



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
DEP15061

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN 304 558 2157

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Excavating Associates
 PO Box 434
 Eilerslie, MD 21529

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
10/14/2010				

BID OPENING DATE: 12/02/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE ALL REQUIRED LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF FREEPORT MINING CORPORATION, NOW UNDER REVOKED PERMIT NUMBER(S) S-1019-87, S-1004-88, PER THE FOLLOWING DRAWINGS & SPECIFICATIONS, BID REQUIREMENTS, AND TERMS & CONDITIONS.</p> <p>THIS SITE CONSISTS OF APPROXIMATELY 43 ACRES AND IS LOCATED NEAR PISGAH, WV IN PRESTON COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 11/04/2010 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DIS-</p>						

RECEIVED

2010 DEC -2 AM 10:25

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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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 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).



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<p>QUALIFICATION 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 SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: FROM RT. 68 EAST, TAKE COOPERS ROCK EXIT. TURN LEFT ONTO 73/12, GO TO 73/73. TURN RIGHT, CONTINUE FOR 0.8 MILES TO 73/2: PISGAH-LAUREL RUN RD. CONTINUE ON 73/2 FOR APPROX. 1.1 MILE TO 73/5. FROM THAT INTERSECTION, CONTINUE STRAIGHT 0.5 MILES TO WHERE SITE IS ON THE RIGHT AND LEFT.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK T</p>						

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<p>SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON 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>						

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<p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <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</p>						

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PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.

WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.

BIDDER TO COMPLETE:

CONTRACTORS NAME: *Excavating Associates, Inc*

CONTRACTORS LICENSE NO.: ... *WV 024125*

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.

APPLICABLE LAW

THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.

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.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES

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<p>FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED 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>						

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<p>THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p>						
3.						
<p>A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p>						
REV. 10/01/01						
EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS						
IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS						

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<p>MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. 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>						

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>DEP15061</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 DEP15061

PAGE
 10

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

VENDOR

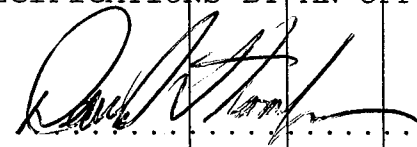
RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/14/2010				

BID OPENING DATE: 12/02/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1		..11/22/10		..JT-		
NO. 2					
NO. 3					
NO. 4					
NO. 5					
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
SIGNATURE						
Excavating Associates Inc				COMPANY	
12/1/10				DATE	
REV. 11/96						

NOTICE
 SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFQ NUMBER
 DEP15061

PAGE
 11

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/14/2010				

BID OPENING DATE: 12/02/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP15061</p> <p>BID OPENING DATE: 12/02/2010</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 301-777-5301 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>----- Ryan Dom -----</p>						

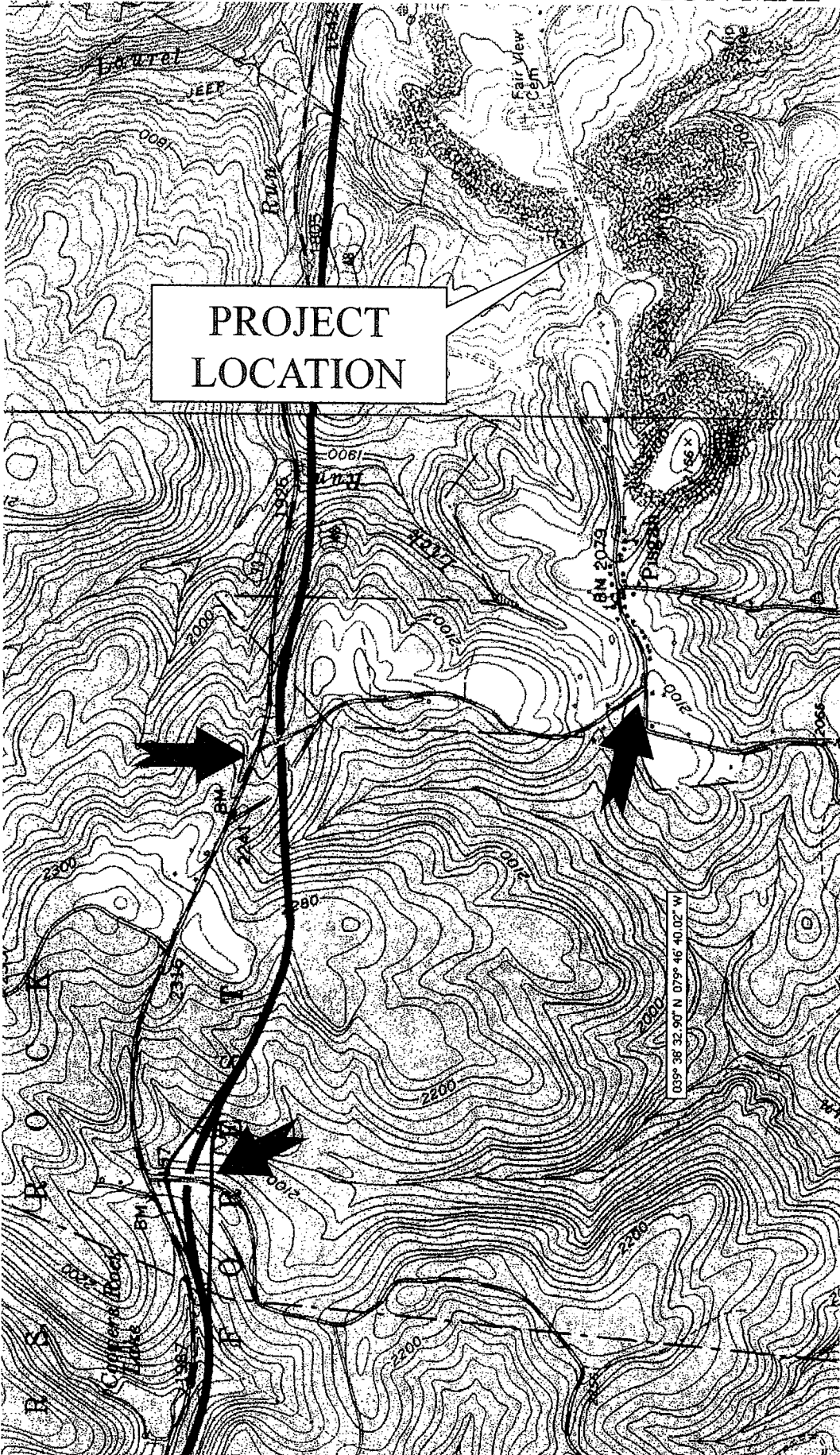
SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

Freeport Mining Corporation
Permit Nos. S-1019-87, S-1004-88

CB-23
DEP 15061

LOCATION MAP



From Rt. 68 east, take Coopers Rock exit. Turn left onto 73/12, go to 73/73. Turn right, continue for 0.8 miles to 73/2: Pisgah-Laurel Run Rd. Continue on 73/2 for approximately 1.1 mile to 73/5. From that intersection, continue straight 0.5 miles to where site is on the right and left.

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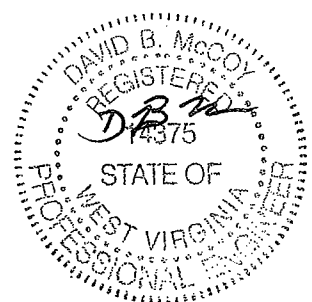
WV-36a STATE OF WEST VIRGINIA
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 VENDOR:

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Freeport Mining Corporation, Permits S-1004-88 and S-1019-87, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item #7.0, 8.0-8.1. If, fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. Project sign is to be obtained and installed.
2. Storm water management, as necessary, in the form as described, in the National Pollutant Discharge Elimination System, General Water Pollution Control Permit Number WV0115924, existing sediment control ponds, and bid item #6.0, 7.0, & 20.0 shall be installed. See Water Quality Control under the General Performance Standards.
3. Concurrent and continuous reclamation shall occur as shown on the site plan. Backfilling is required for all pit and highwall areas. Regrading, topsoiling, and revegetation are required for all disturbed areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout (Bid Item #4.0) as necessary to carry out work, keeping positive drainage on all regrading, ditches, culverts, and pipes. Also to establish visible markers at certain property and project boundaries, and to re-establish permanent markers at completion of work.
5. Traffic control (Bid Item #5.0) in accordance with WV DOH plans shall be required for work on and beside roadway.
6. It shall be the contractor's responsibility to check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
7. Construct riprap ditches or open limestone channels to control surface water runoff.
8. Eliminate designated ponds and ditches as indicated on the detail drawings.
9. Remove structures and debris from site.
10. Install seep collectors as indicated on the detail drawings.
11. Install culverts at four separate locations as indicated on the detail drawings.
12. Revegetate with seed, lime, fertilizer, and mulch.
13. Any other site specific items required.



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

David B. McCoy
 Registered Professional Engineer WV No. 14375

Date: 9-9-2010

¹ The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>FREEPORT MINING CORPORATION</u>				
PERMIT NUMBERS: <u>S-1004-88 & S-1019-87</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
<u>PERMIT S-1004-88</u>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>31,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000.00</u>
3.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
4.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u>	LUMP SUM	\$ <u>26,090.00</u>
5.0	LUMP SUM	<u>TRAFFIC CONTROL</u>	LUMP SUM	\$ <u>7,254.00</u>
6.0	<u>9200</u> LF	<u>STORMWATER MANAGEMENT - SILT FENCE & HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>4.45</u> PER LF	\$ <u>40,940.00</u>
7.0	<u>50</u> TON	<u>INCIDENTAL STONE</u>	\$ <u>55.00</u> PER TON	\$ <u>2,750.00</u>
8.0	<u>2400</u> LF	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ <u>7.05</u> PER LF	\$ <u>16,920.00</u>
8.1	<u>1200</u> LF	<u>FILTER FABRIC FOR ROAD UPGRADE</u>	\$ <u>2.10</u> PER LF	\$ <u>2,520.00</u>
9.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ <u>8,450.00</u>
10.0	<u>200</u> TON	<u>LIMING</u>	\$ <u>63.95</u> PER TON	\$ <u>12,790.00</u>
11.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>248,000.00</u>
12.0	<u>28</u> AC	<u>REGRADE AND TOPSOILING</u>	\$ <u>1,036.00</u> PER ACRE	\$ <u>29,008.00</u>
13.0	<u>2000</u> LF	<u>RIPRAP V-DITCH - 6'</u>	\$ <u>25.55</u> PER LF	\$ <u>51,100.00</u>
14.0	<u>1400</u> LF	<u>RIPRAP V-DITCH - 8'</u>	\$ <u>31.05</u> PER LF	\$ <u>43,470.00</u>
15.0	<u>550</u> LF	<u>GROUTED RIPRAP V-DITCH - 8'</u>	\$ <u>59.34</u> PER LF	\$ <u>32,637.00</u>

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16.0	<u>40</u> LF	<u>CULVERTS - 24"</u>	\$ <u>67.20</u> PER LF	\$ <u>2,688.00</u>
17.0	<u>60</u> LF	<u>CULVERTS - 30"</u>	\$ <u>111.35</u> PER LF	\$ <u>6,681.00</u>
18.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>2,000.00</u>
19.0		<u>REVEGETATION</u>		
19.1	<u>280</u> TON	<u>AGRICULTURAL LIME</u>	\$ <u>78.75</u> PER TON	\$ <u>22,050.00</u>
19.2	<u>28</u> AC	<u>FERTILIZER</u>	\$ <u>525.00</u> PER ACRE	\$ <u>14,700.00</u>
19.3	<u>28</u> AC	<u>MULCH</u>	\$ <u>630.00</u> PER ACRE	\$ <u>17,640.00</u>
19.4	<u>28</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>367.50</u> PER ACRE	\$ <u>10,290.00</u>
		TOTAL PERMIT <u>S-1004-88</u>		\$ <u>629,978.00</u>
		PERMIT <u>S-1019-87</u>		
20.0	<u>5200</u> LF	<u>STORMWATER MANAGEMENT - SILT FENCE & HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>4.45</u> PER LF	\$ <u>23,140.00</u>
21.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ <u>8,450.00</u>
22.0	LUMP SUM	<u>ELIMINATE POND #1</u>	LUMP SUM	\$ <u>12,356.00</u>
23.0	LUMP SUM	<u>ELIMINATE POND #2</u>	LUMP SUM	\$ <u>21,600.00</u>
24.0	LUMP SUM	<u>ELIMINATE POND #4B</u>	LUMP SUM	\$ <u>10,500.00</u>
25.0	LUMP SUM	<u>CLEANOUT POND #5</u>	LUMP SUM	\$ <u>9,510.00</u>
26.0	<u>1200</u> LF	<u>LINED TRAPEZOIDAL DITCH - 12'</u>	\$ <u>50.75</u> PER LF	\$ <u>60,900.00</u>
27.0	<u>1300</u> LF	<u>LINED V-DITCH - 8'</u>	\$ <u>38.98</u> PER LF	\$ <u>50,674.00</u>
28.0	<u>20</u> TON	<u>LIMING</u>	\$ <u>63.95</u> PER TON	\$ <u>1,279.00</u>
29.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>9,000.00</u>
30.0	<u>100</u> LF	<u>SEEP CONVEYANCE DRAIN</u>	\$ <u>70.10</u> PER LF	\$ <u>7,010.00</u>

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31.0	<u>15</u> AC	<u>REGRADING & TOPSOILING</u>	\$ <u>1,036.00</u> PER ACRE	\$ <u>15,540.00</u>
32.0	<u>60</u> LF	<u>CULVERTS - 30"</u>	\$ <u>118.00</u> PER LF	\$ <u>7,080.00</u>
33.0	<u>50</u> TON	<u>INCIDENTAL STONE</u>	\$ <u>55.00</u> PER TON	\$ <u>2,750.00</u>
34.0		<u>REVEGETATION</u>		
34.1	<u>150</u> TON	<u>AGRICULTURAL LIME</u>	\$ <u>79.00</u> PER TON	\$ <u>11,850.00</u>
34.2	<u>15</u> AC	<u>FERTILIZER</u>	\$ <u>525.00</u> PER ACRE	\$ <u>7,875.00</u>
34.3	<u>15</u> AC	<u>MULCH</u>	\$ <u>630.00</u> PER ACRE	\$ <u>9,450.00</u>
34.4	<u>15</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>367.50</u> PER ACRE	\$ <u>5,512.50</u>
		TOTAL PERMIT <u>S-1019-87</u>		\$ <u>273,876.50</u>
		TOTAL PERMIT <u>S-1004-88</u>		\$ <u>629,978.00</u>
		<u>GRAND TOTAL CONTRACT</u>		\$ <u>903,854.50</u>

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BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION/DEMobilIZATION/PROJECT SIGN

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

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

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

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

This bid item shall cover all sections and permits included in this contract.

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

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

3.0 UTILITIES

Utilities shall be relocated at the direction of the utility company and reimbursed actual cost to the contractor. This is a "No Bid" item due to the method of reimbursement. It is the contractor's responsibility to determine the exact location of each utility in the project area where these utilities would be interrupted or damaged by performing work. Potential utilities include water, sewer, gas, and electric. Before commencing work, contact Miss Utility of West Virginia: 811 or 1-800-245-4848, or www.muwv.org.

4.0 CONSTRUCTION STAKEOUT

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

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Specific construction stakeout concerns include, but are not limited to: ensuring positive drainage on all ditches, underdrains, and connecting piping; ensuring proper alignment and slope of all roads and drainage structures; locating pertinent property boundaries; relocating any and all property markers disturbed by work on this contract.

A. MATERIALS

Wooden stakes and other marking materials as described herein.

B. CONSTRUCTION METHODS

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

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

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

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

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

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

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

5.0 TRAFFIC CONTROL

WV Division of Highways approved standard traffic control plans shall be employed during any work done near or within the Pisgah-Laurel Run Road right-of-way. This includes culvert installation, berm removal for highwall backfilling, and any other work done adjacent to the road. This lump sum bid item is to cover all applicable signage, cones, flaggers detailed in Maintenance of Traffic Case A6. This can be found in the Manual on Temporary Traffic

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Control for Streets and Highways – 2006 Edition (PDF), from the WVDOH specifications website <http://www.transportation.wv.gov/highways/engineering/Pages/publications.aspx>. This item shall be paid as a lump sum at the completion of all road-vicinity work.

6.0 STORMWATER MANAGEMENT - SILT FENCE AND HAYBALE DIKE

Disturbed areas which have storm water runoff and do not pass through a sediment control structure or other areas where excess sedimentation is to be controlled shall utilize the following Best Management Practice (BMP) methods to manage storm water runoff. (For more information on BMP methods go to the WVDEP website <http://www2.wvdep.org/dwvm/stormwater/BMP.htm> and click on **BMP Manual**. The WV Erosion and Sediment Control Best Management Practice Manual may be accessed or printed.)

Construction activities on this site have been registered with the West Virginia Division of Water and Waste Management under an NPDES Stormwater Pollution Prevention Plan issued to the Office of Special Reclamation. The drawings and specifications are prepared with all sediment controls anticipated to keep the project within the requirements of the approved plan. However, any adjustments needed to be made to this plan during the execution of this project in order to maintain, at a minimum, compliance with said permit shall be the Contractor's responsibility and expense at no additional cost to WVDEP. Any adjustments to the sediment controls described herein will be at the discretion and prior approval of the WVDEP on-site representative.

This item has a Maximum Bid of \$5.00/LF of silt fence and hay bale material installed on site.

CONSTRUCTION - Approximately 9200 LF of silt fence and hay bale dike are proposed for this project, as shown on the attached site plan. Construction of all sediment controls shall comply with the following:

1. Silt fence shall be utilized on perimeter barriers and internally as shown on the plans. Silt fence shall be properly removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. Silt fence shall be installed per the manufacturer's recommendations. See the attached drawing for further details.
2. Silt fence shall be placed on the contour. On slopes with grades greater than seven (7%) percent, the silt fence should be located at least five (5) to seven (7) feet beyond the base. Turn the ends of the silt fence upslope so that a certain depth of storm water may be retained in front of the silt fence. The impounded depth should be at least twelve (12) inches, but no more than the height of the silt fence. Hay bale dike shall be staked in place at the end of the row of silt fence as an emergency overflow. This will allow detained water, exceeding the capacity of the silt fence, to be filtered and released quickly. Silt fence shall not be installed in streams or swales or in any area where there is a reasonable chance of concentrated flow. In areas where concentrated flows can be expected, use haybale dike with the construction of sumps. **The bottom edge of silt fence shall be entrenched and backfilled.**
3. The silt fence should be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter cloth should be spliced together only at a supporting post, with a minimum six (6) inch overlap and securely sealed. See Silt Fence Details and installation requirements. Payment for silt fence will be per linear foot installed. Cost of the silt fence shall include the removal from the project upon stabilization and permanent vegetation being established.

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4. Rock filtered outlets are to be placed in the silt fencing as needed to control areas exhibiting concentrated flows to prevent breaching of the fence. Outlets are to be placed at locations per direction of the DEP on-site representative. See attached detail 'Rock Filter Outlets'.
5. Hay bales shall be utilized on internal areas, as a supplement to silt fencing, to control areas where excess runoff may create excessive erosion and instability, per the direction of the DEP on-site representative. For slope stability, place bales on the contour; at the top of cuts; and at the toe of slopes. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
6. Bales shall be securely anchored in place by stakes driven through the bales. Rebar shall not be permitted for use as stakes. Stakes shall be removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. The first stake in each bale shall be driven toward previously laid bale to force the bales together. See attached drawing for further details.
7. Construction of sediment control sumps before culvert inlets and/or rock check dams in ditch lines (see attached drawings) may become necessary to supplement the silt fence and hay bale dikes. Sumps shall be cleaned out when the sediment capacity reaches 60%, repaired, and maintained until demobilization. Sediment shall be removed from behind rock check dams when it has accumulated to 50% of the original height of the dam. Clean-out and maintenance shall be conducted by the contractor at no expense to DEP. These items shall be installed as shown on the attached plans and at other determined locations upon request of the WVDEP designated onsite representative. Construction of sumps and rock check dams shall be incidental to this bid item. Rock used for rock check dams shall be paid through the Incidental Stone bid item.

INSPECTION - Inspect all erosion and sediment controls before anticipated storm events (or series of storm events such as intermittent showers over one or more days) and within twenty-four (24) hours after the end of a storm event greater than 0.5 inches per 24-hour period, and at least once every seven (7) calendar days. Where sites have been finally or temporarily stabilized, such inspection may be conducted only once per month.

MAINTENANCE - Sediment should be removed once it has accumulated to one-half (1/2) the original height of the barrier or one-half (1/2) the sediment capacity of any particular control structure. Filter fabric should be replaced whenever it has deteriorated to such an extent that the effectiveness of the fabric is reduced (approximately six (6) months). Silt fence should remain in place until disturbed areas have been permanently stabilized. All sediment accumulated at the fence should be removed and properly disposed of before the fence is removed.

PAYMENT - Payment will be by the linear foot installed. **Price of the silt fence and hay bales shall include the removal of all such materials from the project upon stabilization and permanent vegetation being established**, per direction of the DEP on-site representative.

7.0 INCIDENTAL STONE

During construction of culvert installations, roadway ditch improvements, reshaping of the roadway, rock check dams, and rock filter outlets, areas may need additional stone. After any necessary re-compaction and re-grading work on roadways has been performed by the contractor, a six (6) inch layer of #1 limestone (3.5" to 1.5" size) shall be placed as needed. This stone shall be graded and tracked in with a dozer or other equipment to achieve a compacted base for the final top layer of 1 ½ inch crusher run limestone (separate bid item). This bid item may include AASHTO #1, #3, or #57, ¾", 1 ½", 3" or 6" crusher run, R-3, R-4, R-5, or R-6 rip rap limestone.

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

8.0 HAULROAD/ACCESS ROAD UPGRADE

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

8.1 FILTER FABRIC FOR ROAD UPGRADE

Filter Fabric (Tyvar 3401, Mirafi 500X, or equivalent) shall be placed over the completed road foundation (12' width) and covered with a six (6) inch minimum layer of No. 1 limestone (3½ to 1½ inches) (separate bid item). The fabric shall be paid for by the linear foot of road construction.

9.0 CLEAR AND GRUB

All vegetative cover (trees, shrubs, bushes etc.) within the entire work area shall be removed to bare ground. It is the contractor's responsibility to obtain all necessary permits and to follow state guidelines for burning and proper disposal of vegetative materials. Disposal of the trees and shrubs on-site with a chipper is an acceptable alternative to burning. Any timber cut in the clear and grub area that the landowner wishes to retain shall be de-limbed and stockpiled.

10.0 LIMING

Liming of open pits is to be carried out at a rate of 40 tons/acre. All potentially toxic material shall be cleaned from the pavement prior to spreading lime uniformly over the exposed pavement. This potentially toxic material shall be placed on a pad prepared in the backfill. The top of the pad shall be a minimum of 4 ft. above the pavement, located out of any water course and away from the highwall. Lime shall be blended with the toxic material or (lime shall be spread over top of toxic material.) Coal refuse shall be treated in the same manner as the toxic material above and according to the attached specifications. Lime at a rate of 40 tons/1000 tons. (Unless testing shows other amounts)

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

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

Use of blends and low-grade agricultural liming materials shall require prior approval. Lime shall be spread as soon as possible after delivery to site. Lime shall be applied evenly and uniformly distributed over the treated area. Lime shall be thoroughly mixed into the soil material. Lime subjected to adverse conditions before spreading

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will be deemed unacceptable. Failure to complete this phase shall result in nonpayment of this bid item.

11.0 BACKFILLING

Areas of this project subject to backfilling to achieve the post-mining land-use shall: be accomplished in a continuous concurrent manner on all surface disturbances within the original permit and associated disturbed areas as existing at bid showing; be filled by mechanical methods to eliminate highwall and rock outcropping, to produce slopes of consistent lines and of the approximate original contour; be free of protruding rock and debris; be compacted in a progressive backfilling manner with mechanical equipment to ensure stability of backfill material. The maximum acceptable slope of any backfill face shall not exceed two (2) horizontal to one (1) vertical, unless otherwise stated. Backfilling shall cease during periods of adverse site conditions (for example: excessive soil moisture).

This bid item shall be paid as a lump sum bid item upon satisfactory completion and inspection by DEP official.

12.0 REGRADING AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall distribute topsoil or the best available material to support vegetation, as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner. This item shall include the elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps, the grading of spoil and/or fill materials. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Topsoil presently stockpiled on site shall be preserved and spread on the fill surface. In the absence of stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item. The acreage quantities in this contract are for bidding purposes only. It shall be the contractor's responsibility to verify acreage for bidding purposes. The contractor shall not exceed the contract amount of 28 acres. If any additional amount is required, the contractor must have written approval from the DEP, prior to any additional work being completed.

13.0 RIPRAP V-DITCH - 6'

Provide all materials, excavate and construct ditch or channel as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Channels and ditches shall be free draining upon completion of construction. Length of channel may be adjusted to meet on site conditions. (See riprap specifications) R-5 limestone riprap shall be used at a thickness of 1 ½ feet. The top width of the ditch shall be six (6) feet.

14.0 RIPRAP V-DITCH - 8'

Provide all materials, excavate and construct ditch or channel as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Channels and ditches shall be free draining upon completion of construction. Length of channel may be adjusted to meet on site conditions. (See riprap specifications) R-5 limestone riprap shall be used at a thickness of 1 ½ feet. The top width of the ditch shall be eight (8) feet.

15.0 GROUTED RIPRAP V-DITCH - 8'

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

The grout filler shall be composed of a mixture of one part Type II (sulfate resistant) portland cement and three parts sand, mixed with water to produce a workable consistency. The stone shall be thoroughly wet immediately before

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grout is applied. As soon as the grout is deposited on the surface, it shall be thoroughly worked into the joints. The stones shall then be brushed, so that their top surfaces are exposed. Grout shall penetrate 100% of the riprap thickness.

16.0 CULVERTS - 24"

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

STANDARD INSTALLATION

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

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

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

The culvert shall be covered with a minimum of twelve (12) inches of material. Payment shall be for length of culvert installed, and any riprap for rock aprons, headwalls and endwalls shall be incidental to this bid item.

17.0 CULVERTS - 30"

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

STATE RIGHT-OF-WAY INSTALLATION

Culvert installation shall conform to all applicable standards set forth by the WV Division of Highways in the Accommodation of Utilities on Highway Right of Way, Rev. 2007 (PDF), to be found on the WVDOH specifications website <http://www.transportation.wv.gov/highways/engineering/Pages/publications.aspx>. A 'Type B Trench' is to be utilized for this culvert installation, details for which can be found in Appendix A of the aforementioned manual.

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

Payment shall be for length of culvert installed, and any riprap for rock aprons, headwalls, endwalls, and hot mix asphalt (HMA) to repair existing highway surface shall be incidental to this bid item.

18.0 STRUCTURE AND/OR DEBRIS REMOVAL

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

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and according to state, local, and federal requirements. These items are identified as, but not limited to: the entrance building to permit S-1004-88, any and all heavy equipment and parts, and vegetative growth and stumps (may be mulched or burned according to local regulations). Also, some items near the top of the landfill area shall be identified by the DEP inspector and removed, and shall be incidental to this bid item.

19.0 REVEGETATION

The actual seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the Department of Environmental Protection. Contractor shall provide equipment as necessary to secure approval of the seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, but no additional monetary compensation will be awarded. Areas outside the limits of construction, disturbed by the contractor, shall be revegetated by the contractor at no expense to DEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the DEP Specialist. It shall be the vendor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation is established. The acreage quantities in this contract are for bidding purposes only. It shall be the contractor's responsibility to verify acreage for bidding purposes. The contractor shall not exceed the contract amount of 28 acres. If any additional amount is required, the contractor must have written approval from the DEP, prior to any additional work being completed.

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

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

19.1 AGRICULTURAL LIME

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

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

Use of blends and low-grade agricultural liming materials shall require prior approval. Lime shall be spread as soon as possible after delivery to site. Lime shall be applied evenly and uniformly distributed over the treated area. Lime

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shall be thoroughly mixed into the soil material. Lime subjected to adverse conditions before spreading will be deemed unacceptable. Failure to complete this phase shall result in nonpayment of this bid item.

Lime shall be applied at 10 ton/acre.

19.2 FERTILIZER

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

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

19.3 MULCH

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

Mulch: Wood Fiber @ 1.0 ton/Acre

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

19.4 VEGETATIVE SPECIES

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

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

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

20.0 STORMWATER MANAGEMENT - SILT FENCE AND HAYBALE DIKE

Disturbed areas which have storm water runoff and do not pass through a sediment control structure or other areas where excess sedimentation is to be controlled shall utilize the following Best Management Practice (BMP) methods to manage storm water runoff. (For more information on BMP methods go to the WVDEP website <http://www2.wvdep.org/dwwm/stormwater/BMP.htm> and click on **BMP Manual**. The WV Erosion and Sediment Control Best Management Practice Manual may be accessed or printed.)

Construction activities on this site have been registered with the West Virginia Division of Water and Waste Management under an NPDES Stormwater Pollution Prevention Plan issued to the Office of Special Reclamation. The drawings and specifications are prepared with all sediment controls anticipated to keep the project within the requirements of the approved plan. However, any adjustments needed to be made to this plan during the execution of this project in order to maintain, at a minimum, compliance with said permit shall be the Contractor's responsibility

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and expense at no additional cost to WVDEP. Any adjustments to the sediment controls described herein will be at the discretion and prior approval of the WVDEP on-site representative.

This item has a Maximum Bid of \$5.00/LF of silt fence and hay bale material installed on site.

CONSTRUCTION - Approximately 5200 LF of silt fence and hay bale dike are proposed for this project, as shown on the attached site plan. Construction of all sediment controls shall comply with the following:

1. Silt fence shall be utilized on perimeter barriers and internally as shown on the plans. Silt fence shall be properly removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. Silt fence shall be installed per the manufacturer's recommendations. See the attached drawing for further details.
2. Silt fence shall be placed on the contour. On slopes with grades greater than seven (7%) percent, the silt fence should be located at least five (5) to seven (7) feet beyond the base. Turn the ends of the silt fence upslope so that a certain depth of storm water may be retained in front of the silt fence. The impounded depth should be at least twelve (12) inches, but no more than the height of the silt fence. Hay bale dike shall be staked in place at the end of the row of silt fence as an emergency overflow. This will allow detained water, exceeding the capacity of the silt fence, to be filtered and released quickly. Silt fence shall not be installed in streams or swales or in any area where there is a reasonable chance of concentrated flow. In areas where concentrated flows can be expected, use haybale dike with the construction of sumps. **The bottom edge of silt fence shall be entrenched and backfilled.**
3. The silt fence should be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter cloth should be spliced together only at a supporting post, with a minimum six (6) inch overlap and securely sealed. See Silt Fence Details and installation requirements. Payment for silt fence will be per linear foot installed. Cost of the silt fence shall include the removal from the project upon stabilization and permanent vegetation being established.
4. Rock filtered outlets are to be placed in the silt fencing as needed to control areas exhibiting concentrated flows to prevent breaching of the fence. Outlets are to be placed at locations per direction of the DEP on-site representative. See attached detail 'Rock Filter Outlets'.
5. Hay bales shall be utilized on internal areas, as a supplement to silt fencing, to control areas where excess runoff may create excessive erosion and instability, per the direction of the DEP on-site representative. For slope stability, place bales on the contour; at the top of cuts; and at the toe of slopes. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
6. Bales shall be securely anchored in place by stakes driven through the bales. Rebar shall not be permitted for use as stakes. Stakes shall be removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. The first stake in each bale shall be driven toward previously laid bale to force the bales together. See attached drawing for further details.
7. Construction of sediment control sumps before culvert inlets and/or rock check dams in ditch lines (see attached drawings) may become necessary to supplement the silt fence and hay bale dikes. Sumps shall be cleaned out when the sediment capacity reaches 60%, repaired, and maintained until demobilization. Sediment shall be removed from behind rock check dams when it has accumulated to 50% of the original

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height of the dam. Clean-out and maintenance shall be conducted by the contractor at no expense to DEP. These items shall be installed as shown on the attached plans and at other determined locations upon request of the WVDEP designated onsite representative. Construction of sumps and rock check dams shall be incidental to this bid item. Rock used for rock check dams shall be paid through the Incidental Stone bid item.

INSPECTION - Inspect all erosion and sediment controls before anticipated storm events (or series of storm events such as intermittent showers over one or more days) and within twenty-four (24) hours after the end of a storm event greater than 0.5 inches per 24-hour period, and at least once every seven (7) calendar days. Where sites have been finally or temporarily stabilized, such inspection may be conducted only once per month.

MAINTENANCE - Sediment should be removed once it has accumulated to one-half (1/2) the original height of the barrier or one-half (1/2) the sediment capacity of any particular control structure. Filter fabric should be replaced whenever it has deteriorated to such an extent that the effectiveness of the fabric is reduced (approximately six (6) months). Silt fence should remain in place until disturbed areas have been permanently stabilized. All sediment accumulated at the fence should be removed and properly disposed of before the fence is removed.

PAYMENT – Payment will be by the linear foot installed. **Price of the silt fence and hay bales shall include the removal of all such materials from the project upon stabilization and permanent vegetation being established**, per direction of the DEP on-site representative.

21.0 CLEAR AND GRUB

All vegetative cover (trees, shrubs, bushes etc.) within the entire work area shall be removed to bare ground. It is the contractor's responsibility to obtain all necessary permits and to follow state guidelines for burning and proper disposal of vegetative materials. Disposal of the trees and shrubs on-site with a chipper is an acceptable alternative to burning. Any timber cut in the clear and grub area that the landowner wishes to retain shall be de-limbed and stockpiled.

22.0 ELIMINATE POND #1

The pond water is to be treated to a pH between 6 and 9 and to have suspended solids which do not exceed 35 mg/liter before discharge. Discharge rates must be controlled (limited) so that stream bed erosion, flooding, and any other off-site impacts are prevented. Monitoring of the receiving stream shall be done at all times this work is in progress. Construction of a settling sump may be necessary for this water before discharge to the receiving stream. Once pond is dewatered, all sludge, mud, and sediment or undesirable material down to original ground is to be removed. The method of elimination can be chosen by the contractor as long as acceptable results are obtained. Material removed from the pond shall be disposed of at a site agreed to with the on-site DEP representative. Provide all chemicals, equipment, testing, personnel, or other items needed to complete this item. Lump sum payment shall be made upon completion of the dewatering and elimination of the pond.

23.0 ELIMINATE POND #2

The pond water is to be treated to a pH between 6 and 9 and to have suspended solids which do not exceed 35 mg/liter before discharge. Discharge rates must be controlled (limited) so that stream bed erosion, flooding, and any other off-site impacts are prevented. Monitoring of the receiving stream shall be done at all times this work is in progress. Construction of a settling sump may be necessary for this water before discharge to the receiving stream. Once pond is dewatered, all sludge, mud, and sediment or undesirable material down to original ground is to be removed. The method of elimination can be chosen by the contractor as long as acceptable results are obtained.

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Material removed from the pond shall be disposed of at a site agreed to with the on-site DEP representative. Provide all chemicals, equipment, testing, personnel, or other items needed to complete this item. Lump sum payment shall be made upon completion of the dewatering and elimination of the pond.

24.0 ELIMINATE POND #4B

This pond does not retain any water. All sediment or undesirable material down to original ground is to be removed. The method of elimination can be chosen by the contractor as long as acceptable results are obtained. Material removed from the pond shall be disposed of at a site agreed to with the on-site DEP representative. Provide all equipment, personnel, or other items needed to complete this item. Lump sum payment shall be made upon completion of the dewatering and elimination of the pond.

25.0 CLEANOUT POND #5

As much sediment as possible, including all vegetative growth and material on the pond bottom, shall be removed from the inlet end of pond #5. The method of cleaning can be chosen by the contractor as long as acceptable results are obtained. Material removed shall be disposed of at a site agreed to with the on-site DEP representative. Payment shall be made in a lump sum at completion of pond cleaning.

26.0 LINED TRAPEZOIDAL DITCH - 12'

Provide all materials, excavate and construct ditch or channel as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Channels and ditches shall be free draining upon completion of construction. Length of channel may be adjusted to meet on site conditions. The top width of the ditch shall be twelve (12) feet.

27.0 LINED V-DITCH - 8'

Provide all materials, excavate and construct ditch or channel as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Channels and ditches shall be free draining upon completion of construction. Length of channel may be adjusted to meet on site conditions. The top width of the ditch shall be eight (8) feet.

28.0 LIMING

Liming of backfill is to be carried out at a rate of 40 tons/acre. All potentially toxic material shall be cleaned from the pavement prior to spreading lime uniformly over the exposed pavement. This potentially toxic material shall be placed on a pad prepared in the backfill. The top of the pad shall be a minimum of 4 ft. above the pavement, located out of any water course and away from the highwall. Lime shall be blended with the toxic material or (lime shall be spread over top of toxic material.) Coal refuse shall be treated in the same manner as the toxic material above and according to the attached specifications. Lime at a rate of 40 tons/1000 tons. (Unless testing shows other amounts)

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

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

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

29.0 BACKFILLING

Areas of this project subject to backfilling to achieve the post-mining land-use shall: be accomplished in a continuous concurrent manner on all surface disturbances within the original permit and associated disturbed areas as existing at bid showing; be filled by mechanical methods to eliminate highwall and rock outcropping, to produce slopes of consistent lines and of the approximate original contour; be free of protruding rock and debris; be compacted in a progressive backfilling manner with mechanical equipment to ensure stability of backfill material. The maximum acceptable slope of any backfill face shall not exceed three (3) horizontal to one (1) vertical. Backfilling shall cease during periods of adverse site conditions (for example: excessive soil moisture).

This bid item shall only pay for the backfilling of the section of highwall on the south side of the road berm, and shall utilize the road berm itself for that section only. Payment shall be in a lump sum at the satisfactory completion of backfilling.

30.0 SEEP CONVEYANCE DRAIN

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

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

31.0 REGRADING AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall distribute topsoil or the best available material to support vegetation, as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner. This item shall include the elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps, the grading of spoil and/or fill materials. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Topsoil presently stockpiled on site shall be preserved and spread on the fill surface. In the absence of stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. All areas of backfilling, ditch and pond elimination, and other earthwork shall be included in this bid item. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item. The acreage quantities in this contract are for bidding purposes only. It shall be the contractor's responsibility to verify acreage for bidding purposes. The contractor shall not exceed the contract amount of 15 acres. If any additional amount is required, the contractor must have written approval from the DEP, prior to any additional work being

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completed.

32.0 CULVERTS – 30”

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

STANDARD INSTALLATION

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

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

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

The culvert shall be covered with a minimum of twelve (12) inches of material. Parallel installation shall require a minimum of 12 inches of separation, side to side for proper compaction. Payment shall be for length of culvert installed, and any riprap for rock aprons, headwalls and endwalls shall be incidental to this bid item.

33.0 INCIDENTAL STONE

During construction of culvert installations, roadway ditch improvements, reshaping of the roadway, rock check dams, and rock filter outlets, areas may need additional stone. After any necessary re-compaction and re-grading work on roadways has been performed by the contractor, a six (6) inch layer of #1 limestone (3.5” to 1.5” size) shall be placed as needed. This stone shall be graded and tracked in with a dozer or other equipment to achieve a compacted base for the final top layer of 1 ½ inch crusher run limestone (separate bid item). This bid item may include AASHTO #1, #3, or #57, ¾”, 1 ½”, 3” or 6” crusher run, R-3, R-4, R-5, or R-6 rip rap limestone.

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

34.0 REVEGETATION

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

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vegetation is established. The acreage quantities in this contract are for bidding purposes only. It shall be the contractor's responsibility to verify acreage for bidding purposes. The contractor shall not exceed the contract amount of 15 acres. If any additional amount is required, the contractor must have written approval from the DEP, prior to any additional work being completed.

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

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

34.1 AGRICULTURAL LIME

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

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

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

Lime shall be applied at 10 ton/acre.

34.2 FERTILIZER

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

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

34.3 MULCH

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

Mulch: Wood Fiber @ 1.0 ton/Acre

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

34.4 VEGETATIVE SPECIES

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

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

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

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BID PREPARATION INFORMATION

HISTORICAL INFORMATION

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

EXAMINATION OF BID PACKAGE AND SITE OF WORK

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

PREBID CONFERENCE

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

VIDEO

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

INTENT OF CONTRACT

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

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

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GENERAL PERFORMANCE STANDARDS

INTRODUCTION

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

BACKFILLING

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

BLASTING

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

LIFE OF CONTRACT

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

WORK PERFORMANCE PERIOD

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

NOTICE TO PROCEED

A notice to proceed shall be issued to the Contractor by the project contact person for the Department of

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Environmental Protection. Actual construction may only begin after a Notice to Proceed is given and as specified. Such notice shall specify the starting date of the Purchase Order, the work performance period, and the completion date of the work performance period.

PRE-CONSTRUCTION CONFERENCE

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

GENERAL SUPERVISION

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

CONTRACTOR RESPONSIBILITY

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

LAWS TO BE OBSERVED

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

PERMITS, LICENSES AND TAXES

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

CONCURRENT RECLAMATION

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

WATER QUALITY CONTROL

Shall commence with initial start-up of the project and remain in effect for the extent of the backfilling, regrading and revegetation activity. DEP obtains a storm water permit for each project from the Water Resources Division. (General Water Pollution Control Permit WVO115924) The Contractor is responsible for performing the

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best management practices. Adequate facilities shall be installed, operated and maintained using the best management practices of the U.S. Environmental Protection Agency's Non-Point Source (NPS) Program for sediment control during the active reclamation. The contractor shall take any and all steps necessary to prevent erosion or silting problems from occurring and to minimize pollution or sedimentation of the stream. If any such problems develop, the contractor shall be responsible to take immediate corrective action. No separate payment for this work will be honored. All impounded waters which require removal during reclamation, shall be pumped with appropriate measures taken to prevent erosion from the discharge. The contractor shall be responsible for treatment of said waters to meet pH standards. The water shall be discharged only when the quality meets a pH equivalent to the pH of the receiving stream but not less than 6.0.

DIFFERING SITE CONDITIONS

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

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

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

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

HANDLING AND STORAGE OF MATERIALS

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

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

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

MAINTENANCE DURING CONSTRUCTION

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

FINAL INSPECTION

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

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ACREAGE QUANTITIES

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

PAYMENT

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

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

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

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

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

ROAD ABANDONMENT shall be included in the final construction invoice, when necessary.

FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

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

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

REVEGETATION AND WARRANTY

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

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

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

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CONTRACT NON-COMPLIANCE

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

CONTRACT DELETIONS

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

CANCELLATION

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

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

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

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

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S

Attn:

A

Re: Notice to Proceed
 Permit Name: _____
 Permit No. _____
 Purchase Order No.: DEP

Dear :

M

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

P

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

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

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

L

Sincerely,

E

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General Requirements

Project Construction Sign

Work Required

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

Materials

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

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

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

Execution

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

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

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

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



Joe Manchin, III
Governor



Randy C. Huffman,
Cabinet Secretary



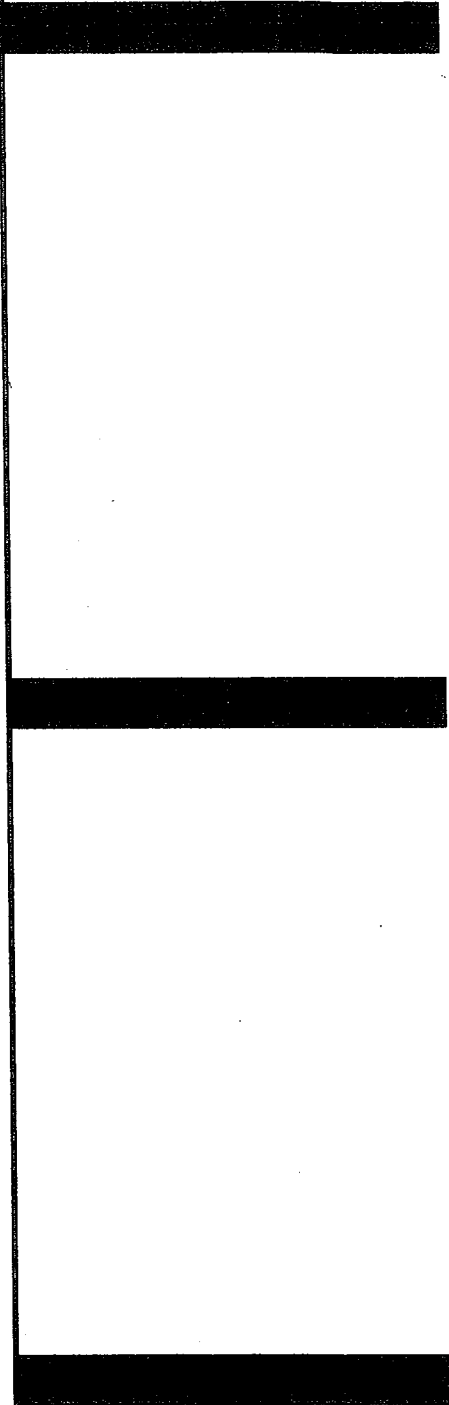
Ken Ellison,
Director

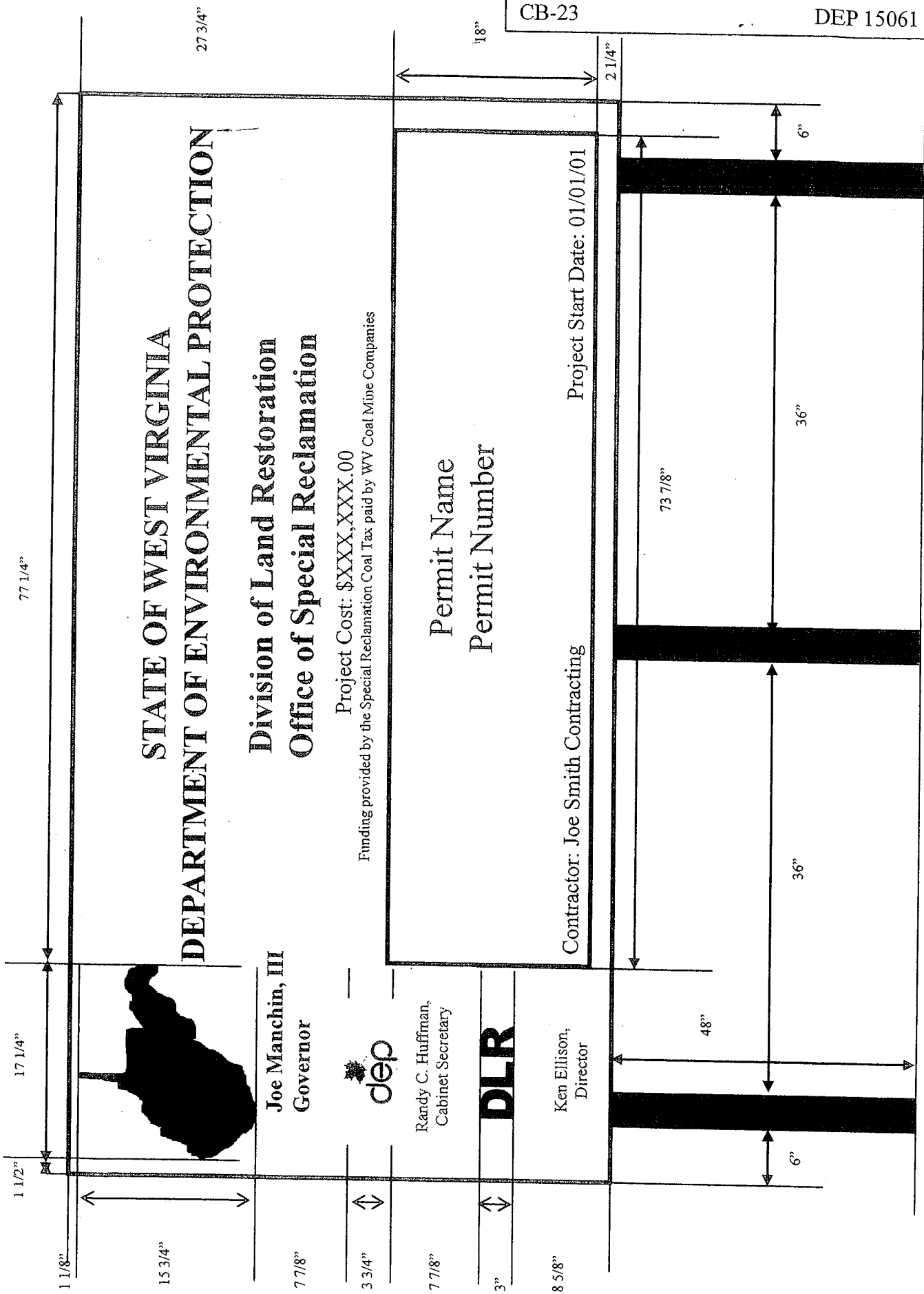
STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation

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

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





77 1/4"

27 3/4"

18"

2 1/4"

6"

36"

73 7/8"

36"

48"

6"

17 1/4"

1 1/2"

1 1/8"

15 3/4"

7 7/8"

3 3/4"

7 7/8"

3"

8 5/8"

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation

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

Permit Name
 Permit Number

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

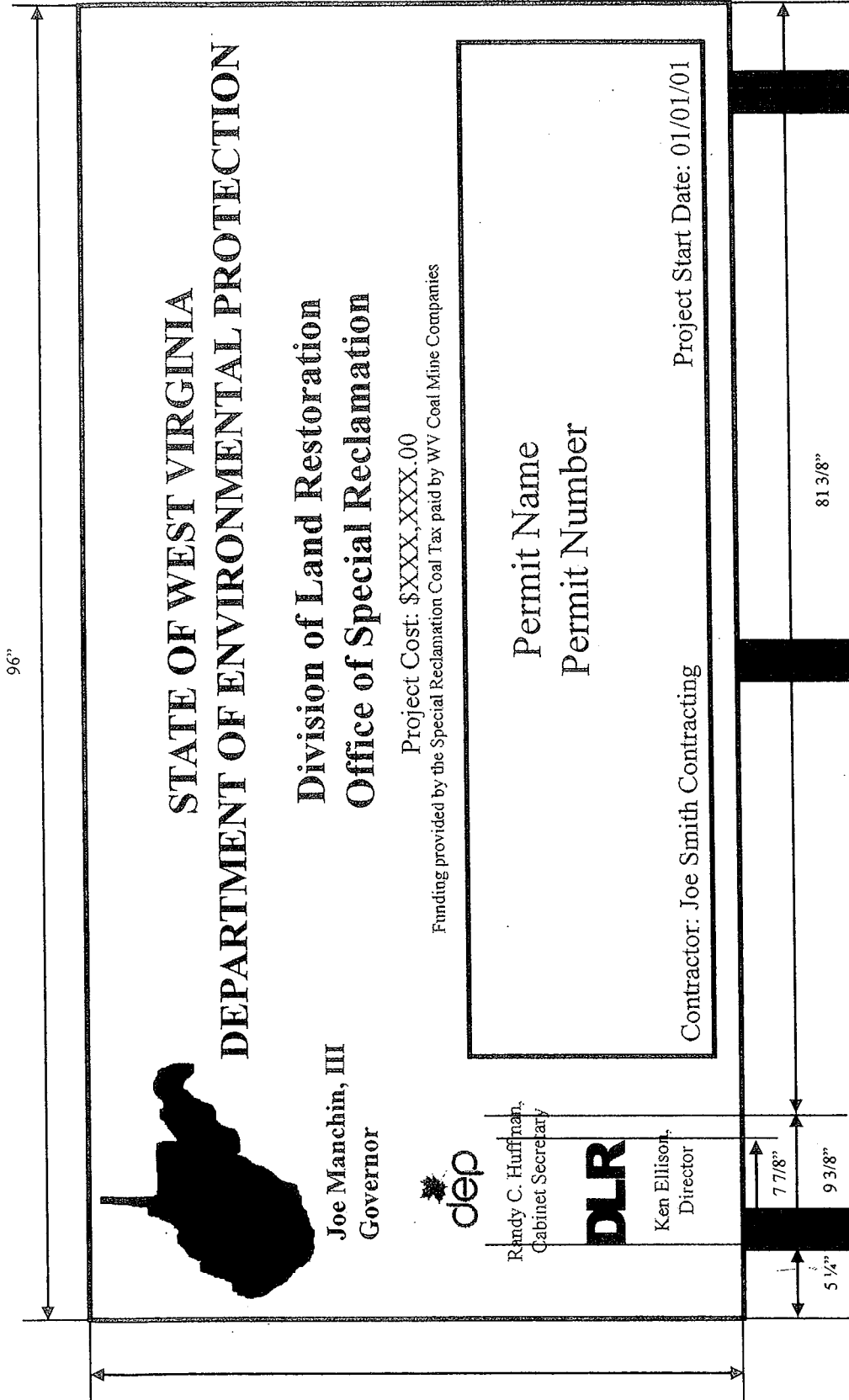
Joe Manchin, III
 Governor



Randy C. Huffman,
 Cabinet Secretary



Ken Ellison,
 Director



96"

48"

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation

Joe Manchin, III
Governor

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

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



Randy C. Huffman,
 Cabinet Secretary



Ken Ellison,
 Director

7 7/8"

9 3/8"

81 3/8"

5 1/4"

CB-23

DEP 15061



1 1/2" Joe Manchin, III
3/4" Governor
1 1/2"



1" Randy C. Huffman,
3/4" Cabinet Secretary
1"

DLR

1" Ken Ellison,
3/4" Director
1"

6" STATE OF WEST VIRGINIA
2 1/4"
1 1/4"
2 1/4"
3 3/4" DEPARTMENT OF ENVIRONMENTAL PROTECTION

2 1/4" Division of Land Restoration
1 1/4"
2 1/4" Office of Special Reclamation

3 3/4" Project Cost: \$XXX,XXX.00

1 1/4" Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

4 7/8" Permit Name

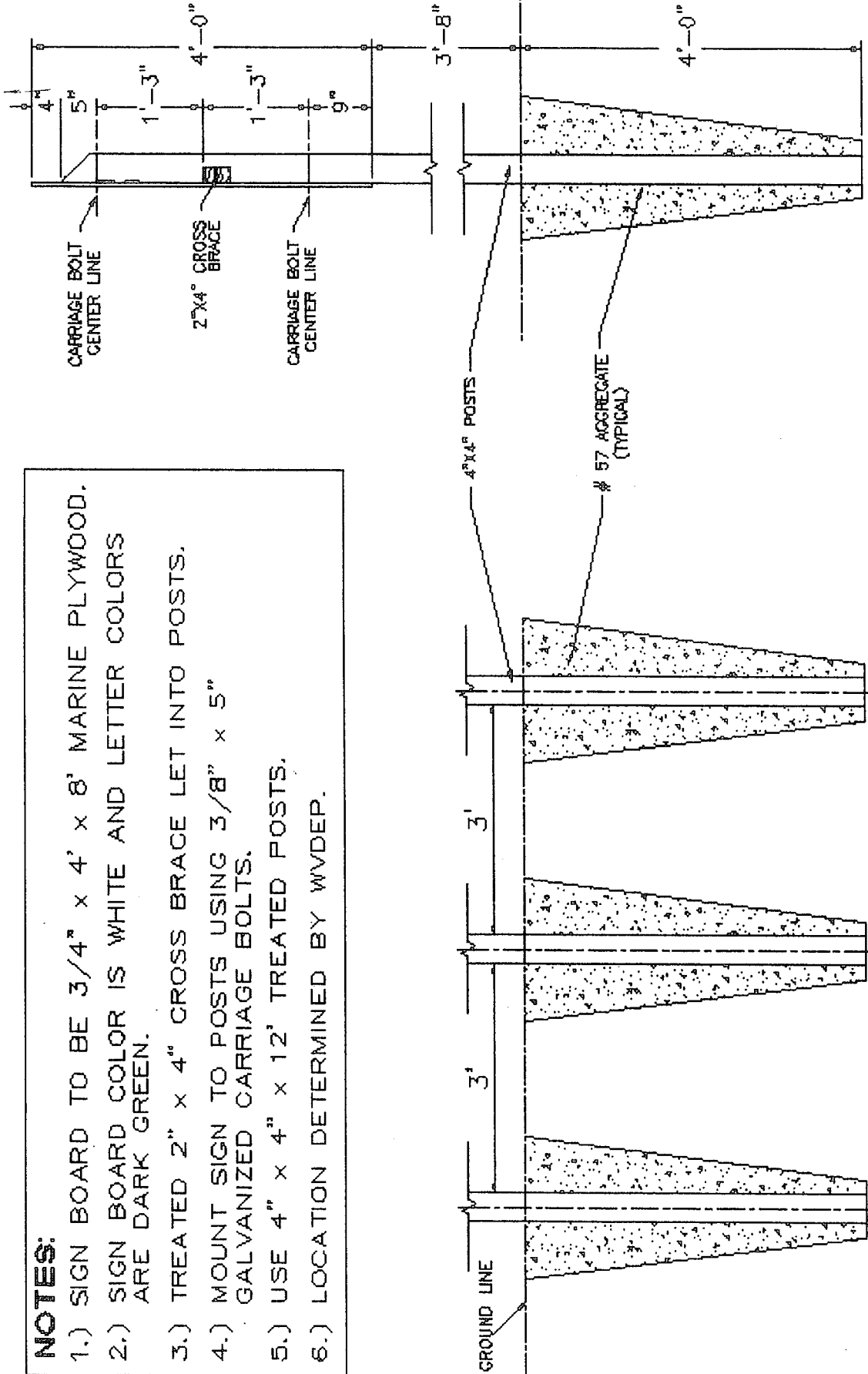
2 1/4" Permit Number

4 7/8" Contractor: Joe Smith Contracting
1 1/4" Project Start Date: 01/01/01
3 3/4"

CB-23

DEP 15061

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

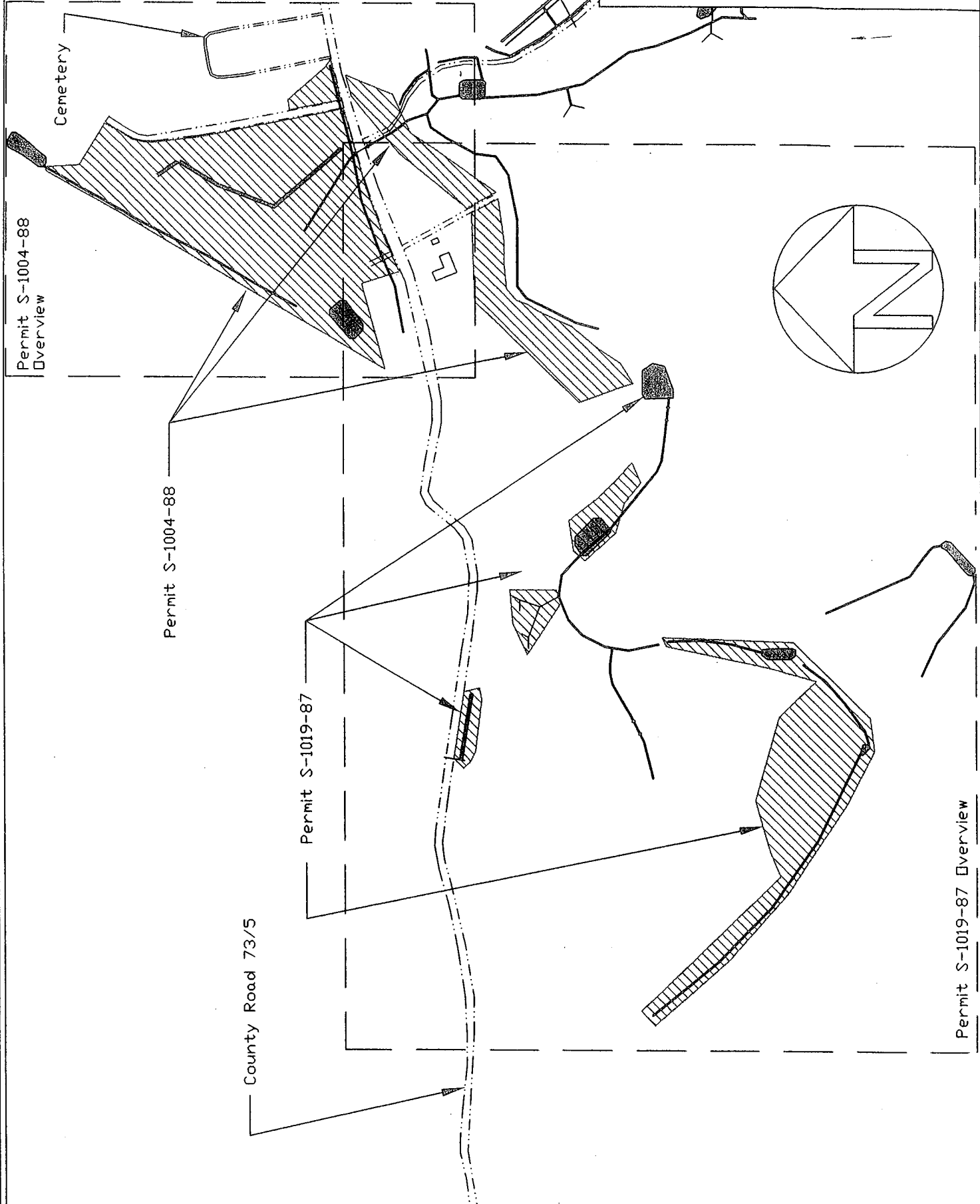


PROJECT SIGN
NOT TO SCALE

BUYER
CB-23

REQ. or P.O. No.
DEP 15061

SITE OVERVIEW



Permit S-1004-88
Overview

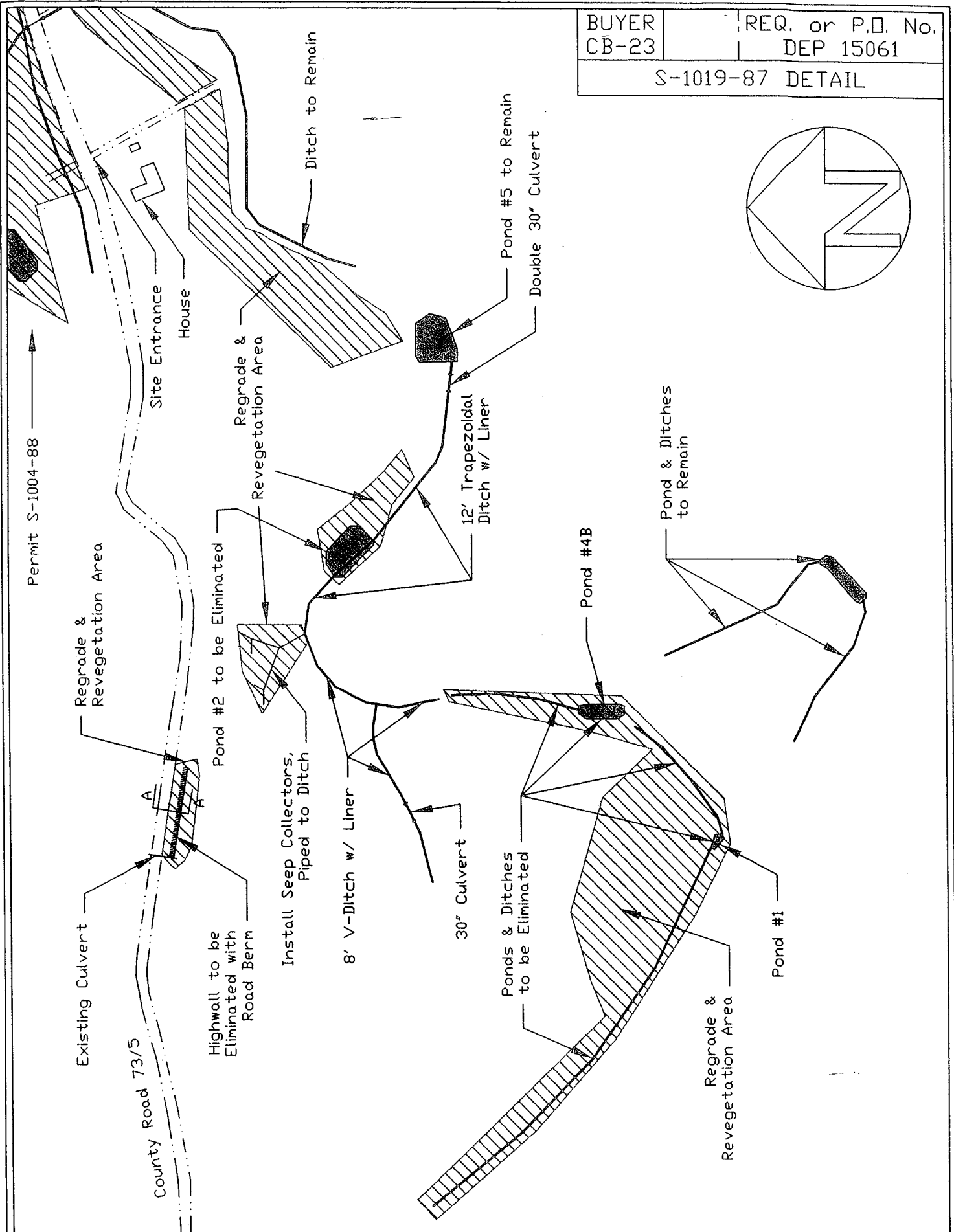
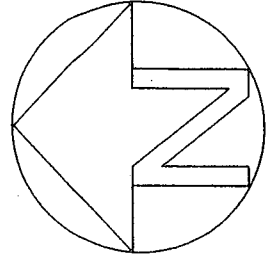
Permit S-1004-88

Permit S-1019-87

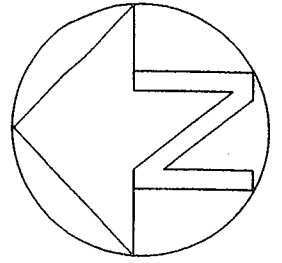
County Road 73/5

Permit S-1019-87 Overview

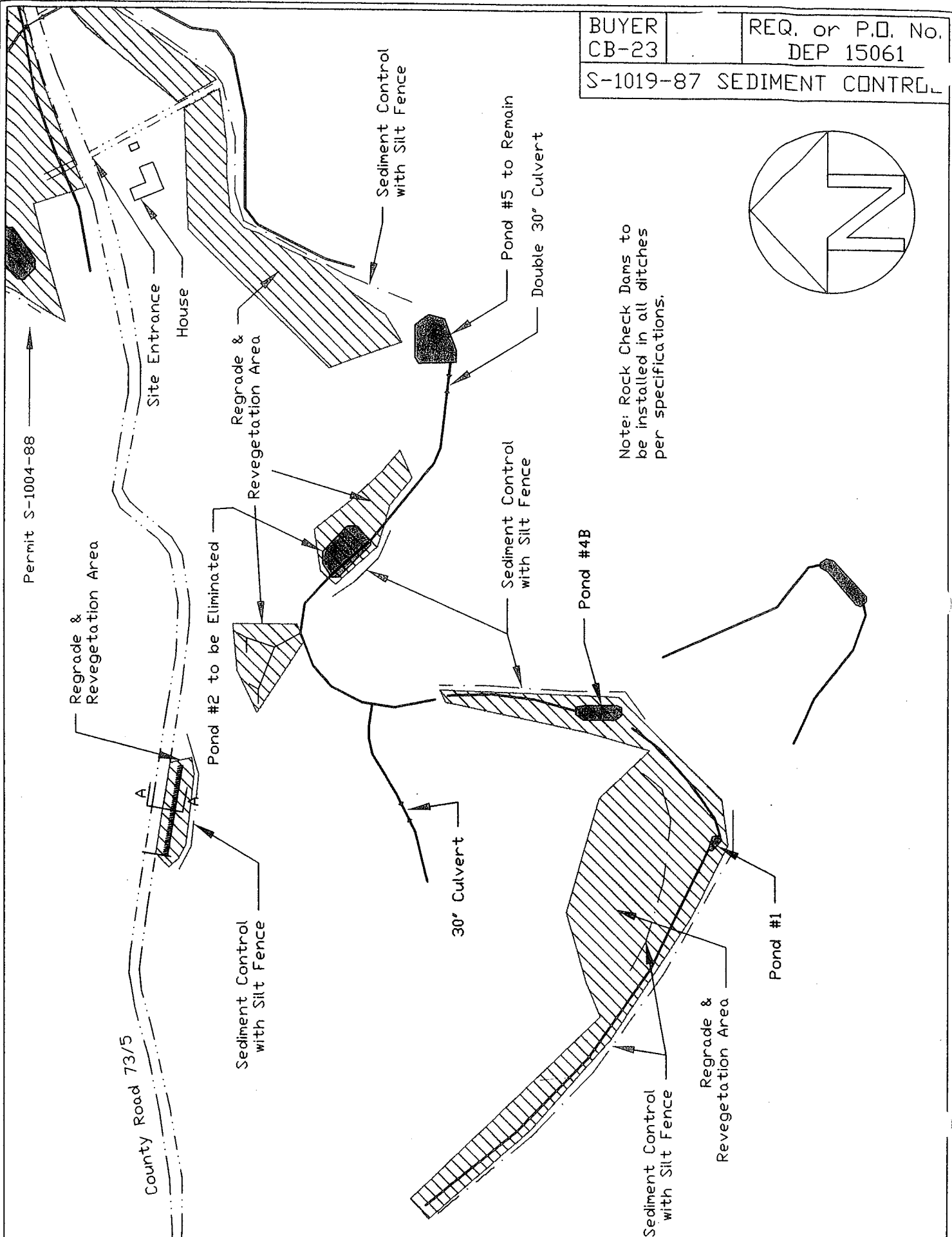
BUYER CB-23	REQ. or P.D. No. DEP 15061
S-1019-87 DETAIL	



BUYER CB-23	REQ. or P.D. No. DEP 15061
S-1019-87 SEDIMENT CONTROL	



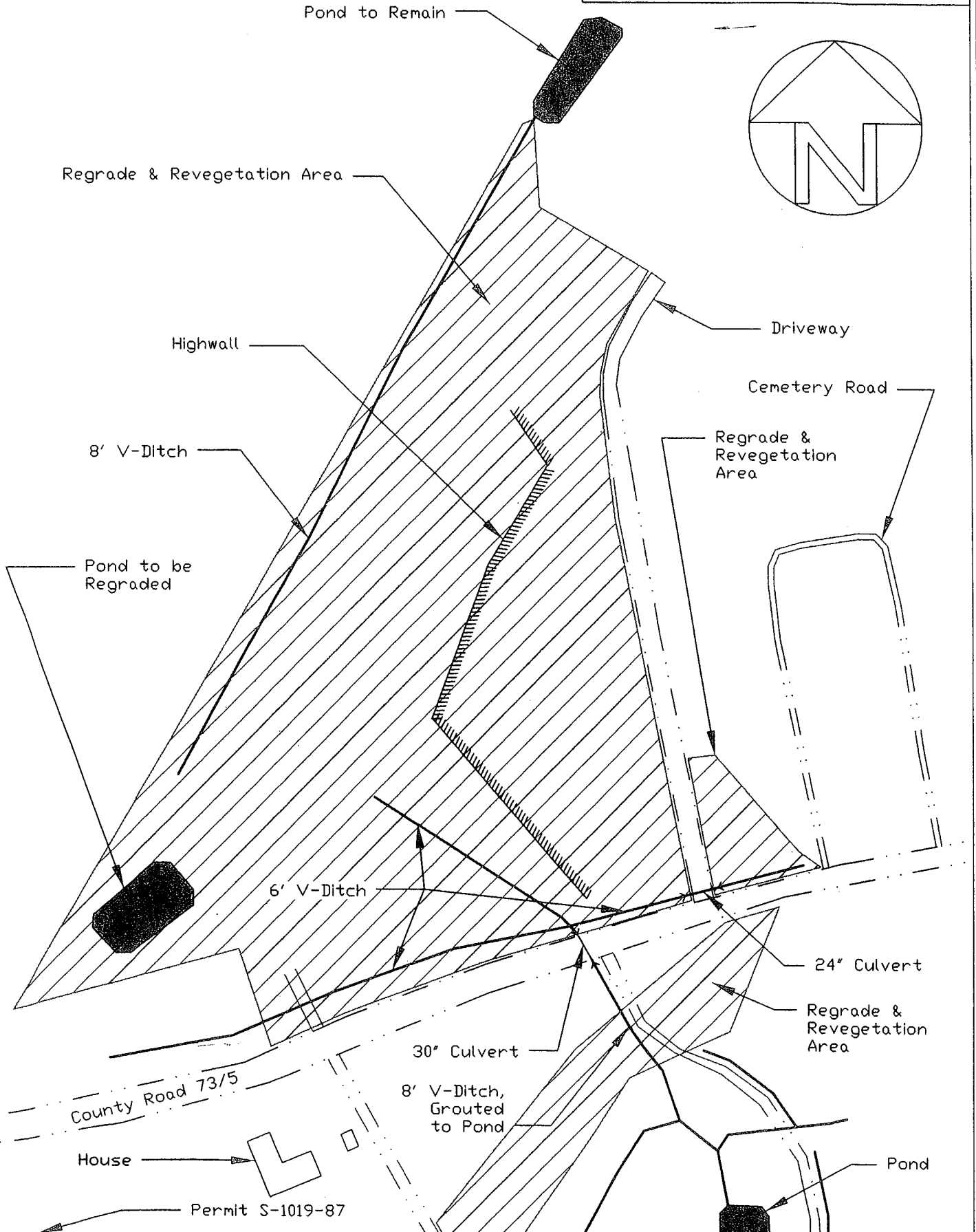
Note: Rock Check Dams to be installed in all ditches per specifications.



BUYER
CB-23

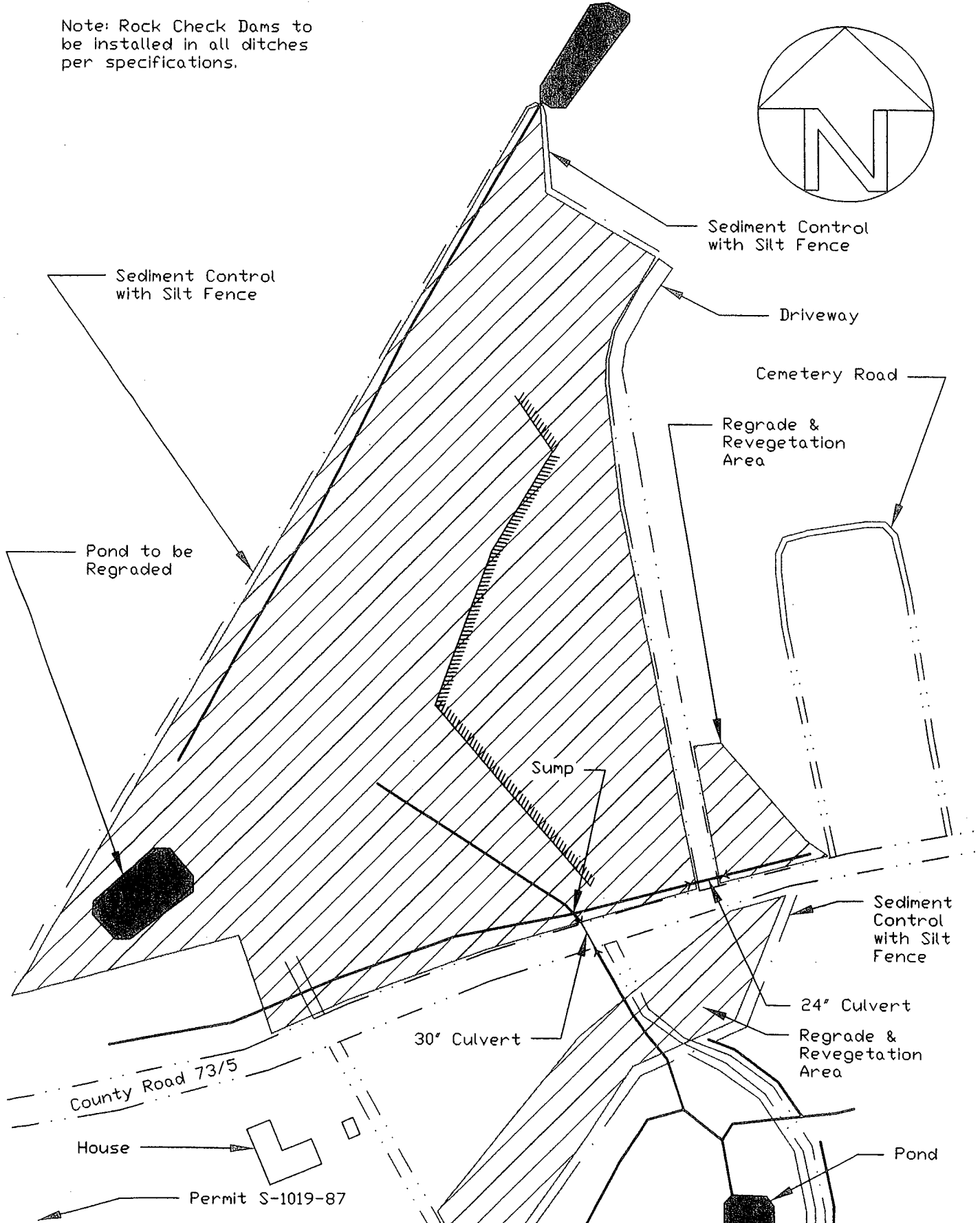
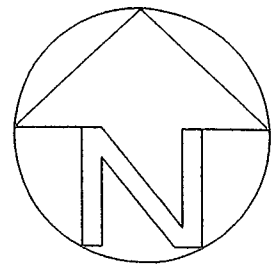
REQ. or P.O. No.
DEP 15061

S-1004-88 DETAIL



BUYER CB-23	REQ. or P.O. No. DEP 15061
S-1004-88 SEDIMENT CONTROL	

Note: Rock Check Dams to be installed in all ditches per specifications.



Sediment Control with Silt Fence

Sediment Control with Silt Fence

Driveway

Cemetery Road

Regrade & Revegetation Area

Pond to be Regraded

Sump

Sediment Control with Silt Fence

24' Culvert

Regrade & Revegetation Area

30' Culvert

County Road 73/5

House

Permit S-1019-87

Pond

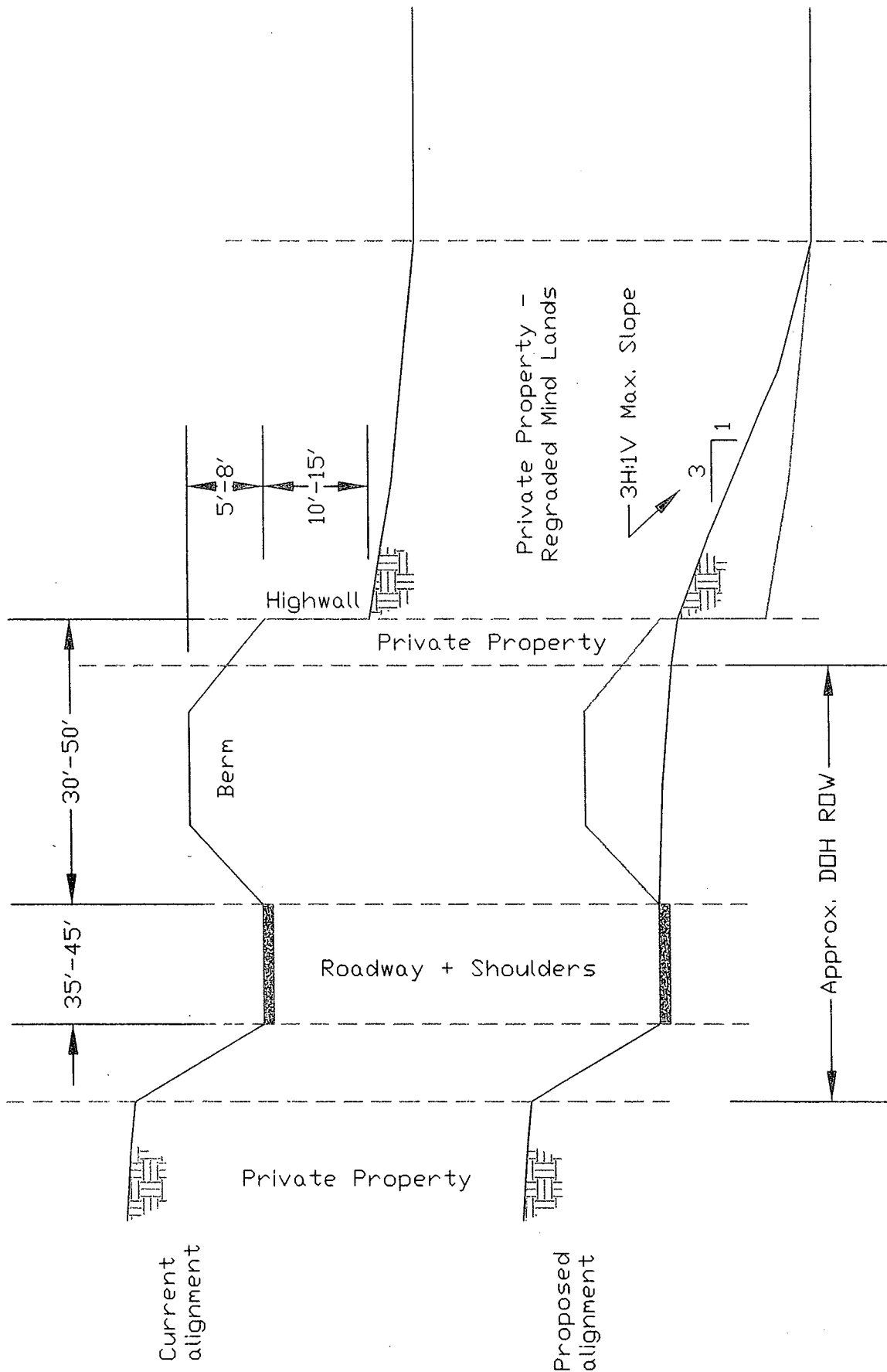
BUYER
CB-23

REQ. or P.O. No.
DEP 15061

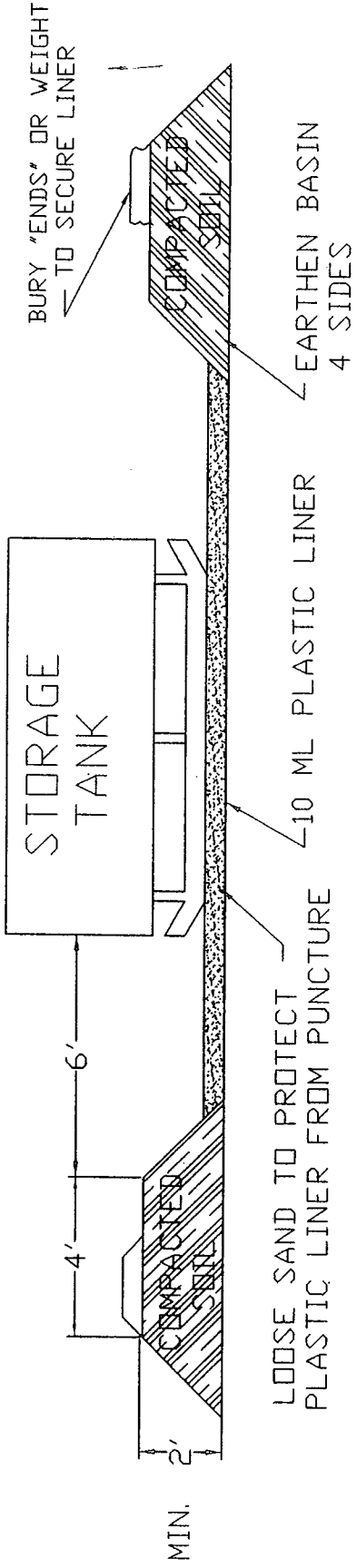
ROAD/HIGHWALL CROSS SECT.

CROSS SECTION A-A

NOT TO SCALE



BUYER CB-23	REQ. or P.O. No. DEP 15061
SPILL CONTAINMENT	



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

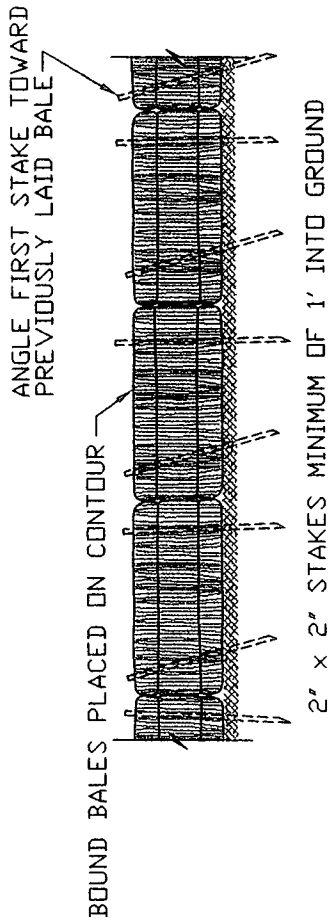
NOTE: A TWO INCH (2") WATER REMOVAL DRAIN SHALL BE LOCATED AT THE LOWEST POINT IN THE BOTTOM OF THE CONTAINMENT VOLUME. IT SHALL CONNECT TO A NORMALLY CLOSED VALVE OUTSIDE THE DIKE. THE VALVE SHALL BE MANUALLY OPERATED AND PROTECTED FROM UNAUTHORIZED OPERATION. RAINWATER CONTAINED WITHIN THIS DIKE SHALL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

TANKS WITH SECONDARY CONTAINMENT MAY BE USED AS AN ALTERNATIVE.

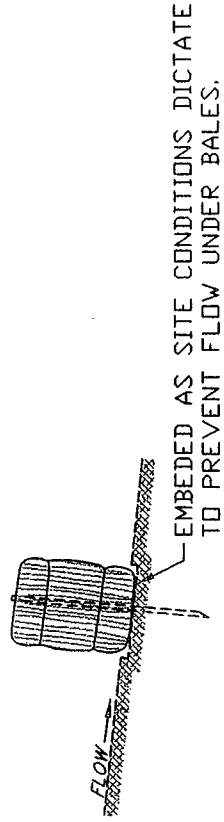
BUYER
CB-23

REQ. or P.O. No.
DEP 15061

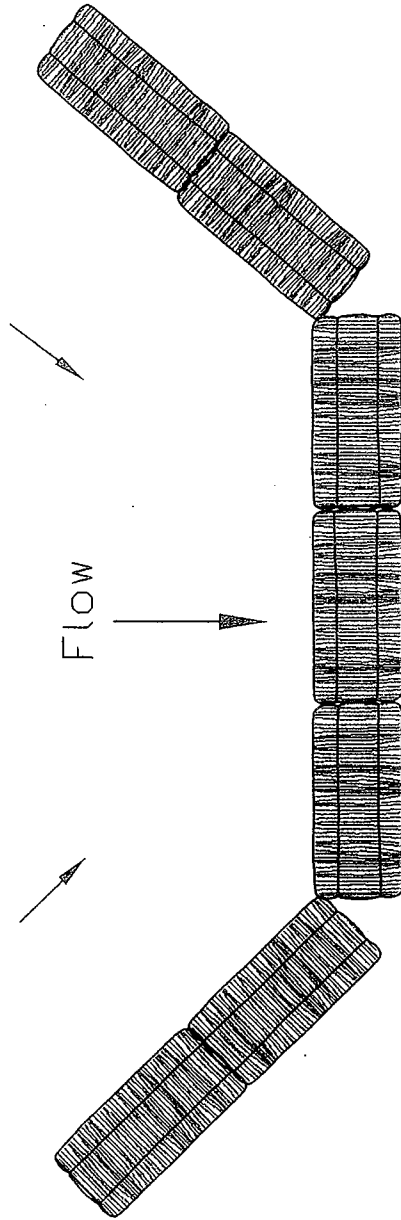
HAY/STRAW BALE DIKE
SEDIMENT CONTROL



ANCHORING DETAIL



END VIEW



DESIGN TO FIT SITE CONDITIONS

SEDIMENT BARRIER

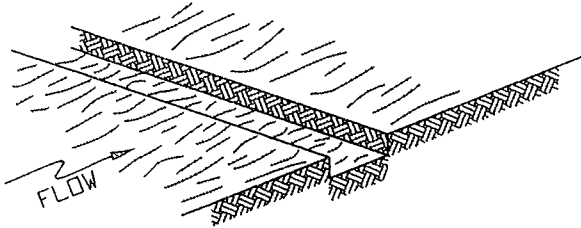
TOP VIEW

NOT TO SCALE

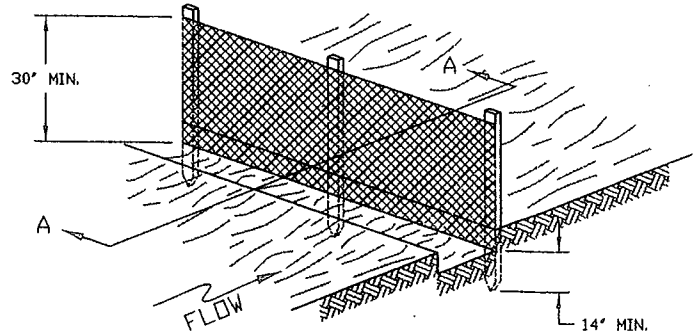
BUYER
CB-23

REQ. or P.O. No.
DEP 15061

SILT FENCE INSTALLATION

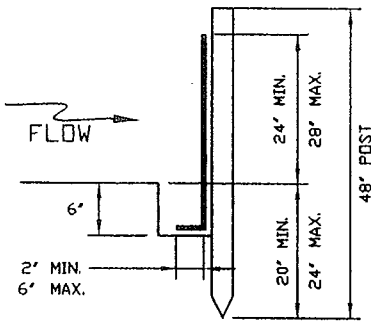


1. EXCAVATE 6' X 6' TRENCH

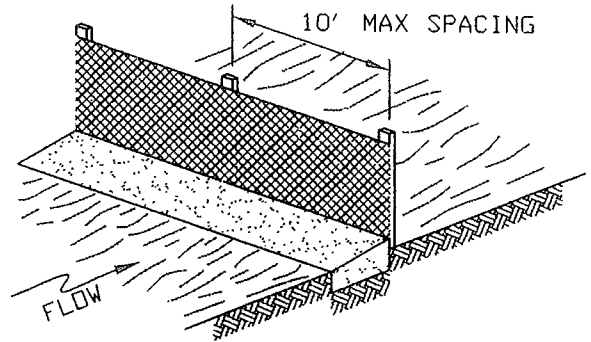


2. PLACE FENCE AT BACK EDGE OF TRENCH (FABRIC FACING DIRECTION OF FLOW)

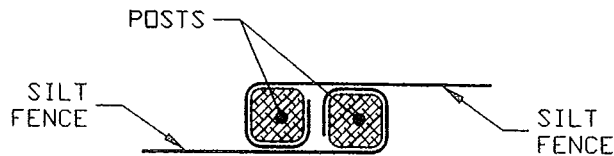
3. DRIVE POST UNTIL FABRIC REACHES BOTTOM OF TRENCH



SECTION A-A



4. FILL TRENCH WITH EMBANKMENT & TAMP



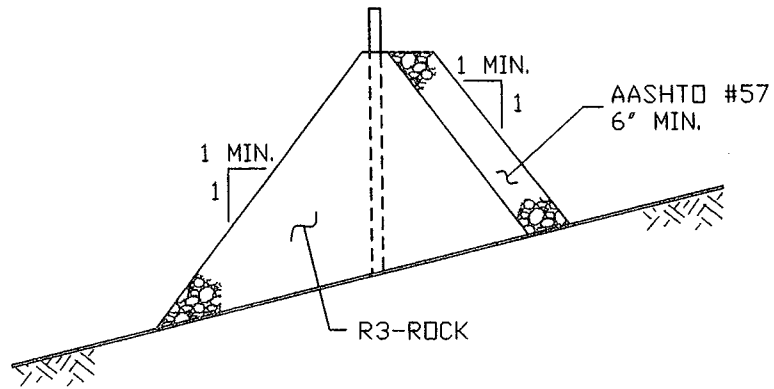
JOINING TWO SILT FENCE SECTIONS

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

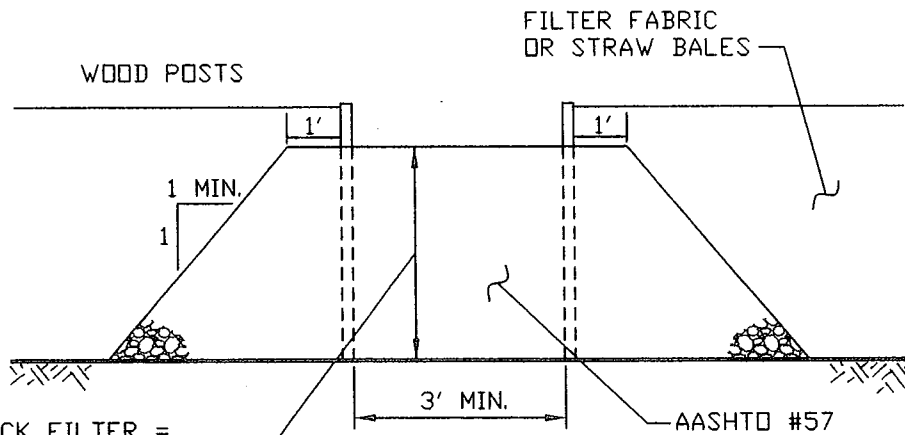
BUYER
CB-23

REQ. or P.O. No.
DEP 15061

ROCK FILTER OUTLETS



OUTLET CROSS-SECTION



HEIGHT OF ROCK FILTER =
5/6 HEIGHT OF FILTER FABRIC
FENCE OR STRAW BALES

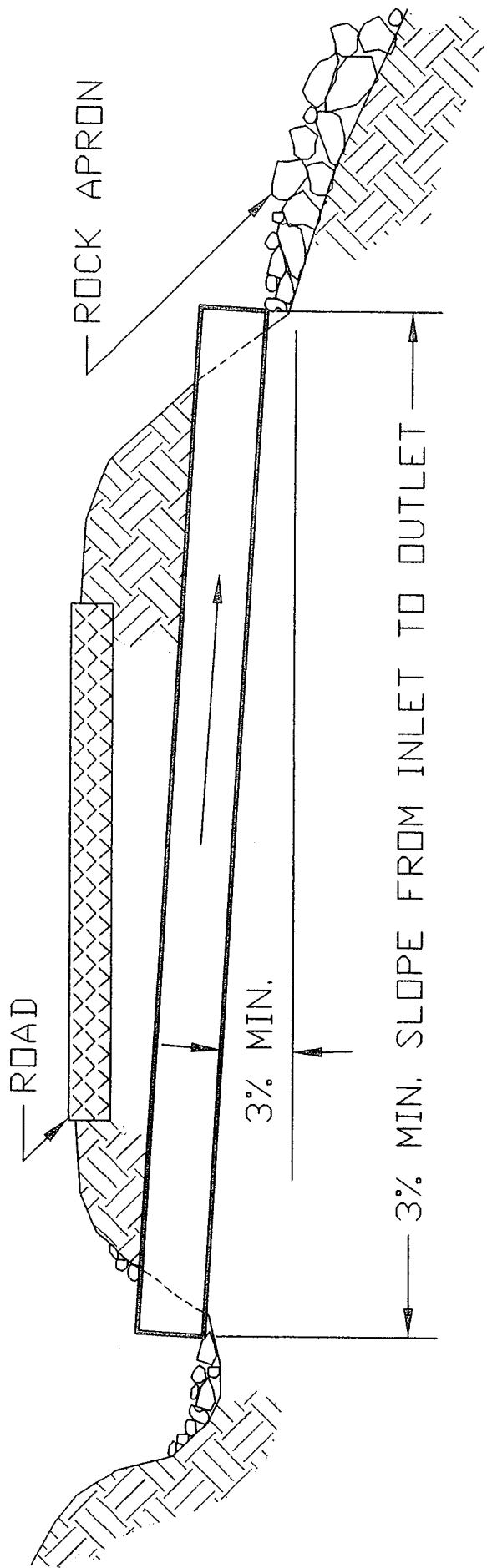
UP-SLOPE FACE

NOTE: Sediment must be removed when accumulations reach 1/3 the height of the outlet.

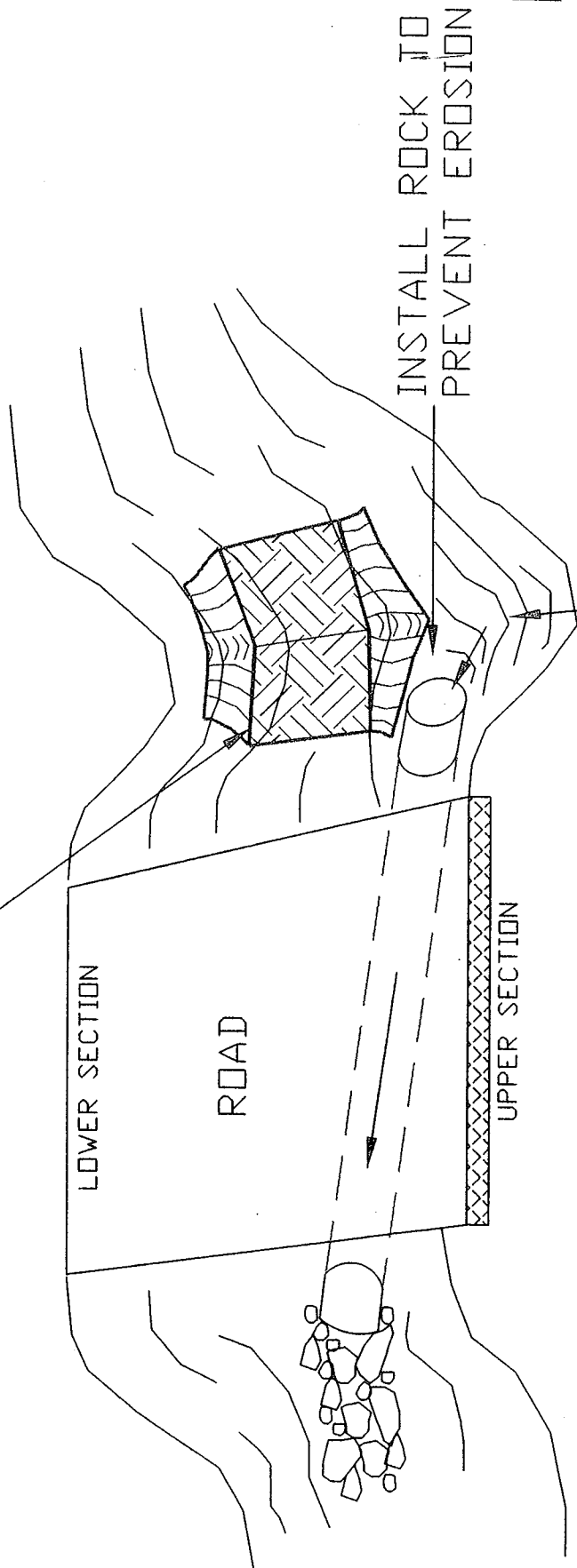
BUYER
CB-23

REQ. or P.D. No.
DEP 15061

CULVERT INSTALLATION

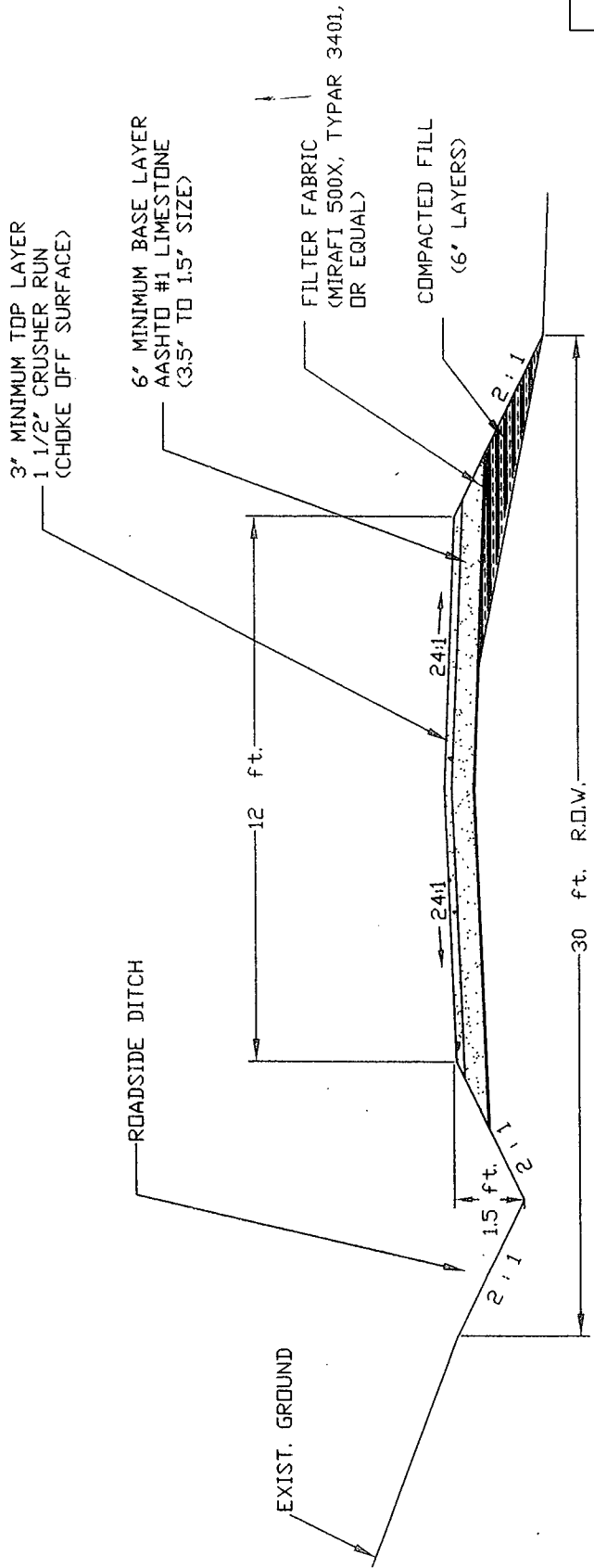


EARTHEN DIKE TO BE INSTALLED IN DITCH
LINE BELOW CULVERT INLET



ACCESS ROAD UPGRADE

BUYER CB-23	REQ. or P.O. No. DEP 15061
ACCESS ROAD UPGRADE	



TYPICAL SECTION

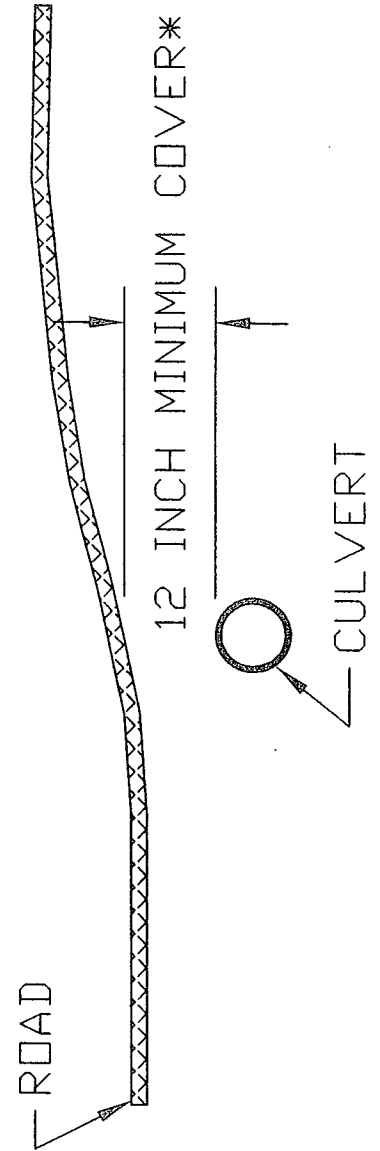
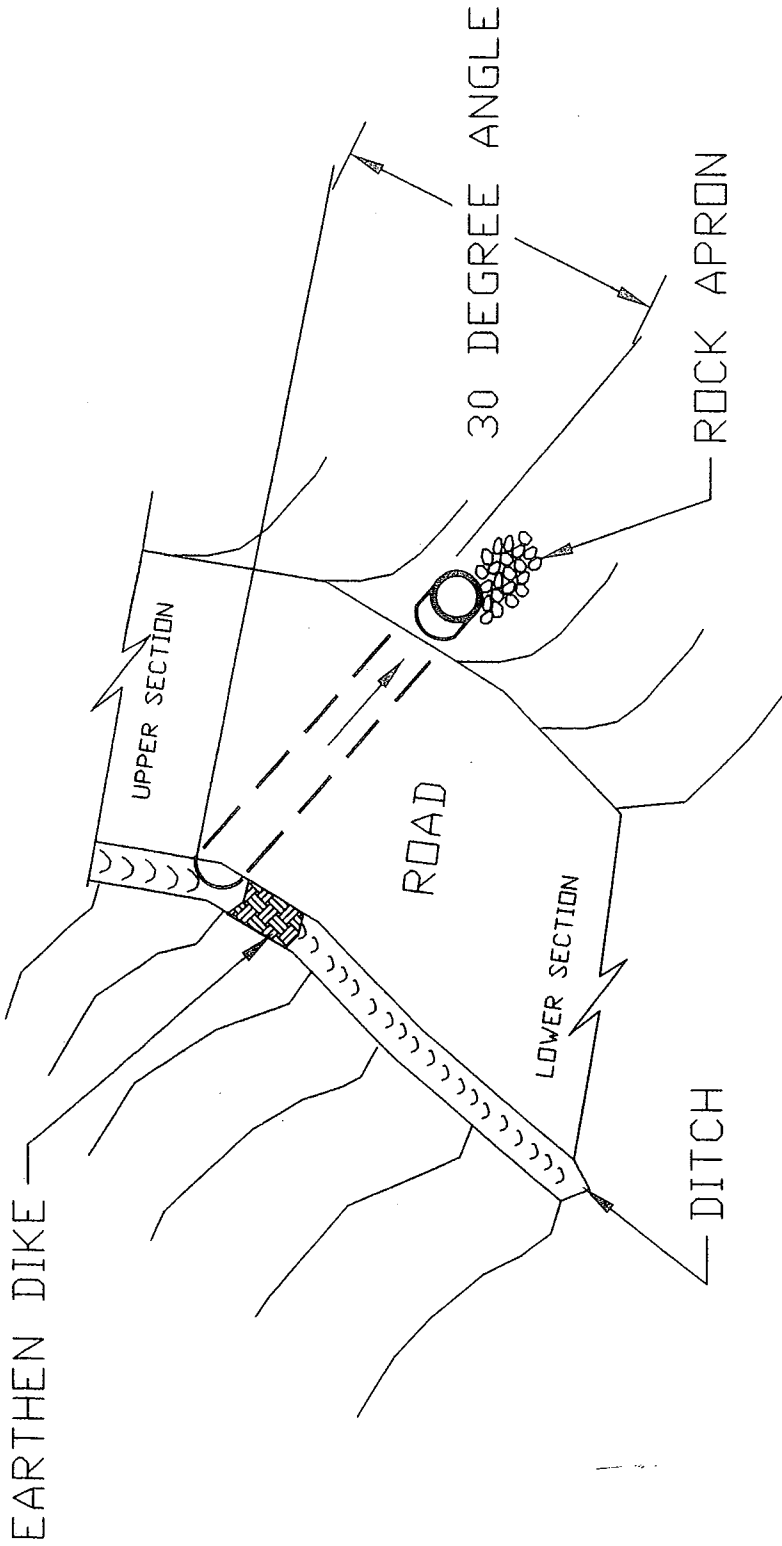
NOTES: THE EXISTING ROAD SHALL BE REGRADED, SHAPED, AND ROCKED AS NECESSARY TO MEET THESE SPECIFICATIONS.

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

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

THE 6\"/>

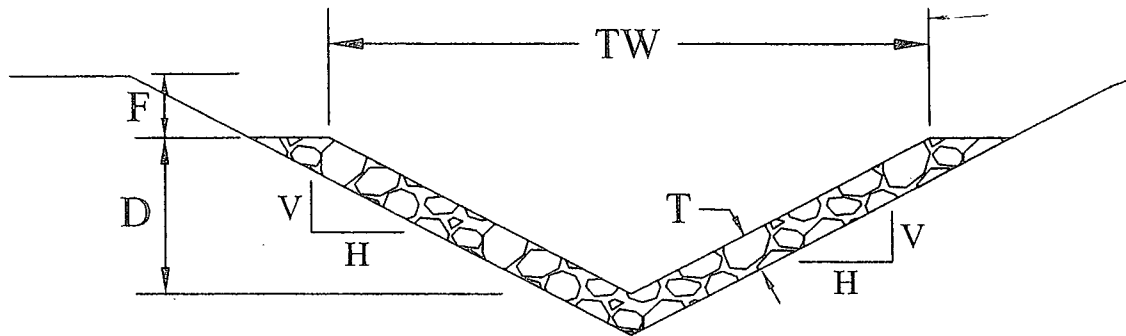
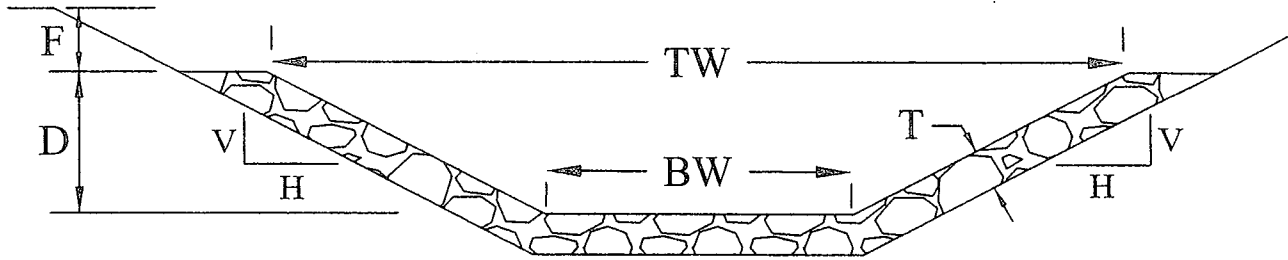
BUYER CB-23	REQ. or P.O. No. DEP 15061
CULVERT INSTALLATION	



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

BUYER
CB-23REQ. or P.O. No.
DEP 15061

DIVERSION DITCHES - RIP-RAP

TYPICAL V-DITCH X-SECTIONTYPICAL TRAPEZOIDAL CHANNEL X-SECTION

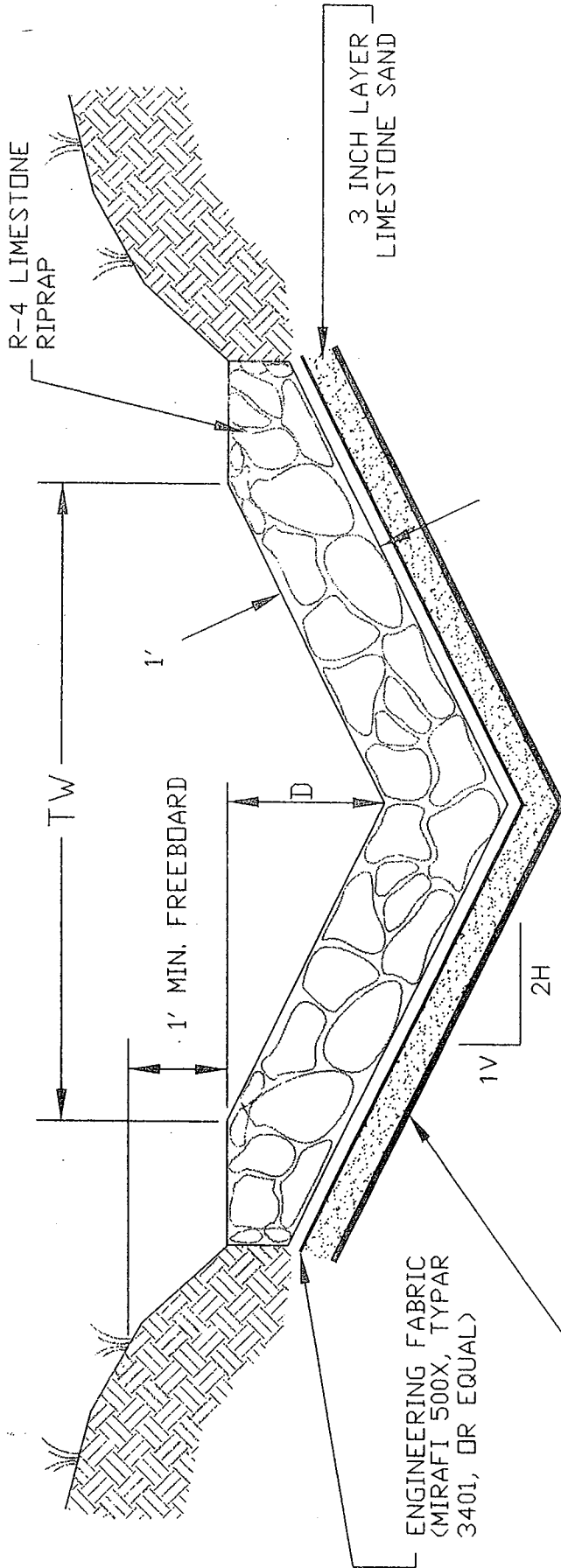
DITCH / CHANNEL TYPE	TOP WIDTH -TW- (FT)	BOT. WIDTH -BW- (FT)	TOTAL DEPTH -D- (FT)	SIDE SLOPE (H/V)	RIPRAP THICKNESS -T- (FT)
RIPRAP V-DITCH	6.0	0	1.5	2/1	1.5
RIPRAP V-DITCH	8.0	0	2.0	2/1	1.5
GROUTED RIPRAP V-DITCH	8.0	0	2.0	2/1	1.5
LINED TRAPEZOIDAL DITCH	12.0	2.0	2.5	2/1	1.0
LINED V-DITCH	8.0	0	2.0	2/1	1.0

NOTES:

1. ALL CHANNELS SHALL HAVE ONE (1) FOOT MINIMUM OF FREEBOARD (F), UNLESS OTHERWISE NOTED.
2. ALL GROUTED RIP RAP CHANNELS SHALL HAVE 100% GROUT PENETRATION IN ALL VOIDS.

BUYER CB-23	1	REQ. or P.O. No. DEP 15061
DITCH WITH LINER		

DITCH WITH LINER



LINER SHALL BE PLACED ON ROCK FREE MATERIAL, OR A LAYER OF SAND SHALL BE APPLIED BELOW LINER.

40 MIL. HDPE LINER

ENGINEERING FABRIC (MIRAFI 500X, TYPAR 3401, OR EQUAL)

3 INCH LAYER LIMESTONE SAND

R-4 LIMESTONE RIPRAP

TW

1'

1' MIN. FREEBOARD

D

1V

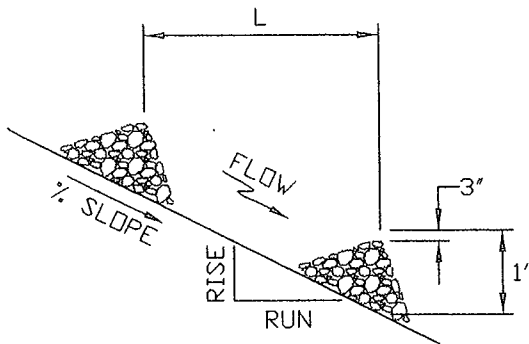
2H

NOT TO SCALE

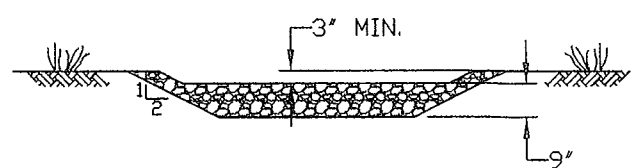
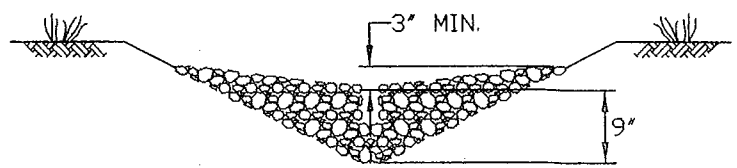
PAYMENT SHALL BE FOR ACTUAL LENGTH OF DITCH CONSTRUCTED.

R-4 LIMESTONE RIPRAP (STANDARD) UNLESS OTHERWISE NOTED, RIPRAP SHALL BE DURABLE ROCK PLACED IN A 1.0 FOOT BLANKET. TWENTY-FIVE (25%) OF THE ROCK WILL BE OF 12 INCHES OR LARGER, THE REMAINING SEVENTY-FIVE (75%) SHALL BE WELL GRADED MATERIAL (MINIMUM 3 INCHES TO MAXIMUM 9 INCHES) OF SUFFICIENT ROCK SMALL ENOUGH TO FILL THE VOIDS BETWEEN THE LARGER ROCK. SHALE SHALL NOT BE USED FOR RIPRAP. IF RIPRAP STABILITY IS QUESTIONABLE, DURABILITY SHALL BE DETERMINED BY THE SODIUM SULPHATE TEST ASTM C 88/AASHTO T 104-77. SYSTEM APPLIES TO BOTH LINED V-DITCHES AND LINED TRAPEZOIDAL DITCHES.

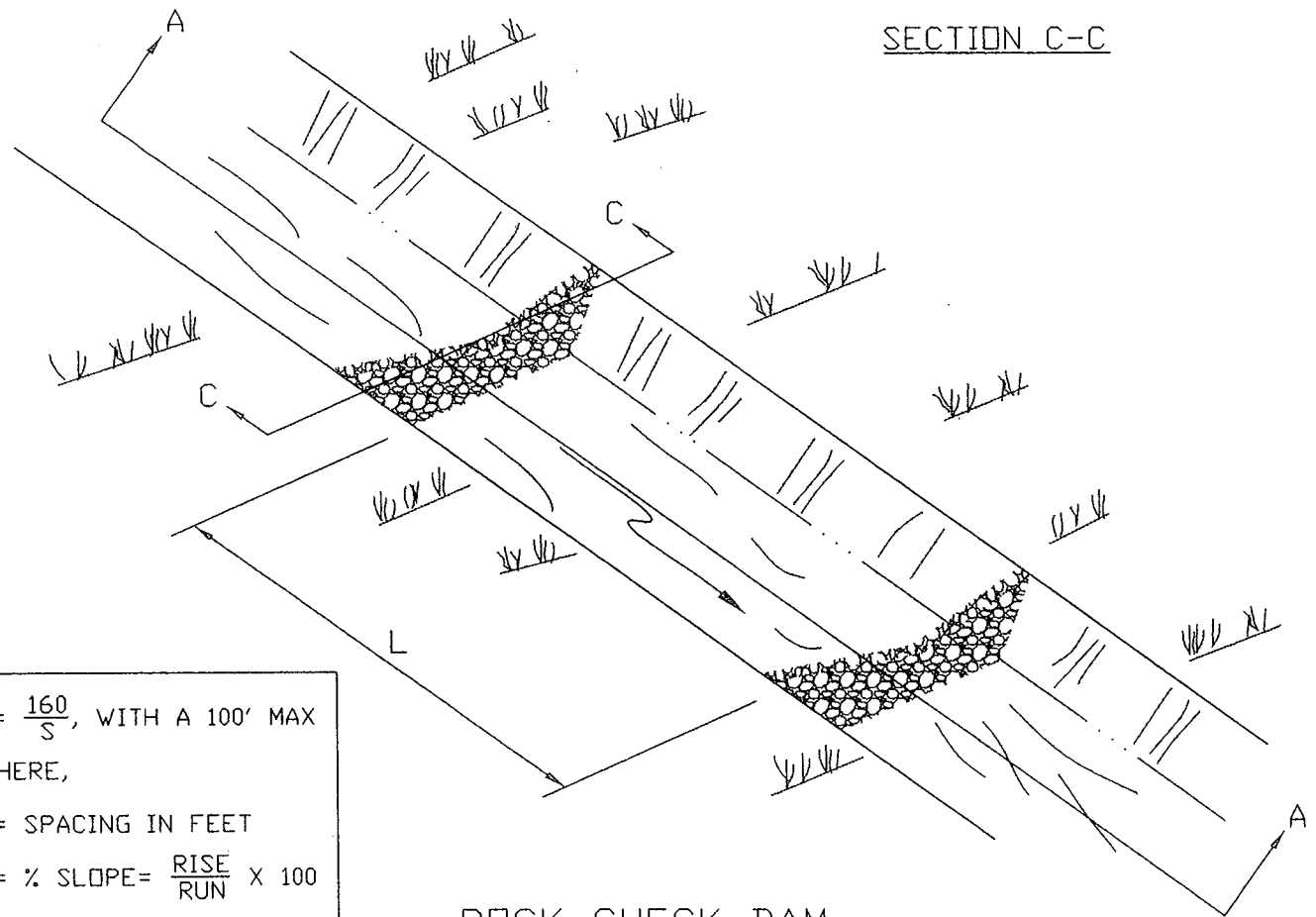
BUYER CB-23	REQ. or P.O. No. DEP 15061
ROCK CHECK DAM	



SECTION A-A



SECTION C-C



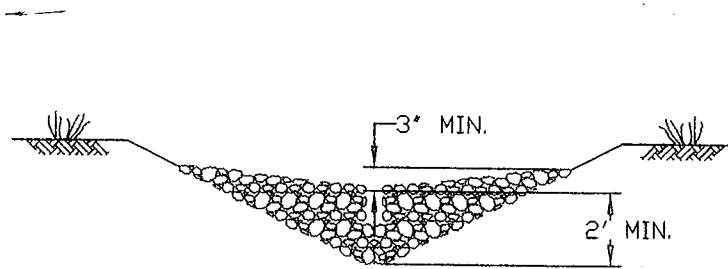
$L = \frac{160}{S}$, WITH A 100' MAX
 WHERE,
 L = SPACING IN FEET
 $S = \% \text{ SLOPE} = \frac{\text{RISE}}{\text{RUN}} \times 100$

ROCK CHECK DAM

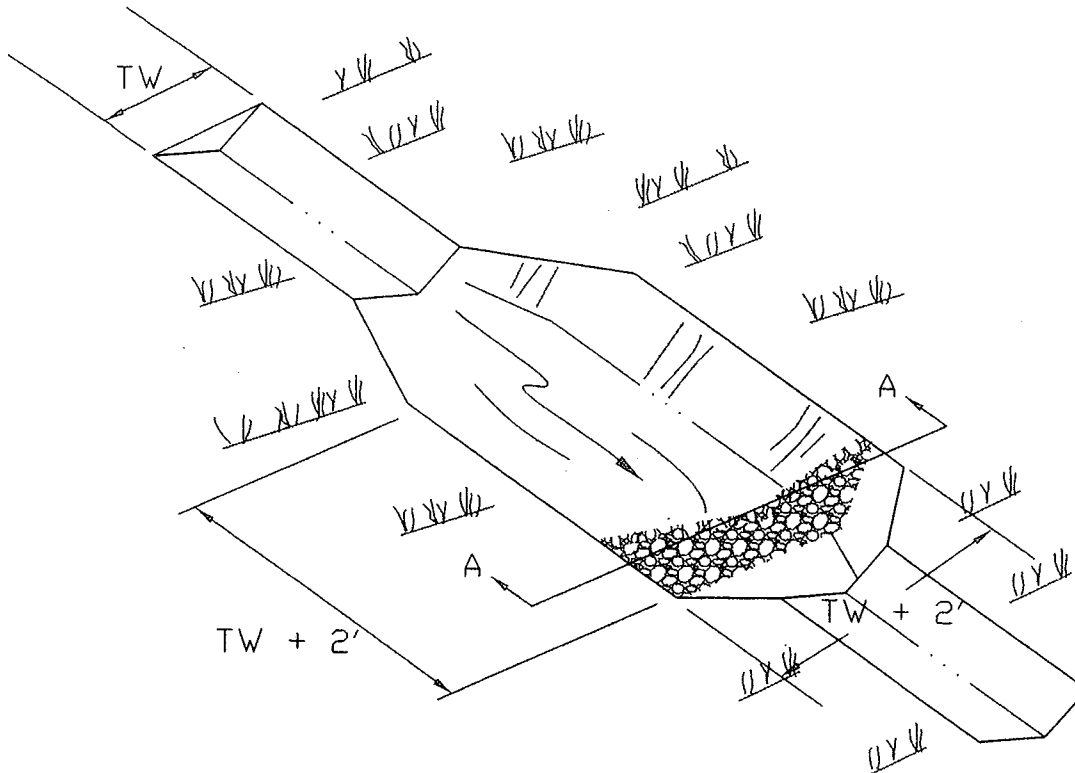
NOTE: MAY BE TRAPAZOIDAL OR V-DITCH

NOTE:
 SPACING OF PREFABRICATED DITCH CHECKS SHALL BE THE SAME AS STONE DITCH CHECKS.
 AASHTO #1 (2-4 INCH) SHALL BE USED, AND MAY BE REINFORCED WITH 3 TO 6 INCH RIPRAP.
 THE MINIMUM DITCH DEPTH IS 1.0'.

BUYER CB-23	REQ. or P.O. No. DEP 15061
SEDIMENT CONTROL SUMP	



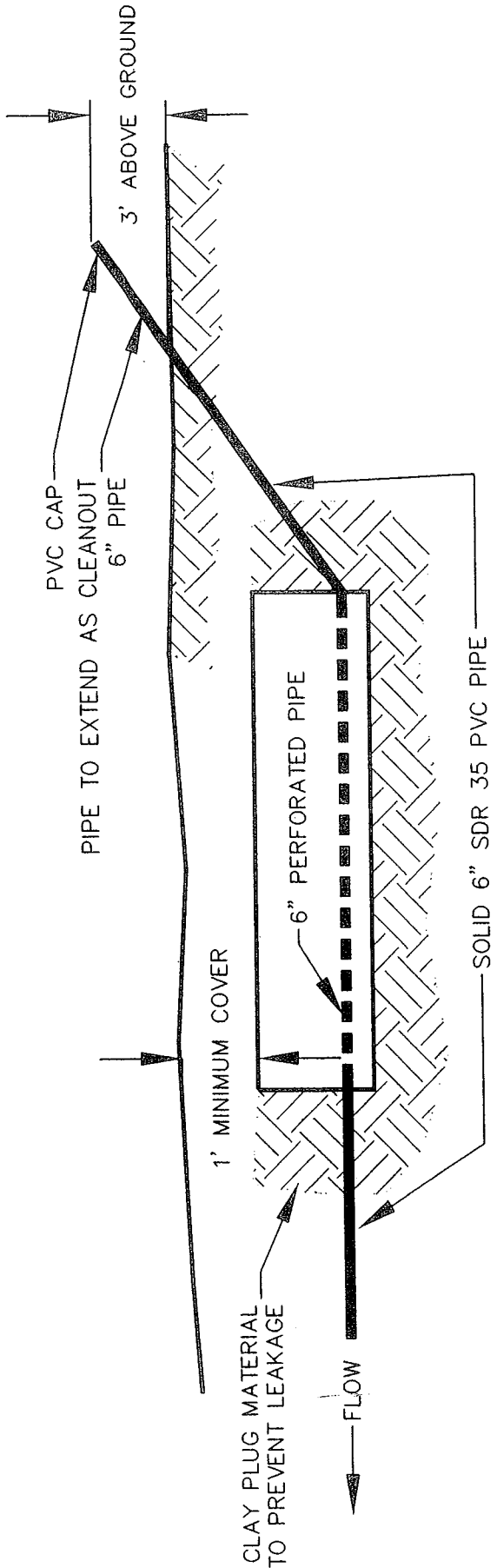
SECTION A-A



NOTE:

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

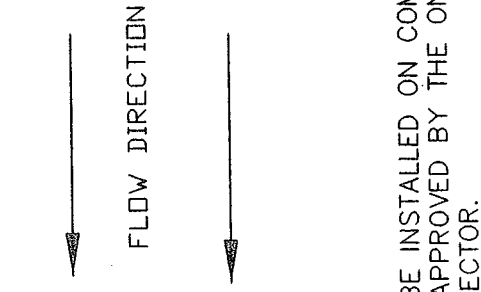
BUYER CB-23	REQ. or P.O. No. DEP 15061
SEEP COLLECTOR	



SIDE VIEW

NOT TO SCALE

WRAP WITH FILTER FABRIC (NONWOVEN)
TYPAR 3401 or EQUIVALENT



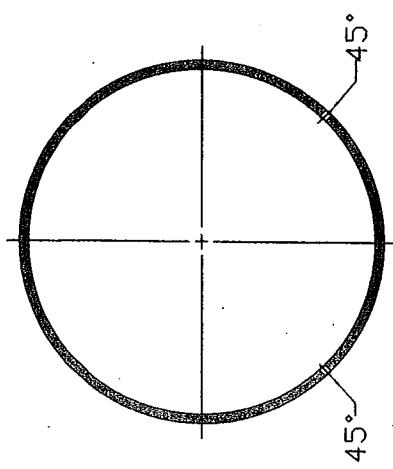
END VIEW

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

WRAP BOTTOM AND SIDE
WITH 40 MIL. HDPE LINER

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

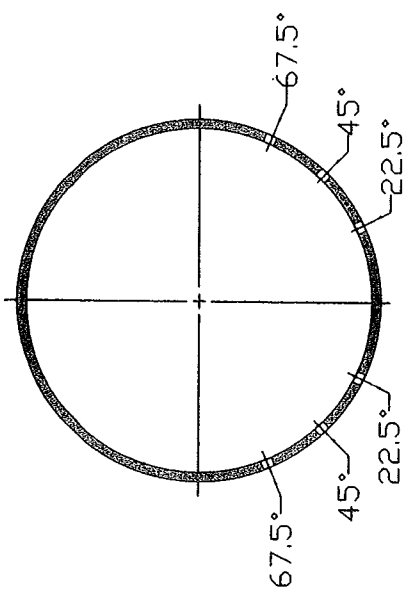
PIPE PERFORATION DETAILS



2, 4, & 6 INCH DIAMETER PIPE PERFORATIONS

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

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



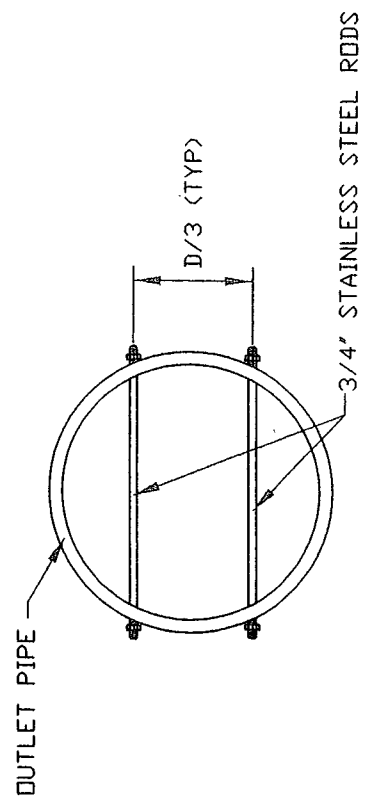
12 INCH DIAMETER PIPE PERFORATIONS

HOLES SHALL BE 1 INCH DIAMETER.

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

BUYER CB-23	REQ. or P.O. No. DEP 15061
PIPE PERFORATION & ANIMAL GUARD DETAILS	

ANIMAL GUARD DETAILS



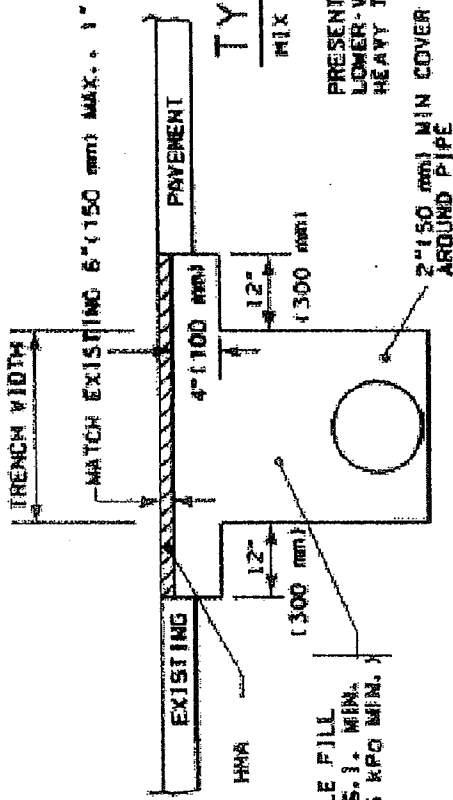
BUYER CB-23	REQ. or P.O. No. DEP 15061
STATE ROAD CULVERT DET.	

NOTES

1. Where type A trenches are wider than 7" in existing bituminous pavements, concrete may be deleted if existing HMA thickness and 18" stone are restored.
2. Traffic is to be maintained at all times by the use of appropriate traffic control devices. Use of restripes, having sufficient rigidity to span type A trench, is required to prevent wheel loads from being transmitted to the C.S.M. The plates are to be securely anchored to prevent movement caused by traffic. The plates are to be left in place until the flowable fill has attained a 50% of its compressive strength.

CONCRETE TO BE ROUGH FOR BONDING OF HMA

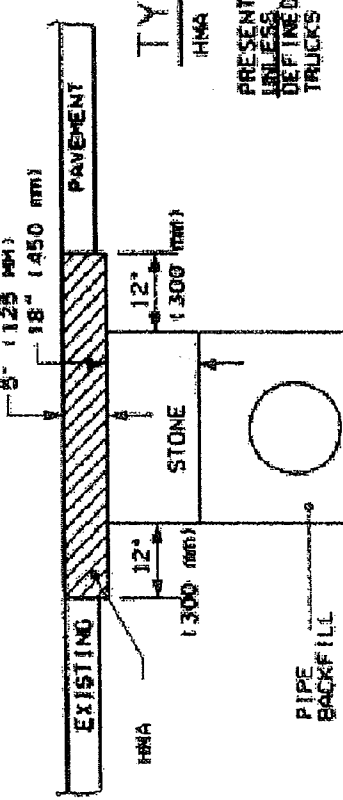
1" (25mm) MIN.



TYPE A TRENCH

MIX PAVEMENT

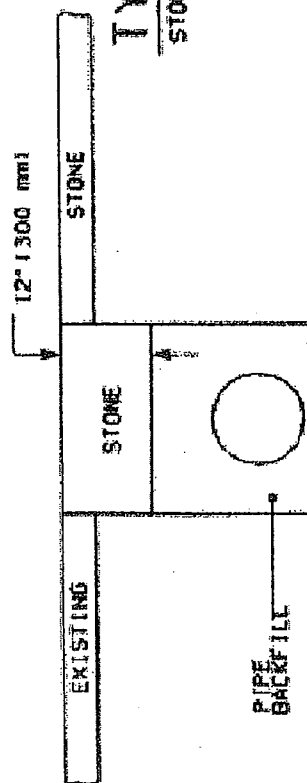
PRESENT ADT OVER 2000 OR LOWER-VOLUME ROADS WITH HEAVY TRUCK TRAFFIC 120 PER DAY



TYPE B TRENCH

HMA PAVEMENT

PRESENT ADT UNDER 2000 UNLESS HEAVY TRUCK TRAFFIC. DEFINED AS 20 TANDEM-AXLE TRUCKS PER DAY, IS EVIDENT.



TYPE C TRENCH

STONE ROADWAY

UTILIZE TYPE B TRENCH

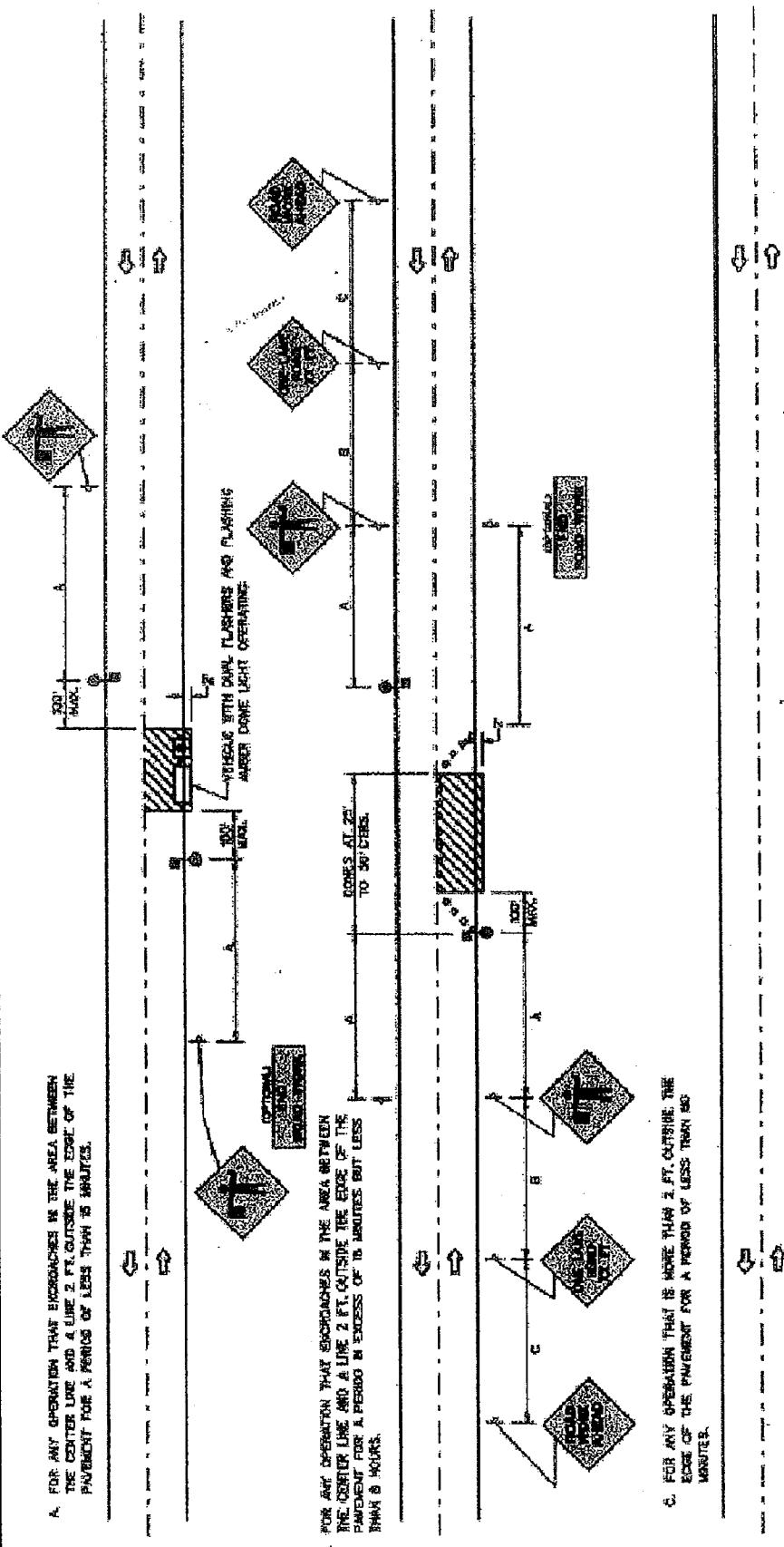
FIGURE 2

BUYER
CB-23

REQ. or P.O. No.
DEP 15061

TRAFFIC CONTROL

CASE #6
THREE-LANE, TWO-WAY TRAFFIC
SHORT-TERM OPERATIONS
DAYTIME ONLY



A. FOR ANY OPERATION THAT ENDOUCHES IN THE AREA BETWEEN THE CENTER LINE AND A LINE 2 FT. OUTSIDE THE EDGE OF THE PAVEMENT FOR A PERIOD OF LESS THAN 15 MINUTES.

B. FOR ANY OPERATION THAT ENDOUCHES IN THE AREA BETWEEN THE CENTER LINE AND A LINE 2 FT. OUTSIDE THE EDGE OF THE PAVEMENT FOR A PERIOD IN EXCESS OF 15 MINUTES BUT LESS THAN 6 HOURS.

C. FOR ANY OPERATION THAT IS MORE THAN 2 FT. OUTSIDE THE EDGE OF THE PAVEMENT FOR A PERIOD OF LESS THAN 60 MINUTES.

SYMBOLS

- ▨ WORK AREA
- ◇ SIGN
- ▽ SIGN ON PORTABLE OR PERMANENT SUPPORTS.
- ⊕ FLASHER WITH PANEL.
- CONES

TYPICAL APPLICATIONS

- PAVEMENT.
- FIELD SURVEY.
- CLEANING UP DEBRIS ON PAVEMENT.
- CROSSWALK PAINTING.

GENERAL NOTES

1. CONSTRUCTION OPERATIONS SHALL BE CONFINED TO ONE TRAFFIC LANE. LEAVE THE OPPOSITE LANE OPEN TO TRAFFIC. AT LEAST 500 FT. OF BOTH TRAFFIC LANES SHALL BE AVAILABLE FOR TRAFFIC MOVEMENT AT INTERVALS NOT GREATER THAN 1000 FT. A COMPLETE TRAFFIC CONTROL PLAN MUST BE APPROVED FOR ANY PROJECT EXPECTING TO EXCEED 1500 FT. IN LENGTH INCLUDING BOTH TRAFFIC AND WORK AREAS.
2. FOR LOW-VOLUME SITUATIONS WITH SHORT WORK ZONES ON STRAIGHT ROADWAYS WHERE THE FLAGGER IS VISIBLE TO ROAD USERS APPROACHING FROM BOTH DIRECTIONS, A SINGLE FLAGGER POSITIONED TO BE VISIBLE TO ROAD USERS APPROACHING FROM BOTH DIRECTIONS, MAY BE USED.
3. FLASHING WARNING LIGHTS AND/OR FLASERS MAY BE USED TO CALL ATTENTION TO THE ADVANCE WARNING SIGNS.
4. THE FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
5. ALL SIGNS ARE TO BE REMOVED AT COMPLETION OF THE DAY'S OPERATIONS.
6. FOR MULTILANE DIVIDED ROADWAYS THE ADVANCE WARNING SIGNS FOR TRAFFIC APPROACHING FROM THE OPPOSITE DIRECTION MAY BE OMITTED IF APPROVED BY THE ENGINEER.

SUGGESTED ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS (IN FT.)	
	A	B
URBAN LOW SPEED	500	300
URBAN HIGH SPEED	350	300
RURAL	500	300
EXPRESSIONWAY	1000	1500
INTERSTATE	1000	1500

SPACING CATEGORY TO BE DETERMINED BY AASHTO



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
DEP15061

PAGE
1

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

VENDOR

RYAN DOM
 EXCAVATING ASSOCIATES
 P O BOX 434
 ELLERSLIE MD 21529

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/22/2010				

BID OPENING DATE: **12/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO.1 *****						
ADDENDUM ISSUED FOR THE FREEPORT MINING CORP RECLAMATION PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 11/04/2010.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 12/02/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP15061 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

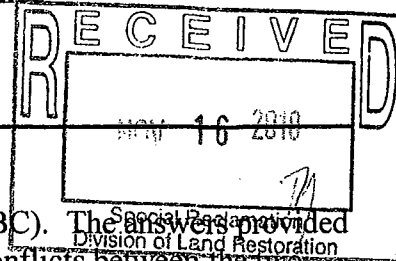
1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part; or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services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

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

INSTRUCTIONS TO BIDDERS

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

For DEP 15061
Freeport Mining Corporation
Permit # S-1019-87, S-1004-88



The following questions were identified at the Pre Bid Conference (PBC). The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

Permit S-1004-88

- 1.) Q. Does it all have to drain this direction (towards the embankment)?
A. There will be a break point near our location on top where some water will flow to the ditch by the property line, and some to the ditches flowing towards the road.
- 2.) Q. This 8 foot ditch is going to run from here down?
A. Yes, there's a pond down over the hill it runs to.
- 3.) Q. Are you saying you have to go down there, or you don't have to go down there (to cut the embankment down to original ground)?
A. You do not have to bring the embankment down to the bottom, but you do have to have a smooth, natural 2 to 1 minimum slope on everything backfilled and regraded, from the top of the highwall to the ditch.
- 4.) Q. If any of this slope (on the embankment) is not 2 to 1, do we have to regrade it?
A. If you disturb it, it shall be brought to a 2 to 1 slope.
- 5.) Q. Do you have control points to work off of?
A. Yes, we can show those to the winning bidder or anyone interested in pre-surveying.
- 6.) Q. The grassy field over there, how far are you bringing that in to the site?
A. There shall be a smooth transition from that field onto our reclamation, with a minimum 2 to 1 slope.
- 7.) Q. You're going to mix all that (refuse) up with lime and just put it back in the hole?
A. Whatever is left yes, and it shall be placed on a pad off the pit floor to isolate it from water.
- 8.) Q. You can't take this down any lower (the top area above the highwall)?
A. You can take the mound on top, which is likely topsoil storage, but undisturbed rock shall be left in place.
- 9.) Q. You want us to start with that grade on top (regrading the topsoil stockpile next to the cemetery)?
A. Yes, the regrading shall tie in smoothly with the hillside on top, the cemetery on one side, the driveway on the other, and the road on the bottom.
- 10.) Q. Can all this brush be burned?
A. Yes, you'll have to get any appropriate permits from the county and/or state, but normally all of that is ok to burn, except occasionally for large stumps.
- 11.) Q. Do we put a drive-thru through the ditch (coming out of the road culvert)?

Addendum #1 - Questions During Pre-Bid Conference
For DEP 15061
Freeport Mining Corporation
Permit # S-1019-87, S-1004-88

A. No, all of this gravel road will be taken up and regraded and revegetated.

12.) Q. Do we re-grade all the way to that guy's barn and equipment?

A. Yes, all of the road along this embankment shall be taken up and regraded and revegetated, even beyond that.

13.) Q. So you're not doing anything with this outer slope?

A. No, the top of the slope is the edge of the permit; we aren't doing anything down that slope except for the ditch going down to pond.

Permit S-1019-87

14.) Q. Does the 8 foot ditch get the liner underneath as well?

A. Yes, all of the ditches on this permit do.

15.) Q. Are the conveyance pipes a part of the seep collector bid item?

A. **Clarification:** Yes, they shall be incidental to the bid item –not as a part of the 100 feet of actual seep collector, which has rock and liner around the perforated pipe, but there is no separate bid item for conveyance pipe. Conveyance pipe will not be paid by the foot, but as incidental to the completion of the seep collectors.

16.) Q. Where are you getting material for the highwall (by the road)?

A. The berm itself, above the highwall, will be your material to backfill the highwall. There should be enough there, but if there is not, you will have to truck material up from the embankment of pond #2.

17.) Q. Is there any access to this site from this side?

A. No, the entrance is where we walked in.

18.) Q. Is there only one property owner here?

A. This whole permit is owned by two brothers, who both live just over on the north side of the road.

19.) Q. The ditch (at pond 4B), where's it going to end up at?

A. The ditch ends in the pond, there is no exit ditch. All of the ditch leading into the pond is to be regraded for positive drainage.

20.) Q. Is the pond (pond #1) filled?

A. There is some water in the pond, it's not full.

21.) Q. How much of this hillside (above pond #1) needs to be cleared?

A. There's a point at which the hillside drops off and becomes much steeper, the hillside shall be cleared to there. Anything flat enough to be mowed shall be cleared.

22.) Q. Whatever material here (in the road berm) is good enough to backfill?

Addendum #1 - Questions During Pre-Bid Conference
For DEP 15061
Freeport Mining Corporation
Permit # S-1019-87, S-1004-88

A. There is 20 tons of lime to mix in with the backfilling. We don't know the consistency of the soil in the berm, we're assuming it's suspect.

Clarification: All bid items specified by ACRE on this project in the Bid Schedule shall require the submittal of a final survey to verify final acreages. This submittal shall include a copy of all field notes, a map to scale in paper and electronic form. The final survey must be conducted under the direct supervision of and certified by a Professional Surveyor or Professional Engineer licensed in the state of West Virginia. Partial payments may be made for estimated acreages that are field verified and agreed upon with the DEP onsite representative. Partial payments may not exceed 75% of bid item prior to final survey. This shall be paid from the Construction Stakeout bid item.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15061
 Project: Freeport Mining Corp.
S-1019-87 & S-1004-88

Bid Date: Dec. 2, 2010
 Pre-Bid Date: Nov. 4, 2010

Name : Donald Vincent
 Company: Brec Kaway, Inc
 Address: 1075 Old Turnpike Rd.
Sutton W.V. 26601
 Phone #: 304-765-5317
 Fax #: 304-765-5389
 Email : douq@breckawaywv.com

Name : Robert Barnes
 Company: BARNES EXC. INC.
 Address: P.O. Box 13384
Sissonville
WV 25360
 Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email : BARNES EXC (A) AOL.COM

Name : David H. Bowman
 Company: GREEN MOUNTAIN CO
 Address: 511 50th STREET
Charleston WV
25304
 Phone #: 304 925 0253
 Fax #: 304 925 9230
 Email : Jody Mays AOL.com

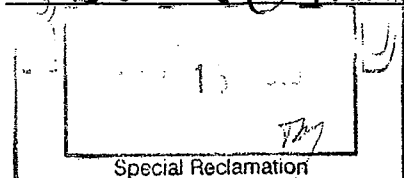
Name : GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC
 Address: P.O. Box 218
KENNA, WV
25248
 Phone #: (304) 372-4378
 Fax #: (304) 372-4378
 Email : None

Name : BRT TRANSIT INC
 Company: JAMES BUCKLAND
 Address: Box 720 BRAKER WV
25803 25858
 Phone #: 304 255 2505
 Fax #: 304 253 4533
 Email :

Name : MAX ELLIOTT
 Company: JBT SOAS LLC
 Address: 10643 BRANDONVILLE PIKE
AL BRIGHT, W.Va
26519
 Phone #: 304-329-0818
 Fax #: 304 329-0818
 Email :

Name : DENNIS C. ELBON
 Company: CONGIRL US INC
 Address: PO Box 243
SIMPSON, WV 26435
 Phone #: 304-739-4347
 Fax #: 304-739-4401
 Email : DCB.CONGIRLUS@EARTHLINK.NET

Name : Patrick Weimer
 Company: SCSL Co Leasing Corp Inc.
 Address: 8 Hunter Lane Rd
Fairmont WV
26554
 Phone #: 304-290-4608
 Fax #: 304-296-8252
 Email : JSLevitt@yahoo.com



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15061
 Project: Freeport Mining Corp.
S-1019-87 & S-1004-88

Bid Date: Dec. 2, 2010
 Pre-Bid Date: Nov. 4, 2010

Name : JAMIE Pretzel
 Company: JL Pretzel Contracting
 Address: 274 Horseshoe Dr.
Bruceston Mills WV 26025
 Phone #: 304-379-7789
 Fax #: 304-379-7788
 Email : Cpretzel@AOL.com

Name : GARY Long
 Company: McCourt & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601
 Phone#: 304 765-5288
 Fax #: 304 765-5293
 Email : glong@wirefire.com

Name : RYAN DOM
 Company: Excavating Associates
 Address: PO Box 434
Ellerslie, MD 21529
 Phone #: 301-777-0444
 Fax #: 301-777-5301
 Email : rdom@excavatingassociates.com

Name : JAMES ALLEN
 Company: JF ALLEN CO
 Address: PO Box 2049
Buckhannon WV
26201
 Phone#: 304 472 8896
 Fax #: 304 472 8897
 Email: JAMES.ALLEN@JFALLENCO.COM

Name : Bruceston Farm Serv
 Company: Charles H Moyer's
 Address: PO Box 107
Bruceston Mills
WV 26025
 Phone #: 304-379-2691
 Fax #: 304-379-2645
 Email : charlie.moyer@SScoop.com

Name : Chad Bilotta
 Company: Anderson Excavating LLC
 Address: 343 Williams Rd
Morgan town WV 26901
 Phone#: 304-983-2296
 Fax #: 304-983-4755
 Email : cbilotta@AndersonExcavatingLLC.com

Name : IES BOLEN
 Company: ASPEN CORP
 Address: 2400 RIVER DR
Daniels WV 25832
 Phone #: 304-763-4573
 Fax #: 304-763-4591
 Email : aspenestimator@yahoo

Name : TYLER DODD
 Company: BEAR CONTRACTING
 Address: 112 STATE ST
BRIDGEPORT WV 26350
 Phone#: 304 842 3002
 Fax #: 304 842 9433
 Email : TDODD@BEAR-CONTRACTING.com

END — — — END
 David McCoy WV DEP

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

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

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.

Agency WVDEP/SR
REQ.P.O# DEP15061

SID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Excavating Associates
of PO Box 434, Ellerslie, MD 21529, as Principal, and United States Surety
Company, of PO Box 5605, Timonium, a corporation organized and existing under the laws of the State of
Maryland with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligea, in the penal sum of Five percent of total bid amount (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
Project #DEP15061; Freeport Mining Corporation Mine Reclamation

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 Obligea 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
2nd day of December, 2010.

Principal Corporate Seal

Excavating Associates

(Name of Principal)

By [Signature]
(Must be President or Vice President)

President

(Title)

Surety Corporate Seal

United States Surety Company

(Name of Surety)

[Signature]
Attorney-in-Fact
J. Rebecca Bruchey

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

J. Rebecca Bruchey, Francis D. Carden, Frederick C. Wright, IV

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ **Unlimited**).

This Power of Attorney shall expire without further action on December 8, 2012. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of June, 2009.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



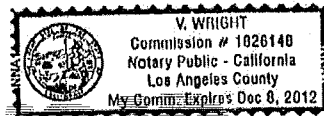
By: [Signature] Daniel P. Aguilar, Vice President

State of California
County of Los Angeles SS:

On this 15th day of June, 2009, before me, V. Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2nd day of December, 2010.

Corporate Seals



Bond No.
Agency No. 12102

[Signature] Jeannie J. Kim, Assistant Secretary

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Security Paper

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

STATE OF Pennsylvania

COUNTY OF Bedford, TO-WIT:

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

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

Excavating Associates Inc
(Company Name)

By: David Thompson

Title: President

Date: 12-1-10

Taken, subscribed and sworn to before me this 1 day of December, 2010

By Commission expired
(Seal)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Thomas F. Groves, Notary Public
Hyndman Boro, Bedford County
My Commission Expires March 17, 2013
Member, Pennsylvania Association of Notaries

Thomas F. Groves
(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Excavating Associates, Inc

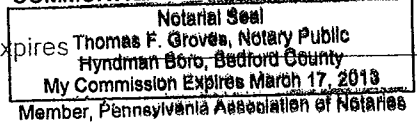
Authorized Signature: [Signature] Date: 12/1/10

State of Pennsylvania

County of Bedford, to-wit:

Taken, subscribed, and sworn to before PENNSYLVANIA day of December, 2010.

My Commission expires _____, 20____.



AFFIX SEAL HERE

NOTARY PUBLIC [Signature]