



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

Solicitation

NUMBER
DEP16311

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF OIL & GAS
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED
07/31/2014

BID OPENING DATE: 08/26/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.01						
THIS ADDENDUM IS ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.						
0001	1	LS		968-42		
PLUGGING OF OIL AND NATURAL GAS WELL						
***** THIS IS THE END OF RFQ DEP16311 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: DEP16311
Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

This addendum is issued for the following reasons:

- *To provide answers to vendor submitted questions.
- *To change the bid opening to August 26, 2014 at 1:30 PM, EST.
- *To provide a copy of the mandatory pre-bid sign-in sheet.
- *To provide the scope of work previously eliminated.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM #1 – Questions During Pre-Bid Meeting
Clarifications/Corrections to Specifications
DEP16311
Steel Run #5

The following comments and questions were identified at the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

Clarification

1. Contact information was left off solicitation: Plans and specs may be obtained by request from the WV Department of Environmental Protection, Office of Oil and Gas with no charge to the contractor. Contact B.J. Chestnut at 304-926-0499 ext. 1655 to request a copy. Copy of plans and specs accompany this addendum for the vendors that attended pre-bid conference.
2. Item # 28 Mulch – The mulch used for this job will be hay – Hay has been added to the bid schedule.

Revisions to Bid Schedule

1. Item # 13 - Office trailer/dog house – changing unit from day to week.
2. Item # 12 – Trash Pump – changing unit from day to hour.
3. Item #55 – Mulcher - will be bid by the day. Mulcher is the equipment used to blow hay on reclaimed ground.

Questions

1. Q: Will per diem be paid under the contract terms?
A: No
2. Q: How long after the job has been completed will it be before payment is received?
A: Payment should be made seven to fourteen days after invoice is received.
3. Q: Will Equipment wait time be paid while awaiting a change order?
A: No

There were several questions at the pre-bid conference regarding bonding requirements and legalities, those questions should be referred to the Purchasing Division.

Steele Run # 5
 API # 47-085-80619
 DEP16311

Bid Schedule - Revised

Company Name _____
 Address _____

The WVDEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

Item no:	Qty.	Description	Unit	Unit Price	Amount
1.	160	Rig and 3 man crew	HR		
2.a.	80	Tandem truck w/winch	HR		
2.b.	50	Flatbed w/winch (single axle)	HR		
2.c.	100	Tractor and trailer w/winch	HR		
2.d.	60	Tractor and trailer (without winch)	HR		
2.e.	100	Oil field equipped vacuum water truck	HR		
2.g.	95	Pickup	HR		
3.	100	Medium dozer: cat d6c equivalent or larger:	HR		
4.	100	Excavator (sk160lc) or equivalent	HR		
5.	140	Power swivel 25 ton or equivalent	HR		
6.	140	Mud pump 4 x 6 or equivalent	HR		
7.a.	12	Power tongs 4 1/2" or smaller:	HR		
7.b.	1	Power tongs over 4 1/2" up to 8 5/8":	HR		
8.a.	1	Pipe cut per cut 4 1/2- 8 5/8	HR		
8.b.	1	Pipe cut per cut 2 3/8- 3 1/2	HR		
9.	1	Down hole camera	HR		
10.a.	20	24" conductor casing	EA		
10.b.	20	53/16 pipe used casing	EA		
11.	410	1 1/2" tubing rental	FT		
12.	90	Trash pump	HR		
13.	4	Office trailer/doghouse	WK		
14.	1	100 barrel water tank	EA		
				SUBTOTAL	

Item no:	Qty.	Description	Unit	Unit Price	Amount
15.	1	Oil tank disposal	EA		
16.	100	Disposal of gel	BBL		
17.	70	Disposal of salt water	BBL		
18.	50	Disposal of drill cuttings	T		
19.	40	Aqua gel	EA		
20.	225	Cement	EA		
21.	300	Gravel	T		
22.	40	12 inch culverts	FT		
23.	1	Steel mud pit	EA		
24.	1	Pit liner	EA		
25.	150	Lime	EA		
26.	15	Feterilizer	EA		
27.	100	Seed	LB		
28.	75	Mulch: Hay	EA		
29.	100	Brush / roustabout crew	HR		
30.	160	Additional labor	HR		
31.	100	Silt fence per foot	FT		
32.	1	Monument	EA		
33.	5	Portable toilet	WK		
34.	400	Drill pipe	FT		
35.	3	Drill collars	EA		
36.	4	Tooth drill bit	EA		
37.	30	Welder / cutting torch	HR		
38.	1	Rotating head	EA		
39.	1	Blow out preventer	EA		
40.a.	5	Absorbent booms	EA		
40.b.	5	Absorbent pads	EA		
40.c.	5	Peat sorb	EA		
41.	16	Supervisor	DAY		
42.	2	Subs and connections	EA		
43.	1	Various mills per mill	EA		
44.	1	Junk basket	EA		
45.	1	Sand pump (4 -8 “)	EA		
46.	1	Cherry picker (4” – 8”):	EA		
47.	1	Three prong grab (4” – 8”):	EA		
48.	1	Tubing spear (1” – 3 ½”):	EA		
SUBTOTAL					

Item no:	Qty.	Description	Unit	Unit Price	Amount
49.	1	Casing spear (4" – 8 5/8"):	EA		
50.	1	Overshot (1" – 3 1/2"):	EA		
51.	1	Overshot (4" – 8 5/8"):	EA		
52.	1	Center spear (2" – 6"):	EA		
53.	1	Impression block:	EA		
54.	1	Magnet (3" – 7"):	EA		
55.	1	Mulcher	DAY		
			SUBTOTAL		
			Subtotal Page 1		
			Subtotal Page 2		
			TOTAL BID		

Bidders Authorized Signature: _____

Date: _____

REQUEST FOR QUOTATION NO. DEP16311

SIGN IN SHEET

Page of

Date: Tuesday, July 15, 2014 10:30am

PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>R. L. Wharton Enterprises Ltd.</u>	<u>261 Shiloh lane</u>	PHONE <u>304-472-2060</u>
Rep: <u>Randy A Dustin</u>	<u>Buckhannon wv.</u>	TOLL FREE
Email Address: <u>RLWhartonenterprises@yahoo.com/wuro@aol.com</u>	<u>26201</u>	FAX
Company: <u>Hydrocarbon Well Service</u>	<u>2934 Old West - Road</u>	PHONE <u>(304) 472-9600</u>
Rep: <u>Brian Jarvis</u>	<u>PO Box 915</u>	TOLL FREE
Email Address: <u>brian.jarvis@hydrocarbonwell.com</u>	<u>Buckhannon, WV 26201</u>	FAX <u>(304) 472-9603</u>
Company: <u>TOP DRILLING CORP</u>	<u>12864 STANTON TPKE</u>	PHONE <u>304-477-3333</u>
Rep: <u>ROBERT HAUGHT</u>		TOLL FREE -
Email Address: <u>RHAUGHT@TOPDRILLING.COM</u>		FAX <u>304-477 3336</u>
Company: _____		PHONE TOLL FREE
Rep: _____		FAX
Email Address: _____		
Company: _____		PHONE TOLL FREE
Rep: _____		FAX
Email Address: _____		



Randy Dustin
Operations Supervisor
Cell: 304-641-4841

Oil & Gas Field Specialists
Servicing the Oil & Gas Industry Since 1959

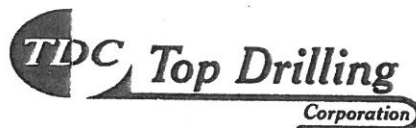
Office: 304-472-2060 • Fax: 304-472-2660
Route 9, Box 218 • Buckhannon, WV 26201
WhartonOilandGas.com



The Safe, Efficient, Effective, Oil and
Gas Well Plugging, Servicing, Tending,
and Reclamation Experts

BRIAN JARVIS
President
2934 Old Weston Road
P.O. Box 995
Buckhannon, WV 26201

Work: (304) 472-9600
Cell: (304) 993-2272
brian.jarvis@hydrocarbonwell.com
hydrocarbonwell.com



Robert J. Haught
Business Development Manager
rhaught@topdrilling.com

Corporate Office:
107 Lancaster St Marietta, OH 45750, Ph:740.373.6900, Fax:740-373-7214

Field Office:
12864 Staunton TPKE Smithville, WV 26178, Ph:304.477.3333, Fax:304.477.3336

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 01

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

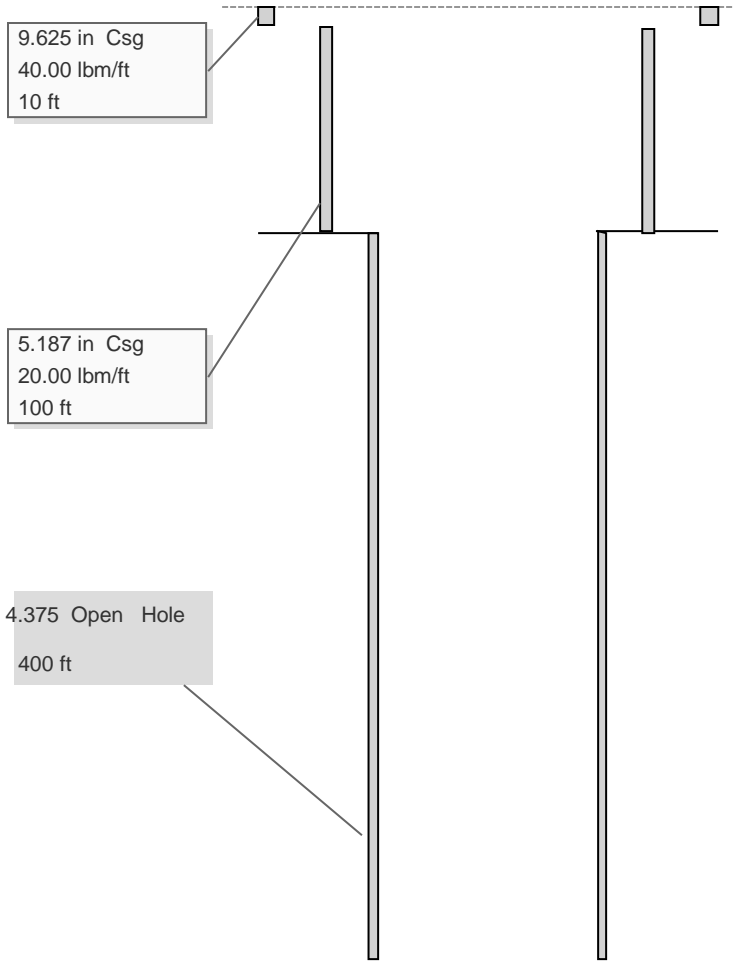
Company

Authorized Signature

Date

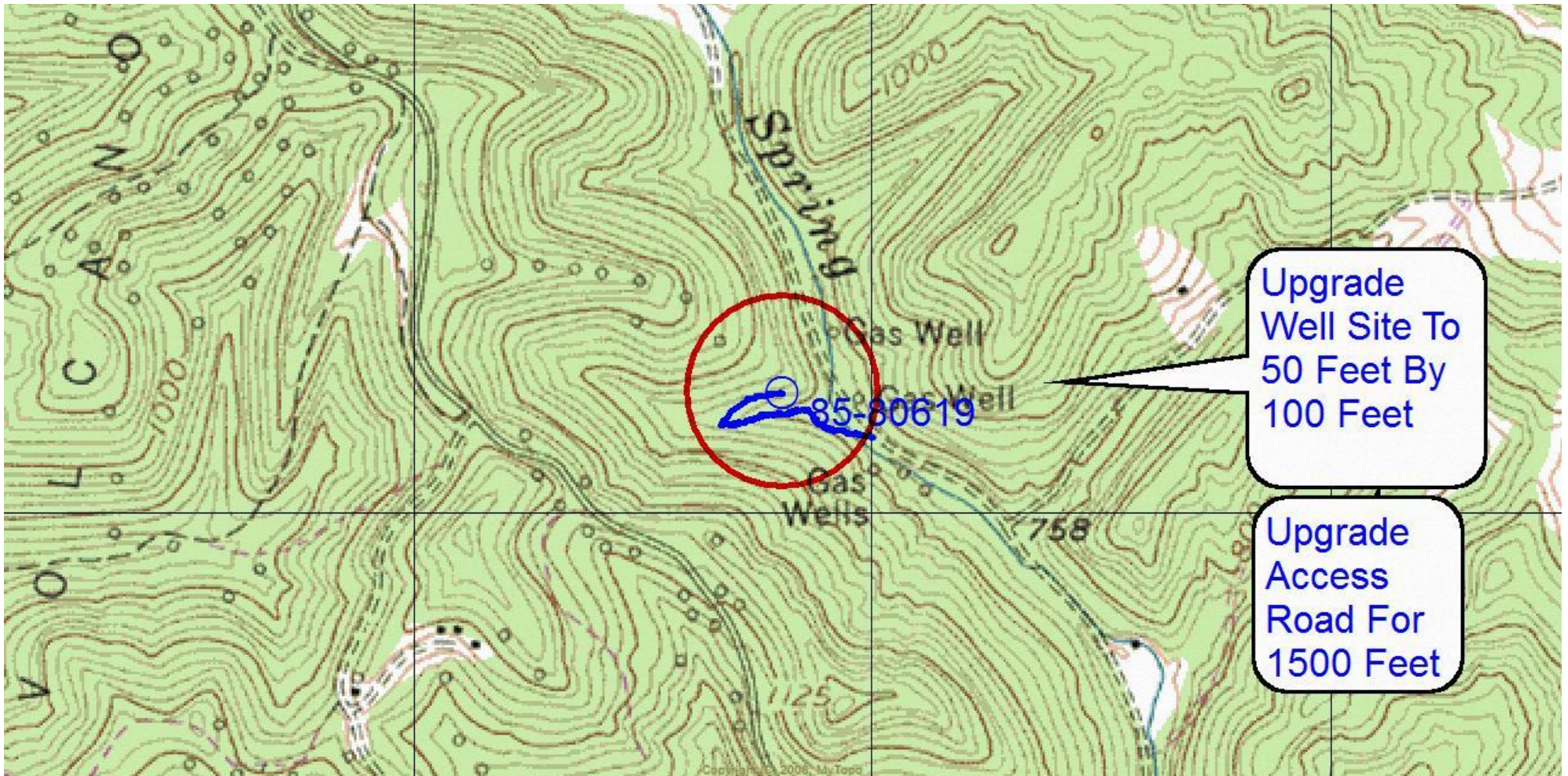
NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
 Revised 6/8/2012

Steel Run #5 Wellbore Schematic (47-085-80619)



5.187 csg at 10 feet below surface it is full of debris and Most likely contains 2 Wooden plugs 4.375 hole is also full of debris and will contain wooden plugs will need to clean Hole out to total depth may encounter 3 inch pipe and/or sucker rods at any point below 25 Feet Expected Total Depth is 400 feet

Steel Run #5 Topo Map (47-085-80619)



WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

OFFICE OF OIL AND GAS

STEEL RUN #5 WELL
PLUGGING PROJECT
API# 47-085-80619

DEP16311

BID PREPARATION, GENERAL PERFORMANCE
STANDARDS AND TECHNICAL SPECIFICATIONS

JUNE 2014

DEFINITIONS

- 1.0 "Bidder" refers to the person, firm, or company offering to furnish the work called for by the specifications herein.
- 2.0 "Chief" shall mean the Chief of the West Virginia Department of Environmental Protection's, Office of Oil and Gas.
- 3.0 "Construction Administrator" refers to the Assistant Chief – Enforcement Section of the Office of Oil and Gas of the West Virginia Department of Environmental Protection.
- 4.0 "Construction Supervisor" refers to the Oil and Gas Inspector Specialist of the West Virginia Department of Environmental Protection, Office of Oil and Gas .
- 5.0 "Contract" refers to a purchase order placed by the West Virginia Department of Administration on behalf of the Department of Environmental Protection and accepted by the Contractor together with these specifications and all other documents incorporated therein by reference.
- 6.0 "Contract Documents" consist of all of the articles, sections, and attachments to the contract, including Information for Bidders, General Conditions, General Requirements, Special Conditions, drawings, specifications, all addenda issued prior to execution of the contract, and change orders and other written modifications issued after execution of the contract and executed by both parties to the contract.
- 7.0 "Contractor" refers to the person, firm or company contracting with the West Virginia Department of Environmental Protection to furnish the work called for in the contract.
- 8.0 "Director" refers to the Cabinet Secretary of the West Virginia Department of Environmental Protection.
- 9.0 "DEP" means the West Virginia Department of Environmental Protection.
- 10.0 "Engineer" shall mean the representative of the Office of Oil and Gas' Engineering Section.
- 11.0 "Inspector" shall refer to DEP's Inspector, who monitors all construction operations at the project site.
- 12.0 "Project" shall mean the Oil and Gas Well Site Project described and referred to by the specifications herein.
- 13.0 "Sub-contractor" refers to the person, firm or company contracting directly with the Contractor and not with DEP to furnish the Contractor with any portion of the work called for by the contract.
- 14.0 "Work" shall be understood to mean and include any and all of the labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by and required to complete the contract.

BIDDING INFORMATION

1.0 RECEIPT & OPENING OF BIDS

- 1.1 BIDS SHOULD BE SUBMITTED ON FORMS PROVIDED BY THE STATE PURCHASING DIVISION. ANY BID RECEIVED AFTER DATE AND TIME OF THE BID OPENING WILL NOT BE CONSIDERED.
- 1.2 Purchasing may consider informal any bid not prepared and submitted in accordance with the above procedure and may waive any informalities in or reject any and all bids.
- 1.3 Bid proposals containing any omission, alterations of forms, additions or conditions not called for, conditional or alternate bids (unless called for), or incomplete bid proposals may be rejected. DEP reserves the right to waive any technicalities as to changes, alterations, omissions or reservations, to the extent allowed by State Purchasing law, and recommend the award in the best interests of DEP.

2.0 ELIGIBILITY REQUIREMENT OF BIDDERS

In order for any bids to be considered or to be eligible for consideration, the bidder should first file a Vendor Registration and Disclosure Statement Form, and obtain a Vendor's Registration Number prior to award of a Purchase Order. The subject Form may be obtained from the State Purchasing Division at the above address, or by calling 304-558-2311.

3.0 PREPARATION OF BID

Each bid should be submitted on the required form and in accordance with the Purchasing Division's requirements. All blank spaces for bid prices should be completed, in ink or typewritten figures.

4.0 METHOD OF BIDDING

DEP invites the bid as indicated in the package furnished by the Purchasing Division of the West Virginia Department of Administration.

5.0 QUALIFICATIONS OF BIDDERS

DEP may make such investigations as it deems necessary to determine the bidder's ability to perform the work, and the bidder shall furnish to DEP all such information and data for this purpose as DEP may request. DEP reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy DEP that such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein. Conditional bids will not be accepted.

6.0 SUB-CONTRACTS

Any person, firm or other party whom the Contractor proposes to award a sub-contract under this contract must be acceptable to DEP.

7.0 FORFEITURE OF BID SECURITY FOR FAILURE TO ENTER INTO CONTRACT

Should the apparent successful bidder fail or refuse to execute and deliver its required bonds for any reason within fourteen (14) days after receiving notice of the acceptance of its bid, the security deposited with its bid shall be forfeited.

8.0 TIME OF COMPLETION & LIQUIDATED DAMAGES

The successful bidder agrees to schedule with the DEP a Pre-Construction Conference within twenty-one (21) calendar days of the purchase order date. The successful bidder agrees to commence work on a date specified in a "Notice to Proceed" issued by the DEP and to fully complete the project within 365 calendar days from said date. Said date shall be set within ten (10) calendar days of the Pre-Construction Conference date. The Contractor must contact the DEP within 10 days of receiving the Purchase Order in order to schedule the Pre-Construction Conference. A Notice to Proceed may be delayed due to adverse weather conditions with written approval from the Construction Administrator. If the contractor fails to complete the work within the time specified in the contract, or any extension thereof, Contractor shall pay to DEP as liquidated damages the sum of two hundred and fifty dollars (\$250) for each day of delay.

9.0 ADDENDA & INTERPRETATIONS

9.1 No interpretation of the meaning of the plans, drawings, specifications or other pre-bid documents will be made to any bidder orally.

9.2 All addenda will be issued by the State Purchasing Division in writing to attendees of the mandatory Pre-Bid Conference. The changes contained therein are the only binding changes to the plans and/or specifications of this project.

10.0 CONDITIONS OF WORK

Each bidder must inspect the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve the successful bidder of any obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Contractor in carrying out its work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11.0 OBLIGATIONS OF BIDDERS

At the time of the opening of bids, each bidder will have inspected the project job site, and will have read and will be thoroughly familiarized with all of the contract documents, including addenda. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder of any obligation with respect to its bid.

12.0 METHOD OF AWARD

The contract shall be awarded to the lowest responsible bidder, in accordance with West Virginia Code Section 5A-3-14.

GENERAL PERFORMANCE STANDARDS

1.0 CORRELATION OF DOCUMENTS

- 1.1 The intent of the contract documents is to include all labor, materials, equipment, operations and transportation necessary for the proper execution and completion of the work. The contract documents are complementary and what is required by one is required by all.
- 1.2 The Contractor shall carefully study and compare the contract documents and shall at once report to DEP any error, inconsistency or omission it may discover. Contractor shall not proceed with the work affected by such error, inconsistency, or omission until resolved to the satisfaction of itself and DEP.
- 1.3 The drawings and specifications are correlative and shall be accepted and used as a whole and not separately. Should any item be omitted from the drawings and be included in the specifications, and be required to complete the work under the contract, it shall be executed as if shown on both and contained in both; except that it is not intended that items or work not applicable or required be provided unless it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results.
- 1.4 In case of disagreement or conflict between drawings and specifications, or inconsistencies, errors, or if omissions be discovered in the drawings and specifications, or if in any part the meaning of either or both shall be considered obscure or uncertain, the Director or his/her authorized representative shall be immediately notified thereof. No work so affected by such circumstances shall proceed until the Director or his/her authorized representative renders a decision and/or interpretation thereon. Words and abbreviations which have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings.

2.0 MATERIALS & WORKMANSHIP

- 2.1 All installed materials and equipment shall be new, and all materials, equipment, and workmanship shall be of a kind and type specified, and in all cases, be of good quality. Contractor shall, if required, furnish satisfactory evidence as to kind and quality of its materials, equipment and workmanship.
- 2.2 The Contractor shall provide and pay for all labor, materials, equipment operations, tools, construction equipment, and machinery, transportation, water, heat, utilities, and other facilities and services necessary for the proper execution and completion of the work. The Contractor at all times shall supply sufficient skilled and other labor necessary to adequately fulfill the requirements of the drawings and specifications, and provide for expeditious and practicable execution of the work to its completion.
- 2.3 The installation or application of all devices and materials shall be in accordance with the manufacturer's installation application data, shop drawings and instructions, unless otherwise provided herein.

3.0 GUARANTEE & MAINTENANCE

- 3.1 The materials and workmanship affected by the Contractor are subject to the guarantee established by custom of the respective trades. In the absence of a trade guarantee custom or a special guarantee provision, the work, both as to the materials and workmanship, shall upon acceptance of final payment by the Contractor be considered guaranteed by the Contractor for one (1) year from the date of the acceptance of the work. Neither the final acceptance nor the final payment shall relieve the Contractor of responsibility for negligence or faulty materials, and for defects appearing within the guarantee period shall be remedied at the expense of the Contractor upon written notice.
- 3.2 During the one-year guarantee period, the Contractor will maintain the project to the conditions existing at the date of the acceptance of the work. Any failures due to the negligence or workmanship of the Contractor in any of the work which develop during the guarantee period shall be corrected by the Contractor at its expense.
- 3.3 The one-year guarantee period shall not be construed as being an extension of the performance time allotted for work under the contract.
- 3.4 Guarantees concerning revegetation may be further defined in the technical specifications contained herein.

4.0 INSURANCE & WORKER'S COMPENSATION

4.1 Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance.

The Contractor shall maintain insurance as follows:

- (a) Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$2,000,000.00 for bodily injury and property damage for each occurrence and not less than \$1,000,000.00 aggregate.

The required insurance must be written by a company or companies licensed to do business in West Virginia at the time the policy is issued and the policy must be countersigned by a licensed resident agent.

- (b) Contractor shall either (1) require each of the subcontractors to procure and to maintain, during the life of its subcontract, subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified in paragraph (a) above, or (2) insure the activities of its subcontractors in its own policy.

Contractor agrees to indemnify and hold harmless DEP from all liability for personal injury, including death resulting therefrom, and against all liability for property damage sustained by any person or persons, including persons employed by Contractor or subcontractors, which is caused in whole or in part by an act or omission, negligent or otherwise, of the Contractor, its agents, servants, or employees, and to assume the defense of any action brought by such persons to recover damages, and to pay all

costs and expenses, including attorney's fees, incurred by DEP as result thereof.

Each party to the contract shall promptly notify the other of the assertion of any claim against which such party is held harmless pursuant to this Section, shall give such other party the opportunity to defend any such claim, and shall not settle any such claim without approval of the indemnifying party.

4.2 Proof of Carriage of Insurance.

The Contractor shall provide DEP, before work commences, with certificates issued by the insurance company or companies issuing the insurance policies required by this Section. The certificates shall show the type, amount, class of operations covered, effective dates, and dates of expiration of such policies. Such certificates shall provide that written notice shall be given to DEP prior to expiration, cancellation, or modification of any such policy, and shall contain substantially the following representation: "The insurance covered by this certificate will not be canceled, or materially modified or altered, except after ten (10) days written notice has been verified as received by the West Virginia Department of Environmental Protection".

4.3 Worker's Compensation Insurance.

All employees of the Contractor, and of subcontractors engaged in the work of this contract, shall be covered by West Virginia Worker's Compensation Insurance. Certificates shall be provided to DEP by the Contractor and subcontractors showing compliance with the Worker's Compensation Laws of West Virginia.

5.0 LABOR LAWS, WAGES, AND OTHER CONDITIONS

5.1 The Contractor shall obey and abide by all laws of the State of West Virginia, particularly with respect to the carrying out of public improvements.

The Contractor shall not pay less than the established prevailing minimum wage rate for each particular class of employment in the county in which the work is being performed.

5.2 During the performance of this contract, the Contractor agrees as follows:

(a) Termination of Contract by DEP. 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.

(b) Legal Remedies. Unless otherwise provided by law or elsewhere in this contract, all claims, counter-claims, disputes and other matters in question between DEP and the Contractor arising out of, or relating to, this contract or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of West Virginia.

5.3 Wages.

Attention is called to the prevailing rates of wages to be paid for labor on public improvements in County, West Virginia, as determined by the West Virginia Department of Labor. A copy of wage rates shall be posted in a conspicuous location on the job site. Copies of the wage rates are included herein, however, it is the responsibility of the Contractor to pay the wage rate in effect when the project was bid. The Contractor is to maintain and have available for inspection by DEP, upon request, certified copies of its payrolls.

The contractor/subcontractors shall pay the higher of the U.S. Department of Labor Davis-Bacon Act or the WV Prevailing wage rate as established for various county, pursuant to West Virginia Code 21-5A, Et, Seq. and 42CSR7 Rules & Regulations for the WV Prevailing Wage Act. For prevailing wage rates, please refer to <http://www.sos.wv.gov>

6.0 SUBCONTRACTORS

6.1 Unless otherwise required by the contract documents, the Contractor, as soon as practicable after award of the contract, shall furnish DEP in writing the names of subcontractors (including those who are to furnish materials or equipment fabricated to special design) proposed for performing portions of the work.

6.2 DEP reserves the right to disapprove any proposed subcontractor whose record of performance does not establish its experience, competence, and financial ability to perform the work for which it is proposed. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and DEP.

7.0 TIME

7.1 The date of commencement of work is the date established in a written "Notice to Proceed" issued by DEP to the Contractor. The date of completion shall be the date that DEP finds the work acceptable under the contract documents and the contract fully performed.

7.2 Delays & Extensions of Time.

(a) It is agreed that if the Contractor should be unavoidably delayed in fulfilling its obligations under this contract by acts of Providence or general strikes, or by Court injunctions, or by stopping of the work by DEP because of any Contractor toward final completion of the work hereunder, DEP may require the Contractor to prepare an itemized estimate of the amount of work performed, and material and equipment stored under the contract since the date of the last preceding estimate and Application for Payment. DEP may request that the Contractor submit such estimate along with supporting documentation in the form of certified payrolls, material invoices, weight slips, and Applications for Payment. Contractor is to maintain and have available such records for inspection by DEP upon request.

8.0 PAYMENTS & COMPLETION

8.1 Contract Sum.

The contract sum as stated in the Contractor's executed Contract Acceptance Form, including any authorized adjustment(s) thereto, is the total amount payable by DEP to the Contractor for the performance of the work under the contract documents.

8.2 Schedule of Values.

Before submitting its first Application for Payment, the Contractor shall submit to DEP a schedule of values allocated to the various portions of the work, prepared in such form and supported by such data to substantiate its accuracy, as DEP may require. This schedule shall be used only as a basis for the Contractor's Applications for Payment.

8.3 Basis of Payment.

The Contractor will submit an itemized invoice to the DEP upon completion of plugging work and reclamation. In the event that a project exceeds a 30 day work period, the Contractor will be permitted to submit monthly invoices for actual services rendered. Invoices will then be submitted monthly or upon completion of the project, whichever occurs first.

8.4 Payments Withheld.

The Director may decline to approve an estimate or Application for Payment, to the extent necessary to protect DEP from loss because of:

- (i) Unsatisfactory, unrepresentative, and unverified amounts and Items.
- (ii) Unfulfilled provisions.
- (iii) Defective work not remedied.
- (iv) Unsatisfactory performance of the work by the Contractor.
- (v) Failure of the Contractor to make payments properly to subcontractors, or for labor, materials, or equipment.
- (vi) Reasonable doubt that the remaining work can be completed for the unpaid balance of the contract sum.
- (vii) Reasonable indication that the work will not be completed within the contract time for completion.
- (viii) Third party claims filed, or reasonable evidence indicating probable filing of such claims.
- (ix) Damage to another contractor.

8.5 Final Completion & Final Payment.

- (a) Upon notice from the Contractor that the work is ready for final inspection, the Construction Supervisor will promptly make such inspection. If the Construction Supervisor upon his/her inspection finds the work acceptable under the contract documents and the contract fully performed, the Contractor shall submit a Final Invoice for Payment to DEP for processing. Also, final quantity calculations shall be submitted to DEP at the final inspection conference by the Contractor.
- (b) Final payment to the Contractor will be processed by DEP upon fulfillment of the provisions of the contract documents and the conditions thereof.
- (c) The processing of final payment and the processing of payment of retained percentage shall constitute a waiver of all claims by DEP except those arising from:
 - (i) Unsettled liens.
 - (ii) Faulty or defective work appearing after final completion.
 - (iii) Failure of the work to comply with requirements of the contract documents.
 - (iv) Terms of any special warranties required by the contract documents.
- (d) The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final invoice. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligation under the contract documents, or the Performance Bond, and the Labor and Material Payment Bond. (See 9.1 below.)

9.0 SURETY BONDS

- 9.1 The Contractor shall provide and deliver to DEP's Buyer at the Purchasing Division of the Department of Administration at the time of execution of the contract, and prior to the performance of the work, satisfactory surety bonds in an amount of not less than one hundred percent (100%) of the contract sum which shall include a Performance Bond and Labor and Material Payment

Bond, with sureties acceptable to DEP's Buyer, for the faithful fulfillment of the contract within the time specified. Said bonds shall also save and hold harmless DEP from all liens and claims arising out of the work. The Contractor shall pay for the bonds.

- 9.2 In the event that the surety on any contract or payment bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in this State revoked as provided by law, the Director may at his/her election, withhold payment or any estimate until the Contractor shall give a good and sufficient bond in lieu of the bond so executed by such surety.

9.3 Power of Attorney.

Attorneys-in-Fact who execute surety bonds issued pursuant to this Section must provide with each such bond a certified and properly executed Power of Attorney.

9.4 Bond Release.

Bonds will be released upon completion of the guarantee period and acceptance of the project by DEP.

10.0 CHANGES IN THE WORK

10.1 Change Orders.

- (a) DEP, without invalidating the contract, may order or the Contractor may request changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.
- (b) A change order is a written order to the Contractor, properly executed as to form, issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or contract time. The contract sum or contract time may be changed only by a change order. A change order issued to the Contractor indicates its agreement therewith, including the adjustment in the contract sum or contract time set forth therein.
- (c) The cost or credit to DEP resulting from a change in the work shall be determined in one or both of the following ways:
 - (i) By mutual acceptance of a lump sum properly itemized.
 - (ii) By unit prices stated in the contract documents or subsequently agreed upon.
- (d) If none of the methods set forth in 16.1(c) above is agreed upon, or the work to be performed is agreed by DEP and Contractor to be of such nature that it cannot be estimated in advance with sufficient exactness for mutual agreement, then DEP may direct the Contractor to perform the work by change order in accordance with the following provisions, and the Contractor shall promptly proceed with the work:
 - (i) The work shall then be performed for an amount equal to the actual and necessary net cost to the Contractor for material and labor cost necessarily used therein, including all taxes and delivery costs for materials, all required extra costs on labor, plus cost for superintendents, power, use of tools, equipment, plant, plus the Contractor's normal charge under the contract for overhead and profit. The Contractor shall keep and present to DEP for inclusion in the change order complete itemized accounting for all materials, complete identified time and payment records for all employees,

and workmen actually performing the work covered by the change order, the cost accounting of work performed by subcontractors for work covered by the change order. DEP reserves the right to require verifications of all costs covered under the change order.

- (ii) The amount of credit to be allowed by the Contractor to DEP for any deletion or change which results in a net decrease in the contract sum will be the actual net cost. When both additions and credits covering related work or substitutions are involved in one change, the allowance for overhead and profit shall be figured only on the basis of the increase, if any, with respect to that change.

- 10.2 The Director is the only individual who can execute a change order committing DEP to the expenditure of public funds. No person other than the Director or his/her authorized representative can make any changes to the terms, conditions, contract clauses, or other stipulations of this contract.

The Contractor shall not accept any instructions issued by any person other than the Director or his/her authorized representative regarding changes in the work under the contract which affect the contract sum and/or contract time. No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Director or his/her authorized representative, which may be received from any person employed by DEP or otherwise, shall be considered grounds for deviation from any stipulation of the contract.

- 10.3 Minor Changes in the Work.

Notwithstanding the requirements of Section 10.2 above, the Director or his/her authorized representative shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents. Such changes may be affected by field order or by other written order. Such changes shall be binding on DEP and the Contractor. The Contractor shall carry out such written orders promptly.

- 10.4 Omissions.

DEP may omit any item or items in the contract, provided that the notice of intent to omit such item or items is given to the Contractor before any material has been purchased or labor involved has been performed, and such omission shall not constitute grounds of any claim for damages or loss of anticipated profits. DEP may omit any item or items shown the estimate, at any time, by agreeing to compensate the Contractor for the reasonable expense already incurred and to take over at actual cost any unused material purchased in good faith for use for the item or items omitted.

11.0 ASSIGNMENT OF CONTRACT

Contractor shall not assign or transfer this contract or sublet it as a whole without having first obtained the written consent of DEP to do so; and it is likewise agreed that the Contractor shall not assign legally or equitably any of the moneys payable to it under the contract, or its claim thereto, without having first obtained the written consent of DEP to do so.

12.0 QUALITY STANDARDS, APPROVALS

- 12.1 Notwithstanding reference in the specifications or on the drawings to any article, item, product, material, equipment, or system by name, brand, make, or manufacturer, such reference shall be intended and interpreted as establishing a standard of quality, and shall not be taken, regarded, or construed as limiting competition.
- 12.2 Any article, item, product, material, equipment, or system which will perform adequately and satisfactorily the duties imposed by the general design will be considered equally acceptable to that specified or referenced, providing the article, item, product, material, equipment, or system so proposed is equal in quality, substance, design, manufacture, function and performance as that specified or referenced, and adjudged and determined to be so in the opinion of the Construction Supervisor and is approved by him/her. The approval of the Construction Administrator is required before purchase and installation.

12.3 Approvals.

Where the term "of approved manufacture" appears in the specifications, or an "approved" or "approved as equal" article or item is referred to, it shall mean that the article, item, workmanship, or material must meet the approval of the Construction Supervisor.

13.0 PROJECT MEETINGS AND CONFERENCES

- 13.1 The following meetings shall be scheduled and held prior to commencement of the project and during execution of the work. DEP will schedule such meetings and advise all parties concerned by written notice of the date, time, and location of such meetings.
- (a) Pre-Bid Conference. Conference with Engineer, bidders and appropriate DEP personnel as necessary, and others directly concerned for explanation of bidding and contract documents, project site familiarization as required, and for answering questions pertinent to the project. Attendance by bidders is mandatory in order to be eligible to bid on the project.

A date and time will be set for the mandatory on-site Prebid Conference. 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 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.

- (b) Project Meetings. Meetings shall be held at periodic intervals throughout the construction contract period for discussion of matters pertinent to the execution and administration of the project. The Construction Administrator, Engineer, Construction Supervisor, Inspector, Contractor and/or its Superintendent, Subcontractors, Project Foremen, as required, and others directly concerned, as necessary, shall attend the meetings.

14.0 AUTHORITY & DUTIES OF INSPECTORS

- 14.1 The Inspector, as the Director's authorized representative, is authorized to make minor field changes to the plans and specifications that do not involve an increase or decrease in the contract sum or an increase or decrease in the contract time. The Inspector shall be authorized to inspect all work done, all material furnished, payroll records of personnel, material invoices and relevant data and records of the work, and the preparation, fabrication, or manufacture of the materials to be used. The Inspector is not authorized to revoke, alter, or waive any requirements of the plans and specifications that result in an increase or decrease in the amount of compensation due the Contractor or an increase or decrease in the contract time. The Inspector is authorized to call to the attention of the Contractor any failure of the work or materials to conform to the plans and specifications. The Inspector shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Construction Administrator.
- 14.2 The Inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the Contractor. However, the contractor shall follow the advice of the onsite supervisor as it is given to the well bore and well control and other safety issues. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Construction Administrator in any way, or releasing the Contractor from fulfilling all of the terms of the contract.
- 14.3 If the Contractor refuses to suspend operations on verbal order, the Inspector shall issue a written order giving the reason for ordering the work to stop. After placing the order in the hands of the person in charge, the Inspector shall immediately leave the job, and the Contractor shall cease all operations.

15.0 DOCUMENTS, SHOP DRAWINGS, ETC., AT THE SITE

- 15.1 The Contractor shall maintain at the project site for DEP one (1) record copy

of all drawings, specifications, addenda, change orders, and other modifications, in good order, marked currently to record all changes made during construction, and all approved shop drawings, product data, and samples, properly filed and referenced. All such documents and samples shall be delivered to the Construction Supervisor upon completion of the work.

- 4.2 The Contractor shall furnish the Inspector in writing two (2) sets of daily reports showing all personnel (by classification), equipment, and tools engaged in the work, for use in accounting records.
- 4.3 The Contractor shall be responsible for submitting a daily activity summary which shall be used to report progress of the various construction activities performed at the subject site. The summary report shall be submitted to the Inspector on a weekly basis on the prescribed forms. Processing invoices may be delayed if summary reports are not submitted.

16.0 PROTECTION OF WORK; DAMAGES

16.1 Protection and Replacement of Work.

- (a) The Contractor shall protect its work from damage of any kind until completion of construction. Each contractor or sub-contractor shall adequately protect all preceding work from damage caused by it or its work. Should any part of the construction be subject to freezing or exposure to the elements, the same shall be fully protected to prevent damage.
- (b) The Contractor and each sub-contractor shall provide protection against weather, frost, freezing, storms, and heat, to maintain all work, materials, installations, and equipment safe from injury and damage. The Contractor shall provide temporary covering and closures in the construction as required to protect it from damage by weather, until permanent construction provides such protection.
- (c) Damaged or defective work must be replaced; all other work injured or damaged in the replacing of such work or in any way incidental thereto must be brought back to its original condition or replaced by the Contractor performing the work, without additional cost to DEP.

17.0 CLEANING & FINAL CLEAN-UP

17.1 Housekeeping - Periodic Cleaning.

The Contractor shall at all times keep the construction site free of accumulations of waste materials and rubbish caused by its operations. Periodically during the progress of the work, and also when directed to do so by DEP, the Contractor shall remove, or cause to be removed by sub-contractors responsible, accumulated waste materials, rubbish, and debris, and leave the construction area in good order.

17.2 Final Clean-Up.

The Contractor at all times shall dispose of all debris and waste resulting from work at the Contractor's dump site. The Contractor shall not put or spill any

materials into any drainage system which would pollute area streams or waterways. The Contractor shall be liable for any stream pollution caused directly or indirectly by its own employees or those of its sub-contractors.

17.3 DEP's Right to Clean-Up.

Should disputes arise between Contractor and separate contractors, or sub-contractors as to responsibilities for cleaning-up, and refusals to do so result therefrom, DEP may perform the clean-up and charge the cost thereof to the Contractor, the contractors, or sub-contractors responsible therefor, as DEP shall determine fair and just.

17.4 Waste Removal/Disposal

All disposed waste material (liquid or solid) must include manifest to be included with the final project invoice.

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and professional services for for the plugging of the oil and natural gas well and the reclaiming of all land disturbed in association with the plugging operations in accordance with West Virginia Code 22-6. The General Performance Standards (GPS) shall apply to all items. The work necessary on this site will include the following items:

- 1) Rig should be of a modern type capable of pulling 150 percent of the heaviest hook load anticipated. Rig should be equipped with both sand line and a drum line. Rig shall have the ability to use both cable tools and rotary type equipment. Rig will be equipped with a walking beam and cable tools such as stinger, drill stem, jars, bailers of various sizes, and an assortment of cable tool bits, and a sinker bar as part of rig price per hour. Rig crew will consist of a qualified rig operator and two hands.
- 2) Trucking will be used to mobilize and demobilize equipment to site. Will be used for transportation of supplies and water to site and for the disposal of fluids and cuttings and other waste associated with plugging and reclamation activities. Trucking rates will include qualified operators. All trucks are to be oil field equipped trucks. Bid will cover the following type trucks:
 - a. tandem truck with winch
 - b. flat bed with winch
 - c. tractor and trailer with winch
 - d. tractor and trailer without winch
 - e. vacuum truck minimum 70 barrels
 - f. dump truck tandem
 - g. pickup truck
- 3) Dozers with winches and tilt blades will be used for grading and the spotting of equipment. As needed and shall be in good working condition and sized as indicated on bid sheet.
- 4) Excavators and Backhoes shall be used in the construction on access road and site, and should be of modern type and in good working conditions, will also be used in the moving of tools and equipment during the drilling operations. Size is indicated on bid sheet.
- 5) Power swivel is the drive unit for the drill string and will be a minimum of a 25 ton hydraulic unit, power source shall be included in bid; will be used in the cleaning and drilling of the well bore.

- 6) Mud pump will be used for all circulation of well bore during all cleaning and drilling operations. It will be a minimum of a 4x6 inch duplex pump and will be bid per hour with all hose and connections included.
- 7) Power tongs are used to put tubulares and casings together and take apart. There will be a need for the following sizes. Power tongs are bid at a per day rate.
 - a. 4 ½ inches or smaller
 - b. Over 4 ½ inches up to 8 5/8 inches
- 8) Pipe cutting is the separation of tubing and casing found in the well bore. And may be accomplished in various ways. Cable tools with knife, or with log truck and shots, and rotary type cutting tools. And will be in various sizes as found in the well bore.
 - a. 4 ½ inches to 8 5/8 inches
 - b. 2 3/8 inches to 3 1/2 inches
- 9) Down hole camera is an instrument used in viewing down hole conditions. It aids in identifying conditions such as mis-aligned casing and pipe.
- 10) Casing and tubing purchase is necessary when casing and tubing must be left in the well bore when plugging is complete. In these instances we purchase these items at a per foot rate. Slips and elevators will be provided by the contractor.
 - a. 24" conductor casing
 - b. 53/16 pipe
- 11) Casing tubing and pipe rentals are needed when tubing and casings may be used in the well bore and recovered in such instances. We will rent these items from the contractor on a per foot rate. This will include various sizes that will be determined by the well bore. Slips and elevators will be provided by the contractor.
- 12) Trash pump is 3-inch and shall be of industrial grade with all hose and fittings included and shall be used to transfer water and other plugging fluids from place to place. Pump is bid at a per day rate.
- 13) Office Trailer /doghouse will be the central meeting place for personnel to meet and discuss well work and keep plans and other documents necessary. Will be bid at a weekly rate.
- 14) Water Tank shall be of 100 barrels or greater and will be used for the storage of fresh water use in the plugging operation.

- 15) Oil tank disposal, contractor will remove the tank/s when encountered. Tank removal will be on a per tank basis and trucking and labor is not included.
- 16) Disposal of gel there are instances where gel fluids from the plugging operations may need to be disposed of in which case they should be hauled to a certified landfill and a copy of the manifest shall be provide to DEP this will be on a per barrel basis. Trucking is not included in price.
- 17) Salt water disposal are instances where salt water is returned to the surface due to the plugging operations and must be disposed of at a Underground Injection Control (UIC) well. The contactor will transport this to a UIC well for disposal at a per barrel rate. Trucking will be included and the contractor will provide manifest and invoice to DEP
- 18) Disposal of drill cuttings are instances where drill cuttings are returned to the surface during plugging operations; in these instances the contractor will haul these to a certified disposal site and are priced on a per ton basis trucking not included. The contractor will provide a manifest to WVDEP.
- 19) Aqua gel will have dual use, it shall be used to increase the viscosity of the drill fluid and also as spacers between the cement plugs. Aqua Gel Mixed and Pumped will be bid per 50 pound sack and will include trucking and labor.
- 20) Cement mix and pumped shall be used to cement casing and tubular in the well bore and for cement plugs. Cement will be a portland Class A cement with no other additives. Cement will be bid per 94 pound sack and trucking and labor is included.
- 21) Gravel will be lime stone and size will be determined by the application it is being used for. Gravel will be bid by the ton and trucking and labor is included.
- 22) Plastic Culverts will be utilized to create proper drainage in access roads and out fall protection will be placed at the discharge end of culverts were needed. Culverts will be bid per foot.
- 23) Steel mud pit will have a divider to expedite the settling of cuttings and debris flushed from the well bore. Steel mud pits may also be used to store plugging fluids from the well The steel mud pit will be bid per pit needed.

- 24) Pit liner each in some instances a standard plastic pit liner will be used in earthen pits to contain cuttings and debris flushed from the well bore.
- 25) Lime will be a quality grade pelletized lime and will be used in the reclamation of the site and access roads. All disturbed areas will be treated at a rate of two tons per acre as a standard. Lime will be bid as a unit will consist of one 40# bag.
- 26) Fertilizer will be of agriculture grade 10-10-10 and will be 50 pound sacks and will be applied at a rate of 500 pounds per acre.
- 27) Seed type and amounts will be determined by the DEP as per site location and will be listed on the plugging permit. Seed will be bid by the pound.
- 28) Mulch will be either straw or hay and will have a minimum of 90 percent cover type of mulch will be specified on bid and in plugging permit; straw and hay will be bid by the bale.
- 29) Brush/Roustabout crews will be utilized in site construction and reclamation and will include a pickup and hand tools.
- 30) Additional labor is general labor performing tasks that rig crew does not have time to do.
Pay item 37 per hour
- 31) Silt Fence shall be the type sold in one hundred foot rolls with stakes pre attached and will be installed at the completion of construction silt fence will also be removed at the completion of reclamation.
- 32) Monument will be a minimum of 6 inch in O.D. and will be fifteen feet long and should be set in well bore so that on final grade will be a minimum of 30 inches above final grade monument will have the API Number (47- 017-01111) attached to monument.
- 33) Portable Toilet will be provided by the contractor for the site and will be responsible for the removal of the toilet at the completion of the project.
- 34) Drill pipe a heavy wall tubular used in drilling and clean the well bore. The contractor will provide drill pipe at a per foot per well rate. Size of pipe will be determined by the DEP and slips and elevators to be provide by the contractor.

- 35) Drill Collars thick wall tubular used for weight in the drilling and cleaning of the well bore. Drill collars (Per Well, per Collar) slips, elevators and wedding band included. Size of Drill collars will be determined by the DEP.
- 36) Tooth Drill Bits are tri cone drill bits used in the cleaning and drilling of debris and wooden plugs found in well bores. Size will be determined by the well bore. Tooth Bits will be on a per bit used basis and will be 4 7/8" and smaller.
- 37) Welder/Cutting Torch the Contractor will provide all welding / cutting torch equipment on a Per hour basis with a qualified operator
- 38) Rotating Head is used in well control and in stripping operations and to direct the flow of fluids coming from the well the contractor will provide a rotating head on a per well basis. Well bore will determine the size of rotating head. (7 inch or smaller)
- 39) Blow Out Preventer is used in control of the well in case of a blow out size will be determined by the size of the well bore. (7 inch or smaller)
- 40) Oil Absorbent Supplies these items are used to absorb and contain oil as directed by the DEP.
- a. Booms will be per each (10 foot)
 - b. absorbent pads will be by bundle (2' x 2')
 - c. roll peat sorb will be by the 50# bag
- 41) Supervisor on site the Contractor will provide a site supervisor to direct the work being done also to be sure all safety procedures are being followed this person will report to the DEP Site Supervisor as to status of supplies and progression of work of well work and to see that all equipment is in good repair.
- 42) Subs are used to connect various types of tubular pipes and casings and shall be per each per well. string floats are also included in this group.
- 43) Various Mills Per Mill Per Well in some instances a mill will be used to grind off tubular pipe in the well bore to get a flush smooth surface to allow other fishing tools to enter inside or over the tubular mill size will be determine by the sizes of the well bore and tubular.
- 44) Junk Basket is part of the drill string used to catch junk metal too heavy to wash to the surface when drilling and cleaning the well bore will be bid per well.

- 45) Sand Pump 4inch -8 Inch is a syringe type tool use to pump sand and cuttings from the well bore .well bore size will determine the size of the sand pump used. and will be bid per well.
- 46) Cherry Picker 4 to 8 inch is a tubular of 4 feet in length with a taper hole and a slot can be used to retrieve items from well bore and a good tool to drill wood plugs this tool is run on the stem and is used with jars. well bore will determine the size of cherry picker - per well.
- 47) Three Prong Grab 4 inch to 8 inch sometimes called the devil's fork is used to retrieve junk from the well bore will normally be run on sand line, and well bore will determine size. will be bid per well.
- 48) Tubing Spear (1inch to 3 1/2 inch) are grapple tools that will go inside of tubing that are inside of the well bore size to be determine by tubing encountered tubing spear per well.
- 49) Casing spear is a grabbed tool used to fish casing left in the well bore casing spears size will be determined by the size of casing being fished.
- 50) Overshot (1 inch – 3 1/2 inch) this is a grapple tool used to fish tubular pipe and casing by going over the outside of item being fished per well size to be determined by the size of the fish. With all grapples and working components.
- 51) Overshot (4inch to 8 5/8 inch) this is a grapple tool used to fish tubular pipe and casing by going over the outside of item being fished per well size to be determined by the size of the fish. With all grapples and working components.
- 52) Center spear this tool is a expanding type spear that maximizes expansion tubing or casing will determine the size to be used per well.
- 53) Impression Block is a lead block that goes on the bottom of the fishing to give you a impression of what is in the hole and you can then determine the best fishing tool size will be determine by well bore size per well.
- 54) Magnet (3 inch to 7 inch) magnetic tool used to fish metal objects from the well bore size may be determine by the well bore and the size of fish per well.