



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

Request for Quotation

RFQ NUMBER
 DEP13005

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/22/2008 | | | | |

BID OPENING DATE: 10/08/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|---|------------|--------|
| | | | | ***** ADDENDUM NO. 1 ***** | | |
| | | | | ADDENDUM ISSUED FOR THE BENHAM PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET FROM THE 08/28/08 MANDATORY PRE-BID MEETING, THE Q/A, THE REVISED SPECIFICATIONS, AND BID SCHEDULES RESULTING FROM THAT MEETING. | | |
| | | | | BID DATE & OPENING HAVE BEEN EXTENDED FROM 10/01/08 TO 10/08/08 AT 1:30 PM | | |
| | | | | PLEASE NOTE- IN ACCORDANCE WITH WV CODE 21-1D-5, BIDS FOR CONSTRUCTION CONTRACTS MUST CONTAIN A SIGNED PURCHASING AFFIDAVIT WITH THE BID. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID. | | |
| | | | | ***** NO OTHER CHANGES ***** | | |
| 0001 | 1 | JB | | 962-73 | | |
| | | | | RECLAMATION: RESTORATION OF LAND | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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

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

INSTRUCTIONS TO BIDDERS

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

Pre-Bid Conference
SIGN IN SHEET
(Please print legibly)

Request for Proposal No: 13005

Date: 8/28/08

| <u>Representative & Firm Name</u> | <u>Mailing Address</u> | <u>Telephone & Fax Number</u> <u>Email Address</u> |
|---|---|--|
| EX: <u>Chuck Bowman</u> Chuck Bowman WV State Purchasing Division | <u>PO Box 50130</u> 2019 Washington Street, East Charleston, WV 25305 | T: <u>304-558-2157</u> F: <u>304-558-4115</u> Email: <u>cbowman@wvadmin.gov</u> |
| 1. <u>David H. Bowman</u> DAVID H. BOWMAN GREEN MOUNTAIN CO | <u>511 50th STREET</u> CHARLESTON WV 25303 | T: <u>304 925 0253</u> F: <u>9043</u> Email: <u>JODY.MAYE@OL.COM</u> |
| 2. <u>Randy Lupton</u> Road Construction Carports Rehabilitation | <u>PO Box 13015</u> Sissonville, WV 25265 | T: <u>304-984-1115</u> F: <u>984-2770</u> Email: <u>R.lupton@ol.com</u> |
| 3. <u>Robert Baines</u> Baines Firm BAINES EXC INC | <u>P.O. Box 13384</u> Sissonville WV 25360 | T: <u>304-984-1725</u> F: <u>304-984-0074</u> Email: <u>BAINESEXC@AOL.COM</u> |
| 4. <u>GEORGE FRESHMAN</u> George Freshman EAGLE EXCAVATION INC | <u>P.O. BOX 218</u> KENNA WV 25248 | T: <u>(304) 372-4378</u> F: <u>(304) 372-4378</u> Email: <u>AWAKE</u> |
| 5. <u>ANN KARDWELL</u> EASTERN ARROW | <u>PO BOX 4108</u> CHARLESTON WV 25364 | T: <u>304-414-0255</u> F: <u>304-414-0256</u> Email: <u>easternarrow@hotmail.com</u> |
| 6. <u>Doug Kwoont</u> Doug Kwoont Breakaway Inc | <u>1075 Old Turnpike Rd</u> Sutton, WV 26601 | T: <u>765-5317</u> F: <u>765-5357</u> Email: |
| 7. <u>Spencer Woodell</u> S.W. IV COWGIRLUP INC | <u>PO BOX 243</u> Simpson, WV 26043 | T: <u>304 739 4397</u> F: <u>304 739 4397</u> Email: |
| 8. <u>Mike Jenkins</u> Mike Jenkins AQUAFIX Sys | <u>301 MAPLE Lane</u> Kingwood WV 26137 | T: <u>304-329-1056</u> F: <u>304-329-1217</u> Email: <u>mjj@aquafix.com</u> |
| 9. _____ | _____ | T: _____ F: _____ Email: _____ |

Please PRINT legibly. All information is essential to contact attendees in a timely manner.
If possible, please provide a company business card.

BENHAM GROUP 120-89
ADDENDUM #1

CHANGES TO SCOPE OF WORK AND TYPICALS

- 1) On page 13, Item #7, the V-ditch should read ...“number six (#6)”.... instead of... “number three (#3)”. Change ...“conveying water to beaver dam”... to read “conveying water to beaver pond”.
- 2) On page 13, Items #8, change all references to “limestone” to read “sandstone.”
- 3) On pages 13 and 14, Item #9, change all references to “limestone” to read “sandstone.”
- 4) On page 14, Item #10, change all references to “limestone” to read “sandstone.”
- 5) On page 14, Item #11, add that each under drain shall be twenty five (25') feet in length and change the reference to “three inch (3”) to four inch (4”) clean sandstone” to read “three (3”) to five inch (5”) clean sandstone.”
- 6) On page 14, Item #12, change ...“Install two (2) twelve inch (12”) schedule forty (40) PVC risers” ...to read ...“Install one (1) twelve inch (12”) HDPE DR 17 riser and one (1) twelve inch (12”) HDPE DR 17 drain line”..
- 7) Page 78, “RAW WATER POND TYPICAL” , and page 79, “RAW WATER POND STAND PIPE ANCHOR PAD TYPICAL”, have been changed to show only two (2) risers and one (1) drain line. Also, on the RAW WATER POND TYPICAL, change “SPLAHPAD” to read “SPLASHPAD”. On the RAW WATER POND STAND PIPE ANCHOR PAD TYPICAL, change.... “ONE 12” AND ONE 4” SCHEDULE 40 PVC RISERS” HDPE DR17 RISER ...to read ...ONE 12” HDPE DR 17 RISER AND ONE 4” PVC RISER”. Note that the typical also shows the dike wall continuing past the anchor pad and the rebar in the anchor pad is shown to run horizontal as well as vertical. (New typicals have been attached.)
- 8) On page 15, Item #19 refers to ...“entrenched one foot (1') thick layer of”. This item should state that the “complete system of pipes, stone, sand, and fabric will be installed in one trench on the bottom of the drying cell. The typical, SLUDGE CELL#1 X-SECTION, on page 53, has been changed to show this installation. (A new typical is attached.)
- 9) On page 15, Item #20, change reference ...“SCR 35 perforated underdrain”...to read ...“HDPE DR 17 perforated underdrain. The DRYING CELL TYPICAL, on page 54, has been changed to show the installment. (A new typical is attached.)
- 10) On page 16, Item #22, at the end of ...“one hundred linear feet (100') of limestone V-ditch number two (#2)”, add ...“use limestone of three inch (3”)”.

- 11) On page 16, Item #24, change the payment reference to read "Payment for construction of the access road, crossing, and V-ditch will be inclusive to the cost of access road number four (#4)."
- 12) A new sheet is attached referring to the V-DITCH chart on page 45. The DEPTH "D" of ditches #3, #4, #5, and #6 should be 1' instead of 2'. On the chart, in the note at the bottom, it states that "Ditches #1 and #2 will be standard limestone rip-rap." Delete "#2" from this line and add new line "Ditch #2 will be limestone of 3" to 5" in diameter." (A new typical is attached.)
- 13) On page 16, Item #25, add "Standard limestone rip-rap will be utilized as liner for V-ditch #1."
- 14) On page 16, Item #26, in the payment reference, to read "Payment for the access road and V-ditch will be paid under V-DITCH#3/ACCESS ROAD #2."
- 15) On page 16, Item #27, change... "limestone rip-rap channel number four (#4)"... to read ... "limestone rip-rap channel number one (#1)". Also, payment reference to read "Payment for the access road and V-ditch will be paid under V-DITCH #4/ACCESS ROAD #3."
- 16) On page 16, Item #28, change... "five hundred linear feet (500') of channel number one (#1)"... to read... "five hundred linear feet (500') of limestone rip-rap channel number one (#1)". Also, change... "inclusive to channel number four (#4)" ...to read... "inclusive to cost of channel number one (#1)".
- 17) On page 17, Item #29, change... "and continuing to the headwaters of beaver dam number two"... to ... "and continuing to the low water crossing on the entrance road."
- 18) On page 17, Item #33, change... "three hundred fifty linear feet (350') of drying cell road"... to read ... "three hundred fifty linear feet (350') of sludge drying cell road".
- 19) On the scope of work, add: "Install approximately two thousand linear feet (2000') of fencing and four (4) gates at designated areas as shown on site plan and/or at the direction of the DEP representative on site. Also, on Bid Schedule, Page 20, Item #18.1, FENCING will be paid per linear foot. Item 18.2 GATES will be paid per each. (A new REVISED BID SCHEDULE is attached.)
- 20) On page 20, change the second "item 17.3" to "item 17.4".
- 21) On page 48, Channel #4a should be lined with "grouted limestone" rather than "grouted sandstone". (A new typical is attached.)
- 22) On page 16, Item #21, remove the lines "Sump will be equipped with a HDPE "Poly-Flex liner with a sixty (60) mil thickness, or equivalent, which shall be fused on site and not leak. The liner shall cover the entire inside of the sump and be anchored in at the top." Also, there will be no reference to cost of the liner on this item. The typical, SUMP/CULVERT/ALKALINITY CELL on page 55, and the SUMP AND 24"

CULVERT typical on page 56, have also been changed to show that the sump will not be lined. (A new typical is attached.)

- 23) On page 43, the VALLEY FILL FACE REPAIR typical has been changed to show the grass lined V-ditch #6 to be along the edge of the fill. Also changed is the GROUTED RIP-RAP CHANNEL #4A. This ditch will continue to the low water crossing and not into the beaver pond. (A new typical is attached.)
- 24) On page 49, FINGER DRAIN TYPICAL, changes were made to show length of finger drains to be twenty-five feet (25') long. (A new typical is attached.)
- 25) On page 55, SUMP/CULVERT/ALKALINITY CELL #3 typical was changed to show top width and height of limestone check dam #2 (AA at the top). (A new typical is attached.)
- 26) On page 56, SUMP AND 24" CULVERT, the note in the middle referring to the sump being lined was deleted. (A new typical is attached.)
- 27) On page 59, SLUDGE PUMP LINE ATTACHMENT, the 6" HDPE DR11 PIPE changed to read 6" HDPE DR17 PIPE. (A new typical is attached.)

QUESTIONS AND ANSWERS

Q) Are the changes mentioned in the meeting going to be addressed in the addendum?

A) Yes

Q) What are the lengths of the drains? (finger drain pipes)

A) Average 25', but will be adjusted to adequately pick up all seeps.

Q) Are we doing drains as needed?

A) Pretty much.

Q) Are we putting liners under spillways or just in the ponds?

A) Liners will be put in spillways.

Q) Are liners going to be 60mil or 40 mil?

A) Liners will be 60 mil, as in specs.

Q) If the beavers leave, is it our fault?

A) No, they will come and go. You won't be responsible.

Q) Are the dimensions (60' and 90') the bottoms of the (alkalinity) cells?

A) Yes

Q) Does the culvert at the sump get a headwall?

A) No

Q) Is V-ditch #2 going to be grouted?

A) No

Q) Is V-ditch #2 breaking in both (two) directions?

A) The flow breaks at the headwall, with pipes direction flow to the ponds.

Q) Is the constructions survey for our use?

A) It is basically just for stakeout. We need to know it is done right.

Q) When we're done with slip #1, does it go back to original (contour)?

A) It will be 2'V/1'H

Q) Does the material from slip go back in after rock-toe buttress is installed?

A) Yes.

Q) Is slip #2 pay item lump sum?

A) Yes

Q) Do we have a footprint that we are to go by and not beyond?

A) Just the slide. Anything that is unstable.

Q) Are the flats where the sludge cells are located big enough?

A) We will have to grade. It's isn't flat now, more like a bench.

Q) There's a logging road coming into drying cells. Will that be addressed in the addendum?

A) It won't be in the addendum, but will be addressed while under construction and in our re-grade work. We'll direct flow away from our drying cells.

Q) Is there a rock quarry here?

A) No

Q) Does that mean we can't open one?

A) As long as you reclaim (what you disturb), we have no problem with getting rock where you can.

Q) How big of an area do we have?

A) As far as you see with the back stacks and within our boundaries.

Q) Can we go anywhere?

A) Anywhere within the limits of the back stacks.

Q) What kind of ditch is behind slip #3?

A) Rip-rap.

Q) Are we responsible for anything above slide #3?

A) As far as slides, no. Only pick up seeps.

Q) Can we get to this slip (#3) from the other one (#2)?

A) Yes

Q) What keeps this water (roadway) from going into repaired slip?

A) Ditch and roadway will be sloped back to the ditch.

Q) How far do we grade?

A) Just the slip area.

Q) What road width do we need for access?

A) Ten (10') feet.

Q) Are there any areas above us that we will need to keep off of ditch, anything too wet?

A) Not that we are aware of.

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

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|----------|---|------------|----------|
| REVISED BID SCHEDULE | | | | |
| PERMIT NAME: <u>BENHAM GROUP</u> | | | | |
| PERMIT NUMBER(S): <u>120-79</u> | | | | |
| The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable. | | | | |
| 1.0 | LUMP SUM | MOBILIZATION/DEMOBILIZATION/PROJECT SIGN (5% Total Bid Maximum for this permit) | LUMP SUM | \$ _____ |
| 2.0 | LUMP SUM | <u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit) | LUMP SUM | \$ _____ |
| 3.0 | LUMP SUM | <u>ACCESS ROAD MAINTENANCE</u> | LUMP SUM | \$ _____ |
| 4.0 | LUMP SUM | REGRAIDING AND TOPSOILING | LUMP SUM | \$ _____ |
| 5.0 | | REVEGETATION | | |
| 5.1 | LUMP SUM | <u>AGRICULTURAL LIME</u> | LUMP SUM | \$ _____ |
| 5.2 | LUMP SUM | <u>FERTILIZER</u> | LUMP SUM | \$ _____ |
| 5.3 | LUMP SUM | <u>MULCH</u> | LUMP SUM | \$ _____ |
| 5.4 | LUMP SUM | <u>VEGETATIVE SPECIES</u> | LUMP SUM | \$ _____ |
| 6.0 | LUMP SUM | <u>CONSTRUCTION STAKEOUT</u> | LUMP SUM | \$ _____ |
| <u>WATER QUALITY ABATEMENT</u> | | | | |
| 7.0 | | <u>WATER TREATMENT PONDS</u> | | |
| 7.1 | LUMP SUM | POND NUMBER ONE (#1) | LUMP SUM | \$ _____ |
| 7.2 | LUMP SUM | POND NUMBER TWO (#2) | LUMP SUM | \$ _____ |
| 7.3 | LUMP SUM | POND NUMBER THREE (#3) | LUMP SUM | \$ _____ |
| 7.4 | LUMP SUM | POND NUMBER FOUR (#4) | LUMP SUM | \$ _____ |
| 7.5 | LUMP SUM | POND NUMBER FIVE (#5) (POLISHING POND) | LUMP SUM | \$ _____ |
| 7.6 | LUMP SUM | <u>RAW WATER POND</u> | LUMP SUM | \$ _____ |
| 7.7 | LUMP SUM | <u>ALKALINITY CELL NUMBER ONE (#1)</u> | LUMP SUM | \$ _____ |
| 7.8 | LUMP SUM | <u>ALKALINITY CELL NUMBER TWO (#2), LIMESTONE CHECK DAM</u> | LUMP SUM | \$ _____ |

| | | |
|---|-----------|----------------------------|
| BUYER CB-23 | PAGE 8 | REQ. OR PO NO. DEP13005 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION | | |

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

| ITEM NO | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---------|----------|---|----------------|----------|
| 7.9 | LUMP SUM | <u>ALKALINITY CELL NUMBER THREE (#3), LIMESTONE CHECK DAM</u> | LUMP SUM | \$ _____ |
| 7.10 | LUMP SUM | <u>SUMP</u> | LUMP SUM | \$ _____ |
| 8.0 | 2000 LF | <u>HAYBALE DIKE (MAX. BID \$5.00 PER LF)</u> | \$ _____ LF | \$ _____ |
| 9.0 | LUMP SUM | <u>GROUTED RIP-RAP CHANNEL NUMBER FOUR-A (#4A)</u> | LUMP SUM | \$ _____ |
| 10.0 | LUMP SUM | <u>STRUCTURE AND DEBRIS REMOVAL</u> | LUMP SUM | \$ _____ |
| 11.0 | LUMP SUM | <u>CLEAN DEEP MINE SEAL PIPES (wet type-acid producing seams)</u> | LUMP SUM | \$ _____ |
| 12.0 | | <u>OPEN LIMESTONE CHANNELS/V-DITCHES</u> | | |
| 12.1 | LUMP SUM | <u>V-DITCH #5/ACCESS ROAD #4</u> | LUMP SUM | \$ _____ |
| 12.2 | LUMP SUM | <u>V-DITCH #3/ACCESS ROAD #2</u> | LUMP SUM | \$ _____ |
| 12.3 | LUMP SUM | <u>V-DITCH #4/ACCESS ROAD #3</u> | LUMP SUM | \$ _____ |
| 12.4 | LUMP SUM | <u>CHANNEL #1</u> | LUMP SUM | \$ _____ |
| 12.5 | LUMP SUM | <u>V-DITCH #1</u> | LUMP SUM | \$ _____ |
| 12.6 | LUMP SUM | <u>V-DITCH #2</u> | LUMP SUM | \$ _____ |
| 13.0 | LUMP SUM | <u>WATER TREATMENT UNIT</u> | LUMP SUM | \$ _____ |
| 14.0 | LUMP SUM | <u>FINGER DRAIN COLLECTION SYSTEMS (TWO)</u> | LUMP SUM | \$ _____ |
| 15.0 | | <u>TREATMENT SITE ROADWAYS</u> | | |
| 15.1 | LUMP SUM | <u>POND CLEAN-OUT ACCESS ROAD NUMBER ONE (#1)</u> | LUMP SUM | \$ _____ |
| 15.2 | LUMP SUM | <u>POND CLEAN-OUT ACCESS ROAD NUMBER TWO (#2)</u> | LUMP SUM | \$ _____ |
| 15.3 | LUMP SUM | <u>DRYING CELL ACCESS ROAD</u> | LUMP SUM | \$ _____ |
| 16.0 | | <u>DRYING CELLS</u> | | |
| 16.1 | LUMP SUM | <u>DRYING CELL NUMBER ONE (#1)</u> | LUMP SUM | \$ _____ |
| 16.2 | LUMP SUM | <u>DRYING CELL NUMBER TWO (#2)</u> | LUMP SUM | \$ _____ |
| 16.3 | LUMP SUM | <u>DRYING CELL NUMBER THREE (#3)</u> | LUMP SUM | \$ _____ |

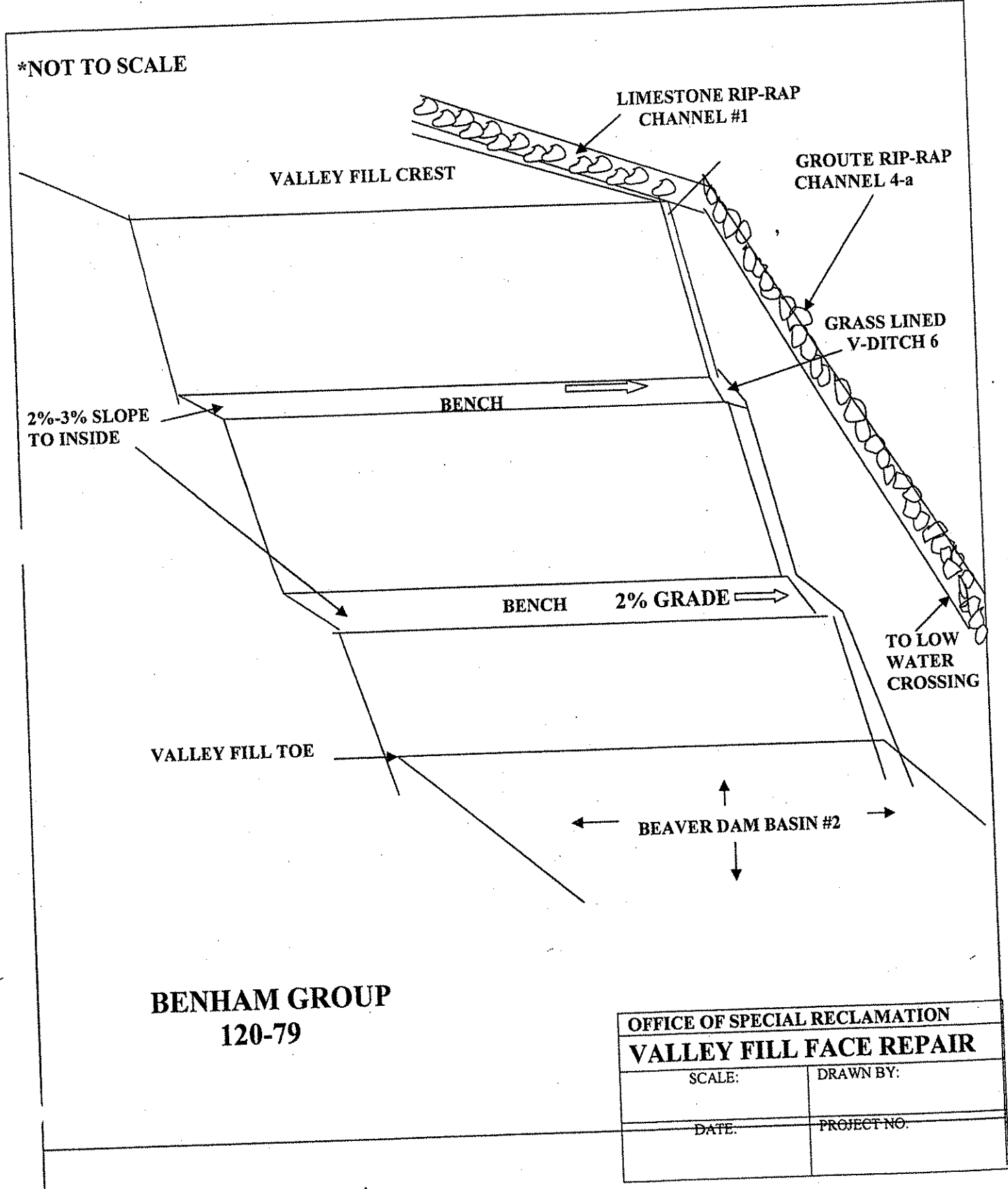
| | | |
|---|-----------|----------------------------|
| BUYER CB-23 | PAGE 9 | REQ. OR PO NO. DEP13005 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION | | |

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

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|----------|---|------------|----------|
| 17.0 | | <u>HDPE DR17 PIPE</u> | | |
| 17.1 | LUMP SUM | <u>SEVEN HUNDRED LINEAR FEET (700') SIX INCH (6") HDPE DR17 CONVEYANCE LINE FROM SLUDGE CELL NUMBER THREE TO LIMESTONE RIP-RAP CHANNEL NUMBER ONE (#1), STAINLESS STEEL KNIFE VALVE/BOX</u> | LUMP SUM | \$ _____ |
| 17.2 | LUMP SUM | <u>TWO HUNDRED LINEAR FEET (200') SIX INCH (6") HDPE DR17 SLUDGE CONVEYANCE LINE, TWO (2) HDPE DR17 SLUDGE PUMP PORTS, CAPS</u> | LUMP SUM | \$ _____ |
| 17.3 | LUMP SUM | <u>SEVENTY FIVE LINEAR FEET (75') SIX INCH (6") HDPE DR17 CONVEYANCE LINE FROM HEADWALL IN V-DITCH NUMBER TWO (#2 TO POND NUMBER ONE (#1), STAINLESS STEEL KNIFE VALVE/BOX</u> | LUMP SUM | \$ _____ |
| 17.4 | LUMP SUM | <u>ONE HUNDRED FIFTY LINEAR FEET (150') SIX INCH (6") HDPE DR17 CONVEYANCE LINE FROM HEADWALL IN V-DITCH NUMBER TWO (#2) TO POND NUMBER TWO (#2), 6" STAINLESS STEEL KNIFE VALVE/BOX</u> | LUMP SUM | \$ _____ |
| 18.0 | | <u>FENCING</u> | | |
| 18.1 | 2000 LF | <u>FENCE</u> | PER LF | \$ _____ |
| 18.2 | 4 | <u>GATES</u> | PER EACH | \$ _____ |
| 19.0 | | <u>LAND RESTORATION</u> <u>BACKFILLING/REGRADEING</u> | | |
| 19.1 | LUMP SUM | <u>RESTRUCTURE VALLEY FILL FACE</u> | LUMP SUM | \$ _____ |
| 19.2 | LUMP SUM | <u>SLIP NUMBER ONE (#1) REPAIR</u> | LUMP SUM | \$ _____ |
| 19.3 | LUMP SUM | <u>SLIP NUMBER TWO(#2) REPAIR</u> | LUMP SUM | \$ _____ |
| 19.4 | LUMP SUM | <u>SLIP NUMBER THREE (#3) REPAIR</u> | LUMP SUM | \$ _____ |
| | | TOTAL | | \$ _____ |

| | | |
|--|------------|----------------------------|
| BUYER CB-23 | PAGE 43 | REQ. OR PO NO DEP.13005 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION | | |

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

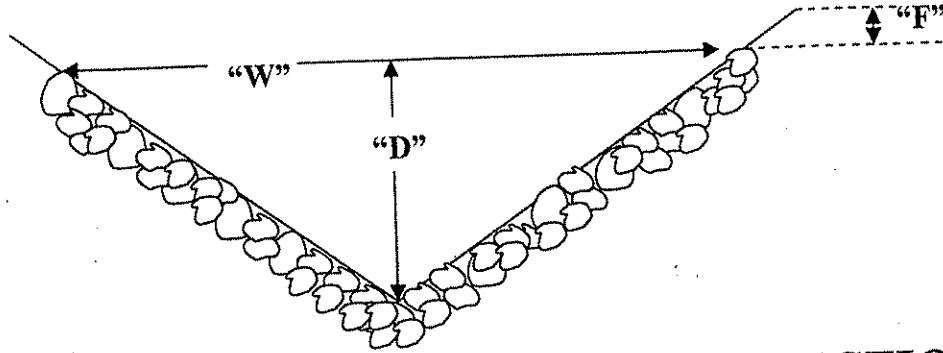


BENHAM GROUP
120-79

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| OFFICE OF SPECIAL RECLAMATION | |
| VALLEY FILL FACE REPAIR | |
| SCALE: | DRAWN BY: |
| DATE: | PROJECT NO.: |

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 VENDOR:

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TYPICAL V-DITCH

X-SECTION

| DITCH # | WIDTH "W" | DEPTH "D" | LENGTH | LINING |
|---------|-----------|-----------|--------|-----------|
| #1 | 8' | 2' | 1,150' | limestone |
| #2 | 8' | 2' | 100' | limestone |
| #3 | 4' | 1' | 975' | limestone |
| #4 | 4' | 1' | 900' | limestone |
| #5 | 4' | 1' | 1,110' | limestone |
| #6 | 4' | 1' | 200' | grass |

***NOTE:** Freeboard (F) will be ONE FOOT (1') above rock

Slopes will be 2'H/1'V.

Ditches #1 will be standard limestone rip-rap.

Ditch #2 will be 3" to 5" diameter limestone rip-rap.

Ditches #3, #4 and #5 will be 3" to 8" diameter limestone rip-rap.

BENHAM GROUP

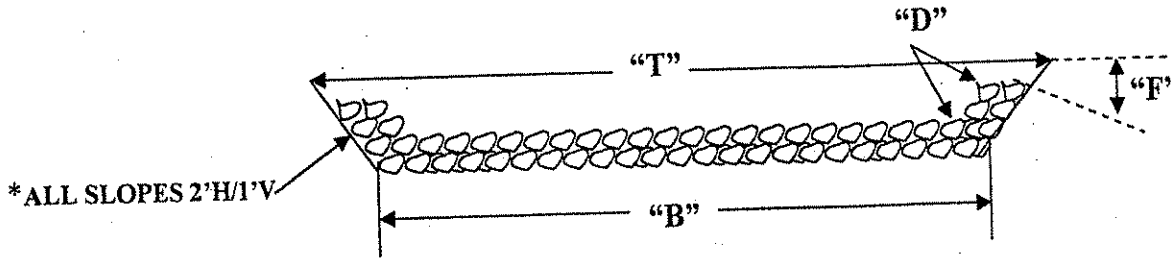
120-79

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| OFFICE OF SPECIAL RECLAMATION | |
| V-DITCHES | |
| SCALE: | DRAWN BY: |
| DATE: | PROJECT NO: |

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BENHAM GROUP 120-79



| GROUTED SPILLWAY/CHANNEL | DEPTH "D" (ft) | TOP WIDTH "T" (ft) | BOTTOM WIDTH "B" (ft) | FREEBOARD "F" (ft) | LINING |
|--------------------------|----------------|--------------------|-----------------------|--------------------|-------------------|
| SPILLWAY POND #1 25' | 1 | 8 | 4 | 1 | GROUTED SANDSTONE |
| SPILLWAY POND #2 25' | 1 | 8 | 4 | 1 | GROUTED SANDSTONE |
| SPILLWAY POND #3 25' | 1 | 8 | 4 | 1 | GROUTED SANDSTONE |
| SPILLWAY POND #4 25' | 1 | 8 | 4 | 1 | GROUTED SANDSTONE |
| SPILLWAY POND #5 25' | 1 | 8 | 4 | 1 | GROUTED SANDSTONE |
| DC SPILLWAY #1 25' | 1 | 8 | 4 | 1 | GROUTED SANDSTONE |
| DC SPILLWAY #2 25' | 1 | 8 | 4 | 1 | GROUTED SANDSTONE |
| CHANNEL #4a (250') | 1 | 8 | 4 | 1 | GROUTED LIMESTONE |

*DC is Drying Cell

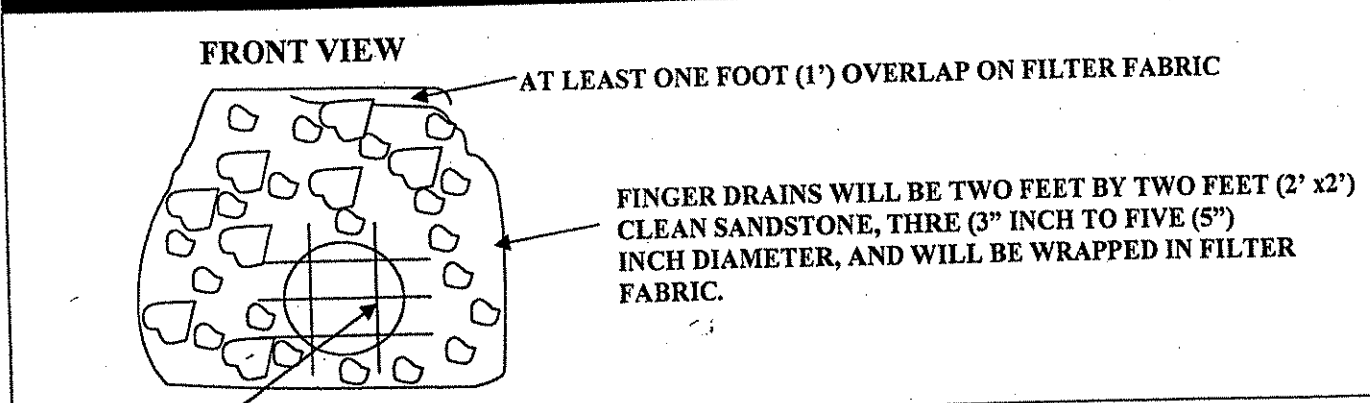
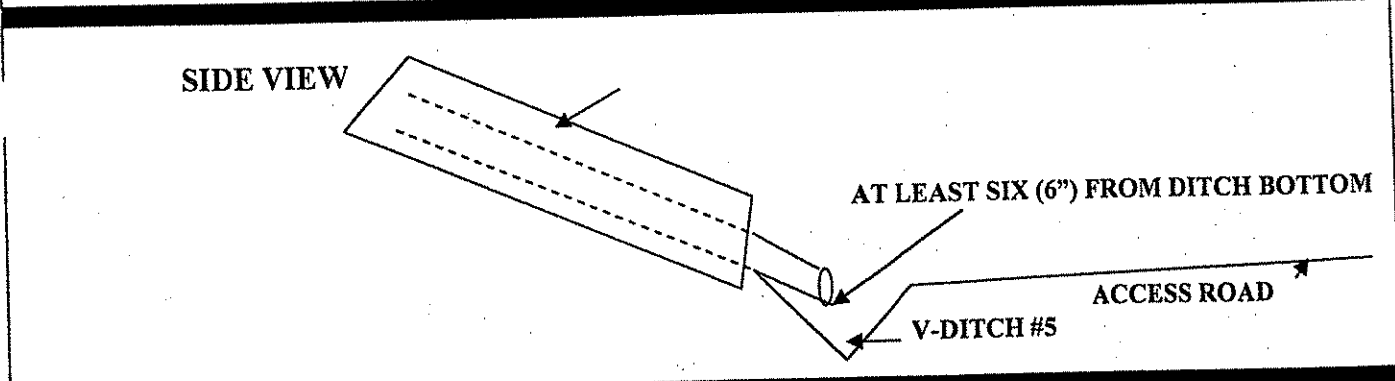
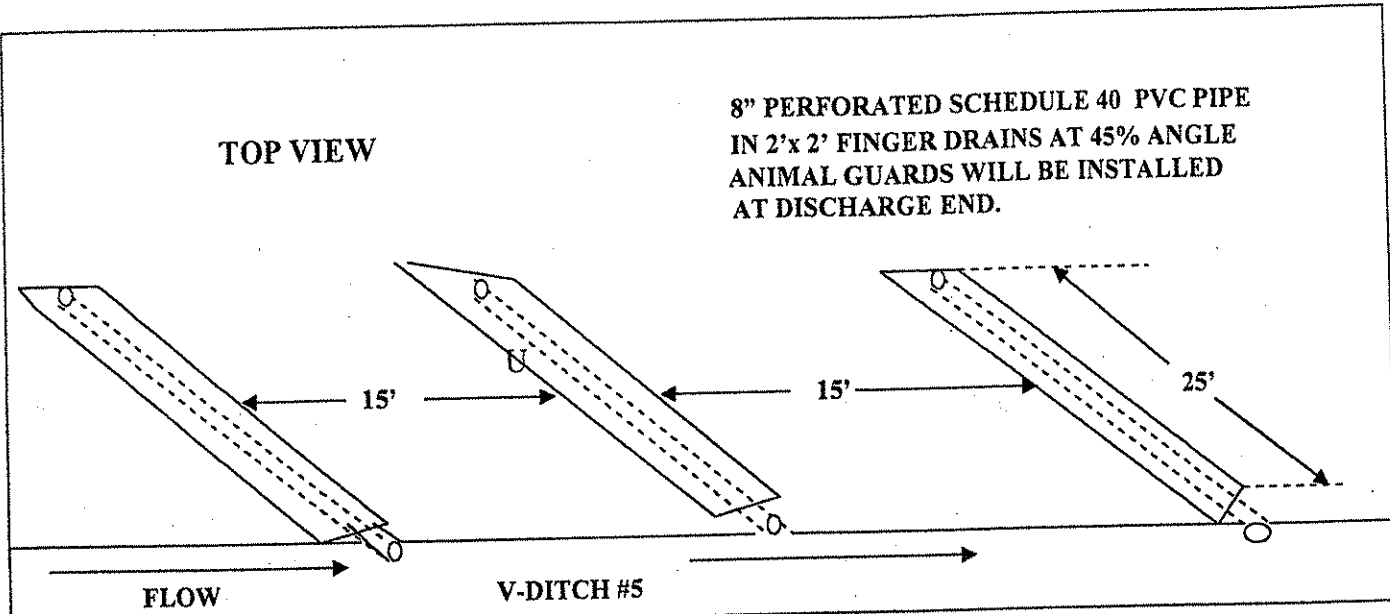
*GROUT MUST FILL ALL VOIDS IN RIP-RAP AND SLOPED TO AVOID POOLING ON SURFACE

*GROUTED RIP-RAP WILL BE 18" THICK IN ALL SPILLWAYS AND CHANNEL

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| OFFICE OF SPECIAL RECLAMATION | |
| GROUTED RIP-RAP CHANNEL/SPILLWAYS | |
| SCALE: | DRAWN BY: |
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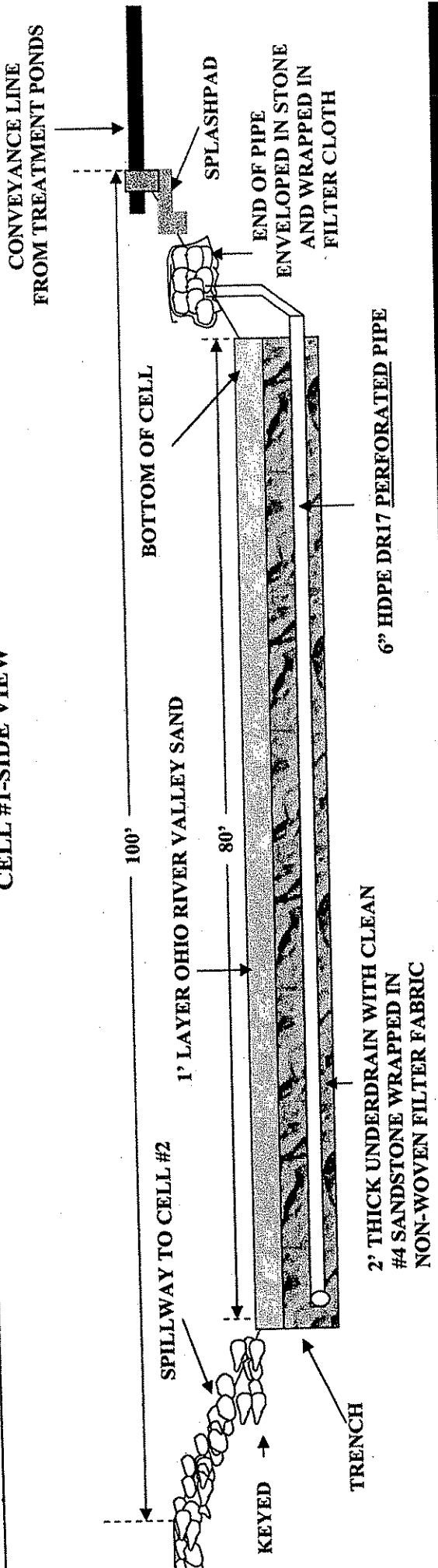
ANIMAL GUARD CONSTRUCTED OF
 NON-CORROSIVE MATERIAL

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| OFFICE OF SPECIAL RECLAMATION | |
| FINGER DRAIN TYPICAL | |
| SCALE: | DRAWN BY: |
| DATE: | PROJECT NO: |

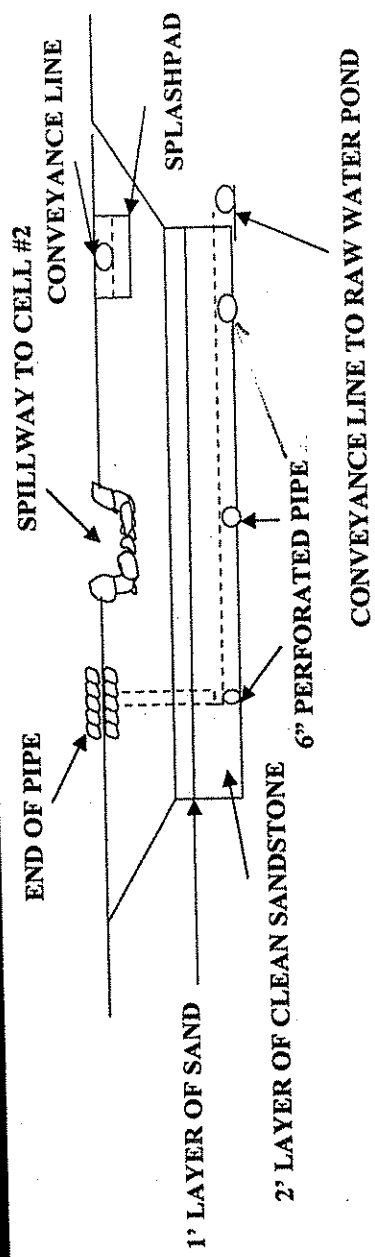
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CELL #1-SIDE VIEW



CELL #1-END VIEW



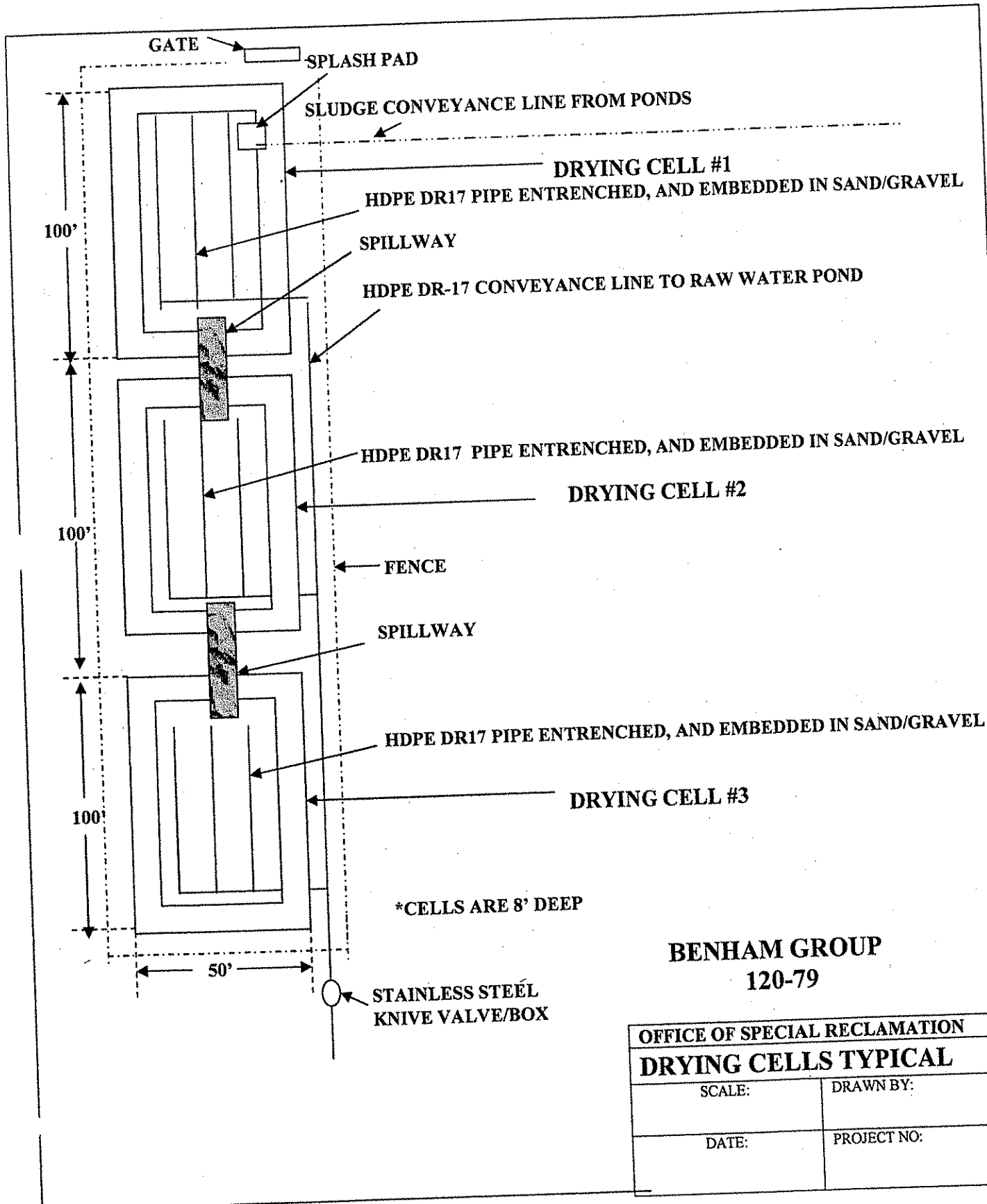
NOT TO SCALE

BENHAM GROUP
 120-79

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| OFFICE OF SPECIAL RECLAMATION | |
| SLUDGE CELL #1 X-SECTION | |
| SCALE: | DRAWN BY: |
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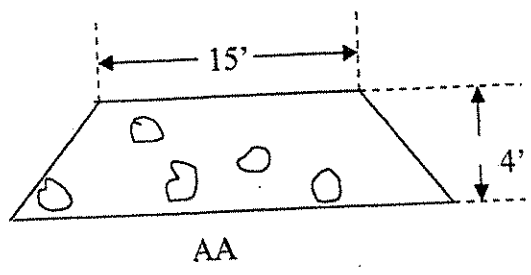
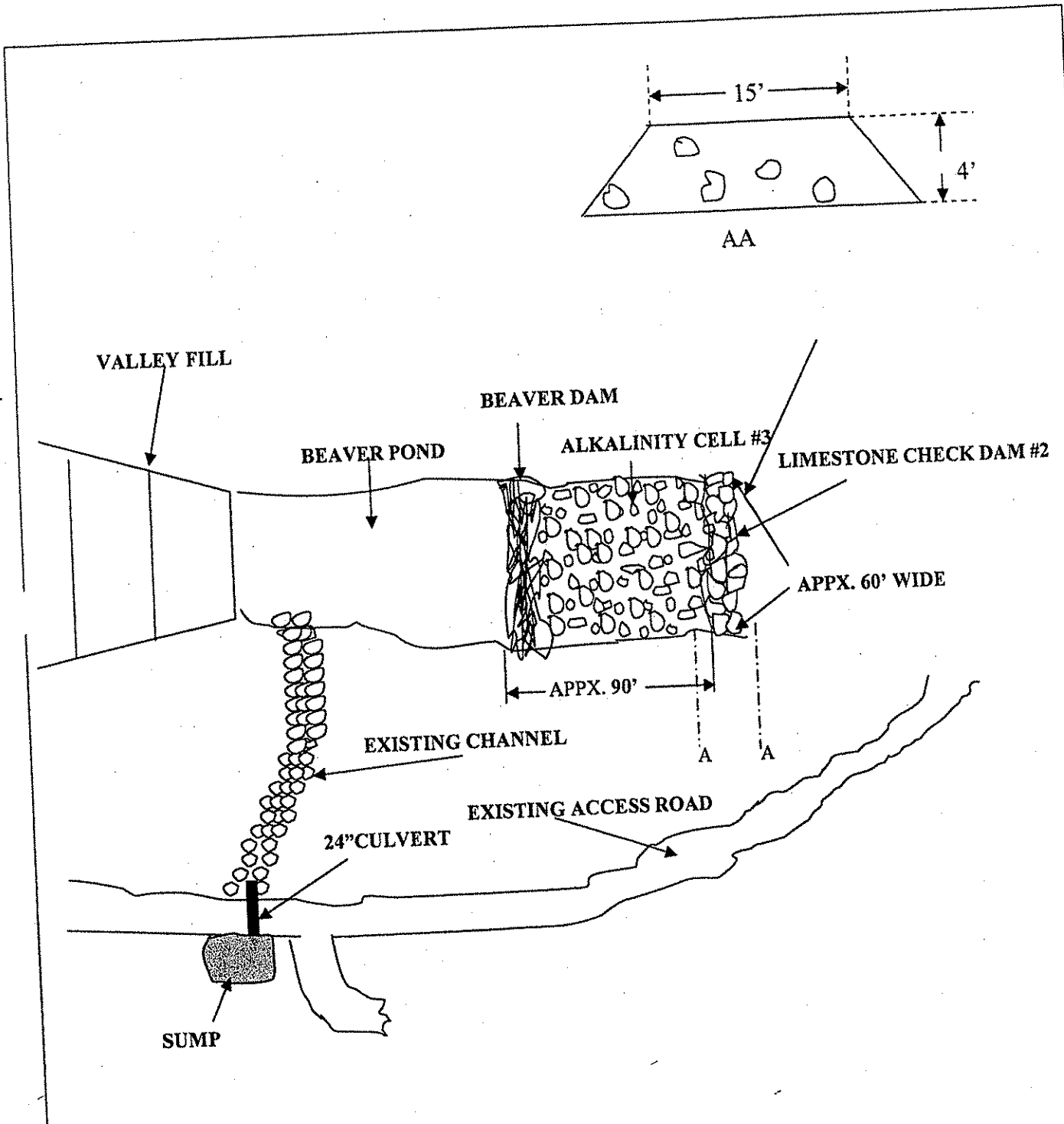


BENHAM GROUP
120-79

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| OFFICE OF SPECIAL RECLAMATION | |
| DRYING CELLS TYPICAL | |
| SCALE: | DRAWN BY: |
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BENHAM GROUP 120-79

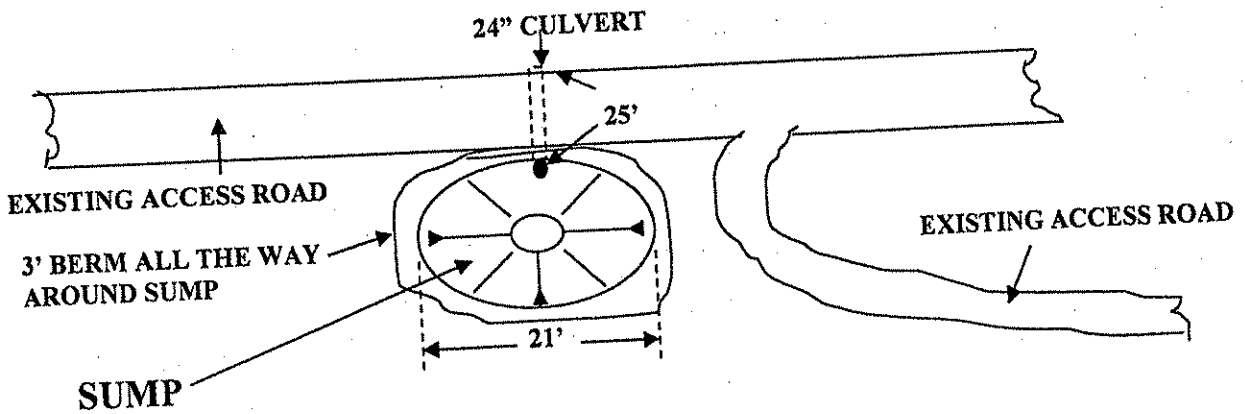
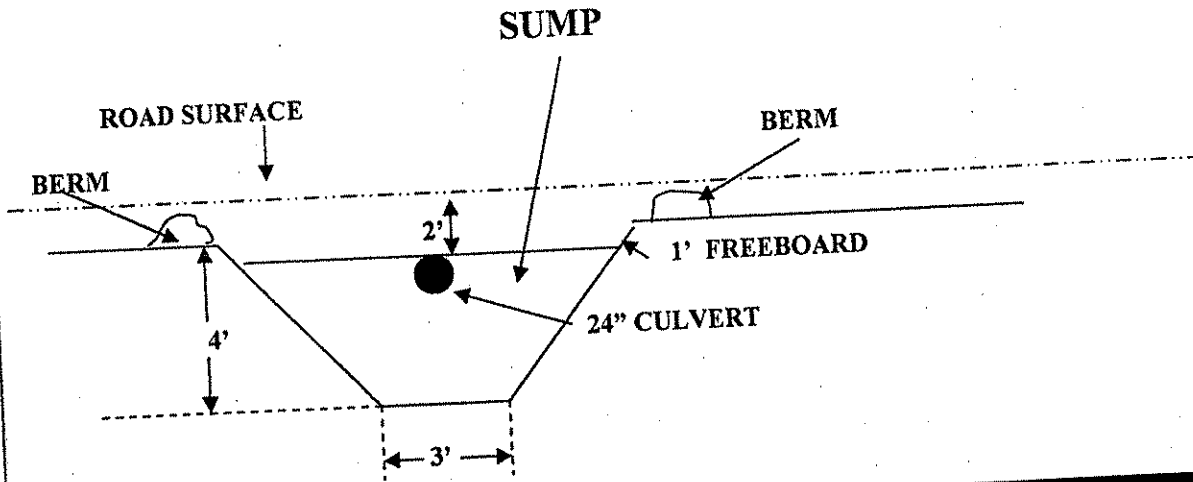
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| OFFICE OF SPECIAL RECLAMATION SUMP/CULVERT/ALKALINITY CELL #3 | |
| SCALE: | DRAWN BY: |
| DATE: | PROJECT NO: |

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SIDE VIEW

*NOT TO SCALE



BENHAM GROUP 120-79

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| OFFICE OF SPECIAL RECLAMATION | |
| SUMP AND 24" CULVERT | |
| SCALE: | DRAWN BY: |
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BENHAM GROUP 120-79

SLUDGE PUMP HOOK UP LINE

WITH STAINLESS STEEL CAM-LOCK CONNECTION

6" HDPE DR 17 PIPE

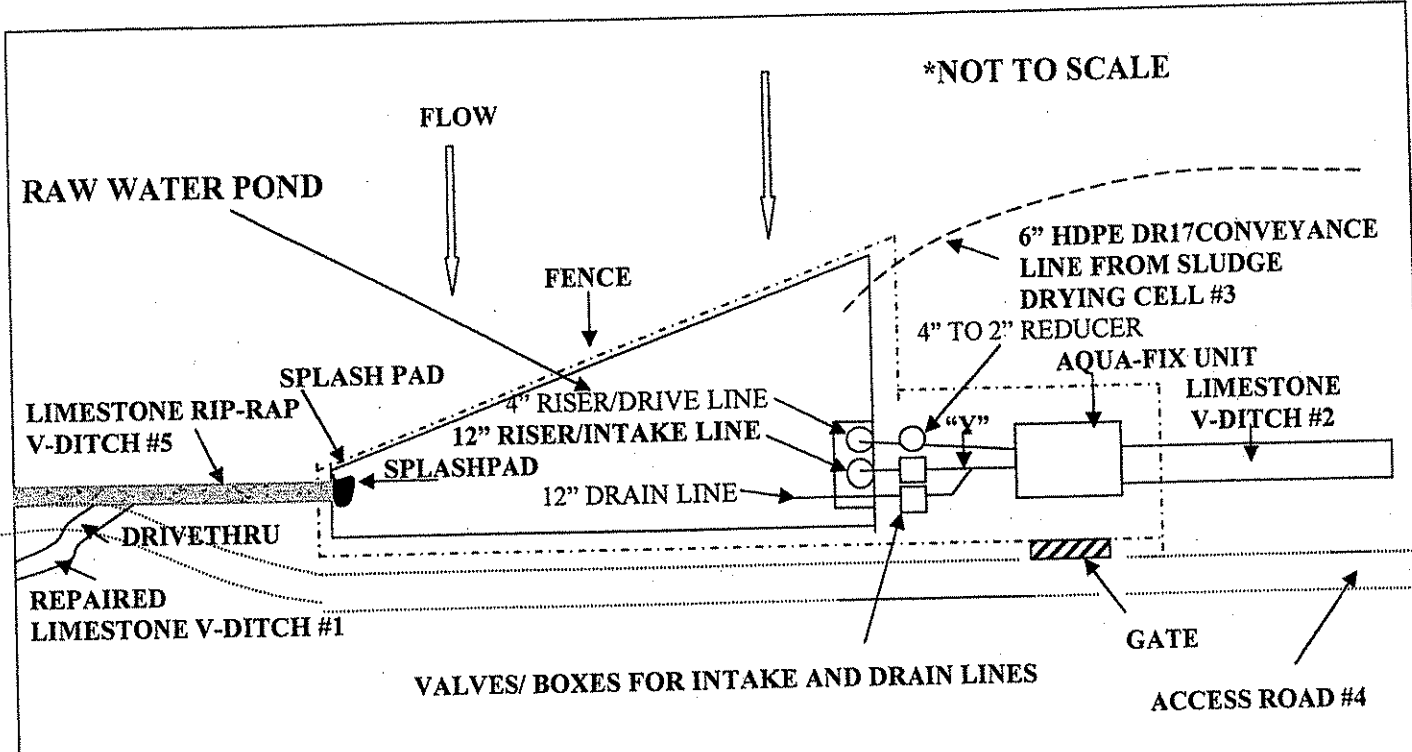
BEDDED IN LIMESTONE GRAVEL

8-10"

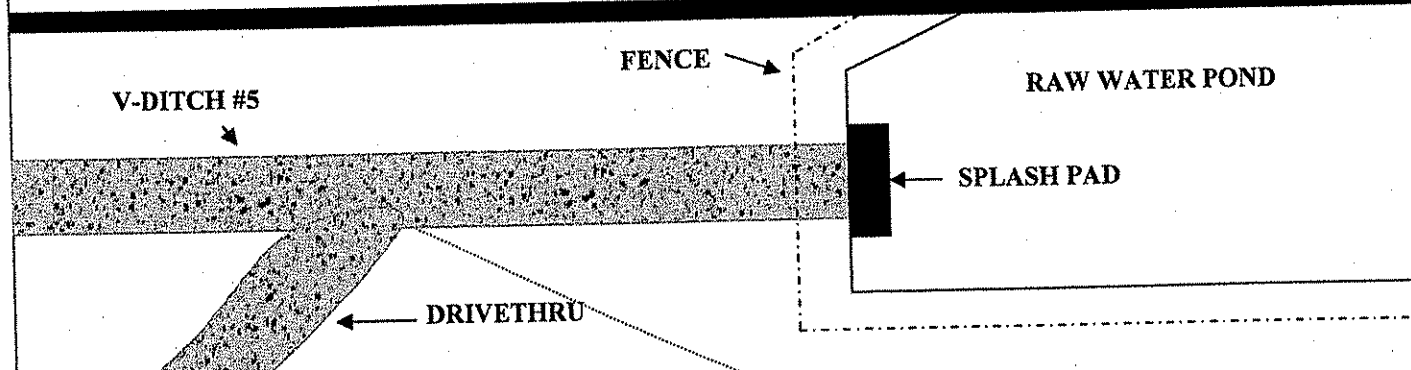
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| OFFICE OF SPECIAL RECLAMATION | |
| SLUDGE PUMP LINE ATTACHMENT | |
| SCALE: NOT TO SCALE | DRAWN BY: |

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*The size and shape of the raw water pond will be built according to the space available. The approximate size will be TWENTY FEET (20') ON THE OUTLET END, THIRTY FEET (30') ON THE TWO SIDES, AND TEN FEET (10') ON THE INTAKE END.

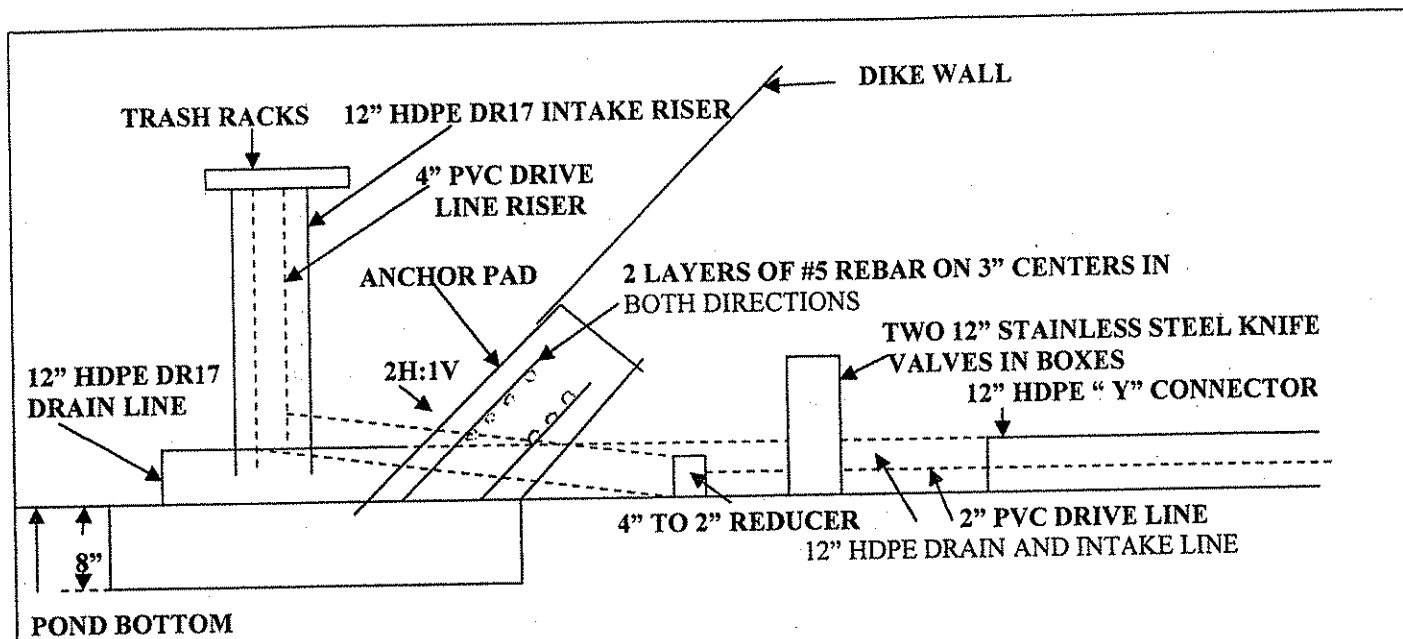


BENHAM GROUP

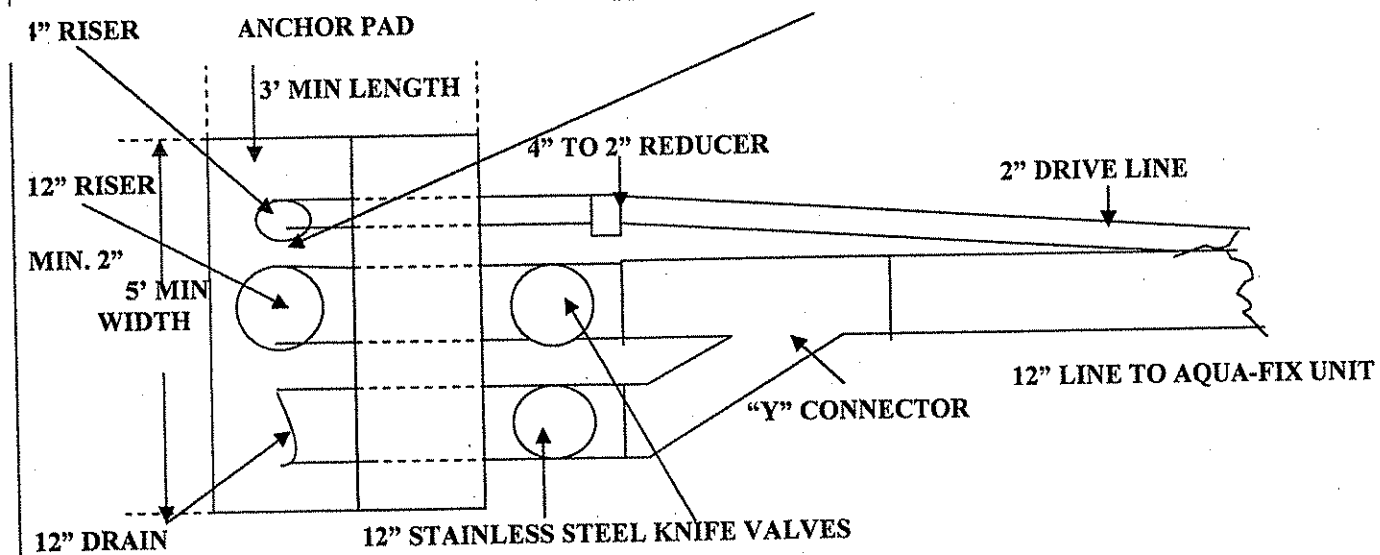
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| OFFICE OF SPECIAL RECLAMATION | |
| RAW WATER POND TYPICAL | |
| SCALE: | DRAWN BY: |
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*RISERS MUST BE A MINIMUM OF 2' APART



*CONCRETE USED IN THE ANCHOR PAD SHALL BE CLASS B CONCRETE TO MEET APPLICABLE PROVISIONS OF SECTION 601 OF THE WVDOH STANDARD SPECIFICATIONS.

BENHAM GROUP
 120-79

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| OFFICE OF SPECIAL RECLAMATION | |
| RAW WATER POND STAND | |
| PIPE ANCHOR PAD TYPICAL | |
| SCALE: | DRAWN BY: |
| DATE: | PROJECT NO: |

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require 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 in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____