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	PAGE
DEP15737	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-8802

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/23/2012				

BID OPENING DATE: 04/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		

RECLAMATION: RESTORATION OF WATER AND LAND

THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF LANDMARK CORP. UNDER REVOKED PERMIT NUMBER S-34-82 ON A SITE OF APPROXIMATELY 15 ACRES LOCATED NEAR JULIAN, WEST VIRGINIA,(BOONE 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 03/20/12 @ 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 INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

1. Awards will be made in the best interest of the State of West Virginia.

2. The State may accept or reject in part, or in whole, any bid.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required $125 fee.

4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.

5. Payment may only be made after the delivery and acceptance of goods or services.

6. Interest may be paid for late payment in accordance with the ***West Virginia Code***.

7. Vendor preference will be granted upon written request in accordance with the ***West Virginia Code***.

8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.

10. The laws of the State of West Virginia and the ***Legislative Rules*** of the Purchasing Division shall govern the purchasing process.

11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.

13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at **www.state.wv.us/admin/purchase/vrc/hipaa.html** and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

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

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

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.

2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.

3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

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PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.
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.

DIRECTIONS TO PRE-BID: FROM CHARLESTON, WV, TRAVEL SOUTH ON RT 119 APPROXIMATELY 17.4 MILES TO THE KANAWHA/BOONE COUNTY LINE AT DICK'S CREEK. CONTINUE ON RT 119 AN ADDITIONAL 0.7 MILES (RT 19 MILE POST 61.7), TURN LEFT ON RUNNING RIGHT WAY (FORMERLY MASSEY DRIVE.) CONTINUE PAST ANR OFFICE TO MINE SITE.

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.

EXHIBIT 5

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 T SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG FREE WORK PLACE AFFIDAVIT MUST BE SIGNED & SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WV CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT

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IN DISQUALIFICATION OF SUCH BID.

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.

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.

WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BOONE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)

ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.

WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.

ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:

(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN

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THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS $250,000.

( ) 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.

(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.

( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.

REV. 11/00

CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR

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CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.

WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.

BIDDER TO COMPLETE:
CONTRACTORS NAME: .....

CONTRACTORS LICENSE NO.: .....

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.

APPLICABLE LAW

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.

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.

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.

PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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 I THIS CONTRACT,

   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, ROAD OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.

   B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.

   C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.

2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:

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A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,

B. THE DIRECTOR OF THE PURCHASING DIVSION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.

3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.

REV. 10/01/01

EXHIBIT 7

DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS

IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN $50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN $50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF

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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.

FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUN 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.

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.

REV. 3/88

NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA

THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:

(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM

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AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.

(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.

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

REV. 11/96

EXHIBIT 10

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NOS.:

NO. 1 .....

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

Request for Quotation

RFQ NUMBER	PAGE
DEP15737	10

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-8802

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2012				

BID OPENING DATE: 04/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

NO. 2 .....

NO. 3 .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....SIGNATURE

.....COMPANY

.....DATE

REV. 11/96

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
BUILDING 15
2019 WASHINGTON STREET, EAST

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

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: GN-23

REQ. NO.: DEP15737

BID OPENING DATE: 04/10/2012

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:

ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

Request for Quotation

RFQ NUMBER	PAGE
DEP15737	12

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-8802

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2012				

BID OPENING DATE: 04/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	****** THIS IS THE END OF RFQ DEP15737 ****** 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	PAGE	REQ. OR PO NO.
GN-23		DEP15737
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a
REV. 5-26-09
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

Attn:

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

Dear :

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.

Sincerely,

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

BUYER	PAGE	REQ. OR PO NO.
GN-23		DEP15737

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

General Requirements

PROJECT CONSTRUCTION SIGN

WORK REQUIRED

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

MATERIALS

Paint. Paint for the project sign shall be one (1) coat Exterior-Grade Wood Primer- Sealer, and two (2) coats Exterior-Grade Enamel by Glidden or equivalent.

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

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

EXECUTION

PROJECT SIGN

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

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

PAYMENT

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

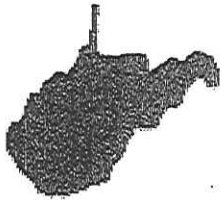
NOTE

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

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

BUYER	PAGE	REQ. OR PO NO.
GN-23		DEP15737

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



Earl Ray Tomblin,
Governor

dep

Randy C Huffman,
Cabinet Secretary

DLR

Ken Ellison,
Director

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation

Project Cost: $XXX,XXX.00

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

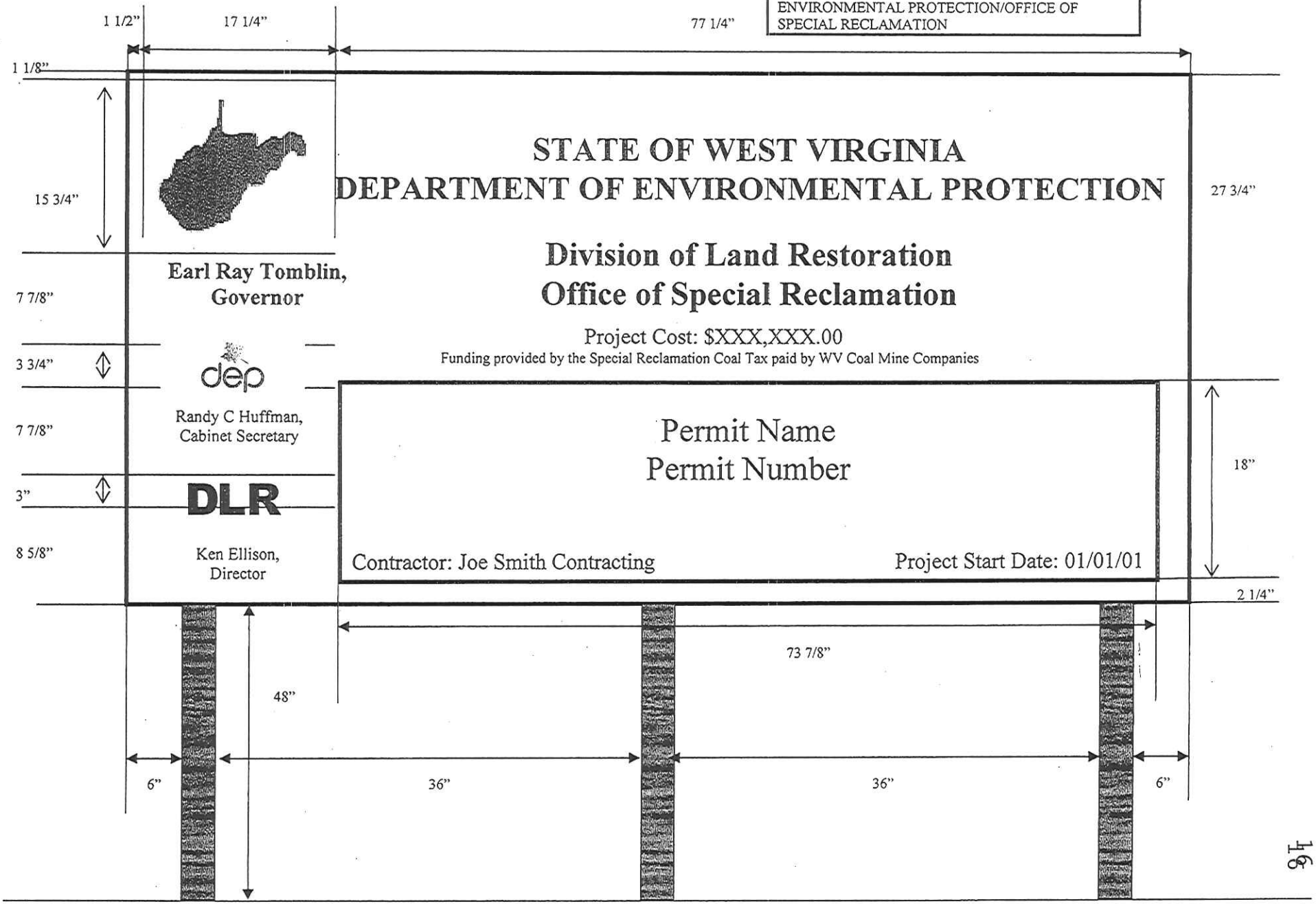
Permit Name
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

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

BUYER	PAGE	REQ. OR PO NO.
GN-23		DEP15737
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



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

BUYER	PAGE	REQ. OR PO NO.
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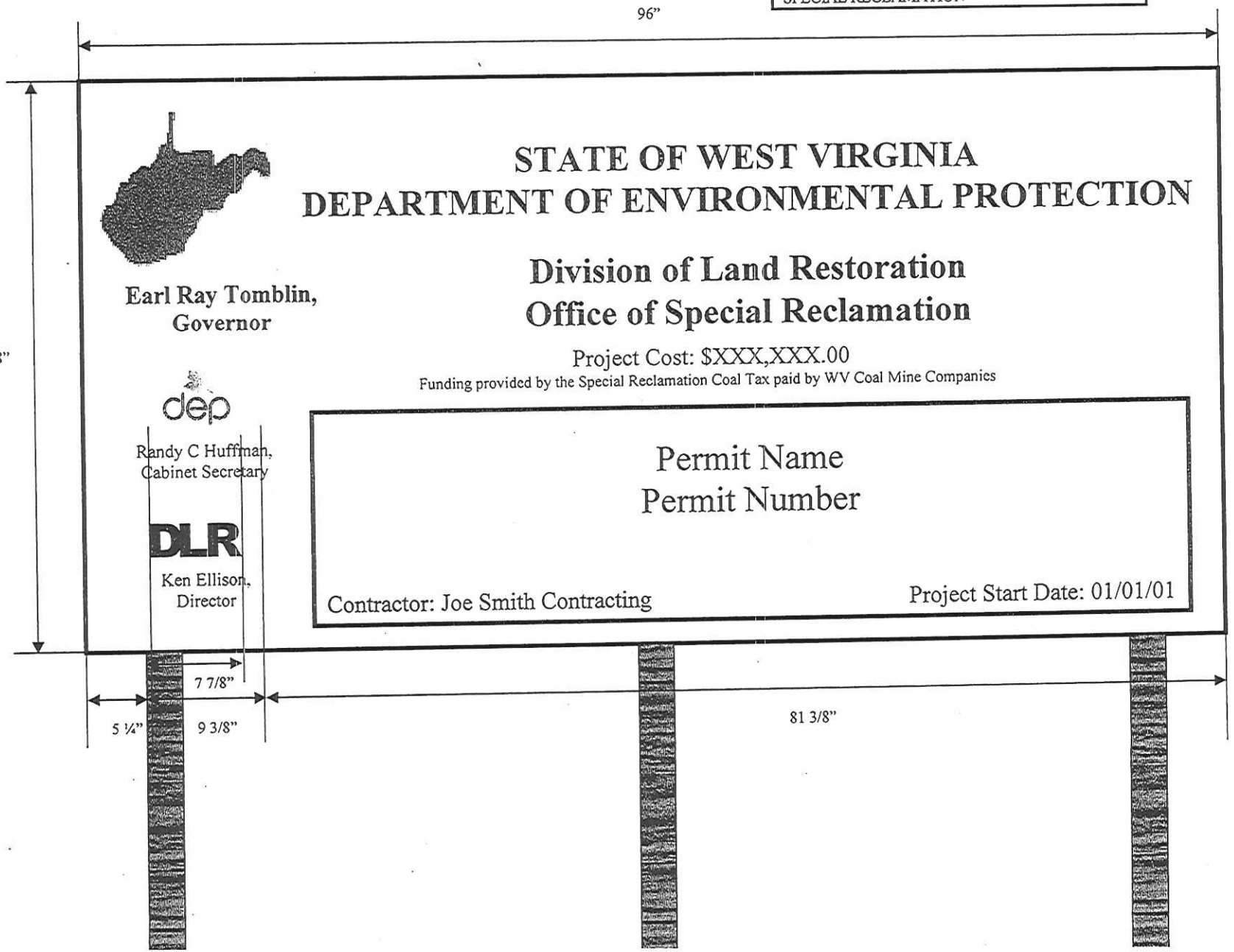
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
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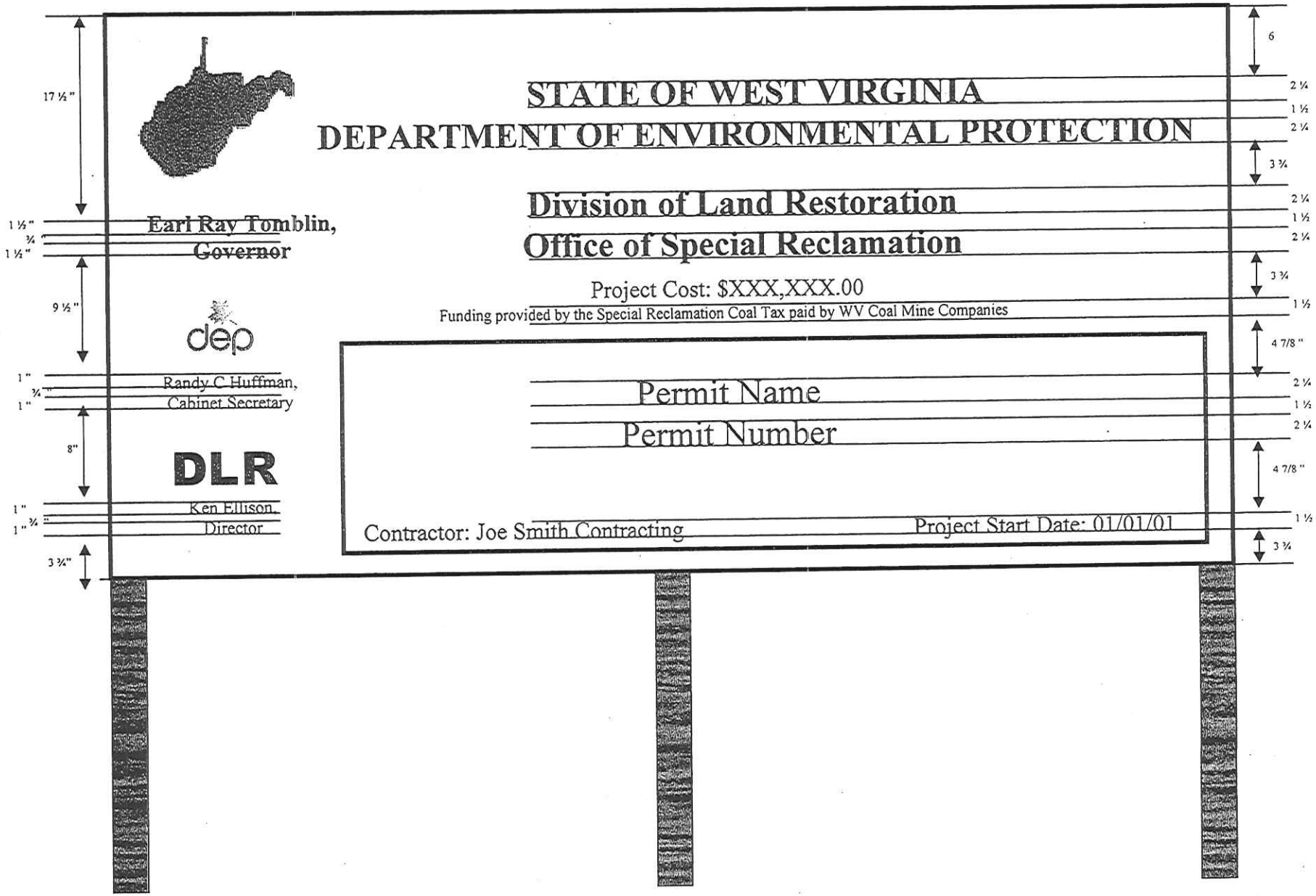
SPENDING UNIT
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION



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

BUYER	PAGE	REQ. OR PO NO.
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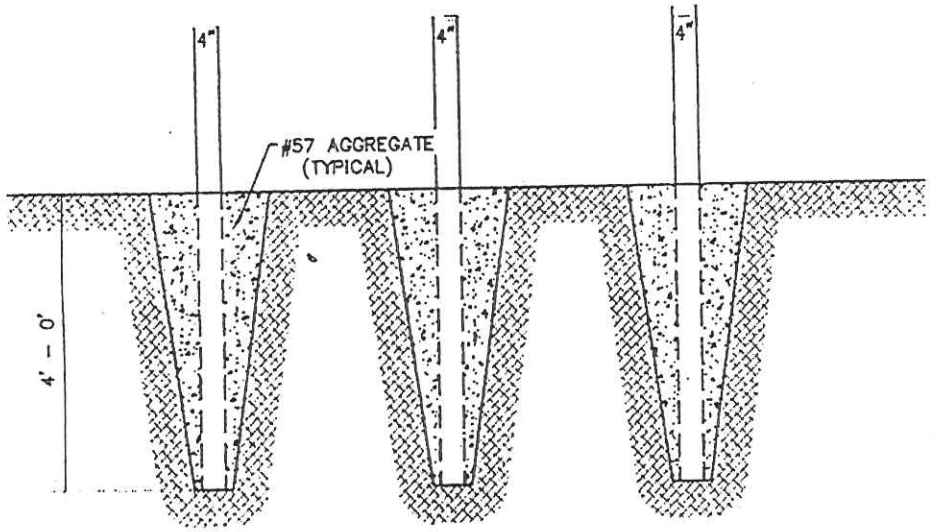
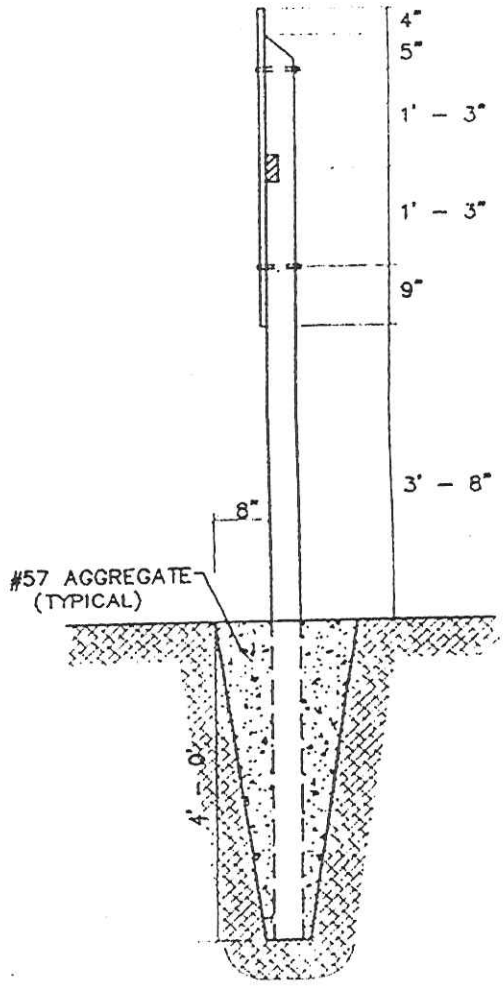
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

Notes:

1. Sign Board to be ¾" by 4'X 8'Marine Plywood
2. Sign Board Color is to be White and
   Letter Colors are to be Dark Green
3. 2" X 4" Treated Cross Brace Let into Posts
4. Mount sign to posts using 3/8" X 5" Galvanized Carriage Bolts
5. Posts are to be treated 4" X 4" X 12'
6. Location to be determined by WVDEP





WV-36a STATE OF WEST VIRGINIA
REV. 5/26/09 PURCHASING CONTINUATION SHEET
VENDOR:

BUYER	PAGE	REQ. OR PO NO.
GN-23		DEP15737

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

Landmark Corporation
S-34-82

DRAWING TITLE	DWG. NO.
DRAWING LOCATION MAP	1
PROJECT MAP: SHEET 1 OF 5	2
PROJECT MAP: SHEET 2 OF 5	3
PROJECT MAP: SHEET 3 OF 5	4
PROJECT MAP: SHEET 4 OF 5	5
PROJECT MAP: SHEET 5 OF 5	6
POND 2 - PLAN VIEW	7
POND 2 - SECTION VIEW	8
UNDERDRAIN - SECTION A-A	9
UNDERDRAIN – TYPICAL DETAIL	10
HILLCLIMB – SECTION B-B	11
SEDIMENT DITCHES A, B, C, D ELIMINATION	12
EXIST. ACCESS ROAD – REGRADE	13
NEW ACCESS ROAD – TYPICAL SECTION	14
DIVERSION CHANNELS – DESIGN	15
DIVERSION CHANNELS – RIP-RAP	16
ALKALINITY CELLS 1 THRU 5 - PLAN	17
ALKALINITY CELLS 1 THRU 5 - PROFILE	18
SEDIMENT DITCHES 'E' AND 'F' – PLAN VIEW	19
SEDIMENT DITCHES 'E' AND 'F' - TYP. SECTION C-C	20
SEDIMENT DITCH 'G' – PLAN VIEW	21
SEDIMENT DITCH 'G' - SECTION VIEW D-D	22
FENCING – SHEET 1 OF 4	23
FENCING – SHEET 2 OF 4	24
FENCING – SHEET 3 OF 4	25
FENCING – SHEET 4 OF 4	26
FENCING – PIPE GATE	27
GROUT KEYS	28
SILT FENCE	29
TYPICAL PLACEMENT – HAYBALE DIKES	30
ROCK FILTER OUTLETS	31
SEDIMENT CONTROL SUMPS	32
SPILL CONTAINMENT	33

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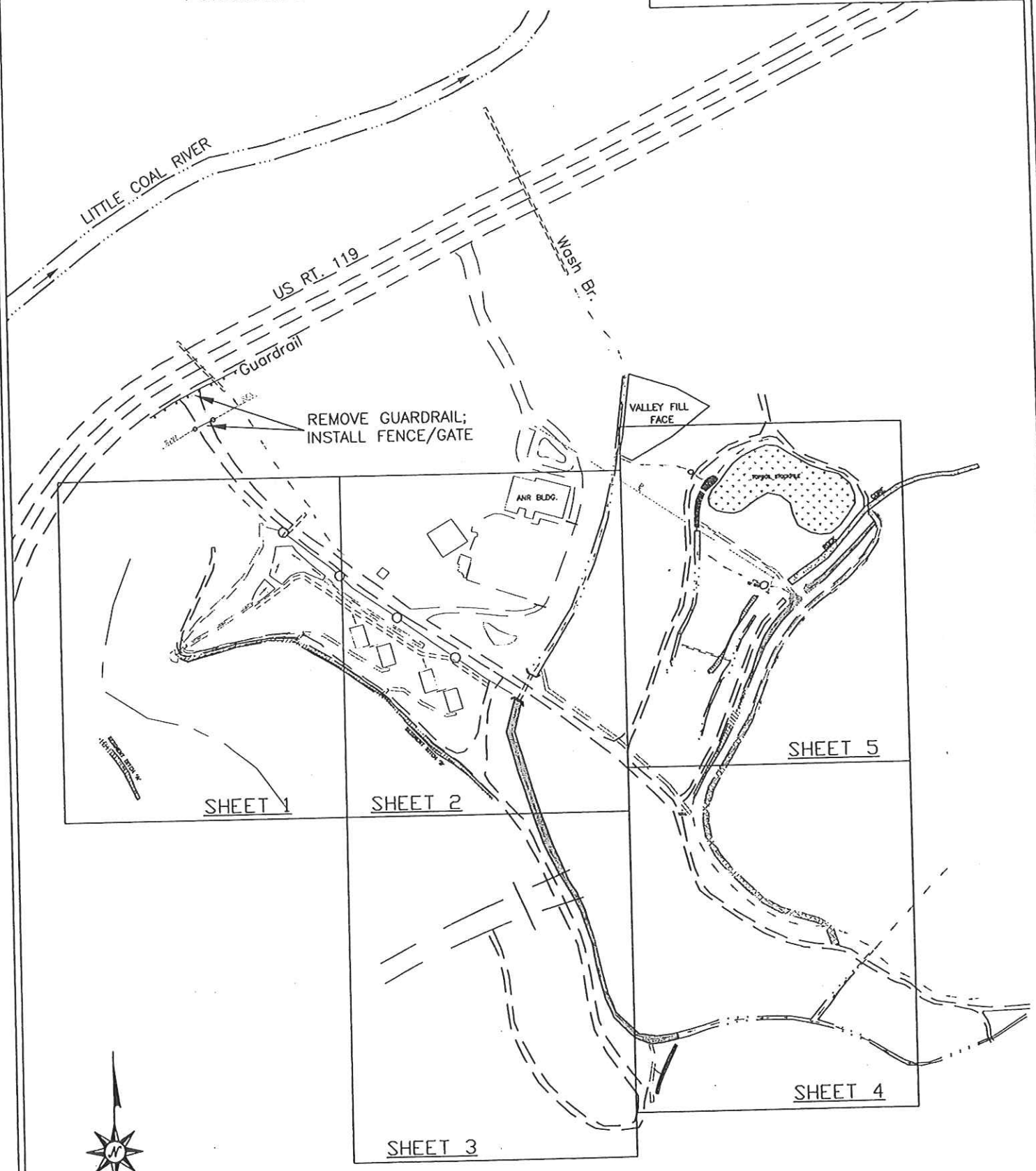
DRAWING LOCATION MAP

Landmark Corporation

Permit No. S-34-82



NOT TO SCALE

DRAWING NO.: 1

BUYER	PAGE	REQ. or P.O. NO.
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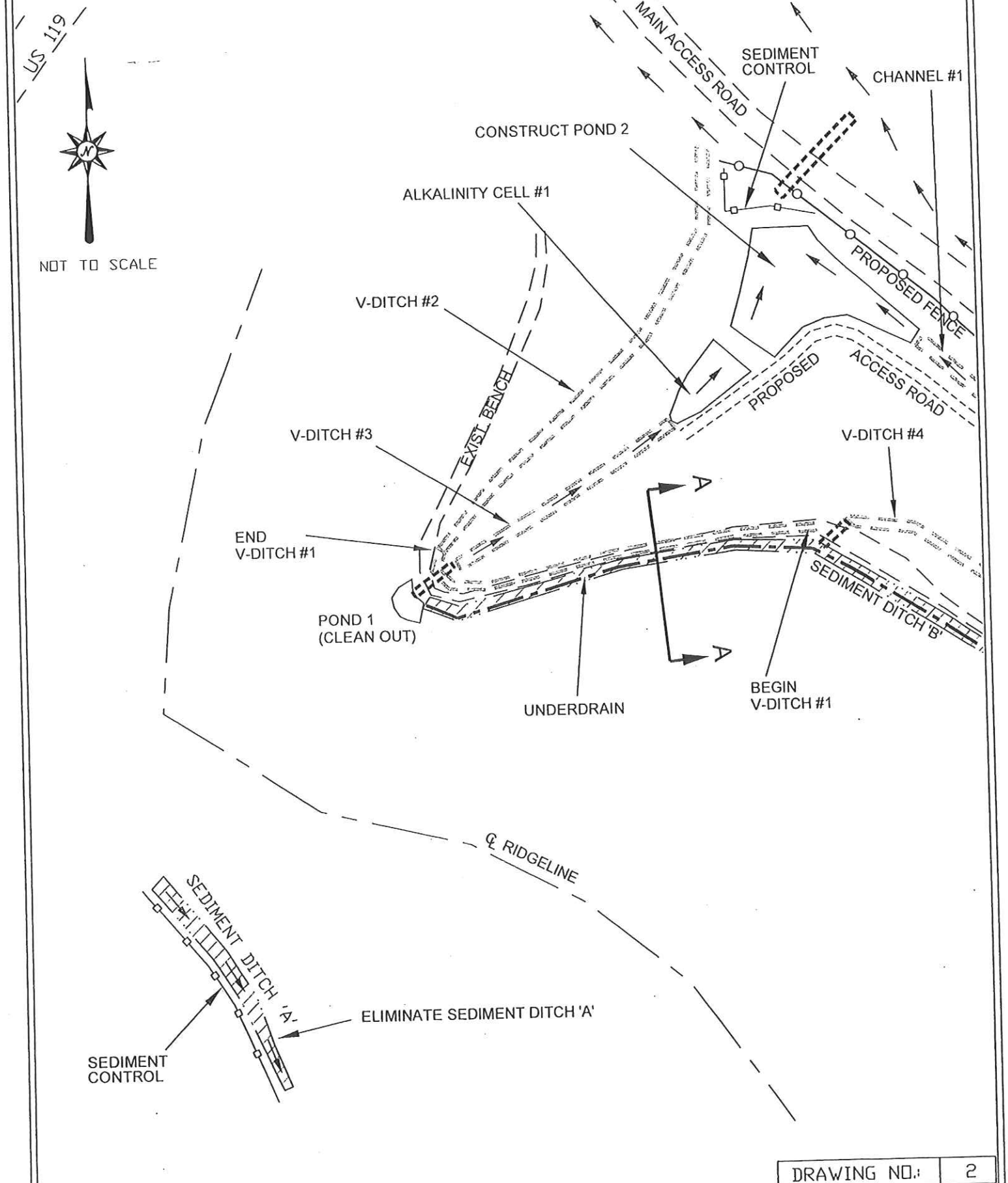
SHEET 1 OF 5		

Landmark Corporation

Permit No. S-34-82



DRAWING NO.:	2

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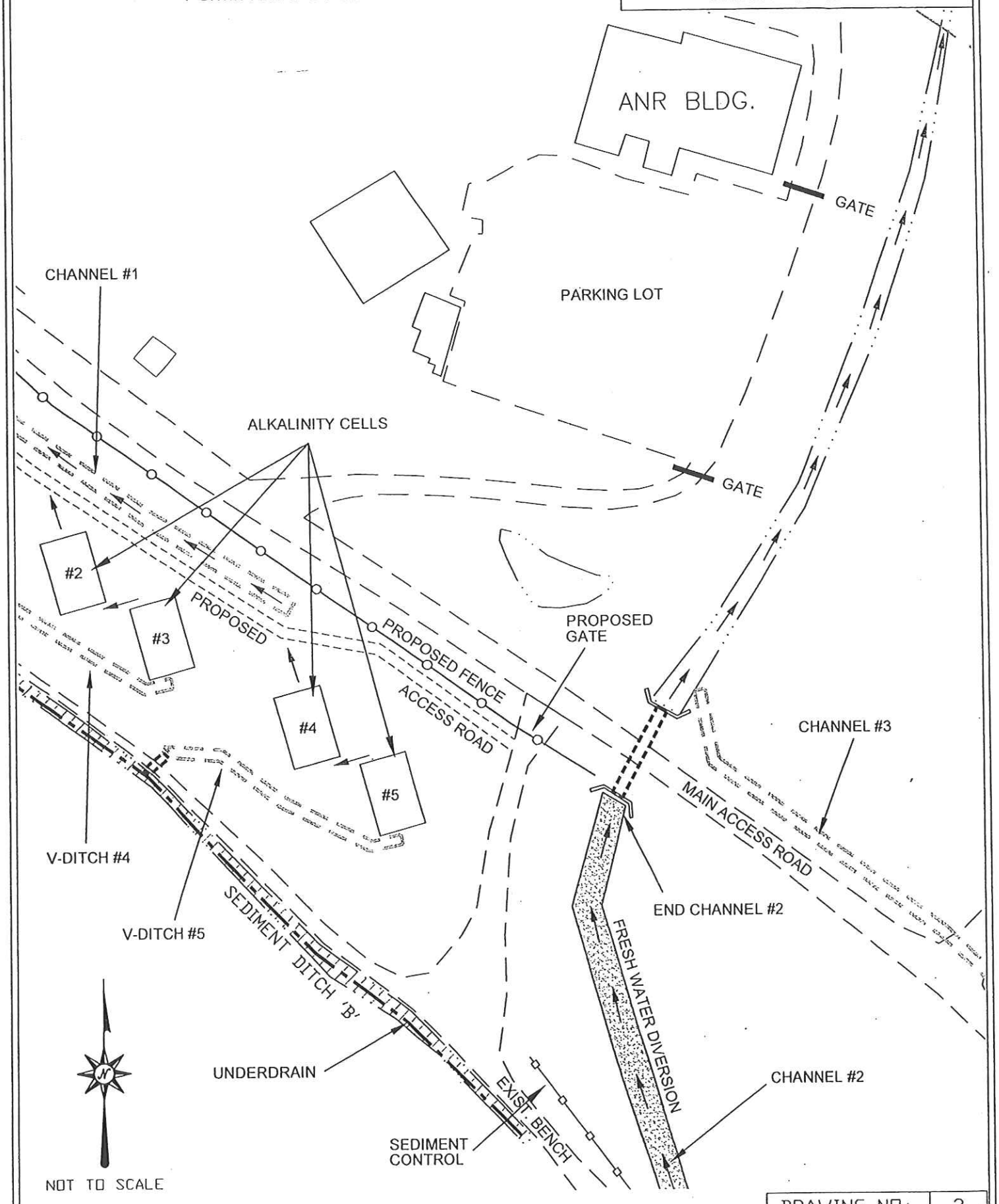
GN-23	4	DEP15737
SHEET 2 OF 5		

Landmark Corporation

Permit No. S-34-82



DRAWING NO.:	3

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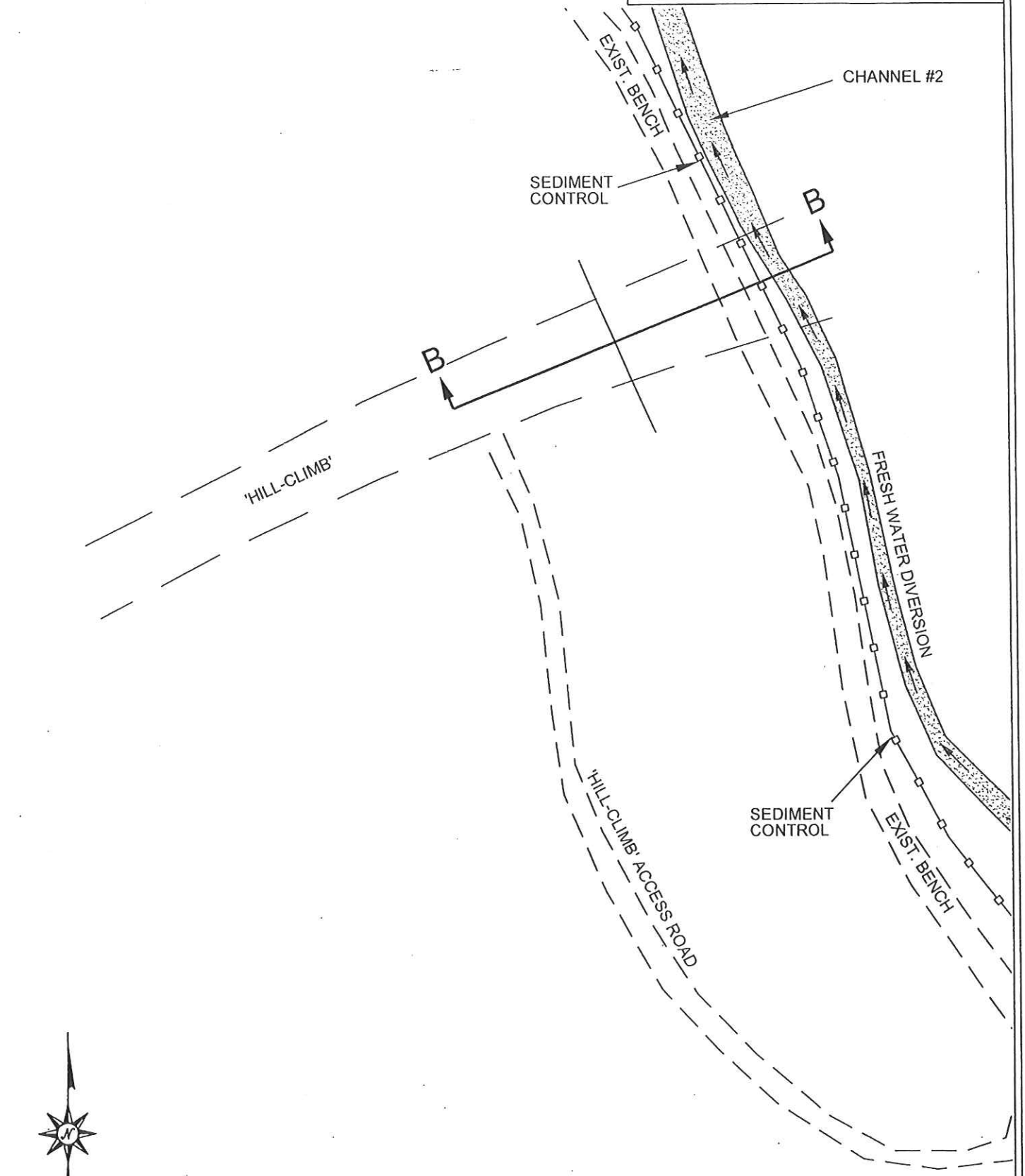
SHEET 3 OF 5		

Landmark Corporation

Permit No. S-34-82



NOT TO SCALE

DRAWING NO.:	4

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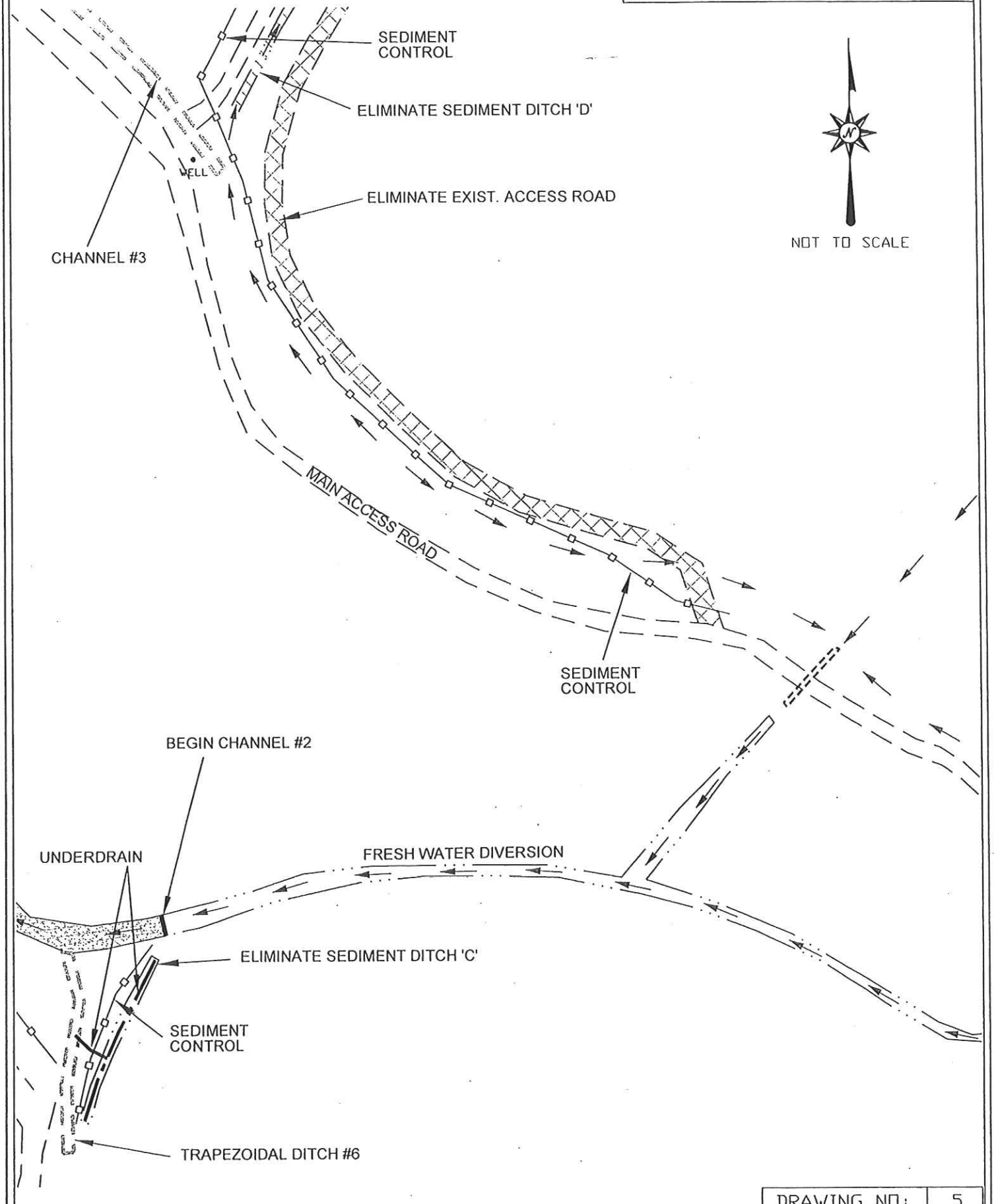
SHEET 4 OF 5		

Landmark Corporation

Permit No. S-34-82



DRAWING NO.:	5

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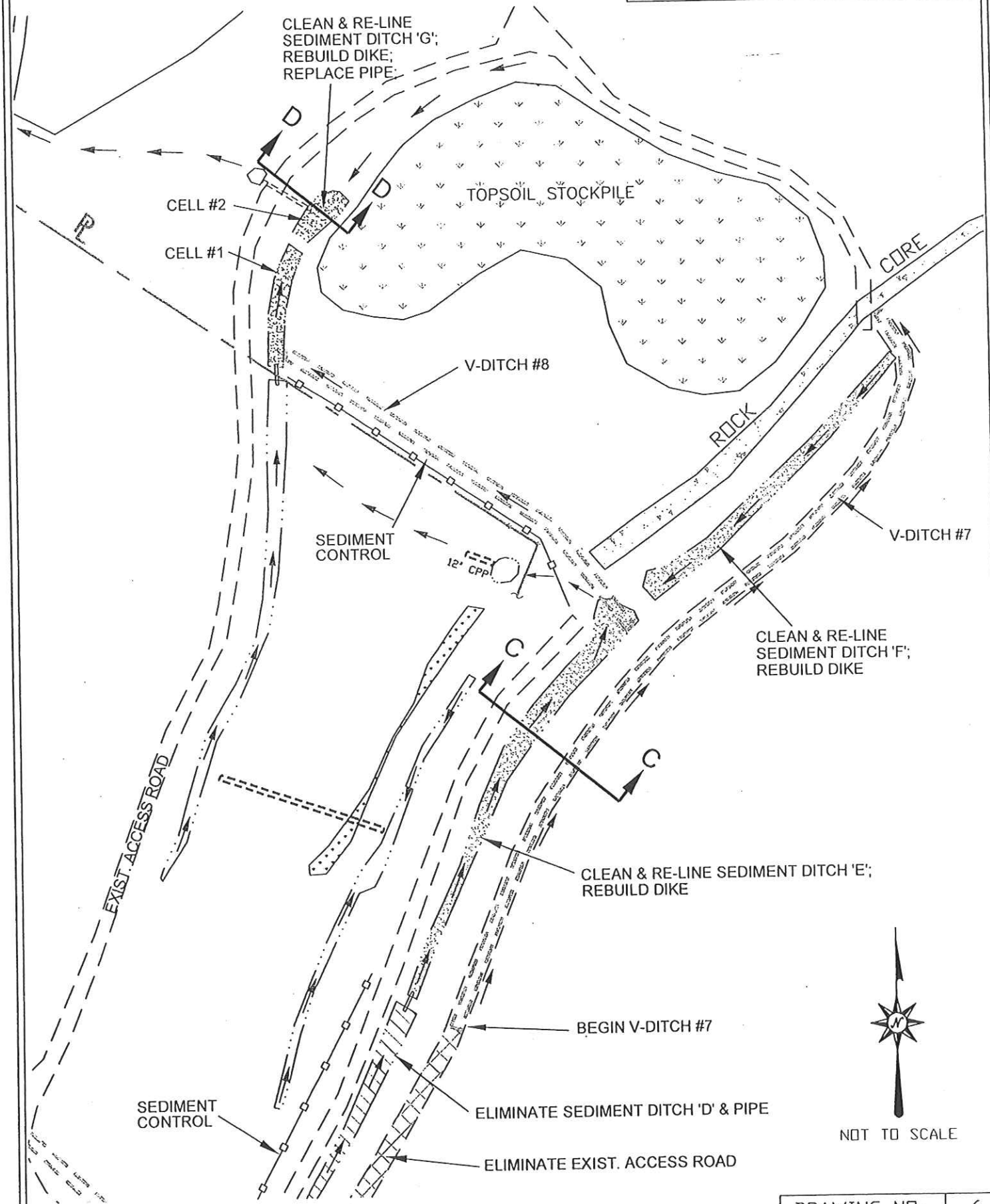
SHEET 5 OF 5		

Landmark Corporation

Permit No. S-34-82



DRAWING NO.:	6

BUYER	PAGE	REQ. or P.O. No.
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Landmark Corporation

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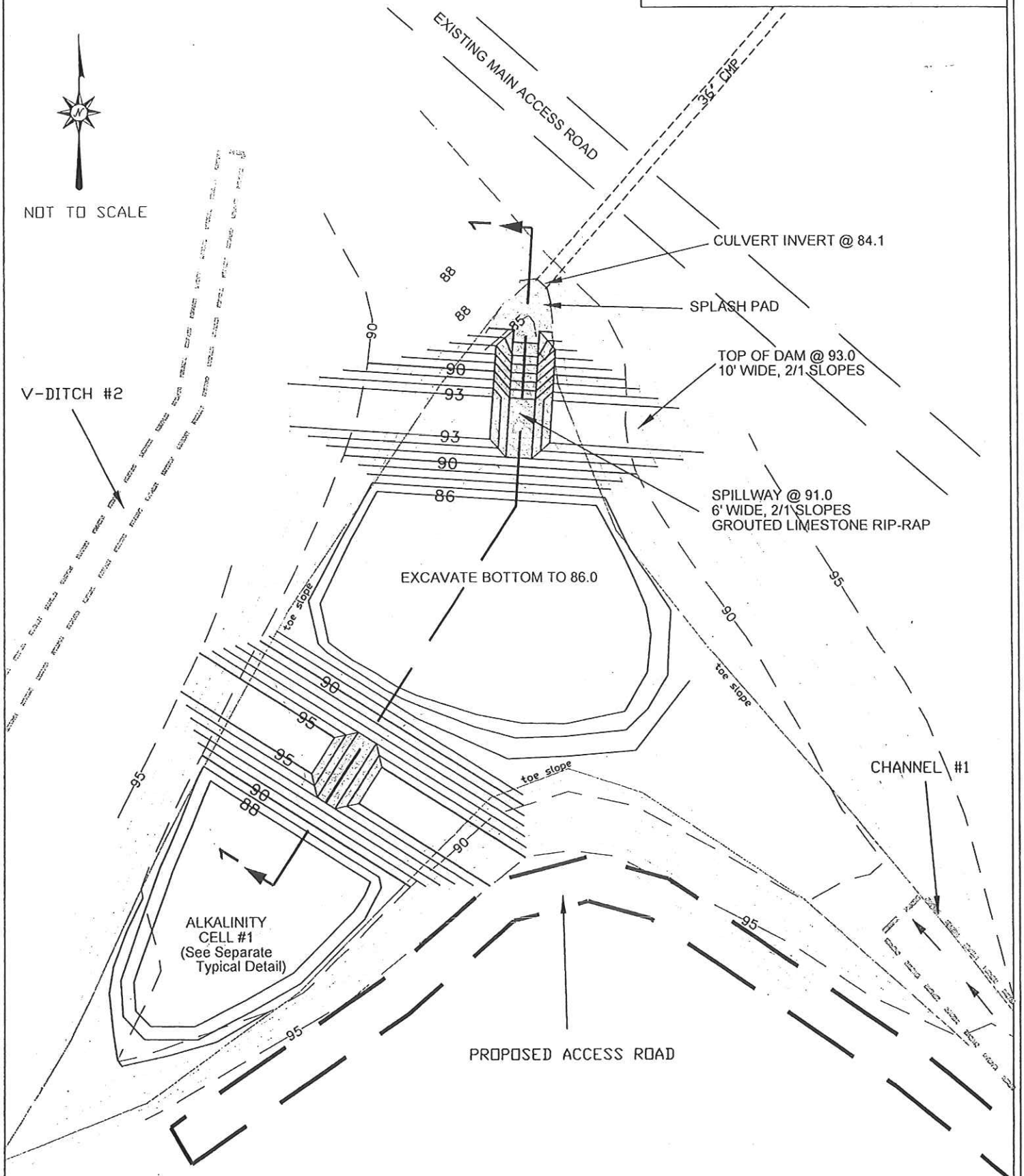
POND #2 - PLAN VIEW



DRAWING NO.:	7

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POND #2 - PROFILE VIEW

Landmark Corporation

Permit No. S-34-82

SECTION 1

NTS

DRAWING NO.:	8

LANDMARK CORPORATION
S-34-82

BUYER	PAGE	REQ. or P.O. No.
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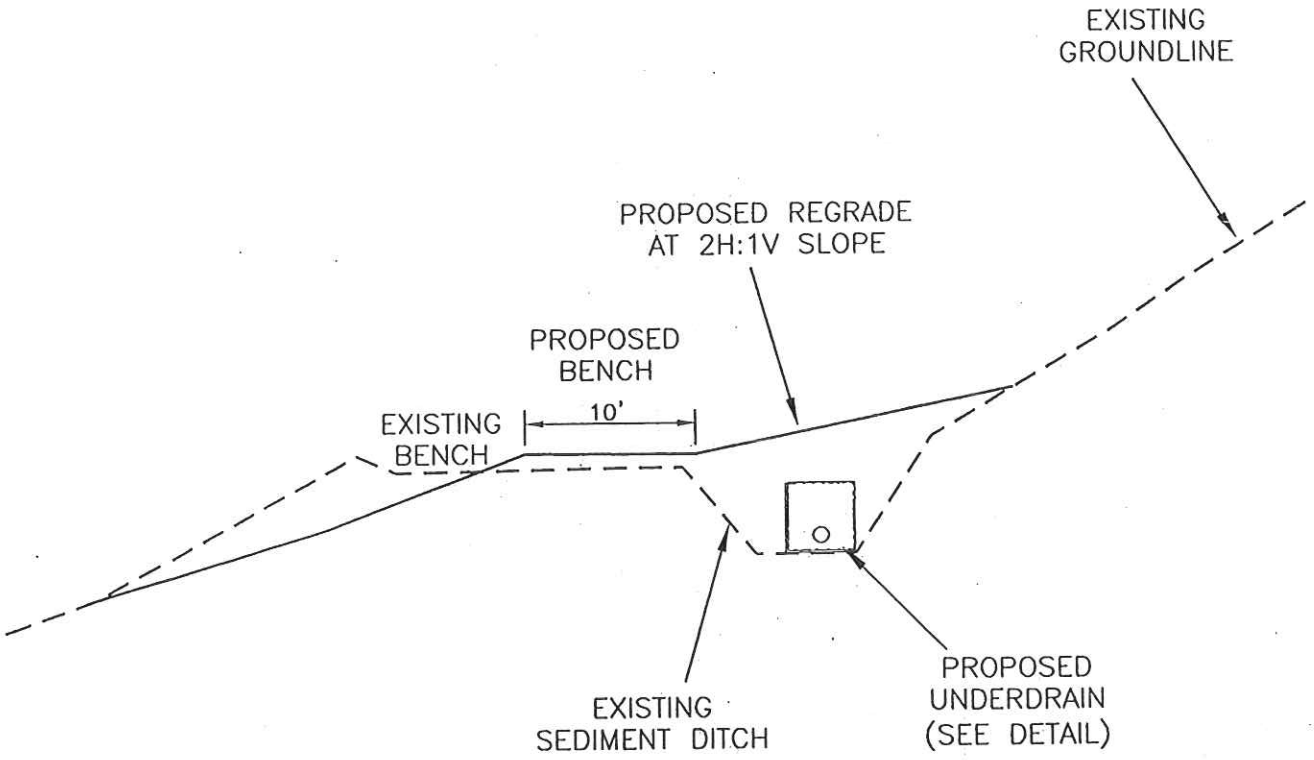
UNDERDRAIN - SECTION A-A



RECLAIMED SEDIMENT DITCH WITH UNDERDRAIN

TYPICAL SECTION

NTS

DRAWING NO.:	9

Landmark Corporation

Permit No. S-34-82

BUYER	PAGE	REQ. or P.O. No.
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UNDERDRAIN - TYPICAL DETAIL

NOT TO SCALE

DRAWING NO.:	10

Landmark Corporation

Permit No. S-34-82

BUYER	PAGE	REQ. or P.O. No.
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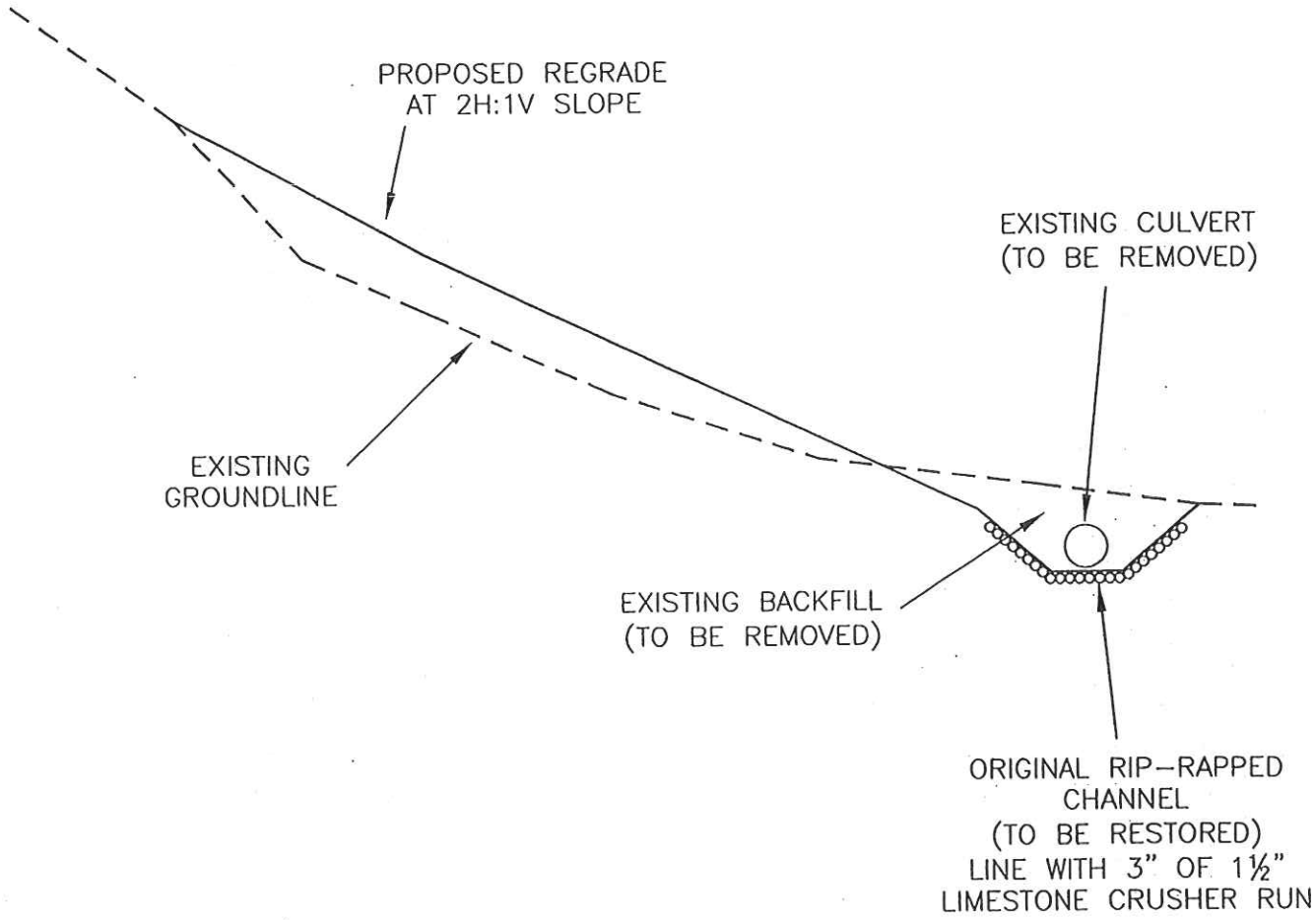
HILL-CLIMB SECTION B-B



TYPICAL SECTION B-B

DRAWING NO.:	11

LANDMARK CORPORATION
Permit No. S-34-82

BUYER	PAGE	REQ. OR PO NO
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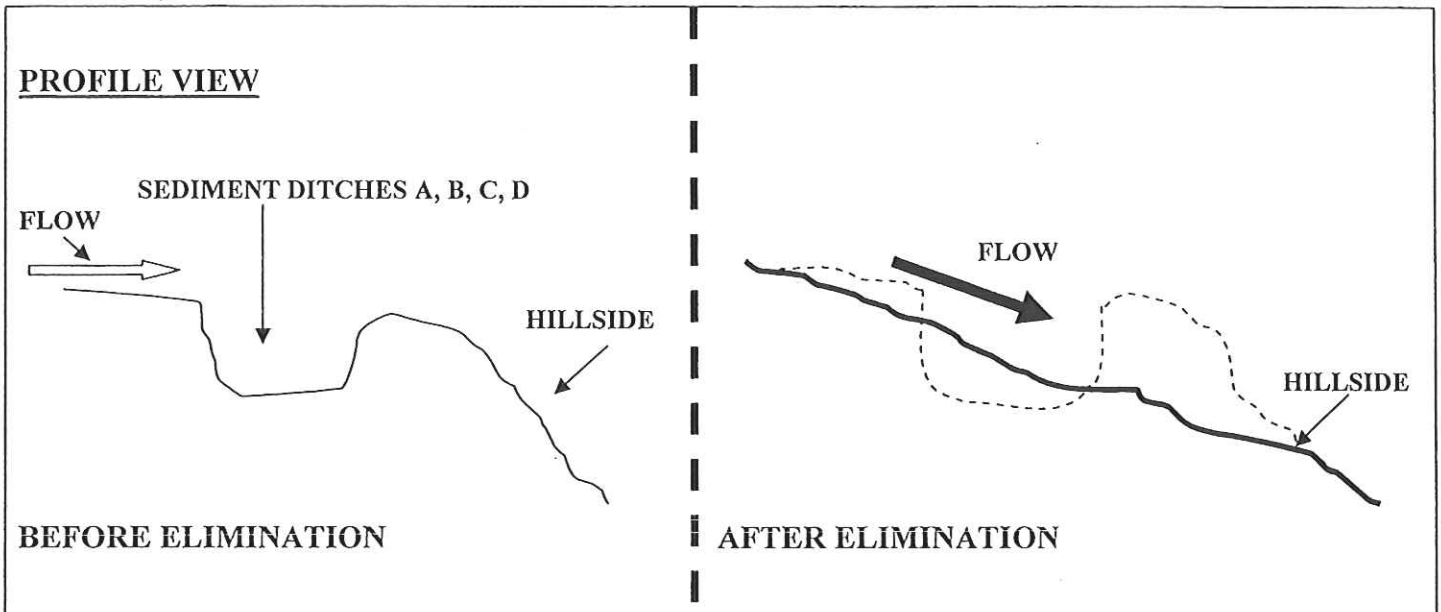
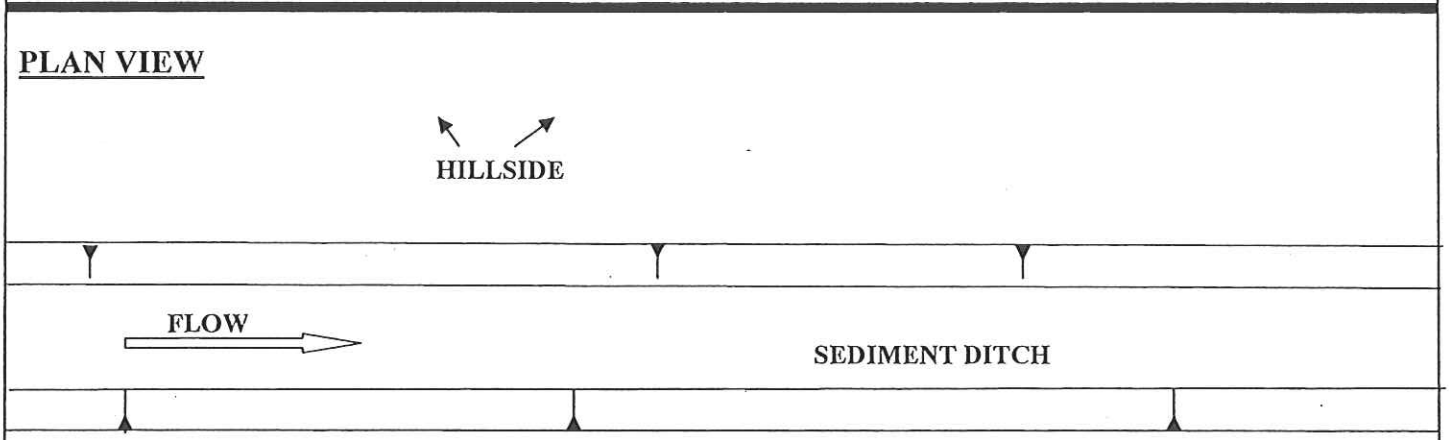
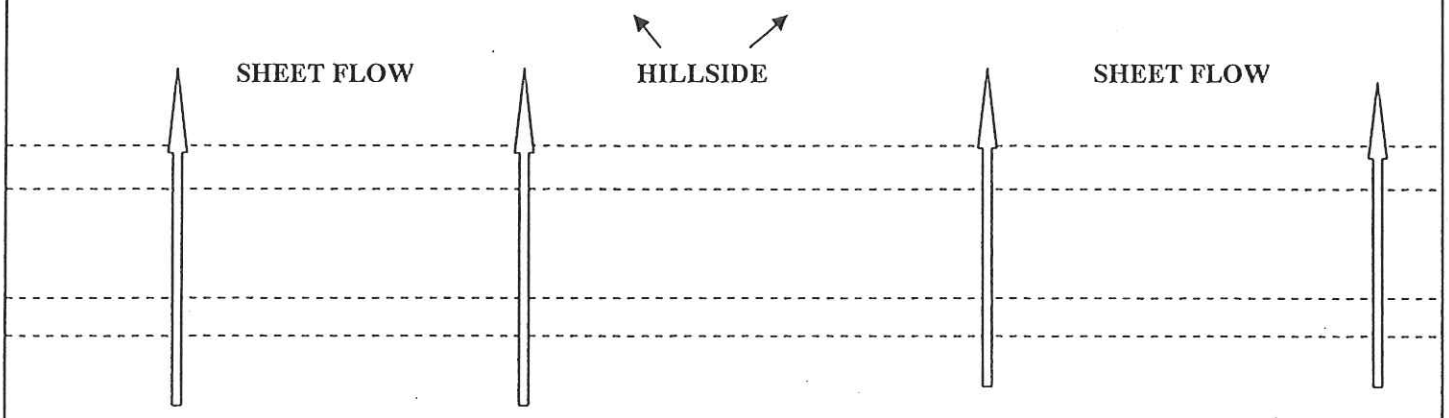
SEDIMENT DITCHES A, B, C, D
ELIMINATION





BEFORE ELIMINATION



AFTER ELIMINATION

DRAWING NO.:	12

Landmark Corporation
Permit No. S-34-82

BUYER	PAGE	REQ. or P.O. No.
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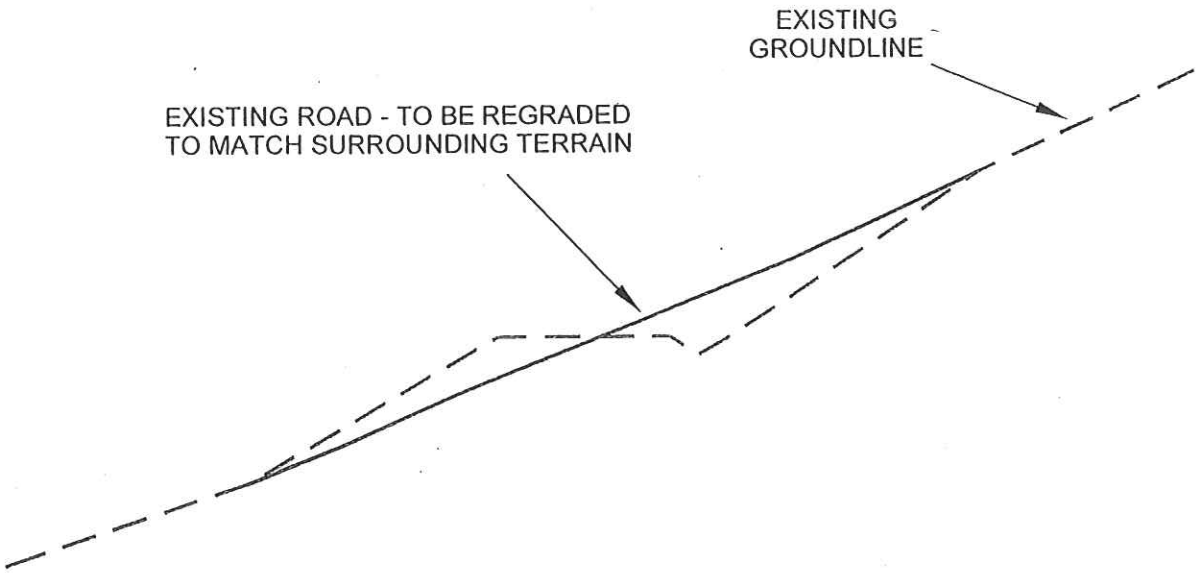
EXIST. ACCESS ROAD REGRADE		



SECTION
NTS

DRAWING NO:	13

Landmark Corporation
Permit No. S-34-82

BUYER	PAGE	REQ. or P.O. No.
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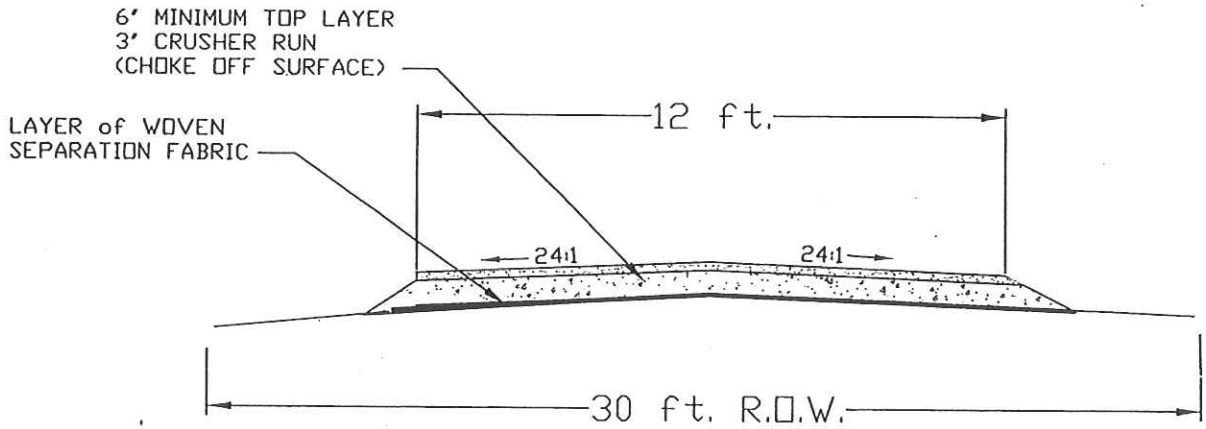
NEW ACCESS ROAD - SECTION



ACCESS ROAD SECTION

NTS

NOTES:

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

DRAWING NO.:	14

Landmark Corporation

Permit No. S-34-82

BUYER GN-23	PAGE	REQ. or P.O. No. DEP15737
DIVERSION CHANNELS – DESIGN		

DITCH / CHANNEL	TOP WIDTH -TW- (FT)	BOT. WIDTH -BW- (FT)	TOTAL DEPTH* -D- (FT)	SIDE SLOPE (H/V)	BOTTOM SLOPE (%)	LINING**	RIPRAP THICKNESS -T- (FT)
DITCH #1	8.0	0	2.0	2/1	1.0	2	1.5
DITCH #2	8.0	0	2.0	2/1	10.0	2	1.5
DITCH #3	8.0	0	2.0	2/1	20.0	2	1.5
DITCH #4	8.0	0	2.0	2/1	10.0	2	1.5
DITCH #5	8.0	0	2.0	2/1	10.0	2	1.5
DITCH #6	14.0	4.0	2.5	2/1	10.0	2	1.5
DITCH #7	12.0	0	3.0	2/1	1.0	2	1.5
DITCH #8	8.0	0	2.0	2/1	1.0	2	1.5
CHANNEL #1	14.0	4.0	2.5	2/1	5.0	2	1.5
CHANNEL #2	EXIST. CHANNEL – LINING ONLY – DO NOT RESIZE					1	1.5
CHANNEL #3	10.0	0	2.5	2/1	2.0	2	1.5

* Includes 1.0 ft. freeboard (F)

** **LINING**

1. Limestone
2. Limestone, Grouted
3. Limestone or Sandstone
4. Limestone or Sandstone, Grouted
5. Fabriform Unimat 4" UM–N erosion control revetment or approved equal

RIPRAP GRADATION CHART				
D_{50} MEDIAN STONE SIZE (IN.)	% OF MATERIAL SMALLER THAN TYPICAL STONE	TYPICAL STONE EQUIVALENT DIAMETER (IN.)	ALTERNATE SIZE DESIGNATION	STONE SIZE RANGE (IN.)
9	70 - 100	15	R-4	4 X 12
	50 - 70	12		
	35 - 50	9		
	2 - 10	3		

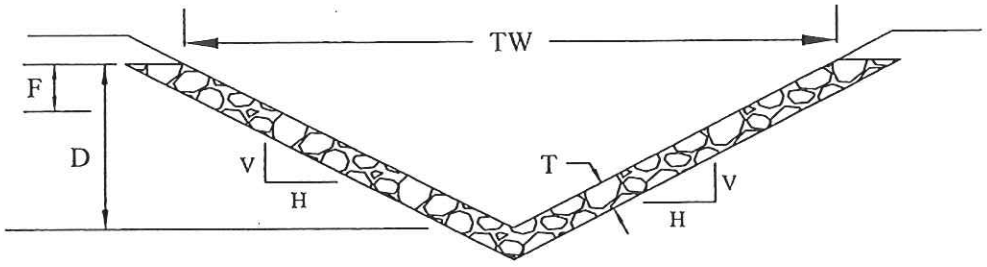
NOTES:

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

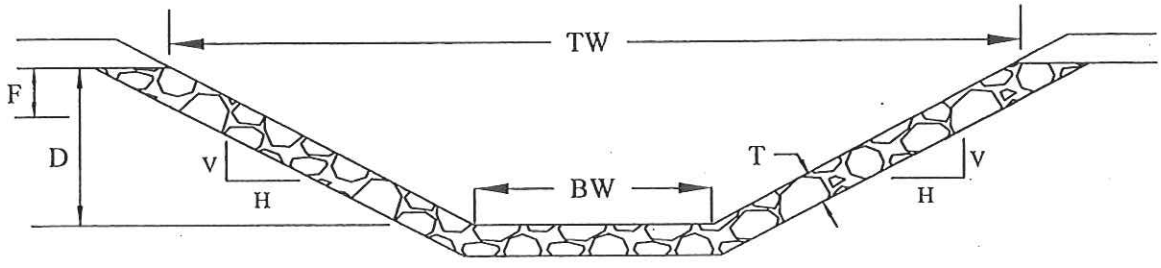
DRAWING NO.:	15

Landmark Corporation
Permit No. S-34-82

BUYER	PAGE	REQ. or P.O. No.
GN-23	.	DEP15737
DIVERSION CHANNELS – RIP-RAP		



TYPICAL V-DITCH X-SECTION



TYPICAL TRAPEZOIDAL CHANNEL X-SECTION

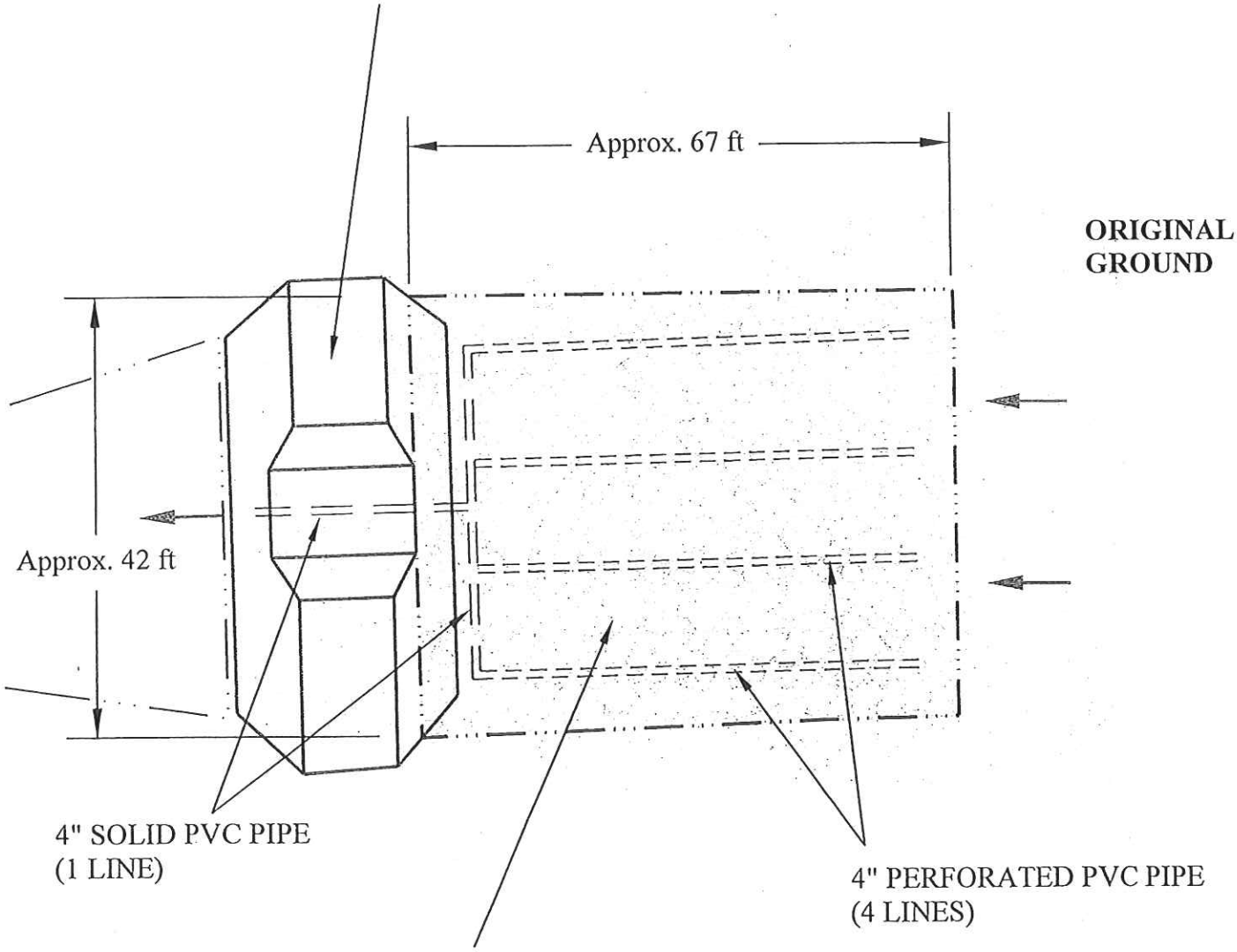
DRAWING NO.:	16

Landmark Corporation
S-34-82

BUYER	PAGE	REQ. or P.O. No.
GN-23		DEP15737

ALKALINITY CELLS 1 THRU 5 - PLAN

BARRIER CONSTRUCTED WITH WELL GRADED 3"-18" LIMESTONE RIP-RAP WITH 2H:1V OUTER SLOPES .
APPROXIMATE TOP WIDTH OF BARRIER SHALL BE TEN FEET (10') WITH AN OVERALL HEIGHT OF SEVEN FEET (7').



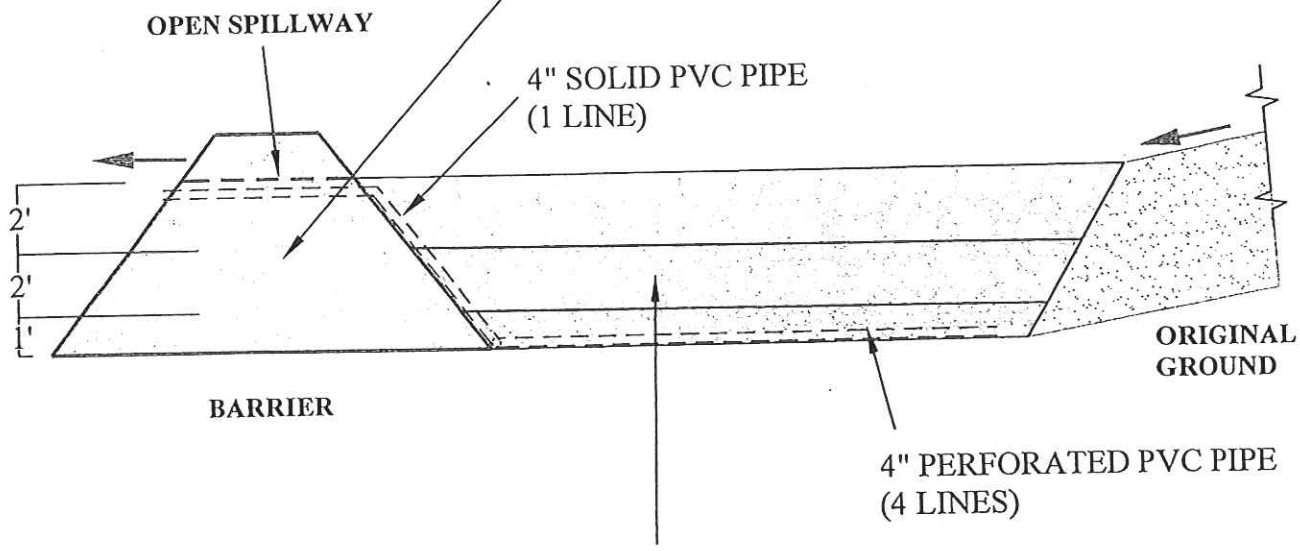
ENTIRE FLOW PATH IS TO BE FILLED WITH SIXTY (60) INCHES OF LIMESTONE. THE BOTTOM LAYER OF LIMESTONE SHALL BE MADE UP OF 1 FOOT OF LIMESTONE CRUSHER RUN. THE MIDDLE LAYER SHALL BE MADE UP OF 2 FEET OF LIMESTONE #57's, AND THE UPPER LAYER SHALL BE A 2 FOOT LAYER OF TWO INCH (2") LIMESTONE.

DRAWING NO.:	17

Landmark Corporation
S-34-82

BUYER	PAGE	REQ. or P.O. No.
GN-23		DEP15737
ALKALINITY CELLS 1 THRU 5 - PROFILE		

BARRIER CONSTRUCTED WITH WELL GRADED 3"-18" LIMESTONE RIP-RAP WITH 2H:1V OUTER SLOPES .
APPROXIMATE TOP WIDTH OF BARRIER SHALL BE TEN FEET (10') WITH AN OVERALL HEIGHT OF SEVEN FEET (7').



ENTIRE FLOW PATH IS TO BE FILLED WITH SIXTY (60) INCHES OF LIMESTONE. THE BOTTOM LAYER OF LIMESTONE SHALL BE MADE UP OF 1 FOOT OF LIMESTONE CRUSHER RUN. THE MIDDLE LAYER SHALL BE MADE UP OF 2 FEET OF LIMESTONE #57's, AND THE UPPER LAYER SHALL BE A 2 FOOT LAYER OF TWO INCH (2") LIMESTONE.

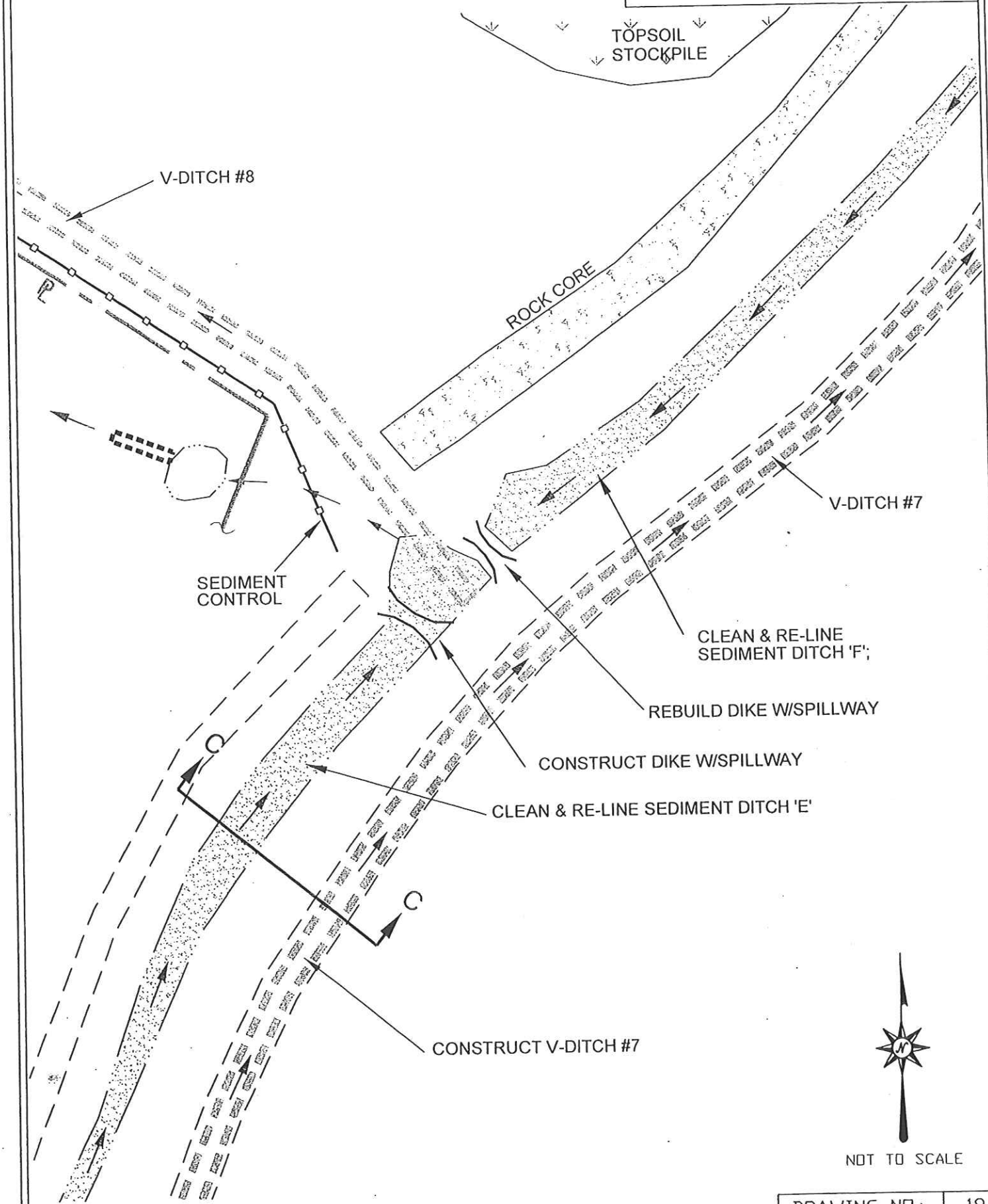
DRAWING NO.:	18

BUYER	PAGE	REQ. or P.O. No.
GN-23		DEP15737

SED. DITCHES 'E' & 'F'-PLAN VIEW

Landmark Corporation

Permit No. S-34-82



NOT TO SCALE

DRAWING NO.: 19

Landmark Corporation

Permit No. S-34-82

BUYER	PAGE	REQ. or P.O. No.
GN-23	1	DEP15737

SED. DITCHES 'E' & 'F'
TYP. SECT. C-C

LINER KEY DETAIL

SECTION C-C

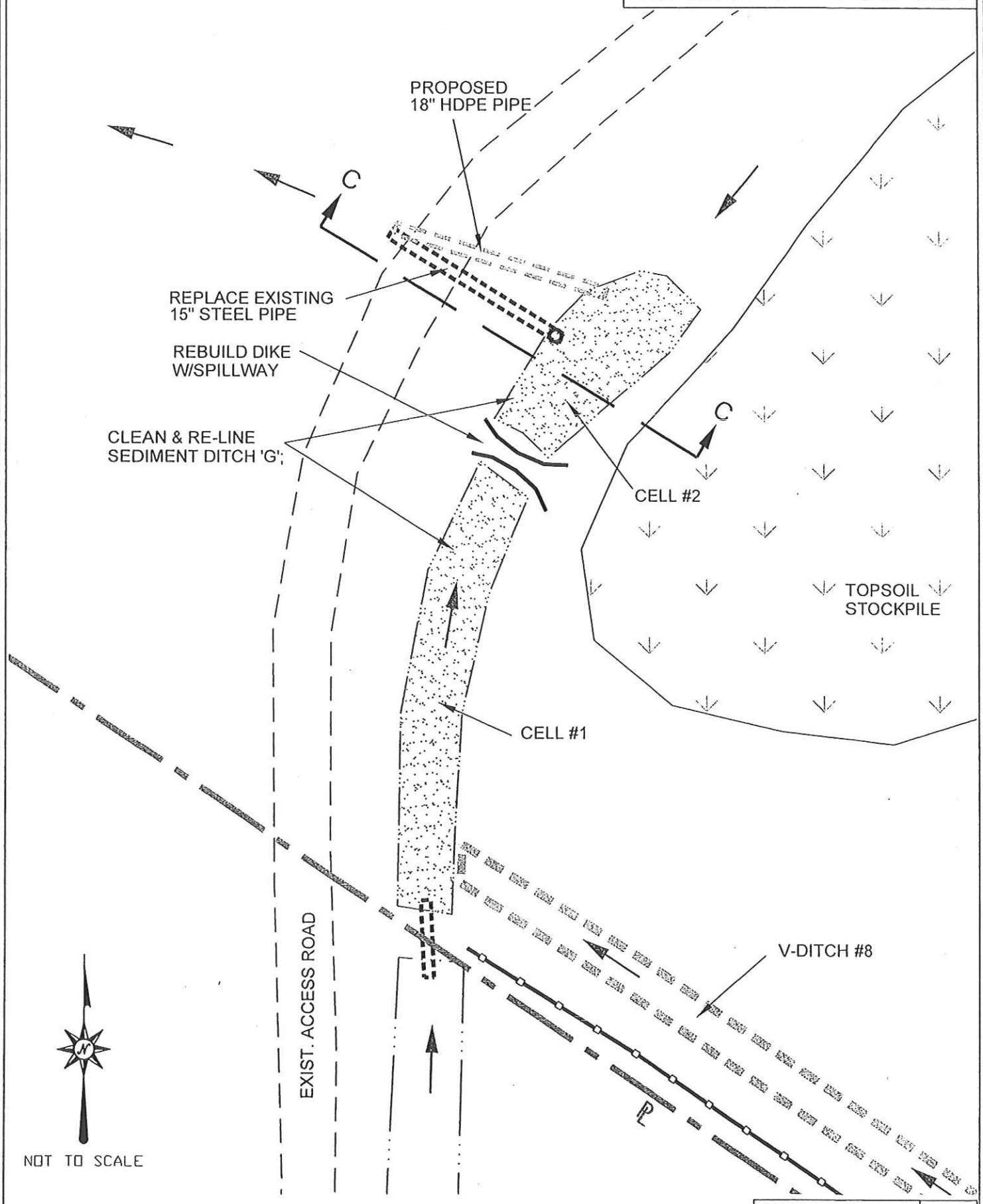
DRAWING NO.: 20

Landmark Corporation

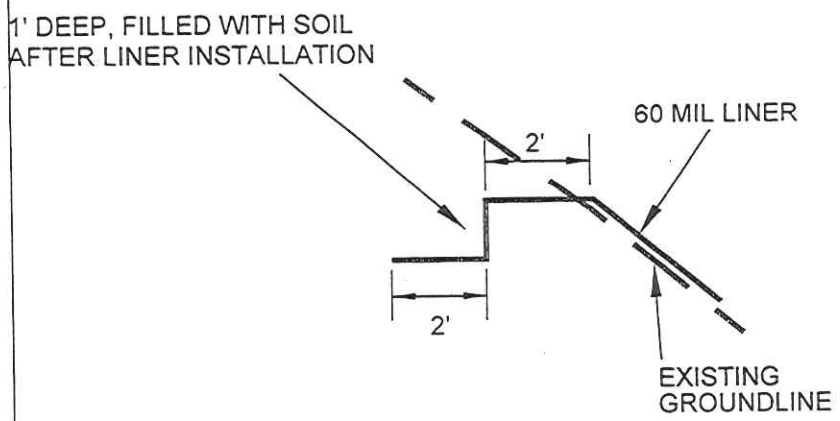
Permit No. S-34-82

BUYER	PAGE	REQ. or P.O. No.
GN-23		DEP15737

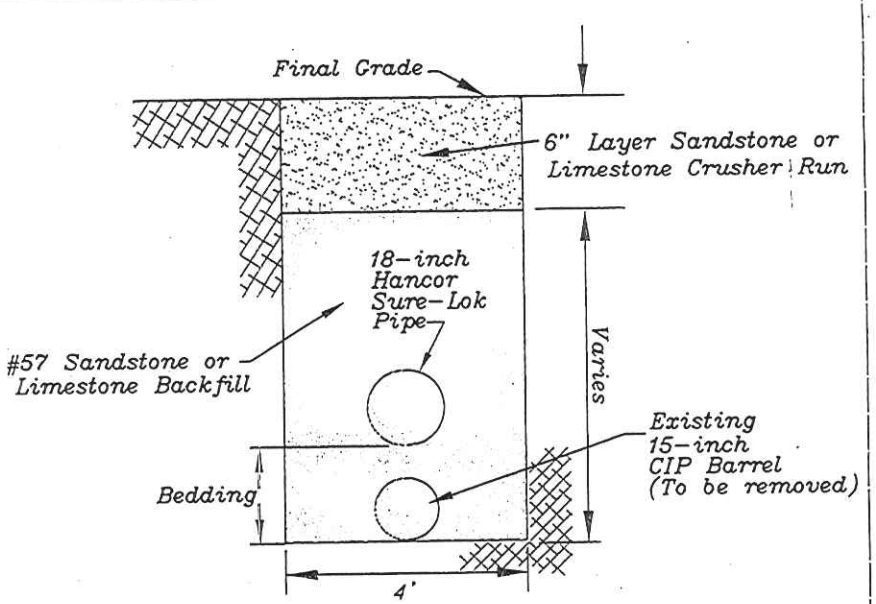
SED. DITCH 'G' - PLAN VIEW



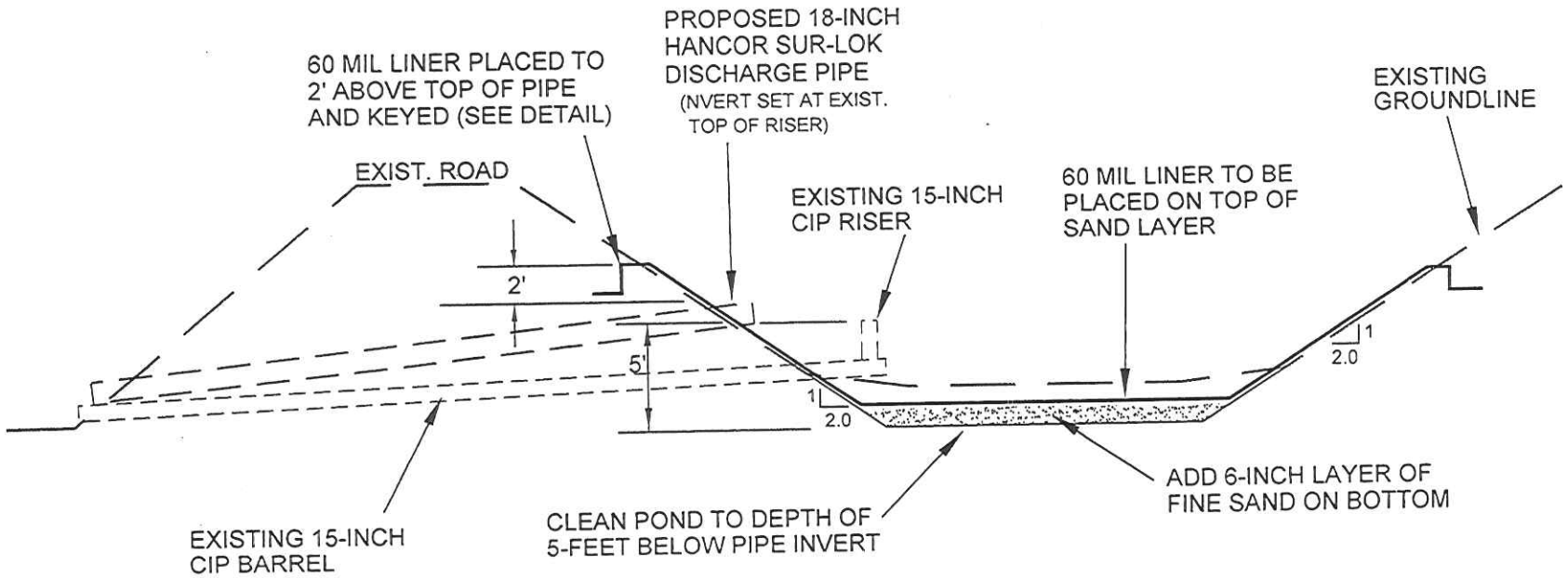
DRAWING NO.: 21



LINER KEY DETAIL



PIPE TRENCH DETAIL



TYPICAL SECTION D-D

Landmark Corporation
Permit No. S-34-82

BUYER	PAGE	REQ. or P.O. No.
GN-23		DEP15737

SED. DITCH 'G' - SECTION D-D

DRAWING NO.: 22

LANDMARK CORPORATION
S-34-82

BUYER	PAGE	REQ. or P.O. No.
GN-23		DEP15737

FENCING - SHEET 1 of 4

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 3" square (min.); braces 6" 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 WVDOH Section. 608 of the Specifications and shall be of good quality commercial design acceptable to the Director or Representive.

In lieu of the barbed wire detailed herein, the following additional types are acceptable, provided they retain the 4-point barb at 5-inch centers' requirement and provided they meet or exceed the strength and coating requirements for the standard, 12-1 /2 gage, barbed wire as called for in 712.10 of the WVDOH Specifications.

(a) stranded, 15-1/2 gage, high carbon stee barbed wire.
(b) one-strand, 12 gage, steel barbed wire.

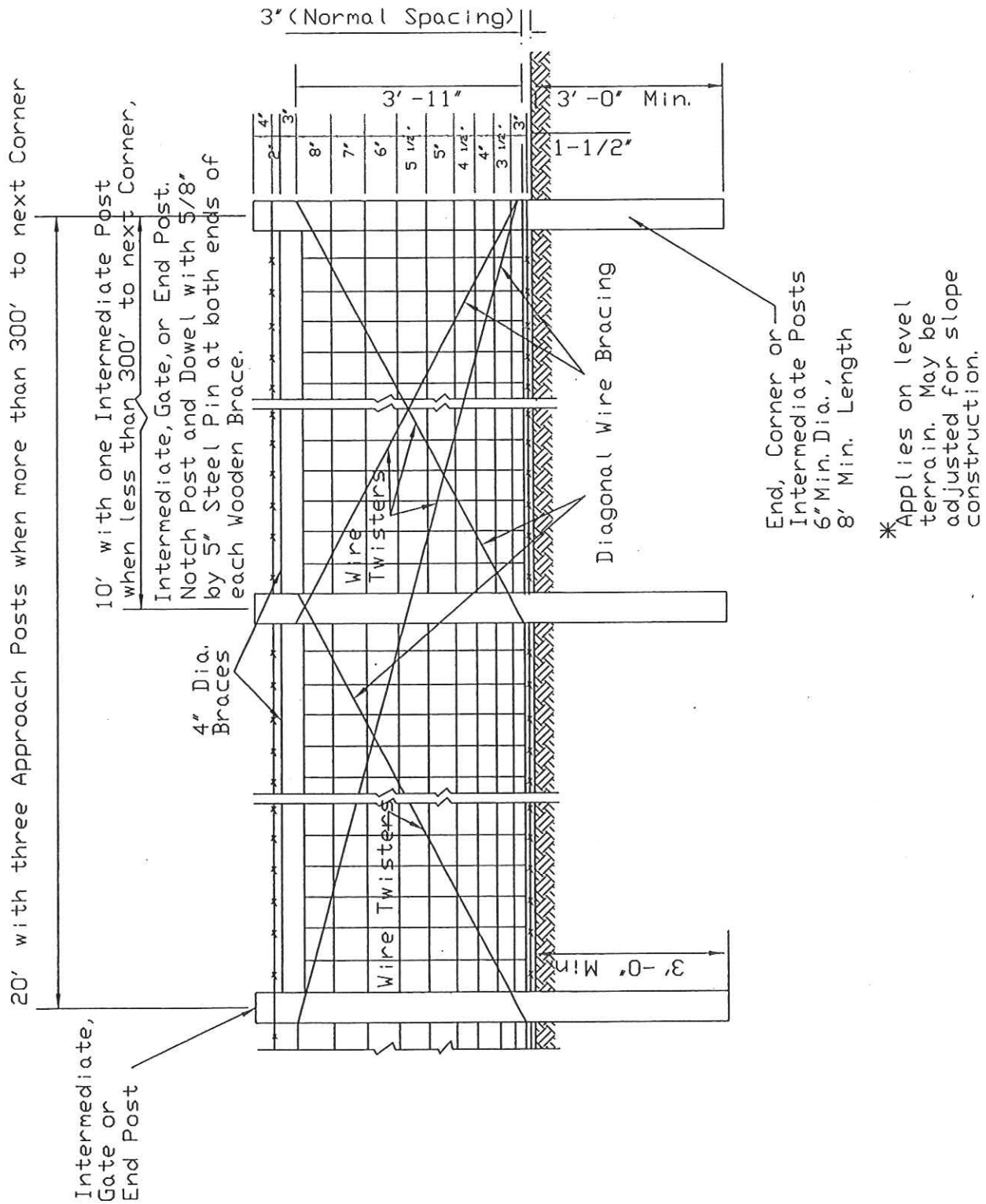
Note: Type FW-4-5 Nicopress Oval Sleeve Wire Splices, or other equal sleeve splices approved by the Engineer, may be used in lieu of the above wrapped wire splices.

TYPICAL WIRE FENCE SPLICE

DRAWING NO.:	23

LANDMARK CORPORATION
S-34-82

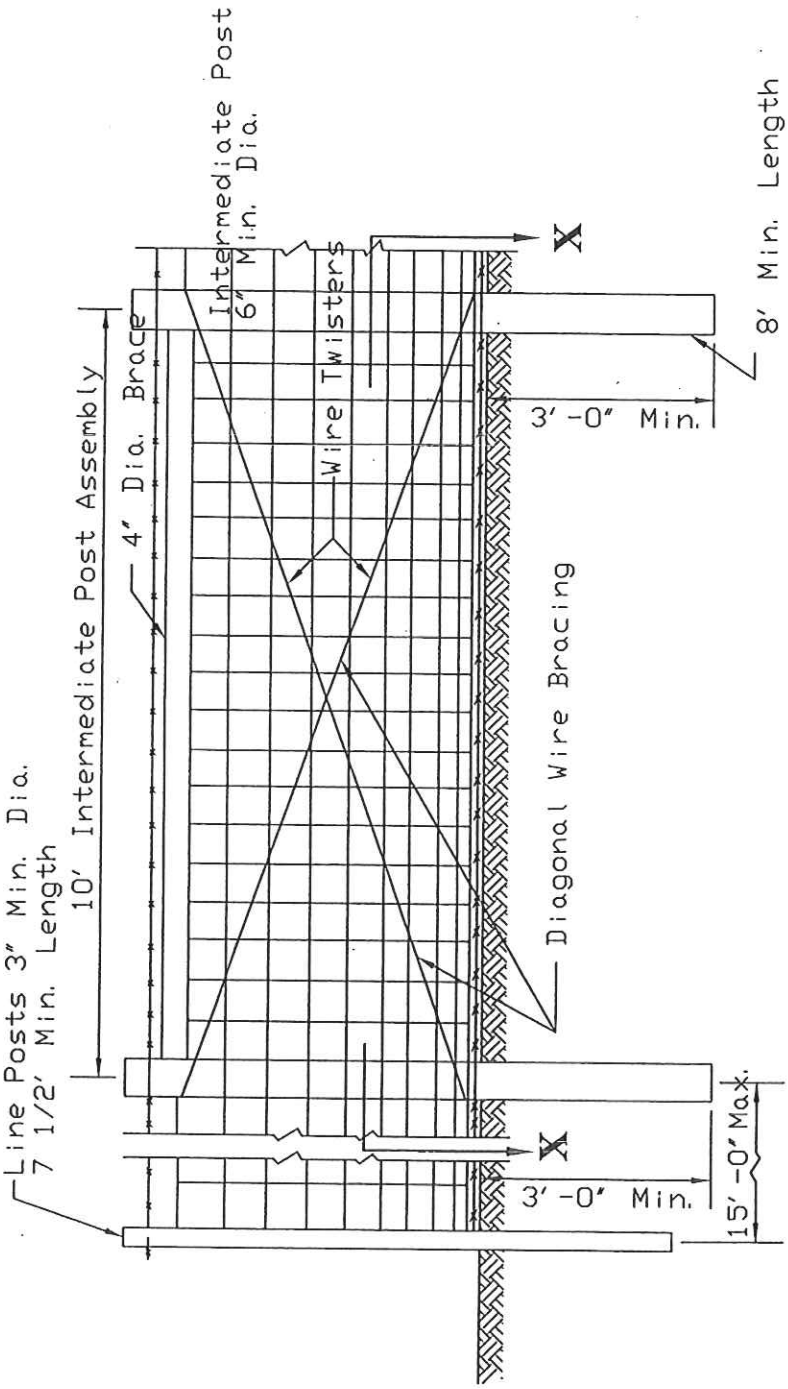
BUYER	PAGE	REQ. or P.O. No.
GN-23		DEP15737
FENCING - SHEET 2 of 4		

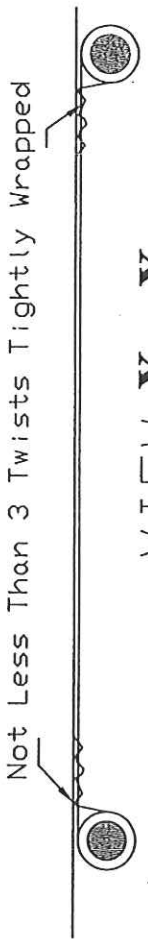


DRAWING NO.:	24

LANDMARK CORPORATION
S-34-82

BUYER	PAGE	REQ. or P.O. No.
GN-23		DEP15737
FENCING - SHEET 3 of 4		





VIEW X - X

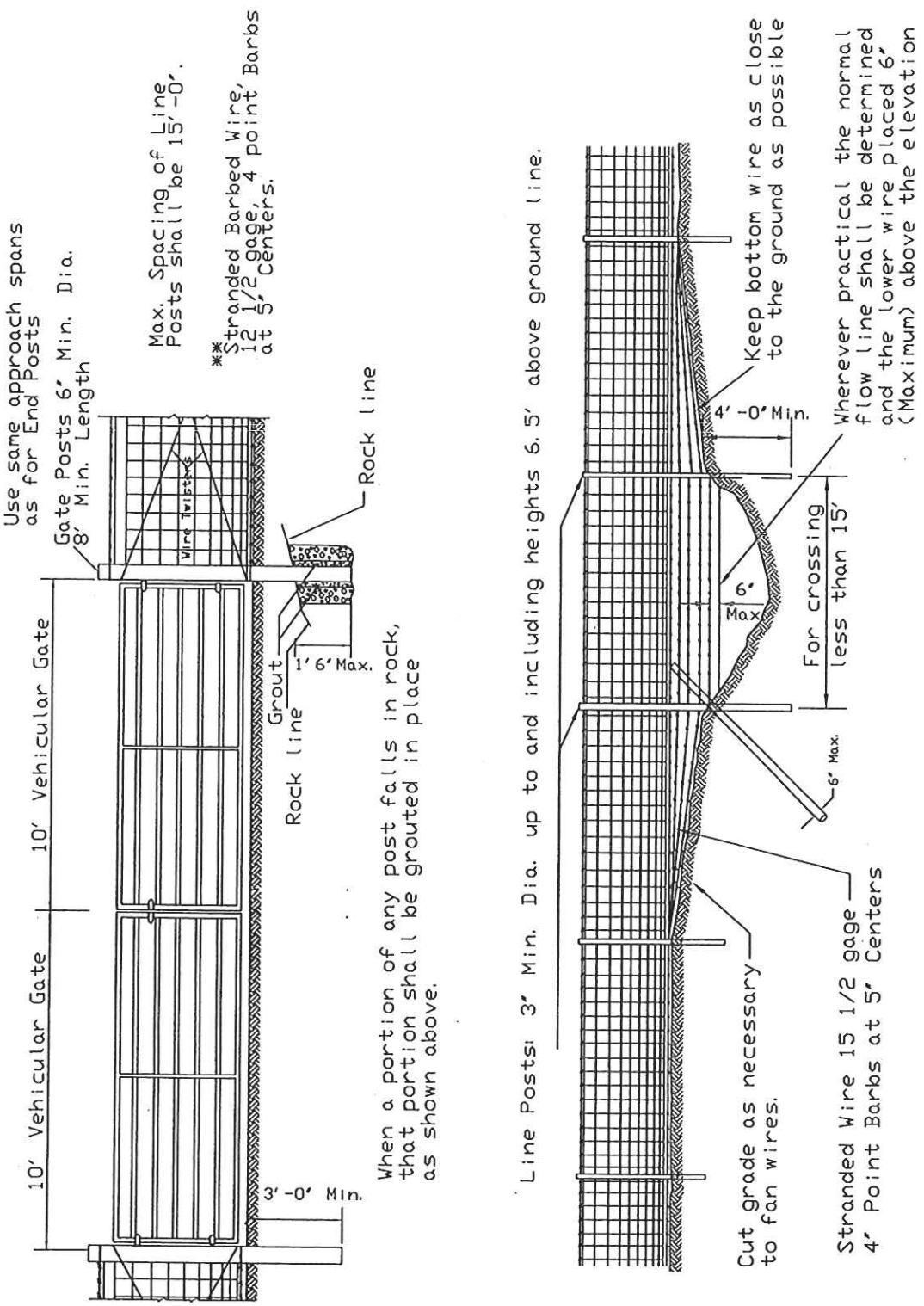
(Connection of Fencing Fabric to Intermediate Assembly Posts)

DRAWING NO.:	25

LANDMARK CORPORATION
S-34-82

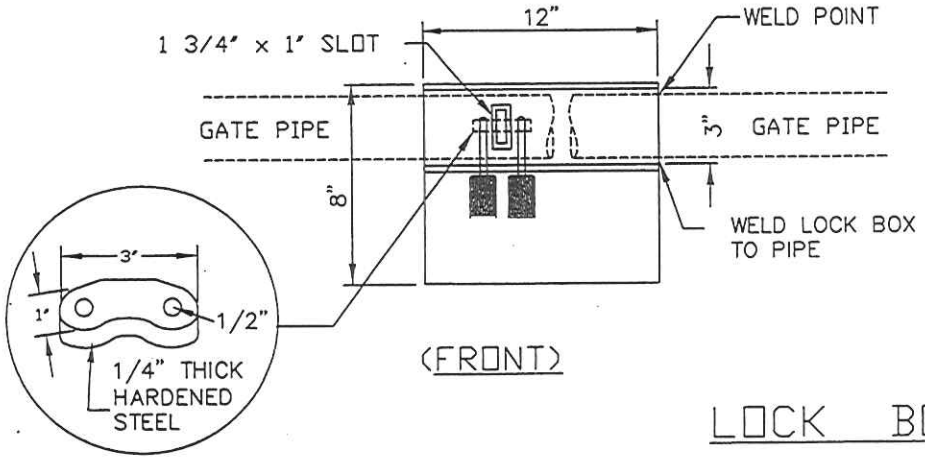
BUYER	PAGE	REQ. or P.O. No.
GN-23		DEP15737

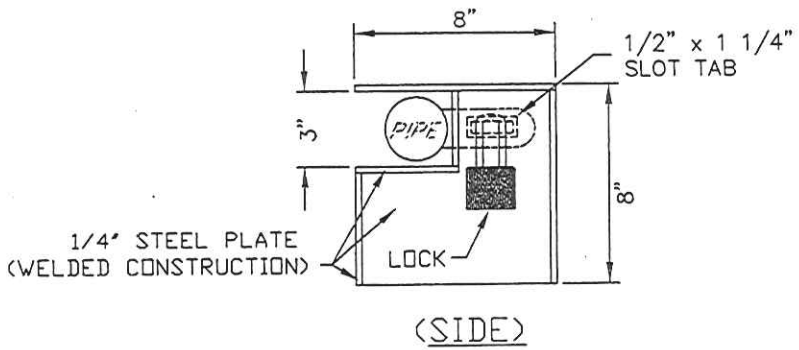
FENCING - SHEET 4 of 4



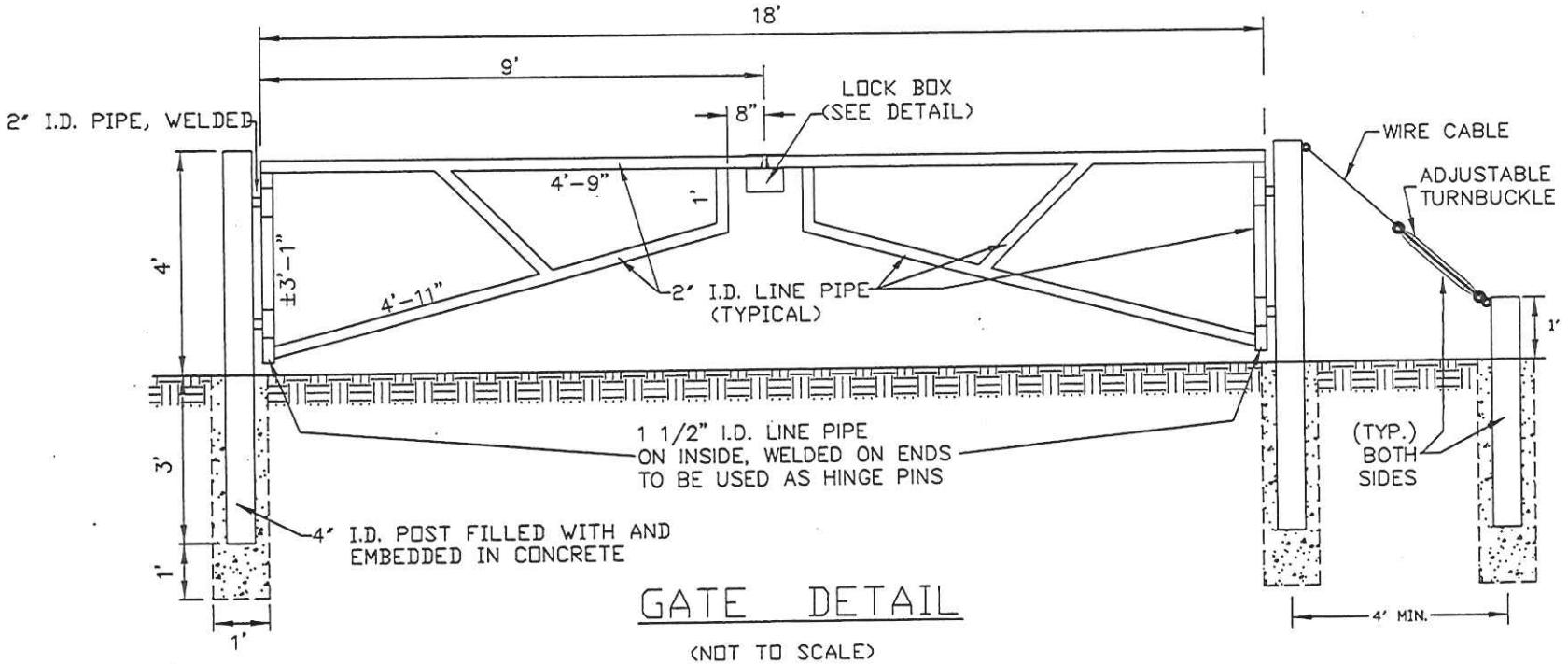
DETAIL SHOWING TYPICAL SECTION AT MINOR DEPRESSIONS AND WET WEATHER CROSSINGS

DRAWING NO.:	26





LOCK BOX DETAIL



GATE DETAIL

(NOT TO SCALE)

NOTES: GREASE FITTINGS SHALL BE INSTALLED AT EACH HINGE POINT.
ALL ENDS OF PIPE SHALL BE WELDED CLOSED.
STEEL LINE PIPE SHALL BE 0.188" WALL THICKNESS.

BUYER	PAGE	REQ. or P.O. No.
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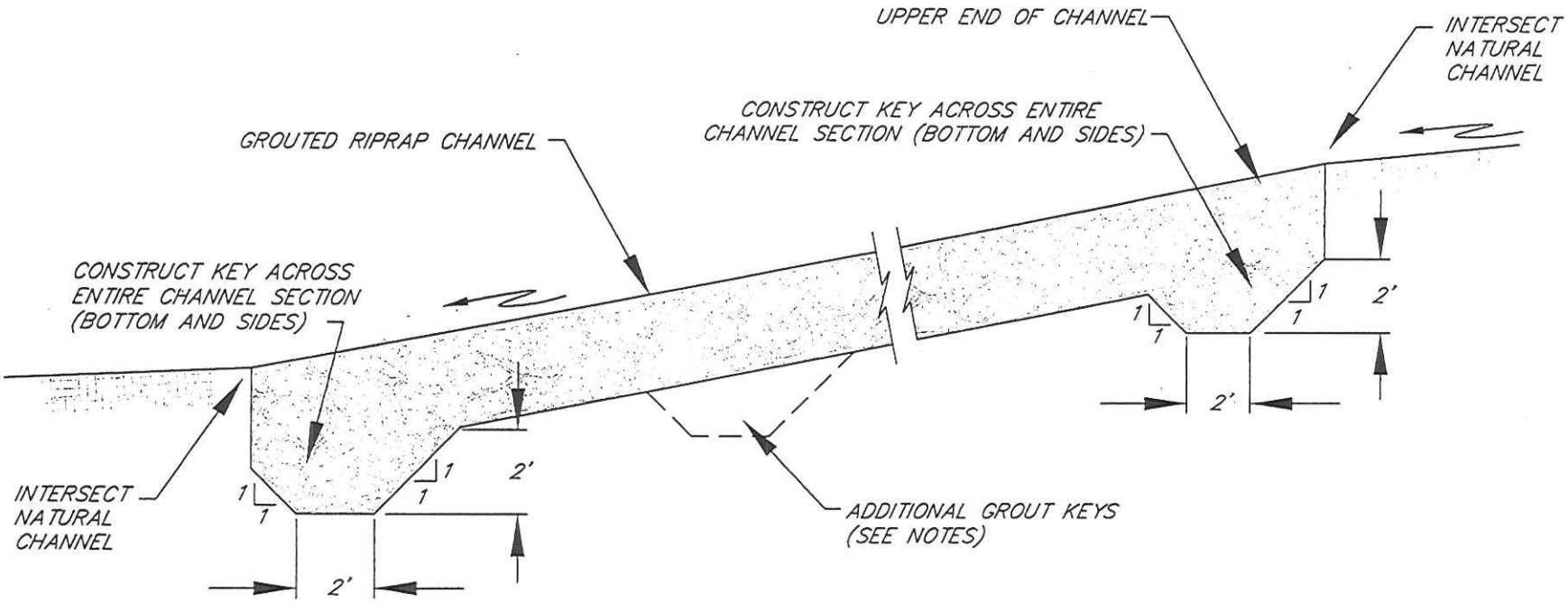
FENCING - PIPE GATE

DRAWING NO.: 27



NOTES:

1. GROUT KEYS REQUIRED IN THE FOLLOWING DITCHES:
   DITCHES #2, #3, #4, #5, #6, #8; CHANNELS #1 and #3
2. EXTEND GROUT KEY/ANCHOR LATERALLY FULL WIDTH OF DITCH, INCLUDING SIDES.
3. INSTALL GROUT KEYS/ANCHORS AT:
   a. BEGINNING AND END OF GROUTED DITCHES;
   b. INTERSECTION OF GROUTED AND UNGROUTED DITCHES;
   c. CHANGES IN GRADE; AND
   d. AT ADDITIONAL INTERVALS AS SHOWN ON THE PLAN.

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

BUYER	PAGE	REQ. or P.O. No.
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GROUT KEY DETAILS

DRAWING NO.: 28

Landmark Corporation
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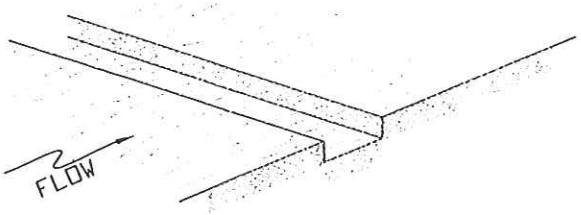
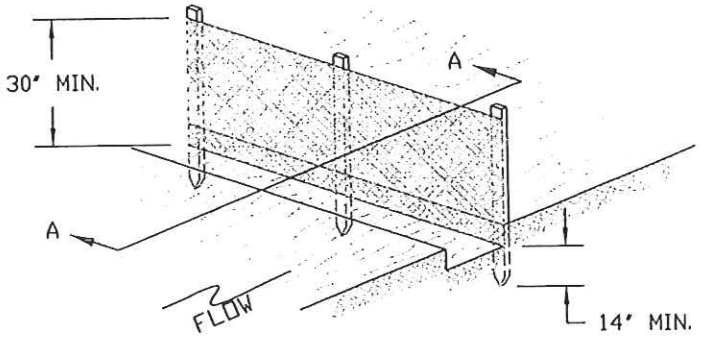
BUYER	PAGE	REQ. or P.O. No.
GN-23		DEP15737

SILT FENCE INSTALLATION

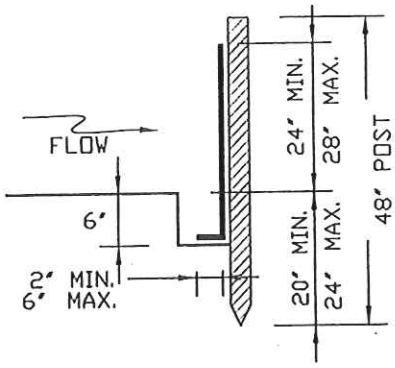


1. EXCAVATE 6" X 6" TRENCH

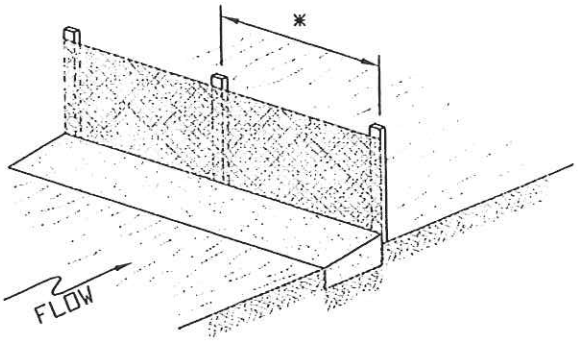


2. PLACE FENCE AT BACK EDGE OF TRENCH (FABRIC FACING DIRECTION OF FLOW)

3. DRIVE POST UNTIL FABRIC REACHES BOTTOM OF TRENCH

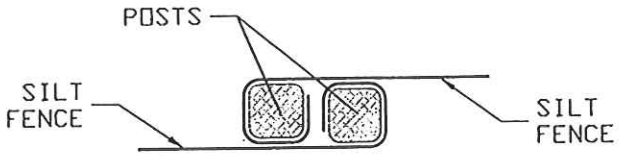


SECTION A-A



* SEE SPECIFICATIONS FOR REQUIRED POST SPACING.

4. FILL TRENCH WITH EMBANKMENT & TAMP



JOINING TWO SILT FENCE SECTIONS

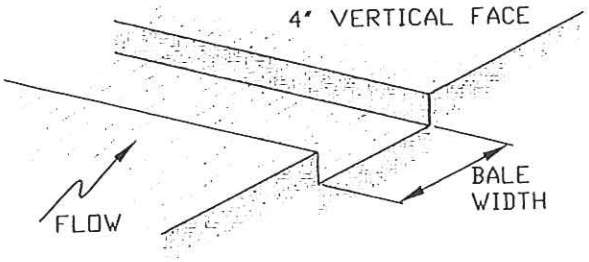
NOTE: WHEN MORE THAN ONE ROLL OF SILT FENCE IS USED, THE FENCE AT THE JUNCTION MUST BE PLACED SO THAT THE LAST POST OF THE FIRST RUN & THE FIRST POST OF THE SECOND RUN OVERLAP & ARE TIED TOGETHER.

DRAWING NO.:	29

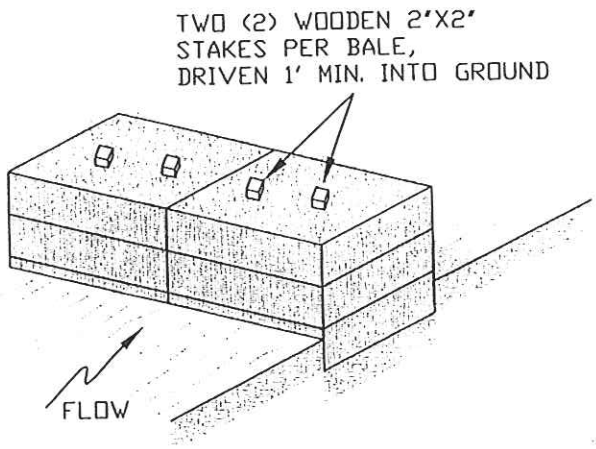
Landmark Corporation
Permit No. S-34-82

BUYER	PAGE	REQ. or P.O. No.
GN-23	1	DEP15737

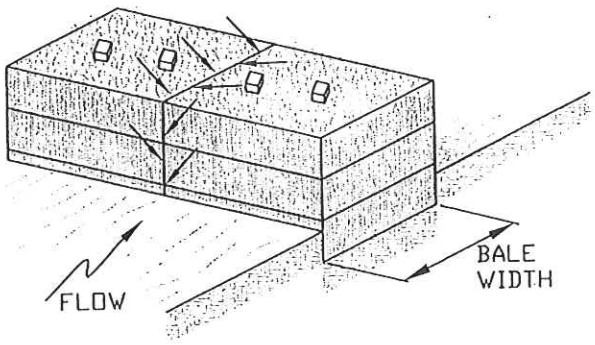
STRAW/HAY BALE DIKE



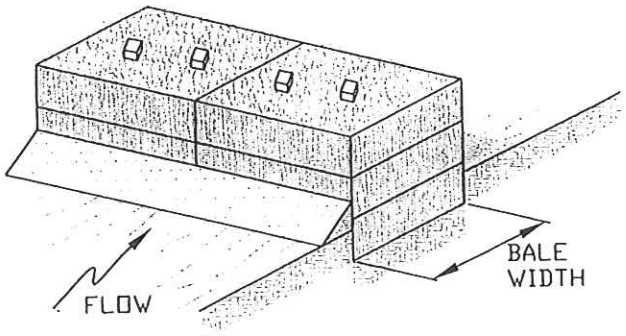
1. EXCAVATE THE TRENCH.



2. PLACE AND STAKE THE BALES.

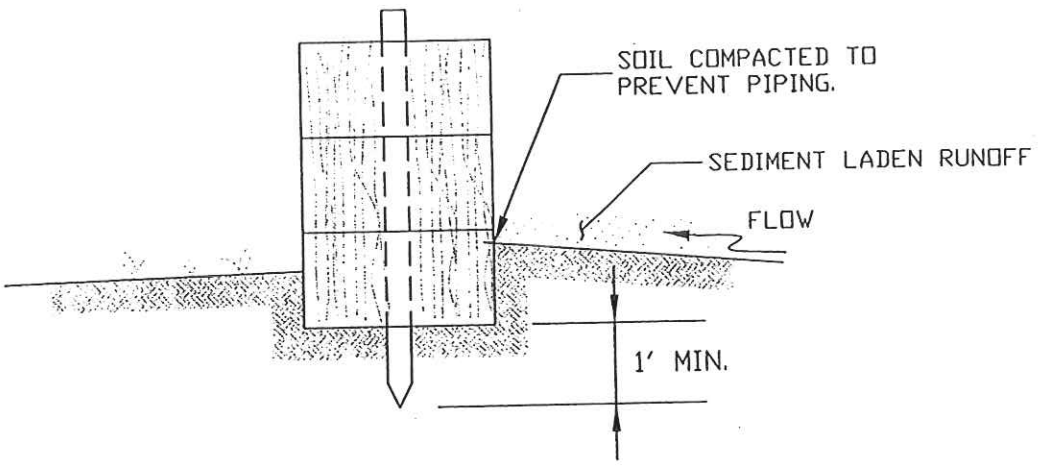


3. WEDGE LOOSE STRAW BETWEEN BALES.



4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

HAY OR STRAW BALE INSTALLATION SEQUENCE



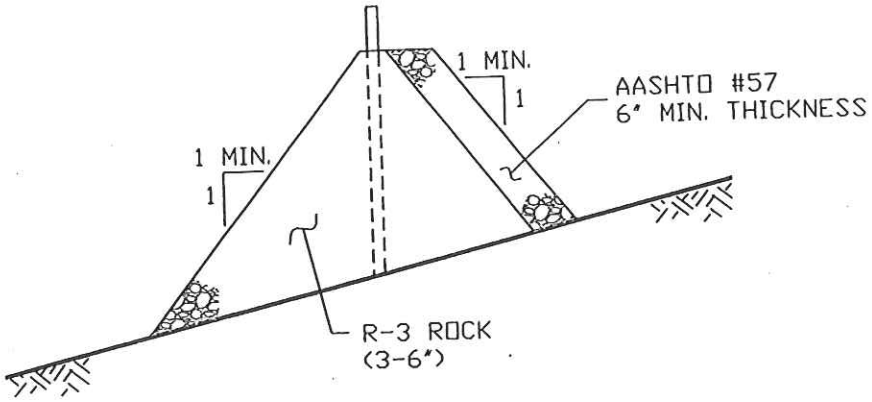
PROPERLY INSTALLED BALE

DRAWING NO.: 30

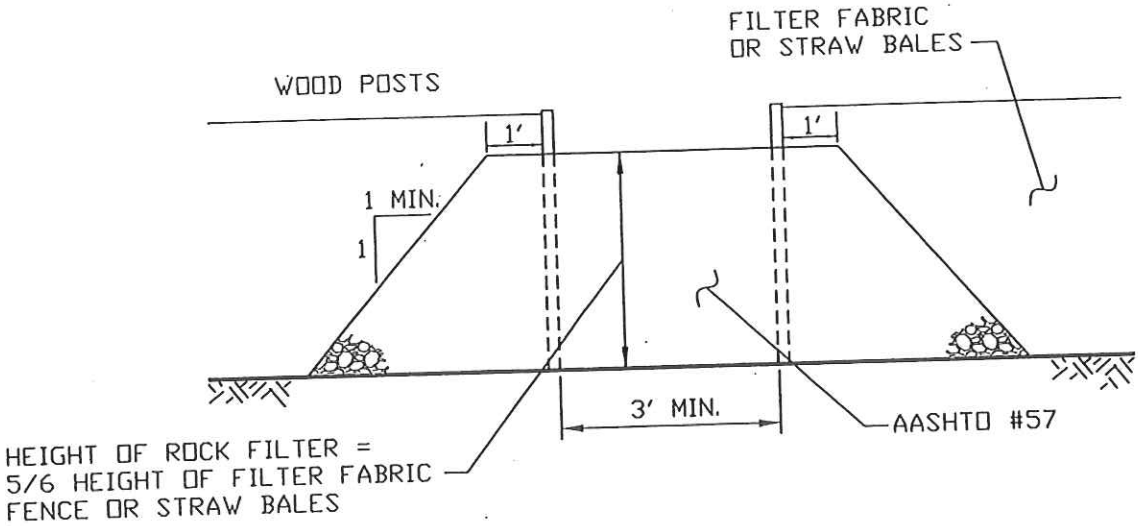
Landmark Corporation
Permit No. S-34-82

BUYER	PAGE	REQ. or P.O. NO.
GN-23		DEP15737

ROCK FILTER OUTLETS



OUTLET CROSS-SECTION



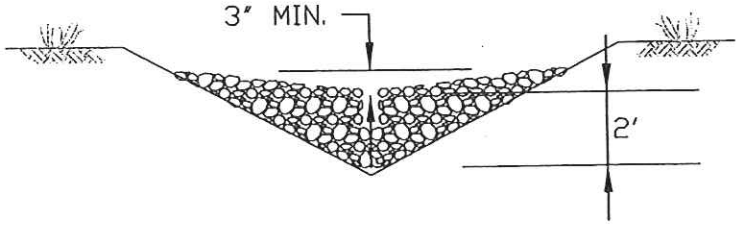
UP-SLOPE FACE

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

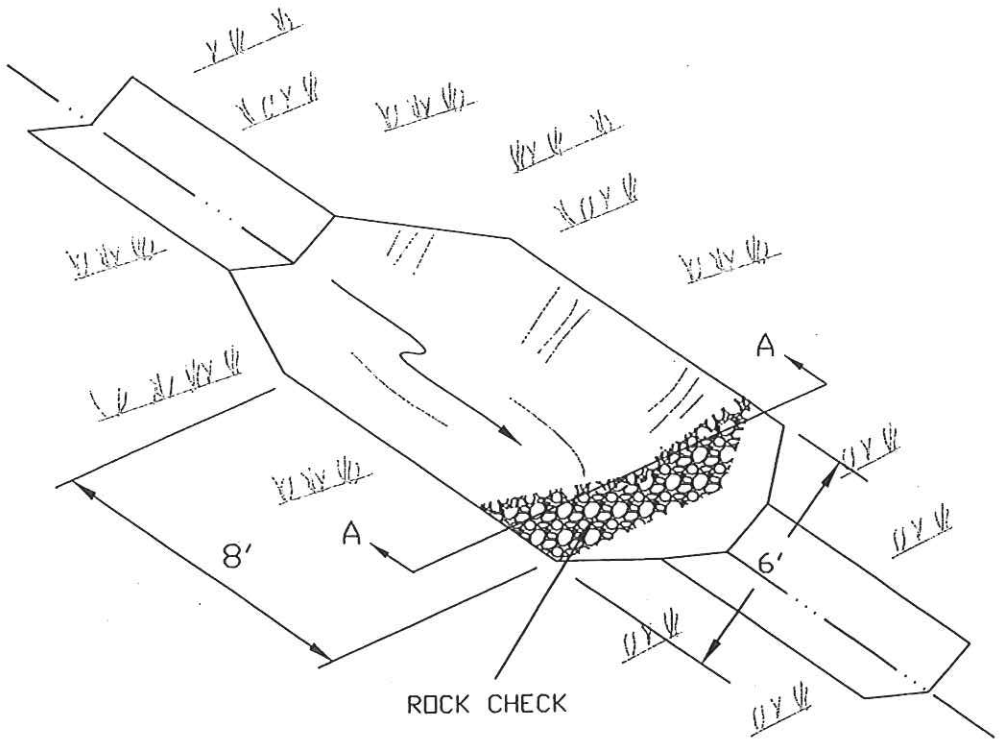
DRAWING NO.:	31

BUYER	PAGE	REQ. or P.O. NO.
GN-23	2	DEP15737

SEDIMENT CONTROL SUMP

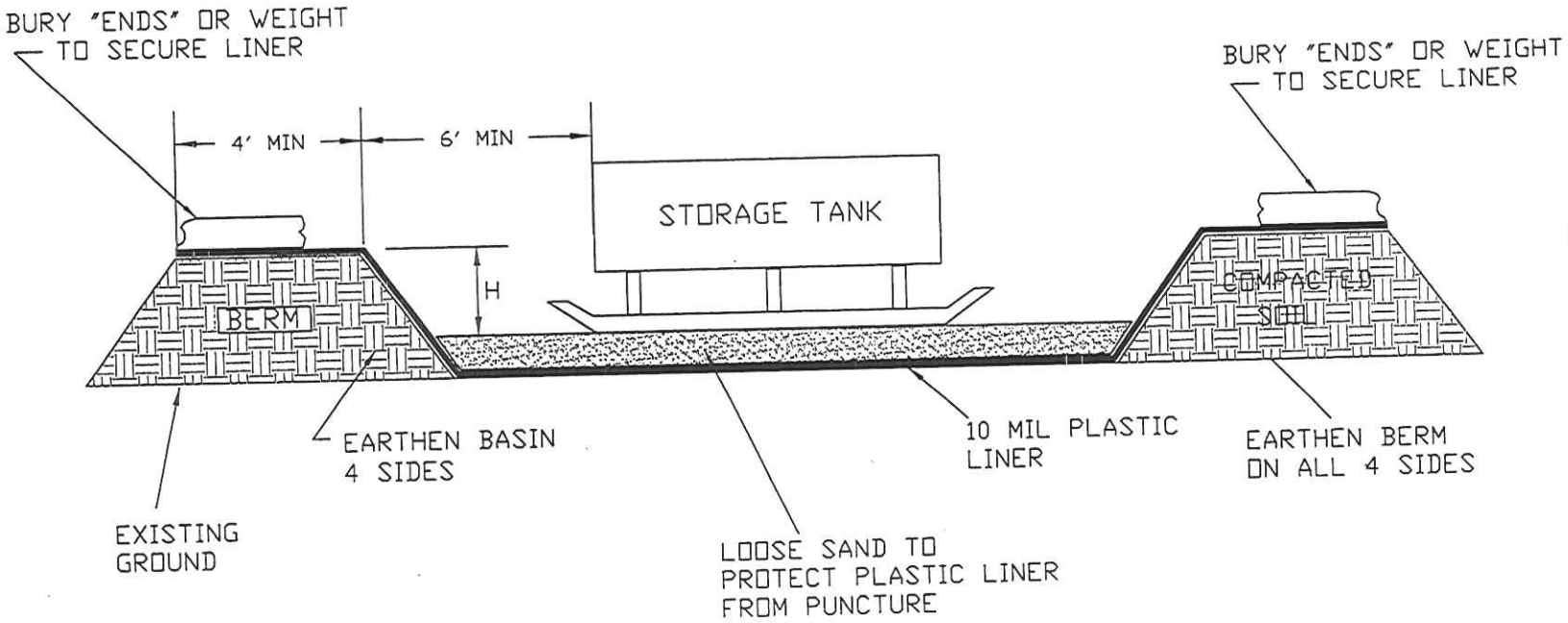


SECTION A-A



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

DRAWING NO.: 32



NOTES:

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

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

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

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

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SPILL CONTAINMENT

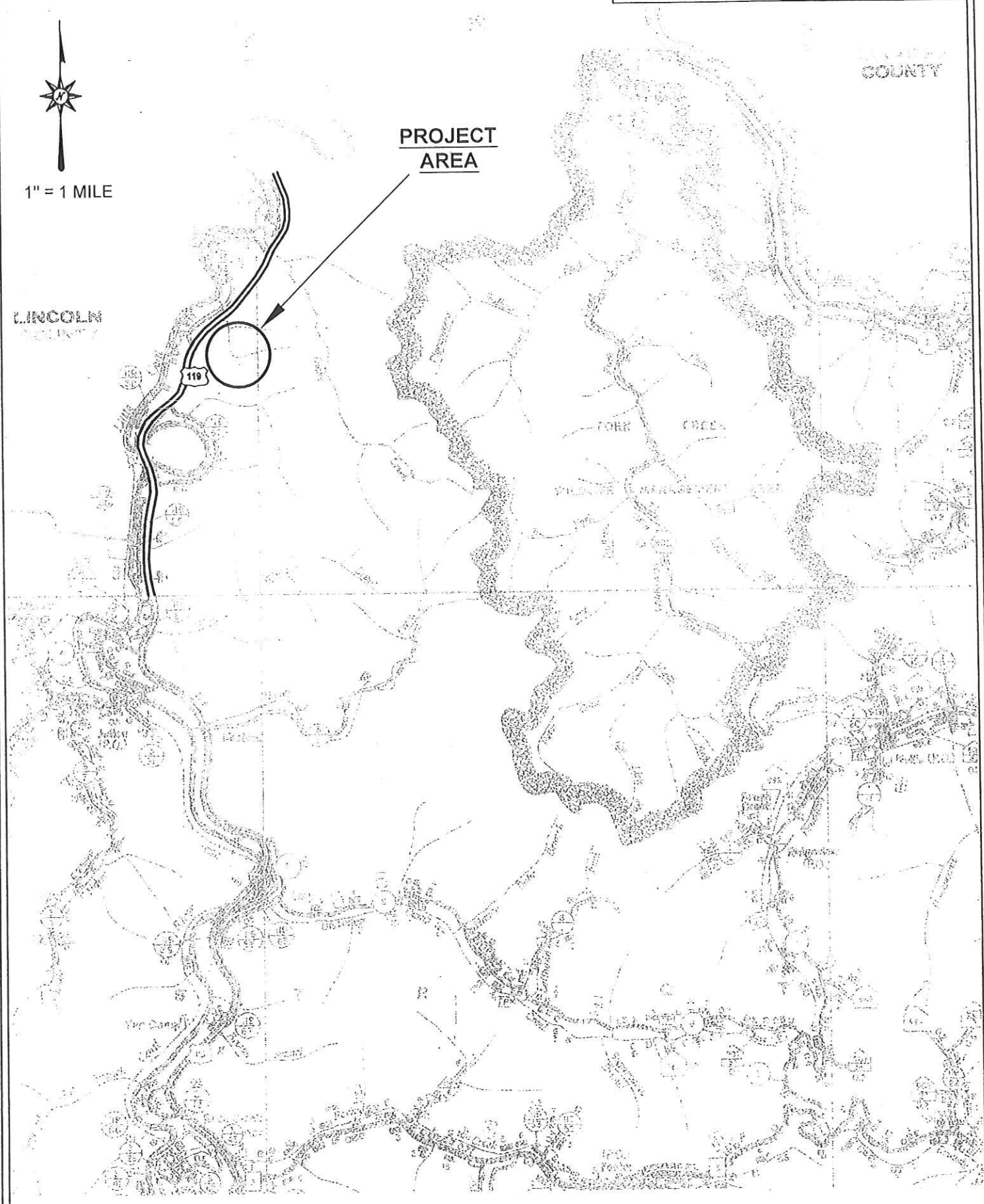
DRAWING NO.: 33

Landmark Corporation

Permit No. S-34-82

BUYER	PAGE	REQ. or P.O. No.
GN-23		DEP15737

PROJECT LOCATION MAP

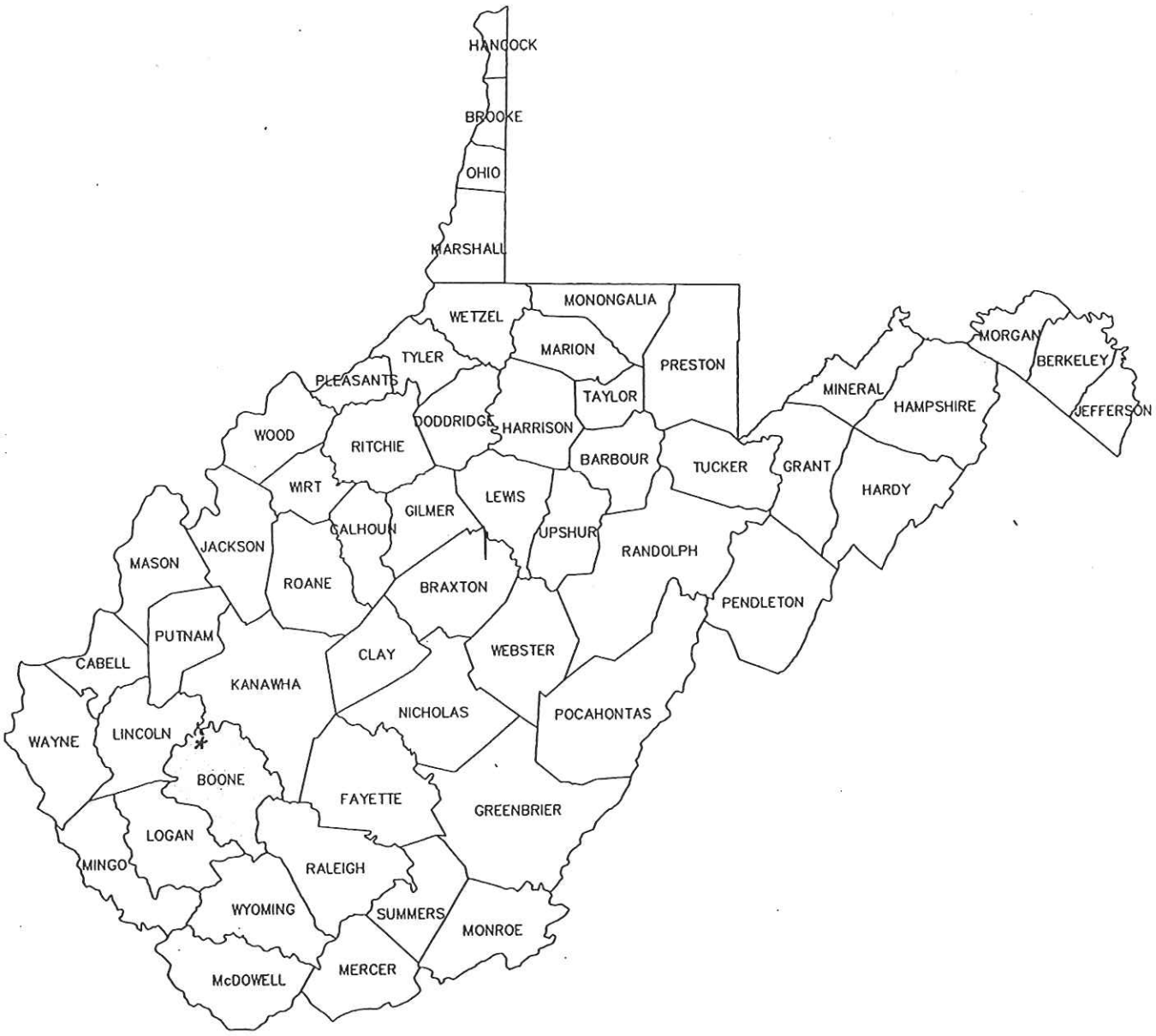


Landmark Corporation

Permit No. S-34-82

BUYER	PAGE	REQ. or P.O. No.
GN-23		DEP15737

DIRECTIONS TO SITE



Project is Located in Boone County, WV:

From Charleston in Kanawha County:
From the intersection of Rt. 119 and MacCorkle Ave. in Charleston, travel south on U.S. Route 119. Go approximately 17.4 miles to the Kanawha/Boone County line at Dick's Creek. Continue on Rt. 119 an additional 0.7 miles (Rt. 119 Mile Post 61.7), turn left on Running Right Way (formerly Massey Drive). Road will continue past ANR office building to mine site.

NOTE: Since access to the mine site is currently blocked by ANR security fence, contact will need to be made with ANR personnel at the gate in order to pass through ANR property to the mine site.

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SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Landmark Corporation, Permit S-34-82, 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 upgraded in accordance with Bid Item #1.0. If, fuel and lubricants are to be stored on site, Bid Item #2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with the mobilization cost. No work shall be authorized or allowed at the site until the sign is constructed and erected on site and approved by DEP.

2. Storm water management in the form as described in Bid Item #5.0, accompanying specifications and as shown on the plans shall be installed.

3. Concurrent and continuous reclamation shall be in effect for all areas. Backfilling and regrading is required for all areas. Revegetation and soil improvement is required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.

4. Construction stakeout as necessary to carry out work. (not a separate bid item)

5. Primary access to the site will utilize the existing road off of US 119 (0.2 miles south of access to ANR office building). This road will be maintained in its current condition throughout the life of project and will be maintained / repaired as necessary to facilitate the work, per Bid Item #3.0. The main access road shall be restored at a minimum to its current condition at final project completion. All other existing access roads utilized for this project will be graded and maintained throughout the life of the contract. The roads will be inspected by the onsite DEP representative at the appropriate time and this item will be included and paid for in the last invoice submitted.

6. Remove section of existing guardrail and install fencing and gate at main access off US Rt. 119 to provide limited access and security to the facilities (Bid Items #4.0 and #4.1). Fencing and gate will connect between the existing Rt. 119 R/W fencing. See the attached plans and specifications for fence and gate design.

7. Eliminate approximately two hundred linear feet (200 LF) of sediment ditch 'A', per Bid Item #7.0.

8. Clean existing pond number one (#1) to a minimum depth of five (5) feet, per Bid Item #8.0. A culvert will also be installed in the outer embankment to discharge water beneath V-ditch one (#1) and into V-ditch number three (#3). Pond will receive flow from surface runoff and the proposed under drain. The cost of the pond cleaning and sediment removal/disposal and culvert installation will be inclusive to the cost of Pond #1 cleaning.

9. Install approximately twelve hundred linear feet (1200 LF) of under drain in existing sediment ditch 'B' on western side of permit per Bid Item #9.0, including sediment ditch 'B' elimination. Two under drain discharge points will be installed at locations as directed by on site DEP personnel. The final section of under drain will

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discharge into Pond number one (#1). The cost of under drain installation and sediment ditch B elimination, per the attached plan and specifications, will be inclusive to the cost of under drain installation.

10. Eliminate approximately eleven hundred linear feet (1100 LF) of existing bench along the area between the beginning of sediment ditch 'B' and trapezoidal ditch #6 (beginning of 'hill-climb access road) per Bid Item #10.0.

11. Construct approximately four hundred linear feet (400 LF) of V-ditch number one (#1) to receive surface runoff from western end of permit area, per Bid Item #11.1. Ditch will flow to V-ditch number two (#2).

12. Construct approximately five hundred linear feet (500 LF) of V-ditch number two (#2) per Bid Item #11.2. V-ditch number two (#2) will receive surface runoff from western end of permit area and from V-ditch number one (#1) and will discharge into existing access road ditch.

13. Construct approximately one hundred linear feet (100 LF) of V-ditch number three (#3) per Bid Item #11.3. V-ditch number three (#3) will receive water from the decant pipe of pond number one (#1) and will discharge into alkalinity cell number one (#1).

14. Construct alkalinity cell number one (#1) and spillway, in the hollow, below pond number one (#1) per Bid Item #13.0.

15. Construct pond number two (#2) with spillway below alkalinity cell number one (#1) per Bid Item #14.0. Pond number two (#2) will also receive water from Channel number one (#1) and discharge to existing access road culvert.

16. Construct approximately two hundred sixty linear feet (260 LF) of V-ditch number five (#5) per Bid Item #11.5. Ditch will receive water from first proposed eighteen-inch (18") under drain discharge pipe and empty into alkalinity cell number five (#5).

17. Construct alkalinity cell number four (#4) and spillway at the location specified in the typical drawings per Bid Item #13.0.

18. Construct alkalinity cell number five (#5) and spillway at the location specified in the typical drawings per Bid Item #13.0.

19. Construct approximately three hundred twenty linear feet (320 LF) of V-ditch number four (#4) per Bid Item #11.4. Ditch will receive water from second eighteen-inch (18") under drain discharge pipe and empty into alkalinity cell number three (#3).

20. Construct alkalinity cell number three (#3) and spillway at the location specified in the typical drawings per Bid Item #13.0.

21. Construct alkalinity cell number two (#2) and spillway at the location specified in the typical drawings per Bid Item #13.0.

22. Construct approximately four hundred linear feet (400 LF) of channel number one (#1) per Bid Item

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#12.1. Channel will receive water from alkalinity cells numbers two (#2), three (#3), four (#4) and five (#5) and discharge into pond number two (#2).

23. Eliminate the existing disturbed 'hill-climb' area, per Bid Item #15.0. This area shall be graded to match the surrounding terrain, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area. Materials currently washed into the existing fresh water diversion (proposed Channel #2) will be restored back onto this eroded hillside.

24. Eliminate approximately nine hundred fifty linear feet (950 LF) of 'hill-climb' access road, per Bid Item #16.0.

25. Construct two hundred linear feet (200 LF) of trapezoidal ditch number six (#6) to drain hollow on south end of permit, per Bid Item #11.6. Ditch will receive storm water from hollow and from a small seep at the left side of hollow looking upstream. Ditch will flow to the existing fresh water bypass channel (Channel #2).

26. Install approximately two hundred linear feet (200 LF) of under drain in existing sediment ditch 'C' on south end of permit per Bid Item #17.0, including sediment ditch 'C' elimination. The under drain will discharge into trapezoidal ditch number six (#6). The cost of under drain installation and sediment ditch C elimination, per the attached plan and specifications, will be inclusive to the cost of under drain installation.

27. Clean and line approximately twelve hundred fifty linear feet (1250 LF) of existing fresh water diversion (Channel #2) with three inch thickness (3") of one and one half inch (1 ½") limestone crusher run gravel per Bid Item #12.2.

28. Regrade to sheet flow approximately one thousand linear feet (1000 LF) of road at the eastern side of the permit per Bid Item #18.0.

29. Eliminate approximately three hundred twenty linear feet (320 LF) of existing sediment ditch 'D' on the eastern side of the permit, per Bid Item #19.0.

30. Construct approximately six hundred eighty linear feet (680 LF) of channel number three (#3) per Bid Item #12.3. Channel number three (#3) will receive water from an existing ditch and will empty into the existing fresh water diversion.

31. Construct approximately eight hundred linear feet (800 LF) of V-ditch number seven (#7) per Bid Item #11.7, to discharge into the existing rock core. The V-ditch will be constructed simultaneously with regrading an existing road.

32. Clean and line approximately four hundred twenty linear feet (420 LF) of existing sediment ditch 'E' per Bid Item #20.1. Also, install dike with open spillway at outlet. Ditch will discharge into V-ditch number eight (#8).

33. Clean and line approximately three hundred fifty linear feet (350 LF) of existing sediment ditch 'F' per Bid Item #20.2. Also, remove existing pipe from dike at discharge and rebuild dike to include open spillway. Ditch will discharge into V-ditch number eight (#8).

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34. Clean out and dispose all sediment, debris, old liner and discharge pipe from both cells of existing Sediment Ditch 'G', per Bid Item #20.3. Cell #1 will also have dike rebuilt with open spillway discharging into Cell #2. Existing discharge pipe from Cell #2 beneath road will be replaced.

35. Construct approximately four hundred twenty linear feet (420 LF) of V-ditch number eight (#8) per Bid Item #11.8. Ditch will receive water from reworked sediment ditches 'E' and 'F' and discharge into Cell #1 of existing sediment ditch 'G'.

36. Install approximately nine hundred fifty linear feet (950 LF) of fencing and gates around the site to provide limited access and security to the facilities (Bid Item #21.0). See the attached plans and / or specifications.

37. Construct approximately eight hundred fifty linear feet (850 LF) of new access road beginning from an existing bench access road to the five alkalinity cells at the south east area of the permit. Access road location and construction details will be as shown in the attached plans and/or specifications. Access road construction and all materials will be per Bid Item #22.0.

38. Clearing and grubbing of all vegetative cover (trees, shrubs, bushes etc.) within the project work areas shall be inclusive to completion of each individual work item. (not a separate bid item).

39. Concurrent regrading and topsoiling shall be performed inclusive to completion of each individual work item. (not a separate bid item).

40. Revegetate approximately fifteen (15.0) acres, per Bid Item #23.0, according to the attached plans and / or specifications, using the standard seed and fertilizer mixture.

41. Remove all junk and debris from the project area and dispose of in an approved manner. Items may include old tires, scrap metal, wood, concrete (concrete free of steel or other metal may be utilized in backfill areas), wire, abandoned utility poles/wires and other trash items. Documentation of approved disposal will be required with invoicing (Bid Item #24.0).

42. 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, per Bid Item #6.0. 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 under this contract.

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CERTIFICATION

Landmark Corporation
PERMIT S-34-82

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

Stephen R. Nestor
Registered Professional Engineer WV No. 10227

SEAL

Date: 1/10/12

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

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		BID SCHEDULE **PERMIT NAME: Landmark Corp.** **PERMIT NUMBER(S): S-34-82**		
	The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.			
1.0	LUMP SUM	**MOBILIZATION/DEMOBILIZATION/PROJECT SIGN** (5% Total Bid Maximum for this permit)	LUMP SUM	$ _____
2.0	LUMP SUM	**SPILL CONTAINMENT AREA (S.C.A.)** ($1,000.00 Maximum Bid for this permit)	LUMP SUM	$ _____
3.0	LUMP SUM	**MAIN ACCESS ROAD** (5% Total Bid Maximum for this permit)	LUMP SUM	$ _____
4.0	100 LF	**MAIN ACCESS ROAD FENCING**	$ _____ PER LF	$ _____
4.1	1 EA	**MAIN ACCESS ROAD GATE AND GUARDRAIL**	$ _____ PER EA	$ _____
5.0	3,500 LF	**STORMWATER MANAGEMENT** (Max. bid of $5.00/LF of silt fence/hay bale material used on site)	$ _____ PER LF	$ _____
6.0	NO BID ITEM	**UTILITIES**	NO BID ITEM	
7.0	200 LF	**ELIMINATE SEDIMENT DITCH 'A'**	$ _____ PER LF	$ _____
8.0	1 EA	**POND #1 CLEANING & CULVERT INSTALLATION**	$ _____ PER EA	$ _____
9.0	1200 LF	**INSTALL SANDSTONE UNDERDRAIN, ELIMINATE SEDIMENT DITCH 'B'**	$ _____ PER LF	$ _____
10.0	1100 LF	**ELIMINATE EXISTING BENCH**	$ _____ PER LF	$ _____
11.0		**DITCHES (GROUTED LIMESTONE RIP-RAP)**		
11.1	400 LF	**CONSTRUCT V-DITCH #1**	$ _____ PER LF	$ _____
11.2	500 LF	**CONSTRUCT V-DITCH #2**	$ _____ PER LF	$ _____

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
11.3	100 LF	CONSTRUCT V-DITCH #3	$ PER LF	$
11.4	320 LF	CONSTRUCT V-DITCH #4	$ PER LF	$
11.5	260 LF	CONSTRUCT V-DITCH #5	$ PER LF	$
11.6	200 LF	CONSTRUCT TRAPEZOIDAL DITCH #6	$ PER LF	$
11.7	800 LF	CONSTRUCT V-DITCH #7	$ PER LF	$
11.8	420 LF	CONSTRUCT V-DITCH #8	$ PER LF	$
12.0		CHANNELS		
12.1	400 LF	CONSTRUCT GROUTED LIMESTONE RIP-RAP CHANNEL #1	$ PER LF	$
12.2	1250 LF	CLEAN AND LINE EXISTING CHANNEL #2 WITH LIMESTONE	$ PER LF	$
12.3	680 LF	CONSTRUCT GROUTED LIMESTONE RIP-RAP CHANNEL #3	$ PER LF	$
13.0	5 EA	CONSTRUCT ALKALINITY CELLS #1, #2, #3, #4, #5	$ PER EA	$
14.0	1 EA	POND #2 CONSTRUCTION	$ PER EA	$
15.0	LUMP SUM	BACK FILL AND REGRADE 'HILL CLIMB' AREA	LUMP SUM	$
16.0	950 LF	ELIMINATE 'HILL-CLIMB' ACCESS ROAD	$ PER LF	$
17.0	200 LF	INSTALL SANDSTONE UNDERDRAIN, ELIMINATE SEDIMENT DITCH 'C'	$ PER LF	$
18.0	1000 LF	ELIMINATE BENCH ACCESS ROAD, EAST SIDE	$ PER LF	$

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19.0	320 LF	**ELIMINATE SEDIMENT DITCH 'D'**	$ _____ PER LF	$ _____
20.0		**SEDIMENT DITCH RECONSTRUCTION**		
20.1	420 LF	**CLEAN AND RE-LINE EXISTING SEDIMENT DITCH 'E' WITH CLAY & LIMESTONE, RECONSTRUCT DIKE**	$ _____ PER LF	$ _____
20.2	350 LF	**CLEAN AND RE-LINE EXISTING SEDIMENT DITCH 'F' WITH CLAY & LIMESTONE, RECONSTRUCT DIKE**	$ _____ PER LF	$ _____
20.3	1 EA	**CLEAN AND RE-LINE EXISTING SEDIMENT DITCH 'G' W/LINER, RECONSTRUCT DIKE, REPLACE CULVERT**	$ _____ PER EA	$ _____
21.0	950 LF	**INTERNAL SITE FENCING**	$ _____ PER LF	$ _____
22.0	850 LF	**CONSTRUCT NEW ACCESS ROAD**	$ _____ PER LF	$ _____
23.0		**REVEGETATION**		
23.1	15.0 AC	**AGRICULTURAL LIME**	$ _____ PER AC	$ _____
23.2	15.0 AC	**FERTILIZER**	$ _____ PER AC	$ _____
23.3	15.0 AC	**MULCH**	$ _____ PER AC	$ _____
23.4	15.0 AC	**VEGETATIVE SPECIES**	$ _____ PER AC	$ _____
24.0	LUMP SUM	**STRUCTURE AND DEBRIS REMOVAL**	LUMP SUM	$ _____
25.0	2500 TN	**INCIDENTAL STONE**	$ _____ PER TN	$ _____
		TOTAL PERMIT		$ _____

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BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION / DEMOBILIZATION / PROJECT SIGN

PROJECT SIGN

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

MOBILIZATION

This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site, including the construction of all temporary access roads, necessary to begin work on a substantial phase of the Contract. The location of Contractor's office and operational areas shall be approved by Department of Environmental Protection (WVDEP).

This item shall also include the proper layout of the work by the Contractor, including furnishing, placing, and maintaining construction layout stakes necessary for the proper performance of the work under this contract, including borrow areas.

DEMOBILIZATION

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

PAYMENT

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

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

Spill containment measures shall be used for fuel and lubricant storage areas. All containers, barrels, buckets, cans, etc., are to be legally disposed of off-site. 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 MAIN ACCESS ROAD

Primary access to the site will utilize the existing road off of US 119 (0.2 miles south of access to ANR office building). The Contractor shall maintain the main access road during the reclamation process to provide all-weather access on a well-drained and stable surface. The access road on the reclamation site shall be graded, sloped, surfaced and maintained to drain to provide a stable road surface free of excessive mud and standing waters at all times while work is in progress. Dust control measures may be necessary if hauling creates airborne material. Snow and ice removal is to be included in this item.

The lump sum bid for this item shall not exceed five percent (5%) of the total bid for this permit. No deduction shall be made nor shall any increase be made in the lump sum item amount, regardless of decreases or increases in the final total Contract amount or any other reason.

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

4.0 MAIN ACCESS ROAD FENCING

Furnish and install all materials for a fence system to provide access control and security to the project site, 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. Exact location of fencing and gate(s) are to be determined by the WVDEP on-site representative.

Specifications for all materials and installation procedures are the same as those listed under Item #21.0 "Internal Site Fencing", except as modified below.

Fencing shall be installed to reconnect the existing Rt. 119 R/W fencing located on either side of the main access road at the proposed gate location. New fence posts shall be placed adjacent to the existing old post location with new fencing connected to the new post only. Fencing shall then be run from the new end posts to the proposed gate post locations.

Method of measurement for this item shall be per liner foot of fence in conformance with the drawings, specifications and accepted by the DEP onsite representative or Engineer. All fencing, posts and installation will be inclusive to this bid item. Payment shall be made at the completion of installation and acceptance by the DEP.

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4.1 MAIN ACCESS ROAD GATE AND GUARDRAIL

The existing guardrail blocking the main access from RT. 119 shall be removed to a minimum width of twenty feet (20') plus additional width to the next nearest existing post.

Gate shall be located across the access road a distance of approximately one hundred feet (100') from the removed guardrail section, connecting the ends of the proposed fencing. The gate shall be two (2) nine feet (9') wide, **two (2) inch diameter heavy-duty pipe gates or equivalent** (see drawing titled 'Fencing – Pipe Gate'). The wooden fence posts shall not be used as gate posts. Gate posts, as shown on the gate drawing, shall be installed as separate 'stand-alone' supports. Provide a lockable latch, which includes protection for the lock, at the center intersection of the gates.

All work required to properly install gate and remove guardrail will be inclusive to this bid item. Payment shall be made at the completion of all installation and removal work and acceptance by the DEP.

5.0 STORMWATER MANAGEMENT - SILT FENCE AND HAYBALE DIKE

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

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 3,000 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

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released quickly. Silt fence shall not be installed in streams or swales or in any area where there is a reasonable chance of concentrated flow. In areas where concentrated flows can be expected, use haybale dike with the construction of sumps. **The bottom edge of silt fence shall be entrenched and backfilled.**

3. The silt fence should be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter cloth should be spliced together only at a supporting post, with a minimum six (6) inch overlap and securely sealed. See Silt Fence Details and installation requirements. Payment for silt fence will be per linear foot installed. Cost of the silt fence shall include the removal from the project upon stabilization and permanent vegetation being established.

4. Rock filtered outlets are to be placed in the silt fencing as needed to control areas exhibiting concentrated flows to prevent breaching of the fence. Outlets are to be placed at locations per direction of the DEP on-site representative. See attached detail 'Rock Filter Outlets'.

5. Hay bales shall be utilized on internal areas, as a supplement to silt fencing, to control areas where excess runoff may create excessive erosion and instability, per the direction of the DEP on-site representative. For slope stability, place bales on the contour; at the top of cuts; and at the toe of slopes. Bales shall be placed in a row with ends tightly abutting the adjacent bales.

6. Bales shall be securely anchored in place by stakes driven through the bales. NO REBAR shall be used to anchor bales. Stakes shall be removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. The first stake in each bale shall be driven toward the adjacent previously laid bale to force the bales together. See attached drawing for additional details.

7. Construction of sediment control sumps before culvert inlets and/or rock check dams in ditch lines (see attached drawing) may become necessary to supplement the silt fence and hay bale dikes. These items shall be installed as shown on the attached plans and at other determined locations upon request of the WVDEP designated onsite representative. Sumps and rock check dams shall be incidental to this bid item.

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**

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the removal of all such materials from the project upon stabilization and permanent vegetation being established, per direction of the DEP on-site representative.

6.0 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.

7.0 ELIMINATE SEDIMENT DITCH 'A'

Standing water in sumps and ditches will be tested for water quality compliance before being discharged or pumped from the structure. No breaching of a filled sump or ditch to release water all at once will be allowed without first consulting the WVDEP representative on site. All materials in the structures which are saturated or liquefied will be excavated and allowed to dry before being used to reclaim the structure during elimination. Material used to reclaim the structures will be compacted in two feet (2') lifts to reduce settling.

Reclaimed structures shall be graded to match the surrounding terrain. Any discharge pipes shall be removed and disposed per the Structure and Debris Removal item. The outer embankment will be pulled in and the area regraded to fill the void left by the structure, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area.

The best available material to support vegetation, as identified by the WVDEP on-site representative, shall be distributed on the surface of the regraded areas in a smooth, uniform manner. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

8.0 POND #1 CLEANING AND CULVERT INSTALLATION

The existing pond will be cleaned to existing length, width and deepest depth. All vegetative materials including (but not limited to) cattails, trees, tree stumps and root balls will be removed by excavation. Sidewalls of the finished pond will be no steeper than 2H:1V. Pond cleanings shall be stockpiled, dried and disposed as directed by the onsite DEP representative. The pond embankment will **not** be disturbed. Damage or leakage to the embankment will be repaired at the Contractor's expense.

The pond must be demonstrated to the onsite DEP representative to be capable of containing water and discharging prior to invoicing and payment. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work. Pond clean out, spillway repair and material disposal will be one bid item.

An eighteen inch (18") corrugated ABS Sur Lok pipe will be installed through the outer embankment, replacing and at the same elevation as the existing pipe, to discharge water into limestone V-ditch number three

(#3).

9.0 INSTALL SANDSTONE UNDERDRAIN, ELIMINATE SEDIMENT DITCH 'B'

UNDERDRAIN INSTALLATION

Provide all materials, excavate and install approximately twelve hundred linear feet (1200'LF) of four foot by four foot (4' x 4') sandstone underdrain in existing sediment ditch 'B' on western side of permit. Construct underdrain as indicated on the attached typical plans and cross-section and/or discussions at the pre-bid showing. Underdrain must be completely installed and approved prior to payment. Payment for underdrain is for complete excavation and pipe, stone and filter fabric installation and verified by DEP with photo.

Two under drain discharge points will be installed as directed by on site DEP personnel using twelve-inch (12") corrugated Hancor Sur Lok pipes. The final section of under drain will discharge into cleaned pond number one (#1). Under drain will be covered with available material and the cover will be graded to match surrounding terrain and to sheet flow surface runoff.

PIPE

Underdrain piping will be perforated twelve-inch (12") corrugated ABS (formerly Hancor) Sur Lok pipe, or approved equivalent.

SEPARATION FABRIC

The sides of the ditch will be lined with a non-woven fabric (Typar 3401 or equivalent) and wrapped 360° with a final minimum 1 foot overlapping. Fabric shall be installed per manufacturer's specifications. The separation fabric for subsurface drainage shall be the nonwoven type meeting the following requirements:

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

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

STONE

Stone for the underdrain shall be placed, not dumped, to prevent tearing or displacement of the fabric materials. Stone for the underdrain shall be non-calcareous sandstone with a size of 3" to 6" in diameter.

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 test (ASTM C 88/AASHTO T 104-77).

SEDIMENT DITCH 'B" ELIMINATION

Standing water in sumps and ditches will be tested for water quality compliance before being discharged or pumped from the structure. No breaching of a filled sump or ditch to release water all at once will be allowed without first consulting the WVDEP representative on site. All materials in the structures which are saturated or liquefied will be excavated and allowed to dry before being used to reclaim the structure during elimination. Material used to reclaim the structures will be compacted in two feet (2') lifts to reduce settling.

Reclaimed structures shall be graded to match the surrounding terrain. The outer embankment will be pulled in and the area regraded to fill the void left by the structure, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area.

The best available material to support vegetation, as identified by the WVDEP on-site representative, shall be distributed on the surface of the regraded areas in a smooth, uniform manner. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

10.0 ELIMINATE EXISTING BENCH

Eliminate (regrade) the existing bench along the area between the beginning of sediment ditch 'B' and trapezoidal ditch #6 (beginning of 'hill-climb access road).

Standing water in sumps and ditches will be tested for water quality compliance before being discharged or pumped from the structure. No breaching of a filled sump or ditch to release water all at once will be allowed without first consulting the WVDEP representative on site. All materials in the structures which are saturated or liquefied will be excavated and allowed to dry before being used to reclaim the structure during elimination. Material used to reclaim the structures will be compacted in two feet (2') lifts to reduce settling.

Reclaimed structures shall be graded to match the surrounding terrain. The outer embankment will be pulled in and the area regraded to fill the void left by the structure, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area.

The best available material to support vegetation, as identified by the WVDEP on-site representative, shall be distributed on the surface of the regraded areas in a smooth, uniform manner. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

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11.0 DITCHES (GROUTED LIMESTONE RIP-RAP)

11.1 – 11.8 CONSTRUCT DITCHES #1, #2, #3, #4, #5, #6, #7, #8

Provide all materials, excavate and construct ditches as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. Perform, to the extent practicable, all work during low flow conditions. Ditches shall be free draining upon completion of construction. Length of ditches may be adjusted to meet on site conditions upon approval of the WV DEP agent onsite. Additional riprap may be used to reinforce the outer radius of curves and in similar high velocity locations.

Rip-rap shall be a well-graded mixture of durable **limestone** rock placed in a 1.5 foot thick blanket. The mixture ranges 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. In-place rammed or hammered rock shall be acceptable.

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 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.

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

12.0 CHANNELS

12.1 CONSTRUCT GROUTED LIMESTONE RIP-RAP CHANNEL #1

Provide all materials, excavate and construct channel as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. Perform, to the extent practicable, all work during low flow conditions. Channel shall be free draining upon completion of construction. Length of channel may be adjusted to meet on site conditions upon approval of the WV DEP agent onsite. Additional riprap may be used to reinforce the outer radius of curves and in similar high velocity locations.

Rip-rap shall be a well-graded mixture of durable **limestone** rock placed in a 1.5 foot thick blanket. The mixture ranges 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. In-place rammed or hammered rock shall be acceptable.

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 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.

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

12.2 CLEAN AND LINE EXISTING CHANNEL #2 WITH LIMESTONE

The existing fresh water diversion channel was previously installed and rip-rapped. This work includes cleaning out the channel of all vegetative, sediment, backfill and culvert materials, reshaping the channel where required to achieve the original design dimension and adding additional limestone rip-rap where required to provide a total of eighteen-inches (18") of final thickness. Also, an additional layer of three-inches (3") of one and one-half inch (1-½") limestone crusher run shall be added to 'choke-off' the riprap to the top of the ditch.

Rip-rap shall be a well-graded mixture of durable limestone rock placed in a 1.5 foot thick blanket. The mixture ranges in size from 3-inches minimum to 15-inches maximum diameter. The mixture shall have a d_{50} of 9 inches with no more than 10% of weight less than 3 inches. Fifty percent (50%) of the mixture by weight shall be larger than the d_{50} size. In-place rammed or hammered rock shall be acceptable.

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 test (ASTM C 88/AASHTO T 104-77).

12.3 CONSTRUCT GROUTED LIMESTONE RIP-RAP CHANNEL #3

Provide all materials, excavate and construct channel as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. Perform, to the extent practicable, all work during low flow conditions. Channel shall be free draining upon completion of construction. Length of channel may be adjusted to meet on site conditions upon approval of the WV DEP agent onsite. Additional riprap may be used to reinforce the outer radius of curves and in similar high velocity locations.

Rip-rap shall be a well-graded mixture of durable **limestone** rock placed in a 1.5 foot thick blanket. The mixture ranges 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. In-place rammed or hammered rock shall be acceptable.

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 test (ASTM C 88/AASHTO T 104-77).

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

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

13.0 CONSTRUCT ALKALINITY CELLS #1, #2, #3, #4, #5

Provide all materials, excavate and construct alkalinity cells as indicated on the attached plans, cross-sections, specifications, and as discussed at the Pre-Bid Showing. Alkalinity cell will be constructed to the dimensions listed in the attached typical drawings. Final length and width of cell will be determined by site conditions and DEP representative on site.

ALKALINE MATERIAL

The floor of the cell shall be filled with one foot (1') of limestone crusher run. A middle layer shall then be filled with two feet (2') of number fifty-seven (#57) limestone gravel. The cell shall be topped off with two feet (2') of two-inch (2") limestone to the approximate dimensions as shown on the attached plans. Actual final dimensions will be determined by site conditions and DEP representative on site.

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 test (ASTM C 88/AASHTO T 104-77).

14.0 POND #2 CONSTRUCTION

Pond number two (#2) will be constructed to the dimensions, lines and grades listed in the attached drawings. The final structure must be demonstrated to the onsite DEP representative to be stable, capable of impounding the required volume and safely discharging prior to invoicing and payment. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work. Clearing, excavation, material disposal, embankment and spillway construction will be inclusive to pond #2 construction.

SITE PREPARATION - Before embankment placement the existing ground surface shall be cleared of all trees, brush, stumps, roots and organic or otherwise undesirable material. The clearing boundaries will be limited to that required to facilitate backfilling and regrading activities. Timber, brush, and other combustible material may be windrowed, removed from the property, chipped for mulch or burned under the terms of a properly issued burning permit, if required. The entire foundation surface shall be scarified. Topsoil shall be stripped from the embankment site and borrow area and stockpiled for use on the embankment. Brush, trees, and other undesirable material shall also be cleared from the pool area.

EXCAVATION - Excavation and placement of the fill material shall be done as near to the staked lines and

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grades as skillful operation of the equipment will permit. Side slopes of the excavated pond will be sloped no steeper than 2 horizontal to 1 vertical in earth, 1 horizontal to 1 vertical in weathered rock and ¼ horizontal to 1 vertical in durable rock.

SPILLWAY - The spillway shall conform to the lines, grades, bottom width, and side slopes as shown on the plans. The spillway and associated discharge apron leading into the existing road culvert shall be lined with grouted rock rip-rap.

BORROW AREAS - All borrow excavation will have side slopes no steeper than 2 horizontal to 1 vertical and shall be graded to provide suitable drainage.

SELECTION AND PLACEMENT OF EMBANKMENT MATERIALS - The most impervious material available on site shall be used in the embankment. Sandy or gravelly material currently deposited within the proposed pond impoundment (stream) area should not be utilized in embankment construction, but spoiled in an area as designated by the WVDEP on-site representative. Embankment materials should be selected from the best materials excavated from Alkalinity cells #2 thru #5, as approved by the DEP on-site representative. The distribution and gradation of materials throughout the fill shall be such that there will be no lenses, pockets, or layers of material differing substantially in texture or gradation from the surrounding material. Where it is necessary to use material of varying texture and gradation, the more impervious material shall be placed in the upstream and center portions of the dam. Very dry or wet material shall not be used. The fill material shall be free of sod, roots, stones over 6 inches in diameter, and other objectionable material (e.g. large vegetative materials, frozen soil, coal or coal processing wastes). The moisture content of the material should be such that when kneaded in the hand, it will just form a ball that will not readily separate.

Fill material will be placed in 6-8 inch layers and shall be continuous over the entire length of the embankment. Compaction will be obtained by D-6 dozer or larger over the fill so that the entire surface of the fill is traversed by at least one tread track of the equipment, or compaction shall be achieved by the use of a compactor. The embankment shall be constructed to an elevation of ten percent (10%) higher that the design height to allow for settlement if compaction is obtained with dozing equipment. If compactors are used for compaction, the overbuild may be reduced to five percent (5%).

VEGETATIVE PROTECTION AGAINST EROSION - The embankment, borrow areas and any other area above the pool disturbed during construction shall be seeded and mulched promptly upon completion of the pond in accordance with Revegetation requirements.

EROSION AND POLLUTION CONTROL - Construction operations will be carried out in such a manner that erosion and water pollution will be minimized. Construction operations shall be in accordance with State and local laws concerning pollution abatement.

15.0 HILL-CLIMB ELIMINATION

The existing disturbed 'hill-climb' area shall be eliminated by grading to match the surrounding terrain, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area. Materials currently washed into the existing fresh water diversion (proposed Channel #2) will also be restored back onto this eroded hillside.

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GENERAL

A. This work shall consist of the required removal, placement, and proper utilization or disposal of all materials and the sloping and finishing of the excavation and embankment areas to the lines, grades, cross sections, and contours as shown in the Drawings or as directed by the WVDEP.

B. Earthwork shall include excavation to the designated depth, transporting of excavated materials from points of removal to points of final placement and the shaping and finishing of all areas to the required lines, grades, and proposed contours as shown on the Drawings.

C. Excavation: All site excavation is unclassified. It is anticipated that the material excavated on site will be random material consisting of rock, soils, and granular material. Other borrow material will be designated as unclassified material for use in the embankment.

D. Over-Excavation: Material excavated below the indicated limits, except when directed by the WVDEP, shall be replaced with material satisfactory to the WVDEP. Additional payment will not be made for unauthorized material removal or for any backfilling necessitated thereby. Additionally, payment will not be made for material excavated from beyond the limits of the design template.

CONSTRUCTION

1.1. All 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 test (ASTM C 88/AASHTO T 104-77).

1.2. All excavation and backfilling work shall be accomplished in a continuous concurrent manner on all surface disturbances within the original permit and associated disturbed areas as existing at bid showing.

1.3. Prior to backfilling of the area, all material qualifying for use as topsoil shall first be removed and stockpiled for later use on final regraded areas. All materials selected as topsoil and location(s) of topsoil stockpiles shall be as approved by the DEP on-site representative. Costs of all topsoil salvaging, stockpiling and redistribution shall be inclusive to the cost of hill-climb elimination.

1.4. The Contractor shall make reasonable effort to construct the project uniformly and in accordance with the Drawings and Specifications. The Contractor shall maintain and protect areas where material is to be placed in a satisfactory condition at all times until final completion and acceptance of all work under the Contract. The Contractor shall remove from the foundation areas, any material that the WVDEP considers objectionable and shall refill the areas as directed, at no additional cost to the WVDEP.

1.5. Vegetation will be cleared prior to backfilling. Before initial spoil placement the existing ground surface shall be cleared of all trees, brush, and organic material. The clearing boundaries will be limited to that required to facilitate backfilling and regrading activities. Timber, brush, and other combustible material may be windrowed, removed from the property, chipped for mulch or burned under the terms of a properly issued burning permit, if required;

1.6. Preparation of Surface to Receive Material: No material shall be placed in any area until the area has been stripped and undercut as specified and the surface has been approved by the WVDEP. The Contractor shall keep the area free from water or unacceptable materials after placement operations have started.

1.7. Lifts: The Contractor shall place material in areas of fill in approximately horizontal lifts extending the entire length and width of the area, concurrently compacted as necessary to ensure mass stability and prevent mass movement and graded to allow surface drainage compatible with the natural surroundings. To insure that this can be accomplished, the Contractor will perform the required excavation (or borrow as applicable) in a sequence which will provide the proper material being available at the time required for proper utilization in the fill area.

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

a. The distribution throughout the area of fill shall be such that the fill will be free from voids, pockets and bridging of material. The combined excavation and embankment placement operations shall be such that the materials, when compacted, will be blended sufficiently to secure the best practicable degree of compaction and stability. Successive loads of material shall be dumped so as to produce the best distribution of the material.

b. Fill material shall be compacted in a progressive backfilling manner with mechanical equipment to ensure stability of backfill material. Lifts are not to exceed one-foot (1') in thickness. Thicker lifts up to two-feet (2') in thickness may be permitted depending on compaction equipment utilized and for refuse/granular materials, upon approval of the designated WVDEP on-site representative.

c. No soil material placed in a fill area by dumping in piles or windrows shall be incorporated in a layer in that position, but shall be moved and spread by blading or similar approved methods.

d. Material in the form of large soil lumps or soil masses shall be pulverized by disking, harrowing or by the use of mechanical pulverizers prior to compacting.

e. Material deposited on the fill that is too wet shall be removed or spread and permitted to dry, assisted by disking or blading if necessary, until the moisture content is reduced to acceptable limits.

f. Frozen material will not be placed in any fill.

g. Black, coaly or potentially contaminated materials will be blended with clean backfill materials or isolated in the backfill area(s) as designated by WVDEP/OSR onsite representatives.

h. The finished backfill will be tracked and graded to a maximum two horizontal to one vertical (2H:1V) slope. Backfilling shall cease during periods of adverse site conditions. (For example: excessive soil moisture)

After the final grading has been achieved, topsoil and/or substitute topsoil material, as needed, will be placed over the area by dozer or other suitable equipment. The area will then be revegetated according to the

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Revegetation specifications.

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

16.0 ELIMINATE 'HILL-CLIMB' ACCESS ROAD

Existing access route to the hill-climb area will be regraded to allow sheet flow across the travelled areas and will be revegetated. This item shall include the elimination of all rills and gullies and the grading of spoil and/or fill materials. Reclaimed areas shall be graded to match the surrounding terrain. The area shall be regraded to eliminate all ability to impound or concentrate flow, and create a sheet flow across the regraded area.

The best available material to support vegetation, as identified by the WVDEP on-site representative, shall be distributed on the surface of the regraded areas in a smooth, uniform manner. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

17.0 INSTALL SANDSTONE UNDERDRAIN, ELIMINATE SEDIMENT DITCH 'C'

UNDERDRAIN INSTALLATION

Provide all materials, excavate and install approximately two hundred linear feet (200 LF) of four foot by four foot (4' x 4') sandstone under drain in existing sediment ditch 'C' on southern side of permit. Construct underdrain as indicated on the attached typical plans and cross-section and/or discussions at the pre-bid showing. Underdrain must be completely installed and approved prior to payment. Payment for underdrain is for complete excavation and pipe, stone and filter fabric installation and verified by DEP with photo.

The underdrain will discharge into trapezoidal ditch number six (#6). Under drain will be covered with available material and the cover will be graded to match surrounding terrain and to sheet flow surface runoff.

PIPE

Underdrain piping will be perforated twelve-inch (12") corrugated Hancor Sur Lok pipe.

SEPARATION FABRIC

The sides of the ditch will be lined with a non-woven fabric (Typar 3401 or equivalent) and wrapped 360° with a final minimum 1 foot overlapping. Fabric shall be installed per manufacturer's specifications. The engineering fabric for subsurface drainage shall be the nonwoven type meeting the following requirements:

PROPERTY	MINIMUM REQUIRED VALUE	TEST METHOD
Permeability	1×10^{2} cm/sec	AH, 20 cm. to 10 cm.
Equivalent Opening Size[2]	#50 U.S. Std. Sieve	COE CW-02215
Grab Tensile Strength[3]	100 lbs.	ASTM D-1682

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Grad Tensile Elongation[3]	30%	ASTM D-1682
Puncture Strength[4]	35 lbs.	ASTM D-3787
Burst Strength	130 psi	ASTM D-3786
Trapezoid Tear	35 lbs.	ASTM D-1117

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

STONE

Stone for the underdrain shall be placed, not dumped, to prevent tearing or displacement of the liner materials. Stone for the underdrain shall be non-calcareous sandstone with a size of 3" to 6" in diameter.

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 test (ASTM C 88/AASHTO T 104-77).

SEDIMENT DITCH 'C" ELIMINATION

Standing water in sumps and ditches will be tested for water quality compliance before being discharged or pumped from the structure. No breaching of a filled sump or ditch to release water all at once will be allowed without first consulting the WVDEP representative on site. All materials in the structures which are saturated or liquefied will be excavated and allowed to dry before being used to reclaim the structure during elimination. Material used to reclaim the structures will be compacted in two feet (2') lifts to reduce settling.

Reclaimed structures shall be graded to match the surrounding terrain. The outer embankment will be pulled in and the area regraded to fill the void left by the structure, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area.

The best available material to support vegetation, as identified by the WVDEP on-site representative, shall be distributed on the surface of the regraded areas in a smooth, uniform manner. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

18.0 ELIMINATE BENCH ACCESS ROAD, EAST SIDE

Existing access route around the hillside and above existing sediment ditch 'D' will be regraded to allow sheet flow across the travelled areas and will be revegetated. This item shall include the elimination of all rills and gullies and the grading of spoil and/or fill materials. Reclaimed areas shall be graded to match the surrounding terrain. The area shall be regraded to eliminate all ability to impound or concentrate flow, and create a sheet flow across the regraded area.

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The best available material to support vegetation, as identified by the WVDEP on-site representative, shall be distributed on the surface of the regraded areas in a smooth, uniform manner. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

19.0 ELIMINATE SEDIMENT DITCH 'D'

Standing water in sumps and ditches will be tested for water quality compliance before being discharged or pumped from the structure. No breaching of a filled sump or ditch to release water all at once will be allowed without first consulting the WVDEP representative on site. All materials in the structures which are saturated or liquefied will be excavated and allowed to dry before being used to reclaim the structure during elimination. Material used to reclaim the structures will be compacted in two feet (2') lifts to reduce settling.

Reclaimed structures shall be graded to match the surrounding terrain. Any discharge pipes and old liner materials shall be removed and disposed per the Structure and Debris Removal item. The outer embankment will be pulled in and the area regraded to fill the void left by the structure, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area.

The best available material to support vegetation, as identified by the WVDEP on-site representative, shall be distributed on the surface of the regraded areas in a smooth, uniform manner. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

20.0 SEDIMENT DITCH RECONSTRUCTION

20.1 CLEAN AND RE-LINE EXISTING SEDIMENT DITCH 'E' WITH CLAY AND LIMESTONE, RECONSTRUCT DIKE

20.2 CLEAN AND RE-LINE EXISTING SEDIMENT DITCH 'F' WITH CLAY AND LIMESTONE, RECONSTRUCT DIKE

Provide all materials, excavate and construct sediment ditches as indicated on the attached plans and cross-section, and as discussed at the Pre-Bid Showing. Length of ditch may be adjusted to meet on site conditions upon approval of the WVDEP agent onsite.

Sediment ditches will be graded to positively flow to V-Ditch #8. The completed ditches must be demonstrated to the onsite WVDEP representative to be capable of free draining and not leaking prior to invoicing and payment. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work.

EXCAVATION

The existing pond will be cleaned throughout to a five (5) vertical feet depth below the discharge elevation of the spillway, or to existing depth, whichever is greater. All existing liners materials, sediments and vegetative materials including (but not limited to) cattails, trees, tree stumps and root balls will be removed by excavation. Rocks, boulders or other materials which protrude and interfere with liner and liner bedding installation will also be removed. Sidewalls of the finished ditches will be no steeper than 2H:1V. Ditch cleanings shall be stockpiled, dried and disposed as directed by the onsite DEP representative. The existing embankment will **not** be disturbed. Damage or leakage to the embankment will be repaired at the Contractor's expense.

LINING

A six-inch layer of fine sand will be placed throughout the pond bottom for the final liner bedding. A 60-mil textured HDPE liner will be installed per manufacturer's recommendations and keyed into all sides and inlet / discharge spillways. Sediment ditch bottom and sides will be lined with a six-inch (6") layer of 1-1/2" limestone crusher run topped with a final eighteen-inch (18") layer of 3"-6" limestone on bottom and sides, both layers constructed to the elevation of the discharge spillway.

20.3 CLEAN AND RE-LINE SEDIMENT DITCH 'G' W/LINER, RECONSTRUCT DIKE, REPLACE CULVERT

POND CLEANING AND RELINING

The existing sediment ditch (Cell #1 and Cell #2) will be cleaned throughout to a five (5) vertical feet depth below the discharge elevation of the final discharge pipe or to existing depth, whichever is greater. Side walls of the finished cleaned sediment ditch will be no steeper than 2H: 1V. All pipes, old liner materials, vegetation, trees and / or other debris will be removed from within the impounding area. All roots and root balls will be excavated out. Rocks, boulders or other materials which protrude and interfere with liner and liner bedding installation will also be removed. A six-inch (6") layer of fine sand will be placed throughout the pond bottom for the liner bedding. A 60-mil textured HDPE liner will be installed per manufacturer's recommendations and keyed into all sides and inlet / discharge spillways. The finished pond construction must be demonstrated to not leak and to discharge water prior to invoicing.

All pond cleaning materials will be disposed on the spoil stockpile area above the pond (near V-ditch #8) in a fashion per direction of the DEP on-site representative. Under the supervision and direction of the onsite DEP representative, the pond cleanings may be covered with other excess spoil materials from access road / other construction as needed. The completed pond must be demonstrated to the onsite DEP representative to be capable of containing water and discharging prior to invoicing and payment. Accompanying plans show the details of pond construction.

DISCHARGE CULVERT

The existing discharge culvert will be placed beneath the adjacent access road to facilitate drainage from Cell #2. This culvert will be located in place of an existing culvert previously used to drain the sediment ditch. An eighteen inch (18") corrugated Hancor Sur Lok pipe will be installed beneath the existing road fill, replacing the existing 15-inch steel pipe, to discharge water into an existing ditch.

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CULVERT PIPE

Polyethelyne pipe shown on the drawings shall be high density polyethylene as manufactured by Hancor, Inc. Findlay, Ohio or an engineer approved equal. HDPE corrugated pipe shall be smooth interior, 24-inches diameter and conform to AASHTO M294 Type S. The capacity of the pipe if installed in accordance with the manufacturer's requirement will support an H-20 loading. The contractor is therefore cautioned that if equipment used in reclamation activities exceeds this loading the contractor shall take all measures as necessary to protect the culverts from damage.

ASSEMBLY AND INSTALLATION

The culvert pipe shall be assembled in accordance with the manufacturer's instructions. All pipe shall be unloaded and handled with reasonable care. Pipe shall not be dumped directly from a truck. Pipe shall not be rolled or dragged over gravel or rock and shall be prevented from striking rock or other hard objects during placement in trench or on bedding.

Culvert pipe shall be placed in the bed starting at the downstream end. Pipes with circumferential seams shall be installed with their inside circumferential sheet laps pointing downstream.

TRENCH

The trench shall be as shown on the Plans. Any ledge rocks encountered in the excavation are to be removed and the cavities replaced with suitable compacted fill. Payment for trench regardless of type of materials encountered, shall be included in payment for culvert installation. Excavation is unclassified and no consideration will be made for extra payment due to rock.

BEDDING

Sand bedding is required for all road culvert pipe. Bedding shall be shaped to approximate the contour of the pipe bottom and be wide enough to permit compaction of the remainder of the backfill under the haunches. A uniform blanket of loose material shall cover the shaped bedding of a depth sufficient to allow corrugations to become filled with the material. Material in contact with pipe shall not contain rock retained on a 3-inch diameter ring, frozen lumps, chunks of highly plastic clay, organic matter or other deleterious matter.

BACKFILL

Culvert backfill is to be #57 sandstone or limestone aggregate and be compacted in 8-inch layers. The top 6-inches (road surface) shall be 1½-inch crusher run sandstone or limestone.

Backfill must assure the pipe is property aligned and must maintain the slope and elevation of the invert. Backfill should extend to the trench walls and be placed in simultaneous layers on each side of the pipe to the 'top' of the trench. No large rocks or ledge rocks are to be used in the backfill.

Backfill should be placed under the haunches and around structure in simultaneous layers on each side of the pipe to permit thorough compaction. Compaction can be done either by hand or mechanically but must be done carefully to insure a uniform, dense backfill and to assure the pipe does not shift sideways. The pipe foundation must maintain the elevation and grade of the invert.

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The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work. Cost of unclassified excavation, removal of existing culvert, bedding, new culvert installation, backfilling and final road surface restoration shall be inclusive to the cost of discharge culvert installation. Pond clean out, reconstruction and discharge pipe installation will be one bid item.

21.0 INTERNAL SITE FENCING

Fencing of the project area is to provide limited access and security to the treatment structures. Fencing will be located as generally shown on the plans. Exact location of fencing and gate(s) shall be determined based on field conditions and final constructed location of facilities, to be determined by the WVDEP on-site representative. All fencing, posts, gates and installation will be inclusive to this bid item. Payment shall be made at the completion of installation and acceptance by the DEP.

Provide and install all materials for a fence system around all sludge cells and ponds on project 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. Final location of fence and gates shall be approved by the DEP onsite representative.

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

FENCE

1. Unless otherwise indicated, the ASAE Specifications for Farm Fence Construction shall apply. (ASAE EP250.2 DEC01). Exceptions to the specifications are listed below:
2. Woven wire fence fabric shall be used (10-47-6-11).
3. One strand of barbed wire shall be placed 3 inches above the top strand of the woven wire.
4. Use gate specifications for placing gates in fence line.
5. Line posts shall be spaced 10 feet apart.
6. Some fence curvature is anticipated. However contractor shall use a stringline to align straight runs of fencing as near straight as practical.
7. Line posts shall have a minimum length of 7 ½ feet.
8. Posts may be driven, tamped, or set in concrete as necessary.
9. Landscape timbers with flat sides do not meet minimum thickness requirements, and shall NOT be utilized as line or brace posts.

MATERIALS

1. Woven wire fabric shall conform to the current American Society for Testing and Materials ASTM A116, Specifications for Zinc-Coated (Galvanized) Iron or Steel Farm-Field and Railroad Right-of-Way Wire Fencing. The wire shall be coated with Class-1 zinc coating.
2. Barbed wire shall be composed of one main strands of number 15 ½ gage wire with 16 gage round barbs. If four-point barbed wire is specified, barbs shall be spaced on approximately 5 inch centers. Barbed wire shall conform to the requirements of the current ASTM A121.
3. Smooth wire for braces shall be galvanized 0.40 oz per sq ft or aluminum-coated 0.34 oz per sq ft No 9

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gage steel wire, minimum tensile strength 45,000 psi.

4. Wire ties, clamps and staples shall be coated equivalent to fence or barbed wire specified. Staples shall be 9-gage, and 1 inch long for use in dense hardwoods and 1.5 inch long for use in preservative-treated softwoods.
5. Nails, bolts, and other fence hardwood shall be hot-dipped galvanized as per ASTM A153, Specifications for Zinc Coating (Hot Dip) on Iron and Steel Hardware.
6. 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 if specified. Minimum normal size and lengths shall be as follows, or as specified in the plans.
7. Wood vertical corner, intermediate, and end posts shall be a minimum 6 inch top diameter or square and 8 feet length.
8. Wood horizontal brace posts shall be a minimum 4 inch top diameter or square and 7.5 feet length.
9. Wood vertical line posts shall be a minimum 4 inch top diameter or square, a minimum 7.5 feet length, and shall be set a minimum 3 feet deep. Post spacing shall be as specified on the plans. Posts pointed for driving shall be shaped before preservative treatment. Landscaping timbers with flat sides do not meet the minimum thickness; therefore, are not allowed.

ASSEMBLIES

1. Corner assemblies are constructed as two end assemblies with a single end post.
2. Horizontal brace assemblies shall have the end or corner, and brace, posts set a minimum of 3.0 feet deep. Brace posts shall be spaced to accommodate 7.5 minimum feet long brace. Horizontal braces shall be mounted 12 inch below the top of the end post.
3. Wire braces shall be four strands of 9 gage steel wire positively fastened 4 inch below the top of the post and 4 inch above grade. They shall be tightened (twisted) with a 0.75 X 1 inch wood slat or 0.38 inch diameter steel rod until the entire assembly is rigid. Slats or rods shall be left in position.
4. Diagonal brace assemblies recommended in soft soils shall have the end or corner, and brace posts set a minimum of 3.0 feet deep. Brace posts shall be spaced to accommodate 7.5 feet long brace. Fencing is stretched from the first brace post. Ends are filled in after wire is attached.
5. Pull-post assemblies shall be placed a maximum of 500 feet apart in straight runs and at the top and bottom (ridge and valley) of appreciable slope changes. Construction will follow the specifications. Smooth wire braces shall be placed as in details. See attached drawings for more details.

CONSTRUCTION

1. Contractor string shall be first stretched at the bottom to determine alignment of line posts and shall be temporarily fastened to end posts.
2. The fence shall be attached to one end (or corner) post and the fence stretchers attached to the opposite end (corner post) post (or pull-post assembly). The fence at the stretcher end is then attached directly to the pull-post corner or end. The fence or stretchers shall be attached to the first brace post in the assembly. Its design provides for maximum strain taken at this point. A slack span of fence fabric is used between the end (or corner) post and the first brace post after stretching is completed.
3. With the pull-post assembly the fence fabric shall be extended past the first post and attached to the middle post. The wires shall be cut and wrapped around the post. The tension for stretching the woven-wire fence shall be applied at two points on the clamp bar for all fences over 32 inch high by using stretchers designed and manufactured for that purpose. Stretchers shall be so designed that tension can be

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applied to both ends of the bar at the same time. All splices in the fabric shall be securely made, with a Western Union splice or commercial splicing device approved by the engineer. The tension for stretching the barbed wire shall be applied by use of single-wire stretchers designed and manufactured for that purpose, and in accordance with the manufacture's recommendations.

GATES

1. Gates 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.
2. 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.
3. Gateposts shall be a minimum 6-inch top diameter or square and 8 ft. long.
4. Postholes 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.
5. Posts shall be braced to support the weight of the gate. Conventional bracing or use of a dead man will be considered for approval.
6. The gates shall be two (2) 10 ft. wide, **two (2) inch diameter heavy-duty pipe gates or equivalent**. Provide a lockable latch, which includes protection for the lock.

22.0 CONSTRUCT NEW ACCESS ROAD

The road will provide access from an existing access road, along the toe area of the hill, to the treatment cell #1 through #5 areas. General specifications and 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. The access roads will comprise three separate bid items.

ROAD CONSTRUCTION

Suitable foundation material shall be left in place after rough cutting road grade or other additional material placed where needed then be placed in compacted layers not to exceed six (6) inches in thickness to obtain the desired grade and alignment. Compaction equipment is to be approved by DEP on site representative.

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 upslope side 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 drawings.

SEPARATION FABRIC (ROAD FOUNDATION)

Separation fabric for road construction shall be of the woven type and consists of a pervious sheet of polymeric fibers oriented into a stable network such that the fibers retain their relative positions with respect to each other. The fabric shall be mildew and rot resistant, and shall be free of any treatment or coating which might detrimentally alter its physical properties. The fabric, including the edges or the ends of the rolls, shall be

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protected during shipment and storage from ultra violet rays, temperature greater than 140° F and contaminants such as mud, dust, etc.

The engineering fabric for separation shall be the woven type meeting the following requirements:

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

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

Filter Fabric (Typar 3401, Mirafi 500X, or equivalent) shall be placed over the completed foundation and covered with a six (6) inch minimum layer of No. 1 limestone (3½ to 1½ inches). The No. 1 stone shall then be covered with 1½ inch crusher run limestone so that the surface is choked off and a three (3) inch minimum layer remains on top.

The completed roads shall have a minimum width as described below and the surface shall be crowned and sloped to both sides a minimum of 24-horizontal to 1 vertical. 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 attached drawings.

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. Payment will be made as specified in the bid items on a Linear Foot rate. All materials, labor and equipment necessary to construct the required access road and spoil disposal will be included in the LF rate.

23.0 REVEGETATION

The actual seeding date, within the work performance period, shall be at the discretion of the Contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. Agricultural lime shall be applied at a rate of 1.5 tons per acre and incorporated into the soil prior to application of the seed fertilizer mixture. The cost of the lime seed, and fertilizer will be inclusive to the cost of revegetation. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the WVDEP designated on-site representative.

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Contractor shall provide equipment as necessary to secure approval of the seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire REVEGETATION item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, however, no additional monetary compensation will be awarded.

Areas outside the limits of construction, disturbed by the Contractor, shall be revegetated by the Contractor at no expense to WVDEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the WVDEP designated onsite representative.

It shall be the Contractor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation cover is established. The acreage quantities in this Contract are provided for bidding purposes only.

A Warranty Period of one (1) year shall commence upon completion and payment of the Revegetation item of the Contract. No payment will be made for additional seeding necessary to comply with warranty requirements. The performance bond and labor and materials bond shall remain in effect throughout the Warranty Period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the most current edition of the West Virginia Surface Mining Reclamation Regulations will apply.

Equipment for the 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 WVDEP for this warranty work.

MATERIALS REQUIRED:

23.1 AGRICULTURAL LIME

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

Pulverized
- 100% passing a U.S. Standard 20 mesh sieve
- 70% passing a U.S. Standard 100 mesh sieve

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

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

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Lime shall be applied at 5 tons/acre.

23.2 FERTILIZER

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

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

23.3 MULCH

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

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

23.4 VEGETATIVE SPECIES

23.4.1 Temporary Seed Mixtures

All stockpiles and other disturbed areas which will require further disturbance in which the additional disturbance will be delayed for a period of sixty (60) days or longer shall be vegetated according to the following guidelines:

VARIETY OF SEED	Spring 3/15-5/31	Summer 5/31-8/15	Fall 8/15-10/15	Winter 10/15-11/15
Annual Ryegrass (Lolium Multiflorum)	20 lbs/ac		20 lbs/ac	
German Millet*				
(Setaria Italica)		50 lbs/ac		
Cereal Rye (Secale Cereale)			20 lbs/ac	

***Do Not Use Japanese Millet**

All areas to be temporarily seeded which are to be redisturbed shall be fertilized with 500 lbs/acre of 10-20-20. All areas to be temporarily seeded shall have lime applied according to Section 23.1, fertilized according to Section 23.2 and mulched according to Section 23.3.

23.4.2 Permanent Seed Mixtures

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	RATE/ACRE [1]
Orchard Grass	@ 15 lbs/acre
Birdsfoot Trefoil[2]	@ 15 lbs/acre
Yellow Sweet Clover	@ 5 lbs/acre
Red Clover	@ 10 lbs/acre
Perennial Ryegrass	@ 15 lbs/acre
Foxtail Millet[3]	@ 12 lbs/acre
Wheat or Rye[4]	@ 50 lbs/acre

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

24.0 STRUCTURE AND/OR DEBRIS REMOVAL

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

25.0 INCIDENTAL STONE (ALL AREAS)

Up to twenty five hundred (2,500) tons of stone, either limestone or sandstone will be allowed for use in access road repair, culvert installations, roadway ditch improvements, reshaping of the roadway, rock check dams, rock filter outlets, or other use as needed. Stone size will vary according to its purpose. Gradation and placement shall be as approved and directed by the DEP onsite representative.

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

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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 most current edition of the Surface Mining Blasting Rule (Title 199, Series 1) must be adhered to.

LIFE OF CONTRACT

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

WORK PERFORMANCE PERIOD

The Work Performance Period is a defined portion of the Contract in which all items shall be completed. The Work Performance Period is to be performed within 365 calendar days of the Notice To Proceed. Extensions may be granted based upon Contractor's performance, weather conditions and site-specific site conditions.

NOTICE TO PROCEED

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

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PRE-CONSTRUCTION CONFERENCE

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

GENERAL SUPERVISION

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

CONTRACTOR RESPONSIBILITY

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

LAWS TO BE OBSERVED

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

PERMITS, LICENSES AND TAXES

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

CONCURRENT RECLAMATION

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

WATER QUALITY CONTROL

Water quality control shall commence with initial start-up of the project and remain in effect for the extent of the backfilling, regrading and revegetation activity. DEP obtains a storm water permit for each project from the Water Resources Division (General Water Pollution Control Permit WVO115924). The Contractor is

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

DIFFERING SITE CONDITIONS

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

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

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

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

HANDLING AND STORAGE OF MATERIALS

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

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

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

MAINTENANCE DURING CONSTRUCTION

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

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FINAL INSPECTION

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

ACREAGE QUANTITIES

The acreage quantities in this Contract are for bidding purposes only and are a set (definite) number for the project area as specified at the pre-bid showing. Only surveyed acreage's through figures the Contractor and/or the State develops will be honored to alter these acreage numbers. No separate payment will be made for surveying.

PAYMENT

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

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

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

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

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

ROAD ABANDONMENT shall be included in the final construction invoice.

FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

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

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

REVEGETATION AND WARRANTY

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

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In all cases a permanent vegetative cover capable of supporting the post-mining land use must be established. A Warranty Period of one (1) year shall commence upon completion and payment of the Revegetation item of the Contract. No payment will be made for additional seeding necessary to comply with warranty requirements. The performance bond and labor and materials bond shall remain in effect throughout the Warranty Period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

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

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

CONTRACT NON-COMPLIANCE

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

CONTRACT DELETIONS

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

CANCELLATION

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

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

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

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

OMB #1029-0119
Expiration Date: 1/31/13

AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

Part A: General Information

Business Name: _____ Tax Payer ID No.: _____
Address: _____
City: _____ State: _____ Zip Code: _____ Phone: _____
Fax No.: _____ E-mail address: _____

Part B: Legal Structure

( ) Corporation ( ) Sole Proprietorship ( ) Partnership ( ) LLC
( ) Other (please specify) _____

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.

I, _____, have the express authority to certify that:
(print name)

1. _____Information on the **attached** Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-date. If you select this option, you **must** attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.

2. _____Part of the information on the **attached** Entity OFT from AVS is missing or incorrect and must be updated. If you select this option, you **must** attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.

3. _____Our business currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

_____ _____ _____
Date Signature Title

IMPORTANT! In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or from the AVS website at https://avss.osmre.gov.

Part D.

Contractor's Business Name: _____

If the current Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name _____ Position/Title _____
Address _____ Telephone # _____
_____ % of Ownership _____
Begin Date: _____ Ending Date: _____

Name _____ Position/Title _____
Address _____ Telephone # _____
_____ % of Ownership _____
Begin Date: _____ Ending Date: _____

Name _____ Position/Title _____
Address _____ Telephone # _____
_____ % of Ownership _____
Begin Date: _____ Ending Date: _____

Name _____ Position/Title _____
Address _____ Telephone # _____
_____ % of Ownership _____
Begin Date: _____ Ending Date: _____

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to range from 15 minutes to 1 hour, with an average of 22 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 202 SIB, Constitution Ave., NW, Washington, D.C. 20240.

Instructions for Completing AML Contractor Form OMB #1029-0119[1]

Part A: General Information. Part A should be completed by the AML Contractor.

Part B: Legal Structure. Part B should be completed by the AML Contractor.

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Part C should be completed by the AML Contractor, selecting the statement that best describes their situation.

If information is accurate, complete and up-to-date, then check the first statement and sign and date. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with. [2]

Upon reviewing an Entity OFT printout, if you discover the information contained in AVS is not accurate, complete and up-to-date, then check the second statement and complete Part D to provide missing or corrected information that needs reflected in AVS. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.

If your business does not appear to have any information in AVS, then check the third statement and complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

Part D:

If current Entity OFT information for your business is incomplete, incorrect, or if you believe there is no information currently in the AVS for your business, you must complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

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[1] If you need any assistance completing OMB #1029-0119, please contact the AVS Office at 800.643.9748.

[2] You may obtain your business' Entity OFT for certification purposes two ways. One way is to contact the AVS Office at 800.643.9748 and request the information. The second way is to access the AVS from your personal computer by visiting https://avss.osmre.gov. Click "Access AVS", and then Login as Guest. Place your cursor on the "Entity" Module and "Click". Type your business name in search box and press enter key. If more than one entity record appears, select your company and then "Click" on the "relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

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

Bid Bond

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

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

(M)

NOW THEREFORE.

(a) If said bid shall be rejected, or

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

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

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

Principal Corporate Seal

(R)

(Q)
(Name of Principal)

By (S)
(Must be President or Vice President)

(T)
Title

(U)
Surety Corporate Seal

(V)
(Name of Surety)

(W)
Attorney-in-Fact

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

Agency_____ 999
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 Oblige, 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 Oblige may accept such bid, and said Surety does hereby waive notice of any such extension.

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

Principal Corporate Seal

_____
(Name of Principal)

By_____
(Must be President or Vice President)

_____
(Title)

Surety Corporate Seal

_____
(Name of Surety)

_____
Attorney-in-Fact

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

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

STATE OF _____

COUNTY OF _____**, TO-WIT:**

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

1. I am an employee of _____; and,
(Company Name)

2. I do hereby attest that _____
(Company Name)

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

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

_____
(Company Name)

By: _____

Title: _____

Date: _____

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

By Commission expires _____

(Seal)

_____
(Notary Public)

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

Rev March 2009

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 owed is an amount greater than one thousand dollars in the aggregate.

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20___.

My Commission expires _____, 20___.

AFFIX SEAL HERE **NOTARY PUBLIC** _____