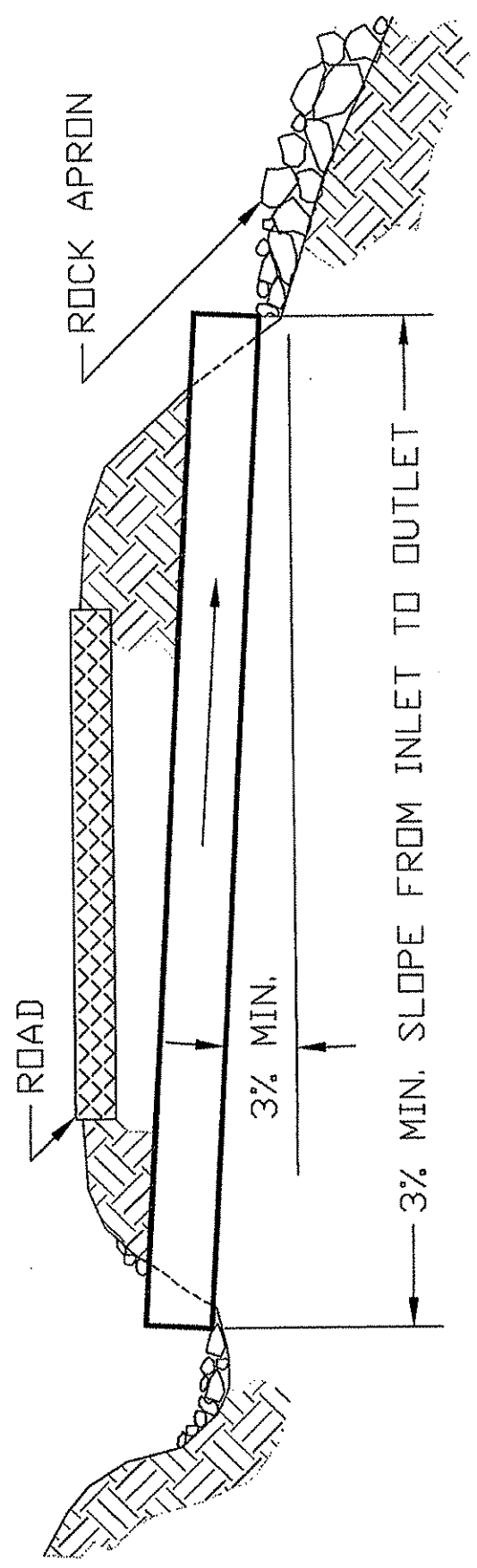
NOTE:
 THE SUMP MUST BE CLEANED WHEN 60% FULL.
 ROCK OR HAYBALES SHALL BE PLACED AT SUMP OUTLET.
 THE MINIMUM DITCH DEPTH IS 1.0', AND THE MINIMUM SUMP DEPTH IS 4.0'.

CULVERT INSTALLATION

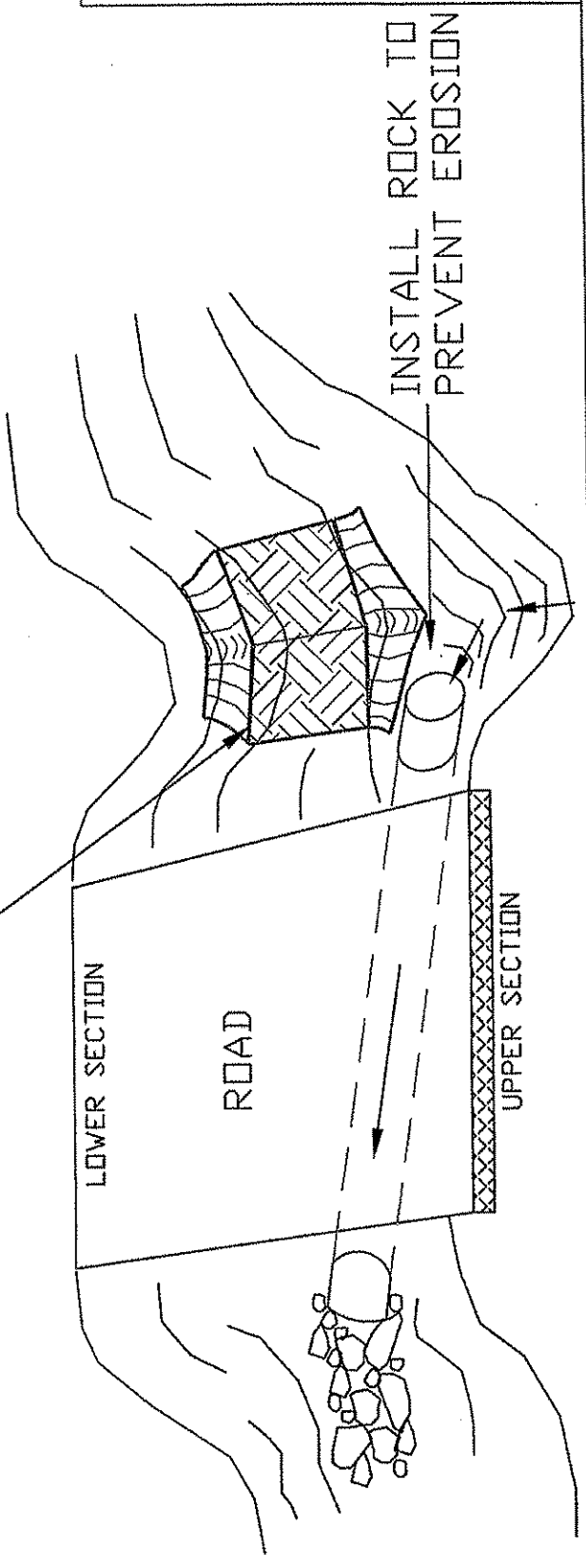


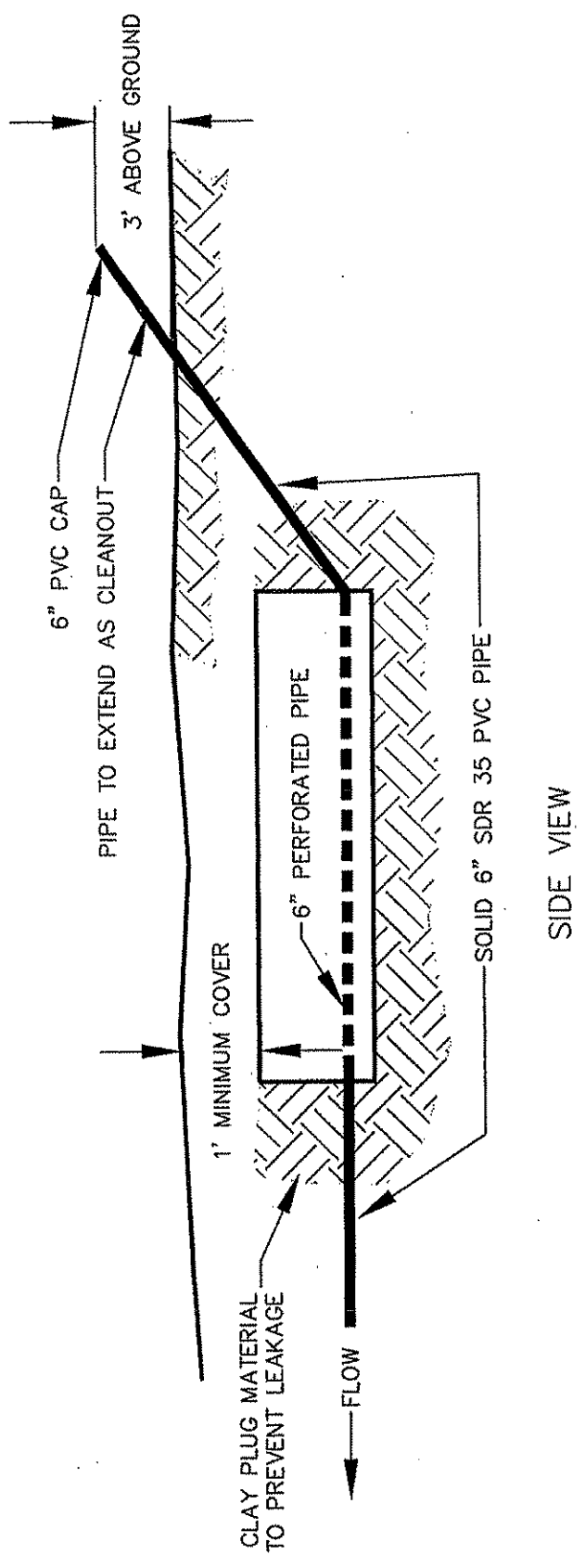
*OR 1/2 CULVERT DIAMETER, WHICHEVER IS GREATER.

CULVERT INSTALLATION



EARTHEN DIKE TO BE INSTALLED IN DITCH
LINE BELOW CULVERT INLET

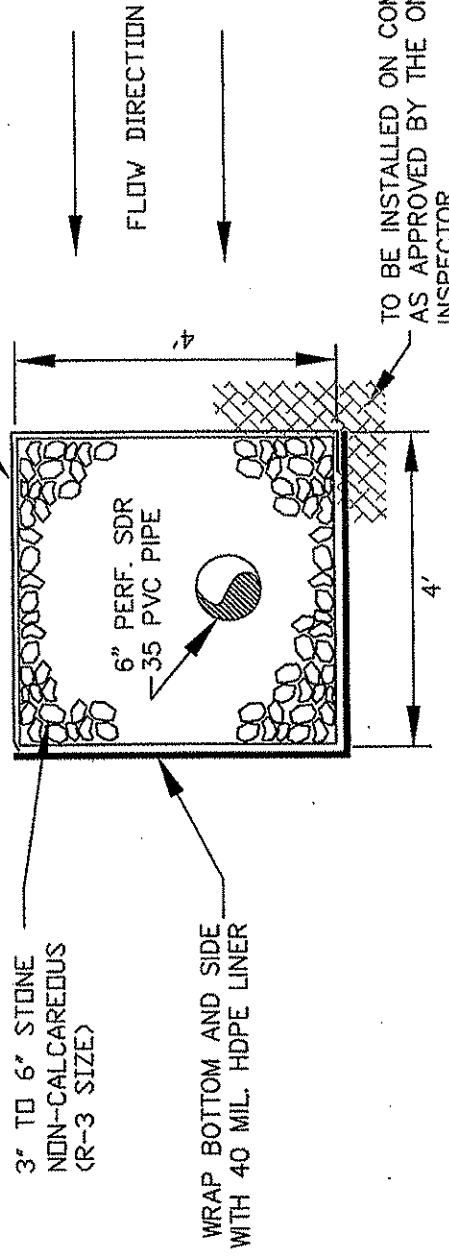




SIDE VIEW

NOT TO SCALE

WRAP WITH FILTER FABRIC (NONWOVEN)
TYPAR 3401 or EQUIVALENT



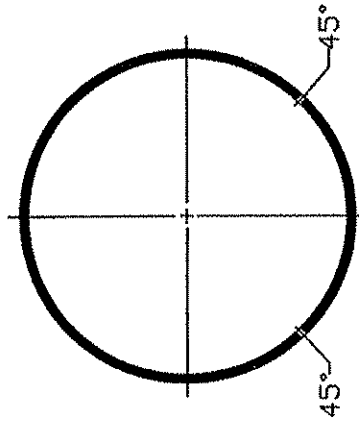
END VIEW

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.

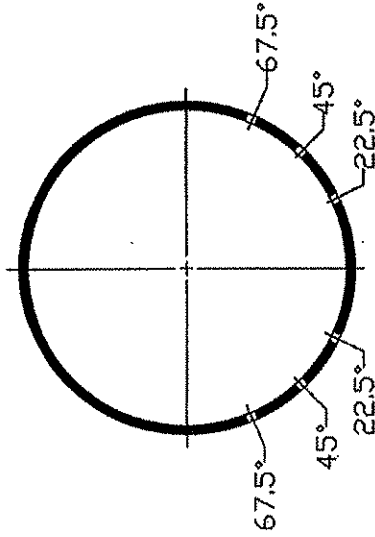
PIPE PERFORATION DETAILS



2, 4, & 6 INCH DIAMETER PIPE PERFORATIONS

HOLE SPACING SHALL BE 1/2 INCH DIAMETER FOR 2 & 4 INCH PIPE. USE 1 INCH DIAMETER HOLES FOR 6 INCH PIPE.

HOLE SPACING SHALL BE 4 INCHES ON CENTER ALONG THE LENGTH OF PIPE WITHIN SEEP COLLECTOR.

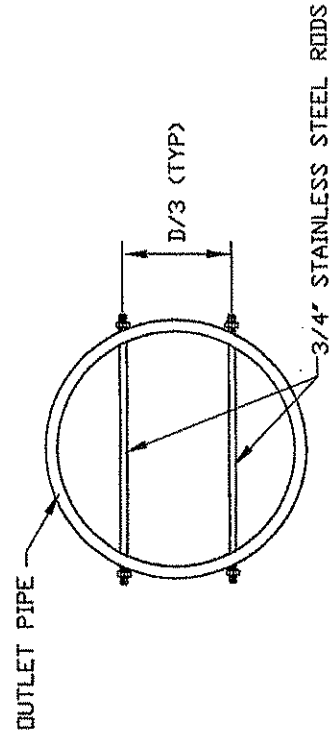


12 INCH DIAMETER PIPE PERFORATIONS

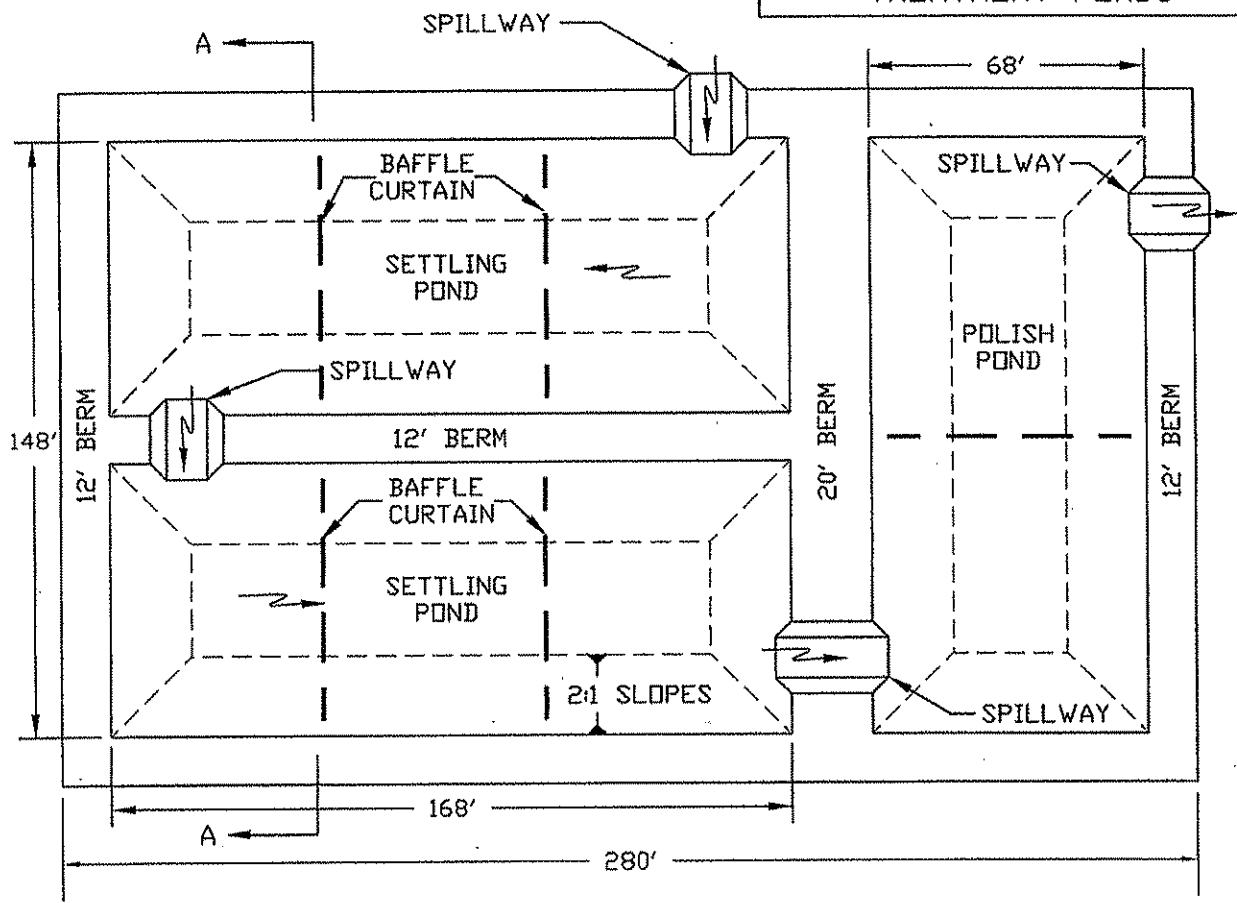
HOLE SPACING SHALL BE 6 INCHES ON CENTER ALONG THE LENGTH OF PIPE WITHIN SEEP COLLECTOR.

HOLE SPACING SHALL BE 1 INCH DIAMETER. HOLE SPACING SHALL BE 6 INCHES ON CENTER ALONG THE LENGTH OF PIPE WITHIN SEEP COLLECTOR.

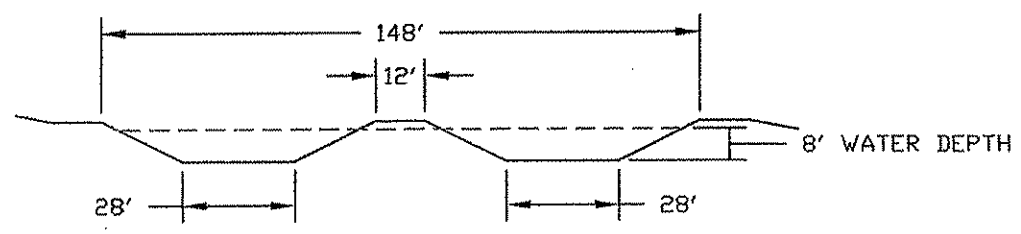
ANIMAL GUARD DETAILS



TREATMENT PONDS



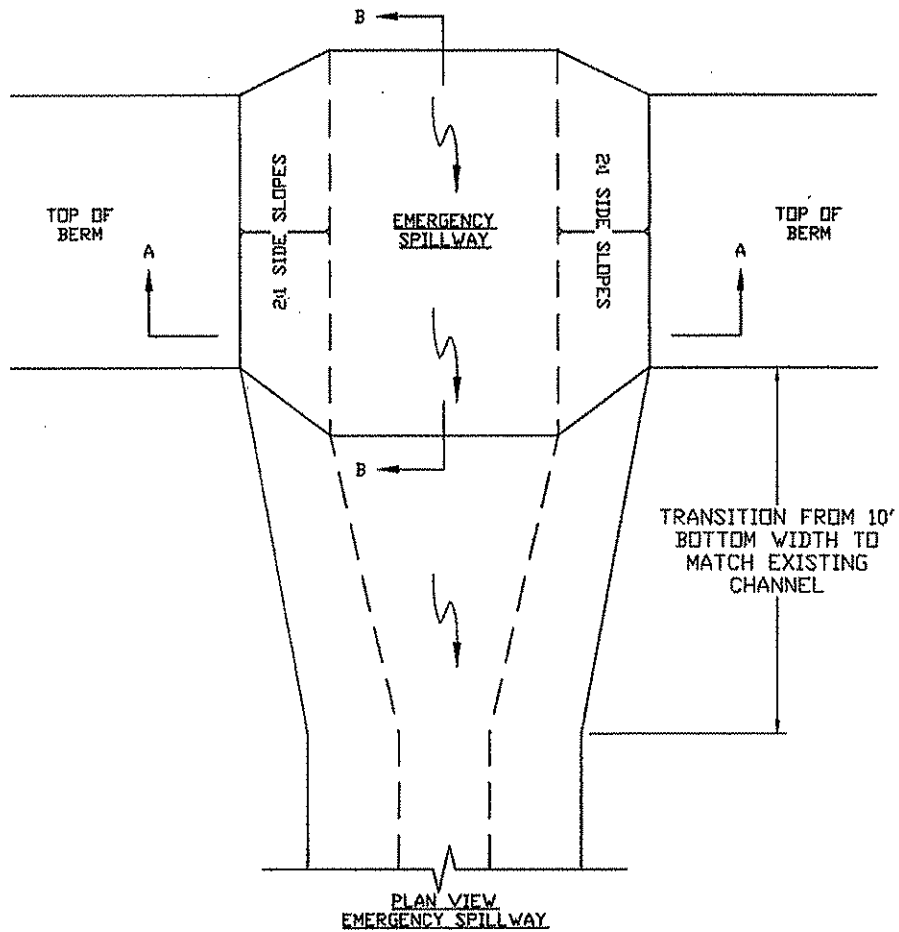
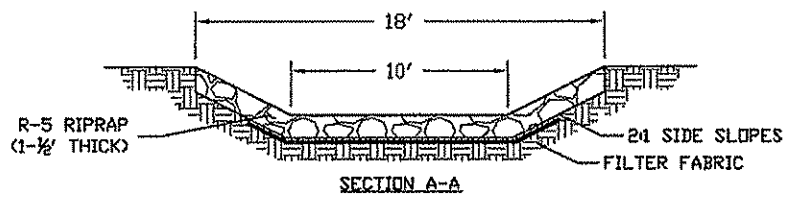
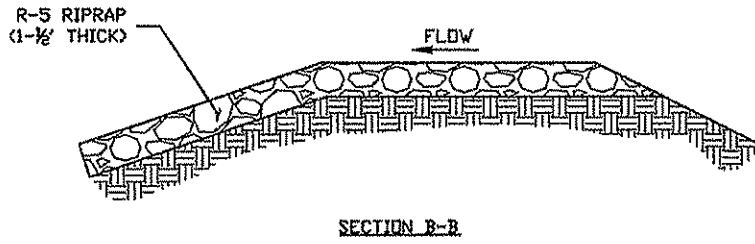
PLAN VIEW



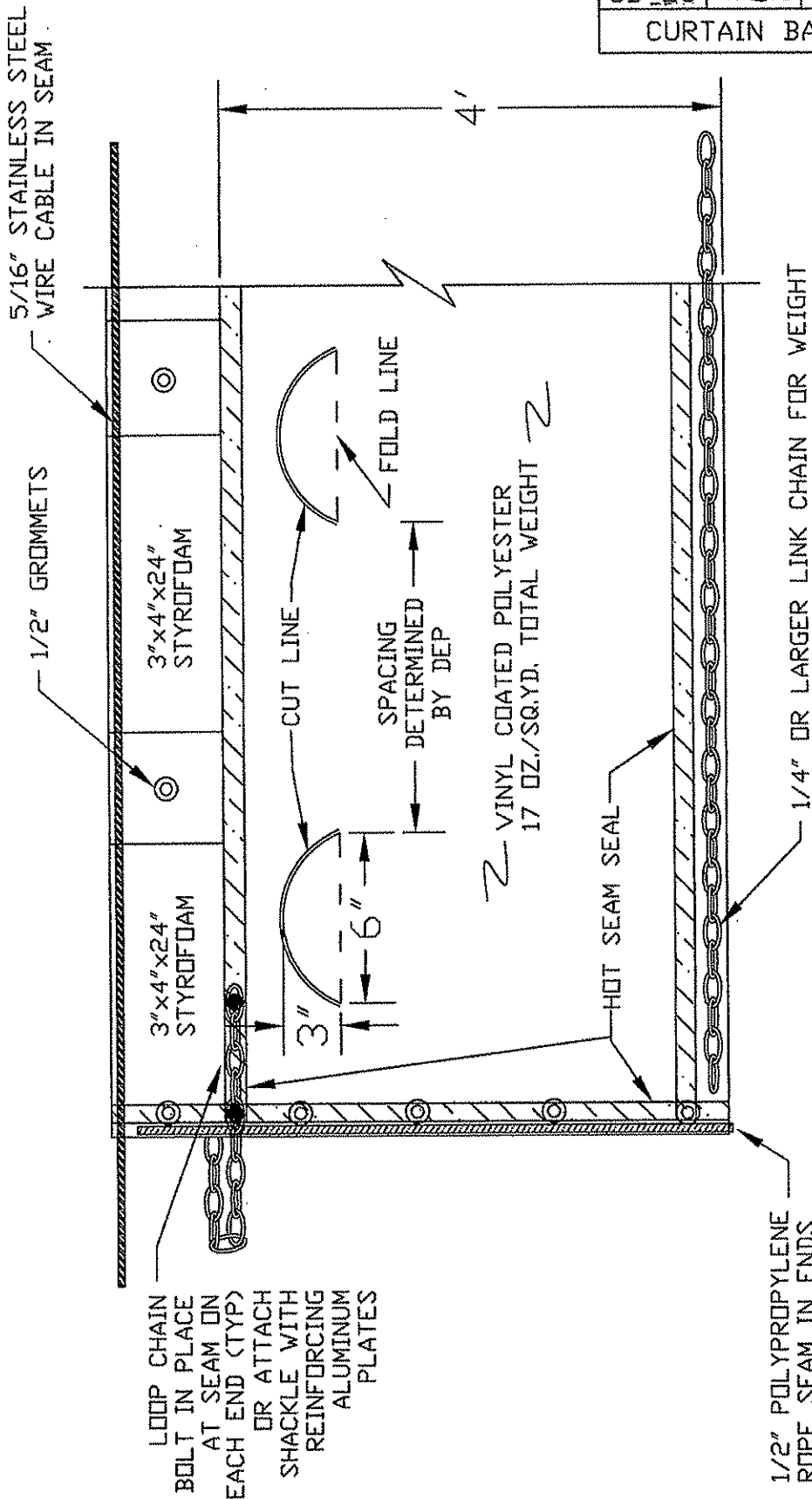
SECTION A

NOTE: THERE SHALL BE A MINIMUM OF 2' OF FREEBOARD ON THE TREATMENT PONDS, MAINTAIN A MINIMUM OF 3 INCHES DROP BETWEEN EACH POND WATER LEVEL.

SPILLWAY

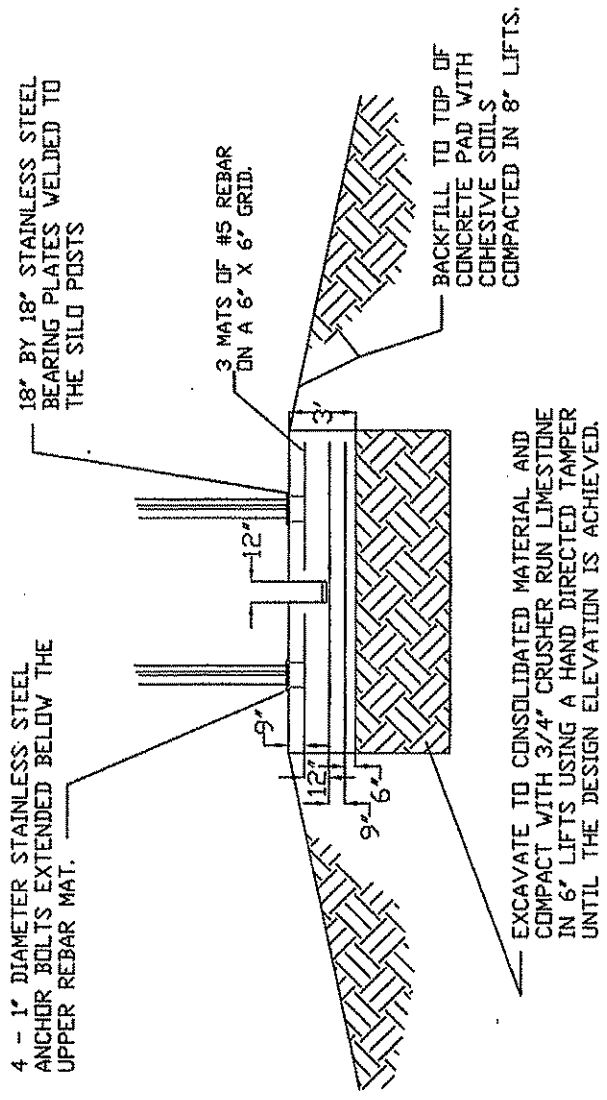


CURTAIN BAFFLE DETAIL



NOTE: THE CABLE MUST EXTEND 10 FEET PAST THE BAFFLE MATERIAL ON EACH END. THE OPENINGS SHALL BE CUT IN THE CURTAINS ON-SITE AT THE DIRECTION OF THE ON-SITE REPRESENTATIVE.

FOUNDATION DETAILS



CROSS -SECTION B-B'

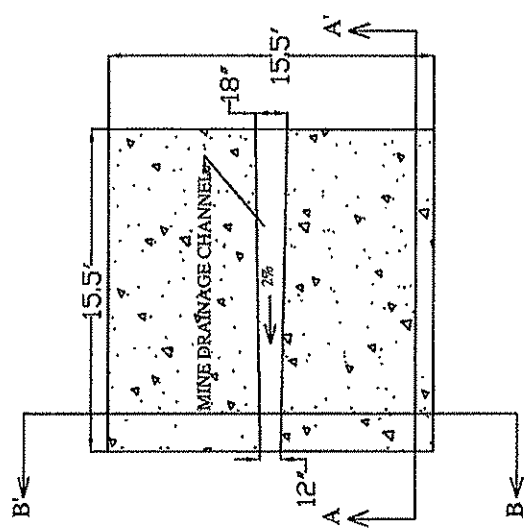
MOUNTING PLATE DETAILS

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

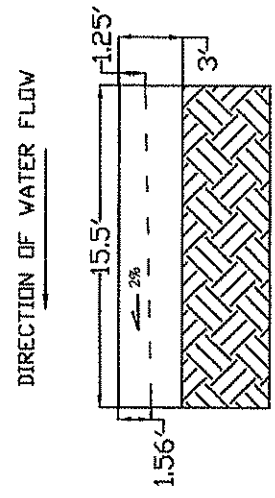
STAINLESS STEEL PLATES ARE 18" BY 18" BY 1" THICK

HOLE ARE 1 1/8" IN DIAMETER.

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

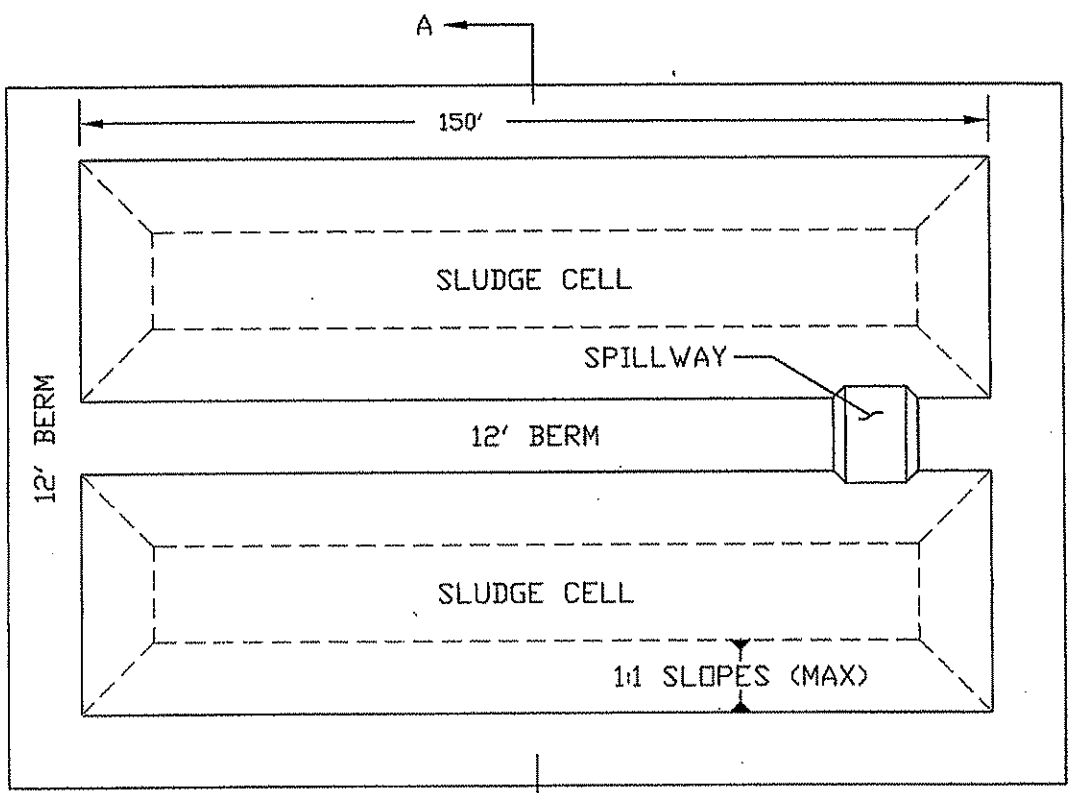


PLAN VIEW

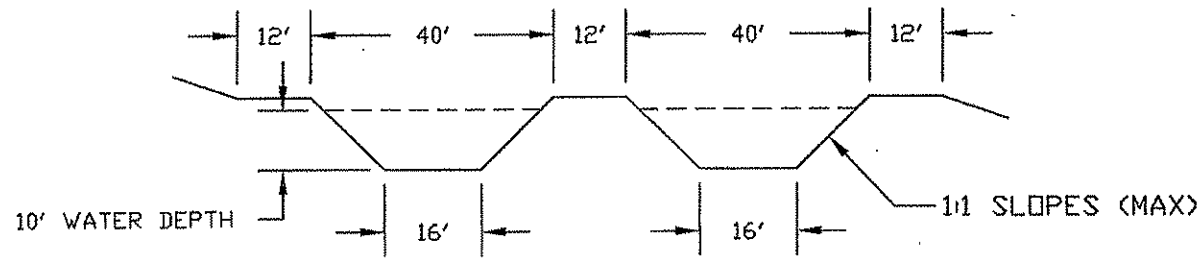


CROSS -SECTION A-A'

SLUDGE CELL DETAIL



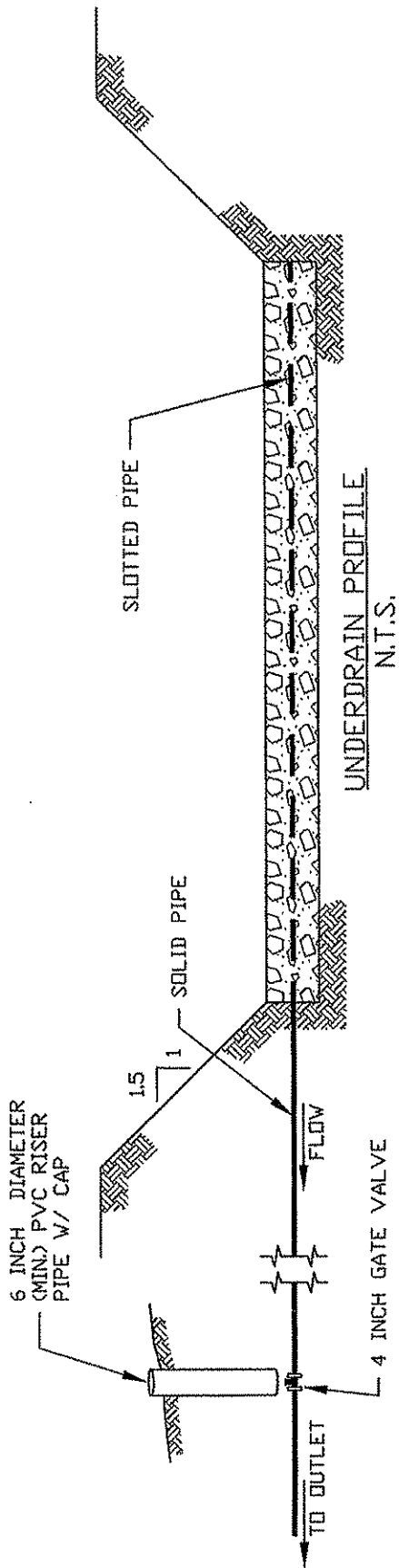
PLAN VIEW



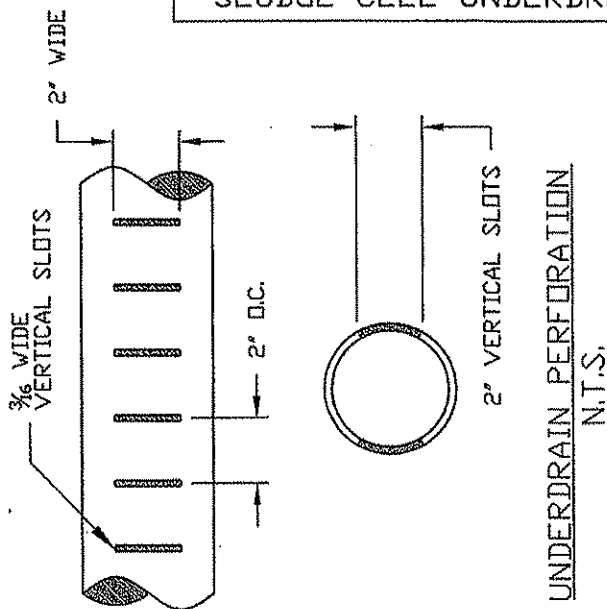
SECTION - A

NOTE: THERE SHALL BE A MINIMUM OF 2' OF FREEBOARD ON THE SLUDGE CELLS.

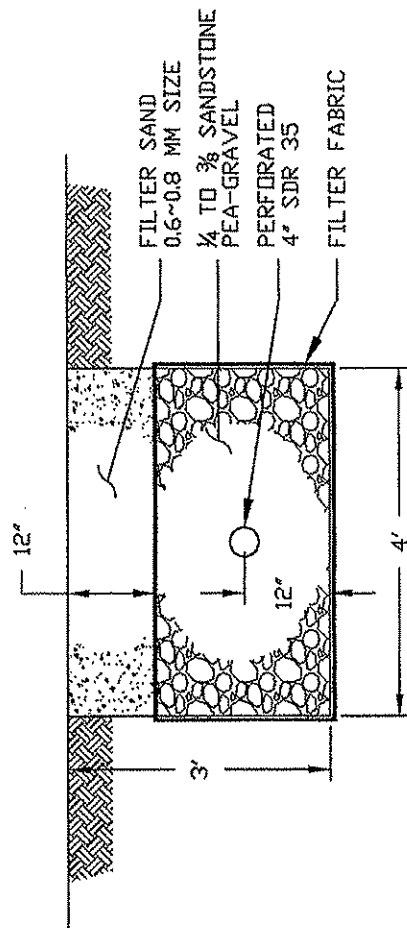
SLUDGE CELL UNDERDRAIN



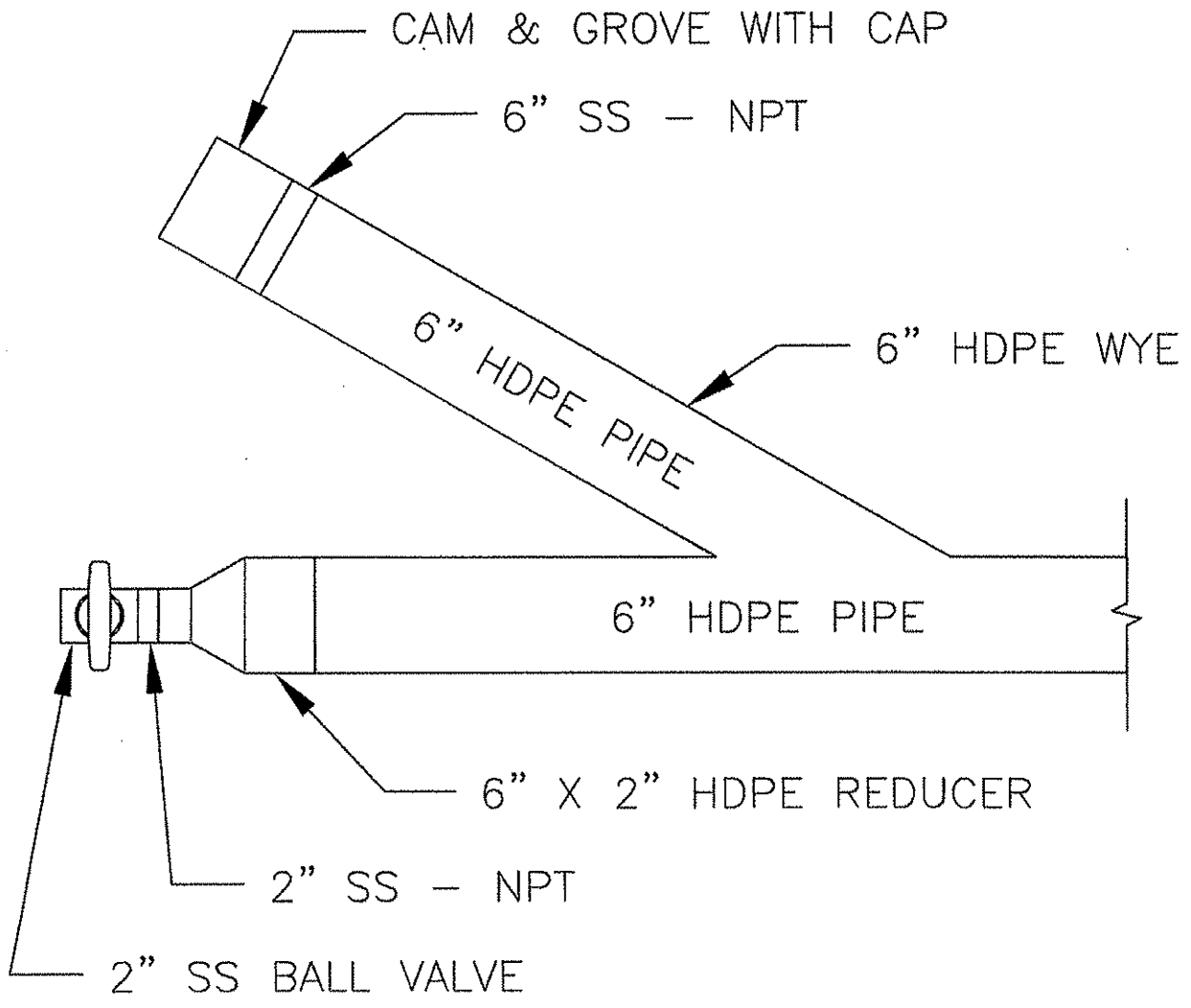
UNDERDRAIN PROFILE
N.T.S.



UNDERDRAIN PERFORATION
N.T.S.



UNDERDRAIN
CROSS SECTION
N.T.S.



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.

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.

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.

Pipe invert shall be held at the minimal slope from the seep collector to the manhole. The 6" pipe invert will be held 6" above the 4" pipe in the manhole bottom.

The 4" pipe will be held at the treatment building finished floor.

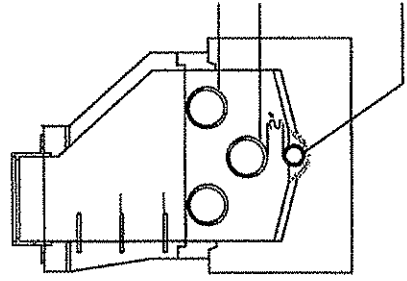
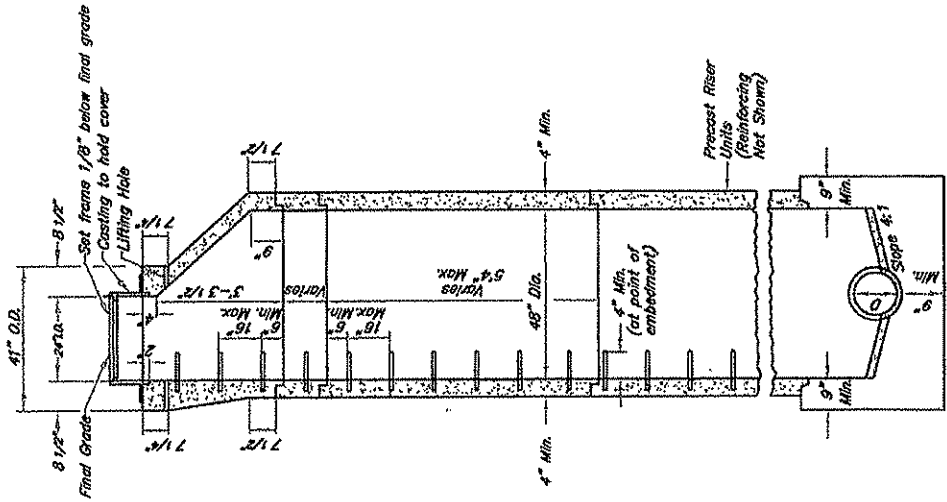
Two six inch pipes from seep collectors will enter the manhole. Two outlet pipes: one 4 inch HDPE pipe to be used as the drive line to the dosing unit. The second pipe shall be a 6 inch HDPE pipe to the concrete channel.

The invert of the 6 inch outlet pipe shall be two inches higher than the top of the 4 inch drive line.

2-6 inch inlet pipes

6 inch outlet pipe

4 inch drive line



STANDARD DETAIL
TYPE A MANHOLE
Pre-Cast

BUYER CB-23	PAGE 028	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

Woven wire fence fabric shall be used (10-47-6-11).
One strand of barbed wire shall be placed 3 inches above the top strand of the woven wire.
Use gate specifications for placing gates in fence line.
Line posts shall be spaced a maximum distance of 16 feet.
No fence curvature is anticipated.
Line posts shall have a minimum length of 7 feet.
Posts may be driven, tamped, or set in concrete as necessary.
In the event concrete is used, the top of concrete will be held a min. of 6" below the finished ground level.
Payment of this item shall be for the measured length installed.

33.0 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.

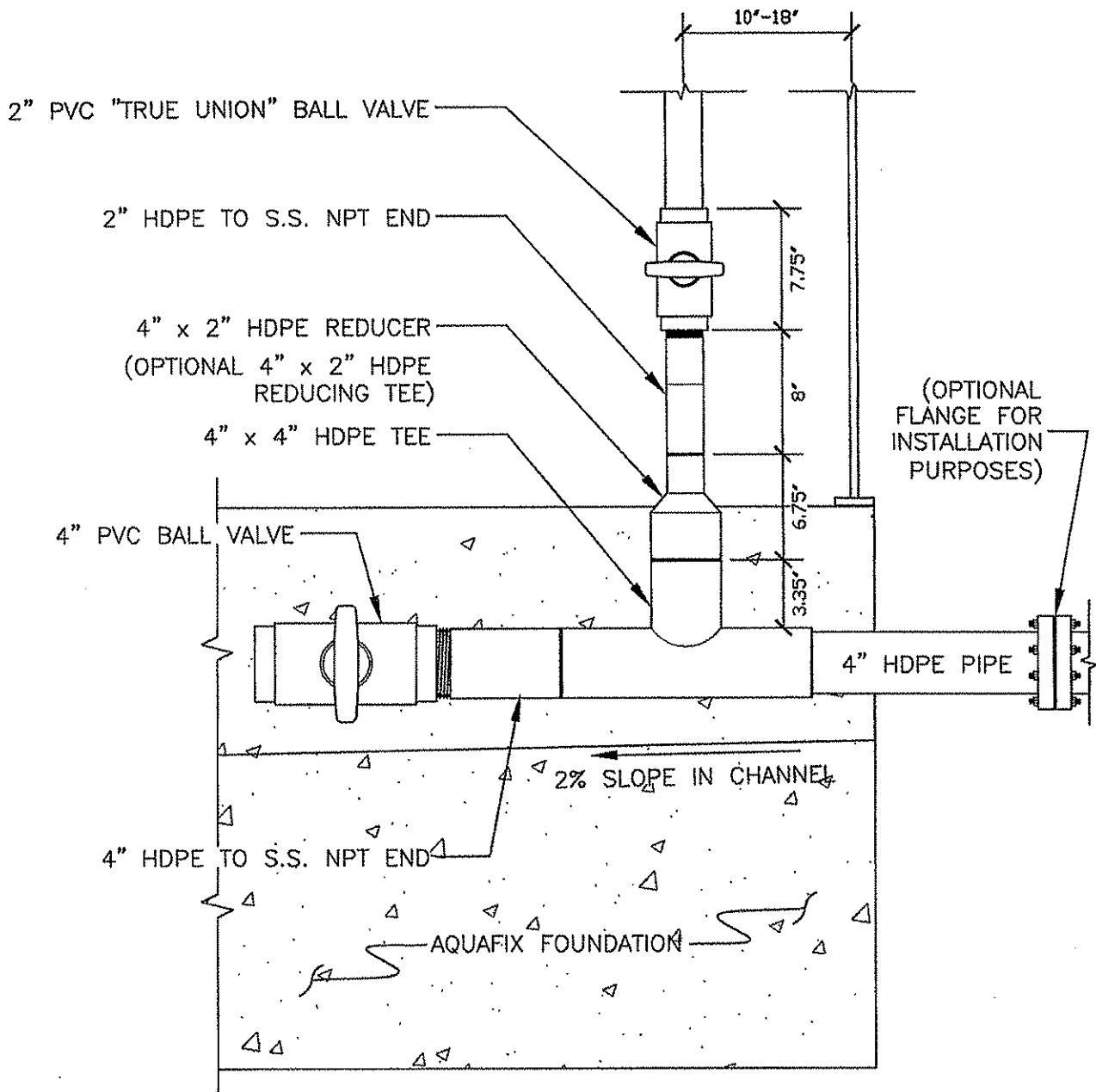
Gate posts shall be a minimum 6-inch top diameter or square and 8 ft. long.

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.

The gates shall be five (5) 12 ft., two (2) inch diameter heavy duty pipe gates or equivalent, and one (1) 4ft., two (2) inch diameter heavy duty pipe gates or equivalent. 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. Lump sum payment shall be made at the completion of installation and acceptance by the DEP.

DRIVE LINE SCHEMATIC



NOT TO SCALE

FENCE SPECIFICATION

End, Corner or Intermediate Posts
 6" Min. Dia.,
 8' Min. Length

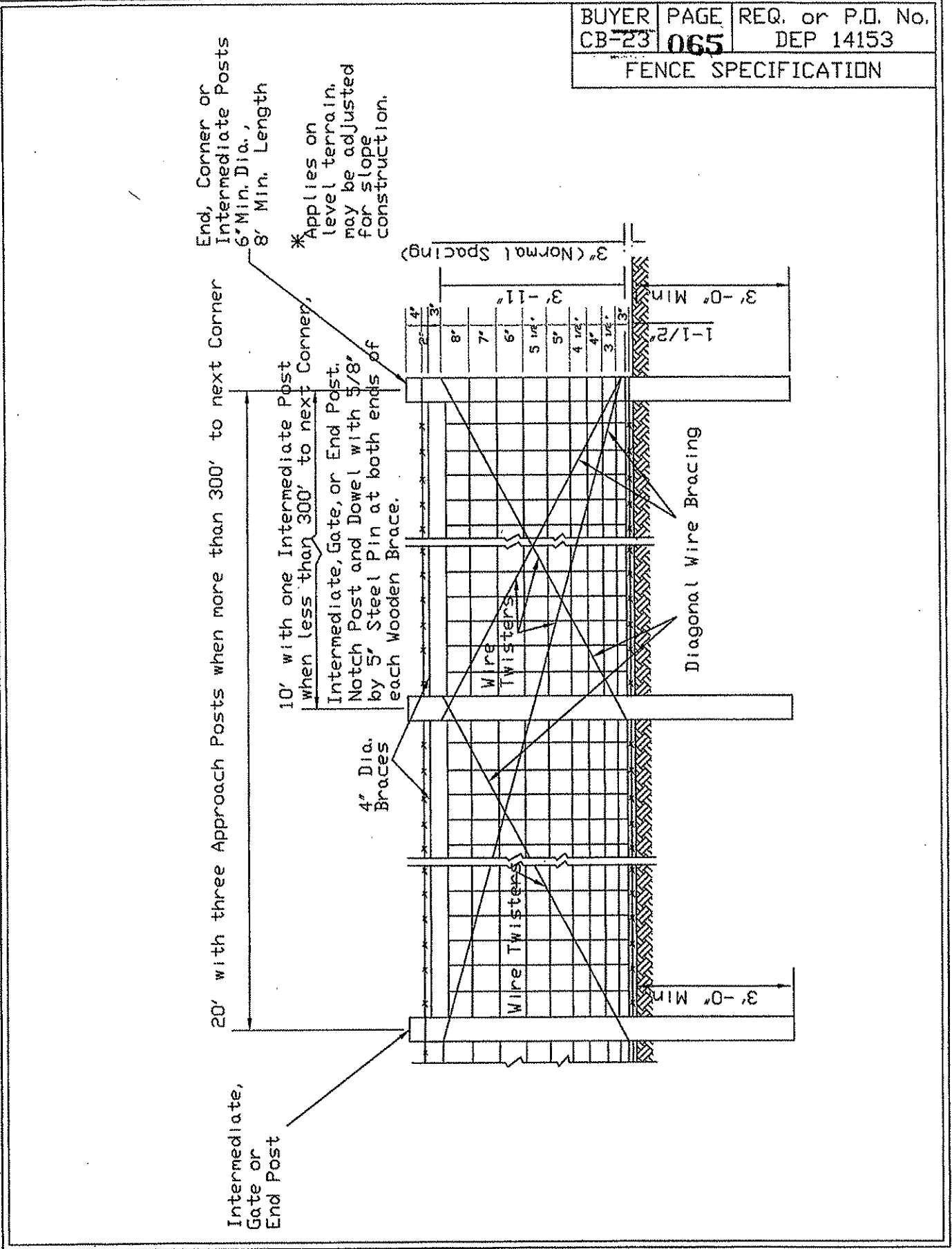
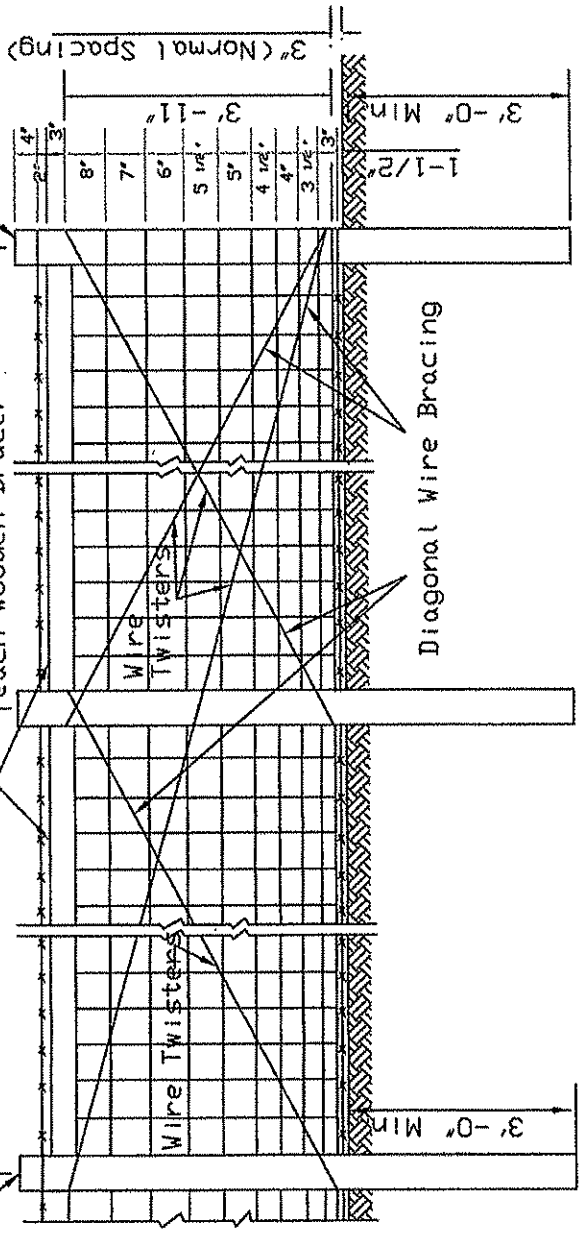
* Applies on level terrain. may be adjusted for slope construction.

10' with one Intermediate Post when less than 300' to next Corner, Intermediate, Gate, or End Post.
 Notch Post and Dowel with 5/8" by 5" Steel Pin at both ends of each Wooden Brace.

20' with three Approach Posts when more than 300' to next Corner

Intermediate, Gate or End Post

4" Dia. Braces



FENCE SPECIFICATION

NOTES:

Posts and braces may be either round or square shaped. Dimensions shown on the Plans are for round posts and braces only. When square posts are used, line posts shall be 3' square (min.); braces 6' square (min.); corner, end, pull, gate, approach, and intermediate posts 6' square (min.).

The positioning of the fence fabric and barbed wire on the posts, as shown on the "Typical Fence Section" detail, applies for level and gentle sloping terrain. For fence erected on slopes, the positioning may be adjusted to meet the slope conditions as long as the adjustment is continued from post to post in a uniform manner.

Trenching on slopes may be warranted. In slopes, posts will continue to be erected vertically, unless otherwise directed, and the ends of the fencing fabric shall be cut on a skew as may be necessary for proper connection to the posts.

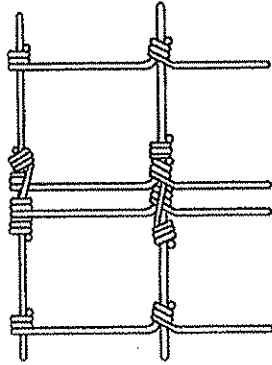
Dumped rock channel protection will be used at channel crossings when called for on the plans.

Install drainage structure terminal installations as called for on the plans and/or as shown on typical fence details.

Unless otherwise specified, or directed by the Engineer, the farm field fence may be installed with the fence fabric and barbed wire positioned on either side of the fence designated herein as to type or dimensions, shall conform to the applicable requirements of WVDH Section. 608 of the Specifications and shall be of good quality commercial design acceptable to the Director or Representative.

In lieu of the barbed wire detailed herein, the following additional types are acceptable, provided they retain the 1/4-point barb at 5-inch centers' requirement and provided they meet or exceed the strength and coating requirements for the standard, 12-1/2 gage, barbed wire as called for in 712.10 of the WVDH Specifications:

- (a) stranded, 15-1/2 gage, high carbon steel barbed wire.
- (b) one-strand, 12 gage, steel barbed wire.



Note: Type FM-4-5 Nicopress Dual Sleeve Wire Splices, or other equal sleeve splices approved by the Engineer, may be used in lieu of the above wrapped wire splices.

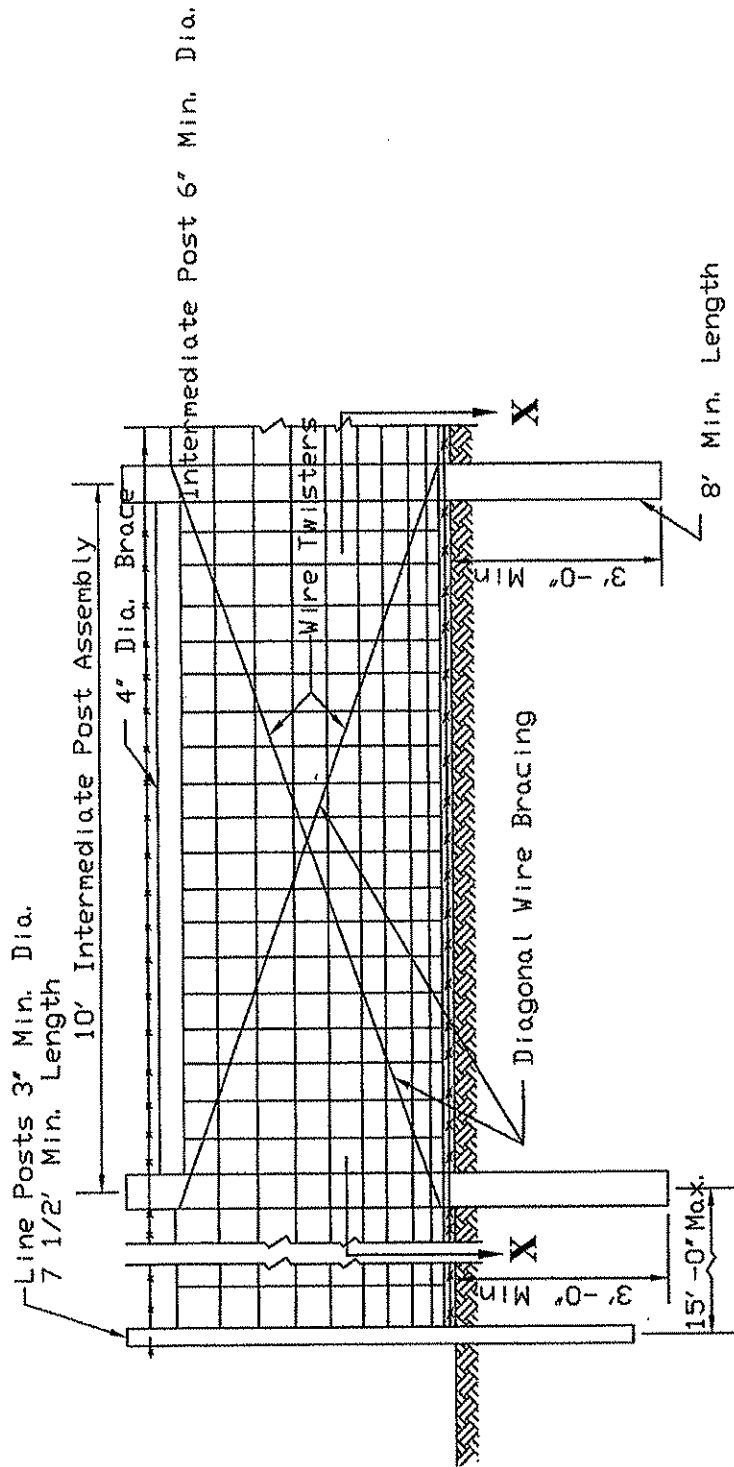
TYPICAL WIRE FENCE SPLICE

BUYER
CB-23

PAGE
067

REQ. or P.O. No.
DEP 14153

FENCE SPECIFICATION



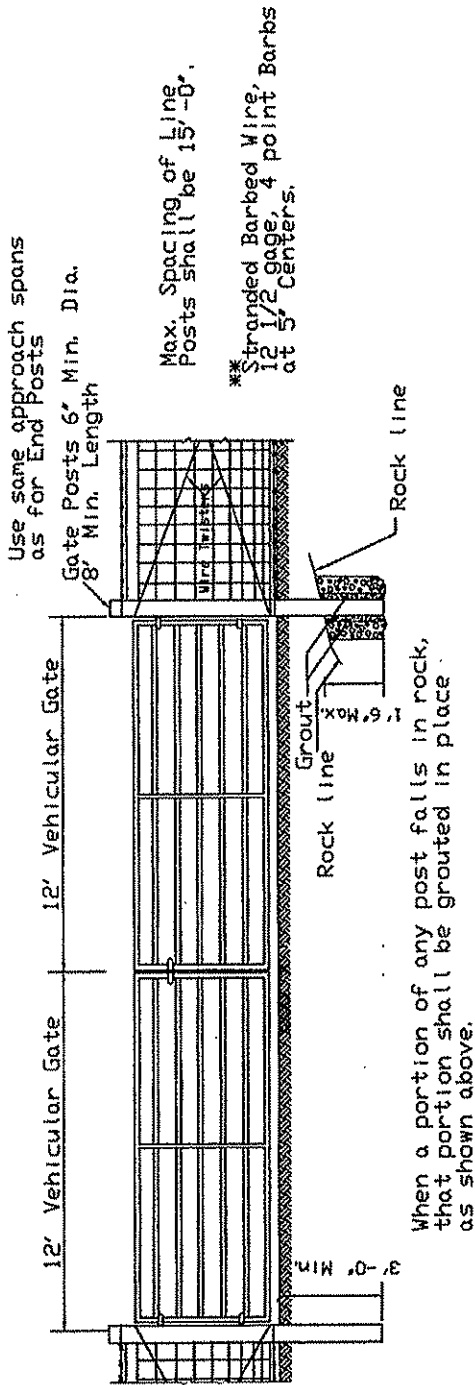
Not Less Than 3 Twists Tightly Wrapped



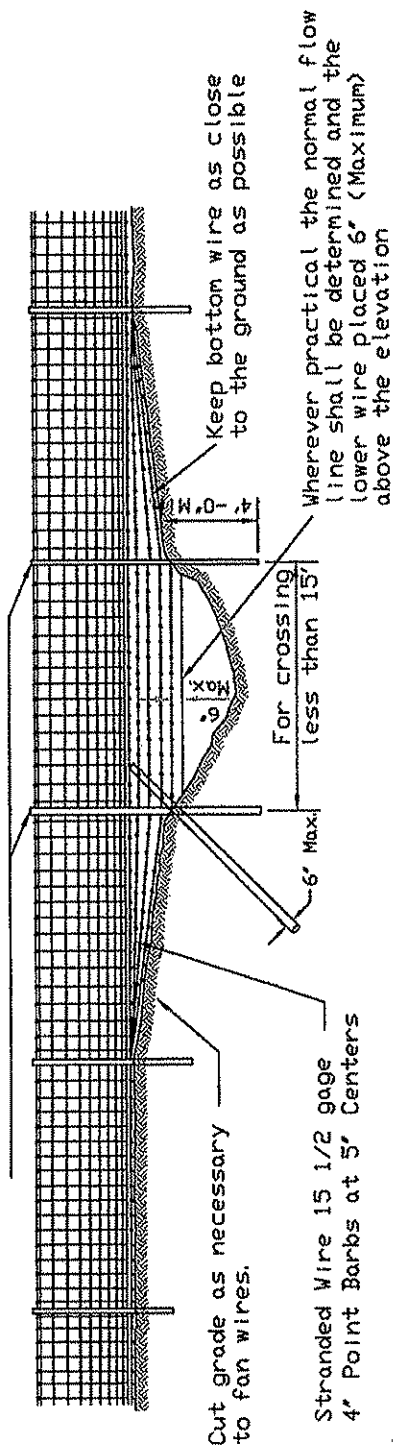
VIEW X - X

(Connection of Fencing Fabric to Intermediate Assembly Posts)

FENCE SPECIFICATION



Line Posts: 3" Min. Dia. up to and including heights 6.5' above ground line.



DETAIL SHOWING TYPICAL SECTION AT MINOR DEPRESSIONS AND WET WEATHER CROSSINGS

STATE OF WEST VIRGINIA
Purchasing Division

071

PURCHASING AFFIDAVIT**VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

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

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

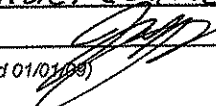
LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Accl. Construction Inc.
Authorized Signature:  Date: 3/25/09



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

STATE OF WEST VIRGINIA,
COUNTY OF Grant, TO-WIT:

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

- 1. I am an employee of ALL. Construction Inc.; and,
(Company Name)
- 2. I do hereby attest that A.L.L. Construction Inc.
(Company Name)

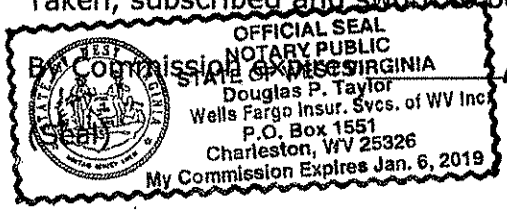
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5.**

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

A.L.L. Construction Inc.
(Company Name)

By: [Signature]
Title: VP
Date: 3/25/09

Taken, subscribed and sworn to before me this 25th day of MARCH.



16/19
[Signature]
(Notary Public)

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