



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
DEP13010

PAGE
1

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

RFQ COPY  
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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
11/06/2008				

BID OPENING DATE: 01/06/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR 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 PRINCESS SUSAN, NOW UNDER REVOKED PERMIT NUMBER(S) S-6033-86. THIS SITE CONSISTS OF APPROXIMATELY 10 ACRES AND IS LOCATED NEAR MAMMOTH, WV IN KANAWHA COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 12/02/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBI CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID:          AT CEDAR GROVE, WV, TURN ONTO KELLY'S CREEK ROAD(CR 81/12) TRAVEL 5.6 MILES ON CR 81/12 TO MAMMOTH, WV. TURN LEFT AT THE MAMMOTH ENERGY OFFICE (CR 81/8). TRAVEL APPROX 2 MILES(PAST &amp; THRU MAMMOTH ENERGY DEEP MINE COMPLEX) AND BEAR LEFT UPHILL AT FORK IN ROAD. GO .4 MILE AND BEAR RIGHT TO MINE SITE</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT</p>						

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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."

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in 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



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<p>OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p>						

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

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<p><b>BOND, OR LABOR AND MATERIAL BOND.</b></p> <p><b>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</b></p> <p><b>REV. 11/00</b></p> <p><b>CONTRACTORS LICENSE</b></p> <p><b>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</b></p> <p><b>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</b></p> <p><b>BIDDER TO COMPLETE:</b>  <b>CONTRACTORS NAME: .....</b>  <b>CONTRACTORS LICENSE NO.: .....</b></p> <p><b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</b></p> <p><b>APPLICABLE LAW</b></p> <p><b>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN</b></p>						

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<p>THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED</p>						

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				SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.		
				C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.		
				2. THE DIRECTOR OF THE PURCHASING DIVISION 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.		
				3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.		
				REV. 10/01/01		

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<p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING</p>						

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

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REV. 11/96						
EXHIBIT 10						
RFQ# DEP13010						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

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DEP13010

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

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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
11/06/2008				

BID OPENING DATE: 01/06/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP13010</p> <p>BID OPENING DATE: 01/06/2009</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

# Request for Quotation

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

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/06/2008				

BID OPENING DATE: **01/06/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: -----						
***** THIS IS THE END OF RFQ DEP13010 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Princess Susan Coal Company, Permit S-6033-86, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item #3.0. If fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. 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 on site and approved by DEP.
2. Storm water management in the form as described in bid item # 6 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Re-vegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 4 )
5. 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.
6. Construct approximately sixteen hundred twenty five linear feet (1625 LF) of fresh water bypass channel, continuing through regraded area and tying in to existing channel below pond number seven (7) dike. Approximately three hundred twenty five feet (325') of the upper section will be grouted rip-rap. The remaining thirteen hundred linear feet (1300') will be standard limestone rip-rap choked down with one and a half inch (1 ½") limestone crusher run. The left side (facing downstream) of the fresh water bypass channel will be formed by using the existing natural hillside. The grouted section of the fresh water bypass channel will be lined with standard rip-rap and grouted to 100% penetration of all voids in rip rap lining. Channel will be "keyed" in at the starting and ending points. Channel will have a drive thru installed at point where channel crosses access road. Cost of drive thru, stone, and grout will be inclusive to the cost of the freshwater bypass channel (see attached specifications and/or plans).
7. Construct approximately four hundred fifty (450') linear feet of limestone rip-rap v-ditch 1A beginning in the hollow above and to the western side of Alkalinity Cell Number One (1) and emptying into the POND 7 grouted rip-rap spillway. An approximately fifty foot (50') long section of twenty four inch (24") bituminous coated CMP will be installed at the point where 2' v-ditch 1A intersects the main access road. Cost of the CMP, and stone will be inclusive to the cost of v-ditch 1A (see attached specifications and/or plans).
8. Construct approximately one hundred eighty (180') linear feet of combination underdrain road ditch at the point designated on the western side of site. Each end of the underdrain road ditch will open into existing

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access road sumps. Access road sumps are to be cleaned to 100% capacity. Under Drain is to be constructed by excavating a four foot (4') by four foot (4') trench at the toe of the back stack area, installing a layer of non-woven filter fabric to encompass the rock under drain, and filling the trench with one foot (1') of one and a half inch (1 1/2") limestone crusher run. Fill the remaining three feet (3') with number fifty seven (#57) limestone gravel and overlap non woven filter fabric two feet (2'). A one foot (1') road ditch will be formed on top of the limestone fill and will empty into the existing sumps on each end of the under drain. Water flow direction will be determined by a natural elevation high point in area where underdrain/road ditch is to be constructed. (See specifications and/or plans). Cost of the stone and non woven filter fabric will be inclusive to the cost of the underdrain/road ditch.

9. Construct alkalinity cell number one (1) in the existing sump at the road crossover. The size of the alkalinity cell will be sized approximately 50' x 30' x 6' to fit the available area. The alkalinity cell will be constructed by excavating the existing sump to the depth listed in the attached specifications and plans. One (1) limestone check dam constructed of one and a half inch (1 1/2") limestone crusher run will be installed in the Alkalinity Cell at the direction of On Site D.E.P. Personnel. A twenty four inch (24") plastic corrugated Hancor pipe will be installed in the cross over road from alkalinity cell 1 to alkalinity cell 2. (see attached specifications and/or plans) The 24" plastic corrugated pipe and gravel costs will be inclusive in the cost of the alkalinity cell number one (1).
10. Construct alkalinity cell number two (2) downstream of Alkalinity Cell Number One and the crossover road. The Cell will be constructed by excavating down to original ground, to the length, width, and six foot (6') depth listed in the attached specifications and plans. One (1) limestone check dam constructed of one and a half inch (1 1/2") limestone crusher run will be installed in the Alkalinity Cell at the direction of on site D.E.P. Personnel. Construct a DAM with Spillway using an equal mix 1 1/2" limestone crusher run and limestone shot rock at the lower end of alkalinity cell two (2) The cost of the spillway, dam, and check dam will be inclusive in the cost of alkalinity cell two (2) (see attached specifications and/or plans).
11. Construct alkalinity cell number three (3) immediately downstream of alkalinity cell number two (2). The Cell will be constructed by excavating down to original ground, to the length, width, and six foot (6') depth listed in the attached specifications and plans. One (1) limestone check dam constructed of one and a half inch (1 1/2") limestone crusher run will be installed in the Alkalinity Cell at the direction of On Site D.E.P. Personnel. Construct a dam with spillway using an equal mix of 1 1/2" limestone crusher run and limestone shot rock at the lower end of alkalinity cell three (3). The cost of the spillway, dam, and check dam will be inclusive in the cost of alkalinity cell three (3) (see attached specifications and/or plans).
12. Construct pond seven (7) immediately downstream of Alkalinity Cell 3. Pond will be constructed approximately 55'L x 50'W x 6'D. Two (2) floating baffle curtains will be installed at the direction of On-Site D.E.P. Personnel. Construct a dam using clay soil and rock found on site with a grouted rip-rap spillway emptying into the natural fresh water channel at the lower end of pond 7. Dam will be compacted in six inch (6") lifts. The cost of the spillway, dam, and baffle curtains will be inclusive in the cost of pond 7. (see attached specifications)
13. Construct approximately three hundred twenty five linear feet (325') of grouted rip-rap v-ditch 1C from the tree line down to the beginning of the limestone fill area using standard size sandstone or limestone rip rap. Grout must have 100% penetration of all voids in rip-rap and ditch will be keyed in at start and end of grouted section. The cost of the excavation, stone and grout will be inclusive to the cost of V-ditch 1C (see attached specifications and/or plans).

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14. Construct a limestone fill at the end of grouted section of V-ditch 1C by excavating an area of existing fill approximately thirty five feet wide by seventy five feet long (35' x 75') to original ground/bedrock. Area will be filled with one foot of one and a half inch (1 1/2") limestone crusher run and remainder will be filled with #8 limestone gravel. The remainder of the V-ditch 1C will be constructed in limestone fill area as a drive thru. The drive thru will be constructed along the length of the fill by capping the fill with a layer of woven filter fabric and installing a one foot layer of six inch limestone rip-rap choked down with number one (#1) limestone to fill all voids. The cost of the excavation, drive thru, woven filter fabric and stone will be inclusive to the cost of limestone fill (see attached specifications and/or plans).
15. Construct approximately eight hundred fifty linear feet (850' LF) of grouted rip-rap v-ditch 1D in the hollow located directly south of V-ditch 1C. V-ditch 1D will be keyed in and will start at original ground, at the upper edge of regraded area, and continue along location designated in attached plans to natural stream channel. The cost of grout and stone will be inclusive to the cost of V-ditch 1D (See attached specifications and/or plans).
16. Construct alkalinity cell four (4) at the toe of the valley fill directly south of V-ditch 1C. The Cell will be constructed by excavating down to original ground, to the length, width, and depth listed in the attached specifications and plans. One (1) limestone check dam constructed of one and a half inch (1 1/2") limestone crusher run will be installed in the Alkalinity Cell at the direction of On-Site D.E.P. Personnel. Construct a dam with spillway using available on site clay and rock at the lower end of alkalinity cell four (4). Dam will be compacted in six inch (6") lifts. Spillway will be constructed of standard limestone rip-rap choked down with one and a half inch (1 1/2") limestone crusher run. The cost of the spillway, stone, dam, and check dam will be inclusive in the cost of alkalinity cell four (4) (see attached specifications and/or plans).
17. Construct approximately fifty linear feet (50') of limestone rip-rap v-ditch 1E with a grouted rip-rap spillway to convey water from alkalinity cell four (4) to alkalinity cell five (5). Grouted rip-rap spillway will be approximately ten feet (10') in length and will have 100% penetration of grout in all voids in rip-rap. Cost of stone, grout and spillway will be inclusive to the cost of v-ditch 1E (See attached specifications and/or plans).
18. Construct alkalinity cell five (5) below alkalinity cell four (4) and at the end of v-ditch 1E. The Cell will be constructed by excavating down to original ground, to the length, width, and depth listed in the attached specifications and plans. Two (2) limestone check dams constructed of one and a half inch (1 1/2") limestone crusher run will be installed in the Alkalinity Cell at the direction of On-Site D.E.P. Personnel. Construct a dam with grouted rip-rap spillway using available on site clay and rock. Spillway will empty into pond 2 and grout will have 100% penetration of all voids in rip-rap. Dam will be compacted in six inch (6") lifts. The cost of the spillway, grout, dam, and check dams will be inclusive in the cost of alkalinity cell five (5).
19. Construct embankment pond two (2) to receive water from alkalinity cell five (5). Pond will be constructed of available on site clay and rock and will be compacted in six inch (6") lifts. Pond 2 will be lined with a HDPE "Poly-Flex" liner, with a sixty (60) mil thickness, to prevent water from leaching out. A grouted rip-rap spillway will be installed to discharge water from pond 2 to the natural stream channel (see attached specifications and/or plans). The cost of the spillway and liner will be inclusive to the cost of pond 2.
20. Construct approximately one hundred linear feet (100') of limestone rip-rap v-ditch 1F. Ditch 1F will be constructed in hollow, south of v-ditch 1D, and will convey water from the toe of the valley fill toward stream channel. (see attached plans and specifications). Cost of stone will be inclusive to cost of ditch 1F.

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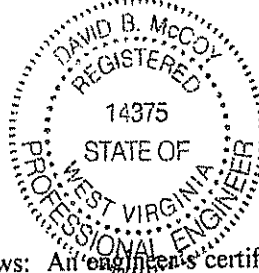
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21. Construct approximately one hundred linear feet (100') of limestone rip-rap v-ditch 1G. Ditch 1G will be constructed in hollow south of v-ditch 1F and will convey water from the toe of the valley fill toward stream channel. (See attached plans and specifications). Cost of stone will be inclusive to cost of ditch 1G
22. Construct approximately three hundred twenty five linear feet (325') of alkalinity cell access road from bench access road to the alkalinity cell 4. Ditch must be constructed to the inside of the roadway. Ditch will be graded to drain water to the nearest natural drainway. A layer of woven filter fabric will be installed on road prior to stone placement. The cost of the woven filter fabric, stone and the ditch will be inclusive to the cost of the road. (See attached specifications and/or plans.)
23. Construct approximately two hundred linear feet (200') of pond access road from alkalinity cell access road to pond 2. A Ditch must be constructed to the inside of the roadway and twelve inch (12") cmfs will be placed under stone and fabric at fifty foot (50') intervals to convey water. A layer of woven filter fabric will be installed on road prior to stone placement. The cost of the woven filter fabric, stone and the cmfs will be inclusive to the cost of the road. (See attached specifications and/or plans.)
24. Regrade and revegetate all Site One disturbances using standard seed and fertilizer mixture with agricultural lime applied at rate of three (3) tons per acre. (See attached specifications and/or plans.)
25. Existing access roads will be graded and maintained through the life of the contract to provide all weather access to permit area.
26. Remove all junk and debris from site and dispose of properly. Receipt or record showing proper disposal required with invoice.
27. Install approximately one thousand linear feet (1000') of haybale dike as shown on the site map and as directed by DEP site personnel.
28. Upgrade approximately fifteen hundred linear feet (1500') of bench access road by placing a six inch (6") layer of three inch (3") limestone crusher run on existing road. A road ditch will be formed on the uphill side of the road and will be graded to drain to the nearest natural drainway. Start at alkalinity cell crossover pipe and ending at alkalinity cell access road. Cost of stone will be inclusive to the cost of the road.

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

*David B. McCoy*

Registered Professional Engineer WV No. 14375



Date: 10-6-08

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



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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
PERMIT NAME: <u>Princess Susan Coal Company</u>				
PERMIT NUMBER(S): <u>S-6033-86</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
<b><u>WATER QUALITY ABATEMENT</u></b>				
1.0	LUMP SUM	<b><u>MOBILIZATION/DEMOBILIZATION</u></b> (5% Total Bid Maximum for this permit)	LUMP SUM \$	_____
2.0	LUMP SUM	<b><u>SPILL CONTAINMENT AREA (S.C.A.)</u></b> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM \$	_____
3.0	LUMP SUM	<b><u>HAULROAD/ACCESS ROAD</u></b> (5% Total Bid Maximum for this permit)	LUMP SUM \$	_____
4.0	LUMP SUM	<b><u>CONSTRUCTION STAKEOUT</u></b> (Limited to 5% Total Bid for This Permit)	LUMP SUM \$	_____
<b><u>REVEGETATION</u></b>				
5.1	LUMP SUM	<b><u>AGRICULTURAL LIME</u></b>	LUMP SUM \$	_____
5.2	LUMP SUM	<b><u>FERTILIZER</u></b>	LUMP SUM \$	_____
5.3	LUMP SUM	<b><u>MULCH</u></b>	LUMP SUM \$	_____
5.4	LUMP SUM	<b><u>VEGETATIVE SPECIES</u></b>	LUMP SUM \$	_____
6.0	1000 LF	<b><u>SEDIMENT CONTROL (SILT FENCE AND HAYBALES)</u></b> (Max. \$5.00 Per LF)	\$ _____ PER LF	\$ _____
7.0		<b><u>GROUTED RIP-RAP DITCH</u></b>		
7.1	LUMP SUM	<b><u>FRESH WATER BYPASS CHANNEL</u></b>	LUMP SUM \$	_____

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7.2	LUMP SUM	<u>V-DITCH ONE C (1C)</u>	LUMP SUM \$	_____
7.3	LUMP SUM	<u>V-DITCH ONE-D (1D)</u>	LUMP SUM \$	_____
8.0		<u>OPEN LIMESTONE CHANNEL</u>		
8.1	LUMP SUM	<u>V-DITCH ONE A (1A)</u>	LUMP SUM \$	_____
8.2	LUMP SUM	<u>V-DITCH ONE E (1E)</u>	LUMP SUM \$	_____
8.3	LUMP SUM	<u>V-DITCH ONE F (1F)</u>	LUMP SUM \$	_____
8.4	LUMP SUM	<u>V-DITCH ONE G (1G)</u>	LUMP SUM \$	_____
8.5	LUMP SUM	<u>FRESH WATER BYPASS CHANNEL</u>	LUMP SUM \$	_____
9.0	LUMP SUM	<u>UNDERDRAIN/ROAD DITCH</u>	LUMP SUM \$	_____
10.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM \$	_____
11.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM \$	_____
12.0		<u>CONSTRUCTED WATER TREATMENT STRUCTURES</u>		
12.1	LUMP SUM	<u>POND #2</u>	LUMP SUM \$	_____
12.2	LUMP SUM	<u>POND #7</u>	LUMP SUM \$	_____
13.0		<u>ALKALINITY CELLS</u>		
13.1	LUMP SUM	<u>CELL #1</u>	LUMP SUM \$	_____
13.2	LUMP SUM	<u>CELL #2</u>	LUMP SUM \$	_____
13.3	LUMP SUM	<u>CELL #3</u>	LUMP SUM \$	_____
13.4	LUMP SUM	<u>CELL #4</u>	LUMP SUM \$	_____
13.5	LUMP SUM	<u>CELL #5</u>	LUMP SUM \$	_____

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
13.6	LUMP SUM	<u>LIMESTONE FILL</u>	LUMP SUM\$	_____
14.0		<u>CONSTRUCTED ACCESS ROADS</u>		
14.1	LUMP SUM	<u>ALKALINITY CELL ACCESS ROAD</u>	LUMP SUM\$	_____
14.2	LUMP SUM	<u>POND ACCESS ROAD</u>	LUMP SUM\$	_____
14.3	LUMP SUM	<u>BENCH ACCESS ROAD</u>	LUMP SUM\$	_____
		<u>TOTAL</u>		\$ _____

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## BID ITEM TECHNICAL SPECIFICATIONS

### 1.0 MOBILIZATION/DEMobilIZATION

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. It shall also include installation of a project sign according to the attached specification and all demobilization activities. No deduction will be made nor will any increase be made in the Lump Sum Mobilization/Demobilization Item Amount, regardless of decreases or increases in the final total contract amount or for any other cause. (Shall not exceed 5% of the Total Bid for this permit.)

Prior to demobilization, an inspection is required to be conducted by the Department of Environmental Protection's Specialist and the contractor to insure compliance with contract performance.

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

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

### 3.0, 14.1, 14.2, 14.3 HAULROAD/ACCESS ROAD

The contractor shall maintain and/or construct haul-road/access road during the reclamation process to provide access on a well drained surface. The access road to and 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. Roads which are below the project shall be guarded against rolling rock and free there from. Dust-control measures may be necessary if hauling creates airborne material. Snow removal to be included in this 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 Registered Professional Engineer or Licensed Land Surveyor and all drawings signed and/or sealed by such. (Shall not exceed 5% of the total bid for this permit.)

#### A. MATERIALS

Wooden stakes and other marking materials as described herein.

#### B. CONSTRUCTION METHODS

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

B(2). The Contractor shall provide field forces and shall set all additional stakes needed, such as offset stakes, reference point stakes, slope stakes, pavement and grade stakes, stakes for roadway drainage, sub-drains, trench drains, fence, culverts or other structures, supplementary bench marks and any other horizontal

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or vertical controls necessary to secure a correct layout of the work.

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

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

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

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

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

## 5.0 REVEGETATION

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

A warranty period of one (1) year shall commence upon completion and payment of the revegetation item of the contract. No payment will be made for additional seeding necessary to comply with warranty requirements. The warranty period will be extended for one (1) year from the date of the last augmented seeding done by the contractor. The performance bond and labor and materials bond shall remain in effect throughout the warranty period. The

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Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

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

### 5.1 AGRICULTURAL LIME

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

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

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

Lime Applied at 3 ton/acre.

### 5.2 FERTILIZER

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

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

### 5.3 MULCH

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

Mulch: Wood Fiber @ 1.0 ton/Acre

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

### 5.4 VEGETATIVE SPECIES

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

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**SOUTH MIX**

<u>VEGETATIVE SPECIES</u> <sup>1</sup>	<u>RATE/ACRE</u> <sup>1</sup>
Orchard Grass	@ 30 lbs/acre
Birdsfoot Trefoil <sup>2</sup>	@ 15 lbs/acre
Red Top	@ 10 lbs/acre
Switchgrass	@ 10 lbs/acre
Perennial Ryegrass	@ 10 lbs/acre
Alskike Clover <sup>2</sup>	@ 5 lbs/acre
Foxtail Millet <sup>4</sup>	@ 12 lbs/acre
Wheat or Rye <sup>5</sup>	@ 50 lbs/acre
Black Locust <sup>3</sup>	@ 1 lbs/acre

1. Seeding rate required is for pure live seed in pounds (lbs) per acre.
2. Herbaceous legumes must be treated with the appropriate bacterium before seeding.
3. This species to be utilized only for woodland post-mining land-use projects.
4. Spring Mix
5. Fall Mix

**6.0 SEDIMENT CONTROL**

Disturbed areas which have storm water runoff which does not pass through a sediment control structure shall utilize the following method to manage storm water runoff:

1. Silt fencing shall be used for sediment control in these areas. The silt fencing and installation of the fencing shall meet all applicable requirements of Section 715.11.5 and 642.6 of the West Virginia Division of Highways Standard Specifications for Road and Bridges. Adopted 2000.
2. The contractor shall remove silt fencing after the WVDEP approves the revegetation and prior to the final inspection.
3. Bales shall be securely anchored in place by stakes driven through the bales. The first stake in each bale shall be driven toward previously laid bale to force the bales together. Construction of sumps (paid under bid Item 5) may become necessary to supplement the sediment fence/haybale dikes.
4. Bales shall be securely anchored in place by stakes driven through the bales. The first stake in each bale shall be driven toward previously laid bale to force the bales together. Construction of sumps (paid under bid Item 5) may become necessary to supplement the sediment fence/haybale dikes.

**7.1, 7.2, 7.3 RIPRAP DITCH, STREAM EMBANKMENT PROTECTION**

Provide all materials, excavate and construct Ditch as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. Ditches shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions.

No separate payment for construction stakeout will be made.

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Riprap (Designed)

The riprap shall be composed of a well-graded mixture down to the 1 inch size particle, such that fifty percent (50%) of the mixture by weight shall be larger than the d(50) size. A well-graded mixture is defined as a mixture composed primarily of the larger stone sizes but with a sufficient mixture of other sizes to fill the progressively smaller voids between the stones. The diameter of the largest stone size in such a mixture shall be considered to be 1.5 times the d(50) size. The riprap size shall be as shown on the plans and specifications or for other construction purposes shall be the size of the largest stone in the mixture, i.e., 1.5 X d(50). The minimum thickness of the riprap layer shall be 1.5 x d(50). The minimum thickness of the riprap layer shall be 1.5 times the maximum stone diameter. The riprap shall extend up the banks to a height equal to maximum depth of flow or to a point where vegetation can be established to adequately protect the channel.

Stone for riprap and stream embankment protection shall consist of shot rock or rough unhewn quarry stone of approximately rectangular shape. The stone shall be hard and angular and of such quality that it will not disintegrate on expose to water or weathering, and it shall be suitable in all other respects for the purpose intended. The specific gravity of the individual stones shall be least 2.5. Minimum stone size for stream bank protection shall be 24" sandstone or limestone shot rock placed in a single layer.

Open limestone channels shall use limestone riprap.

Riprap (Standard)

Unless otherwise noted shall be durable rock placed in a 1.5 foot thick blanket. Twenty five percent (25%) of the rock will be of 18 inches and larger with 0% of the rock 24" or larger, the remaining seventy-five percent (75%) shall be well graded material (minimum 3 inches to maximum 15 inches) of sufficient rock small enough to fill the voids between the larger rock. Shale shall not be used for riprap. If riprap suitability is questionable, durability shall be determined by the sodium sulphate test ASTM C 88/AASHTO T 104-77. Open limestone channels shall use limestone riprap.

**7.1, 7.2, 7.3 GROUTED RIPRAP CHANNEL**

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

The grout filler shall be composed of a mixture of one part Portland cement and three parts sand, mixed with water to produce a workable consistency. The stone shall be thoroughly wet immediately before grout is applied. As soon as the grout is deposited on the surface, it shall be thoroughly worked into the joints to provide 100% penetration. The stones shall then be brushed, so that their top surfaces are exposed

**8.1, 14.2 CULVERTS**

Culvert shall be of the type specified in the Plans and Specifications.

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.

Culvert inlet end 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.



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

Culvert shall be covered with a minimum of twelve (12) inches or one-half the culvert diameter whichever is greater.

**8.1, 8.2, 8.3, 8.4, 8.5 OPEN LIMESTONE CHANNEL**

Provide all materials, excavate and construct Ditch as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Limestone riprap to be used. Ditches shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions. (See rip-rap specifications)

**9.0 UNDERDRAIN**

Provide all materials, excavate and construct underdrain as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the pre-bid showing. Underdrain must be completely installed and approved prior to payment. Payment for each underdrain is for complete installation and verified by DEP with photo.

**9.0, 13.6, 14.1, 14.2, 14.3 ENGINEERING FABRIC (FILTER FABRIC)**

General: Engineering fabric shall be of the nonwoven or woven type and consists of a pervious sheet of polymeric fibers oriented into a stable network such that the fibers retain their relative positions with respect to each other. The fabric shall be mildew and rot resistant, and shall be free of any treatment or coating which might detrimentally alter its physical properties. The fabric, including the edges or the ends of the rolls, shall be protected during shipment and storage from ultra violet rays, temperature greater than 140° F and contaminants such as mud, dust, etc.

**Engineering Fabric for Subsurface Drainage and Separation:**

The engineering fabric for subsurface drainage shall be the nonwoven type and the engineering fabric for separation may be the nonwoven or woven type meeting the following requirements:

<u>PROPERTY</u>	<u>MINIMUM REQUIRED VALUE</u>	<u>TEST METHOD</u>
Permeability	1 x 10 <sup>2</sup> cm/sec	AH, 20 cm. to 10 cm.
Equivalent Opening Size <sup>2</sup>	#50 U.S. Std. Sieve	COE CW-02215
Grab Tensile Strength <sup>3</sup>	100 lbs.	ASTM D-1682
Grad Tensile Elongation <sup>3</sup>	30%	ASTM D-1682
Puncture Strength <sup>4</sup>	35 lbs.	ASTM D-3787
Burst Strength	130 psi	ASTM D-3786
Trapezoid Tear	35 lbs.	ASTM D-1117

1. All numerical values represent minimum average roll values (i.e., any roll in a lot shall meet or exceed the minimum value in the table)
2. No greater opening than a #50 U.S. Sieve.
3. Minimum in weakest principal direction.

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4. Tension testing machine with ring clamp, steel ball replaced with 5/16 inch diameter solid steel cylinder with either a flat or hemispherical tip centered within the ring clamp

**10.0 STRUCTURE AND/OR DEBRIS REMOVAL**

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

**12.0 UTILITIES**

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

**12.1, 12.2 CONSTRUCTED WATER TREATMENT STRUCTURES**

Ponds shall be constructed as per attached detailed plans. Ponds shall have compacted dikes which will be constructed in six inch (6") maximum lifts for optimum compaction. Compaction shall be achieved by tracking with a D-6 or larger dozer. Dikes constructed with loosely stacked material to final height and then tracked will not be accepted. Any water treatment structures designated as being lined will have a HDPE "Poly-Flex" sixty (60) mil thick liner installed that is fused on site and does not leak. This item will be a one-time payment. Clean-out and maintenance shall be conducted by the contractor at no expense to DEP. (See attachment)

**12.1 POND BARRIERS/WEIRS**

Provide all materials and construct pond barriers/baffle curtains according to attached specifications for "Tough Guy" type 2.DOT turbidity barriers and/or discussions at the pre-bid showing.

**13.1, 13.2, 13.3, 13.4, 13.5 OPEN LIMESTONE ALKALINITY CELLS**

Provide all materials, excavate and construct Cells as indicated on the attached typical plans, cross-sections, specifications, and as discussed at the Pre-Bid Showing. Limestone crusher run and Number fifty seven (#57) gravel to be used on the floor of the cells and standard Limestone riprap is to be used for construction of the check dams. Length and width of cells will be determined by site conditions and DEP representative on site. (See specifications and typical)

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## **BID PREPARATION INFORMATION**

### **HISTORICAL INFORMATION**

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

### **EXAMINATION OF BID PACKAGE AND SITE OF WORK**

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

### **PREBID CONFERENCE**

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

### **VIDEO**

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

### **INTENT OF CONTRACT**

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

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

## **GENERAL PERFORMANCE STANDARDS**

### **INTRODUCTION**

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

### **BACKFILLING**

1. Unless otherwise noted, the highwall shall be eliminated and the disturbed area graded to the approximate original contour.

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

**BLASTING**

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

**LIFE OF CONTRACT**

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

**WORK PERFORMANCE PERIOD**

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

**NOTICE TO PROCEED**

A notice to proceed shall be issued to the Contractor by the project contact person for the Department of Environmental Protection. Actual construction may only begin after a Notice to Proceed is given and as specified. Such notice shall specify the starting date of the Purchase Order, the work performance period, and the completion date of the work performance period.

**PRE-CONSTRUCTION CONFERENCE**

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

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

**CONTRACTOR RESPONSIBILITY**

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

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**LAWS TO BE OBSERVED**

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

**PERMITS, LICENSES AND TAXES**

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

**CONCURRENT RECLAMATION**

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

**WATER QUALITY CONTROL**

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

**DIFFERING SITE CONDITIONS**

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

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

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

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

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**HANDLING AND STORAGE OF MATERIALS**

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

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

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

**MAINTENANCE DURING CONSTRUCTION**

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

**FINAL INSPECTION**

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

**ACREAGE QUANTITIES**

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

**PAYMENT**

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

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

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

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

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

ROAD ABANDONMENT shall be included in the final construction invoice.

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

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

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

**REVEGETATION AND WARRANTY**

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

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

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

**CONTRACT NON-COMPLIANCE**

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

**CONTRACT DELETIONS**

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

**CANCELLATION**

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

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

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

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

WV-36a                    STATE OF WEST VIRGINIA  
REV. 1/29/0            PURCHASING CONTINUATION SHEET  
VENDOR:

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



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 VENDOR:

General Requirements

Project Construction Sign

Work Required

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

Materials

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

Execution

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

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

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

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

<b>OFFICE OF SPECIAL RECLAMATION</b>	
<b>PROJECT CONSTRUCTION SIGN</b>	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA  
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VENDOR:

BUYER CB-23	PAGE 033	REQ. OR PO NO. DEP 13010
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		



Joe Manchin, III,  
Governor



Randy C Huffman,  
Cabinet Secretary



Ken Ellison,  
Director

STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration  
Office of Special

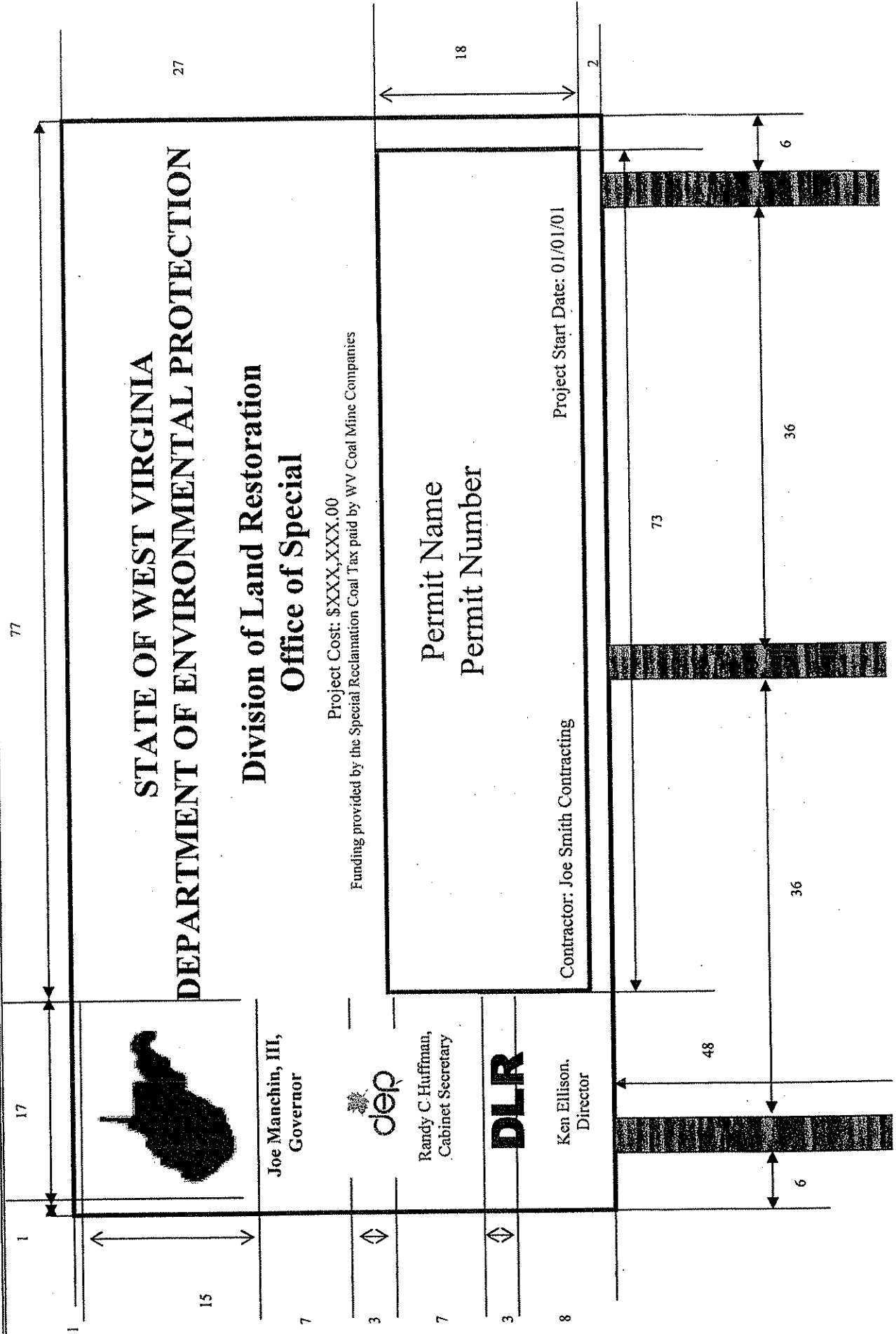
Project Cost: \$XXX,XXX.00  
Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

Permit Name	Project Start Date: 01/01/01
Permit Number	

Contractor: Joe Smith Contracting

BUYER CB-23	PAGE 34	REQ. OR PO NO. DEP 13010
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 VENDOR:



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

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Joe Manchin, III,  
Governor



Randy C Huffnagle,  
Cabinet Secretary



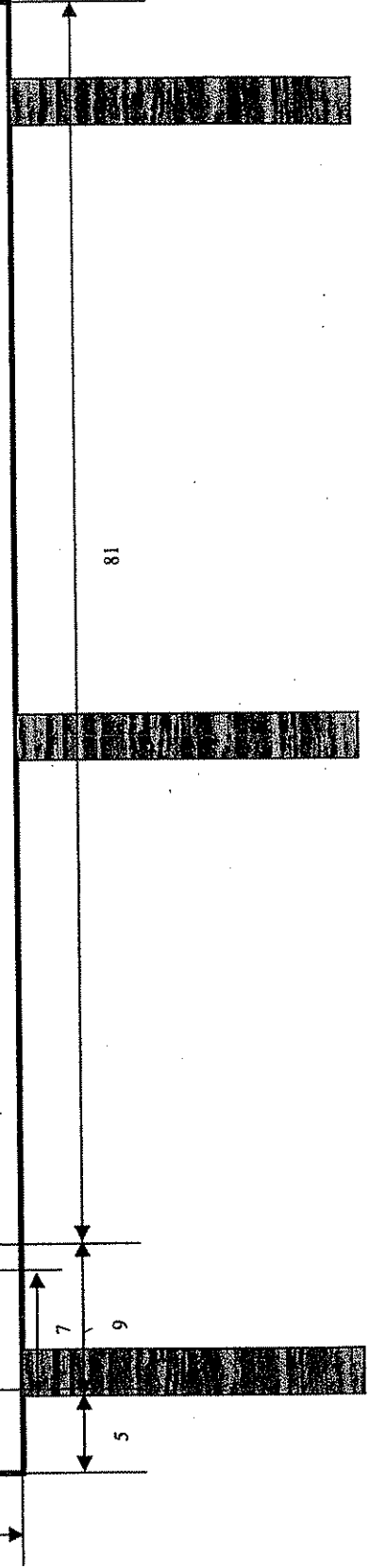
Ken Ellison,  
Director

STATE OF WEST VIRGINIA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration  
 Office of Special


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

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



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VENDOR:

 17 1/2"	<h2 style="margin: 0;">STATE OF WEST VIRGINIA</h2> <h2 style="margin: 0;">DEPARTMENT OF ENVIRONMENTAL PROTECTION</h2>
1 1/2"	<h3 style="margin: 0;">Division of Land Restoration</h3>
1 1/2"	<h3 style="margin: 0;">Office of Special</h3>
9 1/2"	Project Cost: \$XXX.XXX.00 Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mining Companies
1"	Permit Name
3/4"	Permit Number
8"	Contractor: Joe Smith Contracting
3 3/4"	Protect Start Date: 01/01/01

1 1/2"      Joe Manchin, III,  
    Governor



1"      Randy C. Huffman,  
    Cabinet Secretary



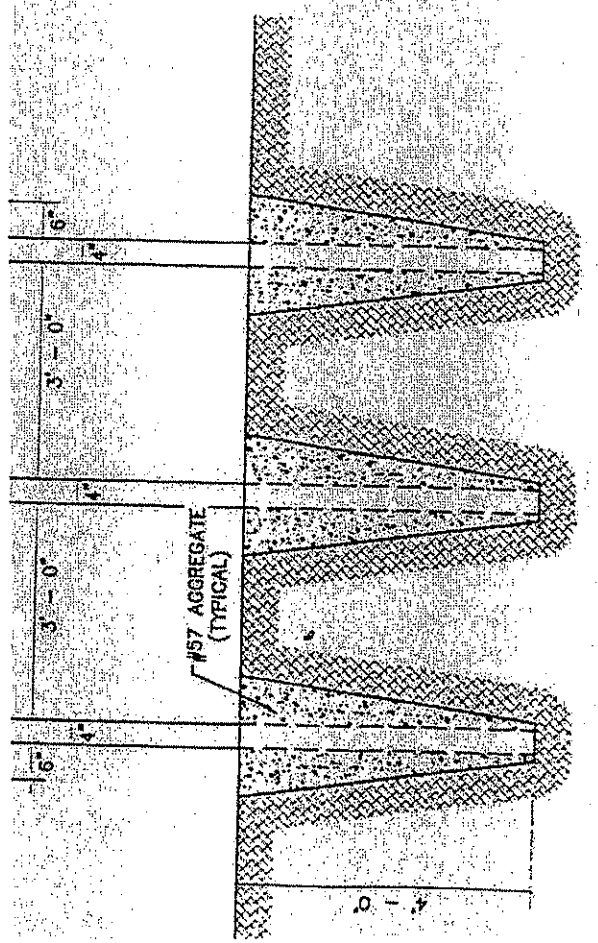
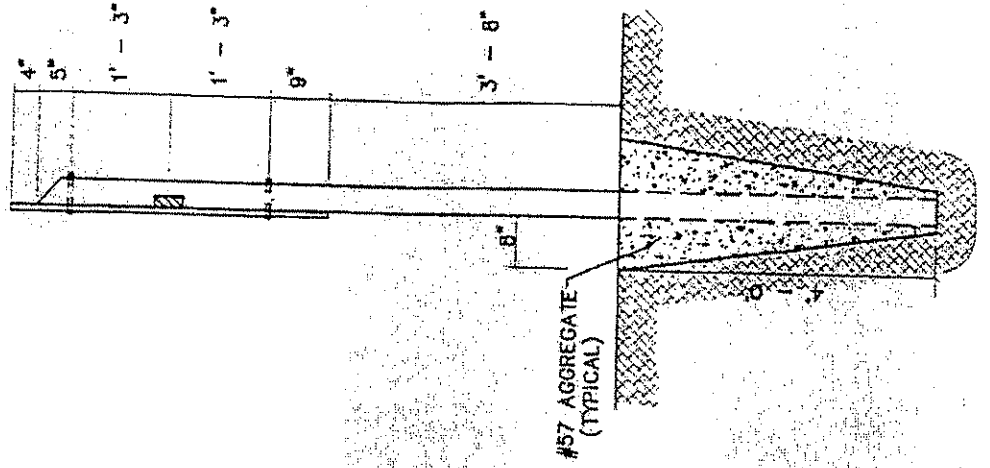
1"      Ken Ellison,  
    Director

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

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 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

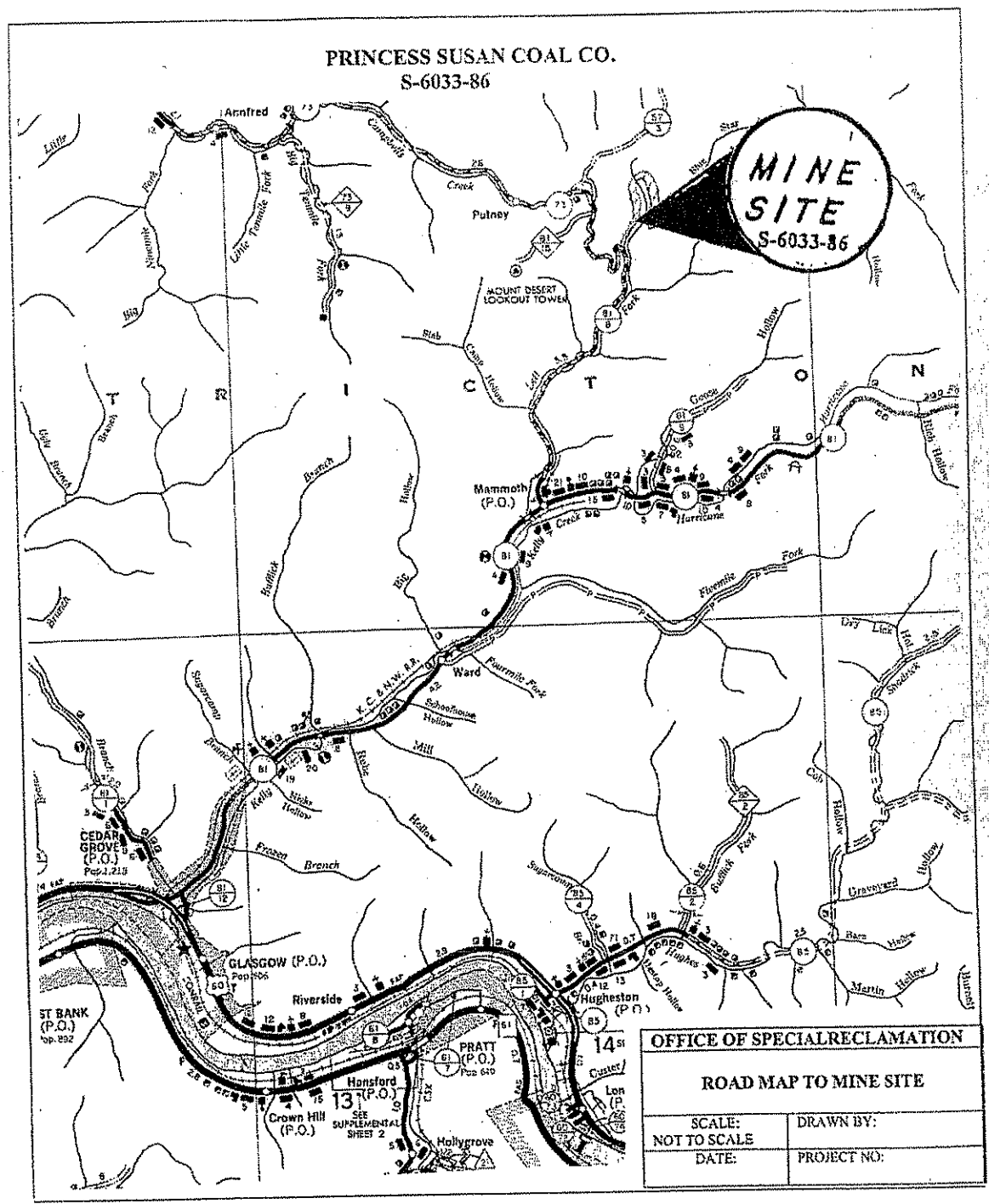
**Notes:**

1. Sign Board to be 3/4" by 4' X 8' Marine Plywood
2. Sign Board Color is to be White and Letter Colors are to be Dark Green
3. 2" X 4" Treated Cross Brace Let into Posts
4. Mount sign to Posts using 3/8" X 5" Galvanized Carriage Bolts
5. Posts are to be Treated 4" X 4" X 12'



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

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**PRINCESS SUSAN COAL COMPANY**  
**S-6033-86**

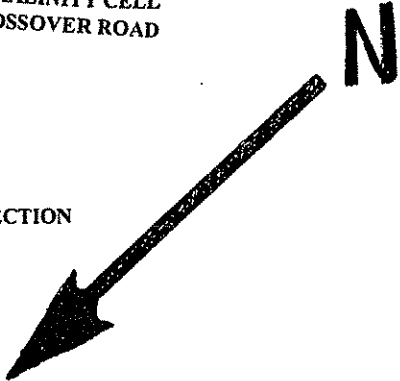
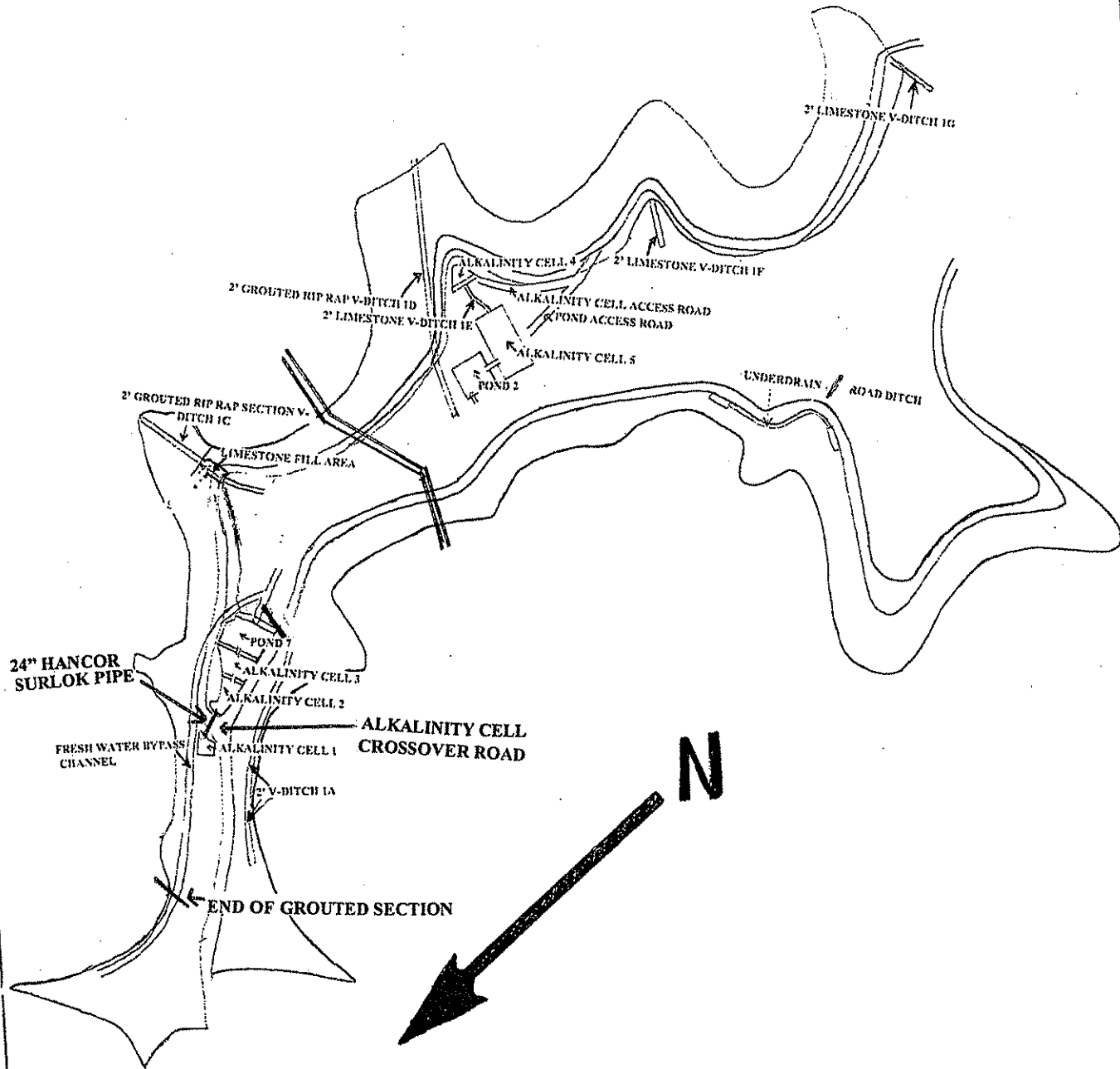
At Cedar Grove, WV, turn onto Kelly's Creek Rd. (County Rt. 81/12). Travel 5.6 miles on County Rt. 81/12 to the community of Mammoth, WV. Turn left at the Mammoth Energy Office (onto County Rt. 81/8). Travel approximately 2 miles (past and thru Mammoth Energy Deep mine complex) and bear left, uphill, at fork in road. Travel .4 mile and bear right to mine site.



WV-36a STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
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**PRINCESS SUSAN COAL CO.  
 S-6033-86  
 SITE PLAN**



**OFFICE OF SPECIAL RECLAMATION**

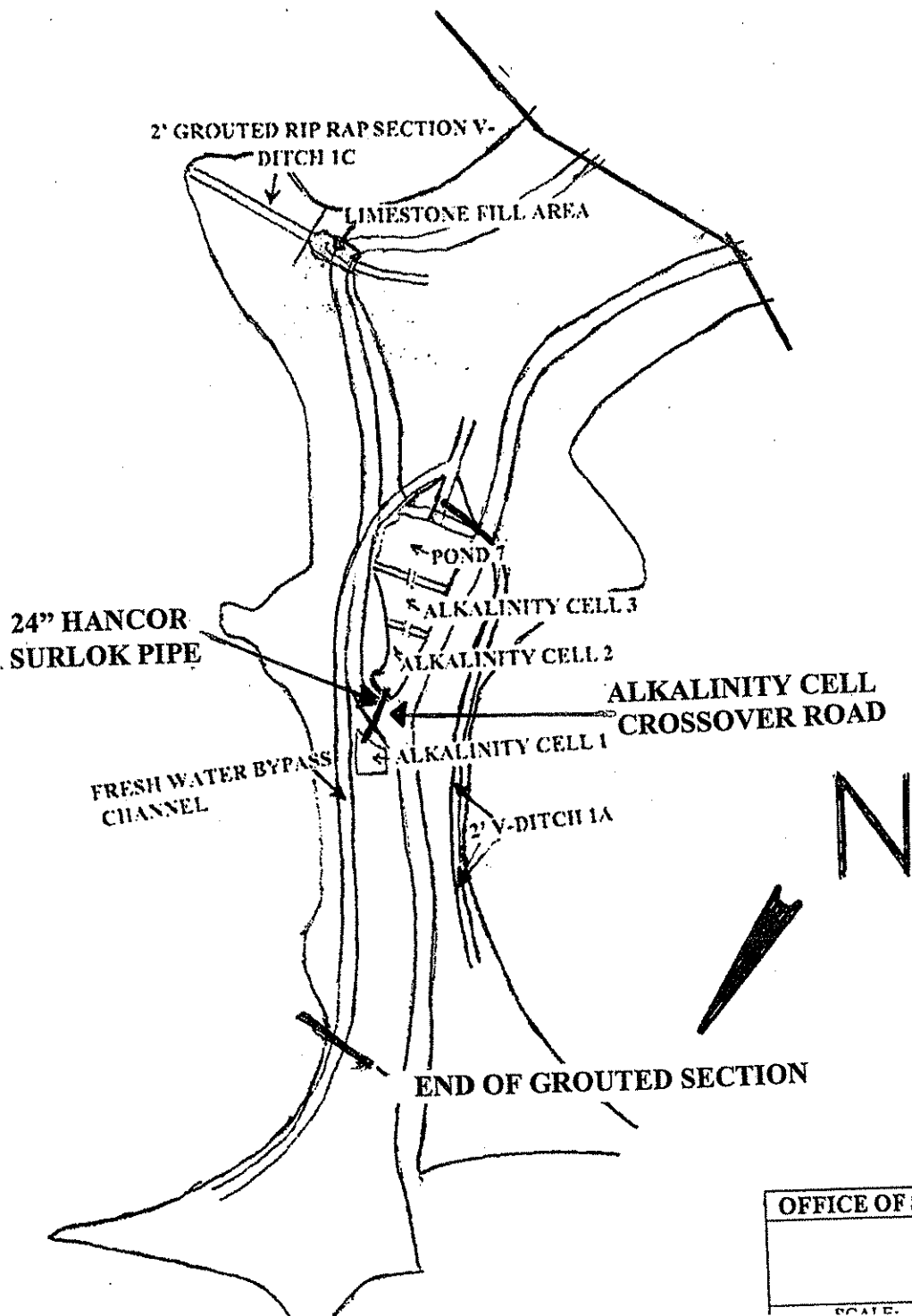
**SITE PLAN**

SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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

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PRINCESS SUSAN COAL CO.  
S-6033-86  
SITE PLAN NORTH END

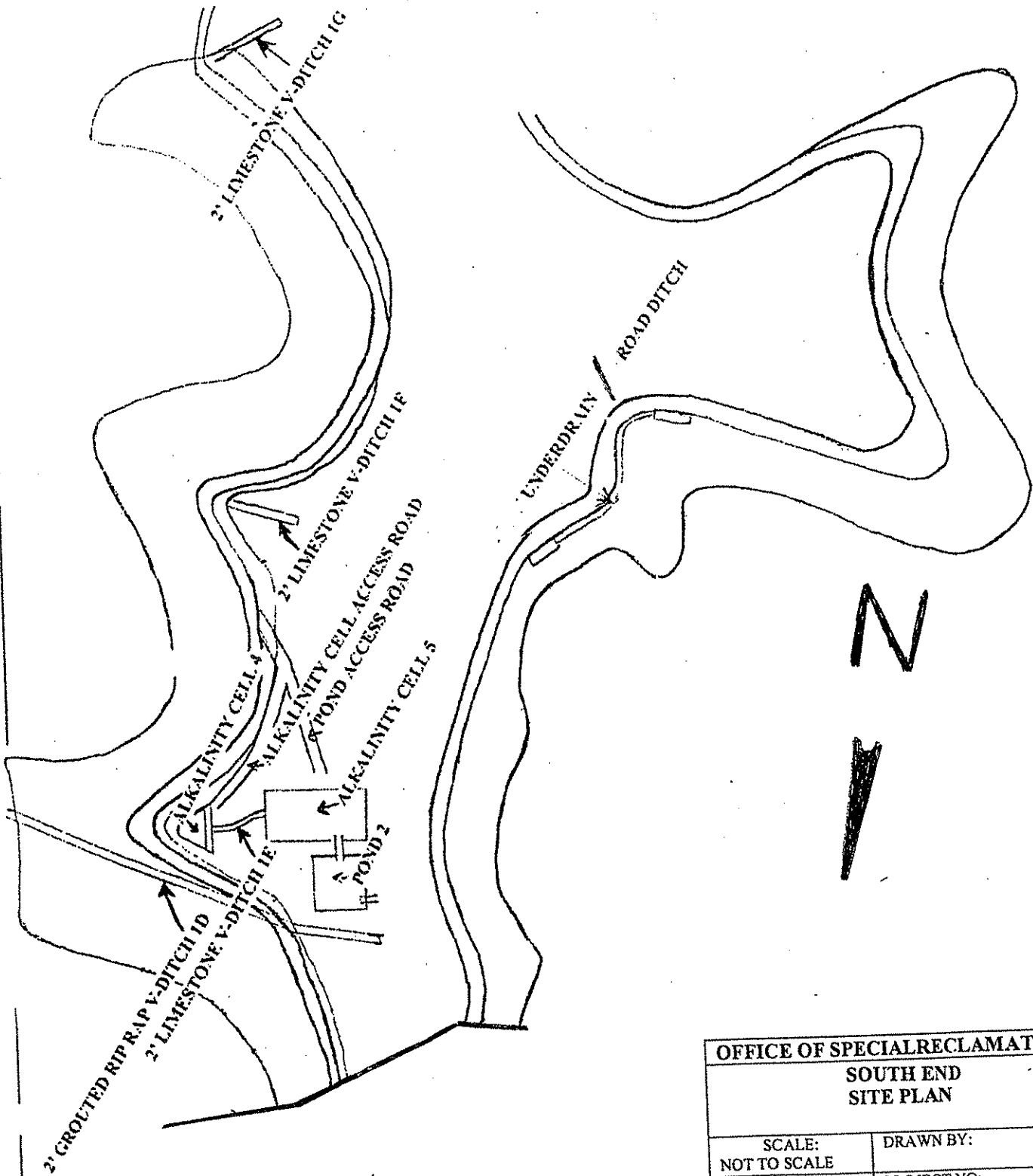


OFFICE OF SPECIAL RECLAMATION  
SITE PLAN  
NORTH END  
SCALE: 1" = 100' DRAWN BY: [unintelligible]

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

BUYER CB-23	PAGE 042	REQ. OR PO NO DEP. 13010
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

PRINCESS SUSAN COAL CO.  
 'S-6033-86  
 SITE PLAN SOUTH END

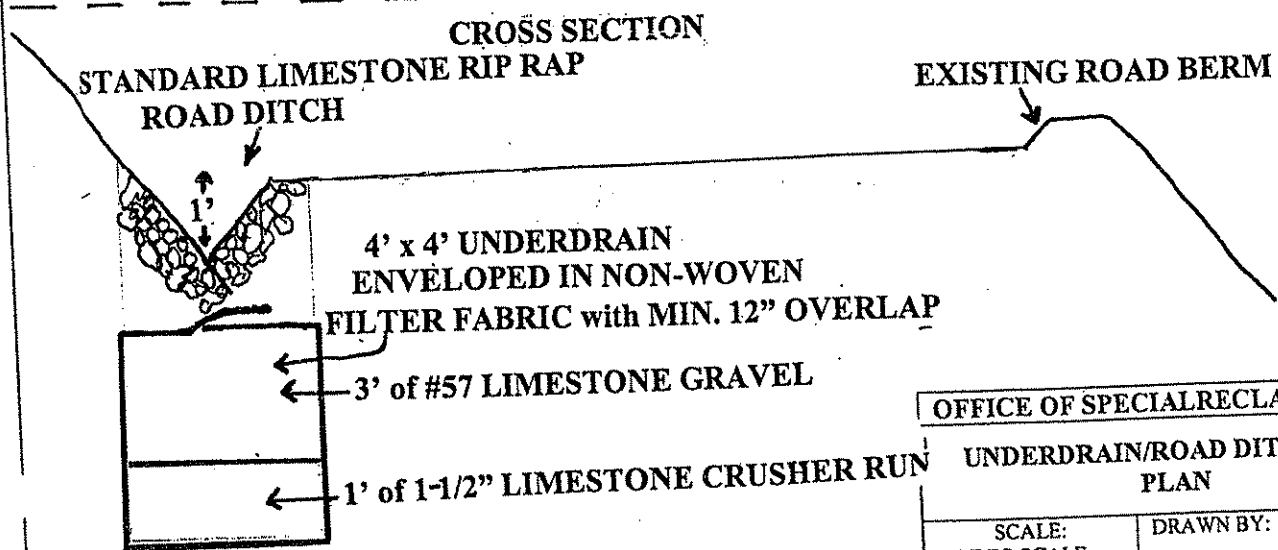
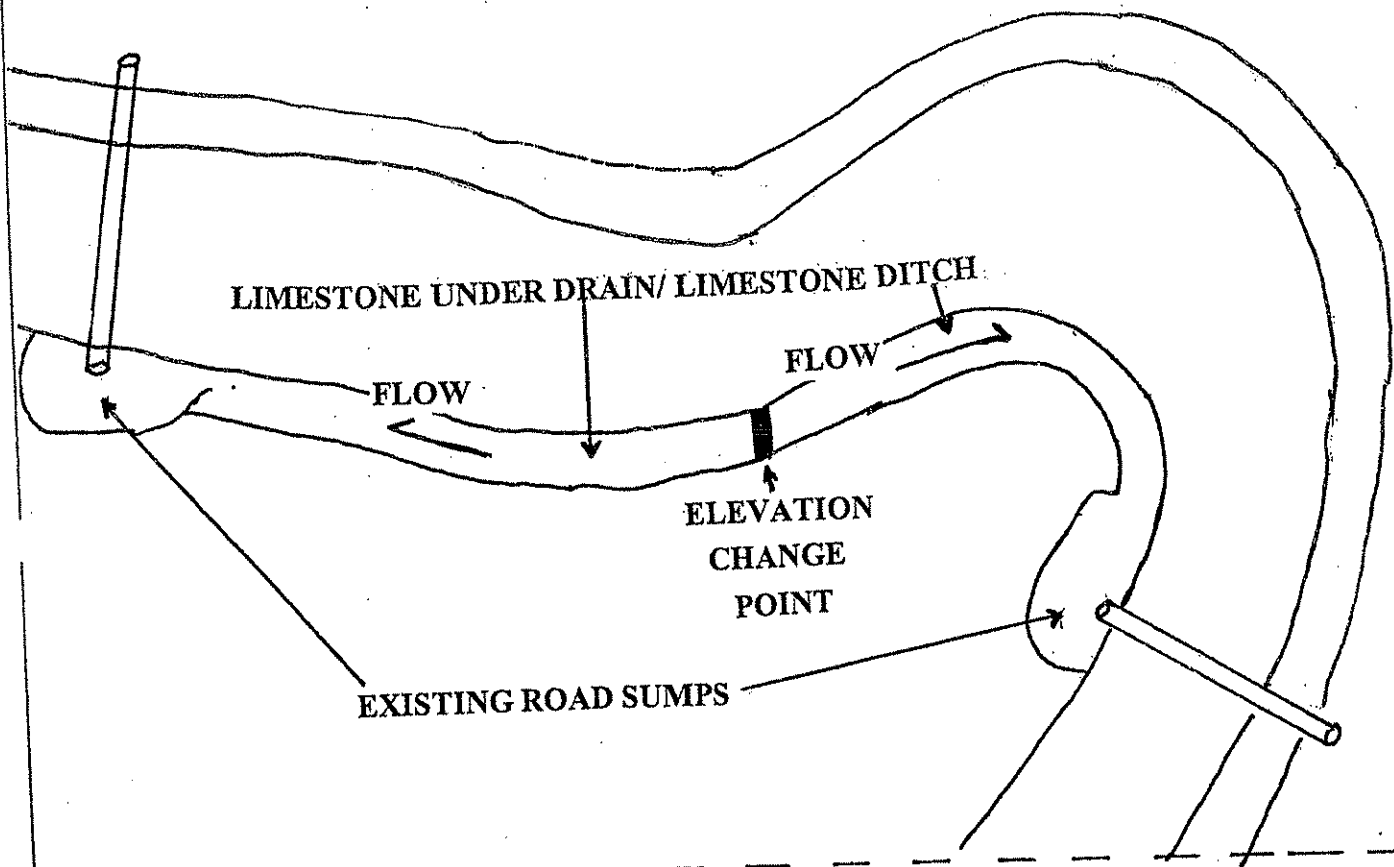


OFFICE OF SPECIAL RECLAMATION	
SOUTH END SITE PLAN	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

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PRINCESS SUSAN COAL CO.  
 S-6033-86  
 UNDERDRAIN/ROAD DITCH PLAN



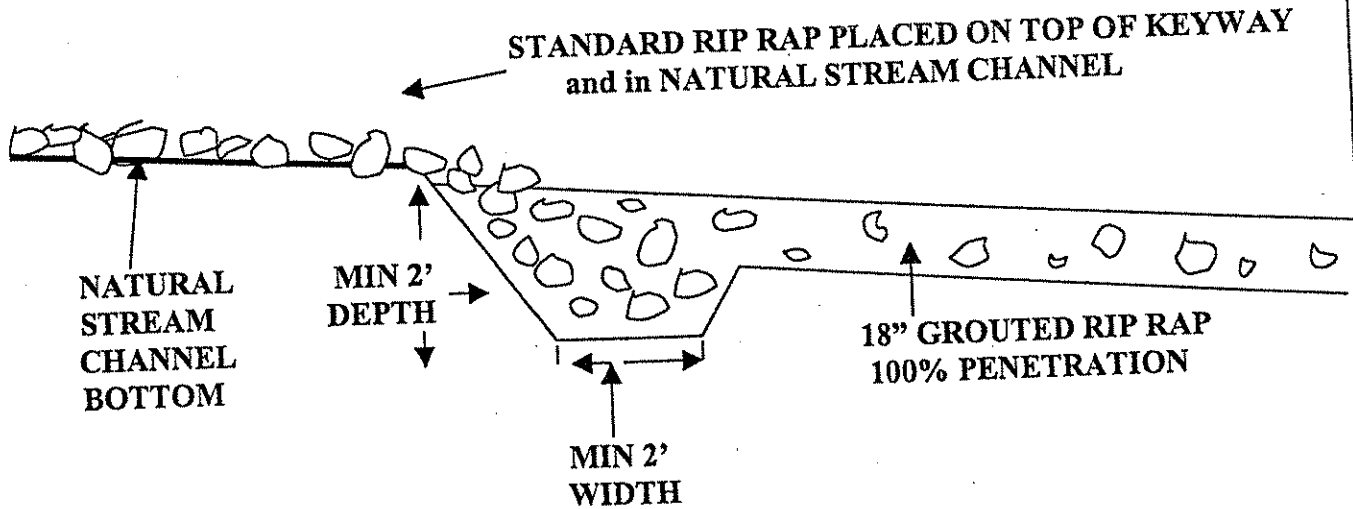
OFFICE OF SPECIAL RECLAMATION	
UNDERDRAIN/ROAD DITCH SITE PLAN	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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PRINCESS SUSAN COAL CO.  
 S-6033-86  
**GRouted RIP RAP CHANNEL/DITCH**  
**"KEY IN" DETAILS**

SIDE VIEW



**NOTE: KEYWAY SHALL HAVE A LAYER OF STANDARD RIP RAP PLACED ON TOP OF DRIED GROUT and into NATURAL STREAM CHANNEL to COVER ANY DISTURBED GROUND to PREVENT EROSION.**

OFFICE OF SPECIAL RECLAMATION	
GRouted RIP RAP CHANNEL/DITCH "KEY IN" SIDE VIEW DETAIL	
SCALE: NOT TO SCALE	DRAWN BY:
PROJECT NO.:	

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PRINCESS SUSAN COAL CO.  
 S-6033-86

2' V-DITCH 1A ROAD CROSSING

POND 7  
 GROUTED  
 RIPRAP  
 SPILLWAY

MAIN ACCESS  
 ROAD

24" BITUMINOUS COATED CMP

POND 7  
 DAM

2' V-DITCH 1A

UPHILL

N

FLOW

NOTE: 24" BITUMINOUS COATED  
 CMP WILL EMPTY INTO  
 GROUTED RIP RAP SPILLWAY  
 FROM POND 7

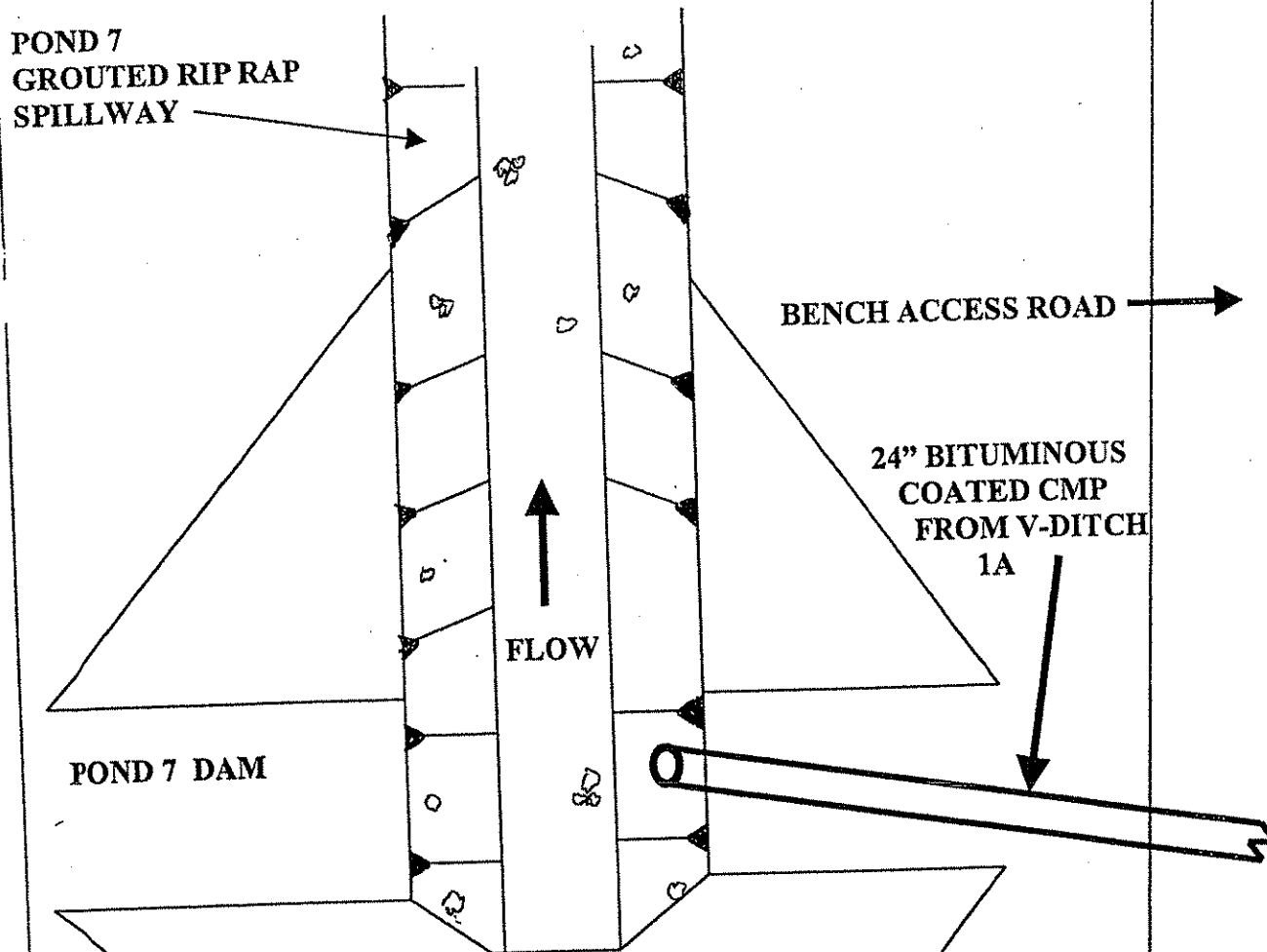
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2' V-DITCH 1A ROAD CROSSING	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	PAGE 046	REQ. OR PO NO DEP. 13010
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

PRINCESS SUSAN COAL CO.  
S-6033-86

2' V-DITCH 1A DETAILS



OFFICE OF SPECIAL RECLAMATION

2' V-DITCH 1A DETAILS

SCALE:  
NOT TO SCALE

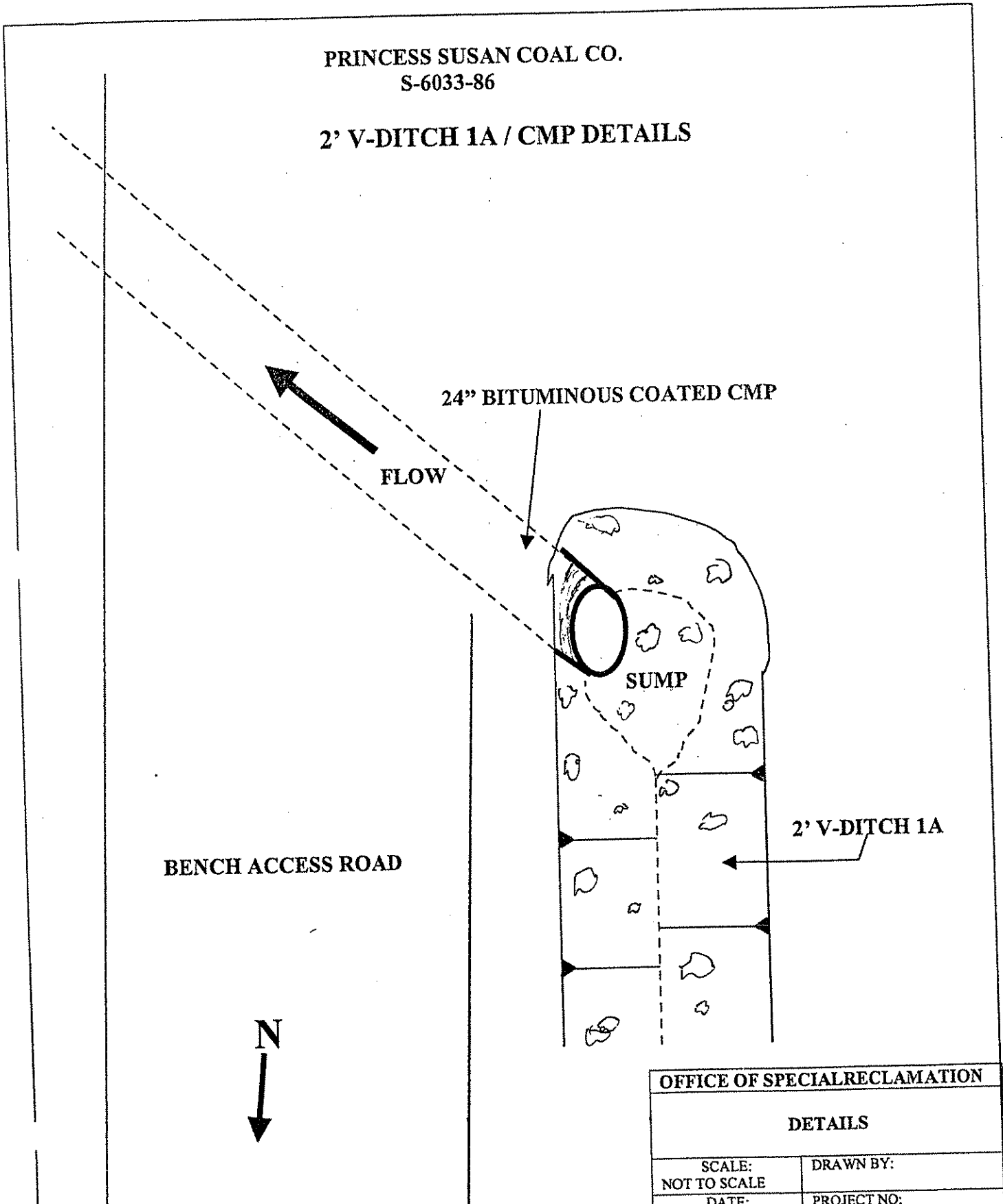
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WV-36a STATE OF WEST VIRGINIA  
REV. 1/29/02 PURCHASING CONTINUATION SHEET  
VENDOR:

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

PRINCESS SUSAN COAL CO.  
S-6033-86

2' V-DITCH 1A / CMP DETAILS



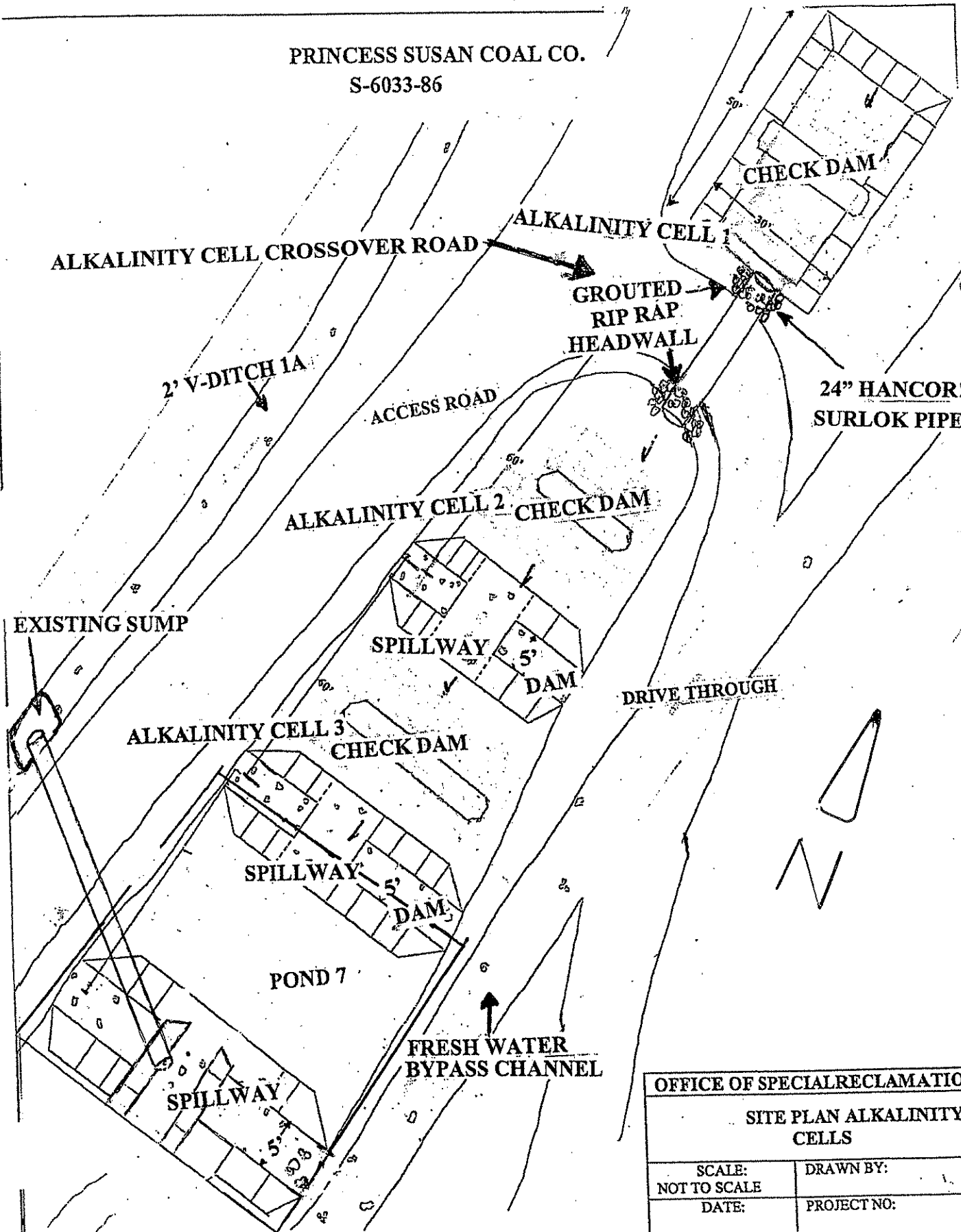
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DETAILS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:



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

BOOK	PAGE	REVISION
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SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

PRINCESS SUSAN COAL CO.  
 S-6033-86

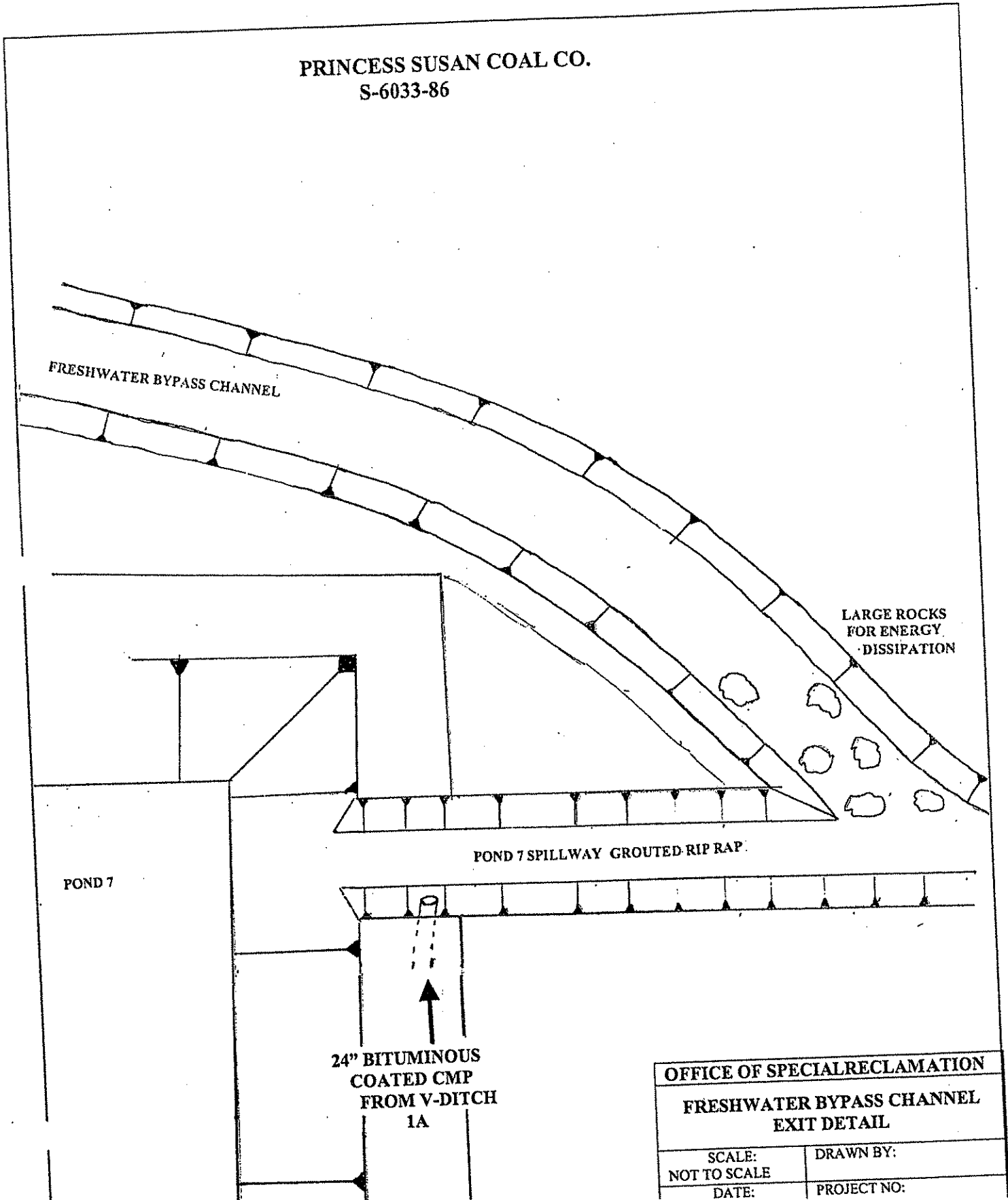


OFFICE OF SPECIAL RECLAMATION	
SITE PLAN ALKALINITY CELLS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA  
REV. 1/29/02 PURCHASING CONTINUATION SHEET  
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PRINCESS SUSAN COAL CO.  
S-6033-86



OFFICE OF SPECIAL RECLAMATION	
FRESHWATER BYPASS CHANNEL EXIT DETAIL	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

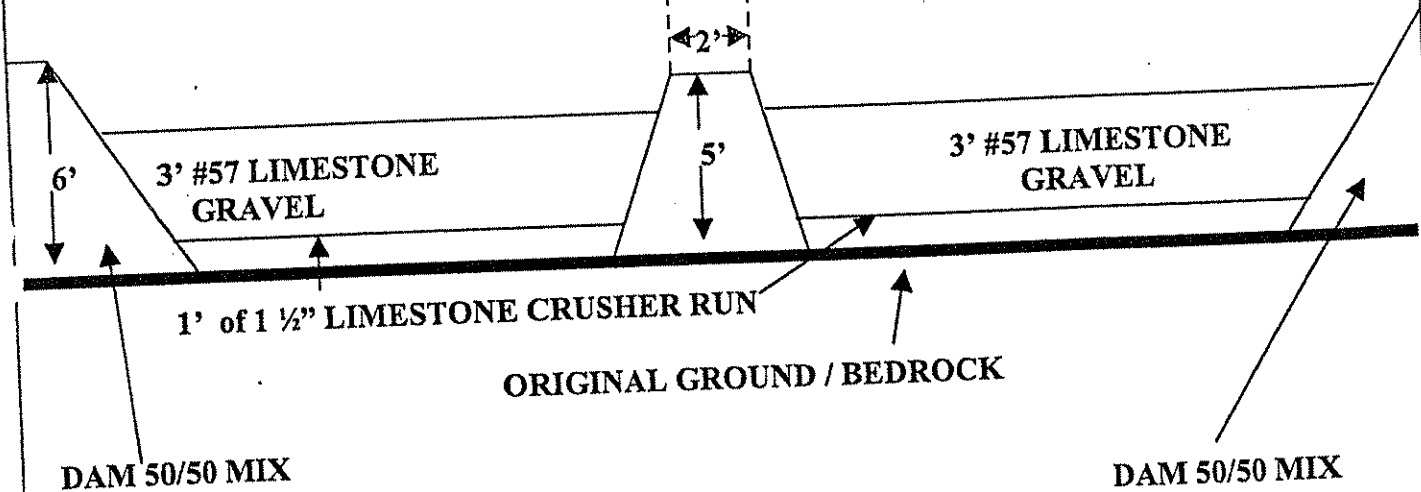
WV-36a STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
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BUYER CB-23	PAGE 050	REQ. OR PO NO DEP. 13010
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PRINCESS SUSAN COAL CO.  
 S-6033-86

ALKALINITY CELLS 2, and 3

1.5" LIMESTONE CRUSHER RUN  
 CHECK DAM



**NOTE: DAMS SEPARATING EACH CELL ARE TO BE CONSTRUCTED OF A 50/50 MIX OF LIMESTONE SHOT ROCK AND 1 1/2" LIMESTONE CRUSHER RUN. SIZE OF ALKALINITY CELLS WILL BE MAXIMIZED TO FIT AVAILABLE AREA. ALKALINITY CELLS WILL HAVE 2 FOOT OF FREEBOARD. CHECK DAMS INSIDE ALKALINITY CELLS WILL BE CONSTRUCTED OF 1 1/2" LIMESTONE CRUSHER RUN.**

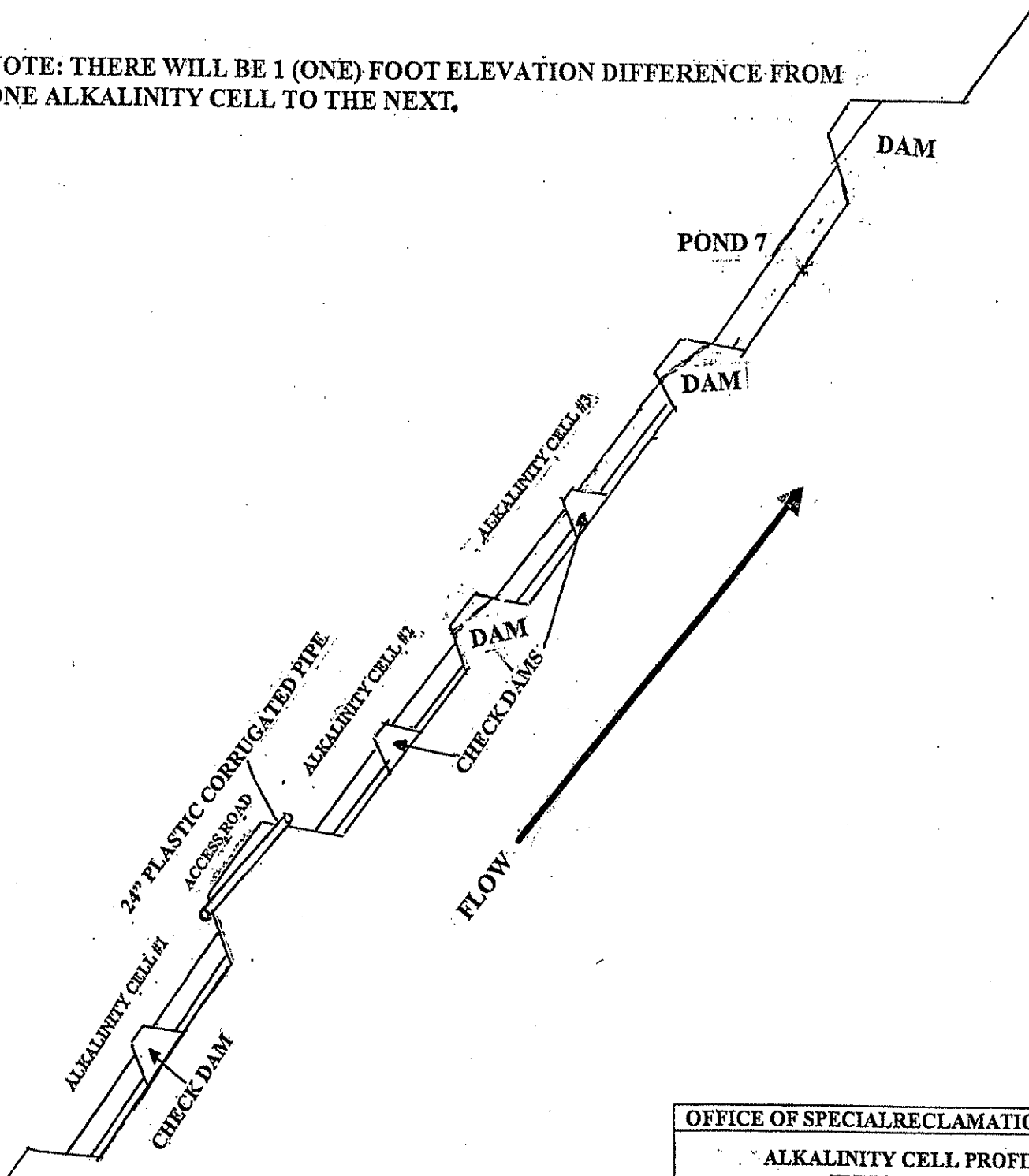
OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELLS 2, 3 PROFILE DETAILS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA  
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PRINCESS SUSAN COAL CO.  
 S-6033-86

NOTE: THERE WILL BE 1 (ONE) FOOT ELEVATION DIFFERENCE FROM ONE ALKALINITY CELL TO THE NEXT.

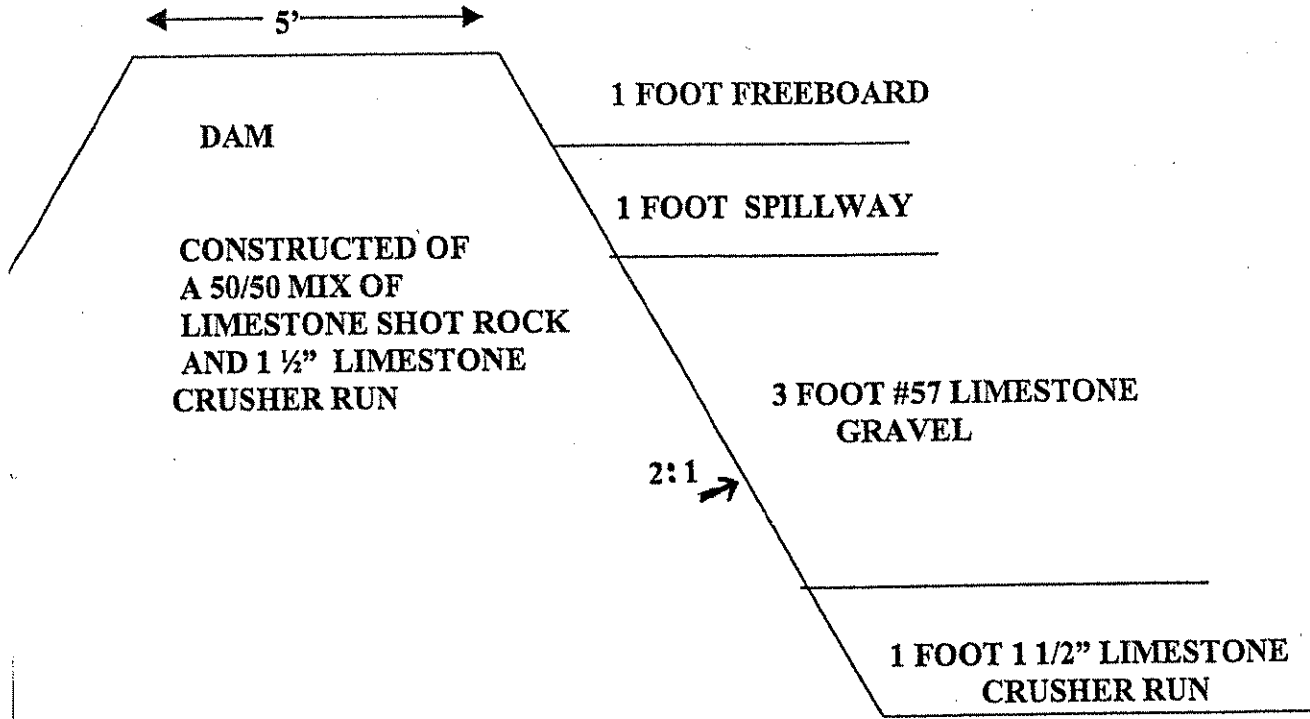


OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL PROFILE TYPICAL	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA  
REV. 1/29/02 PURCHASING CONTINUATION SHEET  
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PRINCESS SUSAN COAL CO.  
S-6033-86



OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL DAM PROFILE DETAILS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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

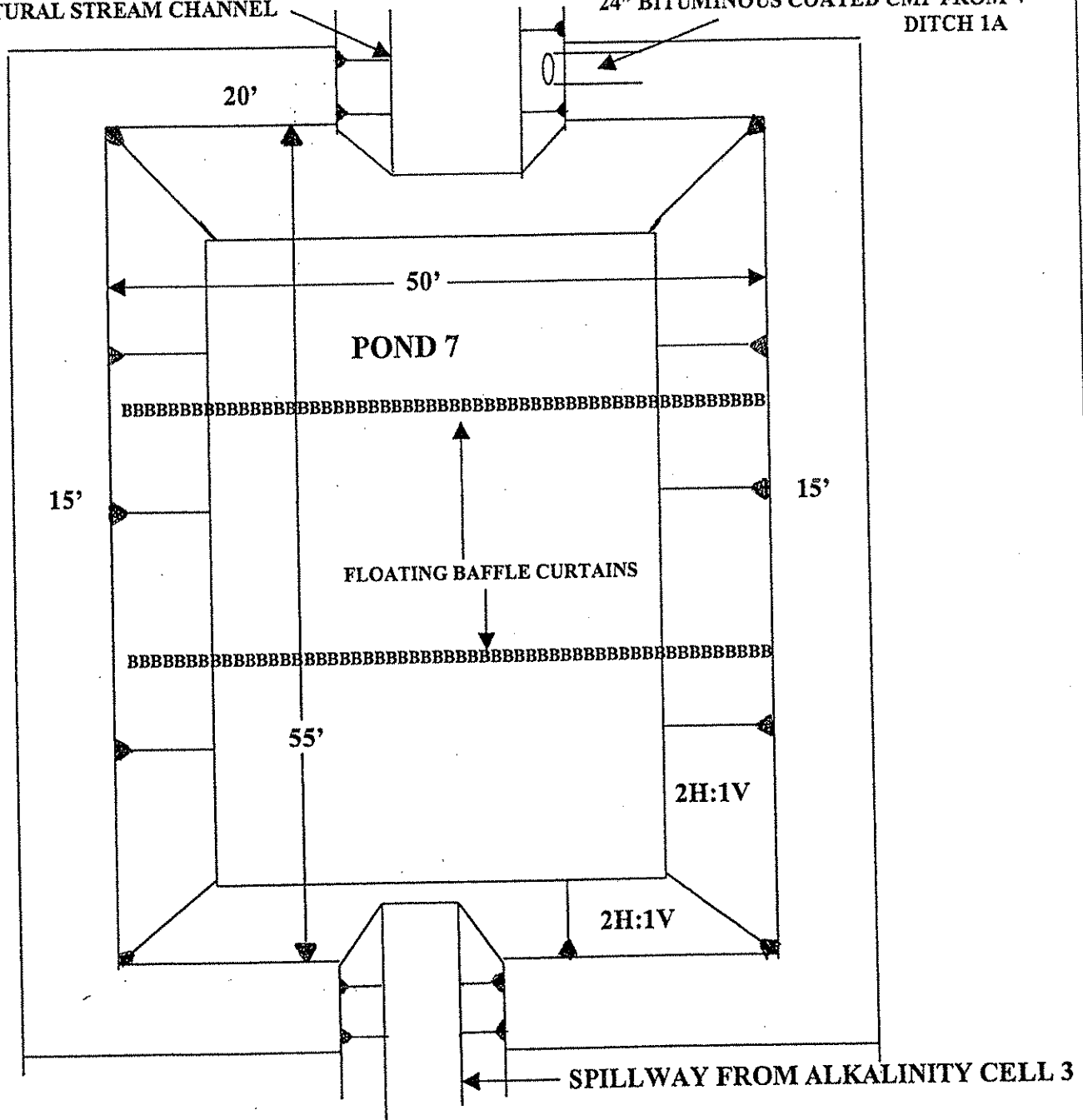
BUYER CB-23	PAGE 053	REQ. OR PO NO DEP. 13010
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

**PRINCESS SUSAN COAL CO**

GROUTED RIP RAP SPILLWAY  
TO NATURAL STREAM CHANNEL

S-6033-86

24" BITUMINOUS COATED CMP FROM V-DITCH 1A



NOTE: POND DEPTH IS 6 FEET WITH 2 FOOT OF FREEBOARD. POND WILL BE CONSTRUCTED TO FIT AVAILBLE AREA, TWO (2) FLOATING BAFFLE CURTAINS WILL BE INSTALLED AT DIRECTION OF ON SITE DEP PERSONNEL.

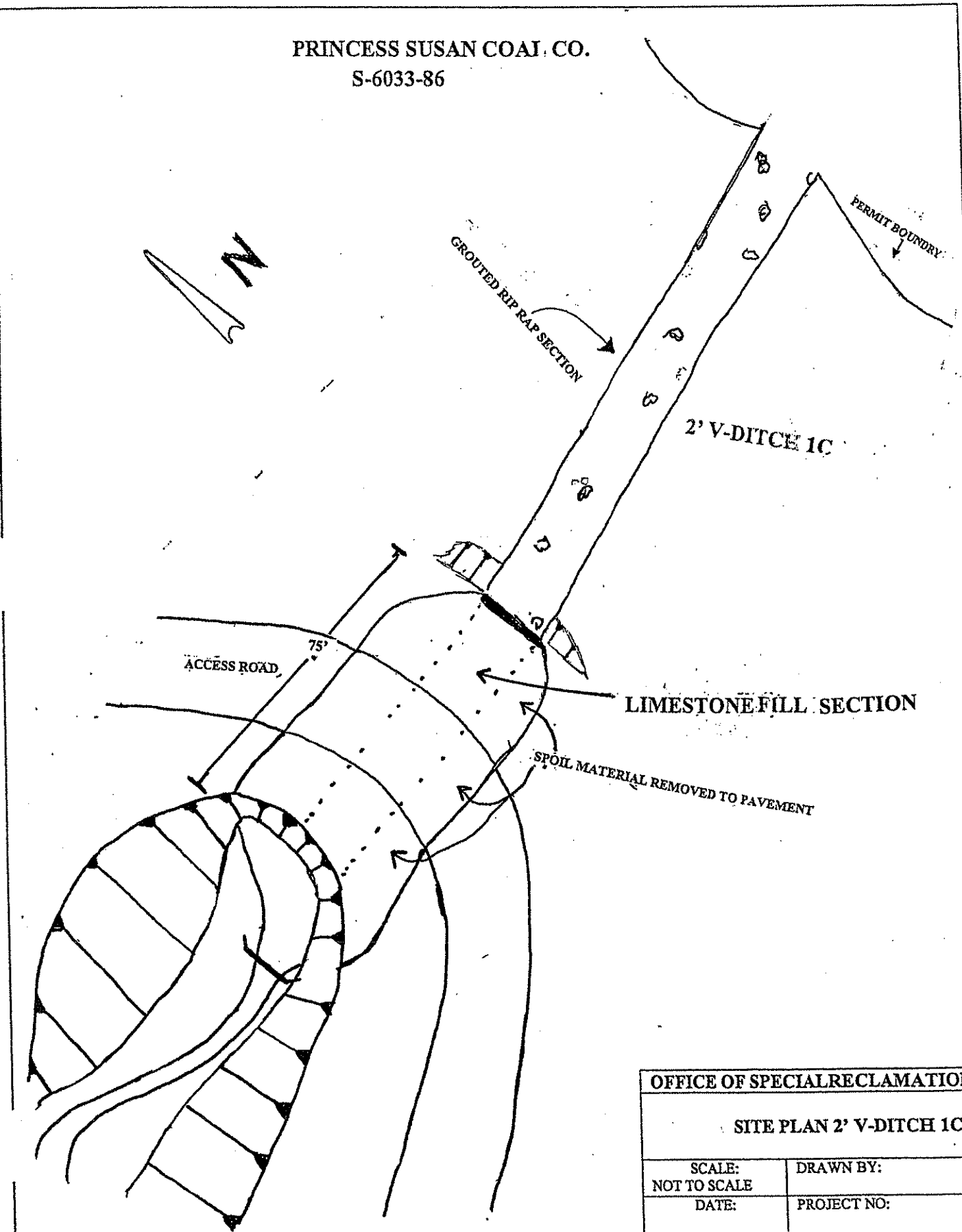
OFFICE OF SPECIAL RECLAMATION	
POND 7 TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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

BOOK NO. CB-23	PAGE 054	REQ. ORF NO. DEP. 13010
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SPENDING UNIT  
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION / OFFICE OF SPECIAL RECLAMATION

PRINCESS SUSAN COAL CO.  
S-6033-86



OFFICE OF SPECIAL RECLAMATION	
SITE PLAN 2' V-DITCH 1C	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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PRINCESS SUSAN COAL CO.  
 S-6033-86  
 V-DITCH 1C CROSS SECTION

35' TOP WIDTH

5H:1V SWALE

1 FOOT 6 INCH LIMESTONE RIP RAP  
 CHOKED WITH #357 LIMESTONE

LAYER OF WOVEN FILTER FABRIC

1' FT LAYER  
 LIMESTONE  
 #8  
 GRAVEL

BEDROCK / ORIGINAL GROUND

NUMBER 57 LIMESTONE GRAVEL

NOTE: SPOIL FILL IN HOLLOW WILL BE REMOVED TO BEDROCK/ ORIGINAL GROUND. EXCAVATED AREA WILL BE FILLED WITH ONE (1') FOOT # 8 LIMESTONE GRAVEL and THE REMAINDER WILL BE FILLED WITH #57 LIMESTONE GRAVEL. #57's WILL BE CAPPED WITH 1 FOOT OF 6" LIMESTONE RIP RAP CHOKED DOWN WITH # 357 LIMESTONE. DITCH WILL BE SWALED TO HAVE A DRIVETHRU ALONG LENGTH OF FILL AREA. A LAYER OF WOVEN FILTER FABRIC WILL BE INSTALLED ON TOP OF #57 GRAVEL.

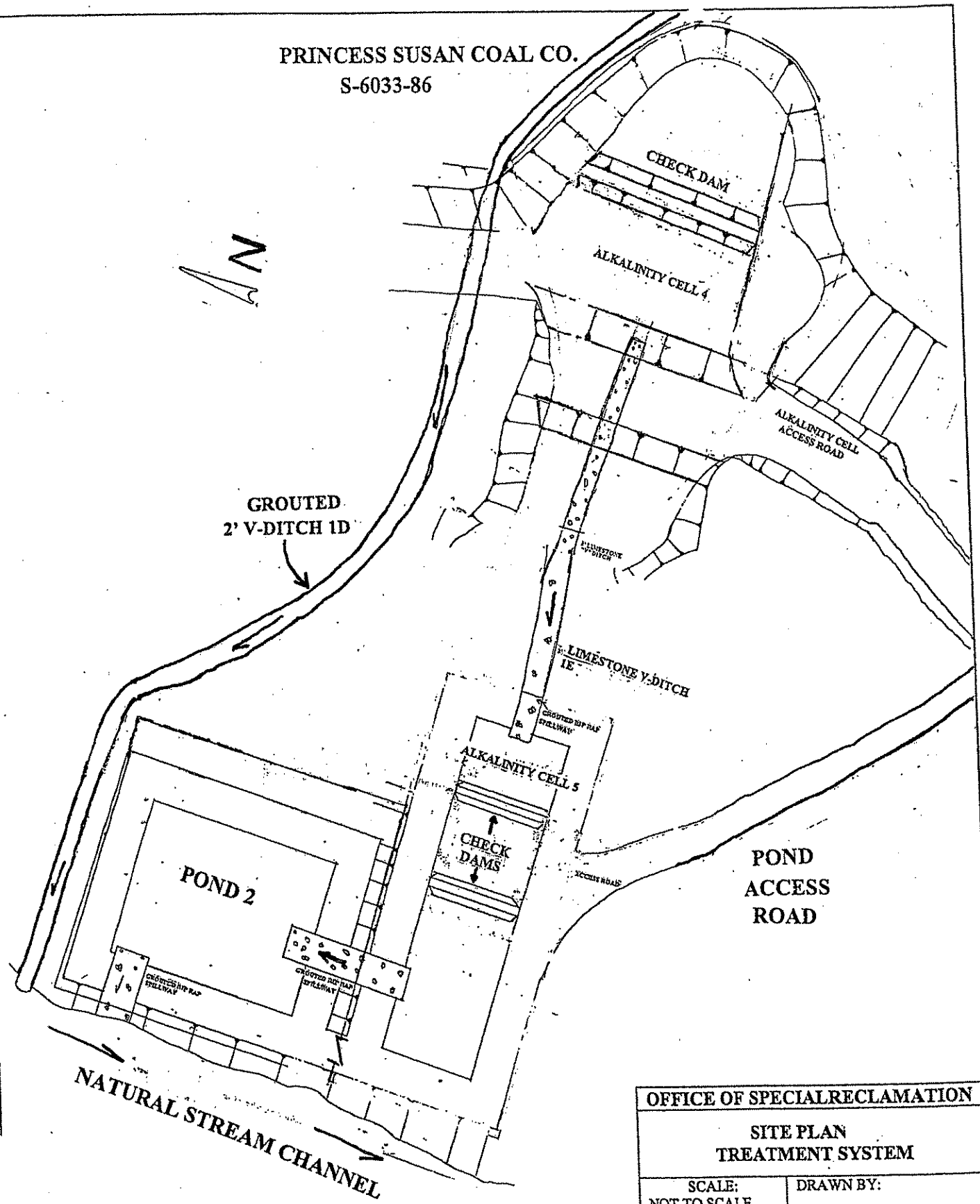
OFFICE OF SPECIAL RECLAMATION	
V-DITCH 1C FILL AREA CROSS SECTION DETAILS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:



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

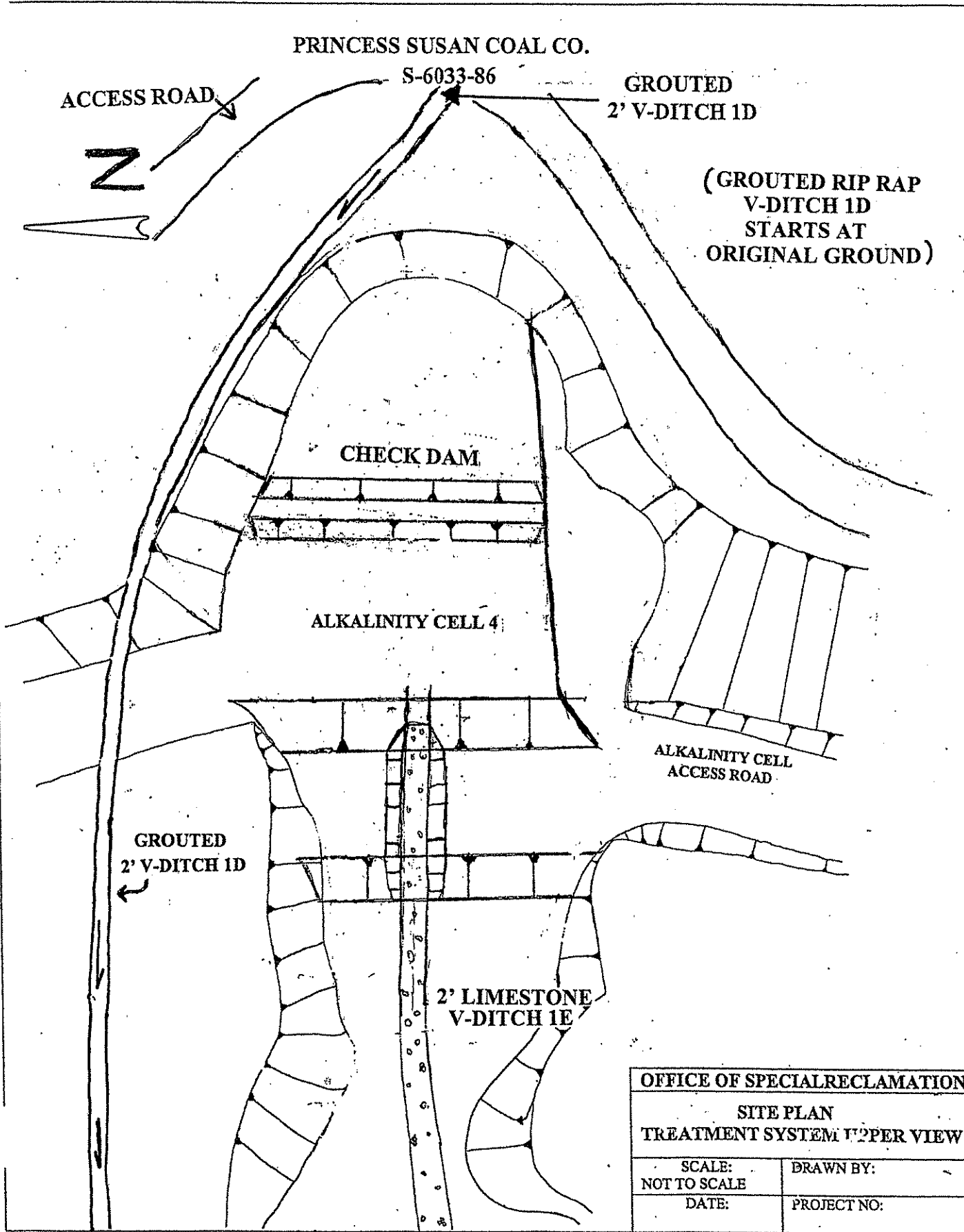
BOOK CB-23	PAGE 056	REPORTING DEP. 13010
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

PRINCESS SUSAN COAL CO.  
 S-6033-86



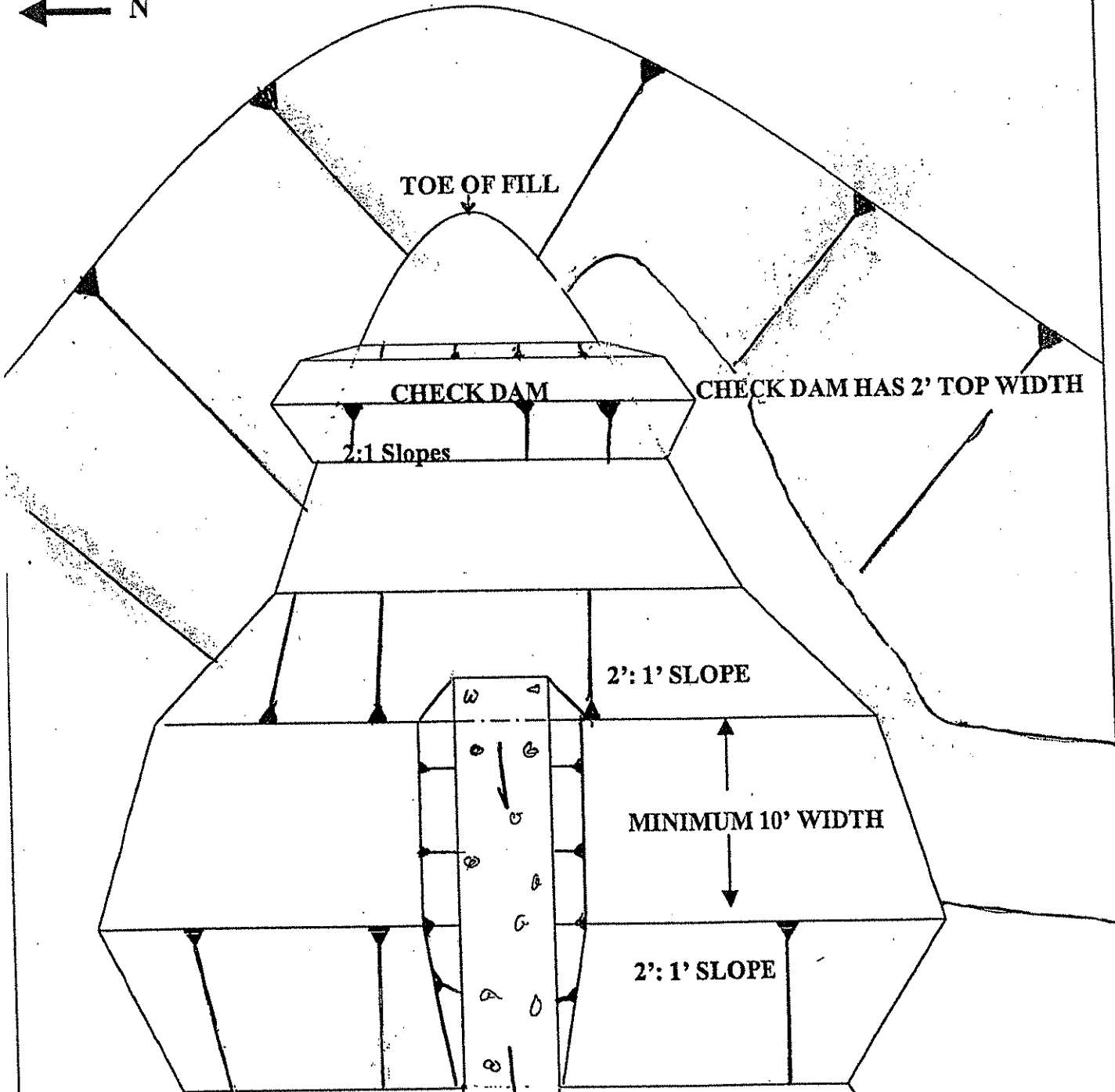
OFFICE OF SPECIAL RECLAMATION	
SITE PLAN TREATMENT SYSTEM	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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OFFICE OF SPECIAL RECLAMATION	
SITE PLAN	
TREATMENT SYSTEM UPPER VIEW	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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 S-6033-86



NOTE: ALKALINITY CELL DEPTH is 6 FOOT with 2 FOOT of FREEBOARD. Dam dike is to be "keyed in" to original ground/bedrock.

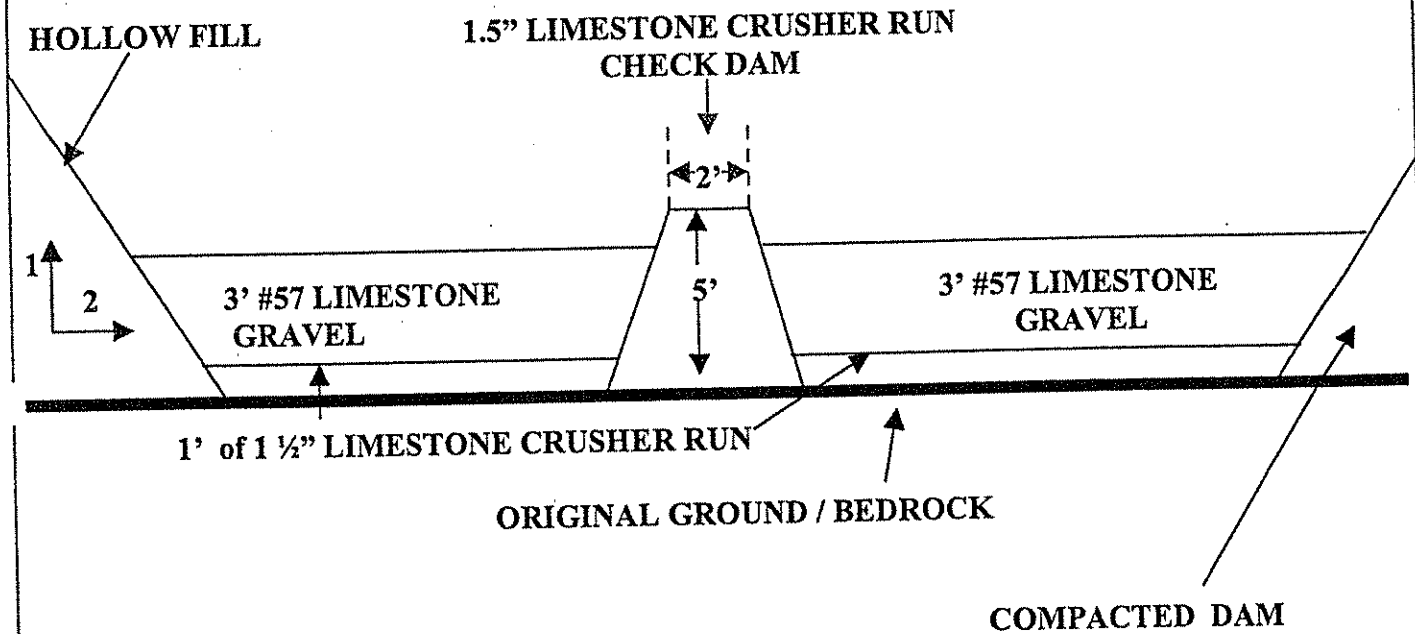
OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL 4 DETAILS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA  
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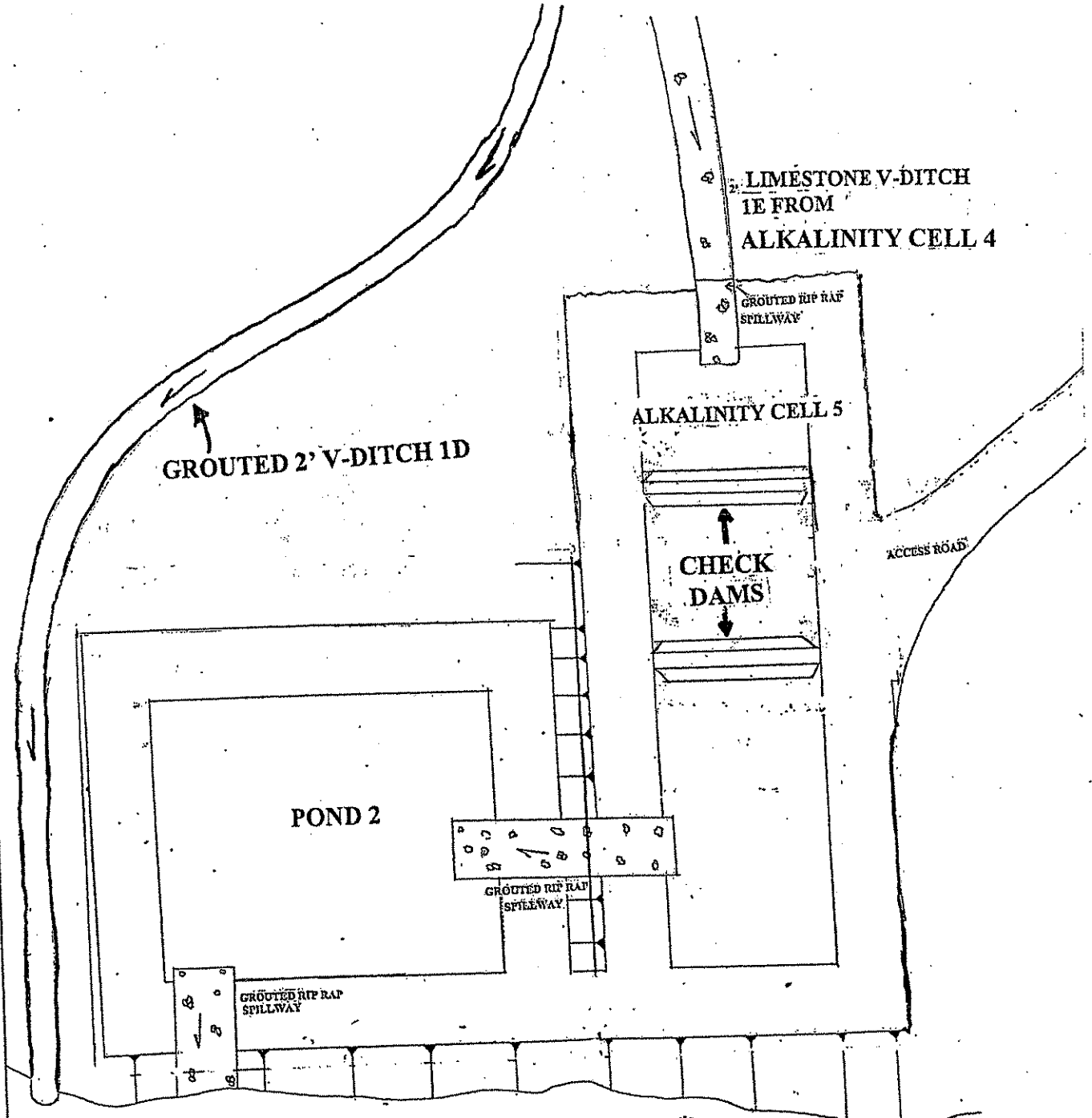
ALKALINITY CELL #4



**NOTE: DAM IS TO BE CONSTRUCTED OF A MIX OF COMPACTED ROCK AND DIRT in SIX INCH (6") LIFTS. SIZE OF ALKALINITY CELL WILL BE MAXIMIZED TO FIT AVAILABLE AREA. ALKALINITY CELLS WILL HAVE 2 FOOT OF FREEBOARD. CHECK DAMS INSIDE ALKALINITY CELLS WILL BE CONSTRUCTED OF 1 1/2" LIMESTONE CRUSHER RUN.**

OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL #4 PROFILE DETAILS	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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S-6033-86

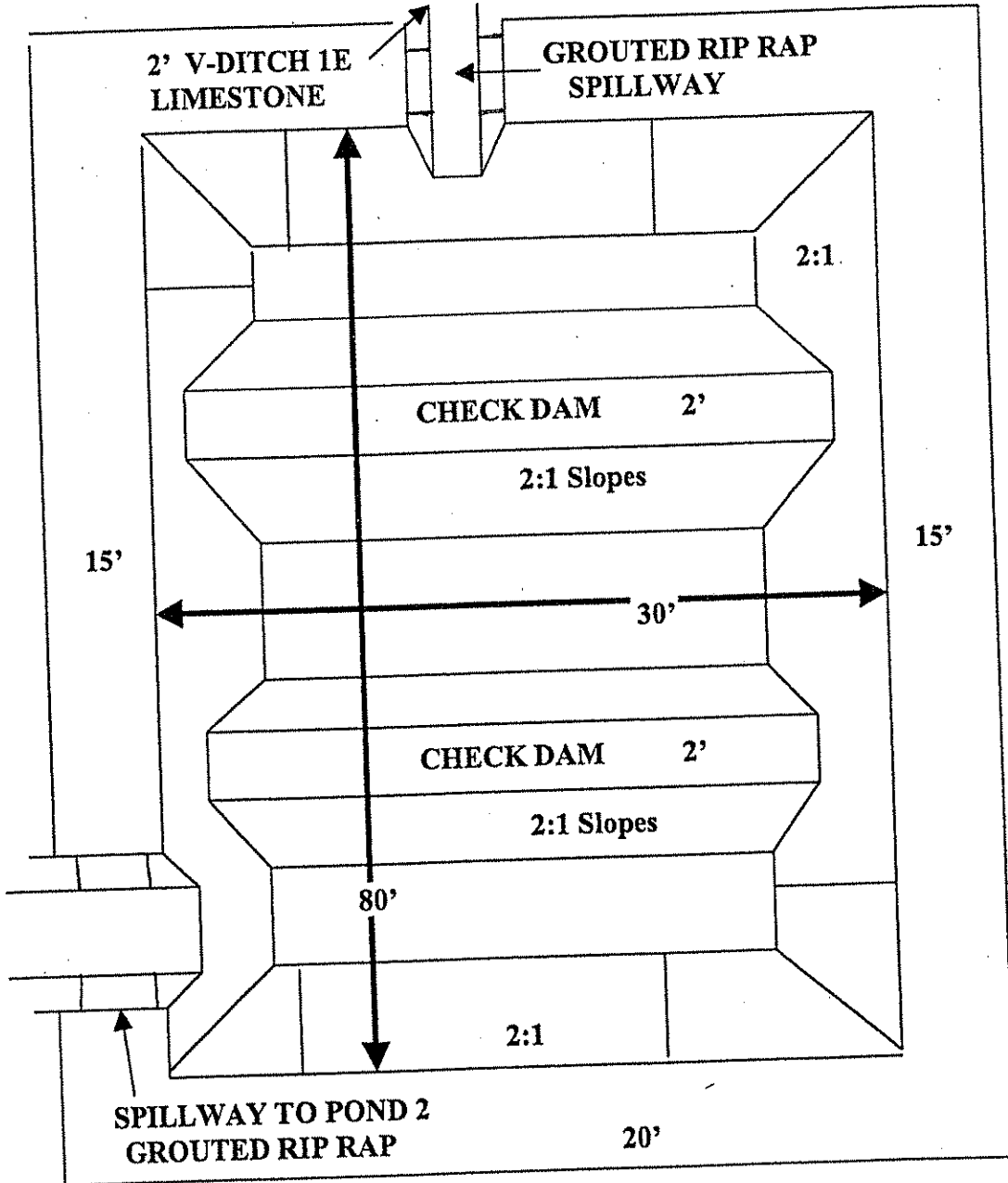


OFFICE OF SPECIAL RECLAMATION	
SITE PLAN ALKALINITY CELL LOWER VIEW	
SCALE: NOT TO SCALE	DRAWN BY: [Signature]
DATE:	PROJECT NO:

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**PRINCESS SUSAN COAL CO**  
**S-6033-86**  
**ALKALINITY CELL 5**

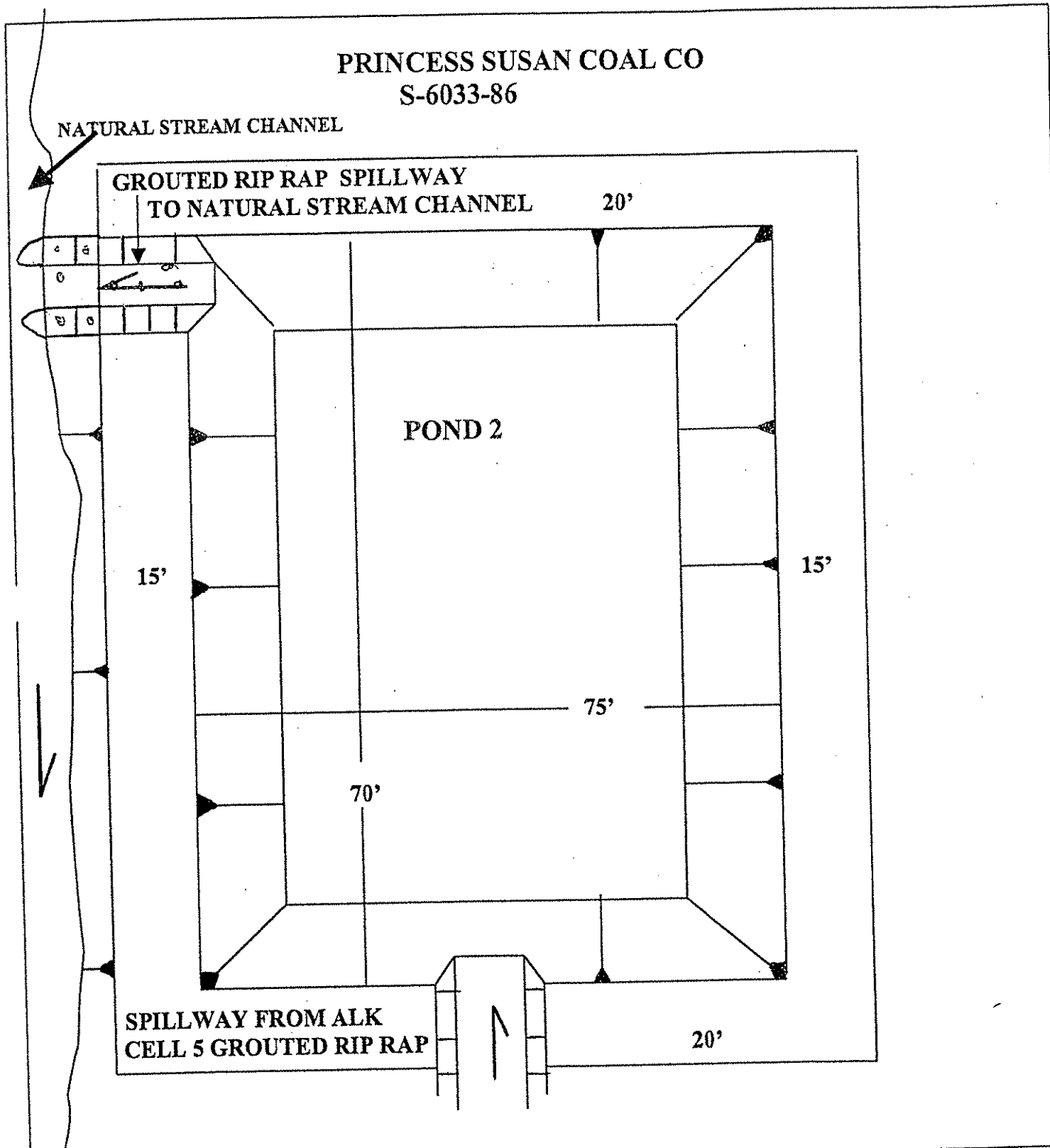


**NOTE: CELL DEPTH IS 6 FEET WITH 2 FOOT OF FREEBOARD. CELL WILL HAVE 2 CHECK DAMS INSTALLED AT DIRECTION OF ON SITE DEP PERSONNEL. CHECK DAMS WILL BE CONSTRUCTED OF 1 1/2" LIMESTONE CRUSHER RUN.**

<b>OFFICE OF SPECIAL RECLAMATION</b>	
<b>ALKALINITY CELL 5 TYPICAL ATTACHMENT</b>	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
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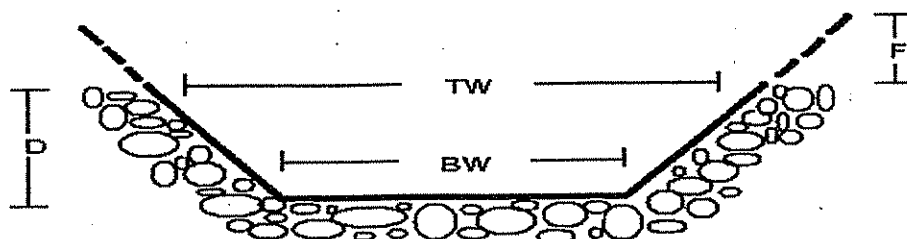
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**NOTE: POND DEPTH IS 6 FEET WITH 2 FOOT OF FREEBOARD. POND WILL BE LINED (SEE LINER DETAILS). POND TYPICAL HAS BEEN ROTATED FROM ORIGINAL CONFIGURATION for CLARITY.**

<b>OFFICE OF SPECIAL RECLAMATION</b>	
<b>POND 2 TYPICAL ATTACHMENT</b>	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

PRINCESS SUSAN COAL CO.  
 S-6033-86



**TYPICAL TRAPEZOIDAL CHANNEL X-SECTION**

Channel No.	Depth (D)	Top Width (TW)	Length	Bottom Width (BW)	Lining
Freshwater Bypass	2.0	12.0	325' Grouted riprap 1300' Limestone riprap	4.0	Grouted riprap/ Limestone riprap
Alkalinity Cell 5 Spillway	1.0	14.0	1 ft keyed overlap into cell and tie into Pond 2 and v-ditch 1E	10.0	Grouted riprap
Pond 7 Spillway	1.0	14.0	1 ft keyed overlap into pond and tie into stream channel	10.0	Grouted riprap
Pond 2 Spillway	1.0	14.0	1 ft keyed overlap onto pond liner and tie into stream channel	10.0	Grouted riprap

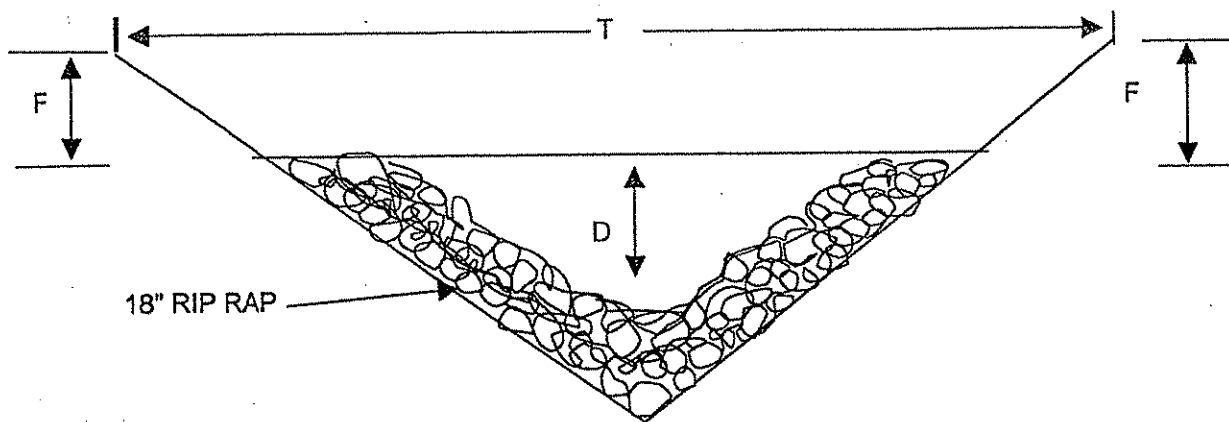
**NOTE: ALL GROUTED CHANNELS MUST BE CONSTRUCTED WITH 100% PENETRATION OF GROUT THROUGHOUT THE CHANNEL SECTIONS. EXCESS GROUT SHALL BE BRUSHED OFF EXPOSED ROCKS. ALL CHANNELS WILL HAVE 2H to 1V SIDE SLOPES and ONE (1) FOOT OF FREEBOARD (F).**



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 VENDOR:

Princess Susan Coal Co S-6033-86 Triangular Ditch Typical



Ditch Number	Depth LF	Top Width T	Freeboard Depth F	Lining
1A	2.00	12.00	1.00	18" Sandstone
1C	2.00	12.00	1.00	Grouted Rip Rap
1D	2.00	12.00	1.00	Grouted Rip Rap
1E	2.00	12.00	1.00	18" Limestone
1F	2.00	12.00	1.00	18" Limestone
1G	2.00	12.00	1.00	18" Limestone

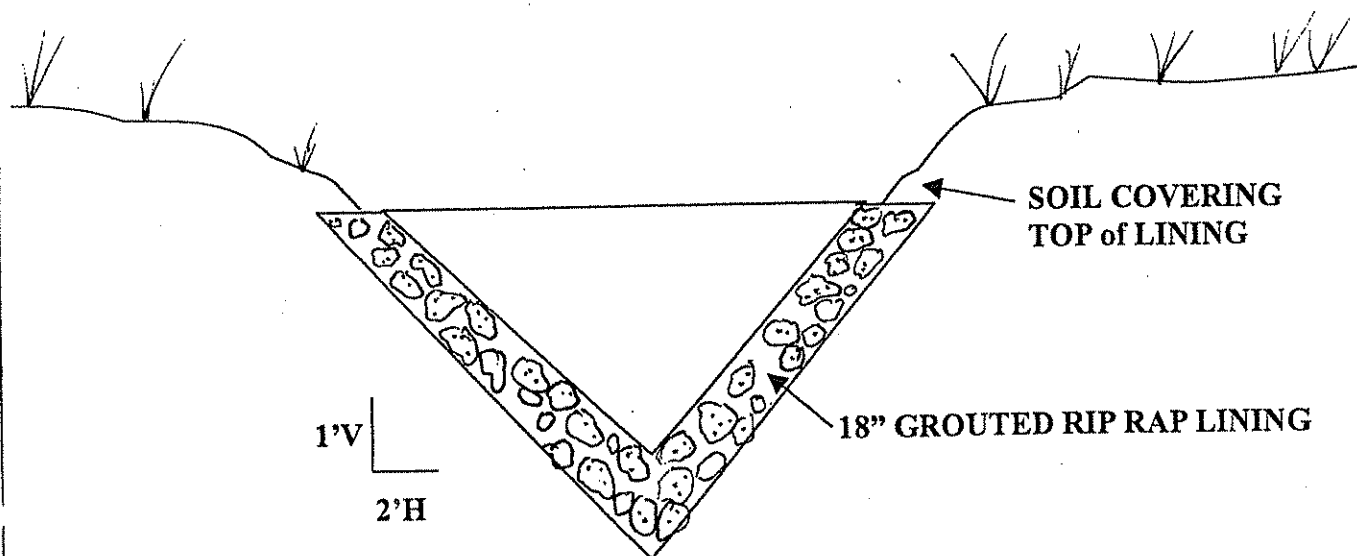
NOTE: LIMESTONE V-DITCHES WILL BE LINED WITH 18" OF STANDARD LIMESTONE RIP RAP AND CHOKED DOWN WITH 1 1/2" LIMESTONE CRUSHER RUN

SPECIAL RECLAMATION	
TYPICAL "V" DITCH	
SCALE:	DRAWN BY:
Date:	Project Number:

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PRINCESS SUSAN COAL CO.  
 S-6033-86  
 TYPICAL SECTION GROUTED RIP RAP DITCH/CHANNEL

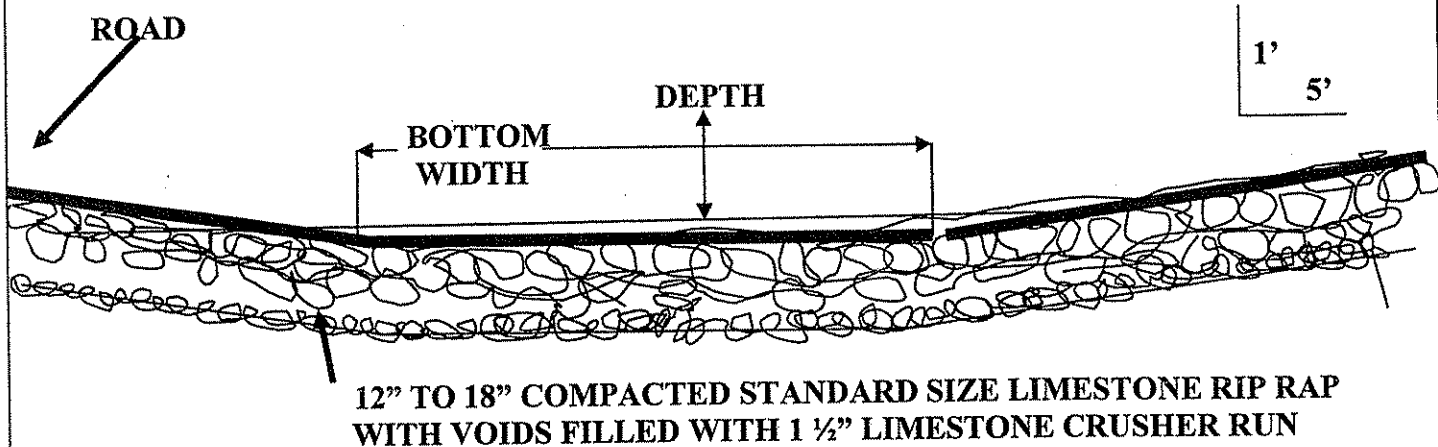


**NOTE: SOIL WILL BE PLACED ON TOP of LINING to FACILITATE SHEET FLOW of SURFACE WATER INTO DITCH/CHANNEL.**

OFFICE OF SPECIAL RECLAMATION	
TYPICAL SECTION GROUTED RIP RAP DITCH/CHANNEL	
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PRINCESS SUSAN COAL Co.  
 S-6033-86

**FRESHWATER BYPASS DRIVE THRU**

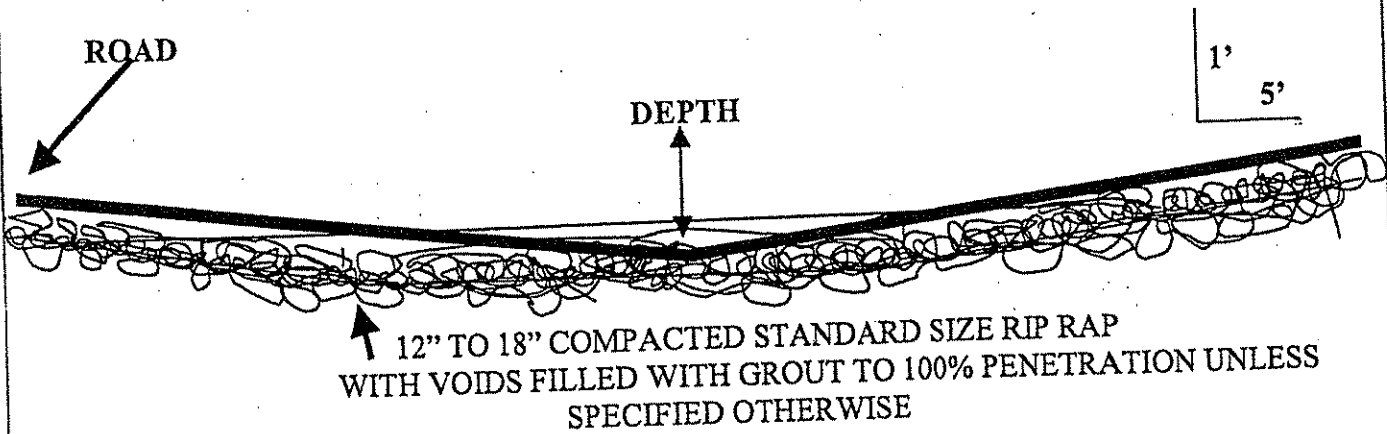


NOTE: ENTRANCE AND EXIT THROUGH STREAM CHANNEL IS TO HAVE A 5' TO 1' SIDE SLOPE ON STREAM BANKS WHERE ROAD INTERSECTS CHANNEL. ROAD MATERIAL IN CROSSINGS IS TO BE STANDARD SIZE LIMESTONE RIP RAP 18" DEEP with 100% PENETRATION OF ALL VOIDS in RIP RAP LINING with 1 1/2" LIMESTONE CRUSHER RUN. RIP RAP PLACED IN STREAM CROSSINGS WILL BE COMPACTED WITH A MINIMUM OF 3 PASSES USING A D-6 OR LARGER DOZER.

CHANNEL	BOTTOM WIDTH	DEPTH
FRESH WATER BYPASS	24.0'	2.0'

<b>OFFICE OF SPECIAL RECLAMATION</b>	
<b>FRESHWATER BYPASS DRIVE THRU TYPICAL DRAWING ATTACHMENT</b>	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

PRINCESS SUSAN COAL Co.  
 S-6033-86



NOTE: ENTRANCE AND EXIT THROUGH DITCH IS TO HAVE A 5' TO 1' SIDE SLOPE ON STREAM BANKS WHERE ROAD INTERSECTS DITCH. ROAD MATERIAL IN CROSSINGS IS TO BE STANDARD SIZE SANDSTONE OR LIMESTONE RIP RAP 18" DEEP. WHERE THE V-DITCH IS TO BE GROUTED THERE WILL BE 100% PENETRATION OF ALLVOIDS in RIP RAP LINING with GROUT. RIP RAP PLACED IN STREAM CROSSINGS WILL BE COMPACTED WITH A MINIMUM OF 3 PASSES USING A D-6 OR LARGER DOZER PRIOR TO GROUT PLACEMENT.

V-DITCH	TOP WIDTH	DEPTH	LINING
1C	20'	2'	LIMESTONE RIP RAP
1D	20'	2'	GROUTED RIP RAP

NOTE: WHERE LIMESTONE RIP RAP IS SPECIFIED STANDARD SIZE RIP RAP WILL BE USED AND WILL BE CHOKED DOWN WITH 1 1/2" LIMESTONE CRUSHER RUN

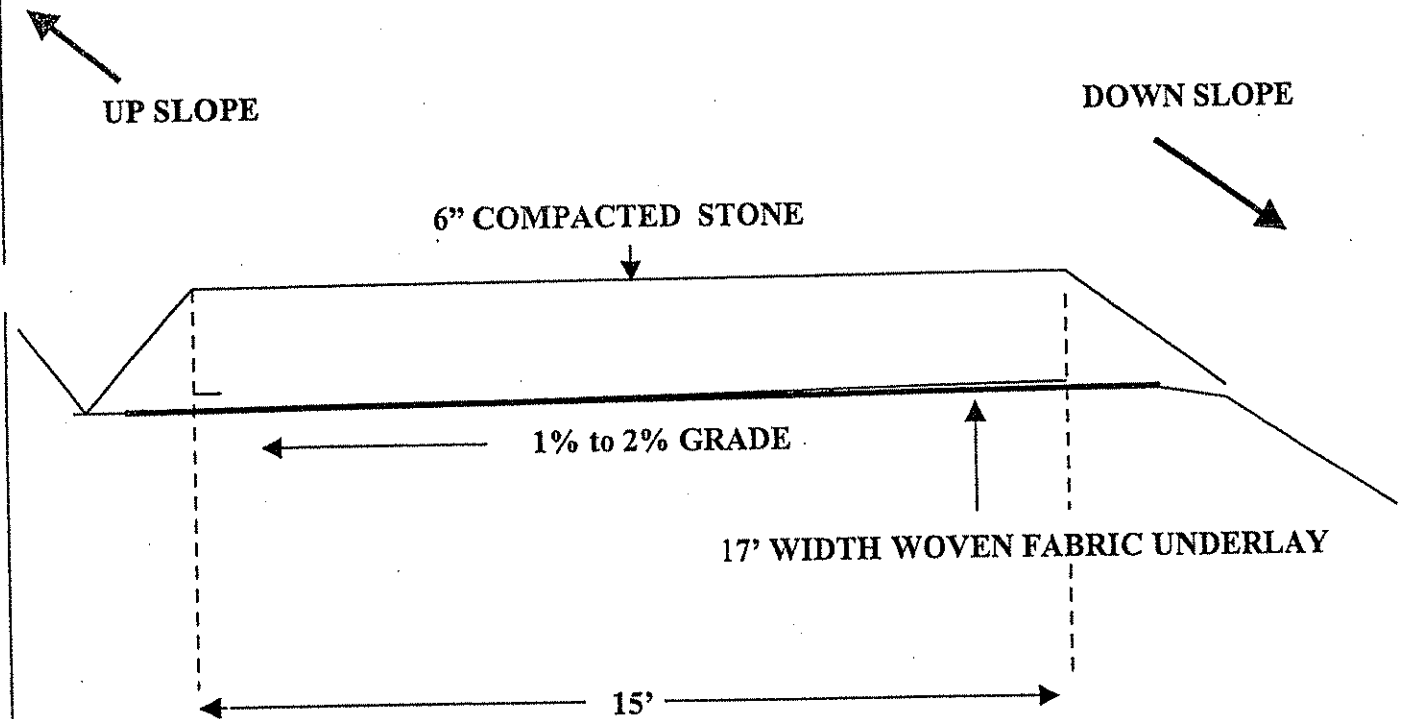
OFFICE OF SPECIAL RECLAMATION	
V-DITCH DRIVE THRU CROSSING TYPICAL DRAWING ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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**PRINCESS SUSAN COAL COMPANY  
 S-6033-86**

**ACCESS ROAD to POND 2**



**NOTE:** 12" CMP Culverts will be placed at 50' intervals under crushed stone to facilitate drainage from upper side of road.  
 Road shall be constructed of crushed Limestone meeting size specification Ten Percent (10%) 3.5" to 3", Twenty Five Percent (25%) 3" to 2" and the remaining Sixty Five Percent (65%) well graded at 2" to .75" to a compacted depth of Six Inches (6").  
 (As Per DOH Size Number One #1 Stone Specifications, Compaction will be achieved by making 3 passes over stone with D-6 Dozer)

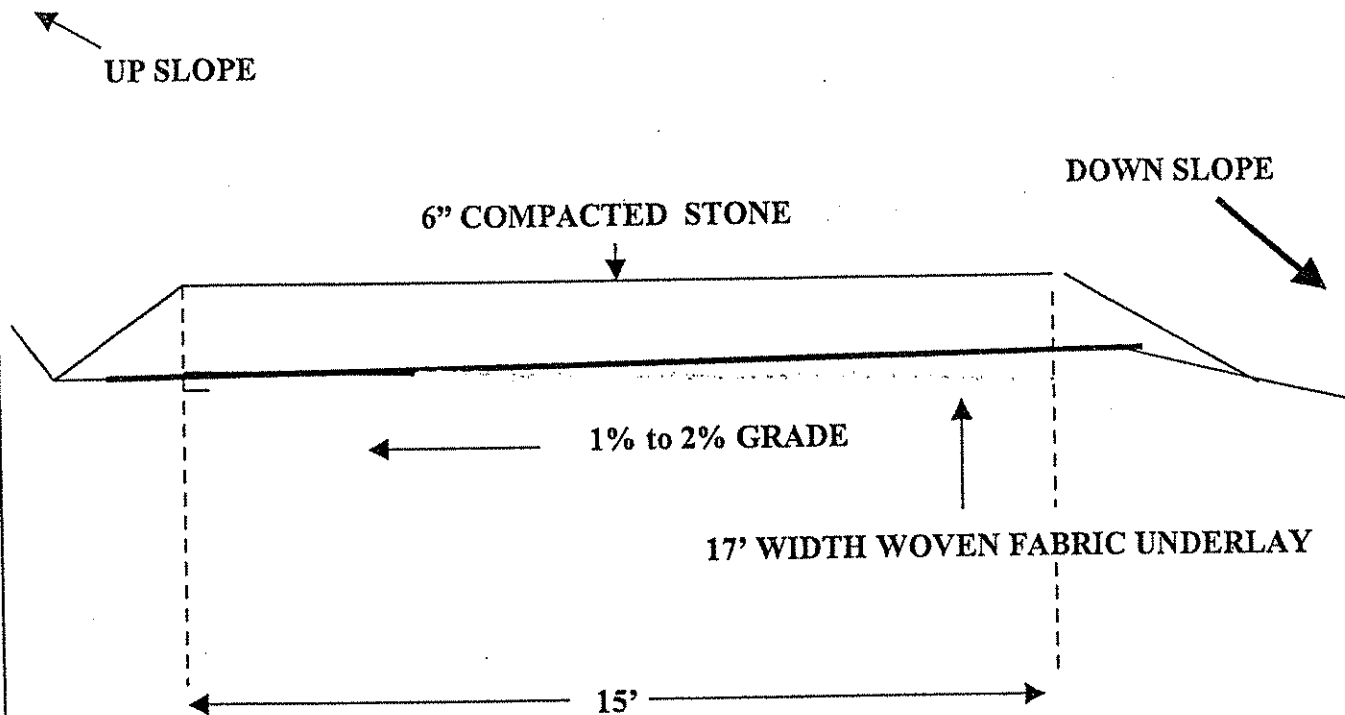
<b>OFFICE OF SPECIAL RECLAMATION</b>	
<b>ACCESS ROAD TO POND 2 ATTACHMENT</b>	
SCALE: NOT TO SCALE	DRAWN BY:
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**PRINCESS SUSAN COAL CO.  
 S-6033-86**

**BENCH ACCESS ROAD to ALKALINITY CELL ACCESS ROAD  
 ACCESS ROAD to ALKALINITY CELL 4**



**NOTE: Road Ditches will be Graded to Drain to Natural Drains.**

Road shall be constructed of crushed Limestone meeting size specification  
 Ten Percent (10%) 3.5" to 3", Twenty Five Percent (25%) 3" to 2" and the remaining Sixty  
 Five Percent (65%) well graded at 2" to .75" to a compacted depth of six Inches (6).

(As Per DOH Size Number One #1

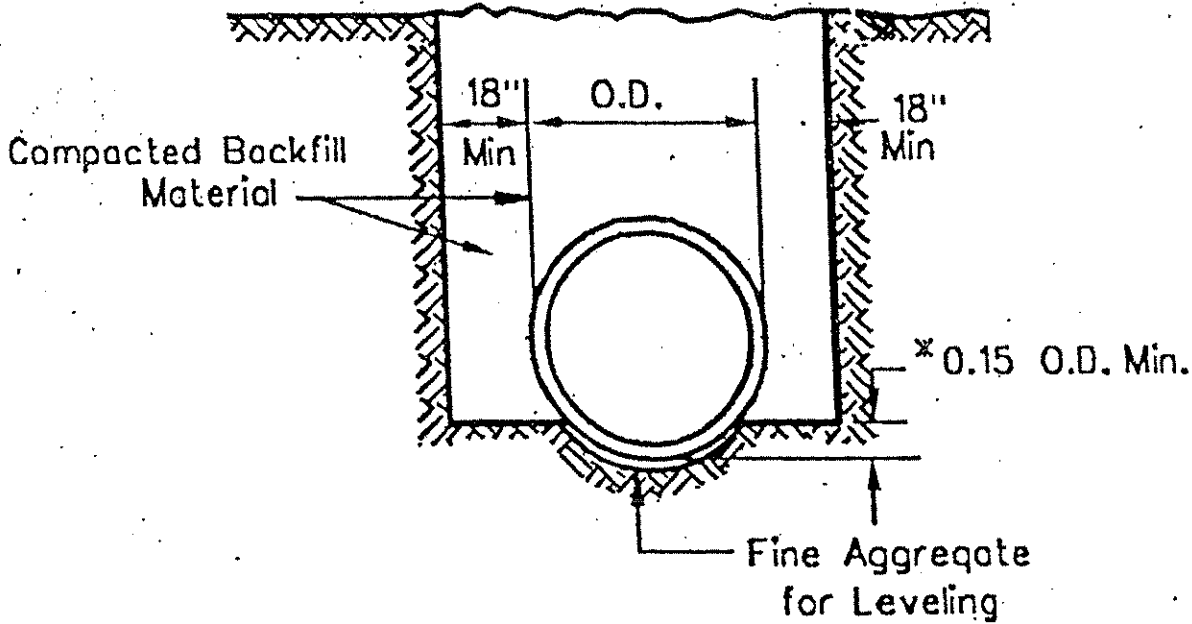
Stone Specifications, Compaction will be achieved  
 by making 3 passes over stone with D-6 Dozer)

<b>OFFICE OF SPECIAL RECLAMATION</b>	
<b>ACCESS ROAD TO ALKALINITY CELL 4 ATTACHMENT</b>	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

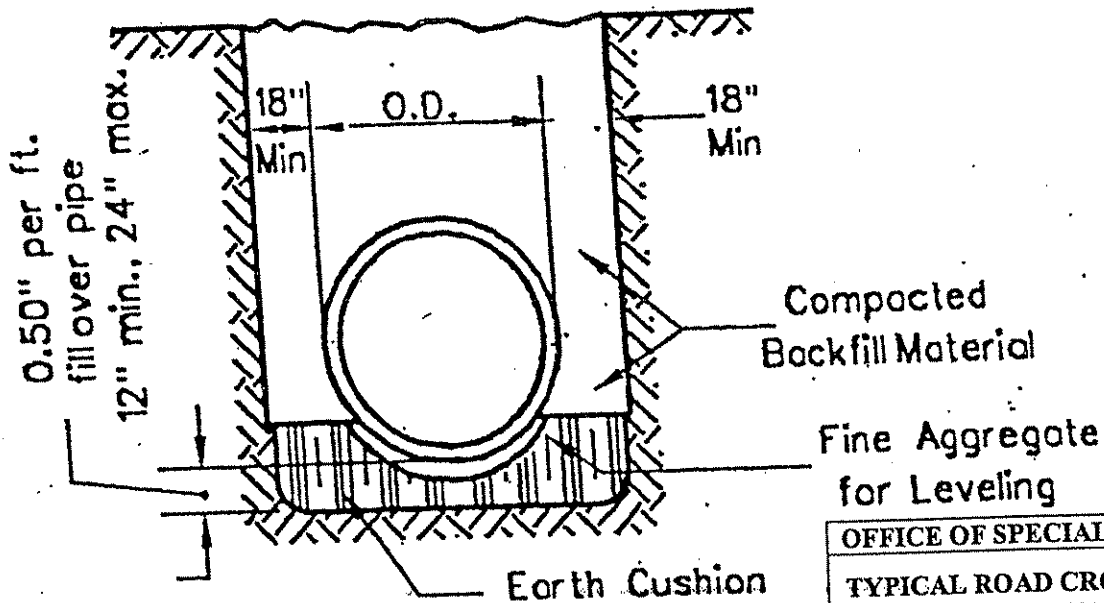
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PRINCESS SUSAN COAL CO.  
 S-6033-86  
 ROAD CROSSING PIPE TYPICAL



**Class B Bedding**

(Trench shown is for 18" thru 54" Pipe)



**Class B Bedding**

On Back Foundation

OFFICE OF SPECIAL RECLAMATION	
TYPICAL ROAD CROSSING PIPE BED DETAILS	
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DATE:	PROJECT NO:

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 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

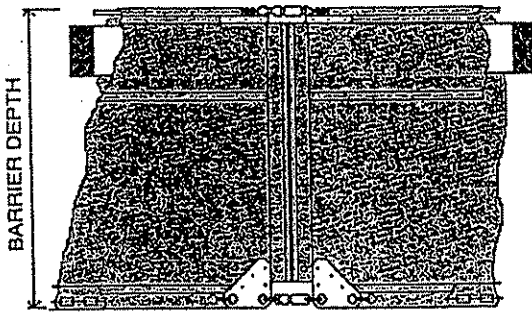
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PRINCESS SUSAN COAL CO.  
 S-6033-86  
 POND BAFFLE CURTAINS

# TOUGH GUY *Turbidity Barriers*

## .DOT Series FLOATING BARRIERS

Floating barriers consist of a top flotation boom, an impervious fabric skirt extending downward under water, and a heavy galvanized steel chain sealed into a hem along the bottom of the skirt to provide ballast. End hems are heat sealed around a rope and grommeted to allow attachment to each other with rope or bolts/nuts/washers. All .DOT barriers are constructed of tough 18 oz. vinyl-polyester fabric (22 oz. optional).



**Type 2.DOT** for higher current waters (up to five feet per second); Deeper lakes, streams, intercoastal and tidal areas. Includes an encapsulated steel load cable along top of barrier. 8" x 8" x 4' flotation logs. Wear stress points are reinforced with shields.

**IMPRINTING:** Every Tough Guy Turbidity Barrier is imprinted with its TYPE on its flotation section. Types ".DOT" are clearly imprinted in bold 2" letters to assure easy reading by jobsite inspectors.

**DIMENSIONS:** Standard size for all Types is 5'D x 50'L. Depths available: 2' to 100'. Lengths: 6' to 100'.

**COLORS:** Standard is Aer-Flo YELLOW. Other colors available.

OFFICE OF SPECIAL RECLAMATION	
POND BAFFLE CURTAINS DETAILS	
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DATE:	PROJECT NO:



**PRINCESS SUSAN COAL CO.**  
**S-6033-86**  
**POND BAFFLE CURTAINS**

**FABRIC SPECIFICATIONS**

CHARACTERISTIC TEST METHOD	18 OZ LAMINATED
CONSTRUCTION	VINYL LAMINATE ON 1300 DENIER 9 X 9 SCRIM
WEIGHT ASTM D-2374	18 OZ / SQ YD 423 GR / SQ M
ADHESION ASTM D-751-95 SEC 43.1.2	15 LB / IN 14 daN / 5 cm
GRAB TENSILE ASTM D-5034	397 x 373 LB / IN 378 x 363 daN / 5 cm
TOUNG TEAR ASTM D-2261	96 x 86 LB / IN 91 x 82 daN / 5 cm
HYDROSTATIC ASTM D-751-95 SEC 34.2	385psi 2674 kPa

**TOUGH GUY® floating and staked turbidity barrier specifications**

2.DOT	MATERIAL DESCRIPTION
	16 oz. nominal laminated vinyl-polyester fabric
*	18 oz. laminated vinyl-polyester fabric (note 4)
*	22 oz. vinyl coated polyester fabric (see Selection Guide below)
*	polypropylene woven filter fabric (note 6)
*	heat sealed seams (note 1)
*	5/8 inch polypropylene twisted rope edge reinforcement
	6" x 6" x 48" EPS foam blocks providing 11 lbs / ft buoyancy (note 5)
*	8" x 8" x 48" EPS foam blocks providing 18 lbs / ft buoyancy (note 5)
*	standard depth = 5 feet (note 2)
*	standard length = 50 feet (note 3)
	standard length = 100 feet (note 3)
*	#4 brass grommets approximately 12" o.c. in edges for laced connection
	aluminum stress plates at top and bottom corners
*	5/16 inch galvanized street proof coil ballast chain - 95 lbs / 100 ft
*	5/16 inch 7 x 19 vinyl coated galvanized steel topload cable 9800 lb
*	breaking strength - 1960 lb allowable working load
*	galvanized steel safety snap top connection

**NOTES**

- The filter fabric in Type 3.DOT barriers cannot be heat sealed. It must be sewn.
- Any special depth of barrier will be supplied to order. Call your Distributor for pricing.
- Any special length of barrier will be supplied to order. Call your Distributor for pricing.
- Heaview weight fabrics will be supplied to order. Call your Distributor for pricing.
- Buoyancy is increased on special depths. See the Selection Guide below.
- The entire skirt of both Types 1.DOT and 2.DOT barriers can be fabricated using filter fabric in lieu of vinyl.

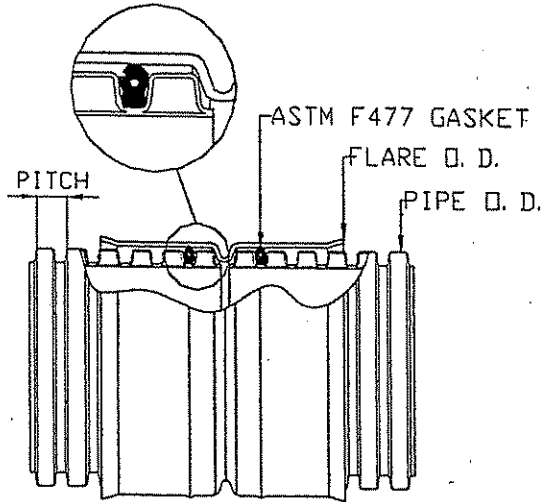
**OFFICE OF SPECIAL RECLAMATION**

**POND BAFFLE CURTAINS DETAILS**

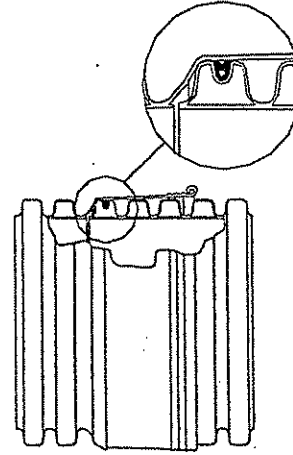
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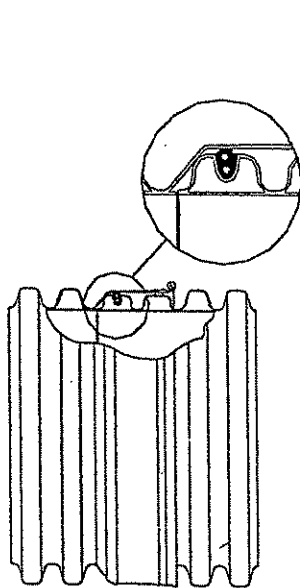
SURE-LOK® F477 PIPE JOINING SYSTEM



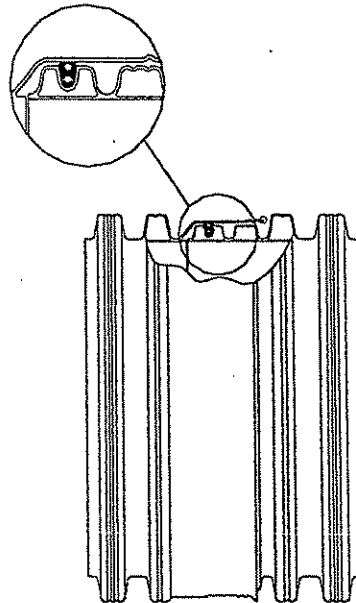
4' - 10" (100-250mm)



12' - 18" (300-450mm)



24' - 30" (600-750mm)



36' - 60" (600-1500mm)

OFFICE OF SPECIAL RECLAMATION	
PLASTIC CORRUGATED PIPE DETAILS	
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**PRINCESS SUSAN COAL CO.**

S-6033-86

**HANCOR SURE-LOK® F477 PIPE SPECIFICATIONS**

**Scope**

This specification describes 4- through 60-inch (100 to 1500 mm) Hancor Sure-Lok F477 pipe for use in non-pressure drainage applications.

**Pipe Requirements**

Sure-Lok F477 pipe shall have a smooth interior and annular exterior corrugations.

- 4- through 10-inch (100 to 250mm) shall meet AASHTO M252, Type S.
- 12- through 60-inch (300 to 1500 mm) shall meet AASHTO M294, Type S. or ASTM F2306.
- Manning's "n" value for use in design shall be 0.010 to 0.012.

**Joint Performance**

Pipe shall be joined with the Sure-Lok (bell-and-spigot) joint meeting AASHTO M252, AASHTO M294, ASTM F2306. The joint shall be silt-tight and non-rated watertight. Silt-tight joints shall meet laboratory test per ASTM D 3212 except that the joint be tested using 2.0 psi (14kPa). Gaskets shall be made of polyisoprene meeting the requirements of ASTM F477 with the addition that the gaskets shall not have any visible cracking when tested according to ASTM D1149 after 72 hour exposure in 50 PPHM ozone at 104° F (40° C). Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

**Fittings**

Fittings shall conform to AASHTO M252, or AASHTO M294. Fabricated fittings, where accessible, shall be welded on the interior and exterior at all junctions.

**Material Properties**

Virgin material for pipe and fitting production shall be high density polyethylene conforming with the minimum requirements of cell classification 424420C for 4- through 10-inch (100 to 250mm) diameters, or 435400C, for 12- through 60-inch (300 to 1500mm) diameters, as defined and described in the latest version of ASTM D3350. The 12- through 60-inch (300 to 1500mm) virgin pipe material shall be a slow crack resistant material evaluated using the notched constant ligament-stress (NCLS) test according to the procedure described in AASHTO M294, Section 9.5. Average NCLS test specimens must exceed 24 hrs. with no test result less than 17 hrs.

**Installation**

Installation shall be in accordance with ASTM D2321 and Hancor's published installation guidelines with the exception that minimum cover in trafficked areas for 4- through 48-inch (100 to 1200 mm) diameters shall be one foot (0.3 m) and for 54- and 60-inch (1350 and 1500 mm) diameters shall be 2.0ft (0.6 m). Contact your local Hancor representative or visit our website at [www.hancor.com](http://www.hancor.com) for a copy of the latest installation guidelines.

**Pipe Dimensions**

	Nominal Diameter, in (mm)													
	4	6	8	10	12	15	18	24	30	36	42	48	54*	60
Pipe I.D. (mm)	4.7 (119)	6.9 (175)	9.4 (239)	11.9 (303)	14.2 (361)	17.7 (450)	21.5 (546)	28.4 (721)	36.0 (914)	41.4 (1052)	48.0 (1219)	55.0 (1397)	61.0 (1549)	67.3 (1709)
Pipe O.D. (mm)	5.1 (129)	7.4 (188)	9.8 (249)	13.1 (333)	15.4 (391)	19.6 (498)	23.9 (607)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Flare O.D. (mm)	0.64 (16.2)	0.73 (18.5)	1.02 (25.9)	1.67 (43)	2.0 (51)	2.4 (61)	3.0 (76)	4.0 (102)	4.0 (102)	4.6 (117)	5.8 (147)	5.8 (147)	7.8 (198)	7.8 (198)
Pitch (mm)														
Perforations	All diameters available with or without perforations													

<b>OFFICE OF SPECIAL RECLAMATION</b>	
<b>PLASTIC CORRUGATED PIPE DETAILS</b>	
SCALE: NOT TO SCALE	DRAWN BY:
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PRINCESS SUSAN COAL Co  
 S-6033-86



**SMOOTH HDPE GEOMEMBRANE  
 DATA SHEET**

Nominal Values

Property	Test Method	60 Mil
Thickness, mils	ASTM D 1593	60
Sheet Density, g/cc	ASTM D 1505	0.95
Carbon Black Content, %	ASTM D 1603	2.5
Carbon Black Dispersion	ASTM D 3015 or ASTM D 5596	A2 CAT.1
<b>Tensile Properties</b>		
	ASTM D 638 (Type IV Specimen @ 2 ipm)	
1. Tensile Strength at Yield, ppi		159
2. Elongation at Yield, %		15
3. Tensile Strength at Break, ppi		285
4. Elongation at Break, (2.0" G.L.) %		825
(2.5" G.L.) %		660
Tear Strength, lbs.	ASTM D 1004	50
Puncture Resistance, lbs.	FTMS 101 - 2065 ASTM D 4833	96 135
ESCR - Bent Strip, hours	ASTM D 1693 (Cond. B)	2,000+
ESCR - Constant Load, hours	ASTM D 5397 (@ 30% of min. yield stress)	400
<b>Roll Dimensions</b>		
1. Width (feet):		23
2. Length (feet)		500
3. Area (square feet):		11,500
4. Gross weight (pounds, approx.)		3,470

OFFICE OF SPECIAL RECLAMATION

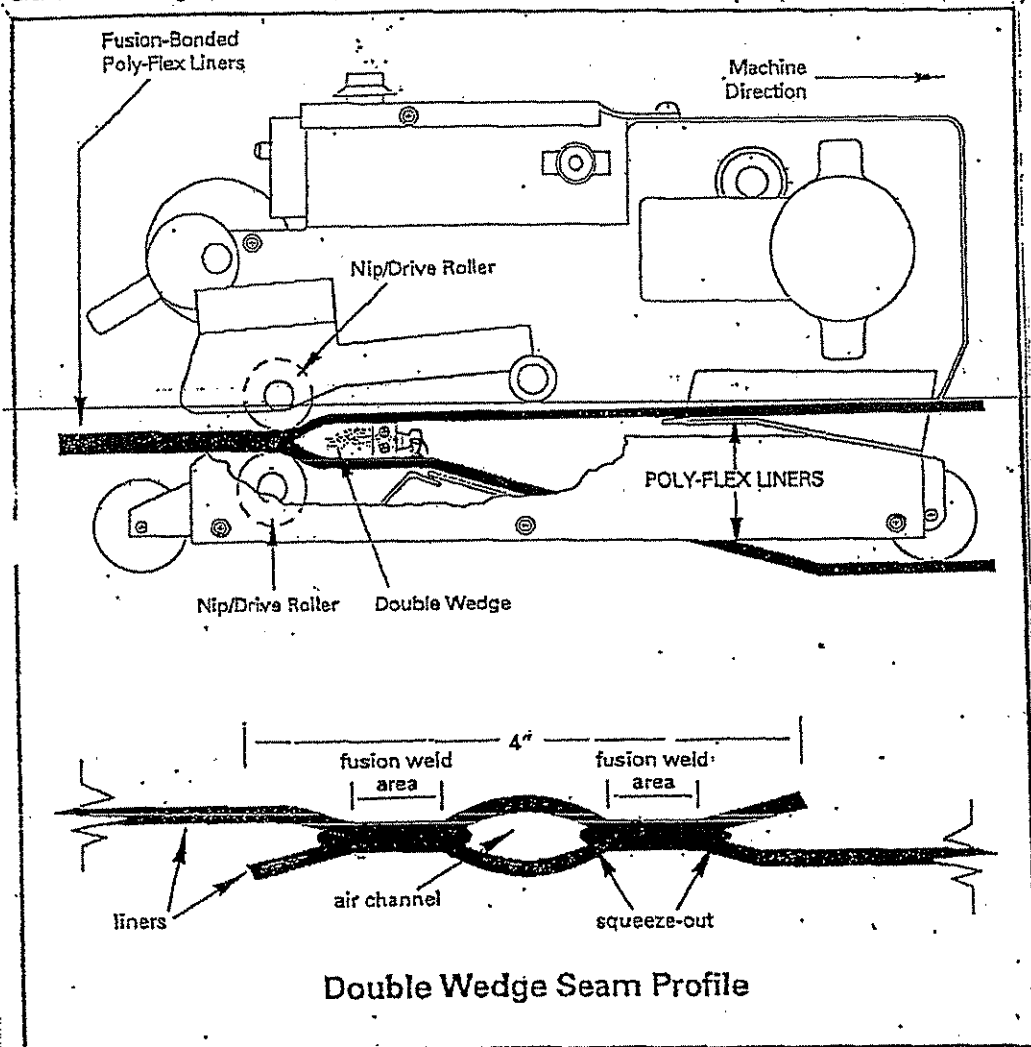
POND LINER DETAIL  
 ATTACHMENT

SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

**PRINCESS SUSAN COAL Co**  
**S-6033-86**

**POLY-FLEX FUSION WELDING SYSTEM**

The Fusion System (below) produces a bonded seam by running a hot metal wedge between the overlapped area of the Poly-Flex liners. As the welding machine advances, these overlapped portions of the liners come together at the tapered end of the wedge, where pressure from two nip/drive rollers causes the heated membranes to bond together. The heat applied to the overlapping surfaces is precisely controllable.



This seaming method is designed to achieve the following:

1. Monitor operating temperatures via digital readout.
2. Form uniform bonds by applying consistent pressure to the seam areas.
3. Reduce surface tension and remove surface contamination without grinding, which improves seam strength.
4. Ensure high reliability, which results in consistent seam integrity.
5. Minimize operator error, as the machine is semi-automatic.

Seaming procedures using Poly-Flex fusion welder:

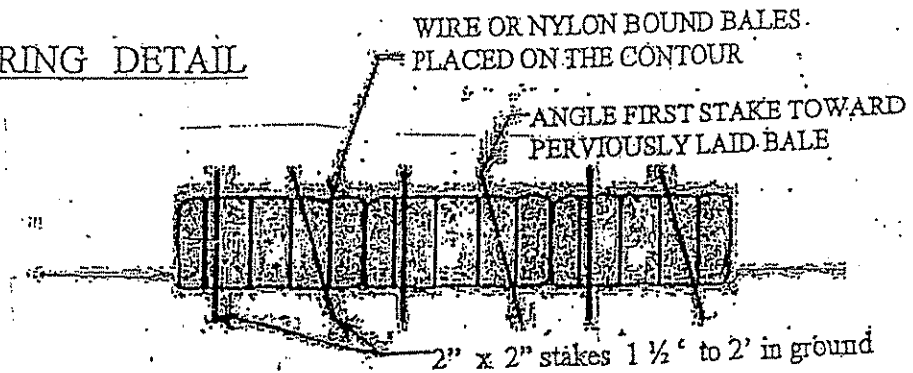
1. Surfaces shall be clean and dry.
2. Test welds shall be performed prior to field seaming each morning and afternoon.
3. The overlap between Poly-Flex liners shall be at minimum 4 inches. The two sheets shall be straightened to keep the seamed edges smooth and wrinkle-free.

<b>OFFICE OF SPECIAL RECLAMATION</b>	
<b>POND LINER FUSION DETAIL ATTACHMENT</b>	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

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

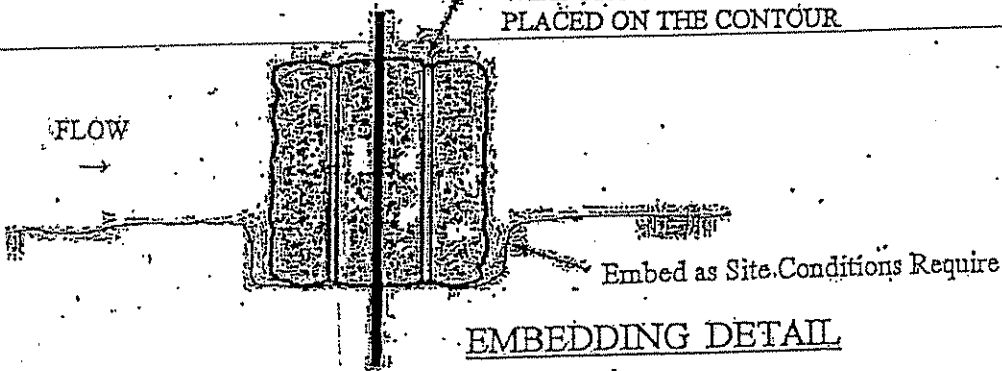
BUYER CB-23	PAGE 077	REQ. OR PO NO DEP. 13010
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

ANCHORING DETAIL

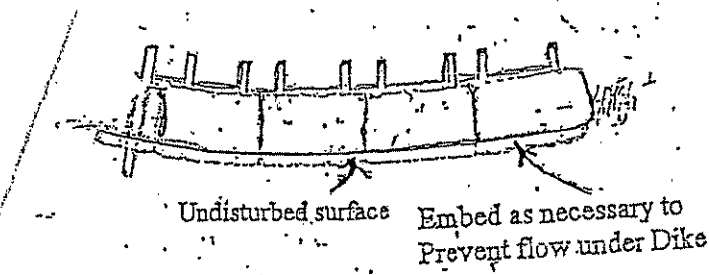


WIRE OR NYLON BOUND BALES  
 PLACED ON THE CONTOUR

FLOW  
→



EMBEDDING DETAIL

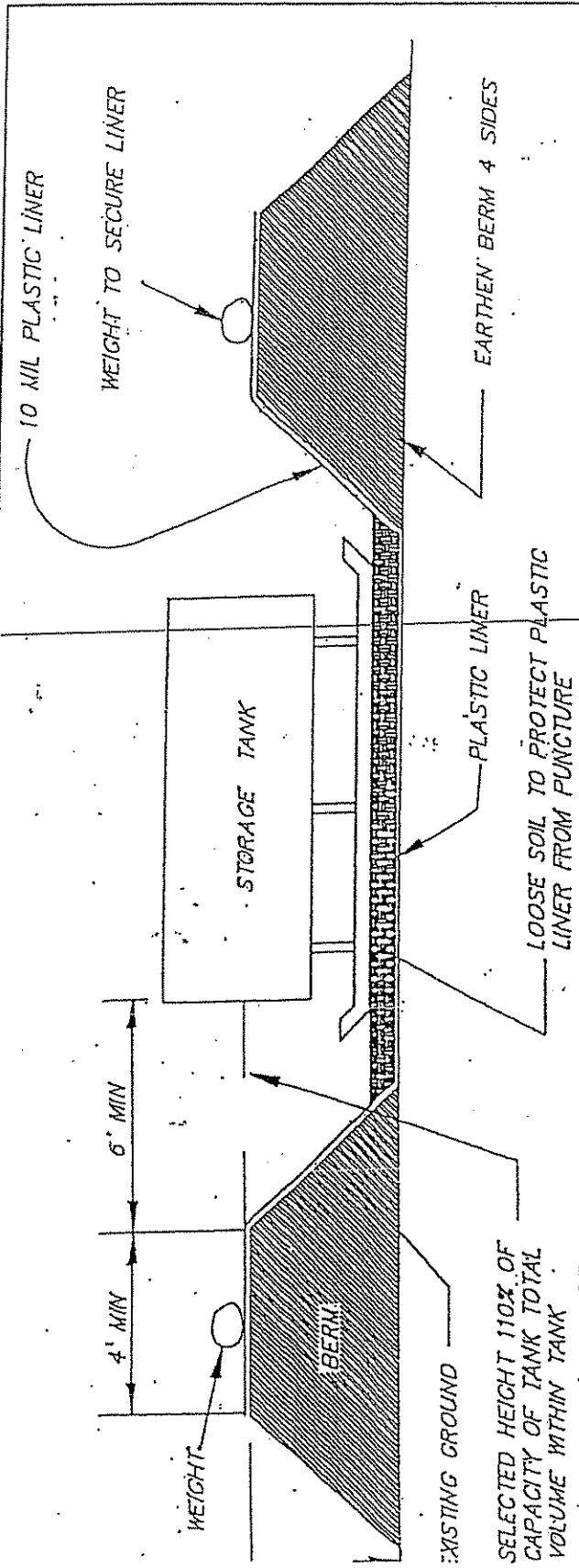


SEDIMENT BARRIER

OFFICE OF SPECIAL RECLAMATION	
<b>HAYBALE DIKE</b>	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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

BUYER CB-23	PAGE 078	REQ. OR PONO DEP. 13010
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



Note: A 2" water removal drain shall be located at the lowest point in the bottom of the containment volume. It shall connect to a normally closed gate-valve outside the dike. The gate valve is manually operated and protected from unauthorized operation. Rainwater contained within this dike shall be examined prior to release to ensure that harmful quantities of fuels and lubricants are not discharged.

Alternate methods of water removal will be considered for approval.

OFFICE OF SPECIAL RECLAMATION	
SPILL CONTAINMENT	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

**BID BOND**

079

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

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

**NOW THEREFORE,**

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

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

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

Principal Corporate Seal

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

By \_\_\_\_\_  
(Must be President or  
Vice President)

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

Surety Corporate Seal

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

\_\_\_\_\_  
Attorney-in-Fact

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



AGENCY (A)
RFQ/RFP# (B)

Bid Bond

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

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

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

NOW THEREFORE.

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

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

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

Principal Corporate Seal

(R)

(U)
Surety Corporate Seal

(Q)
(Name of Principal)
By (S)
(Must be President or Vice President)
(T)
Title
(V)
(Name of Surety)
(W)
Attorney-in-Fact

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

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

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT** 081**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](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_