



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

# Solicitation

NUMBER
DEP16304

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

William Excavating LLC  
8801 CR22A  
Bloomington, OH 43910

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

DATE PRINTED
12/02/2013

BID OPENING DATE: 12/12/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO:						
1) EXTEND THE BID OPENING DATE AND TIME.						
2) PROVIDE THE REVISED SCOPE OF WORK, SPECIFICATIONS, AND DRAWINGS WHICH ARE ALSO AVAILABLE UPON REQUEST BY CONTACTING DIANNA WRIGHT AT 304-457-4588 OR 304-457-3219.						
3) PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET						
***** END ADDENDUM NO. 2						

WV PURCHASING  
DIVISION

2013 DEC 12 PM 12:38

RECEIVED

TOTAL :

\$ 990,115.<sup>80</sup>

SIGNATURE	TITLE	FEIN	TELEPHONE	DATE
	PRESIDENT	01-6830020	(740) 937-2077	12 DEC 13

ADDRESS CHANGES TO BE NOTED ABOVE

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



(304) 558-3970

## FAX COVER SHEET

TO: DEPARTMENT OF ADMINISTRATION, Purchasing Division  
% FRANK WHITTAKER

FROM: Williams Excavating LLC

WW PURCHASING  
DIVISION

2013 DEC 12 PM 12:38

RECEIVED

# OF PAGES: 37 (incl. cover sheet)

COMMENTS: DEP 16304 ADDENDUM NO. 1 & NO. 2

PLEASE ADD TO OUR EXISTING BID FOR

THE HALLELUJAH MINING PROJECT. OUR ORIGINAL  
BID PRICE DOES NOT CHANGE AS A RESULT OF  
THIS ADDENDUM. THANK YOU VERY MUCH.

Property of: Williams Excavating, LLC.

8801 CR22A

Bloomington, OH 43910

740-937-2077 (Office)

740-937-2022 (Fax)

RESPECTFULLY,

TRAVIS TIPTON

PROJECT ENGINEER

(330) 268-8323

SOLICITATION NUMBER: DEP16304

Addendum Number: 02

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☒ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

Bid opening date and time is extended to: 12/12/2013 at 1:30 PM.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## ATTACHMENT A



Addendum – Questions asked during and after Pre-Bid Conference  
 Clarifications/Corrections to Bid Schedule, Scope of Work, Specifications and Drawings  
 DEP16304  
 HALLELUJAH MINING 40-81

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

DISCUSSION AT THE TAILGATE OF THE TRUCK

1. Q: How many Ponds are to be eliminated?  
 A: Three (Existing Ponds B, C, D)

DISCUSSION IN THE AREA SOUTH OF EXISTING POND B

2. Q: Will this level be dropped about ten (10) feet?  
 A: Yes, we will be dropping this level approximately ten (10') feet. The cross-sections are at approximate locations and show approximate yardages.
3. Q: Is there an elevation for the relocated AquaFix system?  
 A: Yes, it is indicated on the drawings.

DISCUSSION IN THE AREA OF PROPOSED UNDERDRAIN 2

4. Q: Is the location where the New Haul Road/Access Road 1 ties into County Route 7/10 going to be the main access for lime delivery?  
 A: Yes. Lime delivery may be achieved using either the upper or lower gates for entry and/or exit.

DISCUSSION AT THE TAILGATE OF THE TRUCK

5. Q: Why was the test pits excavated?  
 A: The test pits were excavated in order for prospective bidders to see what type of material that they may encounter. WVDEP makes no guarantee as to what types of material may be encountered throughout site.
6. Q: How much cut will be required?  
 A: Approximate cut/fill areas/volumes are shown on the drawings. No additional payment shall be made to Contractor if actual yardage moved differs from quantities shown.

DISCUSSION NEAR PROPOSED SPOIL DISPOSAL AREA 2

7. Q: Is this the location where any logs larger than eight (8) inches diameter are to be placed?

A: See the revised specifications.

8. Q: Instead of using a pipe extension on the bottom of the silo to lower the silo two (2) feet, are the roof and legs to be cut off?

A: See the revised specifications.

CLARIFICATION: Proposed Disposal Area 1 will be filled to capacity before utilizing Spoil Disposal Area 2. The road adjacent to Spoil Disposal Area 2 must be eliminated and regraded to sheet flow even if Spoil Disposal Area 1 does not reach capacity.

CLARIFICATION: Construction of the proposed treatment area is within an easement area from the landowner. All work in the proposed treatment area shall take place inside the marked surveyed boundaries. The contractor who is awarded the contract will receive a copy of the survey plat, legal description and easement agreement at the pre-construction meeting.

CORRECTIONS/CLARIFICATIONS TO RFO NOT DISCUSSED AT PRE-BID

REVISED SCOPE OF WORK: The following Scope of Work numbers have been revised: 1, 2, 10, 43, 46, 50, 56, 57, and 59. Revised Scope numbers have the designation "R" such as 1. R-.

REVISED SPECIFICATIONS: The following specifications have been revised: 1.0, 3.0, 6.0, 18.0, 19.0, 21.0, 21.3, 24.0, and 25.1. Revised specifications have the designation "R" such as 1.0 - R.

REVISED DRAWINGS: The following drawing sheets have been revised: 7, 8, 11 and 14. Revised drawing sheets have the designation "R" such as 7-R.

The Revised Scope of Work, Specifications, and Drawings on CD may be obtained by request from WVDEP – Special Reclamation-Philippi Office from Dianna Wright 304-457-4588 ext. 43276 or 304-457-3219. There is no charge to the contractor for the CD or mailing.

### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of HALLELUJAH MINING, Permit 40-81, 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. R-Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with the Haul Road/Access Road Upgrade bid item. If fuel and lubricants are to be stored onsite, the Spill Containment Area (S.C.A.) bid item shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. Sign shall be installed at the location determined by the WVDEP agent onsite. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected onsite and approved by assigned WVDEP agent. NOTE: The old sign and posts shall be removed and disposed of in a legal manner and the post holes filled.
2. R-Storm water management shall be in place in required locations prior to any disturbance of materials or earthwork taking place.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Regrading and Topsoiling and also Revegetation are required for all disturbed areas. Reclamation is to be completed according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work.
5. All bid items specified by ACRE on this project in the Bid Schedule shall require the submittal of a final survey to verify final acreages. This submittal shall include a copy of all field notes, a map to scale in paper and electronic form. The final survey must be conducted under the direct supervision of and certified by a Licensed Land Surveyor or a Registered Professional Engineer licensed in the state of West Virginia. Partial payments may be made for estimated acreages that are field verified and agreed upon with the WVDEP agent. Partial payments may not exceed 75% of bid item prior to final survey. This shall be paid from the Construction Stakeout bid item.
6. It shall be the contractor's responsibility to check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
7. Remove any and all debris from site. Contractor must provide documentation of proper disposal. Cost of debris removal shall be incidental to and included in the cost of Regrading and Topsoiling.

8. Clear and Grub approximately one (1.0) acre in area of proposed Sludge Cell and ponds.
9. Place a total of approximately one hundred-fifty (150) tons of limestone sand in Channel 8, and Existing Diversion Channel 10 and adjoining roadside ditch.
10. R-Install Underdrain 3. The contractor shall use caution as there may be unmarked pipes in this area.
11. Construct approximately four hundred fifteen (415) linear feet of proposed Channel 1 and fill bottom eight (8) inches with AASHTO #1 limestone and install proposed Weir 2 to convey water to the Flow Proportional Siphon System or inlet of Pond 8.
12. Eliminate existing settling Ponds C and D to construct proposed Underdrain 1 to capture AMD and convey flow to Flow Proportional Siphon System. See attached drawings and specifications.
13. Replace existing conveyance pipe from existing Seep Collector 1 by installing 4-inch HDPE Drive Water line. Continue piping along east side of road and discharge into proposed Type "G" Inlet.
14. Install Manhole 1 to capture flows from proposed Type "G" Inlet, proposed Underdrain 3, and Seep Collector 3 and convey flow into proposed Underdrain 1.
15. Install Flow Proportional Siphon System and associated HDPE piping. See attached drawings and specifications.
16. Construct Underdrain 4 to capture seepage in area of Existing Seep Collector 2 and convey seepage to Vault A. Underdrain 4 shall be installed as to not obstruct ditch line.
17. Construct approximately one thousand nine hundred (1,900) linear feet of New Haul Road/Access Road 1 beginning in the area of existing AquaFix Unit and continuing north; encompassing Pond 2 and Pond 5, then turning South and terminating at the intersection with County Route 7/10. See attached Overview Map, drawings and specifications.
18. Install 4-inch HPDE conduit. See attached Overview Map, drawings and specifications.
19. Relocate Lime Dispensing Unit Enclosure and Silo. See attached Overview Map, drawings and specifications.
20. Modify existing Lime Dispensing Unit Structure by installation of secondary access door, channel grate, lime inlet distribution box, gable vent, top hatch grate, lowering unit, and replace drive wheel shroud. The structure will also be painted. See attached diagram and specifications for Modify Existing Lime Dispensing Unit Structure.

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21. Upgrade existing Aqua Fix Unit which shall include installation of Renewable Energy Vibrator System and an Adjustable Speed Drive. See attached diagram and specifications.
22. Install Secondary Chemical Treatment System in relocated AquaFix Building. See attached specifications.
23. Construct approximately five hundred twenty-five (525) linear feet of proposed Diversion Channel 7 west north-west of relocated AquaFix Unit, to divert upland flow away from treatment area and proposed sludge cell. See attached Overview Map, drawings and specifications.
24. Construct approximately two hundred twenty-five (225) linear feet of proposed Channel 8 and fill bottom eight (8) inches with AASHTO #1 limestone and add a minimum of 4 tons of limestone sand to the AASHTO #1 limestone layer to capture AMD and direct flow into proposed Mixing Channel 2.
25. Construct approximately two hundred fifty (250) linear feet of proposed Mixing Channel 2 from mixing flume of relocated AquaFix Building to Weir 1 and Pond 5 Inlet Concrete Spreader.
26. Install HDPE Corrugated Weir 1. See attached drawings and specifications.
27. Construct approximately one hundred (100) linear feet of proposed Channel 3 to route water from emergency spillway of Proposed Sludge Cell to discharge into Mixing Channel 2.
28. Construct lined Sludge Disposal Cell with Sludge Cell Underdrain and Emergency Spillway.
29. Construct settling Ponds 2, 3, 4, 5, 6 and 7.
30. Construct New Haul Road/Access Road 2 between the constructed settling ponds.
31. Install Concrete Spreaders as shown on Overview Map and in attached drawings and specifications.
32. Install Outlet Gutters as shown on Overview Map and in attached drawings and specifications.
33. Install approximately thirty-five (35) linear feet of 18-inch HDPE Conveyance Pipe from Outlet Gutter of Pond 4 to Inlet Concrete Spreader of Pond 8.
34. Install approximately sixty (60) linear feet of 18-inch HDPE Conveyance Pipe from Outlet Gutter of Pond 7 to the Inlet Concrete Spreader of Pond 8.

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35. Construct approximately one hundred (100) linear feet of Diversion Channel 4 below Ponds 4 and 7 to capture and convey surface water off of the permit through proposed 18-inch HDPE culvert.
36. Install proposed Underdrain 2 to capture AMD water from seep area and direct flow into proposed Manhole 2. Proposed Manhole 2 shall convey water to proposed Limestone Bed 1.
37. Construct approximately twenty (20) linear feet of Channel 5 to convey discharge flow from Limestone Bed 1 and discharge into 18-inch HDPE Conveyance Pipe to the Inlet Concrete Spreader of Pond 8.
38. Construct Settling Pond 8.
39. Construct Limestone Bed 2 within Settling Pond 8.
40. Construct Settling Pond 9.
41. All excess spoil shall be placed in Proposed Disposal Areas 1, 2 and in the existing road to be removed as shown on the attached drawings. See attached Specifications.
42. Excavate area near south entrance to accommodate road (including ditches) and regraded cut slope in this area shall not exceed 1 horizontal to 1 vertical.
43. R-Eliminate existing access road near lower gate area, regrade and revegetate. All gates and gate posts will be stored onsite for use by WVDEP. The current discharge culverts of existing Pond B will also be retained by WVDEP and stored onsite.
44. Install Baffle Curtains in Ponds 2, 3, 4, 5, 6, 7, 8, and 9. See attached detail.
45. Construct approximately twenty-five (25) linear feet of Channel 6 from the emergency spillway of Pond 9 to convey final discharge water to receiving stream.
46. R-Install eighteen (18) inch HDPE culverts in six (6) locations along Haul Road/Access Roads and other locations determined by WVDEP agent onsite. See attached Overview Map. NOTE: For the proposed work along CR 7/10 including culvert to be installed, clearing and grubbing, etc. care should be taken as to not damage the existing roadway during construction activities and provide appropriate traffic control measures (as deemed appropriate by the WVDOH) to ensure safety to the public. Any traffic control and/or repairs to the road shall be incidental to and included in these bid items. Caution: Waterline in area.
47. Install approximately eight hundred (800) linear feet of sludge disposal pipe from Ponds 2, 3, 4, 5, 6, 7, and 8 to the proposed sludge disposal cell as shown on attached drawings. See attached specification and Piping Layout drawing.

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48. Construct approximately seventy-five (75) feet of Channel 9 to convey flow from culverts to wooded area.
49. Construct approximately two-thousand six hundred (2,600) linear feet of fence along the property boundary and install gates at four (4) locations as shown on the attached Overview Map and Specifications.
50. R-Remove trees, brush, and storm debris within 15-feet of roadway centerline of all access roads. Including the access road up to Proposed Underdrain 4.
51. Install three thousand five hundred (3,500) linear feet of silt fence/and or hay bale dike for sediment control during and after construction. WVDEP agent onsite will determine where each type will be used.
52. Regrade and revegetate approximately seven (7) acres of disturbance. This acreage estimate includes all Disposal areas that may not be entirely utilized.
53. Place up to four hundred (400) tons of crushed stone as directed by the WVDEP agent onsite and paid under the Incidental Stone bid item.
54. All stone used on this project shall be non-acid producing.
55. At NO time should the cemetery access be blocked.
56. R- All trees to be removed within the specified work area(s), except for pine species, larger than 8-inches in diameter shall be de-limbed and placed south west of the Proposed Spoil Disposal Area 1 for use by the property owner. If this location's capacity is not adequate, as determined by the WVDEP agent onsite, a secondary location will be utilized as directed by the WVDEP agent onsite. All pine tree species shall be disposed of by either chipping, burning or properly disposing of off-site.
57. R- Stone from the "old house site" and seep area shall be removed and placed south west of the Proposed Spoil Disposal Area 1 for use by the property owner. If this location's capacity is not adequate, as determined by the WVDEP agent onsite, a secondary location will be utilized as directed by the WVDEP agent onsite.
58. All buried pipe will be marked using Detectable Underground Utility Marking Tape as required in attached specifications.
59. R-Night time operations at the Proposed Disposal Areas will not be permitted unless otherwise directed by the WVDEP agent onsite due being located near the land owners dwelling.



**BID ITEM TECHNICAL SPECIFICATIONS****PERMIT: 40-81****1.0 - R MOBILIZATION / DEMOBILIZATION / PROJECT SIGN**

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

NOTE: The old sign and posts shall be removed and disposed of in a legal manner and the post holes filled.

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

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

The lump sum bid for this item shall not exceed 5% of the total bid for this permit. Payment shall be made in two 50% amounts, one upon completion of the mobilization and project sign items and the second payment at the completion of demobilization. No deduction shall be made nor shall any increase be made in the lump sum item amount, regardless of decreases or increases in the final total contract amount of any 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 offsite. 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 attached drawing: Spill Containment Area). Alternate containment measures will be considered for approval by the WVDEP Engineer if acceptable results can be shown. Fuel tanks manufactured with secondary containment are desirable. Minimum secondary containment is 110 percent. The lump sum bid for this item shall not exceed \$1,000.00 for this permit.

**3.0 - R HAUL ROAD / ACCESS ROAD UPGRADE**

The contractor shall maintain and/or construct haul road/access road(s) during the reclamation process to provide access on a well-drained surface. 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. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item. See attached specifications. The lump sum bid for this item shall not exceed 2% of the total bid for this permit.



NOTE: Contractor shall establish a grass lined ditch along upper side of access road beginning downslope of existing sludge cell and terminating at proposed culvert to discharge into proposed Channel 9. Contractor shall upgrade existing ditches on each side of road from intersection of existing access road to cabin/existing road to be removed and proposed culverts to discharge into proposed Channel 9. Contractor shall remove trees, brush, and storm debris within 15-feet of roadway centerline of all access roads, including the access road up to Proposed Underdrain 4. This work shall be incidental to and included in this pay item.

#### **4.0 CONSTRUCTION STAKEOUT**

This work shall consist of furnishing, placing, and maintaining construction layout stakes necessary for the proper execution of the work required under the Contract, production of as-built drawings, and of performing topographic surveys and obtaining surveyed cross-sections for accurate determination of pay item quantities. Construction stakeout shall be under the supervision of a Licensed Land Surveyor or a Registered Professional Engineer licensed in the state of West Virginia, and all drawings signed and/or sealed by such. The WVDEP shall provide control points for initial layout of the work. The lump sum bid for this item shall not exceed 2% of the total bid for this permit.

#### **MATERIALS**

Wooden stakes and other marking materials as described herein.

#### **CONSTRUCTION METHODS**

- A. The Contractor shall locate and reference the construction baseline within the limits of work and shall establish bench marks for the proper layout of the work. The Contractor shall make all calculations involved and shall furnish and place all layout stakes or markers.
- B. The Contractor shall provide field forces and shall set all additional stakes needed, such as offset stakes, reference point stakes, slope stakes, pavement and grade stakes, stakes for roadway drainage, sub-drains, trench drains, fence, culverts or other structures, supplementary bench marks and any other horizontal or vertical controls necessary to secure a correct layout of the work.
- C. The location of the slope stakes for grading work shall be determined by a calculation method. Elevation control hubs with guard stakes shall be set, at a convenient distance outside the construction limits, and at all stations where original cross-sections are taken. The centerline station, the distance from centerline, and the elevation of the hub shall be recorded on each guard stake.
- D. The Contractor shall be responsible for having the layout staking work conform to the lines, grades, elevations, and dimensions called for on the Plans. The Contractor shall be responsible for reporting any discrepancies to the WVDEP Engineer for clarification. Minor adjustments to suit field conditions are anticipated and it shall be the responsibility of the WVDEP Engineer to make decisions regarding adjustments.

E. The Contractor shall survey cross-sections and/or profiles in areas of onsite excavation, offsite excavation, and ditch construction as necessary to permit accurate determination of pay item quantities. The locations and spacing of cross-sections and profiles shall be as approved or as directed by the WVDEP Engineer. Cross-sections and profiles shall be surveyed:

1. prior to any excavation
2. at the completion of excavation

F. The Contractor shall furnish a copy of his survey records, both paper and electronic forms, for the WVDEP Engineer and for the WVDEP's permanent file. These records shall be furnished as they are completed during the progress of the work. Any inspection or checking of the Contractor's layout by the WVDEP Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades and elevations of the required work.

#### **5.0 UTILITIES**

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

#### **6.0 -R REGRADING AND TOPSOILING**

Concurrent regrading and topsoiling shall immediately follow backfilling and shall distribute topsoil or the best available material to support vegetation, as identified by the WVDEP agent onsite, on the surface of the backfill in a smooth, uniform manner. This item shall include the elimination of all rills and gullies, the grading of spoil and/or fill materials. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track, with cleats parallel to the contour. Topsoil presently stockpiled onsite shall be preserved and spread on the fill surface. In the absence of stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item. The acreage quantities in this contract are estimates for bidding purposes only. It shall be the contractor's responsibility to verify acreage for bidding purposes. The contractor shall not exceed the contract acres as specified from the Bid Schedule without written approval from the WVDEP, prior to any additional work being completed.

#### **STRUCTURE AND/OR DEBRIS REMOVAL**

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

REVISED FOR ADDENDUM . HALLELUJAH MINING 40-81 DEP16304

sections no larger than four feet in any direction and buried on site. Any rebar or reinforcing steel shall be removed to be flush with the surface of the concrete prior to burial and disposed of offsite. Cost of debris removal shall be incidental to and included in this bid item.

NOTE: All existing pipes, sludge lines and associated hardware including valves, caps, etc., existing gates, gate posts and associated hardware including hinges, hangers, chains, etc. are property of WVDEP and shall be stored onsite at a location determined by WVDEP agent onsite. Contractor shall make concerted effort to not damage gates and posts during removal. These items are not to be reused by contractor. Cost of debris removal, salvaging and placement of existing gates shall be incidental to and included in Regrading and Topsoiling.

NOTE: Stone from the "old house site" and seep area shall be removed and placed south west of the Proposed Spoil Disposal Area 1 for use by the property owner. If this location's capacity is not adequate, as determined by the WVDEP agent onsite, a secondary location will be utilized as directed by the WVDEP agent onsite. This work shall be incidental to and included in Regrading and Topsoiling.

#### CLEAR AND GRUB

All vegetative cover (trees, shrubs, bushes, etc., including all stumps and roots) within the specified work area(s) shall be removed to bare ground. These areas include but not limited to pond embankments, channels, disposal areas and access road locations. It is the contractor's responsibility to obtain all necessary permits and to follow state guidelines for burning and proper disposal of vegetative materials. No vegetative material shall be buried. Disposal of the trees and shrubs onsite with a chipper is an acceptable alternative to burning. Cost of clearing and grubbing shall be incidental to and included in the cost of Regrading and Topsoiling bid item.

NOTE: All trees to be removed within the specified work area(s), except for pine species, larger than 8-inches in diameter shall be de-limbed and placed south west of the Proposed Spoil Disposal Area 1 for use by the property owner. If this location's capacity is not adequate, as determined by the WVDEP agent onsite, a secondary location will be utilized as directed by the WVDEP agent onsite. All pine tree species shall be disposed of by either chipping, burning or properly disposing of off-site. This work shall be incidental to and included in Regrading and Topsoiling.

#### SPOIL DISPOSAL

All excess spoil shall be placed in Proposed Disposal Areas 1, 2 and in the existing road to be removed as shown on the attached drawings. The existing roadway shall be filled with soil material and regraded to sheet flow. Proposed Disposal Area 1 shall be utilized to capacity as shown on the attached drawings or as determined by the WVDEP agent onsite prior to utilization of Proposed Disposal area 2 for any remaining spoil disposal. All vegetation shall be removed from disposal areas prior to disposal placement. To ensure stability of fill area(s) each lift of spoil material shall be keyed into existing ground by means of a horizontal cut into existing ground a minimum distance equal to the lift thickness being placed. Each lift shall be placed horizontally placing lifts that follow contour of existing grade is not acceptable. Each lift shall be compacted by means of a 10 ton combined compactive effort – vibratory roller, sheep's foot roller, etc. No lift of soil material shall exceed one (1) foot in

thickness and no lift of rock shall exceed three (3) feet in thickness. Surface shall be free of all rock exceeding three (3) inches in diameter. All areas transitioning from existing ground to Proposed Disposal Areas shall be smooth and uniform as to provide a consistent slope. The Proposed Disposal Areas are located near land owner's dwelling therefore night time operations will not be permitted unless otherwise directed by the WVDEP agent onsite. Otherwise standards are the same as Regrading and Topsoiling as stated above.

Final payment of this bid item shall be contingent upon receipt upon receipt of final surveyed acreage.

## **7.0 REVEGETATION**

### **I. DESCRIPTION**

A. This work shall include all operations incidental to the establishment of vegetation cover within the limits of construction as shown on the Drawings and any other areas directed and approved by the WVDEP. This work also includes the furnishing and the application of fertilizer, agricultural limestone, mulch, and the furnishing and sowing of seed, all in accordance with these Specifications and as designated herein.

B. No areas outside the limits of construction shall be disturbed without prior approval from the WVDEP in order to ensure that Right-of-Entry has been obtained.

C. Any areas disturbed by the Contractor outside the limits of construction shall be revegetated with all costs attributed to the Contractor and at no expense to the WVDEP.

### **II. MATERIALS**

#### **A. Fertilizer**

1. The commercial fertilizer to be used shall consist of 10-20-10 grade of uniform composition and furnished in standard containers. These containers, in accordance with applicable state and federal laws, must be clearly marked with the following information:

- a) Weight
- b) Name of Plant Nutrients
- c) Guaranteed Nutrients Percentages

2. Fertilizer shall be applied at a minimum rate of 1,000 lbs/acre. Fertilizer shall be applied immediately to all areas reaching final grade by one of the two following methods:

- a) Apply and incorporate fertilizer during seedbed preparation.
- b) Apply fertilizer in hydro seeding mixture following seedbed preparation.

#### **B. Limestone**

1. The lime to be used will be an agricultural grade pulverized limestone containing a minimum of 10%  $MgCO_3$  and not less than 75% total carbonates. Fineness will be such that no less than 75% will pass through a #100 sieve and 100% will pass through a #10 sieve.

2. Lime rate shall be formulated from soil test results. In the absence of soil testing, a rate of three (3) tons per acre will serve as a preferred minimum.

3. Lime shall be applied immediately to all areas requiring seeding

the foundation shall be set at an elevation which provides four (4) feet of head on the water supply line to operate the dosing unit. The location of the foundation shall be set to maximize the length and elevation drop of the receiving channel of the treated water and as determined by WVDEP agent onsite.

Payment shall be per each foundation after completion.

**FOR THIS PERMIT:** The channel in the foundation is to receive water from the Flow Proportional Siphon System (separate bid item). After treatment with the reagent, the water will exit the foundation into proposed Mixing Channel 2 (separate bid item).

### **16.3 CRANE**

This item shall include furnishing a crane of sufficient capacity to disassemble/load the silo structure at its current location and unload and erect the silo structure onto the foundation at the new location. The silo structure weights approximately 10 ton. Payment for all of the work specified above shall be lump sum.

### **17.0 SECONDARY CHEMICAL TREATMENT SYSTEM**

This item includes all work necessary to purchase, install and initiate operation of secondary chemical treatment system as indicated on the attached drawings and specifications. This unit must utilize caustic soda (sodium hydroxide) of 20% concentration. This includes but is not limited to the labor, equipment, 330-gallon chemical treatment tote, all stainless steel valves, piping and initial filling of the tote. This tote shall be utilized during temporary treatment.

Payment is for all of the work specified above and in the attached drawings and details and shall be made per each secondary chemical treatment system installed and operation verified by WVDEP agent onsite.

### **18.0 - R MODIFY EXISTING LIME DISPENSING UNIT STRUCTURE**

Modification of the existing lime dispensing unit structure shall include the following upgrades. Payment shall be per each unit modified and approved by WVDEP. See attached drawings and details.

1. Four foot door shall be installed in accordance with the attached drawings and specifications. Steel for materials shall be of same grade as those existing on structure. The entirety of all adjoining surfaces of stiffeners shall be welded to insure structural integrity. Welding of stiffeners to the door and building steel sheets shall be by means of stitch welding (3" welds on 12" centers minimum). Line item shall also include all parts/materials shown in the Latch Detail View including door pin, two plates, two inch plate welded on door, 3.5-inch plate as a lock weather guard. The latch shall be made to either unlock door from outside, or open the door from the inside by removing the pin. Door shall also include three welded hinges, a door pull on each side of door, and a welded tab for holding door open on outside wall, see detailed drawings. Door installation shall include removing any affected insulation prior to door modifications, then replacement of insulation with original attachments



or use of Loctite or approved equivalent adhesive. A piece of 2-inch x 2-inch angle steel shall be welded on the roof above the main access door, and sloped to prevent water from running down the door. Painting for all accompanying materials shall be included in this line item.

2. Walking grate shall be installed to insure safe movement over treatment trough. An approximately 4-foot non-corrodible fiberglass anti-slip grate shall be installed from the wall toward the dosing unit. Grating must be cut to fit the trough's varying width. Top of grating shall be level with top of concrete. Installation shall be field proven and in compliance with the construction documents and specifications.
3. A 12-inch by 12-inch gable vent shall be installed at a location determined by WVDEP agent onsite. Vent shall be Builders Edge 12-inch x 12-inch white vinyl gable vent or equivalent. Hole, grinding, finishing, adhesive and painting to install vent shall be included in this line item. Adhesive to secure vent shall be Loctite Heavy Duty Construction Adhesive or approved equivalent that is approved for use on metal.
4. The silo and steel security enclosure shall be painted Tan. Painting process requirements including temperature, humidity etc. shall be performed in accordance with manufactures recommendations. See below Steel Surface Preparation prior to painting requirements. All steel surfaces on the exterior of the enclosure and exterior of the silo, exterior of the structure, shall be thoroughly cleaned, primed, and painted, utilizing Carboline brand Rustbond FC primer and two to three coats of Carboline brand Carbothane 133HB paint, or approved equivalents.

Steel Surface Preparation prior to painting:

The surface shall be prepared by non-blast cleaning to a SSPC-SP2, SP3, or SP12-WJ4 requirement (Structural Steel Protective Coatings, Surface Preparation standards). However any areas that remain deeply pitted with rust, once the above cleaning is complete, shall be abrasive blast cleaned -SP6 requirement. The interior shall have the insulation removed prior to cleaning for painting and then replaced.

In preparing a previously painted surface, all grease, oil, dirt, other foreign substances, all corrosion and all paint that shows evidence of corrosion, peeling, excessive thickness, brittleness, blistering, checking, scaling, poor adhesion, or general disintegration shall be removed. It is essential that the removal of the old paint be carried back around the edges of the spot or area until an area of completely intact and adhering paint film, with no rust or blisters underneath, is attained. Edges of tightly adherent paint remaining around the area to be recoated shall be feathered so that the repainted surface can have a smooth appearance. The remaining old paint shall have sufficient adhesion so that it cannot be lifted as a layer by inserting a blade of a putty knife under it or be removed by wire brushing or light scraping. The rate of cleaning may vary from one area to the next in order to achieve the desired end condition.

All laminar and stratified rust that has formed on the existing steel surfaces shall be removed. Pack rust formed along the perimeter of mating surfaces of connected plates or shapes shall be removed to the extent feasible without mechanically detaching the mating surface. Any rust remaining after cleaning shall be tight and intact when examined using a dull putty knife. The entire dosing unit and frame shall be sandblasted, primed, and repainted. Remove cable and winch system with brackets, and remove and plug wire access piping.

After cleaning, lightly sand or abrade the existing remaining paint to roughen and degloss the surface prior to repainting.

5. Top hatch grate shall be installed to insure safety when accessing top hatch of dosing unit. An approximately 2-foot by 2-foot section of non-corrodible fiberglass anti-slip grading of grate of 1.5-inch thickness shall be installed inside of the top hatch of the dosing unit. Grating must be cut to fit the top hatch's varying width and length, and may be slightly different at each site. Grating shall have 1.5-inch by 1.5-inch openings. Top of grating shall be level with top of the hatch and must allow for complete closing of the top hatch lid. Grating shall be supported by installation of 1-inch by 1-inch by 1/4-inch thick stainless steel angle, which shall be welded on the circumference of adjoining surfaces to insure structural integrity by means of stitch welding (2" welds on 6" centers minimum). Installation shall be field proven and in compliance with the construction documents and specifications.
6. Lime Inlet Distribution Box will be mounted on the silo roof. Lime Inlet Distribution Box will be securely mounted to silo with a continuous weld to insure a dust and water tight enclosure. Target box will be designed to reduce the velocity of the chemical being conveyed and allow it to drop into the storage bin in an even pattern. The existing fill pipe will be modified to connect to target box and entire circumference of filler pipe will be welded to target box as to insure a dust and water tight connection.
7. Lower existing lime dispensing unit by reducing the length of the silo support legs (H-Beams). The contractor will be required to modify the roof of structure in order to facilitate the lowering of the silo. Installation of a tube to lower the unit is not acceptable.
8. The lime dispensing unit shall have the wheel cover replaced with a new stainless steel cover with a minimum thickness of 16 gauge.
9. Weld any cracked or broken hinges, loose metal or roof-to-wall seams that may be broken or loose.
10. Remove wench, wire rope, anchor and associated equipment from the lime dispensing unit structure and silo. Patch hole where the wire rope enters the silo with a metal patch, weld entire circumference of patch to silo.

Contractor is responsible for removing the remaining calcium oxide prior to relocation and shall be incidental to the Relocate Lime Dispensing Unit, Enclosure and Silo bid item. Calcium Oxide may be removed pneumatically or by any other means found acceptable by WVDEP Engineer. Any chemical removed can be utilized onsite for revegetation/vegetative enhancement following established procedures. All threads shall be treated with anti-seize coating.

## **19.0 - R RENEWABLE ENERGY VIBRATOR SYSTEM**

### **I. DESCRIPTION OF WORK**

- A. Install a MS Control (or approved equivalent) Renewable Energy Vibrator System (REVS); which shall include all materials, control equipment, accessories and incidentals required and as shown on the attached drawings, described in the Operations and Maintenance Manuals, and according to manufacturer's specifications. The manufacturer of all of the REVS components shall be fully experienced, reputable, and qualified in the manufacturing of the equipment. All work must be in compliance with local, state, federal codes and regulations. The principle items shall include a vibrator, controls, and renewable energy source.

### **II. APPLICABLE PUBLICATIONS**

- A. The following documents can be referenced to indicate specific manufacturing and material performance capabilities:
  1. WV DOT Specification 711 - Paints and coatings
  2. ISO 9001 - Quality management standard for solar panels
  3. UL1703 - Flat-Plate Photovoltaic Modules and Panels

### **III. PRODUCTS AND MATERIALS**

#### **A. Documents**

1. A plate shall be made and securely installed in plain view that includes but is not limited to the Manufacturer's name, address, telephone number, make/type/style of unit, model name and number, serial number, date installed, installers name and telephone number.
2. Three (3) copies of an Operation & Maintenance Manual shall be provided to the WVDEP OSR prior to system start-up. The manual(s) shall include, but not be limited to description of installation, system operation, maintenance procedures, repair parts list, equipment schematics, electrical schematics, troubleshooting tips, etc.

#### **A. General Requirements**

1. Enclosures
  - a) The enclosure and solar panel shall be four-inch (4") steel schedule 80 pipe anchored three feet (3') in the ground with concrete and extending eight-feet (8') above the ground level and the exposed end shall have a welded end cap. The pipe and end cap shall be coated with industrial epoxy paint in accordance with WVDOH Specification 711.



2. Wiring

- a) All wire, inclusive of control and power outside of enclosures shall be contained inside of at a minimum schedule 40 PVC conduit, all connections water tight, and all 90° elbows long sweep type.

IV. INSTALLATION

A. General

1. Installation of a MS Control (or equivalent) Renewable Energy Vibrator System (REVS) or equivalent as approved by the WVDEP Engineer and shall include all materials, control equipment, accessories and incidentals required and as shown on the attached drawings, described in the Operations and Maintenance Manuals, and according to manufacturer's specifications. The manufacturer of all of the REVS components shall be fully experienced, reputable, and qualified in the manufacturing of the equipment. All work must be in compliance with local, state, federal codes and regulations. The principle items shall include a vibrator, controls, and renewable energy source.

B. System Requirements

1. This REVS shall be a standalone system. The installation site is remote with NO ELECTRICAL GRID for power supply. There shall be an itemized energy budget displaying equipment energy requirements, energy generating capacity, and energy storage capacity of the system to WVDEP OSR for approval prior to installation. The WVDEP Engineer shall provide the silo size and type of material used for chemical water treatment.
2. At the completion of installation, the contractor shall be responsible for the system start-up and verify that the system is operating properly. After the system comes online and is operating properly, the contractor must provide onsite training of the REVS to WVDEP OSR staff. Technical support shall be provided at NO CHARGE to the WVDEP for a period of one (1) year from the date of start-up.
3. Cycle interval shall be every hour and duration time is one minute.

### C. Vibrator

1. The vibrator shall be a Vibco, Inc. Model DC-300, 24 DC Volt/8 amps OR an approved equivalent, delivering a minimum Force Impact of 350 lbs. at a speed of 4,000 VPM. The vibrator shall be controlled by a prewired control panel providing H - O - A switch and a timer. The timer circuit shall have 0 - 300 minute cycle ability for both on and off. The vibrator and controls shall operate on 24 volt direct current provided by either solar panels or battery(s). The vibrator shall be mounted to the silo 1/3 of the way up the cone section (measure from the bottom of the cone). A 1' x 3' x 1/4" plate shall be welded to the exterior of the cone at the location of the vibrator installation. A 3' x 4" X 7.25 lbs/LF C-channel shall be welded to the plate. The manufacturer supplied plate shall be welded at the proper location to the C-channel, then connect the vibrator to plate using the manufacturer supplied bracket. There shall be a minimum of 20 feet of electrical service line provided to connect the vibrator control panel to the vibrator.

Vibco, Inc.

### D. Renewable Energy Source

1. This REVS system shall be a standalone. The installation site is remote with NO ELECTRICAL GRID for power supply. The system shall be capable of operating 24 hours per day for a period of four (4) days without a system recharge, and shall have the capability to fully recharge the system under load in 48 hours.
2. The contractor is responsible for selecting the size and number of solar panels required to meet the demand as listed in the energy budget. The solar panels shall meet ISO 9001 and UL1703 Testing Standards and utilize multi-crystalline technology with a silicon nitride (SiN) coating that enhances cell efficiency. Panels must be encapsulated beneath high transmission tempered glass is accomplished using an advanced, UV resistant thermal setting plastic. The rear surface of the module shall be completely sealed from moisture and mechanical damage by continuous high strength polymer sheet. The panel must incorporate a reinforced anodized aluminum frame, designed for corrosion resistance. Brackets and associated hardware attaching the solar panels to the support structure shall be either anodized aluminum or stainless steel.
  1. The solar controller shall provide a system status display, electronic protection (inclusive of lightening and surge protection, reverse current, voltage spikes) and must be the appropriate version to operate with the selected energy producing and storage devices.
  2. The battery(s) shall be sealed lead-acid battery(s) that utilize Absorbent Glass Mat (AGM) technology. Battery(s) shall be valve regulated with spill proof construction. No single battery

shall exceed 70 pounds. The contractor is responsible for selecting the size and number of battery(s) required to meet the storage requirements as listed in the energy budget.

**V. MEASUREMENT AND PAYMENT**

**A. Payment**

1. Payment shall be for all labor, materials, control equipment, accessories and incidentals required for the successful installation and operation of a MS Control (or equivalent) Renewable Energy Vibrator System (REVS). Payment per each.

**VI. WARRANTY**

- A. The contractor shall warrant all components of the REVS to be free from defects in material and workmanship and will replace or repair (at no cost to WVDEP) any parts or parts returned to which examination shall show to have failed under normal use and service by the user within twelve (12) months following start-up and operation.

NOTE: Prior to plant startup, all equipment shall be inspected and approved by WVDEP Engineer. Once the system is fully charged and operational, the Renewable Energy Storage shall be tested by disconnecting the solar panels for a period of four (4) days, during which time the system will be expected to operate normally. At the end of four (4) days the solar panels shall be reconnected and timed to determine the amount of time it takes to fully recharge the system.

**20.0 FENCE**

Provide and install all materials for a fence system around areas of the project as shown on the drawings, as specified and as needed for a complete and proper installation. Contractor shall provide all necessary material, equipment, and adequate numbers of skilled workman who are trained and experienced in the necessary crafts and who are familiar with specified requirements to perform the work and install fence at the locations shown on the plans and/or as directed by the WVDEP agent onsite. Final location of fence and gates shall be approved by the WVDEP agent onsite.

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

1. Woven wire fence fabric shall be used (10-47-6-11).
2. One strand of barbed wire shall be placed 3-inches above the top strand of the woven wire.
3. Use gate specifications for placing gates in fence line.
4. Line posts shall be spaced 10-feet apart with a maximum distance of 15 feet in rocky soil conditions.
5. Some fence curvature is anticipated. However contractor shall use a string line to align straight runs of fencing as near straight as practical.
6. Line posts shall have a minimum length of 7 ½ feet.
7. Posts may be driven, tamped, or set in concrete as necessary.
8. Landscape timbers with flat sides do not meet minimum thickness requirements, and shall NOT be utilized as line or brace posts.

## MATERIALS

- Woven wire fabric shall conform to the current American Society for Testing and Materials ASTM A116, Specifications for Zinc-Coated (Galvanized) Iron or Steel Farm-Field and Railroad Right-of-Way Wire Fencing. The wire shall be coated with Class-1 zinc coating. Barbed wire shall be composed of one main strands of number 15 ½-gage wire with 16-gage round barbs. If four-point barbed wire is specified, barbs shall be spaced on approximately 5-inch centers. Barbed wire shall conform to the requirements of the current ASTM A121.
- Smooth wire for braces shall be galvanized 0.40 oz. per sq. ft. or aluminum-coated 0.34 oz. per sq. ft. No 9 gage steel wire, minimum tensile strength 45,000 psi.
- Wire ties, clamps and staples shall be coated equivalent to fence or barbed wire specified. Staples shall be 9-gage, and 1 inch long for use in dense hardwoods and 1.5-inch long for use in preservative-treated softwoods.
- Nails, bolts, and other fence hardware shall be hot-dipped galvanized as per ASTM A153, Specifications for Zinc Coating (Hot Dip) on Iron and Steel Hardware.
- Wood posts and braces shall be pressure-preservative treated according to AWWA Wood Preservation Treating Practices, latest revision and may be round or square. Decay-resistant species may be used untreated if specified.
- Minimum normal size and lengths shall be as follows, or as specified in the plans.
- Wood vertical corner, intermediate, and end posts shall be a minimum 6-inch top diameter or square and 8-feet length.
- Wood horizontal brace posts shall be a minimum 4-inch top diameter or square and 7.5-feet length.
- Wood vertical line posts shall be a minimum 4-inch top diameter or square, a minimum 7.5-feet length, and shall be set a minimum of 3-feet deep.
- Post spacing shall be as specified on the plans. Posts pointed for driving shall be shaped before preservative treatment.
- Landscaping timbers with flat sides do not meet the minimum thickness nor treatment requirements; therefore, are not allowed.

## ASSEMBLIES

Corner assemblies are constructed as two end assemblies with a single end post. Horizontal brace assemblies shall have the end or corner, and brace, posts set a minimum of 3-feet deep. Brace posts shall be spaced to accommodate a minimum of 7.5-foot long brace. Horizontal braces shall be mounted 12-inch below the top of the end post. Wire braces shall be four strands of 9 gauge steel wire positively fastened 4-inch below the top of the post and 4-inch above grade. They shall be tightened (twisted) with a 0.75 X 1-inch wood slat or 0.38-inch diameter steel rod until the entire assembly is rigid. Slat or rods shall be left in position. Diagonal brace assemblies recommended in soft soils shall have the end or corner, and brace posts set a minimum of 3-feet deep. Brace posts shall be spaced to accommodate 7.5-foot long brace. Fencing is stretched from the first brace post. Ends are filled in after wire is attached. Pull-post assemblies shall be placed a maximum of 500-feet apart in straight runs and at the top and bottom (ridge and valley) of appreciable slope changes. Construction will follow the specifications. Smooth wire braces shall be placed as in details. See attached drawings for more details.

**CONSTRUCTION**

Contractor string shall be first stretched at the bottom to determine alignment of line posts and shall be temporarily fastened to end posts. The fence shall be attached to one end (or corner) post and the fence stretchers attached to the opposite end (corner post) post (or pull-post assembly). The fence at the stretcher end is then attached directly to the pull-post corner or end. The fence or stretchers shall be attached to the first brace post in the assembly. Its design provides for maximum strain taken at this point. A slack span of fence fabric is used between the end (or corner) post and the first brace post after stretching is completed. With the pull-post assembly the fence fabric shall be extended past the first post and attached to the middle post. The wires shall be cut and wrapped around the post. The tension for stretching the woven-wire fence shall be applied at two points on the clamp bar for all fences over 32-inch high by using stretchers designed and manufactured for that purpose. Stretchers shall be so designed that tension can be applied to both ends of the bar at the same time. All splices in the fabric shall be securely made, with a Western Union splice or commercial splicing device approved by the engineer. The tension for stretching the barbed wire shall be applied by use of single-wire stretchers designed and manufactured for that purpose, and in accordance with the manufacture's recommendations.

Method of measurement for this item shall be per linear foot of fence in conformance with the drawings, specifications and accepted by the WVDEP onsite agent or Engineer. Removal of existing fence as described above shall be incidental to and included in this bid item.

FOR THIS PERMIT: Install approximately two thousand six hundred (2,600) linear feet of fence along the property boundary as show on the attached Overview Map and Specifications.

**20.1 GATE, 10-FOOT**

Gates shall be hot-dipped galvanized as per ASTM A153 specifications for zinc coating (hot dip) on iron and steel hardware. Gates shall be painted Forest Green. Wood posts and braces shall be pressure-preservative treated according to AWWA Wood Preservation Treating Practices, latest revision and may be round or square. Decay-resistant species may be used untreated with prior approval from WVDEP Engineer. Gate posts shall be a minimum 6-inch top diameter or square and 8-feet long. Postholes shall be a minimum of 3-feet deep and 12-inches in diameter or square. Sides shall be nearly vertical. Posts shall be embedded in concrete. The embedment shall extend 2-inches above grade at the post and shall slope to grade at the edge of the concrete. Concrete shall have minimum 28-day test strength of 4000 psi. Posts shall be braced to support the weight of the gate. Conventional bracing or use of a dead man will be considered for approval.

Each gate shall be 10-feet wide and 2-inch diameter heavy-duty pipe gates or approved equivalent. Provide a lockable latch, which includes protection from the elements; for the lock. All hardware, posts, and/or accessories necessary for installation of gates shall be incidental to and included in the installation of each gate as part of this bid item.

Payment shall be made at the completion of each installation and acceptance by the WVDEP onsite agent. See attached Overview Map, drawings and specifications.



FOR THIS PERMIT: Install two (2); 10-foot gates at four (4) locations. The gate locations shall be determined by project plans or as directed by the WVDEP agent onsite. See attached Overview Map and specifications.

#### **21.0 - R UNDERDRAIN**

The Underdrain shall be excavated and installed according to attached drawings and specifications. The Underdrains shall be constructed to collect all seep water for conveyance to the treatment sites. The Underdrains shall be 4-foot by 4-foot in cross-section. Stone for the Underdrain shall be non-calcareous with a size of 3-inch to 6-inch in diameter. The Underdrain shall be wrapped with filter fabric (Typar 3401 or equivalent). Filter fabric may be omitted from areas where the seepage enters the Underdrain if approved by the WVDEP agent onsite. Clean outs will consist of solid pipe that will wye into the perforated pipe and extend out of the ground and shall be covered with a PVC cap. Any portion of the pipe (excluding cap) that is above ground level shall be wrapped with the appropriate size black corrugated HDPE pipe to shelter the pipe from UV rays. A 12-inch perforated SDR 35 PVC pipe shall extend the length of the Underdrain and connect to the seep conveyance drain (separate bid item). A minimum of 40-mil HDPE synthetic liner shall cover the bottom and lower side/ends of the Underdrains. See attached drawings and details. Cover the Underdrain with a minimum of 1-foot of material and grade the surface so it is well drained. Material on the downslope side of the drain shall be impervious to prevent leakage from the Underdrain to the surface. Excavation and/or placement of fill material necessary to construct Underdrain, furnishing and placement of filter fabric, aggregate, all fittings necessary for installation, all materials specified above and on the attached drawings, and all other work necessary for the acceptable installation of the Underdrain will not be measured but shall be considered incidental to the construction of the respective Underdrain and shall be included in this bid item. See attached specifications for Detectable Underground Utility Marking Tape.

Payment for each Underdrain is for complete installation and verified by WVDEP agent onsite. The method of measurement for payment shall be on a linear foot basis measured along the centerline of the Underdrain.

NOTE: Water shall be pumped from ponds prior to modification or elimination. Water in the existing ponds shall be analyzed and treated before discharging into receiving waters of the State. Contractor shall coordinate with WVDEP agent onsite to ensure treatment of water is addressed prior to pumping each pond. With coordination and direction of the WVDEP agent onsite, the onsite chemical treatment and settling ponds can be utilized to treat water from ponds being pumped. Contractor shall provide pumping equipment, field testing, and personnel or other items needed to complete this bid item. Contractor will not be required to supply chemical to treat water. The water pumped out of the ponds during dewatering shall be pumped into the existing Ponds onsite. This shall be incidental to and included in the cost of this bid item. If deemed unnecessary to treat water from ponds, as determined by WVDEP agent onsite, contractor shall pump water from ponds into geotextile filter bag (see attached specification) prior to water leaving the permit area. Cost of geotextile filter bag(s) shall be incidental to and included in the cost of pond cleaning and modification. If deemed

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necessary by the WVDEP agent onsite, silt fence and hay bale dike and sump(s) shall be used in conjunction with geotextile filter bag(s). Silt fence and hay bale dike and sump(s) shall be paid under separate bid items.

**21.1 UNDERDRAIN 1**

Install approximately three hundred-fifteen (315) linear feet between Manhole 1 and Flow Proportional Siphon System. Eliminate existing Settling Ponds C and D to construct Underdrain 1. The solid pipe shall convey flow into Vault A of the Flow Proportional Siphon System.

**21.2 UNDERDRAIN 2**

Install approximately twenty-five (25) linear feet of underdrain at seep near the cluster of Pine trees.

**21.3 - R UNDERDRAIN 3**

Install approximately one hundred (100) linear feet of underdrain, north of the Channel 10 near the existing Access Road. NOTE: Use caution as there may be unmarked pipes in this area.

**21.4 UNDERDRAIN 4**

Install approximately twenty-five (25) linear feet of underdrain replacing Existing Seep Collector 2. The seep conveyance pipe shall convey flow into Vault A of the Flow Proportional Siphon System. Construction of Underdrain 4 shall be installed as to not obstruct ditch line. A portion of existing Seep Collector 2 will be removed in order to properly install Underdrain 4 and shall be considered incidental to and included in this bid item.

**22.0 INCIDENTAL STONE**

During construction of culverts installations, roadway ditch improvements, reshaping of the roadway, rock check dams, rock filter outlets, areas around ponds designated to receive aggregate, and any additional areas that may need stone. Gradation and placement shall be as directed by the WVDEP agent onsite. Payment shall be paid per ton of stone applied by weight ticket and will be made at completion of all work and acceptance by WVDEP.

**23.0 CONCRETE SPREADER**

Provide all materials, including concrete, reinforcing steel, riprap, crushed stone, weir plate and weir base and any accessories and incidentals required for the successful installation and operation of the Concrete Spreader. All excavation, fill placement, leveling, forming and machining are considered incidental to and included in the Concrete Spreader pay item. HDPE pipes, where required, are separate bid items. All threads shall be treated with anti-seize coating. The concrete shall be Type II Sulfate Resistant Concrete (WVDOH Sec. 601). The concrete spreader shall have dimensions as shown on drawings. Reinforcing steel shall be utilized as indicated in the attached drawings. The weir plate, weir base, and all hardware shall be 316 stainless steel. The pond liner shall be considered incidental to and included in the each pond pay item.

Payment for each concrete spreader constructed and approved by WVDEP agent onsite.

#### ✓ 24.0 - R HDPE CULVERT - 18-INCH

The culvert shall be HDPE; dual wall smooth interior corrugated exterior 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 project plans or the WVDEP agent onsite.

#### STANDARD INSTALLATION

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

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

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 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 2-feet of material.

Payment shall be for length of culvert installed, excavation, undercutting, material placement, and any riprap for rock aprons, headwalls and end walls shall be incidental to and included in this bid item.

NOTE: For the proposed culvert to be installed along CR 7/10, care should be taken as to not damage the existing roadway during construction activities and provide appropriate traffic control measures (as deemed appropriate by WVDOH) to ensure safety to the public. Any traffic control and/or repairs to the road shall be incidental to and included in this bid item. Caution: Waterline in area.

FOR THIS PERMIT: Install approximately two hundred twenty (220) linear feet of 18-inch HDPE culvert. The culvert locations shall be determined by project plans or by the WVDEP agent onsite. See attached Overview Map and specifications.

#### 25.0 LIMESTONE BED

The Limestone Bed shall be constructed by means of placing a layer of woven engineering fabric (fabric for separation) on top of the 60-mil pond liner to serve as a protective barrier between limestone and liner. Contractor shall then place a minimum tonnage of limestone on fabric for separation using caution to not damage liner during placement operations. Limestone bed shall be divided perpendicular to flow by means of placing a single layer of woven engineering fabric (fabric for separation) mid length of bed. During construction a



layer of orange safety fence shall also be installed. Top of Limestone Bed shall be 6-inches above the flow line of the associated structure as to ensure all flow will pass through the Limestone Bed. See attached Overview Map and Limestone Bed Detail drawing.

Cost of fabric for separation, safety barrier, limestone, materials, equipment and personnel associated with installation of limestone bed shall be incidental to and included in the cost of this bid item. Payment shall be for each Limestone Bed installed and approved by WVDEP agent onsite.

#### **25.1 - R LIMESTONE BED 1**

**FOR THIS PERMIT:** Install approximately eight hundred (800) tons of AASHTO #1 limestone to create Limestone Bed 1 north of the Manhole 2 for approximately one hundred sixty-five (165) feet long by twenty (20) feet wide by four (4) feet deep and discharge into Channel 5 as shown on the attached Overview Map and in details and specifications.

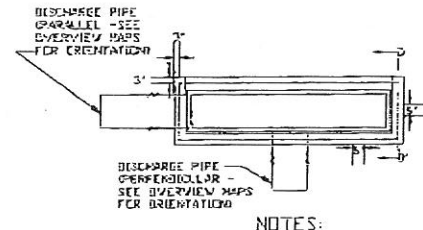
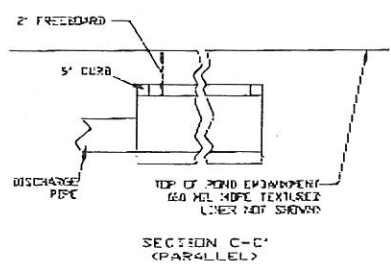
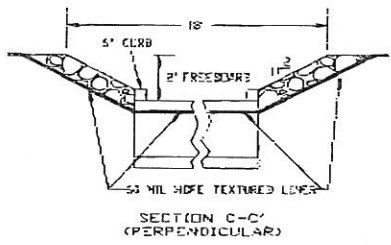
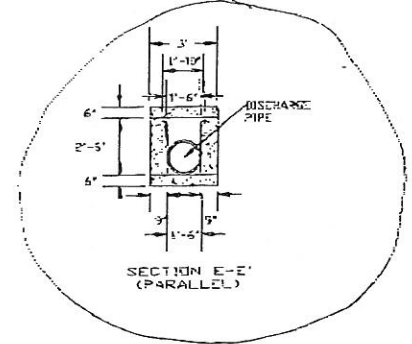
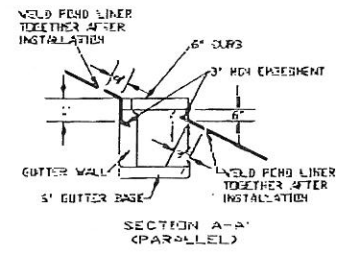
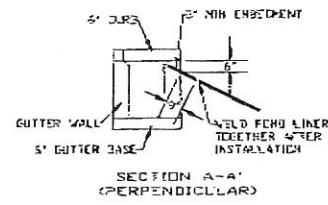
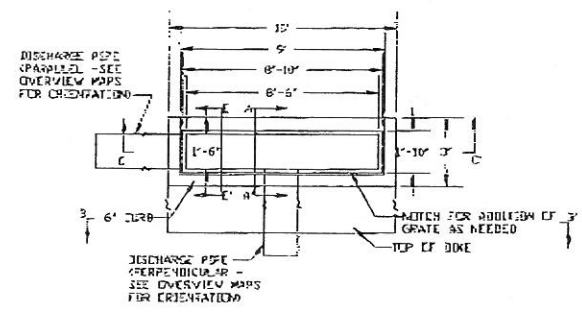
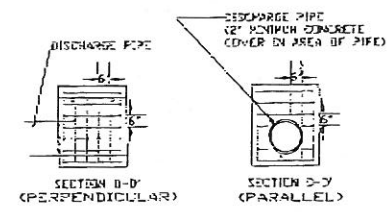
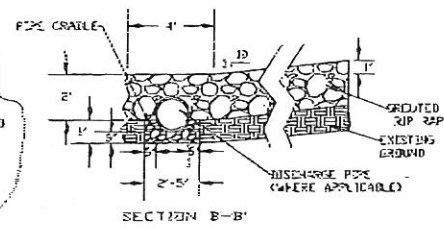
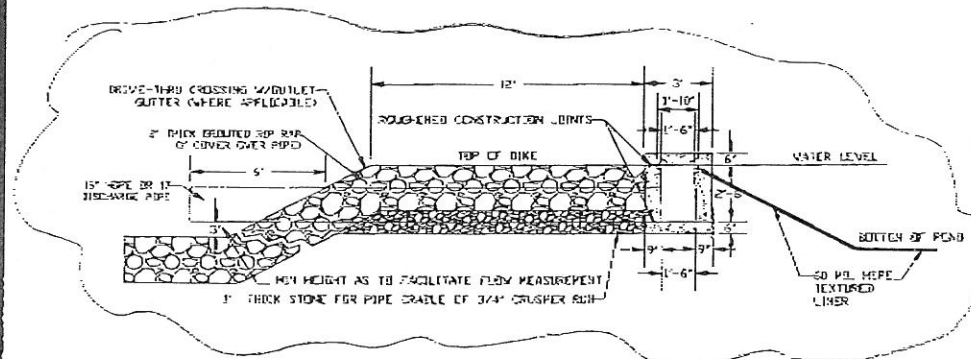
#### **25.2 LIMESTONE BED 2**

**FOR THIS PERMIT:** Install approximately four hundred fifty (450) tons of AASHTO #57 limestone shall be placed to create Limestone Bed 2 within Pond 8; approximately thirty (30) feet long by forty (40) feet wide by six (6) feet deep as shown on the attached Overview Map and in details and specifications.

#### **26.0 BAFFLE CURTAIN**

The baffle curtain shall be of an ultraviolet (UV) resistant type vinyl coated polyester material with a minimum total weight rating of 17 oz. /sq. yd. Styrofoam floats of minimum size of 3-inch by 4-inch by 24-inch 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 1/4-inch diameter stainless steel wire cable shall be seamed into the top of the baffle to anchor at the sides of the pond, and shall extend 10-feet past the cut length of the baffle curtain on each end. A 5/16-inch diameter link chain shall be hot seam sealed into the bottom of the baffle for weight. Curtain shall have aluminum plates attached at each end through the top hot seam to create another anchor point for the curtain. A shackle shall be attached through the plates. 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 WVDEP agent onsite before installation. The wire cable and shackles 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 directed by WVDEP agent onsite. The spacing and the size of the slots shall be determined by the WVDEP Engineer or agent onsite, and shall be installed at the time of installation at pond site. Any adjustments to the quality of baffle curtains must be approved by WVDEP agent onsite.

Payment shall be per linear feet of baffle curtain installed as shown on the attached drawings, details and specifications.



- NOTES:
1. REBAR SHALL BE 1/2\"/>

NOTES:

1. THE FINAL INSTALLED TOP SURFACE OF GUTTER SHALL BE FLUSH WITH ADJACENT TEXTURED SURFACES AND LEVEL.
2. CONSTRUCTION MAY BE CAST-IN-PLACE, PRECAST IN ONE OR MULTIPLE SECTIONS, OR ANY COMBINATION OF CAST-IN-PLACE AND PRECAST.
3. SPECIAL CARE SHALL BE EXERCISED IN FORMING THE 1\"/>

OFFICE OF SPECIAL RECLAMATION  
224 DEPARTMENT STREET  
OAKHILL, WV 25901  
OFFICE 1-206-482-1911  
FAX 1-206-482-1911

DEP CONTRACT NO. 1500  
DESIGNED BY HLP  
DRAWN BY MJB  
CHECKED BY  
APPROVED BY

**dep** Division of Land Reclamation  
Office of Special Reclamation

REVISIONS			
DATE	BY	APP.	NO.
NOVEMBER 2010	EP	EP	1.0

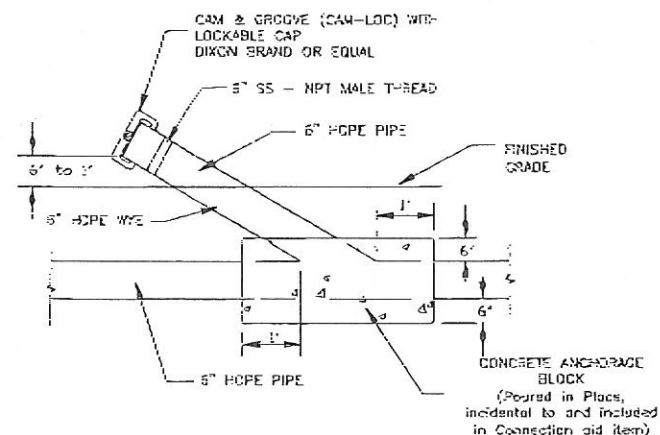
**HALLELUJAH MINING**  
**PERMIT 40-81**  
**DEP16304**  
PRESTON COUNTY, WEST VIRGINIA

OUTLET GUTTER DETAILS

SCALE: NONE

DATE: JULY 2013

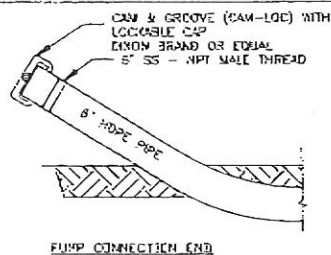
SHT. NO.  
7-R  
TOTAL  
25



NOTE: 5 INCH CONCRETE COVER ON TOP, BOTTOM AND EACH SIDE OF HDPE PIPE AS SHOWN.

PUMP CONNECTION SHALL BE PARALLEL TO ADJACENT POND EMBANKMENT.

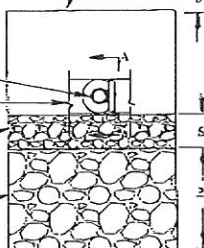
#### PUMP CONNECTION END (IN-LINE)



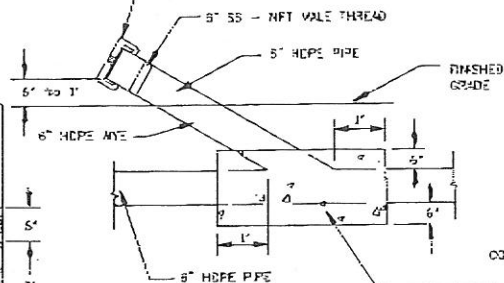
PUMP CONNECTION END

30 INCH DIAMETER (MIN) PVC RISER PIPE W/ CAP

2" SS BALL VALVE PLACED PER HYDROLOGIST  
5" HDPE PIPE  
3/4" STONE  
3" TO 5" STONE



CAM & GROOVE (CAM-LOC) WITH LOCKABLE CAP, DIXON BRAND OR EQUAL



NOTES: 5 INCH CONCRETE COVER ON TOP, BOTTOM AND EACH SIDE OF HDPE PIPE AS SHOWN

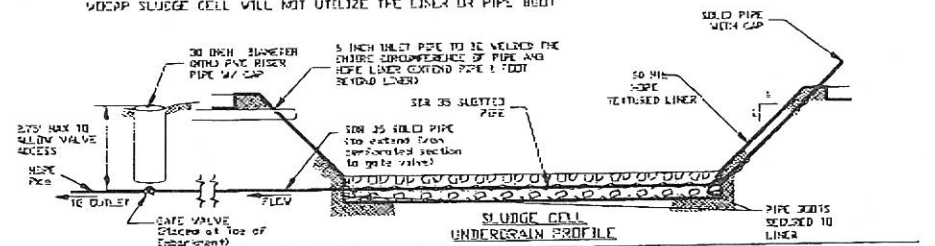
PUMP CONNECTION SHALL BE PARALLEL TO ADJACENT POND EMBANKMENT

IN AREA OF 2" HIGH DRAIN, SLUDGE LINE SHALL HAVE 1/4" FOOT MINIMUM COVER AS TO ALLOW 2" HIGH DRAIN TO FLOW BACK INTO POND UNDER NORMAL POOL ELEVATION

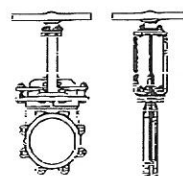
#### PUMP CONNECTION END WITH DRAIN (IN-LINE)

NOTE: THE UNDERDRAIN SHALL BE INSTALLED ALONG THE ENTIRE LENGTH OF BOTTOM (CENTER) OF SLUDGE CELL

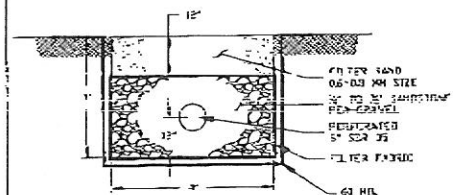
WDEPP SLUDGE CELL WILL NOT UTILIZE THE LINER OR PIPE BOOT



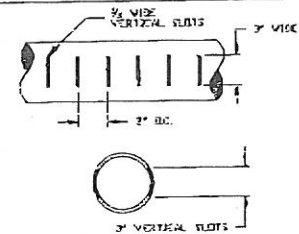
SLUDGE CELL UNDERDRAIN PROFILE



6" STAINLESS STEEL GATE VALVE TYPICAL



SLUDGE CELL UNDERDRAIN CROSS-SECTION



SLUDGE CELL UNDERDRAIN PERFORATION

**NOT USED FOR THIS PROJECT**

NOTE: 1/4" MINIMUM DETAIL

OFFICE OF SPECIAL RECLAMATION  
300 CENTRAL DRIVE  
CHARLESTON, WV 25301  
OFFICE: (304) 525-1911  
FAX: (304) 525-1911

DESIGNED BY  
DRAWN BY  
CHECKED BY  
APPROVED BY

**dep**

Division of Land Reclamation  
Office of Special Reclamation

REVISIONS			
DATE	BY	APPROVED	REASON
10/10/2013	JK		

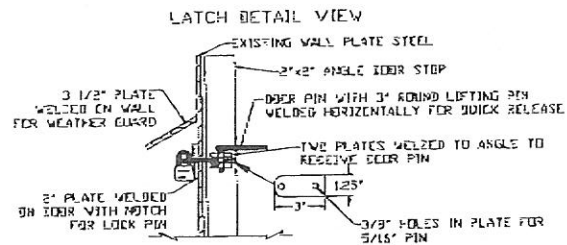
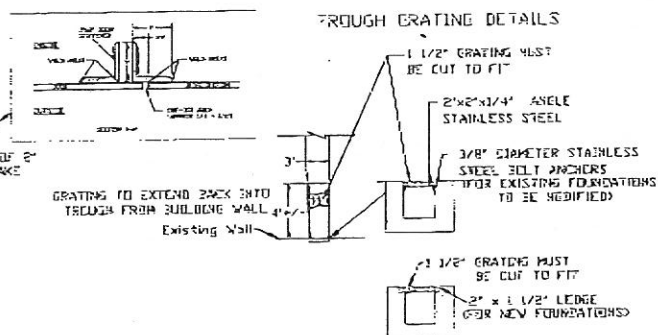
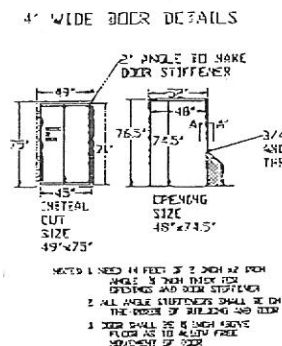
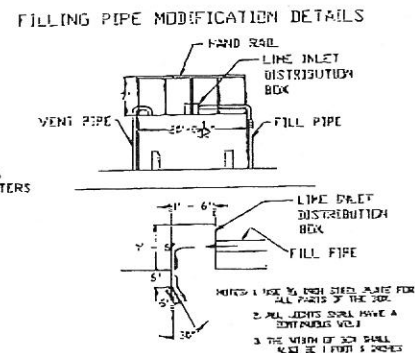
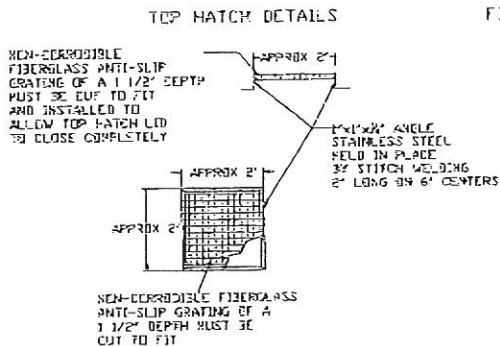
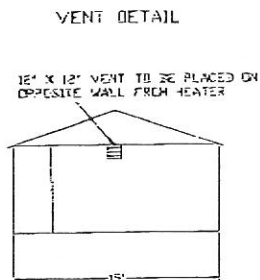
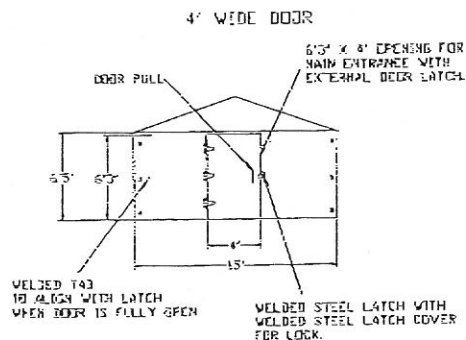
**HALLELUJAH MINING**  
**PERMIT 40-81**  
**DEP16304**  
PRESTON COUNTY, WEST VIRGINIA

SLUDGE CELL DETAILS

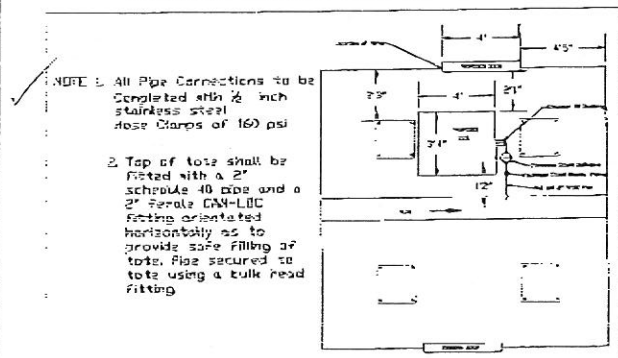
SCALE: NONE

DATE: AUGUST 2013

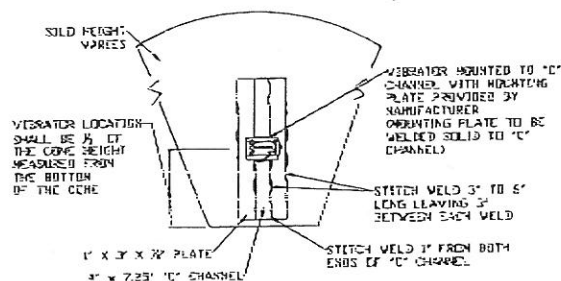
SHT. NO.  
2-2  
TOTAL  
23



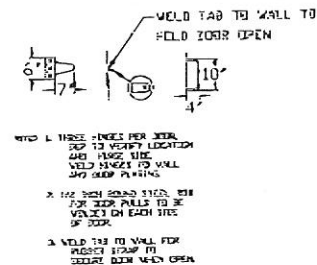
#### SECONDARY CHEMICAL TREATMENT SYSTEM



#### SILD VIBRATOR DETAILS



#### HINGE AND PULL DETAILS



OFFICE OF SPECIAL RECLAMATION  
251 INDUSTRIAL DRIVE  
CAYCE, WV 25801  
OFFICE: 1-800-685-1251  
247A, 1-800-685-0271

DEP CONTRACTING 15304  
DESIGNED BY  
DRAWN BY  
CHECKED BY  
APPROVED BY

**dep** Division of Land Reclamation  
Office of Special Reclamation

REVISIONS			
DATE	BY	APPROVED	REVISION
05/05/2010	WJ	WJ	1

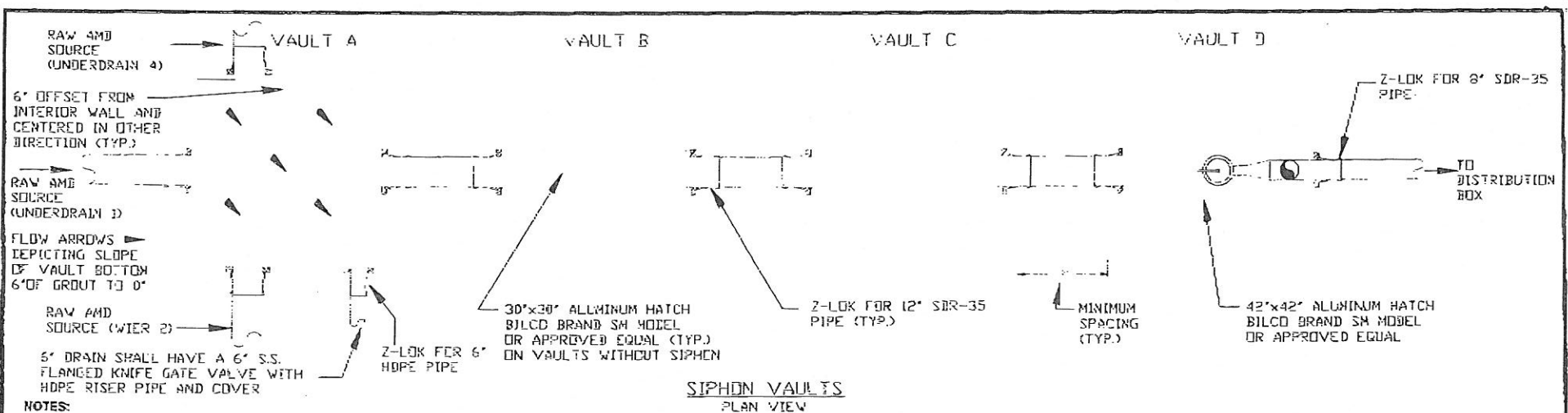
**HALLELUJAH MINING**  
**PERMIT 40-81**  
**DEP16304**  
PRESTON COUNTY, WEST VIRGINIA

**AQUA-FIX BUILDING MODIFICATION DETAILS**

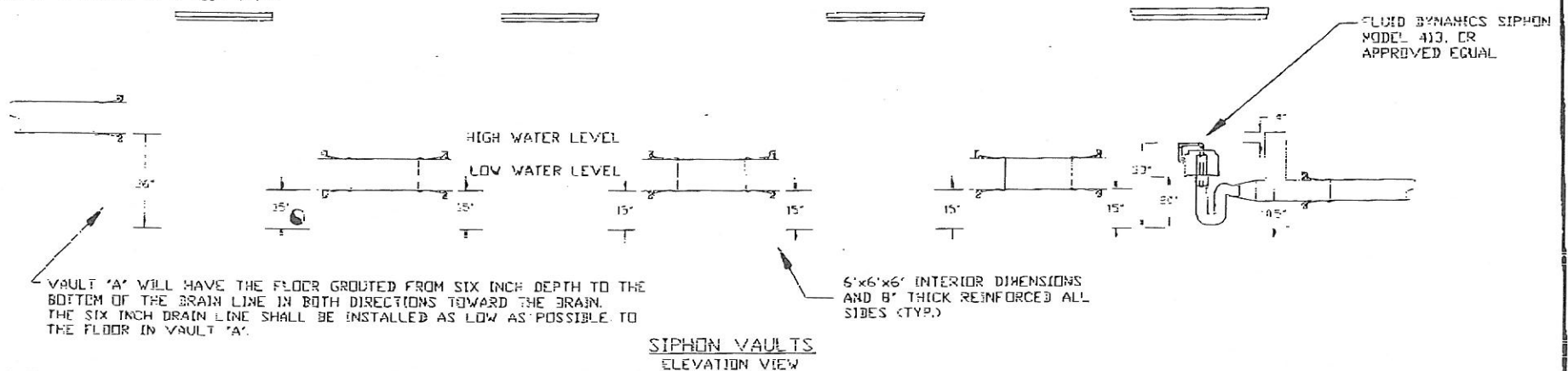
SCALE: NONE

DATE: AUGUST 2013

SHEET NO.	11-R
TOTAL	23



- NOTES:**
1. THE WYDEP SHALL REQUIRE APPROVED SHOP DRAWINGS OF ALL STRUCTURES FROM THE CONCRETE PRECAST COMPANY THROUGH THE CONTRACTOR.
  2. THE PRECAST MANUFACTURER IS RESPONSIBLE FOR THE DESIGN OF THE STRUCTURAL REINFORCEMENT.
  3. THE PRECAST MANUFACTURER SHALL INCLUDE EACH SECTION WEIGHT INFORMATION TO CONTRACTOR FOR PURPOSES OF HAVING APPROPRIATE SIZE CRANE OR LIFTING EQUIPMENT ON SITE.
  4. THE STRUCTURES SHALL BE FABRICATED IN FORMS IN WHICH HORIZONTAL AND VERTICAL ALIGNMENT IS MAINTAINED.
  5. THE Z-LOK FLEXIBLE SLEEVES SHALL BE CAST INTO THE SECTIONS.
  6. THE PRECAST SECTIONS SHALL BE HANDLED BY INSERTS OR OTHER MEANS WHICH WILL PERMIT THEM TO BE LIFTED AND TRANSPORTED WITHOUT INCURRING CRACKING AND SPALLING.
  7. THE CONCRETE SHALL USE PORTLAND TYPE II SULPHATE RESISTANT CEMENT AND SHALL REACH A MINIMUM COMPRESSION STRENGTH OF 2500 PSI AFTER 24 HOURS AND HAVE A MINIMUM COMPRESSION STRENGTH OF 5000 PSI AFTER 28 DAYS. KYPEX OR EQUIVALENT ADDITIVE SHALL BE USED AS PART OF THE MIX.
  8. THE CONCRETE SHALL HAVE A COMPLETE BOND TO THE REINFORCEMENT STEEL.
  9. VAULT "A" SHALL HAVE THE BOTTOM GROUTED TO SLOPE TOWARD THE SIX INCH DRAIN PIPE.
  10. THE SIPHON SHALL BE MOUNTED LEVEL IN A PLASTIC BUCKET WITH A MIN. DIAMETER OF 16 INCHES, FILLED WITH CONCRETE TO A HEIGHT OF 12 INCHES WITH THE EXCESS BUCKET TO BE TRIMMED.
  11. TWO 6 INCH LIFTS OF COMPACTED 1-1/2 INCH CRUSHER RUN AGGREGATE SHALL BE PLACED UNDER THE BASE OF THE VAULTS AND SHALL EXTEND BEYOND THE EXTENTS OF EACH VAULT ON EACH SIDE BY A MINIMUM OF 1 FOOT (TYP.).



OFFICE OF SPECIAL REGULATION  
24 INDUSTRIAL DRIVE  
OAKHILL, WV 25051  
OFFICE: 304-285-1311  
FAX: 304-285-1311

DEP CONTRACT NO. 1504  
DESIGNED BY:  
DRAWN BY:  
CHECKED BY:  
APPROVED BY:

**dep**

Division of Land Reclamation  
Office of Special Reclamation

REVISIONS  
DATE  
BY  
NO.

**HALLELUJAH MINING**  
PERMIT 40-01  
DEP16304  
PRESTON COUNTY, WEST VIRGINIA

**FLOW PROPORTIONAL SIPHON SYSTEM**  
SIPHON VAULTS

SCALE: NTS

DATE: AUGUST 2013

SHT. NO.  
14-2  
TOTAL  
23

## Page \_\_\_\_ of \_\_\_\_

PLEASE PRINT

Date: October 24, 2013

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

**TELEPHONE & FAX  
NUMBERS**

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	NUMBERS
Company: AQUAFIX Sys Inc.	301 MAPLE Lane	PHONE 304-329-1056	
Rep: Mike Jenkins	Kingwood WV 26537	TOLL FREE	
Email Address: mjj@aquafix.com		FAX 304-329-1217	
Company: Breakaway Inc	1075 old turnpike Rd	PHONE 304-765-5317	
Rep: Brian Hoard	Sutton WV 26601	TOLL FREE	
Email Address:		FAX	
Company: McCourt & Son Const.	2790 Centralia Rd	PHONE 304-765-5288	
Rep: Gary Long	Sutton WV 26601	TOLL FREE	
Email Address: glong@wirefire.com		FAX 304-765-5293	
Company: Eastern Arrow Crop Inc	P.O Box 4108	PHONE 304-414-0255	
Rep: Harlis Mitchell	Charleston WV	TOLL FREE	
Email Address:		FAX 304-414-0256	
Company: Aspen Corporation	2400 Ritts Drive	PHONE 304-887-0108	
Rep: Richard Koger II	Danels WV 25832	TOLL FREE	
Email Address: rkoger@aspen-golf.com		FAX 304-763-4591	



REQUEST FOR QUOTATION NO. DEP16304

Hallelujah Mining (40-81)

## SIGN IN SHEET

PLEASE PRINT

Page 1 of 1Date: October 24, 2013

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Green River Group LLC</u>		PHONE <u>681-285-5117</u>
Rep: <u>Marty Turner</u>	<u>2310 Smithtown Rd</u>	TOLL FREE <u>304-594-3991</u>
Email Address: <u>MTURNER@GREENRIVERGROUPLLC.COM</u>	<u>MORGANTHAU WV</u>	FAX <u>304-594-3992</u>
Company: <u>J.F. Allen Co</u>		PHONE <u>304-472-8890</u>
Rep: <u>Scott Broschart</u>	<u>Po Box 2049</u>	TOLL FREE <u>3</u>
Email Address: <u>JAMES.ALLEN@JFALLENCO.COM</u>	<u>Buckhannon WV 26201</u>	FAX <u>304-472-8897</u>
Company: <u>COMPIRE LT INC</u>	<u>PO Box 245</u>	PHONE <u>304-759-4397</u>
Rep: <u>DENNIS C. ELBON</u>	<u>SIMPSON, WV 26435</u>	TOLL FREE <u>304-626-1061</u>
Email Address: <u>DCE-COMP@DCE-ELBON.COM</u>		FAX <u>304-759-4401</u>
Company: <u>Green Mountain Co</u>	<u>511 50th St</u>	PHONE <u>304-925-0253</u>
Rep: <u>David H. Bowman</u>	<u>Charleston WV</u>	TOLL FREE <u>304-925-9230</u>
Email Address: <u>DHB722@yahoo.com</u>	<u>25304</u>	FAX <u>304-925-9230</u>
Company: <u>Central Contracting Inc.</u>	<u>P.O. Box 1485</u>	PHONE <u>304-722-4739</u>
Rep: <u>Tim ALFF</u>	<u>St. Albans, NV 2971</u>	TOLL FREE <u>722-2679</u>
Email Address: <u>TimA@centralak.com</u>		FAX <u>722-2679</u>

**PLEASE PRINT**

### Hallelujah Mining (40-81)

Date: October 24, 2013

**TELEPHONE & FAX  
NUMBERS**

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	NUMBERS
Company: Williams Excavating LLC	8801 CR22A	PHONE 304-614-8887	
Rep: Joe Williams	Bloomington, OH 43910	TOLL FREE	
Email Address: jwilliams@williamsx.com		FAX	
Company: EAGLE EXCAVATION INC.	P.O. BOX 218	PHONE (304) 372-4378	
Rep: GEORGE FRESHOUR	KENNA, WV	TOLL FREE	
Email Address:	25248	FAX (304) 372-4378	
Company: Sunrise Const Inc.	RT.1 Box 256	PHONE 304-457-2109	
Rep: Rock Clark	Morgantown, WV 26405	TOLL FREE	
Email Address: Sunrise@Trueband.com		FAX 304-457-2115	
Company:		PHONE	
Rep:		TOLL	
Email Address:		FREE	
		FAX	
Company:		PHONE	
Rep:		TOLL	
Email Address:		FREE	
		FAX	



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP16304**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Williams EXCAVATING, LLC  
 Company

[Signature]  
 Authorized Signature

12 DEC 2013  
 Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
 Revised 6/8/2012



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

**Solicitation**

NUMBER
DEP16304

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
RS  
H  
I  
P  
T  
O

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

DATE PRINTED
11/18/2013

BID OPENING DATE: 12/04/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.						
THE TECHNICAL QUESTIONS AND ANSWERS AND THE PRE-BID SIGN-IN SHEET WILL BE PROVIDED IN A SUBSEQUENT ADDENDUM.						
12/02/13 12:56:25PM West Virginia Purchasing Division						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF WATER						
***** THIS IS THE END OF RFQ DEP16304 ***** TOTAL:						\$ 990,115. <sup>80</sup>

SIGNATURE	TELEPHONE (740) 937-2077	DATE 12-2-13
TITLE PRESIDENT	FEIN 01-0830020	ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: DEP16304****Addendum Number: 1**

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

To extend bid opening to 12/04/2013 at 1:30PM EST.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## ATTACHMENT A

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP16304**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Williams Excavating, LLC  
Company  
[Signature]  
Authorized Signature  
25 Nov 2013  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



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

# Solicitation

NUMBER
DEP16304

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

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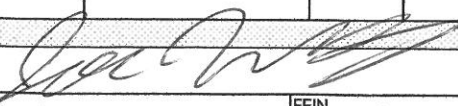
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ENVIRONMENTAL PROTECTION  
DEPT. OF  
OFFICE OF SPECIAL RECLAMATION  
105 S. RAILROAD STREET  
PHILIPPI, WV  
26416-9998 304-457-3219

DATE PRINTED
09/30/2013

BID OPENING DATE: 11/19/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF WATER						
REQUEST FOR QUOTATION						
SPECIAL RECLAMATION/BOND FORFEITURE PROJECT						
THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF <u>HALLELUJAH MINING</u> , NOW UNDER REVOKED PERMIT NUMBER 40-81.						
THIS SITE CONSISTS OF APPROXIMATELY 7 ACRES AND IS LOCATED NEAR KINGWOOD, WV, PRESTON COUNTY.						
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.						
DIRECTIONS TO PRE-BID: FROM KINGWOOD POST OFFICE: TRAVEL WEST 0.6 MILES ON EAST MAIN STREET TOWARD MARSHALL ST. TURN RIGHT ONTO CR 7/10 (DECKENBERGER RD) AND TRAVEL 0.3 MILES TURN RIGHT AT SHARP CURVE AND STAY ON CR 7/10 TRAVEL 0.1 MILES AND STAY LEFT ON CR 7/10 AND TRAVEL 0.8 MILES TURN LEFT ONTO THE SECOND ACCESS ROAD OF THE SITE.						
SIGNATURE 				TELEPHONE (740) 937-2077		DATE 11-14-13
TITLE PRESIDENT		FEIN 01-0830020		ADDRESS CHANGES TO BE NOTED ABOVE		

Revoked  
Permit  
40-81

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





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

## Solicitation

NUMBER
DEP16304

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER  
304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

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

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DATE PRINTED

09/30/2013

BID OPENING DATE:

11/19/2013

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT & PHONE #: DAVID MCCOY 304-457-4588, EXT. 43218						
PLANS & SPECS ON CD MAY BE OBTAINED BY REQUEST FROM THE WV DEPT OF ENVIRONMENTAL PROTECTION, OFFICE OF SPECIAL RECLAMATION, WITH NO CHARGE TO THE CONTRACTOR FOR THE CD OR MAILING. CALL CANDICE STONE @ 304-457-4588 EXT. 43288 OR 304-457-3219 TO REQUEST A COPY. *****THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PRINTING COSTS *****						
***** THIS IS THE END OF RFQ DEP16304 ***** TOTAL:						\$ 990,115. <sup>80</sup>
SIGNATURE <i>Joe W. [Signature]</i> TELEPHONE (740) 937-2077 DATE 11-14-13						
TITLE PRESIDENT		FEIN 01-0830020		ADDRESS CHANGES TO BE NOTED ABOVE		

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

---

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

- ☐ A pre-bid meeting will not be held prior to bid opening.
- ☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

- ☒ A **MANDATORY PRE-BID** meeting will be held at the following place and time:  
10/24/2013 at 10:00 am

Near Kingwood, WV  
Preston County

✓ All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

✓ An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 10/30/2013

Submit Questions to:

Frank Whittaker

2019 Washington Street, East  
Charleston, WV 25305

Fax: 304-558-4115

Email: frank.m.whittaker@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

**SEALED BID**

BUYER: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BID OPENING TIME: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical  
☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

11/19/2013 at 1:30 PM

Bid Opening Location:

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:



**Term Contract**

**Initial Contract Term:** This Contract becomes effective on

and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 365 days.

NTP → 365 days



☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

↓

5%



**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

100%



**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100%. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

100%



**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.



**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.



**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.



**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:



**Commercial General Liability Insurance:**  
\$2,000,000.00 or more.



**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.



\$2,000,000.00 Aggregate



\$2,000,000.00 Automobile Liability



The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
\$ 250.00 per day for each day of delay.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage



requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.



**38. [RESERVED]**

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

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the

purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.



Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
  - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state

repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance



with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: WILLIAMS EXCAVATING, LLC

Contractor's License No. WV 038495

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.

**2.1 DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:



- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. **Required Information.** The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
    - i. The subcontractor listed in the original bid has filed for bankruptcy;
    - ii. The subcontractor in the original bid has been debarred or suspended; or
    - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**HALLELUJAH MINING**  
**PERMIT 40-81**  
**BID SCHEDULE**  
**DEP16304**

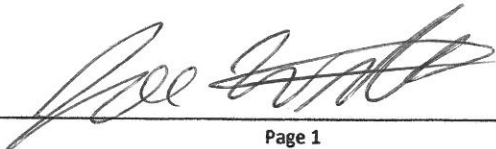
VENDOR NAME:

WILLIAMS EXCAVATING, LLC

The WVDEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.0	Mobilization/Demobilization/Project Sign (Limited to 5% total bid maximum for this permit)	Lump Sum	LS	\$ 45,000	\$ 45,000.00
2.0	Spill Containment Area (S.C.A.) (Limited to \$1,000.00 maximum for this permit)	Lump Sum	LS	\$ 1,000	\$ 1,000.00
3.0	Haul Road/Access Road Upgrade (Limited to 2% total bid maximum for this permit)	Lump Sum	LS	\$ 18,500	\$ 18,500.00
4.0	Construction Stakeout (Limited to 2% total bid maximum for this permit)	Lump Sum	LS	\$ 18,500	\$ 18,500.00
5.0	Utilities	No Bid Item		\$ —	\$ —
6.0	Regrading and Topsoiling	7	AC	\$ 9,219	\$ 64,533.00
7.0	Revegetation	7	AC	\$ 2,000	\$ 14,000.00
8.0	Storm Water Management - Silt Fence and Hay Bale Dike (Limited to \$5.00 per linear foot maximum for this permit)	3500	LF	\$ 4.20	\$ 14,700.00
9.1	Sumps (Limited to \$100.00 per each maximum for this permit)	10	EA	\$ 100.00	\$ 1,000.00
9.2	Settling Pond 2	1	EA	\$ 13,871.35	\$ 13,871.35
9.3	Settling Pond 3	1	EA	\$ 13,871.35	\$ 13,871.35
9.4	Settling Pond 4	1	EA	\$ 13,871.35	\$ 13,871.35
9.5	Settling Pond 5	1	EA	\$ 13,871.35	\$ 13,871.35
9.6	Settling Pond 6	1	EA	\$ 13,871.35	\$ 13,871.35
9.7	Settling Pond 7	1	EA	\$ 13,871.35	\$ 13,871.35
9.8	Settling Pond 8	1	EA	\$ 13,871.35	\$ 13,871.35
9.9	Settling Pond 9	1	EA	\$ 8,871.35	\$ 8,871.35
				SUBTOTAL	\$ 283,203.80

Bidders Authorized Signature:



Date:

11-14-13

**HALLELUJAH MINING  
PERMIT 40-81  
BID SCHEDULE  
DEP16304**

VENDOR NAME:

Williams Excavating, LLC

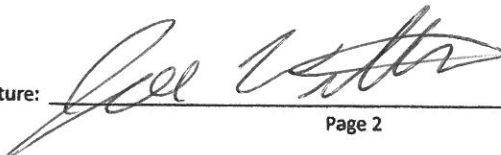
The WVDEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10.0	HDPE Corrugated Weir	2	EA	\$ 4,500	\$ 9,000.00
11.1	New Haul Road/Access Road 1	1900	LF	\$ 27	\$ 51,300.00
11.2	New Haul Road/Access Road 2	325	LF	\$ 27	\$ 8,775.00
12.1	Lined Sludge Disposal Cell	1	EA	\$ 28,000	\$ 28,000.00
12.2	Sludge Cell Underdrain	80	LF	\$ 50	\$ 4,000.00
12.3	HDPE Sludge Pipe, 6-inch	800	LF	\$ 13	\$ 10,400.00
12.4	Pump Adaptor Connection	3	EA	\$ 1,200	\$ 3,600.00
12.5	Pump Adaptor Connection with 2-inch Drain	2	EA	\$ 1,900	\$ 3,800.00
12.6	Gate Valve, 6-inch	2	EA	\$ 2,000	\$ 4,000.00
13.0	HDPE Corrugated Ditch Liner	910	LF	\$ 70	\$ 63,700.00
14.1	HDPE Drive Water Line, 4-inch	485	LF	\$ 10	\$ 4,850.00
14.2	HDPE Water Line, 8-inch	40	LF	\$ 20	\$ 800.00
15.0	Pre-cast Manhole	2	EA	\$ 4,500	\$ 9,000.00
16.0	Relocate Lime Dispensing Unit, Enclosure, and Silo	1	EA	\$ 35,500	\$ 35,500.00
16.1	Sub-foundation Preparation	1	EA	\$ 10,000	\$ 10,000.00
16.2	Foundation	1	EA	\$ 10,000	\$ 10,000.00

SUBTOTAL

\$ 256,725.00

Bidders Authorized Signature:



Date:

11-14-13

**HALLELUJAH MINING**  
**PERMIT 40-81**  
**BID SCHEDULE**  
**DEP16304**

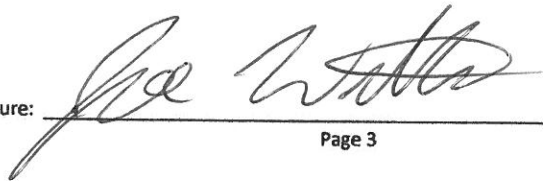
VENDOR NAME:

Williams Excavating, LLC

The WVDEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
16.3	Crane	Lump Sum	LS	\$ 5,500	\$ 5,500.00
17.0	Secondary Chemical Treatment System	1	EA	\$ 4,200	\$ 4,200.00
18.0	Modify Existing Lime Dispensing Unit Structure	1	EA	\$ 41,312	\$ 41,312.00
19.0	Renewable Energy Vibrator System	1	EA	\$ 6,500	\$ 6,500.00
20.0	Fence	2600	LF	\$ 16	\$ 41,600.00
20.1	Gate, 10-foot	8	EA	\$ 800	\$ 6,400.00
21.1	Underdrain 1	315	LF	\$ 70	\$ 22,050.00
21.2	Underdrain 2	25	LF	\$ 70	\$ 1,750.00
21.3	Underdrain 3	100	LF	\$ 70	\$ 7,000.00
21.4	Underdrain 4	25	LF	\$ 70	\$ 1,750.00
22.0	Incidental Stone	400	TON	\$ 30	\$ 12,000.00
23.0	Concrete Spreader	8	EA	\$ 3,500	\$ 28,000.00
24.1	HDPE Culvert, 18-inch	220	LF	\$ 60	\$ 13,200.00
25.1	Limestone Bed 1	1	EA	\$ 22,000	\$ 22,000.00
25.2	Limestone Bed 2	1	EA	\$ 22,000	\$ 22,000.00
26.0	Baffle Curtain	640	LF	\$ 30	\$ 19,200.00
SUBTOTAL					\$ 254,462.00

Bidders Authorized Signature:



Date:

11-14-13



**HALLELUJAH MINING**  
**PERMIT 40-81**  
**BID SCHEDULE**  
**DEP16304**

VENDOR NAME:

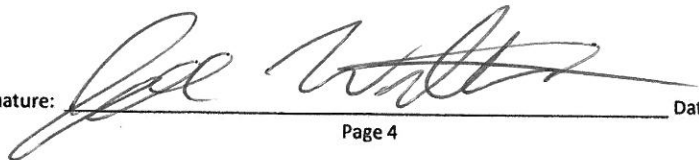
Williams Excavating, LLC

The WVDEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
27.0	Outlet Gutter	3	EA	\$ 20,000	\$ 60,000.00
28.0	Flow Proportional Siphon System	1	EA	\$ 60,000	\$ 60,000.00
29.0	Adjustable Speed Drive	1	EA	\$ 6,600	\$ 6,600.00
30.0	Riprap Channel	75	LF	\$ 42	\$ 3,150.00
31.0	Type "G" Inlet	1	EA	\$ 4,200	\$ 4,200.00
32.1	HDPE Conveyance Pipe, 18-inch	300	LF	\$ 45	\$ 13,500.00
32.2	HDPE Conveyance Pipe, 12-inch	50	LF	\$ 35	\$ 1,750.00
33.0	Limestone Sand	150	TON	\$ 17	\$ 2,550.00
34.0	Grouted Riprap Channel	25	LF	\$ 84	\$ 2,100.00
35.0	Grass Lined Channel	725	LF	\$ 15	\$ 10,875.00
36.0	Seep Conveyance Drain	335	LF	\$ 18	\$ 26,100.00
37.0	Temporary Pipe, 12-inch	Lump Sum	LS	\$ 4,200	\$ 4,200.00
Subtotal - Page 1					\$ 283,203.80
Subtotal - Page 2					\$ 256,725.00
Subtotal - Page 3					\$ 254,462.00
Subtotal - Page 4					\$ 195,725.00

**TOTAL BID****\$ 990,115.80**

Bidders Authorized Signature:



Date:

11-14-13

Agency DEP  
 REQ.P.O# DEP 16304

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Williams Excavating, LLC.  
of Bloomingdale, OH, as Principal, and Travelers Casualty & Surety  
Co. of Amer. Hartford, CT, a corporation organized and existing under the laws of the State of CT  
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
 of West Virginia, as Obligor, in the penal sum of 5% of bid (\$ 990,115.80) for the payment of which,  
 well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
 Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Project Name: DEP16304 Hallelujah Mining Reclamation  
Remove existing Acid Mine Drainage treatment ponds and replace  
with more advanced secondary treatment system including construction  
of 8 new settling ponds, diversion channels, etc.

## 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 Obligor may accept such bid, and said Surety does hereby  
 waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
 Surety, or by Principal individually if Principal is an individual, this 19th day of November, 2013.

Principal Seal

Williams Excavating, LLC.

(Name of Principal)

By X Joseph Williams

(Must be President, Vice President, or  
 Joseph Williams  
 Duly Authorized Agent)

Managing Member

Travelers Casualty & Surety  
Co of America

(Name of Surety)

Surety Seal

Deborah K. Keene  
 Attorney-in-Fact  
 Deborah K. Keene

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
 must attach a power of attorney with its seal affixed.**



## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No.

226664

Certificate No.

005492509

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Cindee J. Campbell, Deanna Armentrout, James W. Wallace, and Deborah K. Keene

of the City of Elkins, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of May, 2013.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 16th day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

## BID BOND PREPARATION INSTRUCTIONS

 AGENCY (A) \_\_\_\_\_  
 RFQ/RFP# (B) \_\_\_\_\_

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

**Bid Bond**

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

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

(M)

## NOW THEREFORE

(a) If said bid shall be rejected, or

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Seal

(R)

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

 By \_\_\_\_\_ (S)  
 (Must be President, Vice President, or  
 Duly Authorized Agent)

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

Surety Seal

(U)

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

 \_\_\_\_\_ (W)  
 Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

**IMPORTANT** – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

WV-72  
Created 07/01/13

State of West Virginia  
Purchasing Division

## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: DEP 16304

Contract Purpose: CONSTRUCTION

Agency Requesting Work: WV DEP AML & SPECIAL RECLAMATION PROJECTS

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: WILLIAMS EXCAVATING, LLC

Vendor Telephone: (740) 937-2077

Vendor Address: 8801 CR 22A

Vendor Fax: (740) 937-2022

BLOOMINGDALE, OH 43910



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

Ohio  
 STATE OF ~~WEST VIRGINIA~~, GDP

COUNTY OF Jefferson, TO-WIT:

I, Joe Williams, after being first duly sworn, depose and state as follows:

1. I am an employee of Williams EXCAVATING, LLC; and,  
 (Company Name)
2. I do hereby attest that Williams EXCAVATING, LLC  
 (Company Name)

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

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

By: 

Title: PRESIDENT

Company Name: Williams EXCAVATING, LLC

Date: 11-14-13


Taken, subscribed and sworn to before me this 14 day of November, 2013.

By Commission expires April 11, 2015

(Seal)



Gail Della Penna  
 NOTARY PUBLIC  
 In and for the State of Ohio  
 My Commission Expires  
 April 11, 2015

  
 (Notary Public)

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



RFQ No. DEP 16304STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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 exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**Vendor's Name: Williams Excavating, LLCAuthorized Signature: [Signature] Date: 11-14-13State of OhioCounty of Jefferson, to-wit:Taken, subscribed, and sworn to before me this 14 day of November, 2013.My Commission expires April 11, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC Gail Della Penna

Purchasing Affidavit (Revised 07/01/2012)



Gail Della Penna  
NOTARY PUBLIC  
In and for the State of Ohio  
My Commission Expires  
April 11, 2015

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

WILLIAMS EXCAVATING, LLC  
(Company)

  
(Authorized Signature)

PRESIDENT  
(Representative Name, Title)

(740) 937-2077      (740) 937-2022  
(Phone Number)      (Fax Number)

11-14-2013  
(Date)