



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  
**DEP13575**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

501151933 304-745-3652

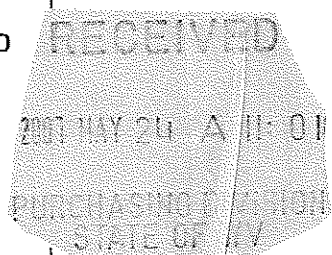
MIDWAY RECLAMATION, LLC.  
 P.O. BOX 308  
 WEST MILFORD, WV 26451

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
04/25/2007				

BID OPENING DATE: **05/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$349,000.00
<p>RECLAMATION: RESTORATION OF WATER</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FOR THE RECLAMATION PROJECT SPECIFIED BELOW.</p> <p>THE PURPOSE OF THE CONTRACT IS TO PERFORM WATER RECLAMATION ON THE MINING OPERATION OF STEWARTOWN COAL CORPORATION, NOW UNDER REVOKED PERMIT NUMBER(S) 67-78.</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 05/08/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR STEWARTSTOWN, WV, MONONGALIA COUNTY AND CONSISTS OF APPROXIMATELY 4 ACRES.</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</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Nancy Somers* TELEPHONE **304-745-3652** DATE **5-24-07**

TITLE **OWNER** FEIN **33-1135400** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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

2006-047-008



State of West Virginia  
 Department of Administration  
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**DEP13575**

PAGE  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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AUCTION

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**501151933**

SHIP TO

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MIDWAY RECLAMATION, LLC.  
 P.O. BOX 308  
 WEST MILFORD, WV 26451

DATE PRINTED <b>04/25/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **05/24/2007** BID OPENING TIME **01:30PM**

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Nancy Smith</i>	TELEPHONE <b>304-745-3652</b>	DATE <b>5-24-07</b>
TITLE <b>OWNER</b>	FEIN <b>33-1135400</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Nancy Smith</i>	TELEPHONE 304-745-3652	DATE 5-24-07
TITLE OWNER	FEIN 33-1135400	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME - <u>MIDWAY RECLAMATION LLC</u></p> <p>CONTRACTORS LICENSE NO. - <u>WV040515</u></p> <p>THE SUCCESSFUL BIDDER WILL REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Nancy Somers</i>	TELEPHONE 304-745-3652	DATE 5-24-07
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<p>THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Nancy Smith</i>	TELEPHONE 304-745-3652	DATE 5-24-07
TITLE OWNER	FERN 33-1135400	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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**MIDWAY RECLAMATION, LLC  
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<p>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            EXHIBIT 10</p> <p>REQUISITION NO.: DEP13574</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p style="text-align: right;"><i>Nancy S. Somers</i>            .....            SIGNATURE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Nancy Somers</i>	TELEPHONE <b>304-745-3652</b>	DATE <b>5-24-07</b>
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TITLE <b>OWNER</b>	FEIN <b>33-1135400</b>	ADDRESS CHANGES TO BE NOTED ABOVE
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				MIDWAY RECLAMATION LLC COMPANY 5-24-2007 DATE		
				REV. 11/96		
				NOTICE		
				A SIGNED BID MUST BE SUBMITTED TO:		
				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
				THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:		
				SEALED BID		
				BUYER: CB-23 RFQ. NO.: DEP13575 BID OPENING DATE: 05/24/2007 BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Nancy Jones</i>	304-745-3652	5-24-07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
OWNER	33-1135400	

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TO CONTACT YOU REGARDING YOUR BID:  <b>304-745-3653 NANCY SOMERS</b></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>***** THIS IS THE END OF RFQ DEP13575 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Nancy Somers* TELEPHONE **304-745-3652** DATE **5-24-07**

TITLE **OWNER** FEIN **33-1135400** ADDRESS CHANGES TO BE NOTED ABOVE

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BUYER CB-23	PAGE 010	REQ OR PO NO. DEP 13575
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

**SCOPE OF WORK**

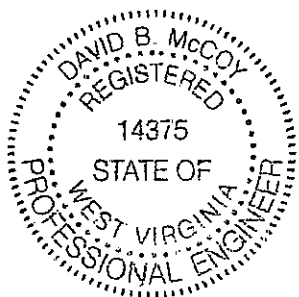
The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of **STEWARTOWN COAL CORP.**, Permit **67-78**, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item #3 & 4. If, fuel and lubricants are to be stored on site, bid item #2 shall be in place before fuel is delivered. Project sign is to be obtained and installed.
2. Storm water management in the form as described in bid item #11 shall be installed (described locations).
3. Construct new access road and upgrade existing access road.
4. Construct freshwater holding pond and install synthetic HDPE liner.
5. Construct settling pond and install curtain baffles.
6. Construct foundation and install Aquafix treatment unit.
7. Construct riprap ditches.
8. Eliminate pond.
9. Construct sludge disposal cell and sludge pumping line.
10. Install culverts
11. Vegetative enhancement with seed, lime, fertilizer, and mulch.
12. Any other site specific items required.

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

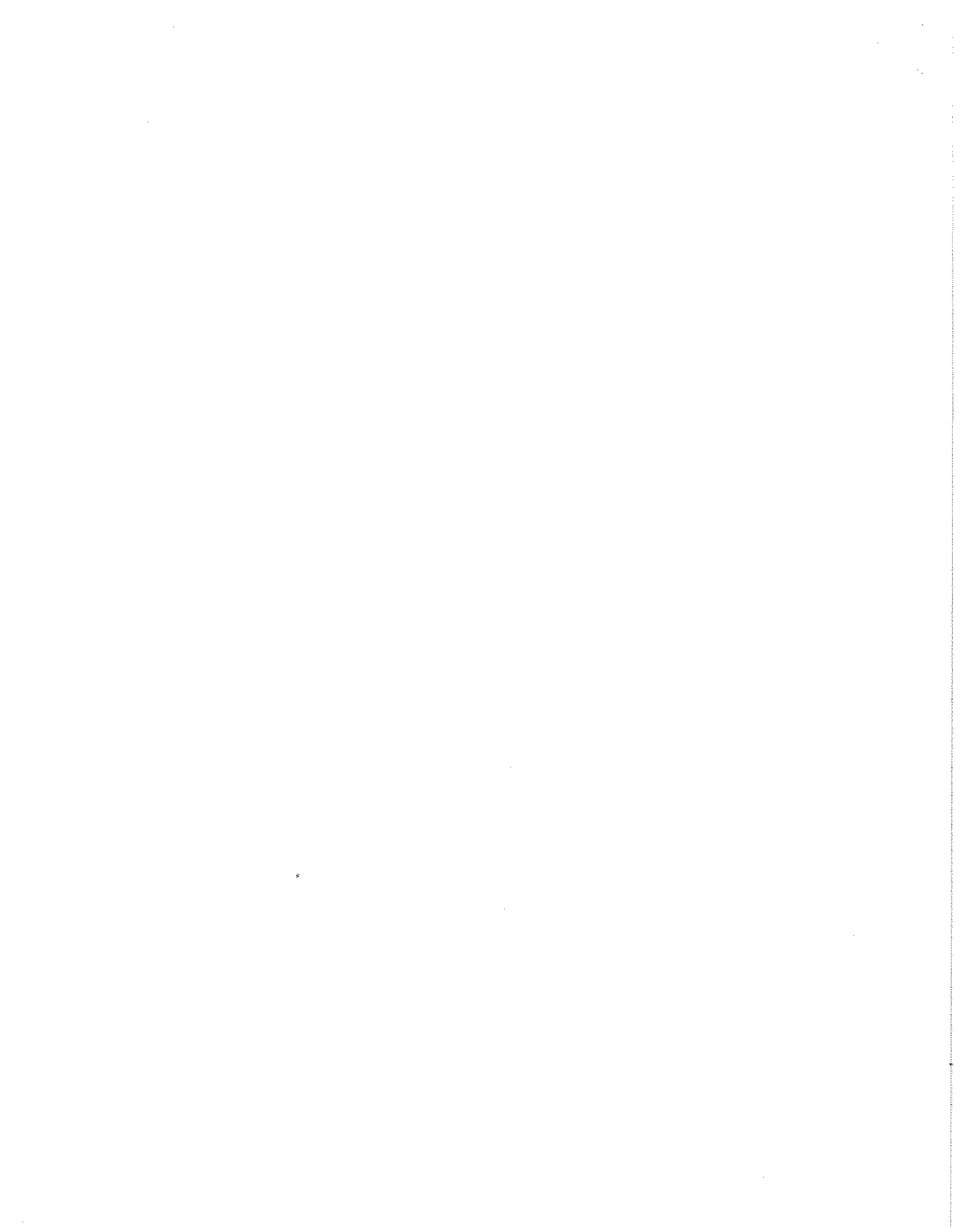
David B. McCoy  
 Registered Professional Engineer W/ No. 14375



*GPS*  
*4/2/07*

Date: 3-29-2007

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

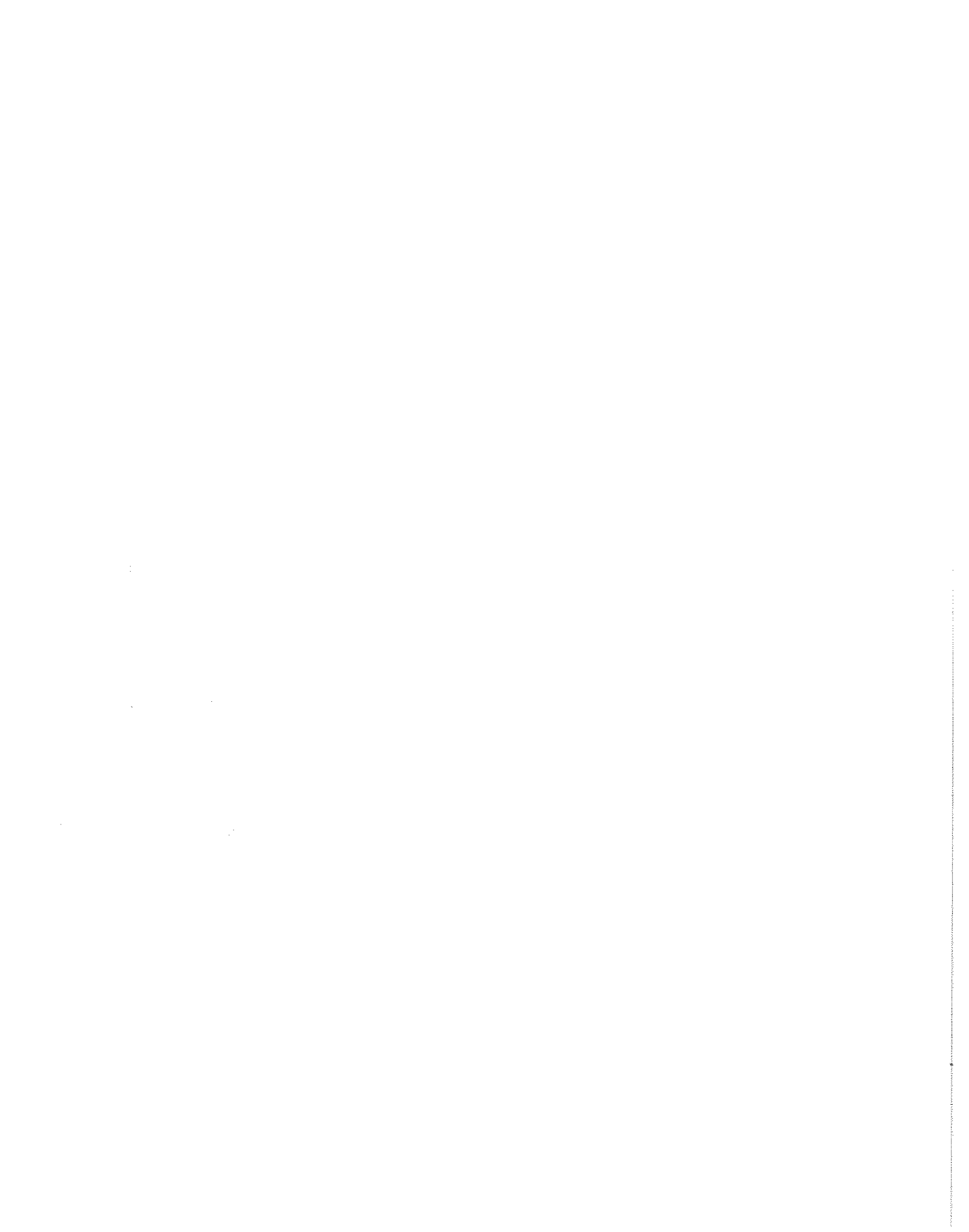


MIDWAY RECLAMATION, LLC  
P.O. BOX 308  
WEST MILFORD, WV 26451

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>STEWARTOWN COAL CORP.</u></b>				
<b>PERMIT NUMBER(S): <u>67-78</u></b>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	<u>\$16,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	<u>\$450.00</u>
<b><u>ROAD CONSTRUCTION</u></b>				
3.0	<u>2500</u> LF	<u>NEW HAULROAD/ACCESS ROAD</u>	<u>\$12.00</u> PER LF	<u>\$30,000.00</u>
4.0	<u>4225</u> LF	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	<u>\$.48</u> PER LF	<u>\$2028.00</u>
5.0	<u>1500</u> LF	<u>FILTER FABRIC FOR ROAD UPGRADE</u>	<u>\$1.50</u> PER LF	<u>\$2250.00</u>
6.0	<u>450</u> TON	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	<u>\$20.00</u> PER TON	<u>\$9000.00</u>
7.0	<u>100</u> LF	<u>HDPE CULVERT 48" DIAMETER</u>	<u>\$80.00</u> PER LF	<u>\$8,000.00</u>
8.0	<u>140</u> LF	<u>HDPE CULVERT 24" DIAMETER</u>	<u>\$40.00</u> PER LF	<u>\$5,600.00</u>
9.0	<u>100</u> LF	<u>HDPE CULVERT 15" DIAMETER</u>	<u>\$32.00</u> PER LF	<u>\$3,200.00</u>
10.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	<u>\$10,000.00</u>
11.0	<u>400</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	<u>\$3.50</u> PER LF	<u>\$1,400.00</u>



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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b><u>WATER QUALITY ABATEMENT</u></b>				
12.0	<u>820</u> LF	<u>RIPRAP V-DITCH</u>	\$ <u>14.00</u> PER LF	\$ <u>11,480.00</u>
13.0	LUMP SUM	<u>FRESH WATER POND</u>	LUMP SUM	\$ <u>9,000.00</u>
14.0	LUMP SUM	<u>HDPE 60 MIL. POND LINER</u>	LUMP SUM	\$ <u>24,000.00</u>
15.0	<u>325</u> LF	<u>RIPRAP TRAPEZOIDAL DITCH</u>	\$ <u>36.00</u> PER LF	\$ <u>11,700.00</u>
16.0	<u>120</u> LF	<u>SEEP COLLECTOR</u>	\$ <u>66.00</u> PER LF	\$ <u>7,920.00</u>
17.0	<u>52</u> LF	<u>SDR 35 PVC PIPE 12" DIAMETER</u>	\$ <u>24.00</u> PER LF	\$ <u>1,248.00</u>
18.0	LUMP SUM	<u>SETTLING POND</u>	LUMP SUM	\$ <u>21,000.00</u>
19.0	LUMP SUM	<u>BAFFLE CURTAIN</u>	LUMP SUM	\$ <u>3,000.00</u>
20.0	<u>10</u> LF (Depth)	<u>SUB-FOUNDATION PREPARATION</u>	\$ <u>800.00</u> PER LF	\$ <u>8,000.00</u>
21.0	LUMP SUM	<u>FOUNDATION</u>	LUMP SUM	\$ <u>13,000.00</u>
22.0	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ <u>1,200.00</u>
23.0	LUMP SUM	<u>DOSING UNIT AND SILO</u>	LUMP SUM	\$ <u>101,000.00</u>
24.0	<u>180</u> LF	<u>4-INCH HDPE PIPE</u>	\$ <u>6.50</u> PER LF	\$ <u>1,170.00</u>
25.0	LUMP SUM	<u>WATER CONNECTION AT DISPENSING UNIT</u>	LUMP SUM	\$ <u>900.00</u>
26.0	<u>540</u> LF	<u>6-INCH HDPE PIPE</u>	\$ <u>6.50</u> PER LF	\$ <u>3,510.00</u>



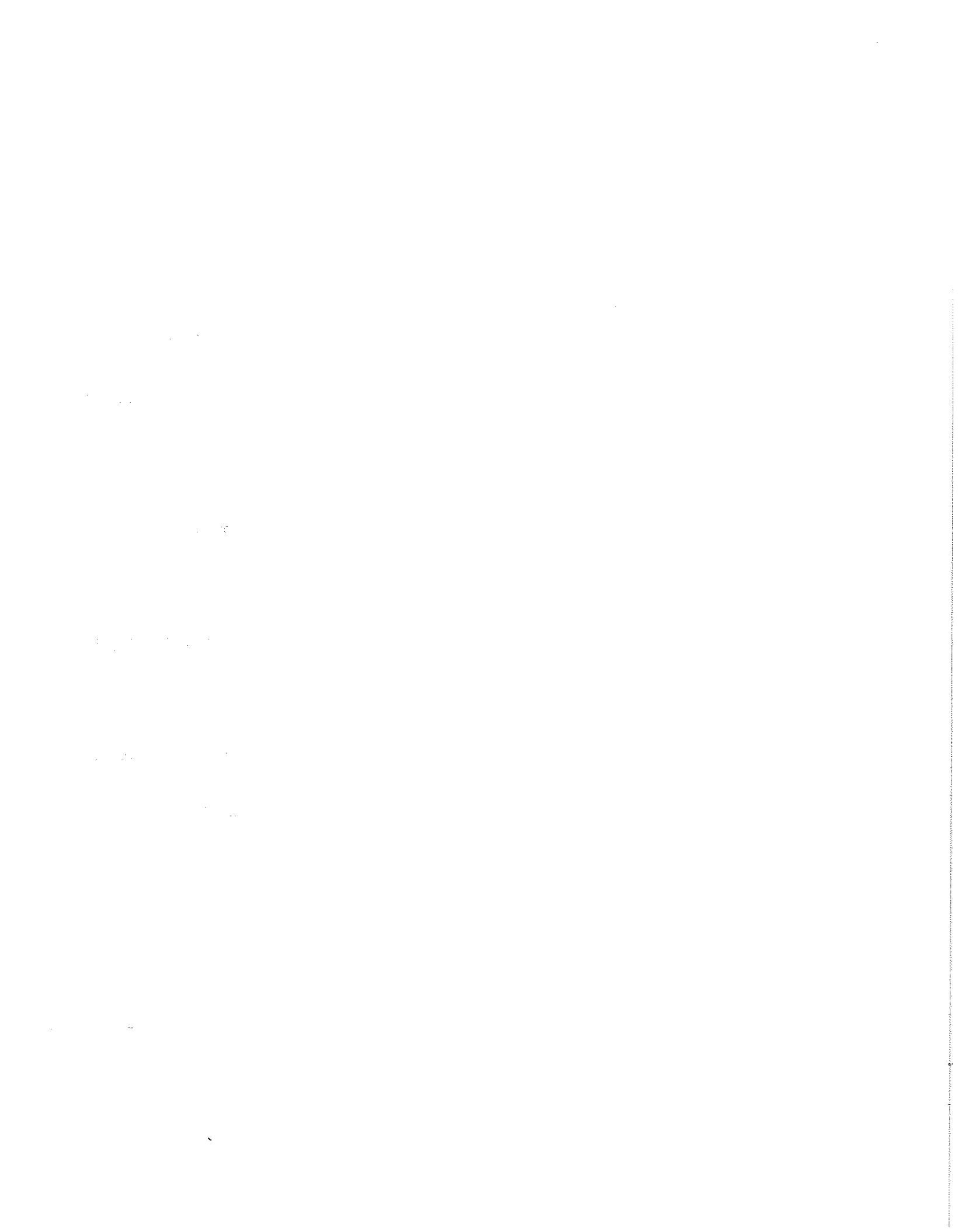


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27.0	<u>1</u> EA	<u>6-INCH GATE VALVE</u>	\$ <u>550.00</u> PER EA	\$ <u>550.00</u>
28.0	<u>2</u> EA	<u>6-INCH HDPE BLIND FLANGE</u>	\$ <u>197.00</u> PER EA	\$ <u>394.00</u>
29.0	LUMP SUM	<u>SLUDGE DISPOSAL CELL</u>	LUMP SUM	\$ <u>10,000.00</u>
30.0	<u>2</u> EA	<u>6 INCH HDPE PUMP ADAPTORS</u>	\$ <u>250.00</u> PER EA	\$ <u>500.00</u>
31.0	<u>1</u> EA	<u>6 INCH HDPE WYES</u>	\$ <u>400.00</u> PER EA	\$ <u>400.00</u>
32.0	LUMP SUM	<u>POND ELIMINATION</u>	LUMP SUM	\$ <u>6,000.00</u>
33.0	<u>100</u> LF	<u>RIPRAP TRAPEZOIDAL SPILLWAY CHANNEL</u>	\$ <u>35.00</u> PER LF	\$ <u>3,500.00</u>
34.0		<u>REVEGETATION</u>		
34.1	<u>4</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>900.00</u> PER ACRE	\$ <u>3,600.00</u>
34.2	<u>4</u> AC	<u>FERTILIZER</u>	\$ <u>500.00</u> PER ACRE	\$ <u>2,000.00</u>
34.3	<u>4</u> AC	<u>MULCH</u>	\$ <u>1,200.00</u> PER ACRE	\$ <u>4,800.00</u>
34.4	<u>4</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>2,800.00</u> PER ACRE	\$ <u>11,200.00</u>
		<u>TOTAL PERMIT #67-78</u>		\$ <u>34,900.00</u>



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## BID ITEM TECHNICAL SPECIFICATIONS

### 1.0 MOBILIZATION/DEMOBILIZATION/PROJECT SIGN PROJECT SIGN

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

#### MOBILIZATION

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

#### DEMOBILIZATION

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

#### PAYMENT

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

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

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

### 3.0 NEW HAULROAD/ACCESS ROAD

This required road will be approximately 2500 LF. Accompanying plans show the details of the construction of the road. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work.

#### SITE PREPARATION

Any areas with soft unsuitable foundation materials shall be undercut to remove this material. The material removed shall be disposed of within the construction area at a site agreed to between the contractor and the DEP on site representative. Construction stake out shall be completed as necessary to complete that phase of the work being undertaken. Payment for the construction stakeout is to be included in the road price. No separate payment will be made for construction stake out.

#### ROAD CONSTRUCTION

Suitable foundation material shall then be placed in compacted layers not to exceed six (6) inches in thickness to obtain the desired grade and alignment. Compaction equipment is to be approved by DEP on site representative. Filter Fabric (Tyvar 3401, Mirafi 500X, or equivalent) shall be placed over the completed foundation and covered with a six (6) inch minimum layer of No. 1 limestone (3½ to 1½ inches). The No. 1 stone shall then be

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covered with 1½ inch crusher run limestone so that the surface is choked off and a three (3) inch minimum layer remains on top. The completed road shall have a minimum width of twelve (12) feet and the surface shall be crowned and sloped to both sides a minimum of 24-horizontal to 1 vertical. Any fill sections, if used, shall not impound water. The total length of roadside ditch shall be along the entire length of the road. A roadside drainage ditch shall be established along the hillside of the road, and shall be free draining to any culverts crossing under the road. The ditch shall be vegetated and constructed as indicated in the New Access Road drawing.

Payment shall be for completed length of road, and shall include a truck turn-around area paid as length of road (264 LF). The turn-around area shall be approximately twenty four (24) feet wide and one hundred twenty (120) feet in length with twelve (12) feet wide corners. The turn-around area location shall be designated by the DEP on-site representative.

#### **4.0 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. Dust-control measures may be necessary if hauling creates airborne material.

#### **5.0 FILTER FABRIC FOR ROAD UPGRADE**

Filter Fabric (Tyvar 3401, Mirafi 500X, or equivalent) shall be placed over the completed road foundation (12' width) and covered with a 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.

#### **6.0 INCIDENTAL #1 STONE FOR ROAD UPGRADE**

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

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

#### **7.0 HDPE CULVERT 48" DIAMETER**

The culverts 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. This culvert (with 100 LF of 24" diameter culvert- bid item #8.0) will replace two existing 36 inch diameter corrugated metal culverts in Camp Run on the existing access road.

Culverts installed in access roads shall cross the road at a 30 degree angle downgrade with a minimum grade of two percent (2%) 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 inlet and outlet rock riprap headwall shall be grouted to stabilize the rock and prevent erosion. Also, rock riprap at the entrance and exit of the pipe invert shall be grouted to prevent movement and erosion. 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.

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This 48 inch diameter culvert shall be covered with a minimum of twenty four (24) inches of material. Payment shall be for length of culvert installed.

### 8.0 HDPE CULVERT 24" DIAMETER

The culvert shall be HDPE, dual wall smooth interior corrugated twenty (20) foot joint type. The pipe joints shall be silt-tight and the pipe shall meet ASTM D3350 manufacturing standards. This culvert shall replace an existing culvert near the access gate.

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.

### 9.0 HDPE CULVERT 15" DIAMETER

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

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

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

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

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

### 10.0 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. The contractor shall work with the on-site DEP representative to identify clearing areas. Any timber cut in the clear and grub area that the landowner wishes to retain shall be de-limbed and stockpiled.

### 11.0 HAYBALE DIKE

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

1. All bales shall be placed on the contour.
2. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
3. Bales shall be securely anchored in place by stakes or rebars driven through the bales. Rebar to be removed

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at the direction of DEP. The first stake in each bale shall be driven toward previously laid bale to force the bales together. Construction of sediment control sumps and rock check dams may become necessary to supplement the hay bale dikes. Sumps and check dams shall be incidental to this bid item.

### 12.0 RIPRAP V - DITCH

Provide all materials, excavate and construct the riprap ditch as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing (See riprap specifications). Ditches shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions. Payment shall be made by the linear foot installed. R-5 limestone riprap shall be used at a thickness of 1 ½ feet.

### 13.0 FRESH WATER POND

One fresh water pond shall be constructed. The pond shall have a top inside width of one hundred (100) feet, a top inside length of one hundred forty (140) feet, a total depth of ten (10) feet, and a total excavation volume of approximately 97,333 cubic feet. The pond shall have a water depth of 8 ft. with 2 ft. of freeboard. Inside slopes shall be two horizontal to one vertical (2h:1v). The pond top berm shall be a minimum of twelve (12) feet wide.

The pond is a lump sum bid item. The pond outlet spillway shall be paid for under the trapezoidal spillway channel bid item #33.0, and shall transition to a trap-ditch at the toe of the embankment. See the attached pond drawings for additional details.

### EMBANKMENT CONSTRUCTION WITH COMPACTION EQUIPMENT

Embankments shall be constructed in compacted lifts with no lift exceeding six (6) inches. The entire width of each 6" lift shall be compacted with an overlapping pattern. Compaction equipment (vibratory smooth drum roller, sheep's foot roller, etc.) with a capacity of 8 ton or larger shall be used to help secure a solid embankment, which will not slip or allow seepage of the ponded water. Each 6 inch fill layer shall be compacted with multiple roller passes (five or more) until the fill material is stable and does not move. If compaction is performed with a smooth roller, the material must be scarified with dozer tracks over the entire rolled surface, prior to placing the next lift of fill material. A "proof-roll" test shall be required as a check after each one (1) foot of material is added. The primary purposes of proof rolling are to locate soft areas and check compaction. Proof roll the lift with two passes of rubber-tired equipment, such as a loaded dump truck with appropriate tire pressure. Operate the equipment at a speed to allow the onsite representative to evaluate that the material does not pump out, rut, or move. The contractor shall notify the DEP onsite representative prior to performing these proof roll tests.

Weak or compressible areas, which cannot be satisfactorily compacted, shall be removed and replaced with properly compacted fill material. The base of any fill areas shall be undercut to solid material, and benched or keyed into the existing bank. All stones exceeding 6 inches shall be removed from the embankment material prior to being placed. Also, any organic material (tree limbs, roots, top soil, etc.) shall be removed from embankment material prior to compaction. During dry conditions, water may need to be added to the fill material during the placement process to achieve optimum compaction. If the fill material is over saturated with water, the material may need to be spread and aerated prior to placement at the fill site for compaction. The top pond berm width shall be a minimum of 12.0 feet wide. Prior to placement of the HDPE liner (separate bid item), the final layer of fill material and pond inside slope surfaces shall be free of any sharp rocks and objects, foreign or organic material, or debris of any kind. The pond subgrade shall provide a firm, unyielding foundation with no sharp changes or abrupt breaks in grade. Standing water or excessive moisture shall not be allowed.

### 14.0 HDPE 60 MIL. POND LINER

This bid item shall be for the purchase and installation of an HDPE 60 mil. smooth geomembrane liner made

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by Poly-Flex or approved equivalent. The liner shall be installed in accordance to the manufacturer specifications and general requirements, attached. A 4 inch diameter HDPE line and a 6 inch diameter HDPE line shall extend into the pond, and shall be sealed with fitted boots to the pond liner and pipe. The HDPE lines shall be paid for under a separate bid item. After completion of liner installation, the pond liner shall not leak or seep any water away from the pond. The pond liner shall be paid as a lump sum bid item at the completion of installation and approval by the DEP.

### 15.0 RIPRAP TRAPEZOIDAL DITCH

Provide all materials, excavate and construct trapezoidal ditch as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Ditches shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions. (See riprap specifications) R-5 limestone riprap shall be used at a thickness of 1 1/2 feet.

### 16.0 SEEP COLLECTOR

Provide all materials and construct the seep collector according to the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. The twelve-inch (12") SDR35 PVC shall be perforated within the seep collector according to the specifications and drawings. The length of twelve (12") inch solid pipe exiting the seep collector is included under bid item (#17.0). Any 45° elbows, end caps, or other fittings for constructing a cleanout shall be incidental to this bid item. Seep collectors shall be installed in a minimum of two separate locations. Payment for each seep collector shall be paid per linear foot, and is for complete installation and verified by DEP with photos.

### 17.0 SDR 35 PVC PIPE 12" DIAMETER

The twelve inch diameter SDR-35 PVC shall be solid pipe (gasket joint type) used to convey the water from seep collectors to the trapezoidal ditch, and shall extend above ground as cleanouts (see drawing). The pipe shall be buried with a minimum of two and one-half (2.5 ft) feet of cover to avoid freezing. Approximately 52 linear feet will be required. The end of the pipe shall have an animal guard installed (see drawing), and shall be incidental to this bid item. Payment shall be made for the actual measured length of pipe installed.

### 18.0 SETTLING POND

One settling pond shall be constructed according to the attached detailed drawings and specifications. The pond shall have three cells with two dividing earthen dikes. This new pond site was a former pond site, which was reclaimed. The two separation dike foundations may need to be undercut and filled in with suitable base material. Base materials are available onsite, and shall be approved for use by the DEP onsite representative. Any unsuitable material shall be removed and disposed at an onsite location approved by the DEP onsite representative. The pond shall have a water depth of approximately 8 ft. with 2 ft. of freeboard. Side slopes shall be two horizontal to one vertical (2h:1v). A twelve feet wide (minimum) level top pond berm shall be constructed around the entire pond.

The settling pond is a lump sum bid item. The settling pond spillways shall be paid for under the trapezoidal spillway channel bid item #33.0. Remove all vegetation during clearing & grubbing operations for the pond site, which is paid under a separate bid item.

### EMBANKMENT CONSTRUCTION

Embankments shall be constructed in compacted lifts with no lift exceeding six (6) inches. The entire width of each 6" lift shall be compacted with an overlapping pattern. If necessary, compaction equipment (vibratory roller, sheep's foot roller, etc.) may be used to help secure a solid embankment, which will not slip or allow seepage of the

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ponded water. The base of any fill areas shall be undercut to solid material, and benched or keyed into the existing bank. All stones exceeding 6 inches shall be removed from the embankment material prior to being placed. Also, any organic material (tree limbs, roots, top soil, etc.) shall be removed from embankment material prior to compaction. Weak or compressible areas, which cannot be satisfactorily compacted, shall be removed and replaced with properly compacted fill material. During dry conditions, water may need to be added to the fill material during the placement process to achieve optimum compaction. If the fill material is over saturated with water, the material may need to be spread and aerated prior to placement at the fill site for compaction. The top pond berm width shall be a minimum of 12.0 feet. During construction if the above mentioned compaction equipment is not utilized, the top berm may need to be wider than 12.0 feet (20 feet wide) to accommodate multiple dozer passes and overlapping tracking to obtain compaction across the entire top width of pond berm. After appropriate compaction of material is achieved, the embankment slopes may be cut back to a 12.0 feet top width.

### 19.0 BAFFLE CURTAIN

The baffle curtain shall be of an ultraviolet (UV) resistant type vinyl coated polyester material with a minimum total weight rating of 17 oz/sq. yd. Styrofoam floats of size 3"x4"x12" shall be hot seam sealed into the top of baffle curtain, and shall be evenly spaced 4 inches apart end to end. A grommet shall be placed between each of the Styrofoam floats. A 5/16 inch diameter stainless steel wire cable shall be seamed into the top of the baffle to anchor at the sides of the pond. A 1/4 inch diameter link chain shall be hot seam sealed into the bottom of the baffle for weight, and to anchor at the sides of the pond. Secure anchor points (pipe, rods, or treated posts) shall be installed at the ponds edge to hold the baffle in place. Anchor points and the baffle location shall be approved by the DEP onsite representative before installation. The wire cable and chain shall be attached in such a way to allow for easy disconnect while sludge is being pumped from the pond. All cable fasteners, eye bolts, and other accessories shall be stainless steel to prevent corrosion, and shall be incidental to this pay item. The baffle curtain opening slots shall be cut into the curtain below the hot seam seal at the top of the baffle, as indicated on the attached drawing. The spacing and the size of the slots shall be determined by the DEP engineer or onsite representative. The baffle curtain shall be installed across the first cell of the new settling pond, and shall be approximately 65' in length. The exact installation location shall be approved by the onsite DEP representative.

### 20.0 SUB-FOUNDATION PREPARATION

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

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

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

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

### 21.0 FOUNDATION

The foundation shall be Type II Sulfate Resistant Concrete and shall conform to the dimensions and shape shown in the detail drawings and specifications. Include all reinforcing bars with supports and anchor bolts as necessary. Provide all forms, personnel and equipment required for the placement, finishing, and curing of the concrete. The concrete shall be consolidated with use of an internal spud vibrator to liquefy the concrete so that entrapped air and water can come to the surface. Adverse weather conditions shall be avoided during completion of this item. WVDOH specifications for concrete shall apply to this item. Concrete shall cure for a minimum of 5 to 7 days before the silo may be erected in place. Excavation for the foundation is incidental to this item with no separate payment being made.



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The channel in the foundation is to receive water from the 6" diameter HDPE line from the fresh water pond. After treatment with the reagent, the water will exit the foundation into a V- ditch (bid item #12.0). This item shall be paid for as a lump sum item after completion of the foundation and acceptance by the DEP.

**22.0 CRANE**

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

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

**23.0 DOSING UNIT AND SILO**

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

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

Structural elements shall be warranted by the manufacturer to withstand normal static and dynamic loads as commonly accepted by industry. Changes to these specifications shall be made only with the written approval of the Program Manager.

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

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

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

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

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

**24.0 4-INCH HDPE PIPE**

One (1) HDPE (DR 15.5 or 17) 4 inch diameter water line shall be provided to connect the water from the

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fresh water pond to the ball valve at the dispensing unit. The line shall be buried with a minimum of two and one-half (2.5') feet of cover to avoid freezing. Approximately 180 linear feet will be required. Payment shall be made for the actual measured length of pipe installed.

**25.0 WATER CONNECTION AT DISPENSING UNIT**

At the dispensing unit, the 4 inch diameter HDPE line (bid item #24.0) shall be connected with a four (4) inch True union PVC ball valve and a two (2) inch True union PVC ball valve, various HDPE fittings (see Drive Line Schematic drawing), cleanouts, molded elbows, caps, reducer fittings, and flanges to supply water to the unit. This is a lump sum payment upon completion of work. All material costs are incidental to this bid item.

**26.0 6-INCH HDPE PIPE**

One (1) HDPE (DR 15.5 or 17) 6 inch diameter water line shall be provided to connect the water from the fresh water pond to a gate valve at the concrete treatment channel. The 6-inch HDPE line is also used as a sludge pump line from the treatment pond to the sludge cell. The line shall be buried with a minimum of two and one-half (2.5') feet of cover to avoid freezing. Approximately 180 linear feet will be required for the fresh water pond line, and the additional amount is for the sludge line. Payment shall be made for the actual measured length of pipe installed.

**27.0 6-INCH GATE VALVE**

One 6 inch epoxy coated cast iron gate valve with flanged ends shall be provided and installed on the flanged end of the 6 inch diameter HDPE line from the fresh water pond to the foundation channel inside the treatment building. The valve shall have a 2 inch square top nut, and resilient wedge gate type meeting AWWA C509 standards. A 2 inch square valve box key wrench shall be provided, and is incidental to this bid item. Appropriate rubber flange gaskets and stainless steel bolts/nuts shall also be incidental to this bid item.

**28.0 6-INCH HDPE BLIND FLANGE**

On each end of the 6 inch HDPE line from the fresh water pond to the treatment channel, a 6-inch HDPE flange with a stainless steel backer ring shall be welded to the manufacturer's standards. The HDPE blind end caps shall be provided with stainless steel bolts/nuts.

**29.0 SLUDGE DISPOSAL CELL**

A sludge disposal area shall be constructed to receive sludge pumped from the settling pond. This area shall have a completed holding volume of at least 30,000 cubic feet. The constructed sludge disposal cell shall have a two-foot freeboard. The approximate size of the pond shall have a forty (40) foot top width, a top length of one hundred fifty (150) feet, and a total depth of ten (10) feet. The sludge disposal cell shall have side slopes not exceeding one horizontal to one vertical. The cell shall be constructed in an area approved by the DEP onsite representative. Material which is removed during the pond construction and which is suitable for reclamation shall be stockpiled on site and vegetated, and some material may be used for partial embankment construction. This pond shall be dugout in nature to facilitate its future reclamation. The exit channel spillway shall consist of a V-ditch and shall be paid under Bid Item #12.0. The V-ditch shall continue to the trapezoidal treatment ditch. Lump sum payment shall be for the completed item upon approval of the DEP on site representative.

**30.0 6-INCH HDPE PUMP ADAPTOR**

A 6" HDPE to threaded NPT End adaptor shall be installed to accommodate a cam-lock male adaptor so a 6" flexible pump line can be attached. Include a female cam-lock cap for sealing each adaptor. The cap shall withstand pressures developed during pumping at other pumping points. Install posts or pipes to protect the end from damage. The sludge cell end of the 6" sludge line shall have riprap placed around the pipe outlet to prevent erosion as necessary. The male end cam-lock fitting and female end dust cap are part of this bid item.

**31.0 6-INCH HDPE WYE**

The 6-inch diameter HDPE pipe shall be of standard manufacture. Payment shall be for each installed item. The wye shall be installed at the settling pond end of the sludge pumping line to drain the line to avoid freezing in the

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winter months.

### 32.0 POND ELIMINATION

An existing pond with an approximate size of 150 ft. x 150 ft. shall be eliminated. Existing material surrounding the pond shall be used to regrade the area. Surface runoff currently enters the pond, and may need to be temporarily diverted around the pond during elimination. The final grading of the pond site shall blend with the surrounding land and shall not hold or pond water at completion. A V-ditch may be needed at completion of the pond elimination to control excessive runoff, and shall be paid for under bid item #12.0. The pond elimination work is a lump sum bid item to be paid at completion of work.

### 33.0 RIPRAP TRAPEZOIDAL SPILLWAY CHANNEL

Provide all materials, excavate and construct trapezoidal spillway channel as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Ditches shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions. R-5 limestone riprap shall be used at a thickness of 1 ½ feet.

### 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 vegetation is established. The acreage quantities in this contract are for bidding purposes only.

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

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

#### 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

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- 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.

NORTH MIX

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

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

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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.

### **VIDEO**

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

### **INTENT OF CONTRACT**

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

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

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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 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.

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

**CONTRACTOR RESPONSIBILITY**

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

**SILENCE OF SPECIFICATIONS**

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

**LAWS TO BE OBSERVED**

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

**PERMITS, LICENSES AND TAXES**

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

**CONCURRENT RECLAMATION**

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

**WATER QUALITY CONTROL**

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

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**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.

**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.



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**PAYMENT**

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

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

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

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

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

ROAD ABANDONMENT shall be included in the final construction invoice.

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

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

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

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

**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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SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

S

Attn:

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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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

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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

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

#### Execution

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

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

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

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



STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration  
Office of Special Reclamation

Joe Manchin, III  
Governor

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

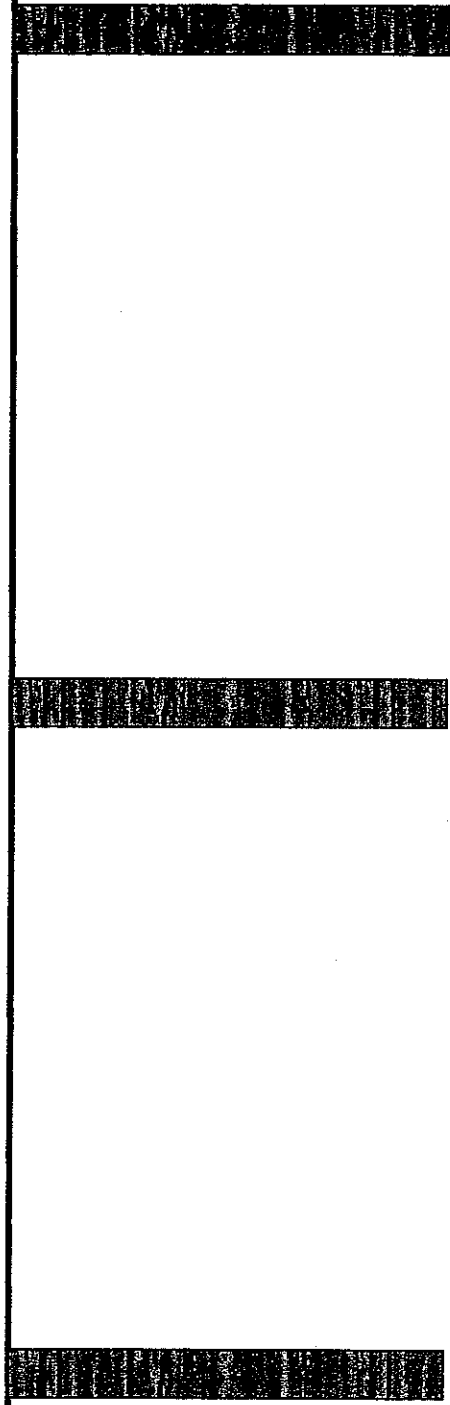


Stephanie Timmermeyer,  
Cabinet Secretary



Ken Ellison,  
Director

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



77 1/4"

17 1/4"

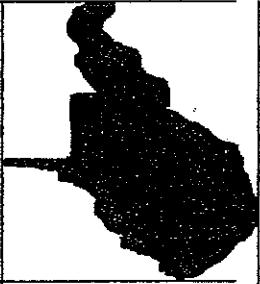
1 1/2"

1 1/8"

15 3/4"

27 3/4"

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



**Joe Manchin, III**  
**Governor**



Stephanie Timmermeyer,  
 Cabinet Secretary



Ken Ellison,  
 Director

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

Permit Name  
 Permit Number

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

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18"

2 1/4"

73 7/8"

36"

36"

48"

6"

6"

96"



STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Joe Manchin, III  
Governor

48"



Stephanie Timmermeyer,  
Cabinet Secretary

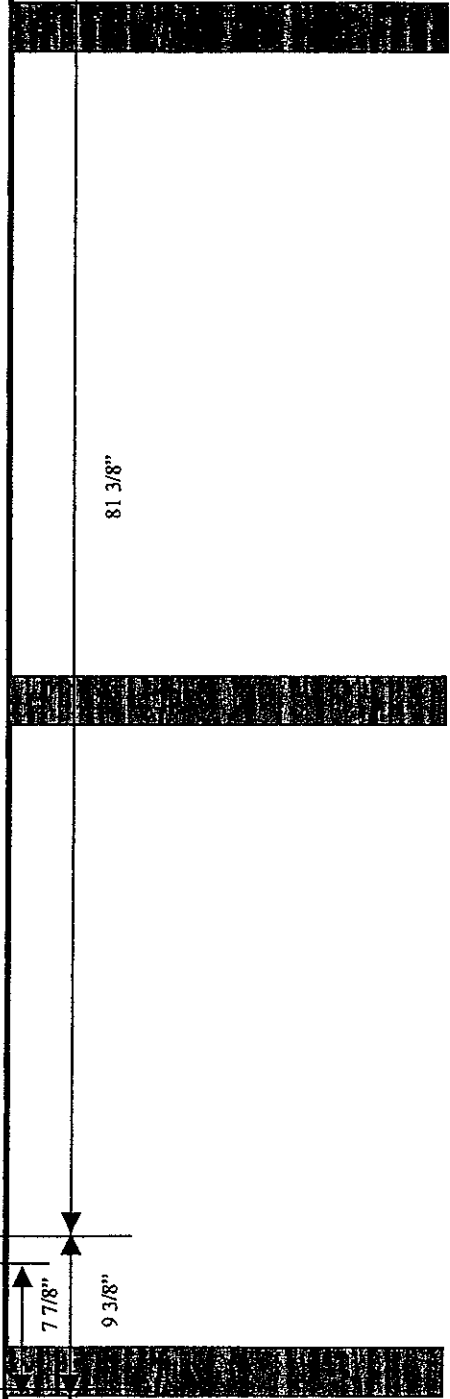


Ken Ellison,  
Director

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

Division of Land Restoration  
Office of Special Reclamation

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



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

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


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


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

Permit Name  
 Permit Number

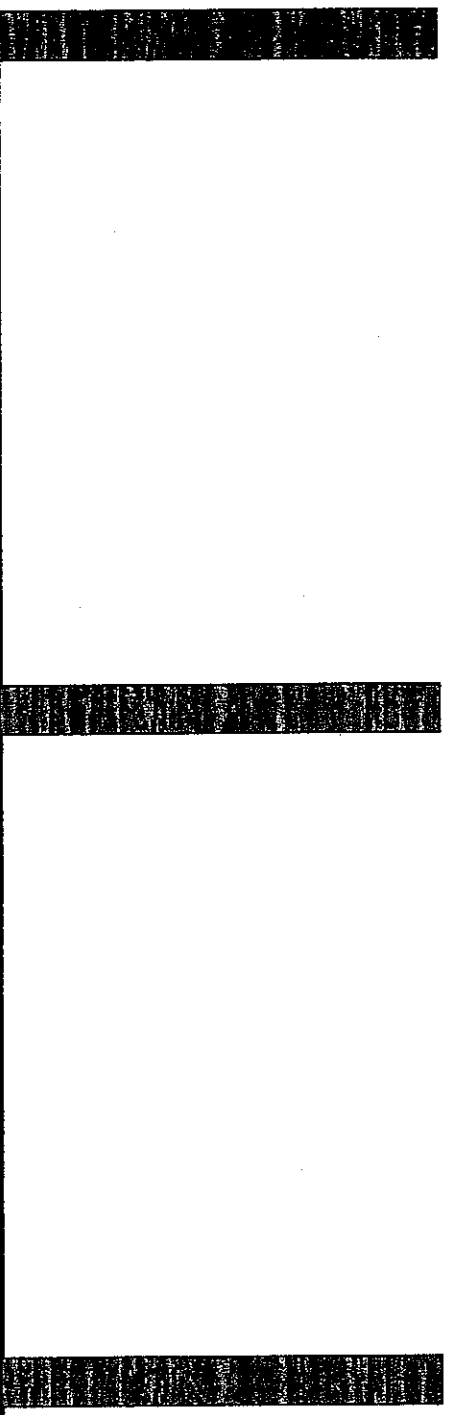
Contractor: Joe Smith Contracting  
 Project Start Date: 01/01/01

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

  
 Joe Manchin, III  
 Governor

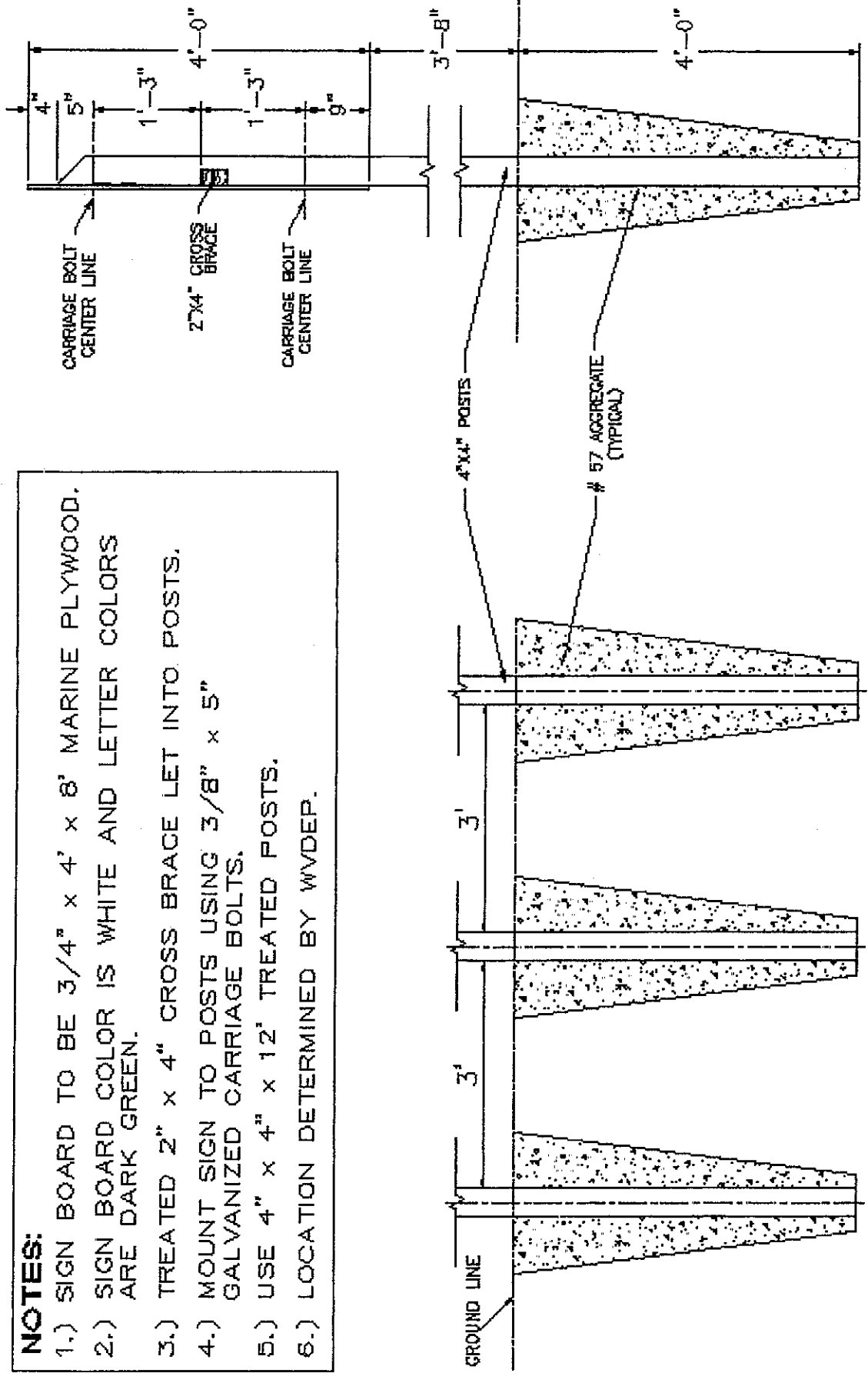
  
 Stephanie Timmerneyer,  
 Cabinet Secretary

**DLR**  
 Ken Ellison,  
 Director





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

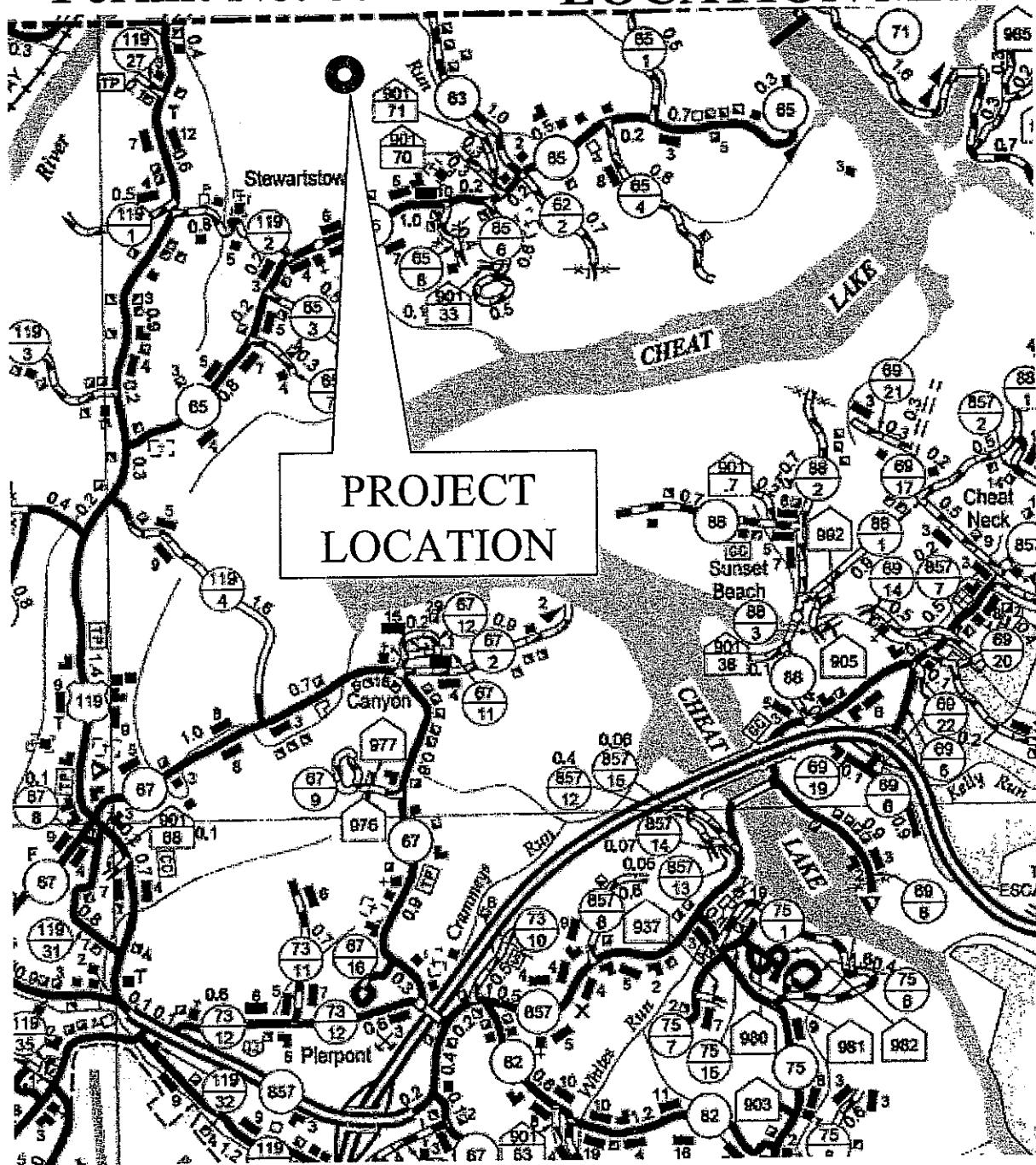


PROJECT SIGN  
NOT TO SCALE

## Stewartown Coal Corp

## Permit No. 67-78

## LOCATION MAP



From Interstate 68 Peirpont Exit, North on 857/US Route 119 approximately 4.1 miles to County Route 65. Right on County Route 65 approximately 2.4 miles. North (left) onto County Route 63 approximately 0.5 mile to entrance road on left.

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# POLY FLEX LINER SPECIFICATIONS

## 1. GENERAL REQUIREMENTS

### 1.1 Scope

The following describes parameters for the manufacture, supply, and installation of Poly-Flex polyethylene geomembranes. All procedures, operations, and methods shall be in strict accordance with the engineer's specifications, plans, and drawings.

### 1.2 Qualifications of Contractor Work Activities

#### 1.2.1 Manufacturing

The manufacturer shall have at least five (5) years continuous experience in manufacturing polyethylene geomembrane and/or experience totaling 10,000,000 square feet of manufactured polyethylene geomembrane.

#### 1.2.2 Installation

The installation contractor shall be the manufacturer or a dealer trained to install the manufacturer's geomembrane.

Installation shall be performed under the constant direction of a field installation supervisor who shall remain on site and be responsible, throughout the liner installation, for liner layout, seaming, testing, repairs, and all other activities by the Installer. The field installation supervisor shall have installed or supervised the installation of a minimum of 2,000,000 square feet of polyethylene geomembrane. Seaming shall be performed under the direction of a master seamer (who may also be the field installation supervisor) who has seamed a minimum of 2,000,000 square feet of polyethylene geomembrane, using the same type of seaming apparatus specified for this project. The field installation supervisor and/or master seamer shall be present whenever seaming is performed.

### 1.3 Submittals

#### 1.3.1 Manufacturer

The manufacturer shall provide the following information:

##### A. Submittals with Bid Documents

1. List of material properties.
2. Manufacturing quality control program

##### B. Submittals After Contract Award, Prior to Liner Installation

1. Copy of quality control certificates issued by the resin supplier.
2. Copy of quality control certificates for the geomembranes in conformance with Section 2.4.3.

#### 1.3.2 Installation Contractor

The installer shall provide the following written information:

##### A. Submittals With Bid Documents

A list of completed facilities, totaling a minimum of 2,000,000 square feet, for which the installer has installed polyethylene geomembrane. For each installation, the following information shall be provided:

- a. Name and purpose of facility, location, and date of installation
- b. Name of owner, design engineer, manufacturer, and name and telephone number of contact at the facility who can discuss the project.

## POLY FLEX LINER SPECIFICATIONS

c. Thickness and quantity of the installed geomembrane.

### B. Submittals by Successful Bidder Prior to Commencement of Installation

1. Proposed installation panel layout
2. Resume of the field installation supervisor and master seamer.

### 1.4 Meeting

A daily meeting shall be held at the work area just prior to commencement of the work to discuss work activities. The earthwork contractor, the liner installer and the inspector shall be present.

### 1.5 Warranty

A written Warranty shall be obtained from the manufacturer (for material) and the installation contractor (for workmanship). These documents shall warrant both the quality of the material and workmanship for a specified duration of time.

## 2. MATERIAL SPECIFICATIONS

### 2.1 Materials

1. The geomembrane shall be High-Density Polyethylene (HDPE) or Linear Low Density Polyethylene (LLDPE).
2. Gasket material shall be neoprene, closed cell medium, 1/4-inch thick, 2 inches wide with adhesive on one side, or other compatible gasket materials as required.
3. Metal battens or banding and hardware shall be stainless steel.
4. Water cut-off mastic shall be Neoprene Flashing Cement as supplied by Poly-Flex, Inc., or as required.
5. Sealant shall be General Electric Silicone, RTV 103, or equivalent.

### 2.2 Geomembrane Raw Materials

The geomembrane shall be manufactured of polyethylene resins produced in the United States and shall be compounded and manufactured specifically for the intended purpose. The resin manufacturer shall certify each lot for the following properties.

The natural polyethylene resin without the carbon black shall meet the following requirements:

Property	Test Method	HDPE	LLDPE
		Requirements	Requirements
Density, g/cc	ASTM D 1505 or ASTM D 792	0.935 - 0.940	0.915 - 0.926
Melt Index, g/10 min.	ASTM D 1238 Condition E	<0.4	<0.6

### 2.3 Rolls

The geomembrane shall be a minimum 23.0 ft seamless width, as manufactured by Poly-Flex, Inc. (2000 W. Marshall Dr., Grand Prairie, TX 75051, 888-765-9359). Carbon black shall be added to the resin if the resin is not compounded for ultra-violet resistance.

The surface of the smooth geomembrane shall not have striations, roughness, pinholes, or bubbles.

The geomembrane shall be supplied in rolls. Labels on each roll shall identify the thickness of the material, the length and

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## POLY FLEX LINER SPECIFICATIONS

width of the roll, lot and roll numbers, and name of manufacturer

### Applicable Test Methods

American Society for Testing and Materials (ASTM)

ASTM D 792	Specific gravity (relative density) and density of plastics by displacement
ASTM D 1004	Initial tear resistance of plastic sheeting
ASTM D 1238	Flow rates of thermoplastics by extrusion plastometers
ASTM D 1505	Density of plastics by the Density-Gradient technique
ASTM D 1603	Carbon black in olefin plastics
ASTM D 1898	Sampling of plastics
ASTM D 3895	Test method for oxidative induction time of polyolefins by thermal analysis
ASTM D 4833	Index Puncture Resistance of geotextiles, geomembranes and related products
ASTM D 5199	Test method for measuring nominal thickness of geotextiles and geomembrane
ASTM D 5323	Determination of 2% secant modulus for polyethylene geomembranes
ASTM D 5397	Procedure to perform a single point notched constant tensile load - Appendix (SP-NCTL) test
ASTM D 5596	Test method for microscopic evaluation of the dispersion of carbon black in polyolefin geosynthetics
ASTM D 5617	Multi-axial tension test for geosynthetics
ASTM D 5721	Practice for air-oven aging of polyolefin geomembranes
ASTM D 5885	Test method for oxidative induction time of polyolefin geosynthetics by high pressure differential scanning calorimetry
ASTM D 5994	Test method for measuring the core thickness of textured geomembranes
ASTM D 6392	Determining the integrity of nonreinforced geomembrane seams produced using thermo-fusing methods
ASTM D 6693	Determining tensile properties of nonreinforced polyethylene and nonreinforced flexible polypropylene geomembranes

Geosynthetic Research Institute (GRI)

GRI GM 10	Specification for the stress crack resistance of geomembrane sheet
GRI GM 11	Accelerated weathering of geomembranes using a florescent UVA-condensation exposure device
GRI GM 12	Measurement of the asperity height of textured geomembranes using a depth gauge

The geomembrane rolls shall meet the following specifications:

**POLY FLEX LINER SPECIFICATIONS**  
**SMOOTH HDPE GEOMEMBRANE (ENGLISH UNITS)**

Property	Test Method	<u>Minimum Average Values</u>				
		30 mil	40 mil	60 mil	80 mil	100 mil
Thickness, mils	ASTM D 5199					
minimum average		30	40	60	80	100
lowest individual reading		27	36	54	72	90
Sheet Density, g/cc	ASTM D 1505/D 792	0.940	0.940	0.940	0.940	0.940
Tensile Properties <sup>1</sup>	ASTM D 6693					
1. Yield Strength, lb/in		63	84	126	168	210
2. Break Strength, lb/in		114	152	228	304	380
3. Yield Elongation, %		12	12	12	12	12
4. Break Elongation, %		700	700	700	700	700
Tear Resistance, lb	ASTM D 1004	21	28	42	56	70
Puncture Resistance, lb	ASTM D 4833	54	72	108	144	180
Stress Crack Resistance <sup>2</sup> , hrs	ASTM D 5397 (App.)	300	300	300	300	300
Carbon Black Content <sup>3</sup> , %	ASTM D 1603	2.0 - 3.0	2.0 - 3.0	2.0 - 3.0	2.0 - 3.0	2.0 - 3.0
Carbon Black Dispersion	ASTM D 5596	--Note 4--				
Oxidative Induction Time (OIT) Standard OIT, minutes	ASTM D 3895	100	100	100	100	100
Oven Aging at 85°C	ASTM D 5721					
High Pressure OIT - % retained after 90 days	ASTM D 5885	80	80	80	80	80
UV Resistance <sup>5</sup>	GRI GM11					
High Pressure OIT <sup>6</sup> - % retained after 1600 hrs	ASTM D 5885	50	50	50	50	50
Seam Properties	ASTM D 6392 (@ 2 in/min)					
1. Shear Strength, lb/in		57	80	120	160	200
2. Peel Strength, lb/in - Hot Wedge		45	60	91	121	151
- Extrusion Fillet		39	52	78	104	130
Roll Dimensions						
1 Width (feet):		23	23	23	23	23
2 Length (feet)		1000	750	500	375	300
3 Area (square feet):		23,000	17,250	11,500	8,625	6,900
4. Gross weight (pounds, approx.)		3,470	3,470	3,470	3,470	3,470

- Machine direction (MD) and cross machine direction (XMD) average values should be on the basis of 5 test specimens each direction. Yield elongation is calculated using a gauge length of 1.3 inches; Break elongation is calculated using a gauge length of 2.0 inches.
- The yield stress used to calculate the applied load for the SP-NCTL test should be the mean value via MQC testing.
- Other methods such as ASTM D 4218 or microwave methods are acceptable if an appropriate correlation can be established.
- Carbon black dispersion for 10 different views: Nine in Categories 1 and 2 with one allowed in Category 3.
- The condition of the test should be 20 hr. UV cycle at 75°C followed by 4 hr. condensation at 60°C.
- UV resistance is based on percent retained value regardless of the original HP-OIT value.

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## **POLY FLEX LINER SPECIFICATIONS**

### **2.4 Quality Control Specifications**

#### **2.4.1 Raw Materials**

##### **A. Resin**

All resins for use in geomembrane must pass a candidate pre-approval process before being eligible for use. Each incoming railcar shall be sampled by compartment with the following testing performed and compared to the manufacturer's specifications:

1. Density: ASTM D 1505.
2. Melt Index: ASTM D 1238.
3. Oxidative Induction Time (OIT): ASTM D 3895.

##### **B. Additives**

All incoming materials are to be tested and approved prior to use with the following testing performed and compared to the manufacturer's specifications:

1. Carbon Black Content: ASTM D 1603.
2. Oxidative Induction Time (OIT): ASTM D 3895.

#### **2.4.2 Finished Product: During Production**

##### **A. Inspection**

Performed on each roll during manufacturing.

###### **1. Appearance**

Sheet surface appearance shall be monitored for flaws.

###### **2. Thickness**

A full width sample shall be cut from the end of each roll for thickness measurement.

##### **B. Roll Identification**

Four tags per roll shall be used.

1. Outside the core.
2. On the core plug.
3. On the roll surface.
4. On the production roll sample.

##### **C. Out-of-Spec. Material**

Any roll not meeting the specification for any of the above inspections shall be separated from other rolls and placed on hold.

#### **2.4.3 Manufacturer's Quality Control & Quality Assurance Testing**

##### **A. Sampling**

Full width samples shall be taken as retains from the end of each roll to the manufacturer's laboratory

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## POLY FLEX LINER SPECIFICATIONS

### B. Testing

The geomembrane quality control testing shall meet the following frequency requirements:

Property	Test Method	Testing Frequency (min.)
Thickness (smooth sheet) (textured sheet)	ASTM D 5199 ASTM D 5994	per roll
Asperity Height (textured sheet only) Alternate the measurement side for double-sided textured sheet.	GRI GM12	every second roll
Sheet Density	ASTM D 1505/D 792	200,000 lb (90,000 kg)
Tensile Properties 1. Yield Strength (HDPE only) 2. Break Strength 3. Yield Elongation (HDPE only) 4. Break Elongation	ASTM D 6693	20,000 lb (9,000 kg)
2% Modulus (LLDPE only)	ASTM D 5323	per each formulation
Tear Resistance	ASTM D 1004	45,000 lb (20,000 kg)
Puncture Resistance	ASTM D 4833	45,000 lb (20,000 kg)
Axi-Symetric Break Strain (LLDPE only)	ASTM D 5617	per each formulation
Stress Crack Resistance (HDPE only)	ASTM D 5397 (App.)	per GRI GM10
Carbon Black Content	ASTM D 1603	20,000 lb (9,000 kg)
Carbon Black Dispersion	ASTM D 5596	45,000 lb (20,000 kg)
Oxidative Induction Time (OIT) Standard OIT	ASTM D 3895	200,000 lb (90,000 kg)
Oven Aging at 85°C High Pressure OIT	ASTM D 5721 ASTM D 5885	per each formulation
UV Resistance High Pressure OIT	GRI GM11 ASTM D 5885	per each formulation

### C. Welding Rod

A sample of welding rod shall be tested at the frequency of once per 25 rolls of welding rod. The following tests shall be performed on the sample:

- Diameter ASTM D 5199



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## POLY FLEX LINER SPECIFICATIONS

- |                         |             |
|-------------------------|-------------|
| 2. Density              | ASTM D 1505 |
| 3. Melt Index           | ASTM D 1238 |
| 4. Carbon Black Content | ASTM D 1603 |

### D. Reporting

Results from the testing shall be reviewed by the quality control manager. Material that does not meet specifications shall be identified and placed on hold. The test data shall then be transferred to the product data file for roll certification.

## 3. GEOMEMBRANE INSTALLATION

### 3.1 Materials Logistics

#### 3.1.1 Transportation and On-site Storage

The geomembrane rolls shall be shipped by flatbed trailer to the job site. The geomembrane shall be stored so as to be protected from puncture, dirt, grease, moisture and excessive heat. Damaged material shall be stored separately for repair or replacement. The rolls shall be stored on a prepared smooth surface (not wooden pallets) and should not be stacked more than two rolls high.

### 3.2 Earthwork

#### 3.2.1 General

The owner or his representative (soil quality assurance inspector) shall inspect the subgrade preparation. Prior to liner installation the subgrade shall be compacted in accordance with the project specifications. Weak or compressible areas which cannot be satisfactorily compacted should be removed and replaced with properly compacted fill. All surfaces to be lined shall be smooth, free of all foreign and organic material, sharp objects, or debris of any kind. The subgrade shall provide a firm, unyielding foundation with no sharp changes or abrupt breaks in grade. Standing water or excessive moisture shall not be allowed.

The installer, on a daily basis, shall approve the surface on which the geomembrane will be installed. After the supporting soil surface has been approved, it shall be the installer's responsibility to indicate to the inspector any changes to its condition that may require repair work.

#### 3.2.2 Anchor Trench

The anchor trench shall be excavated to the line, grade, and width shown on the project construction drawings, prior to liner system placement. Slightly rounded corners shall be provided in the trench to avoid sharp bends in the geomembrane.

### 3.3 Method of Placement

The rolls shall be deployed using a spreader bar assembly attached to a loader bucket or by other methods approved by the project engineer.

The installer shall be responsible for the following:

1. Equipment or tools shall not damage the geomembrane during handling, transportation and deployment.
2. Personnel working on the geomembrane shall not smoke or wear damaging shoes.
3. The method used to unroll the panels shall not cause scratches or crimps in the geomembrane and shall not damage

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## POLY FLEX LINER SPECIFICATIONS

the supporting soil.

- Adequate loading (e.g., sand bags or similar items that will not damage the geomembrane) shall be placed to prevent uplift by wind (in case of high winds, continuous loading is recommended along edges of panels to minimize risk of wind flow under the panels).

### 3.3.1 Weather Conditions

Geomembrane deployment shall proceed between ambient temperatures of 32° F and 104° F. Placement can precede below 32° F only after it has been verified by the inspector that the material can be seamed according to the specification. Geomembrane placement shall not be done during any precipitation, in the presence of excessive moisture (e.g., fog, rain, dew) or in the presence of excessive winds, as determined by the installation supervisor.

## 3.4 Field Seaming

Approved seaming processes are fusion and extrusion welding. On side slopes, seams shall be oriented in the general direction of maximum slope, i.e., oriented down, not across the slope. In corners and odd-shaped geometric locations, the number of field seams shall be minimized.

No base T-seam shall be closer than 5 feet from the toe of the slope. Seams shall be aligned with the least possible number of wrinkles and "fishmouths". If a fishmouth or wrinkle is found, it shall be relieved and cap-stripped.

### 3.4.1 Seam Overlap

Geomembrane panels must have a finished minimum overlap of 4 inches for fusion welding and 6 inches for extrusion welding.

Cleaning solvents may not be used unless the product is approved by the liner manufacturer.

### 3.4.2 Test Seams

Field test seams shall be conducted on the liner to verify that seaming conditions are satisfactory. Test seams shall be conducted at the beginning of each seaming period and at least once every 4 hours, for each seaming apparatus and personnel used that day.

All test seams shall be made in contact with the subgrade. Welding rod used for extrusion welding shall have the same properties as the resin used to manufacture the geomembrane. The test seam samples shall be 10 feet long for fusion welding and 3 feet long for extrusion welding with the seam centered lengthwise. Three specimens shall be cut from each end of the test seams by the inspector. The inspector shall use a tensiometer to test 3 specimens for shear and 3 specimens for peel. Each specimen shall be one inch wide with a grip separation of 4 inches plus the width of the seam. The seam shall be centered between the clamps. The rate of grip separation shall be 2 inches per minute.

### 3.4.3 Assessment of Seam Test Results

For both smooth and textured seams the strength of two out of three 1.0 inch (25 mm) wide strip specimens should meet or exceed values given in this specification. The third must meet or exceed 80% of the given values. The shear percent elongation should exceed 50%. The assumed gauge length is considered to be the unseamed sheet material on either side of the welded area. Elongation measurements should be omitted for field testing. In addition, the peel separation should not exceed 25% based on the proportion of area of separated bond to the area of the original bonding. Regarding the locus-of-break patterns of the different seaming methods in shear and peel, the following are unacceptable break codes per their description in the ASTM D 6392. In this regard, SIP is an acceptable break code.

#### Unacceptable Break Codes

Hot Wedge: AD and AD-BRK > 25%

Extrusion Fillet: AD1, AD2 and AD-Weld (unless strength is achieved)

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## POLY FLEX LINER SPECIFICATIONS

### 3.4.4 Non-Destructive Seam Testing

The installer shall non-destructively test all field seams over their full length.

#### A. Vacuum Box Testing

Equipment for testing extrusion seams shall be comprised of the following:

1. A vacuum box assembly consisting of a rigid housing, a transparent viewing window, a soft rubber gasket attached to the bottom, port hole or valve assembly, and a vacuum gauge.
2. Soapy solution in a plastic bucket with a mop

The following procedures shall be followed by the installer:

1. Excess sheet overlap shall be trimmed away.
2. Wet a strip of geomembrane approximately 12 inches wide by the length of box with the soapy solution.
3. Place the box over the wetted area and compress.
4. Create a vacuum of 3 - 5 psi.
5. Ensure that a leak tight seal is created.
6. For a period of approximately 10 seconds, examine the geomembrane through the viewing window for the presence of animated soap bubbles.
7. If no animated bubbles appear after 10 seconds, close the vacuum valve and open the bleed valve, move the box over the next adjoining area with a minimum 3 inches overlap and repeat the process.
8. All areas where animated soap bubbles appear shall be marked, repaired and then retested.

The following procedures shall apply to locations where seams cannot be non-destructively tested.

1. If the seam is accessible to testing equipment prior to final installation, the seam shall be non-destructively tested prior to final installation.
2. If the seam cannot be tested prior to final installation, the seams shall be spark tested according to the spark tester manufacturer's procedures.

#### B. Air Pressure Testing (For Double Fusion Seams Only)

Equipment for testing double fusion seams shall be comprised of the following:

1. An air pump equipped with pressure gauge capable of generating and sustaining a pressure between 25 and 30 psi.
2. A pressure gauge equipped with a sharp hollow needle.

The following procedures shall be followed by the installer:

1. Seal one end of the seam to be tested.
2. Insert needle or other approved pressure feed device through the sealed end of the channel created by the double wedge fusion weld.
3. Energize the air pump to verify the unobstructed passage of air through the channel.
4. Seal the other end of the channel.
5. Energize the air pump to a pressure between 25 and 30 psi, close valve, allow 2 minutes for the injected air to come to equilibrium in the channel, and sustain pressure for approximately 5 minutes.

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## POLY FLEX LINER SPECIFICATIONS

6. If loss of pressure exceeds 4 psi, or pressure does not stabilize, locate faulty area, repair and retest.
7. If pressure does not drop below the acceptable value after five minutes, cut the air channel open at the opposite end from the pressure gauge. The air channel should deflate immediately indicating that the entire length of the seam has been tested.

### 3.4.5 Destructive Seam Testing

Destructive seam testing should be minimized to preserve the integrity of the liner. The installer shall provide the inspector with one destructive test sample per project specifications (usually once per 500 feet of seam length) from a location specified by the inspector.

#### A. Sampling Procedure

In order to obtain test results prior to completion of liner installation, samples shall be cut by the installer as the seaming progresses. The installer shall also record the date, location, and pass or fail description. All holes in the geomembrane resulting from obtaining the seam samples shall be immediately patched and vacuum tested.

#### B. Size and Disposition of Samples

The samples shall be 12 inches wide by 36 inches long with the seam centered lengthwise. The sample shall be cut into three equal-length pieces, one to be given to the inspector, one to be given to the owner and one to the installer.

#### C. Field Laboratory Testing

The inspector shall test ten 1-inch wide specimens from his sample, five specimens for shear strength and five for peel strength.

#### D. Independent Laboratory Testing

The owner, at his discretion and expense, may send seam samples to a laboratory for testing. The test method and procedures to be used by the independent laboratory shall be the same as used in field testing.

#### E. Procedures for Destructive Test Failure

The following procedures shall apply whenever a sample fails the field destructive test:

1. The installer shall cap strip the seam between the failed location and any passed test locations.
2. The installer can retrace the welding path to an intermediate location (usually 10 feet from the location of the failed test), and take a sample for an additional field test. If this test passes, then the seam shall be cap stripped between that location and the original failed location. If the test fails, then the process is repeated.
3. Over the length of seam failure, the installer shall either cut out the old seam, reposition the panel and reseam, or add a cap strip.

### 3.4.6 Defects and Repairs

All seams and non-seam areas of the geomembrane shall be inspected by the inspector for defects, holes, blisters, undispersed raw materials, and any sign of contamination by foreign matter. The surface of the geomembrane shall be clean at the time of inspection.

#### A. Evaluation

Each suspect location in seam and non-seam areas shall be non-destructively tested as appropriate in the presence of the inspector. Each location that fails the non-destructive testing shall be marked by the

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## POLY FLEX LINER SPECIFICATIONS

inspector, and repaired accordingly.

### B. Repair Procedures

1. Defective seams shall be cap stripped or replaced.
2. Small holes shall be repaired by extrusion welding a bead of extrudate over the hole. If the hole is larger than 1/4 inch, it shall be patched.
3. Tears shall be repaired by patching. If the tear is on a slope or an area susceptible to stress and has a sharp end it must be rounded prior to patching.
4. Blisters, large cuts and undispersed raw materials shall be repaired by patches.
5. Patches shall be completed by extrusion welding. The weld area shall be ground no more than 10 minutes prior to welding. No more than 10% of the thickness shall be removed by grinding. Welding shall commence where the grinding started and must overlap the previous seam by at least 2 inches. Reseaming over an existing seam without regrinding shall not be permitted. The welding shall restart by grinding the existing seam and rewelding a new seam.

Patches shall be round or oval in shape, made of the same geomembrane, and extend a minimum of 6 inches beyond the edge of defects.

### C. Verification of Repairs

Each repair shall be non-destructively tested. Repairs that pass the non-destructive test shall be taken as an indication of an adequate repair. Failed tests indicate that the repair shall be repeated and retested until passing test results are achieved.

The inspector shall keep daily documentation of all non-destructive and destructive testing. This documentation shall identify all seams that initially failed the test and include evidence that these seams were repaired and successfully retested.

## 3.5 Cover Material and Backfilling of Anchor Trench

The geomembrane shall be covered as soon as possible. The covering operation shall not damage the geomembrane. The cover soil material shall be free of foreign and organic material, sharp objects, or debris of any kind, which could potentially damage the geomembrane. No construction equipment or machinery shall operate directly on the geomembrane. The use of lightweight machinery (i.e., generator, etc.) with low ground pressure is allowed.

The anchor trench shall be backfilled by the earthwork contractor. Trench backfill material shall be placed and compacted in accordance with the project specifications.

Care shall be taken when backfilling the trenches to prevent any damage to the geomembrane. If damage occurs, it shall be repaired prior to backfilling.

## 3.6 Geomembrane Acceptance

The installer shall retain all ownership and responsibility for the geomembrane until accepted by the owner.

Final acceptance is when all of the following conditions are met:

1. Installation is finished.
2. Verification of the adequacy of all field seams and repairs, including associated testing, is complete.

**END OF SECTION**

## POLY FLEX LINER SPECIFICATIONS

### POLY-FLEX LINER SPECIFICATIONS

#### INHERENT PROPERTIES OF POLYETHYLENE LINERS

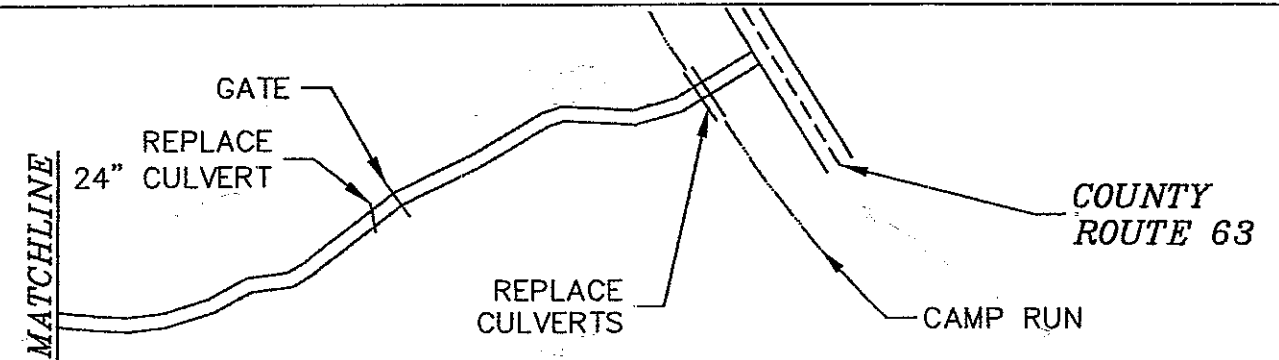
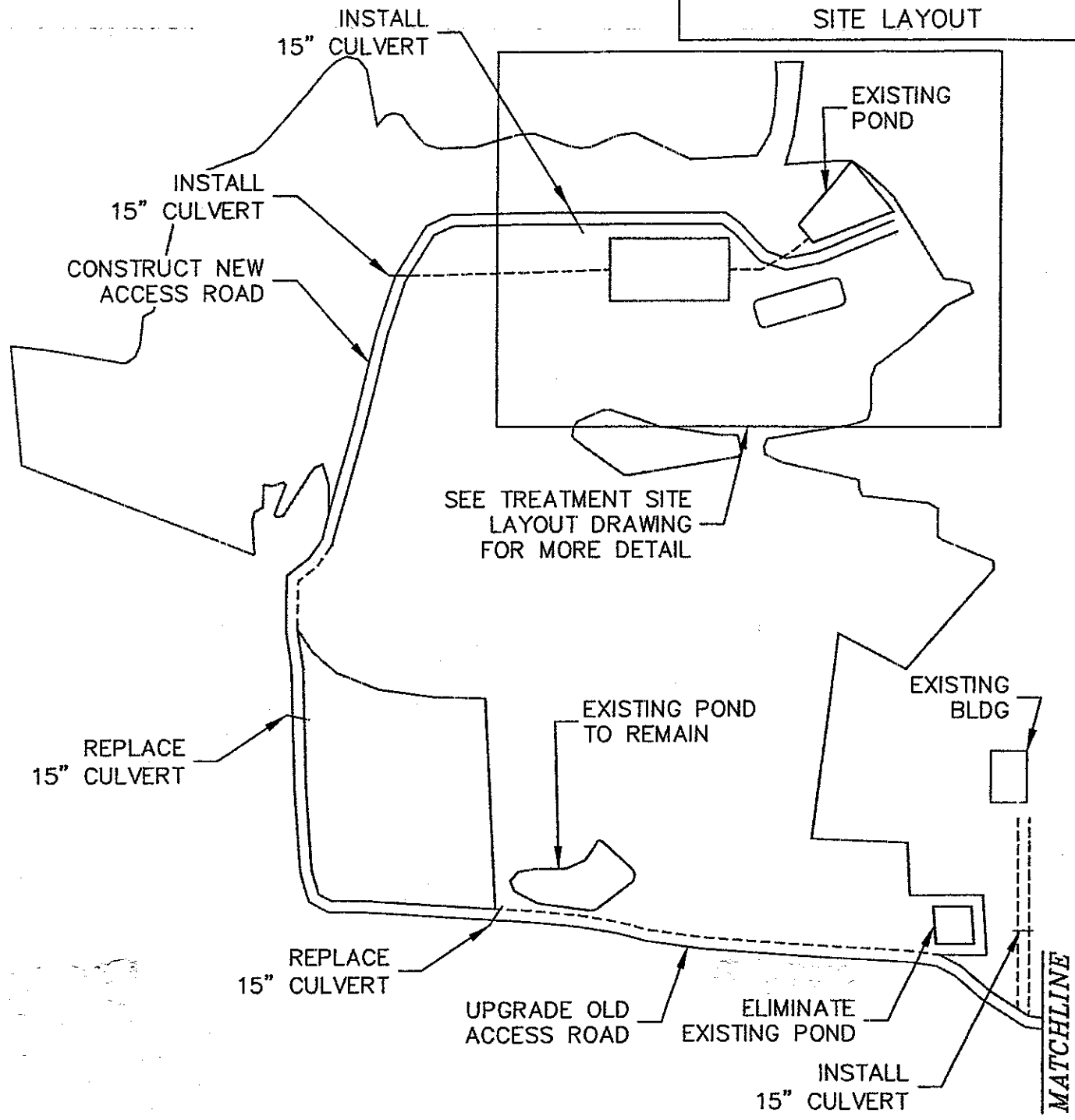
The properties listed in the table below are primarily inherent on the resin type used to produce the liner or are directly proportional to the thickness of the liner and less dependent on the manufacturing method. Therefore, these properties will not change from roll to roll or even lot to lot. Hence, they should not be included as part of routine quality control testing. The exception to this is Oxidative Induction Time. This test is a measurement of the amount of anti-oxidant added to the resin to produce the finished sheet. This test can function both as a performance test and a quality control test. As a quality control test it is desirable to run the test at high temperatures to keep the test duration short. This test is routinely run at the time of manufacture. As a performance test it is desirable to run the test at lower temperatures. Testing at lower temperatures cannot be done for quality control purposes.

The information given below is based on nominal values. Individual test results may vary from these values depending upon the reproducibility of the test.

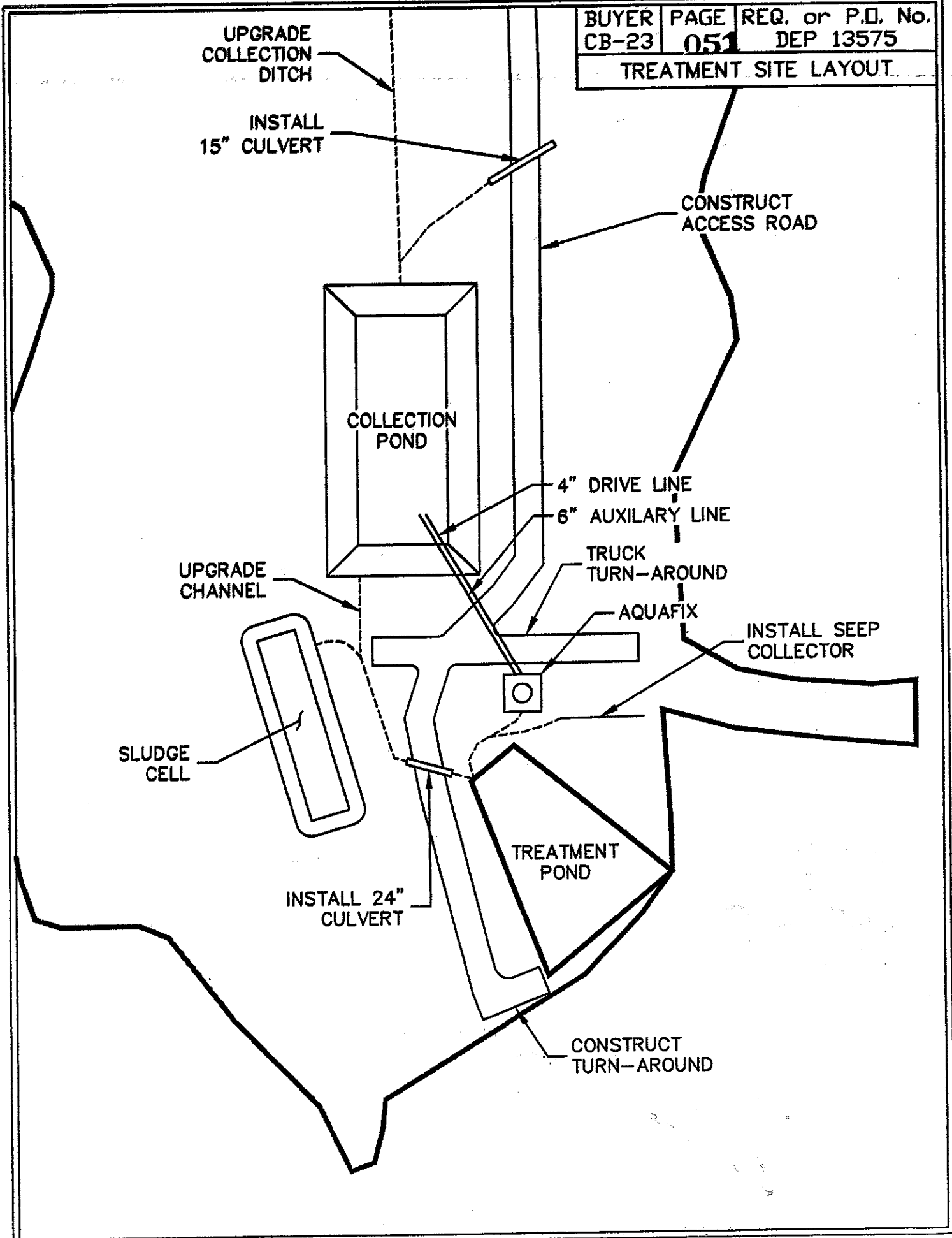
#### NOMINAL PROPERTIES

TEST DESCRIPTION	TEST METHOD	UNITS	HDPE	LLDPE
Modulus of Elasticity	ASTM D 6693	lb/in <sup>2</sup>	110,000	45,000
Secant Modulus	ASTM D 5323	lb/in <sup>2</sup>	60,000	45,000
Volatile Loss	ASTM D 1203	%	0.1	0.1
Dimensional Stability	ASTM D 1204	%	+/- 0.5	+/- 1.0
Water Absorption (24 hr @ 23 °C)	ASTM D 570	% change	0.1	0.1
Coefficient of Linear Thermal Expansion	ASTM D 696	(cm/cm • °C)	1.2 x 10 <sup>-4</sup>	1.4 x 10 <sup>-4</sup>
Moisture Vapor Transmission Rate (100 °F and 100% relative humidity)	ASTM E 96	g/in <sup>2</sup> day 100 mil	0.17	—
		80 mil	0.20	0.25
		60 mil	0.26	0.33
		40 mil	0.39	0.45
		30 mil	0.50	0.57
Low Temperature Brittleness	ASTM D 746	°F	<-112	<-112
Oxidative Induction Time	ASTM D 3895	minutes @ 200 °C	100	100
		minutes @ 150 °C	2000	2000
Multi-Axial Tension	ASTM D 5617	stress, lb/in <sup>2</sup>	2200	1500
		strain, %	18	40+
Melt Index	ASTM D 1238	g/10 minutes	0.20	0.20

SITE LAYOUT



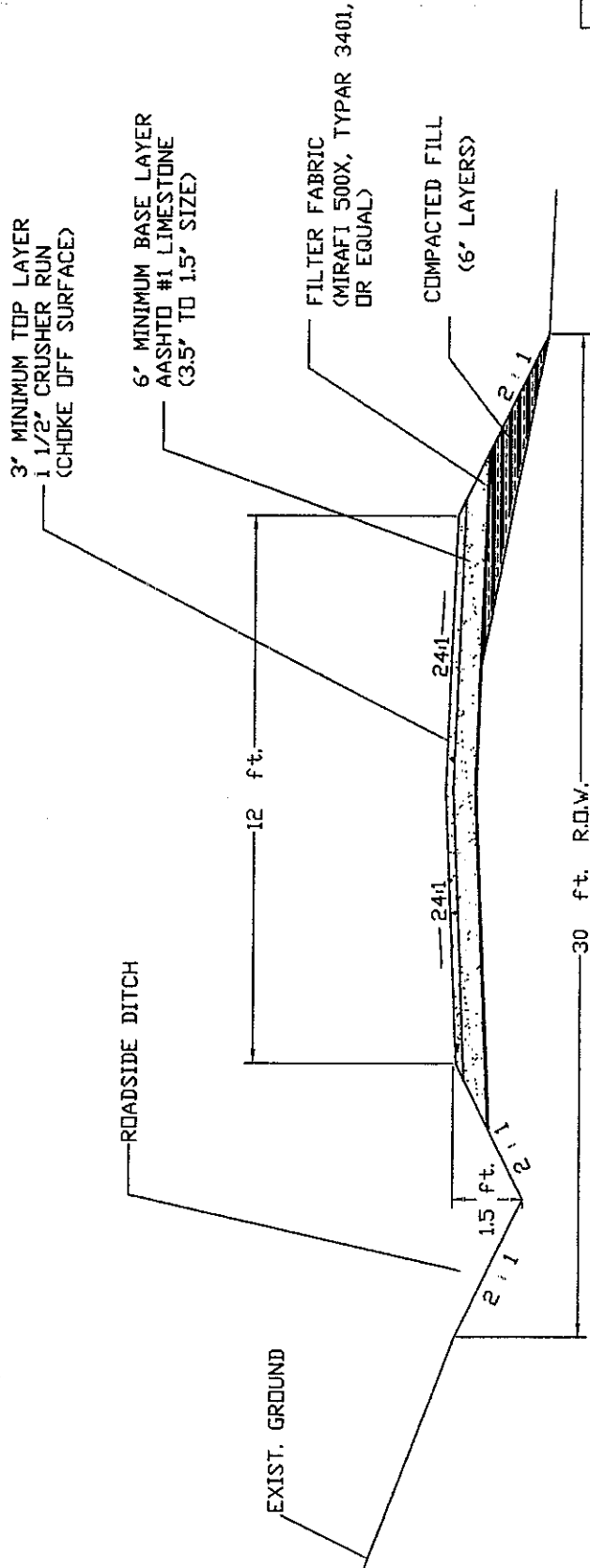
TREATMENT SITE LAYOUT





# ACCESS ROAD UPGRADE

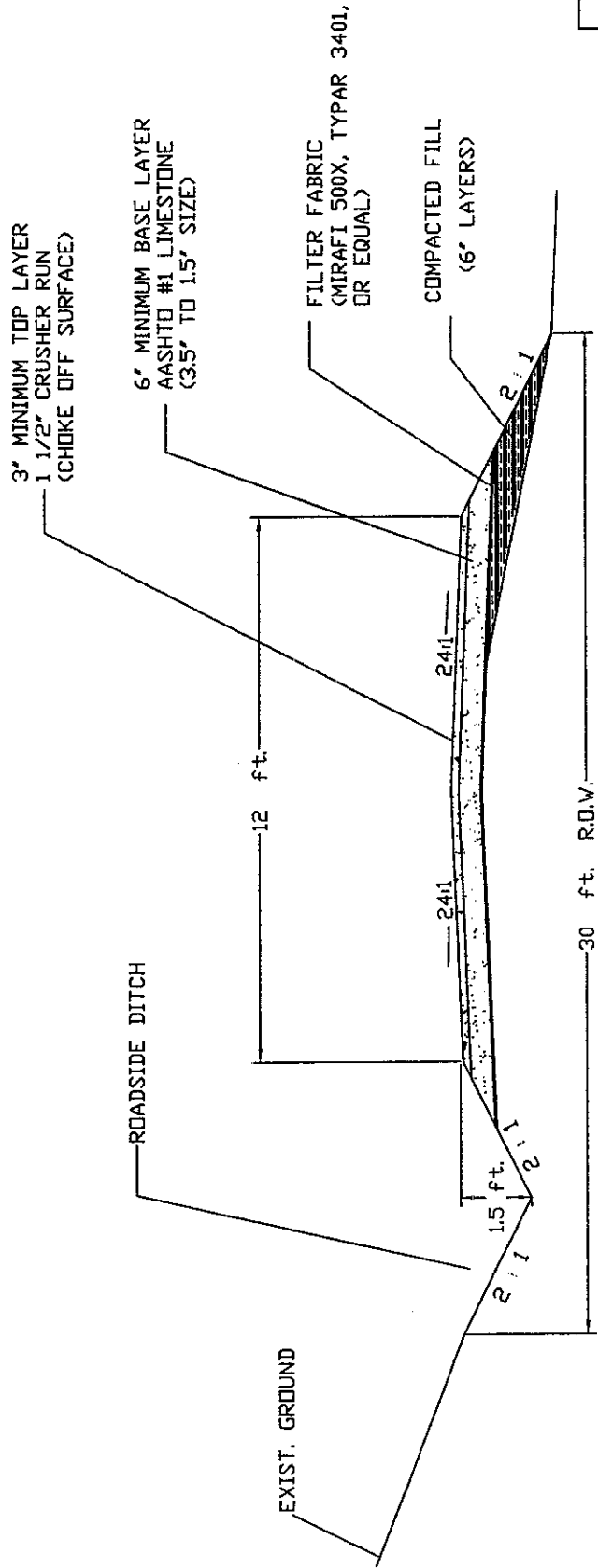
## ACCESS ROAD UPGRADE



### TYPICAL SECTION

- NOTES:
- THE EXISTING ROAD SHALL BE REGRADED, SHAPED, AND ROCKED AS NECESSARY TO MEET THESE SPECIFICATIONS.
  - ANY TREES OR BRUSH WITHIN THE 30 FEET R.O.W. OF THE ROAD SHALL BE REMOVED.
  - ANY OVERHANGING TREE LIMBS IN THE R.O.W. AT A HEIGHT OF 15 FEET OR LESS SHALL BE REMOVED.
  - THE 6" BASE LAYER OF STONE SHALL BE USED AS NEEDED, AND SHALL BE PAID BY THE TON.
  - THE FILTER FABRIC SHALL BE USED AS NEEDED, AND SHALL BE PAID BY THE LINEAR FOOT OF ROAD SECTION.

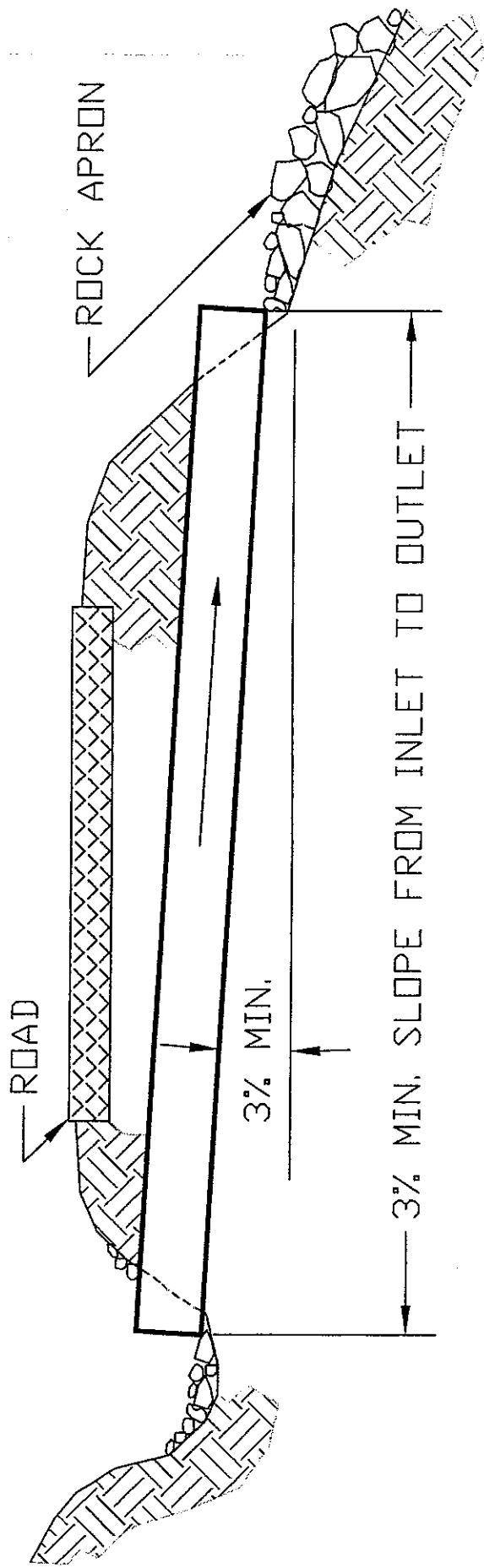
# NEW ACCESS ROAD



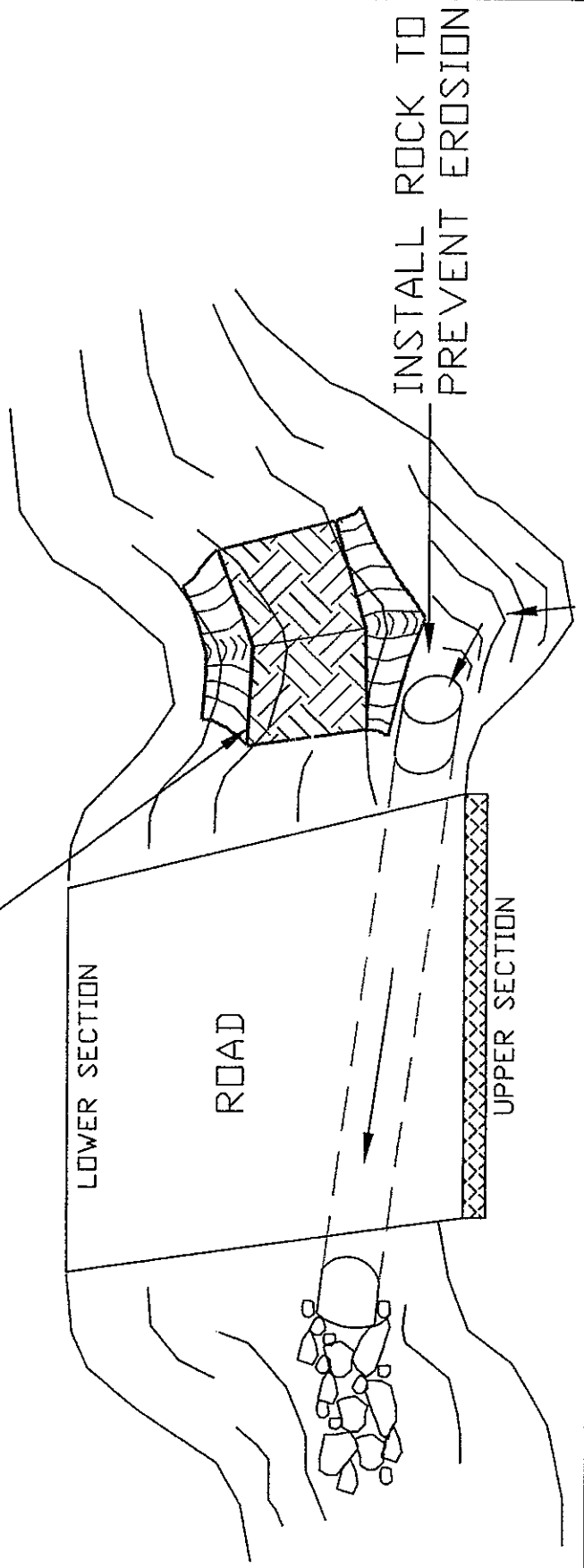
## TYPICAL SECTION

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

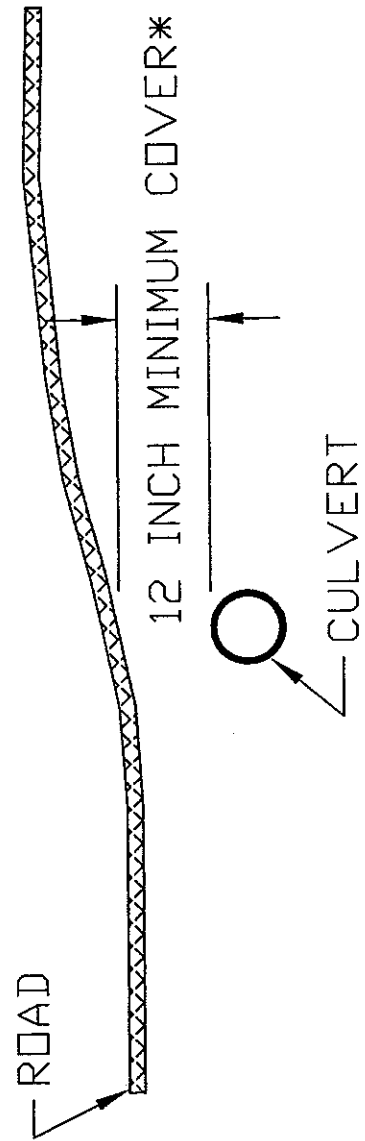
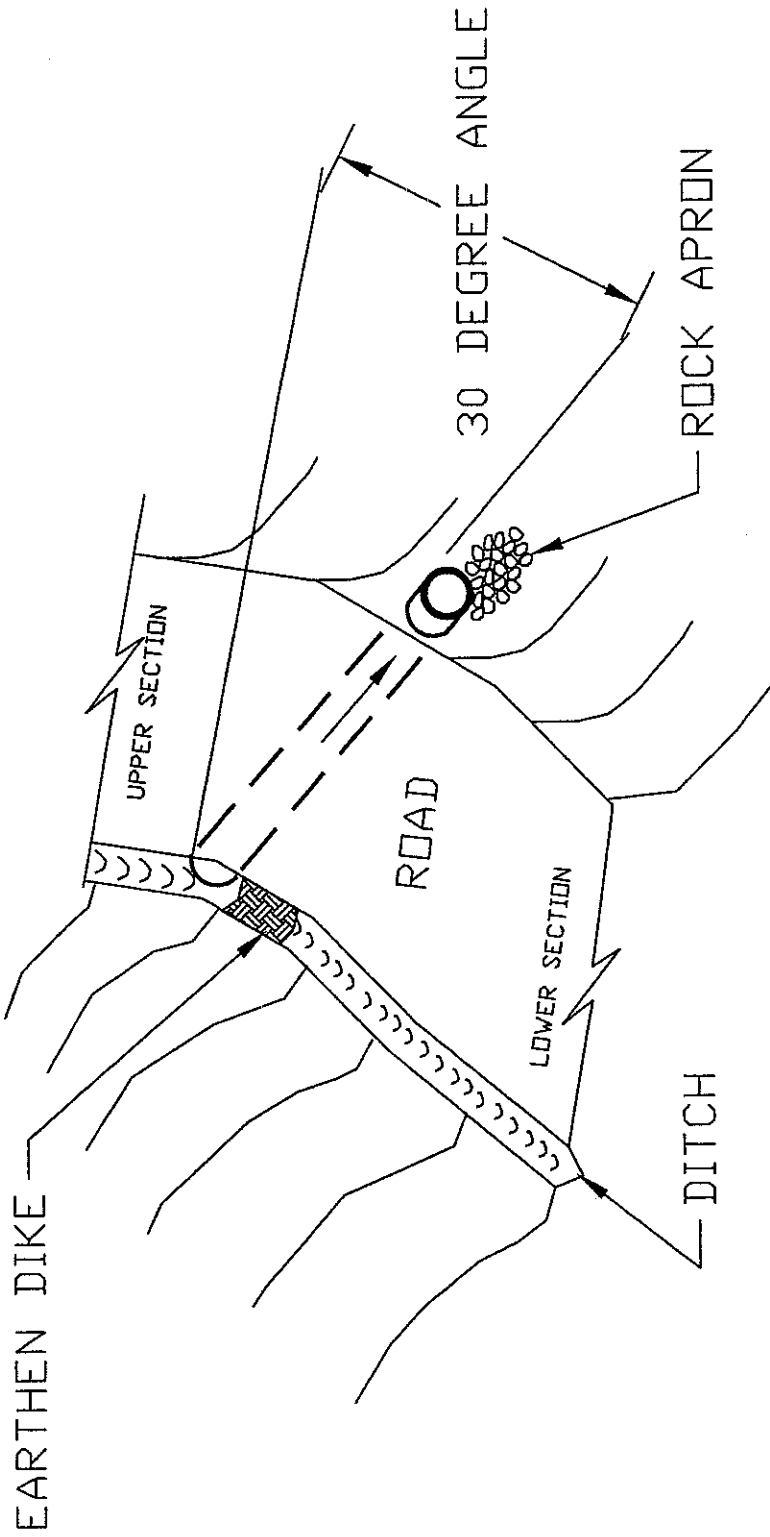
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NEW ACCESS ROAD		



EARTHEN DIKE TO BE INSTALLED IN DITCH  
LINE BELOW CULVERT INLET

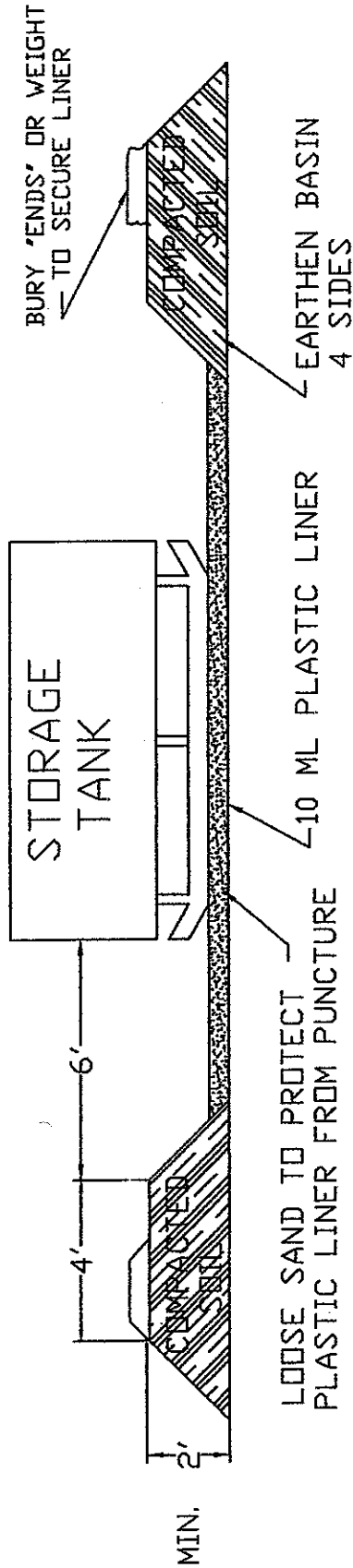


CULVERT INSTALLATION



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

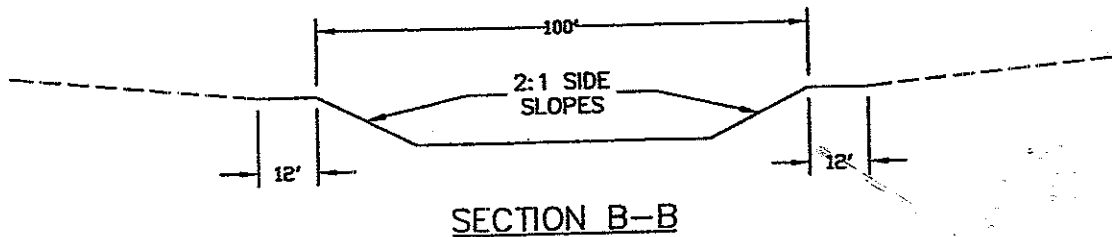
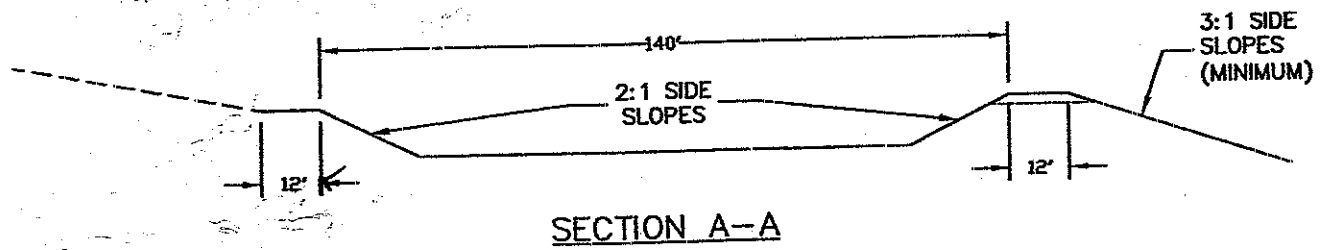
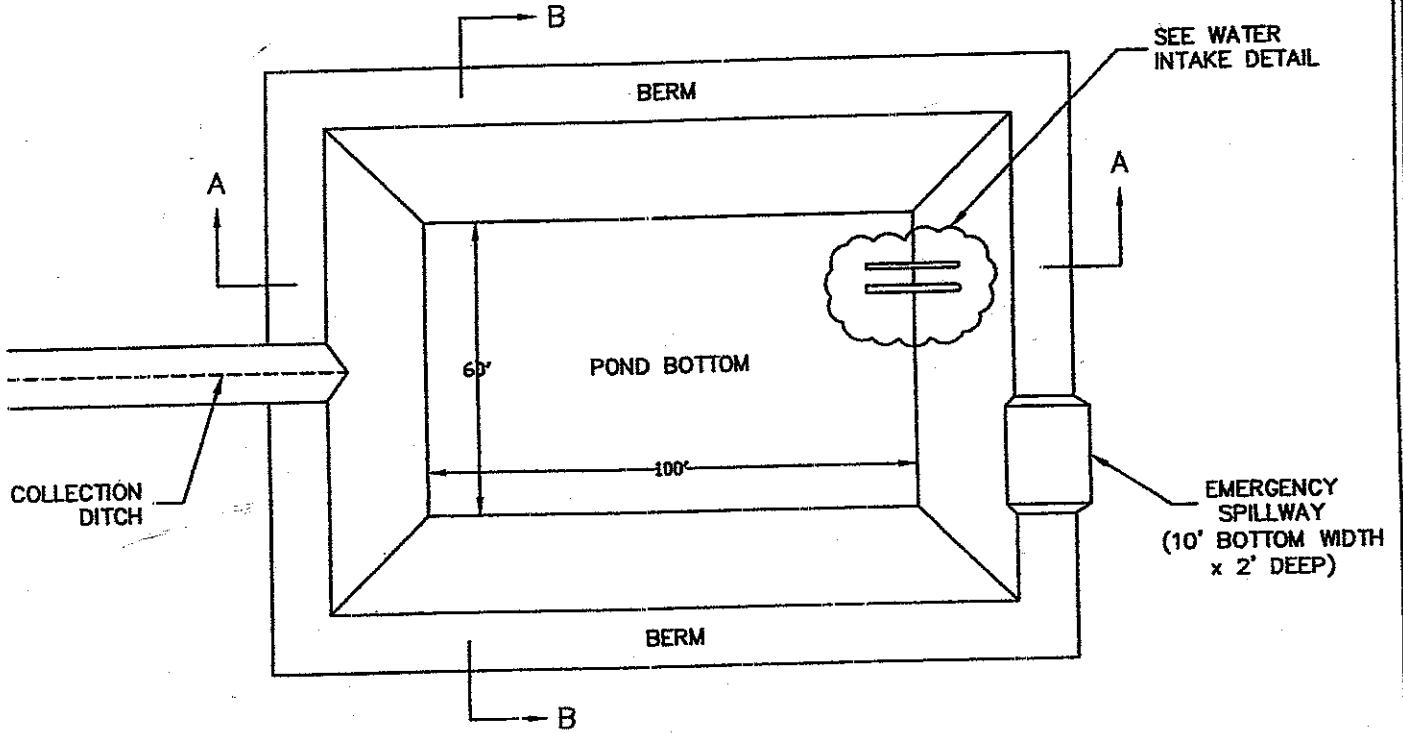
SPILL CONTAINMENT



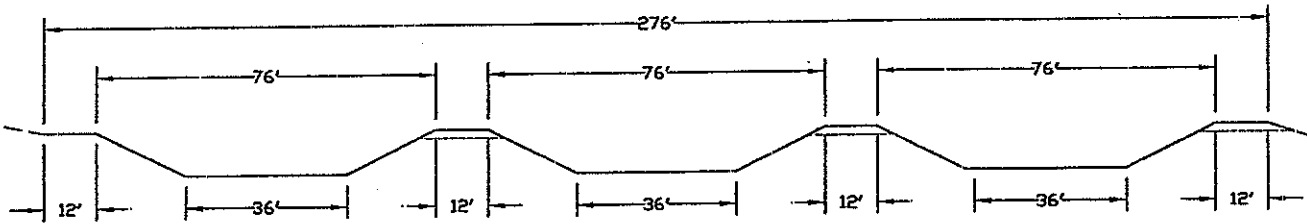
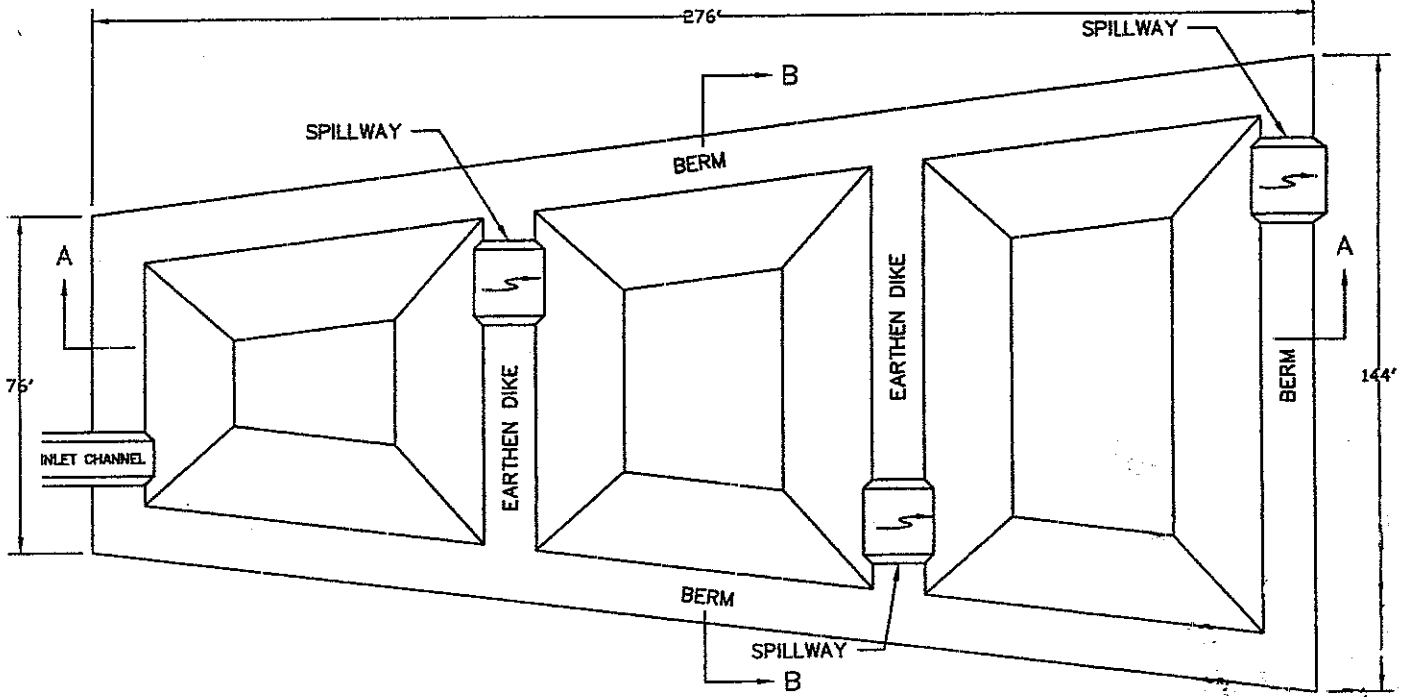
SELECTED HEIGHT OF EARTHEN BERM IS TO BE A TWO (2') FOOT MINIMUM OR ONE HUNDRED TEN PERCENT (110%) OF THE CAPACITY OF THE TANK(S) TOTAL VOLUME WITHIN THE BERM. A SIX (6") INCH FREEBOARD MUST BE INCLUDED.

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.

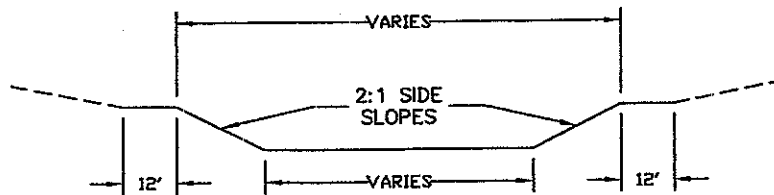
TANKS WITH SECONDARY CONTAINMENT MAY BE USED AS AN ALTERNATIVE.



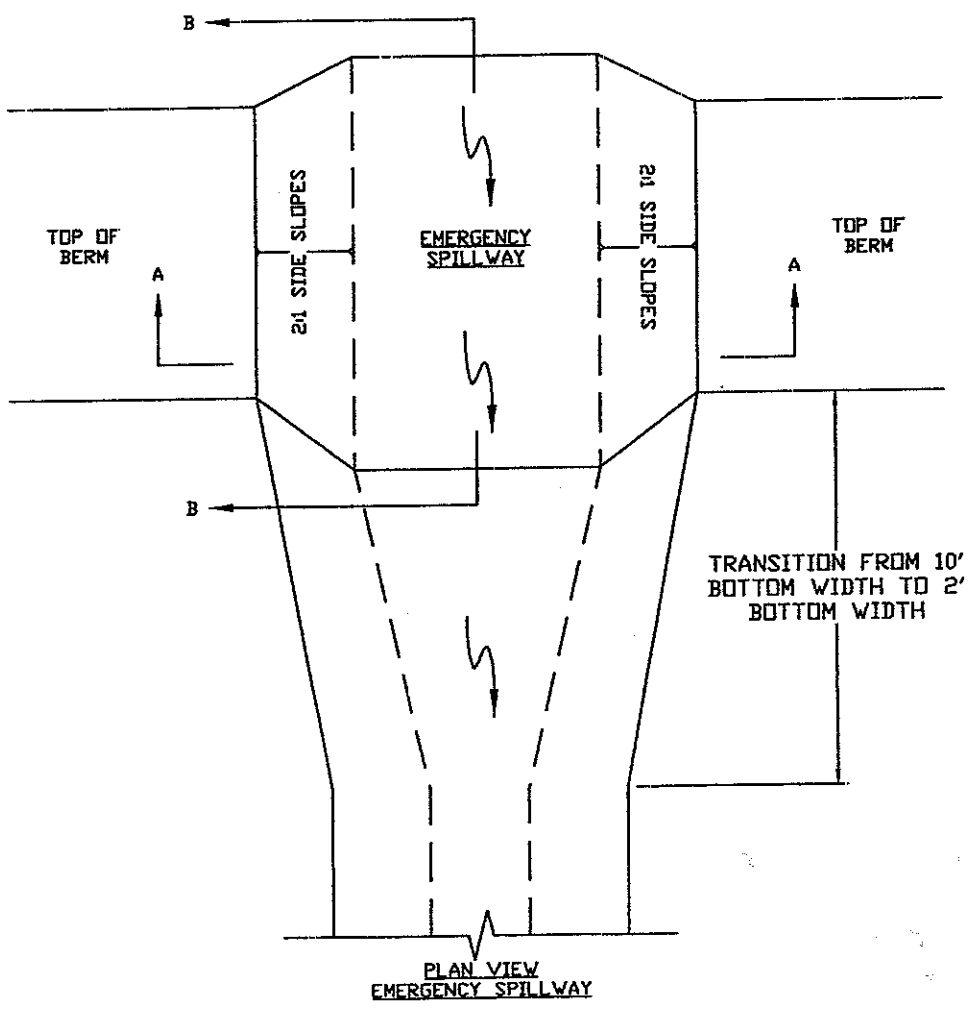
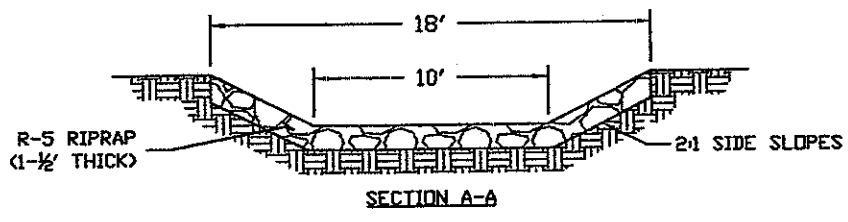
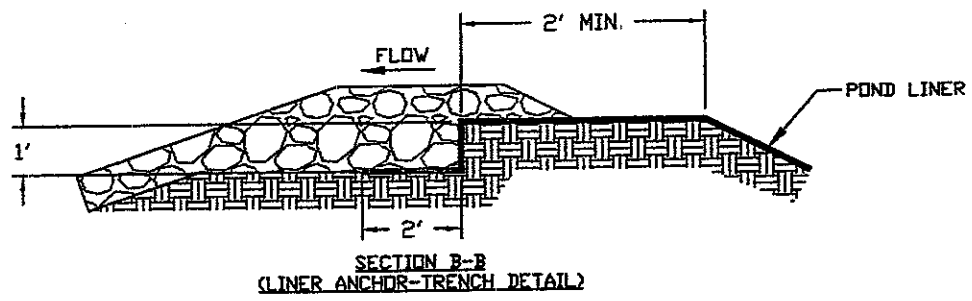
TREATMENT POND



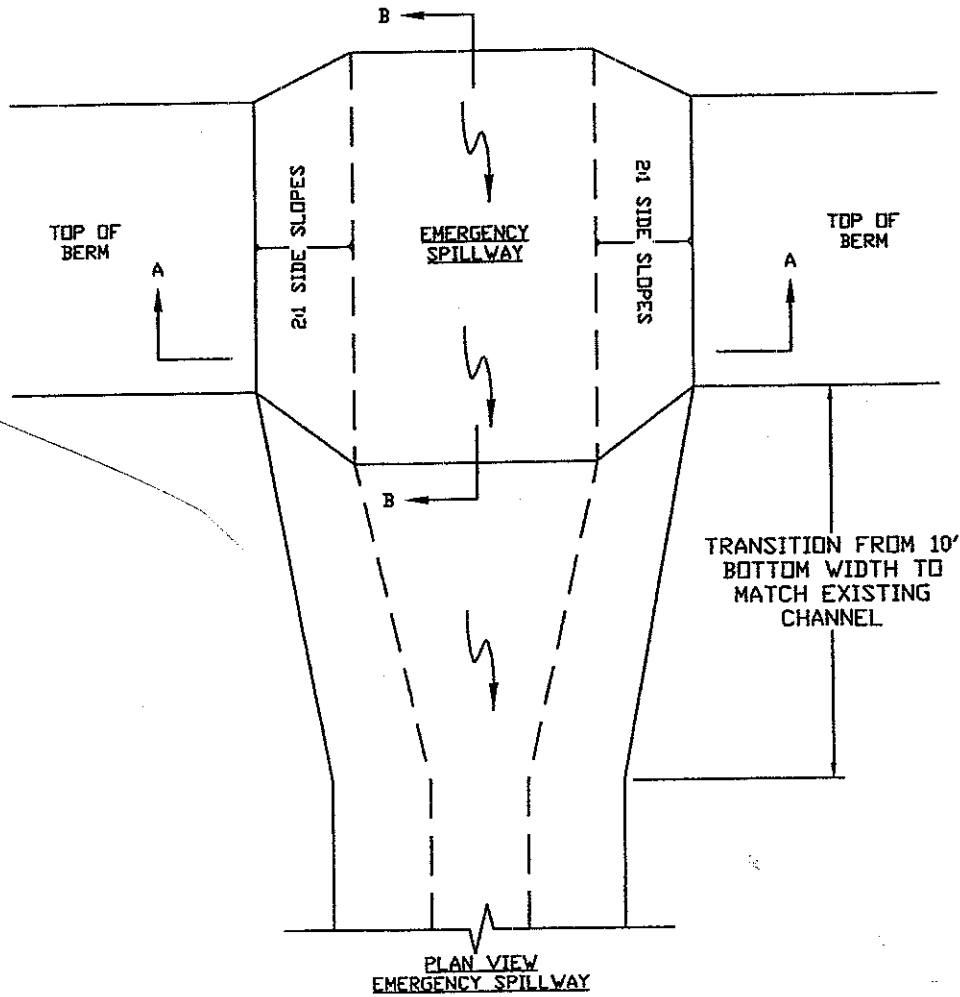
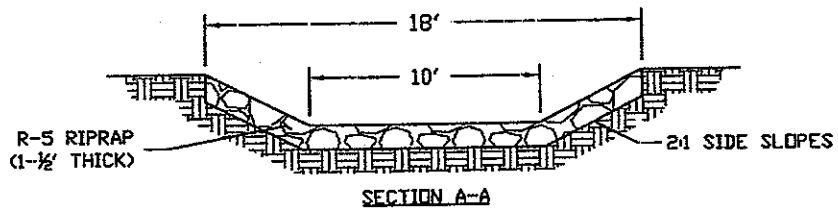
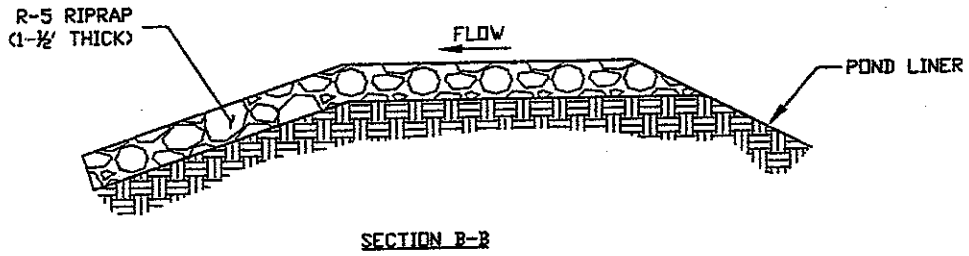
SECTION A-A

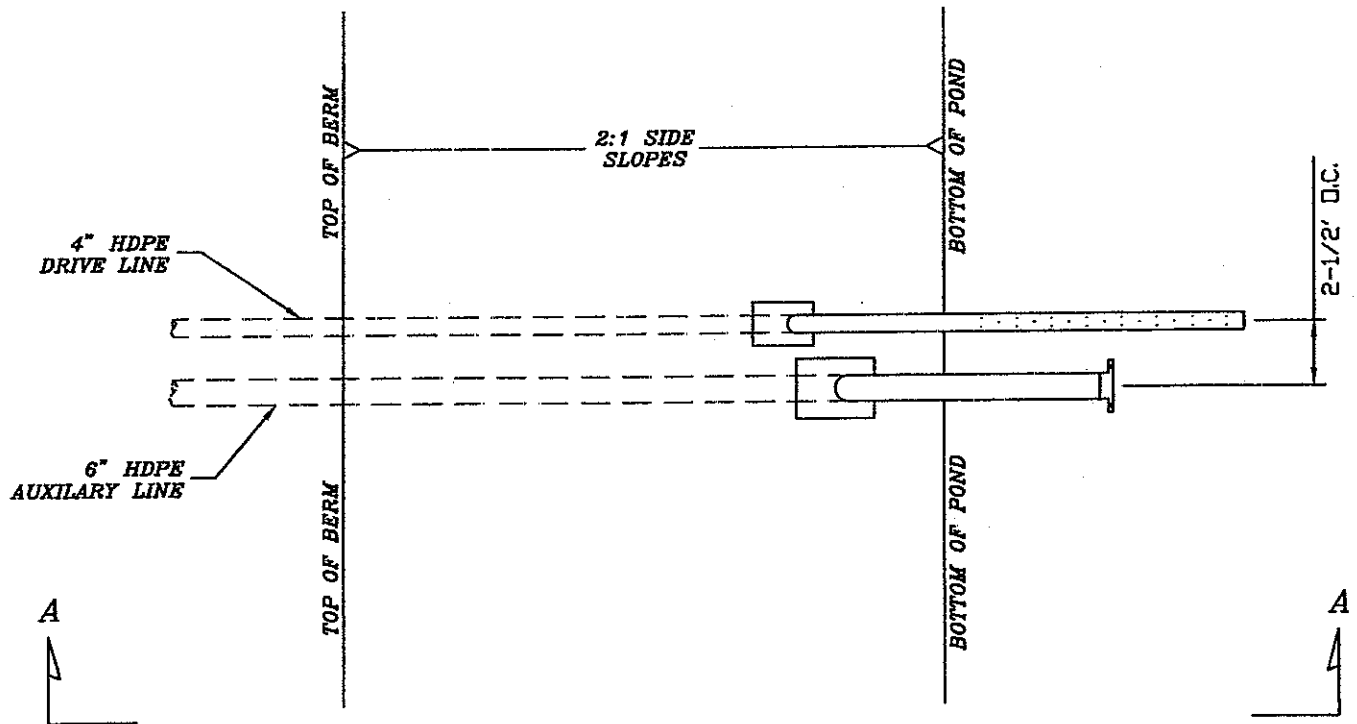
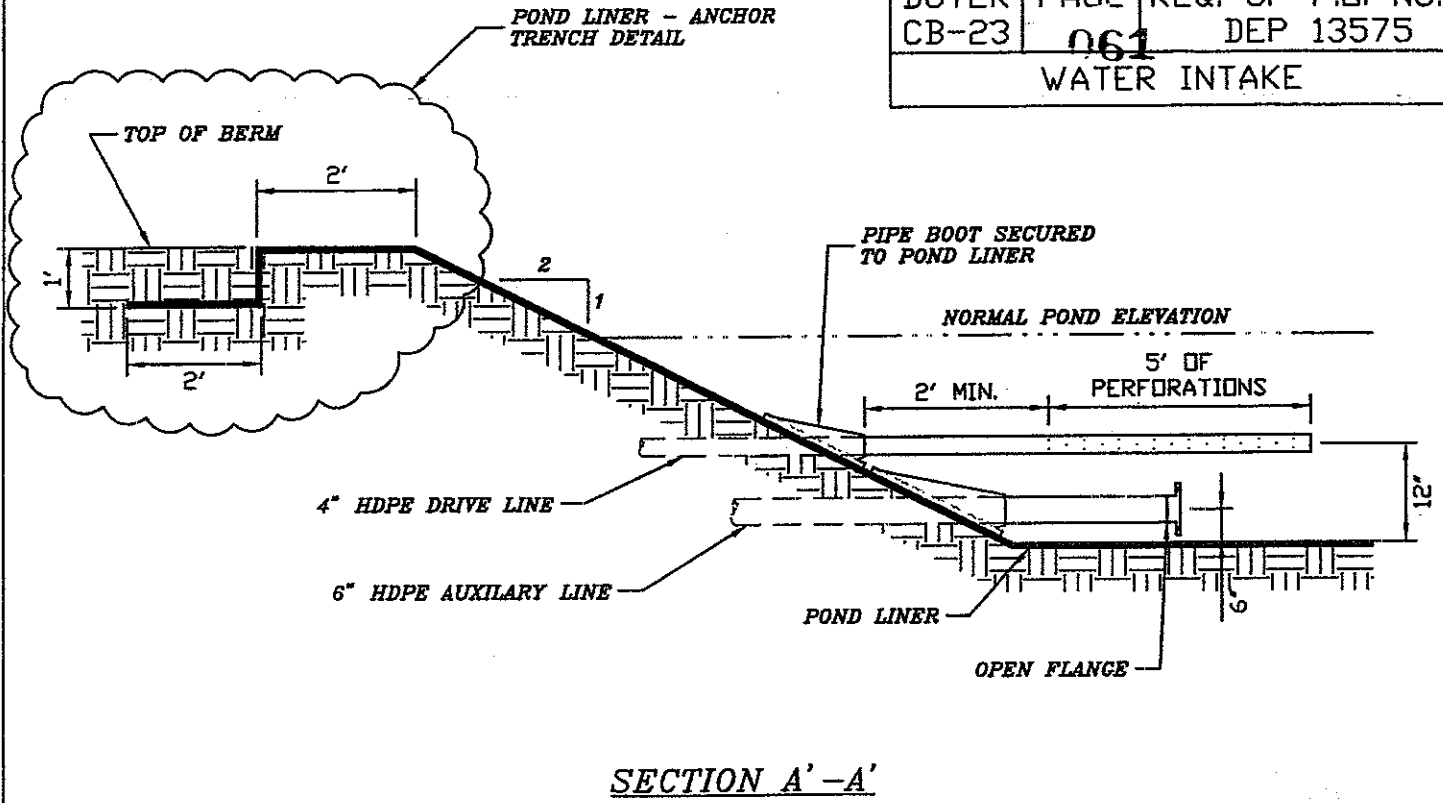


SECTION B-B



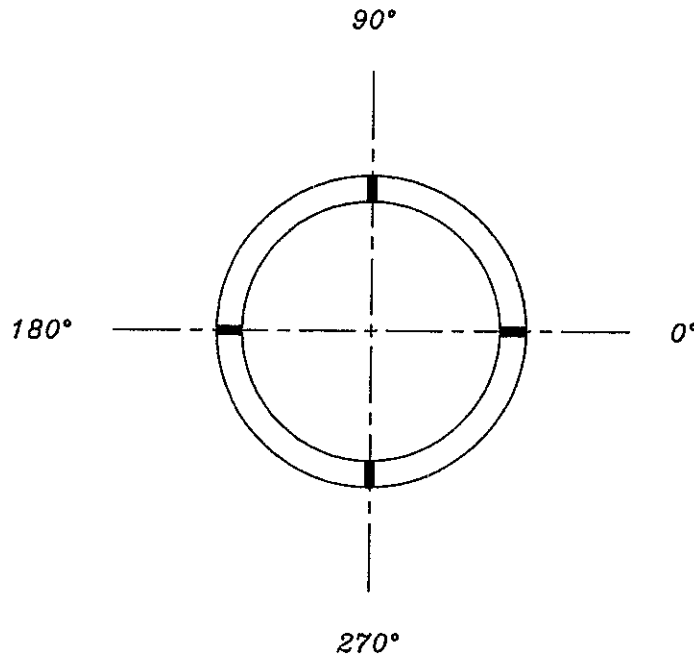




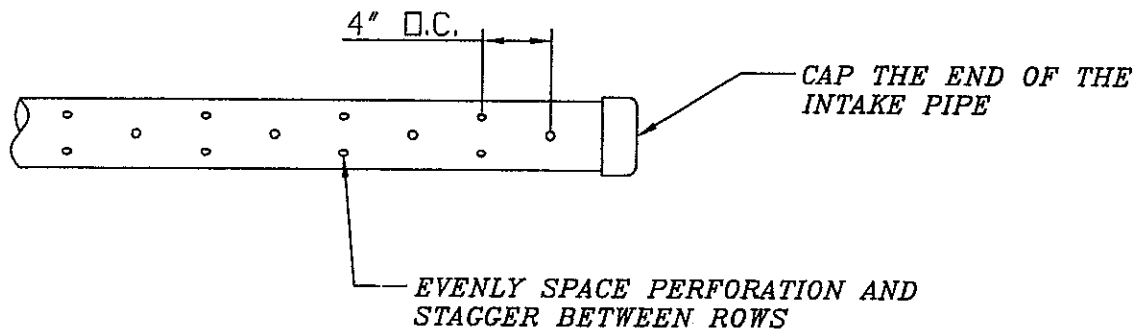


INTAKE PERFORATIONS

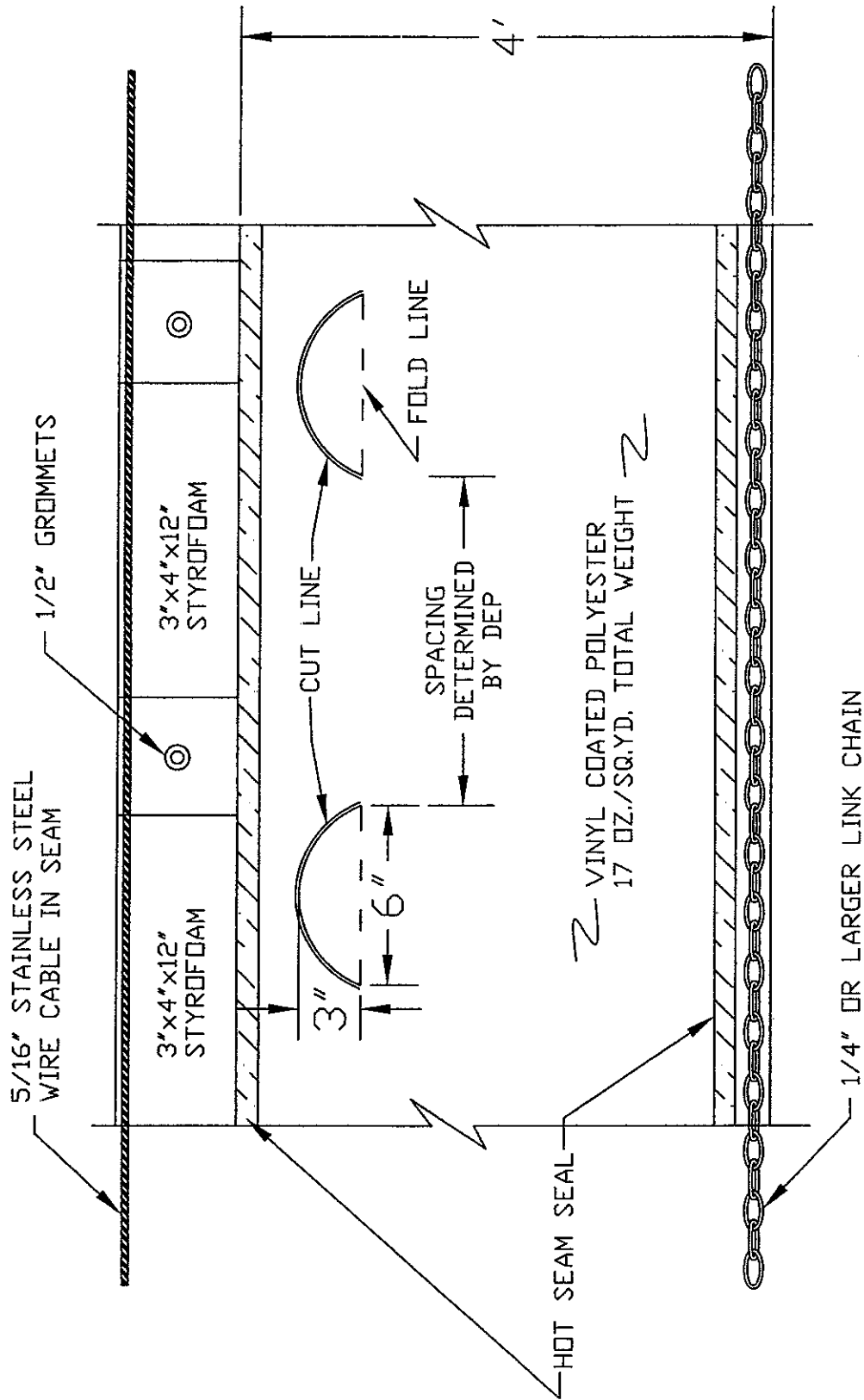
4" HDPE INTAKE  
PERFORATION SPACING  
4 - 3/4" DIAMETER PERFORATIONS PER ROW



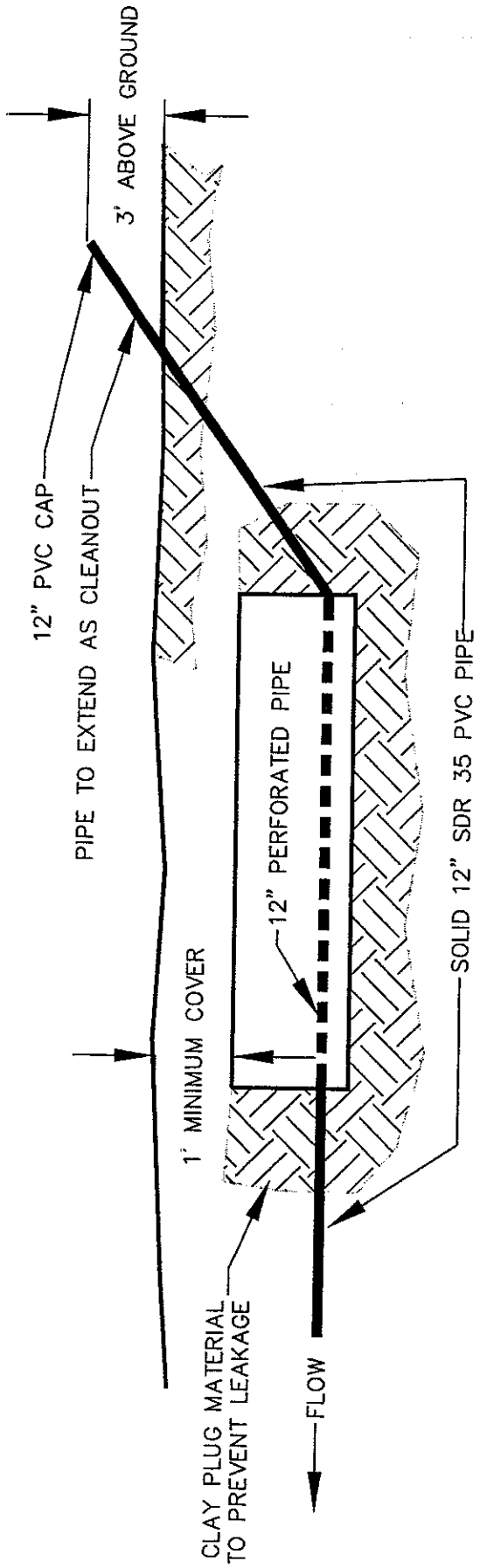
4 - 3/4" DIAMETER PERFORATIONS PER ROW  
15 ROWS IN 5 FEET  
(4" O.C. SPACING)



CURTAIN Baffle DETAIL

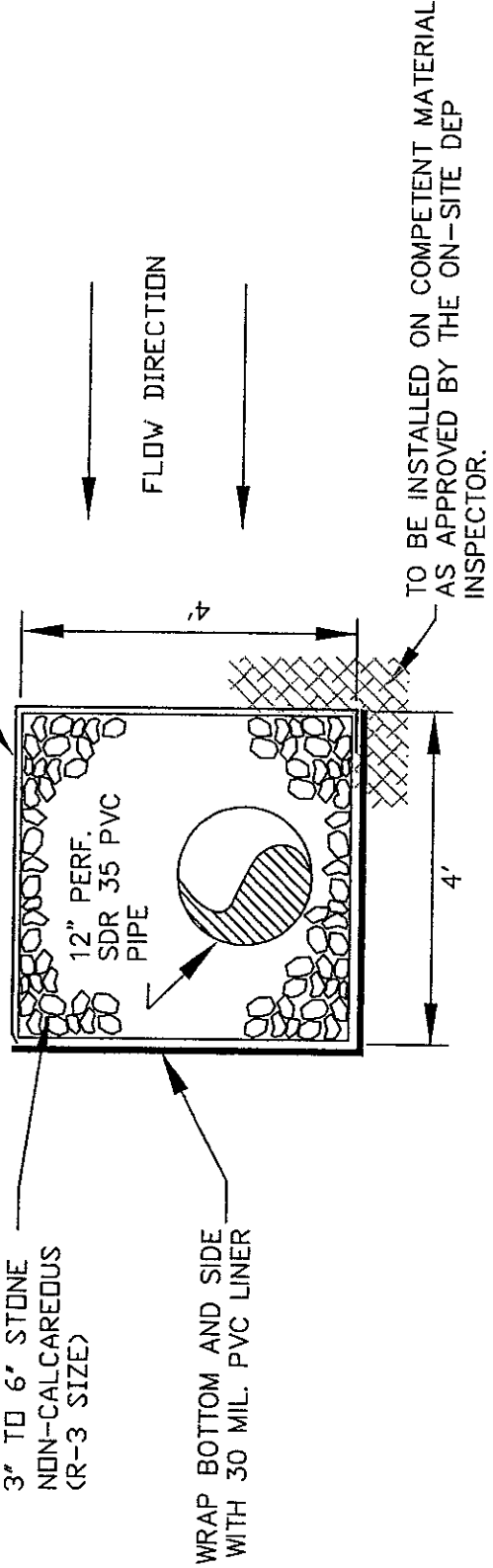


NOTE: THE CABLE MUST EXTEND 10 FEET PAST THE Baffle MATERIAL ON EACH END.



SIDE VIEW

NOT TO SCALE



END VIEW

WRAP WITH FILTER FABRIC (NONWOVEN)  
TYPAR 3401 or EQUIVALENT

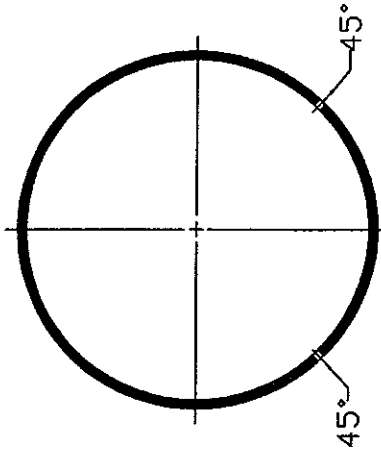
3" TO 6" STONE  
NON-CALCAREOUS  
(R-3 SIZE)

WRAP BOTTOM AND SIDE  
WITH 30 MIL. PVC LINER

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

FLOW DIRECTION

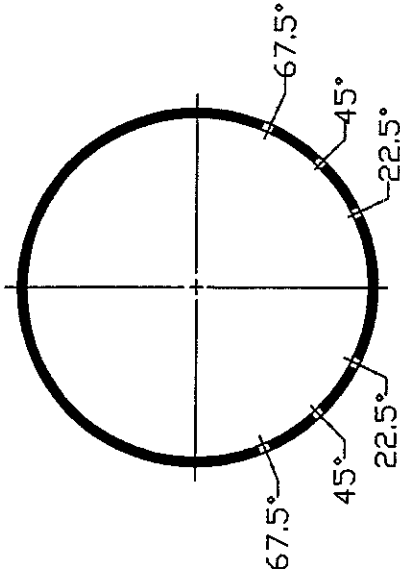
# PIPE PERFORATION DETAILS



## 2, 4, & 6 INCH DIAMETER PIPE PERFORATIONS

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

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

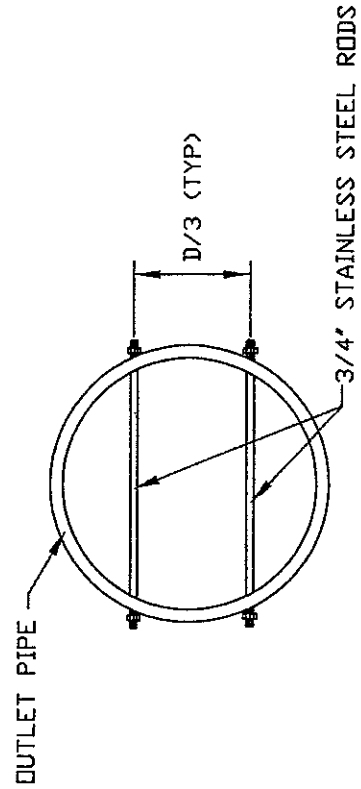


## 12 INCH DIAMETER PIPE PERFORATIONS

HOLE SPACING SHALL BE 1 INCH DIAMETER.

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

# ANIMAL GUARD DETAILS



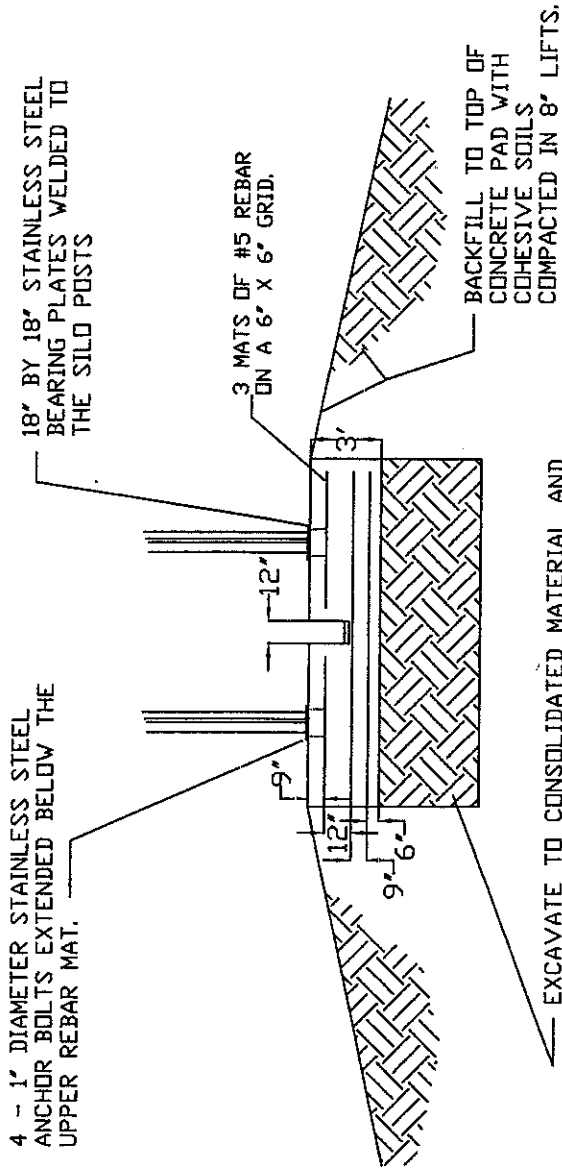
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DEP 13575

PIPE PERFORATION &  
ANIMAL GUARD DETAILS

FOUNDATION DETAILS



CROSS -SECTION B-B'

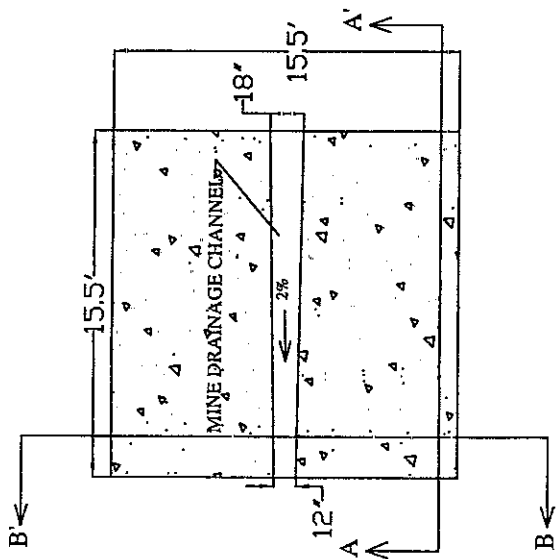
MOUNTING PLATE DETAILS

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

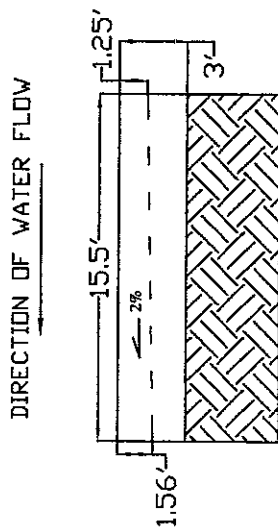
STAINLESS STEEL PLATES ARE 18" BY 18" BY 1" THICK

HOLES ARE 1 1/8" IN DIAMETER.

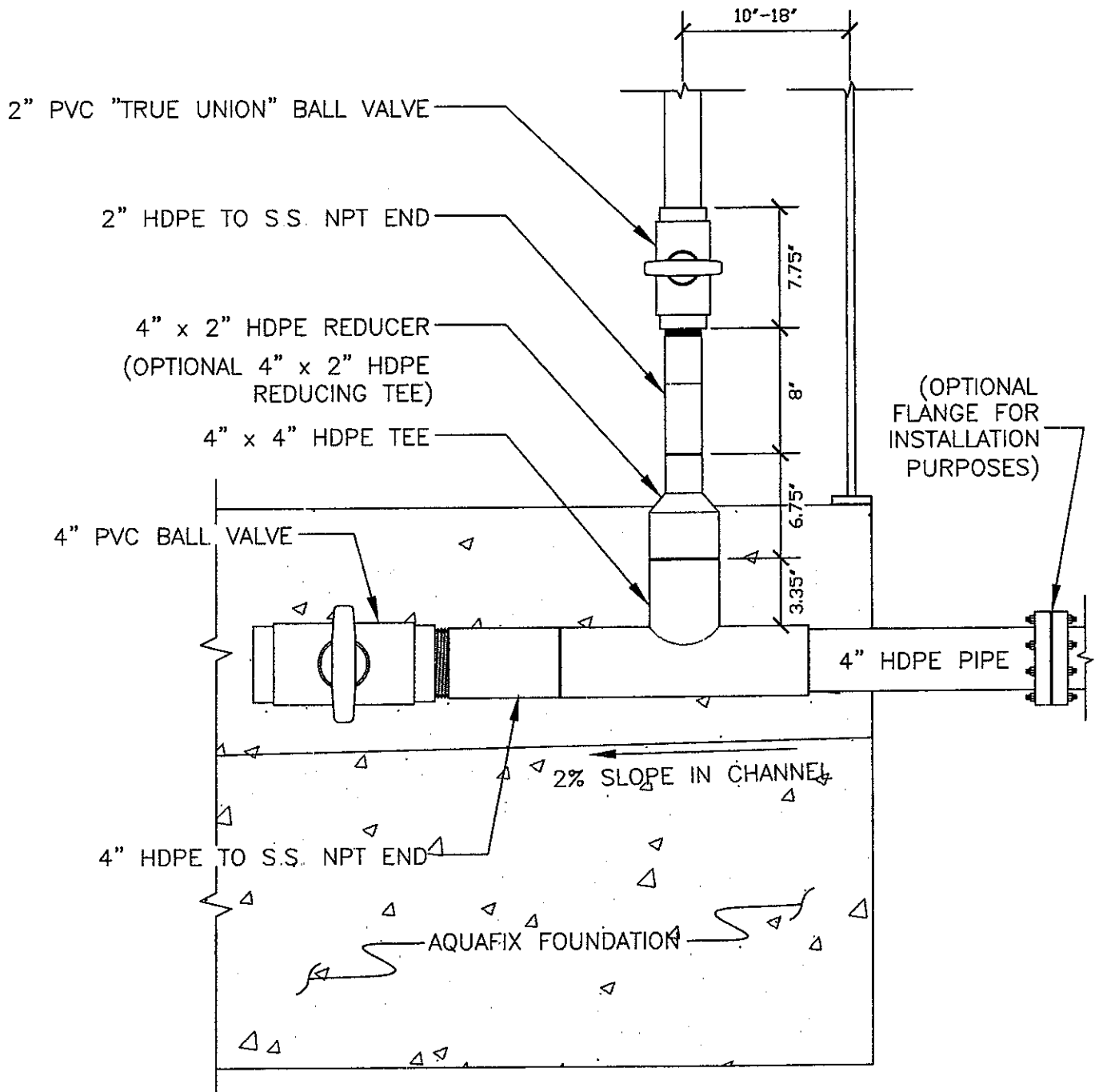
ANCHOR BOLT SPACING TEMPLATE TO BE PROVIDED BY LIME SILD MANUFACTURER.



PLAN VIEW



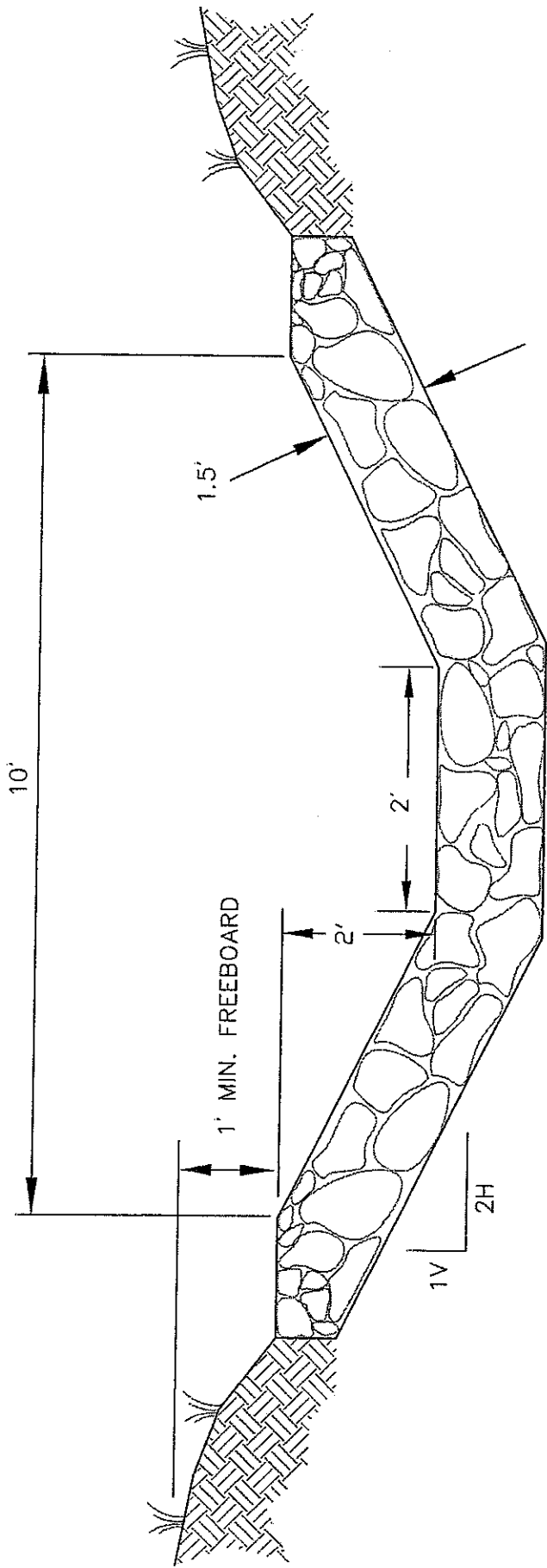
CROSS -SECTION A-A'



NOT TO SCALE



# TRAPEZOIDAL - DITCH



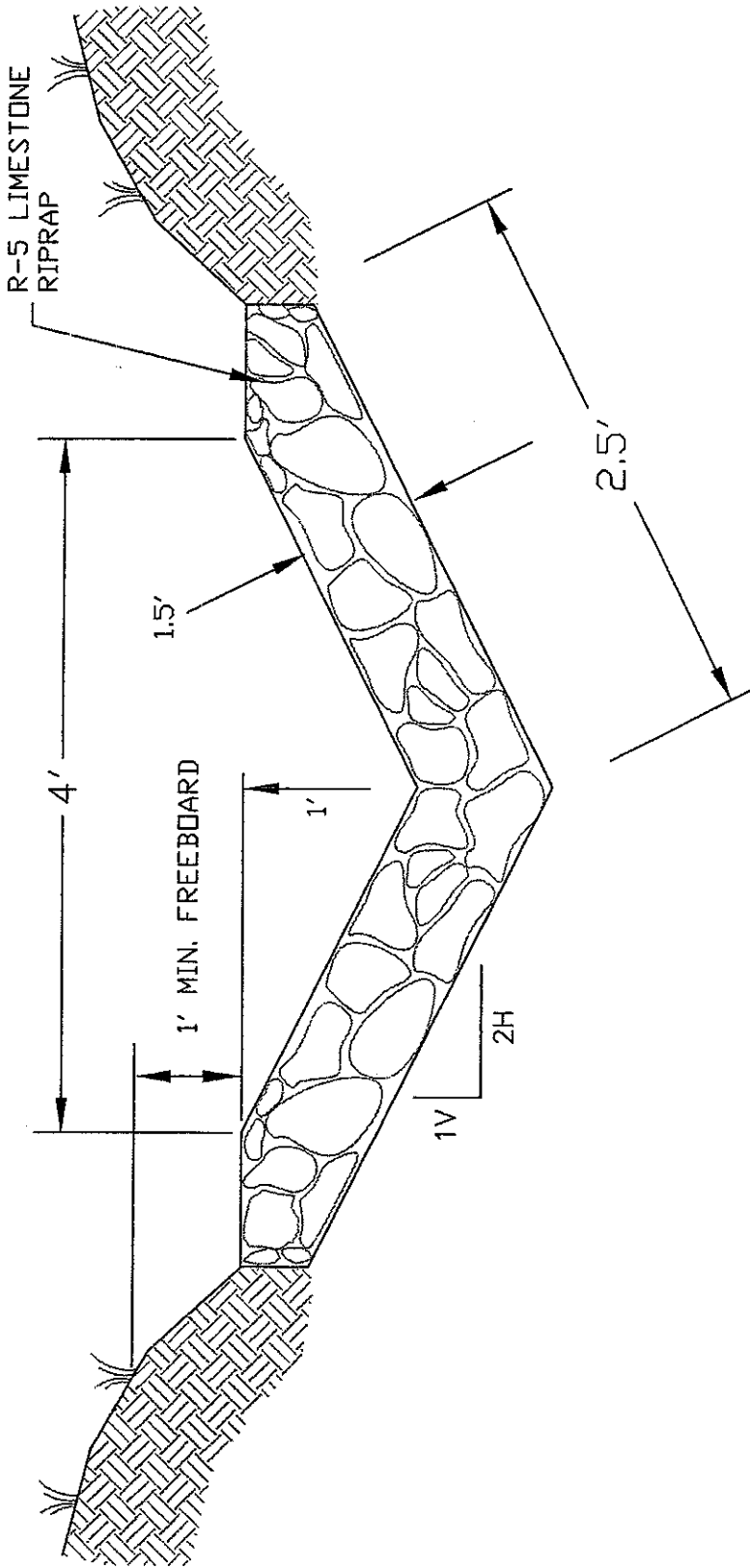
NOT TO SCALE

PAYMENT SHALL BE FOR ACTUAL LENGTH OF DITCH CONSTRUCTED.

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

V - DITCH 4' WIDE

V - DITCH



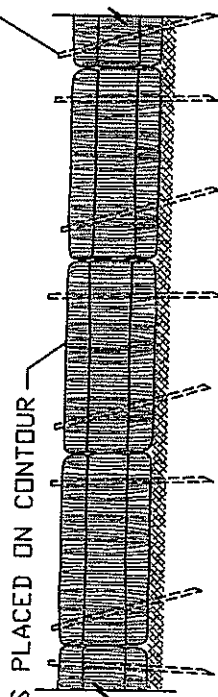
NOT TO SCALE

PAYMENT SHALL BE FOR ACTUAL LENGTH OF DITCH CONSTRUCTED.

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

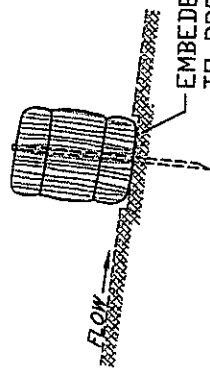
HAY/STRAW BALE DIKE  
SEDIMENT CONTROL

ANGLE FIRST STAKE TOWARD  
PREVIOUSLY LAID BALES



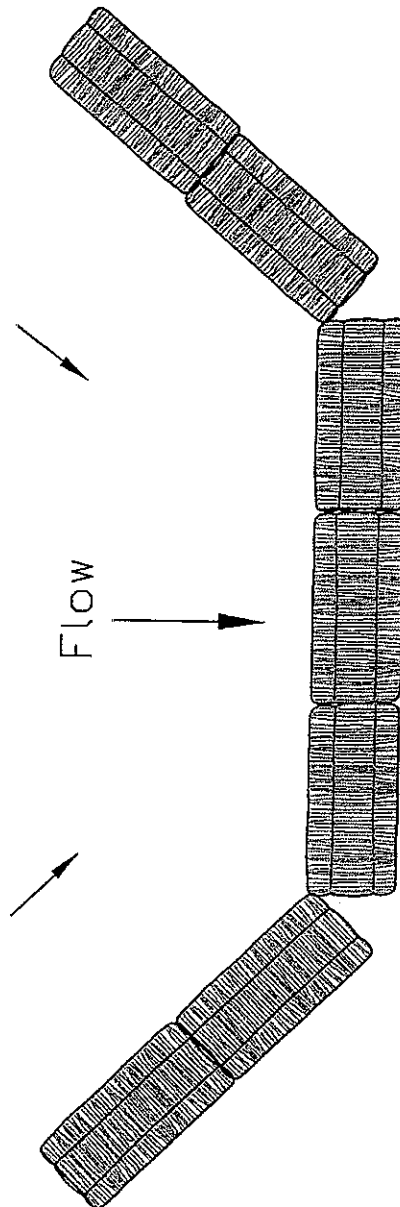
2" x 2" STAKES MINIMUM OF 1' INTO GROUND

ANCHORING DETAIL



EMBEDED AS SITE CONDITIONS DICTATE  
TO PREVENT FLOW UNDER BALES.

END VIEW

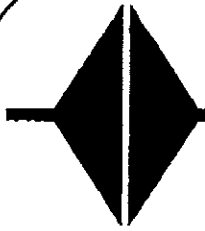


DESIGN TO FIT SITE CONDITIONS

SEDIMENT BARRIER  
TOP VIEW

NOT TO SCALE





# JMD COMPANY

www.jmdcompany.com

5401 Progress Boulevard  
P.O. Box 173  
Bethel Park, PA 15102  
(412) 833-7100  
FAX (412) 833-2338

**Mine & Construction Products Since 1902**

May 22, 2007

Attention: Estimating

Subject: Stewartown Coal Corp. – Requisition #13575 – Monongalia County

JMD/EGI is pleased to offer the following quotation on the supply and installation of a 60-mil HDPE liner according to plans and specifications provided.

**Scope of Work:**

- One (1) mobilization to site.
- Supply / install 60-mil HDPE smooth liner.
- Provide qualified non-union, prevailing wage installation technicians.
- One (1) year limited warranty on material and installation.

**Work Not Included:**

- Excavation / backfill of anchor trench.
- Sub-base preparation before or during installation.
- De-watering of site / liner before or during installation.
- Off site removal of scrap material
- Supply / install geotextile if required.

General Contractor will provide, at no charge to JMD Company, an operated loader, backhoe or similar piece of machinery (capable of lifting 6,000 lbs ) for the purpose of unloading, staging, and deploying of liner

**Lump Sum Price Quote\*:**

60-mil HDPE Liner – \$21,975.00

\*Plus applicable sales tax.

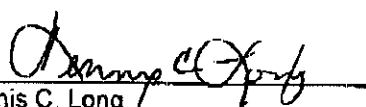
Terms: Net 30 days

Protection: Pricing is good for 30 days

F.O.B.: Jobsite

JMD/EGI General Conditions apply to this proposal (copy enclosed) Thank you for considering JMD products.

Sincerely,  
**JOHNSTON-MOREHOUSE-DICKEY COMPANY**

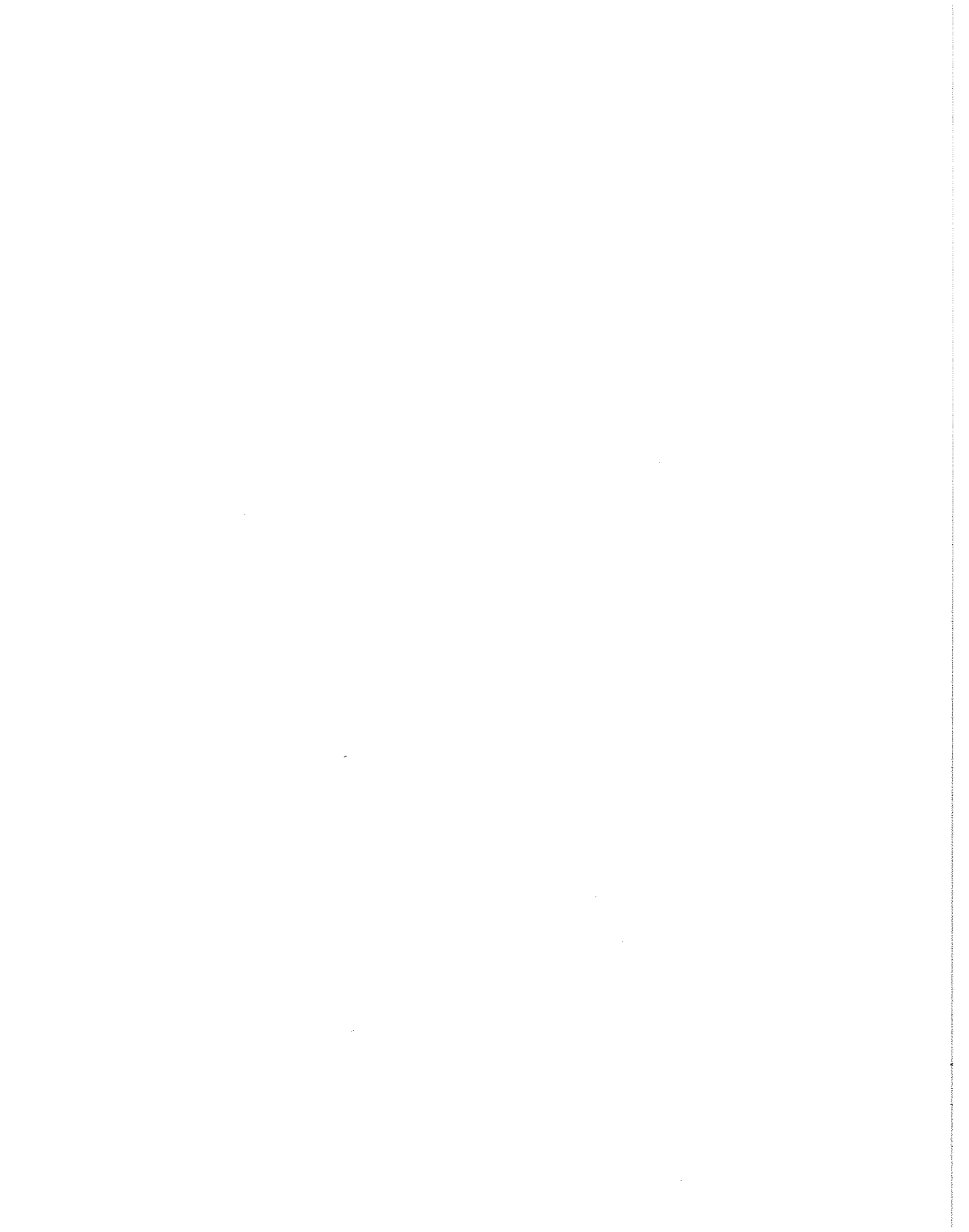
  
Dennis C. Long  
General Manager

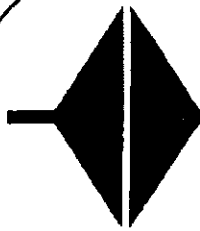
1290 East Highland Road  
Macedonia, OH 44056  
(330) 405-6050  
FAX (330) 405-6055

4637 Poth Road  
Unit A  
Whitehall, OH 43213  
(614) 866-0452  
FAX (614) 866-1279

180 B Breden Drive  
Monroe, OH 45050  
(513) 539-2132  
FAX (513) 539-2447

6242 MacCorkle Avenue  
St. Albans, WV 25177  
(304) 766-7404  
FAX (304) 766-7406





# JMD COMPANY

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P.O. Box 173  
Bethel Park, PA 15102  
(412) 833-7100  
FAX (412) 833-2338

**Mine & Construction Products Since 1902**

## PROPOSAL GENERAL CONDITIONS

The following considerations and standard terms and conditions shall be part of the contract between JMD Company/Environmental Geosynthetics, Inc. (JMD/EGI) and the Client.

### **SCOPE OF WORK TO BE PERFORMED BY JMD/EGI**

JMD/EGI proposes to supply and install all specified geosynthetics (as itemized in Proposal) in a good and workmanlike manner in accordance with project-specific design requirements. JMD/EGI will prepare and submit shop drawings and a site-specific work plan, to be approved by the Client or his Representative. JMD/EGI will provide sufficient supervision, technical personnel, QC personnel, engineering support and office management to complete the project in an efficient and quality conscious manner.

### **SCOPE OF WORK TO BE PERFORMED BY OTHERS**

The following is to be performed by the Client. Preparation and maintenance of the subgrade in a condition suitable for the installation of geosynthetics including the continuous removal of rainwater, groundwater, snow and ice sufficiently to permit uninterrupted installation by JMD/EGI forces. The subgrade must be prepared so as to be sufficiently stable to permit use of motorized or mechanized rubber tire machinery to deploy material. Adequate access and sufficient operating room on and around the area to be worked on in order to permit operation of equipment to handle and deploy material. Any subterranean inspections or tests of the subgrade (JMD/EGI will not be responsible for conditions existing below the surface of the subgrade). Excavation, backfilling and compaction of all anchor trenches. All appurtenances such as (but not limited to) pipe work, concrete and steel structures. Sanitation facilities for JMD/EGI forces.

Unloading and storing of all geosynthetic materials prior to mobilization by JMD/EGI (maximum roll weight being 6,000 lbs.). Storage must be within the closest distance of the area to be worked on in order to avoid excess and time consuming handling. The storage area must also be secured from theft, vandalism, mud and other sources of damage. Delivery schedules will be developed in concert with the Project Manager. A container for the disposal and off-site removal of scrap and waste materials. A piece of machinery (with operator) to unload and handle the geosynthetics on-site unless otherwise itemized on JMD/EGI proposal. Availability of the equipment shall be in concert with JMD/EGI proposed daily work schedule.

1290 East Highland Road  
Macdonia, OH 44056  
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4637 Poth Road  
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Whitehall, OH 43213  
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180 B Broaden Drive  
Monroe, OH 45050  
(513) 539-2132  
FAX (513) 539-2447

6242 MacCorkle Avenue  
St. Albans, WV 25177  
(304) 766-7404  
FAX (304) 766-7406





## **SCHEDULING OF WORK**

To facilitate completion of the project in a timely and efficient manner, JMD/EGI will require that the following schedules be followed: JMD/EGI will require two (2) weeks lead time between Clients written notice to proceed and actual mobilization. Once the project has commenced, installation is to proceed in a continuous and uninterrupted fashion. If JMD/EGI is delayed by circumstances beyond its control (such as inadequate subgrade preparation, labor disputes, untimely third- party laboratory test results, contracted extra work, unusually adverse weather conditions or restrictions beyond JMD/EGI work schedule) an extension of time equal to the number of days JMD/EGI was precluded from installing, or delayed in installing the geosynthetic materials will be required. Additional time to complete the project will also be required if the project start up date is delayed so as to require installation during a less favorable installation season. All installed geosynthetic materials must be accepted by the Client prior to the addition of cover materials. It will be the Client's responsibility to remove any cover materials off the geosynthetics to gain access for the inspection of them.

## **SAFETY**

Overall safety on the jobsite, and the safety of individuals not employed by JMD/EGI, will be the responsibility of the Client. The Client should be aware that the geosynthetics installed by JMD/EGI may be very slippery particularly when wet. Care must be exercised when walking on all geosynthetics. JMD/EGI will provide any necessary hardhats and safety glasses for its employees. Soft soled shoes will be worn by all employees working on the geosynthetics. Any additional or site specific safety equipment is to be supplied by the Client unless otherwise itemized in the JMD/EGI proposal.

## **TEMPORARY DEMOBILIZATION AND STANDBY TIME**

This proposal includes all scheduled mobilizations including the initial mobilization and final demobilization of the project. A demobilization/remobilization charge to the Client will be initiated if the Client requests JMD/EGI to temporarily withdraw its personnel from the jobsite, or if JMD/EGI leaves the jobsite because work is not available and will not be available for a period of time. In such event, STANDBY charges will not be charged to the Client during the period between demobilization and mobilization. Standby charges will be charged to the Client if JMD/EGI is ready, willing, and able to install the geosynthetics, but is prevented from working or is delayed because of the following: the subgrade is not adequately prepared in sufficient quantity to allow work to proceed at JMD/EGI proposed rate of advancement, interference by Client and/or others which prevents or delays installation, Clients and/or others direction not to work, delays attributable to weather or other acts of God. Standby charges will be \$200.00 per day, per JMD/EGI Crew Member (i.e. Superintendent, Skill Laborers and QC Technicians). JMD/EGI will provide written notice to the Client upon determination that Standby time will be required. No standby costs will be considered by the Client without this written notification.



## **INSURANCE**

Upon request, JMD/EGI will provide purchaser with Certificates of Insurance naming the Client as an additional insured. The insurance shall include General Liability Coverage for personal injury and property damage in the amount of \$500,000.00 (\$3,000,000.00 umbrella) and Workers Compensation coverage for the amount required by Law. JMD/EGI does not maintain insurance coverage relating to environmental impairment (pollution liability), and any claim or liability arising out of or attributable to environmental impairment is specifically waived and excluded.

## **WARRANTY**

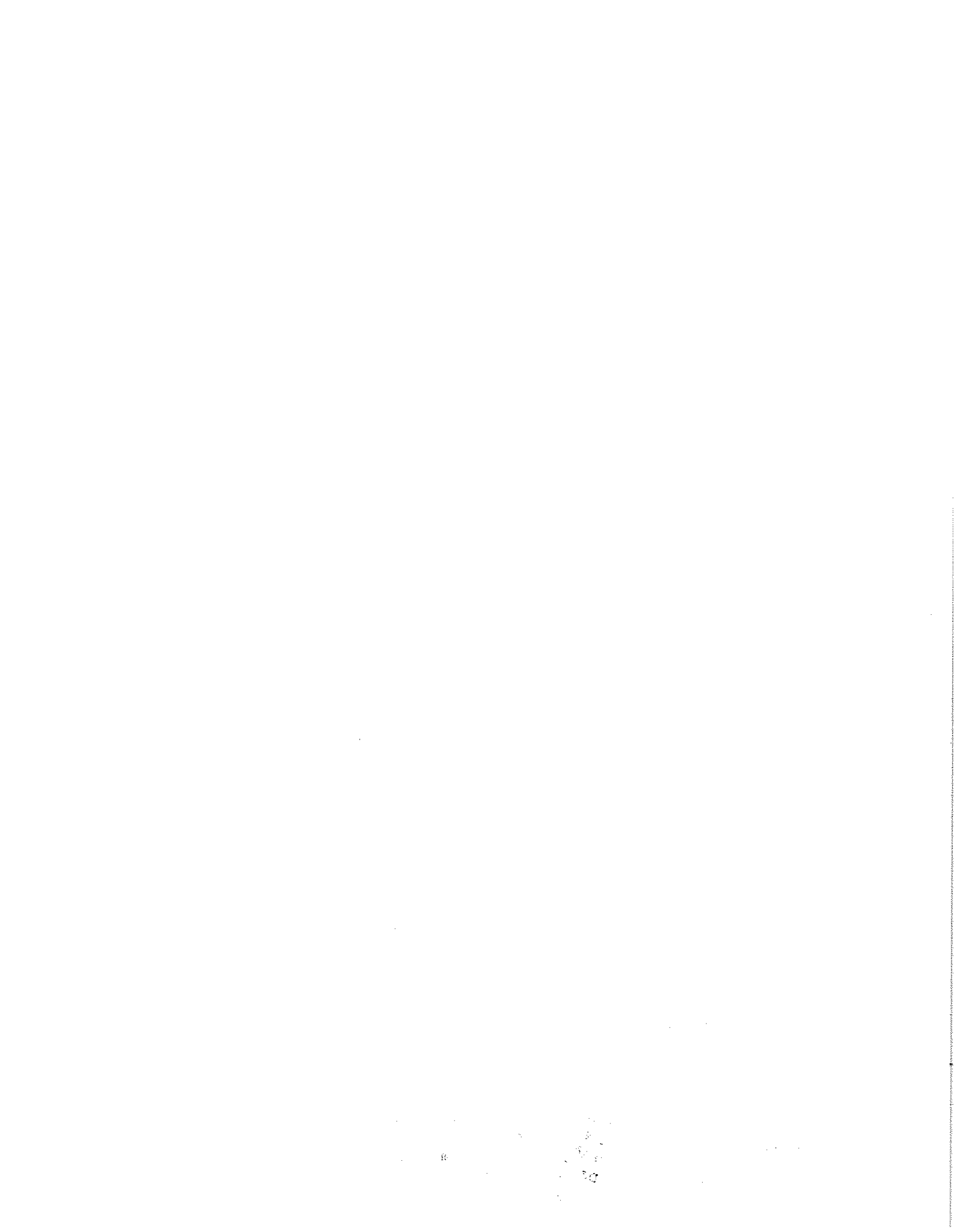
Materials are warranted by the Manufacturer of the membrane. Factory seams are warranted by the Fabricator. Field installation of the membrane is warranted by JMD/EGI. This warranty covers the cost of repairs only. All other costs associated with a repair are not covered. This limitation specifically includes the costs of detection, uncovering, and consequential damages caused by a leak or other defect. This statement is made in lieu of any other statement of Warranty, Indemnity, or other Assumption of Liability regarding the liner. Manufacturer's Warranties will be furnished on other materials furnished and will constitute the Client's sole remedy for fault. The warranty period will commence upon the substantial completion of the project, however no recourse shall be available to the Client or owner under the terms of the warranty until and unless all payments for materials, services and other charges are received by JMD/EGI.

## **STANDARD TERMS AND CONDITIONS**

**DISCLAIMER OF WARRANTIES:** There are no express or implied warranties other than those warranties specifically set out herein. Seller disclaims any and all warranties of merchantability, warranties of fitness for a particular purpose and all warranties which extend beyond the face of this proposal.

**NOT A CONSUMER TRANSACTION:** This is not a consumer transaction. Rather the materials provided pursuant to this proposal are for industrial or commercial use only and no warranty or other right incidents to the purchase of consumer goods are acquired in the course of this transaction.

**EXCLUSIVE REMEDY IN THE EVENT OF BREACH:** The remedies described in the warranty documents are exclusive and constitute the Client's sole remedy in the event of breach.



**LIMITATION OF LIABILITY:** Under no circumstances shall JMD/EGI be liable for any indirect, incidental or consequential damages including but not limited to damages for loss of profits, downtime, environmental damage or suits from the Client or third parties, which result from or are attributable to, any breach of contract or warranty.

**FORCE MAJEURE:** JMD/EGI shall not be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstance beyond its control, including but not limited to, any failures or delays in performance caused by any strike, lockout or labor dispute, fire, act of God or the public enemy, riot, incendiary, interference by civil or military authorities, compliance with the laws or with the orders or policies of any governmental authority, delay in transit or delivery on the part of transportation companies or communication facility or failure of sources of raw materials. In the event of a condition of force majeure diminishes the quantity of available items; JMD/EGI will be relieved from, but will not be precluded from performing under the contract.

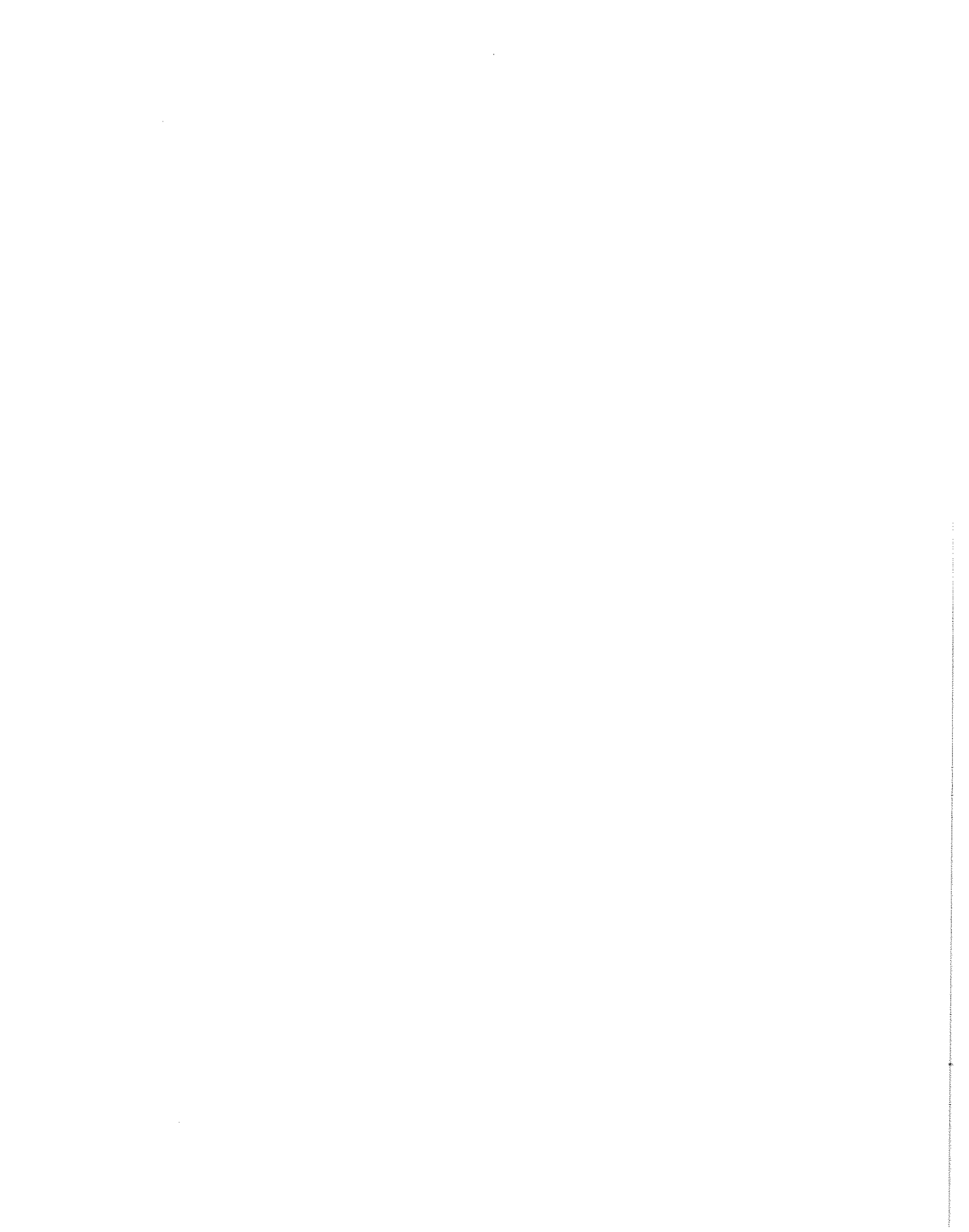
**NON-ASSIGNABILITY:** The agreement between JMD/EGI and the Client shall not be assignable by the Client without the express written consent of JMD/EGI.

**NO TERMINATION WITHOUT CONSENT:** The agreement between JMD/EGI and the Client shall be binding upon the parties and shall not be terminable unless a prior written consent of JMD/EGI shall have been obtained. Any such termination shall be in accordance with such terms and conditions as JMD/EGI and Client shall agree.

**GOVERNING LAW AND FORUM SELECTION:** The agreement between JMD/EGI and the Client shall be construed in accordance with, and the legal relations of JMD/EGI and Client, shall be determined and governed by the laws of the State of Pennsylvania.

**PROPOSAL COMPLETE IN THIS WRITING:** All communications, written or oral, between the parties hereto with reference to the subject of this proposal prior to the date of its approval are merged herein and this proposal, when duly accepted and approved, shall constitute the sole and entire agreement between the parties, or either of them, unless it is in writing duly accepted by the Client and approved in writing by JMD/EGI. The parties by accepting and approving this proposal agree that there is between them no other understanding, contract or condition, express or implied, relating to the subject matter of this proposal. No waiver of any terms of this proposal shall be binding on Seller unless in writing signed by JMD/EGI.

**WORK INCLUDED WITHIN SCOPE OF PROPOSAL:** The work which JMD/EGI proposes to perform in connection with this proposal includes provision of sufficient equipment, supplies, supervision, and field labor to install the required geosynthetics, but only to the extent specifically described herein. All work described as "furnished by others", or "furnished by Client", or "by others" shall not be JMD/EGI responsibility and shall be completed by the responsible party in a timely and workmanlike manner such that JMD/EGI is not delayed in the performance of its work.



**PROTECTION OF MATERIAL:** JMD/EGI will supervise the unloading of all material deliveries occurring after initial mobilization. Any deliveries occurring before mobilization must be unloaded by the Client using reasonable care not to damage the materials in any way during unloading and storage. In the event of damage to the materials during unloading or storage by the Client, JMD/EGI shall repair or replace the materials at Client's expense which shall include actual labor, transportation, materials and equipment charges plus fifteen (15) percent overhead and ten (10) percent profit plus per diem charges for JMD/EGI personnel pro-rated to the actual time spent effecting repairs.

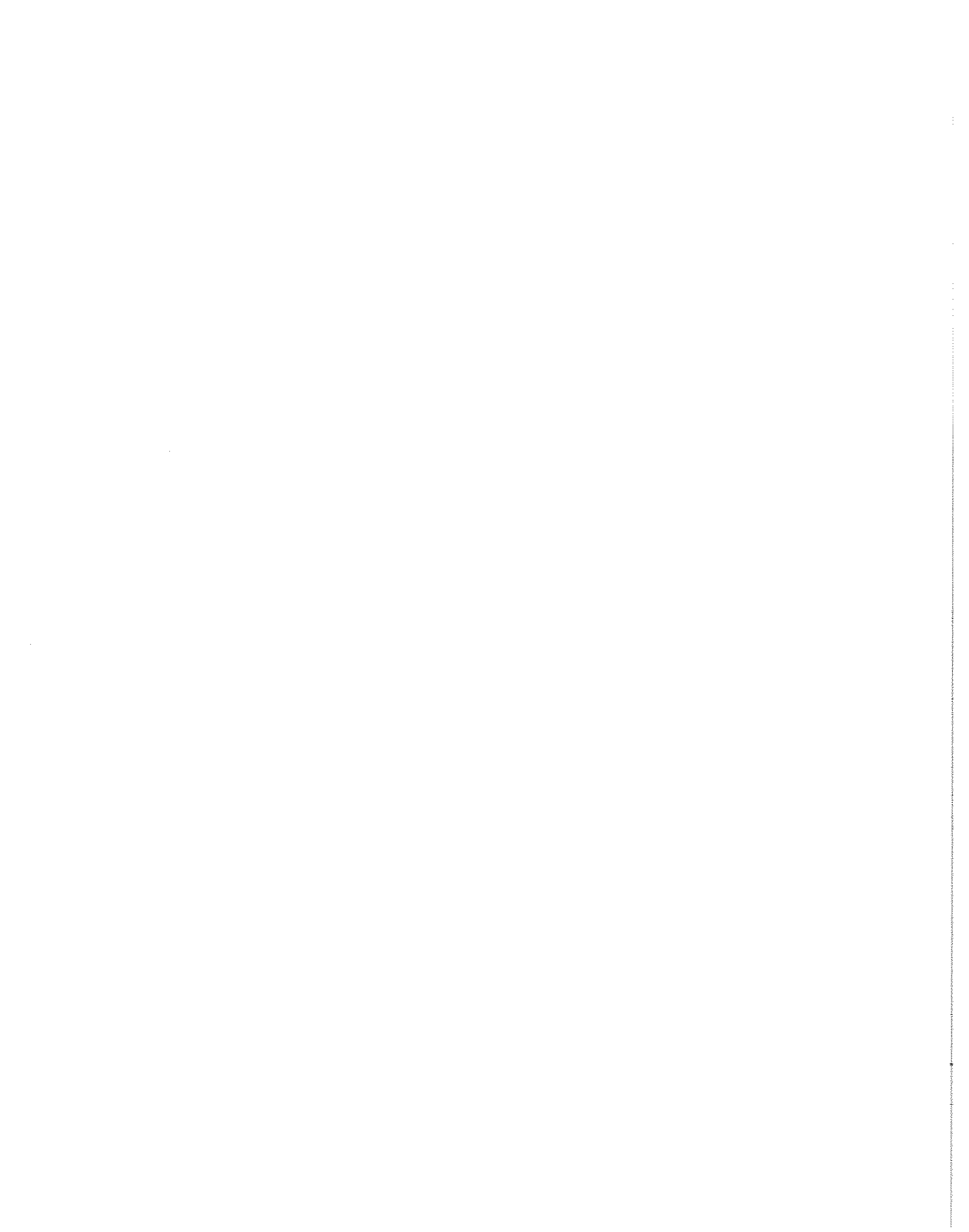
**EXTRA WORK:** JMD/EGI shall install the materials in accordance with the plans and specifications upon which this proposal is based. If any changes are desired by the Client or extra work or extra materials are necessary, JMD/EGI will submit a price in writing and not proceed with such work unless such agreed to in writing by the Client. In case the total compensation for extra work cannot be determined in advance and agreed upon, JMD/EGI shall report each day to Client, the labor and materials expended in such extra work on the previous day and this work shall be paid for upon the completion at actual cost of labor and materials, plus fifteen (15) percent overhead and ten (10) percent profit, plus the pro-rated diem charges for JMD/EGI personnel. The failure to follow the procedure described herein shall not operate as a waiver of JMD/EGI rights to receive compensation for the extra work actually performed and shall not operate to bar JMD/EGI from receiving full payment for any such work.

**LIQUIDATED DAMAGES:** JMD/EGI shall not be responsible for any liquidated damages resulting from its actions or from the actions of others unless contractually agreed upon and written as such in the contract binding JMD/EGI and the Client.

**VALIDITY:** The quoted price will remain valid for a period of 30 days. Sales taxes (if applicable) are not included in quote.

**PAYMENT TERMS:** Liner membranes are built specifically for a project and therefore it is expressly understood and agreed that once liner is fabricated (in factory or at project site), the order for the liner is non-cancelable and the Client agrees to take possession of, and make payment for, regardless of any other circumstances. JMD/EGI reserves the right to require payment for custom built materials before fabrication. Payment terms on invoices are Net thirty (30), unless agreed otherwise. All invoices not paid in accordance with invoice terms will be subject to one and a half (1½%) per month (18% annum) interest. Customer agrees to pay all costs of collection of moneys in default, including late charges. Payment terms are subject to credit approval.

**AGREEMENT:** These General Conditions shall become part of a mutually acceptable contract agreement.





**ENVIRONMENTAL GEOSYNTHETICS, INC.**  
**1991-2004 Completed Liner Installations (partial listing)**

**Owner - Ohio Valley Coal**  
**Location - Coal handling facility**  
**Powhattan Point, Ohio**  
**Descrip. - groundwater protection**  
**Area - 131,000 sq. ft**  
**Type - 30 mil PVC**  
**Date - Jan. 91**  
**Seamer - R.Halbm**

**Owner - PADOT**  
**Location - Southern Expressway**  
**Pittsburgh, PA**  
**Descrip. - Wetland protection**  
**Area - 15,000 sq. ft.**  
**Type - 40 mil HDPE**  
**Date - Feb. 91, July 91**  
**Seamer - R. Halbm**

**Owner - American Cyanamid**  
**Location - Clarksville Rd**  
**Heightstown, N.J.**  
**Descrip. - Fire pond - emergency chemical**  
**containment**  
**Area - 13,405 sq. ft.**  
**Type - 30 mil PVC**  
**Date - April 91**  
**Seamer - R.Halbm**

**Owner - GTE Products Corporation**  
**Location - Hawes St.,**  
**Towanda, PA**  
**Descrip. - Secondary containment - acid neutral.**  
**tank**  
**Area - 15,000 sq. ft.**  
**Type - 60 mil HDPE**  
**Date - June 91**  
**Seamer - R. Halbm**

**Owner - Gehl Corporation**  
**Location - RT. 419**  
**Cornwall, PA**  
**Descrip. - Fire pond**  
**Area - 87,000 sq. ft.**  
**Type - 20 mil PVC**  
**Date - June 91**  
**Seamer - R. Halbm**

**Owner - Lynchwood Lake Dam (church owned**  
**camp)**  
**Location - Rt. 611**  
**Mt. Pocono, PA**  
**Descrip. - Spillway**

**Area - 1,000 sq. ft.**  
**Type - 45 mil Hypalon**  
**Date - May 91**  
**Seamer - R. Halbm**

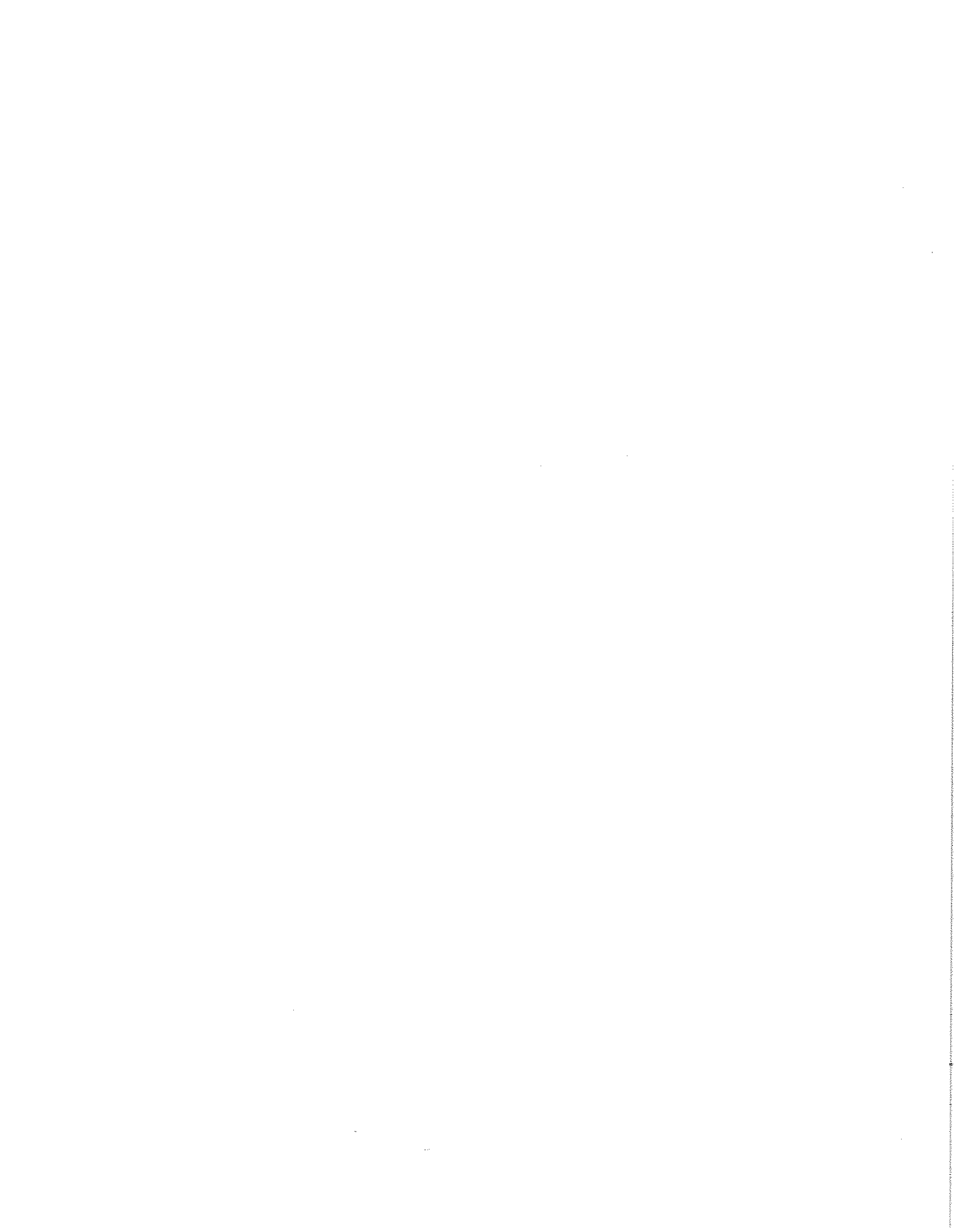
**Owner - Solanco School District**  
**Location - Quarryville, PA**  
**Descrip. - (3) waste treatment detention lagoons**  
**Area - 5000 sq. ft.**  
**Type - 40 mil PVC**  
**Date - August 91**  
**Seamer - M Ramsden**  
**QC - R. Halbm**

**Owner - American Sweetener**  
**Location - Malvern, PA**  
**Descrip. - Detention pond**  
**Area - 10,500 sq. ft.**  
**Type - 30 mil PVC**  
**Date - August 91**  
**Seamer - R. Halbm**

**Owner - Phil Waters**  
**Location - Legonaire, PA**  
**Descrip. - Potable water cistern**  
**Area - 1000 sq. ft.**  
**Type - 36 mil 8128 vinyl w/scrim**  
**Date - September 91**  
**Seamer - M. Ramsden**  
**QC - R. Halbm**

**Owner - White Tail Golf Course**  
**Location - Bath, PA**  
**Descrip. - Golf course pond**  
**Area - 18,000 sq. ft.**  
**Type - 30 mil PVC**  
**Date - September 91**  
**Seamer - R. Halbm**  
**QC - M. Ramsden**

**Owner - Wyeth Labs**  
**Location - Westchester, PA**  
**Descrip. - Underground drainage effluent**  
**containment**  
**Area - 1500 sq. ft.**  
**Type - 30 mil PVC**  
**Date - October 91**  
**Seamer - M. Ramsden**



Owner - Robert Purdom  
 Location - Stockton, N.J.  
 Descrip. - Pond Area - 17,000 sq. ft.  
 Type - 20 mil FG PVC  
 Date - October 91  
 Seamer - R. Halbom

Owner - Whitetail Golf Course  
 Location - Bath, PA  
 Descrip. - Pond  
 Area - 100,000 sq. ft.  
 Type - 30 mil PVC  
 Date - October 91  
 Seamer - R. Halbom

Owner - Cherry Hill Township  
 Location - Cherry Hill, N.J.  
 Descrip. - Detention pond  
 Area - 35,000 sq. ft.  
 Type - 40 mil HDPE, 60 mil Textured HDPE  
 Date - December 91  
 Seamer - M Ramsden  
 QC - R Halbom

Owner - Greater Lebanon Refuse Authority  
 Location - Lebanon, PA  
 Descrip. - Secondary Containment and Tank  
 Underliner  
 Area - 1500 sq. ft.  
 Type - 60 mil HDPE  
 Date - January 1992  
 Seamer - M. Ramsden  
 QC - R. Halbom

Owner - SMC Corporation  
 Location - Upper Merion Twp. PA  
 Descrip. - Water Detention Basin  
 Area - 5000 sq. ft.  
 Type - 40mil HDPE  
 Date - February 1992  
 Seamer - R. Halbom  
 QC - M. Ramsden

Owner - O'Hara  
 Location - King of Prussia, PA  
 Descrip. - Landfill cap  
 Area - 226,000 sq. ft.  
 Type - 40 mil HDPE  
 Date - April, May 1993  
 Seamer - M. Ramsden  
 QA - R. Halbom

Owner - Edward Armstrong & Sons, Inc.  
 Location - Lancaster, PA  
 Descrip. - Septage Treatment tank  
 Area - 2000 sq. ft.  
 Type - 36 mil Hypalon

Date - March 1992  
 Seamer - R. Halbom  
 QC - M. Ramsden

Owner - Lower Paxton Township  
 Location - Lower Paxton Twp. Landfill  
 Descrip. - Gconet/Geotextile underliner system  
 Area - 2000 sq. ft.  
 Type - PN 3000, 4510  
 Date - Feb. 1992  
 QC - R. Halbom

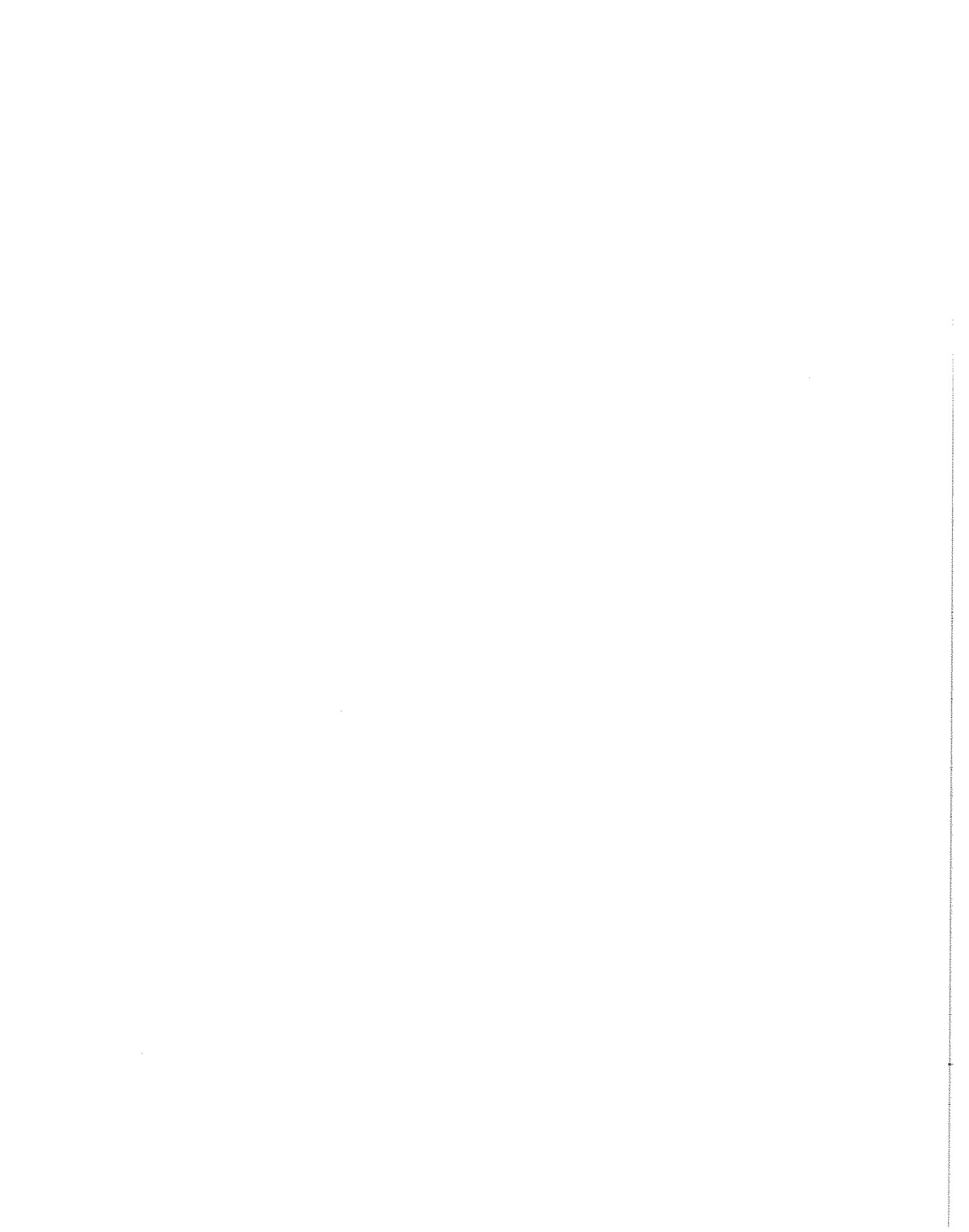
Owner - Borough of Fleetwood  
 Location - Ruscombmanor Twp., PA  
 Descrip. - Potable water tank liner  
 Area - 6500 sq. ft.  
 Type - 36 mil Hypalon  
 Date - April 1992  
 Seamer - R. Halbom  
 QC - M. Ramsden

Owner - LOU Technical Steering Committee  
 Location - King of Prussia, PA  
 Descrip. - Water Main Isolation  
 Area - 35,000 sq. ft.  
 Type - 30 mil PVC  
 Date - April 1992  
 Seamer - M. Ramsden  
 QC - R. Halbom

Owner - LOU Technical Steering Committee  
 Location - King of Prussia, PA  
 Descrip. - Landfill cap  
 Area - 200,000 sq. ft.  
 Type - Geotextile  
 Date - June 1992  
 Seamer - M. Ramsden  
 QC - R. Halbom

Owner - Glasbern, Inc.  
 Location - Fogelsville, PA  
 Descrip. - Pond  
 Area - 16,000 sq. ft.  
 Type - 20 mil fish grade PVC  
 Date - May 1992  
 Seamer - R. Halbom

Owner - United Church of Christ  
 Location - Wayne, PA  
 Descrip. - Detention Basin  
 Area - 5000 sq. ft.  
 Type - 30 mil PVC



Date - July 1992  
Seamer - R. Halbom

Owner - A.C.U.A.  
Location - Haneman Environmental Park, N.J.  
Descrip. - Landfill Cell  
Area - 795,000 sq. ft.  
Type - 60 mil HDPE / Geonet  
Date - July, August, September 1992

Owner - A.C.U.A.  
Location - Haneman Environmental Park, N.J.  
Descrip. - Landfill Cell, road, Waste treatment stabil.  
Area - 1,200,000 sq. ft.  
Type - 16 oz. geotextile, 4 oz. geotextile  
Date - June, July, August, September 1992  
QC - R. Halbom

Owner - Robeson-Wernersville Municipal Authority  
Location - Wernersville, PA  
Descrip. - WWTP Reed beds  
Area - 21,560 sq. ft.  
Type - 40 mil PVC  
Date - September 1992  
Seamer - R. Halbom  
QC - M. Ramsden

Owner - Mahanoy City Municipal Authority  
Location - Mahanoy, PA  
Descrip. - Sludge drying beds  
Area - 52,920 sq. ft.  
Type - 40 mil PVC  
Date - September 1992  
Seamer - R. Halbom  
QC - M. Ramsden

Owner - South Middleton Twp. Municipal Authority  
Location - Boiling Springs, PA  
Descrip. - WWTP Reed beds  
Area - 58,800 sq. ft.  
Type - 20 mil PVC  
Date - October 1992  
Seamer - R. Halbom  
QC - M. Ramsden

Owner - Rohm & Haas  
Location - Croydon, PA  
Descrip. - Secondary trench containment  
Area - 2000 sq. ft.  
Type - 60 mil HDPE, Geonet, Geotextile  
Date - October 1992  
Seamer - M. Ramsden  
QA - R. Halbom

Owner - Private Estate

Location - Buckingham, PA  
Descrip. - Pond Area - 17,570 sq. ft.  
Type - 20 mil PVC (fish grade)  
Date - November 1992  
Seamer - R. Halbom  
QC - M. Ramsden

Owner - GATX  
Location - Paulsboro, N.J.  
Descrip. - Oil storage tank farm - secondary cont.  
Area - 160,000 sq. ft.  
Type - Bentomat  
Date - November, December 1992  
QC - M. Ramsden

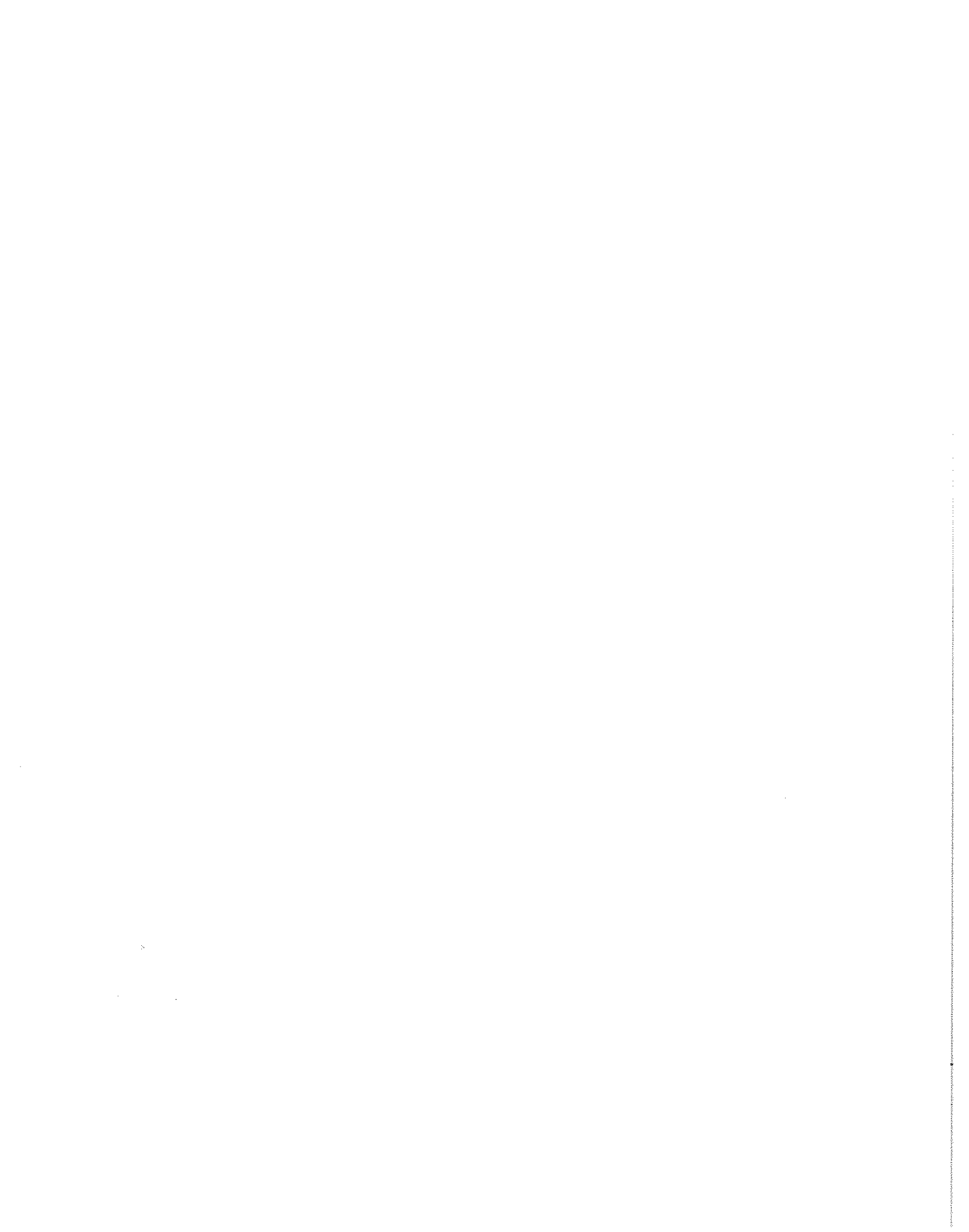
Owner - Kline's Septic Service  
Location - Lancaster, PA  
Descrip. - Septage storage tanks  
Area - 8,750 sq. ft.  
Type - 40 mil PVC  
Date - April 1993  
Seamer - R. Halbom  
QC - M. Ramsden

Owner - White Tail Golf Club  
Location - Bath, PA  
Descrip. - Golf course pond  
Area - 40,000 sq. ft.  
Type - 30 mil PVC  
Date - April 1993  
Seamer - R. Halbom

Owner - PA Fish & Boat Commission  
Location - Pleasant Mt. Fish Culture Station  
Descrip. - Fish Hatchery  
Area - 4,000 sq. ft.  
Type - 36 mil Hypalon  
Date - May 1993  
Seamer - R. Halbom  
QC - M. Ramsden

Owner - Charles Sheppard  
Location - Plymouth Meeting, PA  
Descrip. - Detention pond  
Area - 15,000 sq. ft.  
Type - 20 mil PVC  
Date - June 1993  
Seamer - M. Ramsden

Owner - Spring Mill Country Club



Location - Ivyland, PA  
 Descrip. - Golf course pond  
 Area - 8,000 sq. ft.  
 Type - 30 mil PVC  
 Date - June 1993  
 Seamer - M. Ramsden  
 QC - R. Halbom

Owner - American Cyanamid  
 Location - Princeton, N.J.  
 Descrip. - Secondary containment lagoon  
 Area - 1,000 sq ft  
 Type - 30 mil PVC  
 Date - June 1993  
 Seamer - R. Halbom

Owner - City of Bethlehem  
 Location - Bethlehem, PA  
 Descrip. - Water tank ringwall liner system  
 Area - 25,000 sq. ft.  
 Type - 30 mil MDPE  
 Date - July 1993  
 QC - M. Ramsden

Owner - Richmond School District  
 Location - Richmond, PA  
 Descrip. - (2) Detention ponds  
 Area - 50,000 sq. ft.  
 Type - 20 mil PVC  
 Date - August 1993  
 Seamer - R. Halbom  
 QC - M. Ramsden

Owner - TDE Landscaping  
 Location - Lower Saucon Twp. , PA  
 Descrip. - Pond  
 Area - 19,000 sq. ft.  
 Type - 20 mil PVC  
 Date - September 1993  
 Seamer - R. Halbom

Owner - Dorney Park  
 Location - Dorneyville, PA  
 Descrip. - Equalization tank secondary containment  
 Area - 11,000 sq. ft.  
 Type - 60 mil HDPE  
 Date - September 1993  
 Seamer - M. Ramsden  
 QC - R. Halbom

Owner - Private Estate  
 Location - Malvern, PA  
 Descrip. - Decorative Pond  
 Area - 2500 sq. ft.  
 Type - 30 mil Ultra-Tech  
 Date - October 1993  
 Seamer - R. Halbom

Owner - Nores Garage  
 Location - Lewistown, PA  
 Descrip. - Waste Oil Sump  
 Area - 150 sq. Ft.  
 Type - 60 mil HDPE  
 Date - October 1993  
 Seamer - M. Ramsden

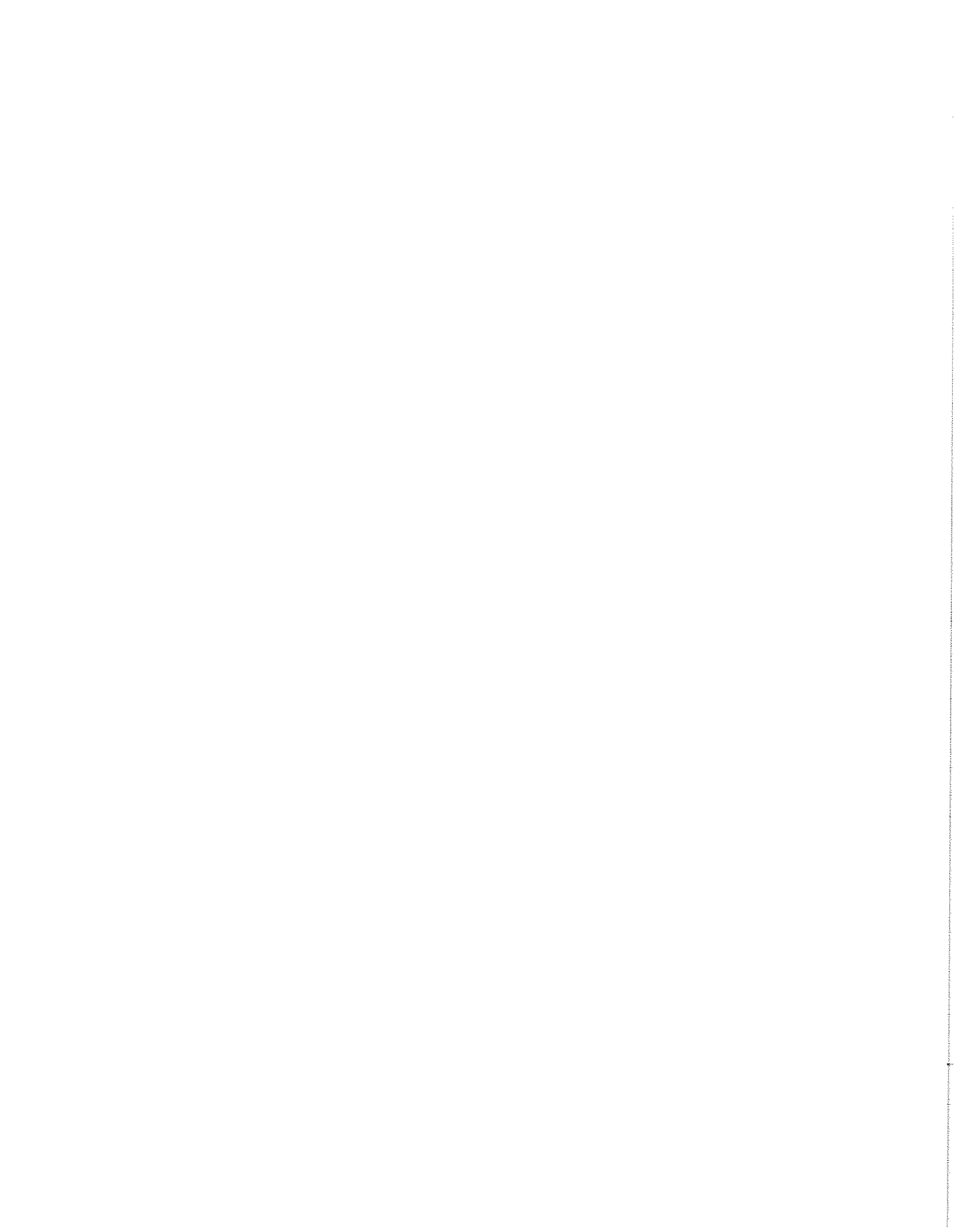
Owner - Lukens Steel  
 Location - Coatsville, PA  
 Descrip. - Sump Underliner  
 Area - 500 sq. ft.  
 Type - 60 mil HDPE  
 Date - November 1993  
 Seamer - M. Ramsden

Owner - Abington Hospital  
 Location - Abington, PA  
 Descrip. - Wastewater Holding Tank  
 Area - 770 sq. ft.  
 Type - 36 mil Hypalon  
 Date - February 1994  
 Seamer - M. Ramsden  
 QC - R. Halbom

Owner - Sun Oil Company  
 Location - Marcus Hook, PA  
 Descrip. - Chemical Tank Underliner  
 Area - 300 sq. ft.  
 Type - 80 mil HDPE  
 Date - February 1994  
 Seamer - M. Ramsden  
 QC - R. Halbom

Owner - Sun Oil Company  
 Location - Marcus Hook, PA  
 Descrip. - 4 Petroleum Storage Tank Underliners  
 Area - 13,000 sq. ft.  
 Type - 60 mil HDPE  
 Date - April 1994  
 Seamer - R. Halbom  
 QC - M. Ramsden

Owner - Andritz Bauer Sprout  
 Location - Muncy, PA  
 Descrip. - Secondary containment foundation liner  
 Area - 132,000 sq. ft.  
 Type - 30 mil PPE  
 Date - April 1994  
 Seamer - M. Ramsden  
 QA - R. Halbom





Owner - White Tail Golf Associates  
 Location - Bath, PA  
 Descrip. - 5 ponds, the "Front 9"  
 Area - 184,500 sq. ft.  
 Type - 30 mil PVC  
 Date - June 1994  
 Seamer - R. Halbom

Owner - PA DOT  
 Location - Rt 79, New Castle County PA  
 Descrip. - Wastewater Treatment Lagoons  
 Area - 8750 sq. ft.  
 Type - 30 mil PVC  
 Date - July 1994  
 Seamer - M. Ramsden  
 QC - R. Halbom

Owner - Sun Oil Company  
 Location - Marcus Hook, PA  
 Descrip. - Dike Liner  
 Area - 49,500 sq. ft.  
 Type - 40 mil HDPE, Textured  
 Date - August 1994  
 Seamer - M. Ramsden  
 QC - R. Halbom

Owner - Lehighon Water Department  
 Location - Lehighon, PA  
 Descrip. - Water tank underliner  
 Area - 2,500 sq. ft.  
 Type - EX30 Cocx  
 Date - August 1994  
 QC - M. Ramsden

Owner - Rohm & Haas  
 Location - Bristol, PA  
 Descrip. - Secondary containment - chemical tanks  
 Area - 4,125 sq. ft.  
 Type - 60 mil HDPE  
 Date - September 1994  
 Seamer - M. Ramsden  
 QC - R. Halbom

Owner - City of Trenton  
 Location - Trenton, NJ  
 Descrip. - Lining of Aqueducts  
 Area - 20,203 sq. ft.  
 Type - 36 mil Hypalon  
 Date - October 1994  
 Seamer - R. Halbom

Owner - Sun Oil  
 Location - Phila., PA  
 Descrip. - Tank liner  
 Area - 10,000 sq. ft.  
 Type - 80 mil HDPE

Date - November 1994  
 Seamer - R. Halbom  
 QC - M. Ramsden

Owner - Cheltenham Township  
 Location - Cheltenham, PA  
 Descrip. - Pond liner  
 Area - 17,312 sq.ft.  
 Type - 30 mil PPE  
 Date - November 1994  
 Seamer - M. Ramsden  
 QC - R. Halbom

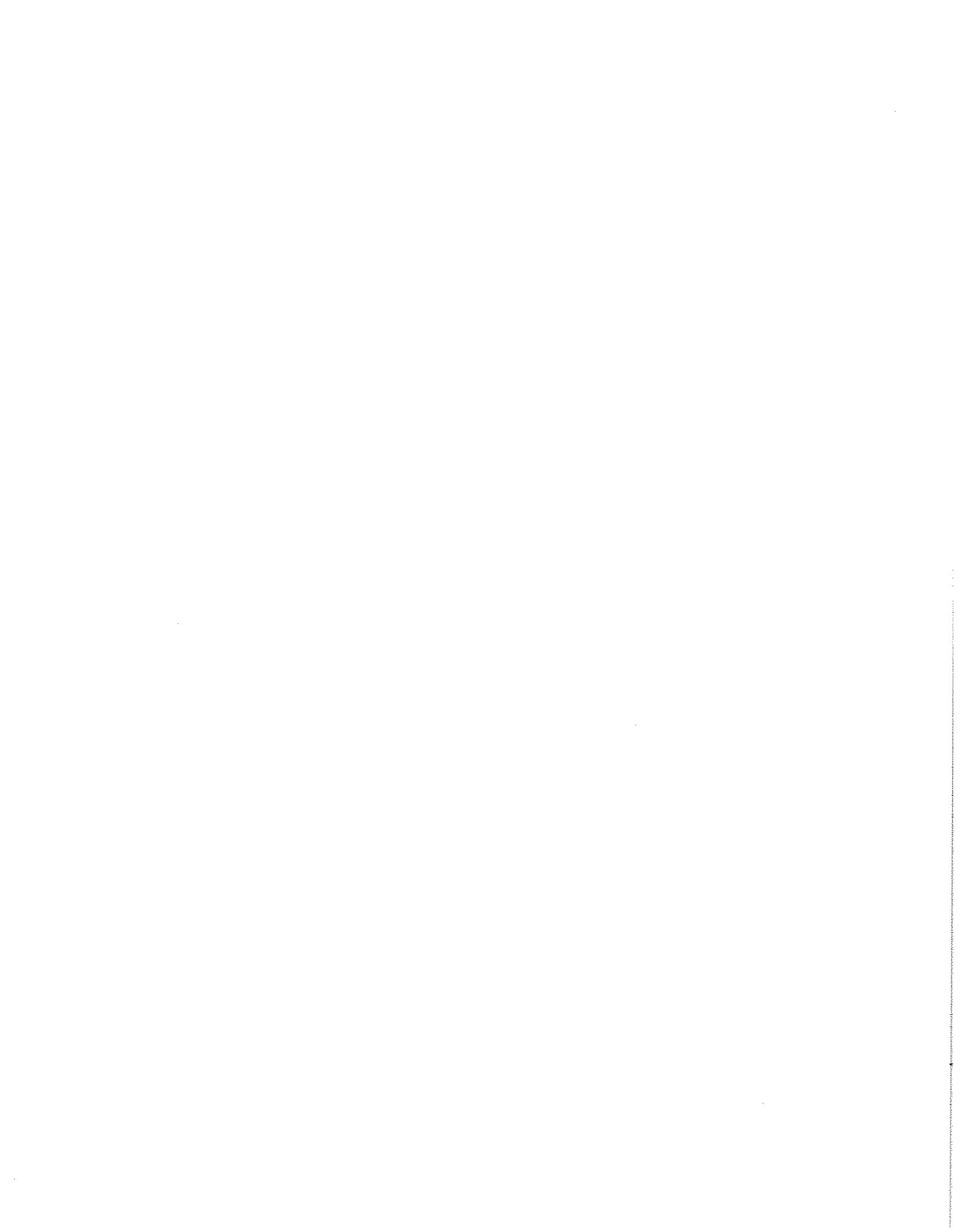
Owner - Wheelabrator  
 Location - Frackville, PA  
 Descrip. - Secondary containment - oil tank  
 Area - 5,600 sq. ft.  
 Type - 60 mil HDPE  
 Date - December 1994  
 Seamer - M. Ramsden  
 QC - R. Halbom

Owner - City of Philadelphia  
 Location - Belmont Reservoir  
 Descrip. - Reservoir Liner  
 Area - 118,000 sq. ft.  
 Type - 60 mil HDPE  
 Date - October, December 1994  
 QC - M. Ramsden

Owner - PECO  
 Location - Coatsville, PA  
 Descrip. - Foundation liner  
 Area - 35,000 sq. ft.  
 Type - 36 mil PPE  
 Date - February 1995  
 Seamer - M. Ramsden  
 QC - R. Halbom

Owner - U.S. Navy (Philadelphia Navy Base)  
 Prime Contractor - Magnum, Inc. 650 Catherine Street, Warminster, PA 18974  
 Contact - Bob Danicle Ph - 215-957-7886, contract amount \$40,203.00  
 Location - Phila., PA  
 Descrip. - Hazardous Waste Handling Facility, secondary containment  
 Area - 13350 sq. ft.  
 Type - 40 mil HDPE  
 Date - November 1997  
 Seamer - M. Ramsden  
 QC - R. Halbom

Owner - Logan Iwp. Authority - 609-467-1650  
 Joe Weber  
 Contractor - C&T Assoc. 215-721-1000  
 Tim Sherry



Location - Bridgeport, N.J.  
 Descrip. - Sewage Lagoon  
 Area - 74,840 sq. ft.  
 Type - 45 mil PPE  
 Date - Jan. 1997  
 Seamer - M. Ramsden  
 QC - B. Smith

Owner - Wood Mill Commons  
 Location - Sinking Springs, PA  
 Descrip. - Underground detention basin  
 Area - 26,320 sq. ft.  
 Type - 20 mil PVC  
 Date - March 1997  
 Seamer - M. Ramsden  
 QC - B. Smith

Owner - Ephrata Regional Authority  
 Location - Ephrata, PA  
 Contractor - Walabax Construction 2930 Clymer  
 Road, Telford, PA 18969

Jim Howard 215-721-6446 Contract  
 amount - \$8,676.00  
 Descrip. - Biofilters  
 Area - 6,500 sq. ft.  
 Type - 30 mil PVC  
 Date - June 1997  
 Seamer - M. Ramsden  
 QC - B. Smith

Owner - Modern Landfill  
 Location - York, PA  
 Descrip. - Swale liner  
 Area - 10,000 sq. ft.  
 Type - 60 mil HDPE  
 Date - May 1997  
 Seamer - R. Bunn  
 QC - B. Smith

Owner - Star Refinery  
 Location - Delaware City, Delaware  
 Descrip. - Flyash settling pond  
 Area - 550,000 sq. ft. (total 1,100,000 sq.ft.)  
 Type - one layer 36 mil Hypalon, one layer  
 45 mil Hypalon  
 Date - June 1997  
 Seamer - B. Smith, R. Halbom, M. Ramsden  
 QC - C. Calabria

Owner - University of Pennsylvania  
 Contractor - A.P. Construction,  
 Amadco 215-922-2323  
 Location - Kennett Square, PA  
 Descrip. - Treatment Lagoons  
 Area - 198,788 sq. ft.  
 Type - 36 mil PPE  
 Date - June 1997  
 Seamer - M. Ramsden

QC - B. Smith

Owner - Mitch Huber  
 Location - Willow Street, PA  
 Descrip. - Pond  
 Area - 85,000 sq. ft.  
 Type - 40 mil PPE  
 Date - July 1997  
 Seamer - M. Ramsden  
 QC - B. Smith

Owner - Inhalon  
 Location - Bethlehem, PA  
 Descrip. - Detention Basin  
 Area - 100,150 sq. ft.  
 Type - 36 mil PPE  
 Date - August 1997  
 Seamer - M. Ramsden  
 QC - R. Halbom

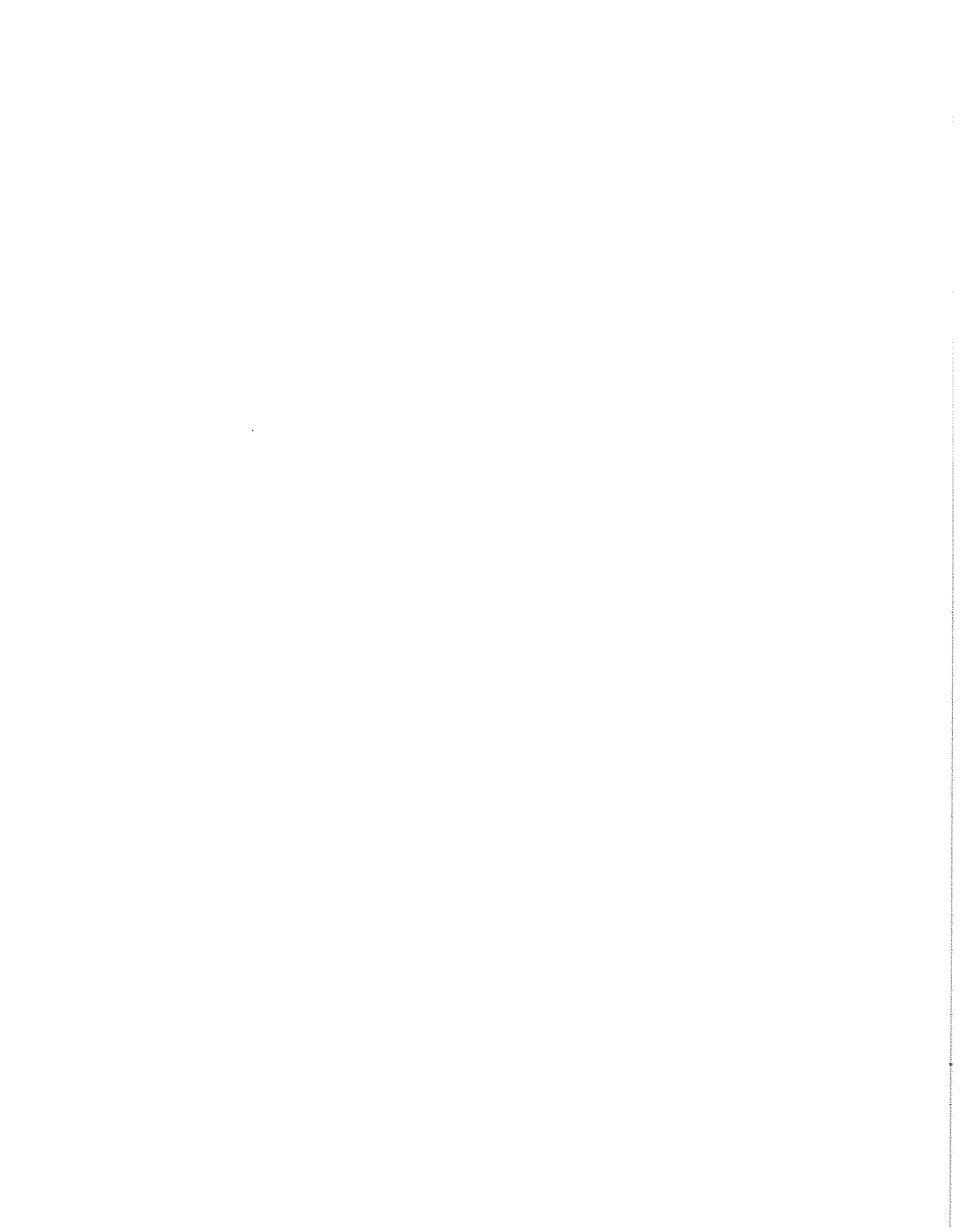
Owner - Pittsburgh International Airport  
 Location - Pittsburgh, PA  
 Descrip. - ARFF Fire training pit  
 Area - 9,110 sq. ft.  
 Type - 40 mil PPE  
 Date - Oct. 1997  
 Seamer - Matt Hinkel  
 QC - Mark Ramsden

Owner - Crompton & Knowles - Jim Ammend  
 610-582-6642

Contractor - VFI Technology - 610-  
 918-1100 Rob Roseborough  
 Location - Gibraltar, PA  
 Descrip. - Cap Impoundment  
 Area - 154,000 sq. ft.  
 Type - 45 mil PPE  
 Date - Oct. 1997  
 Seamer - B. Bunn, D. Huber  
 QC - M. Ramsden

Owner - Brock Steel (contractor Carl Belt Co.  
 \$23,900.00 contract)  
 Location - Cumberland, MD (liner installation  
 100% by EGI)  
 Descrip. - Containment system  
 Area - 26,000 sq. ft.  
 Type - 80 mi HDPE  
 Date - April 1998  
 Seamer - Matt Hinkel  
 QC - Richard Halbom

Owner - Cerragraphics  
 Location - Haekensack, NJ  
 Descrip. - Containment system  
 Area - 40,000 sq.ft.



Type - 45 mil PPE  
 Date - Jan. 1998  
 Seamer - Matt Hinkel  
 QC - Richard Halbom

Owner - Occidental Chemical  
 Contractor - Lewis Environmental, 77 Wells  
 Road, Parkerford, PA 19457  
 Steve Ohrwashel 610-495-6695

Contract amount - \$110,000.00  
 Location - Pottstown, PA  
 Descrip. - Landfill cap closure  
 Area - 240,000 sq.ft.  
 Type - 40 mil tex. PVC  
 Date - June 1998  
 Seamer - Mark Ramsden, Matt Hinkel  
 QC - Richard Halbom

Owner - Revere Superfund Site  
 Location - Revere, PA  
 Descrip. - Landfill cap  
 Area - 377,000 sq. ft.  
 Type - 40 mil PVC  
 Date - July 1998  
 Seamer - Mark Ramsden/Matt Hinkel  
 QC - Solmax

Owner - Specialty Mineral  
 Contr. - Lehigh Valley Site Contractors, 5143  
 Lower Mud Run Rd., Easton, PA  
 Royce Kark 610-515-9000 Contract  
 amount - \$50,100.00  
 Location - Easton, PA (engineer - ERM)  
 Descrip. - Sludge impoundment  
 Area - 27,000 sq. ft.  
 Type - 40 mil HDPE  
 Date - August 1998  
 Seamer - Matt Hinkel  
 QC - Mark Ramsden

Owner - Pleasant Valley School District (GC-  
 EGI, Engineer - Geosource)  
 Location - Brodheadsville, PA (\$14,324.00  
 contract)  
 Descrip. - Storage Lagoon  
 Area - 18,000 sq. ft.  
 Type - 60 mil HDPE  
 Date - Sept. 1998  
 Seamer - Matt Hinkel  
 QC - Mark Ramsden

Owner - Rohm & Haas  
 Location - Bristol, PA  
 Descrip. - Tank farm containment  
 Area - 16,650 sq.ft.  
 Type - 60 mil HDPE  
 Date - January 1999  
 Seamer - Matt Hinkel

QC - Mark Ramsden

Owner - Cypress Emerald  
 Location - Waynesburg, PA  
 Descrip. - Storage Lagoon - pond  
 Area - 92,000 sq. ft.  
 Type - 30 mil PPE  
 Date - Jan. 1999  
 Seamer - Matt Hinkel  
 QC - Bill Burns

Owner - I.H.S.  
 Contractor - Ruppert Environmental  
 301-924-7828 Jeff Schwartz  
 Location - Sparks, Maryland  
 Descrip. - Pond  
 Area - 47,635 sq. ft.  
 Type - 36 mil PPE  
 Date - March 1999  
 Seamer - Matt Hinkel  
 QC - Mark Ramsden

Owner - Riverfront Development  
 Location - Wilmington, DE  
 Descrip. - Bioswales  
 Area - 136,000 sq. ft.  
 Type - 40 mil PPE  
 Date - April 1999  
 Seamer - Matt Hinkel  
 QC - Mark Ramsden

Owner - Bally's A.C.C.C.  
 Location - Atlantic City, N.J.  
 Descrip. - Golf course irrigation pond  
 Area - 73,000 sq. ft.  
 Type - 30 mil PVC  
 Date - May 1999  
 Seamer - Matt Hinkel, Darrell Huber  
 QC - Mark Ramsden

Owner - ACME (building 264)  
 Contractor - Handwerks Contractor, 2052 Lucon  
 Rd., Skippack, PA 19479  
 Ken Kibbichouse 610-495-6695  
 Contract amount \$30,059.00  
 Location - Denver, PA  
 Descrip. - Detention pond  
 Area - 104,000 sq. ft.  
 Type - 40 mil HDPE (tex.  
 Date - June 1999  
 Seamer - Matt Hinkel, Darrell Huber  
 QC - Mark Ramsden

Owner - Lakeside Development  
 Location - Middletown, DE  
 Descrip. - Detention pond  
 Area - 58,600 sq. ft.  
 Type - 20 mil PVC



Date - July 1999  
 Scamer - Matt Hinkel, Darrell Huber  
 QC - Richard Halbom

Owner - Pittsburgh International Airport  
 Contractor - JMD 5401 Progress Blvd., Bethel  
 Park, PA 15102

Denny Long 412-833-7100 Contract  
 amount - \$10,670.00

Location - Coraopolis, PA  
 Descrip. - Fueling pad  
 Area - 24,000 sq. ft.  
 Type - 40 mil HDPE  
 Date - August 1999  
 Scamer - Matt Hinkel  
 QC - Mark Ramsden

Owner - Merck & Co.  
 Location - West Point, PA  
 Contractor - Madison Construction, 130 Quaker  
 Lane, Malvern, PA 19355

Mr. Aldo Turzo 610-695-8800 Contract  
 amount - \$47,560.00

Descrip. - Fuel tank & unloading platform  
 secondary containment  
 Area - 51,560 sq. ft.  
 Type - 40 mil HDPE  
 Date - Sept. 1999  
 Scamer - Matt Hinkel, Darrell Huber  
 QC - Mark Ramsden

Owner - Fairfield Place  
 Location - Exton, PA  
 Descrip. - Detention pond  
 Area - 20,000 sq. ft.  
 Type - 40 mil PVC  
 Date - Oct. 1999  
 Scamer - Matt Hinkel, Darrell Huber

Owner - Penn State (Thun Library) Berks  
 campus

Location - Sinking Springs, PA  
 Descrip. - Pond  
 Area - 30,000 sq. ft.  
 Type - Bentofix GCL  
 Date - Nov. 1999  
 Scamer - Matt Hinkel, Darrell Huber  
 QC - Rick Halbom

Owner - Cumberland Cypress  
 Location - Waynesburg, PA  
 Descrip. - Tailings Pond  
 Area - 88,000 sq. ft.  
 Type - 30 mil PPE  
 Date - Nov. 1999  
 Scamer - Matt Hinkel, Darrell Huber  
 QC - Bill Burns

Owner - Walmart  
 Location - Trexlertown, PA  
 Descrip. - Detention ponds, channels  
 Area - 287,000 sq. ft.  
 Type - 20 mil PPE  
 Date - Jan. 2000 - July 2000  
 Scamer - D. Huber, R. Griffin  
 QC - R. Halbom

Owner - Leetsdale Industrial Park  
 Location - Leetsdale, PA  
 Descrip. - Stock pile containment area  
 Area - 88,000 sq. ft.  
 Type - 20 mil PPE  
 Date - Feb. 2000  
 Scamer - R. Griffin, Darrell Huber  
 QC - R. Halbom

Owner - Tattersall Lane (Developer)  
 Location - Upper Merion, PA  
 Descrip. - Detention ponds  
 Area - 10,000 sq. ft.  
 Type - 40 mil PVC  
 Date - March 2000  
 Scamer - D. Huber, R. Griffin  
 QC - R. Halbom

Owner - Franko Park - Salisbury Twp.  
 Contactor - RGC Group, 610-837-3900  
 Robert Ciccone  
 Location - Salisbury, PA  
 Descrip. - Pond  
 Area - 33,068 sq. ft.  
 Type - 45 mil PPE  
 Date - April 2000  
 Scamer - R. Griffin, C. Whiting  
 QC - M. Ramsden

Owner - PADOT  
 Location - SR286, Rayne Twp., PA  
 Descrip. - Membrane cap  
 Area - 15,000 sq. ft.  
 Type - 100 mil HDPE  
 Date - April 2000  
 Scamer - D. Huber, R. Griffin  
 QC - R. Halbom

Owner - Target Stores  
 Location - King of Prussia, PA  
 Descrip. - Membrane barrier/ gas barrier  
 Area - 155,105 sq. ft.  
 Type - 20 mil PVC  
 Date - May 2000  
 Scamer - D. Huber, C. Matthews





QC - R. Halbom

Owner - Target Stores  
 Location - King of Prussia, PA  
 Descrip. - Vapor barrier (rear of store)  
 Area - 48,400 sq. ft.  
 Type - 20 mil HDPE  
 Date - May 2000  
 Seamer - D. Huber, C. Matthews  
 QC - R. Halbom

Owner - Longview Estates  
 Location - Sinking Springs, PA  
 Descrip. - Detention pond  
 Area - 136,00 sq. ft.  
 Type - 36 mil PPE  
 Date - June 2000  
 Seamer - R. Griffin, C. Whiting  
 QC - M. Ramsden

Owner - Transit America - Contractor -  
 George E. Ley Co., 610-942-3809 Sumner Cross  
 Location - Philadelphia, PA  
 Descrip. - Golf Course ponds  
 Area - 281,000 sq. ft.  
 Type - 20 mil PPE  
 Date - July 2000 - Nov. 2000  
 Seamer - M. Ramsden, D. Huber  
 QC - R. Halbom

Owner - Ben XL Co.  
 Location - King of Prussia, PA  
 Descrip. - Detention pond  
 Area - 13,000 sq. ft.  
 Type - 40 mil PVC  
 Date - Aug. 2000  
 Seamer - D. Huber, C. Matthews  
 QC - M. Ramsden

Owner - 711 Associates  
 Location - King of Prussia, PA  
 Descrip. - Detention pond  
 Area - 18,500 sq. ft.  
 Type - 40 mil PVC  
 Date - Sept. 2000  
 Seamer - D. Huber, D. Nesslerode  
 QC - M. Ramsden

Owner - Harding Landfill (IT Corp.)  
 Location - Basking Ridge, PA  
 Descrip. - Landfill Cap  
 Area - 46,486 sq. ft.  
 Type - 40 mil VFPE  
 Date - Sept. 2000  
 Seamer - D. Huber, D. Nesslerode  
 QC - R. Halbom

Owner - Metzger Field, Lafayette College

Location - Easton, PA  
 Descrip. - Detention pond  
 Area - 21,300 sq. ft.  
 Type - 20 mil PVC  
 Date - Oct. 2000  
 Seamer - D. Huber, D. Nesslerode  
 QC - M. Ramsden

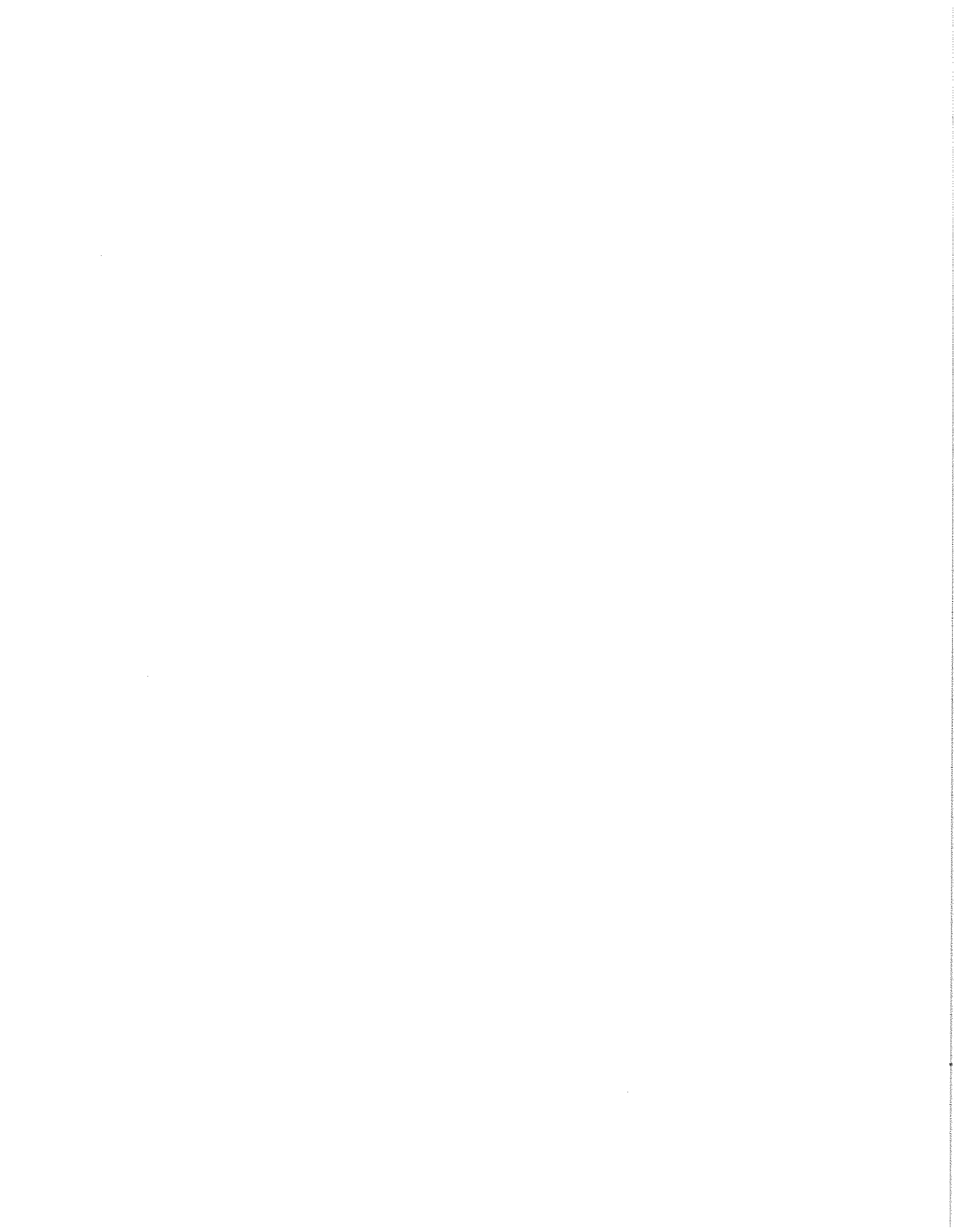
Owner - Sun Oil  
 Location - Sinking Springs, PA  
 Descrip. - Ring wall liner  
 Area - 34,000 sq. ft.  
 Type - 60 mil HDPE  
 Date - Nov. 2000  
 Seamer - D. Huber, D. Nesslerode  
 QC - R. Halbom

Owner - South Monmouth WWTP  
 Location - Wall Twp. N.J.  
 Descrip. - Leveling Pond Liner  
 Area - 181,000 sq. ft.  
 Type - 45 mil PPE  
 Date - April 2001  
 Seamer - Mark Ramsden, Tim Spears, Darrel  
 Huber  
 QC - D. Nesslerode

Owner - Graterford Correctional Prison  
 Location - Graterford, PA  
 Descrip. - Coal Tailings Pond  
 Area - 14,000 sq. ft.  
 Type - 45 mil PPE  
 Date - Aug. 2001  
 Seamer - D. Huber, M. Ramsden  
 QC - R. Halbom

Owner - Crompton & Knowles  
 Location - Gibraltar, PA0  
 Descrip. - Floating cover  
 Area - 52,000 sq. ft.  
 Type - 36 mil PPE  
 Date - Oct. 2001  
 Seamer - D. Huber, G. Carson  
 QC - M. Ramsden

Owner - Island Green CC  
 Location - Phila, PA  
 Descrip. - Pond liner  
 Area - 30,000 sq. ft.  
 Type - 20 mil PPE  
 Date - Aug. 2001  
 Seamer - D. Huber, D. Nesslerode



**QC - R. Halbom**

**Owner - Concwago Constructors**  
**Location - Hanover Twp., PA**  
**Descrip. - Detention Basin**  
**Area - 121,000 sq. ft.**  
**Type - 20 mil PVC**  
**Date - July 2001**  
**Seamer - D. Huber, M. Ramsden**  
**QC - R. Halbom**

**Owner - Deluca Homes**  
**Location - Bethlehem, PA**  
**Descrip. - Detention Basins**  
**Area - 100,620 sq. ft.**  
**Type - 30 mil PVC**  
**Date - Aug. 2001**  
**Seamer - D. Huber, G. Carson**  
**QC - M. Ramsden**

**Owner - Neville Chemical**  
**Location - Pittsburgh, PA**  
**Descrip. - Secondary containment - Tank farm**  
**Area - 105,000 sq. ft.**  
**Type - 60 mil HDPE**  
**Date - Aug. 2001**  
**Seamer - Darrel Huber, D. Nesslerode**  
**QC - Ray Scott**

**Owner - Trumbauersville WWTP**  
**Location - Trumbauersville, PA**  
**Descrip. - Equalization Lagoon**  
**Area - 31,000 sq. ft.**  
**Type - 45 mil PPE**  
**Date - Oct. 2001**  
**Seamer - D. Huber, G. Carson**  
**QC - M. Ramsden**

**Owner - Central Carbon County Municipal Authority**  
**Location - Lchighton, PA**  
**Descrip. - Reed bed liners**  
**Area - 65,000 sq. ft.**  
**Type - 40 mil PVC**  
**Date - Oct. 2001**  
**Seamer - Darrel Huber, D. Nesslerode**  
**QC - Ray Scott**

**Owner - U.S. Navy**  
**Location - Naval Business Center, Phila. PA**  
**Descrip. - Casting Pit Liner systems**  
**Area - 6,000 sq. ft.**  
**Type - 60 mil HPDE**  
**Date - Jan. 2002**  
**Seamer - M. Ramsden**  
**QC - R. Halbom**

**Owner - PADOT**  
**Location - SR 202 sect. 404, King of Prussia, PA**  
**Descrip. - Detention Basins**  
**Area - 215,000 sq. ft.**  
**Type - 40 mil HDPE Tex.**  
**Date - March 2002**  
**Seamer - D. Huber, C. Matthews**  
**QC - R. Halbom**

**Owner - U.S. Air Force**  
**Location - McGuire Air Force Base, N.J.**  
**Descrip. - Fire Pond Liner**  
**Area - 20,000 sq. ft.**  
**Type - 60 mil HDPE**  
**Date - April 2002**  
**Seamer - D. Huber, R. Griffin, C. Matthews**  
**QC - R. Halbom**

**Owner - South Monmouth Regional Sewerage Authority**  
**Location - Belmar, N.J.**  
**Descrip. - Lagoon**  
**Area - 208,000 sq. ft.**  
**Type - 45 mil PPE**  
**Date - May, June 2002**  
**Seamer - D. Huber, C. Matthews**  
**QC - M. Ramsden**

**Owner - Glaxo Smith-Kline**  
**Location - Conshohocken, PA**  
**Descrip. - 60 mil HDPE**  
**Area - 11,000 sq. ft.**  
**Type - Methane migration trench system**  
**Date - May 2002**  
**Seamer - D. Huber**  
**QC - M. Ramsden**

**Owner - Franklin Farms**  
**Location - Franklin, CT**  
**Descrip. - two mushroom sludge lagoons**  
**Area - 40,000 sq. ft.**  
**Type - 45 mil PPE**  
**Date - July 2002**  
**Seamer - D. Huber, C. Matthews**  
**QC - M. Ramsden**

**Owner - Sensient Technical Colors**  
**Location - Gibraltar, PA**  
**Descrip. - Lagoon closure cap**  
**Area - 40,000 sq. ft.**  
**Type - 45 mil PPE**  
**Date - Jan. 2003**  
**Seamer - D. Huber, C. Matthews**



**QC - M. Ramsden**

**Owner - Gary Strausser Homebuilder**  
**Location - Riverview Golf Course, Easton, PA**  
**Descrip. - Three golf course ponds**  
**Area - 280,000 sq. ft.**  
**Type - 30 mil PVC**  
**Date - May 2003 - October 2003**  
**Seamer - D. Huber, C. Matthews**  
**QC - T. Armbuster**

**Owner - PADOT**  
**Location - Rt. 202, King of Prussia, PA**  
**Descrip. - Detention basins, swales Rt 202 sect. 404**  
**Area - 250,000 sq. ft.**  
**Type - 40 mil HDPE text.**  
**Date - July 2003**  
**Seamer - D. Nesslerode, D. Huber, C. Matthews, M. Ramsden**  
**QC - R. Halbom**

**Owner - Monocacy Farms**  
**Location - Hanover Twp, PA**  
**Descrip. - Detention basin**  
**Area - 180,000 sq. ft.**  
**Type - 30 mil PVC**  
**Date - Aug. 2003**  
**Seamer - D. Huber, T. Armbuster, N. Armbuster**  
**QC - C. Matthews**

**Owner - Shamokin Twp., PA**  
**Location - Shamokin Dam, PA**  
**Descrip. - Concrete Reservoir tanks**  
**Area - 40,000 sq. ft.**  
**Type - 45 mil PPE reinf. Potable**  
**Date - July 2003**  
**Seamers - D. Huber, C. Matthews, T. Armbuster, N. Armbuster**  
**QC - M. Ramsden**

**Owner - Pennsburg Twp.**  
**Location - Pennsburg, PA**  
**Descrip. - Macoby WWIP Wastewater lagoons**  
**Area - 10,000 sq. ft.**  
**Type - 45 mil Hypalon**  
**Date - January 2004**  
**Seamers - D. Huber, C. Matthews**  
**QC - R. Halbom**

**Owner - Town of Middletown**

**Location - Middletown Delaware**  
**Descrip - Reservoir tank**  
**Area - 20,000 sq. ft.**  
**Type - 45 mil PPE reinf. Potable**  
**Date - May 2004**  
**Seamers - D. Huber, N. Armbuster, C. Matthews, T. Armbuster, D. Nesslerode**  
**QC - M. Ramsden**

**Owner - Village of Farmington**  
**Location - Macungie, PA**  
**Descrip. - Detention basins / Decorative Ponds**  
**Area - 280,000 sq. ft.**  
**Type - 20 mil PVC**  
**Date - Aug. - Sept. 2004**  
**Seamers - D. Huber, C. Matthews, B. Colasante, N. Armbuster**  
**QC - T. Armbuster**

**Owner - Premcor Refinery**  
**Location - Delaware City, Delaware**  
**Descrip. - secondary containment for chemical tanks**  
**Area - 15,000 sq. ft.**  
**Type - 60 mil HDPE**  
**Date - October 2004**  
**Seamers - D. Huber, C. Matthews, N. Armbuster**  
**QC - R. Halbom**

**Owner - K.&J. Coal**  
**Location - Chest Twp., PA**  
**Descrip. - Acid mine water treatment system**  
**Area - 80,000 sq. ft.**  
**Type - 40 mil MDPE (Raven)**  
**Date - Oct., Nov. 2004**  
**Seamers - D. Huber, C. Matthews, N. Armbuster, B. Colasante, T. Armbuster**  
**QC - M. Ramsden**

**Owner - Moravian Village**  
**Location - Bethlehem, PA**  
**Descrip. - Detention basin**  
**Area - 20,000 sq. ft.**  
**Type - 20 mil PVC**  
**Date - Nov. 2004**  
**Seamers - D. Huber, C. Matthews**  
**QC - T. Armbuster**



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Midway Reclamation, LLC.  
of West Milford, WV, as Principal, and United States Surety Company  
of Timonium, MD, a corporation organized and existing under the laws of the State of  
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
DEP13575 - Stewartown Coal Corp. - According to Plans & Specifications

NOW THEREFORE,

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

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

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

24th day of May, 2007

Principal Corporate Seal

Midway Reclamation, LLC.  
(Name of Principal)

By: Nancy Somers  
(Must be President or  
Vice President)

OWNER  
(Title)

Surety Corporate Seal

United States Surety Company  
(Name of Surety)

By: Gregory T. Gordon  
Gregory T. Gordon, WV Resident Agent Attorney-in-Fact





# UNITED STATES SURETY COMPANY

## Power of Attorney Number

### 57614


KNOWN ALL MEN BY THESE PRESENTS: That United States Surety Company (the "Company"), a corporation organized and existing under the laws of the State of Maryland does hereby constitute and appoint: **Patricia Ann Fincke, Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Tammy M. Lloyd**

of the City of Charleston, State of West Virginia, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof of the Company in its business of providing suretyship; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, subject to the following limitations:

**No single bond shall obligate the Company in excess of the sum of Three Million Dollars (\$3,000,000).**

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of United States Surety Company on the 29<sup>th</sup> day of July, 1996

IN WITNESS WHEREOF, United States Surety Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 19th day of July 2005

  
Richard E. Klein, President

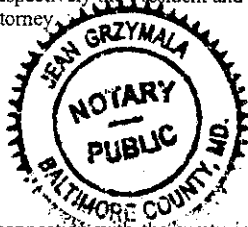
  
Carol T. Nevin, Assistant Secretary



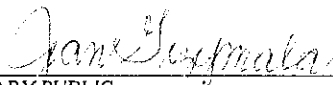
STATE OF MARYLAND  
BALTIMORE COUNTY

SS:

On this 19th day of July, A. D. 2005, before me personally came Richard E. Klein, President of the United States Surety Company, and Carol T. Nevin, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Richard E. Klein and Carol T. Nevin were respectively the President and Assistant Secretary of the United States Surety Company, the corporation described in and which executed the foregoing Power of Attorney.



(Signed)

  
NOTARY PUBLIC  
My Commission expires the 1<sup>st</sup> day in December 2008

RESOLVED, that in connection with the surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to any Power of Attorney issued in accordance with these resolutions ("Powers of Attorney"). All Powers of Attorney for and on behalf of the Company shall be executed in the name and on behalf of the Company, either by the Chair, the President, a Vice President jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signatures of such officers and the seal of the Company may be also be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof. Subject to any limitations set forth therein and unless such Power of Attorney is subsequently revoked, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such Power of Attorney so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED that Attorney(s)-in-Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them and unless subsequently revoked, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by the Company's Chair, the President, a Vice President, and sealed and attested to by the Corporate Secretary or an Assistant Secretary.

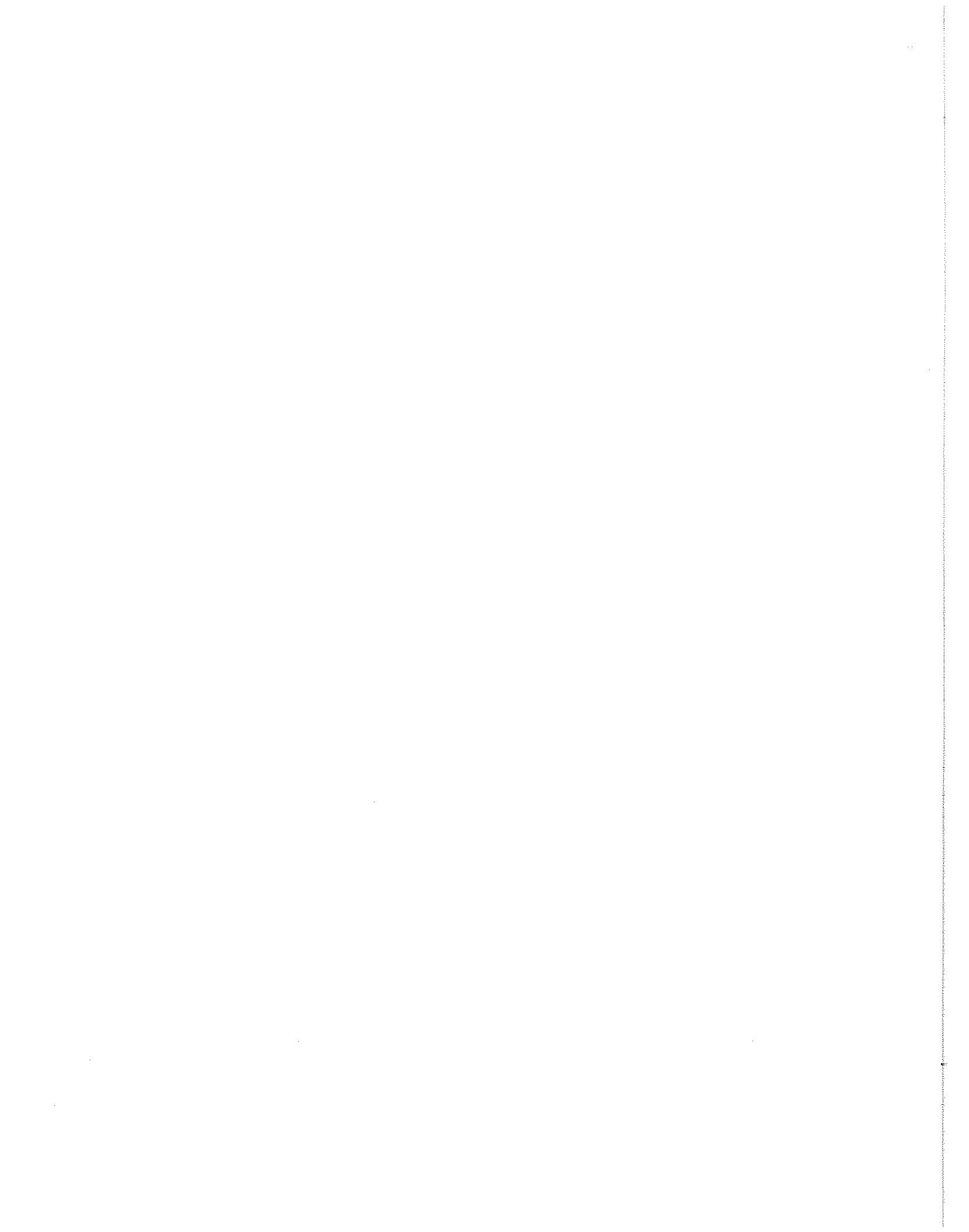
I, Carol T. Nevin, Assistant Secretary of United States Surety Company, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on the 29<sup>th</sup> day of July, 1996 and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of United States Surety Company do hereby certify that the foregoing Power of Attorney is in full force and affect and has not been revoked.

In testimony whereof, I have hereunto set my hand and the seal of United States Surety Company on this 24<sup>th</sup> day of May, 2007



  
Carol T. Nevin, Assistant Secretary





(304) 329-1056 ▪ 301 Maple Lane ▪ Kingwood, West Virginia 26537

May 18, 2007

Midway Reclamation LLC  
Attn: Nancy Somers  
P. O. Box 308  
West Milford, WV 26451

**QUOTE**

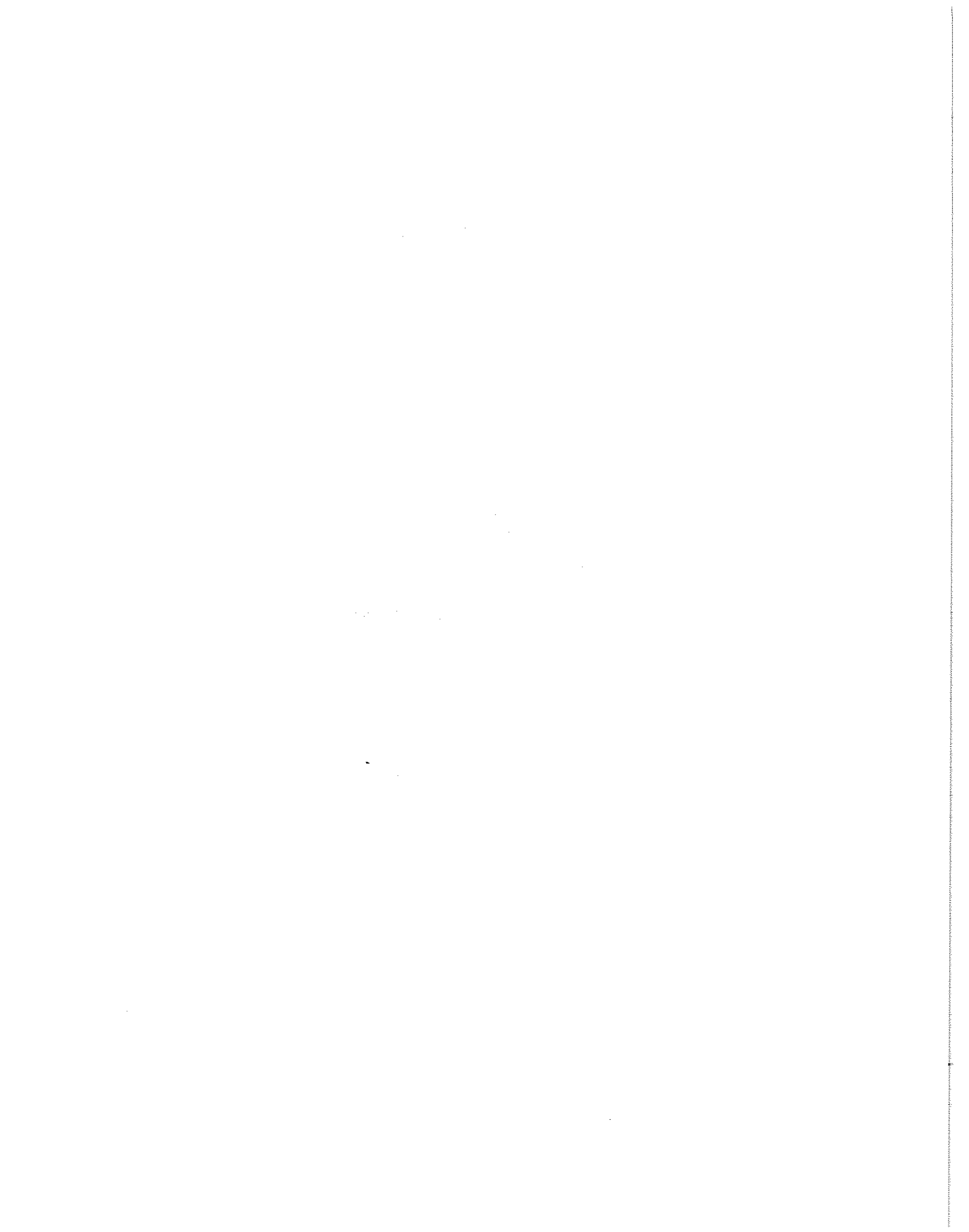
**Stewartown Coal Corporation  
Permit No. S-67-78  
DEP13575**

Item No. 23.0 Dosing Unit and Silo Model: MSS-SM-OA-20	\$ 91,046.00
Initial Filling of CaO Lime	<u>\$ 4,200.00</u>
TOTAL	\$ 95,246.00

If you have any questions or need more information, please give me a call.

Thank You,

  
Mike Jenkins, President



**A F F I D A V I T**

1173

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

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

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

**EXCEPTION:**

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

**LICENSING:**

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

**CONFIDENTIALITY:**

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

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

Vendor's Name: MIDWAY RECLAMATION LLC

Authorized Signature: Nancy Somers Date: 5-24-07

