



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
DEP14147

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/29/2008				

BID OPENING DATE: 07/24/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF WATER 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 VMS, LTD., NOW UNDER REVOKED PERMIT NUMBER(S) S-1045-87. THIS SITE CONSISTS OF APPROXIMATELY 40 ACRES AND IS LOCATED NEAR ARTHURDALE, WV IN MONONGALIA COUNTY. THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION. A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 06/24/2008 @ 2:00 PM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. DIRECTIONS TO PREBID: FROM THE INTERSECTION OF I-68 AND US 119, TRAVEL SOUTH ON US 119 FOR APPROX. 7.6 MILES. TURN EAST (LEFT) ONTO COUNTY ROUTE 119/13 (GLADESVILLE RD). TRAVEL APPROX. 0.8 MILE TO HAULROAD ON THE RIGHT. ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING. EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MONONGALIA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ. 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. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF						

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

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

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PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS						
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,						
A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATIO OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.						
B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, O 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						

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<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING</p>						

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CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: (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. (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. (3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE. REV. 11/96 EXHIBIT 10 DEP14147..... 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.						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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.						
.....SIGNATURE						
.....COMPANY						
.....DATE						
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						

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				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
<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.: DEPL4147</p> <p>BID OPENING DATE: 07/24/2008</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p>						

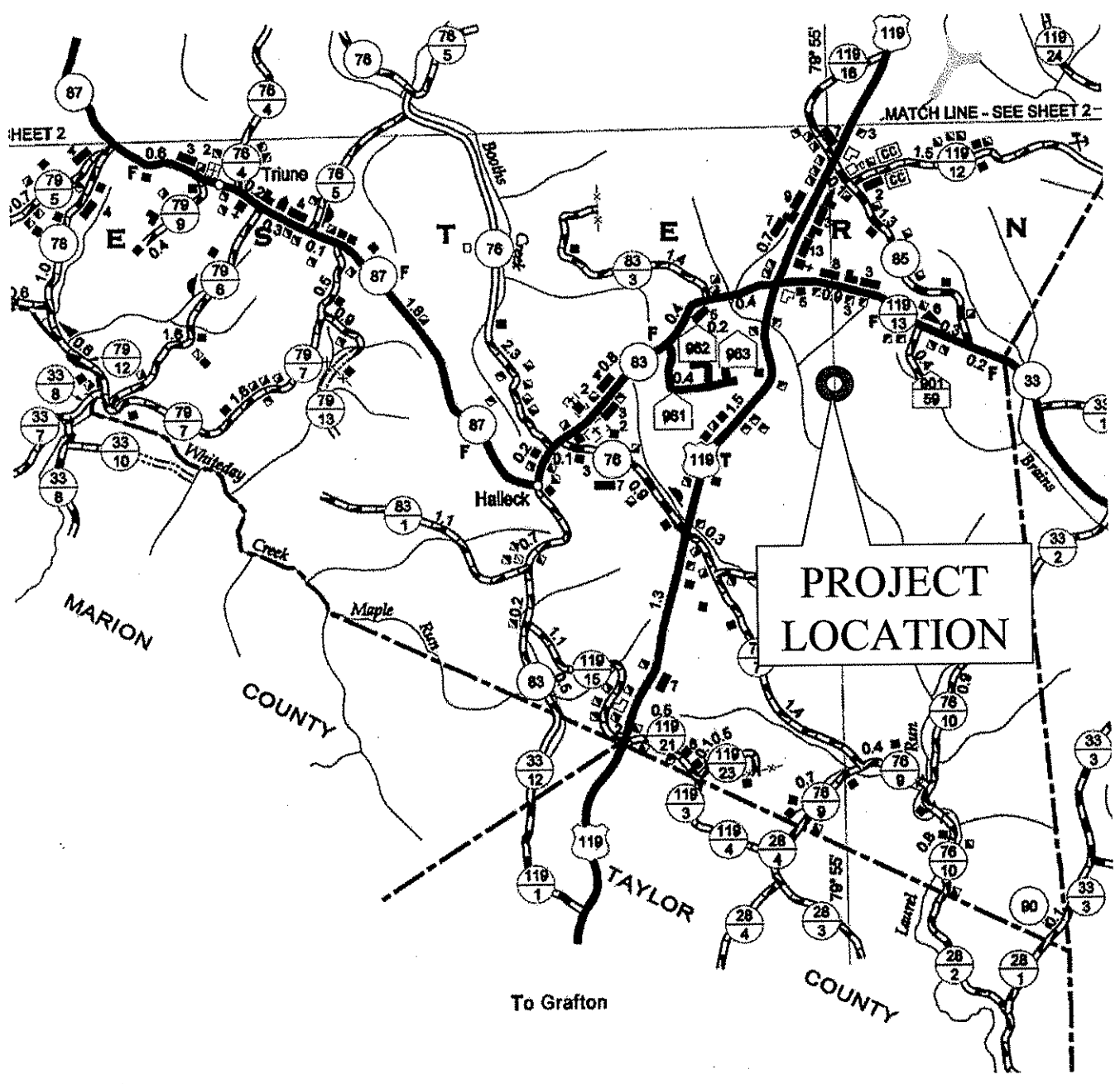
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VMS LIMITED

PERMIT #: S-1045-87



From the intersection of I-68 and US 119 travel south on US 119 for approximately 7.6 miles. Turn east (left) onto County Route 119/13 (Gladesville road). Travel approximately 0.8 mile to haulroad on the right.

BUYER CB-23	PAGE 012	REQ. OR PO NO. DEP 14147
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

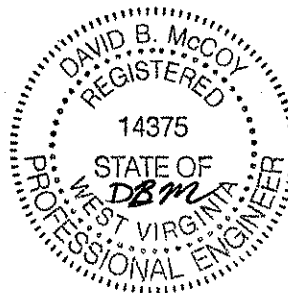
WV-36a STATE OF WEST VIRGINIA
 Rev. 9/13/07 PURCHASING CONTINUATION SHEET
 VENDOR:

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of VMS Limited, Permit S-1045-87, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item #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 is to be obtained and installed.
2. Storm water management in the form as described in bid item #6.0 shall be installed (described locations).
3. Concurrent and continuous reclamation shall begin at Site 1 as shown on the site plan and shall end at Site 3. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Upgrade haulroad.
5. Construct new haulroad.
6. Install culverts.
7. Construct open limestone channels.
8. Clean ponds (3).
9. Reconstruct ponds (3).
10. Construct aerobic wetland (1).
11. Construct manganese removal beds (2).
12. Construct collection drains (3).
13. Install dosing unit and lime silo (1).
14. Vegetative enhancement with seed, lime, fertilizer, and mulch.



I, David B. McCoy, the undersigned, hereby certify¹ 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

DBM
5/7/08

Date: 5-7-08

¹ 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.

BUYER CB-23	PAGE 013	REQ. OR PO NO. DEP 14147
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
 Rev. 9/13/07 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>VMS, LTD</u>				
PERMIT NUMBER(S): <u>S-1045-87</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ _____
3.0	<u>1600 LF</u>	<u>ACCESS ROAD UPGRADE</u>	\$ _____ PER LF	\$ _____
3.1	<u>300 LF</u>	<u>FILTER FABRIC FOR ROAD UPGRADE</u>	\$ _____ PER LF	\$ _____
3.2	<u>90 TON</u>	<u>INCIDENTAL STONE FOR ROAD UPGRADE</u>	\$ _____ PER TON	\$ _____
3.3	<u>5900 LF</u>	<u>CONSTRUCT NEW ACCESS ROAD</u>	\$ _____ PER LF	\$ _____
4.0	<u>220 LF</u>	<u>HDPE CULVERT 15 INCH DIAMETER</u>	\$ _____ PER LF	\$ _____
5.0	<u>180 LF</u>	<u>HDPE CULVERT 24 INCH DIAMETER</u>	\$ _____ PER LF	\$ _____
6.0	<u>800 LF</u>	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ _____ PER LF	\$ _____
7.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ _____
8.0		<u>REVEGETATION</u>		

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21.0	LUMP SUM	<u>SETTLING POND MODIFICATION</u>	LUMP SUM	\$
		<u>SITE 2</u>		
22.0	LUMP SUM	<u>WATER TREATMENT</u>	LUMP SUM	\$
23.0	LUMP SUM	<u>POND CLEANING</u>	LUMP SUM	\$
24.0	LUMP SUM	<u>MANGANESE REMOVAL BED</u>	LUMP SUM	\$
25.0	LUMP SUM	<u>SETTLING POND MODIFICATION</u>	LUMP SUM	\$
26.0	<u>10</u> LF	<u>SEEP CONVEYANCE DRAIN 2</u>	\$	\$
		<u>SITE 3</u>	PER LF	
27.0	LUMP SUM	<u>WATER TREATMENT</u>	LUMP SUM	\$
28.0	LUMP SUM	<u>POND CLEANING</u>	LUMP SUM	\$
29.0	<u>135</u> LF	<u>SEEP CONVEYANCE DRAIN 3</u>	\$	\$
			PER LF	
30.0	LUMP SUM	<u>SETTLING POND MODIFICATION</u>	LUMP SUM	\$
31.0	LUMP SUM	<u>SLUDGE DISPOSAL CELL</u>	LUMP SUM	\$
32.0	LUMP SUM	<u>SLUDGE CELL UNDERDRAIN</u>	LUMP SUM	\$
33.0	<u>10</u> LF (Depth)	<u>SUB-FOUNDATION PREPARATION</u>	\$	\$
			PER LF	
34.0	LUMP SUM	<u>FOUNDATION</u>	LUMP SUM	\$
35.0	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$

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BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION/DEMobilIZATION/PROJECT SIGN **PROJECT SIGN**

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

MOBILIZATION

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

DEMobilIZATION

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

PAYMENT

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

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

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

3.0 ACCESS ROAD UPGRADE

Plan to upgrade the existing access road, approximately 1,600 LF, to the specifications and details as indicated in the Upgrade Access Road drawing. The access road on the reclamation site shall be graded, sloped, and maintained to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Upon completion of all reclamation activities, a final 3 inch layer of 1 ½ crusher run limestone shall be placed on the roadway. Dust-control measures may be necessary if hauling creates airborne material.

3.1 FILTER FABRIC FOR ROAD UPGRADE

Filter Fabric (Tyvar 3401, Mirafi 500X, or equivalent) shall be placed over the completed road foundation (12' width) and covered with a six (6) inch minimum layer of #1 limestone (3½ to 1½ inches) (separate bid item). The fabric shall be paid for by the linear foot of road construction.

3.2 INCIDENTAL STONE FOR ROAD UPGRADE

During culvert installations, roadway ditch improvements, and reshaping of the roadway, areas may need additional base layer stone. After any necessary re-compaction and re-grading work on roadways has been performed by the contractor, a six (6) inch layer of #1 limestone (3 ½ to 1 ½ inch size) shall be placed as needed. This stone shall be graded and tracked in with a dozer or other equipment to achieve a compacted base for the final

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top layer of 1 1/2 inch crusher run limestone (separate bid item).

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

3.3 CONSTRUCT NEW ACCESS ROAD

This required road will be approximately 5,900 LF. Accompanying plans show the details of the construction of the road. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work.

SITE PREPARATION

Any areas with soft unsuitable foundation materials shall be undercut to remove this material. The material removed shall be disposed of within the construction area at a site agreed to between the contractor and the DEP on site representative. Construction stake out shall be completed as necessary to complete that phase of the work being undertaken. Payment for the road construction stakeout is to be included in the road price.

ROAD CONSTRUCTION

Suitable foundation material shall then be placed in compacted layers not to exceed six (6) inches in thickness to obtain the desired grade and alignment. Compaction equipment is to be approved by DEP on site representative. Filter Fabric (Tyvar 3401, Mirafi 500X, or equivalent) shall be placed over the completed foundation and covered with a six (6) inch minimum layer of No. 1 limestone (3 1/2 to 1 1/2 inches). The No. 1 stone shall then be covered with 1 1/2 inch crusher run limestone so that the surface is choked off and a three (3) inch minimum layer remains on top. The completed road shall have a minimum width of twelve (12) feet and the surface shall be crowned and sloped to both sides a minimum of 24 horizontal to 1 vertical. Any fill sections, if used, shall not impound water. The total length of roadside ditch shall be along the entire length of the road. A roadside drainage ditch shall be established along the hillside of the road, and shall be free draining to any culverts crossing under the road. The ditch shall be vegetated and constructed as indicated in the New Access Road drawing.

Payment shall be for completed length of road, and shall include truck turn-around areas (3) paid as length of road. The turn-around area at site 3 shall be approximately twenty four (24) feet wide and ninety (90) feet in length with twelve (12) feet wide turning corners. The turn-around area location shall be designated by the DEP on-site representative.

4.0 HDPE CULVERT 15 INCH DIAMETER

Approximately two-hundred and twenty LF (220 LF) will be required for this job. The culverts shall be HDPE, dual wall smooth interior corrugated twenty (20) foot joint type. The pipe joints shall be silt-tight and the pipe shall meet ASTM D3350 manufacturing standards. The culvert locations shall be determined by the onsite DEP representative.

STANDARD INSTALLATION

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

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

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

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

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culvert installed.

5.0 HDPE CULVERT 24 INCH DIAMETER

Approximately one-hundred and eighty LF (180 LF) will be required for this job. The culverts shall be HDPE, dual wall smooth interior corrugated twenty (20) foot joint type. The pipe joints shall be silt-tight and the pipe shall meet ASTM D3350 manufacturing standards. The culvert locations shall be determined by the onsite DEP representative.

STANDARD INSTALLATION

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

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

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

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

6.0 HAYBALE DIKE

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

1. All bales shall be placed on the contour.
2. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
3. Bales shall be securely anchored in place by stakes or rebars driven through the bales. Rebar to be removed at the direction of DEP. The first stake in each bale shall be driven toward previously laid bale to force the bales together. Construction of sediment control sumps (paid under bid Item 5) may become necessary to supplement the hay bale dikes.

7.0 CLEAR AND GRUB

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

8.0 REVEGETATION

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

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contractor, shall be revegetated by the contractor at no expense to DEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the DEP Specialist. It shall be the vendor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation is established. The acreage quantities in this contract are for bidding purposes only.

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

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

8.1 AGRICULTURAL LIME

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

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

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

Lime shall be applied at 15 ton/acre.

8.2 FERTILIZER

Fertilizer rates given for REVEGETATION are for 1000lbs. 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.

8.3 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

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8.4 VEGETATIVE SPECIES

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

NORTH MIX

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

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

9.0 SIX-FOOT TRAPEZOIDAL DITCH

Provide all materials, excavate and construct six-foot trapezoidal ditches as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Channels shall be free draining upon completion of construction. R-5 limestone riprap shall be used at a thickness of 1 1/2 feet. The top width of the ditch shall be six (6) feet. Length of channel may be adjusted to meet on site conditions.

Payment shall be for the linear feet of ditch installed.

10.0 FOUR-FOOT V-DITCH

Provide all materials, excavate and construct four foot V-Ditches as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Ditches shall be free draining upon completion of construction. R-4 limestone riprap shall be used at a thickness of 1.0 foot. The top width of the ditch shall be four (4) feet. Length of ditch may be adjusted to meet on site conditions.

Payment shall be per linear feet of ditch installed.

11.0 FOUR-FOOT GROUTED V-DITCH

Provide the following materials, excavate and construct the four-foot grouted V-Ditch as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Ditches shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions. R-4 limestone riprap shall be used at a thickness of 1.0 foot. The top width of the ditch shall be four (4) feet.

The grout filler shall be composed of a mixture of one part Type II (sulfate resistant) portland cement and three parts sand, mixed with water to produce a workable consistency. The stone shall be thoroughly wet immediately before grout is applied. As soon as the grout is deposited on the surface, it shall be thoroughly worked into the joints. The stones shall then be brushed, so that their top surfaces are exposed. Grout shall penetrate 100% of the riprap thickness.

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Payment shall be per linear feet of channel installed.

12.0 EXIT SPILLWAY CHANNELS

A final exit spillway channel shall be constructed at locations as indicated on the Pond drawing consisting of a ten (10) foot bottom width riprap channel and 18 feet top width. The riprap shall be R-5 (4"x18") limestone installed at a depth of 1 1/2 foot. The final pond exit channel shall also include a 12" HDPE pipe (separate bid item). The invert of the 12" HDPE pipe shall be installed 1.0 foot lower than the level of water exiting the riprap spillway.

Provide all materials, excavate and construct exit channels from each settling pond as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing.

Exit spillway channels shall have a smooth transition into Four-Foot V-Ditches (separate bid item) to carry water off site. The length of exit spillway channel may be adjusted to meet on site conditions.

Payment shall be per linear feet of exit channel installed.

13.0 12 INCH HDPE PIPE

Approximately 60 LF will be required (not required for the exit spillway channel crossing the earthen dike at Site 3). Pipe shall be 12 inch diameter, SDR 15.5 or 17 HDPE of standard manufacture. Install the pipe in each exit spillway channel as indicated in the specifications and/or as shown on the drawings.

Payment for the actual length of pipe installed.

14.0 BAFFLE CURTAIN

Approximately six-hundred LF (600 LF) will be utilized; two shall be installed at site 1, three at site 2, and three at site 3. The baffle curtain shall be of an ultraviolet (UV) resistant type vinyl coated polyester material with a minimum total weight rating of 17 oz./sq. yd. Styrofoam floats of minimum size 3"x4"x24" shall be hot seam sealed into the top of baffle curtain, and shall be evenly spaced 4 inches apart end to end. A grommet shall be placed between each of the styrofoam floats. A 5/16 inch diameter stainless steel wire cable shall be seamed into the top of the baffle to anchor at the sides of the pond. The cable shall extend 10 feet past the cut length of the baffle curtain on each end. A 1/4 inch (or larger) diameter link chain shall be hot seam sealed into the bottom of the baffle for weight, and to anchor at the sides of the pond. Secure anchor points (pipe, rods, or treated posts) shall be installed at the ponds edge to hold the baffle in place. Anchor points and the baffle location shall be approved by the DEP onsite representative before installation. The wire cable and chain shall be attached in such a way to allow for easy disconnect while sludge is being pumped from the pond. All cable fasteners, eye bolts, and other accessories shall be stainless steel to prevent corrosion, and shall be incidental to this pay item. The baffle curtain opening slots shall be cut into the curtain below the hot seam seal at the top of the baffle, as indicated on the attached drawing. The spacing and the size of the slots shall be determined by the DEP engineer or onsite representative, and shall be installed at the time of installation. Payment shall be per linear feet of baffle curtain specified.

SITE 1

15.0 WATER TREATMENT

The following water quality is representative of existing conditions.

Variable	Average Value
pH (s.u.)	6.6
Iron (mg/l)	1.50
Aluminum (mg/l)	0.35
Manganese (mg/l)	3.8

Maintain a pH between 6 and 9 and utilize drainage control measures for suspended solids. Payment for this item shall be lump sum at completion of work described.

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16.0 POND CLEANING AND MODIFICATION

17.0 POND CLEANING

The existing pond is irregular in shape with overall dimensions of one-hundred feet wide by one-hundred and fifty feet long, ten feet deep with approximately four feet of freeboard (100'X 150'X 10'); comprising of a total holding capacity of approximately 155,000 cubic feet. Once the pond is dewatered, all undesirable material; sludge, mud, and sediment is to be removed. The method of cleaning can be chosen by the contractor as long as acceptable results are obtained. Material removed from the pond will be used as the organic substrate in the construction of the aerobic wetland. Stockpiling of this material may be necessary. In the event that there is an inadequate amount of material to meet the required depth, any material retrieved shall be blended with additional material found on-site. Any excess material shall be disposed of at a site agreed to with the on-site DEP representative. Once dewatered, the disposal site shall be covered with material suitable for vegetative growth. The area shall then be vegetated.

While the pond is dewatered, the riser pipe will be removed and the exit pipe shall be removed and/or plugged in place. Plugging shall be done with cement grout. All piping will be disposed of by the contractor.

The embankment of the pond is over grown, and shall be cleared and grubbed accordingly (separate bid item) to regain access around the pond. A 12' wide bench shall be cut around the pond for future access.

Payment for this bid item shall be made in two 50 percent (50%) amounts. One payment shall be at the completion of removal of the material from the pond. The second payment shall be at the completion of the grading of the disposal area.

18.0 SEEP CONVEYANCE DRAIN 1

Provide all materials and construct seep conveyance drain 1 according to the attached typical plans, cross sections, and specifications, and as discussed at the Pre-Bid Showing. Approximately one-hundred and twenty LF (120') will be required. Final excavation shall be approved by the on-site DEP representative prior to placing rock in the drain.

Seepage in this area appears to be artesian, therefore the bottom of the drain must remain pervious. To retain the water, the outside wall and both end-walls shall be lined with a 40 mil HDPE liner. The remaining surfaces shall then be lined with a Filter Fabric (Tyvar 3401, Mirafi 500X, or equivalent) after which an R-3 (3"X 6") size non-calcareous stone shall be placed in the seep conveyance drain.

The elevation of the discharge pipe is critical as all other elevations for the passive treatment system will be set from this point to ensure positive flow. The discharge pipe shall have an animal guard, and shall be incidental this bid item. Payment for the seep conveyance drain is by the linear foot installed.

19.0 AEROBIC WETLAND

Provide all materials to construct the aerobic wetland according to the attached typical plans, cross sections, and specifications, and as discussed at the Pre-Bid Showing. The wetland shall have a top width of one-hundred feet (100'), a top length of two-hundred feet (200'), one foot of organic material (~17,091 ft³), and one-half foot of standing water. Prior to placement of any pond cleaning material a four to six inch layer of hay or straw shall be placed over the entire wetland area. After placement of the organic substrate a 10-20-20 fertilizer mix shall be broadcast across the entire wetland surface area. The amount of fertilizer used will be left to the discretion of the DEP on-site representative.

The two water dispersion troughs, located at both ends of the treatment system, will require synthetic liners of 40 mil HDPE or equivalent, and covered with a 3 inch layer of limestone. The five skimmer boards installed at the inlet and outlet of the aerobic wetland shall be constructed from treated lumber according to the attached plans and specifications. All fasteners, bolts, nuts, and washers for the skimmer boards shall be stainless steel. Slots shall be provided in each skimmer board for future adjustments (see attached drawing).

The elevations and the levelness of the skimmer boards are critical to the functionality of the treatment system; all precautions shall be made to ensure that these requirements are met. The contractor shall be required to adjust skimmer boards after the treatment system has been filled with water. Payment for this bid item shall be lump sum.

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20.0 MANGANESE REMOVAL BED

Provide all materials to construct the manganese removal bed (MRB) according to the attached typical plans, cross sections, and specifications, and as discussed at the Pre-Bid Showing. The MRB shall have a top width of sixty-four feet (64'), a top length of one-hundred and twenty-six feet (126') and a limestone depth of 2 feet. Limestone shall be clean, high quality, meeting 85% purity (CaCO₃ eq.) or higher. Approximately 650 ton of AASHTO #57 limestone (1" to 1 1/2") will be required. Test results will be required from the quarry lab to certify the limestone purity, prior to placement of limestone. See the attached drawing for further details.

Prior to placement of limestone, the bottom surface material shall be compacted to prevent the stone from settling into unconsolidated material. If necessary, compaction equipment (vibratory roller, sheep's foot roller, etc.) may be used to help secure a solid foundation. The method of compaction is left to the discretion of the contractor as long as acceptable results are obtained.

The two water dispersion troughs, located at both ends of the treatment system, will require synthetic liners of 40 mil HDPE or equivalent, and covered with a 3 inch layer of limestone. The three over/under flow baffles shall be constructed from treated lumber according to plans and specifications provided. The four skimmer boards installed on the pond outlet shall also be constructed from treated lumber according to the attached plans and specifications. Slots shall be provided in each skimmer board for future adjustments (see attached drawing).

The over/under baffles shall be lined with a 40 mil HDPE synthetic liner material. All fasteners, bolts, nuts, and washers for the baffle boards and HDPE liner shall be stainless steel. Screws with flat washers shall be used to attach the liner material to the baffle support boards.

Elevations and levelness of constructed components, baffle boards and skimmer boards, is critical to the functionality of the treatment system, all precautions shall be made to ensure that these requirements are met. Each component shall be leveled by the contractor and verified by the on-site DEP representative.

Provide all necessary materials to complete this bid item. Payment shall be made lump sum upon completion and inspection by the on-site DEP representative.

21.0 SETTLING POND MODIFICATION

One settling pond shall be constructed. The pond shall have a top width of approximately fifty-four feet (54'), a top length of one hundred feet (100'), and a water depth of approximately 8 ft. with 2 ft. of freeboard. Total pond volume will be approximately 19,224 cubic feet. The pond side slopes shall be one horizontal to one vertical (1h:1v). The embankments around the pond shall have a twelve foot (12') wide top for future access.

The settling pond is a lump sum bid item. Inlet and outlet channels are separate bid items. The existing embankments are overgrown. Payment for clearing & grubbing of this site shall be covered under the appropriate bid item.

EMBANKMENT CONSTRUCTION

Embankments shall be constructed in compacted lifts with no lift exceeding six (6) inches. The entire width of each 6" lift shall be compacted with an overlapping pattern. If necessary, compaction equipment (vibratory roller, sheep's foot roller, etc.) may be used to help secure a solid embankment, which will not slip or allow seepage of the ponded water. The base of any fill areas shall be undercut to solid material, and benched or keyed into the existing bank. All stones exceeding 6 inches shall be removed from the embankment material prior to being placed. Also, any organic material (tree limbs, roots, top soil, etc.) shall be removed from embankment material prior to compaction. Weak or compressible areas, which cannot be satisfactorily compacted, shall be removed and replaced with properly compacted fill material. During dry conditions, water may need to be added to the fill material during the placement process to achieve optimum compaction. If the fill material is over saturated with water, the material may need to be spread and aerated prior to placement at the fill site for compaction. The top pond berm width shall be a minimum of 12.0 feet. During construction if the above mentioned compaction equipment is not utilized, the top berm may need to be wider than 12.0 feet (20 feet wide) to accommodate multiple dozer passes and overlapping tracking to obtain compaction across the entire top width of pond berm. After appropriate compaction of material is achieved, the embankment slopes may be cut back to a 12.0 feet top width.

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SITE 2

22.0 WATER TREATMENT

The following water quality is representative of existing conditions.

Variable	Average Value
pH (s.u.)	5.18
Iron (mg/l)	5
Aluminum (mg/l)	1
Manganese (mg/l)	9

Treat to a pH between 6 and 9 and utilize drainage control measures for suspended solids. Payment for this item shall be lump sum at completion of work described.

23.0 POND CLEANING

Permit files indicate the existing pond is one-hundred and five feet wide by one-hundred and twenty-five feet in length, ten feet deep with approximately four feet of freeboard (105'W X 125'L X 10'D); comprising of a total holding capacity of 130,000 cubic feet. Once the pond is dewatered, all undesirable material; sludge, mud, and sediment is to be removed. The method of cleaning can be chosen by the contractor as long as acceptable results are obtained. Material removed from the pond shall be disposed of at a site agreed to with the on-site DEP representative. Once dewatered, the disposal site shall be covered with material suitable for vegetative growth. The area shall then be vegetated (separate bid item).

While the pond is dewatered, the riser pipe will be removed and the exit pipe shall be removed and/or plugged in place. Plugging shall be done with cement grout. All piping will be disposed of by the contractor.

The embankment of the pond is over grown, and shall be cleared and grubbed accordingly (separate bid item) to regain access around the pond. A 12' wide bench shall be cut around the pond for future access.

Payment shall be made in two 50 percent (50%) amounts. One payment shall be at the completion of removal of the material from the pond, clearing of brush and removal of piping. The second payment shall be at the completion of the grading of the disposal area.

24.0 MANGANESE REMOVAL BED

Provide all materials to construct the manganese removal bed (MRB) according to the attached typical plans, cross sections, and specifications, and as discussed at the Pre-Bid Showing. The MRB shall have a top width of eighty-five feet (85'), a top length of one-hundred and sixty-four feet (164') and a limestone depth of 2 feet. Limestone shall be clean, high quality, meeting 85% purity (CaCO₃ eq.) or higher. Approximately 1,060 ton of AASHTO #57 limestone (1" to 1 1/2") will be required. Test results will be required from the quarry lab to certify the limestone purity, prior to placement of limestone. See the attached drawing for further details.

Prior to placement of limestone, the bottom surface material shall be compacted to prevent the stone from settling into unconsolidated material. If necessary, compaction equipment (vibratory roller, sheep's foot roller, etc.) may be used to help secure a solid foundation. The method of compaction is left to the discretion of the contractor as long as acceptable results are obtained.

The two water dispersion troughs, located at both ends of the treatment system, will require synthetic liners of 40 mil HDPE or equivalent, and covered with a 3 inch layer of limestone. The three over/under flow baffles shall be constructed from treated lumber according to plans and specifications provided. The four skimmer boards installed on the pond outlet shall also be constructed from treated lumber according to the attached plans and specifications. Slots shall be provided in each skimmer board for future adjustments (see attached drawing).

The over/under baffles shall be lined with a 40 mil HDPE synthetic liner material. All fasteners, bolts, nuts, and washers for the baffle boards and HDPE liner shall be stainless steel. Screws with flat washers shall be used to attach the liner material to the baffle support boards.

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Elevations and levelness of constructed components, baffle boards and skimmer boards, is critical to the functionality of the treatment system, all precautions shall be made to ensure that these requirements are met. Each component shall be leveled by the contractor and verified by the on-site DEP representative.

Provide all necessary materials to complete this bid item. Payment shall be made lump sum upon completion and inspection by the on-site DEP representative.

25.0 SETTLING POND MODIFICATION

One settling pond shall be constructed. The pond shall have a top width of approximately seventy-six feet (76'), a top length of one-hundred and forty-five feet (145') and a total water volume of approximately 51,732 cubic feet. The pond shall have a water depth of approximately 8 feet, with 2 feet of freeboard. Side slopes shall be one horizontal to one vertical (1h:1v). The embankments around the pond shall have a twelve foot (12') wide top for future access. The settling pond is a lump sum bid item.

EMBANKMENT CONSTRUCTION

Embankments shall be constructed in compacted lifts with no lift exceeding six (6) inches. The entire width of each 6" lift shall be compacted with an overlapping pattern. If necessary, compaction equipment (vibratory roller, sheep's foot roller, etc.) may be used to help secure a solid embankment, which will not slip or allow seepage of the ponded water. The base of any fill areas shall be undercut to solid material, and benched or keyed into the existing bank. All stones exceeding 6 inches shall be removed from the embankment material prior to being placed. Also, any organic material (tree limbs, roots, top soil, etc.) shall be removed from embankment material prior to compaction. Weak or compressible areas, which cannot be satisfactorily compacted, shall be removed and replaced with properly compacted fill material. During dry conditions, water may need to be added to the fill material during the placement process to achieve optimum compaction. If the fill material is over saturated with water, the material may need to be spread and aerated prior to placement at the fill site for compaction. The top pond berm width shall be a minimum of 12.0 feet. During construction if the above mentioned compaction equipment is not utilized, the top berm may need to be wider than 12.0 feet (20 feet wide) to accommodate multiple dozer passes and overlapping tracking to obtain compaction across the entire top width of pond berm. After appropriate compaction of material is achieved, the embankment slopes may be cut back to a 12.0 feet top width.

26.0 SEEP CONVEYANCE DRAIN 2

Provide all materials and construct seep conveyance drain 2 according to the attached drawings and specifications. Approximately ten feet (10") shall be required. An R-3 (3"X 6") size non-calcareous stone shall be used. Six-inch SDR-35 PVC pipe shall be used. Pipe within the drain shall be perforated. Upon exiting the drain the solid pipe, approximately forty (40') LF, shall be buried a minimum depth of 2 feet to prevent freezing. An animal guard shall be placed on the end of the 6 inch pipe, and shall be incidental to this bid item. Payment for the seep conveyance drain is for length installed.

SITE 3

27.0 WATER TREATMENT

The following water quality is representative of existing conditions.

Variable	Average Value
pH (s.u.)	6.19
Iron (mg/l)	6
Aluminum (mg/l)	0.8
Manganese (mg/l)	8

Maintain a pH between 6 and 9 and utilize drainage control measures for suspended solids. Payment for this

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item shall be lump sum at completion of work described.

28.0 POND CLEANING

The existing pond has an irregular shape that is approximately one-hundred and eighty feet wide by three-hundred feet in length, ten feet deep with approximately four feet of freeboard (180'W X 300'L X 10'D); comprising of a total holding capacity of 167,000 cubic feet. Once the pond is dewatered, all undesirable material; sludge, mud, and sediment is to be removed. Permit files indicate the pond had an original depth of ten feet (10'). Pond cleaning activities shall ensure the pond is restored to its original depth, providing eight feet of water and two feet of freeboard. An eighteen inch diameter pipe is discharging water from the south side of the pond; this pipe shall be removed or plugged in place. Plugging shall be accomplished with cement grout. Side slopes shall be two horizontal to one vertical (2h:1v). The embankments around the pond shall have a twelve foot (12') wide top for future access.

The method of cleaning can be chosen by the contractor as long as acceptable results are obtained. Material removed from the pond shall be disposed of in the area immediately south of the pond. In the event that adequate space is not available in this area, any additional material will be disposed of in the area directly above the proposed sludge cell (see Site #3 layout), which will require trucking of the sludge material. Once dewatered, the disposal site(s) shall be covered with material suitable for vegetative growth. The area(s) shall then be revegetated according to the Revegetation bid items.

While the pond is dewatered, the exit channel shall be removed and replaced according to the exit spillway channel bid item.

Payment for pond cleaning shall be made in two 50 percent (50%) amounts. One payment shall be at the completion of removal of the material from the pond and benching. The second payment shall be at the completion of the grading of the disposal area.

29.0 SEEP CONVEYANCE DRAIN 3

Provide all materials and construct seep conveyance drain 3 according to the attached drawings and specifications. Approximately one-hundred and thirty-five feet (135') will be required. An R-3 (3"X 6") size non-calcareous stone shall be used. The six-inch SDR-35 PVC shall daylight directly into the 4-foot V-ditch along the road. The four-inch HDPE driveline shall be perforated within the seep conveyance drain. The solid pipe shall have an animal guard. All pipe within the seep conveyance drain is incidental to this bid item. The solid four-inch HDPE driveline leading to the treatment building is a separate bid item. Payment for the seep conveyance drain is for length installed.

30.0 SETTLING POND MODIFICATION

After the required pond volume has been achieved, an earthen dike shall be constructed from excavated material obtained during the construction of the sludge disposal cell. Provide all materials and construct the earthen dike according to attached drawings and specifications and/or discussions at the pre-bid showing. The dike shall be constructed in compacted lifts with no lift exceeding six (6) inches. The entire width of each 6 inch lift shall be compacted with an overlapping pattern. If necessary, compaction equipment (vibratory roller, sheep's foot roller, etc.) may be used to help secure a solid embankment, which will not slip or allow seepage of the ponded water. The base of any fill areas shall be undercut to solid material, and benched or keyed into the existing bank and pond bottom. All stones exceeding 6 inches shall be removed from the embankment material prior to being placed. Also, any organic material (tree limbs, roots, top soil, etc.) shall be removed from the construction material prior to compaction. Weak or compressible areas, which cannot be satisfactorily compacted, shall be removed and replaced with properly compacted fill material. During dry conditions, water may need to be added to the fill material during the placement process to achieve optimum compaction. If the fill material is over saturated with water, the material may need to be spread and aerated prior to placement at the fill site for compaction. The top of the pond barrier shall have a minimum of 12.0 feet. During construction if the above mentioned compaction equipment is not utilized, the top of the pond barrier may need to be wider than 12.0 feet (20 feet wide) to accommodate multiple dozer passes and overlapping tracking to obtain compaction across the entire top width of pond berm. After appropriate compaction of

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material is achieved, the pond barrier slopes may be cut back to a 12.0 feet top width.

An exit spillway channel shall be constructed at the location indicated on the Pond drawing consisting of a ten (10) foot bottom width riprap channel and 18 feet top width. The exit spillway design shall be used on the earthen dike to transfer water across the top. A treated wooden skimmer board shall be installed in the spillway channel to transfer water from the pond segment across the new earthen dike. The skimmer board shall be a 2"x12" x16' treated board and two 4"x4"x4' treated stakes. The skimmer board shall be attached to the stakes with stainless bolts, nuts, and washers. The skimmer board shall be slotted (3 inch vertical slot) to allow for adjustment and leveling. The skimmer board shall be set 4 inches above grade and a 3 inch layer of #4 limestone shall be placed on top of any exposed earth material or to choke in the R-5 size riprap. See the attached Spillway with Skimmer drawing for more detail. The skimmer board shall be incidental to this bid item. Refer to the attached drawings for additional details.

The riprap shall be R-5 limestone installed at a depth of 18 inches. The riprap shall extend down both side slopes a minimum of two feet below the water line of the pond.

The resulting sections of the pond shall then be divided by the use of baffle curtains. The baffle curtains shall be orientated according to the drawings and specifications within this bid item. Baffle curtains shall be paid under a separate bid item. The settling pond modification is a lump sum bid item.

31.0 SLUDGE DISPOSAL CELL

A sludge disposal cell shall be constructed to receive sludge pumped from the settling pond in the area shown in the attached drawings and specifications. The disposal cell shall have a top width of fifty feet (50') and a top length of one-hundred feet (100'). The sludge disposal cell shall have side slopes not exceeding one horizontal to one vertical (1h:1v). Excavated material will be used for the construction of the pond barrier to divide the existing pond. Any excess material shall be utilized on-site and addressed according to the Revegetation bid item.

The bottom of the sludge disposal cell shall be excavated at a one-percent (1%) grade toward the sludge cell underdrain. The overflow channel shall consist of a V- ditch (separate bid item). Lump sum payment shall be for the completed excavation, and upon approval of the DEP on site representative.

32.0 SLUDGE CELL UNDERDRAIN

An underdrain shall be excavated and installed according to the attached drawings and specifications. This component of the sludge cell shall consist of a three feet deep by four feet wide trough lined with filter fabric (3'd X 4'w). The trough shall be excavated down the side opposite the riprap channel and along the entire bottom of the far wall, opposite the sludge line. Starting at ground level, the four-inch SCH-35 PVC perforated pipe shall run the entire length of the trough. A SCH-35 PVC cap shall be placed on the high end of the pipe to allow for future maintenance. The four-inch pipe shall be surrounded by 1/4" to 3/8" pea gravel which will then have a twelve-inch layer of sand placed on top. The sand layer shall be clean and graded filter media with an effective size of 0.6 mm to 0.8 mm and a uniformity coefficient of less than 2.0. Two types of pre-approved filter sand media are as follows: #3 Q-Rock, U.S. Silica Company, Berkeley Springs, WV ph:800-243-7500; Black Beauty product #1240, Reed Minerals, Moundsville, WV ph:304-845-0211. Other filter media such as Ohio Valley River sand must be certified by quarry or lab to meet the listed specifications prior to placement. A layer of filter fabric (non-woven) shall separate the pea-gravel and the sand. The section of pipe extending through the embankment shall be solid.

A 4-inch diameter mechanical joint (MJ) gate valve shall be placed on the SDR-35 pipe. The valve will be operated with a 2-inch valve key, so a solid piece of pipe shall be used to extend to the ground surface with a cap. The purchase of an appropriate length valve key shall be included with this bid item. The pipe shall be buried with a minimum of two and one-half (2.5') feet of cover to avoid freezing. Any fittings, molded elbows, caps, coupler fittings, and valve shall be incidental to this lump sum bid item.

33.0 SUB-FOUNDATION PREPARATION

The sub-foundation shall be undercut to remove all fill (unconsolidated material) down to a competent foundation as determined by the DEP on site representative. The sub-foundation shall be constructed in substantial

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conformity to the plans and/or specifications. The DEP on site representative shall be present during this work.

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

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

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

34.0 FOUNDATION

The foundation shall be Type II (Sulfate Resistant) Concrete and shall conform to the dimensions and shape shown in the detail drawings and specifications. Include all reinforcing bars with supports and anchor bolts as necessary. Provide all forms, personnel and equipment required for the placement, finishing, and curing of the concrete. The concrete shall be consolidated with use of an internal spud vibrator to liquefy the concrete so that entrapped air and water can come to the surface. Also, supplement the mechanical vibrator by hand-spading, rodding, or tamping. Adverse weather conditions shall be avoided during completion of this item. WVDOH specifications (Section 601-Construction Manual) for concrete shall apply to this item. Concrete shall cure for a minimum of 5 to 7 days before the silo may be erected in place. Excavation for the foundation is incidental to this item with no separate payment being made. Concrete shall meet a minimum 28-day compressive test strength of 4000 psi, and the slump shall be between 2 and 3 inches during placement of concrete.

The channel in the foundation is to receive water from a four-foot V-ditch. After treatment with the reagent, the water will exit the foundation into a four-foot grouted V-ditch. Ditches are covered under bid items #10 and #11.

This item shall be paid for as a lump sum item after completion of the foundation and acceptance by the DEP.

35.0 CRANE

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

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

36.0 DOSING UNIT AND SILO

This item includes all work necessary to purchase, install and initiate operation of an Aquafix water powered dosing unit (Unit type MSS-SM-OA-30). This item shall be subcontracted to:

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

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

A 30 ton steel silo to store the reagent is required. The silo shall be equipped with an interior ladder, an exterior ladder with a protective cage and a lockable steel safety door, a steel safety fence around the top of the silo, and a filler pipe to extend to the unloading port. A steel cone shall be placed at the base of the silo to direct the discharge of the reagent through a steel flange, which is sized and located to accommodate the reagent dispensing unit. Silo shall include a vent pipe to prevent pressure buildup during filling. An emergency pop off valve shall be included in case the vent pipe malfunctions. Pneumatic filling of the silo is to be utilized.

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

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

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

The Calcium Oxide shall be 30 tons in amount and delivered as scheduled by the on site DEP representative. Payment for all of the work specified above shall be made based on the lump sum contract price.

37.0 4-INCH HDPE DRIVELINE

This pipe will lead from seep conveyance drain 3 to the treatment building. Approximately 100 LF will be required. Pipe shall be 4-inch diameter, SDR-15.5 or 17 HDPE of standard manufacture. Install to manufacturers recommendations. Install the pipe as indicated in the specifications and/or as shown on the drawings.

Payment for the actual length of pipe installed. This 4-inch HDPE pipe shall be used for drive line to power the dispensing unit. Provide all materials, equipment and personnel necessary for installation. Pipe shall be buried at least 2.5 feet deep. Use butt weld fusion process to join pipes. A qualified fusion technician shall supervise the fusion of all joints. See site plan for location.

38.0 WATER CONNECTION AT DISPENSING UNIT

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

39.0 6-INCH HDPE SLUDGE PIPE

Approximately 450 LF will be required. Pipe shall be 6-inch diameter, SDR-15.5 or 17 HDPE of standard manufacture. Install to manufacturers recommendations. Install the pipe as indicated in the specifications and/or as shown on the drawings.

Payment for the actual length of pipe installed. This 6-inch HDPE pipe shall be used for sludge line. Provide all materials, equipment and personnel necessary for installation. Pipe shall be buried at least 2.5 feet deep. Use butt weld fusion process to join pipes. A qualified fusion technician shall supervise the fusion of all joints. See site plan for location.

40.0 PUMP ADAPTOR CONNECTION

The pond ends of the HDPE 6 inch diameter pipe shall be fitted with a threaded stainless steel adaptor to receive a 6-inch cam-lock adaptor. Install posts or pipes to protect outlet from damage. Use riprap around pipe as necessary. Include a cam-lock cap for sealing each adaptor. The cap shall withstand pressures developed during pumping at other pumping points. The sludge disposal pond end will free drain into the sludge pond. Payment shall be for each location installed.

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BID PREPARATION INFORMATION

HISTORICAL INFORMATION

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

EXAMINATION OF BID PACKAGE AND SITE OF WORK

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

PREBID CONFERENCE

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

VIDEO

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

INTENT OF CONTRACT

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

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

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GENERAL PERFORMANCE STANDARDS

INTRODUCTION

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

BACKFILLING

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

BLASTING

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

LIFE OF CONTRACT

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

WORK PERFORMANCE PERIOD

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

NOTICE TO PROCEED

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

PRE-CONSTRUCTION CONFERENCE

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

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GENERAL SUPERVISION

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

CONTRACTOR RESPONSIBILITY

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

LAWS TO BE OBSERVED

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

PERMITS, LICENSES AND TAXES

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

CONCURRENT RECLAMATION

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

WATER QUALITY CONTROL

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

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

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 Rev. 9/13/07 PURCHASING CONTINUATION SHEET
 VENDOR:

the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

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

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

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

HANDLING AND STORAGE OF MATERIALS

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

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

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

MAINTENANCE DURING CONSTRUCTION

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

FINAL INSPECTION

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

ACREAGE QUANTITIES

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

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

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acceptance by the Department of Environmental Protection.

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

ROAD ABANDONMENT shall be included in the final construction invoice.

FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

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

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

REVEGETATION AND WARRANTY

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

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

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

CONTRACT NON-COMPLIANCE

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

CONTRACT DELETIONS

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

CANCELLATION

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

When contracts, or any portion thereof, are terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed and accepted at the contract unit price. No claim for loss of anticipated profits will be considered. Reimbursement for organization of

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the work, when not otherwise included in the Contract, and moving equipment to and from the job will be considered where the volume of work completed and accepted is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

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

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

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WV-36a STATE OF WEST VIRGINIA
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VENDOR:

S

Attn:

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

Dear :

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

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

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

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

L
Sincerely,

E

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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 drawings. One (1) sign is required and is to be located at the direction of WVDEP.

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

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



Joe Manchin, III
Governor



Randy C. Huffman,
Cabinet Secretary



Ken Ellison,
Director

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

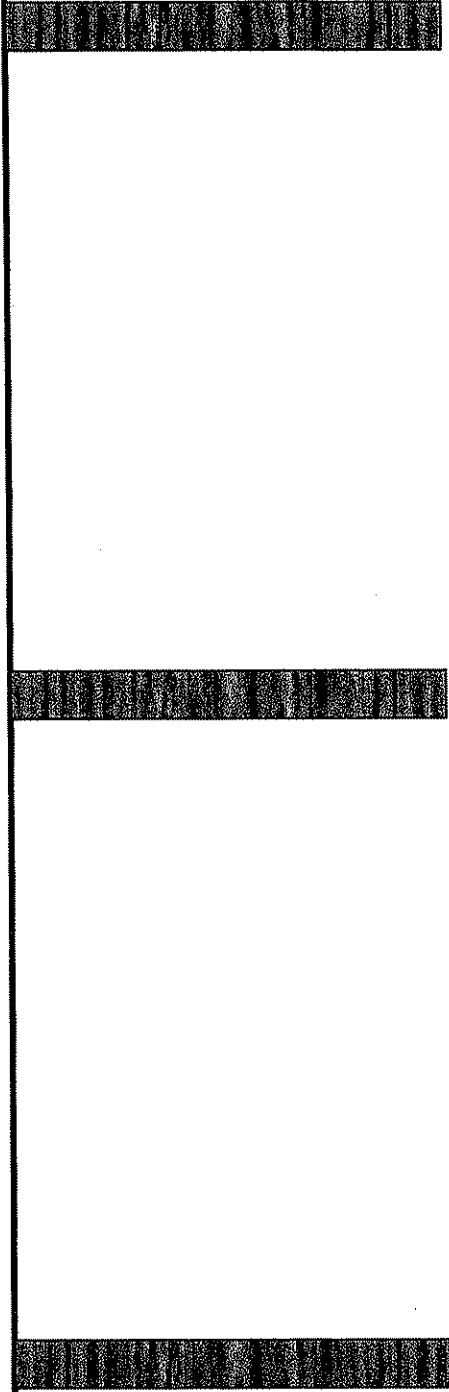
Division of Land Restoration
Office of Special Reclamation

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

Permit Name
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01



77 1/4"

17 1/4"

1 1/2"

1 1/8"

15 3/4"

27 3/4"



STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation

Joe Manchin, III
Governor

7 7/8"



Project Cost: \$XXX,XXX.00

Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

3 3/4"

Randy C. Huffman,
Cabinet Secretary

7 7/8"



3"

Ken Ellison,
Director

8 5/8"

Permit Name
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

2 1/4"

18"

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73 7/8"

36"

36"

48"

6"

6"

96"



STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation

Joe Manchin, III
Governor

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



Randy C. Huffman,
Cabinet Secretary



Ken Ellison,
Director

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

5 1/4"

7 7/8"

9 3/8"

81 3/8"

48"



STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Joe Manchin, III
Governor



Randy C. Huffman,
Cabinet Secretary



Ken Ellison,
Director

Division of Land Restoration
Office of Special Reclamation

Project Cost: \$XXX,XXX.00

Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

Permit Name

Permit Number

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

6"

17 1/2"

1 1/2"

3/4"

1 1/2"

9 1/2"

1"

3/4"

1"

8"

1"

3/4"

1"

3 3/4"

2 1/4"

1 1/2"

2 1/4"

3 3/4"

2 1/4"

1 1/2"

2 1/4"

3 3/4"

1 1/2"

4 7/8"

2 1/4"

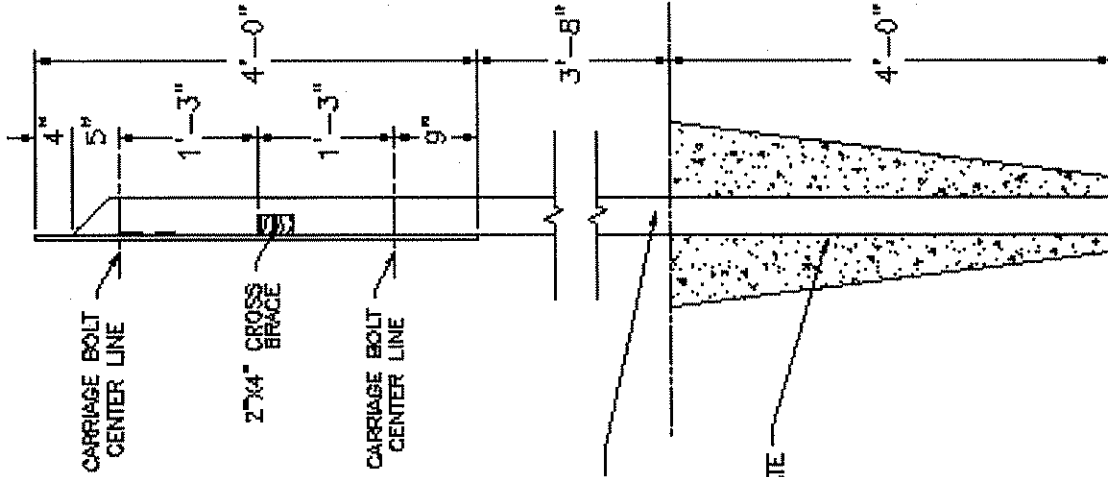
1 1/2"

2 1/4"

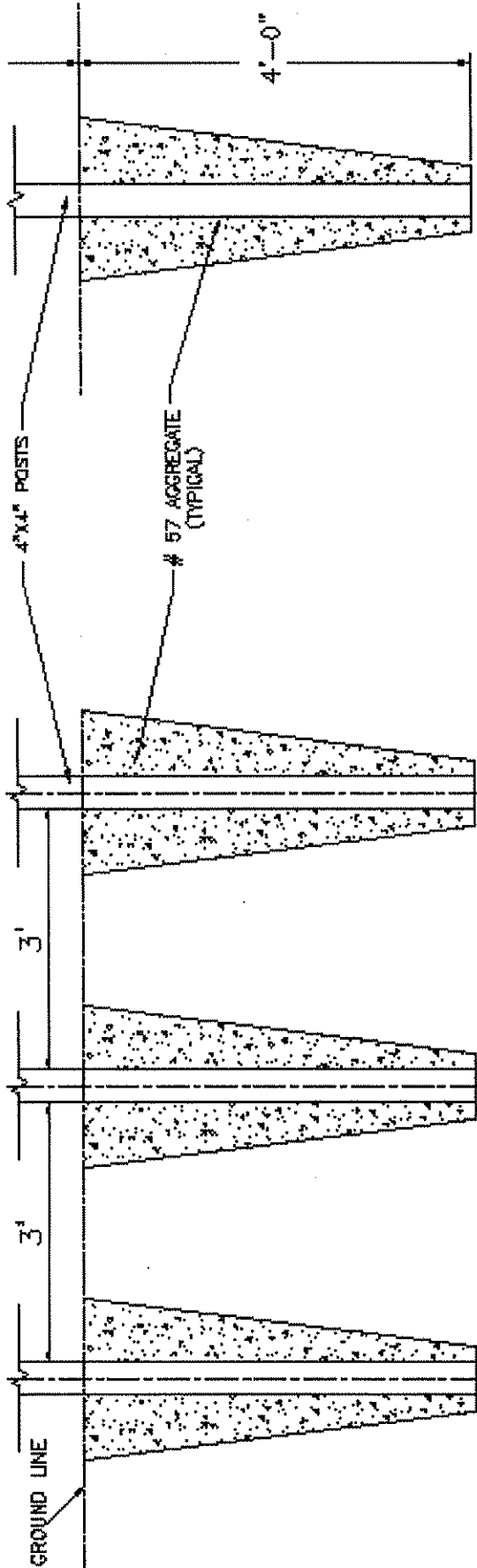
4 7/8"

1 1/2"

3 3/4"



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



PROJECT SIGN
NOT TO SCALE



BUYER	PAGE	REQ. or P.O. No.
CB-23	045	DEP 14147
VMS, LTD - SITE MAP		

TO US 119

ACCESS GATE

ACCESS ROAD

GLADESVILLE ROAD
119/13

UNNAMED
TRIBUTARY OF
BRAINS CREEK

SITE #3
(POND)

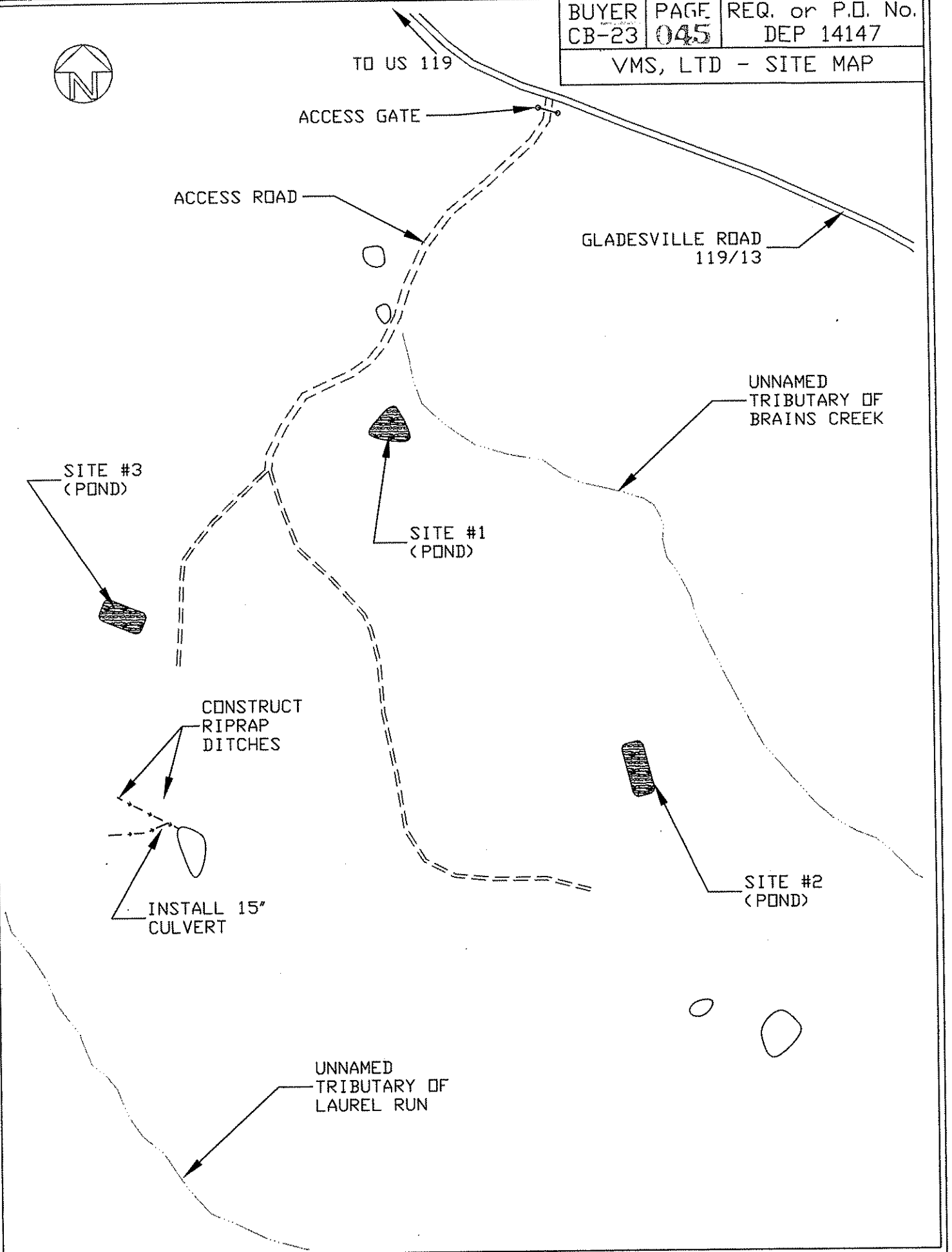
SITE #1
(POND)

CONSTRUCT
RIPRAP
DITCHES

INSTALL 15"
CULVERT

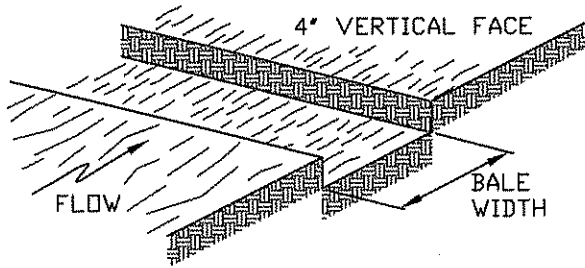
SITE #2
(POND)

UNNAMED
TRIBUTARY OF
LAUREL RUN

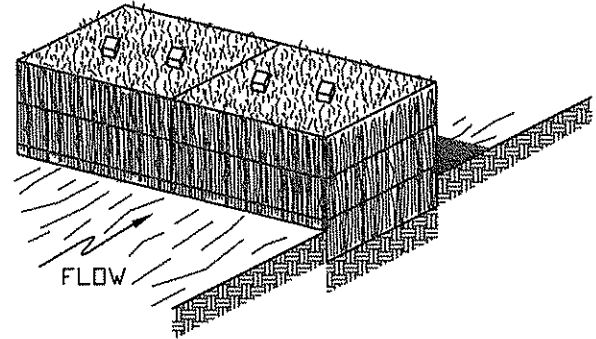


HAY BALE DIKE

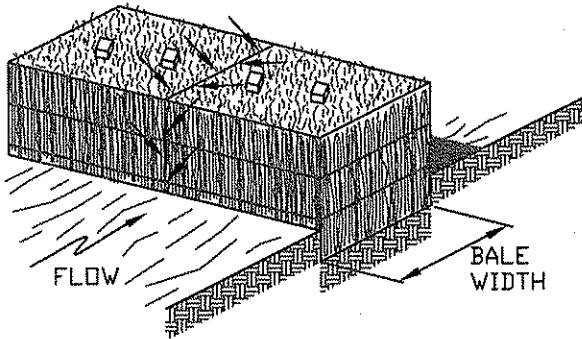
2 REBAR, STEEL PICKETS, OR
2"X2" STAKERS PER BALE
DRIVEN 1' MIN. INTO GROUND



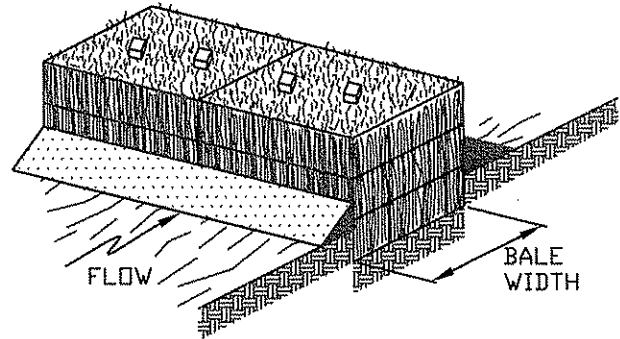
1. EXCAVATE THE TRENCH.



2. PLACE AND STAKE THE BALES.

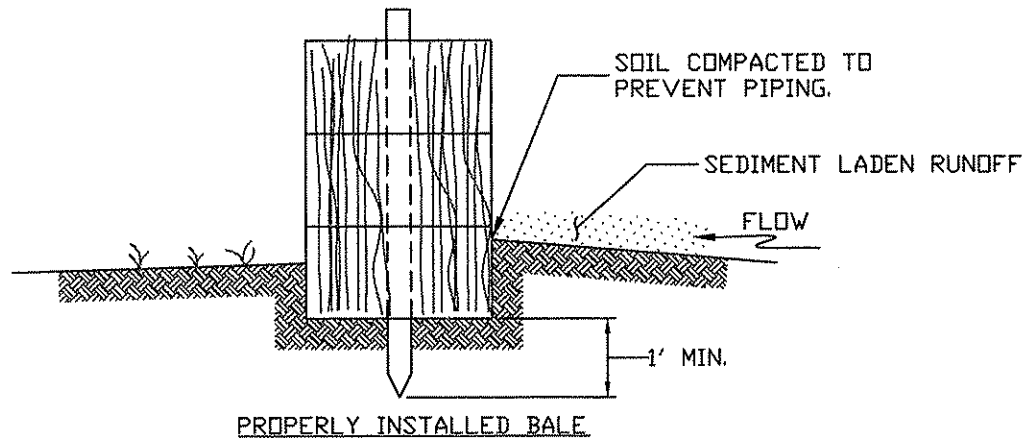


3. WEDGE LOOSE STRAW BETWEEN BALES.

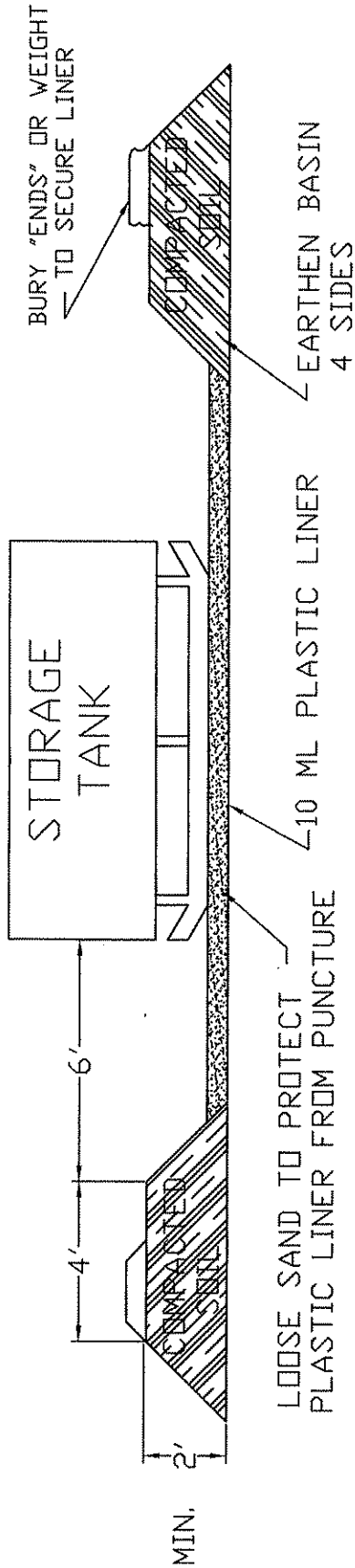


4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

HAY OR STRAW BALE INSTALLATION SEQUENCE



SPILL CONTAINMENT



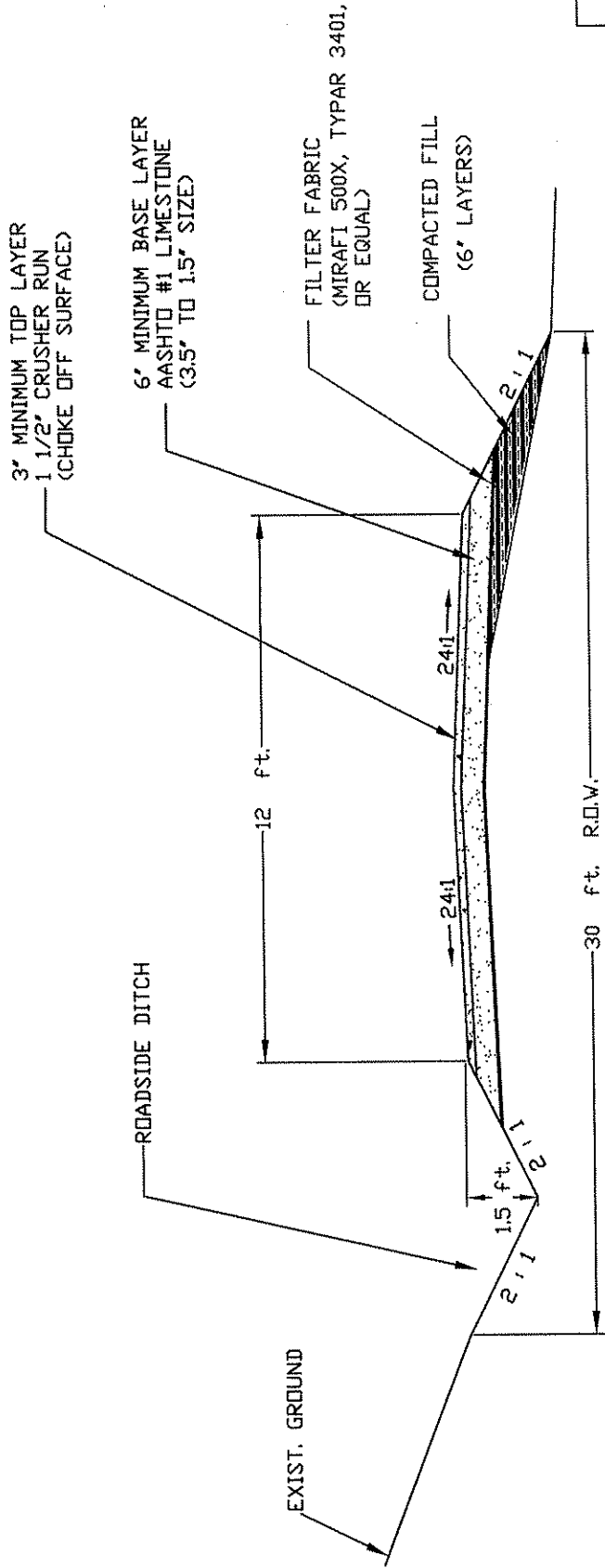
SELECTED HEIGHT OF EARTHEN BERM IS TO BE A TWO (2') FOOT MINIMUM OR ONE HUNDRED TEN PERCENT (110%) OF THE CAPACITY OF THE TANK(S) TOTAL VOLUME WITHIN THE BERM. A SIX (6") INCH FREEBOARD MUST BE INCLUDED.

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

TANKS WITH SECONDARY CONTAINMENT MAY BE USED AS AN ALTERNATIVE.

ACCESS ROAD UPGRADE

ACCESS ROAD UPGRADE

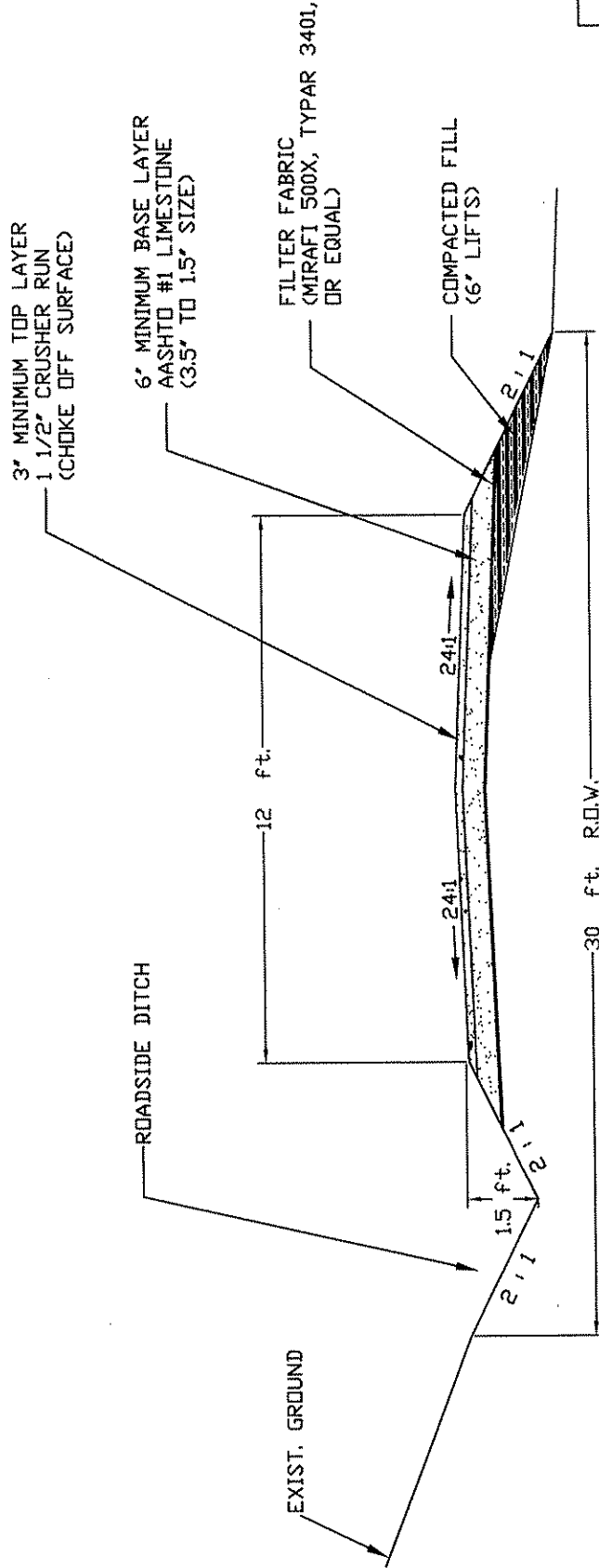


TYPICAL SECTION

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

NEW ACCESS ROAD

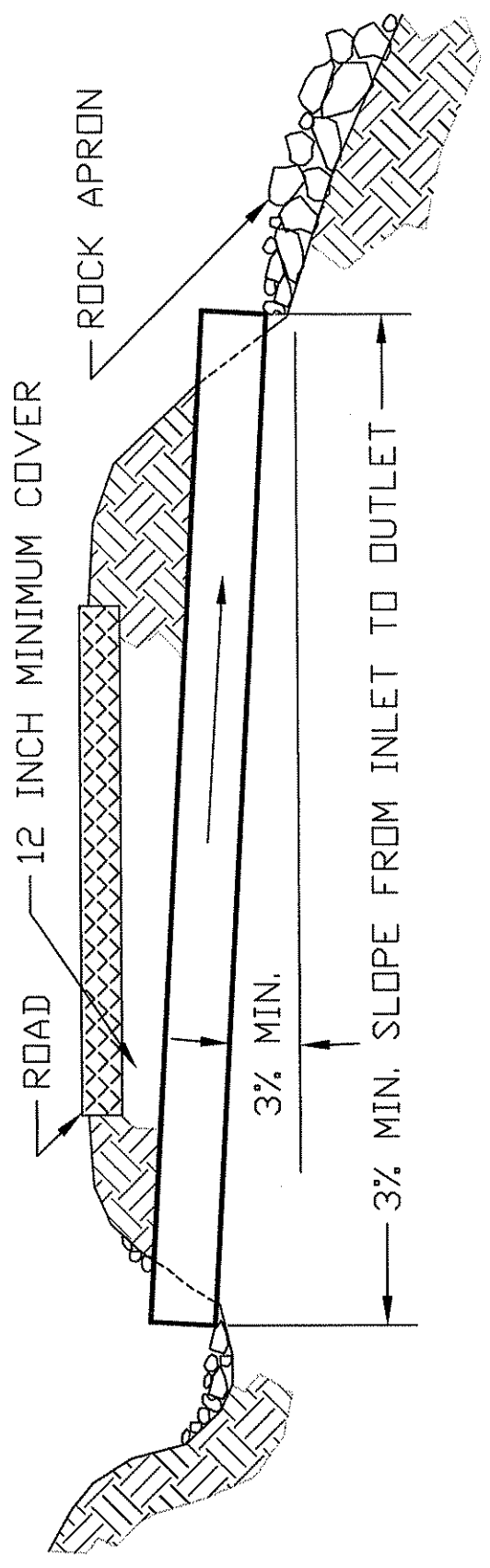
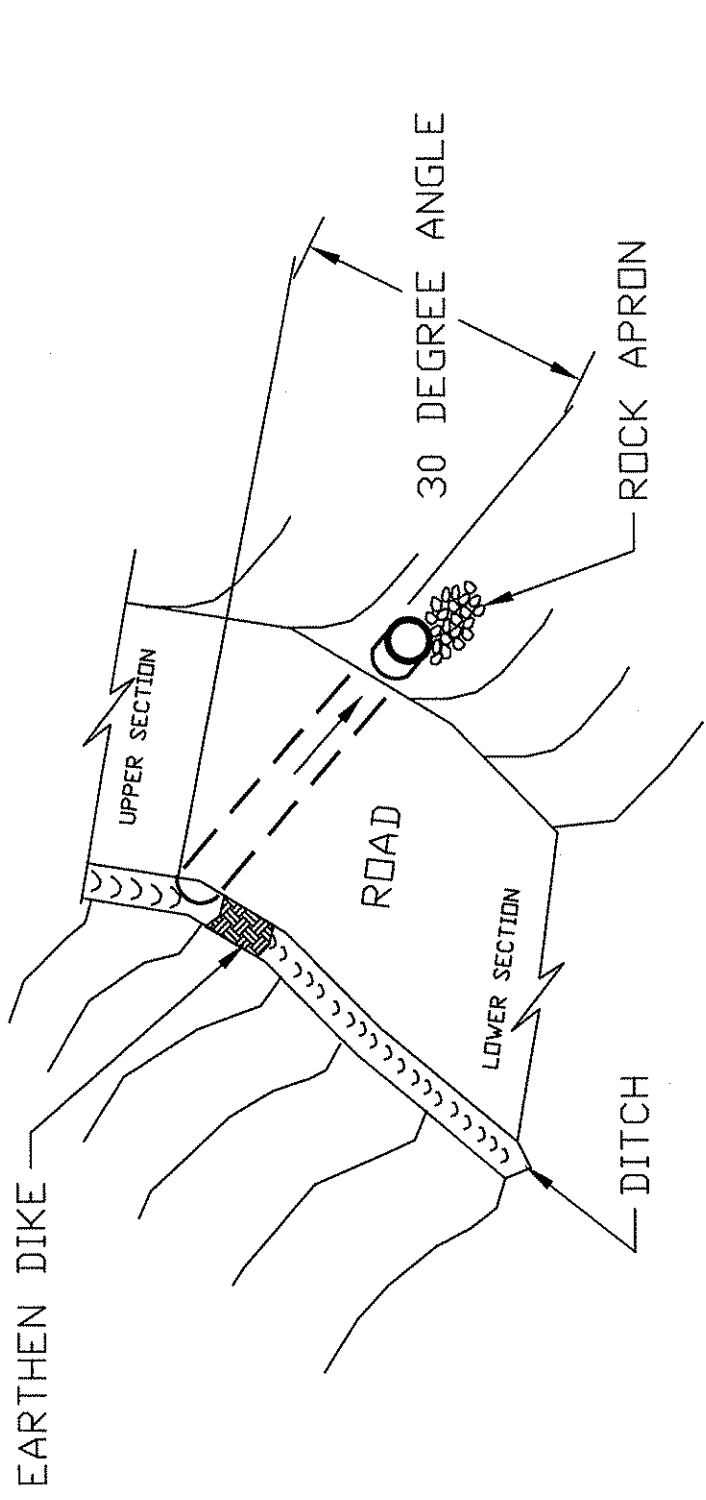
NEW ACCESS ROAD



TYPICAL SECTION

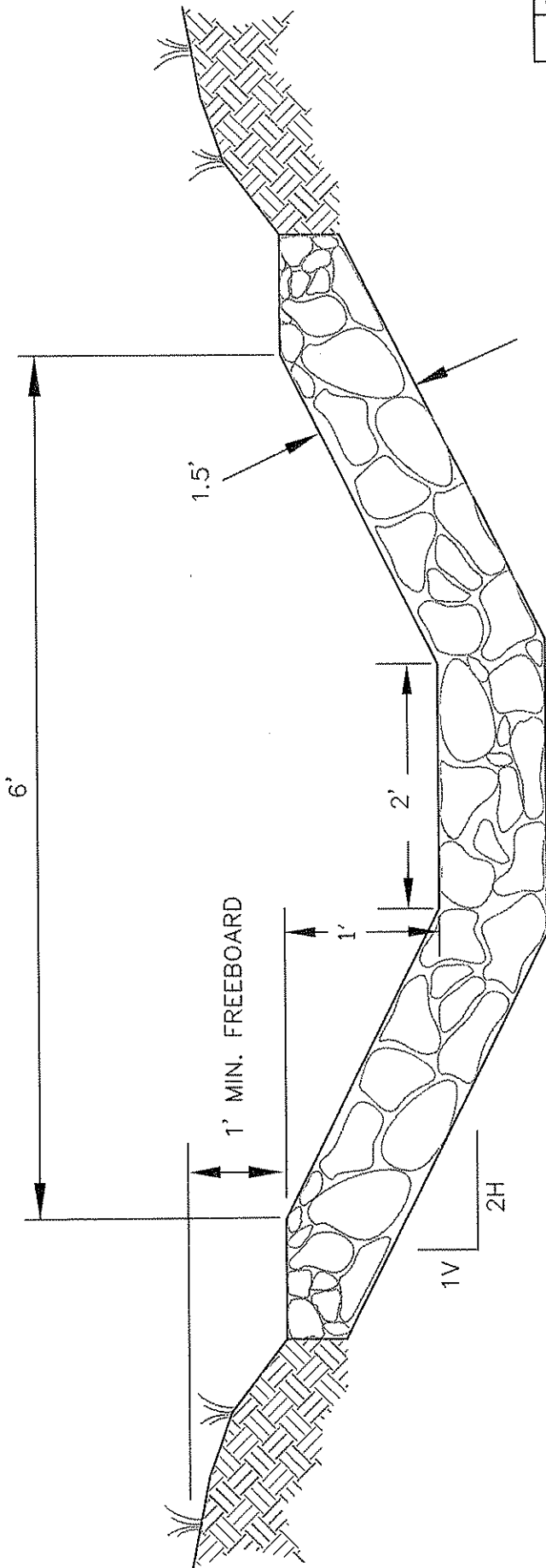
NOTES: ANY TREES OR BRUSH WITHIN THE 30 FEET R.O.W. OF THE ROAD SHALL BE REMOVED.
 ANY OVERHANGING TREE LIMBS IN THE R.O.W. AT A HEIGHT OF 15 FEET OR LESS SHALL BE REMOVED.

CULVERT INSTALLATION



TRAPEZOIDAL - DITCH

TRAPEZOIDAL - DITCH



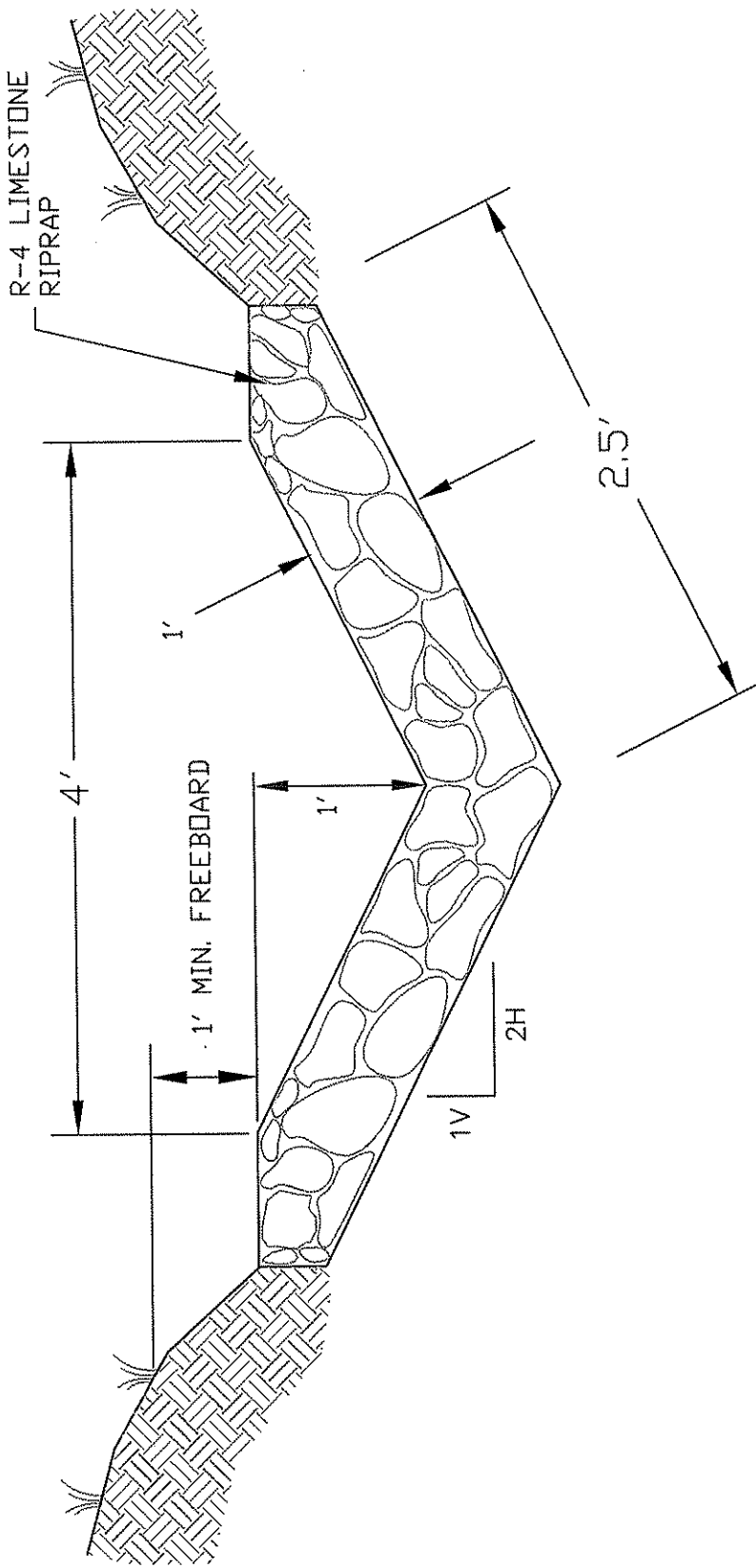
NOT TO SCALE

PAYMENT SHALL BE FOR ACTUAL LENGTH OF DITCH CONSTRUCTED.

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

V - DITCH 4' WIDE

V - DITCH



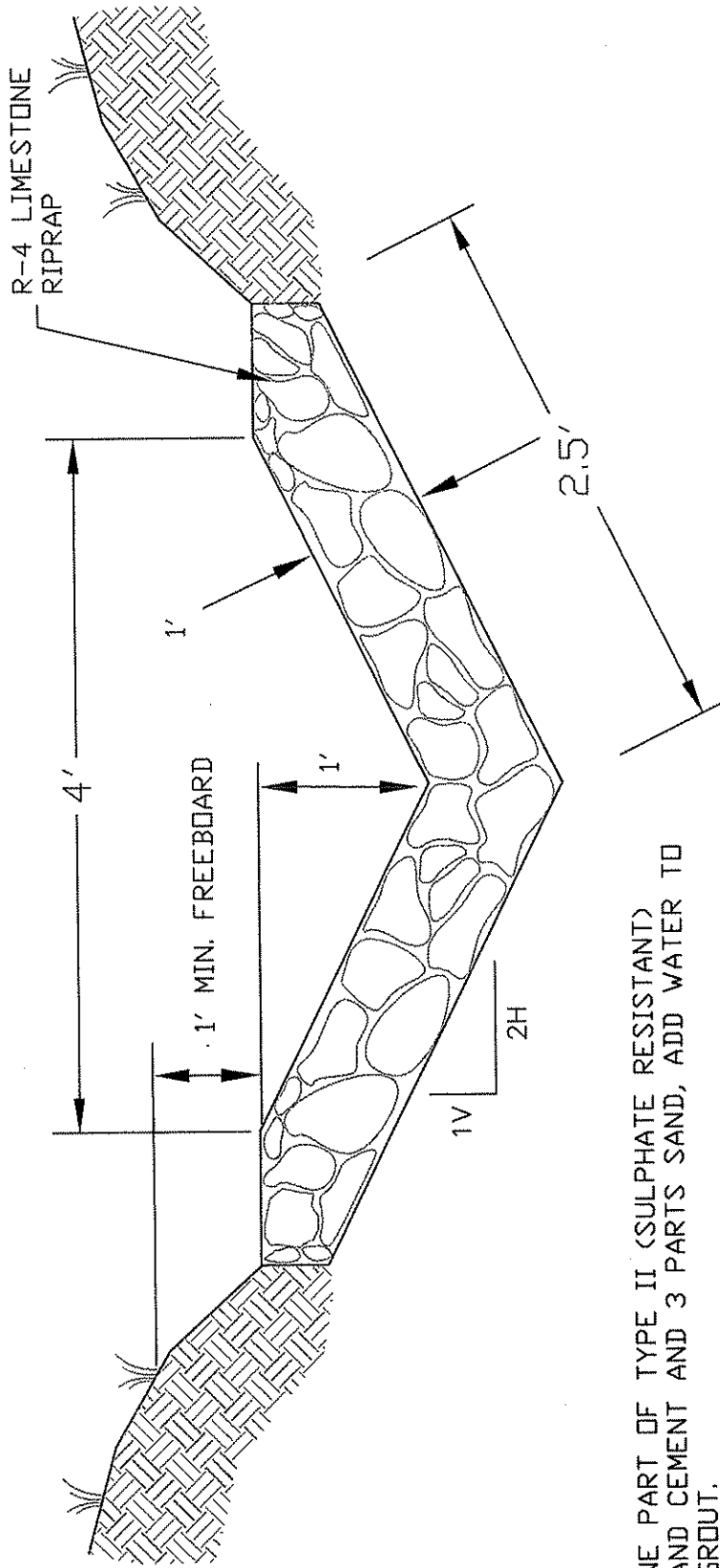
NOT TO SCALE

PAYMENT SHALL BE FOR ACTUAL LENGTH OF DITCH CONSTRUCTED.

R-4 LIMESTONE RIPRAP (STANDARD) SHALL BE DURABLE ROCK PLACED IN A 10 FOOT BLANKET. UNLESS OTHERWISE NOTED, RIPRAP SHALL BE OF 12 INCHES OR LARGER, THE REMAINING SEVENTY-FIVE (75%) TWENTY-FIVE (25%) OF THE ROCK WILL BE OF 12 INCHES TO MAXIMUM 9 INCHES) OF SUFFICIENT ROCK SMALL SHALL BE WELL GRADED MATERIAL (MINIMUM 3 INCHES TO MAXIMUM 9 INCHES) OF SUFFICIENT ROCK SMALL ENOUGH TO FILL THE VOIDS BETWEEN THE LARGER ROCK. SHALE SHALL NOT BE USED FOR RIPRAP. IF RIPRAP STABILITY IS QUESTIONABLE, DURABILITY SHALL BE DETERMINED BY THE SODIUM SULPHATE TEST ASTM C 88/AASHTO T 104-77.

GROUTED V - DITCH

GROUTED V - DITCH



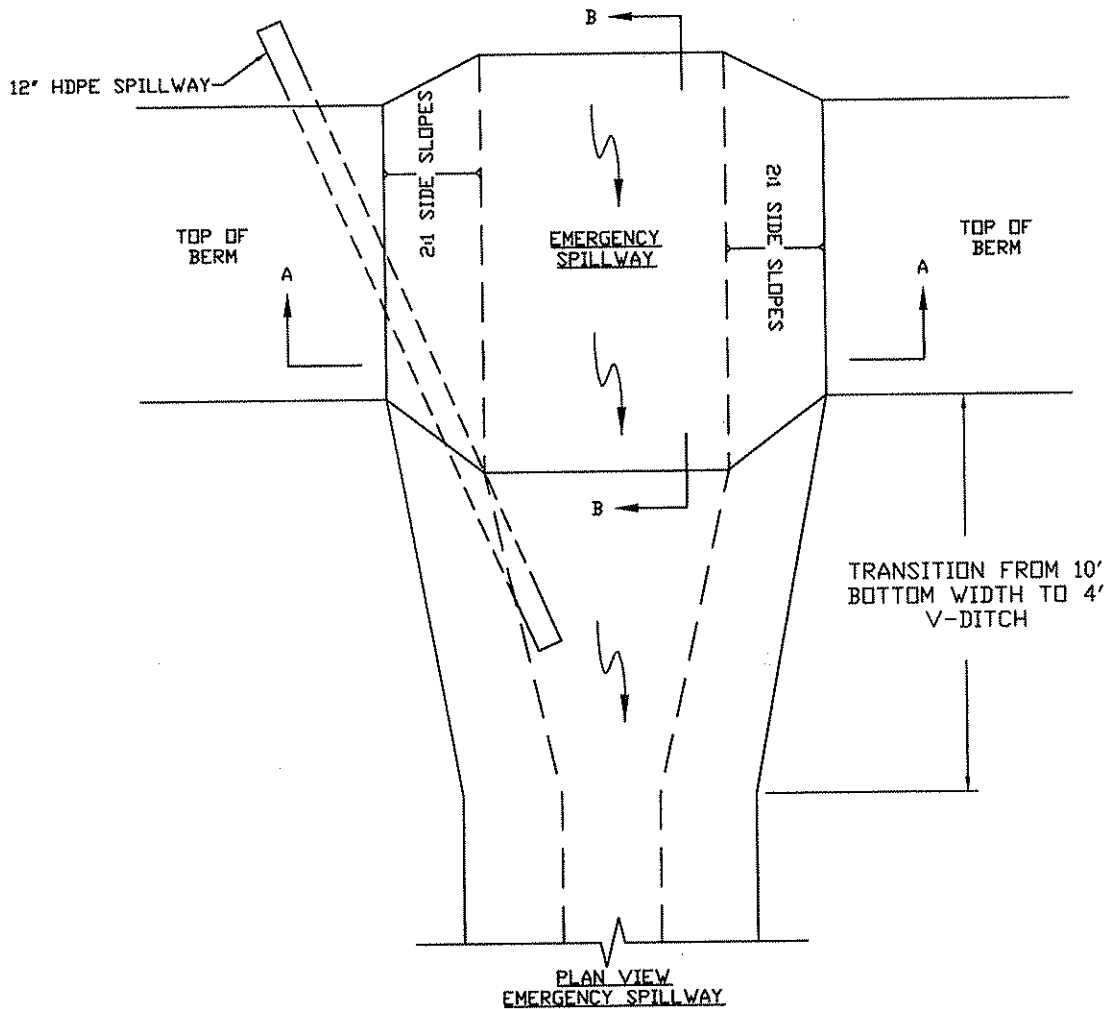
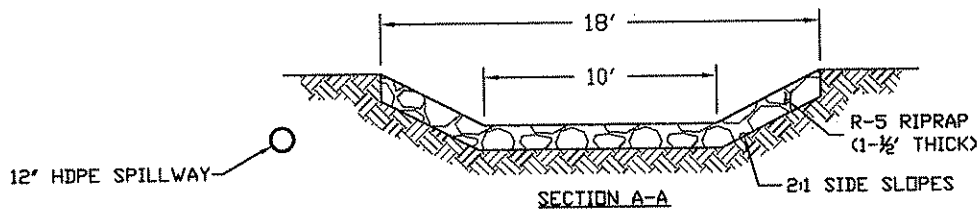
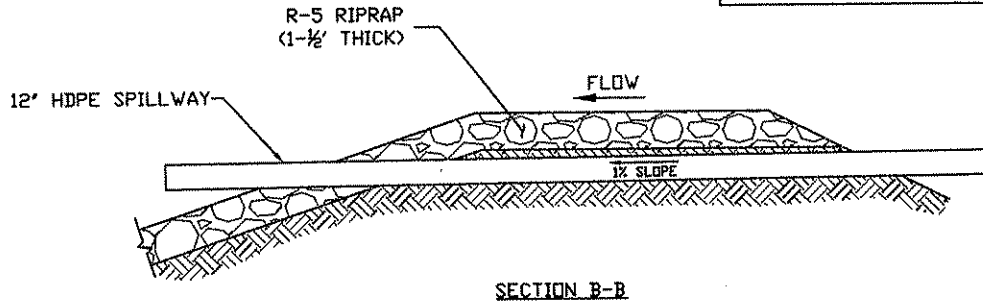
USE ONE PART OF TYPE II (SULPHATE RESISTANT) PORTLAND CEMENT AND 3 PARTS SAND, ADD WATER TO MAKE GROUT. THOROUGHLY WORK GROUT INTO VOID SPACES, AND BRUSH EXCESS GROUT OFF TOP OF RIPRAP STONES.

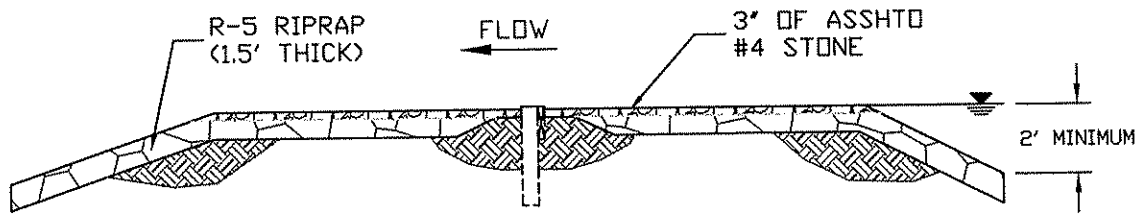
NOT TO SCALE

PAYMENT SHALL BE FOR ACTUAL LENGTH OF DITCH CONSTRUCTED.

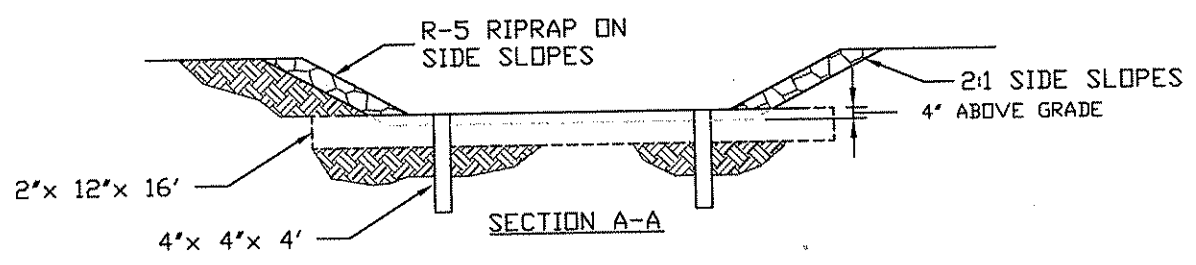
R-4 LIMESTONE RIPRAP (STANDARD) SHALL BE DURABLE ROCK PLACED IN A 1.0 FOOT BLANKET. UNLESS OTHERWISE NOTED, RIPRAP SHALL BE OF 12 INCHES OR LARGER, THE REMAINING SEVENTY-FIVE (75%) TWENTY-FIVE (25%) OF THE ROCK WILL BE OF 9 INCHES TO MAXIMUM 9 INCHES) OF SUFFICIENT ROCK SMALL SHALL BE WELL GRADED MATERIAL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

EXIT SPILLWAY CHANNEL

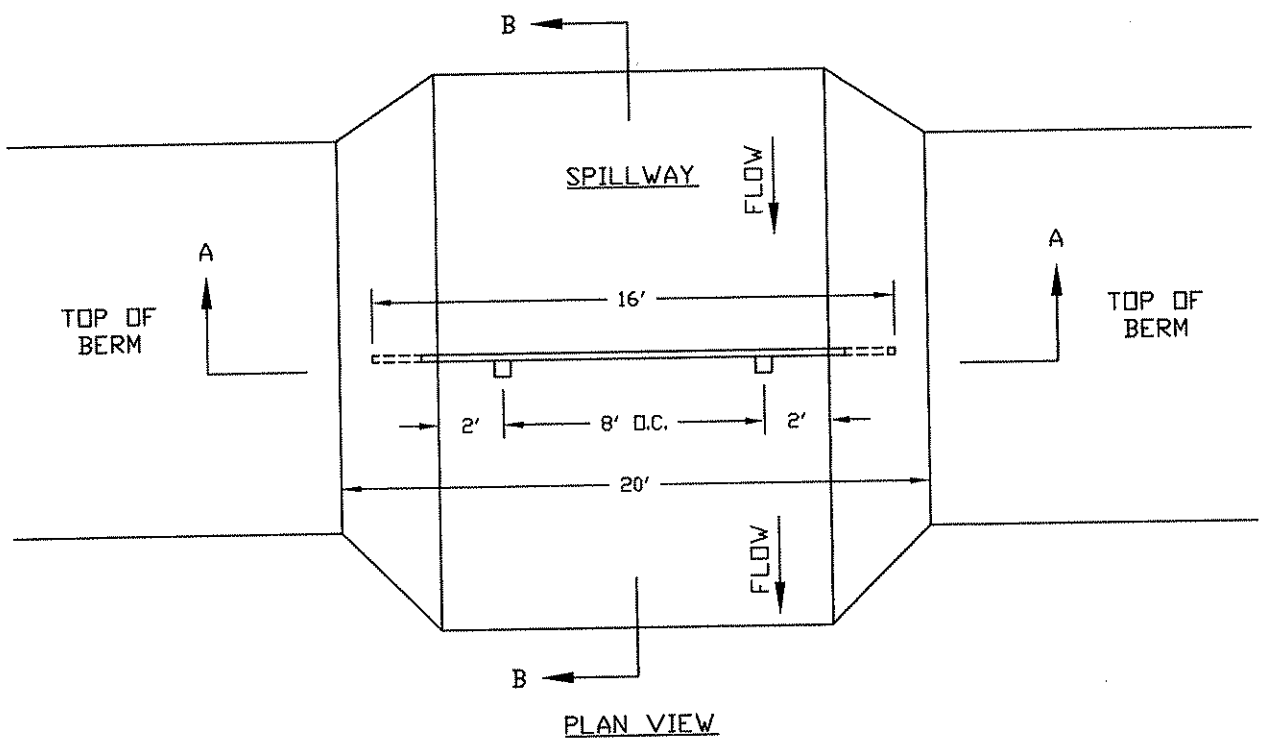




SECTION B-B



SECTION A-A



PLAN VIEW

CURTAIN BAFFLE DETAIL

5/16" STAINLESS STEEL WIRE CABLE IN SEAM

1/2" GROMMETS

LOOP CHAIN BOLT IN PLACE AT SEAM ON EACH END (TYP) OR ATTACH SHACKLE WITH REINFORCING ALUMINUM PLATES

3" x 4" x 24" STYROFOAM

3" x 4" x 24" STYROFOAM

CUT LINE

SPACING DETERMINED BY DEP

FOLD LINE

4'

VINYL COATED POLYESTER 17 OZ./SQ.YD. TOTAL WEIGHT

HOT SEAM SEAL

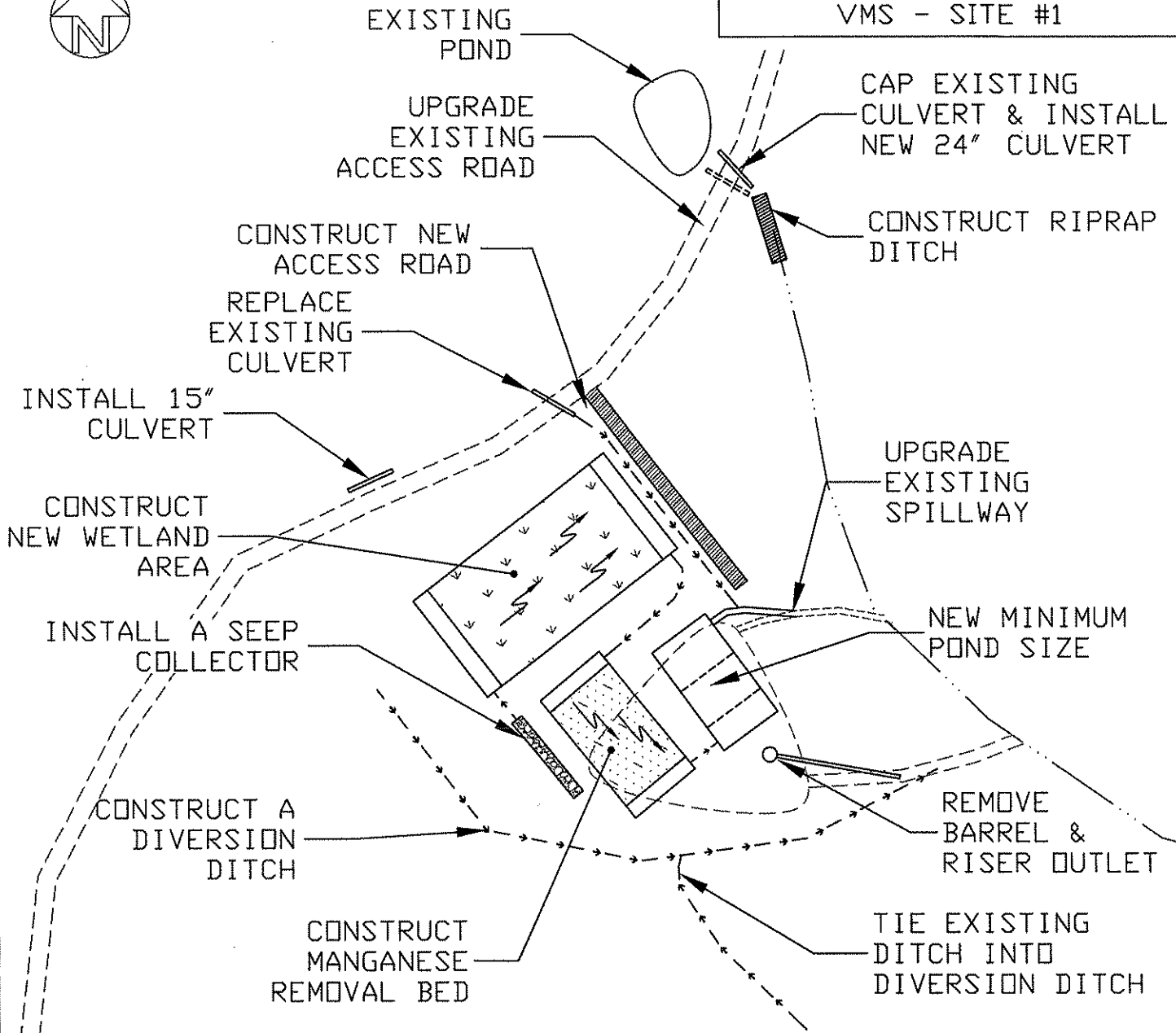
1/2" POLYPROPYLENE ROPE SEAM IN ENDS

1/4" OR LARGER LINK CHAIN FOR WEIGHT

NOTE: THE CABLE MUST EXTEND 10 FEET PAST THE BAFFLE MATERIAL ON EACH END. THE OPENINGS SHALL BE CUT IN THE CURTAINS ON-SITE AT THE DIRECTION OF THE ON-SITE REPRESENTATIVE.



VMS - SITE #1

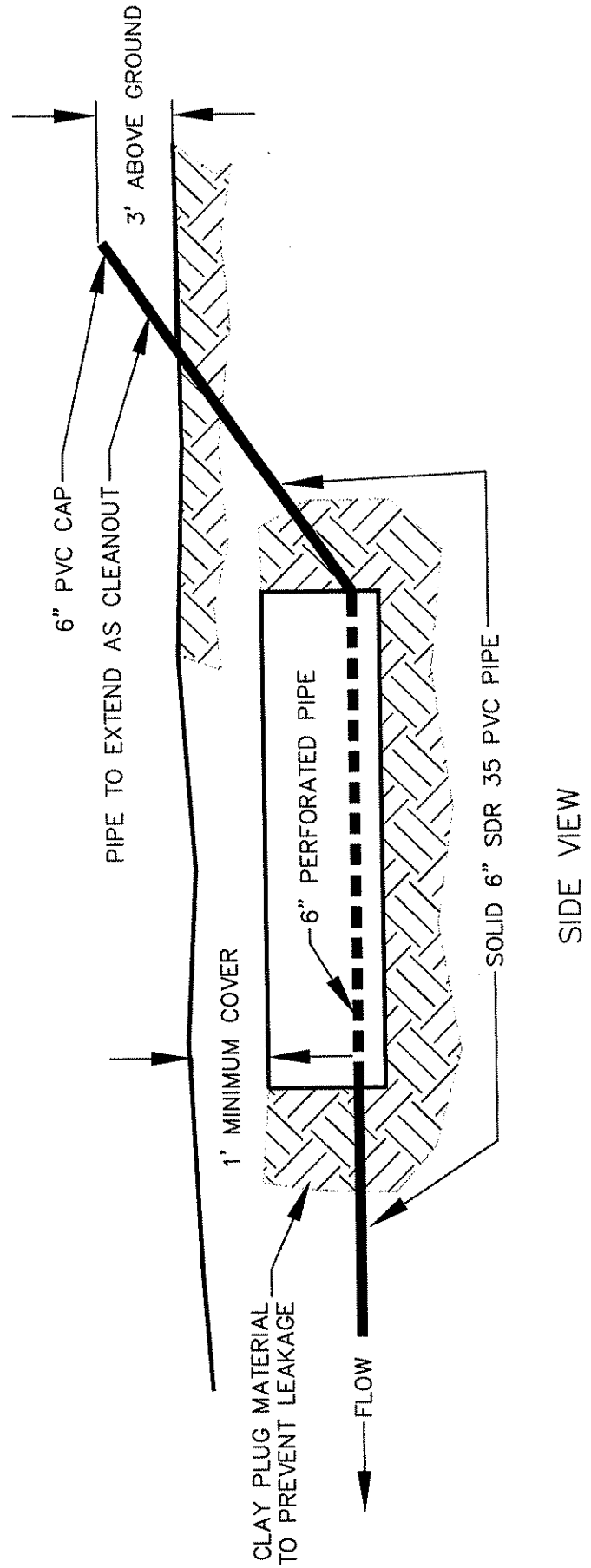


NOTES:

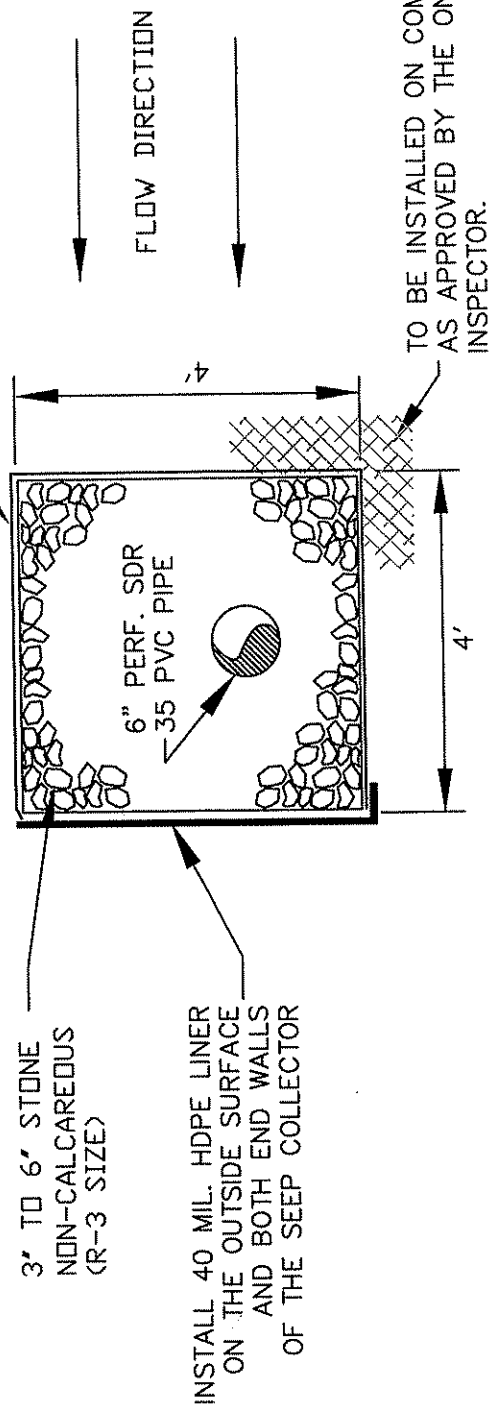
1. RECONFIGURE THE POND TO A MINIMUM SIZE OF 100' X 55'. THE MINIMUM WATER DEPTH SHALL BE 8' WITH 2' OF FREE BOARD.
2. CONSTRUCT 12' BERMS AROUND THE POND, WETLAND, AND MANGANESE REMOVAL BED.
3. CONSTRUCT A SPILLWAY WITH A LEVEL SPREADER NEAR THE NORTHEAST CORNER OF THE POND.
4. INSTALL A SEEP COLLECTOR.
5. CONSTRUCT A NEW WETLAND AREA (200' X 100') AND MANGANESE REMOVAL BED (126' X 65').
6. CONSTRUCT A DITCH TO DIVERT RUNOFF WATER AROUND THE TREATMENT SITE.
7. INCORPORATE TWO CURTAIN BAFFLES IN THE SETTLING POND.

SEEP CONVEYANCE DRAIN 1

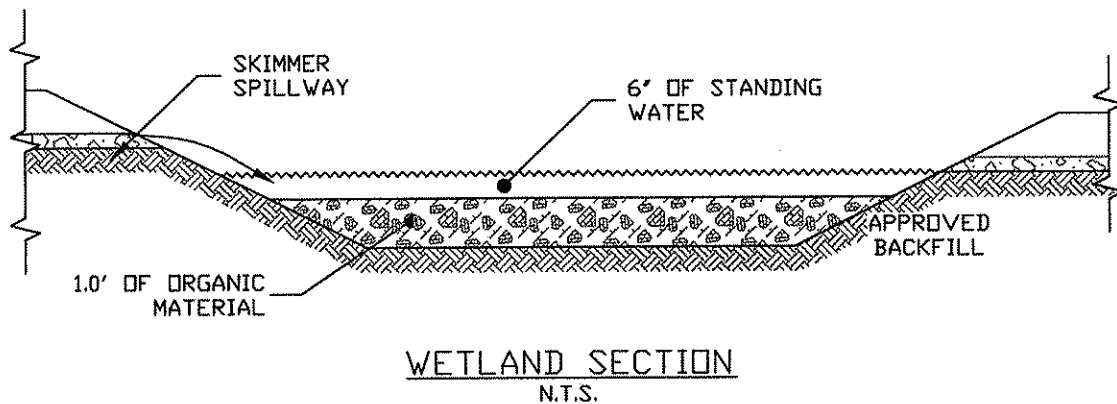
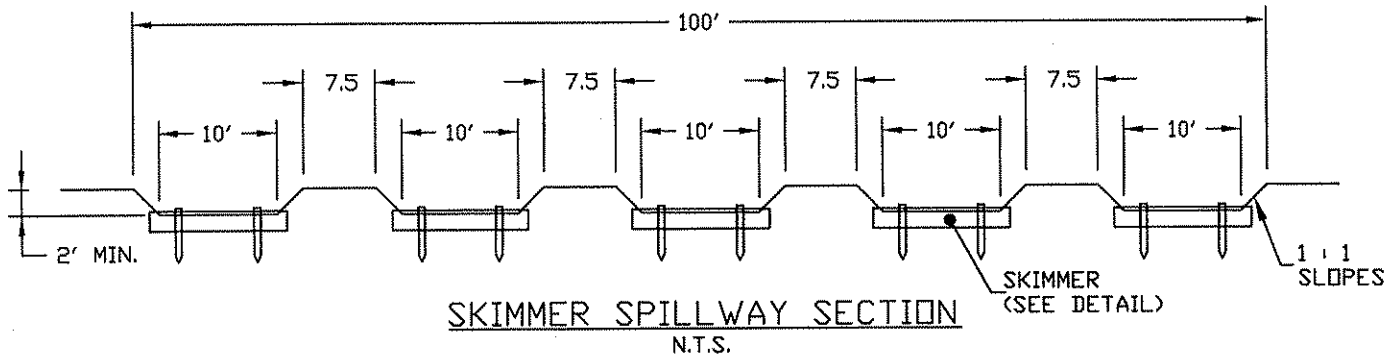
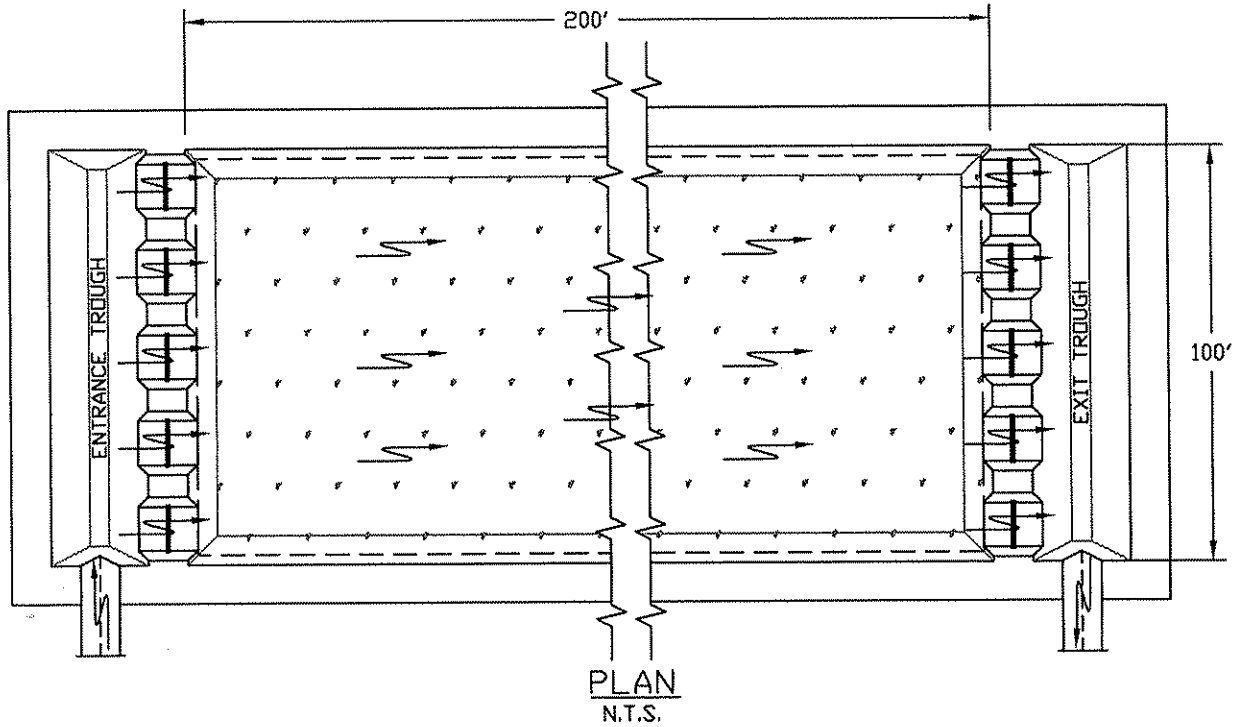
NOT TO SCALE



WRAP WITH FILTER FABRIC (NONWOVEN)
TYPAR 3401 or EQUIVALENT

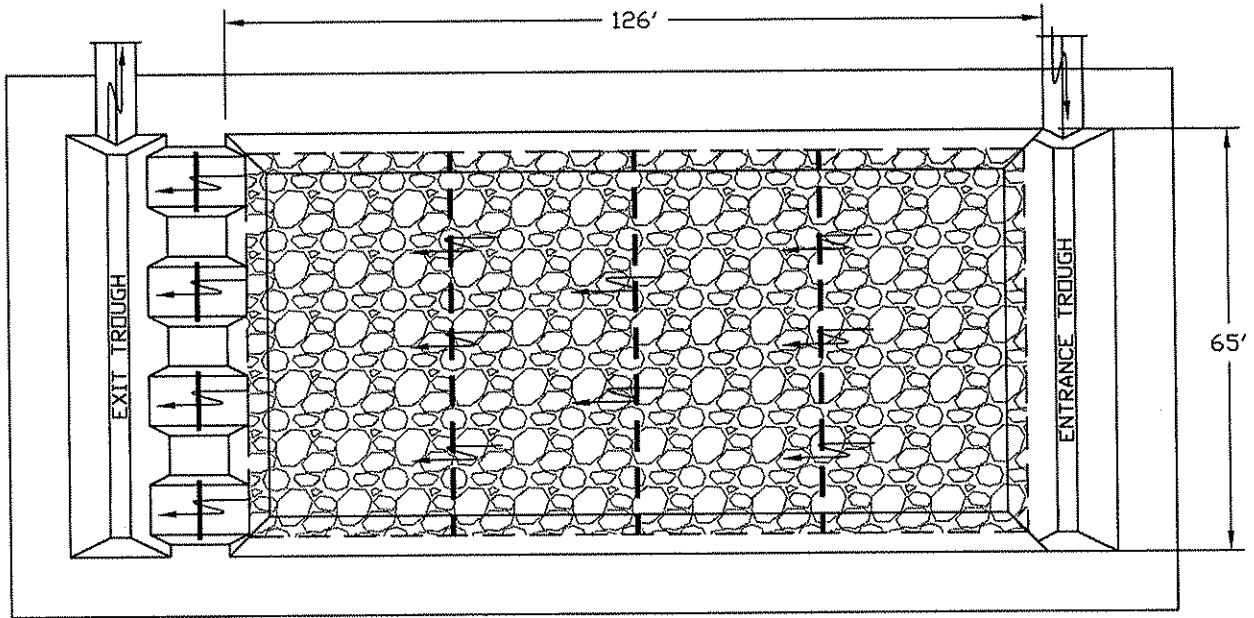


VMS - SITE #1
AEROBIC WETLAND

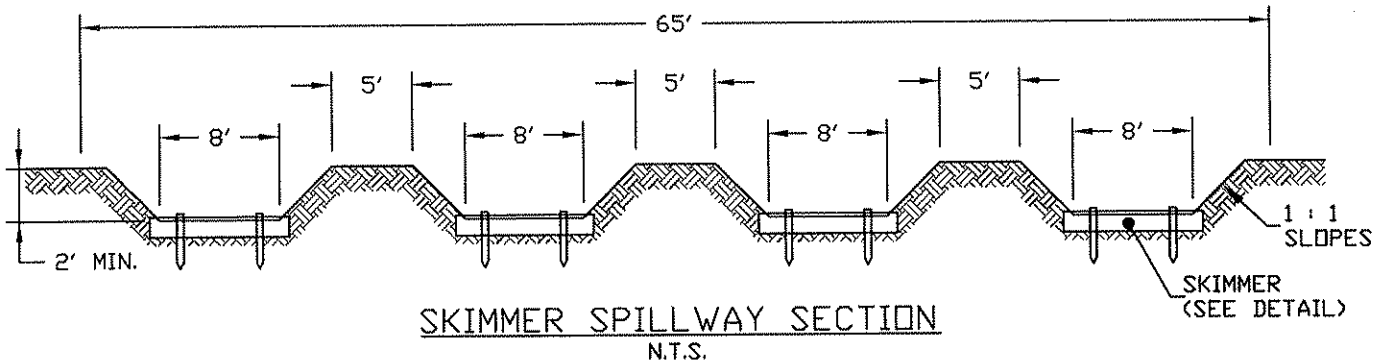


- *NOTES:
1. SEE SPECIFICATIONS FOR SIZES AND VOLUMES OF CONSTRUCTED WETLAND.
 2. ALL SLOPES ARE 2 : 1 UNLESS OTHERWISE NOTED.

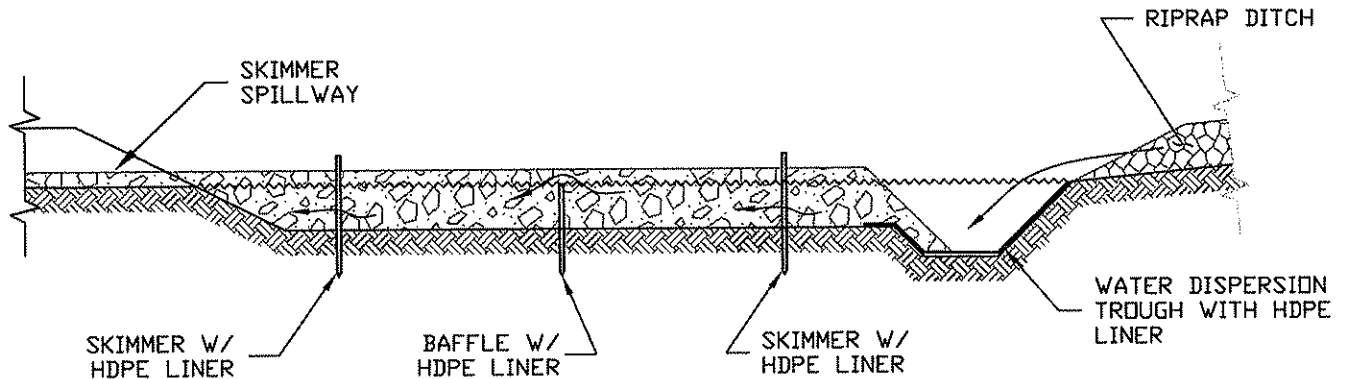
VMS - SITE #1
MANGANESE REMOVAL BED



PLAN
N.T.S.



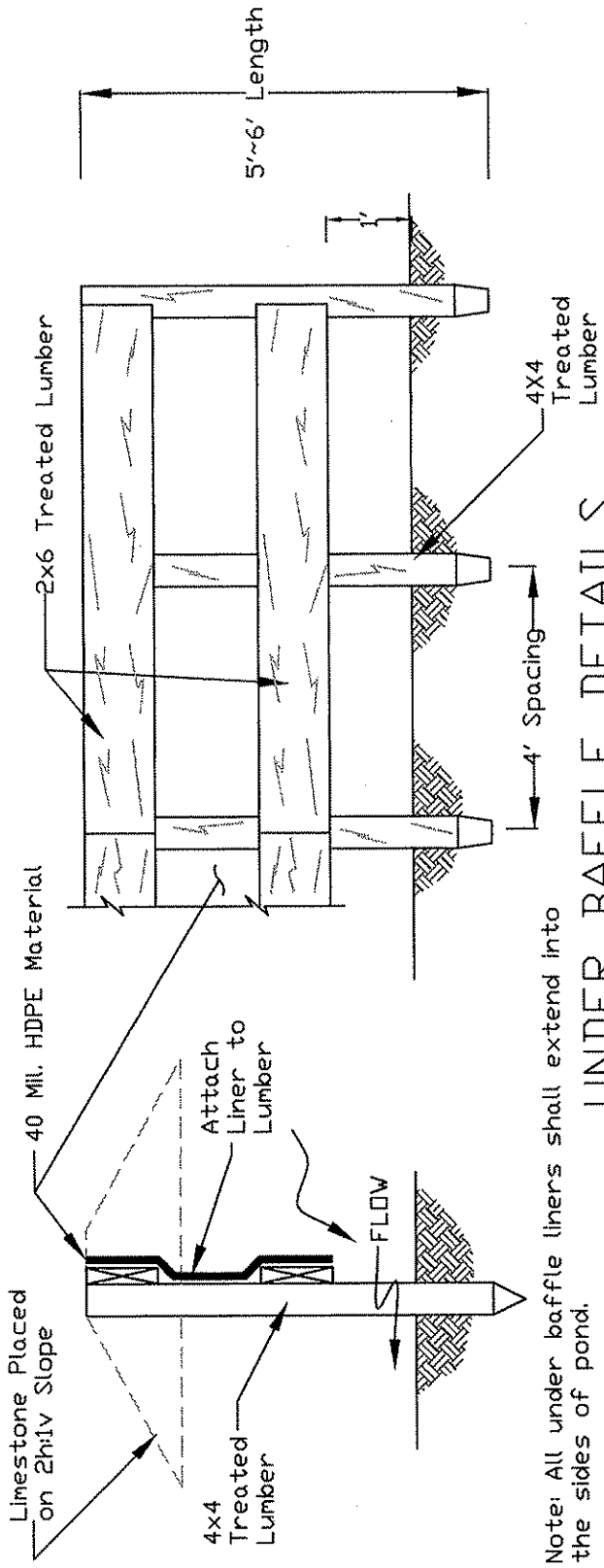
SKIMMER SPILLWAY SECTION
N.T.S.



MANGANESE REMOVAL BED SECTION
N.T.S.

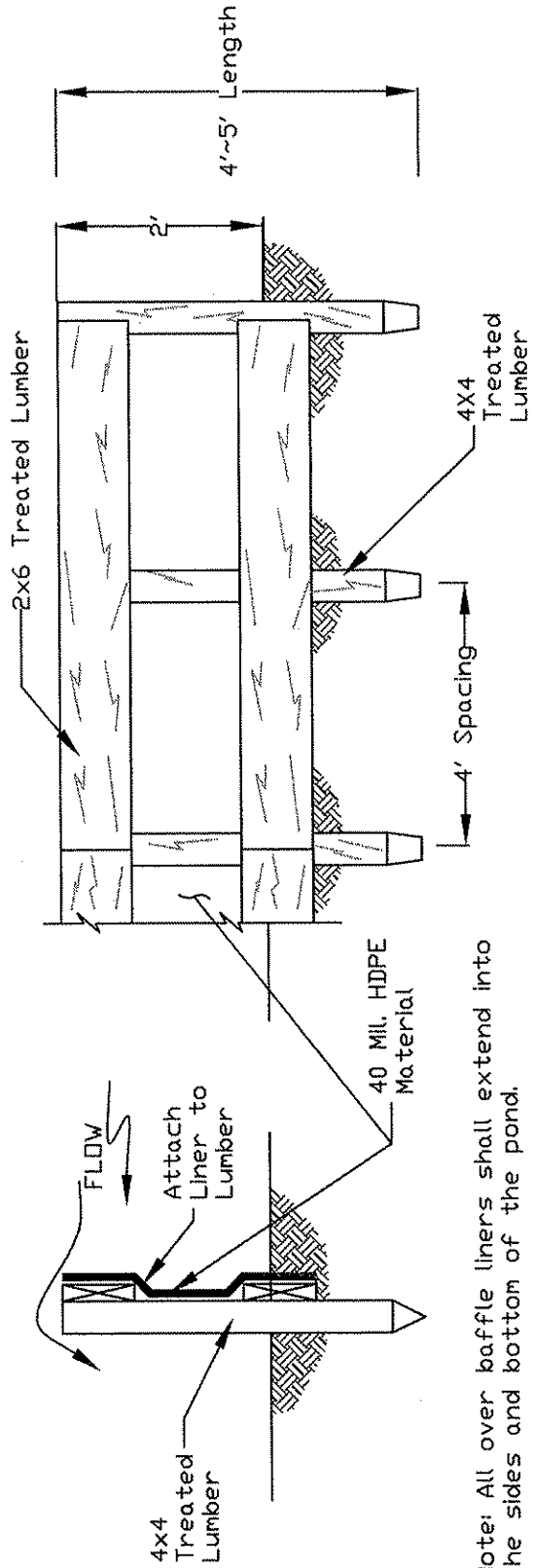
- *NOTES:
1. SEE SPECIFICATIONS FOR SIZES AND VOLUMES OF MANGANESE REMOVAL BED.
2. ALL SLOPES ARE 2 : 1 UNLESS OTHERWISE NOTED.

BAFFLE DETAILS



Note: All under baffle liners shall extend into the sides of pond.

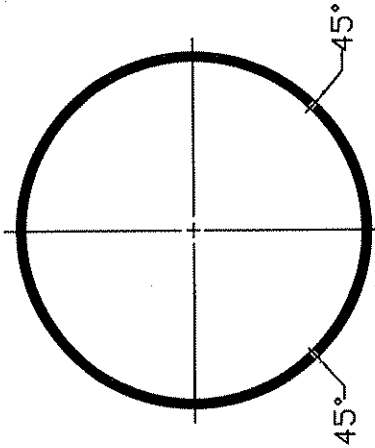
UNDER BAFFLE DETAILS



Note: All over baffle liners shall extend into the sides and bottom of the pond.

OVER BAFFLE DETAILS

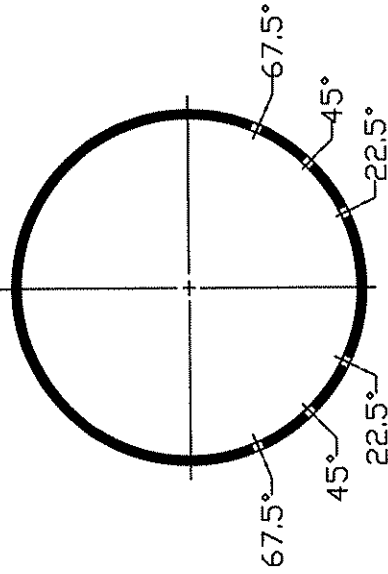
PIPE PERFORATION DETAILS



2, 4, & 6 INCH DIAMETER PIPE PERFORATIONS

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

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

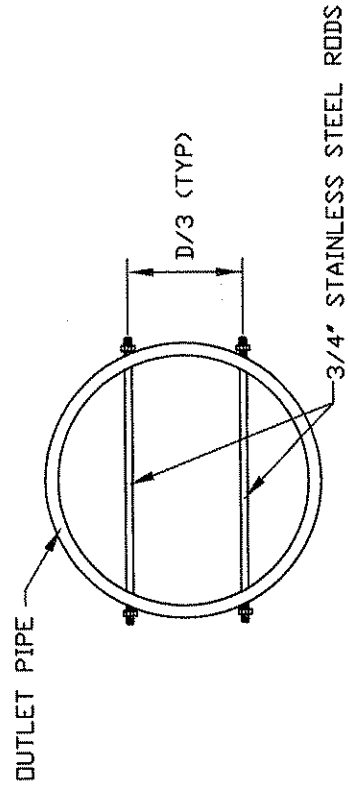


12 INCH DIAMETER PIPE PERFORATIONS

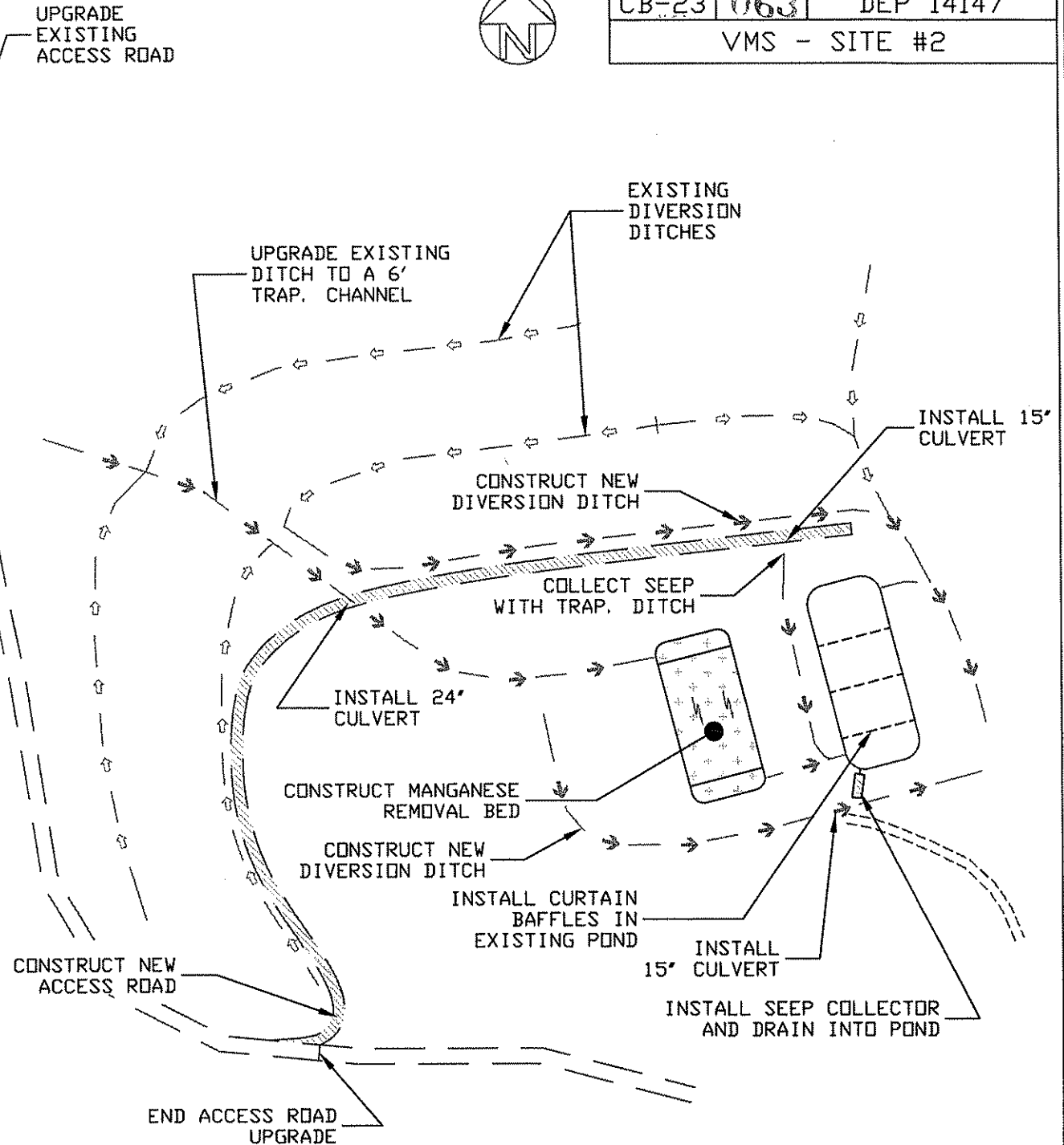
HOLE SPACING SHALL BE 1 INCH DIAMETER.

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

ANIMAL GUARD DETAILS



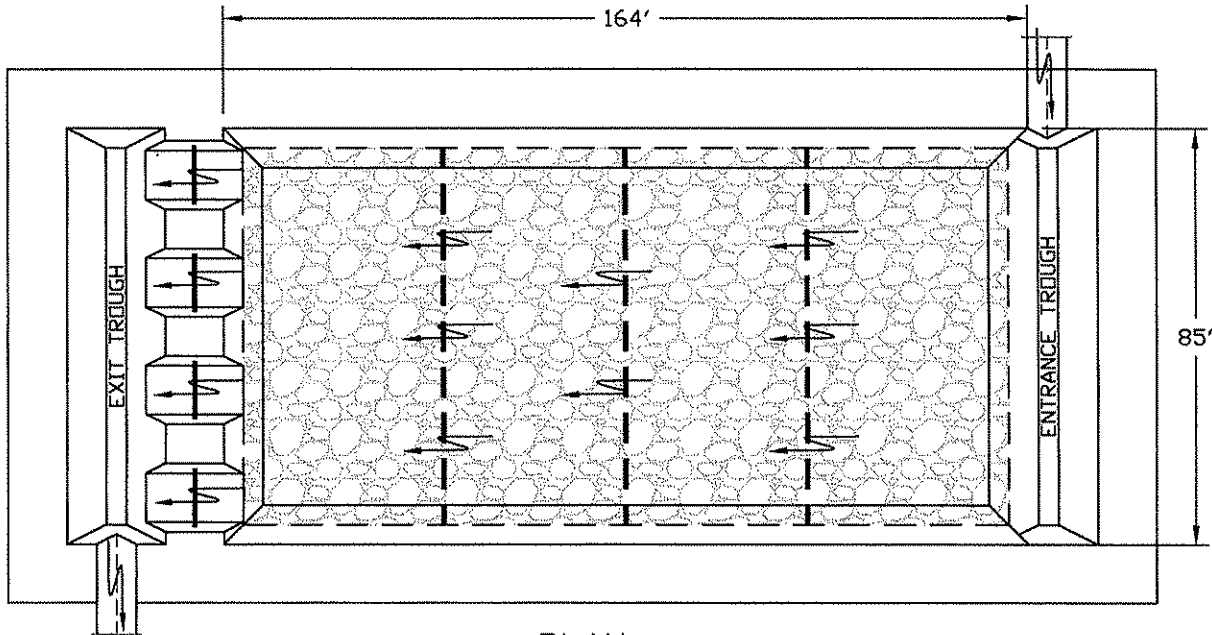
PIPE PERFORATION & ANIMAL GUARD DETAILS



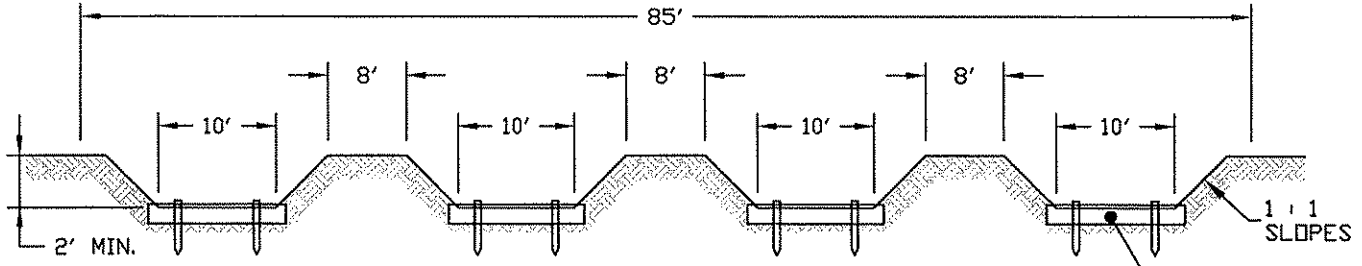
NOTES:

1. CLEAN EXISTING POND TO A MINIMUM WATER DEPTH OF 8' AND 2' OF FREEBOARD. THE MINIMUM DIMENSIONS SHALL BE 145' X 76'
2. CREATE A 12' (TOP WIDTH) BERM AROUND THE EXISTING POND AND THE MANGANESE REMOVAL BED.
3. UPGRADE THE EXISTING ROAD AND CONSTRUCT A NEW ACCESS ROAD TO THE POND.
4. UPGRADE THE EXISTING DIVERSION DITCHES AND CONSTRUCT NEW DITCHES AS DIRECTED BY THE ON SITE DEP REPRESENTATIVE.
5. REMOVE THE EXISTING BARREL & RISER FROM THE EXISTING POND.
6. INCORPORATE THREE BAFFLE CURTAINS IN SETTLING POND.

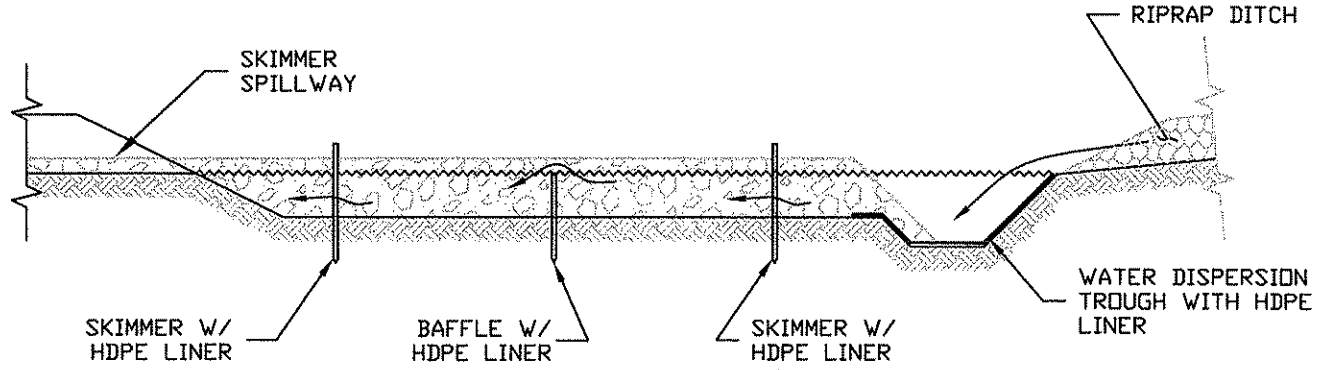
VMS - SITE #2
MANGANESE REMOVAL BED



PLAN
N.T.S.



SKIMMER SPILLWAY SECTION
N.T.S.

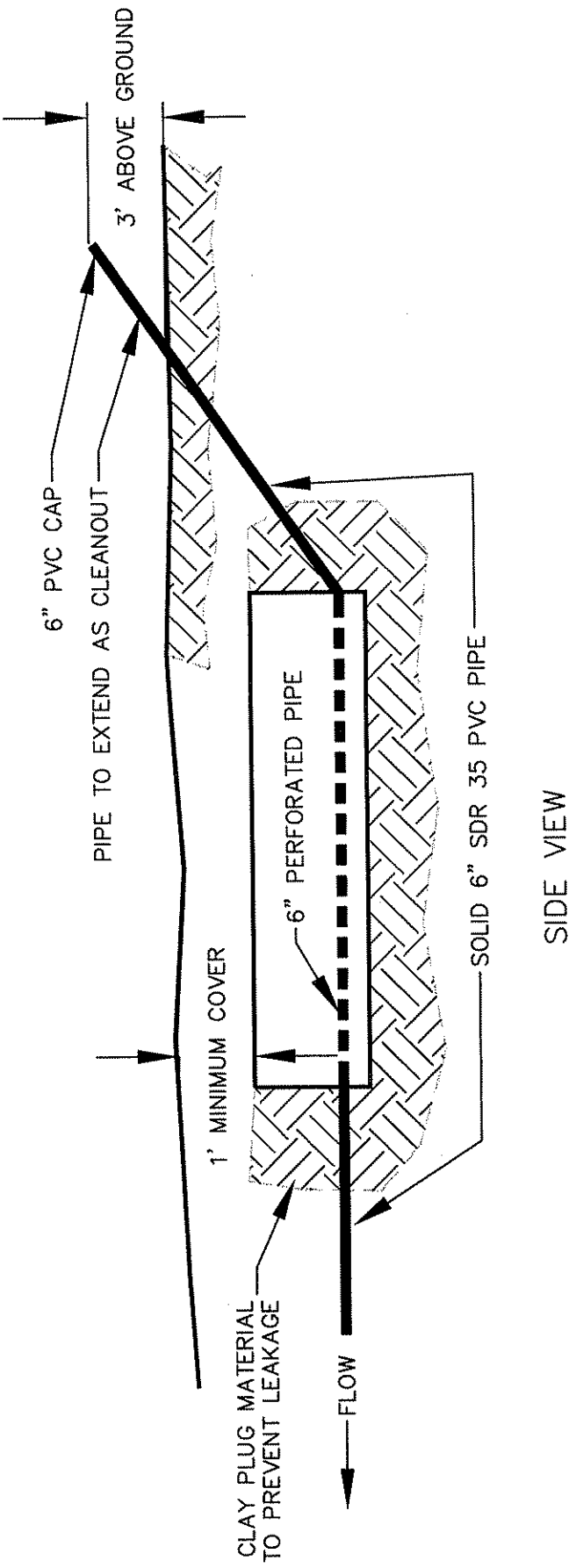


MANGANESE REMOVAL BED SECTION
N.T.S.

- *NOTES:
 1. SEE SPECIFICATIONS FOR SIZES AND VOLUMES OF MANGANESE REMOVAL BED.
 2. ALL SLOPES ARE 2 : 1 UNLESS OTHERWISE NOTED.

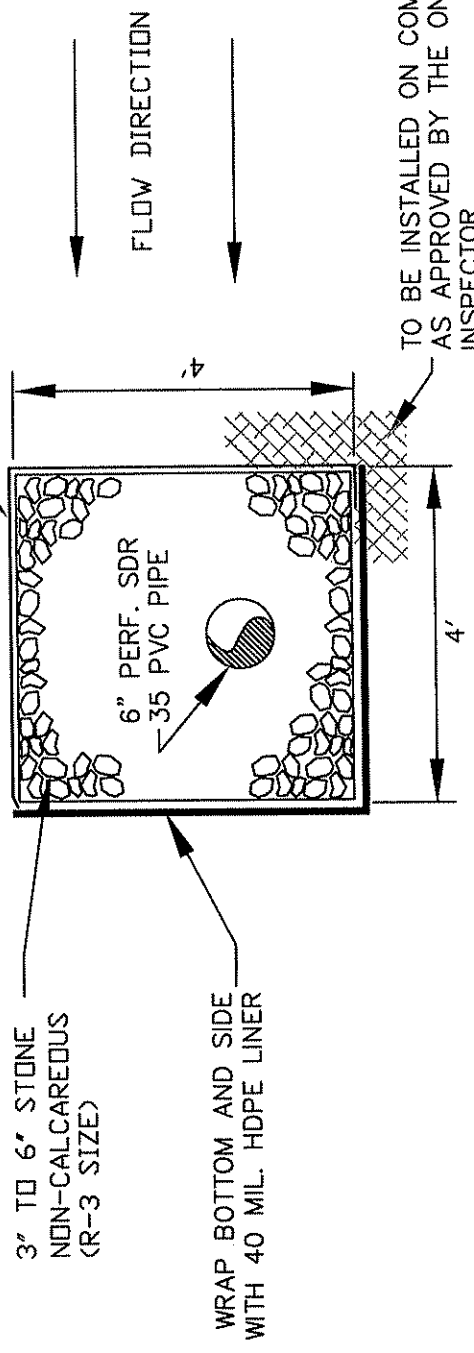
SEEP CONVEYANCE DRAIN 2

NOT TO SCALE



SIDE VIEW

WRAP WITH FILTER FABRIC (NONWOVEN)
TYPAR 3401 or EQUIVALENT



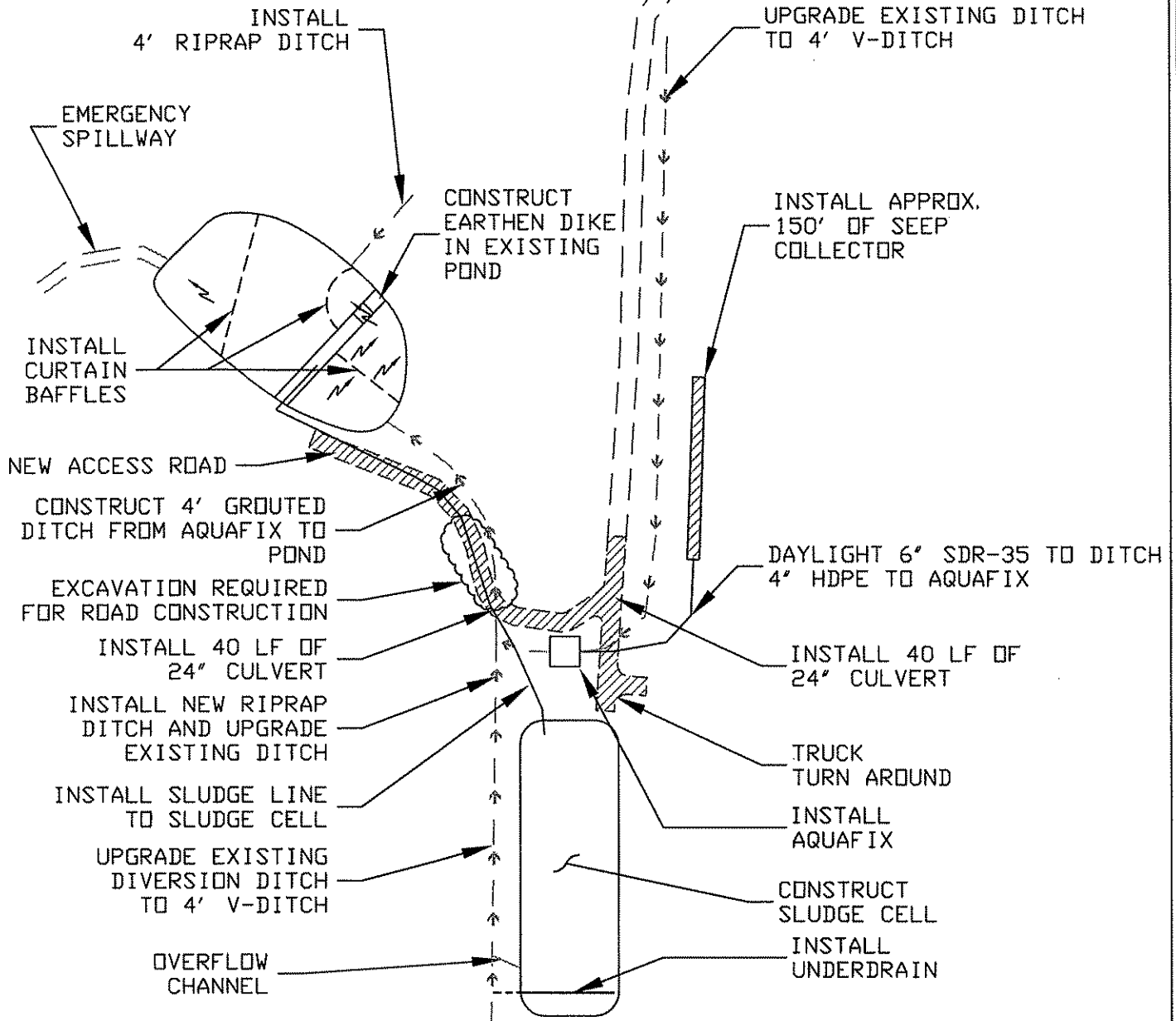
END VIEW

WRAP BOTTOM AND SIDE
WITH 40 MIL. HDPE LINER

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

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

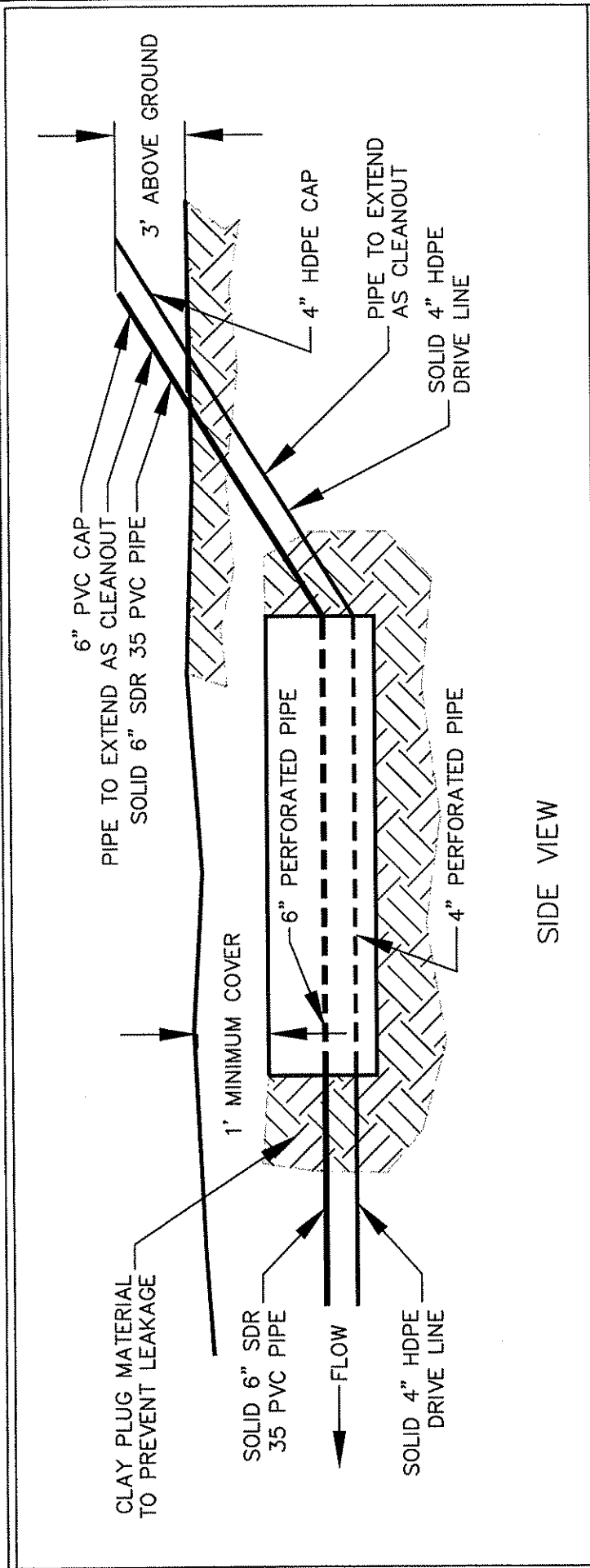
FLOW DIRECTION



NOTES:

1. CLEAN EXISTING POND TO A MINIMUM WATER DEPTH OF 8' AND 2' OF FREEBOARD.
2. CONSTRUCT AN EARTHEN DYKE IN THE EXISTING POND. THE EARTHEN DYKE SHALL HAVE A TOP WIDTH OF 12' AND 2:1 SIDE SLOPES. (SEE DETAIL FOR LOCATION.)
3. CREATE A 12' (TOP WIDTH) BERM AROUND THE EXISTING POND.
4. INSTALL SEEP COLLECTOR AND PIPE TO SUPPLY DRIVE WATER FOR THE AQUAFIX.
5. UPGRADE THE EXISTING ROAD AND CONSTRUCT A NEW ACCESS ROAD TO THE POND.
6. CONSTRUCT SLUDGE CELL AND INSTALL SLUDGE LINE.

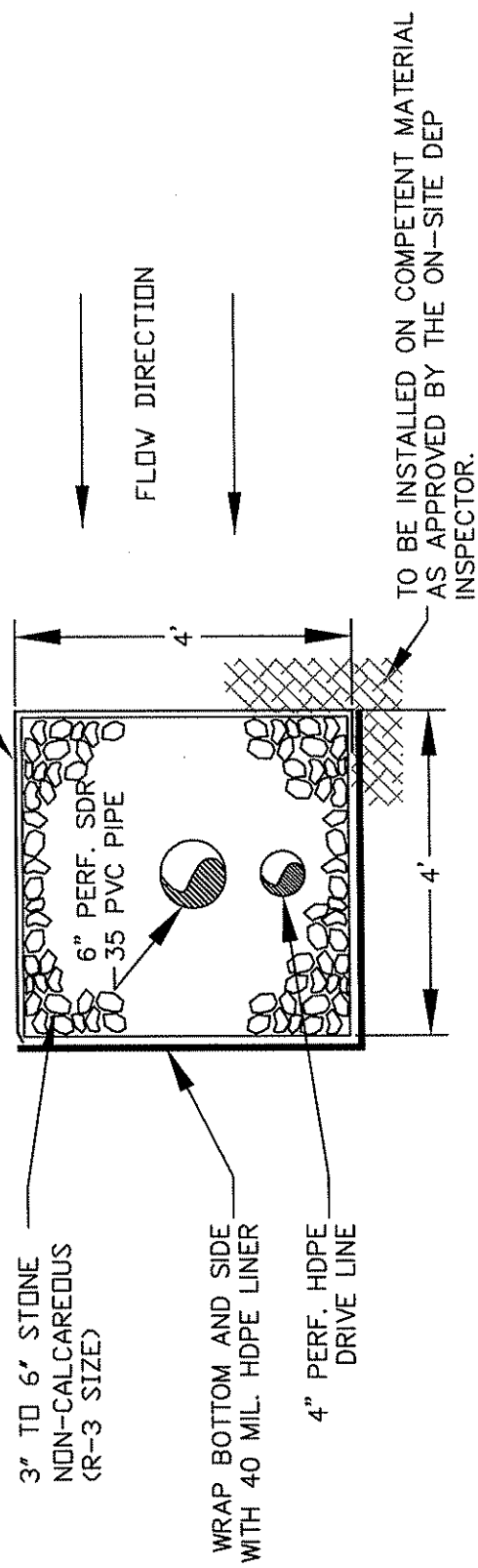
SEEP CONVEYANCE DRAIN 3



SIDE VIEW

NOT TO SCALE

WRAP WITH FILTER FABRIC (NONWOVEN)
TYPAR 3401 or EQUIVALENT



END VIEW



UPGRADE EXISTING
EXIT CHANNEL



SLUDGE
LINE

EARTHEN BERM

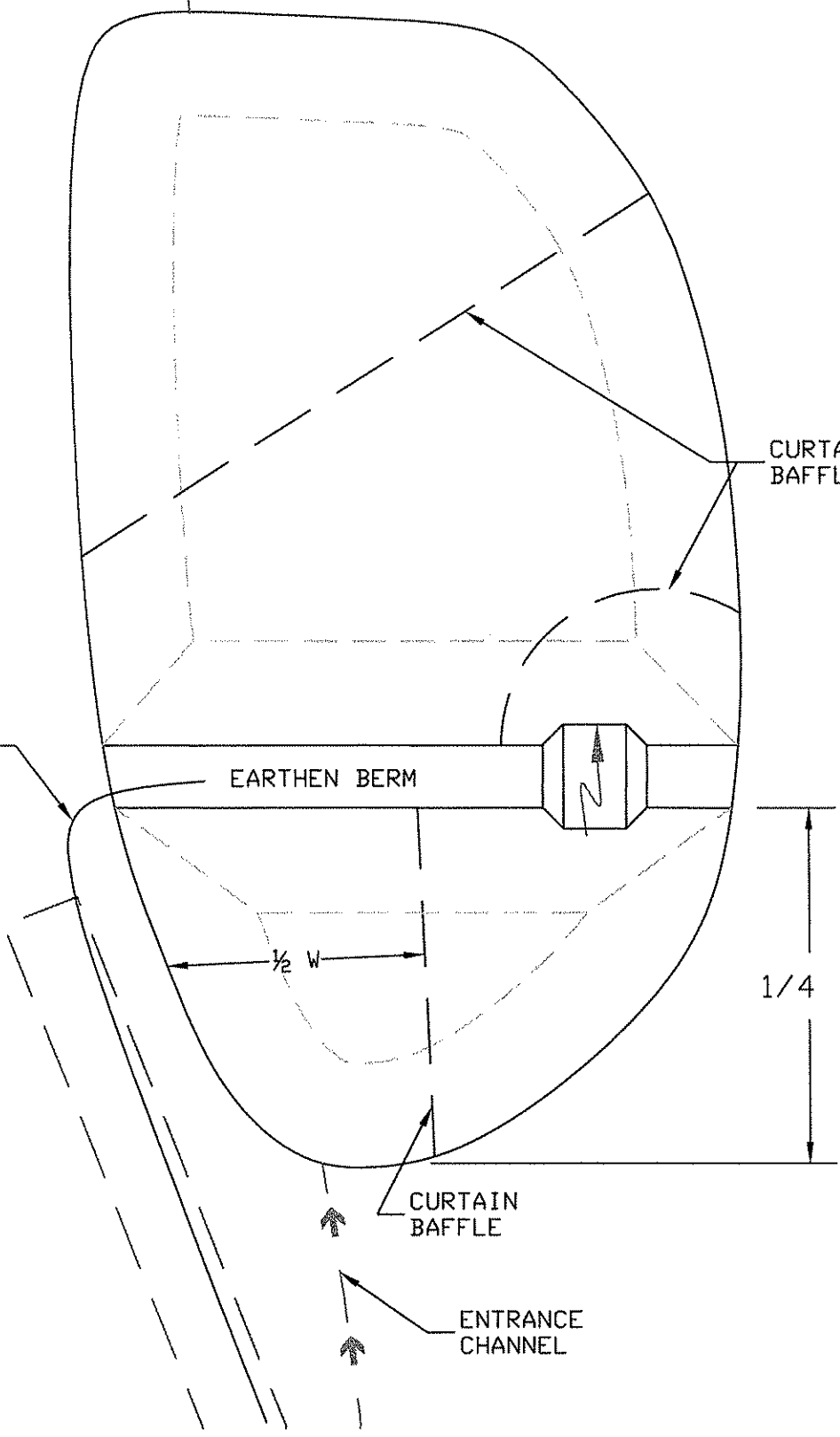
CURTAIN
BAFFLE

$\frac{1}{2} W$

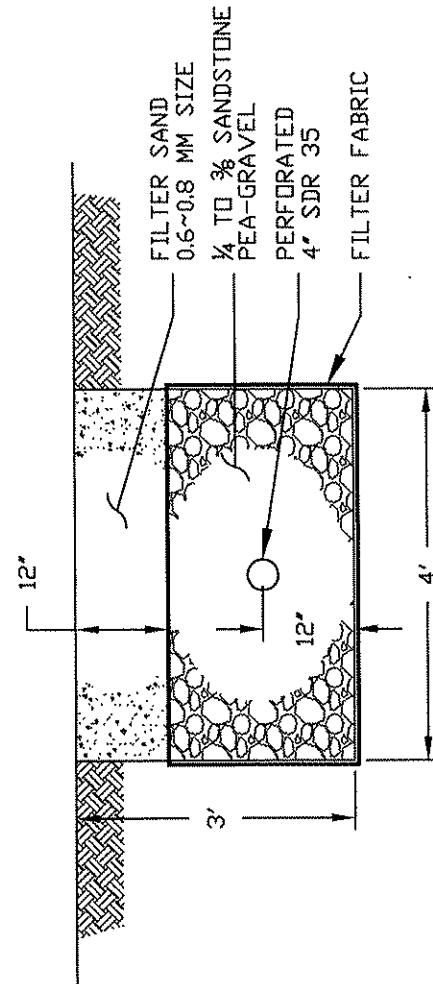
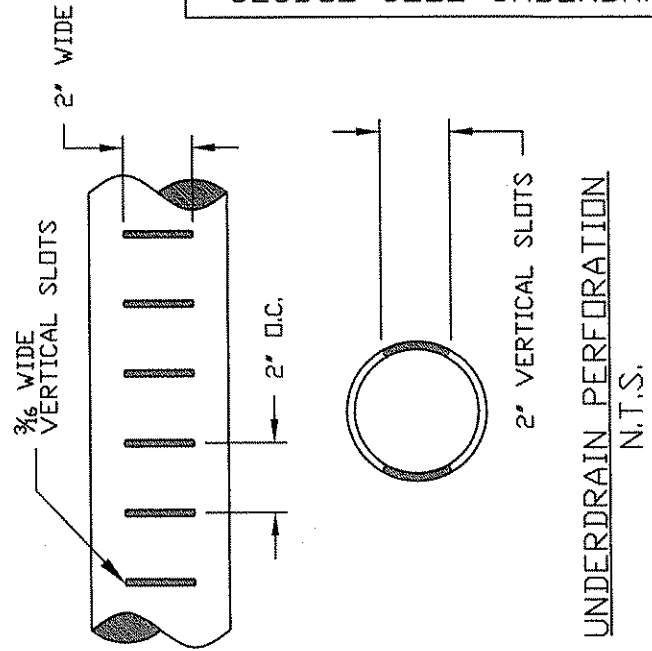
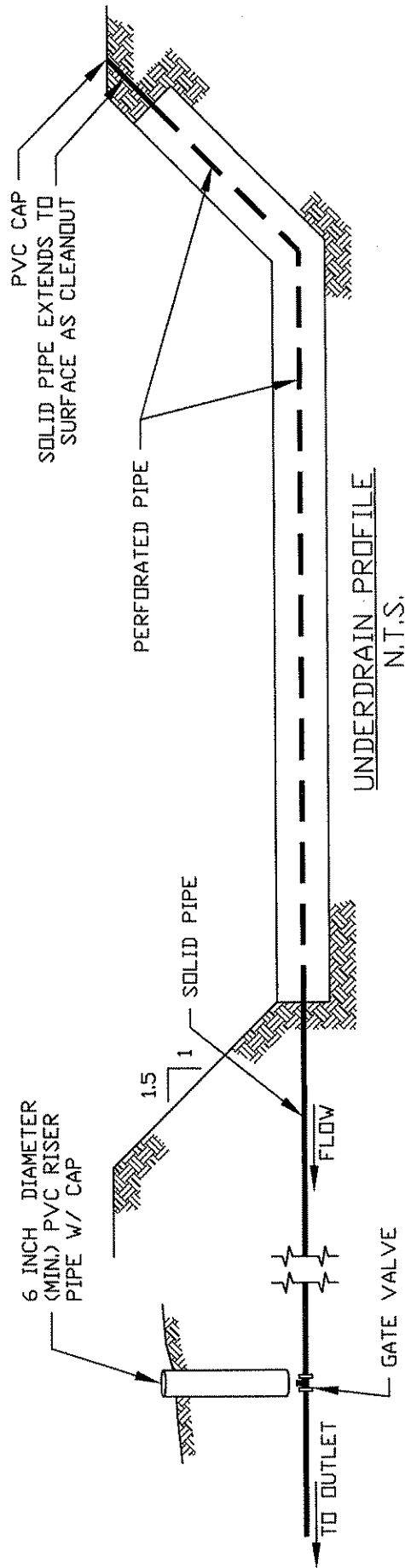
$\frac{1}{4} L$

CURTAIN
BAFFLE

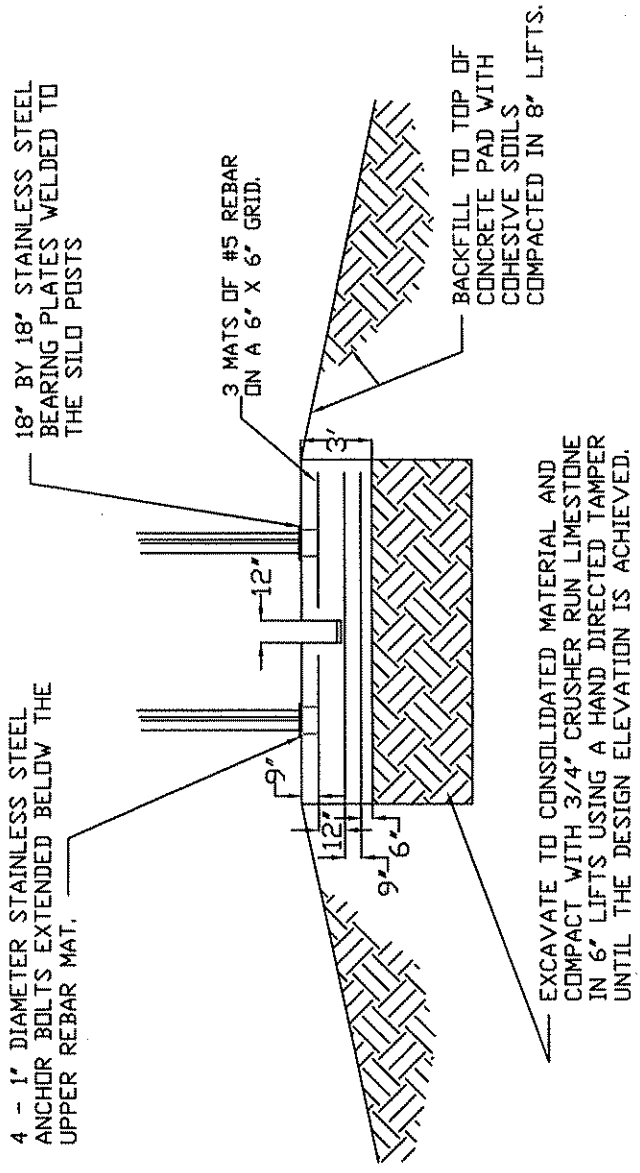
ENTRANCE
CHANNEL



SLUDGE CELL UNDERDRAIN



FOUNDATION DETAILS



CROSS -SECTION B-B'

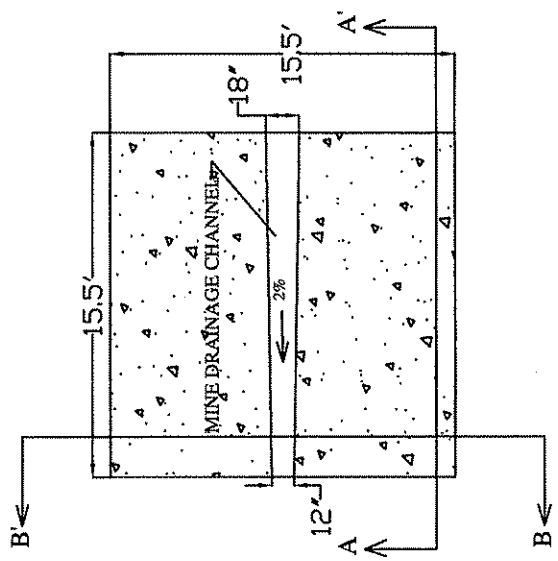
MOUNTING PLATE DETAILS

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

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

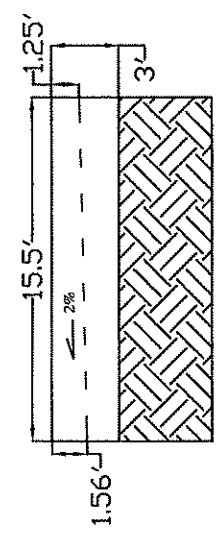
HOLES ARE 1 1/8" IN DIAMETER.

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



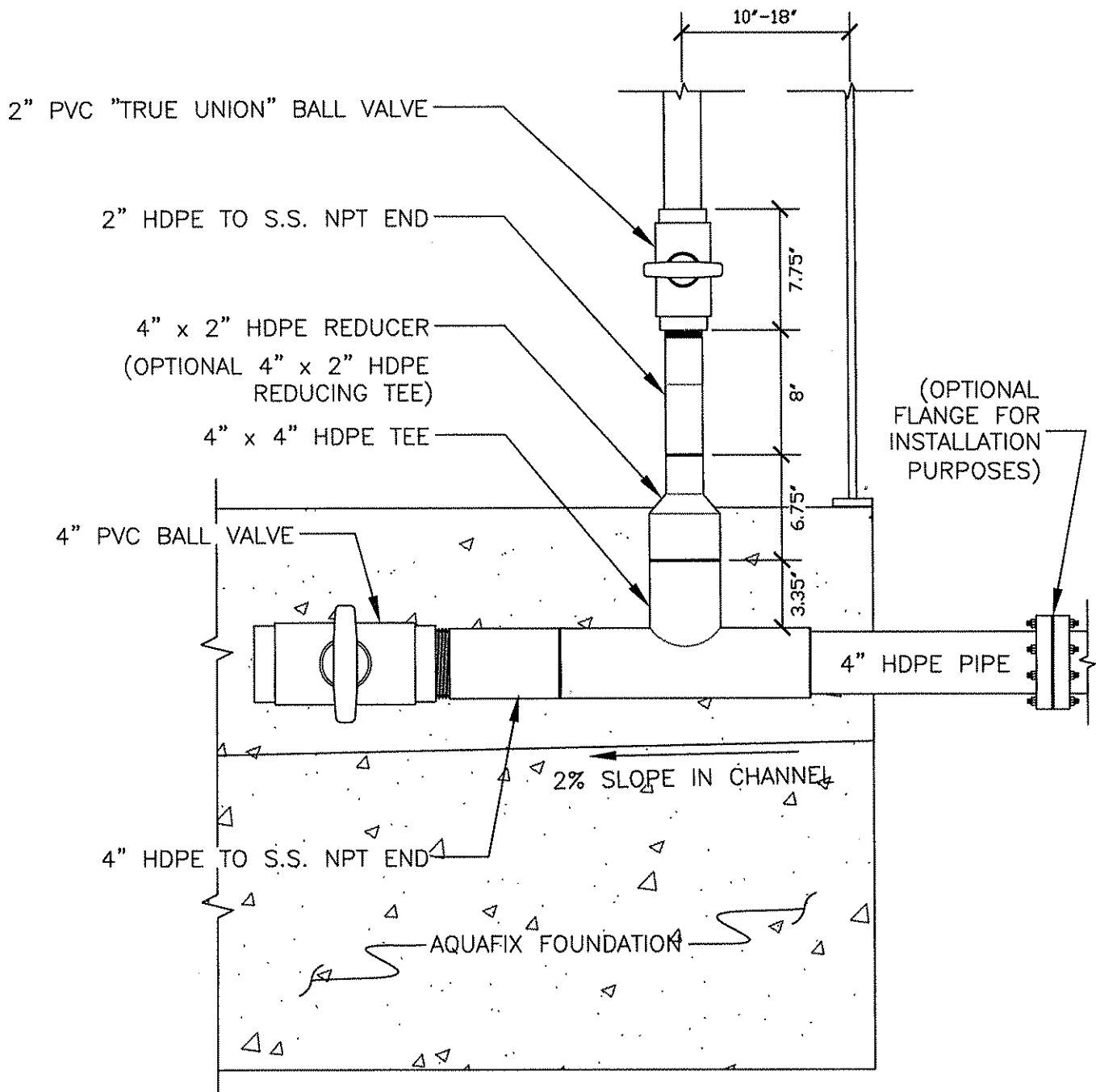
PLAN VIEW

DIRECTION OF WATER FLOW



CROSS -SECTION A-A'

DRIVE LINE SCHEMATIC



NOT TO SCALE

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

DEFINITIONS:

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

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

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

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

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

Agency _____
REQ.P.O# _____
073

BID BOND

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.**

BID BOND PREPARATION INSTRUCTIONS

074

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

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

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
_____ (C) of _____ (D), _____ (E),
as Principal, and _____ (F) of _____ (G),
_____ (H), a corporation organized and existing under the laws
of the State of _____ (I) with its principal office in the City of
_____ (J), as Surety, are held and firmly bound unto The State
of West Virginia, as 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

(Name of Principal)
By _____
(Must be President or
Vice President)

Title

(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 and a Power of
Attorney must be attached.