



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
DEP15463

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND  THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF LOBO CAPITAL, INC., NOW UNDER REVOKED PERMIT NUMBER(S) UO-204. THIS SITE CONSISTS OF APPROXIMATELY 3.5 ACRES AND IS LOCATED NEAR BRUCETON MILLS, WV IN PRESTON COUNTY.  THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.  A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 08/31/2011 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.  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 ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFOR						

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

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

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**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>MATION 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 INTERSTATE 68, TAKE THE BRUCETON MILLS EXIT. TURN ONTO ROUTE 26 SOUTH. DRIVE 5.3 MILES TO INTERSECTION WITH HUDSON RD. IN VALLEY POINT, TURN RIGHT. GO 0.2 MILES TO BOTTOM OF HILL AND CROSS BRIDGE. SITE ENTRANCE IS ON THE RIGHT BETWEEN TWO SMALL BARN.</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> <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</p>						

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<p>VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON 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> <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>						

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<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> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B</p>						

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<p>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 style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES            AND REGULATIONS, AND THE INFORMATION PROVIDED IN            THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING            DIVISION IS THE SOLE AUTHORITY GOVERNING THIS            PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR            ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS            OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS            DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO            EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES            FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS            CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT            WITHOUT FURTHER ORDER.</p>						

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<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 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> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTA OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p>						

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<p>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,</p> <p>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.</p> <p>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.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED</p>						

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

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 PHILIPPI, WV  
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <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>						
				DEP15463		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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



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
DEP15463

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10

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  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
<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> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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



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
DEP15463

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  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: CB-23  REQ. NO.: DEP15463  BID OPENING DATE: 09/28/2011  BID OPENING TIME: 1:30 P.M.  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  -----  PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:  -----     ***** THIS IS THE END OF RFQ DEP15463 ***** TOTAL: _____						

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	REQ. OR PO NO. DEP 15463
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA  
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VENDOR:

### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Lobo Capital, Inc., Permit UO-204, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

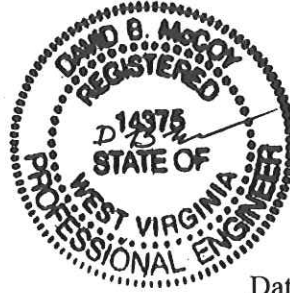
1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item #8.0. If, fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. Project sign is to be obtained and installed.
2. Storm water management shall be in place using bid item #6.0 in described locations prior to any disturbance of materials or earthwork takes place.
3. Revegetation and soil improvements are required for all disturbed areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item #4.0)
5. All bid items specified by ACRE on this project in the Bid Schedule shall require the submittal of a final survey to verify final acreages. This submittal shall include a copy of all field notes, a map to scale in paper and electronic form. The final survey must be conducted under the direct supervision of and certified by a Professional Surveyor or Professional Engineer licensed in the state of West Virginia. Partial payments may be made for estimated acreages that are field verified and agreed upon with the DEP onsite representative. Partial payments may not exceed 75% of bid item prior to final survey. This shall be paid from the Construction Stakeout bid item.
6. It shall be the contractor's responsibility to check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
7. Construct grouted riprap ditches and grass-lined channels.
8. Construct settling pond.
9. Install manhole and associated piping.
10. Bore, jack in casing, install pipe to drain mine. Ensure drainage flows through settling pond.
11. Remove anoxic limestone drain (ALD), install wet mine seal. Ensure drainage flows through settling pond.
12. Revegetation of disturbed areas with seed, lime, fertilizer, and mulch.
13. Any other site specific items required.

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VENDOR:

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



*David McCoy*

Registered Professional Engineer WV No. 14375

Date: 5-12-2011

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

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VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>LOBO CAPITAL, INC.</u></b>				
<b>PERMIT NUMBER(S): <u>UO-204</u></b>				
<b>The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.</b>				
1.0	LUMP SUM	<b><u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u></b> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
2.0	LUMP SUM	<b><u>SPILL CONTAINMENT AREA (S.C.A.)</u></b> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ _____
3.0	NO BID ITEM	<b><u>UTILITIES</u></b>	NO BID ITEM	
4.0	LUMP SUM	<b><u>CONSTRUCTION STAKEOUT</u></b> (Limited to 5% Total Bid)	LUMP SUM	\$ _____
5.0	<u>700</u> LF	<b><u>TEMPORARY FENCE</u></b>	\$ _____ PER LF	\$ _____
6.0	<u>800</u> LF	<b><u>STORMWATER MANAGEMENT - SILT FENCE &amp; HAYBALE DIKE</u></b> (Max. Bid \$5.00 Per LF)	\$ _____ PER LF	\$ _____
7.0	<u>50</u> TON	<b><u>INCIDENTAL STONE</u></b>	\$ _____ PER TON	\$ _____
8.0	<u>300</u> LF	<b><u>HAULROAD/ACCESS ROAD UPGRADE</u></b>	\$ _____ PER LF	\$ _____
8.1	<u>300</u> LF	<b><u>FILTER FABRIC FOR ROAD UPGRADE</u></b>	\$ _____ PER LF	\$ _____
8.2	<u>700</u> LF	<b><u>CONSTRUCT NEW HAULROAD/ACCESS ROAD</u></b>	\$ _____ PER LF	\$ _____
8.3	<u>160</u> LF	<b><u>CULVERTS - 18"</u></b>	\$ _____ PER LF	\$ _____
9.0		<b><u>HORIZONTAL BORING</u></b>		
9.1	LUMP SUM	<b><u>BORING PAD EXCAVATION</u></b>	LUMP SUM	\$ _____
9.2	<u>1600</u> LF	<b><u>PILOT HOLES</u></b>	\$ _____ PER LF	\$ _____
9.3	<u>800</u> LF	<b><u>12-INCH DIAMETER MINE DRAINS</u></b>	\$ _____ PER LF	\$ _____
9.4	LUMP SUM	<b><u>WATER TREATMENT</u></b>	LUMP SUM	\$ _____
10.0	<u>1</u> EA	<b><u>WET MINE SEAL</u></b>	\$ _____ PER EA	\$ _____

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11.0	<u>300</u> LF	<u>12-INCH DIAMETER HDPE PIPE</u>	\$ _____	\$ _____
			PER LF	
11.1	<u>3</u> EA	<u>12-INCH GATE VALVE</u>	\$ _____	\$ _____
			PER EA	
12.0	<u>1</u> EA	<u>PRE-CAST MANHOLE</u>	\$ _____	\$ _____
			PER EA	
13.0	<u>1</u> EA	<u>SETTLING POND</u>	\$ _____	\$ _____
			PER EA	
13.1	<u>1</u> EA	<u>POND LINER</u>	\$ _____	\$ _____
			PER EA	
13.2	<u>2</u> EA	<u>CONCRETE SPREADER</u>	\$ _____	\$ _____
			PER EA	
13.3	<u>150</u> LF	<u>BAFFLE CURTAIN</u>	\$ _____	\$ _____
			PER LF	
14.0		<u>DITCH</u>		
14.1	<u>1500</u> LF	<u>GRASS-LINED TRAPEZOIDAL DITCH - 6'</u>	\$ _____	\$ _____
			PER LF	
14.2	<u>550</u> LF	<u>GROUTED RIPRAP TRAPEZOIDAL DITCH - 6'</u>	\$ _____	\$ _____
			PER LF	
15.0		<u>REVEGETATION</u>		
15.1	<u>3.5</u> AC	<u>AGRICULTURAL LIME</u>	\$ _____	\$ _____
			PER ACRE	
15.2	<u>3.5</u> AC	<u>FERTILIZER</u>	\$ _____	\$ _____
			PER ACRE	
15.3	<u>3.5</u> AC	<u>MULCH</u>	\$ _____	\$ _____
			PER ACRE	
15.4	<u>3.5</u> AC	<u>VEGETATIVE SPECIES</u>	\$ _____	\$ _____
			PER ACRE	
16.0	<u>500</u> LF	<u>FENCE</u>	\$ _____	\$ _____
			PER LF	
16.1	<u>2</u> EA	<u>8' GATES</u>	\$ _____	\$ _____
			PER EA	
17.0	LUMP SUM	<u>STRUCTURE AND DEBRIS REMOVAL</u>	LUMP SUM	\$ _____
		<b>TOTAL PERMIT <u>UO-204:</u></b>		\$ _____



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## **BID ITEM TECHNICAL SPECIFICATIONS**

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

A project sign shall be obtained or manufactured and installed as indicated on the attached specifications and details. Payment for this sign shall be incidental to the mobilization item. No separate payment will be made. This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site necessary to begin work on a substantial phase of the contract.

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

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

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

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

### **3.0 UTILITIES**

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

### **4.0 CONSTRUCTION STAKEOUT**

This work shall consist of furnishing, placing, and maintaining construction layout stakes necessary for the proper execution of the work required under the Contract, production of as-built drawings, and of performing topographic surveys and obtaining surveyed cross-sections for accurate determination of pay item quantities. Construction stakeout shall be under the supervision of a Registered Professional Engineer or Licensed Land Surveyor and all drawings signed and/or sealed by such. 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.

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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.

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

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

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

B(6). The Contractor shall furnish a copy of his survey records for the Supervisor and for the 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 Supervisor and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure the proper dimensions, grades and elevations of the required work.

#### **5.0 TEMPORARY FENCE**

Item construction is dependent upon landowner request and DEP inspector approval, if construction schedule overlaps with landowner running cattle in field.

Provide and install all materials for a temporary fence system around all sludge cells and ponds on project to prevent cattle from interfering with construction areas as shown on the drawings, as specified and as needed for a complete and proper installation. Contractor shall provide adequate numbers of skilled workman who are trained and experienced in the necessary crafts and who are familiar with specified requirements to perform the work in this section. Location of fence and gates shall be approved by the DEP onsite representative.

Steel T-posts may be utilized with high tensile wire or barbed wire as necessary to keep cattle from crossing, and may require wooden corner and bracing posts (refer to permanent fence specifications and drawings for these applications). This temporary fence shall be paid for one time only and fence shall be maintained throughout the project, and until such permanent fencing is installed.

Method of measurement for this item shall be per liner foot of fence construction and removal in conformance with the drawings, specifications and accepted by the DEP onsite representative or Engineer.

#### **6.0 STORMWATER MANAGEMENT - SILT FENCE & 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

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to manage storm water runoff. (For more information on BMP methods go to the WVDEP website <http://www2.wvdep.org/dwmm/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.

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.

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6. Bales shall be securely anchored in place by stakes driven through the bales. Rebar shall not be permitted for use as stakes. 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 previously laid bale to force the bales together. See attached drawing for further 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. Installation of small sumps and rock check dams shall be incidental to this bid item.

**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 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.

#### **7.0 INCIDENTAL STONE**

During construction of culvert installations, roadway ditch improvements, reshaping of the roadway, rock check dams, and rock filter outlets, areas may need additional stone. After any necessary re-compaction and re-grading work on roadways has been performed by the contractor, a six (6) inch layer of #1 limestone (3.5" to 1.5" size) shall be placed as needed. This stone shall be graded and tracked in with a dozer or other equipment to achieve a compacted base for the final top layer of 1 ½ inch crusher run limestone (separate bid item). This bid item may include AASHTO #1, #3, or #57, ¾", 1 ½", or 3" crusher run, R-3, R-4, or R-5 rip rap limestone.

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.

#### **8.0 HAULROAD/ACCESS ROAD UPGRADE**

The contractor shall maintain and/or construct haulroad/access road(s) during the reclamation process to provide access on a well drained surface. Plan to upgrade the existing access road to the specifications and details as indicated in the Upgrade Access Road drawing. The access road on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Upon completion of all reclamation activities, a final 3 inch layer of 1 ½ crusher run limestone shall be placed on the roadway. Roads which are below the project shall be guarded against rolling rock and removal of rocks done as necessary. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item.

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### 8.1 FILTER FABRIC FOR ROAD UPGRADE

Filter Fabric (Tyvar 3401, Mirafi 500X, or equivalent) shall be placed over the completed road foundation (12' width) and covered with a six (6) inch minimum layer of No. 1 limestone (3½ to 1½ inches) (separate bid item). The fabric shall be paid for by the linear foot of road construction.

### 8.2 CONSTRUCT NEW HAULROAD/ACCESS ROAD

This required road will be approximately 700 LF. Accompanying plans show the details of the construction of the road. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work.

#### SITE PREPARATION

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

#### ROAD CONSTRUCTION

Suitable foundation material shall then be placed in compacted layers not to exceed six (6) inches in thickness to obtain the desired grade and alignment. Compaction equipment shall be utilized, and 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). If a solid road base already exists, the clean base stone may be substituted with a 6 inch thick layer of 3 inch size crusher run stone for better compaction. The base stone shall then be covered with 1½ inch size crusher run limestone so that the surface is choked off and a three (3) inch minimum layer remains on top. All base stone and fabric shall be completely covered with crusher run stone. The completed road shall have a minimum running surface width of twelve (12) feet and the surface shall be crowned and sloped to both sides a minimum of 24-horizontal to 1 vertical. Any fill sections, if used, shall not impound water.

#### ROADSIDE DITCHING

The total length of roadside ditch shall be along the entire length of the road. A roadside drainage ditch shall be established along the hillside of the road, and shall be free draining to any culverts crossing under the road. The ditch shall be vegetated and constructed as indicated in the New Access Road drawing.

#### COMPACTION EQUIPMENT

A smooth drum vibratory roller shall be utilized on the construction of all road surfaces. The road sub-grade shall be smooth drum roll compacted prior to placement of filter fabric. The base stones shall be roll compacted after spreading and final placement. The final top layer of crusher run limestone shall be roll compacted, and a minimum 3 inch thick layer shall remain (AFTER COMPACTION).

Payment shall be for completed length of road, and shall include any truck turn-around areas, which shall be paid as length of road. Any turn-around area locations shall be designated by the DEP on-site representative.

### 8.3 CULVERTS - 18"

The culvert shall be HDPE, dual wall smooth interior corrugated twenty (20) foot joint type. The pipe joints shall be silt-tight and the pipe shall meet ASTM D3350 manufacturing standards. The culvert locations shall be determined by the onsite DEP representative.

#### STANDARD INSTALLATION

Culverts installed in access roads shall cross the road at a 30 degree angle downgrade with a minimum grade of three

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percent (3%) from inlet to outlet, except in streams or diversion ditches where the pipe shall be installed straight and coincide with the normal direction of flow.

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

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

The culvert shall be covered with a minimum of twelve (12) inches of material. Payment shall be for length of culvert installed, and any riprap for rock aprons, headwalls and endwalls shall be incidental to this bid item.

### **9.0 HORIZONTAL BORING**

The mine shall be dewatered by two horizontal boreholes at the location shown on the plans and in accordance with the specifications and detail drawings. Prior to installing permanent mine drains, the existing mine pool shall be drained completely in a safe and controlled manner through two (2) 6-inch diameter pilot holes drilled from a boring pad to facilitate the horizontal drilling activities. The pilot holes shall be drilled about four (4) feet apart at the approximate alignment and grades shown on detail drawings. A drilling log shall be completed and kept at the site during all phases of the pilot hole installation. Depending on the drilling for the first pilot hole, the drilling of the second pilot hole may be altered as directed by the WVDEP.

The drilling site will require excavation to provide access for the drilling assembly. Measures must be employed to assure that site preparation is conducted in a safe manner. All appropriate accessories for the drill to function properly including motor controls and hoses shall be properly installed and provided with safety measures to prevent hazards to all persons who may visit the site. All material common to the operation must be stored and maintained properly.

The mine workings to be dewatered were located by test borings. The existing borings may be used as a guide to intercept the mine workings. Since the exact location of the mine workings was not identified, extra footage has been included in the bid item for pilot hole drilling. The Contractor will then have more than one opportunity to intercept the mine workings. There are two piezometers that may be used for monitoring the mine water level. The Contractor shall monitor the water level within the mine and perform the dewatering work in the safest manner possible. Any damages due to improperly controlled flows from the proposed boring shall be the sole responsibility of the Contractor. The Contractor will be required to submit surveying information, proposed hole alignment and other relevant information to the WVDEP for approval before drilling.

Pilot holes for dewatering the mine pool shall be drilled so that once the pilot holes encounter water, the outflow can be controlled and/or, if required, can be shut off. This stipulation also applies to drilling the larger permanent mine drains. Adequate piping is to be installed, or other arrangements shall be made that are previously approved by the WVDEP, so that water discharging from the pilot holes can be safely drained and the boring pad can be maintained relatively dry, and soil erosion can be minimized. The outlet for discharge shall be located downslope of the boring pad into newly constructed piping, manhole, ditching, and settling pond as shown on the plans. These drainage control structures must be in place prior to any horizontal boring.

The Contractor shall use a self-leveling laser or similar instrument to check the line and grade elevation during drilling operations. At every 20 feet of drilling advancement, and at the beginning of each work shift, the Contractor shall remove the drilling tool from the hole, "defog" the casing pipe and check the line and grade elevation. If misalignment occurs during the operations, the Contractor shall be responsible for abandoning the hole, backfilling and sealing the misaligned hole with grout, and drilling a new hole at the desired alignment and grade. No payment shall be made for a misaligned hole. Drains shall be drilled at a 0.5% to 1.0% upward slope into the mine void, to ensure proper drainage.

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Advancement of the pilot holes (and subsequent construction of the permanent mine drains) beyond the limits shown on the plans may be required if significant water volumes are not encountered. Following the completion of the pilot hole drilling, the Contractor shall allow the existing mine pool to drain while periodically measuring the mine pool elevation through the two piezometers. Discharged mine water shall be tested for pH throughout the dewatering process and may have to be treated with soda ash briquettes or other pH amendment chemicals as approved by the DEP inspector. A mine water neutralization system shall be constructed as necessary and the discharge treated in accordance with the Water Treatment Bid item. Contractor shall allow for and expect delays in the advancement of drilling operations as large volumes of water are encountered. Adequate treatment of mine water will likely require the flow to be restricted, thus temporarily inhibiting drilling.

All excess material generated by the work involved in this section may have to be placed into a temporary or permanent waste area within the construction limits. There are disposal areas identified within the construction limits for this project. On-site waste areas must be approved by the WVDEP.

After the existing mine pool is drained, the Contractor shall enlarge the pilot holes by reaming to sufficient diameter so that 16-inch diameter steel casing can be installed. Pipe sections shall be welded together as drilling advances. The pipe shall be perforated with 2-inch diameter holes on the inlet end for a minimum of 20 feet and/or as determined by the WVDEP from information obtained from the pilot hole drill log. If it cannot be proven that the mine has been completely dewatered prior to drilling and placing the 16" casing, a valve shall be in place on the casing during drilling to ensure that no high volume flows emanate from the mine.

Permanent 12-inch diameter HDPE SDR11 drain pipes shall be installed inside the 16-inch steel casing as directed by the WVDEP. The void space between the 16-inch diameter casing and the 12-inch HDPE pipe shall be pressure cement grouted. The grout shall begin at the pit end of the casing for a minimum of 20 feet to ensure an adequate seal to prevent mine water seepage.

The permanent 12-inch HDPE SDR 11 mine drain at its inlet end shall be provided with stainless steel rod guards to prevent entry of obstructions into the mine drain. A minimum of 20 feet of the 12 inch pipe shall be perforated (1 inch diameter holes) and shall extend into the mine void area beyond the 16-inch steel casing.

Trenches and excavation for the boring pit exceeding 5 feet in depth shall be adequately supported with suitable temporary shoring/bracing or other means, with all trenching and excavation activities being performed in accordance with OSHA Regulations 29 CFR Part 1926 and as approved by the WVDEP, to prevent caving, slipping or cracking of the sides and to protect workmen from injury. Any temporary shoring installed shall be removed promptly following backfilling of the trench and excavation. It shall be the responsibility of the Contractor to design the shoring or other means of supporting the trench and excavation sides to prevent failure. Excavation stability and safety, as with all other safety aspects of this project, are the Contractor's responsibility, with the WVDEP and WVDEP Engineer accepting no responsibility or liability for damages or injuries arising from work described herein.

At the completion of the dewatering system installation, the pit area material shall be replaced in compacted lifts with no lift exceeding six (6) inches. The entire width of each 6" lift shall be compacted with an overlapping pattern. If necessary, compaction equipment (vibratory roller, sheep's foot roller, etc.) may be used to help secure a solid area, which will not slip or allow seepage of the mine water. All stones exceeding 6 inches shall be removed from the embankment material prior to being placed. Also, any organic material (tree limbs, roots, top soil, etc.) shall be removed from embankment material prior to compaction. Weak or compressible areas, which cannot be satisfactorily compacted, shall be removed and replaced with properly compacted fill material. During dry conditions, water may need to be added to the fill material during the placement process to achieve optimum compaction. If the fill material is over saturated with water, the material may need to be spread and aerated prior to placement at the fill site for compaction.

Backfill material shall be suitable on-site or off-site material which is dry to damp and free of organic material. Any material planned for use as backfill material shall be approved by the WVDEP before use. If off-site material is utilized, the Contractor will be required to obtain an agreement from the borrow area landowner.

All remaining disturbed areas shall be regraded as directed by the WVDEP, including the drilling access area, waste areas and revegetated in accordance with the Revegetation bid item.

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### **9.1 BORING PAD EXCAVATION**

This item shall include the removal of material needed to set up the drilling rig on the proper elevation to horizontally drill into the deep mine void area for dewatering, as indicated in the attached drawings. Also, proper replacement of the material in compacted lifts shall be required to prevent any slippage or allow any seepage of mine water, as indicated in the Horizontal Boring bid item.

Sloping and benching for the pit excavation shall be performed in accordance with OSHA Regulations 29 CFR Part 1926 Subpart P App B and as approved by the WVDEP, to prevent caving, slipping or cracking of the sides and to protect workmen from injury. Consider the soil classification to be Type C soil which requires side slopes to be 1 ½ to 1 H:V maximum allowable. Due to the excavation site in backfill material with partial mine water saturation, plan to slope the sides at 2 H: 1V. The site may have to be over excavated to meet OSHA standards on maximum depth of excavation. The contractor is responsible to have any approved excavation plans, if needed.

### **9.2 PILOT HOLES**

The method of measurement for installation of "Pilot Holes" shall be per the linear foot, properly installed. This shall include the cost of furnishing all labor, materials, tools and equipment required for installing the holes, removing all cuttings and maintaining the holes open and clean until enlarged under the 12 -Inch Mine Drains bid item. The basis of payment for "Pilot Holes" shall be per linear foot, properly installed. The linear foot price shall include full compensation for all labor, drilling equipment, materials and incidentals necessary to complete the work. The 1600 LF includes enough length for four (4) separate attempts to hit the mine void, and only two (2) are required. Thus, a significant percentage (over half) of this bid item may not necessarily be used.

### **9.3 12-INCH DIAMETER MINE DRAINS**

The method of measurement for installation of two parallel "12-inch Diameter Mine Drains" shall be per the linear foot, properly installed. This shall include the cost of furnishing all labor, materials, tools and equipment required for installing the drains, including the removal and disposal of all cuttings, proper installation of the 16-inch diameter casing, 12-inch diameter HDPE SDR 11 pipe, and all incidental work connected.

Pipe shall be twelve (12) inch diameter, SDR 11 HDPE of standard manufacture. Install to manufacturers recommendations. Location of the pipe installation will be determined during construction by the DEP on site representative. The "12-inch HDPE Pipe" will convey the mine drainage water from the boring pit location to the "Constructed Settling Pond".

Provide all materials, equipment and personnel necessary for installation. Use butt fusion process to join pipes. A qualified fusion technician shall supervise the fusion of all joints.

The pipes shall exit into a collection manhole. The basis of payment for "12-inch Diameter Mine Drains" shall be per the linear foot of casings and drain pipes, properly installed. Said linear foot price shall include full compensation for all labor, drilling, pipe, equipment, materials and incidentals necessary to complete the work.

### **9.4 WATER TREATMENT**

While the mine is being dewatered, all water discharged from mine drains into the settling pond shall be analyzed and treated before discharge to receiving waters of the state. Expected pH is between 4 and 5 (to be verified by contractor); treat to a pH of 6 or to the pH of the receiving stream (whichever is greater). Water level was measured on 5/6/2011 to be 17.5' above pavement, which is consistent with past readings. Perimeter area of underground mine is estimated to be 40 acres. The mine is in the Upper Freeport coal seam, local thickness between 5 and 8 feet. Mine maps and more info can be found at the WV Geologic and Economic Survey (WVGES) website: <http://ims.wvgs.wvnet.edu/index.html>.

### **10.0 WET MINE SEAL**

A seal shall be constructed to conform to the plans and specifications as shown in drawing titled "Wet Mine Seal." Payment for the seal is for complete installation and verification by DEP inspector, with photos. This seal is to be constructed at the location of a former punch mine, to the right (north) of the main mine portals. A non-functional



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Anoxic Limestone Drain (ALD) exists in this location; contractor shall locate and remove all components of the ALD, installing the wet mine seal in its place. Clean limestone found in the ALD (quantities unknown) may be used in appropriate locations on this project, pending inspector approval. The perforated 12" HDPE pipe shall be included in this bid item; solid 12" HDPE pipe leading to the manhole shall be included in the following bid item.

#### **11.0 12-INCH DIAMETER HDPE PIPE**

Pipe shall be twelve (12) inch diameter, SDR 11 HDPE of standard manufacture. Install to manufacturers recommendations. Location of the pipe installation will be determined during construction by the DEP on site representative. The "12-inch HDPE Pipe" shall convey the mine drainage water from the punch mine wet seal to the manhole, and all mine drainage from the manhole to an open grouted riprap ditch leading to the newly constructed settling pond.

Provide all materials, equipment and personnel necessary for installation. Pipe shall be buried at least 2.5 ft. deep. Use butt fusion process to join pipes. A qualified fusion technician shall supervise the fusion of all joints.

The "12-inch HDPE pipe" will be back filled with standard 6" lifts, compacted to prevent seepage. The manhole exit pipe shall have animal guards installed on the exit end and shall be incidental to this bid item. Payment shall be per linear foot of pipe installed.

#### **11.1 12-INCH GATE VALVE**

One 12 inch epoxy coated cast iron gate valve shall be provided and installed on each 12" HDPE pipe before the manhole. The valve shall have a 2 inch square top nut, and resilient wedge gate type meeting AWWA C509 standards. A 2 inch square valve box key wrench shall be provided, and is incidental to this bid item. A piece of SDR 35 PVC pipe and cap shall be provided for a riser to access the valve. Appropriate rubber flange gaskets, stainless steel bolts/nuts, and welded HDPE flanges shall also be incidental to this bid item.

#### **12.0 PRE-CAST MANHOLE**

The manhole shall be "Type A" as specified by the West Virginia Department of Highways or shown on drawings. The elevation of the manhole shall be determined according to the invert of the 12 inch HDPE mine drain pipes. Excavation shall be done to the elevation determined by the mine drain. Undercutting shall be required if competent foundation conditions are not encountered. Compacted crushed stone shall be placed under manhole for bedding. The ring shall be of standard cast iron or ductile construction and shall be watertight with bolt anchors in the concrete. The lid shall be light weight ductile iron hinged type (Pamrex, Rexus brand or equal). Entrance and exit pipes shall extend four (4) inches past the manhole interior wall. The exit pipes are a single 12" HDPE pipe, a single 4" HDPE pipe, 40' in length (incidental to this bid item), and a 2" HDPE bottom drain pipe (also incidental to this bid item). The 4" pipe shall extend to the surface of the finished grade, and be capped (to be used in the future). The 2" bottom drain shall be installed in the bottom of the manhole with a stainless steel ball valve on the inside of the manhole, and shall terminate in the ditch or pond below, to facilitate complete gravity drainage of the manhole when necessary. Ensure that the all pipes are sealed into the manhole wall (use of mastic sealant followed by hydraulic cement grout shall be required). The purpose of the manhole is to establish a collection point to drive the future dosing unit while maintaining minimal slope from the mine drains. Also, the manhole shall serve as an entry point to perform maintenance on the mine drain pipes. See detail sheet for layout and desired location. Payment shall be made upon completion of installation and commencement of use of the manhole.

#### **13.0 SETTLING POND**

One settling pond shall be constructed. The pond shall have a top width of approximately seventy five (75) feet, a top length of one hundred twenty five (125) feet and a total excavation volume of approximately 59,000 cubic feet. The pond shall have a maximum water depth of 8 ft. with 2 ft. of freeboard. Interior side slopes shall be two horizontal to one vertical (2h:1v), exterior side slopes shall be two horizontal to one vertical (2h:1v).

The settling pond is a single per-each bid item. The settling pond inlet and outlet channel shall be paid for under the grouted riprap ditch (separate bid item), and shall be trapezoidal in shape. Remove all vegetation during clearing & grubbing operations for the pond site, which is incidental to this bid item.

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### EMBANKMENT CONSTRUCTION

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

#### 13.1 POND LINER

This bid item shall include the purchase and installation of HDPE 60 mil. textured geomembrane liners made by Poly-Flex or approved equivalent. The liner shall be installed in accordance to the manufacturer specifications and general requirements, attached. The liner shall extend over both inlet and exit spillways, and be keyed under the adjacent riprap channel (see specifications). After completion of liner installation, the pond liner shall not leak or seep any water away from the pond. The inlet and exit spillways shall also flow without leaking.

#### 13.2 CONCRETE SPREADER

Provide all materials, excavate and construct the concrete spreader as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. The concrete spreader shall also act as a seepage cutoff structure for the grouted riprap ditch leading in and out of each pond.

The channel is a Trapezoidal ditch, consisting of one and one half (1 ½) foot thick blanket of R-5 limestone with grout. The concrete spreader shall be impervious, thus containing all baffled settling pond discharge water. The concrete shall be Type II Sulfate Resistant Concrete (WVDOH Sec. 601). The concrete spreader shall have a width of 12 inches and a depth that continues into original ground two (2) feet each way. The skimmer shall be level, and the top of the skimmer shall be equal to the bottom of the outer edge of the ditch riprap. The concrete spreader shall have an 8 inch lower weir section to direct all treatment pond water. Reinforcing steel shall be utilized as indicated in the attached drawing. The water will flow through the grouted riprap of the channel. The pond liner shall extend over the concrete spreader and terminate below the grouted riprap channel. Payment for each concrete spreader shall also include any inlet or outlet grouting necessary to keep water flowing through the channels and over the spreader.

#### 13.3 BAFFLE CURTAIN

The baffle curtain shall be of an ultraviolet (UV) resistant type vinyl coated polyester material with a minimum total weight rating of 17 oz./sq. yd. Styrofoam floats of minimum size 3"x4"x24" shall be hot seam sealed into the top of baffle curtain, and shall be evenly spaced 4 inches apart end to end. A grommet shall be placed between each of the styrofoam floats. A 1/4 inch diameter stainless steel wire cable shall be seamed into the top of the baffle to anchor at the sides of the pond, and shall extend 10 feet past the cut length of the baffle curtain on each end. A 5/16 inch diameter link chain shall be hot seam sealed into the bottom of the baffle for weight. Curtain shall have aluminum plates attached at each end through the top hot seam to create another anchor point for the curtain. A shackle shall be attached through the plates. Secure anchor points (pipe, rods, or treated posts) shall be installed at the ponds edge to hold the baffle in place. Anchor points and the baffle location shall be approved by the DEP onsite representative

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before installation. The wire cable and shackles shall be attached in such a way to allow for easy disconnect while sludge is being pumped from the pond. All cable fasteners, eye bolts, and other accessories shall be stainless steel to prevent corrosion, and shall be incidental to this pay item. The baffle curtain opening slots shall be cut into the curtain below the hot seam seal at the top of the baffle, as directed by DEP onsite representative. The spacing and the size of the slots shall be determined by the DEP engineer or onsite representative, and shall be installed at the time of installation at pond site. Payment shall be per linear feet of baffle curtain specified. Baffle curtains shall be installed at two different locations. The approximate total length of curtain is 150 linear feet.

#### **14.1 GRASS-LINED TRAPEZOIDAL DITCH – 6'**

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

Grass liner mat shall be Excelsior Type 1 Curlex Erosion Control Matting or approved equivalent, and shall be installed with all applicable ground anchor stakes/edge stabilization per manufacturer's specifications.

#### **14.2 GROUTED RIPRAP TRAPEZOIDAL DITCH – 6'**

Unless otherwise noted shall be durable rock placed in a 1.5 foot thick blanket.

#### **Riprap Standard**

Rock riprap for channels, ditches and crossings shall consist of hard durable sandstone or limestone. The rock shall be composed of a well-graded mixture ranging in size from 3-inches minimum to 18-inches maximum diameter. The mixture shall have a  $d_{50}$  of **12 inches** with no more than 15% of weight less than 6 inches. Fifty percent (50%) of the mixture by weight shall be larger than the  $d_{50}$  size. See detailed chart for actual  $d_{50}$  size and other details for specific channels, ditches and crossings.

A well-graded mixture is defined as a mixture composed primarily of the larger stone sizes but with a sufficient mixture of other sizes to fill the progressively smaller voids between the stones. The diameter of the largest stone size in such a mixture shall be considered to be 1.5 times the  $d_{50}$  size. The riprap size as shown on the plans and specifications or for other construction purposes shall be the size of the largest stone in the mixture, i.e.,  $1.5 \times d_{50}$ . The thickness of the riprap blanket shall be equal to the maximum stone diameter or  $1.5 \times d_{50}$ , whichever is greater.

Stone for riprap shall consist of shot rock or rough unhewn quarry stone of approximately rectangular shape. The stone shall be hard and angular and of such quality that it will not disintegrate on exposure to water or weathering, and it shall be suitable in all other respects for the purpose intended. Shale shall not be used for riprap. The specific gravity of the individual stones shall be at least 2.5.

All rock 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, as modified by AASHTO T-104. If riprap suitability is questionable, durability shall be determined by the sodium sulphate soundness test (ASTM C 88/AASHTO T 104-77).

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

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

### **15.0 REVEGETATION**

The actual seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the Department of Environmental Protection. Contractor shall provide equipment as necessary to secure approval of the seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, but no additional monetary compensation will be awarded. Areas outside the limits of construction, disturbed by the contractor, shall be revegetated by the contractor at no expense to DEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the DEP Specialist. It shall be the vendor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation is established. The acreage quantities in this contract are for bidding purposes only. It shall be the contractor's responsibility to verify acreage for bidding purposes. The contractor shall not exceed the contract amount of 3.5 acres. If any additional amount is required, the contractor must have written approval from the DEP, prior to any additional work being completed.

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.

### **15.1 AGRICULTURAL LIME**

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

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

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

Lime shall be applied at 10 ton/acre.

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### 15.2 FERTILIZER

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

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

### 15.3 MULCH

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

Mulch: Wood Fiber @ 1.0 ton/Acre

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

### 15.4 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.

VEGETATIVE SPECIES <sup>1</sup>	RATE/ACRE <sup>1</sup>
Orchard Grass	@ 15 lbs/acre
Birdsfoot Trefoil <sup>2</sup>	@ 15 lbs/acre
Yellow Sweet Clover	@ 5 lbs/acre
Red Clover	@ 10 lbs/acre
Perennial Ryegrass	@ 25 lbs/acre
Foxtail Millet <sup>3</sup>	@ 12 lbs/acre
Wheat or Rye <sup>4</sup>	@ 50 lbs/acre
Black Locust <sup>5</sup>	@ 3 lbs/acre

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

Post Mine Land Use: Hayland/Pasture

### 16.0 FENCE

This item shall consist of site preparation; providing all necessary materials, equipment, and personnel needed to carry out the installation and reclamation of site disturbances. Install fences at the locations shown on the plans and/or as directed by the DEP on site representative.

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

Woven wire fence fabric shall be used (10-47-6-11).

One strand of barbed wire shall be placed 3 inches above the top strand of the woven wire.

Use gate specifications for placing gates in fence line.

Line posts shall be spaced a maximum distance of 16 feet.

No fence curvature is anticipated.

Line posts shall have a minimum length of 7 feet.

Posts may be driven, tamped, or set in concrete as necessary.

In the event concrete is used, the top of concrete will be held a min. of 6" below the finished ground level.

Payment of this item shall be for the measured length installed.

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### **16.1 8' GATES**

Gates and other fence hardware shall be hot-dipped galvanized as per ASTM A153 specifications for zinc coating (hot dip) on iron and steel hardware. Gates shall be painted. Preferred colors are green or tan.

Wood posts and braces shall be pressure-preservative treated according to Federal Specification TT-W-571, Wood Preservation: Treating Practices, latest revision and may be round or square. Decay-resistant species may be used untreated with prior approval.

Gate posts shall be a minimum 6-inch top diameter or square and 8 ft. long.

Post holes shall be a minimum of three (3) ft. deep and twelve (12) inch in diameter or square. Sides shall be nearly vertical. Posts shall be embedded in concrete. The embedment shall extend 2 inches above grade at the post and shall slope to grade at the edge of the concrete. Concrete shall have a minimum 28-day test strength of 4000 psi.

Posts shall be braced to support the weight of the gate. Conventional bracing or use of a dead man will be considered for approval.

The gates shall be two (2) inch diameter heavy duty pipe gates or equivalent. Provide a lockable latch which includes protection for the lock. All hardware and/or accessories necessary for installation of gates shall be incidental to the bid price. Gates will be installed at the intersection of the access road and the county road, and specified locations around the treatment ponds. Payment shall be made at the completion of installation and acceptance by the DEP.

### **17.0 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 or Conduit is to be dismantled, removed and properly disposed of off-site and according to state, local, and federal requirements. Known Items include Anoxic Limestone Drain (ALD) at punch mine site, non-functioning culverts, and miscellaneous junk to be identified by the landowner.

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## **BID PREPARATION INFORMATION**

### **HISTORICAL INFORMATION**

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

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

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

### **PREBID CONFERENCE**

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

### **VIDEO**

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

### **INTENT OF CONTRACT**

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

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

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## GENERAL PERFORMANCE STANDARDS

### INTRODUCTION

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

### BACKFILLING

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

### BLASTING

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

### LIFE OF CONTRACT

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

### WORK PERFORMANCE PERIOD

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

### NOTICE TO PROCEED

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



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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 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

Shall commence with initial start-up of the project and remain in effect for the extent of the backfilling, regrading and revegetation activity. The Contractor is responsible for performing the best management practices. Adequate facilities shall be installed, operated and maintained using the best management practices of the U.S. Environmental Protection Agency's Non-Point Source (NPS) Program for sediment control during the active reclamation. The contractor shall take any and all steps necessary to prevent erosion or silting problems from occurring and to minimize pollution or sedimentation of the stream. If any such problems develop, the contractor shall be responsible to take immediate corrective action. No separate payment for this work will be honored. All impounded waters which require removal during reclamation, shall be pumped with appropriate measures taken to

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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. Removal of aggregate from the stockpile shall be done in a manner which will not result in the inclusion of foreign material into the aggregate. The use of the aggregate will determine if exceptions are permitted.

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

### **MAINTENANCE DURING CONSTRUCTION**

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

### **FINAL INSPECTION**

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

### **ACREAGE QUANTITIES**

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

### **PAYMENT**

Invoices must be submitted on prescribed Department of Environmental Protection, Special Reclamation Program forms and include verification. Certified contractor payrolls for operators directly involved in this project and a current workers compensation certificate must accompany each invoice for payment. Verification of wage rates

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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 and etc., are removed from the site.

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

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

ROAD ABANDONMENT shall be included in the final construction invoice, when necessary.

### FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

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

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

### REVEGETATION AND WARRANTY

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

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

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

### CONTRACT NON-COMPLIANCE

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

### CONTRACT DELETIONS

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

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**CANCELLATION**

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

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

Termination of the Contract or a portion thereof shall not relieve the Contractor of his responsibilities for the completed work, nor shall it relieve his surety of 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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S

Attn:

Re: Notice to Proceed  
 Permit Name: \_\_\_\_\_  
 Permit No. \_\_\_\_\_  
 Purchase Order No.: DEP

Dear :

M

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

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

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

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

L

Sincerely,

E

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### 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 3/4" 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.



Earl Ray Tomblin,  
Governor



Randy C. Huffman,  
Cabinet Secretary



Ken Ellison,  
Director

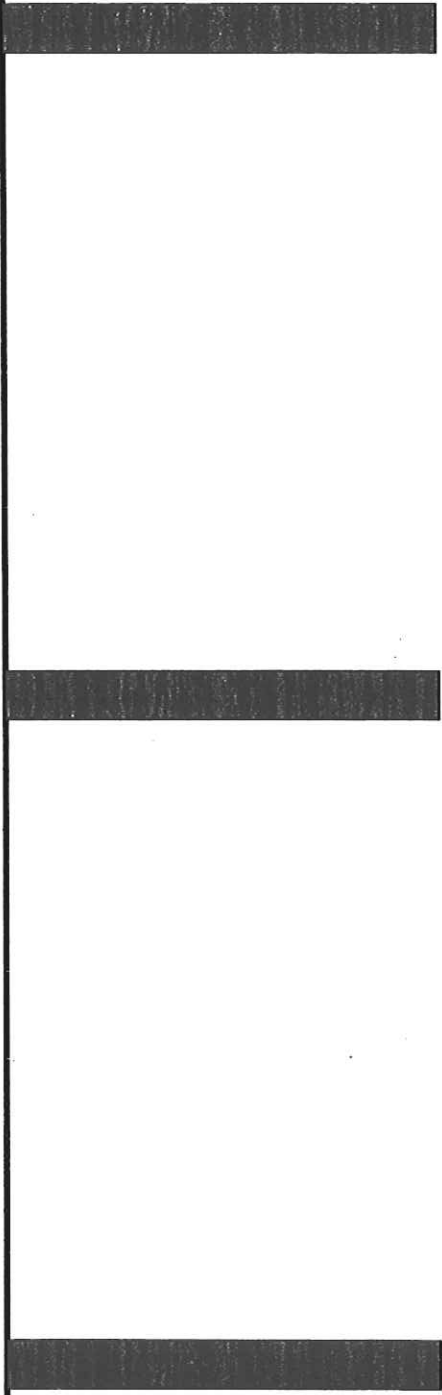
**STATE OF WEST VIRGINIA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Division of Land Restoration**  
**Office of Special Reclamation**

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

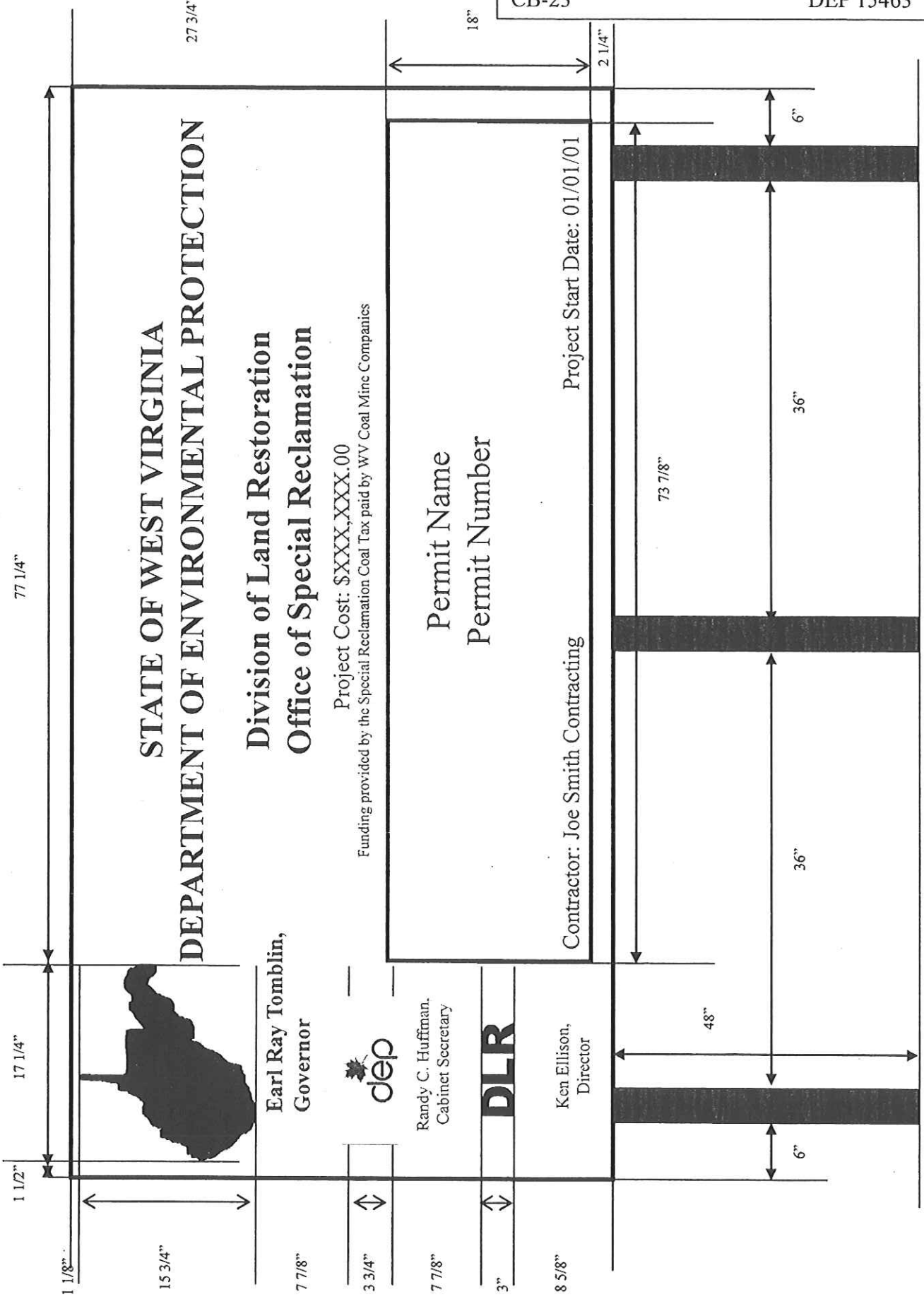
Permit Name  
Permit Number

Contractor: Joe Smith Contracting




Project Start Date: 01/01/01



CB-23 DEP 15463






  
**STATE OF WEST VIRGINIA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
  
**Division of Land Restoration**  
**Office of Special Reclamation**  
  
 Earl Ray Tomblin,  
 Governor  
  

  
 Randy C. Huffman,  
 Cabinet Secretary  
  

  
 Ken Ellison,  
 Director  
  
 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

96"

48"

81 3/8"

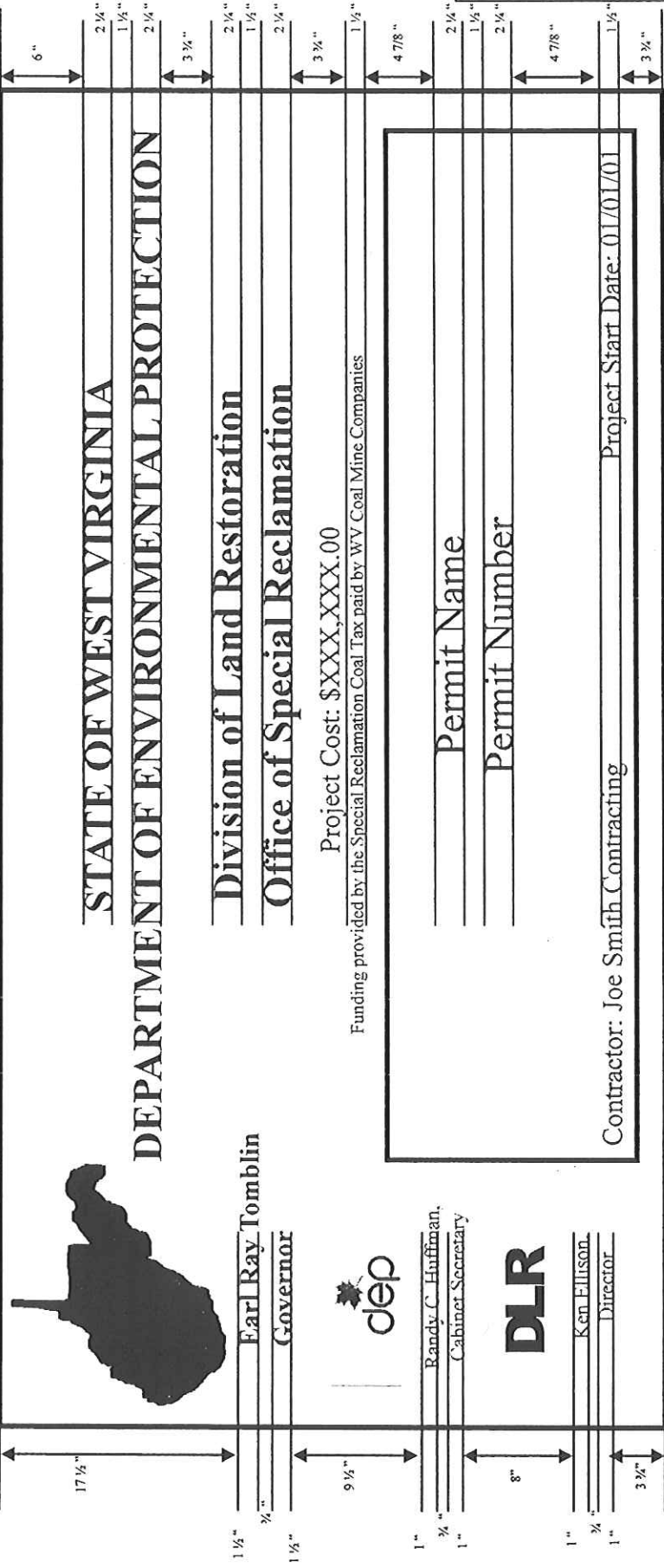
7 7/8"

9 3/8"

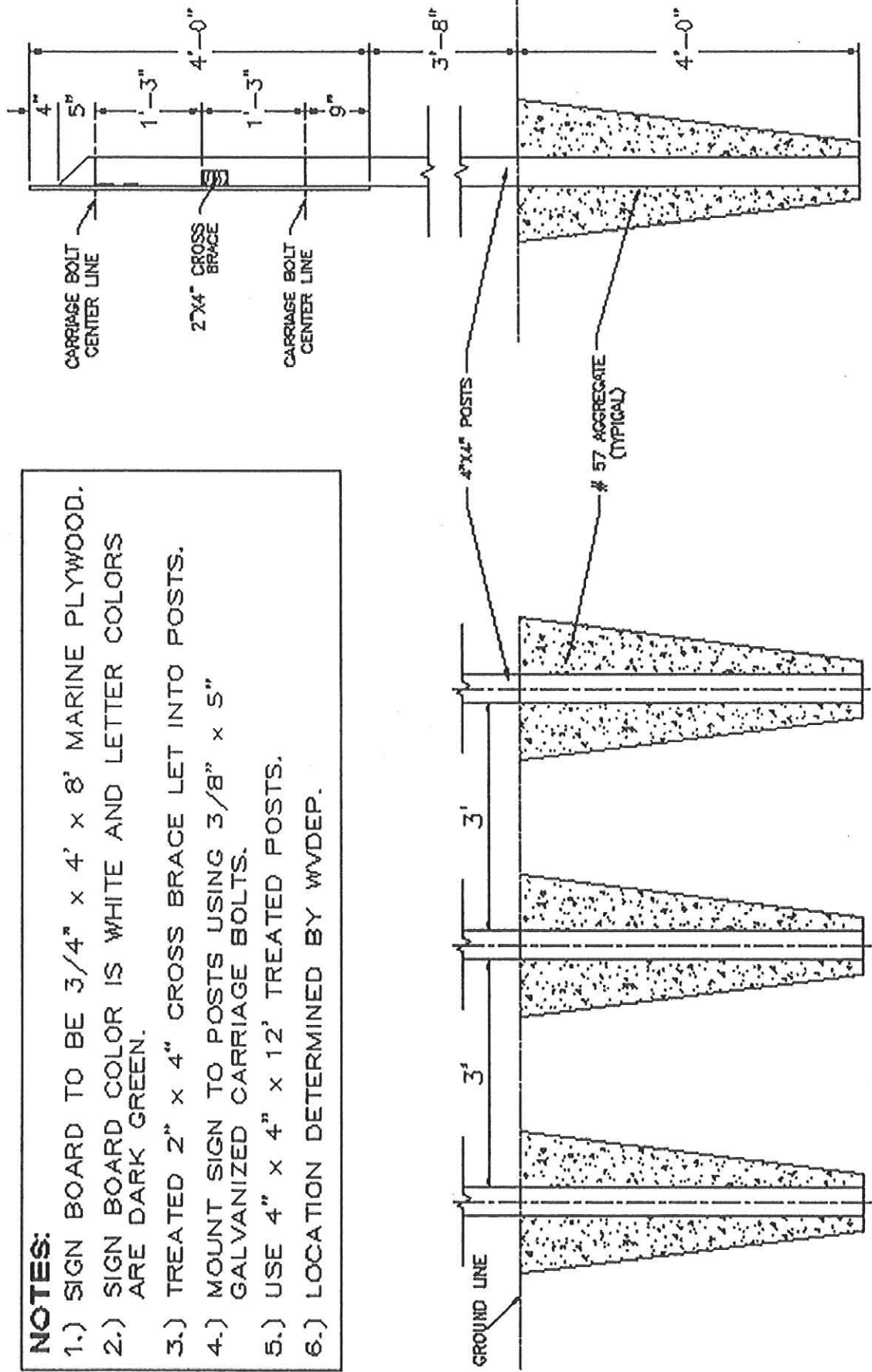
5 1/4"

CB-23

DEP 15463



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



PROJECT SIGN  
NOT TO SCALE

BUYER CB-23		REQ. OR P.O. No. DEP 15463
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## POLY FLEX LINER SPECIFICATIONS

### 1. GENERAL REQUIREMENTS

#### 1.1 Scope

The following describes parameters for the manufacture, supply, and installation of Poly-Flex polyethylene geomembranes. All procedures, operations, and methods shall be in strict accordance with the engineer's specifications, plans, and drawings.

#### 1.2 Qualifications of Contractor Work Activities

##### 1.2.1 Manufacturing

The manufacturer shall have at least five (5) years continuous experience in manufacturing polyethylene geomembrane and/or experience totaling 10,000,000 square feet of manufactured polyethylene geomembrane.

##### 1.2.2 Installation

The installation contractor shall be the manufacturer or a dealer trained to install the manufacturer's geomembrane.

Installation shall be performed under the constant direction of a field installation supervisor who shall remain on site and be responsible, throughout the liner installation, for liner layout, seaming, testing, repairs, and all other activities by the Installer. The field installation supervisor shall have installed or supervised the installation of a minimum of 2,000,000 square feet of polyethylene geomembrane. Seaming shall be performed under the direction of a master seamer (who may also be the field installation supervisor) who has seamed a minimum of 2,000,000 square feet of polyethylene geomembrane, using the same type of seaming apparatus specified for this project. The field installation supervisor and/or master seamer shall be present whenever seaming is performed.

#### 1.3 Submittals

##### 1.3.1 Manufacturer

The manufacturer shall provide the following information:

##### A. Submittals After Contract Award, Prior to Liner Installation

1. List of material properties.
2. Manufacturing quality control program.
3. Copy of quality control certificates issued by the resin supplier.
4. Copy of quality control certificates for the geomembranes in conformance with Section 2.4.3.

##### 1.3.2 Installation Contractor

The installer shall provide the following written information:

##### A. Submittals by Successful Bidder Prior to Commencement of Installation

A list of completed facilities, totaling a minimum of 2,000,000 square feet, for which the installer has installed polyethylene geomembrane. For each installation, the following information shall be provided:

- a. Name and purpose of facility, location, and date of installation.
- b. Name of owner, design engineer, manufacturer, and name and telephone number of contact at the facility who can discuss the project.
- c. Thickness and quantity of the installed geomembrane.

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## POLY FLEX LINER SPECIFICATIONS

d. Proposed installation panel layout.

### 1.4 Meeting

A daily meeting shall be held at the work area just prior to commencement of the work to discuss work activities. The earthwork contractor, the liner installer and the inspector shall be present.

### 1.5 Warranty

A written Warranty shall be obtained from the manufacturer (for material) and the installation contractor (for workmanship). These documents shall warrant both the quality of the material and workmanship for a specified duration of time.

## 2. MATERIAL SPECIFICATIONS

### 2.1 Materials

1. The geomembrane shall be High-Density Polyethylene (HDPE).
2. Gasket material shall be neoprene, closed cell medium, 1/4-inch thick, 2 inches wide with adhesive on one side, or other compatible gasket materials as required.
3. Metal battens or banding and hardware shall be stainless steel.
4. Water cut-off mastic shall be Neoprene Flashing Cement as supplied by Poly-Flex, Inc., or as required.
5. Sealant shall be General Electric Silicone, RTV 103, or equivalent.

### 2.2 Geomembrane Raw Materials

The geomembrane shall be manufactured of polyethylene resins produced in the United States and shall be compounded and manufactured specifically for the intended purpose. The resin manufacturer shall certify each lot for the following properties.

The natural polyethylene resin without the carbon black shall meet the following requirements:

Property	Test Method	HDPE Requirements
Density, g/cc	ASTM D 1505 or ASTM D 792	0.935 - 0.940
Melt Index, g/10 min.	ASTM D 1238 Condition E	<0.4

### 2.3 Rolls

The geomembrane shall be a minimum 23.0 ft seamless width, as manufactured by Poly-Flex, Inc. (2000 W. Marshall Dr., Grand Prairie, TX 75051, 888-765-9359). Carbon black shall be added to the resin if the resin is not compounded for ultra-violet resistance.

The geomembrane shall be supplied in rolls. Labels on each roll shall identify the thickness of the material, the length and width of the roll, lot and roll numbers, and name of manufacturer.

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## POLY FLEX LINER SPECIFICATIONS

### Applicable Test Methods

American Society for Testing and Materials (ASTM)

ASTM D 792	Specific gravity (relative density) and density of plastics by displacement
ASTM D 1004	Initial tear resistance of plastic sheeting
ASTM D 1238	Flow rates of thermoplastics by extrusion plastometers
ASTM D 1505	Density of plastics by the Density-Gradient technique
ASTM D 1603	Carbon black in olefin plastics
ASTM D 1898	Sampling of plastics
ASTM D 3895	Test method for oxidative induction time of polyolefins by thermal analysis
ASTM D 4833	Index Puncture Resistance of geotextiles, geomembranes and related products
ASTM D 5199	Test method for measuring nominal thickness of geotextiles and geomembrane
ASTM D 5323	Determination of 2% secant modulus for polyethylene geomembranes
ASTM D 5397	Procedure to perform a single point notched constant tensile load - Appendix (SP-NCTL) test
ASTM D 5596	Test method for microscopic evaluation of the dispersion of carbon black in polyolefin geosynthetics
ASTM D 5617	Multi-axial tension test for geosynthetics
ASTM D 5721	Practice for air-oven aging of polyolefin geomembranes
ASTM D 5885	Test method for oxidative induction time of polyolefin geosynthetics by high pressure differential scanning calorimetry
ASTM D 5994	Test method for measuring the core thickness of textured geomembranes
ASTM D 6392	Determining the integrity of nonreinforced geomembrane seams produced using thermo-fusing methods
ASTM D 6693	Determining tensile properties of nonreinforced polyethylene and nonreinforced flexible polypropylene geomembranes

Geosynthetic Research Institute (GRI)

GRI GM 10	Specification for the stress crack resistance of geomembrane sheet
GRI GM 11	Accelerated weathering of geomembranes using a florescent UVA-condensation exposure device
GRI GM 19	Seam strength and related properties of thermally bonded polyolefin geomembranes

The geomembrane rolls shall meet the following specifications:

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**POLY FLEX LINER SPECIFICATIONS**  
**TEXTURED HDPE GEOMEMBRANE (ENGLISH UNITS)**

Property	Test Method	Minimum Average Values			
		40 mil	60 mil	80 mil	100 mil
Thickness, mils	ASTM D 5994				
minimum average		38	57	76	95
lowest individual of 8 of 10 readings		36	54	72	90
lowest individual of 10 readings		34	51	68	85
Asperity Height <sup>1</sup> , mils	ASTM D 7466	10	10	10	10
Sheet Density, g/cc	ASTM D 1505/D 792	0.940	0.940	0.940	0.940
Tensile Properties <sup>2</sup>	ASTM D 6693				
1. Yield Strength, lb/in		84	126	168	210
2. Break Strength, lb/in		60	90	120	150
3. Yield Elongation, %		12	12	12	12
4. Break Elongation, %		100	100	100	100
Tear Resistance, lb	ASTM D 1004	28	42	56	70
Puncture Resistance, lb	ASTM D 4833	60	90	120	150
Stress Crack Resistance <sup>3</sup> , hrs	ASTM D 5397 (App.)	300	300	300	300
Carbon Black Content <sup>4</sup> , %	ASTM D 1603	2.0 - 3.0	2.0 - 3.0	2.0 - 3.0	2.0 - 3.0
Carbon Black Dispersion	ASTM D 5596	-Note 5-			
Oxidative Induction Time (OIT)					
Standard OIT, minutes	ASTM D 3895	100	100	100	100
Oven Aging at 85°C	ASTM D 5721				
High Pressure OIT - % retained after 90 days	ASTM D 5885	80	80	80	80
UV Resistance <sup>6</sup>	GRI GM11				
High Pressure OIT <sup>7</sup> - % retained after 1600 hrs	ASTM D 5885	50	50	50	50
Seam Properties	ASTM D 6392 (@ 2 in/min)				
1. Shear Strength, lb/in		80	120	160	200
2. Peel Strength, lb/in - Hot Wedge		60	91	121	151
- Extrusion Fillet		52	78	104	130
Roll Dimensions					
1. Width (feet):		23	23	23	23
2. Length (feet)		750	500	375	300
3. Area (square feet):		17,250	11,500	8,625	6,900
4. Gross weight (pounds, approx.)		3,500	3,500	3,470	3,470

1 Of the 10 readings; 8 must be  $\geq 7$  mils and lowest individual reading must be  $\geq 5$  mils.

2 Machine direction (MD) and cross machine direction (XMD) average values should be on the basis of 5 test specimens each direction. Yield elongation is calculated using a gauge length of 1.3 inches; Break elongation is calculated using a gauge length of 2.0 inches.

3 The yield stress used to calculate the applied load for the SP-NCTL test should be the mean value via MQC testing.

4 Other methods such as ASTM D 4218 or microwave methods are acceptable if an appropriate correlation can be established.

5 Carbon black dispersion for 10 different views: Nine in Categories 1 and 2 with one allowed in Category 3.

6 The condition of the test should be 20 hr. UV cycle at 75°C followed by 4 hr. condensation at 60°C.

7 UV resistance is based on percent retained value regardless of the original HP-OIT value.

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## POLY FLEX LINER SPECIFICATIONS

### 2.4 Quality Control Specifications

#### 2.4.1 Raw Materials

##### A. Resin

All resins for use in geomembrane must pass a candidate pre-approval process before being eligible for use. Each incoming railcar shall be sampled by compartment with the following testing performed and compared to the manufacturer's specifications:

1. Density: ASTM D 1505.
2. Melt Index: ASTM D 1238.
3. Oxidative Induction Time (OIT): ASTM D 3895.

##### B. Additives

All incoming materials are to be tested and approved prior to use with the following testing performed and compared to the manufacturer's specifications:

1. Carbon Black Content: ASTM D 1603.
2. Oxidative Induction Time (OIT): ASTM D 3895.

#### 2.4.2 Finished Product: During Production

##### A. Inspection

Performed on each roll during manufacturing.

##### 1. Appearance

Sheet surface appearance shall be monitored for flaws.

##### 2. Thickness

A full width sample shall be cut from the end of each roll for thickness measurement.

##### B. Roll Identification

Four tags per roll shall be used.

1. Outside the core.
2. On the core plug.
3. On the roll surface.
4. On the production roll sample.

##### C. Out-of-Spec. Material

Any roll not meeting the specification for any of the above inspections shall be separated from other rolls and placed on hold.

#### 2.4.3 Manufacturer's Quality Control & Quality Assurance Testing

##### A. Sampling

Full width samples shall be taken as retains from the end of each roll to the manufacturer's laboratory.





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## POLY FLEX LINER SPECIFICATIONS

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|-------------------------|-------------|
| 2. Density              | ASTM D 1505 |
| 3. Melt Index           | ASTM D 1238 |
| 4. Carbon Black Content | ASTM D 1603 |

### D. Reporting

Results from the testing shall be reviewed by the quality control manager. Material that does not meet specifications shall be identified and placed on hold. The test data shall then be transferred to the product data file for roll certification.

## 3. GEOMEMBRANE INSTALLATION

### 3.1 Materials Logistics

#### 3.1.1 Transportation and On-site Storage

The geomembrane rolls shall be shipped by flatbed trailer to the job site. The geomembrane shall be stored so as to be protected from puncture, dirt, grease, moisture and excessive heat. Damaged material shall be stored separately for repair or replacement. The rolls shall be stored on a prepared smooth surface (not wooden pallets) and should not be stacked more than two rolls high.

### 3.2 Earthwork

#### 3.2.1 General

The owner or his representative (soil quality assurance inspector) shall inspect the subgrade preparation. Prior to liner installation the subgrade shall be compacted in accordance with the project specifications. Weak or compressible areas which cannot be satisfactorily compacted should be removed and replaced with properly compacted fill. All surfaces to be lined shall be smooth, free of all foreign and organic material, sharp objects, or debris of any kind. The subgrade shall provide a firm, unyielding foundation with no sharp changes or abrupt breaks in grade. Standing water or excessive moisture shall not be allowed.

The installer, on a daily basis, shall approve the surface on which the geomembrane will be installed. After the supporting soil surface has been approved, it shall be the installer's responsibility to indicate to the inspector any changes to its condition that may require repair work.

#### 3.2.2 Anchor Trench

The anchor trench shall be excavated to the line, grade, and width shown on the project construction drawings, prior to liner system placement. Slightly rounded corners shall be provided in the trench to avoid sharp bends in the geomembrane.

### 3.3 Method of Placement

The rolls shall be deployed using a spreader bar assembly attached to a loader bucket or by other methods approved by the project engineer.

The installer shall be responsible for the following:

1. Equipment or tools shall not damage the geomembrane during handling, transportation and deployment.
2. Personnel working on the geomembrane shall not smoke or wear damaging shoes.
3. The method used to unroll the panels shall not cause scratches or crimps in the geomembrane and shall not damage

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## POLY FLEX LINER SPECIFICATIONS

the supporting soil.

- Adequate loading (e.g., sand bags or similar items that will not damage the geomembrane) shall be placed to prevent uplift by wind (in case of high winds, continuous loading is recommended along edges of panels to minimize risk of wind flow under the panels).

### 3.3.1 Weather Conditions

Geomembrane deployment shall proceed between ambient temperatures of 32° F and 104° F. Placement can precede below 32° F only after it has been verified by the inspector that the material can be seamed according to the specification. Geomembrane placement shall not be done during any precipitation, in the presence of excessive moisture (e.g., fog, rain, dew) or in the presence of excessive winds, as determined by the installation supervisor.

## 3.4 Field Seaming

Approved seaming processes are fusion and extrusion welding. On side slopes, seams shall be oriented in the general direction of maximum slope, i.e., oriented down, not across the slope. In corners and odd-shaped geometric locations, the number of field seams shall be minimized.

No base T-seam shall be closer than 5 feet from the toe of the slope. Seams shall be aligned with the least possible number of wrinkles and "fishmouths". If a fishmouth or wrinkle is found, it shall be relieved and cap-stripped.

### 3.4.1 Seam Overlap

Geomembrane panels must have a finished minimum overlap of 4 inches for fusion welding and 6 inches for extrusion welding.

Cleaning solvents may not be used unless the product is approved by the liner manufacturer.

### 3.4.2 Test Seams

Field test seams shall be conducted on the liner to verify that seaming conditions are satisfactory. Test seams shall be conducted at the beginning of each seaming period and at least once every 4 hours, for each seaming apparatus and personnel used that day.

All test seams shall be made in contact with the subgrade. Welding rod used for extrusion welding shall have the same properties as the resin used to manufacture the geomembrane. The test seam samples shall be 10 feet long for fusion welding and 3 feet long for extrusion welding with the seam centered lengthwise. Three specimens shall be cut from each end of the test seams by the inspector. The inspector shall use a tensiometer to test 3 specimens for shear and 3 specimens for peel. Each specimen shall be one inch wide with a grip separation of 4 inches plus the width of the seam. The seam shall be centered between the clamps. The rate of grip separation shall be 2 inches per minute.

### 3.4.3 Assessment of Seam Test Results

For both smooth and textured seams the strength of two out of three 1.0 inch (25 mm) wide strip specimens should meet or exceed values given in this specification. The third must meet or exceed 80% of the given values. The shear percent elongation should exceed 50%. The assumed gauge length is considered to be the unseamed sheet material on either side of the welded area. Elongation measurements should be omitted for field testing. In addition, the peel separation should not exceed 25% based on the proportion of area of separated bond to the area of the original bonding. Regarding the locus-of-break patterns of the different seaming methods in shear and peel, the following are unacceptable break codes per their description in the ASTM D 6392. In this regard, SIP is an acceptable break code.

#### Unacceptable Break Codes

Hot Wedge: AD and AD-BRK > 25%

Extrusion Fillet: AD1, AD2 and AD-Weld (unless strength is achieved)

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## POLY FLEX LINER SPECIFICATIONS

### 3.4.4 Non-Destructive Seam Testing

The installer shall non-destructively test all field seams over their full length.

#### A. Vacuum Box Testing

Equipment for testing extrusion seams shall be comprised of the following:

1. A vacuum box assembly consisting of a rigid housing, a transparent viewing window, a soft rubber gasket attached to the bottom, port hole or valve assembly, and a vacuum gauge.
2. Soapy solution in a plastic bucket with a mop.

The following procedures shall be followed by the installer:

1. Excess sheet overlap shall be trimmed away.
2. Wet a strip of geomembrane approximately 12 inches wide by the length of box with the soapy solution.
3. Place the box over the wetted area and compress.
4. Create a vacuum of 3 - 5 psi.
5. Ensure that a leak tight seal is created.
6. For a period of approximately 10 seconds, examine the geomembrane through the viewing window for the presence of animated soap bubbles.
7. If no animated bubbles appear after 10 seconds, close the vacuum valve and open the bleed valve, move the box over the next adjoining area with a minimum 3 inches overlap and repeat the process.
8. All areas where animated soap bubbles appear shall be marked, repaired and then retested.

The following procedures shall apply to locations where seams cannot be non-destructively tested.

1. If the seam is accessible to testing equipment prior to final installation, the seam shall be non-destructively tested prior to final installation.
2. If the seam cannot be tested prior to final installation, the seams shall be spark tested according to the spark tester manufacturer's procedures.

#### B. Air Pressure Testing (For Double Fusion Seams Only)

Equipment for testing double fusion seams shall be comprised of the following:

1. An air pump equipped with pressure gauge capable of generating and sustaining a pressure between 25 and 30 psi.
2. A pressure gauge equipped with a sharp hollow needle.

The following procedures shall be followed by the installer:

1. Seal one end of the seam to be tested.
2. Insert needle or other approved pressure feed device through the sealed end of the channel created by the double wedge fusion weld.
3. Energize the air pump to verify the unobstructed passage of air through the channel.
4. Seal the other end of the channel.
5. Energize the air pump to a pressure between 25 and 30 psi, close valve, allow 2 minutes for the injected air to come to equilibrium in the channel, and sustain pressure for approximately 5 minutes.
6. If loss of pressure exceeds 4 psi, or pressure does not stabilize, locate faulty area, repair and retest.

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## POLY FLEX LINER SPECIFICATIONS

7. If pressure does not drop below the acceptable value after five minutes, cut the air channel open at the opposite end from the pressure gauge. The air channel should deflate immediately indicating that the entire length of the seam has been tested.

### 3.4.5 Destructive Seam Testing

Destructive seam testing should be minimized to preserve the integrity of the liner. The installer shall provide the inspector with one destructive test sample per project specifications (usually once per 500 feet of seam length) from a location specified by the inspector.

#### A. Sampling Procedure

In order to obtain test results prior to completion of liner installation, samples shall be cut by the installer as the seaming progresses. The installer shall also record the date, location, and pass or fail description. All holes in the geomembrane resulting from obtaining the seam samples shall be immediately patched and vacuum tested.

#### B. Size and Disposition of Samples

The samples shall be 12 inches wide by 36 inches long with the seam centered lengthwise. The sample shall be cut into three equal-length pieces, one to be given to the inspector, one to be given to the owner and one to the installer.

#### C. Field Laboratory Testing

The inspector shall test ten 1-inch wide specimens from his sample, five specimens for shear strength and five for peel strength.

#### D. Independent Laboratory Testing

The owner, at his discretion and expense, may send seam samples to a laboratory for testing. The test method and procedures to be used by the independent laboratory shall be the same as used in field testing.

#### E. Procedures for Destructive Test Failure

The following procedures shall apply whenever a sample fails the field destructive test:

1. The installer shall cap strip the seam between the failed location and any passed test locations.
2. The installer can retrace the welding path to an intermediate location (usually 10 feet from the location of the failed test), and take a sample for an additional field test. If this test passes, then the seam shall be cap stripped between that location and the original failed location. If the test fails, then the process is repeated.
3. Over the length of seam failure, the installer shall either cut out the old seam, reposition the panel and reseam, or add a cap strip.

### 3.4.6 Defects and Repairs

All seams and non-seam areas of the geomembrane shall be inspected by the inspector for defects, holes, blisters, undispersed raw materials, and any sign of contamination by foreign matter. The surface of the geomembrane shall be clean at the time of inspection.

#### A. Evaluation

Each suspect location in seam and non-seam areas shall be non-destructively tested as appropriate in the presence of the inspector. Each location that fails the non-destructive testing shall be marked by the inspector, and repaired accordingly.

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## POLY FLEX LINER SPECIFICATIONS

### B. Repair Procedures

1. Defective seams shall be cap stripped or replaced.
2. Small holes shall be repaired by extrusion welding a bead of extrudate over the hole. If the hole is larger than  $\frac{1}{4}$  inch, it shall be patched.
3. Tears shall be repaired by patching. If the tear is on a slope or an area susceptible to stress and has a sharp end it must be rounded prior to patching.
4. Blisters, large cuts and undispersed raw materials shall be repaired by patches.
5. Patches shall be completed by extrusion welding. The weld area shall be ground no more than 10 minutes prior to welding. No more than 10% of the thickness shall be removed by grinding. Welding shall commence where the grinding started and must overlap the previous seam by at least 2 inches. Reseaming over an existing seam without regrinding shall not be permitted. The welding shall restart by grinding the existing seam and rewelding a new seam.

Patches shall be round or oval in shape, made of the same geomembrane, and extend a minimum of 6 inches beyond the edge of defects.

### C. Verification of Repairs

Each repair shall be non-destructively tested. Repairs that pass the non-destructive test shall be taken as an indication of an adequate repair. Failed tests indicate that the repair shall be repeated and retested until passing test results are achieved.

The inspector shall keep daily documentation of all non-destructive and destructive testing. This documentation shall identify all seams that initially failed the test and include evidence that these seams were repaired and successfully retested.

### 3.5 Cover Material and Backfilling of Anchor Trench

The geomembrane shall be covered as soon as possible. The covering operation shall not damage the geomembrane. The cover soil material shall be free of foreign and organic material, sharp objects, or debris of any kind, which could potentially damage the geomembrane. No construction equipment or machinery shall operate directly on the geomembrane. The use of lightweight machinery (i.e., generator, etc.) with low ground pressure is allowed.

The anchor trench shall be backfilled by the earthwork contractor. Trench backfill material shall be placed and compacted in accordance with the project specifications.

Care shall be taken when backfilling the trenches to prevent any damage to the geomembrane. If damage occurs, it shall be repaired prior to backfilling.

### 3.6 Geomembrane Acceptance

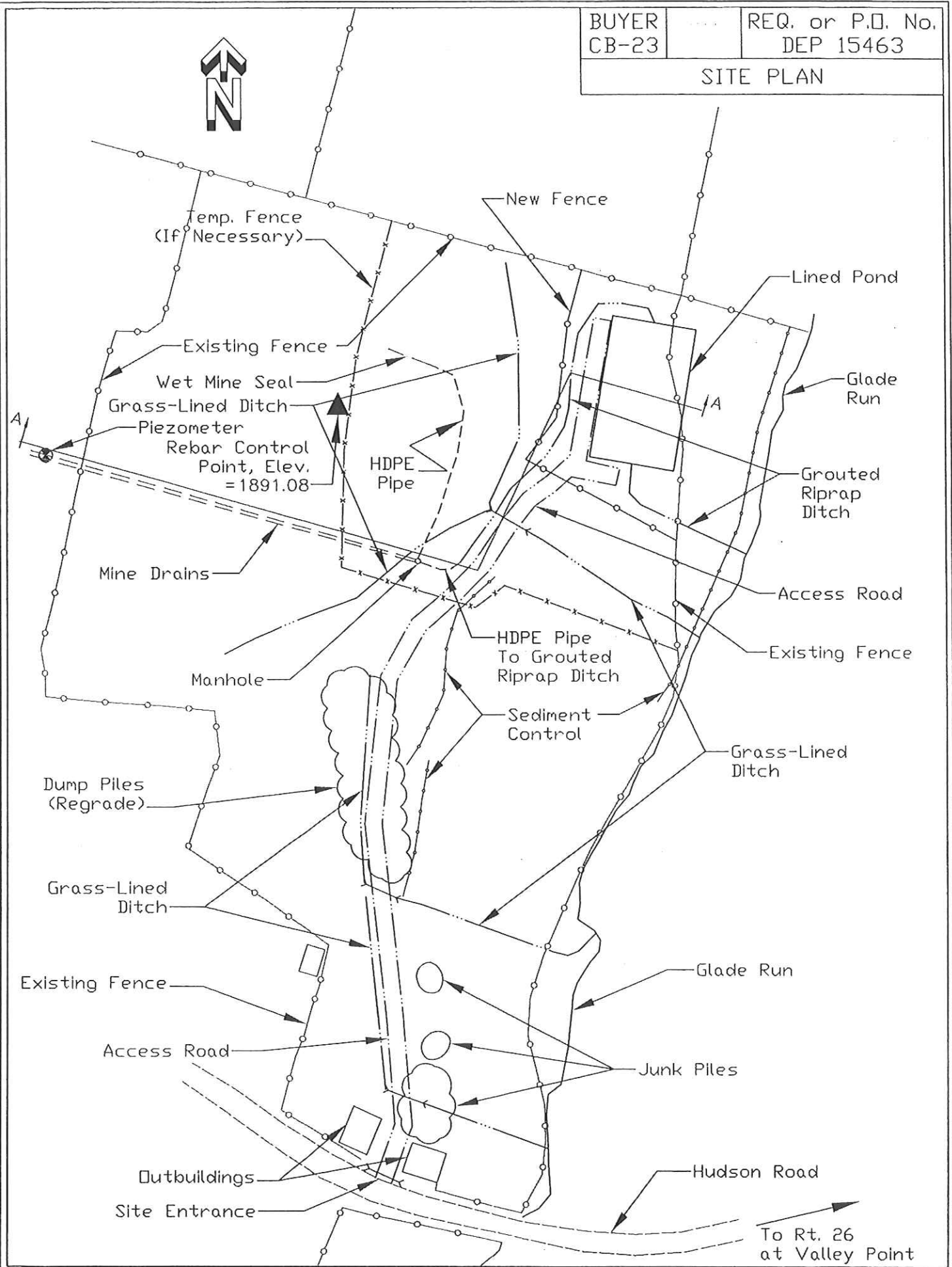
The installer shall retain all ownership and responsibility for the geomembrane until accepted by the owner.

Final acceptance is when all of the following conditions are met:

1. Installation is finished.
2. Verification of the adequacy of all field seams and repairs, including associated testing, is complete.

**END OF SECTION**

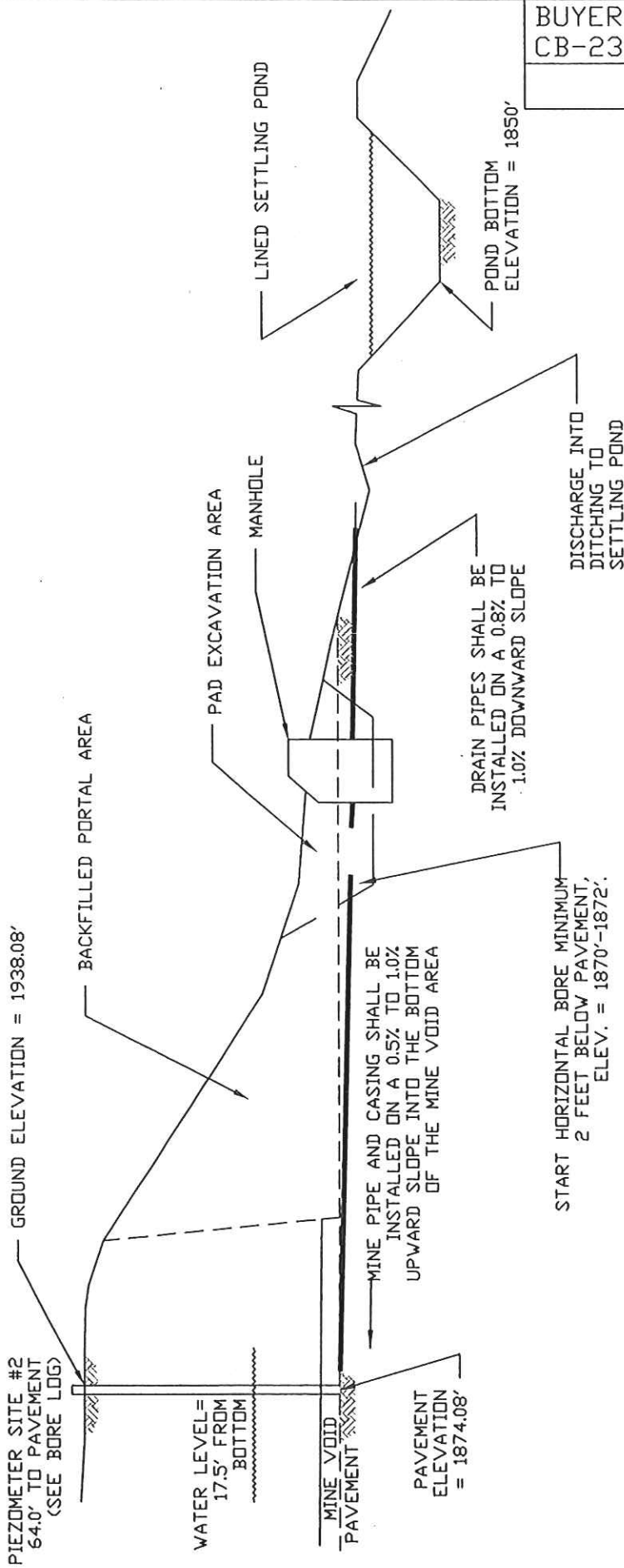
BUYER CB-23	REQ. or P.O. No. DEP 15463
SITE PLAN	



BUYER  
CB-23

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DEP 15463

SITE PROFILE



PROFILE A-A  
NOT TO SCALE



BUYER  
CB-23

REQ. or P.O. No.  
DEP 15463

BORING LOG PAGE 1



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Morgantown, WV  
Charleston, WV

TEST BORING LOG

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CLIENT WV DEP

BORING NO. B-2

PROJECT Site 2

JOB NO. 01-07-0288

LOCATION OF BORING Valley Point

SOIL / ROCK DESCRIPTION	Strata Depth	Depth Scale	SAMPLE			
			Blows / 6"	No.	Type	Rec.
Top Soil SURFACE 0.0	0.0					
Highly weathered tan sandstone Med. weathered, med. hard tan sandstone A.R. 10.0		10.0	10.0	C-1	RC	100%
		10.5	10.5	C-2	RC	100%
		15.5	15.5	C-3	RC	100%
		20.5	20.5	C-4	RC	100%
		25.5	25.5	C-5	RC	100%
weathered, hard gray sandstone 29.4		30.5	30.5	C-6	RC	100%
		35.5	35.5	C-7	RC	100%
		40.5	40.5	C-8	RC	100%
weathered, med hard dark gray to black shale 48.5		45.5	45.5	C-9	RC	100%
Water loss 58.0		50.5	50.5	C-10	RC	58%
58.5		55.5	55.5	C-11	RC	59%

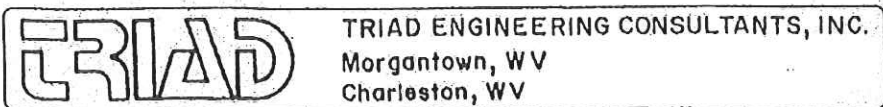
Surf. Elev. \_\_\_\_\_ Ft. Hammer Wt. \_\_\_\_\_ Lbs. Rock Core Dia. NQ 2" Foreman NGG  
 Date Started 8/14/07 Hammer Drop \_\_\_\_\_ In. Boring Method HSA Engineer \_\_\_\_\_  
 Date Completed 8/14/07

**SAMPLER TYPE**  
 SS - DRIVEN SPLIT SPOON  
 ST - PRESSED SHELBY TUBE  
 A - FLIGHT AUGER  
 RC - ROCK CORE

**GROUNDWATER DEPTH**  
 FIRST NOTED \_\_\_\_\_ FT.  
 AT COMPLETION 29.2 FT.  
 AFTER \_\_\_\_\_ HRS. \_\_\_\_\_ FT.  
 BACKFILLED \_\_\_\_\_ HRS.

**BORING METHOD**  
 HSA - HOLLOW STEM AUGERS  
 CFA - CONTINUOUS FLIGHT AUGER  
 DC - DRIVING CASING  
 MD - MUD DRILLING

BUYER CB-23      REQ. or P.O. No. DEP 15463  
 BORING LOG PAGE 2



TEST BORING LOG

PAGE 2 OF 2  
 BORING NO. B-2

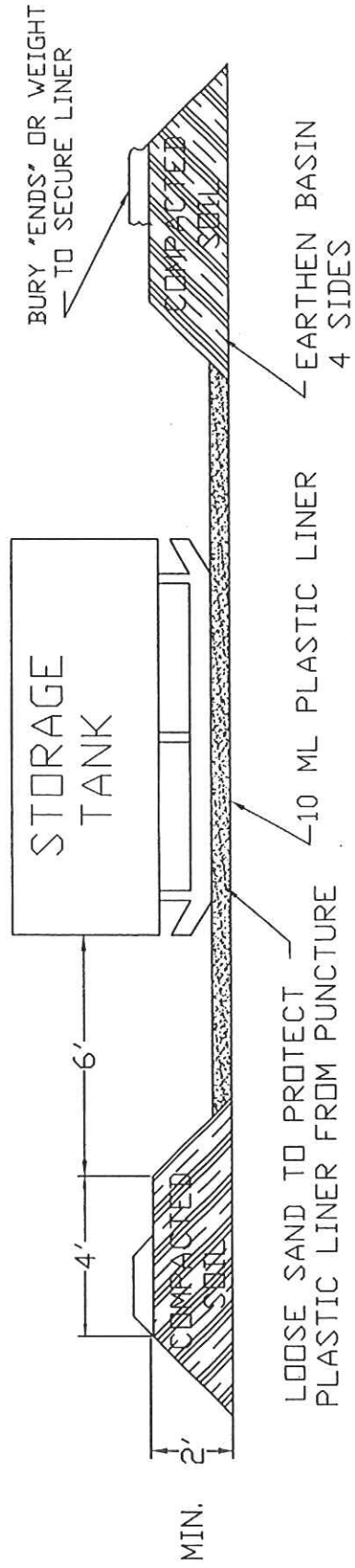
CLIENT WV DEP  
 PROJECT Site 2      JOB NO. 01-07-0288  
 LOCATION OF BORING Valley Point

SOIL / ROCK DESCRIPTION	Strata Depth	Depth Scale	SAMPLE			
			Blows / 6"	No.	Type	Rec.
SURFACE	0.0	60.5	60.5	C-11	RC	100%
Open Void	64.0					
Weathered med hard grey shale	66.9	66.9	66.9	C-12	RC	100%
End of Boring						
Installed Piezometer consisting of schedule 40 PVC with 15.0 ft. of screen Total Piezometer length = 720 ft.						

Surf. Elev. \_\_\_\_\_ Ft. Hammer Wt. \_\_\_\_\_ Lbs. Rock Core Dia. NQ 2' Foreman NGG  
 Date Started 8/14/07 Hammer Drop \_\_\_\_\_ In. Boring Method \_\_\_\_\_ Engineer \_\_\_\_\_  
 Date Completed 8.14.07

- |                          |                               |                               |
|--------------------------|-------------------------------|-------------------------------|
| <b>SAMPLER TYPE</b>      | <b>GROUNDWATER DEPTH</b>      | <b>BORING METHOD</b>          |
| SS - DRIVEN SPLIT SPOON  | FIRST NOTED _____ FT.         | HSA - HOLLOW STEM AUGERS      |
| ST - PRESSED SHELBY TUBE | AT COMPLETION <u>29.2</u> FT. | CFA - CONTINUOUS FLIGHT AUGER |
| A - FLIGHT AUGER         | AFTER _____ HRS. _____ FT.    | DC - DRIVING CASING           |
| RC - ROCK CORE           | BACKFILLED _____ HRS.         | MD - MUD DRILLING             |

BUYER CB-23		REQ. or P.D. No. DEP 15463
SPILL CONTAINMENT		

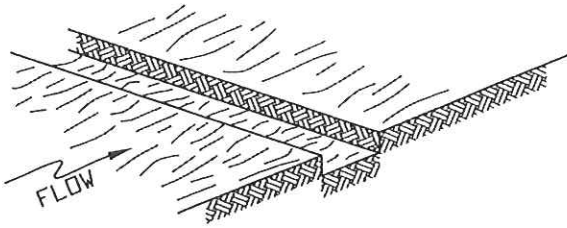


SELECTED HEIGHT OF EARTHEN BERM IS TO BE A TWO (2') FOOT MINIMUM OR ONE HUNDRED TEN PERCENT (110%) OF THE CAPACITY OF THE TANK(S) TOTAL VOLUME WITHIN THE BERM. A SIX (6") INCH FREEBOARD MUST BE INCLUDED.

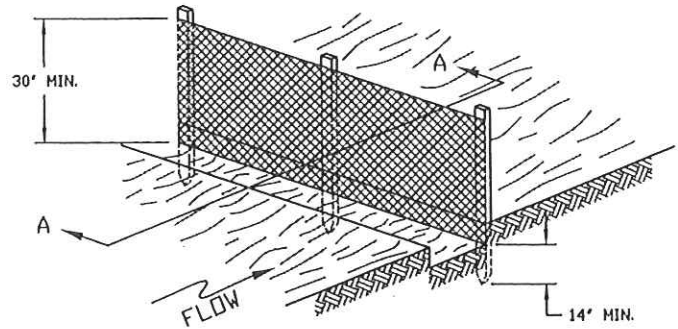
NOTE: A TWO INCH (2") WATER REMOVAL DRAIN SHALL BE LOCATED AT THE LOWEST POINT IN THE BOTTOM OF THE CONTAINMENT VOLUME. IT SHALL CONNECT TO A NORMALLY CLOSED VALVE OUTSIDE THE DIKE. THE VALVE SHALL BE MANUALLY OPERATED AND PROTECTED FROM UNAUTHORIZED OPERATION. RAINWATER CONTAINED WITHIN THIS DIKE SHALL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

TANKS WITH SECONDARY CONTAINMENT MAY BE USED AS AN ALTERNATIVE.

BUYER CB-23	REQ. or P.O. No. DEP 15463
SILT FENCE INSTALLATION	

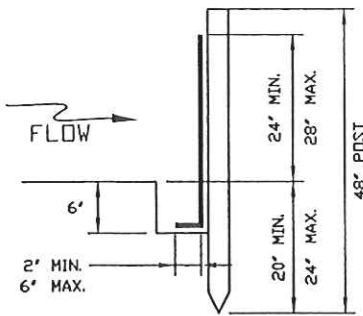


1. EXCAVATE 6' X 6' TRENCH

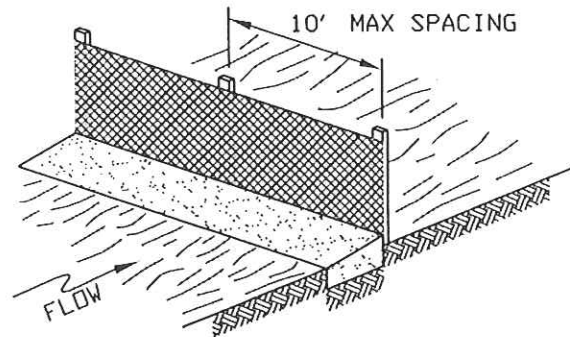


2. PLACE FENCE AT BACK EDGE OF TRENCH (FABRIC FACING DIRECTION OF FLOW)

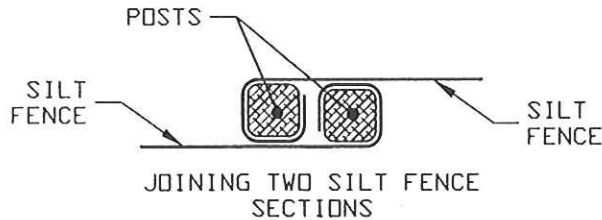
3. DRIVE POST UNTIL FABRIC REACHES BOTTOM OF TRENCH



SECTION A-A

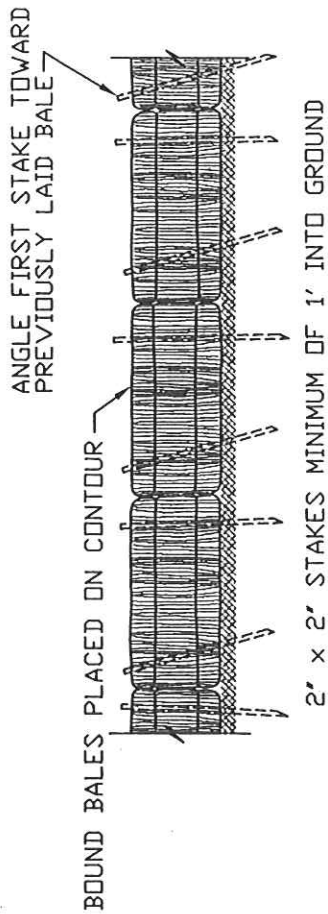


4. FILL TRENCH WITH EMBANKMENT & TAMP



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.

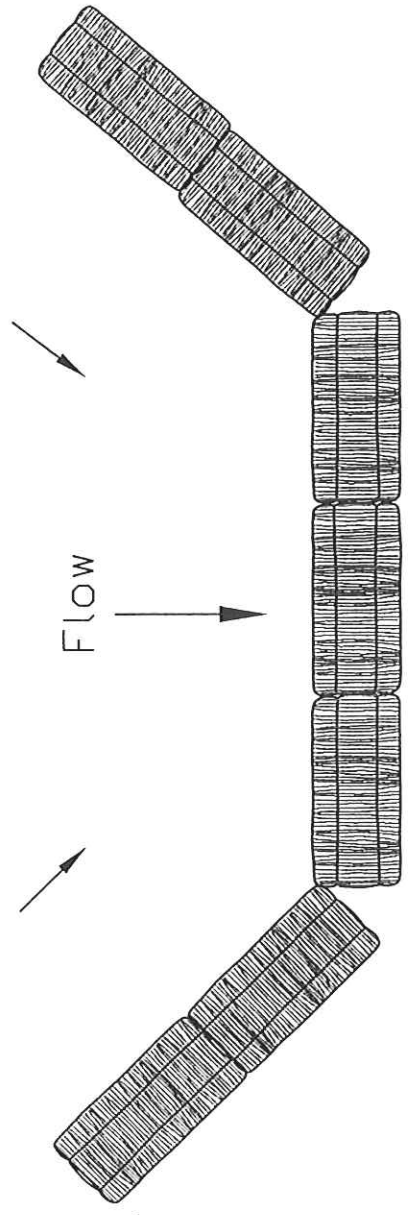
BUYER CB-23	REQ. or P.O. No. DEP 15463
HAY/STRAW BALE DIKE SEDIMENT CONTROL	



ANCHORING DETAIL



END VIEW



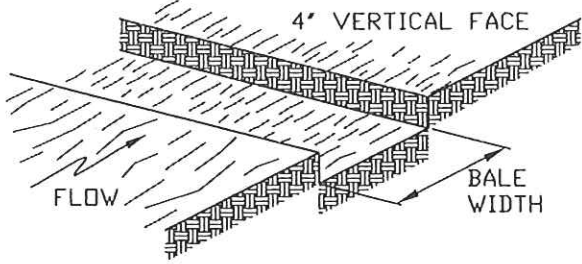
DESIGN TO FIT SITE CONDITIONS

SEDIMENT BARRIER  
TOP VIEW

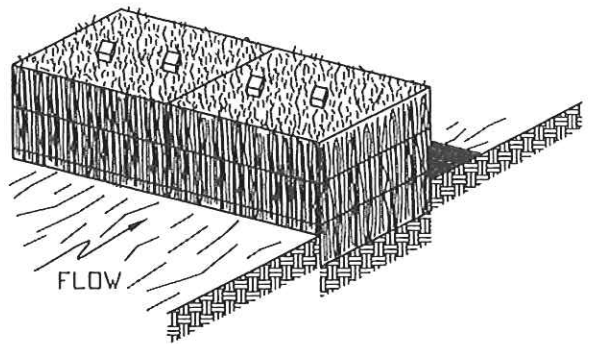
NOT TO SCALE

BUYER CB-23	REQ. or P.O. No. DEP 15463
STRAW/HAY BALE DIKE	

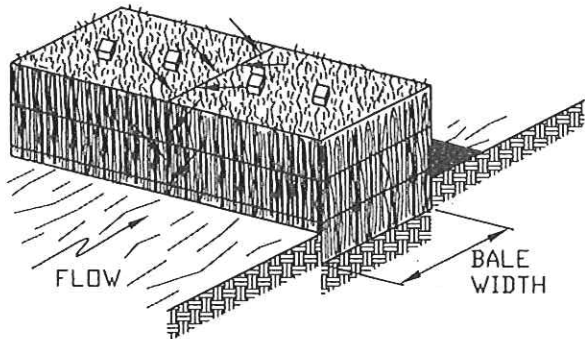
TWO 2"X2" STAKERS PER BALE  
DRIVEN 1' MIN. INTO GROUND



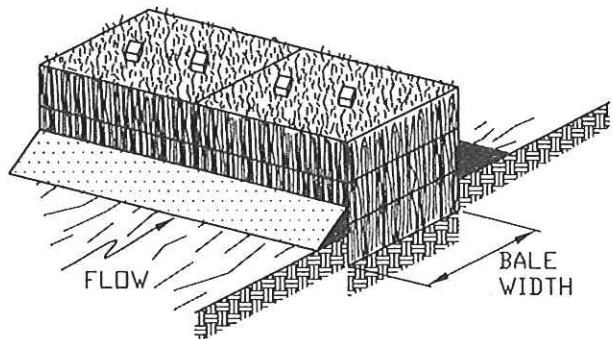
1. EXCAVATE THE TRENCH.



2. PLACE AND STAKE THE BALES.

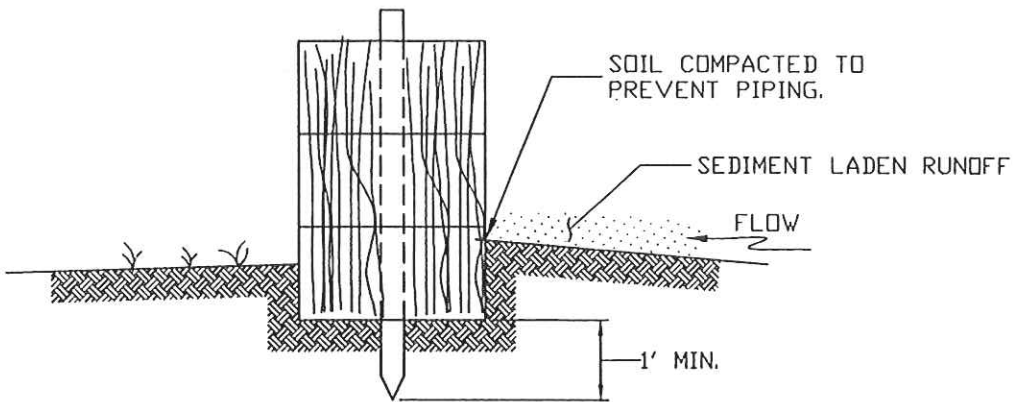


3. WEDGE LOOSE STRAW BETWEEN BALES.



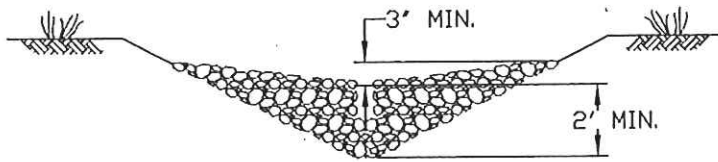
4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

HAY OR STRAW BALE INSTALLATION SEQUENCE

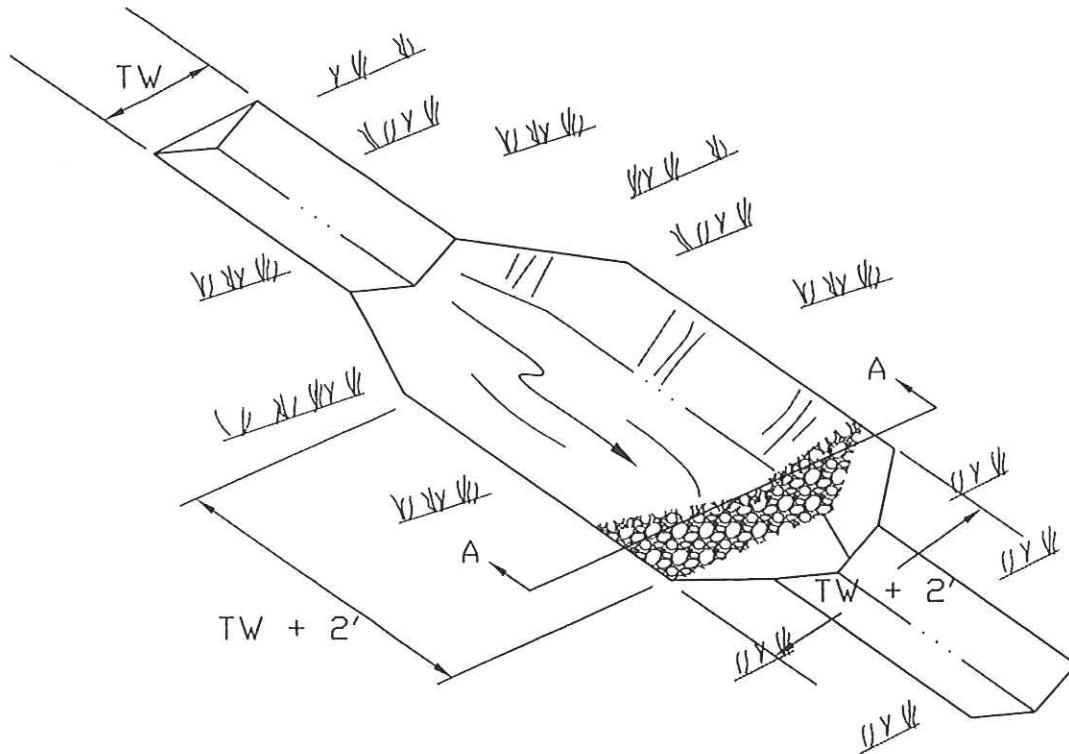


PROPERLY INSTALLED BALE

BUYER CB-23	REQ. or P.O. No. DEP 15463
SEDIMENT CONTROL SUMP	



SECTION A-A

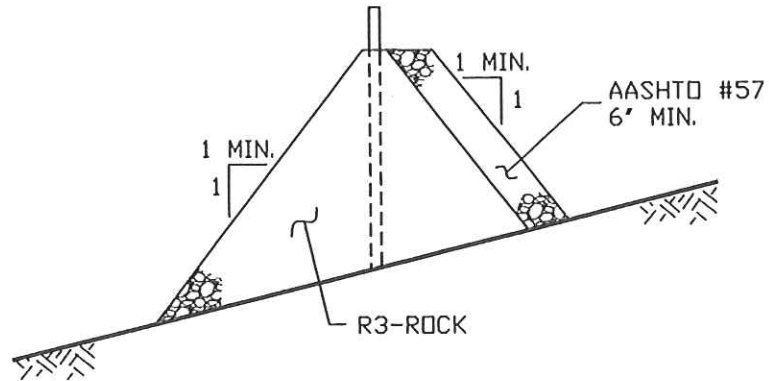


NOTE:

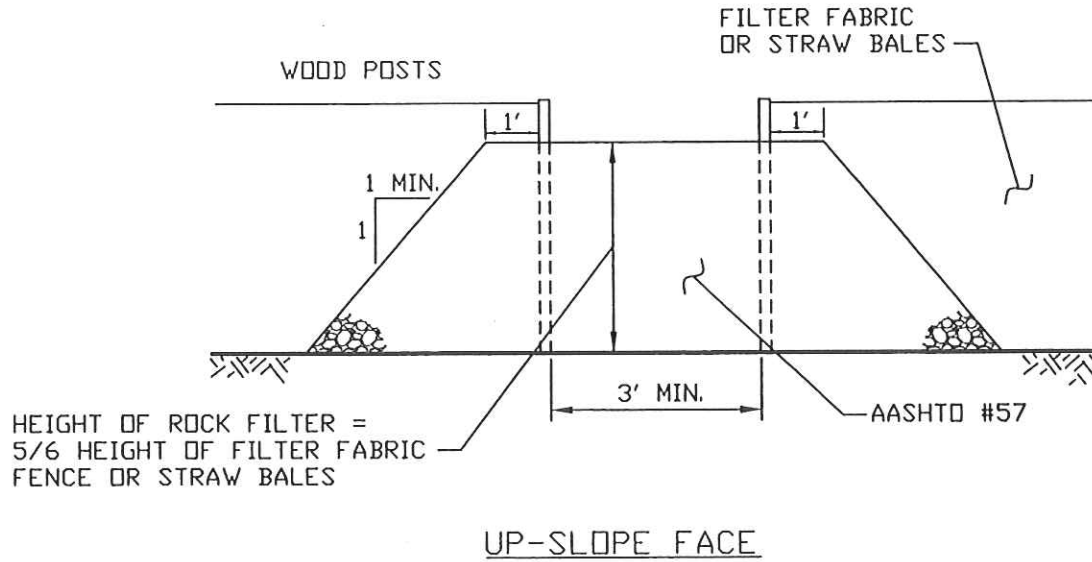
THE SUMP MUST BE CLEANED WHEN 60% FULL.  
 ROCK OR HAYBALES SHALL BE PLACED AT SUMP OUTLET.  
 THE MINIMUM DITCH DEPTH IS 1.0', AND THE MINIMUM SUMP DEPTH IS 4.0'.  
 TW = TOP WIDTH

BUYER  
CB-23REQ. or P.O. No.  
DEP 15463

## ROCK FILTER OUTLETS



OUTLET CROSS-SECTION



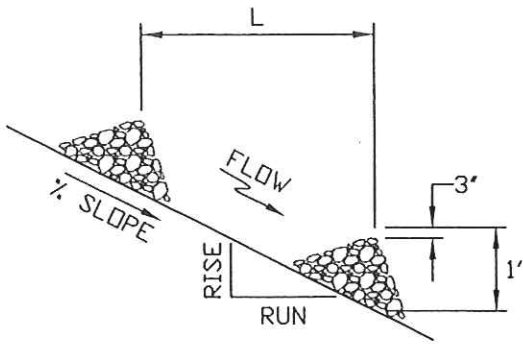
NOTE: Sediment must be removed when accumulations reach 1/3 the height of the outlet.



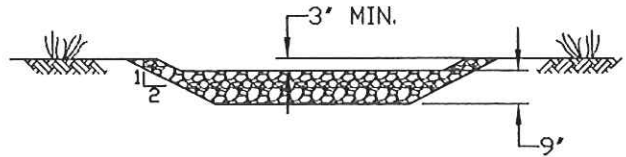
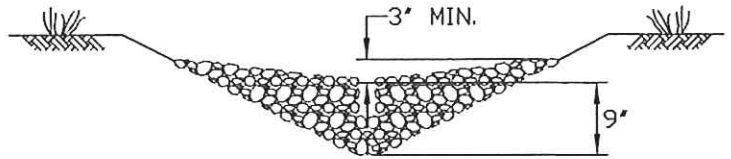
BUYER  
CB-23

REQ. or P.O. No.  
DEP 15463

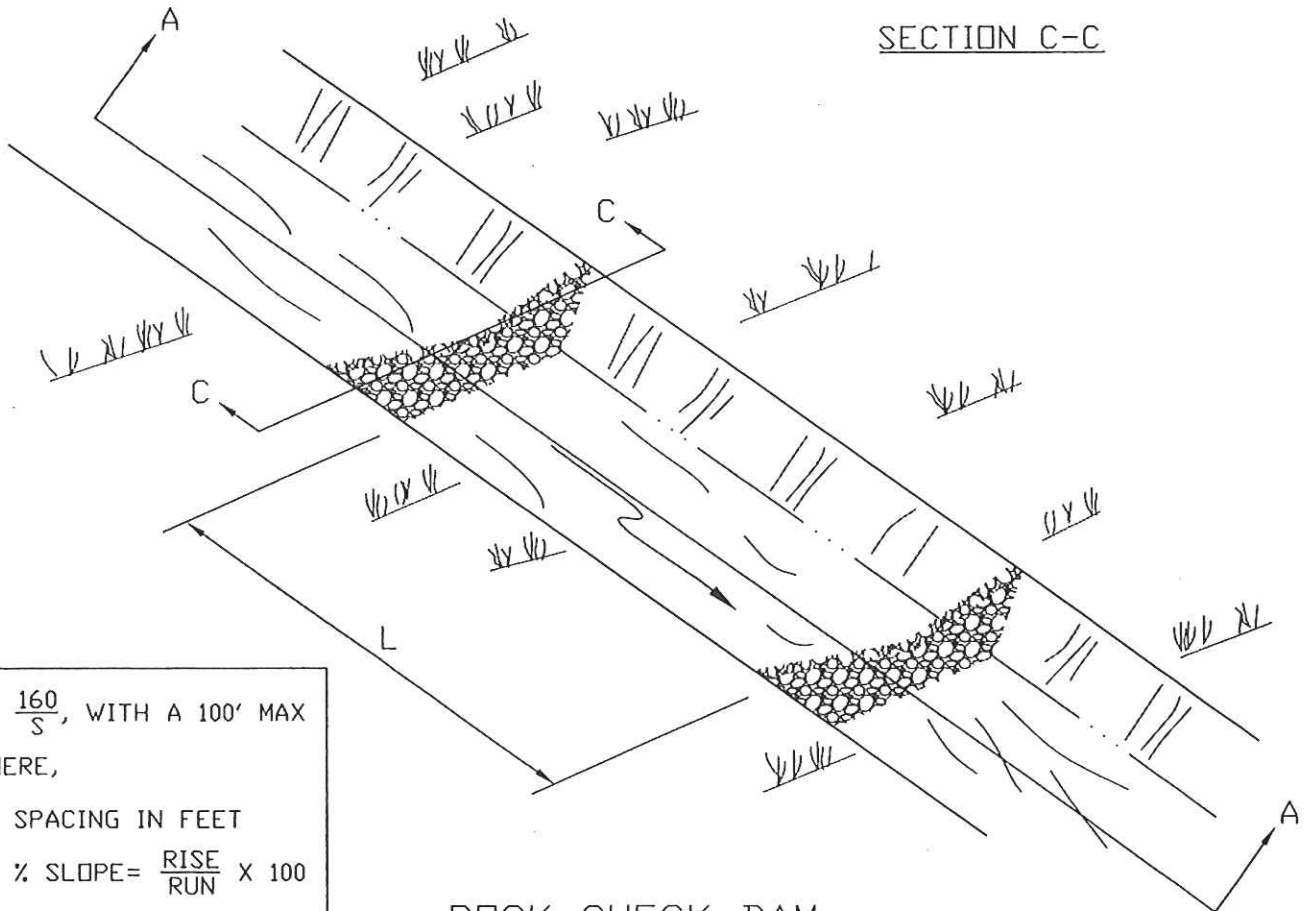
ROCK CHECK DAM



SECTION A-A



SECTION C-C



ROCK CHECK DAM

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

L = SPACING IN FEET

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

NOTE: MAY BE TRAPAZOIDAL OR V-DITCH

NOTE:

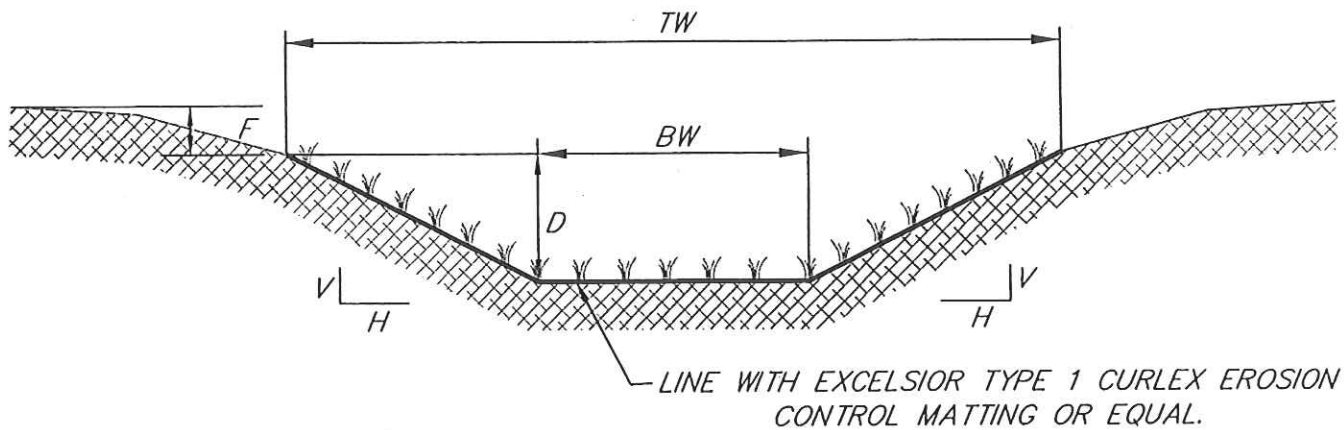
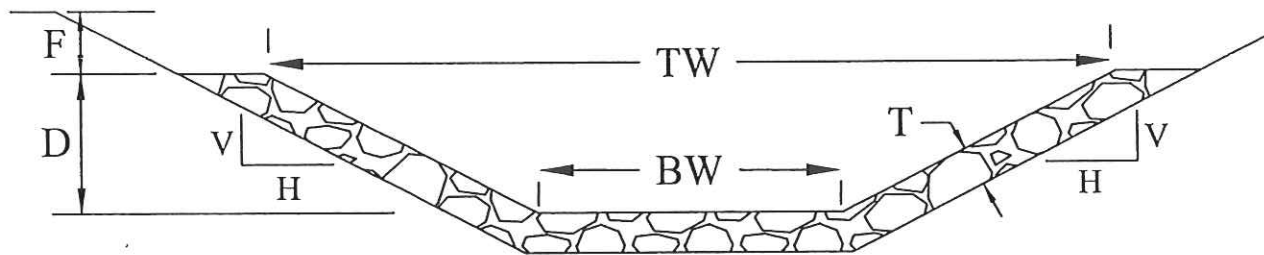
SPACING OF PREFABRICATED DITCH CHECKS SHALL BE THE SAME AS STONE DITCH CHECKS.

AASHTO #1 (2-4 INCH) SHALL BE USED, AND MAY BE REINFORCED WITH 3 TO 6 INCH RIPRAP.

THE MINIMUM DITCH DEPTH IS 1.0'.

BUYER  
CB-23REQ. or P.O. No.  
DEP 15463

## DITCHES

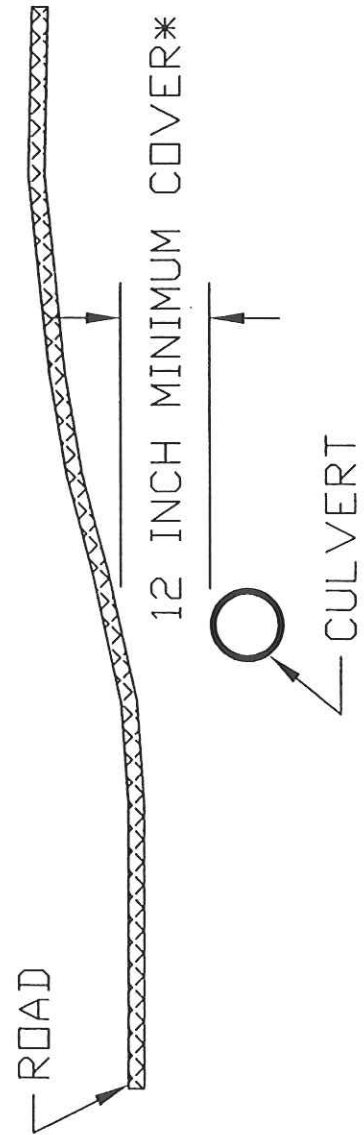
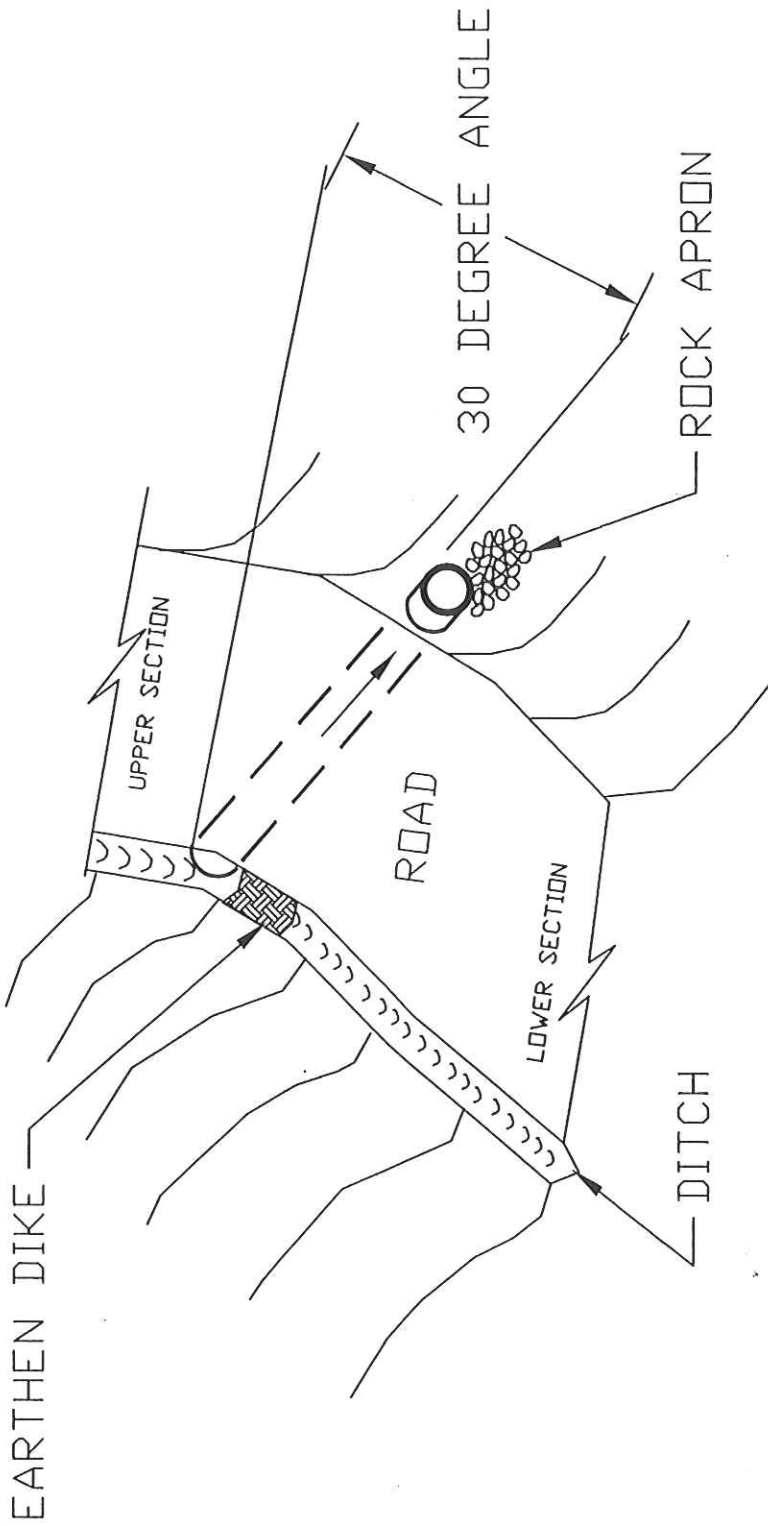
**TYPICAL GRASS-LINED TRAPEZOIDAL CHANNEL X-SECTION****TYPICAL RIP RAP TRAPEZOIDAL CHANNEL X-SECTION**

DITCH / CHANNEL TYPE	TOP WIDTH -TW- (FT)	BOT. WIDTH -BW- (FT)	TOTAL DEPTH -D- (FT)	SIDE SLOPE (H/V)	RIPRAP THICKNESS -T- (FT)
GRASS-LINED TRAP. DITCH	6.0	2	1.0	2/1	NA
GROUTED TRAPEZOIDAL DITCH	6.0	2	1.0	2/1	1.5

**NOTES:**

1. ALL CHANNELS SHALL HAVE ONE (1) FOOT MINIMUM OF FREEBOARD (F), UNLESS OTHERWISE NOTED.
2. ALL GROUTED RIP RAP CHANNELS SHALL HAVE 100% GROUT PENETRATION IN ALL VOIDS.

BUYER CB-23	REQ. or P.O. No. DEP 15463
CULVERT INSTALLATION	

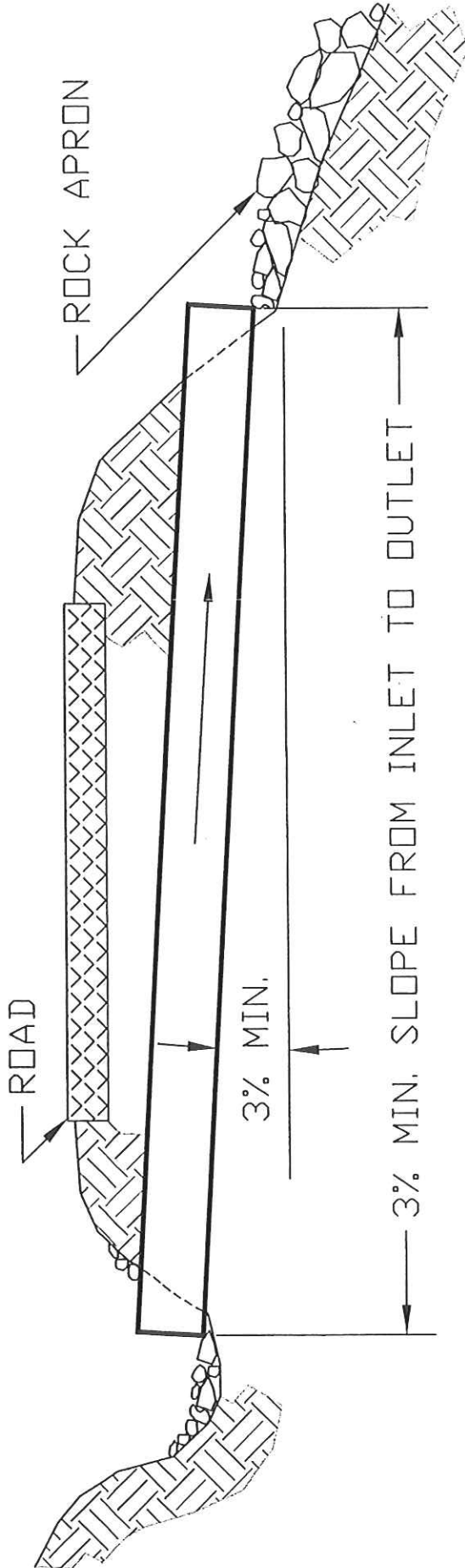


\*OR 1/2 CULVERT DIAMETER, WHICHEVER IS GREATER.

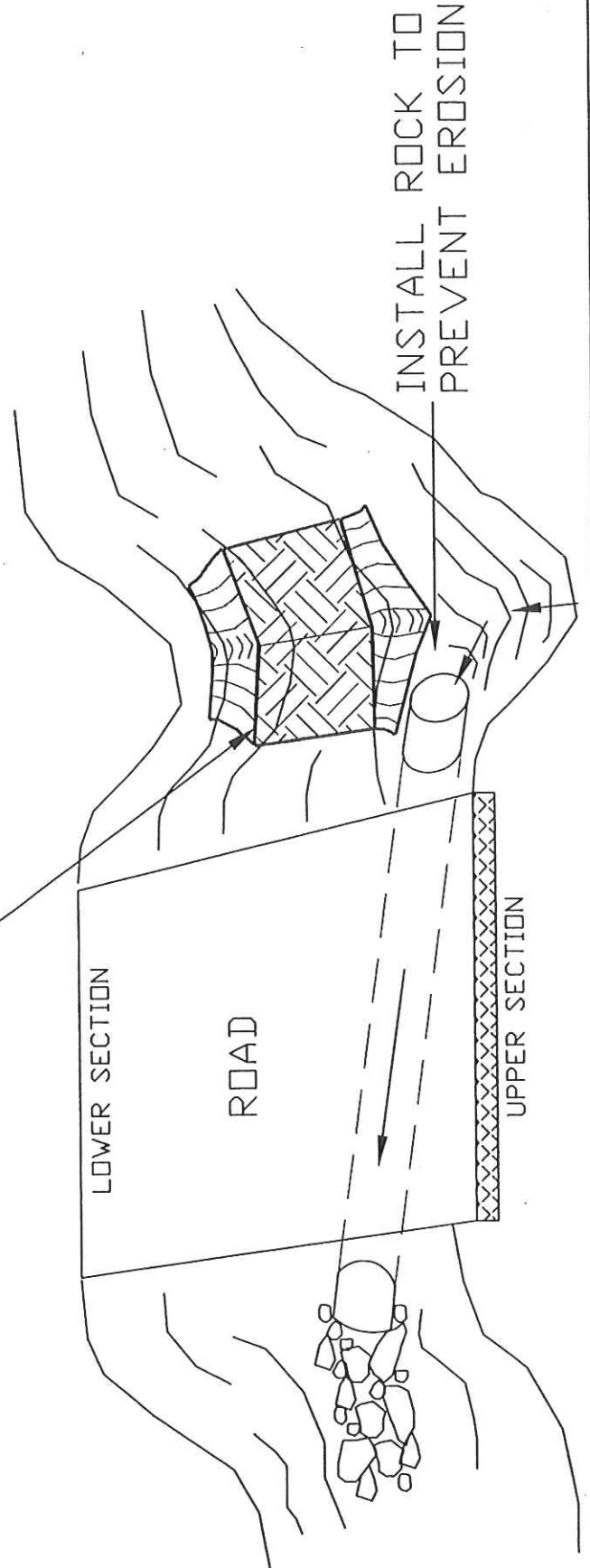
BUYER :  
CB-23

REQ. or P.D. No.  
DEP 15463

CULVERT INSTALLATION



EARTHEN DIKE TO BE INSTALLED IN DITCH  
LINE BELOW CULVERT INLET

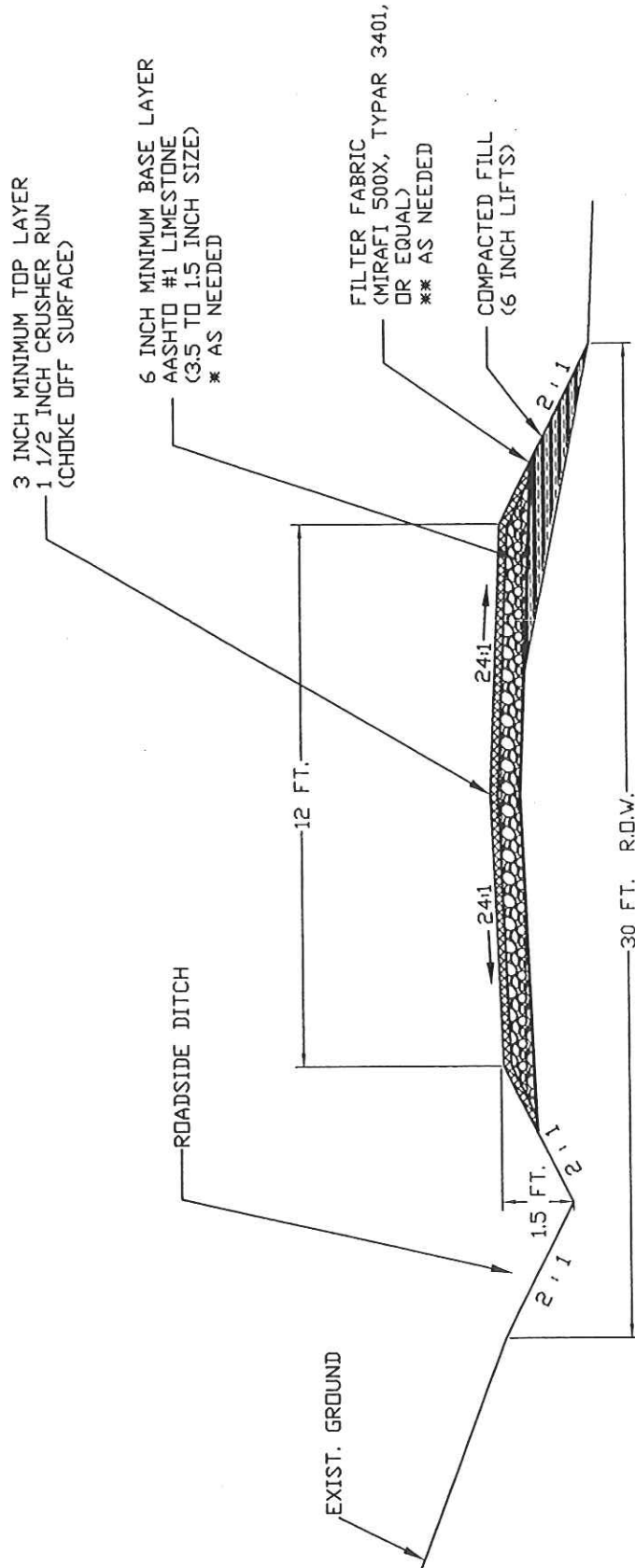


BUYER  
CB-23

REQ. or P.O. No.  
DEP 15463

ACCESS ROAD UPGRADE

ACCESS ROAD UPGRADE



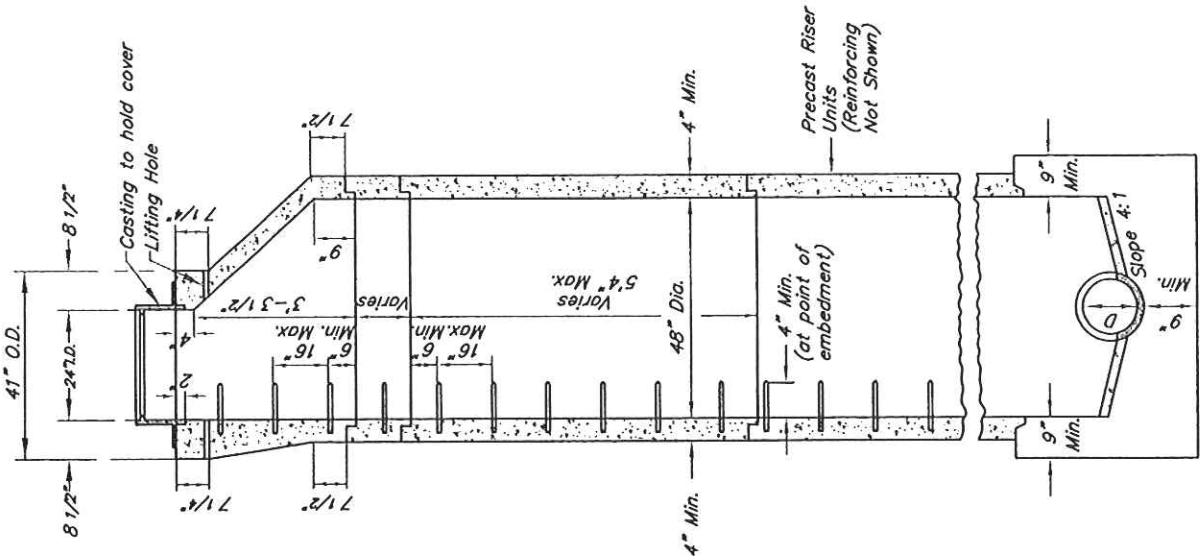
TYPICAL SECTION

- NOTES:**
- THE EXISTING ROAD SHALL BE REGRADED, SHAPED, AND ROCKED AS NECESSARY TO MEET THESE SPECIFICATIONS.
  - ANY TREES OR BRUSH WITHIN THE 30 FEET R.O.W. OF THE ROAD SHALL BE REMOVED.
  - ANY OVERHANGING TREE LIMBS IN THE R.O.W. AT A HEIGHT OF 15 FEET OR LESS SHALL BE REMOVED.
  - THE SUB BASE SURFACE, BASE STONE LAYER, AND THE FINAL SURFACE SHALL BE ROLL COMPACTED WITH A SMOOTH DRUM VIBRATORY ROLLER.
  - \*THE 6 INCH BASE LAYER OF STONE SHALL BE USED AS NEEDED, AND SHALL BE PAID BY THE TON.
  - \*\*THE FILTER FABRIC SHALL BE USED AS NEEDED, AND SHALL BE PAID BY THE LINEAR FOOT OF ROAD SECTION.



# TYPE A MANHOLE

## STANDARD DETAIL



Manhole steps shall be placed into plastic concrete wall during manufacture or mortared into holes after the concrete has set.

Sidewall sections may be used in any combination to produce a manhole of desired depth, except the tapered top section shall be retained as shown.

Lifting hole in the tapered top section and the circumferential notches in the manhole cover are for lifting purposes only.

Drawing shows pipe entering an leaving manhole in a straight line. However, the pipes may enter or leave at any angle or place as called for on the plans.

Pipe at elevations other than shown may be joined to the manhole by cutting a hole the sized of the connecting pipe in the manhole, inserting the pipe the thickness of the manhole shell and closing the openings around the connecting pipe with waterstop sealant and joint mortar.

Minimum height of bench wall above flow line of pipe is 25% of the diameter of the pipes.

The bearing area of the frame and cover shall be fitted and finished as to provide a firm and even seat for the entire cover and the frame. Lightweight hinged Rexus brand lids (or equal) shall be used.

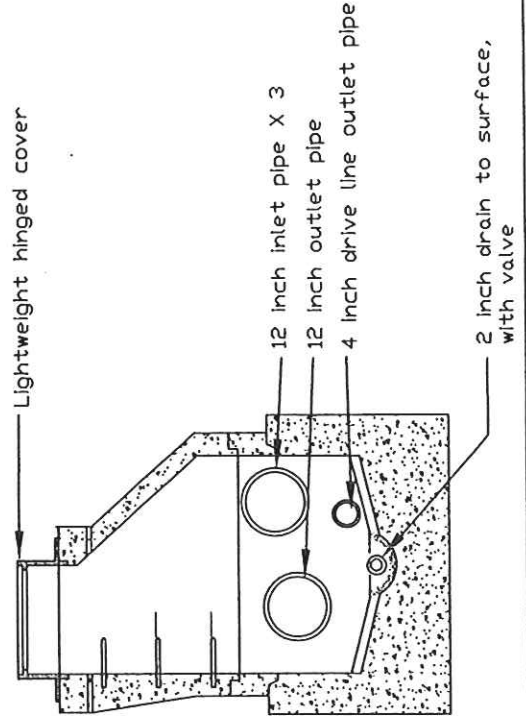
Two 12 inch pipes from the main mine drains and a 12 inch pipe from the punch mine wet seal will enter the manhole.

Two outlet pipes: One 4 inch HDPE pipe is to be used as a driveline for a future dosing unit. The second pipe shall be a 12 inch HDPE line to the concrete channel as an over-flow line.

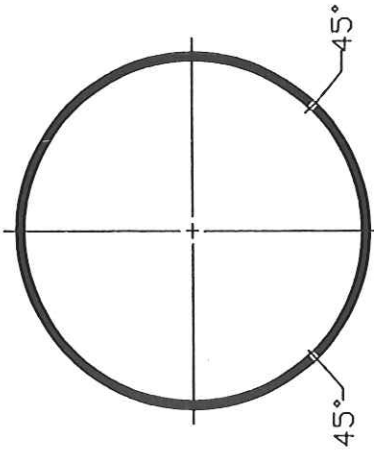
The 4 inch pipe invert shall be 2 inches above the bottom of manhole.

A two inch drain pipe shall be installed in the bottom of the manhole with a stainless steel ball valve on the inside of manhole. The drain pipe shall terminate in the ditch or pond below, to facilitate complete gravity drainage of the manhole when necessary.

BUYER CB-23	REQ. or P.O. No. DEP 15463
PRE-CAST MANHOLE	



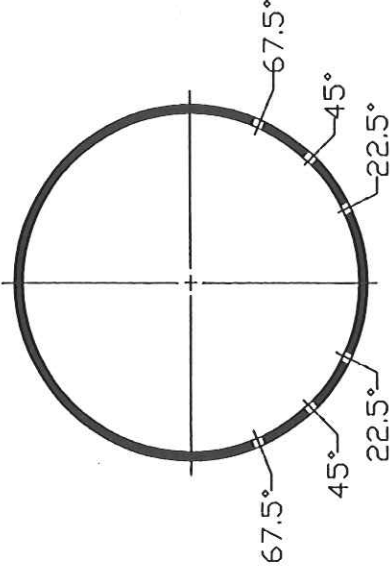
# PIPE PERFORATION DETAILS



## 2, 4, & 6 INCH DIAMETER PIPE PERFORATIONS

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

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

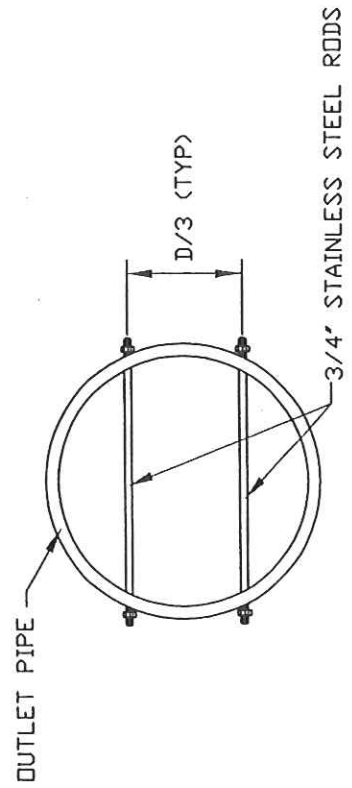


## 12 INCH DIAMETER PIPE PERFORATIONS

HOLES SHALL BE 1 INCH DIAMETER.

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

# ANIMAL GUARD DETAILS



BUYER  
CB-23

REQ. or P.O. No.  
DEP 15463

PIPE PERFORATION &  
ANIMAL GUARD DETAILS



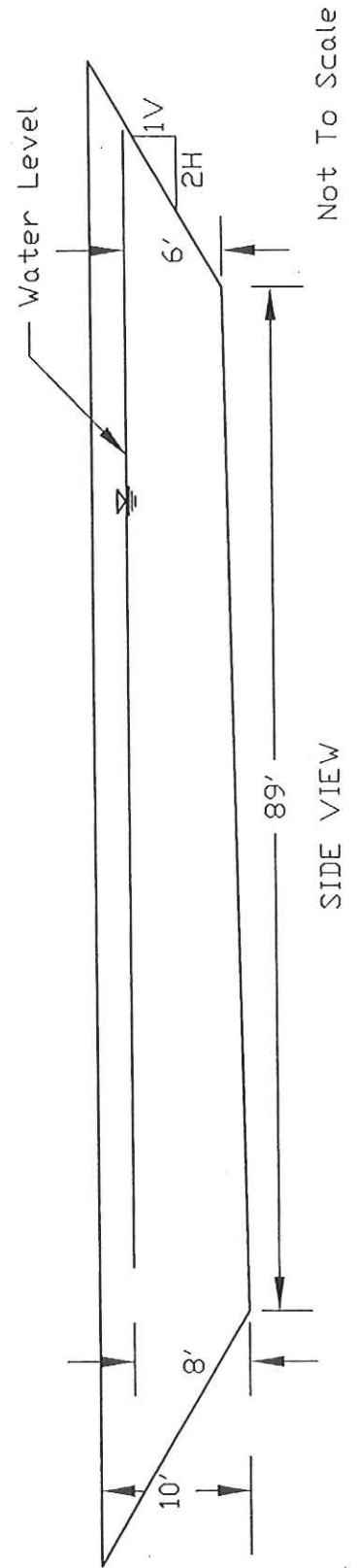
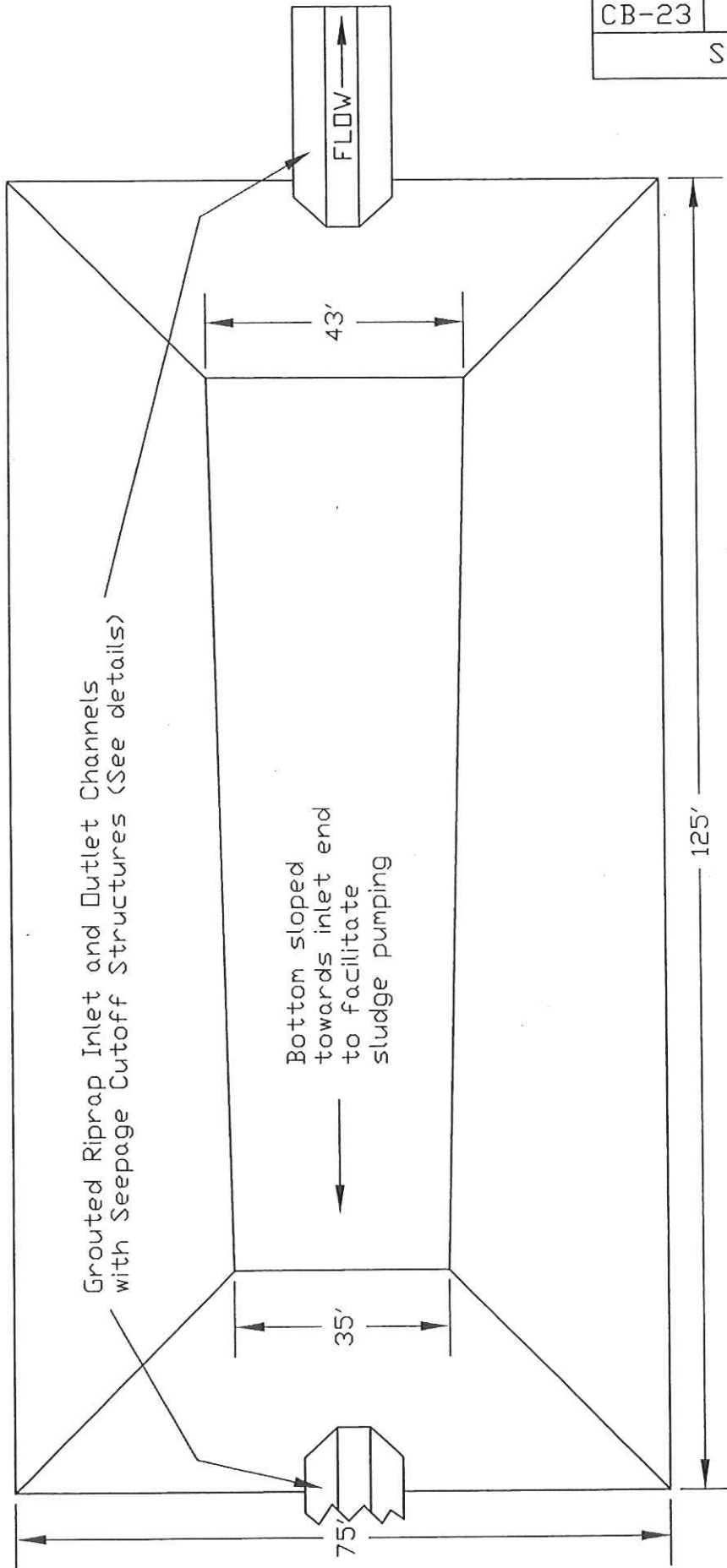
BUYER  
CB-23

REQ. or P.D. No.  
DEP 15463

SETTLING POND

# SETTLING POND

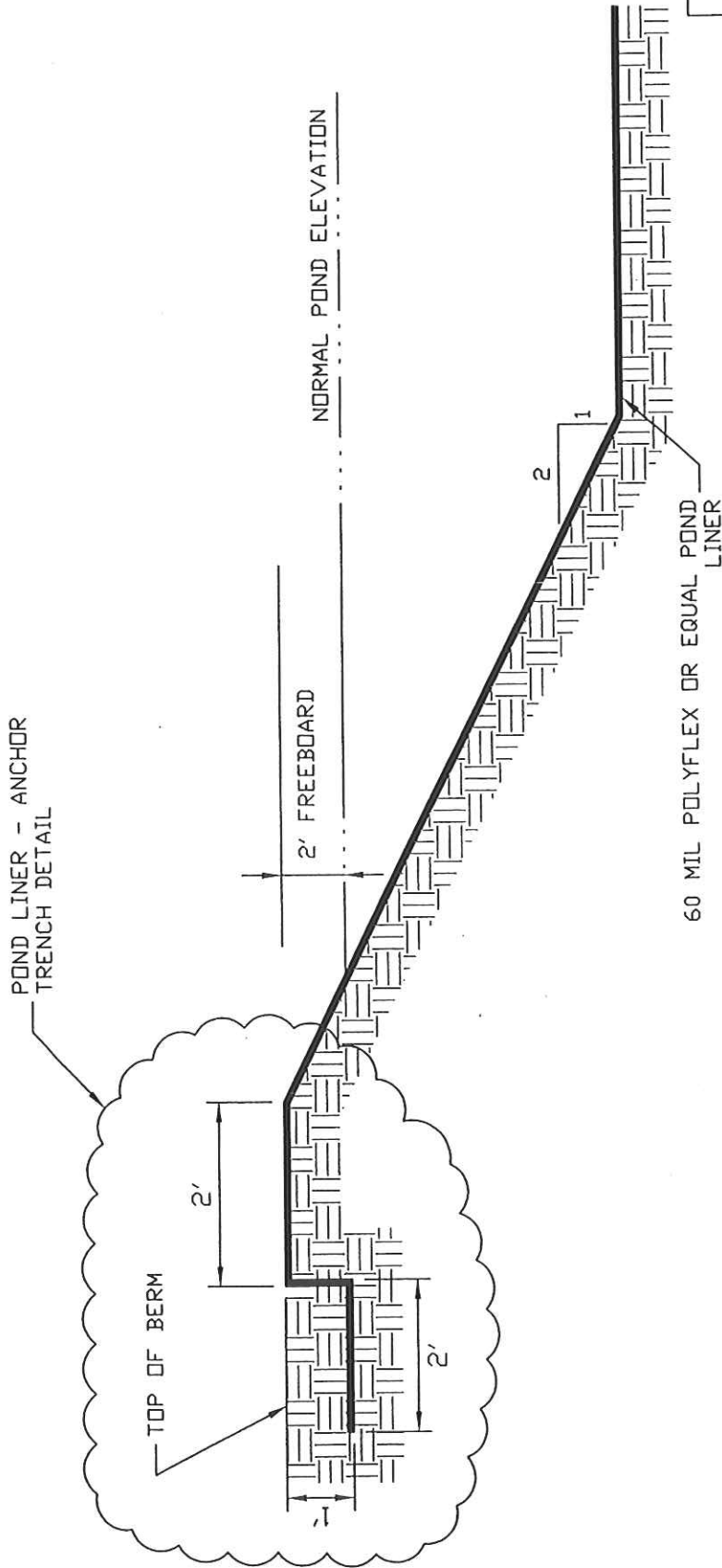
PLAN VIEW



BUYER  
CB-23

REQ. or P.O. No.  
DEP 15463

POND LINER ANCHOR  
TRENCH DETAIL

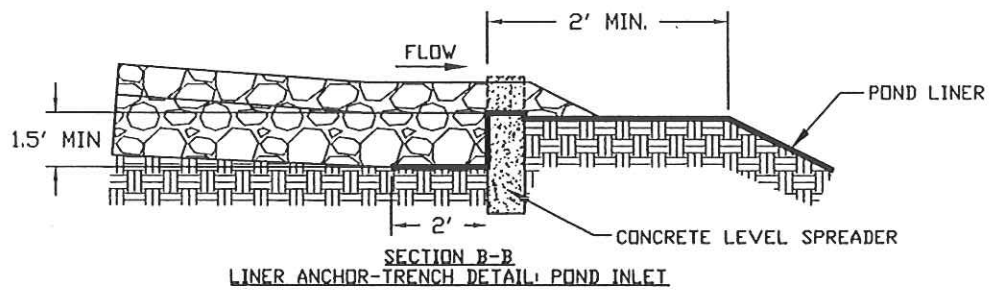
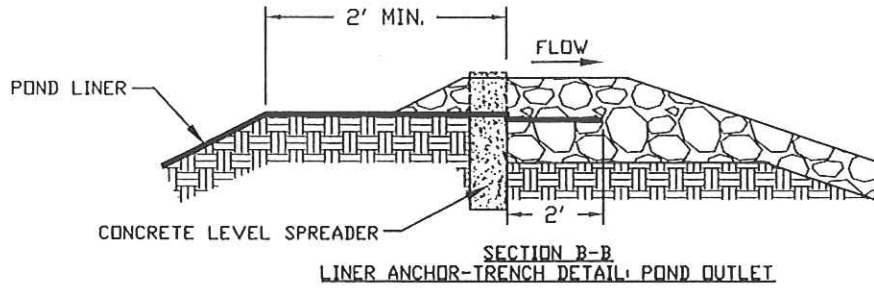


NOT TO SCALE

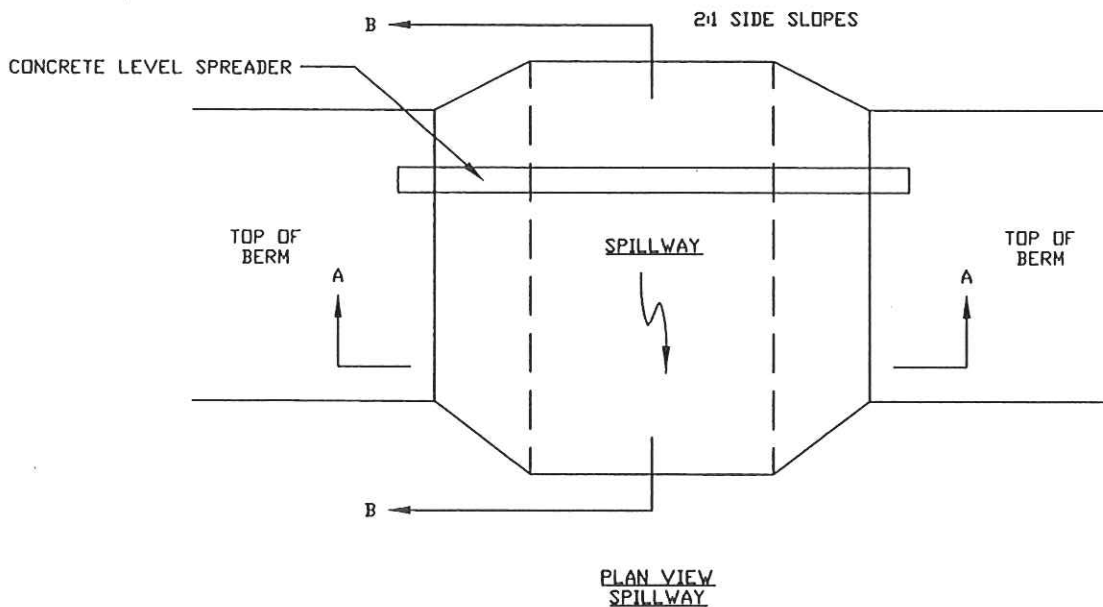
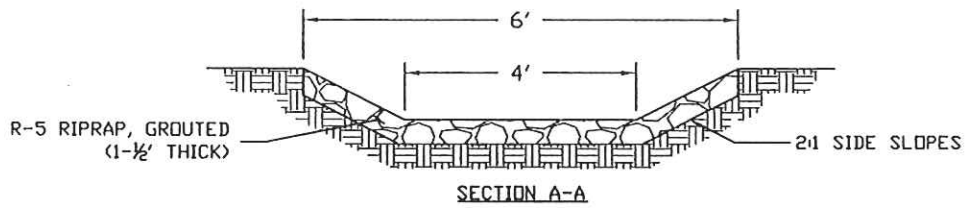
BUYER  
CB-23

REQ. or P.O. No.  
DEP 15463

SPILLWAY WITH POND LINER  
AND LEVEL SPREADER



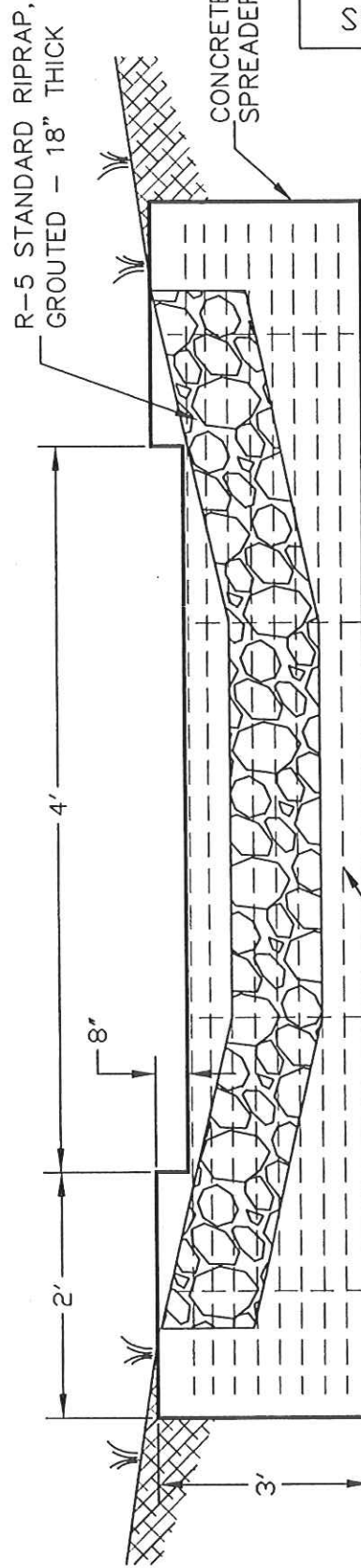
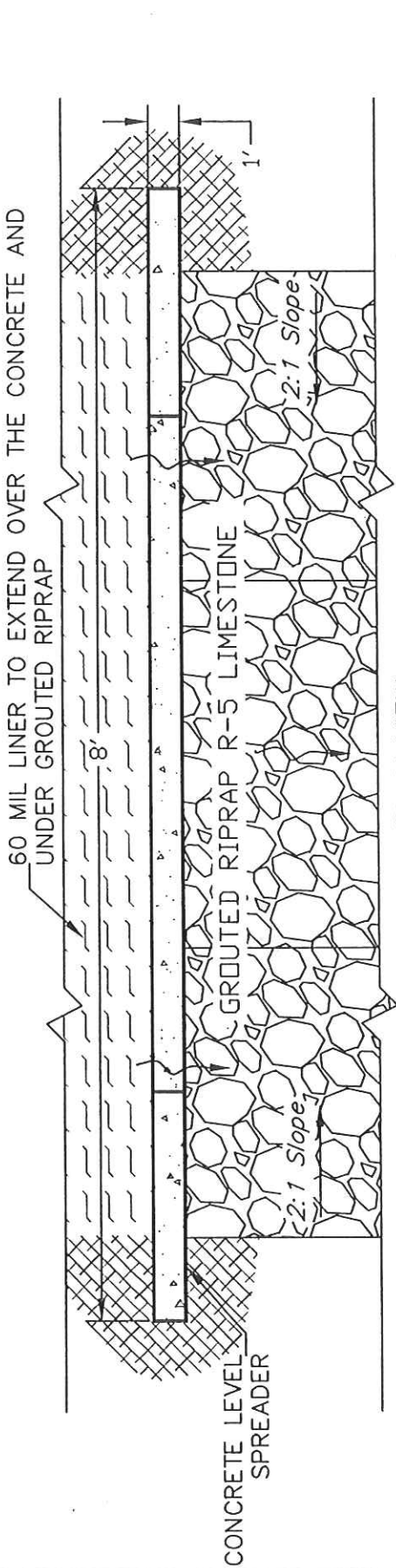
NOTE:  
CONCRETE LEVEL SPREADERS SHALL BE INSTALLED AT BOTH THE INLET AND OUTLET OF THE POND,  
POND LINER SHALL EXTEND OVER LEVEL SPREADER AND BE KEYED UNDER THE ABUTTING GROUTED RIPRAP CHANNEL.



BUYER  
CB-23

REQ. or P.O. No.  
DEP 15463

CONCRETE SPREADER AND  
SEEP CUTOFF STRUCTURE



1 MAT OF #4 REBAR EVENLY  
SPACED EVERY 6" VERTICALLY, AND  
EVERY 2 FEET HORIZONTALLY

CONCRETE LEVEL SPREADER AND SEEPAGE CUTOFF STRUCTURE SHALL BE MADE OF TYPE II SULPHATE RESISTANT CONCRETE WITH A MINIMUM WIDTH OF 1 FEET, MINIMUM DEPTH 3 FEET BELOW ORIGINAL GROUND, AND EXTEND 2 FEET ON EACH SIDE INTO ORIGINAL GROUND. STRUCTURES SHALL BE INSTALLED AT INLET AND OUTLET OF EACH POND. POND LINERS SHALL EXTEND PAST THE CONCRETE AND KEYED UNDER ANY GROUDED RIPRAP IN AND OUT OF PONDS.

BUYER  
CB-23

REQ. or P.O. No.  
DEP 15463

CURTAIN BAFFLE DETAIL

1/4" STAINLESS STEEL  
WIRE CABLE IN SEAM

1/2" GROMMETS

STYROFOAM  
FLOATS

STYROFOAM  
FLOATS

4' MIN.

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

HOT SEAM SEAL

5/16" OR LARGER LINK CHAIN FOR WEIGHT

ATTACH  
SHACKLE WITH  
REINFORCING  
ALUMINUM  
PLATES  
EACH END (TYP)

1/2" POLYPROPYLENE  
ROPE SEAM IN ENDS

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

BUYER  
CB-23

REQ. or P.O. No.  
DEP 15463

FENCE SPECIFICATION

End, Corner or Intermediate Posts  
6" Min. Dia.,  
8' Min. Length  
\* Applies on level terrain. may be adjusted for slope construction.

20' with three Approach Posts when more than 300' to next Corner  
10' with one Intermediate Post when less than 300' to next Corner,  
Intermediate, Gate, or End Post.  
Notch Post and Dowel with 5/8" by 5" Steel Pin at both ends of each Wooden Brace.

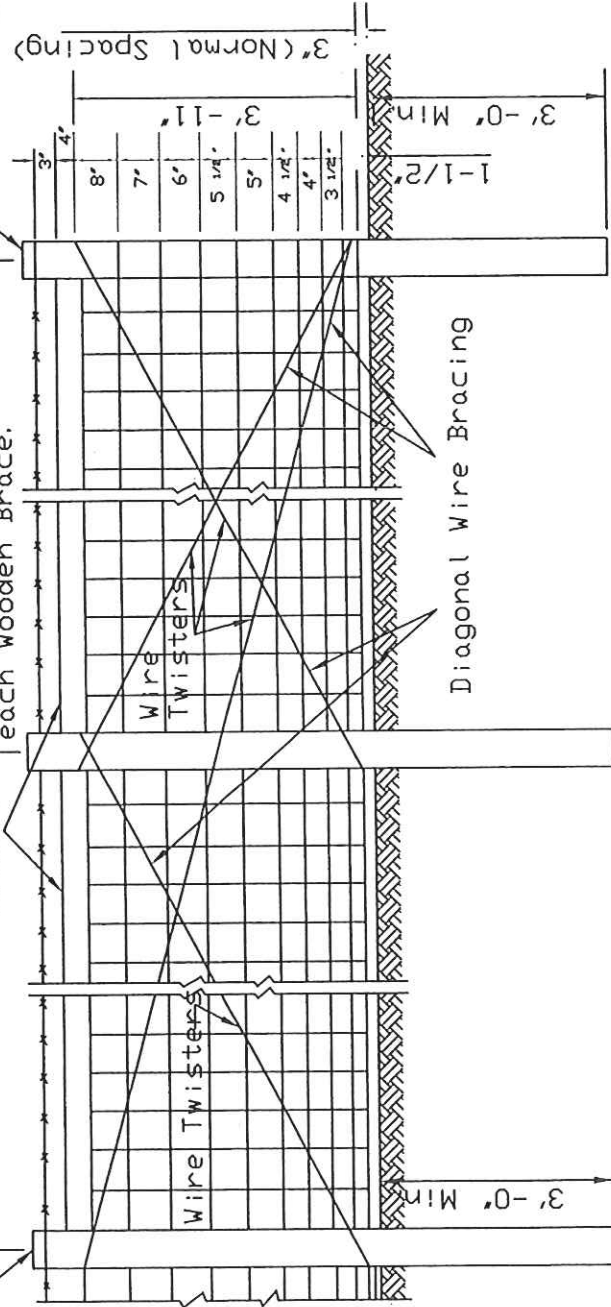
Intermediate, Gate or End Post

4" Dia. Braces

Wire Twisters

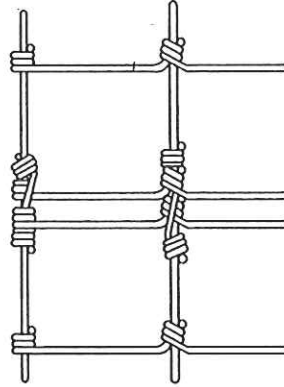
Wire Twisters

Diagonal Wire Bracing



BUYER  
CB-23REQ. or P.O. No.  
DEP 15463

## FENCE SPECIFICATION



Note: Type FV-4-5 Nicopress Oval Sleeve Wire Splices, or other equal sleeve splices approved by the Engineer, may be used in lieu of the above wrapped wire splices.

## TYPICAL WIRE FENCE SPLICE

## NOTES:

Posts and braces may be either round or square shaped. Dimensions shown on the Plans are for round posts and braces only. When square posts are used, line posts shall be 4' square (min.); braces 4' square (min.); corner, end, pull, gate, approach, and intermediate posts 6' square (min.).

The positioning of the fence fabric and barbed wire on the posts, as shown on the 'Typical Fence Section' detail, applies for level and gentle sloping terrain. For fence erected on slopes, the positioning may be adjusted to meet the slope conditions as long as the adjustment is continued from post to post in a uniform manner. Trenching on slopes may be warranted. On slopes, posts will continue to be erected vertically, unless otherwise directed, and the ends of the fencing fabric shall be cut on a skew as may be necessary for proper connection to the posts.

Dumped rock channel protection will be used at channel crossings when called for on the plans.

Install drainage structure terminal installations as called for on the plans and/or as shown on typical fence details.

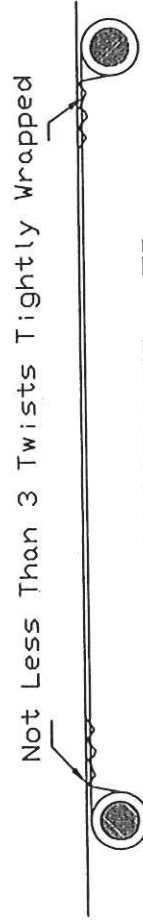
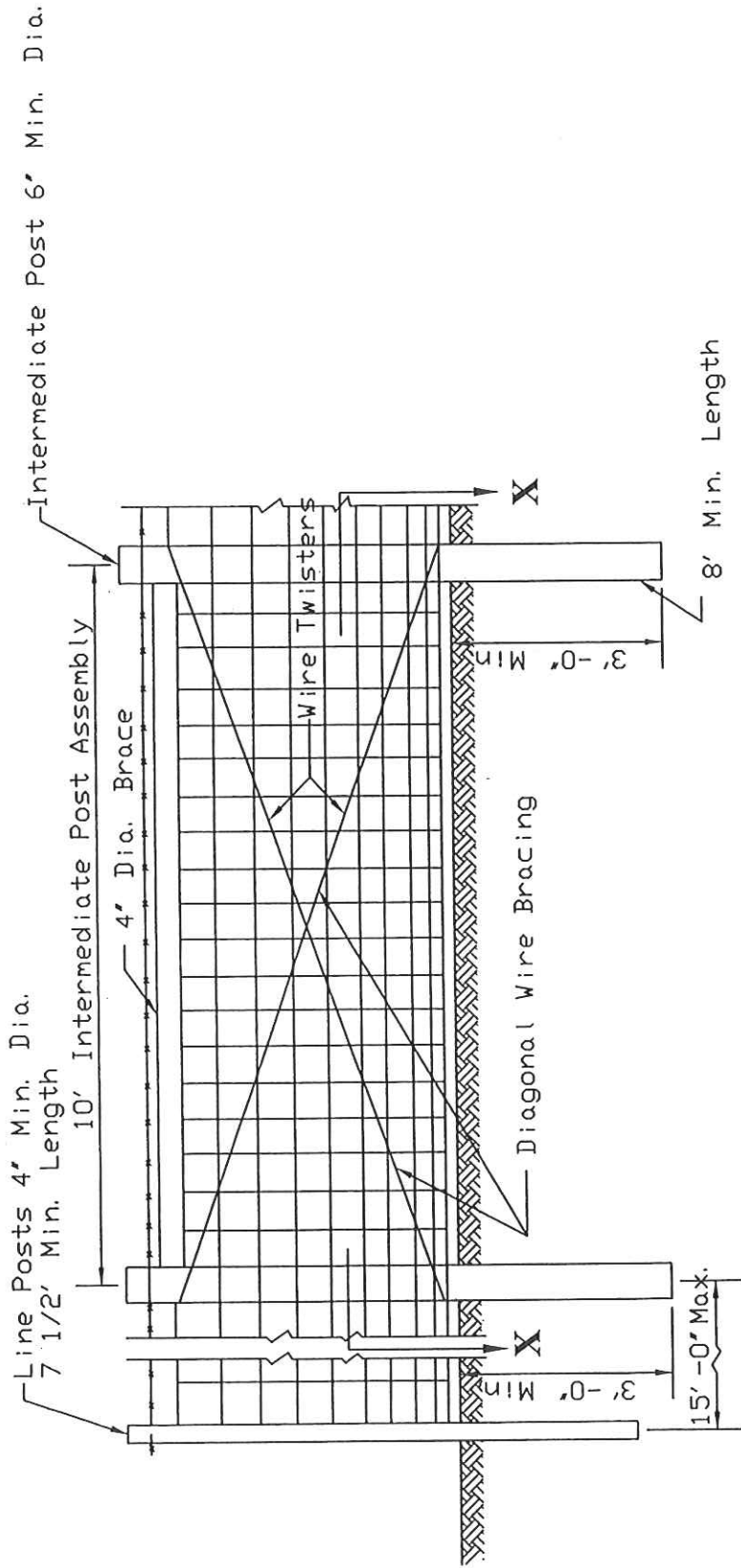
Unless otherwise specified, or directed by the Engineer, the farm field fence may be installed with the fence fabric and barbed wire positioned on either side of the fence.

Hardware and miscellaneous fittings, not specifically designated herein as to type or dimensions, shall conform to the applicable requirements of WDDH Section 608 of the Specifications and shall be of good quality commercial design acceptable to the Director or Representative.

BUYER  
CB-23

REQ. or P.O. No.  
DEP 15463

FENCE SPECIFICATION



VIEW X - X

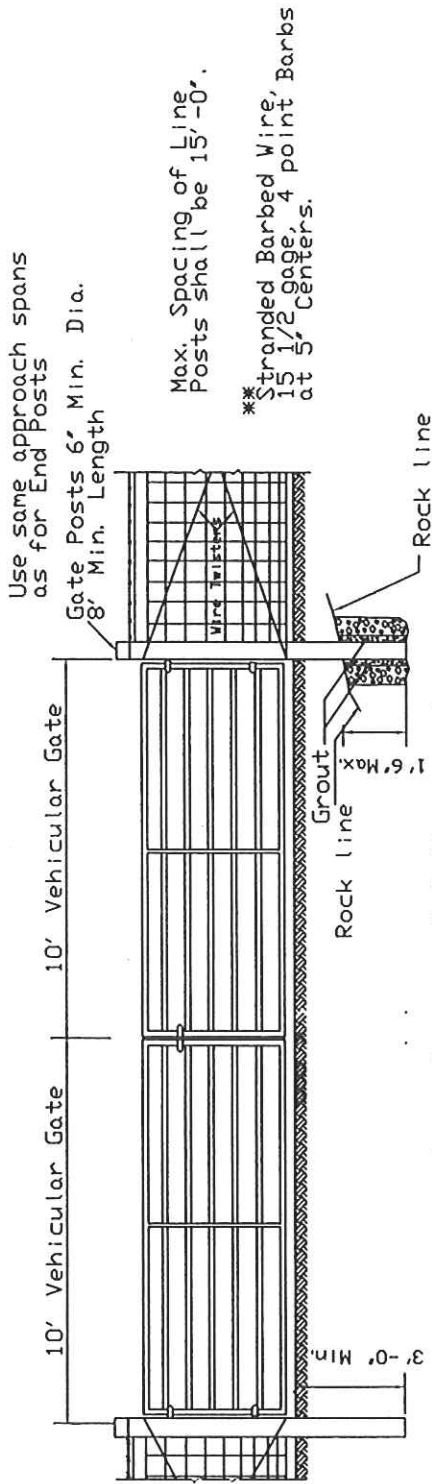
(Connection of Fencing Fabric to Intermediate Assembly Posts)



BUYER  
CB-23

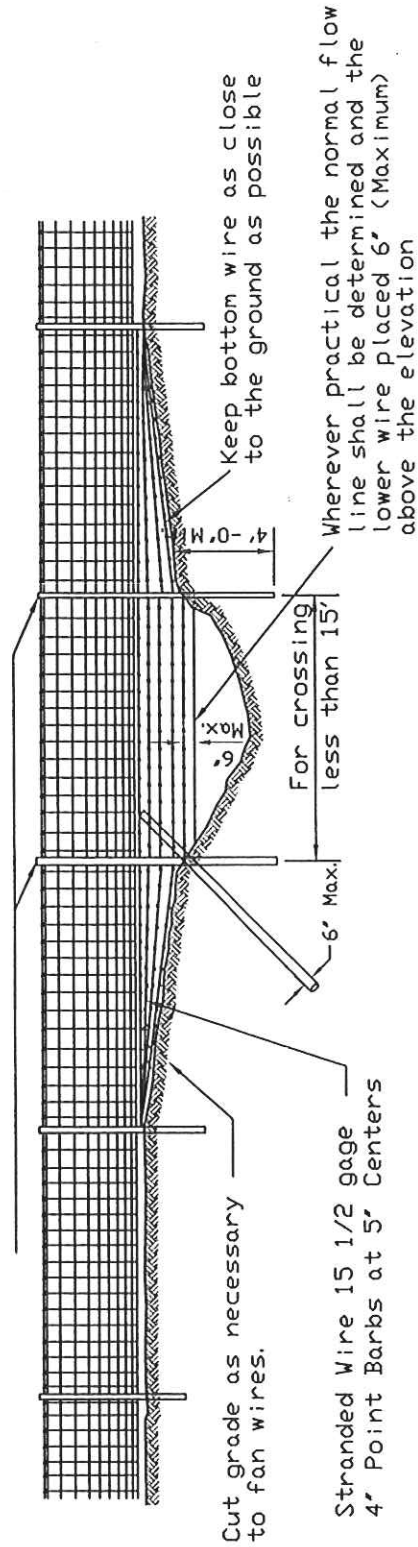
REQ. or P.O. No.  
DEP 15463

FENCE SPECIFICATION



When a portion of any post falls in rock, that portion shall be grouted in place as shown above.

Line Posts: 4" Min. Dia. up to and including heights 6.5' above ground line.



DETAIL SHOWING TYPICAL SECTION AT MINOR DEPRESSIONS AND WET WEATHER CROSSINGS

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.**

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

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)
(T) Title
(U) Surety Corporate Seal (V) (Name of Surety)
(W) Attorney-in-Fact

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

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



State of West Virginia  
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 exceeds five percent of the total contract amount.

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

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 \_\_\_\_\_ 20\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_

AFFIX SEAL HERE

NOTARY PUBLIC \_\_\_\_\_