



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

Solicitation

NUMBER
DEP16253

PAGE
1

☐ RFQ COPY

Fireball Construction & Reclamation, LLC
PO Box 836
Mt. Gay, West Virginia 25637

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

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

DATE PRINTED
06/18/2013

BID OPENING DATE: 08/01/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73	176,200	176,200
RECLAMATION: RESTORATION OF LAND						
REQUEST FOR QUOTATION						
SPECIAL RECLAMATION/BOND FORFEITURE PROJECT						
THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF CUB BRANCH DEVELOPMENT NOW UNDER REVOKED PERMIT NUMBER(S) S-5034-87/U-5035-87 THIS SITE CONSISTS OF APPROXIMATELY 5 ACRES AND IS LOCATED NEAR BREEDEN, WV, MINGO 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.						
THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
DIRECTIONS TO PRE-BID: FROM RT 119 SOUTH TAKE EXIT 73 TOWARDS LOGAN, EXIT AT MUDFORK ROAD/SOUTHERN WEST VIRGINIA COMMUNITY COLLEGE, TURN RIGHT AT BOTTOM OF RAMP ONTO CR5. TRAVEL TO INTERSECT WITH CR 5/4 DINGUS MT ROAD. TRAVEL TO TRANSITION TO CR3/2 AT MINGO CO LINE, TRAVEL TO TRANSITION WITH CR3/5 AT DINGUS TUNNEL GO TOWARDS BREEDEN AND CABWAYLINGO STATE PARK. FROM BREEDEN POST OFFICE TRAVEL APPROX 1.7 MILES TO UNMARKE						

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-687-2739	7-28-13
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
OWNER - PROJECT	46-3082881	

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



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

☐ RFQ COPY
☐ TYPE NAME/ADDRESS HERE

Fireball Construction & Reclamation, LLC
PO Box 836
Mt. Gay, West Virginia 25637

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

DATE PRINTED
06/18/2013

BID OPENING DATE: 08/01/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				CR 3/1. GO 0.6 MI AND TURN RIGHT ONTO HAUL ROAD AT OLD YELLOW PIPE GATE, GO 0.2 MI TO PROJECT SITE. CONTACT & PHONE # STEPHEN NESTOR 304-926-0499, EXT. 1400		
***** THIS IS THE END OF RFQ DEP16253 ***** TOTAL:						\$ 176,200
SIGNATURE <i>[Signature]</i> TELEPHONE 304-687-2739 DATE 7-28-13						
TITLE Owner - Partner FEIN 46-3082881 ADDRESS CHANGES TO BE NOTED ABOVE						

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☒ A MANDATORY PRE-BID meeting will be held at the following place and time:

07/10/2013 at 10:00 AM

Near Breedon, WV
(Mingo County)

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 07/15/2013

Submit Questions to:

Frank Whittaker

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: frank.m.whittaker@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: Frank Whittaker
 SOLICITATION NO.: DEP 16253
 BID OPENING DATE: 8-1-13
 BID OPENING TIME: 1:30 PM
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
 ☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

08/01/2013 at 1:30 PM

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on

 and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- ☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 365 days.
- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - ☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- ☒ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100%. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

☒ **Commercial General Liability Insurance:**
\$2,000,000.00 or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

☒ \$2,000,000.00 Aggregate

☒ \$2,000,000.00 Automobile Liability

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

<input checked="" type="checkbox"/>		<i>Fireball Construction & Restoration</i>
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

two hundred fifty dollars (\$250.00) per day	for	each day of delay
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This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://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 Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- ☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- 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 or

such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Fireball Construction & Reclamation

Contractor's License No. [REDACTED]

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

- c. **Required Information.** The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work
 - d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
 - e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

<p>Cub Branch Development Permit Nos. S-5034-87 & U-5035-87</p>	<p>BUYER 23</p>	<p>PAGE</p>	<p>REQ. or P.O. No. DEP16253</p>
<p>DIRECTIONS TO SITE (1 of 2)</p>			

Project is Located in Mingo County, WV:

From general Huntington area:

Using US 52 south or SR 152, travel to intersection of the two routes north of Crum, WV.

Travel US 52/SR 152 south approx. 2.5 miles to unmarked left turn within sight of WVDOH garage.

Turn left on unmarked 4-lane divided roadway traveling approx. 2.0 miles to end of new 4-lane roadway.

Exit 4-lane with right turn, travel approx. 100 yards to junction with unmarked 2-lane divided roadway (Jennies Creek Rd, CR 2).

Turn left on 2-lane divided Jennies Creek Rd./CR 2.

Travel Jennies Creek Rd./CR 2 across Breeden Mtn./Breeden Gap to intersection with CR 3/5 on West Fork Twelve Pole Creek.

Turn left on CR 3/5. Travel approx. 1.2 miles to intersection with CR 3/1.

Turn right on CR 3/1 and travel uphill approx. 0.6 miles to right turn onto haulroad at old yellow pipe gate.

Travel approx. 0.2 miles to project site.

From Williamson area:

Travel US 52 north through Kermit to Wayne County line marker.

Approx. 6.3 miles past the Wayne County line, turn right on to Silver Creek access road.

At top of Silver Creek access road grade, turn right onto new 4-lane divided roadway.

Travel to end of new 4-lane roadway.

Exit 4-lane with right turn, travel approx. 100 yards to junction with unmarked 2-lane divided roadway (Jennies Creek Rd, CR 2).

Turn left on 2-lane divided Jennies Creek Rd./CR 2.

Travel Jennies Creek Rd./CR 2 across Breeden Mtn./Breeden Gap to intersection with CR 3/5 on West Fork Twelve Pole Creek.

Turn left on CR 3/5. Travel approx. 1.2 miles to intersection with CR 3/1.

Turn right on CR 3/1 and travel uphill approx. 0.6 miles to right turn onto haulroad at old yellow pipe gate.

Travel approx. 0.2 miles to project site.

<p>Cub Branch Development Permit Nos. S-5034-87 & U-5035-87</p>	<p>BUYER 23</p>	<p>PAGE</p>	<p>REQ. or P.D. No. DEP16253</p>
<p>DIRECTIONS TO SITE (2 of 2)</p>			

From Logan area:

Exit SR 119 at exit #73 to Logan, travel toward Logan.

Exit right on Mudfork Road/Southern West Virginia Community College exit.

Turn right at bottom of exit ramp onto Logan CR 5.

Travel CR 5 to intersect with CR 5/4 (Dingus Mt. Road).

Travel CR 5/4 to transition to Mingo Co. CR 3/2 at Mingo County line.
NOTE: Travel on this road may be hazardous with current coal haulage and numerous one lane bridges and several tunnels.

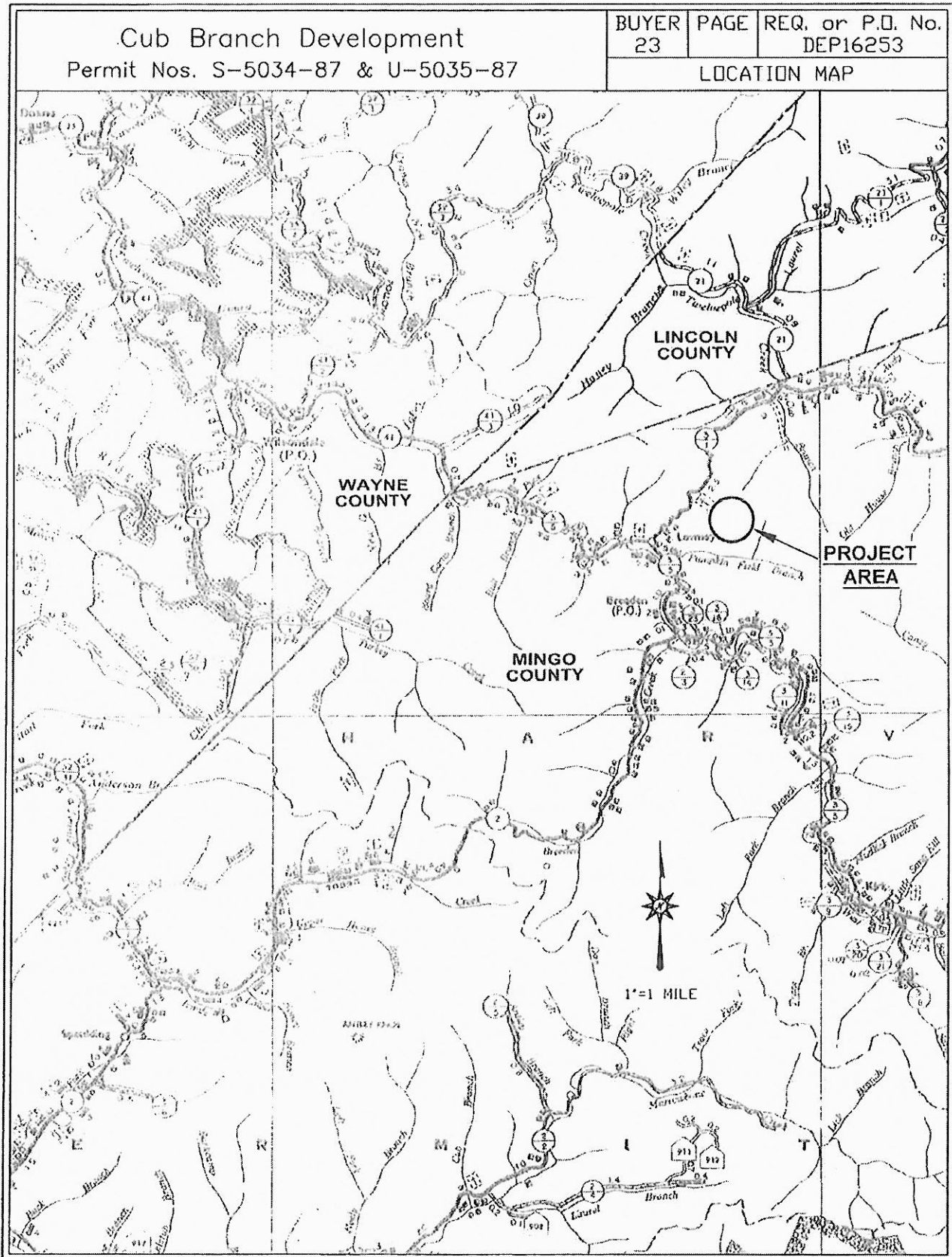
Travel CR 3/2 to transition with CR 3/5 at Dingus Tunnel area.

Travel CR 3/5 toward Breeden area and Cabwaylingo State Park.

From Breeden Post Office on CR 3/5 travel approx. 1.7 miles to right turn onto UNMARKED CR 3/1.

Travel CR 3/1 uphill approx. 0.6 miles to right turn onto haulroad at old yellow pipe gate.

Travel approx. 0.2 miles to project site.



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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Cub Branch Development, Permits S-5034-87 and U-5035-87, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with Bid Item #4.0. If fuel and lubricants are to be stored on site, Bid Item #2.0 shall be in place before fuel is delivered. Project sign is to be obtained and installed.
2. Storm water management in the form as described in Bid Item #3.0 shall be installed as specified in the attached plans or as directed by the onsite DEP representative.
3. Concurrent and continuous reclamation shall be required as shown on the site plan. Backfill is required for areas disturbed during the reclamation process. Re-grading and top-soiling is required for all designated areas. Re-vegetation and soil improvements are required for all designated areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.

PERMIT U-5035-87

4. Re-construct approximately eleven hundred and fifty (1150) linear feet of the access roadway to pond #1. This road grade exists and is eroded out, re-vegetated with brush and small trees, and in poor condition. Material excavated during the upgrade process may be used to construct an out slope safety berm. Vegetation will be transported to a suitable location and burned or disposed of in an approved manner. No excess material (soil, rock or vegetation) will be crowded or pushed over the hill. A temporary twenty four inch (24") standard pipe stream crossing will be necessary at/near the bottom of the roadway. The roadway will not require stone or filter fabric surfacing, but will be graded and maintained to facilitate the required project work throughout the life of the project. (Bid Item #5.0)
5. Construct two (2) containment cells (#1 and #2) at designated areas to store all sludge and/or wet material, toxic material, coal, or any other material unsuitable for compaction and grading in the removed pond area. Upon completion of the removal and grading of the area in and around pond #1, the pond cleaning containment cells will be capped with one foot (1') of material capable of supporting the required vegetation, and will be graded and compacted in a stable configuration for re-vegetation. (Bid Items #8.0 and 9.0)
6. Eliminate pond number one (#1) by removing embankment material and all accumulated silt and sediment located behind the embankment such that the approximate original stream grades/elevations are restored. A diversion ditch will be constructed to direct stream flow around site while under construction. Sludge, wet material, potentially toxic material, coal, or other non-compactable material will be transported and placed in the containment cell. Trees and organic material may be piled and burned on site. A permit is needed before burning. Junk and debris which are located within the old pond will be removed and disposed of as noted in the Structure and/or Debris Removal bid item specifications. Embankment material may be graded back into the Pond #1 area to facilitate the graded channel construction and reclamation provided that it is free of coal or

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VENDOR:

potentially toxic materials and is stable and compacted. Concrete removed from the existing spillway may be used for fill, provided that all exposed steel is removed. (Bid Item #6.0).

7. Construct approximately five hundred (500) linear feet of sandstone rock rip-rap channel #1 in the prepared pond #1 area according to the attached specifications and/or plans. (Bid item #10.0)

8. Abandon the pond #1 access roadway by removing the temporary stream crossing and grading to sheet flow with water bars as per the attached plans and/or specifications. (Bid item #13.0)

9. All structures and/or debris will be removed from the construction site and disposed of properly. Any debris which needs to be hauled to a proper disposal facility will require a receipt, as noted in specs. (Bid item #14.0)

10. Re-vegetate approximately three (3) acres of disturbance according to the attached specifications. (Bid item #12.0)

PERMIT S-5034-87

11. Reconstruct approximately twelve hundred and fifty (1250) linear feet of the access roadway to Pond 2A. This road grade exists and is steep, eroded out, re-vegetated with brush and small trees, and in poor condition. Material excavated during the upgrade process will be used to construct an out slope safety berm. Vegetation will be transported to a suitable location and burned or disposed of in an approved manner. No excess material (rock, soil, or vegetation) will be crowded out or pushed over the hill. The roadway will not require stone or filter fabric surfacing, but will be graded and maintained to facilitate the required project throughout the life of the project. (Bid item #15.0)

12. Construct a containment cell (#3) at designated area to store all sludge and/or wet material, toxic material, coal, or any other material unsuitable for compaction and grading in the removed pond area. Upon completion of the removal and grading of the area in and around pond 2A, the pond cleaning containment cells will be capped with one foot (1') of material capable of supporting the required vegetation, and will be graded and compacted in a stable configuration for re-vegetation. (Bid item#19)

13. Eliminate pond 2A by removing the embankment material and all accumulated silt and sediment located behind embankment such that the approximate original stream grades/elevations are restored. Sludge, wet material, potentially toxic material, coal, or other non-compactable material will be transported and placed in the containment cell. Embankment material may be graded back into the Pond 2A area to facilitate re-graded channel construction provided that it is free of coal or potentially toxic materials and is stable and compacted. Pond cleanout, embankment removal, and pond site grading prior to rock rip-rap channel construction will be inclusive in one bid item (Bid item #16.0)

14. Construct approximately three hundred and fifty (350) linear feet of sandstone rock rip-rap channel number two (#2) in the prepared Pond 2A area according to the attached specifications and/or plans. (Bid item #18.0)

15. Abandon the Pond 2A access roadway by grading to sheet flow and/or with water bars as per the attached plans and/or specifications. (Bid item #22.0)

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VENDOR:

16 All structures and/or debris will be removed from the construction site and disposed of properly. Any debris which needs to be hauled to a proper disposal facility will require a receipt, as noted in specs. (Bid item #23.0)

17. Re-vegetate approximately TWO (2) acres of disturbance according to the attached specification and/or plans. (Bid item #21.0)

*THIS PROJECT IS SPREAD OUT OVER SEVERAL ACRES, AND WILL REQUIRE HIKING OVER ROUGH, OVERGROWN AND STEEP TERRAIN. IT WOULD BE ADVISABLE TO DRESS ACCORDINGLY, ESPECIALLY FOOTWEAR, IF YOU INTEND TO VIEW THE TWO PONDS AND THEIR RESPECTIVE ACCESS ROADS.

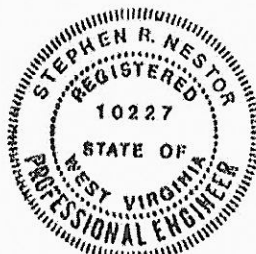
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VENDOR:

CERTIFICATION

Cub Branch Development
PERMITS S-5034-87 and U-5035-87

I, Stephen R. Nestor, the undersigned, hereby certify¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.



Stephen R. Nestor
Registered Professional Engineer WV No. 10227

SEAL

Date: 5/2/13

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

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VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE PERMIT NAME: <u>Cub Branch Development</u> PERMIT NUMBER(S): <u>S-5034-87 and U-5035-87</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
<u>PERMIT #U-5035-87</u>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>4,000</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000</u>
3.0	<u>500</u> LF	<u>STORM WATER MANAGEMENT</u> Maximum bid \$5.00 per linear foot)	\$ <u>5.00</u> PER LF	\$ <u>2,500</u>
4.0	LUMP SUM	<u>MAIN ACCESS ROAD</u>	LUMP SUM	\$ <u>1,500</u>
5.0	<u>1150</u> LF	<u>CONSTRUCT/UPGRADE POND #1 ACCESS ROAD</u>	\$ <u>8.70</u> PER LF	\$ <u>10,005</u>
6.0	LUMP SUM	<u>POND #1 ELIMINATION</u>	LUMP SUM	\$ <u>60,000</u>
7.0	LUMP SUM	<u>CONSTRUCT TEMPORARY WATER BYPASS</u>	LUMP SUM	\$ <u>3,000</u>
8.0	<u>1</u> EA	<u>CONSTRUCT CONTAINMENT CELL #1</u>	\$ <u>800</u> PER EA	\$ <u>800</u>
9.0	<u>1</u> EA	<u>CONSTRUCT CONTAINMENT CELL #2</u>	\$ <u>800</u> PER EA	\$ <u>800</u>
10.0	<u>500</u> LF	<u>CONSTRUCT RIP RAP CHANNEL #1</u>	\$ <u>23.50</u> PER LF	\$ <u>11,750</u>
11.0	<u>3</u> AC	<u>REGRAIDING AND TOPSOILING</u>	\$ <u>1000</u> PER AC	\$ <u>3,000</u>

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
12.0		<u>REVEGETATION</u>		
12.1	<u>3.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>150</u> PER AC	\$ <u>450</u>
12.2	<u>3.0</u> AC	<u>FERTILIZER</u>	\$ <u>465</u> PER AC	\$ <u>1,395</u>
12.3	<u>3.0</u> AC	<u>MULCH</u>	\$ <u>310</u> PER AC	\$ <u>930</u>
12.4	<u>3.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>124</u> PER AC	\$ <u>372</u>
13.0	LUMP SUM	<u>ROADWAY TO POND #1 - ABANDONMENT</u>	LUMP SUM	\$ <u>1,600</u>
14.0	LUMP SUM	<u>STRUCTURE AND /OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>3,000</u>
		<u>PERMIT S-5034-87</u>		
15.0	<u>1250</u> LF	<u>CONSTRUCT/UPGRADE POND #2A ACCESS ROAD</u>	\$ <u>8.70</u> PER LF	\$ <u>10,875</u>
16.0	LUMP SUM	<u>POND #2A ELIMINATION</u>	LUMP SUM	\$ <u>40,000</u>
17.0	LUMP SUM	<u>CONSTRUCT TEMPORARY WATER BYPASS</u>	LUMP SUM	\$ <u>3,000</u>
18.0	<u>350</u> LF	<u>CONSTRUCT RIP-RAP CHANNEL #2</u>	\$ <u>23.50</u> PER LF	\$ <u>8,225</u>
19.0	<u>1</u> EA	<u>CONSTRUCT CONTAINMENT CELL #3</u>	\$ <u>800</u> PER EA	\$ <u>800</u>
20.0	<u>2.0</u> AC	<u>REGRAIDING AND TOPSOILING</u>	\$ <u>1000</u> PER AC	\$ <u>2,000</u>

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
21.0		<u>REVEGETATION</u>		
21.1	<u>2.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>150</u> PER AC	\$ <u>300</u>
21.2	<u>2.0</u> AC	<u>FERTILIZER</u>	\$ <u>465</u> PER AC	\$ <u>930</u>
21.3	<u>2.0</u> AC	<u>MULCH</u>	\$ <u>310</u> PER AC	\$ <u>620</u>
21.4	<u>2.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>124</u> PER AC	\$ <u>248</u>
22.0	LUMP SUM	<u>ROADWAY TO POND #2A - ABANDONMENT</u>	LUMP SUM	\$ <u>1,600</u>
23.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>1,500</u>
		<u>PERMIT TOTAL S-5034-87</u>		\$ <u>106,102</u>
		<u>PERMIT TOTAL U-5035-87</u>		\$ <u>70,098</u>
		<u>PURCHASE ORDER TOTAL</u>		\$ <u>176,200</u>

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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

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manufactured with secondary containment are desirable. Minimum secondary containment is 110 percent. (Bid limited to \$1,000.00 maximum).

3.0 STORM WATER MANAGEMENT

Disturbed areas which have storm water runoff and do not pass through a sediment control structure 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. This item has a Maximum Bid of \$5.00/LF of silt fence and hay bale material used on site.

1. Silt fence shall be utilized on perimeter barriers and shall be properly removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. See attached drawing for further details.
2. For slope stability, place hay 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.
3. Bales shall be securely anchored in place by stakes or rebar driven through the bales. Rebar shall be removed after permanent vegetation has been established, as directed by the WVDEP designated on-site representative. The first stake in each bale shall be driven toward previously laid bale to force the bales together. See attached drawing for further details.

Construction of sediment control sumps before culvert inlets and/or rock check dams in ditch lines may become necessary to supplement the silt fence and hay bale dikes. These items shall be installed upon request of the WVDEP designated onsite representative. Sumps and rock check dams shall be incidental to this bid item.

4.0 MAIN ACCESS ROAD

Primary access to the site will utilize the existing haul road off of Mingo CR 3/1. 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. Road will be graded and worked to restore access at completion of project.

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.

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A gate is located at the entrance to this site to keep free roaming livestock inside the area. This gate must be closed after entering and upon leaving site. At the present time, there is no lock on the gate.

5.0, 15.0 CONSTRUCT/UPGRADE POND #1 AND #2A ACCESS ROADS

The contractor shall construct and/or repair and maintain access roads to pond removal sites during the reclamation process to provide access on a well-drained surface and passable by equipment and vehicle traffic during the construction process. Material excavated during the upgrade process may be used to construct an out slope safety berm. Vegetation will be transported to a suitable location and burned or disposed of in an approved manner. No excess material (soil, rock or vegetation) will be crowded or pushed over the hill. A temporary twenty four inch (24") standard pipe stream crossing will be necessary at/near the bottom of the roadway to pond number one (#1). The roadway will not require stone or filter fabric surfacing, but will be graded and maintained to facilitate the required project work throughout the life of the project.

Areas below the project shall be guarded against rolling rock and removal of rocks done as necessary. Downed trees, laid out in rows along the downslope side of the access road can be used for this purpose and can be left as wildlife habitat after construction is complete. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item. Upon completion of work on the ponds, the access roads will be abandoned and have water bars constructed at one hundred (100) feet intervals through the length. Access roadways will be fertilized, seeded, and mulched according to specifications. There are no separate bid items for stone or filter fabric for the access roads, and these will be added only at the discretion of the contractor, if needed, and at no additional charge to DEP.

6.0, 16.0 POND #1 AND #2A ELIMINATION

Two ponds are to be eliminated. Pond number one (#1) is approximately three hundred feet (300') in length and approximately seventy feet (70') in width on the downstream end and approximately forty feet (40") in width at the upstream end. The majority of the pond area has been filled with silt and gravel, and has vegetation and small trees throughout. In eliminating this pond, the standing water shall be in compliance with state code before being pumped or slowly released to the natural stream below the dam. The dam wall will then be removed, and the area shall be graded to match the surrounding terrain, eliminating all ability to impound water. All removed trees, stumps, and excess sludge will be hauled to a designated area and disposed of properly. Pond cleanings will be transported uphill to the existing strip bench and stored in containment cells. Junk and debris are located within the old pond and will be removed and disposed of as noted in specifications. Embankment material may be graded back into the Pond 1 area to facilitate the graded channel construction and reclamation provided that it is free of coal or potentially toxic materials. Concrete removed from the existing spillway may be used for fill, provided that all exposed steel is removed.

Pond number two-A (#2A) is approximately ninety feet (90') in length and forty feet (40') in width, with standing water in place. The depth is unknown. In eliminating this pond, the standing water shall be in compliance with state code before being pumped or slowly released to the natural stream below the dam. If necessary, pond cleanings will be transported up to the existing strip bench and stored in containment cells. The dam wall will then be removed, and the area shall be graded to match the surrounding terrain, eliminating all ability to impound or concentrate flow. All removed trees, stumps, and excess sludge will be hauled to a designated area and disposed of properly.

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Pond cleanout, embankment removal, containment cell construction and site grading prior to channel construction will be inclusive to these bid items.

7.0, 17.0 TEMPORARY WATER BYPASS

A bypass channel will be constructed to allow the natural stream to flow past the construction site for pond access road, pond removal and rip-rap channel construction. Upon channel completion this water bypass will be removed and the flow will be directed back to the newly constructed rip-rap channel. All disturbance associated with the temporary bypass channel will be regraded and revegetated after completion of the pond removal and channel construction activities.

8.0, 9.0, 19.0 CONSTRUCT CONTAINMENT CELLS

Three containment cells will be constructed to receive all sludge and/or wet material, potentially toxic material, coal, or any other nonorganic material unsuitable for compaction and grading in the removed pond areas. Two cells will be constructed at designated area for pond number one (#1) removal and one cell will be constructed at designated area for pond #2 removal (Cell #3). Cell number one (#1) will be built and utilized before starting on cell number two (#2). Cell number two (#2) will be built only if needed. Cells will be of sufficient size to contain all material removed from pond removal sites. After all materials are deposited, the cells will be capped with one foot of material capable of supporting the required vegetation, and will be graded and compacted in a stable configuration for re-vegetation.

10.0, 18.0 CONSTRUCT RIP-RAP CHANNELS #1 & #2

Provide all materials, excavate and construct channels as indicated on the attached typical plans, cross section, specifications, and as discussed at the Pre-Bid Showing. Perform, to the extent practicable, all work during low flow conditions. Ditch shall be free draining upon completion of construction. Length of ditch may be adjusted to meet onsite conditions. Additional rip-rap may be used to reinforce the outer radius of curves and in similar high velocity locations.

Note that no quarrying or other removal of rock for channel construction purposes will be allowed within the permit boundaries on this project. Rock utilized for construction on this project shall be from commercial sources only with prior approval by the DEP on-site representative.

A free flowing (3% channel slope) channel number two (#2) shall be constructed through the middle of the entire length of the pond number two (#2) area, with sandstone rip-rap installed. The top width of this channel will be sixteen (16) feet, and the bottom width will be six (6) feet. Depth will be three feet (3'), with two feet (2') flow depth and one foot (1') freeboard.

A free flowing (3% channel slope) channel number one (#1) shall be constructed the entire length of the pond number one (#1) area, with sandstone rip-rap installed. The top width of this channel will be sixteen (16') feet, and the bottom width will be six (6') feet. Depth will be three feet (3'), with two feet (2') flow depth and one foot (1') freeboard.

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Rip-rap shall be a standard, well graded mixture of durable sandstone placed in a 1.5 foot thick blanket. The mixture ranges in size from three (3") inches minimum to eighteen (18") inches maximum diameter. The mixture shall have a d50 of 12 inches with no more than fifteen percent (15%) of weight less than six (6") inches. Fifty percent (50%) of mixture weight shall be larger than the d50 size. In-place rammed or hammered rock will be acceptable.

All rock shall have a maximum weighted loss of thirty (30%) percent when subjected to five (5) cycles of the sodium sulfate soundness test as outlined by ASTM C88, as modified by AASHTO T-104. If rip-rap suitability is questionable, durability shall be determined by the sodium sulphate test (ASTM C 88 AASHTO T 104-77).

Construct diversion ditches as needed to direct flow around the ponds while sediment material is being removed. Ditches will be eliminated during the final grading of the areas of the pond removal site.

11.0, 20.0 REGRAIDING AND TOPSOILING

All disturbance, including, but not limited to, pond areas, staging areas, and existing internal access routes to all areas of this project will be re-graded to allow sheet flow across the travelled areas and will be re-vegetated. This item shall include the elimination of all rills and gullies and the grading of spoil and/or fill materials otherwise not covered under pond and sediment ditch elimination.

The best available material to support vegetation, as identified by the WVDEP on-site representative, shall be distributed on the surface of the re-graded areas in a smooth, uniform manner. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked. Re-grading and top-soiling shall be conducted prior to and in preparation for the re-vegetation item.

12.0, 21.0 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 re-vegetation. The surface shall be tracked. Seeding shall commence after seedbed preparation on loose and un-compacted soil and with the approval of the WVDEP designated on-site representative.

Contractor shall provide equipment as necessary to prepare the seedbed. Re-vegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. If the job requires an extended shutdown period due to adverse weather conditions or any other reason, all disturbed areas must be re-vegetated according to specs. 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 re-vegetated by the

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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 Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply. The acreage quantities in this Contract are provided for bidding purposes only.

A Warranty Period of one (1) year shall commence from the final date of service as indicated on the final invoice for payment. 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:

12.1, 21.1 AGRICULTURAL LIME

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

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

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

Lime shall be applied at 1.5 tons/acre.

12.2, 21.2 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.

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

12.3, 21.3 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

12.4, 21.4 VEGETATIVE SPECIES

Temporary Seed Mixtures

All stockpiles and other disturbed and idle 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 (<i>Lolium Multiflorum</i>)	20 lbs/ac		20 lbs/ac	
German Millet*				
(<i>Setaria Italica</i>)		50 lbs/ac		
Cereal Rye (<i>Secale Cereale</i>)			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 Sections 12.1 and 21.1, fertilized according to Sections 12.2 and 21.2 and mulched according to Sections 12.3 and 21.3.

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.

<u>VEGETATIVE SPECIES</u>	<u>RATE/ACRE ¹</u>
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

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- 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.

13.0, 22.0 ROADWAY TO PONDS #1 & #2A - ABANDONMENT

Immediately after the roads are no longer needed for operations, reclamation, monitoring, or other valid use, such roads shall be abandoned according to the following requirements:

The Pond #1 and #2A access roadways shall be abandoned by grading to sheet flow and/or with water bars. Water bars or earth berms shall be installed according to the following table of spacing:

<u>Percent of Road Grade</u>	<u>Spacing of Water Bars in Feet</u>
2	250
5	135
10	80
15	60
20	45
Above 20	25

Bridges, culverts, stream crossings, or other similar facilities necessary to provide access to the operation will not be removed until reclamation is completed and approved by the Engineer. Precautions will be taken to protect the water quality during the removal of any drainage control structure, including the placement of durable material or mulch/straw immediately after removal. Upon abandonment of the haul roads, the roadway shall be seeded and mulched according to the Re-vegetation Plan.

14.0, 23.0 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 off site and according to state, local, and federal requirements. Invoice showing proper disposal will be required, according to standard specs.

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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 601 57th Street SE, Charleston, WV 25304. 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.

PREBID CONFERENCE

At the time of the Pre-bid conference, potential bidders with questions pertaining to the contract shall provide a written list to the DEP.

DEP shall respond to all questions in a written Addendum prior to the bid opening date.

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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VENDOR:

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.

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. Extensions may be granted based upon weather conditions and/or unforeseen site conditions and shall be processed as a change order by the WV Purchasing Division.

PRE-CONSTRUCTION CONFERENCE

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

GENERAL SUPERVISION

This Contract is under the general supervision of the West Virginia Department of Environmental Protection's contact person for the purpose of Contract compliance inspection only. Contractor shall supervise work being conducted at all times. All services rendered by the Engineer/Contact Person consist of professional opinions and recommendations made in accordance with generally accepted engineering practice. Under no

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REV. 5-26-09 PURCHASING CONTINUATION SHEET
VENDOR:

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. All changes will be issued as a formal change order by the WV Purchasing Division.

A responsible Contractor's Agent (foreman or on the ground supervisor) 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.

The Contractor shall maintain the work covered under this contract 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.

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.

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

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VENDOR:

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.

FINAL INSPECTION

A final inspection meeting by the Department of Environmental Protection's representative 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.

CONTRACT WARRANTY

A Warranty Period of one (1) year shall commence from the final date of service as indicated on the final invoice for payment. No payment will be made for additional work necessary to comply with warranty requirements.

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. All contract deletions will be processed as a change order by the WV Purchasing Division.

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

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,

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 REV. 1/29/02 PURCHASING CONTINUATION SHEET
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General Requirements

PROJECT CONSTRUCTION SIGN

WORK REQUIRED

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

MATERIALS

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

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

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

EXECUTION

PROJECT SIGN

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

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

PAYMENT

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

NOTE

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



Earl Ray Tomblin,
Governor



Randy C. Huffman,
Cabinet Secretary



Ken Ellison,
Director

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation

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

Permit Name
Permit Number

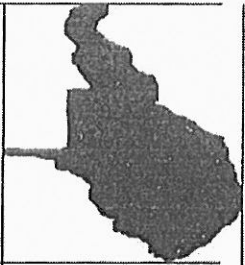






Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

BUYER-23




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		STATE OF WEST VIRGINIA		DEPARTMENT OF ENVIRONMENTAL PROTECTION	
Earl Ray Tomblin, Governor		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			
Randy C. Huffman, Cabinet Secretary		Permit Number			
		Contractor: Joe Smith Contracting			
Ken Ellison, Director		Project Start Date: 01/01/01			
					
					


Dimensions (inches):

- Top: 1 1/2", 17 1/4", 77 1/4", 27 3/4"
- Left: 1 1/8", 15 3/4", 7 7/8", 3 3/4", 7 7/8", 3", 8 5/8"
- Right: 48", 36", 73 7/8", 36", 6", 2 1/4", 18"

		<p>STATE OF WEST VIRGINIA</p> <p>DEPARTMENT OF ENVIRONMENTAL PROTECTION</p> <p>Division of Land Restoration</p> <p>Office of Special Reclamation</p> <p>Project Cost: \$XXX,XXX.00</p> <p>Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies</p>	
<p>Earl Ray Tomblin, Governor</p>		<p>Permit Name</p> <p>Permit Number</p>	
<p> Randy C. Huffman, Cabinet Secretary</p>		<p>Contractor: Joe Smith Contracting</p> <p>Project Start Date: 01/01/01</p>	
<p> Ken Ellison, Director</p>		<p>81 3/8"</p>	
<p>5 1/4"</p>		<p>7 7/8"</p>	
<p>9 3/8"</p>		<p>81 3/8"</p>	

48"

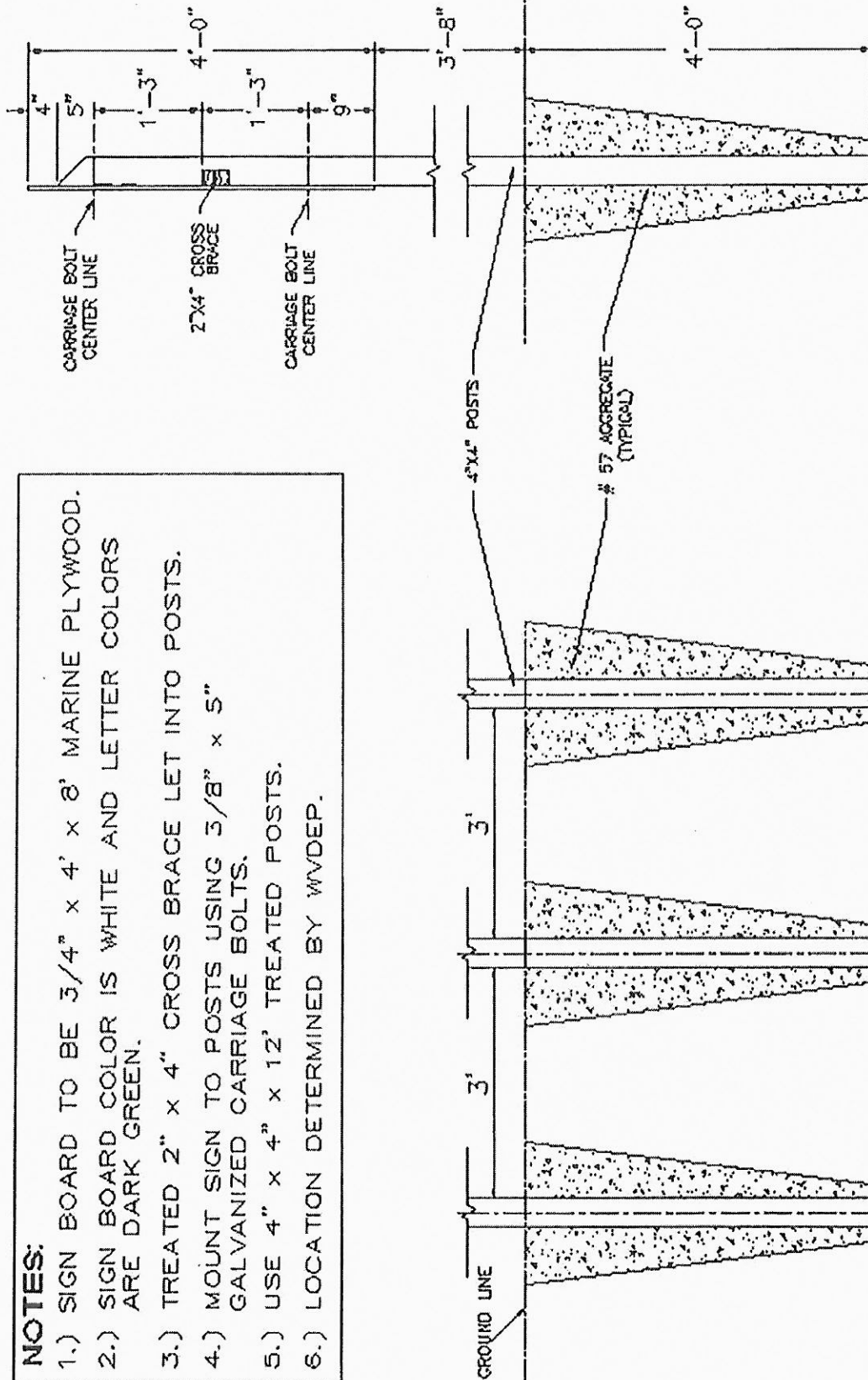
96"

		STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION	
17 1/2"	6"	Project Cost: \$XXX,XXX.00 Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies	
1 1/2"	3 1/4"	Division of Land Restoration Office of Special Reclamation	
1 1/2"	3 1/4"	Permit Name Permit Number	
9 1/2"	4 7/8"	Contractor: Joe Smith Contracting Project Start Date: 01/01/01	
1"	3 3/4"	Randy C. Huffman Cabinet Secretary	
1"	3 3/4"	Ken Ellison Director	

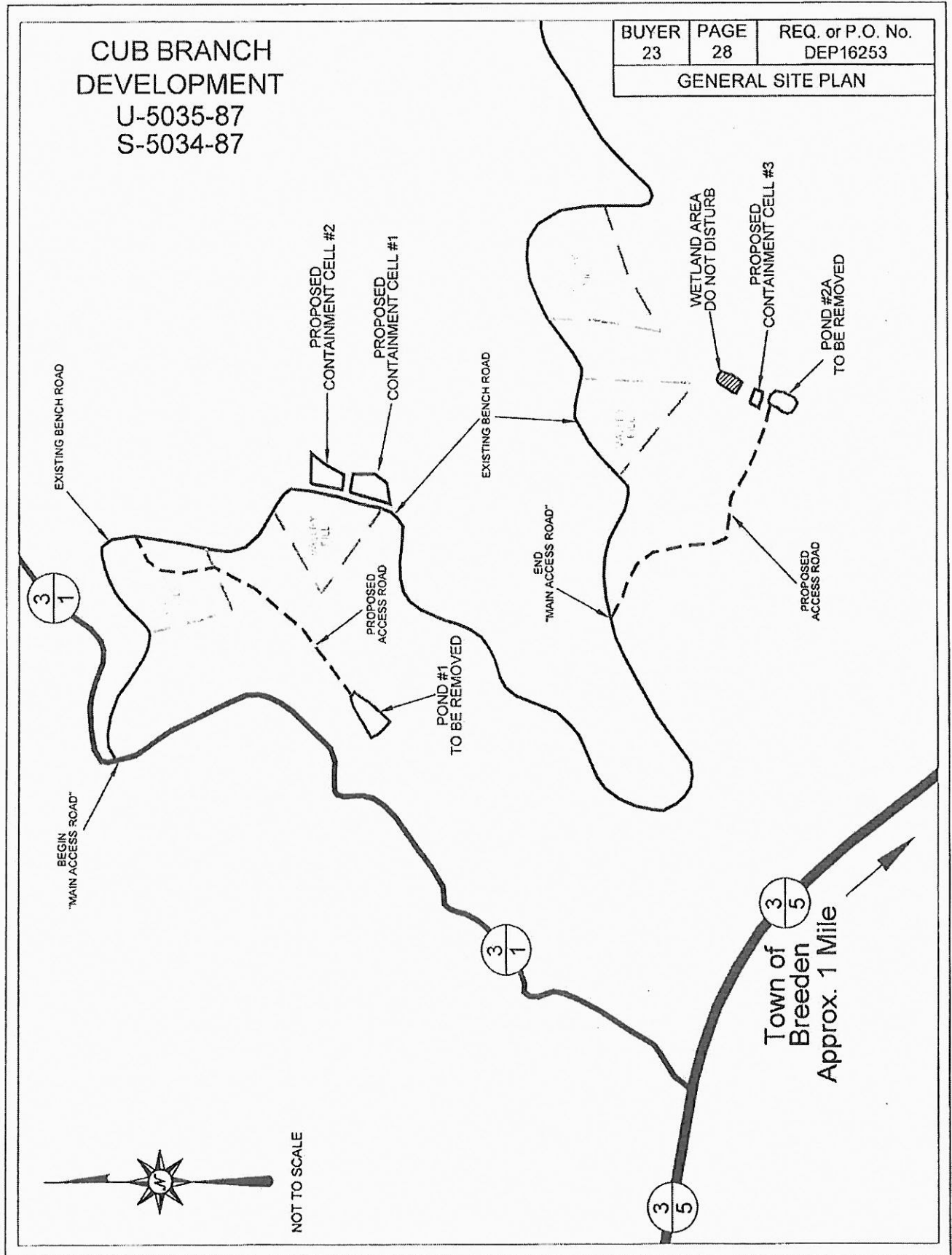
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PROJECT SIGN
NOT TO SCALE

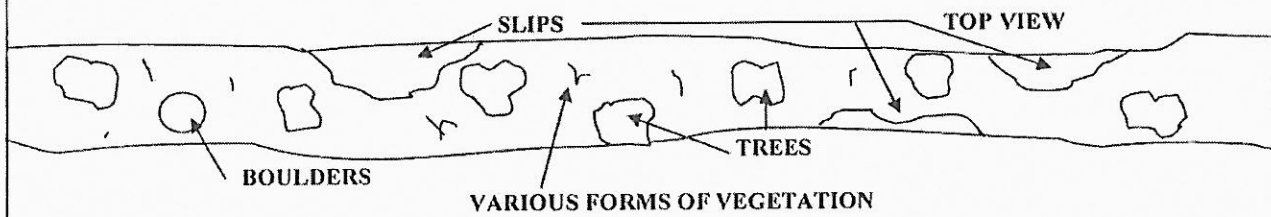
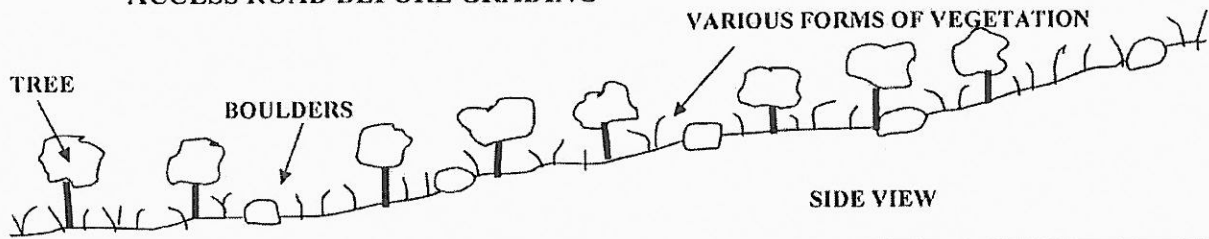


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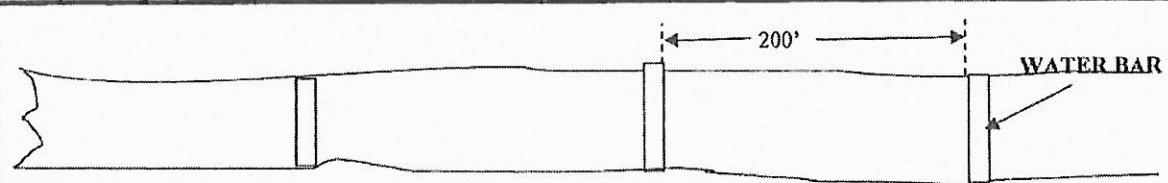
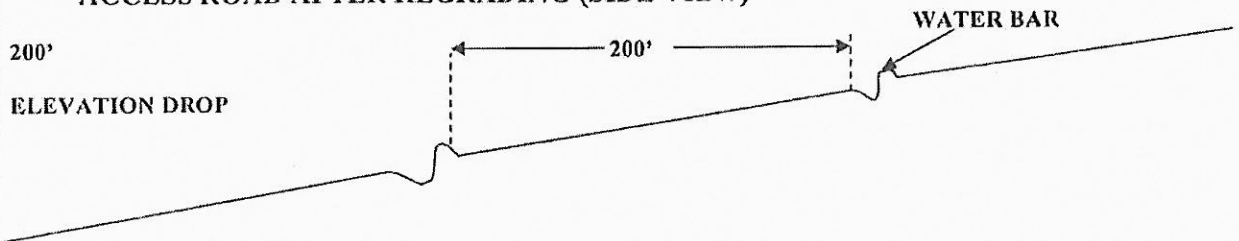
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CUB BRANCH DEVELOPMENT
U-5035-87/S-5034-87

ACCESS ROAD BEFORE GRADING



ACCESS ROAD AFTER REGRADING (SIDE VIEW)

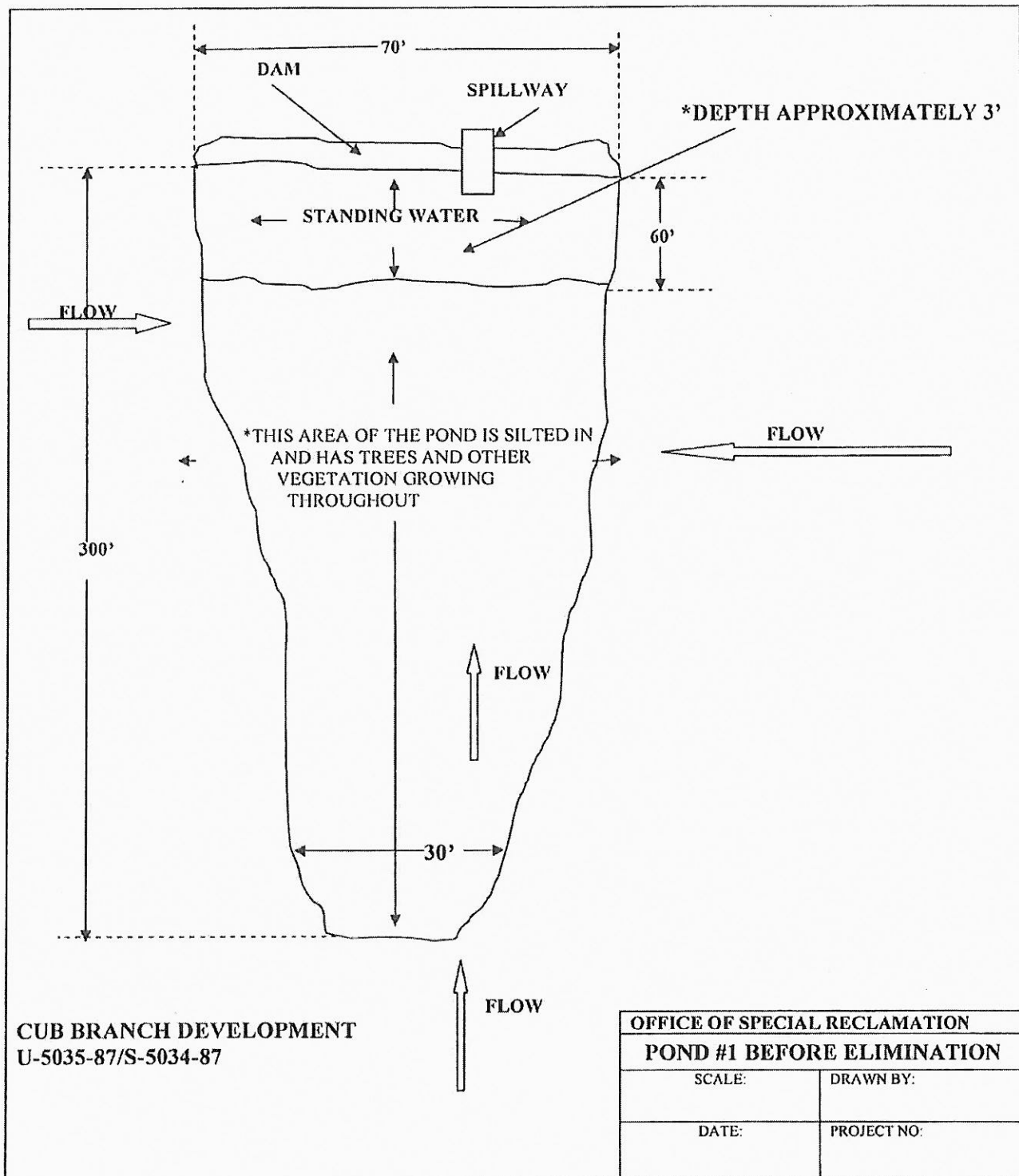


TOP VIEW

OFFICE OF SPECIAL RECLAMATION	
ACCESS ROAD	
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DATE:	PROJECT NO:

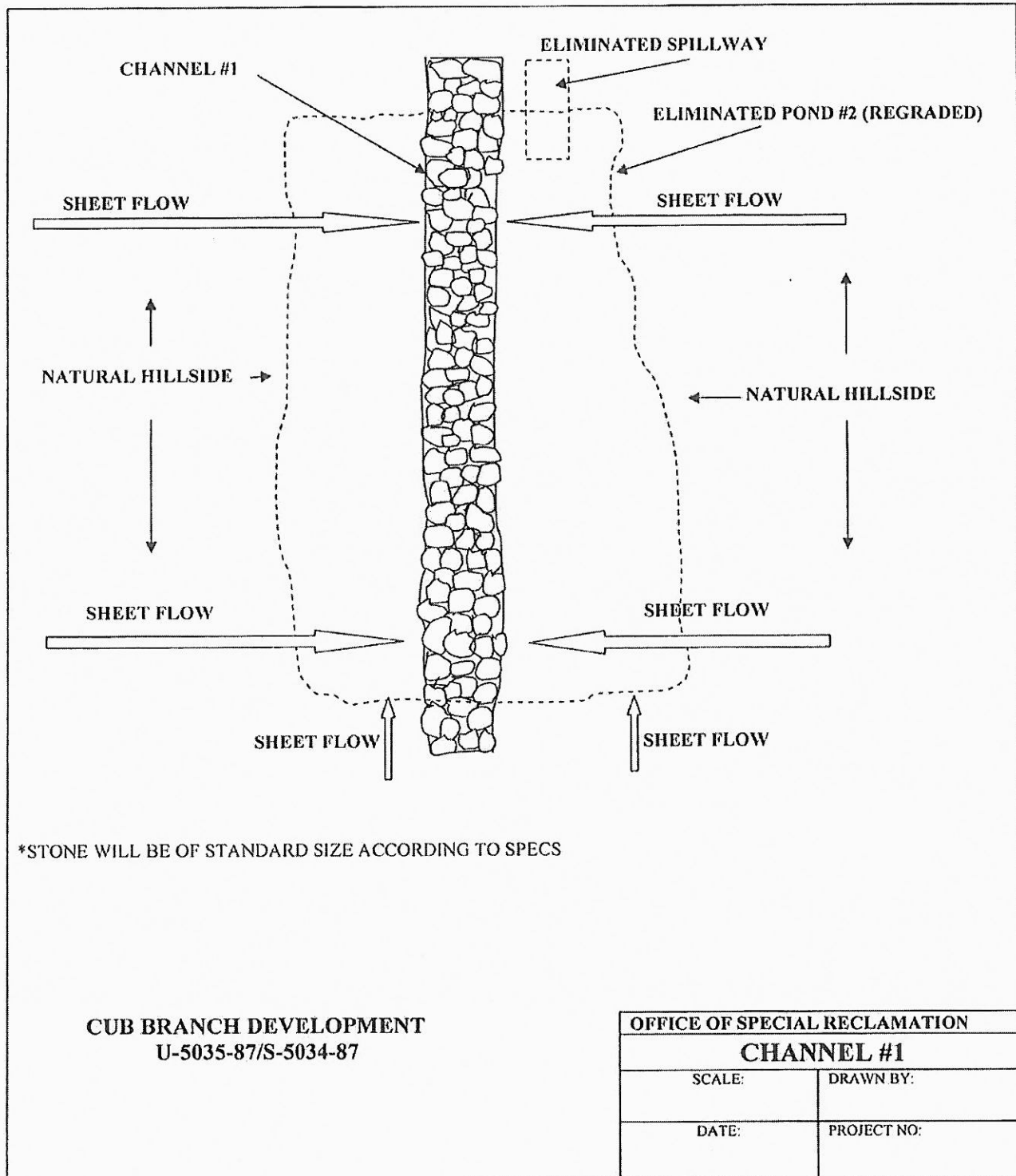
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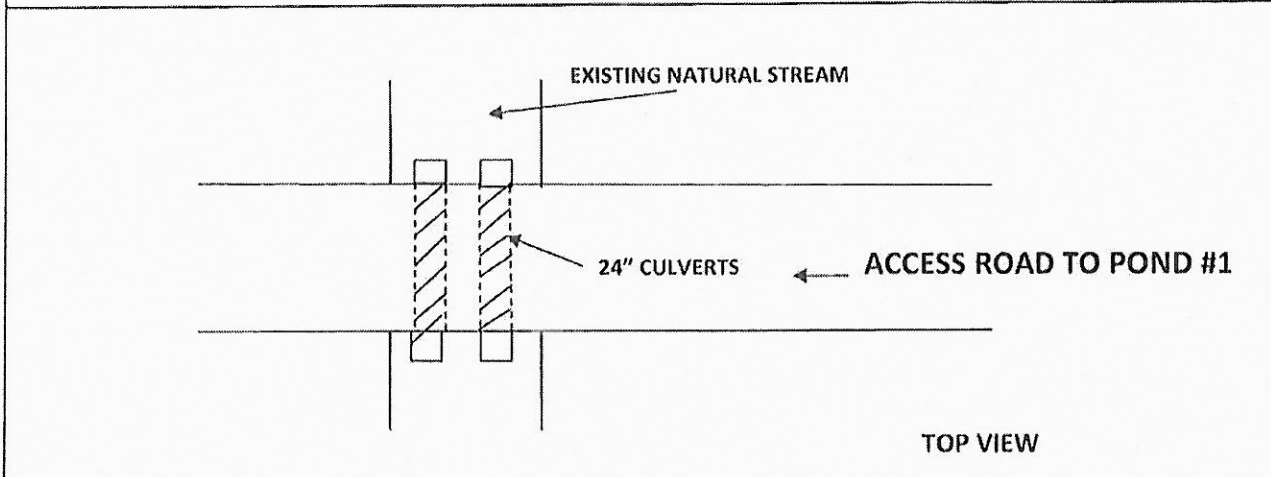
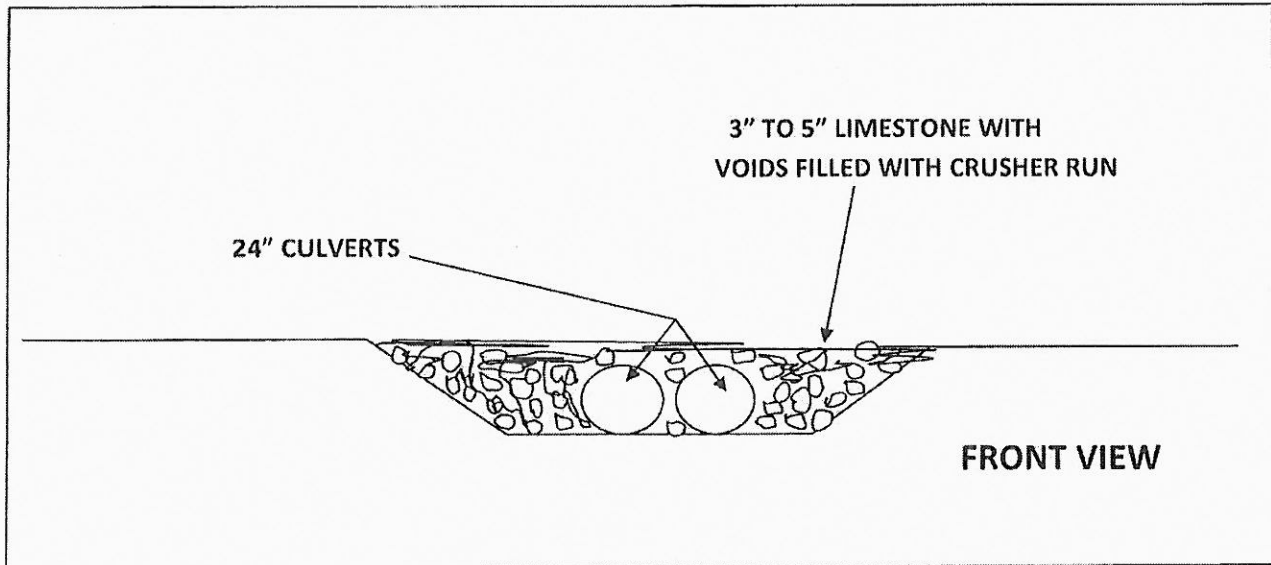
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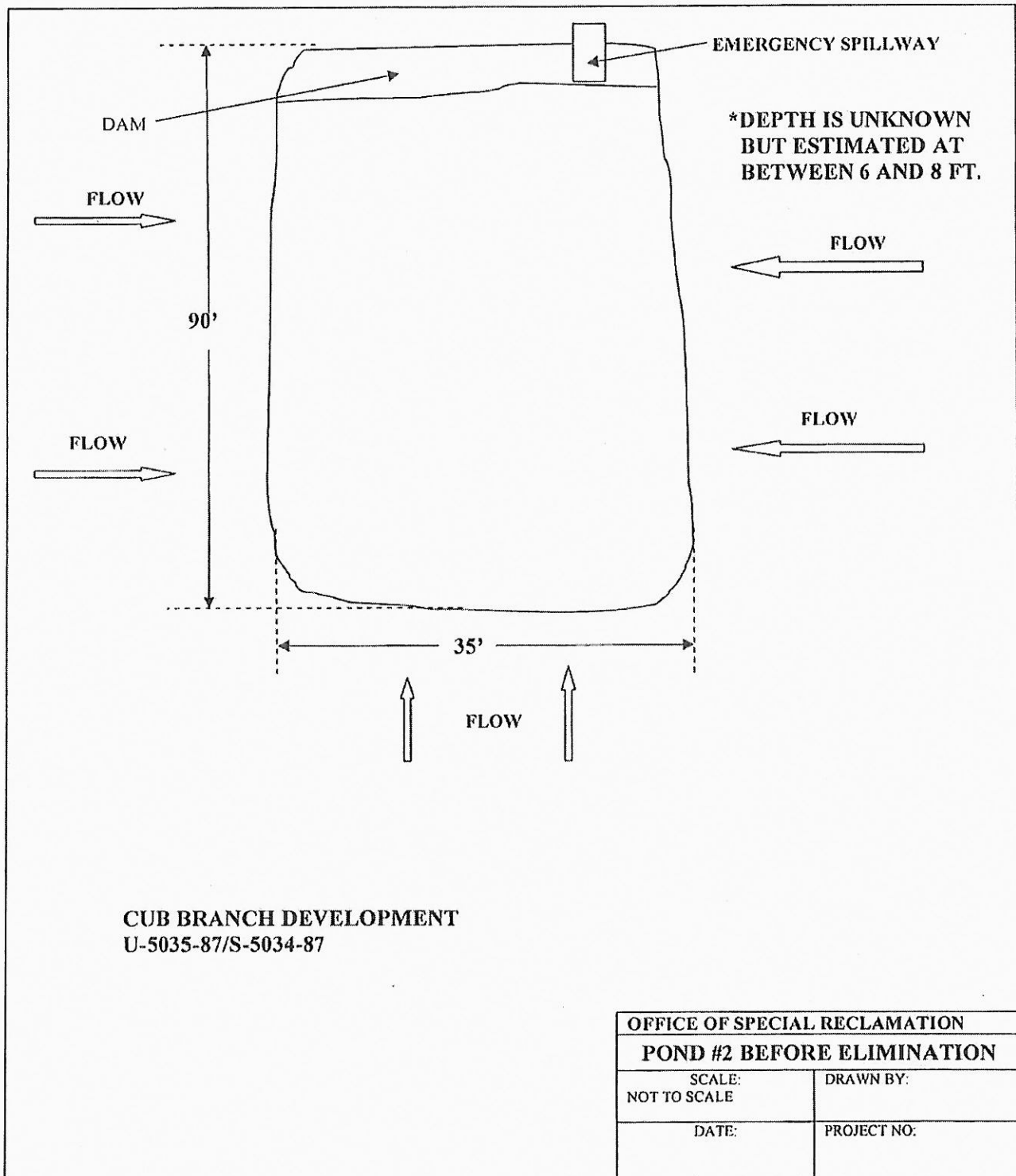


CUB BRANCH DEVELOPMENT
 U-5035-87/S-5034-87

OFFICE OF SPECIAL RECLAMATION	
TEMPORARY CREEK CROSSING	
SCALE::NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO.

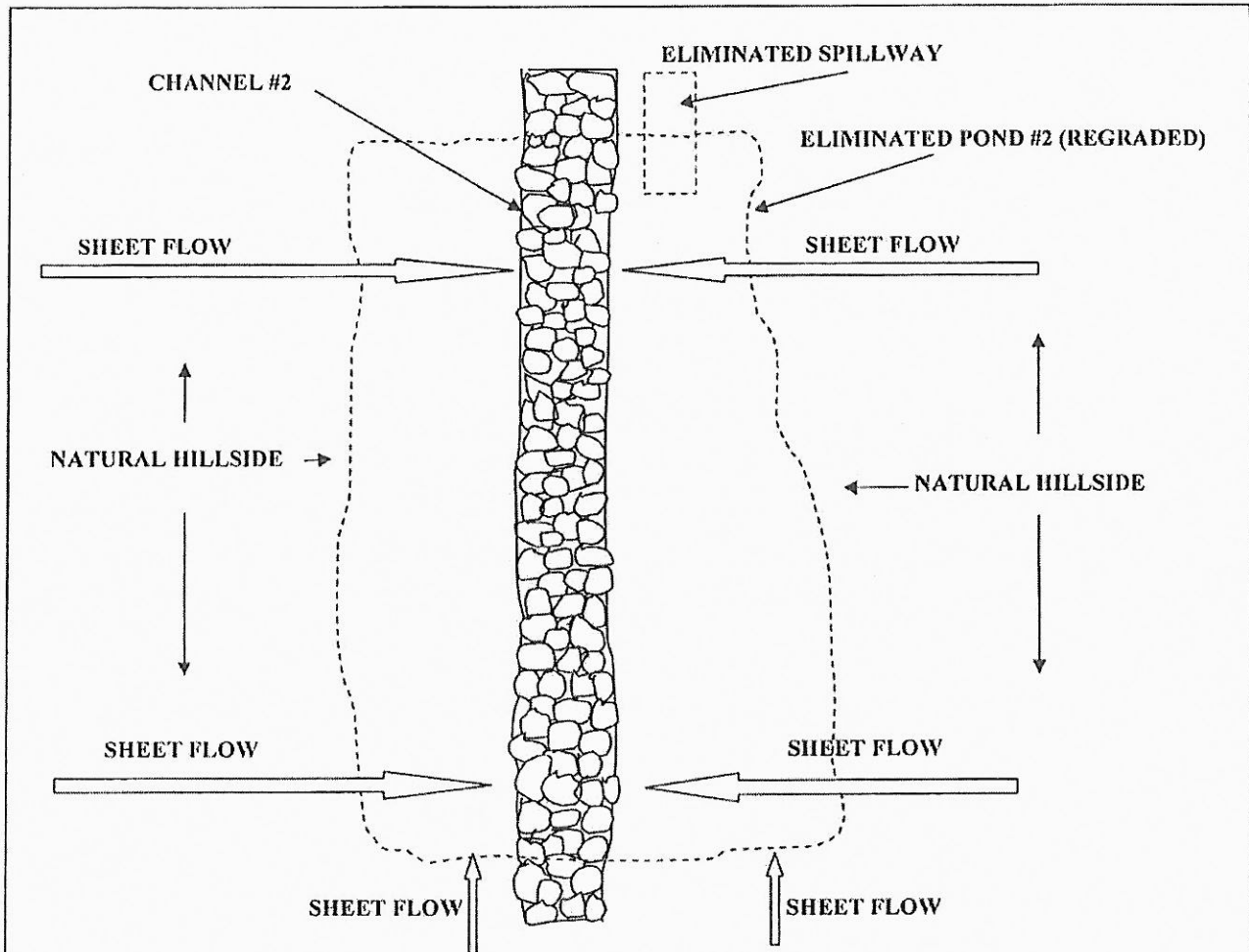
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* STONE WILL BE OF STANDARD SIZE ACCORDING TO SPECIFICATIONS.

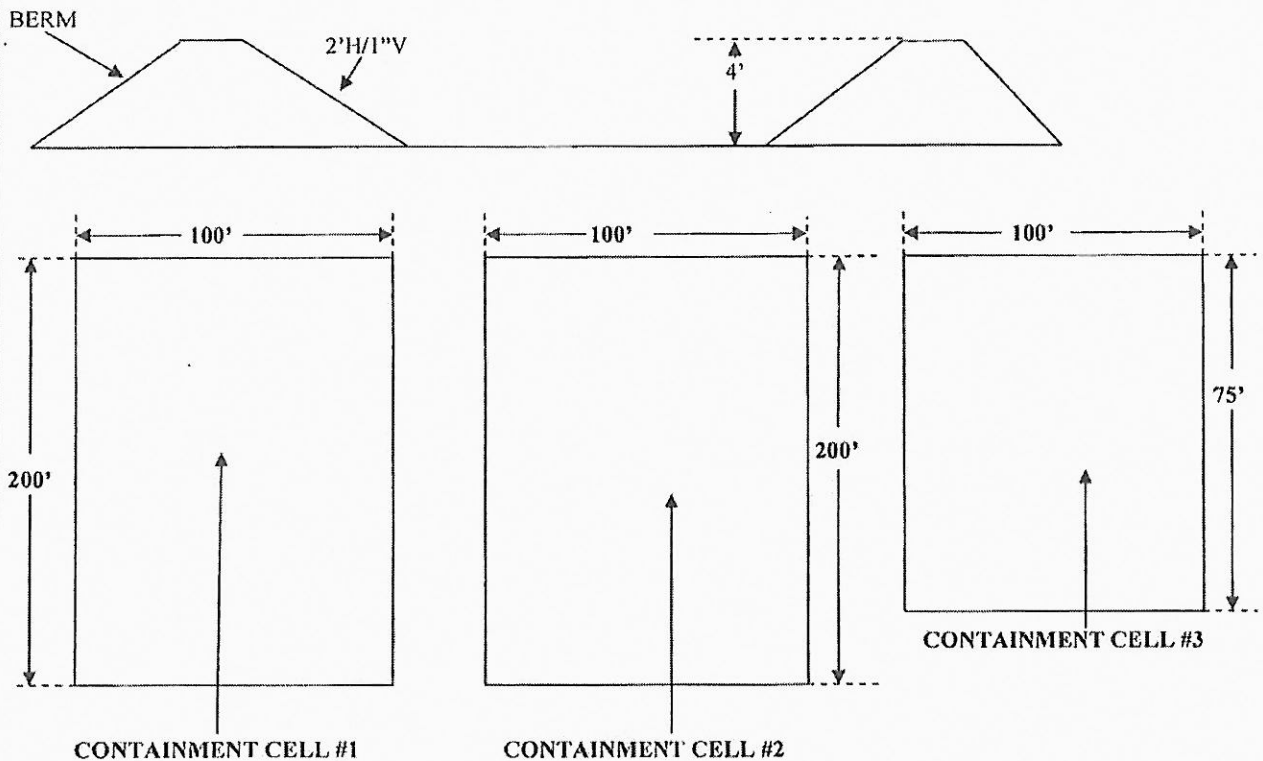
CUB BRANCH DEVELOPMENT
 U-5035-87/S-5034-87

OFFICE OF SPECIAL RECLAMATION	
REGRADED CHANNEL #2	
SCALE: NOT TO SCALE	DRAWN BY:
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NOTE:
 NOT TO SCALE NOR TO ACTUAL SHAPE OF CONTAINMENT CELLS. THE SHAPES WILL BE
 DETERMINED ACCORDING TO THE TERRAIN.



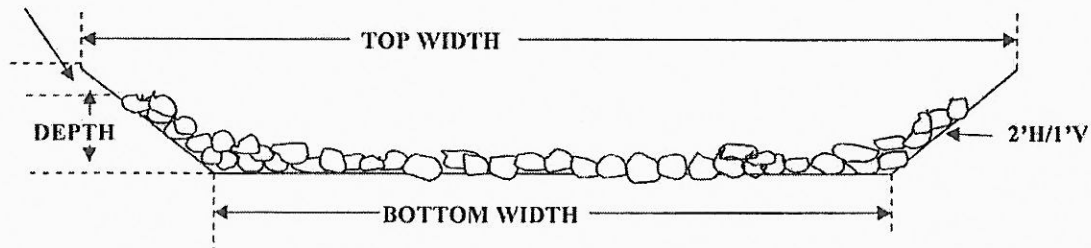
**CUB BRANCH DEVELOPMENT
 S-5034-87 AND S-5035-87**

OFFICE OF SPECIAL RECLAMATION	
CONTAINMENT CELL TYPICAL	
SCALE::NOT TO SCALE	DRAWN BY:
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1' FREEBOARD



*STONE WILL BE OF STANDARD SIZE ACCORDING TO SPECS

DITCH #	DEPTH "D" (ft)	TOP WIDTH (ft)	BOTTOM WIDTH (ft)	LENGTH (linear ft)	FREEBOARD "F" (ft)	LINING
CHANNEL #1	2.0	16.0'	6.0'	550.0	1.0'	SANDSTONE
CHANNEL #2	2.0	16.0	6.0'	350.0	1.0'	SANDSTONE

NOT TO SCALE

CUB BRANCH
 U-503587/U-5034-87

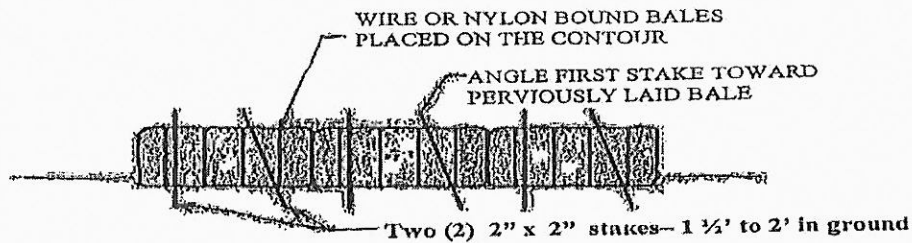
OFFICE OF SPECIAL RECLAMATION	
TYPICAL CHANNEL SECTION	
SCALE::NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO.

WV-36a STATE OF WEST VIRGINIA
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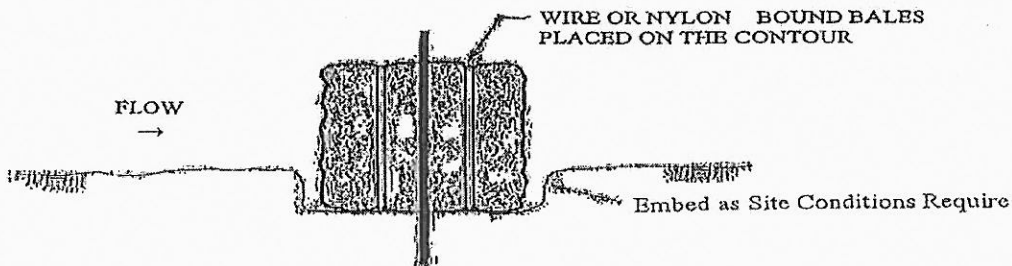
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CUB BRANCH DEVELOPMENT

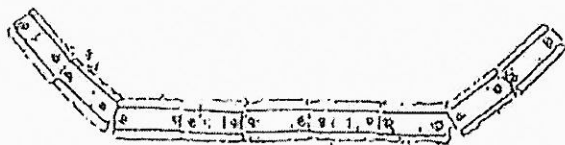
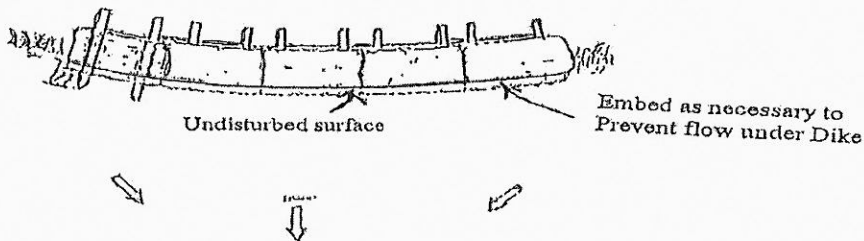
S-5034-87; U-5035-87



ANCHORING DETAIL



EMBEDDING DETAIL

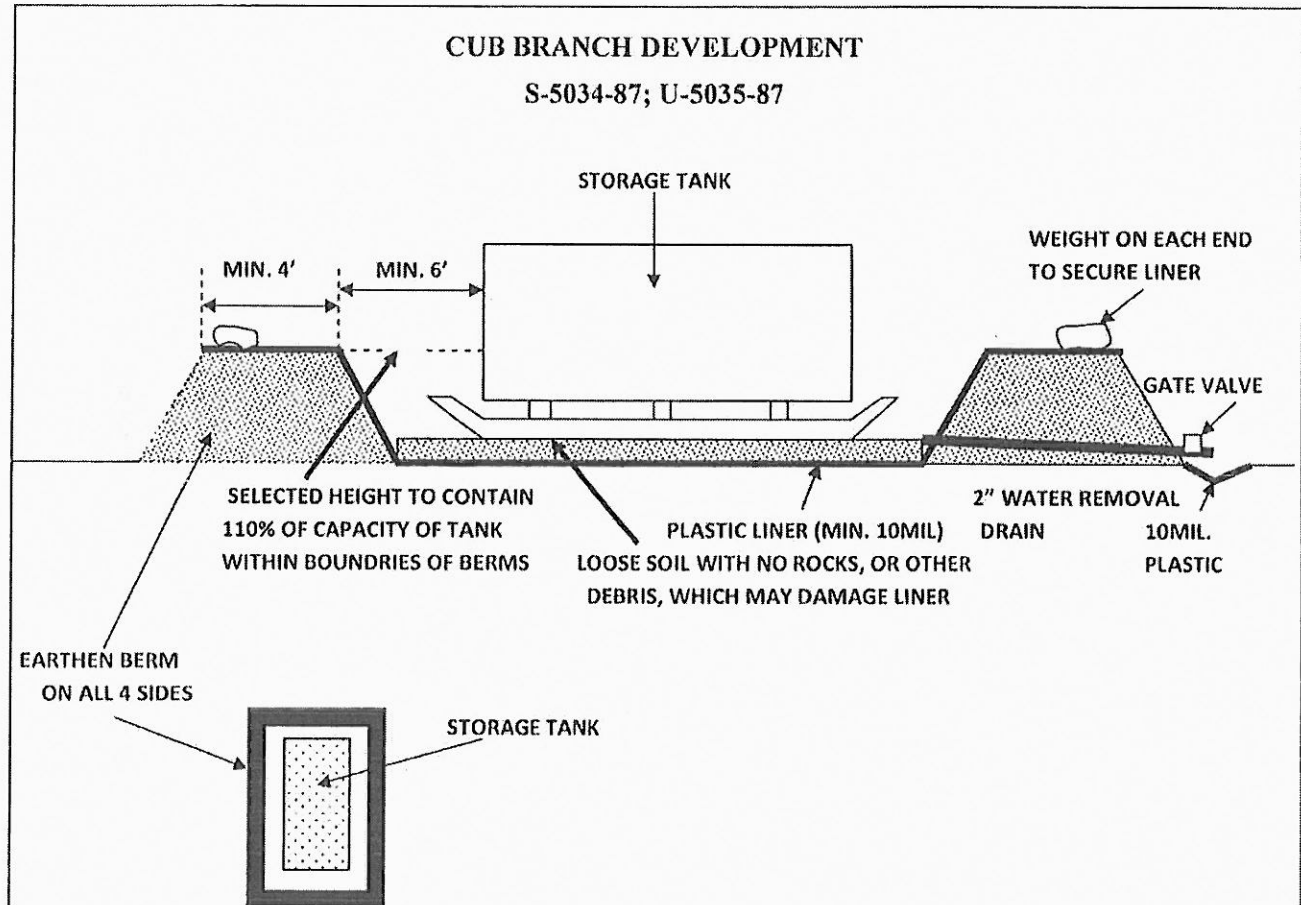


SEDIMENT BARRIER

OFFICE OF SPECIAL RECLAMATION	
TYPICAL PLACEMENT - HAYBALE DIKES	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

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*A two inch (2") water removal drain shall be located at the lowest point in the bottom of the containment volume. It shall connect to a normally closed 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.

If an approved double wall tank is used, the dike can be eliminated. A plastic liner will be placed on the ground around the area where pump hose is located to contain any spillage.

OFFICE OF SPECIAL RECLAMATION

SPILL CONTAINMENT

SCALE: NOT TO SCALE

DRAWN BY:

DATE:

PROJECT NO.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Fireball Construction & Reclamation
of P.O. Box 836, Mt. Gay, WV 25637, as Principal, and The Ohio Casualty Insurance
Company of 62 Maple Avenue, Keene, NH 03431, a corporation organized and existing under the laws of the State of
New Hampshire with its principal office in the City of Keene, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligor, in the penal sum of Five Percent of Bid Amount (\$ 5% of Bid) 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
Pond Removal and Reclamation of Cub Branch Permit, Breedon, WV 25666

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 1st day of August, 20 13.

Principal Seal

Fireball Construction & Reclamation
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
Owner & Partner
(Title)

Surety Seal

The Ohio Casualty Insurance Company
(Name of Surety)
[Signature]
Attorney-in-Fact
Gregory L. Stanley

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.

Was attached to the Power of Attorney

STATE OF Missouri

SS:

COUNTY OF City of St. Louis

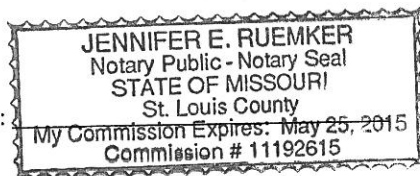
On August 1, 2013, before me, a Notary Public in and for said County and State, residing therein,

duly commissioned and sworn, personally appeared Gregory L. Stanley

known to me to be Attorney-in-Fact of The Ohio Casualty Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires:




NOTARY PUBLIC

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6078242

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cindy Rohr; Donna J. Thone; Gregory L. Stanley; James P. Cittadino; Joel Karsten; Karen Speckhals; Linda C. Morgan; Michael T. Reedy; Theresa A. Hunziker

all of the city of St. Louis, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2013.



STATE OF WASHINGTON ss
COUNTY OF KING

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

On this 12th day of April, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of August, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit, bank deposit,
currency rate, interest rate or residual value guarantee.



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).



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

STATE OF West Virginia
COUNTY OF Logan, TO-WIT:

I, Mark A. Hatcher, after being first duly sworn, depose and state as follows:

1. I am an employee of Fireball Construction & Reclamation, LLC; and,
(Company Name)
2. I do hereby attest that Fireball Construction & Reclamation, LLC
(Company Name)

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

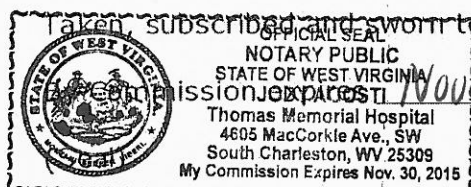
The above statements are sworn to under the penalty of perjury.

Fireball Construction & Reclamation, LLC
(Company Name)

By: Mark Hatcher

Title: Owner (Partner)

Date: 7/25/13



Taken, subscribed and sworn to before me this 25th day of July 2013
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Commission Expires November 30, 2015

Jay Agosti
(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.



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

Solicitation

NUMBER
DEP16253

PAGE
1

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

☐ RFQ COPY
☐ TYPE NAME/ADDRESS HERE

Fireball Construction & Reclamation, LLC
PO Box 836
Mt. Gay, West Virginia 25637

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

DATE PRINTED
07/25/2013

BID OPENING DATE: 08/01/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				1) PROVIDE THE ATTACHED ADDENDUM TO THE ADDITIONAL TERMS AND CONDITIONS.		
				2) PROVIDE THE ATTACHED TECHNICAL QUESTIONS AND ANSWERS		
				3) PROVIDE THE ATTACHED REVISIONS TO THE SPECIFICATIONS		
				4) PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEETS		
				***** END ADDENDUM NO. 1 *****		

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-687-2739	7-28-13
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Council - Preface	46-3082881	

WHEN RESPONDING TO SOLICITATION, 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

Solicitation

NUMBER
DEP16253

PAGE
2

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

☐ RFQ COPY
☐ TYPE NAME/ADDRESS HERE

Fireball Construction & Reclamation, LLC
PO Box 836
Mt. Gay, West Virginia 25637

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

DATE PRINTED
07/25/2013

BID OPENING DATE: 08/01/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$ 176,200
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP16253 ***** TOTAL:						\$ 176,200

SIGNATURE	TELEPHONE 304-687-2739	DATE 7-28-13
TITLE Owner - Partner	FEIN 46-3082861	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DEP16253

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:

- 1) To Provide the attached addendum to the Additional Terms and Conditions.
- 2) To Provide Technical Questions and answers
- 3) To revise the technical specifications and provide two (2) drawings
- 4) Provide the mandatory pre-bid sign in sheet

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: ADDITIONAL TERMS AND CONDITIONS

Legislative acts passed in the 2013 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the provision listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. Anything contained in the current solicitation that conflicts with this provision shall be replaced with this provision listed below.

SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000 of work are to be used to complete the project it will be noted on the subcontractor list.

- a. **Required Information.** The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000 of work, when applicable.
- b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

**Addendum #1 - Questions During Pre-Bid Conference
For DEP16253
Cub Branch Development
Permits S-5034-87 & U-5035-87**

The following questions were identified at the Pre-Bid Conference (PBC) conducted on-site on July 10, 2013. The answers and clarifications provided herein take precedence over verbal answers at the PBC and previously provided specifications and descriptions provided in the Solicitation should there be any conflicts between the two.

LOCATION: On-bench above Pond 1

- Q1: Can we use hammered rock from on site? You say it has to be commercial but then you also say hammered rock.
- A1: Commercial rock: site fully reclaimed. There were issues previously with hammered rock, so we will be leaving it out.
- Q2: Will the hammered rock be taken from the specs then?
- A2: Yes. There are some logistical issues with digging up rock with gas lines and unfavorable slope steepness. This is not to say that if a large stone is uprooted during road construction, you cannot bust it up and use it in the construction, but we don't want to go looking for rock.

Clarification: *The specification for Channels #1 and #2 (Items 10.0 & 18.0) requires all rock to be obtained from commercial sources only. This specification remains unchanged. The statement 'In-place rammed or hammered rock will be acceptable' is now removed. See attached corrected specification.*

- Q3: All of the pond at Site A (Pond #1) must come up to here (reclaimed bench area)?
- A3: Yes. The pond must be cleaned out and we propose to use this area (containment cells 1 and 2) as a central disposal site.

Clarification: *Refer to Scope of Work paragraphs #6 and #13 (bid items #6 and #16). All material as specified must be removed to the respective containment cell areas. Embankment material and/or other suitable reclamation material may be used for regrade within the pond area with prior approval of on-site DEP representative.*

LOCATION: On access road to Pond 1

- Q4: Can we wind-row any of this here (vegetation from road clearing)?
- A4: We don't want it buried, but it can be pushed over to the outside in a controlled fashion. It should not be buried under dirt, but wind-rowing what you clean here will be fine. You shouldn't see much larger than this (vegetation currently on road).

LOCATION: At Pond 1

- Q5: How deep was the pond originally?
- A5: There's about 15-20 feet elevation from the top of the existing pond down to the (downstream) toe. There's a lot of material here.
- Q6: What were the original specs on the site?

**Addendum #1 - Questions During Pre-Bid Conference
For DEP16253
Cub Branch Development
Permits S-5034-87 & U-5035-87**

- A6: I would need to go back to the permit files and see where it's designed at and see if there's an as-built on it, which maybe in 87 or 88. You can see behind the dam you'd be talking ten or twelve feet, maybe fourteen. There's a lot of material. The plan drawing, according to a rangefinder, the sediments start way back on the other side of those trees.

Clarification: *The original design plan shows a total designed pond depth of 19.4' from the upstream toe to the spillway. The design capacity at this depth was 3.45 ac-ft. No as-built information is available.*

- Q7: What material must be used in the ditch?

A7: Sandstone. It doesn't have to be limestone.

- Q8: The wetland has trapped the sediment in the other pond (Pond #2A)?

A8: Yes, there is very little sediment at the other site.

- Q9: How much to be removed?

A9: We picked a control point at the back of the pond, a control point at the (downstream) toe of the embankment and it will be a straight line between the two points. That is the final grade for sediment removal.

Clarification: *See response to Question #3 and attached new drawing for a profile of the Pond #1 area, including final ditch #1 profile.*

- Q10: Is this in the plan?

A10: We have a five hundred foot channel as described. This is a conservative estimate. This sediment cannot be dried and compacted for the sides. The dam itself should be able to be regraded in place down here to open up the channel.

LOCATION: On-bench above Pond 2A

- Q11: Are you going to allow us to do excavation down that hill to construct a safe road to haul the material out of there? And where are we going to dispose of that material, and will it be inclusive in access road construction? You don't want anything over the hill? Are you going to take a cut out of the bank or are you going to cut it down?

A11: We will discuss this and give a definitive answer in the addendum.

- Q12: And do we have to pull the berm back up the hill and put it in the road when we're done.

A12: Yes, it will all have to be put back.

Clarification: *Access roads will be constructed for both Pond #1 and Pond #2A per the attached new typical road section drawing. All material from road cuts / upgrading will be transported to a stable area (per prior approval of on-site DEP representative). Material may also be used for road abandonment or pond reclamation with prior approval of on-site DEP representative.*

LOCATION: At Pond 2A

**Addendum #1 - Questions During Pre-Bid Conference
For DEP16253
Cub Branch Development
Permits S-5034-87 & U-5035-87**

Q13: What is this general area?

A13: This area up here behind us is an old abandoned pond (*wetland*). There is an embankment that you cannot see well. We do not want to disturb it. The water comes down through the channel and goes down a natural rock cliff. This pond (*Pond #2A*) was previously cleaned, though the other (*Pond #1*) was not. The embankment material should be solid and should be suitable for reclamation purposes. The channel extends from where the rock cliff enters the pond and should tie into the downstream toe of the dam.

Q14: Was this area in possible containment?

A14: Containment cell #3 will be in this area. We hope that all you will need to get down in here is the rock. (*We anticipate*) there will be enough room for the sludge; there will be enough material to re-grade with. These ponds could have some sandy material suitable for use, if it can be dried out and it is stable we can use it for reclamation. For bidding purposes, though, if there's questionable material, we need that pond cleaned out.

Clarification: *See clarification response to Question #3.*

Q15: What are you considering the wetland?

A15: It's the pond on the other side of you (*upstream of Pond 2A*). We will not go past the toe of the (*wetland*) embankment for any reason. We will berm the (*containment cell #3*) area and when it dries out, it will need to be regraded and seeded.

BUYER 23	PAGE 1	REQ. OR PO NO. DEP16253
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

BID ITEM TECHNICAL SPECIFICATIONS – REVISED

10.0, 18.0 CONSTRUCT RIP-RAP CHANNELS #1 & #2

Provide all materials, excavate and construct channels as indicated on the attached typical plans, cross section, specifications, and as discussed at the Pre-Bid Showing. Perform, to the extent practicable, all work during low flow conditions. Ditch shall be free draining upon completion of construction. Length of ditch may be adjusted to meet onsite conditions. Additional rip-rap may be used to reinforce the outer radius of curves and in similar high velocity locations.

Note that no quarrying or other removal of rock for channel construction purposes will be allowed within the permit boundaries on this project. Rock utilized for construction on this project shall be from commercial sources only with prior approval by the DEP on-site representative.

A free flowing (3% channel slope) channel number two (#2) shall be constructed through the middle of the entire length of the pond number two (#2) area, with sandstone rip-rap installed. The top width of this channel will be sixteen (16) feet, and the bottom width will be six (6) feet. Depth will be three feet (3'), with two feet (2') flow depth and one foot (1') freeboard.

A free flowing (3% channel slope) channel number one (#1) shall be constructed the entire length of the pond number one (#1) area, with sandstone rip-rap installed. The top width of this channel will be sixteen (16) feet, and the bottom width will be six (6') feet. Depth will be three feet (3'), with two feet (2') flow depth and one foot (1') freeboard.

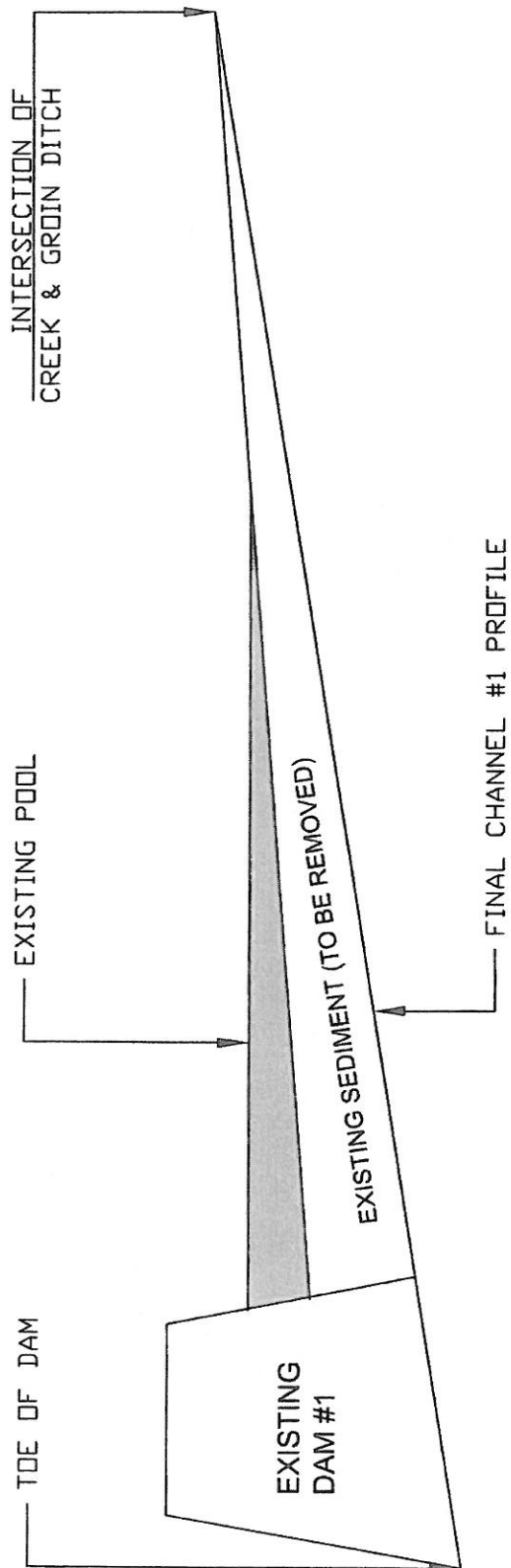
Rip-rap shall be a standard, well graded mixture of durable sandstone placed in a 1.5 foot thick blanket. The mixture ranges in size from three (3") inches minimum to eighteen (18") inches maximum diameter. The mixture shall have a d50 of 12 inches with no more than fifteen percent (15%) of weight less than six (6") inches. Fifty percent (50%) of mixture weight shall be larger than the d50 size. In-place rammed or hammered rock will be acceptable.

All rock shall have a maximum weighted loss of thirty (30%) percent when subjected to five (5) cycles of the sodium sulfate soundness test as outlined by ASTM C88, as modified by AASHTO T-104. If rip-rap suitability is questionable, durability shall be determined by the sodium sulphate test (ASTM C 88 AASHTO T 104-77).

Construct diversion ditches as needed to direct flow around the ponds while sediment material is being removed. Ditches will be eliminated during the final grading of the areas of the pond removal site.

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

BUYER 23	PAGE	REQ. OR PO NO. DEP 16253
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / SPECIAL RECLAMATION		



*NOTE: FINAL CHANNEL SHALL BE
 CONSTRUCTED IN STABLE, SOLID
 MATERIAL, AS APPROVED BY
 ON-SITE DEP REPRESENTATIVE

CHANNEL #1 PROFILE

*NOT TO SCALE

CUB BRANCH
 S-5034-87

OFFICE OF SPECIAL RECLAMATION	
CHANNEL #1 PROFILE	
SCALE: NTS	DRAWN BY: MP
DATE:	PROJECT NO:

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

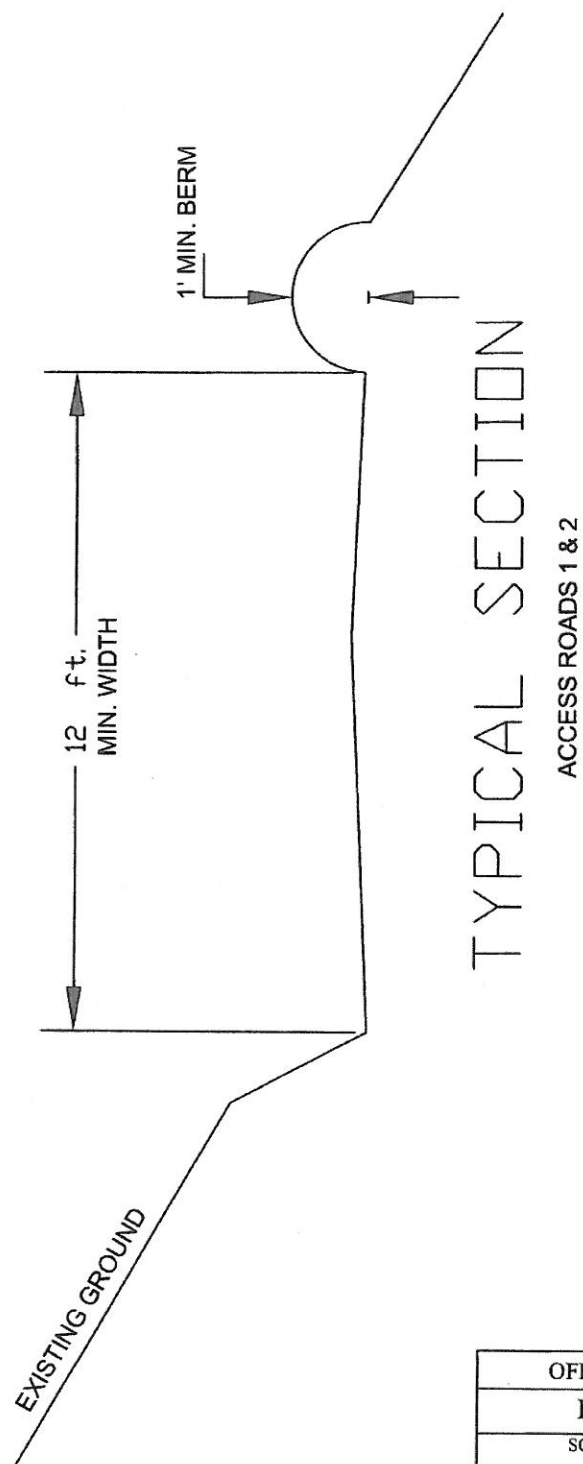
BUYER 23

PAGE

REQ. OR PO NO.
 DEP 16253

SPENDING UNIT

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
 PROTECTION / SPECIAL RECLAMATION



NOTE: THE EXISTING ROAD SHALL BE REGRADED AND SHAPED
 AS NECESSARY TO MEET THESE SPECIFICATIONS.

CUB BRANCH
 S-5034-87

OFFICE OF SPECIAL RECLAMATION

ROAD SECTION TYPICAL

SCALE:

NTS

DRAWN BY:

MP

DATE:

PROJECT NO:

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP16253 Bid Date: August 1, 2013
 Project: Cub Branch Development Pre-Bid Date: July 10, 2013
5-5034-87; 4-5035-87

Name : Ann Knowell
 Company: Eastern Arrow
 Address: PO Box 4108
CHARLESTON WV
25364

Phone #: 304-44-0255
 Fax #: 0256
 Email : easternarrow@hotmail.com

Name : Richard Koger II
 Company: Aspen Corporation
 Address: 2400 Ritter Dr
Daniels WV
25832

Phone #: 304-887-0108
 Fax #: 304-763-4591
 Email : rkoger@aspen-golf.com

Name : David H Bowman
 Company: Green Mountain Company
 Address: 511 50th St
Charleston WV
25304

Phone #: 304-925-0253
 Fax #: 925-9230
 Email : DHB_922@yahoo.com

Name : John Cvetko
 Company: Central Contracting
 Address: 5156th Ave
St Albans, WV
25177

Phone #: 304-722-4939
 Fax #: 722-2899
 Email : johnc@centralcc.com

Name : JR Spencer
 Company: Ronie Spencer Inc
 Address: HC 74 Box 20
STRANGE CREEK, WV
25063

Phone #: 304-364-8116
 Fax #: 8376
 Email : RHS20@yahoo.net

Name : Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO Box 17015
Jefferston, WV
25360

Phone #: 304-984-1115
 Fax #: 984-2770
 Email : RCarpenter103@aol.com

X
 did not
 answer
 call
 Name : COOK'S EXCAVATING LLC
 Company: PO Box 250
 Address: Pineville WV 24874
Amos Robertson

Phone #: (204) 732-7193
 Fax #: (304) 732-0035
 Email : @9citymotors35@hotmail.com

Name : Tony Brockford
 Company: Pineville Paving & Excavating Inc.
 Address: P.O. Box 1290
Pineville WV 24874

Phone #: 304-732-8303
 Fax #: 304-732-7855
 Email : tonyp@pae.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

13

RFQ # : DEP16253
Project: Cvb Branch Development
5-5034-87; 4-5035-87

Bid Date: August 1, 2013
Pre-Bid Date: July 10, 2013

Name : Gary Long
Company: McCourt & Son Const.
Address: 2790 Centralia Rd
Sutton WV 26601

Name : _____
Company: _____
Address: _____

Phone #: 304 765-5288
Fax #: 304 765-5293
Email : glong@wirefire.com

Phone# : _____
Fax # : _____
Email : _____

Name : Mark Hatcher
Company: Fireball Construction & Development
Address: PO box 836
Mt. Gay WV 25637

Name : _____
Company: _____
Address: _____

Phone #: 304-687-2739
Fax #: 304-752-8411
Email : FCandR@yahoo.com

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____

Phone# : _____
Fax # : _____
Email : _____

RFQ No. DEP 16253STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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 (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

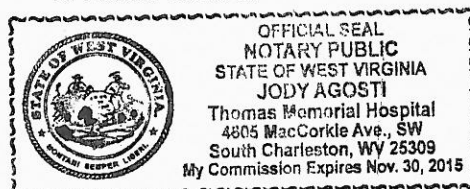
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Fireball Construction & Reclamation, LLCAuthorized Signature: [Signature] Date: 7/25/13State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 25 day of July, 2013My Commission expires November 30, 2015

AFFIX SEAL HERE



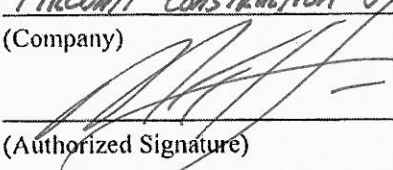
NOTARY PUBLIC

[Signature]
 Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Fireball Construction & Reclamation, LLC
(Company)


(Authorized Signature)

Mark Hatcher (Owner - Partner)
(Representative Name, Title)

304-687-2739 304-752-8411
(Phone Number) (Fax Number)

7/25/13
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP16253

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.

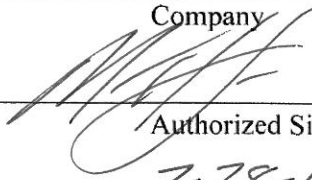
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" 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.

Fireball Construction & Reclamation
 Company

 Authorized Signature
7-28-13
 Date

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