



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
 DEP14876

PAGE
 1

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

VENDOR
 *709060417 304-984-1115
 CARPENTER RECLAMATION INC
 PO BOX 13015
 SISSONVILLE WV 25360-0015

SHIP TO
 ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/01/2010				

BID OPENING DATE: 02/23/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE FAYETTE CO. LANDFILL SITE REHABILITATION PROJECT TO DISTRIBUTE THE PRE-BID SIGN IN SHEETS FROM THE MANDATORY PRE-BID MEETING HELD 01/21/2010. NO Q/A RESULTED FROM THAT MEETING. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 02/23/2010 AT 1:30 PM. ***** NO OTHER CHANGES ***** RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14876 *****						TOTAL: \$1 386,440.00

RECEIVED
 2010 FEB 23 AM 11:35
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Kelley Carpenter* TELEPHONE: 304 984 1115 DATE: 2/23/10
 TITLE: *President* FEIN: 550693493 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

INSTRUCTIONS TO BIDDERS

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14876 Bid Date: 2/23/10
 Project: Fayette Co. Landfill Erosion Pre-Bid Date: 1/21/10

Name : Mark Church
 Company: WV-DEP
 Address: 717A Main St.
Summersville, WV 26451
 Phone #: 304-545-0793
 Fax # : 304-872-3800
 Email : mark.a.church@wv.gov

Name : BASIL CARPENTER
 Company: BASIL CARPENTER & INC
 Address: 637 Call Rd
Phos WV 25312
 Phone# : (304) 546-1601
 Fax # : " 984-3528
 Email : Basil.Carpenter@AOL.com

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO
 Address: 511 50th STREET
CHAS WV 25304
 Phone #: 304 925 0253
 Fax # : " 925 9230
 Email : Jody.Maye.AOL.com

Name : Mike Shick
 Company: Able Construction LLC
 Address: HC 82 Box 203-A
MARLINTON WV 24954
 Phone# : 304-799-4630
 Fax # : 304-799-4630
 Email : ableconstructionllc@yahoo.com

Name : Jeff Cooper
 Company: Wastefan Inc
 Address: Rt 2 Box 35B
Pocah WV 25159
 Phone #: 304-755-8448
 Fax # : 304 755-1099
 Email : jccooper@wastefan.com

Name : Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO Box 13615
Sissonville, WV
25360
 Phone# : 304-984-1115
 Fax # : 984-2770
 Email : Rcarp@net3@aol.com

Name : DAVID WARE
 Company: ORANGE CONST. CORP.
 Address: 170 OLD CHEAT RD.
MORRISTOWN, WV 26505
 Phone #: (304) 291-6765
 Fax # : (304) 291-6975
 Email : ORANGE CONST. @AOL.COM

Name : ELI TESTERMAN
 Company: Alliance Consulting
 Address: 124 Philpott Ln
Beaver WV 25813
 Phone# : 304 255 0491
 Fax # : 4232
 Email : 731-0191

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14876 Bid Date: 2/23/10
 Project: Fayette Co. Landfill Erosion Pre-Bid Date: 1/21/10

Name : EASTMAN Arnold
 Company: ANN HANDELL
 Address: PO Box 4108
CHARLESTON WV
25361
 Phone #: 304-414-0255
 Fax # : 0256
 Email : easternarrow@hotmail.com

Name : _____
 Company: _____
 Address: _____

 Phone# : _____
 Fax # : _____
 Email : _____

Name : Abby Adkins
 Company: Aspen Corporation
 Address: 2400 Ritter Drive
Daniels WV 25832
 Phone #: 304-763-4573
 Fax # : 304-763-4591
 Email : jadkins@aspen-golf.com

Name : _____
 Company: _____
 Address: _____

 Phone# : _____
 Fax # : _____
 Email : _____

Name : _____
 Company: _____
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0001	1	JB		962-73	ADDENDUM #1	\$ 386,440.00
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION'S LCAP PROGRAM, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE FAYETTE COUNTY LANDFILL SITE REHABILITATION PROJECT. THE SITE IS LOCATED SOUTH OF CUNARD, WV, 2.5 MILES OFF OF COUNTY ROAD NO. 9. LATITUDE: 81 02' 20" WEST AND LONGITUDE: 37 58' 34" NORTH. A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 01/21/10 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelly Carpenter</i>	TELEPHONE 304-984-1115	DATE 2/23/10
TITLE <i>President</i>	FEIN 55-0693493	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID, WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID, WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>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 WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN</p>						

NATURE *Kc* SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE DATE *2/23/10*

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<p>NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR FAYETTE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <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</p>						

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<p>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/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS 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, 1900 KANAWHA BLVD. E, BLDG. 6, RM 749-B, CHARLESTON, WV 25305, PH. 304-558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Carpenter Reclamation Inc.</i></p> <p><i>Kelley Carpenter</i></p>						

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SIGNATURE <i>KC</i>	TELEPHONE	DATE 2/23/10
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				CONTRACTORS LICENSE #: ... WV 007728		
<p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>(1) NOTICE TO PROCEED: THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.</p> <p>(2) GUARANTEE AND MAINTENANCE: (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE</p>						

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<p>CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIATED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.</p> <p>(B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(3) TERMINATION: (1) 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 CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE.</p> <p>(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: (A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE. (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION</p>						

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**Request for
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RFQ NUMBER
DEP14876

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

VENDOR NUMBER

*709060417 304-984-1115
 CARPENTER RECLAMATION INC
 PO BOX 13015
 SISSONVILLE WV 25360-0015

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
12/30/2009				

BID OPENING DATE: 02/23/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				PERMITS OR RELATED JOB PERMITS.		
				(5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE FAYETTE COUNTY LANDFILL SITE REHABILITATION PROJECT. PLANS & SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF DRAWINGS AS PREPARED IN-HOUSE BY THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION. (6) PAYMENTS AND COMPLETION: THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT T THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT. (7) APPLICATION FOR PARTIAL PAYMENT: THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINAE SUCH CONTRACT WITHOUT FURTHER ORDER. REV. 1/2005		

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<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 IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p>						

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<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 W. VA. CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF</p>						

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<p>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 FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA.</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p>						

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<p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: DEP14876</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

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NO. 1	✓					
NO. 2						
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p><i>Kelley Carpenter</i>.....SIGNATURE <i>Carpenter Reclamation, Inc.</i>.....COMPANY <i>2/23/10</i>.....DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE 304-984-1115	DATE 2-23-10
TITLE <i>President</i>	FEN 55-0693493	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
				THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:		
				SEALED BID		
				BUYER: CB-23		
				RFQ. NO.: DEP14876		
				BID OPENING DATE: 02/23/2010		
				BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304-984-2770</i>		
				VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING: <i>Carpenter Reclamation Inc.</i> <i>P.O. Box 13015 Charleston WV 25360</i>		
				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>Randy Carpenter... 304.984.1115... 304.543.1726</i>		

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DEP14876
WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND RESTORATION

COUNTY
OF
FAYETTE

NAME OF PROJECT

Fayette County Landfill
Site Rehabilitation

NOTICE

ALL PAPERS BOUND WITH OR ATTACHED TO
THE PROPOSAL FORM ARE A NECESSARY PART
THEREOF AND MUST NOT BE DETACHED

PROJECT SPECIFICATION BOOK

INDEX

<u>ARTICLE</u>	<u>PAGES</u>
I. DEFINITIONS	1 - 1
II. BIDDING INFORMATION	2 - 4
III. GENERAL CONDITIONS	5 - 19
IV. GENERAL REQUIREMENTS	20 - 30
V. SPECIAL CONDITIONS	31 - 31

ARTICLE I - DEFINITIONS

- 1.0 "Bidder" refers to the person, firm, or company offering to furnish the work called for by the specifications herein.
- 2.0 "Director" shall mean the Director of the West Virginia Department of Environmental Protection's Division of Waste Management.
- 3.0 "Construction Administrator" refers to the LCAP Program Manager of the Solid Waste Management & Environmental Restoration Section of the Division of Waste Management of the West Virginia Department of Environmental Protection.
- 4.0 "Construction Supervisor" refers to the Project Manager of the West Virginia Department of Environmental Protection's Solid Waste Management & Environmental Restoration Section.
- 5.0 "Contract" refers to a purchase order placed by the West Virginia Department of Administration on behalf of the Department of Environmental Protection and accepted by the Contractor together with these specifications and all other documents incorporated therein by reference.
- 6.0 "Contract Documents" consist of the all of the articles, sections, and attachments to the contract, including Information for Bidders, General Conditions, General Requirements, Special Conditions, drawings, specifications, all addenda issued prior to execution of the contract, and change orders and other written modifications issued after execution of the contract and executed by both parties to the contract.
- 7.0 "Contractor" refers to the person, firm or company contracting with the West Virginia Department of Environmental Protection to furnish the work called for in the contract.
- 8.0 "Secretary" refers to the Secretary of the West Virginia Department of Environmental Protection.
- 9.0 "DEP" means the West Virginia Department of Environmental Protection.
- 10.0 "Engineer" shall mean the representative of the Division of Waste Management or the Architect/Engineering consulting firm, whichever designed the project.
- 11.0 "Inspector" shall refer to DEP's Inspector, who monitors all construction operations at the project site.
- 12.0 "Project" shall mean the Landfill Closure Project described and referred to by the specifications herein.
- 13.0 "Sub-contractor" refers to the person, firm or company contracting directly with the Contractor and not with DEP to furnish the Contractor with any portion of the work called for by the contract.
- 14.0 "Work" shall be understood to mean and include any and all of the labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by and required to complete the contract.

ARTICLE II - BIDDING INFORMATION

Sections Included:

- 1.0 Receipt & Opening of Bids.
- 2.0 Qualifications of Bidders.
- 3.0 Sub-Contracts.
- 4.0 Pre-Construction.
- 5.0 Addenda & Interpretations.
- 6.0 Conditions of Work.
- 7.0 Obligations of Bidders.
- 8.0 Method of Award.
- 9.0 Mandatory Pre-Bid Meeting

ARTICLE II - BIDDING INFORMATION

1.0 RECEIPT & OPENING OF BIDS

Bid proposals containing any omission, alterations of forms, additions or conditions not called for, conditional or alternate bids (unless called for), or incomplete bid proposals may be rejected. DEP reserves the right to waive any technicalities as to changes, alterations, omissions or reservations, to the extent allowed by State Purchasing law, and recommend the award in the best interests of DEP.

2.0 QUALIFICATIONS OF BIDDERS

DEP may make such investigations as it deems necessary to determine the bidder's ability to perform the work, and the bidder shall furnish to DEP all such information and data for this purpose as DEP may request. DEP reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy DEP that such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein. Conditional bids will not be accepted.

3.0 SUB-CONTRACTS

Any person, firm or other party whom the Contractor proposes to award a sub-contract under this contract must be acceptable to DEP.

4.0 PRE-CONSTRUCTION

The successful bidder agrees to schedule with the DEP a Pre-Construction Conference within twenty-one (21) calendar days of the purchase order date. The successful bidder agrees to commence work on a date specified in a "Notice to Proceed" issued by the DEP and to fully complete the project within 365 calendar days from said date. Said date shall be set within ten (10) calendar days of the Pre-Construction Conference date. The Contractor must contact the DEP within 10 days of receiving the Purchase Order in order to schedule the Pre-Construction Conference. A Notice to Proceed may be delayed due to adverse weather conditions with written approval from the Construction Administrator

5.0 ADDENDA & INTERPRETATIONS

- 5.1 No interpretation of the meaning of the plans, drawings, specifications or other pre-bid documents will be made to any bidder orally.
- 5.2 All addenda will be issued by the State Purchasing Division in writing to attendees of the mandatory Pre-Bid Conference. The changes contained therein are the only binding changes to the plans and/or specifications of this project.

ARTICLE II - BIDDING INFORMATION

6.0 CONDITIONS OF WORK

Each bidder must inspect the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve the successful bidder of any obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Contractor in carrying out its work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

7.0 OBLIGATIONS OF BIDDERS

At the time of the opening of bids, each bidder will have inspected the project job site, and will have read and will be thoroughly familiarized with all of the contract documents, including addenda. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder of any obligation with respect to its bid.

8.0 METHOD OF AWARD

The contract shall be awarded to the lowest responsible bidder, in accordance with West Virginia Code Section 5A-3-14.

9.0 MANATORY PRE-BID MEETING

A manatory pre-bid meeting will be held on site which is south of Cunard, 2.5 miles off county road 9. Latitude: 81° 02' 20" W and Longitude: 37° 58' 34" N.

ARTICLE III - GENERAL CONDITIONS

Sections Included:

- 1.0 Correlation of Documents
- 2.0 Examination of Premises
- 3.0 Materials & Workmanship
- 4.0 Supervision & Construction Procedures
- 5.0 Permits, Laws, Regulations, & Rights of Entry
- 6.0 Safety Requirements
- 7.0 Protection of Persons & Property
- 8.0 Insurance & Worker's Compensation
- 9.0 Labor Laws, Ordinances, Wages & Other Conditions
- 10.0 Subcontractors
- 11.0 Time
- 12.0 Payments & Completion
- 13.0 Changes in the Work
- 14.0 Uncovering & Correction of Work
- 15.0 Assignment of Contract

ARTICLE III - GENERAL CONDITIONS

1.0 CORRELATION OF DOCUMENTS

- 1.1 The intent of the contract documents is to include all labor, materials, equipment, operations and transportation necessary for the proper execution and completion of the work. The contract documents are complementary and what is required by one is required by all.
- 1.2 The Contractor shall carefully study and compare the contract documents and shall at once report to DEP any error, inconsistency or omission it may discover. Contractor shall not proceed with the work affected by such error, inconsistency, or omission until resolved to the satisfaction of itself and DEP.
- 1.3 The drawings and specifications are correlative and shall be accepted and used as a whole and not separately. Should any item be omitted from the drawings and be included in the specifications, and be required to complete the work under the contract, it shall be executed as if shown on both and contained in both; except that it is not intended that items or work not applicable or required be provided unless it is consistent therewith and reasonably inferable there from as being necessary to produce the intended results.
- 1.4 In case of disagreement or conflict between drawings and specifications, or inconsistencies, errors, or if omissions be discovered in the drawings and specifications, or if in any part the meaning of either or both shall be considered obscure or uncertain, the Director or his/her authorized representative shall be immediately notified thereof. No work so affected by such circumstances shall proceed until the Director or his/her authorized representative renders a decision and/or interpretation thereon. Large scale drawing details shall take precedence over drawings of lesser scale. Words and abbreviations which have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings.

2.0 EXAMINATION OF PREMISES

- 2.1 Before submitting quotes for the work, each bidder will be held to have examined the premises and satisfied itself as to the existing conditions under which it will be obliged to operate, or that will in any manner affect the work under the contract. Bidders shall have become familiar with the drawings and specifications and have compared them with existent conditions.
- 2.2 By executing the contract, Contractor represents that it has visited the site, familiarized itself with the local conditions under which the work is to be performed, and correlated its observations with the contract documents. No allowance will subsequently be made by reason of neglect or error on the part of the Contractor for failing to inform itself of the requirements and conditions contained herein.

ARTICLE III - GENERAL CONDITIONS

3.0 MATERIALS & WORKMANSHIP

- 3.1 All installed materials and equipment shall be new, and all materials, equipment, and workmanship shall be of kind and type specified, and in all cases, be of good quality. Contractor shall, if required, furnish satisfactory evidence as to kind and quality of its materials, equipment and workmanship.
- 3.2 The Contractor shall provide and pay for all labor, materials, equipment operations, tools, construction equipment, and machinery, transportation, water, heat, utilities, and other facilities and services necessary for the proper execution and completion of the work. The Contractor at all times shall supply sufficient skilled and other labor necessary to adequately fulfill the requirements of the drawings and specifications, and provide for expeditious and practicable execution of the work to its completion.
- 3.3 The installation or application of all devices and materials shall be in accordance with the manufacturer's installation application data, shop drawings and instructions, unless otherwise provided herein.

4.0 SUPERVISION & CONSTRUCTION PROCEDURES

- 4.1 The Contractor shall supervise and direct the work, using its best skill and attention. It shall be responsible for all construction means, methods, techniques, and procedures, coordinating all portions of the work, and for cooperating with appropriate DEP personnel and with other contractors in every way possible.
- 4.2 The Contractor shall be responsible to DEP for the acts and omissions of its employees, its subcontractors and their agents or employees, and other persons performing any of the work under a contract with the Contractor.

5.0 PERMITS, LAWS, REGULATIONS, & RIGHTS OF ENTRY

- 5.1 The Contractor shall procure and pay for all permits, licenses, inspections, conveniences, or approvals necessary for the execution of its contract.
- 5.2 The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, the maintaining of passageways, guard fences, or other protective facilities.

ARTICLE III - GENERAL CONDITIONS

- 5.3 All applicable Federal and State laws and regulations, municipal ordinances, and the rules and regulations of all public authorities having jurisdiction construction of the project shall apply to the contract throughout, and are incorporated herein by reference.
- 5.4 DEP shall be responsible for obtaining all construction rights of entry for the project unless otherwise provided for in the Construction Specifications.
- 5.5 The Contractor agrees to indemnify and hold harmless the DEP from all liability and/or damages resulting from the Contractor's use of property for which the Contractor was to obtain rights of entry for borrow, disposal, access or other purposes. Said indemnification shall include, but is not limited to, liability and damages resulting from the Contractor's failure to obtain any or not all the right of entry; failure to utilize appropriate language in the right of entry agreements; or failure to obtain the permission and signatures of all persons or entities holding a legal interest in the subject property(ies) covered by the rights of entry.
- 5.6 All right of entry agreements the Contractor obtains for borrow, disposal, access or other purposes for this project shall include a provision requiring the property owner to indemnify and hold harmless the DEP for the Contractor's actions and any injury or damages whatsoever resulting from the Contractor's use of the property.

6.0 SAFETY REQUIREMENTS

- 6.1 Particular attention is directed to the "West Virginia Safety Code for Building Construction" as published by the West Virginia Department of Labor. Observance of and compliance with said laws, regulations and codes shall be solely with and without qualification the responsibility of the Contractor.
- 6.2 The Contractor, subcontractors, other contractors and all employees and workers shall comply with the provisions of the Occupational Safety and Health Act of 1970, Public Law 91-596. The Contractor shall be held liable to DEP for any health and safety infractions, on the Contractor's part, which cause DEP to receive a citation and/or fine from any local, State or Federal agency. Actual costs involved will be paid by the Contractor to the satisfaction of DEP.

7.0 PROTECTION OF PERSONS & PROPERTY

- 7.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

ARTICLE III - GENERAL CONDITIONS

- 7.2 Safety of Persons and Property: The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection, preventing damage, injury, or loss to:
- (a) All employees on the work, and all other persons who may be affected thereby;
 - (b) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor, or any of its subcontractors or their employees or subcontractors; and
 - (c) Other property on the site or adjacent thereto, including, but not limited to, paving, roadways, structures, utilities and permanent property boundaries, monuments or markers not designated for removal, or relocation, or replacement in the course of construction. Any damage to these items shall be repaired or replaced at the expense of the Contractor and to the satisfaction of DEP.
- 7.3 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority, bearing on the safety of persons or property, or their protection from damage, injury, or loss.
- 7.4 The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable and adequate safeguards for safety and protection. It shall post danger signs and provide other warnings as required against hazards and dangers to persons and property.
- 7.5 In case of an emergency which threatens injury, loss of life and/or damage to property, the Contractor will be permitted to act, without prior instruction from the Construction Administrator, in a diligent manner. It shall notify the Construction Supervisor immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Construction Supervisor for verification and approval by the Construction Administrator.

Where the Contractor has not taken action, but has notified the Construction Administrator of an emergency threatening injury to persons or damage to the work or any adjoining property, it shall act as instructed or authorized by the Construction Administrator.

The amount of reimbursement claimed by the Contractor for work arising out of any emergency situation shall be determined by the Director or his/her authorized representative.

ARTICLE III - GENERAL CONDITIONS

- 7.6 The Contractor shall be responsible for the verification of existing utilities that may be affected by its work in the project area. It shall be held responsible for any damage to and for maintenance and protection of existing utilities and structures during the performance of the work.

8.0 INSURANCE & WORKER'S COMPENSATION

8.1 Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance

The Contractor shall maintain insurance as follows:

- (a) Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$1,000,000.00 aggregate.
- (b) Contractor shall either (1) require each of the subcontractors to procure and to maintain, during the life of its subcontract, subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified in paragraph (a) above, or (2) insure the activities of its subcontractors in its own policy.

Contractor agrees to indemnify and hold harmless DEP from all liability for personal injury, including death resulting there from, and against all liability for property damage sustained by any person or persons, including persons employed by Contractor or subcontractors, which is caused in whole or in part by an act or omission, negligent or otherwise, of the Contractor, its agents, servants, or employees, and to assume the defense of any action brought by such persons to recover damages, and to pay all costs and expenses, including attorney's fees, incurred by DEP as result thereof.

Each party to the contract shall promptly notify the other of the assertion of any claim against which such party is held harmless pursuant to this Section, shall give such other party the opportunity to defend any such claim, and shall not settle any such claim without approval of the indemnifying party.

ARTICLE III - GENERAL CONDITIONS

8.2 Proof of Carriage of Insurance

The Contractor shall provide DEP, before work commences, with certificates issued by the insurance company or companies issuing the insurance policies required by this Section. The certificates shall show the type, amount, class of operations covered, effective dates, and dates of expiration of such policies. Such certificates shall provide that written notice shall be given to DEP prior to expiration, cancellation, or modification of any such policy, and shall contain substantially the following representation: "The insurance covered by this certificate will not be canceled, or materially modified or altered, except after ten (10) days written notice has been verified as received by the West Virginia Department of Environmental Protection".

8.3 Worker's Compensation Insurance

All employees of the Contractor, and of subcontractors engaged in the work of this contract, shall be covered by West Virginia Worker's Compensation Insurance. Certificates shall be provided to DEP by the Contractor and subcontractors showing compliance with the Worker's Compensation Laws of West Virginia.

9.0 LABOR LAWS, ORDINANCES, WAGES, AND OTHER CONDITIONS

9.1 The Contractor shall obey and abide by all laws of the State of West Virginia, particularly with respect to the carrying out of public improvements.

9.2 During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice, to be provided by the contracting officer, setting forth the provisions of this nondiscrimination clause.

ARTICLE III - GENERAL CONDITIONS

- (b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- (c) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Presidential Executive Order #11246 of September 24, 1965 (hereinafter "Executive Order #11246"), as amended by Presidential Executive Order #11375 and supplemented by U.S. Department of Labor regulations 41 CFR Part 60 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) Contractor will comply with all provisions of Executive Order #11246, and with all of the applicable rules, regulations, and relevant orders of the U.S. Secretary of Labor (hereinafter "Secretary of Labor").
- (e) Contractor will furnish all information and reports required by Executive Order #11246, and by the applicable rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders. These provisions shall also apply to DEP or employees of the Federal Government or their designated representatives for the purpose of making audits, examinations, excerpts, or transcriptions.
- (f) In the event of the Contractor's noncompliance with these nondiscrimination clauses, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order #11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order #11246, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of these paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order #11246, so that such provisions will be binding upon each subcontractor or vendor. The

ARTICLE III - GENERAL CONDITIONS

Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request DEP to enter into such litigation to protect the interests of DEP.

- (h) Copeland "Anti-Kickback" Act Contractor or Subcontractor shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in U.S. Department of Labor regulations (29 CFR Part 3).
- (i) Clean Air & Water Acts Should the amount of this contract exceed one-hundred thousand dollars (\$100,000.00), compliance will be required with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order #11738, and Federal Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to DEP and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).
- (j) Energy Policy & Conservation Act The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Public Law 94-163.
- (k) Access to Records DEP, the U.S. Department of Interior's Office of Surface Mining Reclamation & Enforcement, and the U.S. Comptroller General or their duly authorized representatives shall have access to any books, papers, and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions.
- (l) Maintenance of Records The Contractor shall maintain all required records for three (3) years after DEP processes final payments and all other pending matters are closed.
- (m) Legal Remedies Unless otherwise provided by law or elsewhere in this contract, all claims, counter-claims, disputes and other matters in question between DEP and the Contractor arising out of, or relating to, this contract or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of West Virginia.

ARTICLE III - GENERAL CONDITIONS

10.0 SUBCONTRACTORS

- 10.1 Unless otherwise required by the contract documents, the Contractor, as soon as practicable after award of the contract, shall furnish DEP in writing the names of subcontractors (including those who are to furnish materials or equipment fabricated to special design) proposed for performing portions of the work.
- 10.2 DEP reserves the right to disapprove any proposed subcontractor whose record of performance does not establish its experience, competence, and financial ability to perform the work for which it is proposed. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and DEP.

11.0 TIME

11.1 Delays & Extensions of Time

- (a) It is agreed that if the Contractor should be unavoidably delayed in fulfilling its obligations under this contract by acts of Providence or general strikes, or by Court injunctions, or by stopping of the work by DEP because of any Contractor toward final completion of the work hereunder, DEP may require the Contractor to prepare an itemized estimate of the amount of work performed, and material and equipment stored under the contract since the date of the last preceding estimate and Application for Payment. DEP may request that the Contractor submit such estimate along with supporting documentation in the form of certified payrolls, material invoices, weight slips, and Applications for Payment. Contractor is to maintain and have available such records for inspection by DEP upon request.
- (b) Upon approval by DEP of the Application and Certificate for Payment, DEP shall, as soon thereafter as practicable, process for the Contractor as a progress payment a sum equal to the contract value of the work performed since the last preceding estimate and Application for Payment in accordance with Paragraphs 12.4 and 12.5 of this Section, less the aggregate of previous payments.
- (c) No Certificate for a progress payment, nor any progress payment, shall constitute acceptance or be deemed or construed as acceptance of any part of the work not in accordance with the contract documents.
- (d) The Contractor warrants and guarantees that title to all work, and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to DEP upon the receipt of such payment by the Contractor, free and clear of all liens.

ARTICLE III - GENERAL CONDITIONS

11.2 Progress Schedule

The Contractor, immediately after being awarded the contract, shall prepare and submit, for DEP's information, an estimated progress schedule for the work. Such progress schedule shall be related to the entire project to the extent required by the contract documents, and shall provide for expeditious and practicable execution dates of the various stages of construction and may be revised as required by conditions of work, subject to DEP's approval.

12.0 PAYMENTS & COMPLETION

12.1 Contract Sum

The contract sum as stated in the Contractor's executed Contract Acceptance Form, including any authorized adjustment(s) thereto, is the total amount payable by DEP to the Contractor for the performance of the work under the contract documents.

12.2 Schedule of Values

Before submitting its first Application for Payment, the Contractor shall submit to DEP a schedule of values allocated to the various portions of the work, prepared in such form and supported by such data to substantiate its accuracy, as DEP may require. This schedule shall be used only as a basis for the Contractor's Applications for Payment.

12.3 Progress Estimates, Applications for Payment

- (a) On the fifteenth (15th) and thirtieth (30th) day of each month during which progress has been made on the work under the contract by the Contractor toward final completion of the work hereunder, DEP may require the Contractor to prepare an itemized estimate of the amount of work performed since the date of the last preceding estimate and Application for Payment. DEP may request that the Contractor submit such estimate along with supporting documentation in the form of certified payrolls (not to include social security numbers), material invoices, weight slips, and Applications for Payment. Contractor is to maintain and have available such records for inspection by DEP upon request.
- (b) Upon approval by DEP of the Application and Certificate for Payment, DEP shall, as soon thereafter as practicable, process for the Contractor as a progress payment a sum equal to the contract value of the work performed since the last preceding estimate and Application for Payment, in accordance with Paragraphs 14.4 and 14.5 of this Section, less the aggregate of previous payments.

ARTICLE III - GENERAL CONDITIONS

- (c) No Certificate for a progress payment, nor any progress payment, shall constitute acceptance or be deemed or construed as acceptance of any part of the work not in accordance with the contract documents.
- (d) The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to DEP upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the Contractor or otherwise imposed by the Contractor or such other person.

12.4 Payments Withheld

The Director may decline to approve an estimate or Application for Payment, to the extent necessary to protect DEP from loss because of:

- (i) Unsatisfactory, unrepresentative, and unverified amounts and items included in progress estimates of Paragraph 12.3(a) above.
- (ii) Unfulfilled provisions of Paragraphs 12.3(d) above.
- (iii) Defective work not remedied.
- (iv) Unsatisfactory performance of the work by the Contractor.
- (v) Reasonable doubt that the remaining work can be completed for the unpaid balance of the contract sum.
- (vi) Reasonable indication that the work will not be completed within the contract time for completion.
- (vii) Third party claims filed, or reasonable evidence indicating probable filing of such claims.
- (viii) Damage to another contractor.

When the above grounds under 12.4 (i)-(viii) are removed, payment shall be approved for the amounts that were withheld because of them.

ARTICLE III - GENERAL CONDITIONS

12.5 Final Completion & Final Payment

- (a) Upon notice from the Contractor that the work is ready for final inspection, the Construction Supervisor will promptly make such inspection. If the Construction Supervisor upon his/her inspection finds the work acceptable under the contract documents and the contract fully performed, the Contractor shall submit a Final Estimate Application and Certificate for Payment to DEP for processing. Also, final quantity calculations shall be submitted to DEP at the final inspection conference by the Contractor.
- (b) Final payment to the Contractor will be processed by DEP upon fulfillment of the provisions of the contract documents and the conditions thereof.
- (c) The processing of final payment shall constitute a waiver of all claims by DEP except those arising from:
 - (i) Unsettled liens.
 - (ii) Faulty or defective work appearing after final completion.
 - (iii) Failure of the work to comply with requirements of the contract documents.
 - (iv) Terms of any special warranties required by the contract documents.
- (d) The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligation under the contract documents, or the Performance Bond, and the Labor and Material Payment Bond.

12.6 Application for Payment Forms

Bound herewith on the following pages are sample Application and Certificate for Payment forms which the Contractor shall use in the submittal of progress estimate Applications for Payment to DEP.

ARTICLE III - GENERAL CONDITIONS

13.0 CHANGES IN THE WORK

13.1 Change Orders

- (a) DEP, without invalidating the contract, may order or the Contractor may request changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.
- (b) A change order is a written order to the Contractor, properly executed as to form, issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or contract time. The contract sum or contract time may be changed only by a change order. A change order issued to the Contractor indicates its agreement therewith, including the adjustment in the contract sum or contract time set forth therein.

13.2 No person other than the Secretary or his/her authorized representative can make any changes to the terms, conditions, contract clauses, or other stipulations of this contract. The Contractor shall not accept any instructions issued by any person other than the Secretary or his/her authorized representative regarding changes in the work under the contract which affect the contract sum and/or contract time. No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Secretary or his/her authorized representative, which may be received from any person employed by DEP or otherwise, shall be considered grounds for deviation from any stipulation of the contract.

13.3 Minor Changes in the Work

Notwithstanding the requirements of Section 13.2 above, the Secretary or his/her authorized representative shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents. Such changes may be affected by field order or by other written order. Such changes shall be binding on DEP and the Contractor. The Contractor shall carry out such written orders promptly.

13.4 Omissions

DEP may omit any item or items in the contract, provided that the notice of intent to omit such item or items is given to the Contractor before any material has been purchased or labor involved has been performed, and such omission shall not constitute grounds of any claim for damages or loss of

ARTICLE III - GENERAL CONDITIONS

anticipated profits. DEP may omit any item or items shown the estimate, at any time, by agreeing to compensate the Contractor for the reasonable expense already incurred and to take over at actual cost any unused material purchased in good faith for use for the item or items omitted.

14.0 UNCOVERING & CORRECTION OF WORK

14.1 Uncovering of Work

- (a) If any work should be covered contrary to the request of DEP, it must, if required by DEP, be uncovered for its observation and be replaced at the Contractor's expense.
- (b) If any other work has been covered which DEP has not specifically requested to observe prior to being covered, DEP may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the cost of uncovering and replacement shall, by appropriate change order, be charged to DEP. If such work is found not to be in accordance with the contract documents, the Contractor shall pay such costs unless it is found that such condition was caused by a separate contractor employed by DEP and in that event DEP shall be responsible for the payment of such costs.

14.2 Correction of Work

The Contractor shall promptly correct all work rejected by DEP as defective or as failing to conform to the contract documents whether observed before or after final completion and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected work. All such defective or non-conforming work shall be removed from the site if necessary, and the work shall be corrected to comply with the contract documents at no cost to DEP. If the Contractor fails to correct such defective or non-conforming work, DEP may correct it in accordance with Section 14.3 below.

14.3 Acceptance of Non-Conforming Work

If DEP prefers to accept non-conforming work, it may do so instead of requiring its removal and correction, in which case a change order will be issued to reflect an appropriate reduction in the contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

15.0 ASSIGNMENT OF CONTRACT

Contractor shall not assign or transfer this contract or sublet it as a whole without having first obtained the written consent of DEP to do so; and it is likewise agreed that the Contractor shall not assign legally or equitably any of the moneys payable to it under the contract, or its claim thereto, without having first obtained the written consent of DEP to do so.

ARTICLE IV - GENERAL REQUIREMENTS

Sections Included:

- 1.0 Scope of Work
- 2.0 Quality Standards, Approvals
- 3.0 Superintendents, Coordination
- 4.0 Project Meetings
- 5.0 Authority & Duties of Inspectors
- 6.0 Shop Drawings, Product Data, Samples
- 7.0 Measurements, Manufacturer's Directions
- 8.0 Lines, Levels, Grades, Layout
- 9.0 Documents, Shop Drawings, Etc., at Site
- 10.0 Storage of Materials
- 11.0 Protection of Work, Damages
- 12.0 Temporary Facilities
- 13.0 Construction Sign
- 14.0 Cleaning and Final Clean-Up
- 15.0 Testing
- 16.0 Project Completion - Certificates

ARTICLE IV - GENERAL REQUIREMENTS

1.0 SCOPE OF WORK

The scope of the work for this project, without attempting to restrict or limit the contractor's responsibility, consists of furnishing all plant, labor, materials, and equipment to remediate the landfill project described in the drawings and the specifications. The work shall include, but not be limited to, the following:

The Fayette County Landfill has several issues relating to heavy erosion and slope failure. Control and minimize the effects of storm water run on/run off and correction of any existing damages.

2.0 QUALITY STANDARDS, APPROVALS

2.1 Notwithstanding reference in the specifications or on the drawings to any article, item, product, material, equipment, or system by name, brand, make, or manufacturer, such reference shall be intended and interpreted as establishing a standard of quality, and shall not be taken, regarded, or construed as limiting competition.

2.2 Any article, item, product, material, equipment, or system which will perform adequately and satisfactorily the duties imposed by the general design will be considered equally acceptable to that specified or referenced, providing the article, item, product, material, equipment, or system so proposed is equal in quality, substance, design, manufacture, function and performance as that specified or referenced, and adjudged and determined to be so in the opinion of the Construction Supervisor and is approved by him/her. The approval of the Construction Administrator is required before purchase and installation.

2.3 Approvals

Where the term "of approved manufacture" appears in the specifications, or an "approved" or "approved as equal" article or item is referred to, it shall mean that the article, item, workmanship, or material must meet the approval of the Construction Supervisor.

ARTICLE IV - GENERAL REQUIREMENTS

3.0 SUPERINTENDENTS, COORDINATION

3.1 Superintendents.

The Contractor shall employ and keep a competent English-speaking superintendent and assistants as required on the job at all times who shall give efficient supervision to the work, using his/her best skill and attention, and shall have knowledge and control of all trades. The superintendent shall be acceptable to the Construction Supervisor and shall not be changed without the Construction Supervisor's knowledge and consent. The Contractor also shall see that each respective sub-contractor provides a competent foreman for each trade.

3.2 Coordination.

The Contractor and each sub-contractor shall coordinate the work and operations and shall cooperate with and assist each other on the job for the successful execution of the work within trade jurisdictional rulings. Each shall study all drawings and specifications and shall perform all work which properly comes under jurisdiction of the trade he/she represents.

4.0 PROJECT MEETINGS

Meetings shall be held at periodic intervals throughout the construction contract period for discussion of matters pertinent to the execution and administration of the project. The Construction Administrator, Engineer, Construction Supervisor, Inspector, Contractor and/or its Superintendent, Subcontractors, Project Foremen, as required, and others directly concerned, as necessary, shall attend the meetings.

5.0 AUTHORITY & DUTIES OF INSPECTORS

5.1 The Inspector, as the Secretary's authorized representative, is authorized to make minor field changes to the plans and specifications that do not involve an increase or decrease in the contract sum or an increase or decrease in the contract time. The Inspector shall be authorized to inspect all work done, all material furnished, payroll records of personnel, material invoices and relevant data and records of the work, and the preparation, fabrication, or manufacture of the materials to be used. The Inspector is not authorized to revoke, alter, or waive any requirements of the plans and specifications that result in an increase or decrease in the amount of compensation due the Contractor or an increase or decrease in the contract time. The Inspector is authorized to call to the attention of the Contractor any failure of the work or materials to conform to the plans and specifications. The Inspector shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Construction Administrator.

ARTICLE IV - GENERAL REQUIREMENTS

- 5.2 The Inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Construction Administrator in any way, or releasing the Contractor from fulfilling all of the terms of the contract.
- 5.3 If the Contractor refuses to suspend operations on verbal order, the Inspector shall issue a written order giving the reason for ordering the work to stop. After placing the order in the hands of the person in charge, the Inspector shall immediately leave the job, and the Contractor shall cease all operations.

6.0 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

6.1 Definitions

- (a) "Shop drawings" are drawings, diagrams, schedules, and other data, prepared for the project by the Contractor, Sub-contractor, manufacturer, or supplier, to illustrate and/or install some portion of the work.
- (b) "Product data" are illustrative data, brochures, schedules, catalog cuts, charts, informative material and specifications to illustrate materials, articles, items, or products for use in some portion of the work.
- (c) "Samples" are physical examples which show and illustrate materials, finishes, equipment or workmanship of products proposed for use in some portion of the work.

6.2 Submittals

- (a) The Contractor shall review, approve, and submit to the Construction Administrator with reasonable promptness, and in such sequence to cause no delay in the work, all shop drawings, product data, and samples required by the contract documents.

ARTICLE IV - GENERAL REQUIREMENTS

- (b) No shop drawings, product data, or samples shall be submitted to the Construction Administrator except by the Contractor, who shall, before submission, verify all materials, check all details, measurements, verify all field measurements and field construction conditions, and other job coordination requirements. Upon review, check, and approval by the Contractor, the Contractor shall place its stamp of approval thereon before submitting to the Construction Administrator.
- (c) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the contract documents by the Construction Administrator's approval of shop drawings, product data, or samples, nor shall it be relieved of responsibility for errors or omissions therein.
- (d) Shop drawings, product data, and samples shall be submitted in sufficient number for all approvals, with a minimum of two (2) copies or samples being retained by the Construction Administrator, and a number of copies and samples being retained by the Contractor as required for the execution of its work.
- (e) No portion of the work requiring submission of a shop drawing, product data, or sample shall be commenced until the submittal has been approved by the Construction Administrator. All such portions of the work shall be in accordance with approved submittals.
- (f) Shop drawings, product data, and samples shall be submitted for work, systems, articles, items, and equipment as specified. Other additional shop drawings, product data, and samples as may be requested for the work by the Construction Administrator shall be submitted to him/her for approval.

7.0 MEASUREMENTS, MANUFACTURER'S DIRECTIONS

7.1 Measurements

Before ordering any material, product, article, or doing any work, the Contractor shall take all necessary measurements at the project and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the drawings. The Construction Administrator shall be notified of any differences found and work shall not proceed thereon until the Construction Administrator has rendered a decision.

7.2 Manufacturers' Directions

All manufactured articles, items, products, material, and equipment shall be applied, installed, connected, erected, used, cleaned, conditioned and put into

ARTICLE IV - GENERAL REQUIREMENTS

operation or use as directed by the manufacturer's printed instructions, unless specified otherwise herein. The Contractor shall be responsible for obtaining all such instructions.

7.3 Measurement of Quantities

The Contractor shall be responsible for providing all necessary volumetric and weight measurement equipment necessary to measure quantities accurately for payment of contract unit items, and said equipment shall be subject to the Construction Administrator's approval. Volume and weight measurements shall be submitted to the Construction Administrator for approval.

8.0 LINES, LEVELS, GRADES, LAYOUT

8.1 Lines, Levels, Grades

- (a) Control points have been established in the field and are shown on the plans whereby the Contractor can properly control the work contracted for under these specifications. Such stakes and markings which the Engineer may have set for either his/her own guidance shall be scrupulously preserved by the Contractor, or its employees. If any action by the Contractor should result in the destruction of such stakes or markings, an amount equal to the cost of replacing same may be deducted from subsequent estimates due the Contractor at the discretion of the Construction Supervisor. The Contractor shall satisfy itself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors which may have been made in laying out the work. Should any discrepancies become evident between the plans and the Contractor's field survey, the Contractor shall immediately notify the Inspector. If these discrepancies will create a change in any item in the Contractor's accepted final bid, the DEP reserves the right to re-design or negotiate. Should the Contractor fail to make notification of these discrepancies, DEP will not be held liable for any changes in the original quantities.
- (b) The Contractor shall make all field measurements necessary for its work and shall be responsible for the accuracy of all dimensions, lines, levels, and grades. If a survey is required, it shall be performed at the expense of the Contractor. All survey work shall be performed by a West Virginia Registered Civil Professional Engineer or Licensed Land Surveyor who shall certify as to the accuracy of the survey to DEP.

ARTICLE IV - GENERAL REQUIREMENTS

9.0 DOCUMENTS, SHOP DRAWINGS, ETC., AT THE SITE

- 9.1 The Contractor shall maintain at the project site for DEP one (1) record copy of all drawings, specifications, addenda, change orders, and other modifications, in good order, marked currently to record all changes made during construction, and all approved shop drawings, product data, and samples, properly filed and referenced. All such documents and samples shall be delivered to the Construction Supervisor upon completion of the work.
- 9.2 The Contractor shall furnish the Inspector in writing two (2) sets of daily reports showing all personnel (by classification), equipment, and tools engaged in the work, for use in accounting records.
- 9.3 The Contractor shall be responsible for submitting a daily activity summary which shall be used to report progress of the various construction activities performed at the subject site. The summary report shall be submitted to the Inspector on a weekly basis on the prescribed forms. Processing invoices may be delayed if summary reports are not submitted.

10.0 STORAGE OF MATERIALS

- 10.1 The Contractor, under and with the approval, supervision, and direction of DEP, shall assume full charge of the area or areas of the project premises allocated for the storage of materials and equipment as required, allocating the necessary site space to any sub-contractor(s) for storage sheds and space for the storage of materials and equipment. Such arrangement of storage facilities shall be orderly, convenient, shall not obstruct movement on the site, the work of others, or construction operations. All storage sheds, enclosures, and facilities shall fully protect the stored materials. The Contractor shall arrange with appropriate landowner(s) for any storage areas located outside of the project limits and such storage areas shall also be subject to DEP's approval.
- 10.2 All materials subject to damage by moisture, water, or weather shall be fully protected. All flammable, toxic, and explosive materials shall be safely stored in conformity with applicable safety requirements of State and Federal regulations and safety standards of the National Fire Protection Association.

11.0 PROTECTION OF WORK; DAMAGES

11.1 Protection and Replacement of Work

- (a) The Contractor shall protect its work from damage of any kind until completion of construction. Each contractor or sub-contractor shall

ARTICLE IV – GENERAL REQUIREMENTS

adequately protect all preceding work from damage caused by it or its work. Should any part of the construction be subject to freezing or exposure to the elements, the same shall be fully protected to prevent damage.

- (b) The Contractor and each sub-contractor shall provide protection against weather, frost, freezing, storms, and heat, to maintain all work, materials, installations, and equipment safe from injury and damage. The Contractor shall provide temporary covering and closures in the construction as required to protect it from damage by weather, until permanent construction provides such protection.
- (c) Damaged or defective work must be replaced; all other work injured or damaged in the replacing of such work or in any way incidental thereto must be brought back to its original condition or replaced by the Contractor performing the work, without additional cost to DEP.

11.2 Damages to Existing Work

All masonry damage, glass breakage, and other damage caused to existing buildings and appurtenances by the Contractor or by other contractors in the performance of work shall be properly replaced or repaired at the option of DEP, without additional cost to DEP.

12.0 TEMPORARY FACILITIES

12.1 Job Utilities

- (a) General All concerned with providing temporary utilities for use on the project are advised to determine locations of sources of supply and the conditions under which services can be brought to points of use on the site.
- (b) Drinking Water The Contractor shall arrange for drinking water and containers to be provided on the site.
- (c) Utility Connections The Contractor is to furnish power, gas, compressed air and any other utilities required for its own use during construction. The Contractor shall remove all temporary wiring, switches, lights, piping and connections to service facilities used during construction. Such connections shall not be made without approval of the Inspector.
- (d) Temporary Supports The Contractor shall provide such temporary supports as may be required during construction, including those necessary to ensure the stability of the proposed excavation.

ARTICLE IV – GENERAL REQUIREMENTS

- (e) Equipment The Contractor shall furnish all special apparatuses, welding machines, air compressors, hoisting equipment, tools, implements, cartage, scaffolding, ladders, planks, acetylene gas, oxygen gas, expendable materials, temporary light and heat, construction materials, shims and all other materials that may be required for the proper execution of the work.
- (f) Temporary Buildings The Contractor will furnish, place, and equip, at its own expense, and as it deems necessary, any portable construction building(s) such as a trailer, storage sheds or chemical sanitary facilities. These portable facilities must be within the designated project limits; otherwise, the Contractor is solely responsible for making necessary arrangements with the proper landowner when the buildings are set up outside of the project limits. The type and number of buildings are subject to the approval of the Inspector. All written instructions, orders, and other communication delivered to the temporary construction office set up on the site shall be considered as having been delivered to the Contractor itself. The Contractor shall provide and pay for its own fire protection, watchman, temporary utility hookups, etc. The Contractor will promptly remove from the project any office facilities, equipment or materials when so instructed by the Inspector.
- (g) Sanitation Facilities The Contractor shall provide and pay for adequate temporary toilet facilities for personnel during the project construction period. Toilets shall be of types approved by DEP and the State Division of Health, and situated only in approved locations. The Contractor shall be responsible for operation and sanitary maintenance of the temporary toilets and shall have them removed upon completion of construction.

13.0 CONSTRUCTION SIGN

The typical LCAP sign is not required for this project.

ARTICLE IV – GENERAL REQUIREMENTS

14.0 CLEANING & FINAL CLEAN-UP

14.1 Housekeeping - Periodic Cleaning

The Contractor shall at all times keep the construction site free of accumulations of waste materials and rubbish caused by its operations. Periodically during the progress of the work, and also when directed to do so by DEP, the Contractor shall remove, or cause to be removed by sub-contractors responsible, accumulated waste materials, rubbish, and debris, and leave the construction area in good order.

14.2 Final Clean-Up

The Contractor at all times shall dispose of all debris and waste resulting from work at the Contractor's dump site. The Contractor shall not put or spill any materials into any drainage system which would pollute area streams or waterways. The Contractor shall be liable for any stream pollution caused directly or indirectly by its own employees or those of its sub-contractors.

14.3 DEP's Right to Clean-Up

Should disputes arise between Contractor and separate contractors, or sub-contractors as to responsibilities for cleaning-up, and refusals to do so result therefrom, DEP may perform the clean-up and charge the cost thereof to the Contractor, the contractors, or sub-contractors responsible therefor, as DEP shall determine fair and just.

15.0 TESTING

15.1 When Testing Required

Testing shall be performed as required by the specifications or ordered by the Construction Administrator in writing. The Construction Administrator will determine the need, location, extent, and time of any testing herein specified, or in addition to that which is herein specified.

15.2 Payment for Testing

The Contractor shall select an independent testing laboratory or utilize a laboratory run by the Contractor, to perform all testing for compaction, concrete, and soils as specified herein. All laboratory reports must be signed by a registered professional engineer. The Contractor shall be responsible for testing payments as an incidental to the various items of the bid schedule. If the Contractor allows work to proceed beyond a testing point resulting in the disassembly of structures or the uncovering of work for testing, payment for such will be the responsibility of the Contractor at no extra cost to DEP.

16.0 PROJECT COMPLETION - CERTIFICATES

- 16.1 All certificates of testing, quality, compliance, and performance, as required, requested, and/or specified, shall be delivered to DEP upon delivery or completion of the work covered by the certificates.**
- 16.2 All certificates of approval, compliance, and completion as required by codes, inspection and regulatory agencies, and local, State and Federal governmental authorities, shall be delivered to DEP upon completion of the work and inspections covered by such certificates.**
- 16.3 The contractor shall submit to the WVDEP as built drawings certified by a Registered Professional Engineer identifying all changes occurring on the project. The drawings shall be of professional quality. Unsuitable drawings will be returned for revisions. These drawings shall be approved by WVDEP prior to scheduling a Final Inspection.**

ARTICLE V - SPECIAL CONDITIONS

1.0 EROSION & SEDIMENT CONTROL

West Virginia Erosion and Sediment Control
Best Management Practice Manual
2006

Note: As chapters become finalized, they will be posted on the website. Keep checking back for updates. The web address is:

<http://www2.wvdep.org/dwwm/stormwater/BMP.htm>

The West Virginia Erosion and Sediment Control Best Management Practice Manual addresses erosion and sediment control for earth disturbing activities associated with construction. The manual is designed to assist construction site developers, engineers, designers, and contractors in identifying and implementing the most appropriate best management practices for construction activities. The purpose of this manual is to provide standardized and comprehensive erosion and sediment control management practices for implementation on construction projects throughout West Virginia. It is intended that this manual be used as guidance for developing sediment control plans for the West Virginia/National Pollution Discharge Elimination System General Water Pollution Control Permit for Stormwater Associated with Construction Activities. However, the use of other best management practices manuals may also be acceptable. The goal is to reduce the water quality impacts of land-disturbing activities through the design and implementation of effective erosion prevention and sediment control. Questions or comments regarding the West Virginia Erosion and Sediment Control Best Management Practice Manual 2006 can be directed to William Timmermeyer by phone at (304) 926-0499, Extension 1336, or by e-mail at William.F.Timmermeyer@wv.gov

Office of Environmental Remediation
 Division of Land Restoration
 Landfill Closure Assistance Program

CONTRACTOR: _____
 (Name, Address)

Project Name: _____
 Invoice Date: _____ Invoice Number _____

Period From: _____ To: _____

Application is made for payment, as shown below, in connection with contract. Continuation Sheet is attached. The present status of the account for this contract is as follows:

ORIGINAL CONTRACT SUM \$ _____
 NET CHANGE BY CHANGE ORDERS \$ _____
 CONTRACT SUM TO DATE \$ _____
 TOTAL COMPLETED & STORED TO DATE \$ _____
 LESS PREVIOUS CERTIFICATES FOR PAYMENTS \$ _____
 CURRENT PAYMENT DUE \$ _____

% COMPLETE: Total Completed & Stored to Date X 100 = _____ %
 Contract Sum to Date

CHANGE ORDER SUMMARY

Number	Approved (Date)	Additions \$	Deductions \$
TOTALS			

Net Change by Change Orders: \$ _____

State of: _____ County of: _____

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payment received from the Owner, and that the current payment shown herein is now due.

Contractor: _____
 By: _____ Date: _____

The items listed hereon conform to specifications, were received and are approved for payment.

Date: _____ Signed: _____

Grant #	Project #	SWC Name	SCO#	Vendor	Off App/Date
Class #	FEIN #				
P.O. #	SS#				
	FIMS Vendor #				
FIMS FUND	FIMS FY	FIMS ORG.	FIMS ACCT.	FIMS OBJ. CODE	OFF/FC/PC

**STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND RESTORATION**

REPORT FOR WEEK ENDING: ___ / ___ / ___ PROJECT NAME: _____

DAILY ACTIVITY SUMMARY

DATE	DESCRIPTION
SAT.	
SUN.	
MON.	
TUES.	
WED.	
THUR.	
FRI.	

BY: _____ LOCATION: _____

TITLE: _____ CONTRACTOR: _____

WEEKLY QUANTITY SUMMARY

SORT BY: _____ FOR WEEK ENDING: / /

PAY ITEM	UNITS	QUANTITY PERFORMED

ATTACH ANY SHEETS APPLICABLE TO THIS WEEKS WORK AND CHECK APPROPRIATE BOX.

- CHANGE ORDERS
- FIELD CHANGES
- TEST RESULTS
- EXPLANATION OF WORK STOPPAGES NOT DUE TO WEATHER
- OTHER (EXPLAIN)

DEP14876
TECHNICAL SPECIFICATIONS
SITE REHABILITATION
LANDFILL CLOSURE ASSISTANCE PROGRAM
FAYETTE COUNTY LANDFILL
CUNARD, FAYETTE COUNTY, WEST VIRGINIA

1.0 EROSION AND SEDIMENTATION CONTROLS

1.1 GENERAL

Work covered in this section shall consist of providing and constructing temporary erosion and sediment controls for disturbed and undisturbed areas within the construction and borrow areas. These erosion and sediment controls include silt fences, and other sedimentation controls that the Engineer may approve as situations arise during construction. Any temporary erosion and sediment controls detailed in these Technical Specifications and shown on the Construction Drawings shall be installed prior to any earth disturbance activities.

The Contractor shall conduct the earthwork and excavation activities in such a manner to fit the topography, soil type, and condition.

The Contractor shall minimize disturbed areas and stabilize disturbed areas as soon as possible.

All construction activities shall comply with federal, state, and local soil and water conservation guidelines.

In general, the Contractor shall provide temporary and permanent erosion and sediment control procedures directed toward:

Preventing soil erosion at the source;

Preventing silt and sediment from entering any waterway if soil erosion cannot be prevented; and

Preventing silt and sediment from migrating downstream in the event it cannot be prevented from entering the waterway.

1.2 MATERIALS

Silt fence shall be either Mirafi 100X, Amoco 1380, or Exxon GTF-100 or CQA Consultant approved alternate.

1.3 METHODS

The Contractor shall provide all materials and promptly take all actions necessary to achieve effective erosion and sediment control in accordance with all applicable federal, state, and local enforcing agency guidelines and these Technical Specifications.

The work shown on the Construction Drawings shall be considered a minimum requirement. What is shown shall not relieve the Contractor of the responsibility to actively take all steps necessary to control soil erosion and sedimentation, as well as runoff on to adjacent properties.

Additionally, the Contractor shall provide for storm water control within and along the construction areas to prevent and/or limit erosion and to prevent run-on into the existing, adjacent construction areas. The methods ultimately used to provide this control are the Contractor's responsibility. The suggested method is silt fence. However, temporary earthen and/or sandbagged berms, shallow sumps, or other methods of erosion and sediment control may need to be installed, as directed by the Engineer. Regardless of the method chosen, all devices shall be sloped to drain. The method(s) chosen to control storm water should not prohibit timely construction.

Silt fence, or any other erosion control structure, shall be installed and maintained from the initial land disturbance activity until the satisfactory completion (established vegetation) of the construction areas has occurred.

All erosion and sediment control devices shall be inspected by the Contractor at least weekly and after each rainfall occurrence and cleaned out and repaired by the Contractor as necessary. Ditches with sediment accumulation shall be cleaned out. Deteriorated or dislodged silt fence shall be replaced with new materials promptly. Any collected sediment shall be disposed in a location approved by the CQA Consultant.

1.4 SILT FENCE

- 1.4.1 The construction under this section shall consist of the erection of silt fences, used as sediment control barriers, and installed down gradient of the work areas. Silt fences shall be placed along contours of constant elevation. (Additional sediment control measures may be added by the CQA Consultant and/or Owner at the time of construction on an as-needed basis.)
- 1.4.2 Silt fences shall be constructed according to the details shown on the Construction Drawings or as described herein prior to any construction activities. Silt fences shall be kept free of accumulation of deleterious materials that would inhibit its function. Posts used for silt fence installation shall be placed a maximum of 8 feet apart and shall be driven at least 14 inches into the ground. A 6-inch wide by 6-inch deep trench shall be excavated along the line of posts and upslope from the barrier. Filter fabric shall be fastened to the uphill side of the fence posts, and extended 6 inches into the trench. When joints are necessary in the filter fabric, the filter fabric shall be spliced at a support post, with a minimum 6-inch overlap, and the ends shall be securely fastened to the post. No staking shall occur on the capped portion of the landfill.
- 1.4.3 Silt fences are not required on disturbed areas which drain directly into drainage channels that lead to sedimentation ponds/basins.
- 1.4.4 All silt fence shall be removed when they have served their usefulness so as not to block or impeded storm water flow or drainage.

1.5 MEASUREMENT AND PAYMENT

The quantity of work conducted under this item shall be measured on a linear foot basis for silt fence. Any additional temporary or permanent erosion and sediment controls not shown on the Construction Drawings and required to prevent excess soil erosion and sediment accumulation or for temporary access are considered incidental and no separate payment shall be made.

1.6 PAY ITEMS

Item 1.1, "Silt Fence," per linear foot.

2.0 EARTHWORK (Borrow Material, Fill, and Compaction)

2.1 GENERAL

Work covered in this section shall consist of furnishing the labor, tools, equipment, incidentals, support facilities, and services necessary to complete the Earthwork, as indicated on the Construction Drawings and as detailed in these Technical Specifications. This work shall consist of filling eroded areas with compacted fill, filling low areas to develop a relatively uniform surface, regrading areas to blend them with adjacent graded areas, removal of existing roadway sections, adding compacted structural fill, relocating silt deposits, removing existing vegetation, and stockpiling removed materials.

The Contractor shall be responsible at all times for carrying out all operations in a safe and prudent manner so that the workers, public, and adjacent property will be protected from hazards.

2.2 MATERIALS

Soil to be used for placing compacted fill in the slip area and for repairing eroded gullies shall be the most fine-grained soil available. Particle size shall not exceed 2-inches, except in areas where erosion gullies are more than 24 inches deep. In these areas, fill will be placed and compacted up to a depth of 24 inches below the surface, with material containing a maximum particle size of 2 inches. Soil may be obtained from washed material on benches or borrow areas.

2.3 METHODS

- 2.3.1 Any damaged areas shall be repaired with soil material. Removed soil materials shall be placed in fill areas or stockpiled for potential use as structural fill material, if suitable, as determined by the Engineer.
- 2.3.2 In existing eroded areas, the Contractor shall fill in any erosion gullies or rills with material to provide a uniform surface.
- 2.3.3 The Contractor shall drag, back-blade or grade the surface to achieve uniformity. A smooth-drum roller shall then be used to provide a relatively smooth-finished surface.
- 2.3.4 On the surface over the existing waste fill area, a 3:1 (horizontal to vertical) uniform and stable slope shall be maintained between benches.
- 2.3.5 Contractor to obtain soil material for fills from designated borrow areas approved by the Engineer.

- 2.3.6 Contractor shall remove all vegetation in the Slip Area shown on the Construction Drawings prior to the placement of any fill material. Contractor shall then place fill in 12-inch maximum compacted lifts over the existing Slip Area. However, care shall be taken to minimize excavation into the final cover soil.

2.4 MEASUREMENT AND PAYMENT

The quantity of excavation work conducted under this item shall be measured based on field topographic survey, and volumes calculated by computer generated digital terrain modeling. Measurement for all earthwork associated with hauling, placement, and compaction of structural fill/berm construction shall also be based on field topographic survey and computer modeling. Likewise, measurement for all earthwork associated with hauling, placement, and disposal of excess fill, or stockpiled material shall be based on field topographic survey, and volumes calculated by digital terrain modeling. Any clearing and grubbing of areas where earthwork will be performed or stockpile areas will be considered incidental to the earthwork and no separate payment shall be made.

2.5 PAY ITEMS

- Item 2.1, "Slip Area Fill Placement," per cubic yard
Item 2.2, "Eroded Gully Repair," per linear foot

3.0 SURFACE WATER DRAINAGE DITCHES

3.1 GENERAL

Work under this item shall consist of excavating, grading, and shaping new surface drainage ditches, and also restoring/repairing existing drainage ditches, as presented on the Construction Drawings. Some temporary drainage ditch construction may be required around the on-site borrow areas. Other temporary surface drainage construction may be required to suit field conditions at the time of construction and is considered incidental.

3.2 MATERIALS

- 3.2.1 Compacted soil as described in Section 2.2.1 of these Technical Specifications
- 3.2.2 Erosion control matting – East Coast ECX-1 Excelsior, or equal
- 3.2.3 Grass seed per Section 6.0 of these Technical Specifications, and hay or straw.

3.3 METHODS

3.3.1 Permanent And Temporary Surface Water Channels/Ditches

The Contractor shall be responsible for the construction of the temporary ditches described above and any ditches associated with the borrow areas. Refer to the Construction Drawings which provide the locations and details required to construct the ditches to divert runoff to the existing perimeter channels.

- 3.3.2 The ground surface on which the vegetative protection is to be placed shall be free of brush, trees, stumps, and other objectionable material and shall be dressed to a smooth surface. All soft or spongy material shall be removed to the depth as required by the CQA Consultant, Engineer, and/or Owner and replaced with approved material.
- 3.3.3 The Contractor shall provide positive drainage for channels and ditches constructed. In the event the grades, inverts, and elevations for the channels and ditches shown on the Construction Drawings do not provide positive drainage then the Contractor shall notify the Owner and Engineer to resolve this discrepancy.
- 3.3.4 Any temporary or permanent drainage channels/ditches shall be vegetated (refer to Section 6.0 of these Technical Specifications) as soon as practical after grading. Hay or straw mulch shall be applied at a rate of 1.5 tons per acre to minimize erosion until the vegetation is established. Erosion control

matting in channels is required until permanent vegetative growth is established.

- 3.3.5 Upon completion of all temporary and permanent drainage control channels and ditches, the CQA Consultant shall survey the channel/ditch invert to verify that it has been constructed to the design, lines, and grades indicated on the Construction Drawings.

3.4 DITCH EXCAVATION AND GRADING

The ditches shall be excavated in accordance with the plan locations and details, or as directed by the CQA Consultant. Care shall be taken so as not to over excavate any ditches. Following excavation, all ditches and channels shall be graded, shaped, and compacted to conform to the detail presented on the Construction Drawings. The ditches are anticipated to be in fill, natural soil, weathered rock, or final cover soil of the cap.

3.5 DITCH LINING

The ditches shall be lined with erosion control matting as described in Section 3.2 of these Specifications. The matting shall be placed and anchored in accordance with manufacturer's recommendations.

3.6 RIP-RAP-LINED DITCHES

No work is anticipated to be performed on existing rip-rap-lined drainage ditches, and no new rip-rap-lined drainage ditches will be constructed. However, when connecting new and existing grass-lined drainage ditches to existing rip-rap-lined drainage ditches, care shall be taken to preserve the existing design and construction of the rip-rap-lined drainage ditches.

3.7 DRIVE THROUGH SWALE

The drive through swale area shall be excavated to solid subgrade material. $D_{50}=6"$ riprap shall then be placed in the proposed drive through swale as shown on Figure No. 3, Detail 4/3.

3.8 MEASUREMENT AND PAYMENT

The quantity of work conducted under this item shall be measured on a linear foot basis for the ditches. Revegetation of the ditches is considered incidental and no separate payment shall be made.

3.9 PAY ITEMS

Item 3.1, "Drainage Ditches," per linear foot
Item 3.2, "Drive Through Swale," per each

4.0 ATV TRAIL REMOVAL

4.1 GENERAL / METHODS

Any existing ATV ("four-wheeler") trails running up the slope of the landfill shall be removed by grading the surface to blend in with the existing adjacent grading and revegetated per Section 6.0 of these specifications.

4.2 MATERIALS

4.2.1 Soil from the borrow areas or washed materials from erosion gullies shall, if needed, be used for repairing the ATV trail. Particle size shall not exceed 2-inches.

4.2.2 Revegetation per Section 6.0 of these Technical Specifications shall be applied.

4.3 MEASUREMENT AND PAYMENT

The quantity of work conducted under this item shall be measured by field survey, along the trail center, on a linear foot basis for ATV trails being repaired. Revegetation of the trail is considered incidental and no separate payment shall be made.

4.4 PAY ITEMS

Item 4.1, "ATV Trail Repair," per linear foot.

5.0 GAS VENT REPAIRS

5.1 GENERAL

Work covered in this section shall consist of furnishing the labor, materials, tools, equipment, incidentals, and services necessary to restore approximately 20 existing passive gas vent extraction wells, the locations of which will be determined in the field.

5.2 MATERIALS

- 5.2.1 Solid wall, 4-inch diameter, Schedule 80 PVC pipe with cap, fittings, and turndown; and,
- 5.2.2 3,000 psi concrete bases reinforced with one layer of 6x6-W2.9xW2.9 welded wire fabric.

5.3 METHODS

Only the passive gas vent extraction wells which have been determined to be in need of restoration (approximately 20) shall be repaired at the locations determined by the Engineer and in accordance with the details shown on the Construction Drawings.

- 5.3.1 The Contractor shall remove the existing concrete base around the gas vent, and then remove the existing vent pipe by cutting it off 6 to 12 inches above the ground. The remaining pipe stub shall be cleaned and deburred.
- 5.3.2 The Contractor shall attach a new section of PVC vent pipe with turn down as shown on the construction drawings.
- 5.3.3 A 4 inch thick bed of No. 57 gravel shall be applied around the vent pipe to serve as a bed for the concrete pad.
- 5.3.4 A new reinforced concrete base shall be formed and poured around each of the repaired gas vents in accordance with the details shown on the Construction Drawings, and to match existing construction and design.
- 5.3.5 The Contractor shall take every safety precaution and adhere to all federal, state, and local regulations, including OSHA regulations, when working around these wells, since methane gas may accumulate at these well locations. These safety precautions include field instrumentation and testing of atmosphere conditions at the well locations to minimize any potential hazards in the immediate working area.

5.4 MEASUREMENT AND PAYMENT

The quantity of work conducted under this item shall be measured on a per each basis for gas vents being repaired.

5.5 PAY ITEMS

Item 5.1, "Gas Vent Repair," per each.

6.0 REVEGETATION

6.1 GENERAL

Work covered under this item shall consist of furnishing all labor, materials, equipment, tools, and appurtenances required to complete the seeding of all areas disturbed or regraded for the closure cap construction, including the closure area, the borrow areas, and any areas disturbed as a consequence of construction.

6.2 MATERIALS

Seeding, Fertilizing, Liming, and Mulching Requirements

The minimum requirements of soil amendments are as follows:

Seed bed preparation shall be done by "tracking" with a dozer. Heavily compacted areas such as road beds shall be ripped or disked prior to revegetation.

A minimum of 600 pounds per acre of 10-20-10 or 10-20-20 fertilizer, or equivalent, shall be applied. Fertilizer rates based on soil analyses conducted by a qualified laboratory may be substituted for the minimum fertilizer rate.

Lime shall be required where soil pH is less than 5.5. Lime rates shall be such that a standard soil pH of 6.0 will be achieved.

Mulch shall be used on all disturbed areas using hay, straw, or wood fiber mulch, applied at a rate of 1,000 pounds per acre.

Temporary Vegetation Specifications

For any disturbed area where no construction activity is anticipated for a period of 2 months or longer, the following seed species application rates and seeding dates shall be used for establishing temporary vegetation:

<u>Species to Seed</u>	<u>Suggested Seeding Date</u>	<u>Rate (lbs/acre)</u>
Oats	March 1 - June 15	128 pounds
Annual ryegrass and oats	March 1 - June 15	26 pounds 60 pounds
Rye	August 15 - November 1	120 pounds
Annual ryegrass	March 1 - October 15	40 pounds
Smooth bromegrass	March 1 - October 15	40 pounds

Straw or hay may be used as mulch at 3 tons per acre in lieu of seeding, especially for winter protection, as approved by the CQA Consultant and Owner.

Permanent Vegetation Specifications

The time of seeding for grass and legume mixtures are early spring (March, April, and May), summer and fall seeding (August and September), and seed grass alone (October 1 to November 15). Methods of seeding are broadcast seeding with cultipacker, cyclone seeder, drill, or hydroseeder.

The following seed species and rate of applications shall be used for permanent vegetation:

<u>Species to Seed</u>	<u>Rate (lbs/acre)</u>
Kentucky 31 tall fescue	50
Birdsfoot trefoil	15
Annual Ryegrass	15

NOTE: Birdsfoot trefoil is to be properly inoculated.

6.3 METHODS

The Contractor shall deliver grass seed mixture in sealed containers showing weight, seed mix, year of production, date of packaging, and location of packaging. Seed in damaged packaging is not acceptable.

The Contractor shall deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer. Fertilizer in damaged packaging is not acceptable.

The need for soil amendments shall be based on a soil analysis conducted by a reputable laboratory. The Contractor shall apply fertilizer in accordance with the manufacturer's instructions. The Contractor shall not apply fertilizer at the same time or with the same machine as will be used to apply seed unless hydroseeding.

The Contractor shall apply seed at the rate recommended evenly in 2 intersecting directions. The seed shall be raked in lightly. The Contractor shall not seed areas in excess of which can be mulched on the same day.

The Contractor shall not sow seed or fertilizer immediately following rain, when the ground is too dry, or during windy periods.

When applying seeds, lime, fertilizer, or mulch materials with the hydroseeder, do not use more than 100 to 150 pounds of solids per 100 gallons of water. A low pH is detrimental to the legume inoculant. If inoculant is in a seed, fertilizer, and lime

slurry, it should be used within 3 to 4 hours, or a fresh supply of inoculant should be added. When legume is to be included in a slurry mixture containing fertilizer, the amount of inoculant added to the tank should be 4 times the rate prescribed by the manufacturer. It is preferable to hydroseed when the soil is moist.

Inspection/Maintenance Plan

The revegetated site shall be inspected prior to the spring and fall planting season to determine if the required vegetative success rate has been obtained. Those areas that have been previously seeded, but are deficient, must be reseeded by the Contractor to establish a satisfactory stand of vegetation. Disturbed areas that may sit idle (longer than 3 weeks) for an extended period shall be temporarily revegetated.

Maintenance will consist of repairing areas which may have been damaged by erosion. Rills or gullies which may have developed will be filled with native soil. Repair work will be done as necessary. Benches will be examined to see if they are functioning properly and accumulations of sediment or debris will be removed.

The vegetation will be inspected to determine if vegetation has been established. Standards for legumes and perennial grasses shall require at least a 90 percent ground cover. Substandard areas shall not exceed 1/4-acre in size, nor total more than 10 percent of the seeded area. Areas found to be deficient in vegetative cover shall be retreated by grading, seeding, planting, mulching, liming, and fertilizing, as required to establish the required level of vegetative success by the Contractor. The area shall be inspected regularly, but not less than twice per year. At a minimum, the site will be inspected 30 days prior to the end of the recognized spring and fall planting seasons. If maintenance work is required, it shall be completed so that seeding can occur prior to the end of the recognized planting season.

6.4 MEASUREMENT AND PAYMENT

Revegetation shall be considered incidental to other construction, and no separate payment shall be made for all disturbed areas except for the borrow area. Borrow area revegetation shall be measured and paid on a field surveyed area for Item 6.1, "Borrow Area Revegetation."

6.5 PAY ITEMS

Item 6.1, "Borrow Area Revegetation," per acre.

7.0 SEDIMENT POND DISCHARGE MONITORING POINT CONSTRUCTION

7.1 GENERAL

Work covered under this item shall consist of furnishing all labor, materials, equipment, tools, and appurtenances required to complete the construction of a discharge monitoring point for the site's existing sediment pond.

7.2 MATERIALS

Materials used in the construction of the discharge monitoring point include:

24-inch Bituminous-coated, Galvanized CMP culvert;
24-inch Galvanized Flared End Section;
12 inch to 18 inch Riprap.

7.3 METHODS

- 7.3.1 The contractor shall prepare an area as indicated on the plans for the construction of the discharge monitoring point by clearing and stripping vegetation and excavating a keyway into the existing channel bottom.
- 7.3.2 The Contractor shall install the 24-inch CMP pipe as shown on the plans, along the channel bottom.
- 7.3.3 The Contractor shall construct the riprap embankment as shown on the plans, directing the anticipated flow towards the upstream end of the 24-inch CMP pipe.
- 7.3.4 As shown on the plans, the Contractor shall place the riprap such that a notch is formed along the top of the riprap embankment to direct flow over the embankment and away from the channel edges.
- 7.3.5 The riprap embankment shall be thoroughly grouted with non-shrinking grout on both sides and the top of the embankment. The grout shall be applied so that all outer voids of the riprap embankment are filled with non-shrinking grout. A minimum 2 inch thick grout coating shall be applied to the outside of the riprap embankment.
- 7.3.6 The edges of the riprap embankment shall be keyed into the existing channels sides as shown on the plans.

7.4 MEASUREMENT AND PAYMENT

The quantity of work conducted under this item shall be measured on a per each basis for the construction of the discharge monitoring point.

7.5 PAY ITEMS

Item 7.1, "Discharge Monitoring Point," per each.

8.0 ROAD GRADING

8.1 GENERAL

Work covered in this section shall consist of grading the existing road northwest of the landfill area. This grading will consist of cutting and, if necessary, filling low areas to create a uniform and smooth surface.

8.2 MATERIALS

8.2.1 Fill material, if needed shall be obtained from the borrow areas or washed materials from erosion gullies. Particle size shall not exceed 2-inches.

8.3 METHODS

The road shall be graded to a uniform and smooth surface using conventional equipment. Once grade work is complete, the area shall be seeded in accordance with Section 6.0 of these Technical Specifications.

8.4 MEASUREMENT AND PAYMENT

The quantity of work conducted under this item shall be measured by field survey; along the road center on a linear foot basis for roads being graded.

8.5 PAY ITEMS

Item 8.1, "Road Grading," per linear foot.

9.0 TRACKING AND TOP DRESSING

9.1 GENERAL

Work covered under this section will consist of tracking the entire landfill footprint as shown on the contract drawings and applying top dressing as described in this section.

9.2 MATERIALS

The minimum requirements of top dressing are as follows:

Surface preparation shall be done by "tracking" with a dozer.

A minimum of 300 pounds per acre of 10-20-10 or 10-20-20 fertilizer, or equivalent, shall be applied.

Test results show the soil pH to be 5.4. Lime shall be applied at a rate of 0.8 tons per acre.

9.3 METHODS

Tracking shall be done perpendicular to (up and down) slopes, so that track marks run parallel with the slopes. Heavily compacted areas such as road beds shall be ripped or disked prior to applying top dressing.

The Contractor shall deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer. Fertilizer in damaged packaging is not acceptable.

The Contractor shall not apply fertilizer immediately following rain, when the ground is too dry or during windy periods. The Contractor shall apply fertilizer in accordance with the manufacturer's instructions. The Contractor shall not apply fertilizer at the same time or with the same machine as will be used to apply seed unless hydroseeding.

When applying lime and/or fertilizer with the hydroseeder, do not use more than 100 to 150 pounds of solids per 100 gallons of water.

9.4 MEASUREMENT AND PAYMENT

The quantity of work conducted under this item shall be measured on a per acre basis for tracking and top dressing.

9.5 PAY ITEMS

Item 9.1, "Tracking and Top Dressing," per acre.

10.0 WOVEN WIRE FENCE

10.1 GENERAL

Work covered under this item shall consist of furnishing all labor, materials, equipment, tools, and appurtenances required to complete the installation of zinc-coated (galvanized) steel woven wire fencing. This specification contains general information. The fence materials, appurtenances and installation shall conform to AASHTO M279, M280-84 and M281-84.

10.2 MATERIALS

10.2.1 Base Metal

The base metal of the fence fabric and barbed wire shall be of a good commercial quality of high tensile steel wire. If copper-bearing base metal is specified, the copper content shall conform to the following requirements:

Cast of heat analysis	0.20% Copper, min.
Product Analysis	0.18% Copper, min.

Zinc-coated Steel Fence Wire and Barbed Wire
The wire shall be zinc coated before fabrication.

10.2.3 Woven fence fabric

The woven fence fabric shall have a series of horizontal (line) wires with vertical (stay) wires woven or wrapped around around the line wires, forming rectangular openings.

10.2.4 The fence wire shall be No. 14 ½ gage, High Tensile, Class 3 wire with a nominal diameter of 0.076 inches. The top and bottom wire shall be 11 gage.

10.2.5 The barbed wire shall be 12 ½ gage with 4 points and a spacing of 5 inches between barbs.

10.2.6 Steel posts shall be fabricated from hot-wrought carbon steel, 0.35% carbon, minimum, with a yield strength of 40 ksi and tensile strength of 70 ksi. Assemblies shall be of the same material as the posts.

10.3 JOINTS AND WORKMANSHIP

10.3.1 Splicing of individual line wires by means of a wrap joint or an electric butt weld is permitted. The maximum number of line wire splices or joints shall not exceed one half of the number of line wires in any 20 rod (101 m) roll of fabric fence. Such splices or joints shall be made in a workmanlike manner.

- 10.3.2 The woven wire fence fabric shall have uniformly wrapped joints, and all stay wires shall be properly spaced and substantially perpendicular to the line wires.

10.4 METHODS

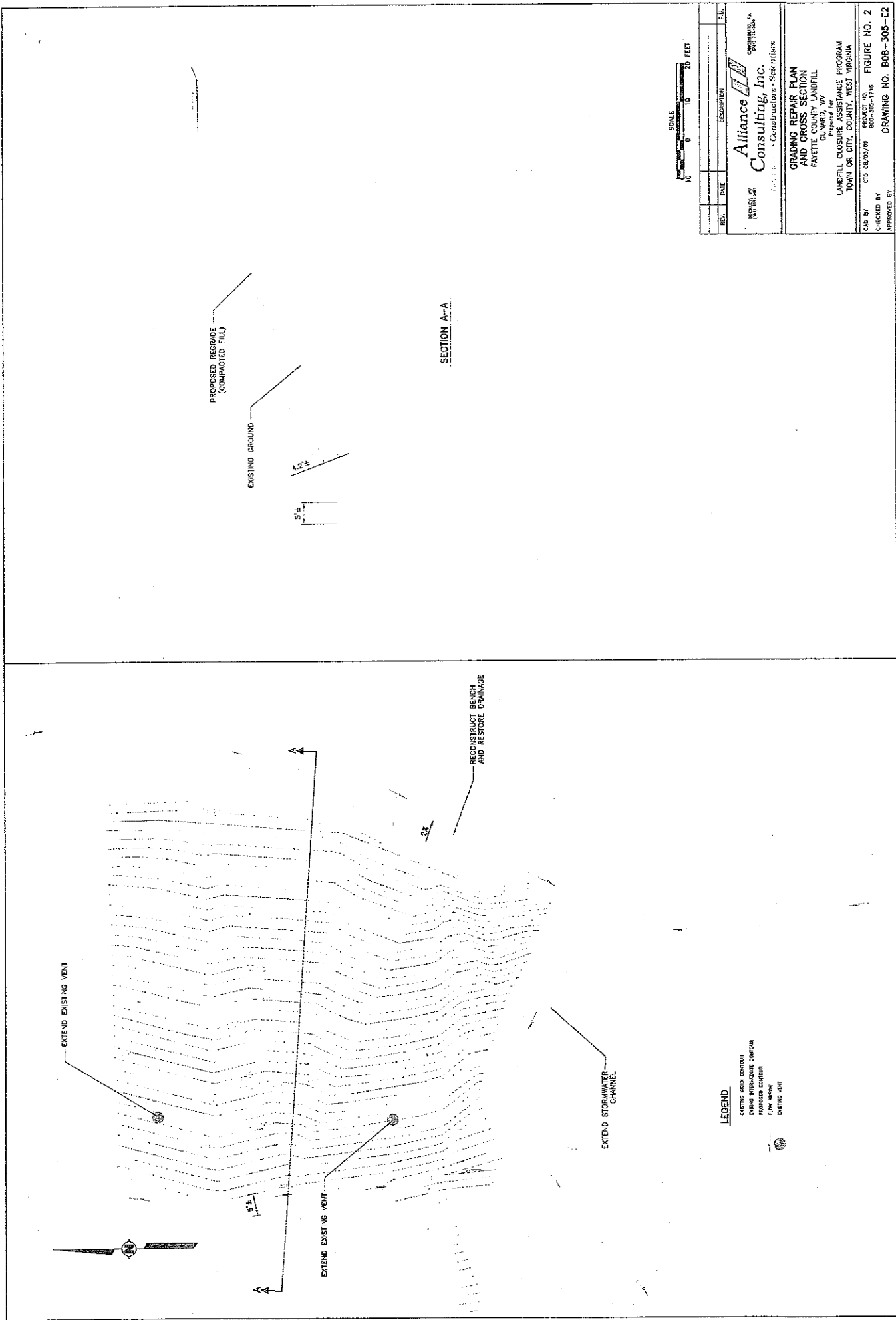
- 10.4.1 The woven wire fence shall be installed according to manufacturer's specifications and recommendations and as shown on the construction plans. The tension curves in the woven wire fencing should be straightened by 1/3 when installation is complete.

10.5 MEASUREMENT AND PAYMENT

The quantity of work conducted under this item shall be measured by field survey, on a linear foot basis for Woven Wire Fence.

10.6 PAY ITEMS

Item 10.1, "Woven Wire Fence," per linear foot.

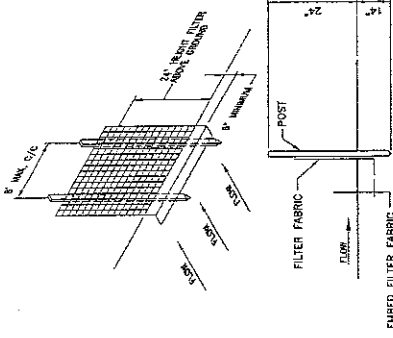


REV.	DATE	DESCRIPTION	P.L.

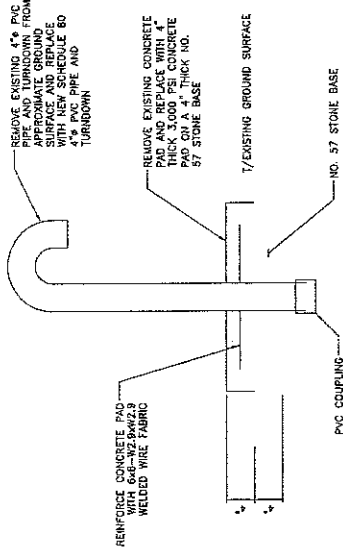
Alliance Consulting, Inc.
 1211 E. ... Constructors - Scientists
 1000 ...
 1000 ...
 1000 ...

GRADING REPAIR PLAN AND CROSS SECTION
 COUNTY OF LANPOLL
 FAYETTE COUNTY, WV
 Prepared for
 LANDFILL CLOSURE ASSISTANCE PROGRAM
 TOWN OF CITY, COUNTY, WEST VIRGINIA

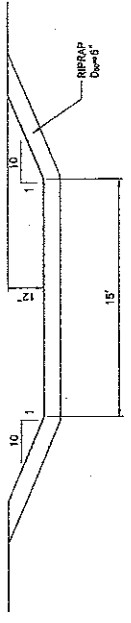
CSD 84 CSD 08/29/95 PROJECT NO. **FIGURE NO. 2**
 888-355-1716
 CHECKED BY
 APPROVED BY DRAWING NO. 808-305-E2



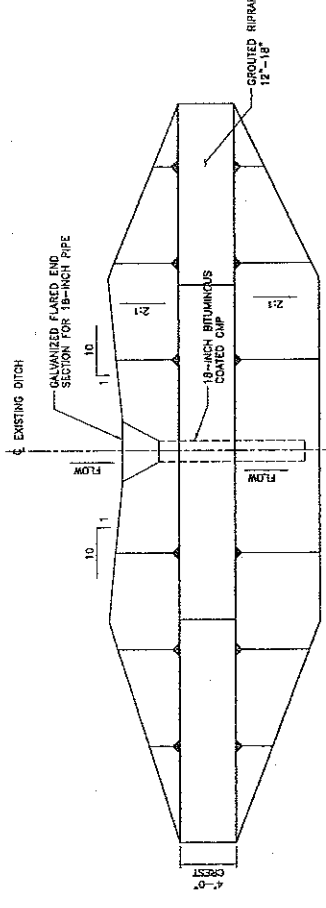
1 TYPICAL SILT FENCE
N.T.S.



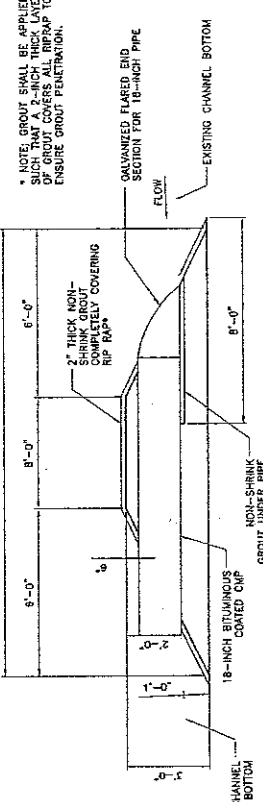
2 TYPICAL GAS VENT REPAIR
N.T.S.



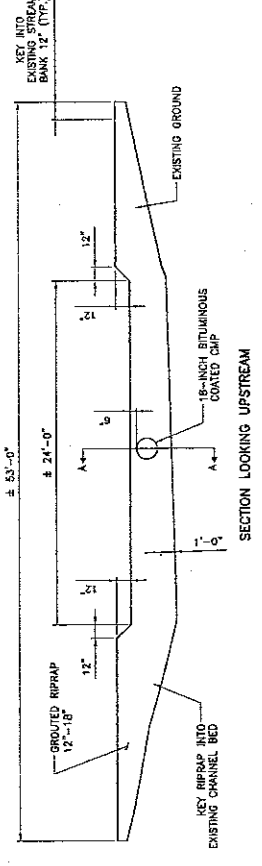
3 DRIVE-THROUGH SWALE
N.T.S.



PLAN VIEW



SECTION A-A



SECTION LOOKING UPSTREAM

* NOTE: GROUT SHALL BE APPLIED SUCH THAT A 2-INCH THICK LAYER OF GROUT COVERS ALL RIPRAP TO ENSURE GROUT PENETRATION.



REV.	DATE	DESCRIPTION	P.L.

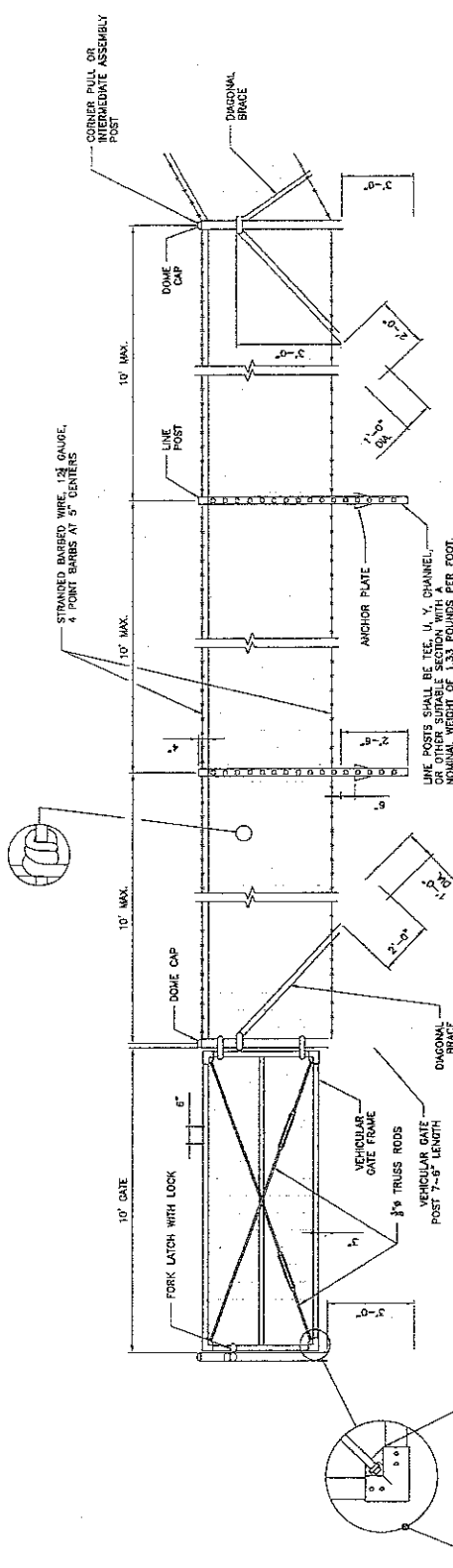
Alliance Consulting, Inc.
 1000 SHILOH ROAD
 SUMMERSVILLE, WEST VIRGINIA 26041
 Phone: 800-541-4444

DETTIS
 DENNIS J. LANDELL
 PROFESSIONAL ENGINEER
 STATE OF WEST VIRGINIA
 License No. 11119

CONSTRUCTION DRAWINGS
 PREPARED FOR:
 LANDFILL CLOSURE ASSISTANCE PROGRAM
 SUMMERSVILLE, NICHOLAS COUNTY, WEST VIRGINIA

DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

FIGURE NO. 3
 DRAWING NO. BOB-305-E3



NOTES:

- EXCEPT FOR "NORMAL LENGTH" LINE POSTS, ALL OTHER POSTS AND THEIR DIAGONAL BRACES SHALL BE EITHER GALVANIZED STEEL PIPE MEMBERS OR TRIPLE-COATED STEEL PIPE MEMBERS AS SPECIFIED IN THE MATERIALS SPECIFICATION.
- GATE FRAMES MAY BE EITHER GALVANIZED PIPE MEMBERS OR TRIPLE-COATED PIPE MEMBERS. ALL OTHER METAL COMPONENTS OF GATES SHALL BE GALVANIZED WITH THE EXCEPTION OF CORNER FITTINGS, CORNER FITTINGS AND PRESSED STEEL CORNER FITTINGS.
- UNLESS OTHERWISE SPECIFIED BY THE ENGINEER, WOVEN WIRE FENCE POSTS SHALL BE GALVANIZED STEEL PIPE MEMBERS BARBED IN LINE OF THE BARBED WIRE DETAILED HEREIN, THE FOLLOWING ADDITIONAL TYPES ARE ACCEPTABLE, PROVIDED THEY RETAIN THE PROVED HARD METAL CORNER FITTINGS AND MEET THE STRENGTH AND COATING REQUIREMENTS FOR STRANDED 12 GAUGE BARBED WIRE:

- ONE-STRAND, 12 GAUGE, HIGH CARBON STEEL BARBED WIRE.
- DOME CAPS FOR END, CORNER GATE, LINE OR PULL POSTS SHALL BE EITHER GALVANIZED STEEL OR TRIPLE-COATED STEEL BY MEANS OF SET SCREWS, PINS, OR BRUETS.
- TYPE PW-4-5 MICRO-SPRESS OVAL SLEEVE WIRE SPLICES, OR OTHER EQUAL SLEEVE SPLICES APPROVED BY THE ENGINEER, MAY BE USED IN PLACE OF THE TYPICAL WIRE FENCE SPLICE SHOWN HEREIN.

TYPICAL FENCE SECTION
(3'-11" FENCE FABRIC HEIGHT)
N.T.S.

LINE POSTS SHALL BE THE U. S. CHANNEL OR EQUAL WITH A MINIMUM NOMINAL WEIGHT OF 1.33 POUNDS PER FOOT, EXCLUSIVE OF ANCHOR PLATE, UP TO A MAXIMUM LENGTH OF 10'-0". LINE POSTS WHICH EXCEED 10' FOOTING SHALL BE PIPE POSTS, SET IN CONCRETE FOOTINGS.

LINE POSTS HEIGHT ABOVE GROUND LINE SHALL BE 6" MAX.

STRANDED BARBED WIRE, 12 GAUGE, 4 POINT BARBS AT 3" CENTERS

CUT GRADE NECESSARY TO FAN WIRES

WHEREVER PRACTICAL THE NORMAL FLOW LINE SHALL BE DETERMINED AND THE LOWER WIRE PLACED 6" (MAX.) ABOVE THE ELEVATION

KEEP BOTTOM WIRE AS CLOSE TO THE GROUND AS POSSIBLE

FOR CROSSINGS LESS THAN 10'

CONCRETE FOOTINGS

VEHICULAR GATE CORNER ATTACHMENT, SIMILAR DESIGNS MEETING THE APPROVAL OF THE ENGINEER MAY BE USED.

VEHICULAR GATE CORNER ATTACHMENT, SIMILAR DESIGNS MEETING THE APPROVAL OF THE ENGINEER MAY BE USED.

TYPICAL SECTION AT MINOR DEPRESSIONS AND WET WEATHER CROSSINGS
N.T.S.

TYPICAL WIRE FENCE SPLICE
N.T.S.

FENCE MEMBERS TABLE

MEMBER DESIGNATION	GALVANIZED PIPE		TRIPLE-COATED PIPE			
	WALL THK. IN.	WT. LB./FT.	WALL THK. IN.	WT. LB./FT.		
END, PULL, CORNER AND INTERMEDIATE ASSEMBLY POST	2	0.154	3.65	2	0.130	3.11
DIAGONAL BRACE POST	1.25	0.140	2.27	1.25	0.111	1.63
VEHICULAR GATE FRAME	3	0.226	3.65	3	0.120	2.28
VEHICULAR GATE FRAME SPECIAL LENGTH LINE POST (FOR OVER 9'-0" LENGTH)	2	0.154	3.65	2	0.130	3.11

REFERENCE: TAKEN FROM WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, AND TITLED "WY FENCE-PARK FIELD WITH STEEL POSTS (3'-11" FENCE FABRIC HEIGHT)".

Alliance Consulting, Inc.
REGISTERED PROFESSIONAL ENGINEERS, P.E.
1010 UNIVERSITY AVENUE, SUITE 100
CHARLOTTE, NORTH CAROLINA 28202
TEL: 704.375.1111 FAX: 704.375.1112

FENCE DETAILS (3'-11" FENCE FABRIC HEIGHT)
CONSTRUCTION DRAWINGS
FAVETTE COUNTY LANDFILL
CUMMARD, WV
LANDFILL CLOSURE ASSISTANCE PROGRAM
SUMMERSVILLE, NICHOLAS COUNTY, WEST VIRGINIA

DATE: 01/09/09
DRAWING NO. B08-305-EA
FIGURE NO. 4



Agency _____
REQ.P.O# _____

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Corporate Seal

See Attached

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
 RFQ/RFP# (B)

Bid Bond

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

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

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

NOW THEREFORE.

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a

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

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

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

Principal Corporate Seal

(R)

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

(U)

Surety Corporate Seal

 (V)
 (Name of Surety)

 (W)
 Attorney-in-Fact

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

DEP 14876

KC

~~DEP14786~~

BID SCHEDULE

FAYETTE COUNTY LANDFILL SITE REHABILITATION

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1.1	500	Linear Foot	Silt Fence	<u>10.00</u>	<u>5,000.00</u>
2.1	890	Cubic Yard	Slip Area Fill Placement	<u>10.00</u>	<u>8,900.00</u>
2.2	543	Linear Foot	Eroded Gully Repair	<u>10.00</u>	<u>5,430.00</u>
3.1	2932	Linear Foot	Drainage Ditches	<u>20.00</u>	<u>58,640.00</u>
3.2	1	Each	Drive Through Swale	<u>30,000.00</u>	<u>30,000.00</u>
4.1	547	Linear Foot	ATV Trail Repair	<u>10.00</u>	<u>5,470.00</u>
5.1	20	Each	Gas Vent Repair	<u>2,000.00</u>	<u>40,000.00</u>
6.1	2	Acre	Borrow Area Revegetation	<u>3,000.00</u>	<u>6,000.00</u>
7.1	1	Each	Discharge Monitoring Point	<u>39,000.00</u>	<u>39,000.00</u>
8.1	400	Linear Foot	Road Grading	<u>10.00</u>	<u>4,000.00</u>
9.1	12	Acre	Tracking and Top Dressing	<u>4,000.00</u>	<u>48,000.00</u>
10.1	3,400	Linear Foot	Woven Wire Fence	<u>40.00</u>	<u>136,000.00</u>
				Total	<u>\$386,440.00</u>

Contractor Name:

Carpenter Reclamation Inc.

Signature:

Kelley Carpenter

Date:

2/23/10

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Carpenter Reclamation, Inc
of PO Box 13015 Sissonville, WV 25360, as Principal, and Western Surety Company
of U.S. Steel Tower, 600 Grant Street, Suite 500, Pittsburgh, PA, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for DEP14876, Fayette County Landfill Project in Fayette County WV, according to plans and specifications.

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 22nd day of February, 2010.

Principal Corporate Seal

Carpenter Reclamation

(Name of Principal)

By Kelley Carpenter

Kelley Carpenter (Must be President or Vice President)

President

(Title)

Surety Corporate Seal

Western Surety Company

(Name of Surety)

Sheila McCormick

Sheila McCormick (Attorney-in-Fact)

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Ross E Johnson, Beverly A Holstine, Kathryn K Arthur, Sheila Mc Cormick, Individually

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 25th day of April, 2008.



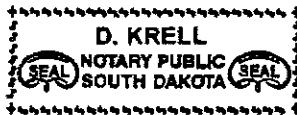
WESTERN SURETY COMPANY

Paul T. Brufat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of April, 2008, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of February 2010.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



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

STATE OF West Virginia

COUNTY OF Kanawha, TO-WIT:

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

- 1. I am an employee of Carpenter Reclamation Inc.; and,
(Company Name)
- 2. I do hereby attest that Carpenter Reclamation 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.

Carpenter Reclamation Inc.
(Company Name)

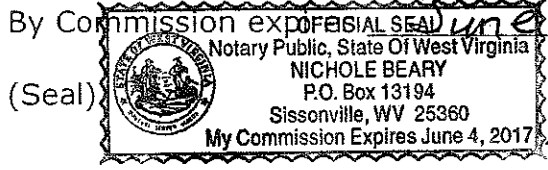
By: Kelley Carpenter

Title: President

Date: 2/23/10

Taken, subscribed and sworn to before me this 23 day of February, 2010

By Commission Expires June 4, 2017



Nichole Beary
(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.

RFQ No. DEP-14874

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Carpenter Reclamation Inc.

Authorized Signature: Kelly Carpenter Date: 2/23/10

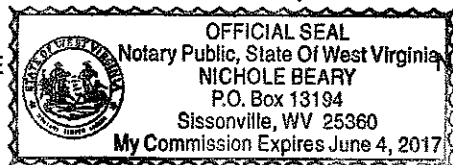
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 23 day of February, 2010

My Commission expires June 4, 2012, 20

AFFIX SEAL HERE



NOTARY PUBLIC

Nichole Beary