



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
DEP15190

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 10/14/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE ALL REQUIRED LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF SANDRIDGE COAL LLC, NOW UNDER REVOKED PERMIT NUMBER(S) UO-401, PER THE FOLLOWING DRAWINGS & SPECIFICATIONS, BID REQUIREMENTS, AND TERMS & CONDITIONS.</p> <p>THIS SITE CONSISTS OF APPROXIMATELY 12.0 ACRES AND IS LOCATED NEAR CENTURY, WV IN BARBOUR COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 10/28/10 AT 10:00AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT AN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: FROM I-79 EXIT 115, TAKE SR20 APPROX 4 MI SOUTH TO SR57 EAST. GO APPROX 6.5 MI AND TURN RIGHT AT MOUTH OF ISAACS RUN (CR6). GO APPROX 1.0 MI TO 4-WAY INTERSECTION AND TURN LEFT THROUGH GATE. SITE IS AT TOP OF HILL.</p> <p>FROM US 119, TAKE SR57 WEST APPROX 5.1 MILES, TURN LEFT AT MOUTH OF ISAACS RUN (CR6), GO APPROX 1.0 MILES TO A 4-WAY INTERSECTION, TURN LEFT THROUGH GATE, SITE AT TOP OF HILL.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p>						

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

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

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	REV. 11/00			CONTRACTORS LICENSE		
<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 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:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>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</p>						

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<p>DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p>						

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C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES. 2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF: A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR, B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS. 3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56. REV. 10/01/01 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET.,						

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

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				NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA		
				THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING 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		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFO NUMBER
DEP15190

PAGE
10

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
10/14/2010				

BID OPENING DATE: **11/18/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 </p> <p>NO. 2 </p> <p>NO. 3 </p> <p>NO. 4 </p> <p>NO. 5 </p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



State of West Virginia
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Request for Quotation

RFQ NUMBER
DEP15190

PAGE
11

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
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 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/14/2010				

BID OPENING DATE: 11/18/2010 BID OPENING TIME 01:30PM

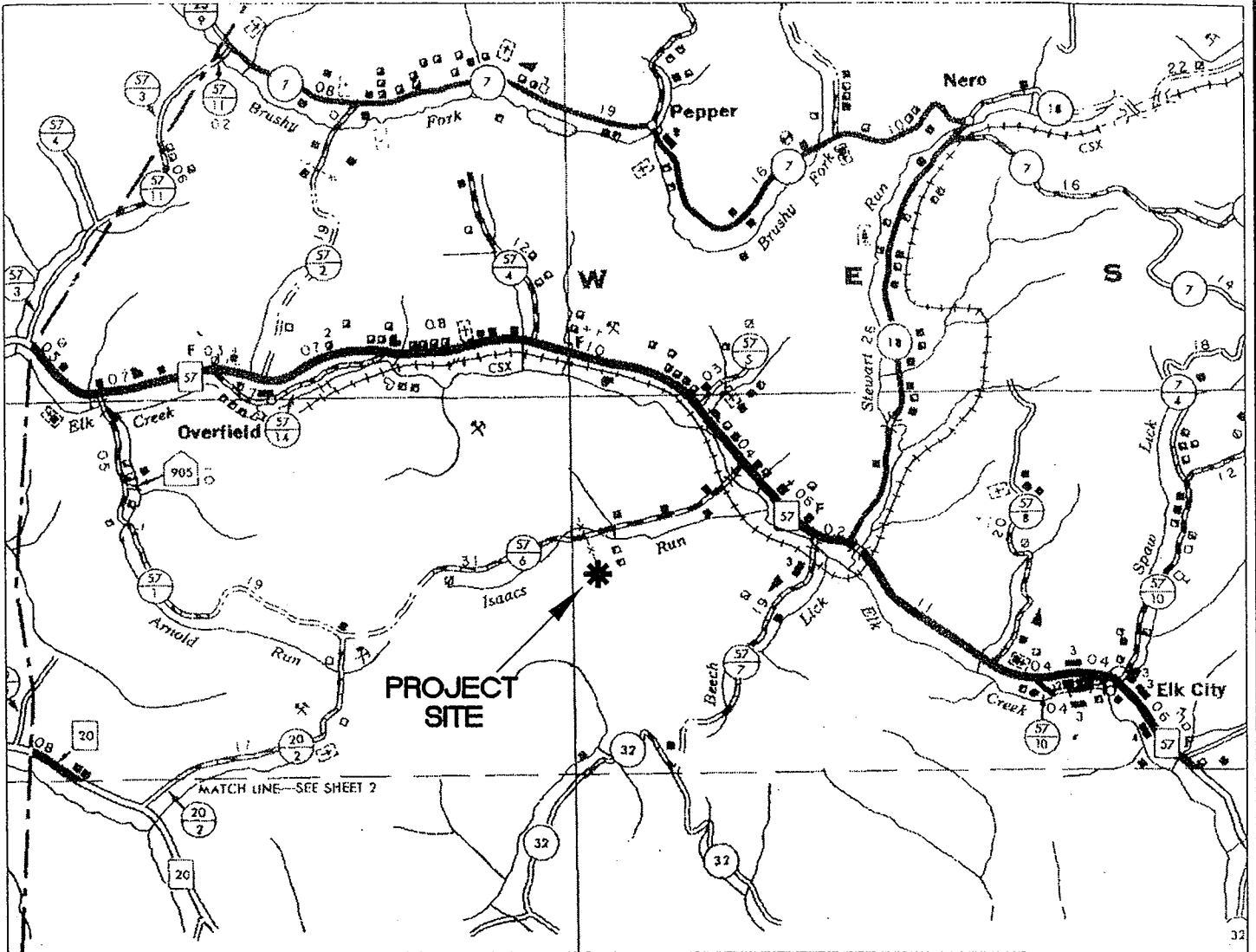
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 11/96					
	<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP15190</p> <p>BID OPENING DATE: 11/18/2010</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>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

BUYER CB-23	PAGE	REQ. or P.O. No. DEP 15190
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LOCATION MAP



DIRECTIONS:

FROM I-79 EXIT 115, TAKE SR20 APPROX. 4 MILES SOUTH TO SR57; THEN SR57 EAST APPROX. 6.5 MILES; TURN RIGHT AT MOUTH OF ISAACS RUN (CR6); GO APPROX. 1.0 MILES TO 4-WAY INTERSECTION, TURN LEFT THROUGH GATE, SITE AT TOP OF HILL.

FROM US 119, TAKE SR57 WEST APPROX. 5.1 MILES; TURN LEFT AT MOUTH OF ISAACS RUN (CR6); GO APPROX. 1.0 MILES TO 4-WAY INTERSECTION, TURN LEFT THROUGH GATE, SITE AT TOP OF HILL.



SANDRIDGE COAL, LLC

DEP Permit No. UO-401

GENERAL LOCATION MAP

TAKEN FROM BARBOUR COUNTY HIGHWAY MAP

0 1 2 3 Miles



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WV-36a STATE OF WEST VIRGINIA
REV. 5-26-09 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 SANDRIDGE COAL, LLC Permit UO-401, 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 main access road shall be developed in accordance with bid item #3.0. If, fuel and lubricants are to be stored on site, bid item #2.0 (Spill Containment Area) 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 #10.0, accompanying specifications and as shown on the plans shall be installed.
3. Concurrent and continuous reclamation shall begin at Point A as shown on the site plan and shall end at Point C. Backfill is required for highwall area as shown in attached plans, per bid item 6.0. Regrading and topsoiling is required for all disturbed areas, per bid item 7.0. Revegetation and soil improvement is required for all disturbed areas, per bid item 9.0. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (bid item 11.0)
5. The existing main haul/access roadway from turnoff from County Rt. 6 up to Point A will be maintained as necessary, per bid item 3.0. Access from County Rt. 6 through the site during construction will be required to allow adjacent property owners continual all-weather access. See the attached plans and or specifications.
6. Construct and install four (4) deep mine seals, per bid items 4.0 and 5.0. Two (2) seals will be wet type seals. Two (2) seals will be dry type seals. Wet seals #1 and #2 drain pipe will extend outward past the toe of the seals, combine in to one line and discharge in to a collection V-Ditch as shown in the attached plans and/or specifications. A cleanout will be provided for the line from each seal.
7. Excavate borrow material from designated spoil borrow areas per bid item 6.0. Spoil material will be excavated first from Office Trailer Area to designated limits. Additional spoil material needed to complete reclamation of the Cut-through Area will then be removed from the existing contour mining Highwall Backfill Area. Existing highwall borrow area shall not be excavated beyond being able to leave the highwall at a 2h:1v terraced slope. See the attached plans and or specifications.
8. Backfill and eliminate mining highwall within the designated project area, per bid item 6.0. Utilize all available materials from the two designated borrow areas to backfill the existing highwall to the maximum extent possible, per the attached plans and specifications.
9. Construct approximately 220 L.F. of grouted riprap Ditch #CT-1a (per bid item 12.0) to collect surface water from above the site and convey it to Ditch CT-1. See the attached plans and/or specifications.

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10. Construct approximately 1150 L.F. of grouted riprap Ditches #CT-1, CT-2 and CT-3 (per bid item 13.0) to collect surface runoff from above and on the site and convey it to the existing pond prior to discharge off site. See the attached plans and/or specifications.
11. Construct approximately 170 L.F. of grouted riprap Ditch #H-1 (per bid item 14.0) to collect surface runoff from the adjacent contour mining and highwall backfill borrow area and convey it to the existing pond prior to discharge off site. See the attached plans and/or specifications.
12. Construct approximately 150 L.F. of grouted riprap Ditch #H-2 (per bid item 15.0) to collect and convey surface water runoff from above the mine site down across the backfill and to discharge into Ditch #H-1. This ditch will be constructed on a 38 percent grade and grouted throughout. See the attached plans and / or specifications.
13. The existing access road (beginning at/near Point B, ending at/near Point C) will be removed during reclamation activities to facilitate excavation and backfilling operations. Also, the Pond Access Road will be reconnected to the Lower Access Road. A total of 1,350 LF of access roads will be reconstructed across the finished regraded site, per the attached plan for the Lower, Pond and Upper access roads (per bid item 16.0). Access through the site during construction will be required to allow adjacent property owners access. The existing gate at the far end of the project area will be protected to provide continuous security to the adjacent properties.
14. Remove all buildings, trailers, junk, concrete pads, metal and debris from the site and dispose of in an approved manner, per bid item 18.0. This work includes removal of water well equipment and casing and complete grouting of the water well next to the bath house trailer. This item also includes removal and disposal of all equipment and piping associated with the septic system and water well plus grouting of the water well. Receipts will be provided to the on-site DEP representative as proof of proper disposal.
15. Remove existing power and phone lines and poles on the entire project area, including fencing and support structures at the on-site sub-station per bid item 19.0. This work includes installing proper anchorage at the last pole structure up-line from the sub-station. Also, remove existing transformers, switches and other auxiliary power supply equipment associated with utilities, installed or deposited on-ground. Disposal of any materials will be performed in an approved manner. Receipts will be provided to the on-site DEP representative as proof of proper disposal.
16. Regrade and revegetate approximately twelve point zero (12.0) acres, per bid item 9.0, according to the attached plans and/or specifications, using the standard seed and fertilizer mixtures listed.

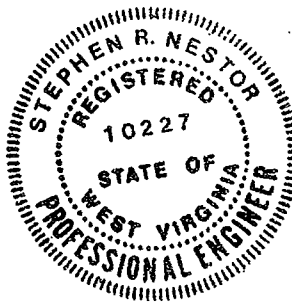
BUYER CB-23	REQ. OR PO NO. DEP15190
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 VENDOR:

CERTIFICATION

SANDRIDGE COAL, LLC
 PERMIT UO-401

I, Stephen R. Nestor, 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.



Stephen R. Nestor
 Registered Professional Engineer WV No. 10227

SEAL

Date: 9/1/10

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.

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VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		BID SCHEDULE		
		PERMIT NAME: <u>SANDRIDGE COAL, LLC</u>		
		PERMIT NUMBER(S): <u>UO-401</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	LUMP SUM	<u>MAIN ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
4.0	<u>2</u> EA	<u>WET MINE SEAL</u>	\$ _____ PER EA	\$ _____
4.1	<u>480</u> LF	<u>12-INCH SOLID HDPE DR-17 MINE SEAL PIPING</u>	\$ _____ PER LF	\$ _____
4.2	<u>700</u> LF	<u>MINE SEAL OUTLET DITCH</u>	\$ _____ PER LF	\$ _____
5.0	<u>2</u> EA	<u>DRY MINE SEAL</u>	\$ _____ PER EA	\$ _____
6.0	LUMP SUM	<u>EXCAVATION AND BACKFILLING</u>	LUMP SUM	\$ _____
7.0	<u>12.0</u> AC	<u>REGRADING</u>	\$ _____ PER AC	\$ _____
8.0	<u>12.0</u> AC	<u>TOPSOILING</u>	\$ _____ PER AC	\$ _____
9.0		<u>REVEGETATION</u>		
9.1	<u>12.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ _____ PER AC	\$ _____

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9.2	<u>12.0</u> AC	<u>FERTILIZER</u>	\$ _____	\$ _____
			PER AC	
9.3	<u>12.0</u> AC	<u>MULCH</u>	\$ _____	\$ _____
			PER AC	
9.4	<u>12.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ _____	\$ _____
			PER AC	
10.0	<u>3000</u> LF	<u>STORMWATER MANAGEMENT - SILT FENCE/HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ _____	\$ _____
			PER LF	
11.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
12.0	<u>220</u> LF	<u>GROUTED RIPRAP DITCH #CT-1a</u>	\$ _____	\$ _____
			PER LF	
13.0	<u>1150</u> LF	<u>GROUTED RIPRAP DITCHES #CT-1, CT-2, CT-3</u>	\$ _____	\$ _____
			PER LF	
14.0	<u>170</u> LF	<u>GROUTED RIPRAP DITCH #H-1 W/DRIVE-THROUGH</u>	\$ _____	\$ _____
			PER LF	
15.0	<u>150</u> LF	<u>GROUTED RIPRAP DITCH #H-2</u>	\$ _____	\$ _____
			PER LF	
16.0	<u>1350</u> LF	<u>RECONSTRUCT LOWER, POND & UPPER ACCESS ROADS</u>	\$ _____	\$ _____
			PER LF	
17.0	<u>50</u> TN	<u>INCIDENTAL STONE</u>	\$ _____	\$ _____
			PER TN	
18.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ _____
19.0	LUMP SUM	<u>UTILITIES - LINES, STRUCTURES & EQUIPMENT</u>	LUMP SUM	\$ _____
		TOTAL PERMIT _____		\$ _____

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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. Sign shall be installed prior to commencement of construction work. 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, including the construction of all temporary access roads, necessary to begin work on a substantial phase of the Contract. The location of Contractor's office and operational areas shall be approved by Department of Environmental Protection (WVDEP).

DEMOBILIZATION

Prior to demobilization, an inspection shall be conducted by the WVDEP and the Contractor to insure compliance with contract performance. Once compliance is ascertained, demobilization activities can be initiated and completed. Demobilization consists of the removal from the site of all equipment, supplies and personnel after completion of the work including cleanup of all rubbish and waste materials generated during the construction of this project and restoration of any damage to existing site improvements resulting from the Contractor's activities at the site. Project sign shall be left on-site after project completion. Demobilization shall be totally completed before the invoice for payment shall be processed.

PAYMENT

The lump sum bid for this item shall not exceed five percent (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 at the expense of the Contractor. 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 WVDEP designated onsite representative if acceptable results can be shown. Fuel tanks manufactured with secondary containment are desirable. Minimum secondary containment volume is 110 percent. See attached plans. (Bid limited to \$1,000.00 maximum.)

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3.0 MAIN ACCESS ROAD

The Contractor shall maintain the main access road (from turnoff from County Rt. 6 up to Point A) during the reclamation process to provide all-weather access on a well drained and stable surface. The access road to the reclamation site shall be graded, sloped, surfaced and maintained to drain to provide a stable road surface free of excessive mud and standing waters at all times while work is in progress. Dust control measures may be necessary if hauling creates airborne material. Snow and ice removal is to be included in this item.

The lump sum bid for this item shall not exceed five percent (5%) of the total bid for this permit. 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.

Payment shall be full compensation for doing all the work herein prescribed in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, and incidentals necessary to complete the work. Payment for road maintenance shall be paid at the completion of all work under this Contract and final acceptance by DEP.

4.0 WET MINE SEAL

This work consists of excavating the mine opening and installing a wet mine seal in mine portals #1 and #2 to the lines and grades as shown on the attached drawings. Each seal will consist of a stone bulk head which completely fills the opening and include a perforated drain pipe. The final stone seal shall be wrapped in filter fabric (see fabric specifications, below). A layer of compacted soil backfill shall be placed over the filter fabric at a finished 2h:1v slope.

Seals shall be installed and remain uncovered for visual inspection by DEP prior to the continuation of the associated general site backfilling activities. Payment for each wet mine seal is for complete installation and **VERIFIED BY DEP** with adequate photo documentation. (See attached details)

PIPING

Drain pipe for the bulkhead seal will consist of perforated 12-inch HDPE DR-17 pipe extending to within one-foot (1') of the outer edge of the stone bulkhead and non-perforated 12-inch HDPE DR-17 pipe extending to the edge of the compacted earthen cover. The pipes will be fitted with perforated tees with animal guards and fitted with steel plates.

BEDDING & COVER STONE

Bedding and cover layer aggregate for the 12-inch mine discharge pipe shall consist of hard durable sandstone or limestone and shall have a d_{50} of 0.5-inches and conform to WVDOT approved crusher run. The rock shall range in size from 1/4-inch minimum to 1-inch maximum diameter with no more than 5% by weight less than 1/4-inches. Crusher run shall have a maximum weighted loss of 30 percent when subjected to 5 cycles of the sodium sulfate soundness test as outlined by ASTM C88. Bedding thickness shall be 6-inches (6") and cover thickness over the pipe shall be a minimum of 12-inches (12") prior to placing of the bulkhead stone.

BULKHEAD STONE

The stone shall consist of No. 4 non-calcareous crushed stone in accordance with ASTM C-33. Any stone considered for use must first be visually approved by the WVDEP. The gravel shall have a soundness

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resistance of maximum 15% loss when subjected to 5 cycles of the sodium sulfate test in accordance with ASTM C-88.

FILTER FABRIC

General: Engineering fabric shall be of the nonwoven or woven type (e.g. TerraTex No. 4 or an approved equal) and consists of a pervious sheet of polymeric fibers oriented into a stable network such that the fibers retain their relative positions with respect to each other. The fabric shall be mildew and rot resistant, and shall be free of any treatment or coating which might detrimentally alter its physical properties. The fabric, including the edges or the ends of the rolls, shall be protected during shipment and storage from ultra violet rays, temperature greater than 140° F and contaminants such as mud, dust, etc.

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

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

1. All numerical values represent minimum average roll values (i.e., any roll in a lot shall meet or exceed the minimum value in the table)
2. No opening greater than a #50 U.S. Sieve.
3. Minimum in weakest principal direction.
4. Tension testing machine with ring clamp, steel ball replaced with 5/16 inch diameter solid steel cylinder with either a flat or hemispherical tip centered within the ring clamp.

4.1 12-INCH SOLID HDPE DR-17 MINE SEAL PIPING

Drain pipe shall be installed connecting from the mine portal seal pipe to the final discharge point. Pipe will be 12-inch (12") solid HDPE DR-17 pipe. Each seal shall also be equipped with a cleanout extending to the toe of the backfill along the reconstructed upper access road, as shown on the attached plans.

Pipe shall be laid in a trench as also shown on the attached plan as cut into the bedrock as necessary to achieve the final grade. Regardless of relation of pipe invert elevation to existing ground, pipe shall be laid upon a minimum 6" bedding of clean sand up to the springline. Pipe shall then be covered with a minimum 12-inches of compacted earth, free of stones larger than 3-inches, prior to proceeding with general site backfilling operations. Outlet of pipe will be protected with a 4-foot wide by 3-foot high by 6-inch thick concrete (WVDOT Class B) headwall (including 30-degree wing walls). Pipe invert shall be formed into the headwall at 4 to 6-inches from the bottom with end of pipe protruding 6-inches from the headwall.

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4.2 MINE SEAL OUTLET DITCH

Provide all materials, excavate and construct ditch as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Ditch shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on-site conditions. The ditch is a V-ditch shape with 2h:1v side slopes, two (2) feet deep and a top width of eight (8) feet.

R-5 limestone riprap shall be placed at a thickness of 1.5 feet. Twenty-five percent (25%) of the rock will be twelve (12) inches or larger. Ten percent (10%) of the rock shall be no smaller than four (4) inches. The remaining sixty-five percent (65%) of the rock shall be well graded between four (4) and twelve (12) inches. In-place rammed or hammered rock shall be acceptable.

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.

Grout key will be installed at the outlet of the ditch. See the attached drawings for exact location of grout key.

5.0 DRY MINE SEAL

This work consists of excavating the mine opening and installing a wet mine seal in mine portals #3 and #4 to the lines and grades as shown on the attached drawings. Each seal will consist of a stone bulk head which completely fills the opening. The final stone seal shall be wrapped in filter fabric (see bulkhead stone and filter fabric specifications under 4.0 Wet Mine Seal, above). A layer of compacted soil backfill shall be placed over the filter fabric at a finished 2h:1v slope.

Seals shall be installed and remain uncovered for visual inspection by WVDEP prior to the continuation of the associated general site backfilling activities. Payment for each dry mine seal is for complete installation and VERIFIED BY DEP with adequate photo documentation. (See attached details)

6.0 EXCAVATION AND BACKFILLING

GENERAL

- A. This work shall consist of the required removal, placement, and proper utilization or disposal of all materials and the sloping and finishing of the excavation and embankment areas to the lines, grades, cross sections, and contours as shown in the Drawings or as directed by the WVDEP.
- B. Earthwork shall include excavation to the designated depth, transporting of excavated materials from points of removal to points of final placement and the shaping and finishing of all areas to the required lines, grades, and proposed contours as shown on the Drawings.

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- C. Excavation: All site excavation is unclassified. It is anticipated that the material excavated on site will be random material consisting of rock, soils, and granular material. Other borrow material will be designated as unclassified material for use in the embankment.
- D. Over-Excavation: Material excavated below the indicated limits, except when directed by the WVDEP, shall be replaced with material satisfactory to the WVDEP. Additional payment will not be made for unauthorized material removal or for any backfilling necessitated thereby. Additionally, payment will not be made for material excavated from beyond the limits of the design template.

CONSTRUCTION

- 1.1. All excavation and backfilling work shall be accomplished in a continuous concurrent manner on all surface disturbances within the original permit and associated disturbed areas as existing at bid showing;
- 1.2. Prior to excavation of the office/trailer area, the water well located on site is to be reclaimed by removing all casing and pumping equipment and the well 100% grouted (to be performed and paid under Structure and Debris Removal, Item 17.0). Also, removal and disposal of all equipment and piping associated with the septic system shall be completed under Item 17.0.
- 1.3. Prior to excavation of the Highwall Borrow Area and Office Trailer Area, all material qualifying for use as topsoil shall first be removed and stockpiled for later use on final regraded areas. Additional materials determined suitable for use as topsoil may also be salvaged from spoil previously stored against the highwall within the cut-through area. All materials selected as topsoil and location(s) of topsoil stockpiles shall be as approved by the DEP on-site representative. Costs of all topsoil salvaging, stockpiling and redistribution shall be paid under Topsoiling, Item 8.0.
- 1.4. Prior to backfilling operations within the area of wet mine seals #1 and #2, the mine seals shall be completed to the acceptance of WVDEP personnel. The mine seal drain pipe shall also be installed and covered to the acceptance of WVDEP personnel. Cleanouts may be progressively completed as the fill is raised.
- 1.5. The Contractor shall make reasonable effort to construct the project uniformly and in accordance with the Drawings and Specifications. The Contractor shall maintain and protect areas where material is to be placed in a satisfactory condition at all times until final completion and acceptance of all work under the Contract. The Contractor shall remove from the unstable areas, any material that the WVDEP considers objectionable and shall refill the areas as directed, at no additional cost to the WVDEP.
- 1.6. Preparation of Surface to Receive Material: No material shall be placed in any area until the area has been stripped and undercut as specified and the surface has been approved by the WVDEP. The Contractor shall keep the area free from water or unacceptable materials after placement operations have started.
- 1.7. Lifts: The Contractor shall place material in areas of fill in approximately horizontal lifts extending the entire length and width of the area. To insure that this can be accomplished, the Contractor will

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perform the required excavation (or borrow as applicable) in a sequence which will provide the proper material being available at the time required for proper utilization in the area of the fill.

1.8. Placing/Spreading: Embankment and rock material shall be placed and spread as follows:

- a. The distribution throughout the area of fill shall be such that the fill will be free from voids, pockets and bridging of material. The combined excavation and embankment placement operations shall be such that the materials, when compacted, will be blended sufficiently to secure the best practicable degree of compaction and stability. Successive loads of material shall be dumped so as to produce the best distribution of the material.
- b. Fill material shall be compacted in a progressive backfilling manner with mechanical equipment to ensure stability of backfill material. Lifts are not to exceed one-foot (1') in thickness. Thicker lifts up to two-feet (2') in thickness may be permitted depending on compaction equipment utilized, upon approval of the designated WVDEP on-site representative.
- c. No soil material placed in a fill area by dumping in piles or windrows shall be incorporated in a layer in that position, but shall be moved and spread by blading or similar approved methods.
- d. Material in the form of large soil lumps or soil masses shall be pulverized by disking, harrowing or by the use of mechanical pulverizers prior to compacting.
- e. Material deposited on the fill that is too wet shall be removed or spread and permitted to dry, assisted by disking or blading if necessary, until the moisture content is reduced to the specified limits.
- f. Frozen material will not be placed in any fill.
- g. Black, coaly or potentially contaminated materials will be blended with clean backfill materials or isolated in the backfill area(s) as designated by WVDEP/OSR onsite representatives. The finished backfill will be tracked and graded to a maximum two horizontal to one vertical (2H:1V) slope. Backfilling shall cease during periods of adverse site conditions. (For example: excessive soil moisture)

There shall be no slope movements (landslides) at the end of the General Warranty Period, which is one year from the date of project acceptance. There shall be no excessive settlements at the end of the General Guaranty Period. The Contractor shall be fully responsible for ALL corrective earthwork activities required to mitigate slope movements and excessive settlements. The WVDEP shall incur no additional expense for Contractor's remedial earthwork activities.

7.0 REGRADING

Concurrent regrading shall immediately follow backfilling and shall prepare the excavated and

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backfilled areas for final distribution of topsoil materials. This item shall include the elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps and the grading of spoil and/or fill materials and borrow areas. Regrading shall be conducted prior to and in preparation for the TOPSOILING item.

8.0 TOPSOILING

Soil material will be the spreading and distribution of topsoil or the best available material, as identified by the WVDEP designated on-site representative, to support vegetation in a smooth uniform manner.

Prior to excavation of the Highwall Borrow Area and Office Trailer Area, all material qualifying for use as topsoil shall first be removed and stockpiled for later use on final regraded areas. Additional materials determined suitable for use as topsoil may also be salvaged from spoil previously stored against the highwall within the cut-through area. All materials selected as topsoil and location(s) of topsoil stockpiles shall be as approved by the DEP on-site representative.

Final surface materials shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Topsoil presently stockpiled or spread on site shall be preserved and spread on the final fill surface. In the absence of existing or stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Topsoiling shall be conducted prior to and in preparation for the REVEGETATION item.

9.0 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. Agricultural lime shall be applied at a rate of 1.5 tons per acre and incorporated into the soil prior to application of the seed fertilizer mixture. The cost of the lime seed, and fertilizer will be inclusive to the cost of revegetation. 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 WVDEP designated on-site representative.

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, however, no additional monetary compensation will be awarded.

Areas outside the limits of construction, disturbed by the Contractor, shall be revegetated by the Contractor at no expense to WVDEP. 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 WVDEP designated onsite representative.

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It shall be the Contractor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation cover is established. The acreage quantities in this Contract are provided 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 most current edition of the West Virginia Surface Mining Reclamation Regulations will apply.

Equipment for the re-tracking/scarification to eliminate rills and gullies shall be mobilized and utilized to produce slopes consistent with the REGRADING and TOPSOILING bid items prior to warranty reseeding. No additional payment will be made by WVDEP for this warranty work.

MATERIALS REQUIRED:

9.1 AGRICULTURAL LIME

Unless otherwise specified, all lime used for REVEGETATION shall be registered with the West Virginia Department of Agriculture, have an 85% minimum calcium carbonate equivalent, and meet the fineness classification no larger than that for ground 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 1.5 tons/acre.

9.2 FERTILIZER

Fertilizer rates given for REVEGETATION are for 1,500 lbs. of 10-20-20 per acre. These rates are minimum and for bidding purposes.

Fertilizer shall be applied evenly and uniformly distributed over the treated area. Common complete

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fertilizers which meet the minimum standards are acceptable.

9.3 MULCH

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

Mulch: Wood Fiber @ 1.0 ton/acre
Hay or Straw: May be substituted at a rate of 2 tons/acre

9.4 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.

<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 (lbs) per acre.

² Herbaceous legumes must be treated with the appropriate bacterium before seeding.

³ Spring mix.

⁴ Fall mix.

10.0 STORMWATER MANAGEMENT - SILT FENCE AND HAYBALE DIKE

Disturbed areas which have storm water runoff and do not pass through a sediment control structure or other areas where excess sedimentation is to be controlled shall utilize the following Best Management Practice (BMP) methods to manage storm water runoff. (For more information on BMP methods go to the WVDEP website <http://www2.wvdep.org/dwwm/stormwater/BMP.htm> and click on **BMP Manual**. The WV Erosion and Sediment Control Best Management Practice Manual may be accessed or printed.)

Construction activities on this site have been registered with the West Virginia Division of Water and Waste Management under an NPDES Stormwater Pollution Prevention Plan issued to the Office of Special Reclamation. The drawings and specifications are prepared with all sediment controls anticipated to keep the project within the requirements of the approved plan. However, any adjustments needed to be made to this plan during the execution of this project in order to maintain, at a minimum, compliance with said permit shall be the Contractor's responsibility and expense at no additional cost to WVDEP. Any adjustments to the sediment controls described herein will be at the discretion and prior approval of the WVDEP on-site representative.

This item has a Maximum Bid of \$5.00/LF of silt fence and hay bale material installed on site.

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CONSTRUCTION - Approximately 3000 LF of silt fence and hay bale dike are proposed for this project, as shown on the attached site plan. Construction of all sediment controls shall comply with the following:

1. Silt fence shall be utilized on perimeter barriers and internally as shown on the plans. Silt fence shall be properly removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. Silt fence shall be installed per the manufacturer's recommendations. See the attached drawing for further details.
2. Silt fence shall be placed on the contour. On slopes with grades greater than seven (7%) percent, the silt fence should be located at least five (5) to seven (7) feet beyond the base. Turn the ends of the silt fence upslope so that a certain depth of storm water may be retained in front of the silt fence. The impounded depth should be at least twelve (12) inches, but no more than the height of the silt fence. Hay bale dike shall be staked in place at the end of the row of silt fence as an emergency overflow. This will allow detained water, exceeding the capacity of the silt fence, to be filtered and released quickly. Silt fence shall not be installed in streams or swales or in any area where there is a reasonable chance of concentrated flow. In areas where concentrated flows can be expected, use haybale dike with the construction of sumps. **The bottom edge of silt fence shall be entrenched and backfilled.**
3. The silt fence should be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter cloth should be spliced together only at a supporting post, with a minimum six (6) inch overlap and securely sealed. See Silt Fence Details and installation requirements. Payment for silt fence will be per linear foot installed. Cost of the silt fence shall include the removal from the project upon stabilization and permanent vegetation being established.
4. Rock filtered outlets are to be placed in the silt fencing as needed to control areas exhibiting concentrated flows to prevent breaching of the fence. Outlets are to be placed at locations per direction of the DEP on-site representative. See attached detail 'Rock Filter Outlets'.
5. Hay bales shall be utilized on internal areas, as a supplement to silt fencing, to control areas where excess runoff may create excessive erosion and instability, per the direction of the DEP on-site representative. For slope stability, place bales on the contour; at the top of cuts; and at the toe of slopes. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
6. Bales shall be securely anchored in place by wooden stakes driven through the bales. No rebar shall be used to anchor bales. Stakes shall be removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. The first stake in each bale shall be driven toward the adjacent previously laid bale to force the bales together. See attached drawing for additional details.
7. Construction of sediment control sumps before culvert inlets and/or rock check dams in ditch lines (see attached drawing) may become necessary to supplement the silt fence and hay bale dikes. These items shall be installed as shown on the attached plans and at other determined locations upon request of the WVDEP designated onsite representative. Sumps and rock check dams shall be incidental to this bid item.

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INSPECTION - Inspect all erosion and sediment controls before anticipated storm events (or series of storm events such as intermittent showers over one or more days) and within twenty-four (24) hours after the end of a storm event greater than 0.5 inches per 24-hour period, and at least once every seven (7) calendar days. Where sites have been finally or temporarily stabilized, such inspection may be conducted only once per month.

MAINTENANCE - Sediment should be removed once it has accumulated to one-half (1/2) the original height of the barrier or one-half (1/2) the sediment capacity of any particular control structure. Filter fabric should be replaced whenever it has deteriorated to such an extent that the effectiveness of the fabric is reduced (approximately six (6) months). Silt fence should remain in place until disturbed areas have been permanently stabilized. All sediment accumulated at the fence should be removed and properly disposed of before the fence is removed.

PAYMENT – Payment will be by the linear foot installed. **Price of the silt fence and hay bales shall also include the removal of all such materials from the project upon stabilization and permanent vegetation being established**, per direction of the DEP on-site representative.

11.0 CONSTRUCTION STAKEOUT

This work shall consist of furnishing, placing, and maintaining construction layout stakes necessary for the proper execution of the work required under the Contract, production of as-built drawings, and of performing topographic surveys and obtaining surveyed cross-sections for accurate determination of completed project layout. Construction stakeout shall be under the supervision of a Registered Professional Engineer or Licensed Land Surveyor and all drawings signed and/or sealed by such. The Department shall provide control points for initial layout of the work. (Shall not exceed 5% of the total bid for this permit.)

A. MATERIALS

Wooden stakes and other marking materials as described herein.

B. CONSTRUCTION METHODS

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

B(2). The Contractor shall provide field forces and shall set all additional stakes needed, such as offset stakes, reference point stakes, slope stakes, pavement and grade stakes, stakes for roadway drainage, sub-drains, trench drains, fence, culverts or other structures, supplementary bench marks and any other horizontal or vertical controls necessary to secure a correct layout of the work.

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

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

B(5). The Contractor shall survey cross-sections and/or profiles in areas of excavation and backfilling as necessary to permit accurate determination of finished project layout. The locations and spacing of cross-sections and profiles shall be as approved or as directed by the WVDEP representative. Cross-sections and profiles shall be surveyed at the completion of excavation and backfilling.

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

12.0 GROUTED RIPRAP DITCH CT-1a

Provide all materials, excavate and construct ditch and grout keys as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Ditch shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on-site conditions. The ditch is a V-ditch shape with 2h:1v side slopes, two (2) feet deep and a top width of eight (8) feet.

R-5 limestone riprap shall be placed at a thickness of 1.5 feet. Twenty-five percent (25%) of the rock will be twelve (12) inches or larger. Ten percent (10%) of the rock shall be no smaller than four (4) inches. The remaining sixty-five percent (65%) of the rock shall be well graded between four (4) and twelve (12) inches. In-place rammed or hammered rock shall be acceptable.

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.

Grout keys will be installed at the inlet and outlet of the ditch. See the attached drawings for exact location of grout keys.

13.0 GROUTED RIPRAP DITCHES CT-1, CT-2, CT-3

Provide all materials, excavate and construct ditch and grout keys as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Ditch shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on-site conditions. The ditches are trapezoidal shape with 2h:1v side slopes, approximately three and one-half (3-1/2) feet deep, a bottom width of five (5) feet and a top width of approximately nineteen (19) feet.

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R-5 limestone riprap shall be placed at a thickness of 1.5 feet. Twenty-five percent (25%) of the rock will be twelve (12) inches or larger. Ten percent (10%) of the rock shall be no smaller than four (4) inches. The remaining sixty-five percent (65%) of the rock shall be well graded between four (4) and twelve (12) inches. In-place rammed or hammered rock shall be acceptable.

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.

Grout keys will be installed at the inlet, outlet and at other various critical locations of the ditch. See the attached drawings for exact location of grout keys.

14.0 GROUTED RIPRAP DITCH #H-1 W/DRIVE-THROUGH

Provide all materials, excavate and construct ditch and grout keys as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Ditch shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on-site conditions. The ditches are trapezoidal shape with 2h:1v side slopes, a bottom width of four (4) feet and a top width of approximately thirteen (13) feet. The drive-through portion of the ditch will also be a trapezoidal shape with 5h:1v side slopes, two (2) feet deep, a bottom width of ten (10) feet and a top width of approximately thirty (30) feet.

R-5 limestone riprap shall be placed at a thickness of 1.5 feet. Twenty-five percent (25%) of the rock will be twelve (12) inches or larger. Ten percent (10%) of the rock shall be no smaller than four (4) inches. The remaining sixty-five percent (65%) of the rock shall be well graded between four (4) and twelve (12) inches. In-place rammed or hammered rock shall be acceptable.

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.

A grout key will be installed at the inlet of the ditch. See the attached drawings for exact location of grout key.

15.0 GROUTED RIPRAP DITCH #H-2

Provide all materials, excavate and construct ditch and grout keys as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Ditch shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on-site conditions. The ditch is a V-ditch shape with 2h:1v side slopes, two (2) feet deep and a top width of eight (8) feet.

R-5 limestone riprap shall be placed at a thickness of 1.5 feet. Twenty-five percent (25%) of the rock

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will be twelve (12) inches or larger. Ten percent (10%) of the rock shall be no smaller than four (4) inches. The remaining sixty-five percent (65%) of the rock shall be well graded between four (4) and twelve (12) inches. In-place rammed or hammered rock shall be acceptable.

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.

A grout key will be installed at the inlet and outlet of the ditch. See the attached drawings for exact location of grout keys.

16.0 RECONSTRUCT LOWER, POND & UPPER ACCESS ROADS

These required roads will be a total of approximately 1350 LF, reconnecting the existing access roads across the project area. Accompanying plans show the details of the reconstruction 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 WVDEP 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 (3½ to 1½ inches). The No. 1 stone shall then be covered with 1½ inch crusher run limestone so that the surface is choked off and a three (3) inch minimum layer remains on top. The completed roads shall have a minimum surface width of twenty (20) feet for the lower access road feet and sixteen (16) feet for the upper access road. 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 existing private gate at the southern end of the project area will be protected and/or replaced as necessary to facilitate the reclamation activities, while providing continuous access and security to properties beyond the project boundary.

Payment shall be for completed length of road and acceptance by WVDEP.

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17.0 INCIDENTAL STONE

Based on site-specific conditions encountered, additional stone may be utilized for construction of rock check dams, ditch checks or rock filter outlets with the silt fence, as determined by the DEP on-site representative. Also, during construction of culvert installations, roadway ditch improvements, foundation areas and reshaping of the roadway, areas may be determined to need additional stabilization or base layer stone, in addition to that shown on the plans. Stone sizing and tonnage will vary depending on usage and will be determined on a case-by-case basis by the DEP on-site representative.

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.

18.0 STRUCTURE AND DEBRIS REMOVAL

All existing man-made items particular to the site and not to be utilized in the total reclamation of this site shall be demolished (if necessary) and disposed of in a legal manner. All iron, steel, aluminum, or any other metal, plastic, or any other man made material, including but not limited to I-Beams, Angle Iron, Channel Iron, Corrugated Metal, Flat Metal, Floc Drums, Grease Drums, Pipe, Conduit or concrete reinforcement bars and other mining-related equipment is to be dismantled, removed and properly disposed of off site and according to state, local, and federal requirements. Concrete may be broken up and used in the backfill only if all steel (rebar) is first removed. It will also be the Contractor's responsibility to identify and properly handle/dispose of asbestos materials located within any structures designated for demolition.

Prior to excavation of the office/trailer area, the water well located on site is to be reclaimed by removing all casing and pumping equipment and the well 100% grouted. Also, removal and disposal of all equipment and piping associated with the septic system shall be completed.

19.0 UTILITIES - LINES, STRUCTURES & EQUIPMENT

All existing electrical power and phone lines and support structures across the project area, including fencing and support structures at the on-site sub-station, shall be removed. This work includes installing proper anchorage at the last pole structure up-line from the sub-station. All existing transformers, switches and other auxiliary power equipment associated with utilities, installed or deposited on-ground, shall be removed from the entire project area. It is also the Contractor's responsibility to determine the exact location of any additional utilities not already identified in the project area and where these utilities would be interrupted or damaged by performing work. Disposal of any materials will be performed in an approved manner. Receipts will be provided to the on-site DEP representative as proof of proper disposal.

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BID PREPARATION INFORMATION

HISTORICAL INFORMATION

Prospective bidders may review files at the West Virginia Department of Environmental Protection, 601 57th Street SE, Charleston, WV 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 most current edition of the Surface Mining Blasting Rule (Title 199, Series 1) 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 (DEP). 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 of the Notice To Proceed. 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.

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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 Agent (foreman or the on-the-ground supervisor) must be in attendance.

GENERAL SUPERVISION

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

CONTRACTOR RESPONSIBILITY

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

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

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

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responsible for performing the best management practices. Adequate facilities shall be installed, operated and maintained using the best management practices of the U.S. Environmental Protection Agency's Non-Point Source (NPS) Program for sediment control during the active reclamation. The Contractor shall take any and all steps necessary to prevent erosion or silting problems from occurring and to minimize pollution or sedimentation of the stream. If any such problems develop, the contractor shall be responsible to take immediate corrective action. No separate payment for this work will be honored. All impounded waters which require removal during reclamation shall be pumped with appropriate measures taken to prevent erosion from the discharge. The Contractor shall be responsible for treatment of said waters to meet pH standards. The water shall be discharged only when the quality meets a pH equivalent to the pH of the receiving stream but not less than 6.0.

DIFFERING SITE CONDITIONS

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

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

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

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

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. Addition and 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 or result in the separation of sizes. 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.

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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 purposes only and are a 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. No separate payment will be made for surveying.

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. Vendor should submit with their bid the current remit-to address to be used for payment processing.

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, etc., including any spillage, are removed from the site.

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

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

ROAD ABANDONMENT shall be included in the final construction invoice.

FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

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

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

REVEGETATION AND WARRANTY

The seeding date shall be at the discretion of the Contractor once an approved seedbed has been prepared.

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

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

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

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

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 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 of 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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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

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.

Wood. Sign face shall be ¾" X 4' X 8' Marine Exterior plywood, and posts and cross braces shall be treated.

Hardware. All hardware shall be manufactured from good, commercial-quality material and be rust resistant such as galvanized coated.

EXECUTION

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.

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.

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Joe Manchin, III,
Governor



Randy C Huffman,
Cabinet Secretary



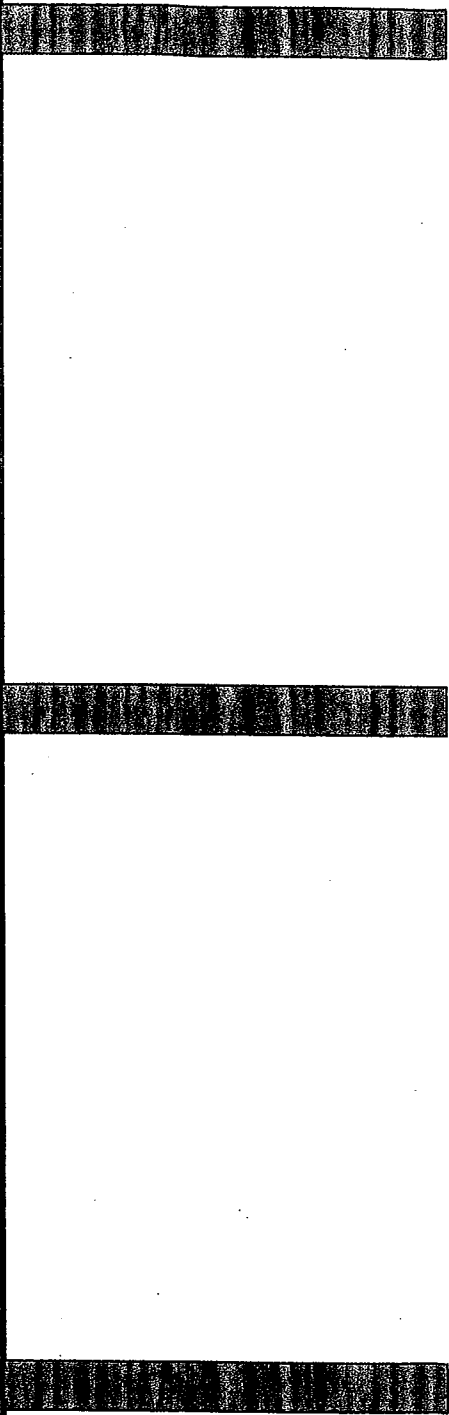
Ken Ellison,
Director

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

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

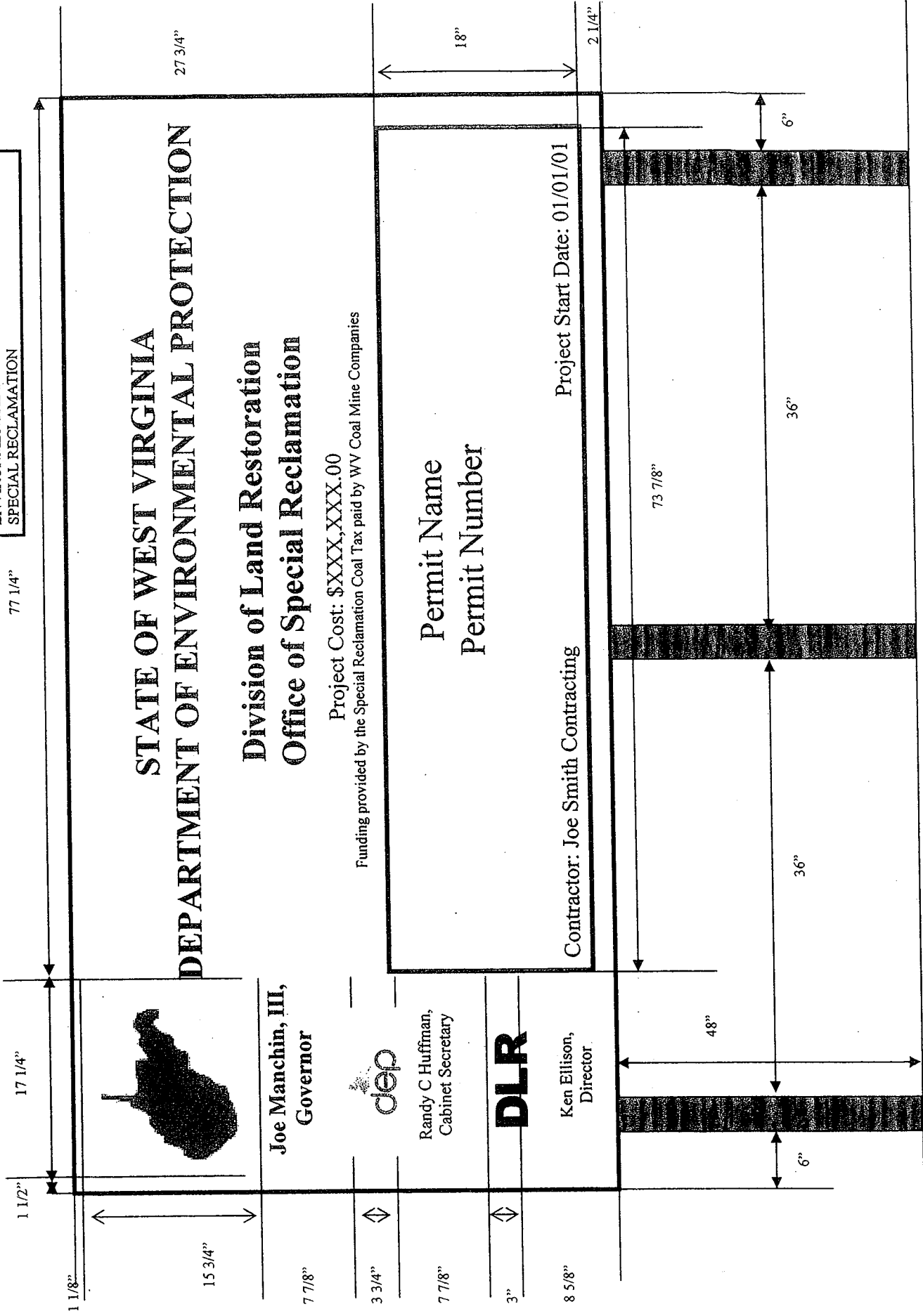
Project Cost: \$XXXX,XXX.00
Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

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



BUYER CB-23	REQ. OR PO NO. DEP15190
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77 1/4"



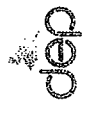
STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Land Restoration
Office of Special Reclamation

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

Permit Name
 Permit Number

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

Joe Manchin, III,
 Governor



Randy C Huffman,
 Cabinet Secretary



Ken Ellison,
 Director

1 1/2"

17 1/4"

27 3/4"

18"

2 1/4"

6"

36"

36"

73 7/8"

48"

6"

1 1/8"

15 3/4"

7 7/8"

3 3/4"

7 7/8"

3"

8 5/8"

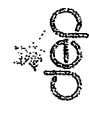
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96"



Joe Manchin, III,
Governor



Randy C Huffman,
Cabinet Secretary

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

48"


7 7/8"

5 1/2"

81 3/8"

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Director

STATE OF WEST VIRGINIA

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration

Office of Special Reclamation

Project Cost: \$XXXX,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
2 1/4
1 1/2
2 1/4
3 3/4
2 1/4
1 1/4
2 1/4
3 3/4
1 1/4
4 7/8"
2 1/4
1 1/4
2 1/4
4 7/8"
1 1/4
3 3/4

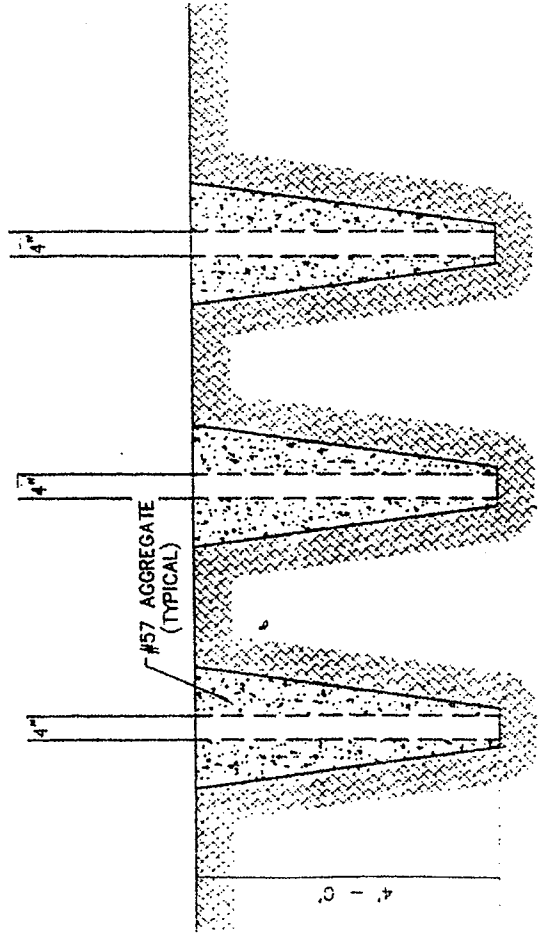
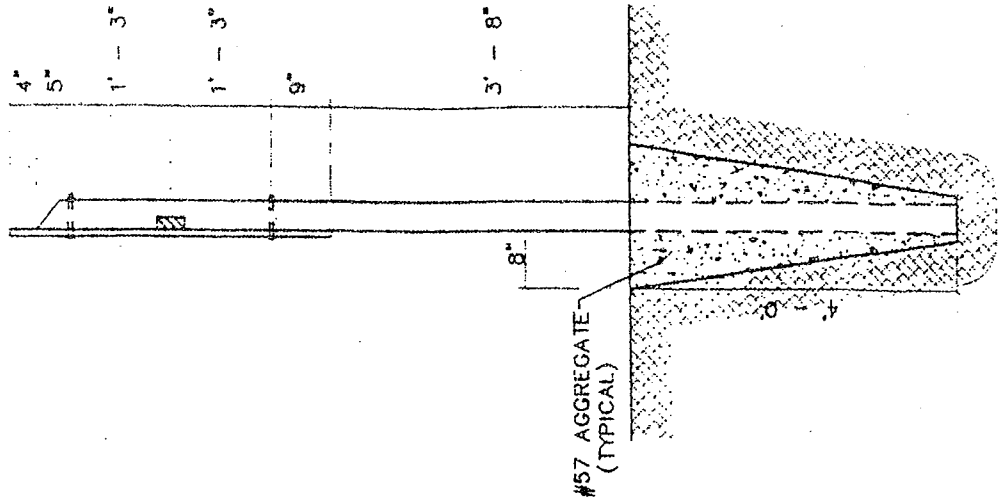
17 1/2"
1 1/2"
3/4"
1 1/2"
9 1/2"
1"
3/4"
1"
8"
1"
3/4"
1"
3 3/4"

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Notes:

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



BUYER
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REQ. or P.O. No.
DEA 5190

PLAN VIEW - EXISTING.



NOT TO SCALE

To Main Gate at CR6

POINT 'A'

Sewage Treatment System

Existing Access Roads

Gas Well

POINT 'B'

6" Water Well Casing

EXISTING HIGHWALL BACKFILL AREA

Pond

See Section Drawing

OFFICE AREA

Existing Ditch Flow

See Section Drawing

Culverts

Mine Portals

Tank

EXISTING CUT-THROUGH HIGHWALL AREA

See Section Drawing

Mine Portals

Fan

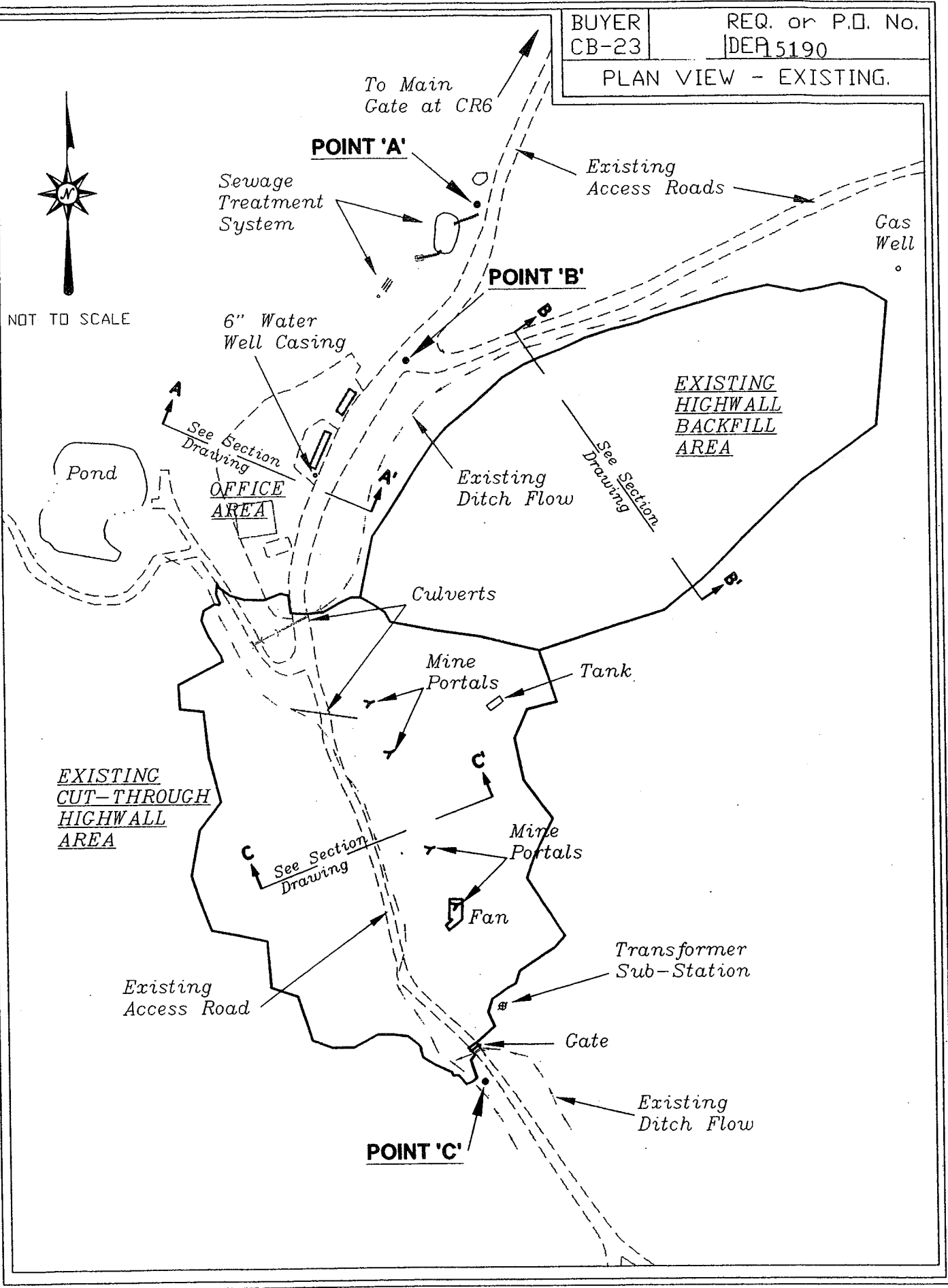
Transformer Sub-Station

Existing Access Road

Gate

Existing Ditch Flow

POINT 'C'



BUYER CB-23	REQ. or P.O. No. DEP 15190
PLAN VIEW - CONSTRUCTION	

To Main Gate at CR6

Sheet 1 of 2

POINT 'A'

Main Access Road

Existing Strip Access Road

Gas Well

Lower Access Road
Silt Fence

POINT 'B'

Silt Fence

EXISTING HIGHWALL BACKFILL AREA

OFFICE BORROW & REGRADE AREA

Existing Ditch Flow

PROPOSED BACKFILL BORROW AREA

Pond

Pond Access Road

Ditch H-1

Ditch H-2

Ditch CT-3

Mine Portals Seals

EXISTING CUT-THROUGH HIGHWALL AREA

Ditch CT-2

Silt Fence

PROPOSED HIGHWALL BACKFILL AREA

Upper Access Road

Ditch CT-1

Transformer Sub-Station

Gate

Ditch CT-1a

Sheet 2 of 2

POINT 'C'

Existing Access Road



NOT TO SCALE

BUYER
CB-23

REQ. or P.O. No.
DEP15190

PLAN VIEW - CONST. 1 of 2



NOT TO SCALE

Exist. Sump 'A'
(Clean out)

POINT 'A'

Exist. Pond
To Be Filled

Silt Fence

Mine Seal
Outlet Ditch

Grout
Key

Main Access Road

POINT 'B'

Reconstructed
Lower Access
Road

Strip Access Road

OFFICE BORROW &
REGRADE AREA
(Finished
Elev. 1274)

Exist.
Ditch

Silt
Fence

PROPOSED
BACKFILL
BORROW
AREA

6" Water Well
(Full Grouted)

See Section
Drawing

Mine Seal
Outlet Ditch

A'

EXISTING
HIGHWALL
BACKFILL
AREA

12" HDPE DR-17
Mine Seal
Drain Pipe

Grout
Keys

Sump 'B'

Ditch
H-1

Ditch
H-2

Sump 'C'

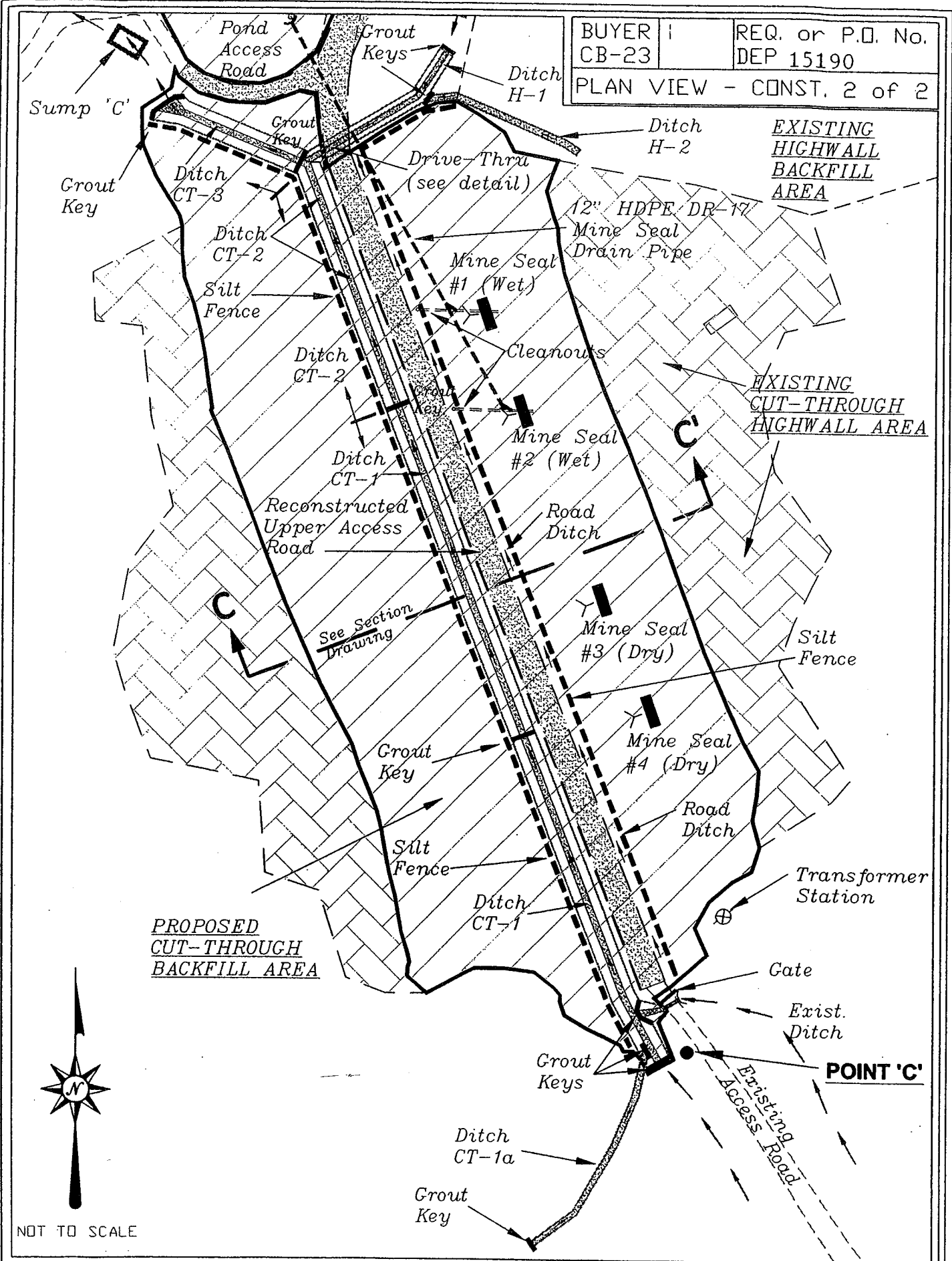
Pond
Access
Road

Silt
Fence

Ditch
CT-3

Drive-Thru
(see detail)

BUYER 1	REQ. or P.O. No.
CB-23	DEP 15190
PLAN VIEW - CONST. 2 of 2	



PROPOSED
CUT-THROUGH
BACKFILL AREA

EXISTING
HIGHWALL
BACKFILL
AREA

EXISTING
CUT-THROUGH
HIGHWALL
AREA



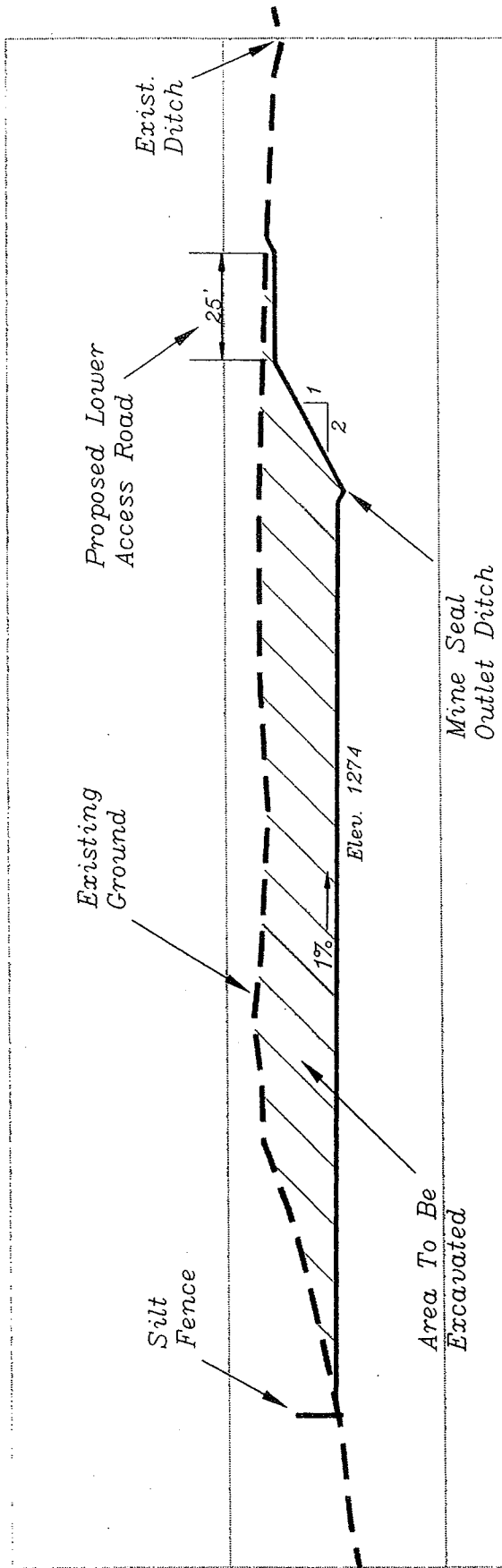
NOT TO SCALE

POINT 'C'

BUYER
CB-23

REQ. or P.O. No.
DEP 15190

OFFICE BORROW & REGRADE AREA



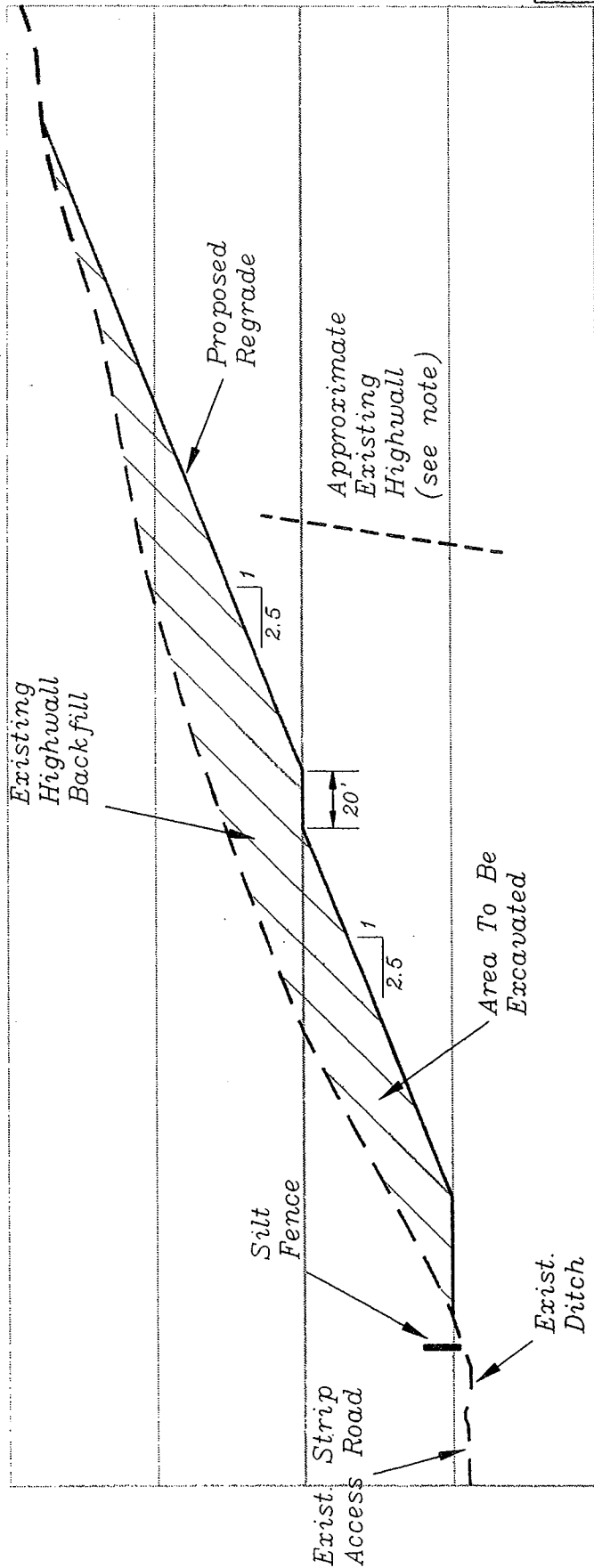
Section A-A'

Not To Scale

BUYER
CB-23

REQ. or P.O. No.
DEP 15190

HIGHWALL BORROW AREA



NOTE:
Location of existing highwall unknown. Final regrade line may be adjusted in field in order to avoid top edge of highwall.

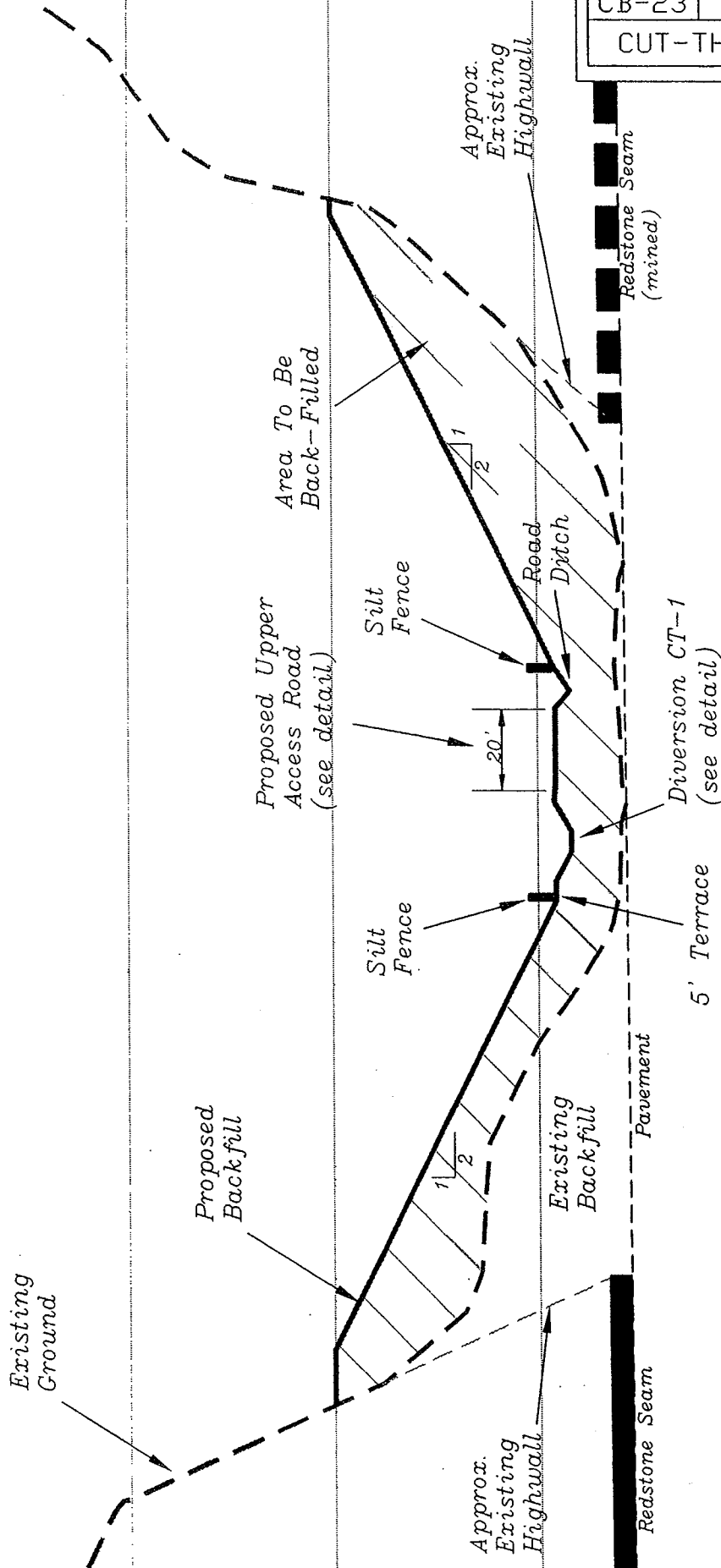
Section B-B'

Not To Scale

BUYER
CB-23

RFQ. or P.O. No.
DEP 15190

CUT-THRU REGRADE AREA



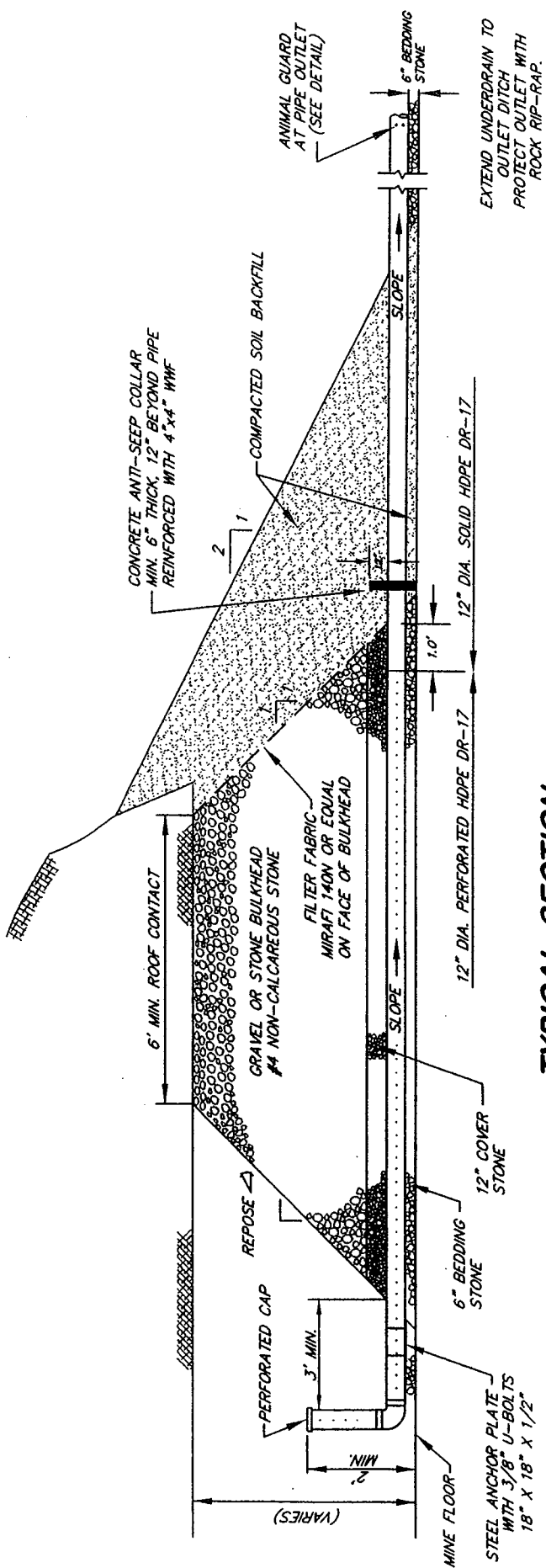
Section C-C'

Not To Scale

BUYER
CB-23

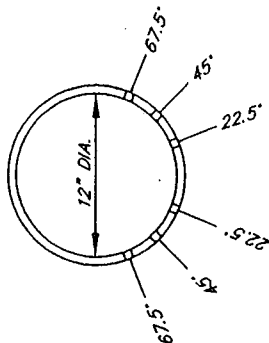
REQ. or P.O. No.
DEP15190

WET MINE SEALS #1 & #2



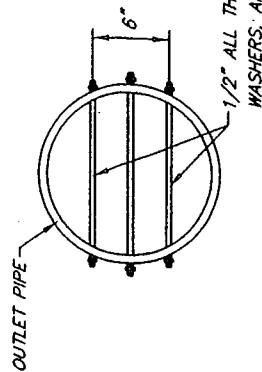
TYPICAL SECTION

N.T.S.



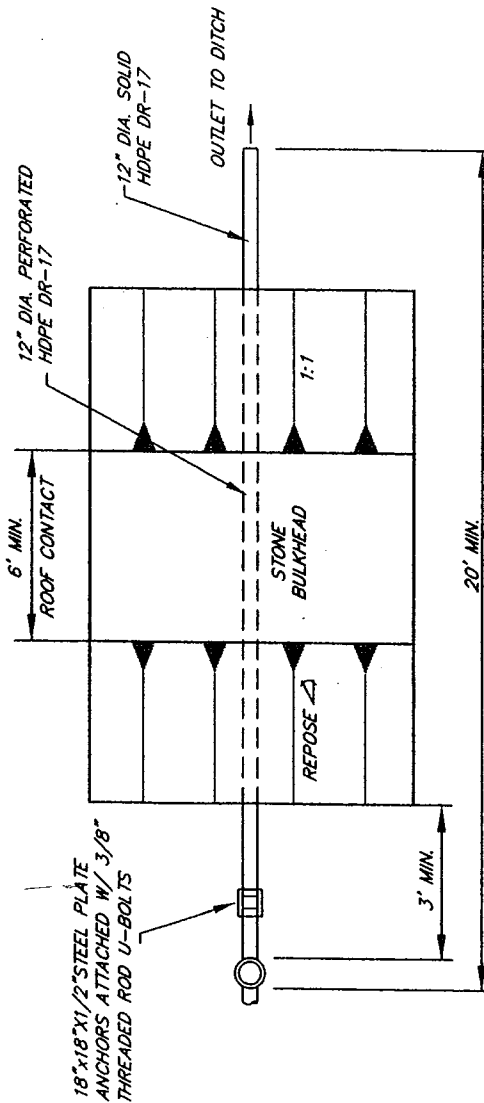
PIPE PERFORATIONS

DETAIL



TYPICAL ANIMAL GUARD

DETAIL



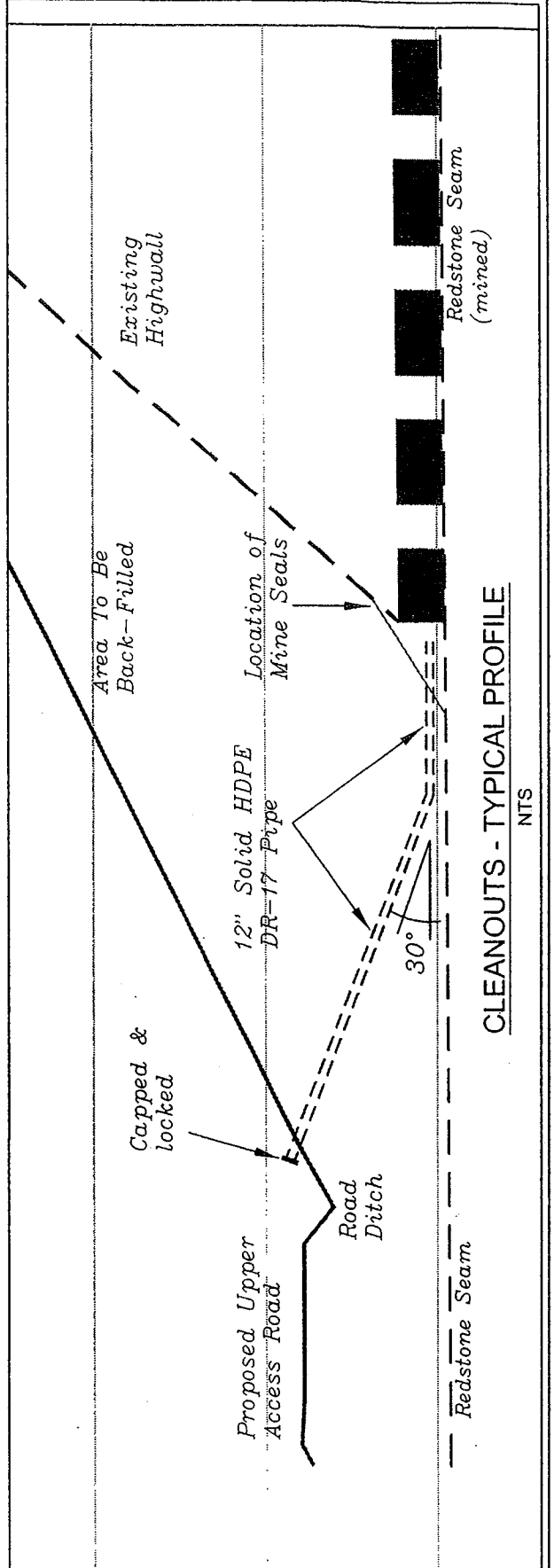
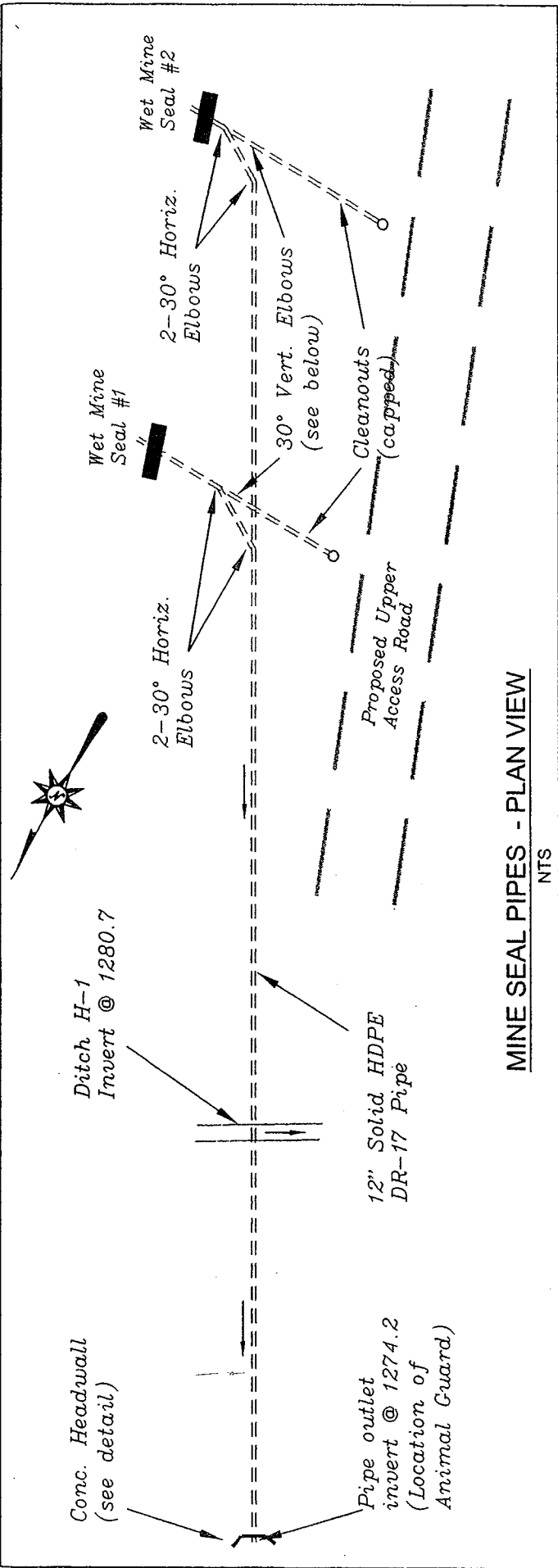
PLAN

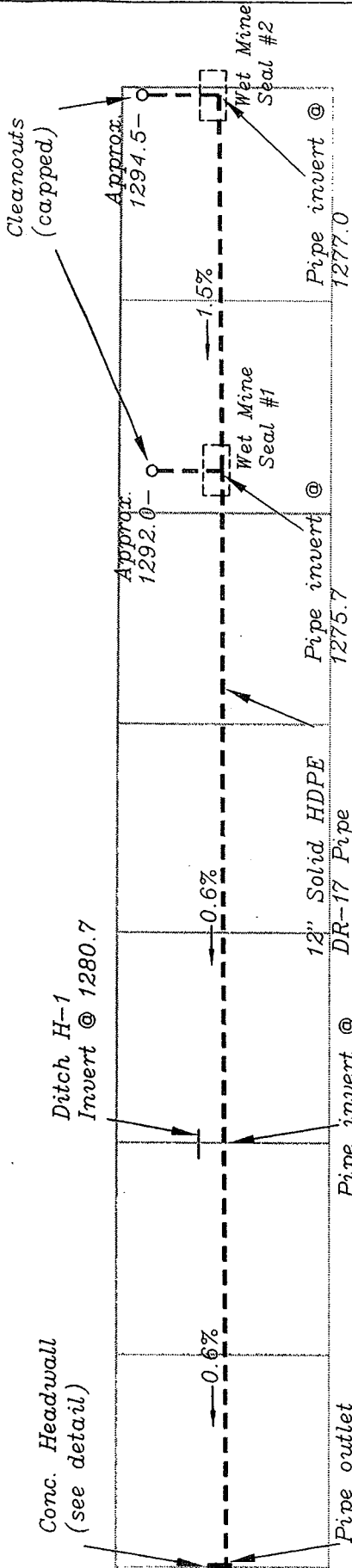
N.T.S.

BUYER
CB-23

REQ. or P.D. No.
DEP 15190

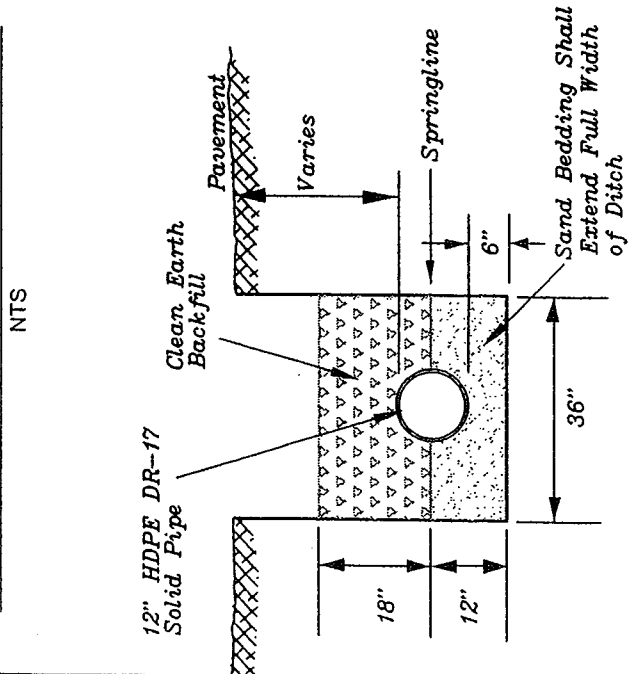
MINE SEAL PIPES DETAIL SHT 1



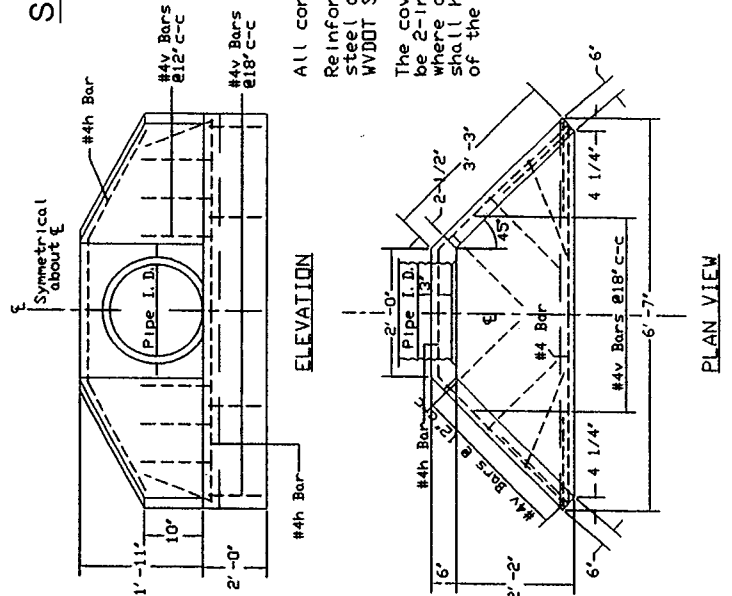


MINE SEAL PIPES PROFILE
NTS

TYPICAL MINE PIPE TRENCH DETAIL
NTS



SEAL PIPES OUTLET HEADWALL
NTS



NOTES

All concrete shall be Class B Concrete. Reinforcing steel shall be new billet steel and shall conform to 709.1 of WYDOT Specifications.

The covering for Reinforcing Steel shall be 2-inches. Reinforcement in members where concrete is deposited on the ground shall have 3' of concrete from the face of the bar to the ground contact surface.

BUYER
CB-23

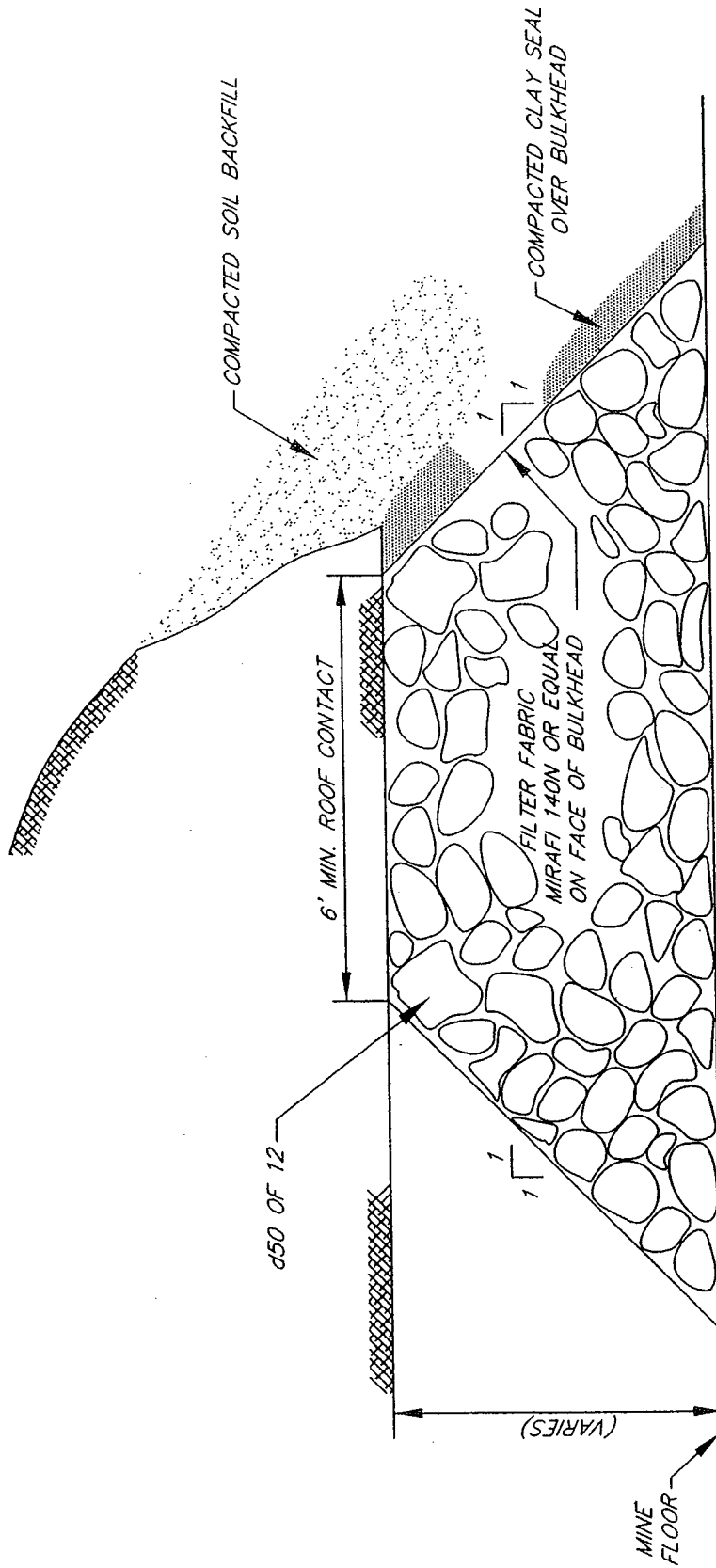
REQ. or P.O. No.
DEP 15190

MINE SEAL PIPES DETAIL SHT 2

BUYER
CB-23

REQ. or P.O. No.
DEP 15190

DRY MINE SEALS #3 & #4



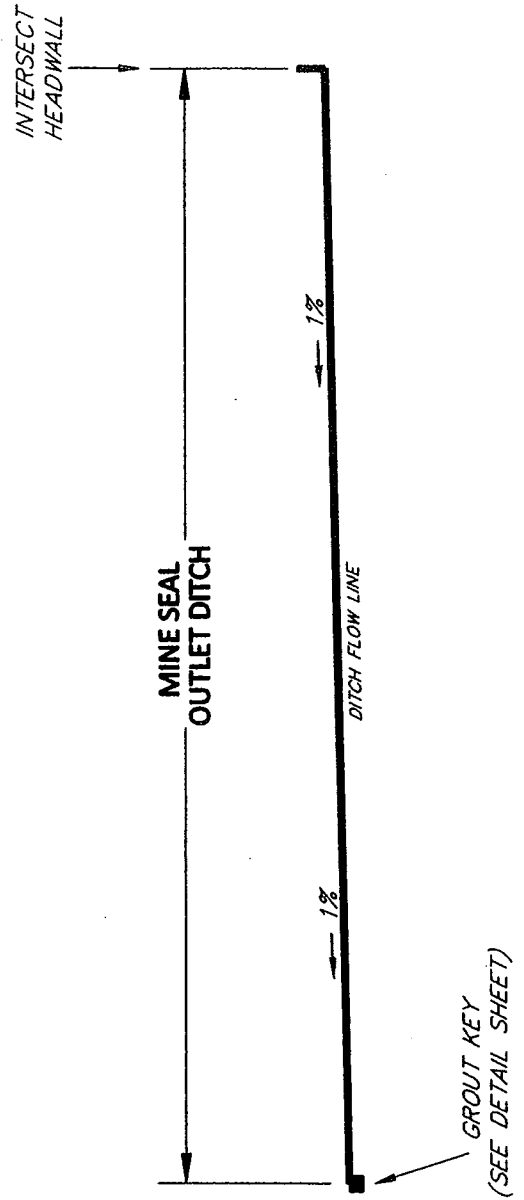
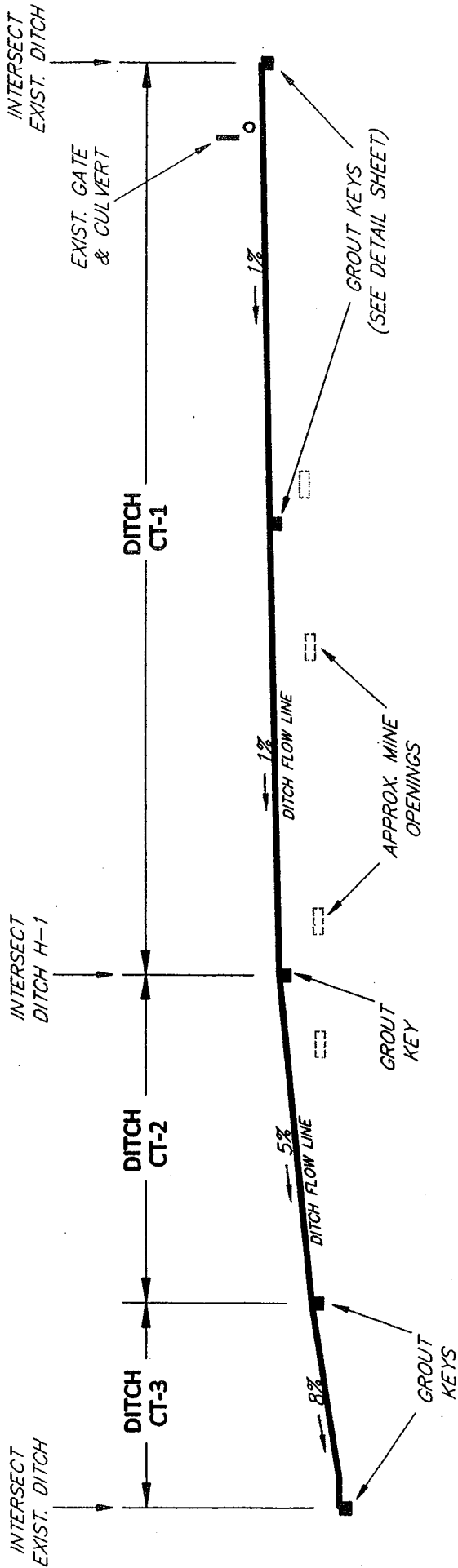
RIPRAP BULKHEAD

DRY MINE SEAL

TYPICAL SECTION

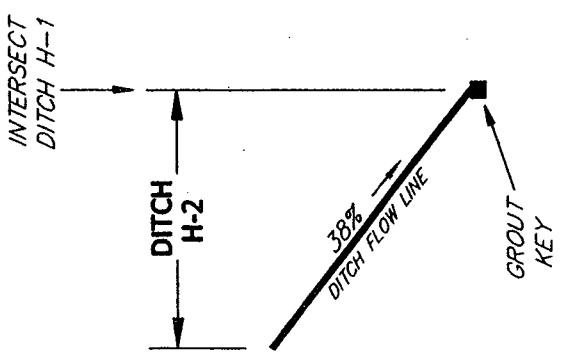
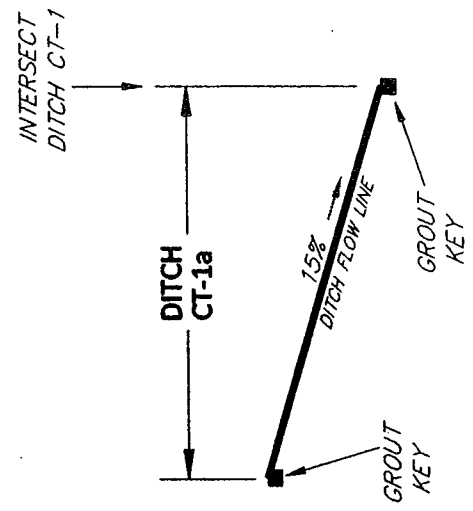
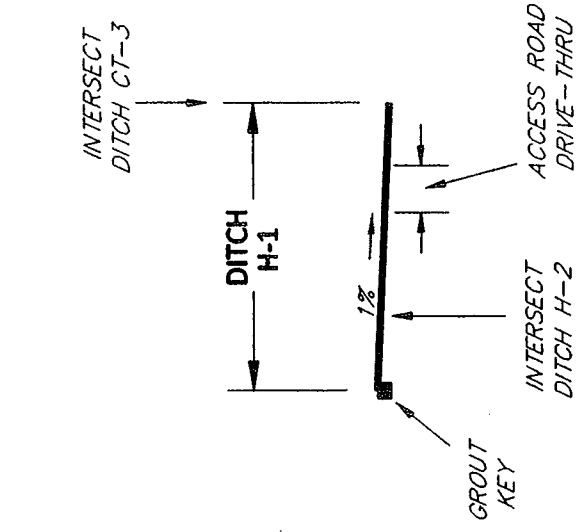
Not to Scale

BUYER CB-23	REQ. or P.D. No. DEP 15190
DITCH PROFILES - 1 of 2	



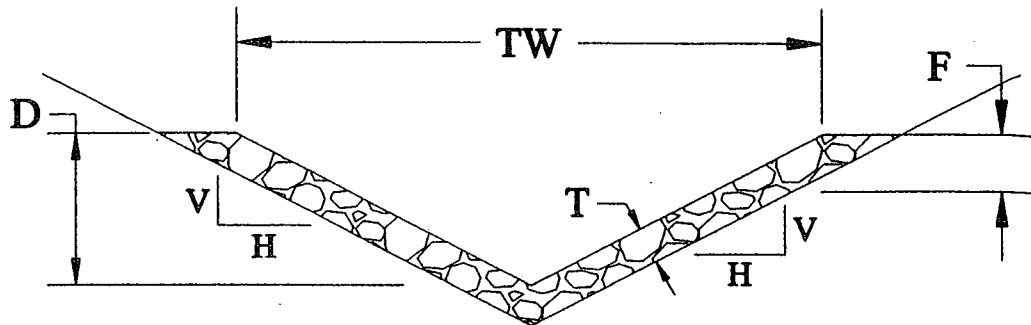
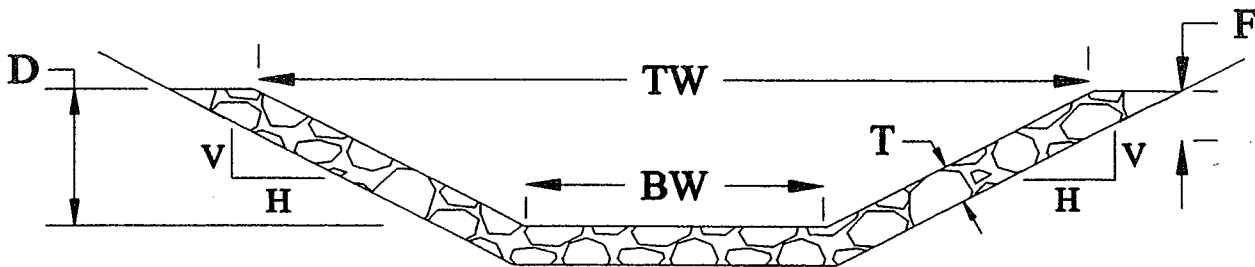
BUYER	:	REQ. or P.O. No.
CB-23	:	DEP 15190

DITCH PROFILES - 2 of 2



BUYER
CB-23REQ. or P.O. No.
DEP15190

DIVERSION DITCHES - RIP-RAP

**TYPICAL V-DITCH X-SECTION****TYPICAL TRAPEZOIDAL CHANNEL X-SECTION**

DITCH / CHANNEL	TOP WIDTH -TW- (FT)	BOT. WIDTH -BW- (FT)	TOTAL DEPTH* -D- (FT)	SIDE SLOPE (H/V)	BOTTOM SLOPE (%)	LINING**	RIPRAP THICKNESS -T- (FT)
CT-1a	8.0	0	2.0	2/1	15.0	RIPRAP	1.5
CT-1	19.4	5.0	3.6	2/1	1.0	RIPRAP	1.5
CT-2	19.4	5.0	3.6	2/1	5.0	RIPRAP	1.5
CT-3	19.4	5.0	3.6	2/1	8.0	RIPRAP	1.5
H-1	13.2	4.0	2.3	2/1	4.0	RIPRAP	1.5
H-1 Drive-Thru	30.0	10.0	2.0	5/1	0.5	RIPRAP	1.5
H-2	8.0	0	2.0	2/1	40.0	RIPRAP	1.5
Mine Seal Outlet Ditch	8.0	0	2.0	2/1	1.0	RIPRAP	1.5

* Includes 1.0 ft. freeboard

** Limestone, Grouted

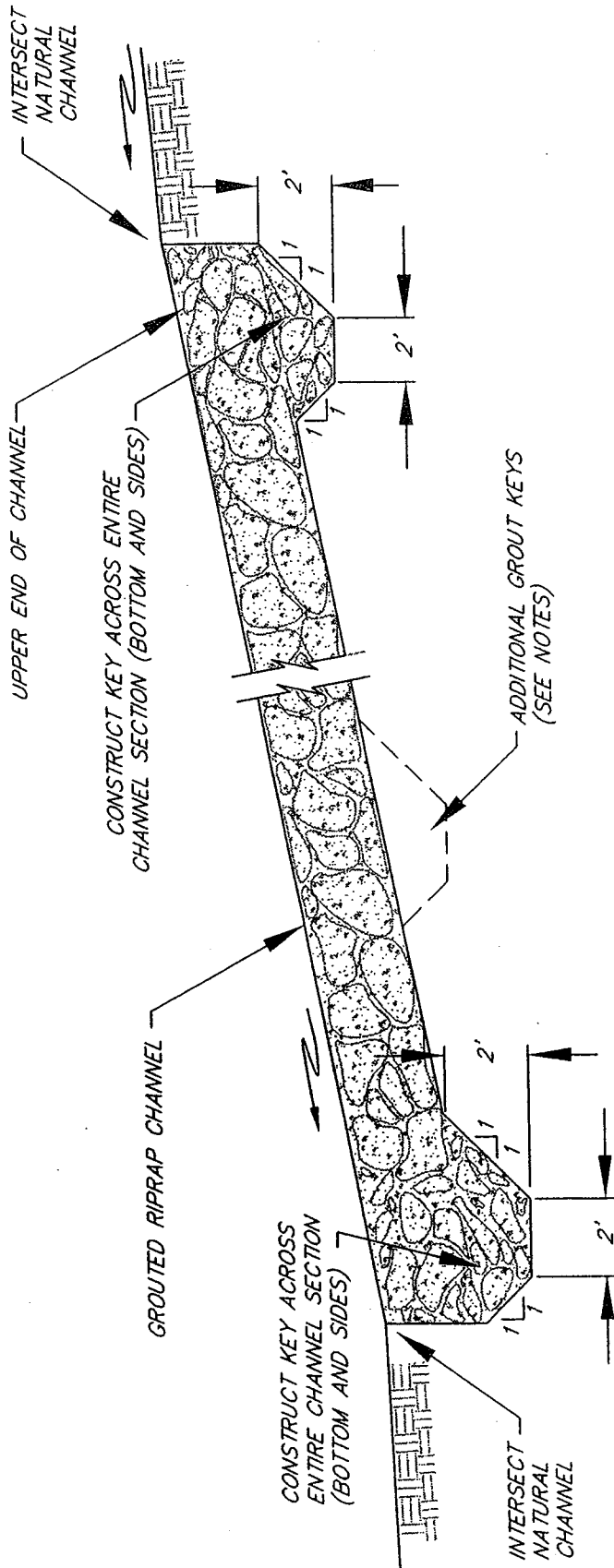
NOTES:

- ALL CHANNELS WILL HAVE 2H to 1V SIDE SLOPES AND ONE (1) FOOT OF FREEBOARD (F).
- ROCK BLANKET SHALL BE A MINIMUM OF ONE AND A HALF FEET (1-1/2') THICK (T) THROUGHOUT.
- ALL GROUTED RIP RAP CHANNELS SHALL HAVE 100% GROUT PENETRATION IN ALL VOIDS.

BUYER
CB-23

REQ. or P.D. No.
DEP15190

GROUT KEY DETAILS

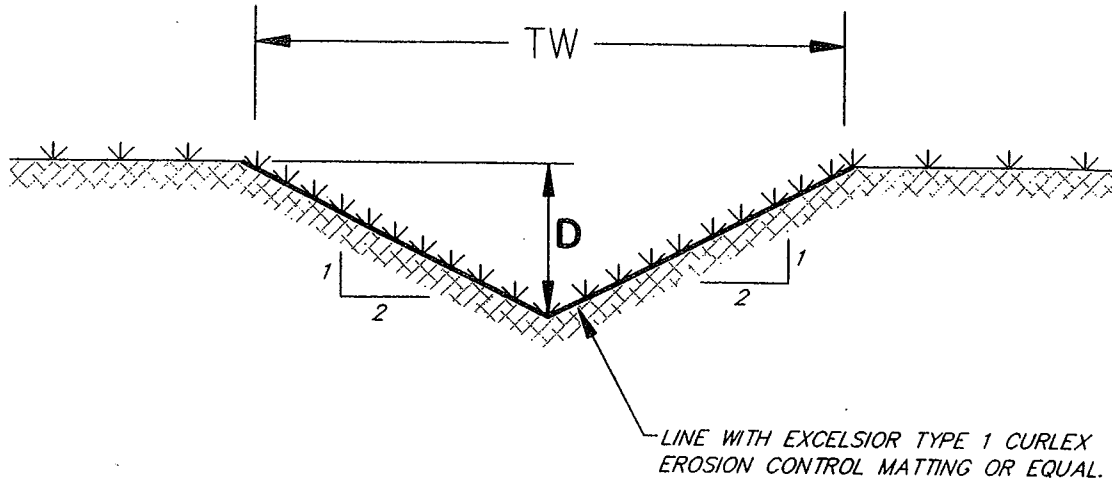


NOTES:

1. EXTEND GROUT KEY/ANCHOR Laterally FULL WIDTH OF DITCH, INCLUDING SIDES.
2. INSTALL GROUT KEYS/ANCHORS AT:
 - a. BEGINNING AND END OF GROUTED DITCHES;
 - b. INTERSECTION OF GROUTED AND UNGROUTED DITCHES;
 - c. CHANGES IN GRADE; AND
 - d. AT INTERVALS AS SHOWN ON THE PLAN.

RIPRAP GRADATION	
12" - 18"	50%
6" - 12"	25%
3" - 6"	25%

BUYER CB-23	REQ. or P.O. No. DEP 15190
DIVERSION DITCHES - GRASS	



TYPICAL GRASS-LINED CHANNEL X-SECTION

DITCH / CHANNEL	TOP WIDTH -TW- (FT)	BOT. WIDTH -BW- (FT)	TOTAL DEPTH* -D- (FT)	SLOPE (%)	LINING
UPPER ACCESS ROAD	6.0	0	1.5	1.0	GRASS

* Includes 0.5 ft. freeboard

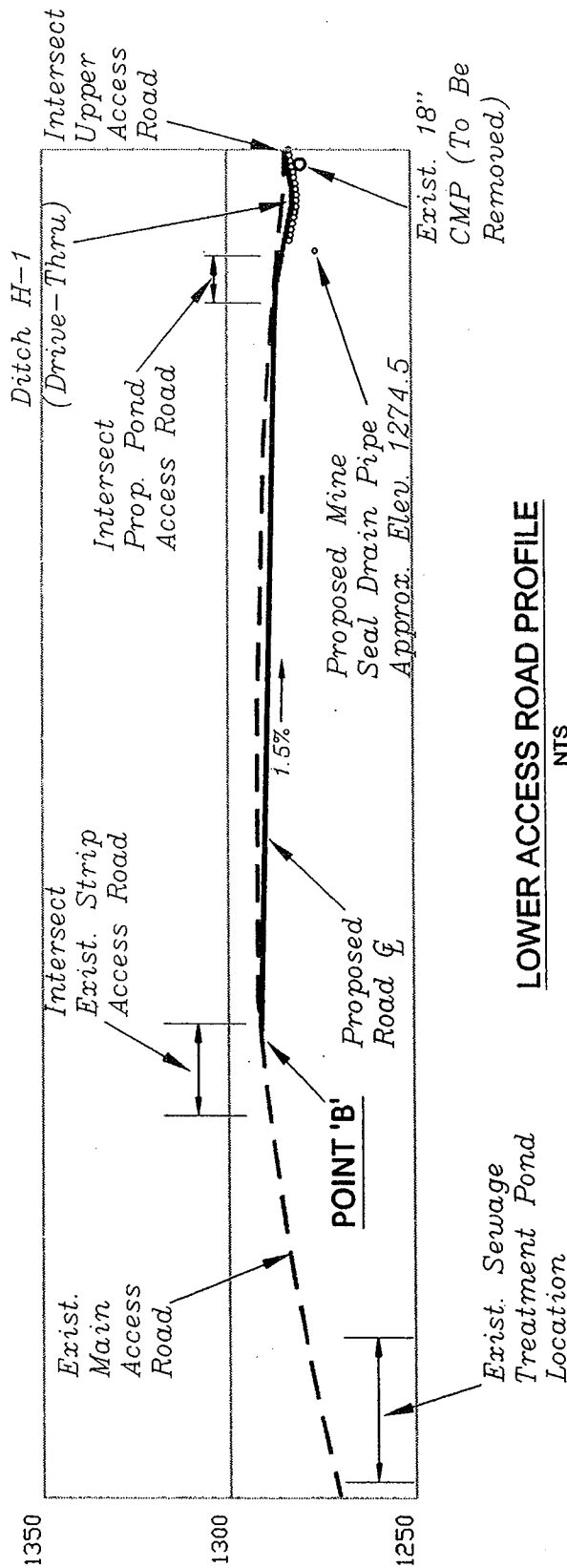
NOTES:

1. ALL CHANNELS WILL HAVE 2H to 1V SIDE SLOPES AND ONE-HALF (1/2) FOOT OF FREEBOARD (F).
2. GRASS LINING SHALL BE THE SAME SPECIES AS THOSE SPECIFIED FOR GENERAL SITE RECLAMATION.

BUYER
CB-23

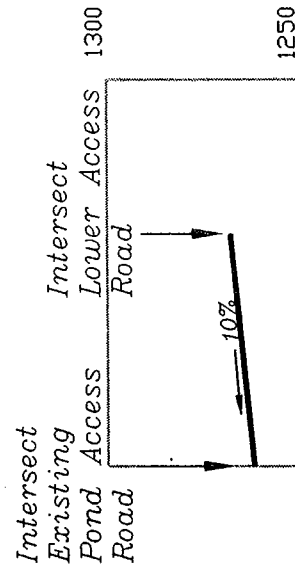
REQ. or P.O. No.
DEP 15190

LOWER ACCESS ROAD PROFILES



LOWER ACCESS ROAD PROFILE

NTS



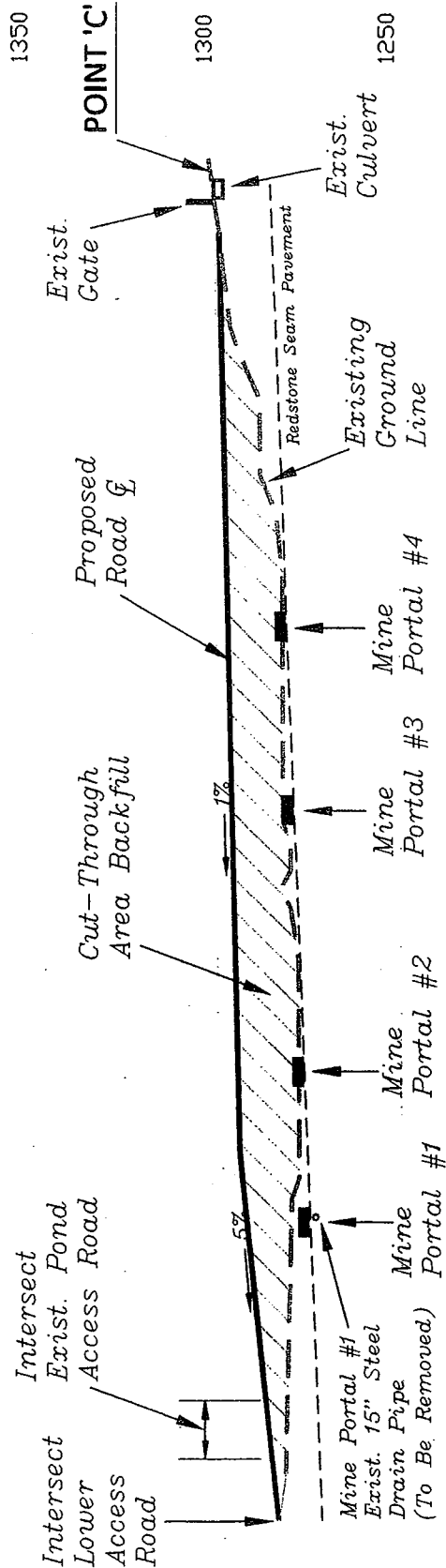
POND ACCESS ROAD PROFILE

NTS

BUYER
CB-23

REQ. or P.O. No.
DEP15190

UPPER ACCESS ROAD PROFILE

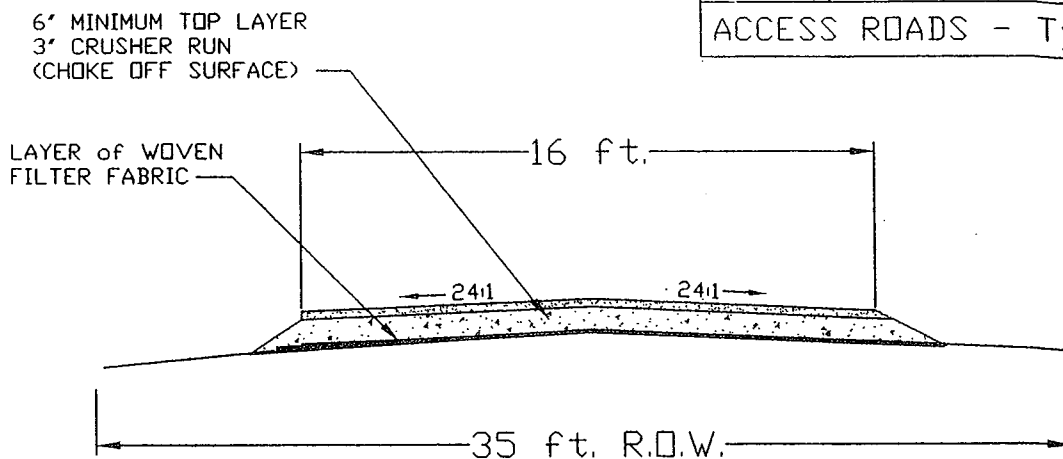
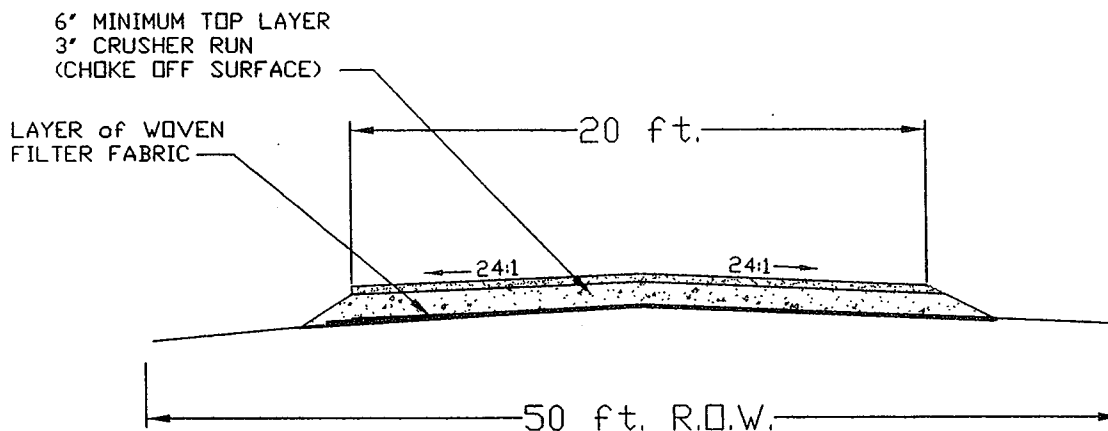
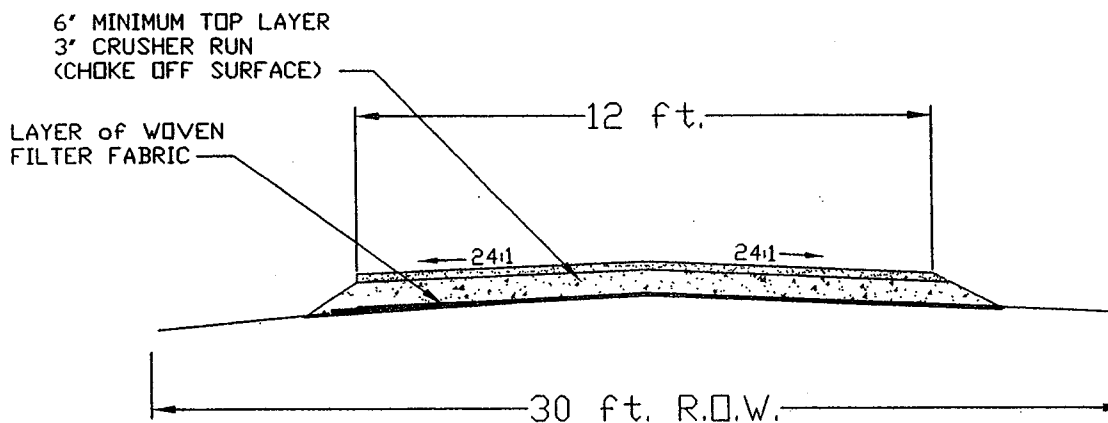


UPPER ACCESS ROAD PROFILE

NTS

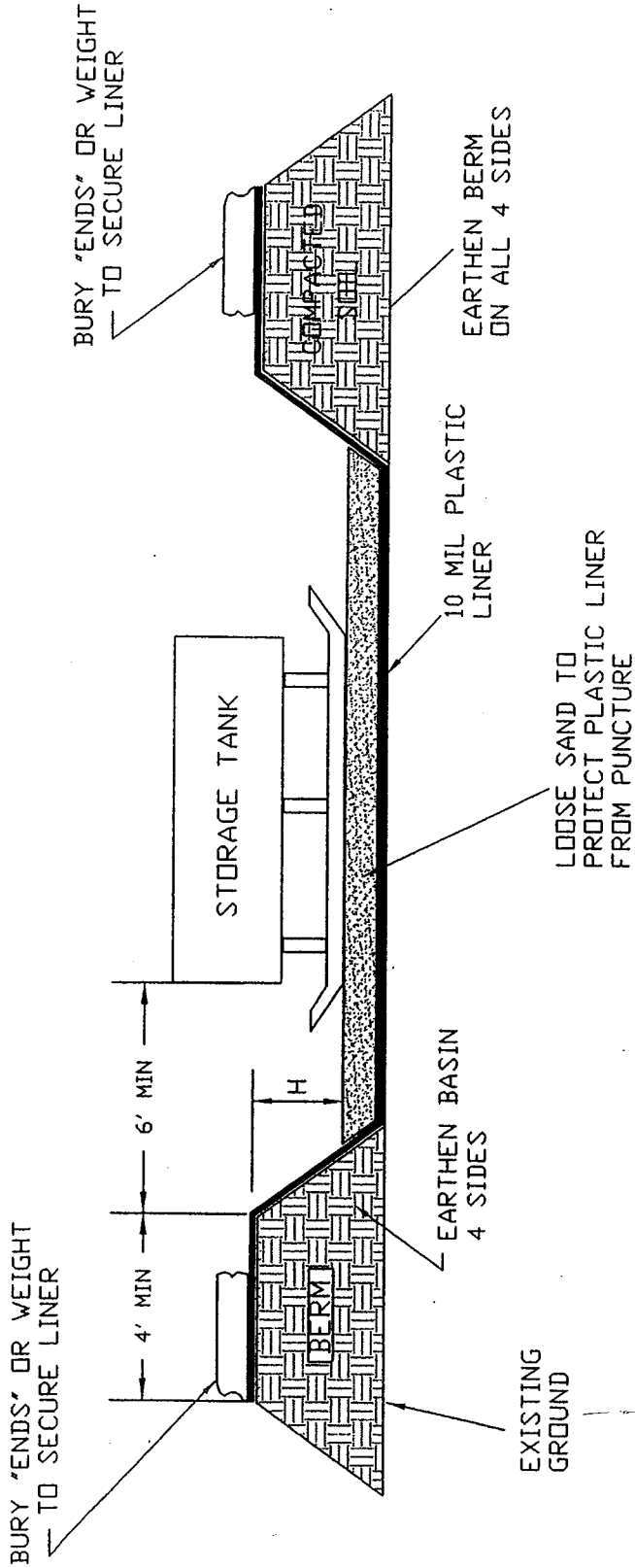
BUYER
CB-23REQ. or P.O. No.
DEP15190

ACCESS ROADS - Typ. Sects.

UPPER ACCESS ROADLOWER ACCESS ROADPOND ACCESS ROAD**NOTES:**

1. THE ROAD SHALL BE GRADED, SHAPED, AND ROCKED AS NECESSARY TO MEET THESE SPECIFICATIONS.
2. ANY TREES OR BRUSH WITHIN THE 30 FEET R.O.W. OF THE ROAD SHALL BE REMOVED.
3. ANY OVERHANGING TREE LIMBS IN THE R.O.W. AT A HEIGHT OF 15 FEET OR LESS SHALL BE REMOVED.

BUYER CB-23	REQ. or P.O. No. DEP15190
SPILL CONTAINMENT	



NOTES:

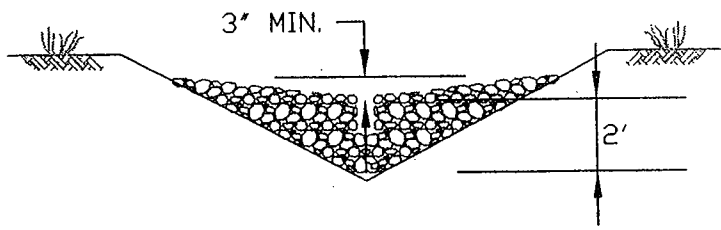
A 2" water removal drain shall be located at the lowest point in the bottom of the containment volume. It shall connect to a normally closed gate-valve outside the dike. The gate valve is manually operated and protected from unauthorized operation. Rainwater contained within this dike shall be examined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

Alternate methods of water removal will be considered by WWDEP personnel for approval.

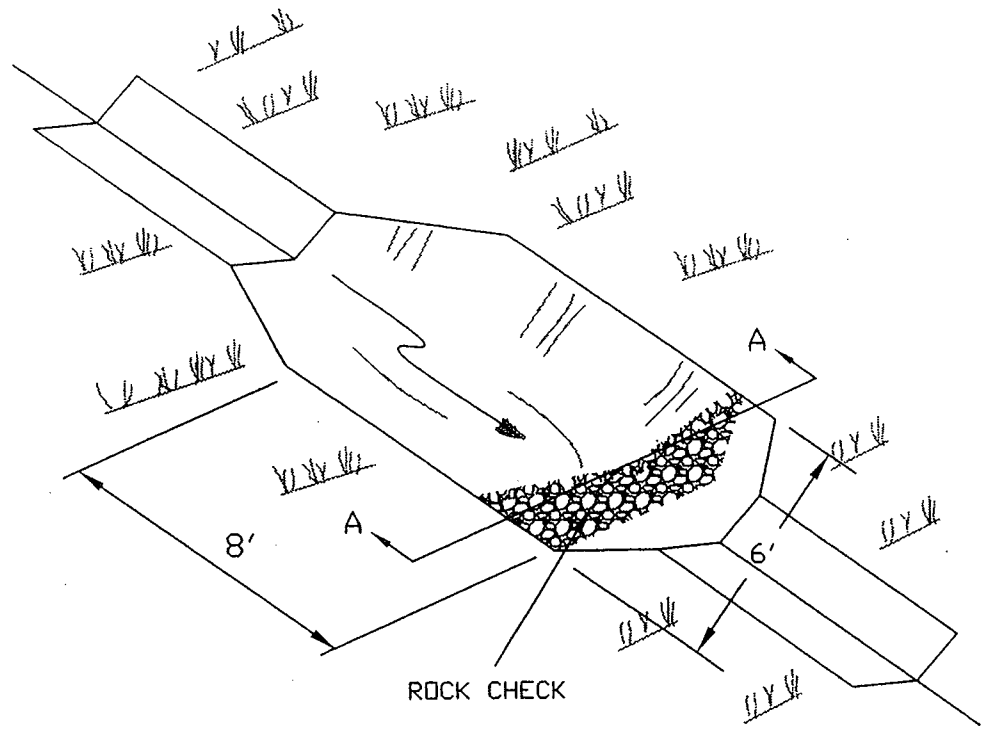
Constructed height (H) of earthen berm is to be two feet (2') minimum above sand or sufficient height to contain one hundred ten percent (110%) of the capacity of the tank(s) total volume, plus six inch (6") freeboard.

Tanks with intact built-in secondary containment may be used as an alternative.

BUYER CB-23	REQ. or P.O. No. DEP15190
SEDIMENT CONTROL SUMP	

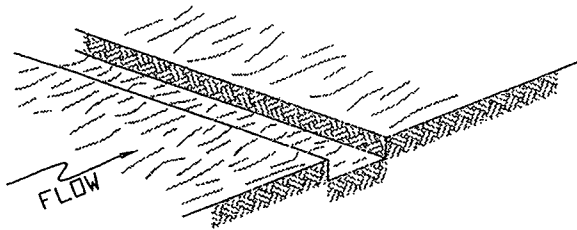


SECTION A-A

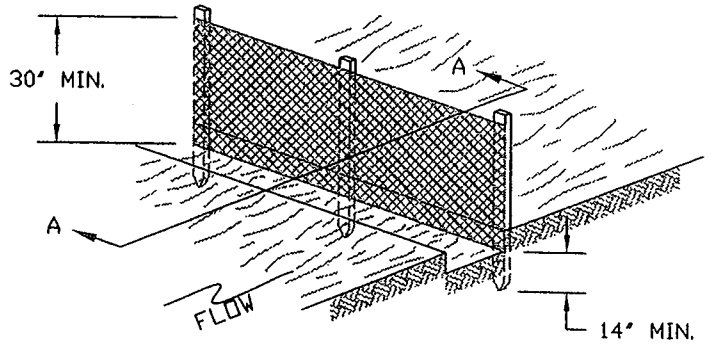


NOTE:
THE SUMP MUST BE CLEANED WHEN 60% FULL.
ROCK OR HAY BALES SHALL BE PLACED AT SUMP OUTLET.
THE MINIMUM SUMP DEPTH IS 3.0' BELOW DITCH FLOW LINE.

BUYER CB-23	REQ. or P.O. No. DE# 5190
SILT FENCE INSTALLATION	

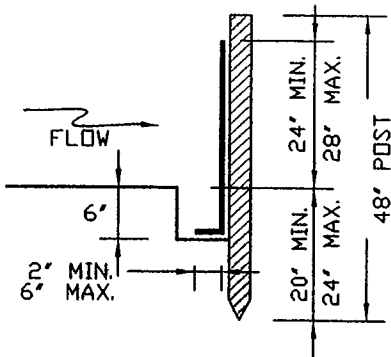


1. EXCAVATE 6" X 6" TRENCH

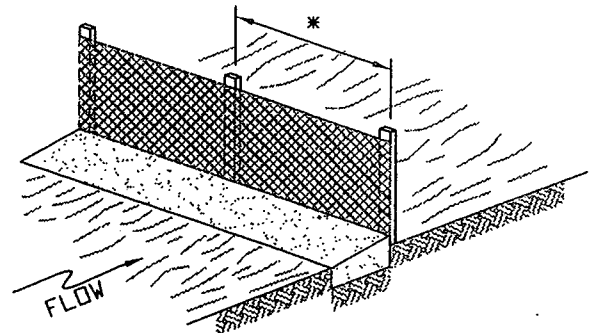


2. PLACE FENCE AT BACK EDGE OF TRENCH
(FABRIC FACING DIRECTION OF FLOW)

3. DRIVE POST UNTIL FABRIC REACHES BOTTOM OF TRENCH

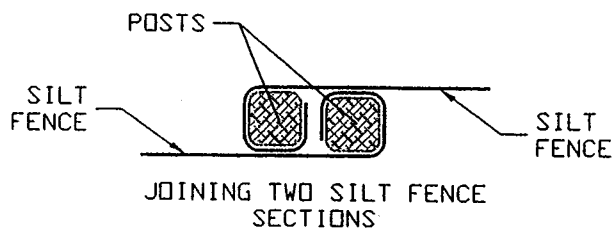


SECTION A-A



* SEE SPECIFICATIONS FOR
REQUIRED POST SPACING.

4. FILL TRENCH WITH EMBANKMENT & TAMP

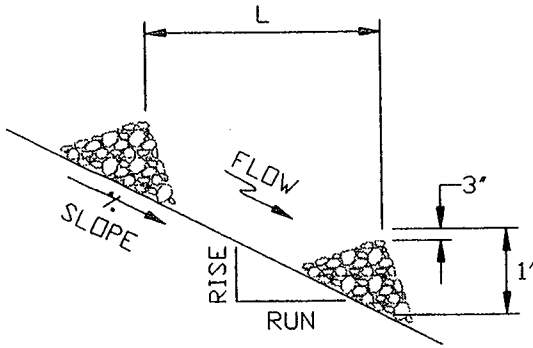


NOTE: WHEN MORE THAN ONE ROLL OF SILT FENCE IS USED, THE FENCE AT THE JUNCTION MUST BE PLACED SO THAT THE LAST POST OF THE FIRST RUN & THE FIRST POST OF THE SECOND RUN OVERLAP & ARE TIED TOGETHER.

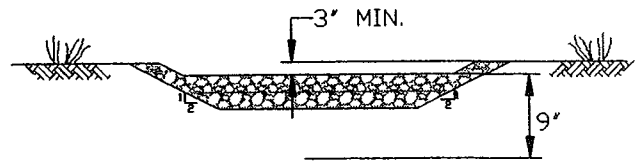
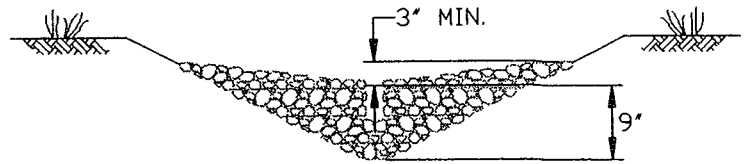
BUYER
CB-23

REQ. or P.O. No.
DEP15190

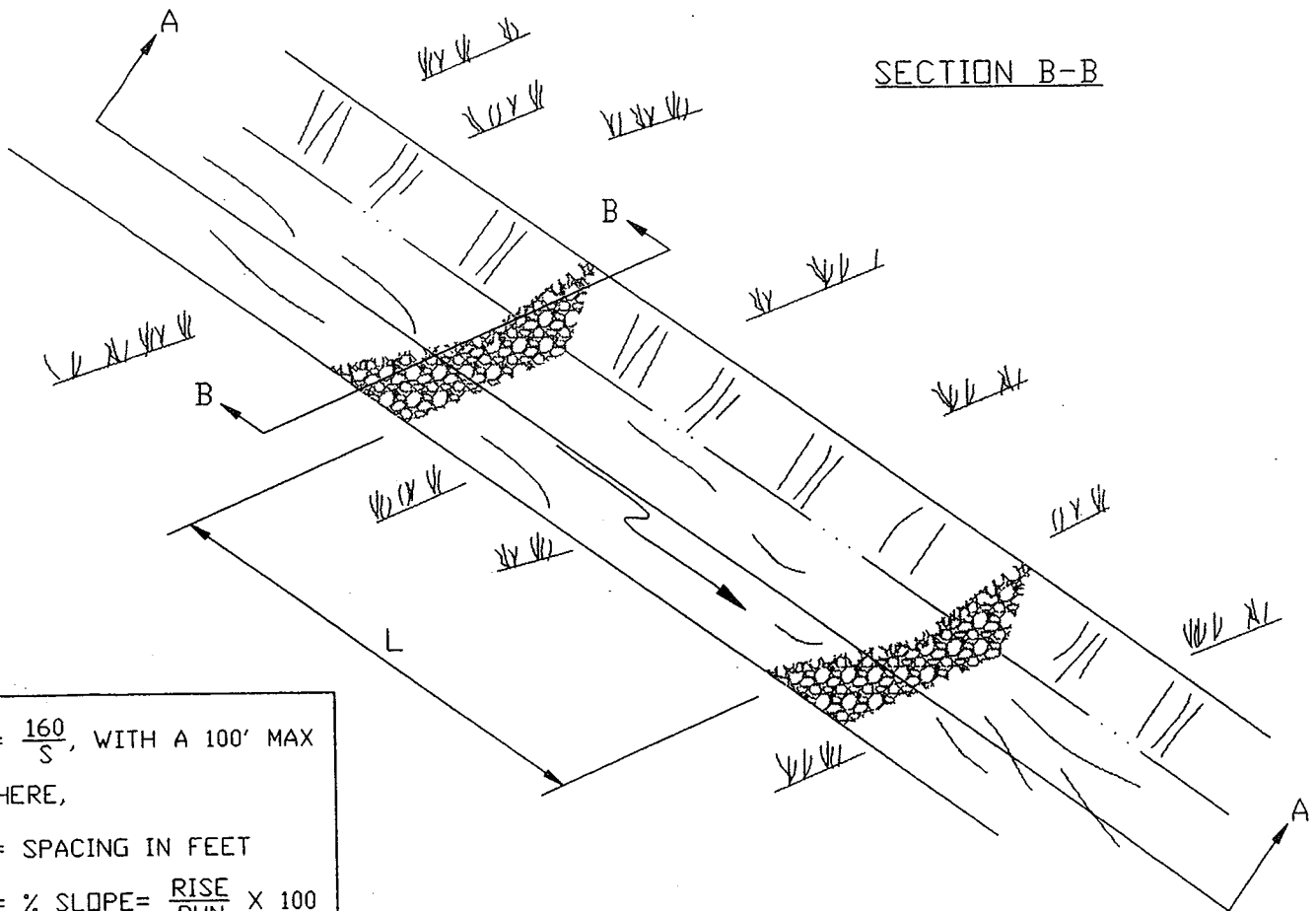
STONE CHECK DAM



PROFILE A-A



SECTION B-B



$$L = \frac{160}{S}, \text{ WITH A } 100' \text{ MAX}$$
 WHERE,

$$L = \text{SPACING IN FEET}$$

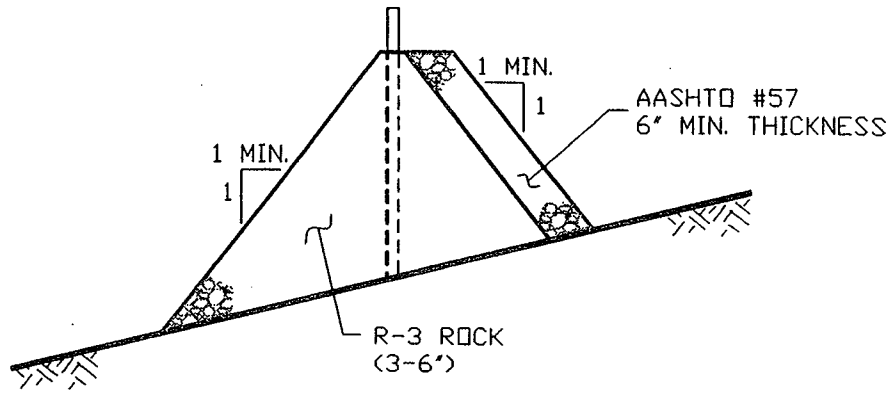
$$S = \% \text{ SLOPE} = \frac{\text{RISE}}{\text{RUN}} \times 100$$

STONE CHECK DAM

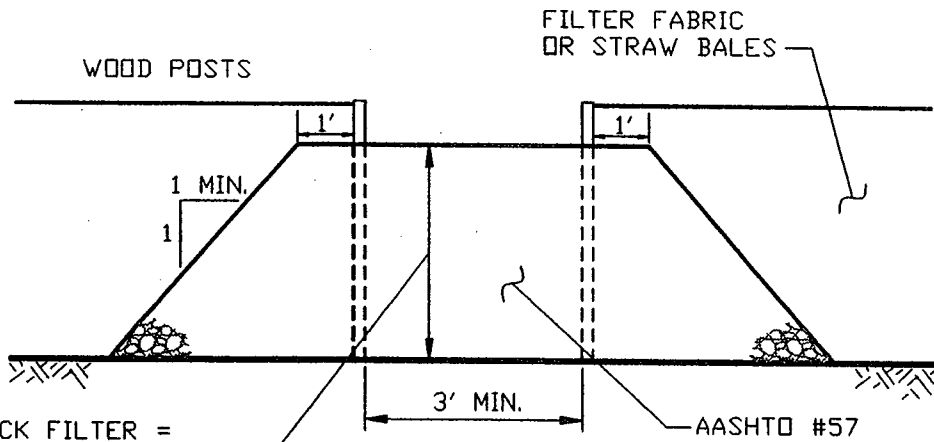
NOTES:

1. MAY BE TRAPEZOIDAL OR V-DITCH
2. SPACING OF PREFABRICATED DITCH CHECKS SHALL BE THE SAME AS STONE DITCH CHECKS.
3. AASHTO #1 (2-4 INCH) SHALL BE USED, AND MAY BE REINFORCED WITH 3 TO 6 INCH RIPRAP.
4. THE MINIMUM DITCH DEPTH IS 1.0'.

BUYER CB-23		REQ. or P.O. No. DEP15190
ROCK FILTER OUTLETS		



OUTLET CROSS-SECTION



HEIGHT OF ROCK FILTER =
5/6 HEIGHT OF FILTER FABRIC
FENCE OR STRAW BALES

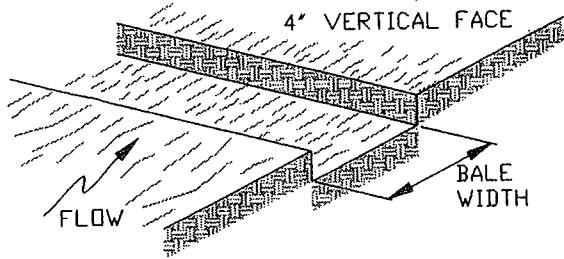
UP-SLOPE FACE

NOTE: Sediment must be removed when accumulations reach 1/3 the height of the outlet.

BUYER
CB-23

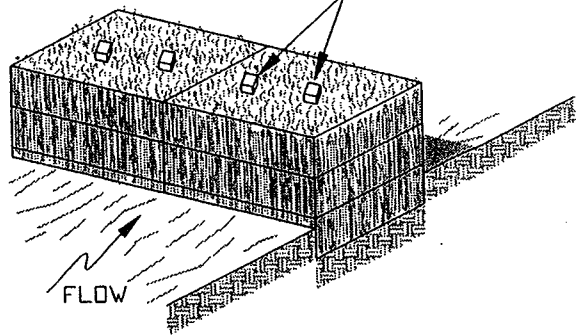
REQ. or P.O. No.
DEP 15190

STRAW/HAY BALE DIKE

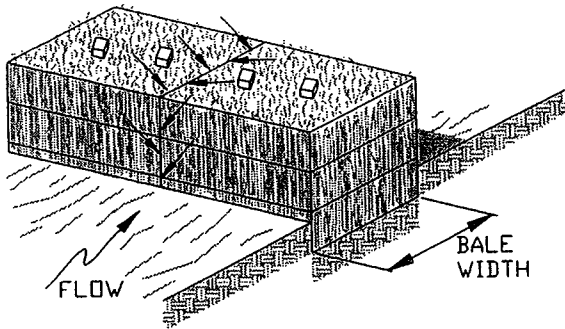


1. EXCAVATE THE TRENCH.

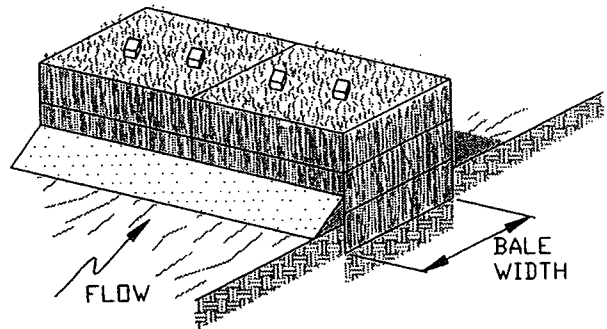
TWO (2) WOODEN 2"x2" STAKES PER BALE, DRIVEN 1' MIN. INTO GROUND



2. PLACE AND STAKE THE BALES.

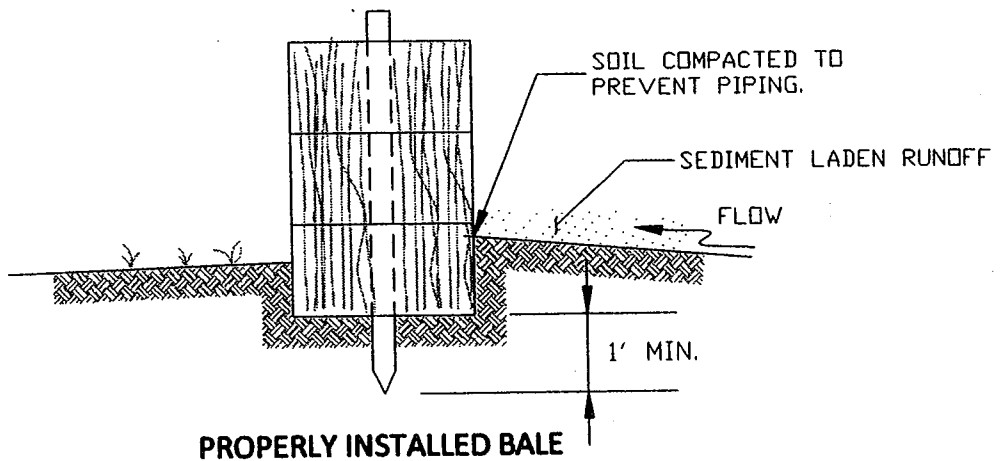


3. WEDGE LOOSE STRAW BETWEEN BALES.



4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

HAY OR STRAW BALE INSTALLATION SEQUENCE



PROPERLY INSTALLED BALE

BID BOND PREPARATION INSTRUCTIONS

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) (Q) (Name of Principal)
By (S) (Must be President or Vice President)
Title
Surety Corporate Seal (U) (V) (Name of Surety)
(W) 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.

Agency _____
REQ.P.O.# _____

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.**



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

STATE OF _____

COUNTY OF _____, TO-WIT:

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

- 1. I am an employee of _____; and,
(Company Name)
- 2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

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

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

(Notary Public)

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

RFQ No. _____

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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of December, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____