



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

# Solicitation

NUMBER

DEP15897

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET  
304-558-8802

S  
H  
I  
P  
T  
O

Boyd Wolfe  
P.O. Box 288  
Greenville Ky. 41144

BID OPENING DATE: 09/25/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
REQUEST FOR SOLICITATION						
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 LEVEL LAND CONSTRUCTION COMPANY, NOW UNDER REVOKED PERMIT NUMBER(S) S-3007-89, S-3027-90 AND S-3026-88. THIS SITE CONSISTS OF APPROXIMATELY 9.5 ACRES AND IS LOCATED NEAR CALVIN, WV IN NICHOLAS 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.						
DIRECTIONS TO PRE-BID: FROM INTERSECTION OF ROUTE 19 AND ROUTE 41 EAST TRAVEL APPROXIMATELY 7.4 MILES ON ROUTE 41 EAST. TURN RIGHT ONTO FITZWATER ROAD (COUNTY ROUTE 15/2). TRAVEL APPROXIMATELY ONE (1) MILE TO THE MINE SITE.						
CONTACT & PHONE #: NATHAN L. PARKS 304-465-1911, EXT. 3038						
SIGNATURE					TELEPHONE	DATE
FEIN					ADDRESS CHANGES TO BE NOTED ABOVE	

RECEIVED

2012 OCT 12 PM 2:38

WV PURCHASING  
DIVISION

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
DEP15897

PAGE
2

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

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DATE PRINTED
08/14/2012

BID OPENING DATE: 09/25/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.						
***** THIS IS THE END OF RFQ DEP15897 ***** TOTAL:						<u>\$143,975.00</u>

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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:

September 04, 2012 at 10:00 AM at the Site.

Check Page #1 of Solicitation for location and instructions to Pre-Bid site.

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: Questions received at Pre-Bid meeting only

Submit Questions to: N/A  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305  
Fax:  
Email:

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: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BID OPENING TIME: \_\_\_\_\_

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 N/A 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:**                      September 25, 2012 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 for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- | | **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 of 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 . 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:**  
\$1,000,000.00 or more.

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

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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.

☒ West Virginia Contractors License  
West Virginia State Code: 21-11-2

☒ West Virginia Drug Free Affidavit

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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 \_\_\_\_\_ for \_\_\_\_\_. 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, WOMAN-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, woman-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.

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- 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.
- 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](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may 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.

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.

**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: William B. Wolfe

Contractor's License No. WV049837

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 will be governed by the AIA A101-2007 and A201-2007 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.

**ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)**

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
  - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 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.

**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.

Boyd Wolfe Excavating  
(Company)

Boyd Wolfe owner  
(Representative Name, Title)

606-473-3735 606-473-3735  
(Contact Phone/Fax Number)

10-10-2012  
(Date)



**ADDENDUM ACKNOWLEDGEMENT FORM****SOLICITATION NO.:** DEP15897

**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 checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" 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.

Boyd Wolfe Executing  
Company

Boyd Wolfe  
Authorized Signature

10-10-2012  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

BUYER  
GN-23

REQ. or P.O. No.  
DEP15897

## SPENDING UNIT

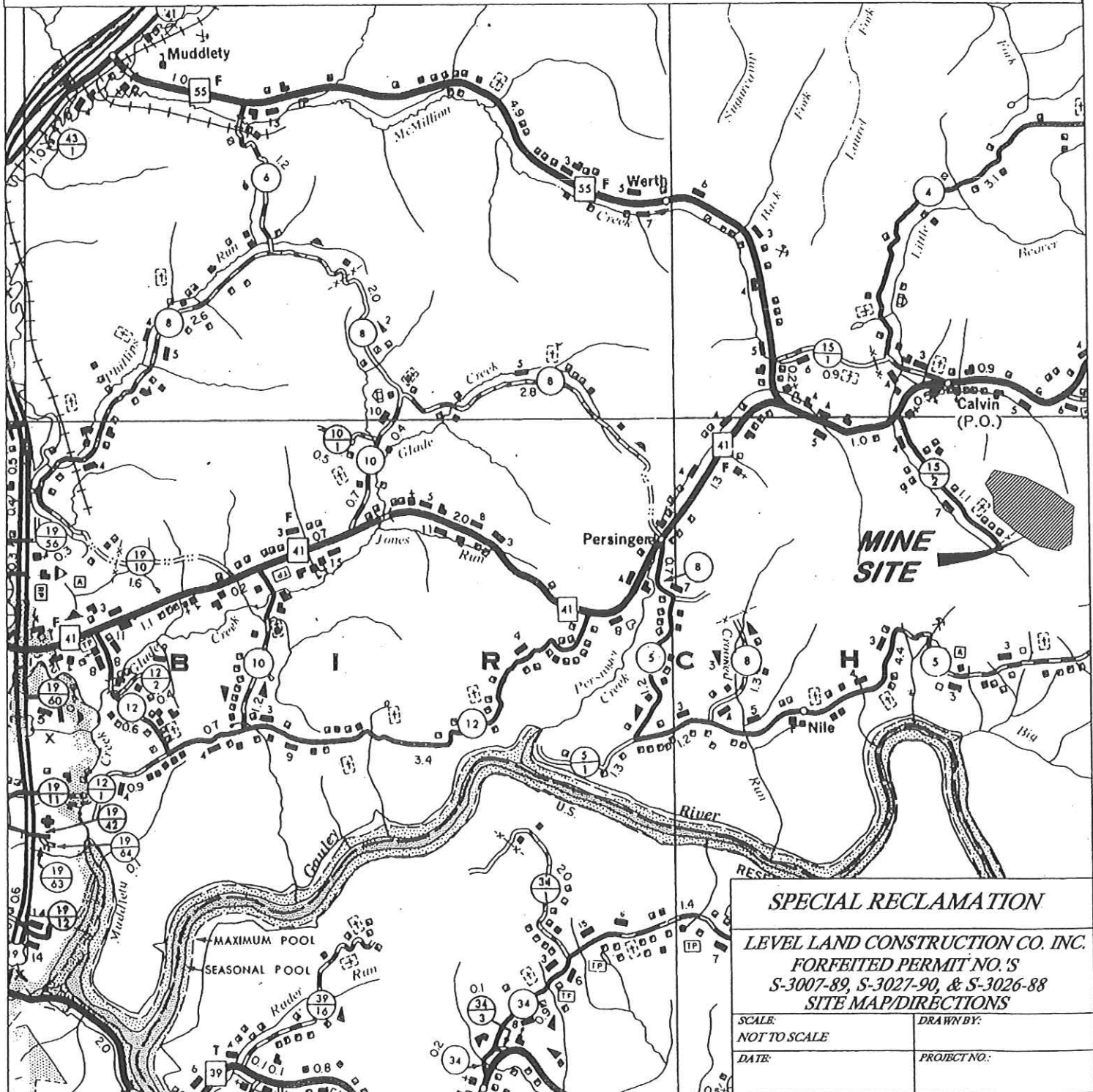
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SPECIAL RECLAMATION

WV-36  
REV. 1/29/02  
VENDOR:

STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET

## DIRECTIONS:

LEVEL LAND CONSTRUCTION CO. INC.  
FORFEITED PERMIT NO'S S-3007-89, S-3027-90, & S-3026-88  
FROM INTERSECTION OF ROUTE 19 AND ROUTE 41 EAST TRAVEL  
APPROXIMATELY 7.4 MILES ON ROUTE 41 EAST. TURN RIGHT ONTO  
FITZWATER ROAD (COUNTY ROUTE  $\frac{15}{2}$ ) TRAVEL APPROXIMATELY 1 MILE  
TO MINE SITE.



## SPECIAL RECLAMATION

LEVEL LAND CONSTRUCTION CO. INC.  
FORFEITED PERMIT NO.'S  
S-3007-89, S-3027-90, & S-3026-88  
SITE MAP/DIRECTIONS

SCALE:  
NOT TO SCALE

DATE:

DRAWN BY:

PROJECT NO.:

BUYER GN-23	REQ. OR PO #25 DEP 15897
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 Level Land Construction Co. Inc., Permit S-3007-89, S-3027-90 & S-3026-88 and any disturbance associated with such operations. 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:

### Permit S-3007-89

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 # 3.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during construction activities and through the life of the warranty period. Sign cost is a No Bid Item and is included with mobilization cost. No work shall be authorized or allowed at the site until sign is constructed and erected on site and approved by DEP. Note: Due to these permits being adjacent Mobilization/Demobilization/Project Sign shall only be paid for permit S-3007-89. However all three permits (S-3007-89, S-3027-90, and S-3026-88) shall be listed on Project Sign.
2. Storm water management shall be in place using bid items # 9.0 & 10.1 in described locations prior to any disturbance of materials or earthwork takes place. See Water Quality Control under the General Performance Standards.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Regrading and topsoiling is required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. It shall be the contractor's responsibility to check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
5. Construction stakeout as necessary to carry out work. (Bid Item # 6.0 )
6. Remove any and all debris from site. Contractor must provide documentation of proper disposal. Cost of debris removal shall be incidental to and included in the cost of Regrading and Topsoiling. (Bid Item # 4.0) Note: All materials shall be left in place within the area designated as Light Industrial as shown on the attached permit overview map.
7. Construct a temporary access road for the removal of Pond (Two) 2. After removal of Pond 2, temporary access road is to be fully reclaimed and disturbed area to be returned to the pre-reclamation contour and profile. Construction of temporary access road shall be incidental to and included in the elimination of Pond 2. Reclamation of temporary access road shall be included in the regrading and topsoiling acreage quantity. Note: Contractor shall make concerted effort to limit disturbance caused by access road construction and reclamation.
8. Eliminate Pond 2. (Bid Item # 7.1) Water shall be pumped from Pond 2 prior to pond elimination. Contractor shall pump water from pond into a geotextile filter bag prior to water leaving permit area (see attached specifications). Cost of geotextile filter bag(s) shall be incidental to and included in the cost of Pond 2 Elimination. If deemed necessary by the WV DEP agent onsite silt fence and haybale dike and sump(s) shall be used in conjunction with geotextile filter bag(s). Silt fence and haybale dike and sump(s) shall be paid under the bid items # 9.0 & 10.1 . Pond 2 shall be removed by regrading dike and if necessary placing additional material within pond area to provide positive drainage to proposed Riprap Channel 1 (one). Note: If soil material is needed on interior slopes of Pond 2 to provide positive drainage, material may be obtained from soil generated from the regrading of Sediment Ditch 2 area.
9. Construct approximately two hundred and fifty (250) linear feet of Rip Rap Channel 1 through the regraded Pond 2 area to convey runoff from Valley Fill 2 core to outslope of existing Pond 2 dike. (Bid Item # 11.1)

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10. Eliminate Sediment Ditch 2 (two). (Bid Item # 7.2) Eliminate segment of Sediment Ditch 2 by regrading outslope to provide a sheetflow drainage pattern. Water shall be pumped from Sediment Ditch 2 prior to ditch elimination. Contractor shall pump water from ditch into a geotextile filter bag prior to water leaving permit area (see attached specifications). Cost of geotextile filter bag(s) shall be incidental to and included in the cost of Sediment Ditch 2 elimination. If deemed necessary by the WV DEP agent onsite silt fence and haybale dike and sump(s) shall be used in conjunction with geotextile filter bag(s). Silt fence and haybale dike and sump(s) shall be paid under the bid items # 9.0 & 10.1. Note: If soil material is needed on interior slopes of Pond 2 to provide positive drainage, material may be obtained from soil generated from the regrading of Sediment Ditch 2 area.
11. Topdress approximately two (2) acres of the permit to improve the quality of the vegetation in the area above Sediment Ditch 2 as delineated on the attached overview map and as determined by WV DEP agent onsite. Note: Areas delineated on attached overview map are not to scale therefore are for reference only. The Contractor shall not exceed the contract acres as specified from the Bid Schedule without written approval from the WV DEP, prior to any additional work being completed. This work shall be paid under the Vegetative Enhancement bid item. (Bid Item # 14.0)
12. Reestablish roadway ditch to provide positive drainage. Regrade adjacent roadway to drain into this reestablished ditch. Reestablishment of the roadway ditch and roadway shall be incidental to and included in the Haulroad/Access Road bid item.
13. Install one twelve (12) inch Type S HDPE (smooth interior corrugated exterior) culvert twenty (20) feet in length to convey water from regraded ditch across roadway. (Bid Item # 8.0)
14. Install approximately seven hundred seventy five (775) linear feet of silt fence and haybale dike for sediment control during and after construction. WV DEP agent onsite will determine where each type will be used.
15. Install approximately twenty (20) sumps for sediment control during and after reclamation as requested by WV DEP agent onsite. Note: These sumps are in addition to those specified under Sediment Control with Silt Fence and Haybale Dike bid item.
16. Regrade and Revegetate approximately four (4) acres of disturbance. This area is to include the temporary access road to Pond 2 area, Pond 2 area and Sediment Ditch 2 area and associated disturbances. (Bid Items # 4.0 & 5.0)
17. Contractor shall place up to one hundred (100) tons of crushed stone as directed by the WV DEP agent on site and paid under the Incidental Stone bid item. (Bid Item # 12.0)

### Permit S-3027-90

18. 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 # 16.0. If, fuel and lubricants are to be stored on site, bid item # 15.0 shall be in place before fuel is delivered.
19. Storm water management shall be in place using bid item # 21.0 & 22.1 in described locations prior to any disturbance of materials or earthwork takes place. See Water Quality Control under the General Performance Standards.
20. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Regrading and topsoiling is required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
21. It shall be the contractor's responsibility to check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
22. Construction stakeout as necessary to carry out work. (Bid Item # 19.0 )
23. Remove any and all debris from site. Contractor must provide documentation of proper disposal. Cost of debris removal shall be incidental to and included in the cost of Regrading and Topsoiling. Bid Item # 17.0) Note: All materials shall be left in



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VENDOR:

place within the area designated as Light Industrial as shown on the attached permit overview map.

24. Topdress approximately one-half (0.5) acre of the permit to improve the quality of the vegetation in the area adjacent to Pond I spillway as delineated on the attached overview map and as determined by WV DEP agent onsite. Note: Areas delineated on attached overview map are not to scale therefore are for reference only. The Contractor shall not exceed the contract acres as specified from the Bid Schedule without written approval from the WV DEP, prior to any additional work being completed. This work shall be paid under the Vegetative Enhancement bid item. (Bid Item # 26.0)

25. Eliminate Supplemental Pond. (Bid Item #20.1) Water shall be pumped from Supplemental Pond prior to pond elimination. Contractor shall pump water from pond into a geotextile filter bag(s) prior to water leaving permit area (see attached specifications). Cost of geotextile filter bag(s) shall be incidental to and included in the cost of Supplemental Pond elimination. If deemed necessary by the WV DEP agent onsite silt fence and haybale dike and sump(s) shall be used in conjunction with geotextile filter bag(s). Silt fence and haybale dike and sump(s) shall be paid under the bid items # 21.0 & 22.1. Eliminate Supplemental Pond by lowering outslope of pond area and regrade interior of pond area to provide positive sheetflow drainage to the existing spillway and proposed Riprap Channels 2 and 3 while maintaining minimal disturbance outside of existing Supplemental Pond area.

26. Construct approximately two hundred twenty five (225) linear feet of Riprap Channel 2 (two) through the regraded Supplemental Pond area to convey runoff toward existing spillway. (Bid Item # 23.1)

27. Construct approximately three hundred (300) linear feet of Riprap Channel 3 (three) through the regraded Supplemental Pond area to convey runoff toward existing spillway. (Bid Item # 23.2)

28. Construct approximately one hundred (100) linear feet of Riprap Channel 4 (four) to extend the existing spillway though the portion of sediment ditch that is to be removed. (Bid Item # 23.3)

29. Eliminate approximately five hundred (500) linear feet of Sediment Ditch G shown on Permit Overview Map. Eliminate segment of sediment ditch by regrading outslope to provide a sheetflow drainage pattern. Water shall be pumped from sediment ditch prior to ditch elimination. Contractor shall pump water from ditch into a geotextile filter bag(s) prior to water leaving permit area (see attached specifications). Cost of geotextile filter bag(s) shall be incidental to and included in the cost of sediment ditch elimination. (Bid Item # 20.2) If deemed necessary by the WV DEP agent onsite silt fence and haybale dike and sump(s) shall be used in conjunction with geotextile filter bag(s). Silt fence and haybale dike and sump(s) shall be paid under the bid items #21.0 & 22.1.

30. Install approximately eighteen hundred (1800) linear feet of silt fence and haybale dike for sediment control during and after construction. WV DEP agent onsite will determine where each type will be used.

31. Install approximately twenty (20) sumps for sediment control during and after reclamation as requested by WV DEP agent onsite. Note: These sumps are in addition to those specified under Sediment Control with Silt Fence and Haybale Dike bid item.

32. Regrade and Revegetate approximately three and one half (3.5) acres of disturbance. This area is to include the Supplemental Pond area, Sediment Ditch G area, and associated disturbances. (Bid Items # 17.0 & 18.0)

33. Contractor shall place up to one hundred (100) tons of crushed stone as directed by the WV DEP agent on site and paid under the Incidental Stone bid item. (Bid Item # 24.0)

### Permit S-3026-88

34 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 # 28.0. If, fuel and lubricants are to be stored on site, bid item # 27.0 shall be in place before fuel is delivered.

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35. Storm water management shall be in place using bid items # 33.0 & 34.1 in described locations prior to any disturbance of materials or earthwork takes place. See Water Quality Control under the General Performance Standards.
36. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Regrading and topsoiling is required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
37. It shall be the contractor's responsibility to check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
38. Construction stakeout as necessary to carry out work. (Bid Item # 31.0 )
39. Remove any and all debris from site. Contractor must provide documentation of proper disposal. Cost of debris removal shall be incidental to and included in the cost of Regrading and Topsoiling. (Bid Item # 29.0). Note: All materials shall be left in place within the area designated as Light Industrial as shown on the attached permit overview map.
40. Eliminate approximately five hundred and fifty (550) linear feet of Sediment Ditch G as indicated on attached Permit Overview Map. Eliminate the portion of sediment ditch shown on the Permit Overview Map by regrading outslope to produce a sheetflow drainage pattern. Water shall be pumped from sediment ditch prior to ditch elimination. Contractor shall pump water from ditch into a geotextile filter bag(s) prior to water leaving permit area (see attached specifications). Cost of geotextile filter bag(s) shall be incidental to and included in the cost of Sediment Ditch elimination. (Bid Item # 32.1) If deemed necessary by the WV DEP agent onsite silt fence and haybale dike and sump(s) shall be used in conjunction with geotextile filter bag(s). Silt fence and haybale dike and sump(s) shall be paid under the bid items # 33.0 & 34.1.
41. Construct approximately one hundred (100) linear feet of Rip Rap Channel 5 to extend the existing natural drainage way though the portion of sediment ditch that is to be eliminated. (Bid Item # 35.1)
42. Construct approximately one hundred (100) linear feet of Rip Rap Channel 6 in ditchline along main access road. (Bid Item # 35.2) Refer to Permit Overview Map for approximate channel location. Regrade and waterbar road (see attached specifications) to direct run off into Rip Rap Channel 6 and existing roadway ditch on road section shown on permit overview map. Cost of road regrading and waterbarring shall be incidental to and included in the Haulroad/Access Road bid item.
43. Install approximately seven hundred fifty (750) linear feet of silt fence and haybale dike for sediment control during and after construction. WV DEP agent onsite will determine where each type will be used.
44. Install approximately twenty (20) sumps for sediment control during and after reclamation as requested by WV DEP agent onsite. Note: These sumps are in addition to those specified under Sediment Control with Silt Fence and Haybale Dike bid item.
45. Regrade and Revegetate approximately two (2) acres of disturbance. This area is to include Sediment Ditch G area, and associated disturbance. (Bid Items # 29.0 & 30.0)
46. Contractor shall place up to one hundred (100) tons of crushed stone as directed by the WV DEP agent on site and paid under the Incidental Stone bid item. (Bid Item # 36.0)

### Permits S-3007-89, S-3027-90 & S-3026-88

47. All bid items specified by the acre on this project in the Bid Schedule shall require the submittal of a final survey to verify final acreages. This submittal shall include a copy of all field notes and a map to scale in paper form and electronic form. Final survey must be conducted under the direct supervision of and certified by a Professional Surveyor or Professional Engineer licensed in the state of West Virginia. Partial payments may be made for estimated acreages that are field verified and agreed upon with the WV DEP agent on site. Partial payments may not exceed 75 percent of bid item prior to final survey.



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

  
17969  
Nathan S. Parks  
Registered Professional Engineer, W. Va. Lic. 17969

Date: 07-12-2012

<sup>1</sup> The term "certify" as used here 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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		<b>BID SCHEDULE</b> <b>PERMIT NAME: LEVEL LAND CONSTRUCTION</b> <b>PERMIT NUMBER(S): S-3007-89</b>		
		The WV DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.		
1.0	LUMP SUM	<b>MOBILIZATION/DEMOBILIZATION/PROJECT SIGN</b> (Limited to 5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>3000.00</u>
2.0	LUMP SUM	<b>SPILL CONTAINMENT AREA (S.C.A.)</b> (Limited to \$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>0</u>
3.0	LUMP SUM	<b>HAULROAD/ACCESS ROAD</b> (Limited to 5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>3000.00</u>
4.0	<u>4.0</u> AC	<b>REGRAIDING AND TOPSOILING</b>	\$ <u>200.00</u> PER ACRE	\$ <u>800.00</u>
5.0	<u>4.0</u> AC	<b>REVEGETATION</b>	\$ <u>1500.00</u> PER ACRE	\$ <u>6000.00</u>
6.0	LUMP SUM	<b>CONSTRUCTION STAKEOUT</b> (Limited to 5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>3000.00</u>
7.0		<b>EXISTING SEDIMENT CONTROL STRUCTURES</b>		
7.1	<u>1</u> EA	<b>POND 2 ELIMINATION</b>	\$ <u>20,000.00</u> PER EA	\$ <u>20,000.00</u>
7.2	<u>1</u> EA	<b>SEDIMENT DITCH 2 ELIMINATION</b>	\$ <u>10,000.00</u> PER EA	\$ <u>10,000.00</u>
8.0	<u>20</u> LF	<b>12" HDPE CULVERTS</b>	\$ <u>25.00</u> PER LF	\$ <u>500.00</u>
9.0	<u>775</u> LF	<b>SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE</b> (Max. Bid \$5.00 Per LF)	\$ <u>3.00</u> PER LF	\$ <u>2325.00</u>
10.0		<b>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</b>		

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
10.1	20 EA	<u>SUMPS</u> (Max. Bid \$100.00 Per Each)	\$ <u>10.00</u> PER EA	\$ <u>200.00</u>
11.0		<u>RIPRAP CHANNEL</u>		
11.1	250 LF	<u>RIPRAP CHANNEL 1</u>	\$ <u>30.00</u> PER LF	\$ <u>7500.00</u>
12.0	100 TON	<u>INCIDENTAL STONE</u>	\$ <u>30.00</u> PER TON	\$ <u>3000.00</u>
13.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
14.0	2.0 AC	<u>VEGETATIVE ENHANCEMENT</u>	\$ <u>1000.00</u> PER ACRE	\$ <u>2000.00</u>
TOTAL FOR PERMIT <u>S-3007-89</u>			\$ <u>61,325.00</u>	

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b> <b>PERMIT NAME: LEVEL LAND CONSTRUCTION</b> <b>PERMIT NUMBER(S): S-3027-90</b>				
The WV DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
15.0	LUMP SUM	<b>SPILL CONTAINMENT AREA (S.C.A.)</b> (Limited to \$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>0</u>
16.0	LUMP SUM	<b>HAULROAD/ACCESS ROAD</b> (Limited to 5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>1,000.00</u>
17.0	<u>3.5</u> AC	<b>REGRAIDING AND TOPSOILING</b>	\$ <u>200.00</u> PER ACRE	\$ <u>700.00</u>
18.0	<u>3.5</u> AC	<b>REVEGETATION</b>	\$ <u>1500.00</u> PER ACRE	\$ <u>5250.00</u>
19.0	LUMP SUM	<b>CONSTRUCTION STAKEOUT</b> (Limited to 5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>1000.00</u>
20.0		<b>EXISTING SEDIMENT CONTROL STRUCTURES</b>		
20.1	<u>1</u> EA	<b>SUPPLEMENTAL POND ELIMINATION</b>	\$ <u>20,000.00</u> PER EA	\$ <u>20,000.00</u>
20.2	<u>1</u> EA	<b>SEDIMENT DITCH G ELIMINATION</b>	\$ <u>5000.00</u> PER EA	\$ <u>5000.00</u>
21.0	<u>1,800</u> LF	<b>SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE</b> (Max. Bid \$5.00 Per LF)	\$ <u>3.00</u> PER LF	\$ <u>5400.00</u>
22.0		<b>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</b>		
22.1	<u>20</u> EA	<b>SUMPS</b> (Max. Bid \$100.00 Per Each)	\$ <u>10.00</u> PER EA	\$ <u>200.00</u>

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
23.0		<u>RIPRAP CHANNEL</u>		
23.1	<u>225</u> LF	<u>RIPRAP CHANNEL 2</u>	\$ <u>30.00</u> PER LF	\$ <u>6750.00</u>
23.2	<u>300</u> LF	<u>RIPRAP CHANNEL 3</u>	\$ <u>30.00</u> PER LF	\$ <u>9000.00</u>
23.3	<u>100</u> LF	<u>RIPRAP CHANNEL 4</u>	\$ <u>30.00</u> PER LF	\$ <u>3000.00</u>
24.0	<u>100</u> TON	<u>INCIDENTAL STONE</u>	\$ <u>30.00</u> PER TON	\$ <u>3000.00</u>
25.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
26.0	<u>0.5</u> AC	<u>VEGETATIVE ENHANCEMENT</u>	\$ <u>1000.00</u> PER ACRE	\$ <u>500.00</u>
TOTAL FOR PERMIT <u>S-3027-90</u>			\$ <u>60,800.00</u>	

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b> <b>PERMIT NAME: LEVEL LAND CONSTRUCTION</b> <b>PERMIT NUMBER(S): S-3026-88</b>				
The WV DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
27.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (Limited to \$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>0</u>
28.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (Limited to 5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>1060.00</u>
29.0	<u>2.0</u> AC	<u>REGRADE AND TOPSOILING</u>	\$ <u>200.00</u> PER ACRE	\$ <u>400.00</u>
30.0	<u>2.0</u> AC	<u>REVEGETATION</u>	\$ <u>1500.00</u> PER ACRE	\$ <u>3000.00</u>
31.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>1000.00</u>
32.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
32.1	<u>1</u> EA	<u>SEDIMENT DITCH G ELIMINATION</u>	\$ <u>5000.00</u> PER EA	\$ <u>5000.00</u>
33.0	<u>750</u> LF	<u>SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>3.00</u> PER LF	\$ <u>2250.00</u>
34.0		<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</u>		
34.1	<u>20</u> EA	<u>SUMPS</u> (Max. Bid \$100.00 Per Each)	\$ <u>10.00</u> PER EA	\$ <u>200.00</u>
35.0		<u>RIPRAP CHANNEL</u>		
35.1	<u>100</u> LF	<u>RIPRAP CHANNEL 5</u>	\$ <u>30.00</u> PER LF	\$ <u>3000.00</u>



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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
35.2	100 LF	<u>RIPRAP CHANNEL 6</u>	\$ <u>30.00</u> PER LF	\$ <u>3000.00</u>
36.0	100 TON	<u>INCIDENTAL STONE</u>	\$ <u>30.00</u> PER TON	\$ <u>3000.00</u>
37.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
		<b>TOTAL FOR PERMIT <u>S-3026-88</u></b>	\$ <u>21,850.00</u>	
		<b>TOTAL FOR PERMIT <u>S-3007-89</u></b>	\$ <u>61,325.00</u>	
		<b>TOTAL FOR PERMIT <u>S-3027-90</u></b>	\$ <u>60,800.00</u>	
		<b>TOTAL FOR PERMIT <u>S-3026-88</u></b>	\$ <u>21,850.00</u>	
		<b>GRAND TOTAL FOR ALL PERMITS</b>		\$ <u>143,975.00</u>

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## BID ITEM TECHNICAL SPECIFICATIONS

### PERMIT S-3007-89

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

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

This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site necessary to begin work on a substantial phase of the contract.

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

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

Note: Due to these permits being adjacent Mobilization/Demobilization shall only be paid for permit S-3007-89.

#### **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 Engineer if acceptable results can be shown. Fuel tanks manufactured with secondary containment are desirable. Minimum secondary containment is 110 percent. (Bid limited to \$1,000.00 maximum)

#### **3.0 HAULROAD/ACCESS ROAD**

The contractor shall maintain and/or construct haulroad/access road(s) during the reclamation process to provide access on a well drained surface. The access road on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item. The lump sum bid for this item shall not exceed 5% of the total bid for this permit.

#### **4.0 REGRADING AND TOPSOILING**

Concurrent regrading and topsoiling shall immediately follow backfilling and shall distribute topsoil or the best available material to support vegetation, as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner. This item shall include the elimination of all rills and

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gullies, the construction of sediment control sumps, the removal of sediment control sumps, the grading of spoil and/or fill materials. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track, with cleats parallel to the contour. Topsoil presently stockpiled on site shall be preserved and spread on the fill surface. In the absence of stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item. The acreage quantities in this contract are estimates for bidding purposes only. It shall be the contractor's responsibility to verify acreage for bidding purposes. The contractor shall not exceed the contract acres as specified from the Bid Schedule without written approval from the WV DEP, prior to any additional work being completed.

#### 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, Tires, Pipe or Conduit is to be dismantled, removed and properly disposed of offsite and according to state, local, and federal requirements. Contractor must provide documentation of proper disposal. Concrete may be broken into sections no larger than four (4) feet in any direction and buried on site. Any rebar or reinforcing steel shall be removed to be flush with the surface of the concrete prior to burial and disposed of offsite. Cost of debris removal shall be incidental to and included in the cost of Regrading and Topsoiling.

#### 5.0 REVEGETATION

The actual seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the WV Department of Environmental Protection. Contractor shall provide equipment as necessary to secure approval of the seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, but no additional monetary compensation will be awarded. Areas outside the limits of construction, disturbed by the contractor, shall be revegetated by the contractor at no expense to WV DEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the WV DEP Specialist. It shall be the contractor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation is established. The acreage quantities in this contract are estimates for bidding purposes only. It shall be the contractor's responsibility to verify acreage for bidding purposes. The contractor shall not exceed the contract acres as specified from the Bid Schedule without written approval from the WV DEP, prior to any additional work being completed.

The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

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

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Final payment of this bid item shall be contingent upon receipt of final surveyed acreage, and verification of quantity of the specified materials by certified weight tickets and/or receipts.

#### MATERIALS SPECIFIED:

##### AGRICULTURAL LIME

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

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

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

Lime shall be applied at 3 ton/acre.

##### FERTILIZER

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

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

##### MULCH

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

Mulch: Wood Fiber at a rate of 1.0 ton/acre

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

##### VEGETATIVE SPECIES

The use of annuals or cover crops will not be considered for vegetative success.

##### SOUTH MIX

VEGETATIVE SPECIES <sup>1</sup>	RATE/ACRE <sup>1</sup>
Orchard Grass	@ 30 lbs/acre
Birdsfoot Trefoil <sup>2</sup>	@ 15 lbs/acre
Red Top	@ 10 lbs/acre
Red Clover	@ 10 lbs/acre
Perennial Ryegrass	@ 10 lbs/acre
Alsike Clover <sup>2</sup>	@ 5 lbs/acre
Weeping Lovegrass	@ 2 lbs/acre
Foxtail Millet <sup>3</sup>	@ 12 lbs/acre
Wheat or Rye <sup>4</sup>	@ 50 lbs/acre

1. Seeding rate required is for pure live seed in pounds (lbs) per acre.

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

3. Spring Mix.

4. Fall Mix.

Post Mining Land Use: Hayland/Pasture

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## 6.0 CONSTRUCTION STAKEOUT

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

### A. MATERIALS

Wooden stakes and other marking materials as described herein.

### B. CONSTRUCTION METHODS

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

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

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

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

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

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

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



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## **7.0 EXISTING SEDIMENT CONTROL STRUCTURES**

Existing structures shall be cleaned out, repaired, eliminated or otherwise reconstructed as directed at the time of the pre-bid showing. Such structures shall be cleaned out when the sediment capacity reaches 60%, repaired, and maintained until demobilization. This item will be a one-time payment. Clean-out and maintenance shall be conducted by the contractor at no expense to WV DEP. (See Attachment)

## **8.0 12 INCH HDPE CULVERTS**

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

### **STANDARD INSTALLATION**

Culverts installed in access roads shall cross the road at a 30 degree angle downgrade with a minimum grade of three percent (3%) from inlet to outlet, except in streams or diversion ditches where the pipe shall be installed straight and coincide with the normal direction of flow.

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

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

The culvert shall be covered with a minimum of two (2) feet of material. Payment shall be for length of culvert installed, and any riprap for rock aprons, headwalls and endwalls shall be incidental to and included in this bid item.

## **9.0 SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE**

Disturbed areas which have storm water runoff and do not pass through a sediment control structure or other areas where excess sedimentation is to be controlled shall utilize the following Best Management Practice (BMP) methods to manage storm water runoff. (For more information on BMP methods go to the WVDEP website [http://www.dep.wv.gov/WWE/Programs/stormwater/csw/Pages/ESC\\_BMP.aspx](http://www.dep.wv.gov/WWE/Programs/stormwater/csw/Pages/ESC_BMP.aspx) and click on **BMP Manual**. The WV Erosion and Sediment Control Best Management Practice Manual may be accessed or printed.)

The drawings and specifications are prepared with all sediment controls anticipated to keep the project within the requirements of the approved plan. However, any adjustments needed to be made to this plan during the execution of this project in order to maintain, at a minimum, compliance with said permit shall be the Contractor's responsibility and expense at no additional cost to WVDEP. Any adjustments to the sediment controls described herein will be at the discretion and prior approval of the WVDEP on-site representative.

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

**CONSTRUCTION** - Approximately 775 LF of silt fence and hay bale dike are proposed for this project, as shown on the attached site plan. Construction of all sediment controls shall comply with the following:

1. Silt fence shall be utilized on perimeter barriers and internally as shown on the plans or as determined necessary by WV DEP agent onsite. Silt fence shall be properly removed after permanent vegetation has been established, or as directed by the WVDEP designated on-site representative. Silt fence shall be installed per the manufacturer's recommendations. See the attached drawings for further details.



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

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

**MAINTENANCE** - Sediment should be removed once it has accumulated to one-half (1/2) the original height of the barrier or one-half (1/2) the sediment capacity of any particular control structure. Filter fabric should be replaced whenever it has deteriorated to such an extent that the effectiveness of the fabric is reduced (approximately six (6)

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months). Silt fence should remain in place until disturbed areas have been permanently stabilized. All sediment accumulated at the fence should be removed and properly disposed of before the fence is removed.

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

### **10.0 CONSTRUCTED SEDIMENT CONTROL STRUCTURE**

A sediment control structure shall be constructed as per attached detailed plans. Such structures shall be cleaned out when the sediment capacity reaches 60%, repaired, maintained and reclaimed if required until demobilization. This item will be a one-time payment. Clean-out, maintenance and reclamation shall be conducted by the contractor at no expense to the WVDEP. See attached detail; "Sediment Control Sump".

### **11.0 RIPRAP DITCH OR CHANNEL**

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

#### **Riprap Standard**

FOR: Channels, Ditches, Road Crossings

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

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

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

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

### **12.0 INCIDENTAL STONE**

During construction of culvert installations, roadway ditch improvements, reshaping of the roadway, rock check dams, and rock filter outlets, and any additional areas that may need stone. Gradation and placement as directed by the WVDEP onsite representative.

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

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### **13.0 UTILITIES**

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

### **14.0 VEGETATIVE ENHANCEMENT**

Areas which have been revegetated prior to this project, which are of a substandard vegetative stand, shall be enhanced during the active concurrent reclamation phase. Fertilization during the fall shall be accomplished prior to September 15 to ensure vegetation realizes the full benefit of the nutrients being applied before the advent of the dormant winter season. Seed shall be applied during spring and fall seeding periods only.

#### **MATERIALS REQUIRED:**

##### **AGRICULTURAL LIME**

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

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

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

Lime shall be applied at 3 ton/acre.

##### **FERTILIZER**

Fertilizer rates given for VEGETATIVE ENHANCEMENT are for 300 lbs. of 18-46-0 per acre. These rates are minimum and for bidding purposes.

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

##### **VEGETATIVE SPECIES**

Vegetative Species <sup>1</sup>	Rate/Acre
Alfalfa	5 lbs/acre
Birdsfoot Trefoil <sup>2</sup>	5 lbs/acre
Red Clover <sup>2</sup>	5 lbs/acre

1. Seeding rate required is for pure live seed in pounds per acre.
2. Herbaceous legumes must be treated with the appropriate bacterium before seeding.
3. Areas with poor vegetation will require scarification of the soil surface prior to top dressing with seed.

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## BID ITEM TECHNICAL SPECIFICATIONS

### PERMIT S-3027-90

#### 15.0 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 Engineer if acceptable results can be shown. Fuel tanks manufactured with secondary containment are desirable. Minimum secondary containment is 110 percent. (Bid limited to \$1,000.00 maximum)

#### 16.0 HAULROAD/ACCESS ROAD

The contractor shall maintain and/or construct haulroad/access road(s) during the reclamation process to provide access on a well drained surface. The access road on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item. The lump sum bid for this item shall not exceed 5% of the total bid for this permit.

#### 17.0 REGRADEING AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall distribute topsoil or the best available material to support vegetation, as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner. This item shall include the elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps, the grading of spoil and/or fill materials. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track, with cleats parallel to the contour. Topsoil presently stockpiled on site shall be preserved and spread on the fill surface. In the absence of stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item. The acreage quantities in this contract are estimates for bidding purposes only. It shall be the contractor's responsibility to verify acreage for bidding purposes. The contractor shall not exceed the contract acres as specified from the Bid Schedule without written approval from the WV DEP, prior to any additional work being completed.

#### 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, Tires, Pipe or Conduit is to be dismantled, removed and properly disposed of offsite and according to state, local, and federal requirements. Contractor must provide documentation of proper disposal. Concrete may be broken into sections no larger than four feet in any direction and buried on site. Any rebar or reinforcing steel shall be removed to be flush with the surface of the concrete prior to burial and disposed of



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offsite. Cost of debris removal shall be incidental to and included in the cost of regrading.

## 18.0 REVEGETATION

The actual seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the WV Department of Environmental Protection. Contractor shall provide equipment as necessary to secure approval of the seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, but no additional monetary compensation will be awarded. Areas outside the limits of construction, disturbed by the contractor, shall be revegetated by the contractor at no expense to WV DEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the WV DEP Specialist. It shall be the contractor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation is established. The acreage quantities in this contract are estimates for bidding purposes only. It shall be the contractor's responsibility to verify acreage for bidding purposes. The contractor shall not exceed the contract acres as specified from the Bid Schedule without written approval from the WV DEP, prior to any additional work being completed.

The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

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

Final payment of this bid item shall be contingent upon receipt of final surveyed acreage, and verification of quantity of the specified materials by certified weight tickets and/or receipts.

### MATERIALS SPECIFIED:

#### AGRICULTURAL LIME

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

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

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

Lime shall be applied at 3 ton/acre.



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### **FERTILIZER**

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

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

### **MULCH**

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

Mulch: Wood Fiber at a rate of 1.0 ton/acre

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

### **VEGETATIVE SPECIES**

The use of annuals or cover crops will not be considered for vegetative success.

#### **SOUTH MIX**

VEGETATIVE SPECIES <sup>1</sup>	RATE/ACRE <sup>1</sup>
Orchard Grass	@ 30 lbs/acre
Birdsfoot Trefoil <sup>2</sup>	@ 15 lbs/acre
Red Top	@ 10 lbs/acre
Red Clover	@ 10 lbs/acre
Perennial Ryegrass	@ 10 lbs/acre
Alsike Clover <sup>2</sup>	@ 5 lbs/acre
Weeping Lovegrass	@ 2 lbs/acre
Foxtail Millet <sup>3</sup>	@ 12 lbs/acre
Wheat or Rye <sup>4</sup>	@ 50 lbs/acre

1. Seeding rate required is for pure live seed in pounds (lbs) per acre.

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

3. Spring Mix.

4. Fall Mix.

Post Mining Land Use: Hayland/Pasture

### **19.0 CONSTRUCTION STAKEOUT**

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

#### **A. MATERIALS**

Wooden stakes and other marking materials as described herein.

#### **B. CONSTRUCTION METHODS**

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

B(2). The Contractor shall provide field forces and shall set all additional stakes needed, such as offset stakes, reference point stakes, slope stakes, pavement and grade stakes, stakes for roadway drainage, sub-

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drains, trench drains, fence, culverts or other structures, supplementary bench marks and any other horizontal or vertical controls necessary to secure a correct layout of the work.

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

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

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

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

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

## **20.0 EXISTING SEDIMENT CONTROL STRUCTURES**

Existing structures shall be cleaned out, repaired, eliminated or otherwise reconstructed as directed at the time of the pre-bid showing. Such structures shall be cleaned out when the sediment capacity reaches 60%, repaired, and maintained until demobilization. This item will be a one-time payment. Clean-out and maintenance shall be conducted by the contractor at no expense to WV DEP. (See Attachment)

## **21.0 SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE**

Disturbed areas which have storm water runoff and do not pass through a sediment control structure or other areas where excess sedimentation is to be controlled shall utilize the following Best Management Practice (BMP) methods to manage storm water runoff. (For more information on BMP methods go to the WVDEP website [http://www.dep.wv.gov/WWE/Programs/stormwater/csw/Pages/ESC\\_BMP.aspx](http://www.dep.wv.gov/WWE/Programs/stormwater/csw/Pages/ESC_BMP.aspx) and click on **BMP Manual**. The WV Erosion and Sediment Control Best Management Practice Manual may be accessed or printed.)

The drawings and specifications are prepared with all sediment controls anticipated to keep the project within the requirements of the approved plan. However, any adjustments needed to be made to this plan during the execution of this project in order to maintain, at a minimum, compliance with said permit shall be the Contractor's responsibility and expense at no additional cost to WVDEP. Any adjustments to the sediment controls described herein will be at the discretion and prior approval of the WVDEP on-site representative.

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

CONSTRUCTION - Approximately 775 LF of silt fence and hay bale dike are proposed for this project, as shown on the attached site plan. Construction of all sediment controls shall comply with the following:

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

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

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finally or temporarily stabilized, such inspection may be conducted only once per month.

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

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

## **22.0 CONSTRUCTED SEDIMENT CONTROL STRUCTURE**

A sediment control structure shall be constructed as per attached detailed plans. Such structures shall be cleaned out when the sediment capacity reaches 60%, repaired, maintained and reclaimed if required until demobilization. This item will be a one-time payment. Clean-out, maintenance and reclamation shall be conducted by the contractor at no expense to the WVDEP. See attached detail; "Sediment Control Sump".

## **23.0 RIPRAP DITCH OR CHANNEL**

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

### **Riprap Standard**

FOR: Channels, Ditches, Road Crossings

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

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

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

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

## **24.0 INCIDENTAL STONE**

During construction of culvert installations, roadway ditch improvements, reshaping of the roadway, rock check



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dams, and rock filter outlets, and any additional areas that may need stone. Gradation and placement as directed by the WVDEP onsite representative.

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

## **25.0 UTILITIES**

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

## **26.0 VEGETATIVE ENHANCEMENT**

Areas which have been revegetated prior to this project, which are of a substandard vegetative stand, shall be enhanced during the active concurrent reclamation phase. Fertilization during the fall shall be accomplished prior to September 15 to ensure vegetation realizes the full benefit of the nutrients being applied before the advent of the dormant winter season. Seed shall be applied during spring and fall seeding periods only.

### **MATERIALS REQUIRED:**

#### **AGRICULTURAL LIME**

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

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

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

Lime shall be applied at 3 ton/acre.

#### **FERTILIZER**

Fertilizer rates given for VEGETATIVE ENHANCEMENT are for 300 lbs. of 18-46-0 per acre. These rates are minimum and for bidding purposes.

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

#### **VEGETATIVE SPECIES**

Vegetative Species <sup>1</sup>	Rate/Acre
Alfalfa	5 lbs/acre
Birdsfoot Trefoil <sup>2</sup>	5 lbs/acre



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Red Clover<sup>2</sup>                      5 lbs/acre

- 1. Seeding rate required is for pure live seed in pounds per acre.
- 2. Herbaceous legumes must be treated with the appropriate bacterium before seeding.
- 3. Areas with poor vegetation will require scarification of the soil surface prior to top dressing with seed.

**BID ITEM TECHNICAL SPECIFICATIONS**

**PERMIT S-3026-88**

**27.0 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 Engineer if acceptable results can be shown. Fuel tanks manufactured with secondary containment are desirable. Minimum secondary containment is 110 percent. (Bid limited to \$1,000.00 maximum)

**28.0 HAULROAD/ACCESS ROAD**

The contractor shall maintain and/or construct haulroad/access road(s) during the reclamation process to provide access on a well drained surface. The access road on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item. The lump sum bid for this item shall not exceed 5% of the total bid for this permit.

**29.0 REGRADEING AND TOPSOILING**

Concurrent regrading and topsoiling shall immediately follow backfilling and shall distribute topsoil or the best available material to support vegetation, as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner. This item shall include the elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps, the grading of spoil and/or fill materials. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track, with cleats parallel to the contour. Topsoil presently stockpiled on site shall be preserved and spread on the fill surface. In the absence of stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item. The acreage quantities in this contract are estimates for bidding purposes only. It shall be the contractor's responsibility to verify acreage for bidding purposes. The contractor shall not exceed the contract acres as specified from the Bid Schedule without written approval from the WV DEP, prior to any additional work being completed.

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#### 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, Tires, Pipe or Conduit is to be dismantled, removed and properly disposed of offsite and according to state, local, and federal requirements. Contractor must provide documentation of proper disposal. Concrete may be broken into sections no larger than four feet in any direction and buried on site. Any rebar or reinforcing steel shall be removed to be flush with the surface of the concrete prior to burial and disposed of offsite. Cost of debris removal shall be incidental to and included in the cost of regrading.

### 30.0 REVEGETATION

The actual seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the WV Department of Environmental Protection. Contractor shall provide equipment as necessary to secure approval of the seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, but no additional monetary compensation will be awarded. Areas outside the limits of construction, disturbed by the contractor, shall be revegetated by the contractor at no expense to WV DEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the WV DEP Specialist. It shall be the contractor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation is established. The acreage quantities in this contract are estimates for bidding purposes only. It shall be the contractor's responsibility to verify acreage for bidding purposes. The contractor shall not exceed the contract acres as specified from the Bid Schedule without written approval from the WV DEP, prior to any additional work being completed.

The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

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

Final payment of this bid item shall be contingent upon receipt of final surveyed acreage, and verification of quantity of the specified materials by certified weight tickets and/or receipts.

#### MATERIALS SPECIFIED:

##### AGRICULTURAL LIME

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

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

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- 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 3 ton/acre.

### **FERTILIZER**

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

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

### **MULCH**

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

Mulch: Wood Fiber at a rate of 1.0 ton/acre

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

### **VEGETATIVE SPECIES**

The use of annuals or cover crops will not be considered for vegetative success.

#### **SOUTH MIX**

VEGETATIVE SPECIES <sup>1</sup>	RATE/ACRE <sup>1</sup>
Orchard Grass	@ 30 lbs/acre
Birdsfoot Trefoil <sup>2</sup>	@ 15 lbs/acre
Red Top	@ 10 lbs/acre
Red Clover	@ 10 lbs/acre
Perennial Ryegrass	@ 10 lbs/acre
Alsike Clover <sup>2</sup>	@ 5 lbs/acre
Weeping Lovegrass	@ 2 lbs/acre
Foxtail Millet <sup>3</sup>	@ 12 lbs/acre
Wheat or Rye <sup>4</sup>	@ 50 lbs/acre

1. Seeding rate required is for pure live seed in pounds (lbs) per acre.

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

3. Spring Mix.

4. Fall Mix.

Post Mining Land Use: Hayland/Pasture

### **31.0 CONSTRUCTION STAKEOUT**

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

#### **A. MATERIALS**

Wooden stakes and other marking materials as described herein.

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## B. CONSTRUCTION METHODS

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

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

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

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

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

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

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

### **32.0 EXISTING SEDIMENT CONTROL STRUCTURES**

Existing structures shall be cleaned out, repaired, eliminated or otherwise reconstructed as directed at the time of the pre-bid showing. Such structures shall be cleaned out when the sediment capacity reaches 60%, repaired, and maintained until demobilization. This item will be a one-time payment. Clean-out and maintenance shall be conducted by the contractor at no expense to WV DEP. (See Attachment)

### **33.0 SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE**

Disturbed areas which have storm water runoff and do not pass through a sediment control structure or other areas where excess sedimentation is to be controlled shall utilize the following Best Management Practice (BMP) methods to manage storm water runoff. (For more information on BMP methods go to the WVDEP website [http://www.dep.wv.gov/WWE/Programs/stormwater/csw/Pages/ESC\\_BMP.aspx](http://www.dep.wv.gov/WWE/Programs/stormwater/csw/Pages/ESC_BMP.aspx) and click on **BMP Manual**. The WV Erosion and Sediment Control Best Management Practice Manual may be accessed or printed.)

The drawings and specifications are prepared with all sediment controls anticipated to keep the project within the requirements of the approved plan. However, any adjustments needed to be made to this plan during the execution of



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this project in order to maintain, at a minimum, compliance with said permit shall be the Contractor's responsibility and expense at no additional cost to WVDEP. Any adjustments to the sediment controls described herein will be at the discretion and prior approval of the WVDEP on-site representative.

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

CONSTRUCTION - Approximately 775 LF of silt fence and hay bale dike are proposed for this project, as shown on the attached site plan. Construction of all sediment controls shall comply with the following:

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

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attached drawing) may become necessary to supplement the silt fence and hay bale dikes. These items shall be installed as shown on the attached plans and at other determined locations upon request of the WVDEP designated onsite representative. Installation of small sumps and rock check dams shall be incidental to this bid item.

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

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

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

#### **34.0 CONSTRUCTED SEDIMENT CONTROL STRUCTURE**

A sediment control structure shall be constructed as per attached detailed plans. Such structures shall be cleaned out when the sediment capacity reaches 60%, repaired, maintained and reclaimed if required until demobilization. This item will be a one-time payment. Clean-out, maintenance and reclamation shall be conducted by the contractor at no expense to the WVDEP. See attached detail; "Sediment Control Sump".

#### **35.0 RIPRAP DITCH OR CHANNEL**

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

##### **Riprap Standard**

**FOR:** Channels, Ditches, Road Crossings

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

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

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



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

### **36.0 INCIDENTAL STONE**

During construction of culvert installations, roadway ditch improvements, reshaping of the roadway, rock check dams, and rock filter outlets, and any additional areas that may need stone. Gradation and placement as directed by the WVDEP onsite representative.

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

### **37.0 UTILITIES**

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

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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 254 Industrial Drive, Oak Hill, WV 25901. These files may contain additional information not included in the contract. Documents including, but not limited to, permit applications, permits, inspection reports, environmental documents, permit violation history, geological and geotechnical information, probable hydrologic consequences, maps, modifications, NPDES information and other related data. Copies may be obtained upon request and payment of copying fees.

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

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

### **PREBID CONFERENCE**

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

### **VIDEO**

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

### **INTENT OF CONTRACT**

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

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

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## GENERAL PERFORMANCE STANDARDS

### INTRODUCTION

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

### BACKFILLING

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

### BLASTING

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

### LIFE OF CONTRACT

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

### WORK PERFORMANCE PERIOD

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

### NOTICE TO PROCEED

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

### PRE-CONSTRUCTION CONFERENCE

The Contractor in possession of the awarded purchase order shall schedule a Pre-Construction Conference on the site

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within ten (10) days after receiving the Notice To Proceed. The Contractor's foreman or the on-the-ground supervisor must be in attendance.

### **GENERAL SUPERVISION**

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

### **CONTRACTOR RESPONSIBILITY**

The contractor is responsible for compliance with all aspects of this written contract. No changes will be honored without prior approval from the Engineer.

### **LAWS TO BE OBSERVED**

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

### **PERMITS, LICENSES AND TAXES**

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

### **CONCURRENT RECLAMATION**

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

### **WATER QUALITY CONTROL**

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

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### **DIFFERING SITE CONDITIONS**

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

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

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

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

### **HANDLING AND STORAGE OF MATERIALS**

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

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

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

### **MAINTENANCE DURING CONSTRUCTION**

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

### **FINAL INSPECTION**

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

### **CONTRACT WARRANTY**

The contract warranty period shall begin after completion of the following items: The DEP has completed a final inspection; a final invoice has been submitted by the contractor; and the invoice approved by the DEP.

### **ACREAGE QUANTITIES**

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

### **PAYMENT**

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



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include employee interviews. Invoices shall be signed in blue ink so that it is easy to verify that document is an original. Vendor should submit with their bid the current remit-to address to be used for payment processing.

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

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

Lump sum items shall be percentage payments based on work completed at time of invoice and paid upon acceptance by the Department of Environmental Protection, unless otherwise specified under Bid Item Technical Specifications. Unit items shall be invoiced by specified units completed and accepted by the DEP.

ROAD ABANDONMENT shall be included in the final construction invoice.

#### **FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES**

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

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

#### **REVEGETATION**

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

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

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

#### **CONTRACT NON-COMPLIANCE**

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

#### **CONTRACT DELETIONS**

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

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VENDOR:

### CANCELLATION

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

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

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

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

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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.

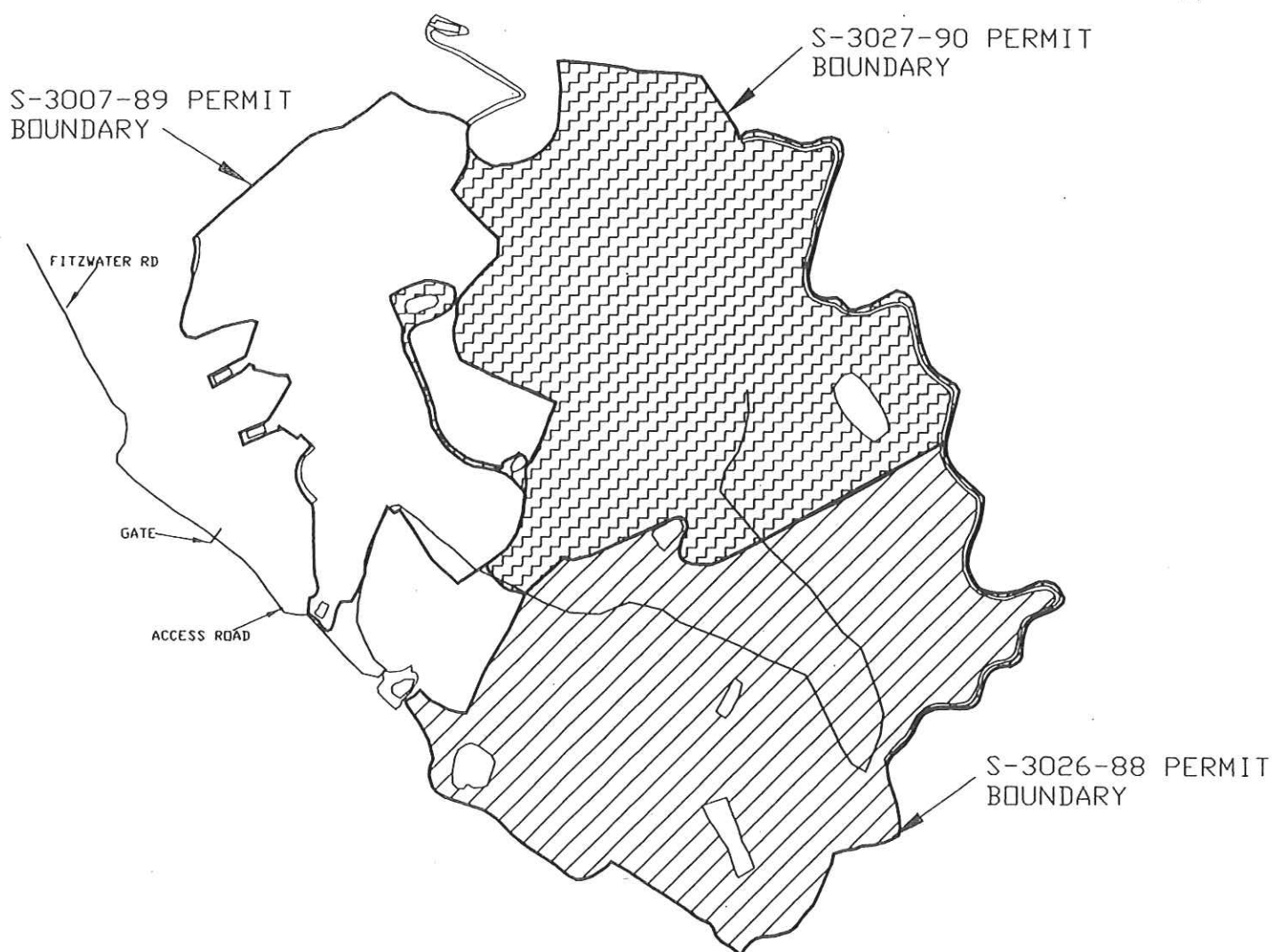
If you have any questions please feel free to contact this office.

Sincerely,

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STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET



### SPECIAL RECLAMATION

LEVEL LAND CONSTRUCTION CO. INC.  
PERMIT NO'S S-3007-89, S-3027-90, S-3026-88

### PERMIT DELINEATION MAP

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DATE:	PROJECT NO:

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GN-23

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SPENDING UNIT

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/  
SPECIAL RECLAMATION

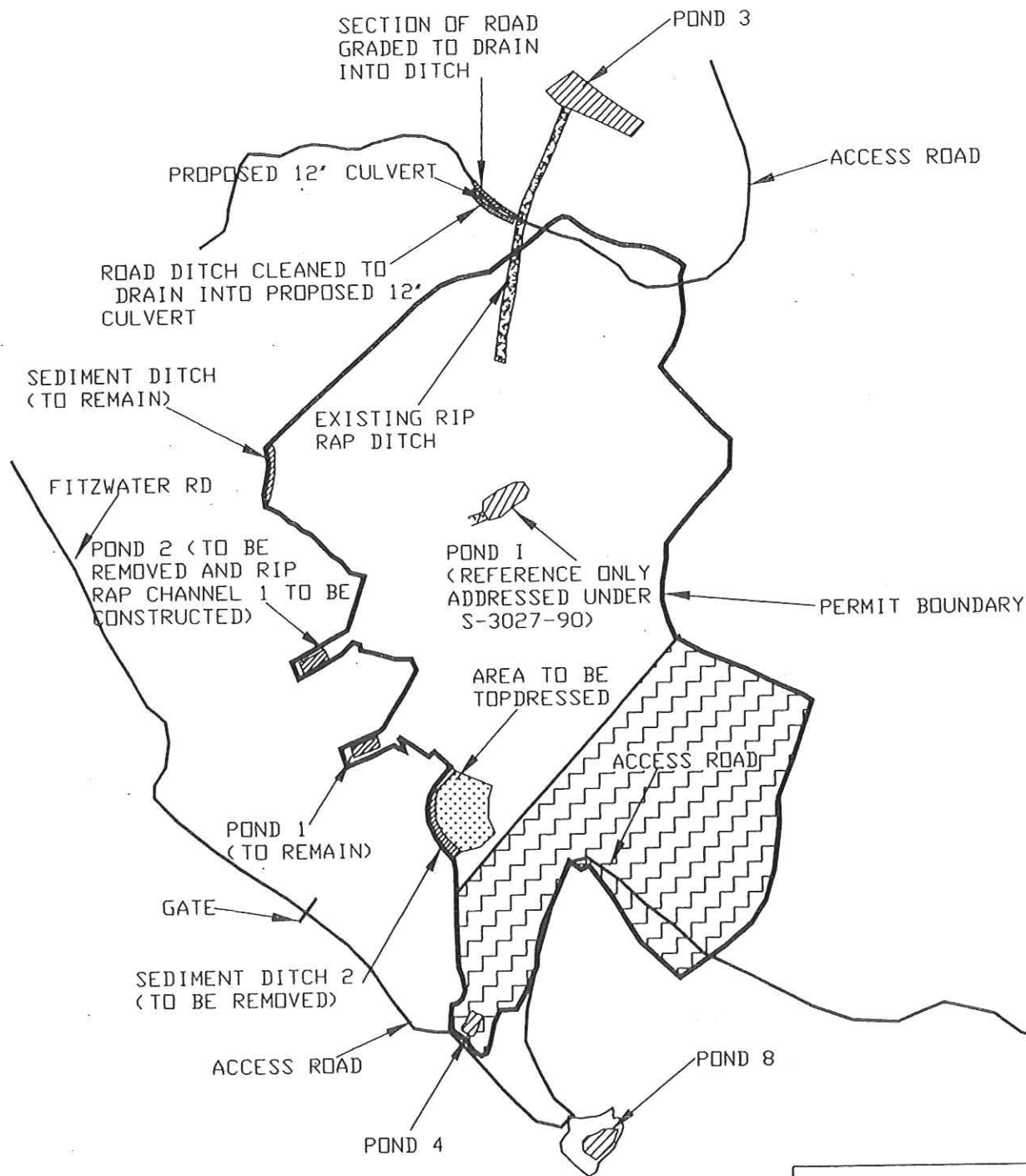
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### SPECIAL RECLAMATION

LEVEL LAND CONSTRUCTION CO. INC.

PERMIT NO S-3007-89

PERMIT OVERVIEW MAP

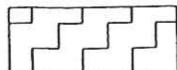
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PROJECT NO.:



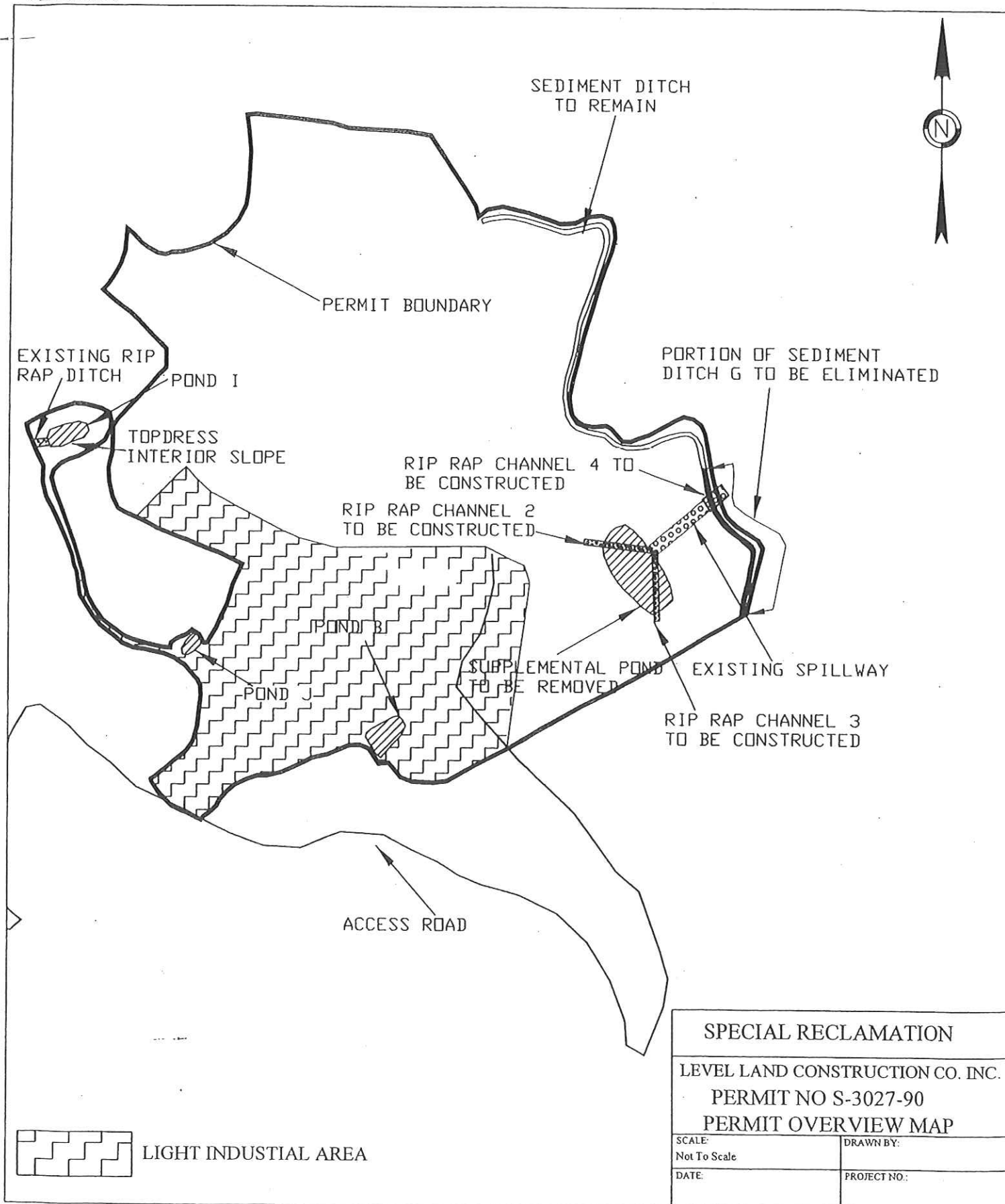
LIGHT INDUSTRIAL AREA



BUYER GN-23	PAGE	REQ. or P.O. No. 1
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WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION		

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SPECIAL RECLAMATION

LEVEL LAND CONSTRUCTION CO. INC.  
PERMIT NO S-3027-90  
PERMIT OVERVIEW MAP

SCALE:

Not To Scale

DATE:

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PROJECT NO.:

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GN-23

REQ. or P.O. No.

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SPENDING UNIT

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/  
SPECIAL RECLAMATION

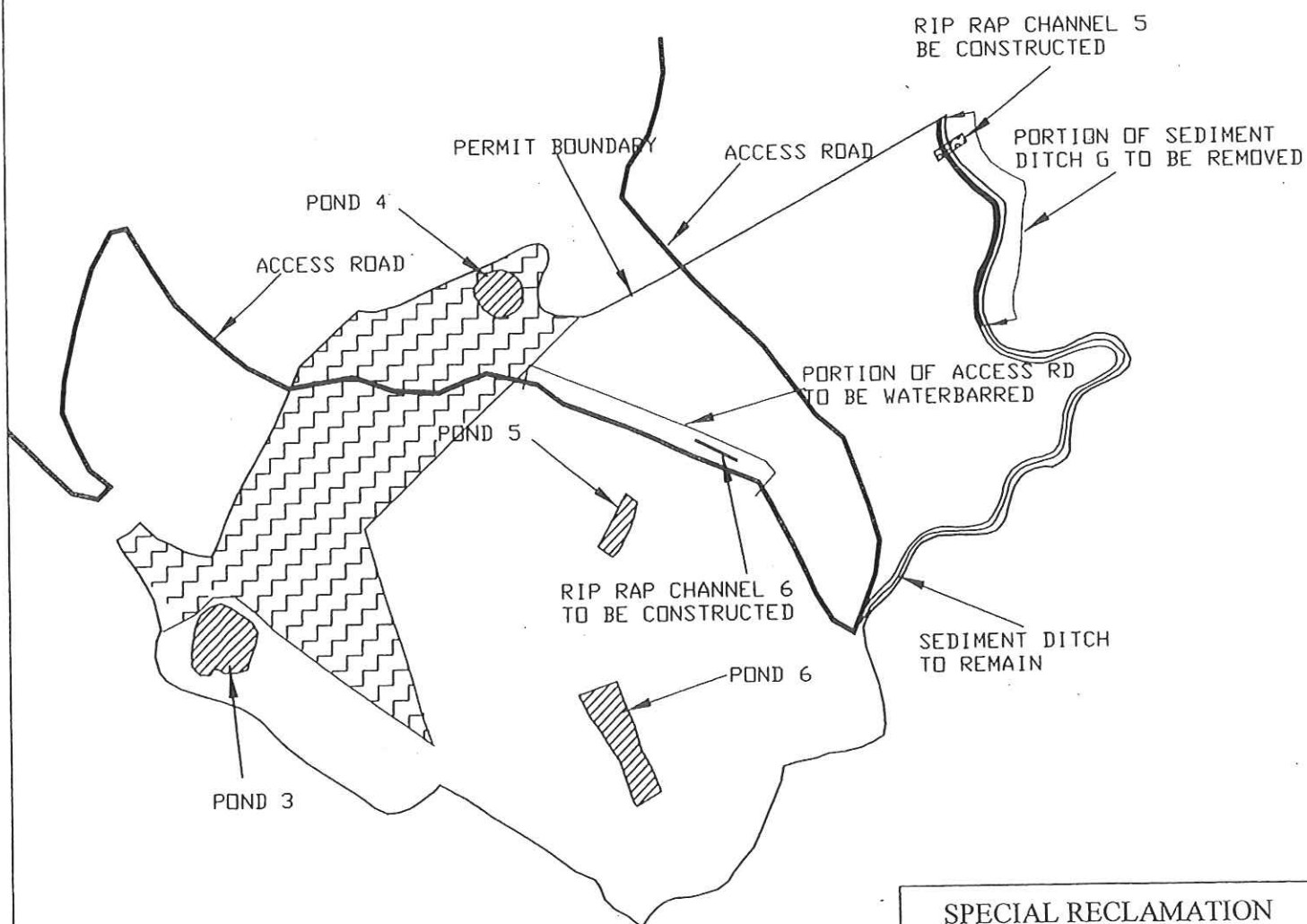
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STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET



SPECIAL RECLAMATION

LEVEL LAND CONSTRUCTION CO. INC.

PERMIT NO S-3026-88

PERMIT OVERVIEW MAP

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DATE

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SPENDING UNIT

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/  
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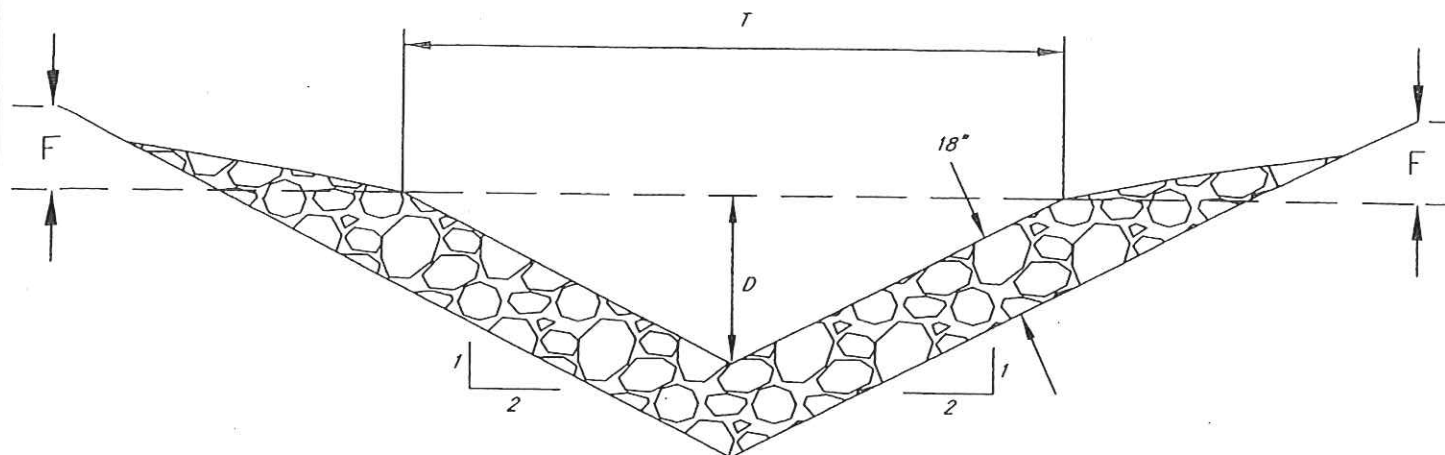
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PURCHASING CONTINUATION SHEET

VENDOR:



Rip Rap Channel	Depth (ft)	Top Width (ft)	Length (ft)	Freeboard (ft)	Lining
Number	D	T		F	
1	2	8	250	1	Rip Rap
2	2	8	225	1	Rip Rap
3	2	8	300	1	Rip Rap
4	2	8	100	1	Rip Rap
5	2	8	100	1	Rip Rap
6	2	8	100	1	Rip Rap

### SPECIAL RECLAMATION

LEVEL LAND CONSTRUCTION CO. INC.  
PERMIT NO'S S-3007-89, S-3027-90 & S-3026-88

### TYPICAL CHANNEL DRAWING

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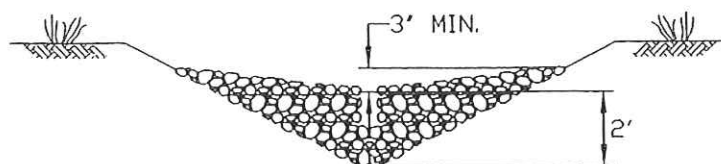
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PROJECT NO.:

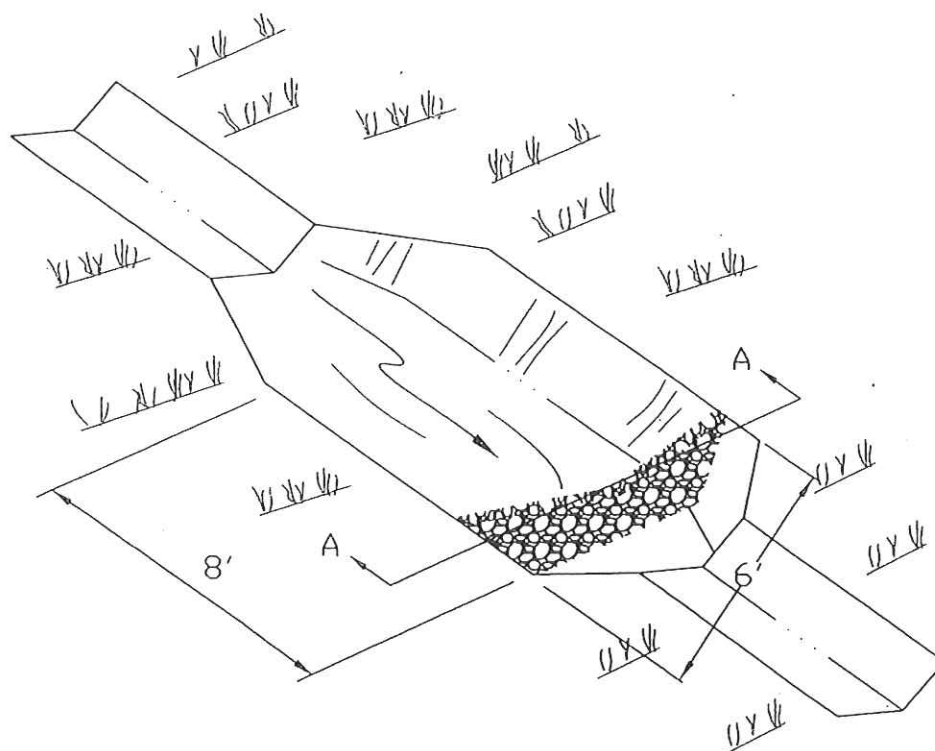
BUYER  
GN-23

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## SEDIMENT CONTROL SUMP



SECTION A-A



## NOTE:

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

## SPECIAL RECLAMATION

LEVEL LAND CONSTRUCTION CO. INC.  
PERMIT NO S-3007-89, S-3027-90, S-3026-88  
SEDIMENT CONTROL SUMP

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Not To Scale

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DATE:

PROJECT NO.:

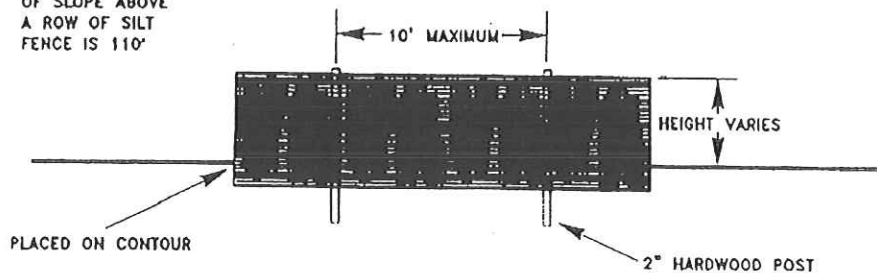
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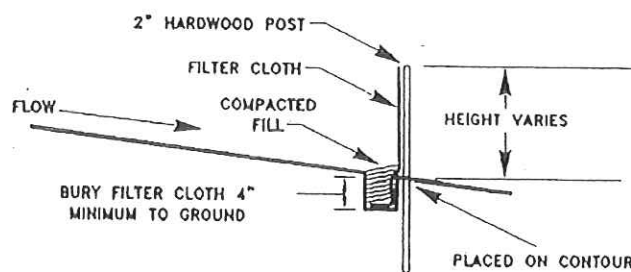
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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION		

## SILT FENCE

NOTE:  
THE MAXIMUM LENGTH  
OF SLOPE ABOVE  
A ROW OF SILT  
FENCE IS 110'



FRONT ELEVATION



SIDE ELEVATION



TOP VIEW

### SPECIAL RECLAMATION

LEVEL LAND CONSTRUCTION CO. INC.  
PERMIT NO S-3007-89, S-3027-90, S-3026-88  
SILT FENCE TYPICAL

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DATE:	PROJECT NO.:

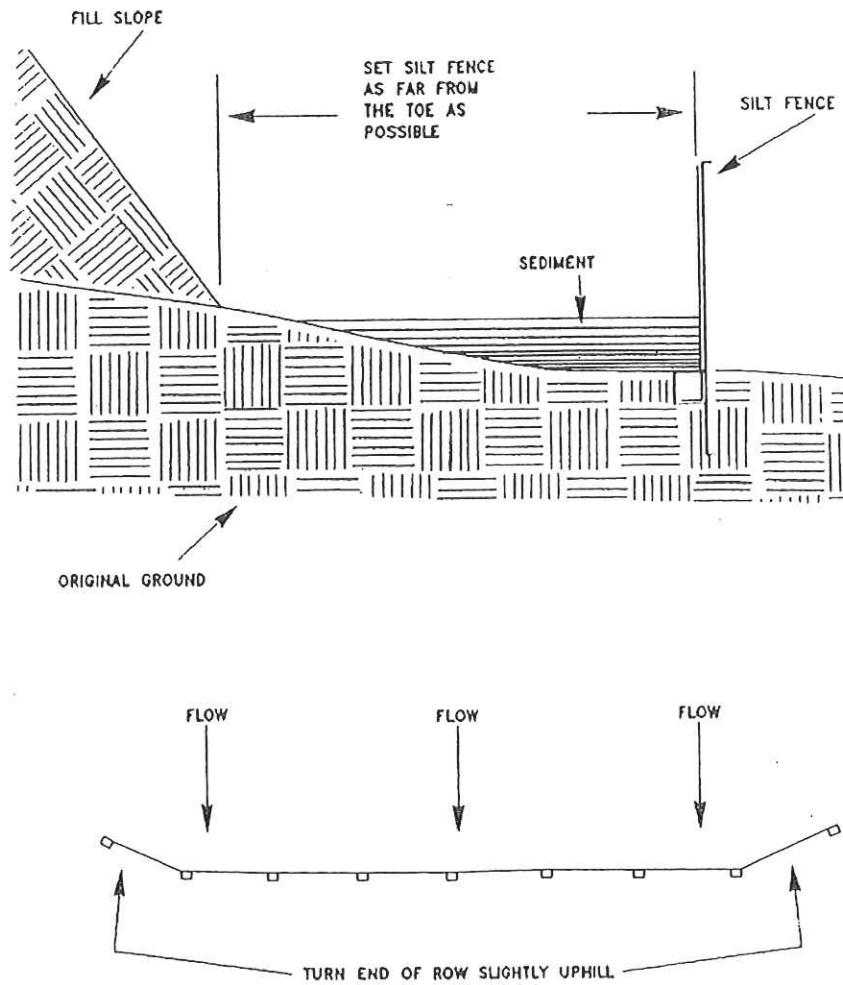


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STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET

# PLACEMENT OF SILT FENCE



## SPECIAL RECLAMATION

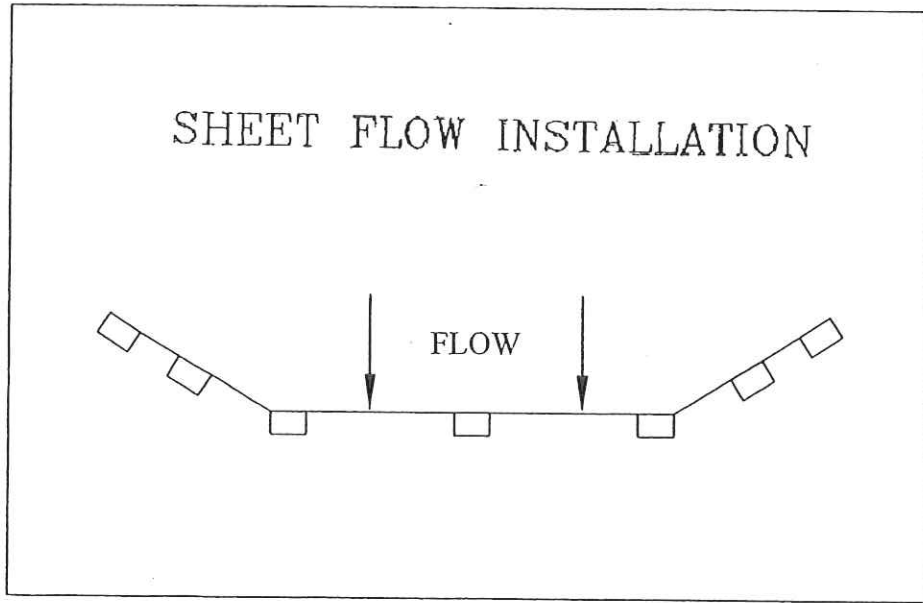
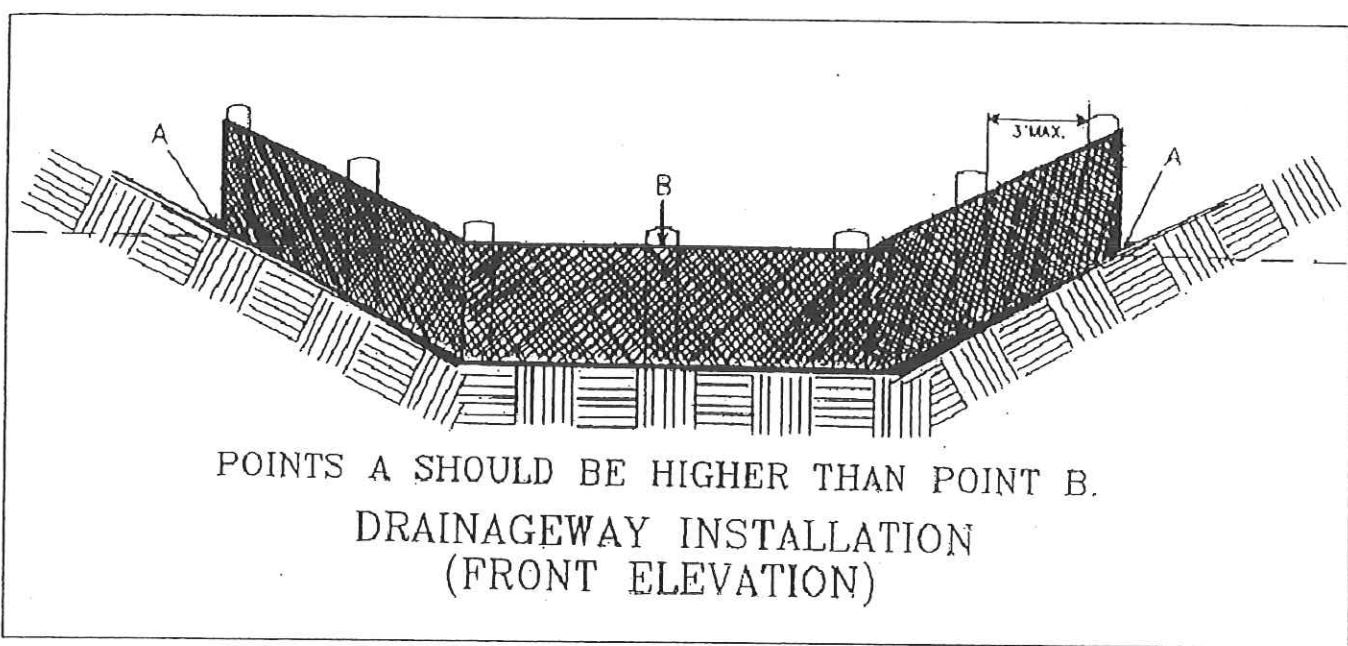
LEVEL LAND CONSTRUCTION CO. INC.  
PERMIT NO S-3007-89, S-3027-90, S-3026-88  
SILT FENCE PLACEMENT TYPICAL

SCALE: Not To Scale	DRAWN BY:
DATE	PROJECT NO.:

BUYER GN-23	REQ. or P.O. No. DEP 15897
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

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REV. 1/29/02  
VENDOR:

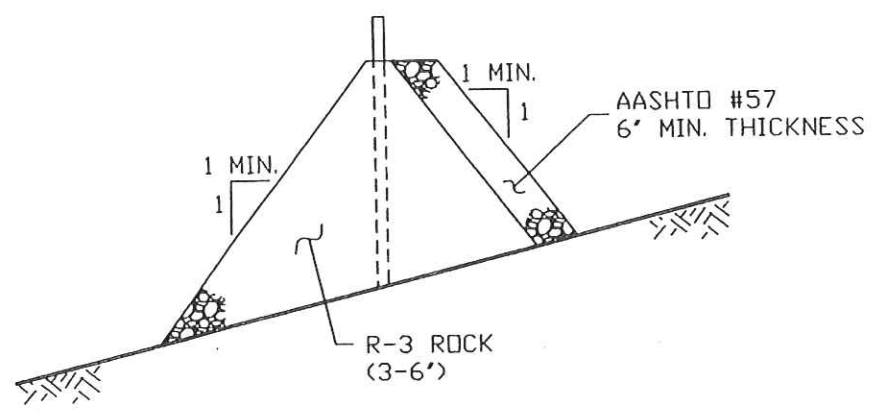
STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET



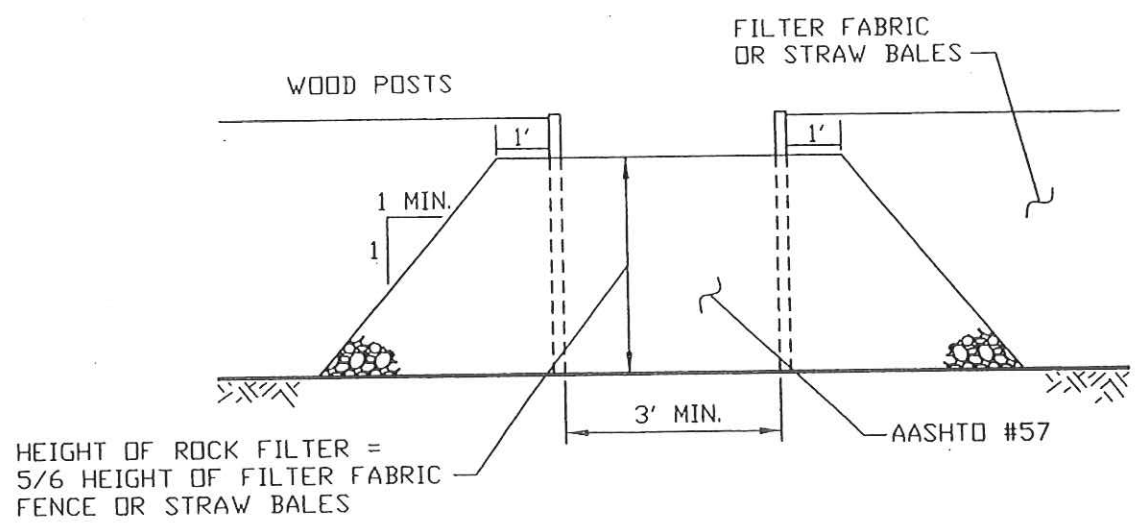
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LEVEL LAND CONSTRUCTION CO. INC. PERMIT NO S-3007-89, S-3027-90, S-3026-88 SILT FENCE INSTALLATION TYPICAL	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER  
GN-23

REQ. or P.O. No.  
DEP 15897



OUTLET CROSS-SECTION

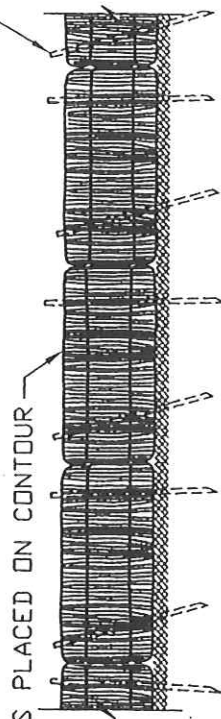


UP-SLOPE FACE

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

SPECIAL RECLAMATION	
LEVEL LAND CONSTRUCTION CO. INC.	
PERMIT NO S-3007-89, S-3027-90, S-3026-88	
ROCK FILTER OUTLETS	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO:

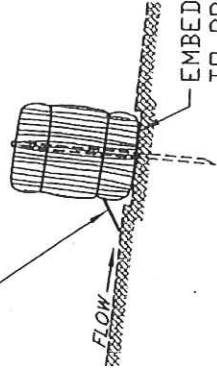
ANGLE FIRST STAKE TOWARD  
PREVIOUSLY LAID BALE



2" x 2" STAKES MINIMUM OF 1' INTO GROUND

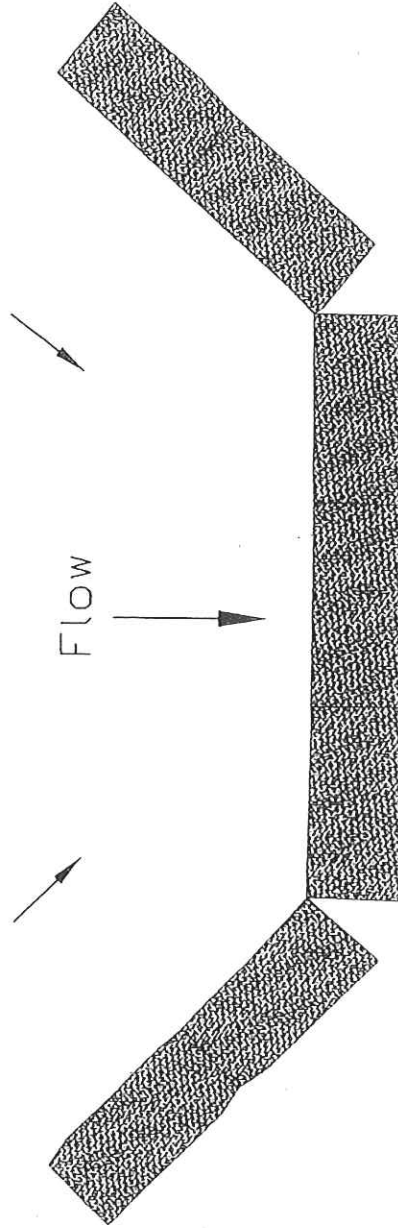
ANCHORING DETAIL

SOIL COMPACTED TO  
PREVENT PIPING



EMBEDDED AS SITE CONDITIONS DICTATE  
TO PREVENT FLOW UNDER BALES.

END VIEW



DESIGN TO FIT SITE CONDITIONS

SEDIMENT BARRIER

TOP VIEW

NOT TO SCALE

BUYER  
GN-23

JL

REQ. or P.O. NO. 75  
DEP15897

**SPECIAL RECLAMATION**

LEVEL LAND CONSTRUCTION CO. INC.  
PERMIT NO S-3007-89, S-3027-90, S-3026-88  
HAY/STRAWBALE DIKE  
SEDIMENT CONTROL

SCALE:  
Not To Scale

DRAWN BY:

DATE:

PROJECT NO.:

BUYER  
GN-23

REQ or P.O. No.

DEP 15897

SPENDING UNIT

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/  
SPECIAL RECLAMATION

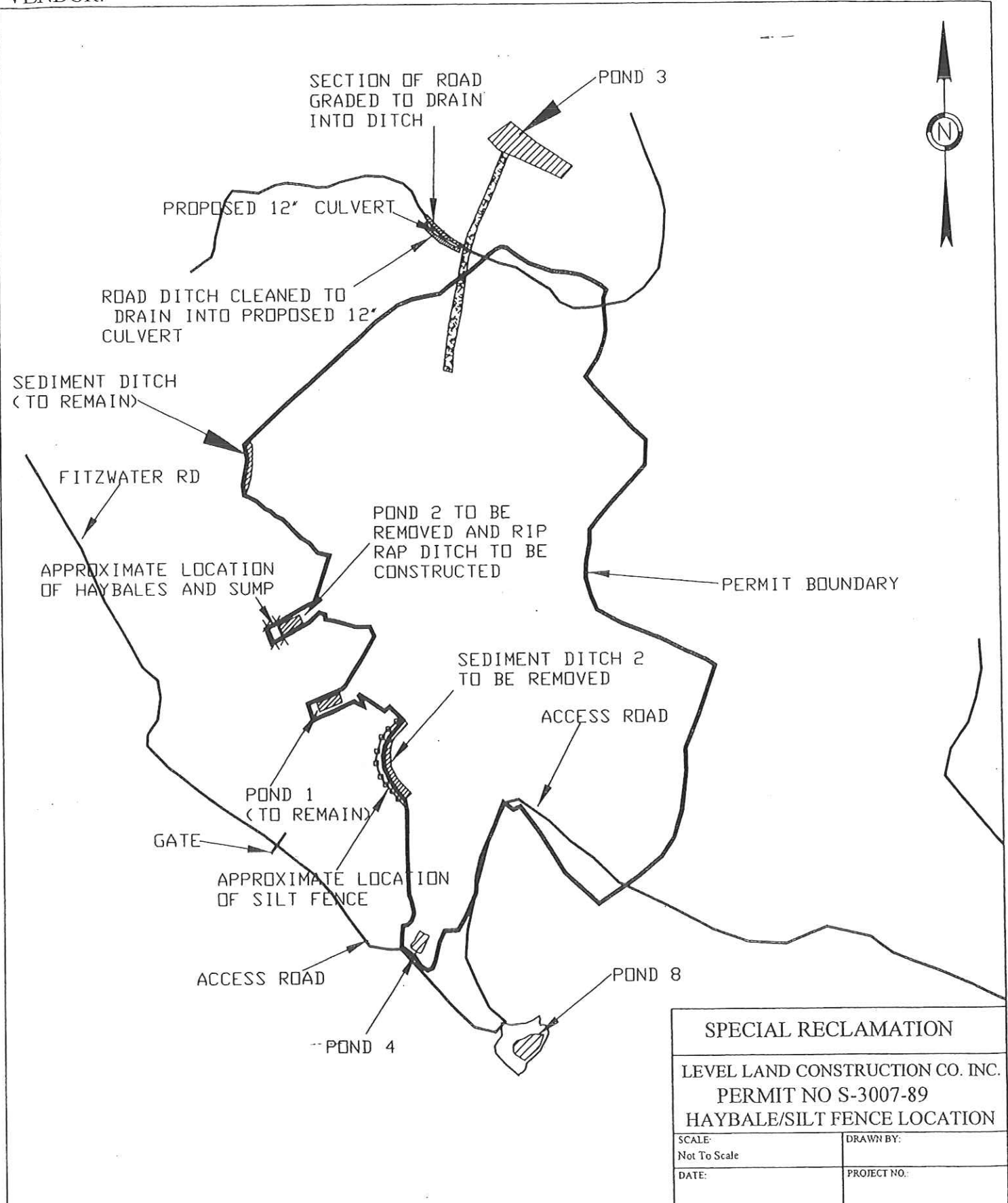
WV-36

STATE OF WEST VIRGINIA

REV. 1/29/02

PURCHASING CONTINUATION SHEET

VENDOR:

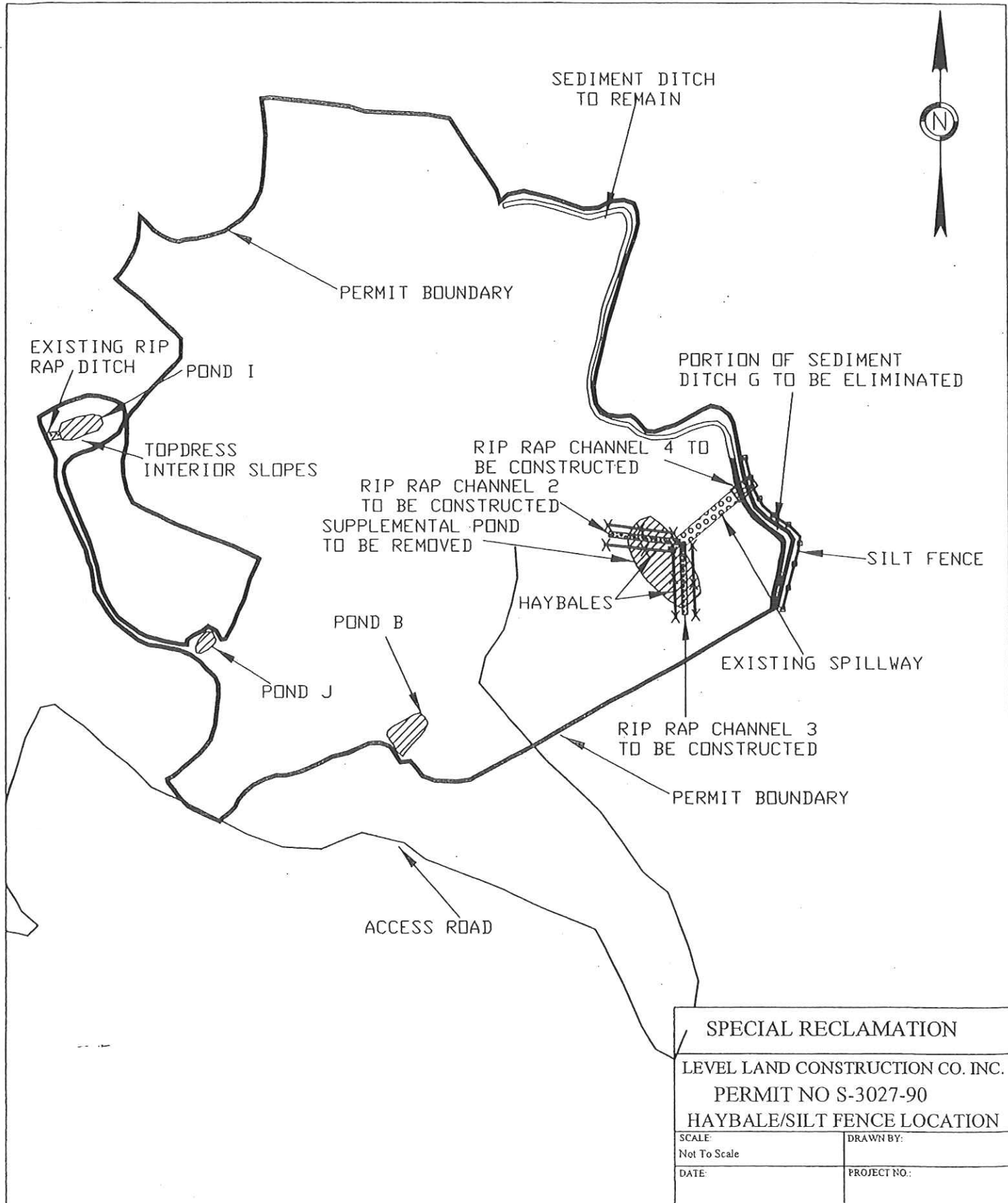




BUYER		REQ. or P.O. No.	77
GN-23		DEP 15897	
SPENDING UNIT			
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION			

WV-36  
REV. 1/29/02  
VENDOR:

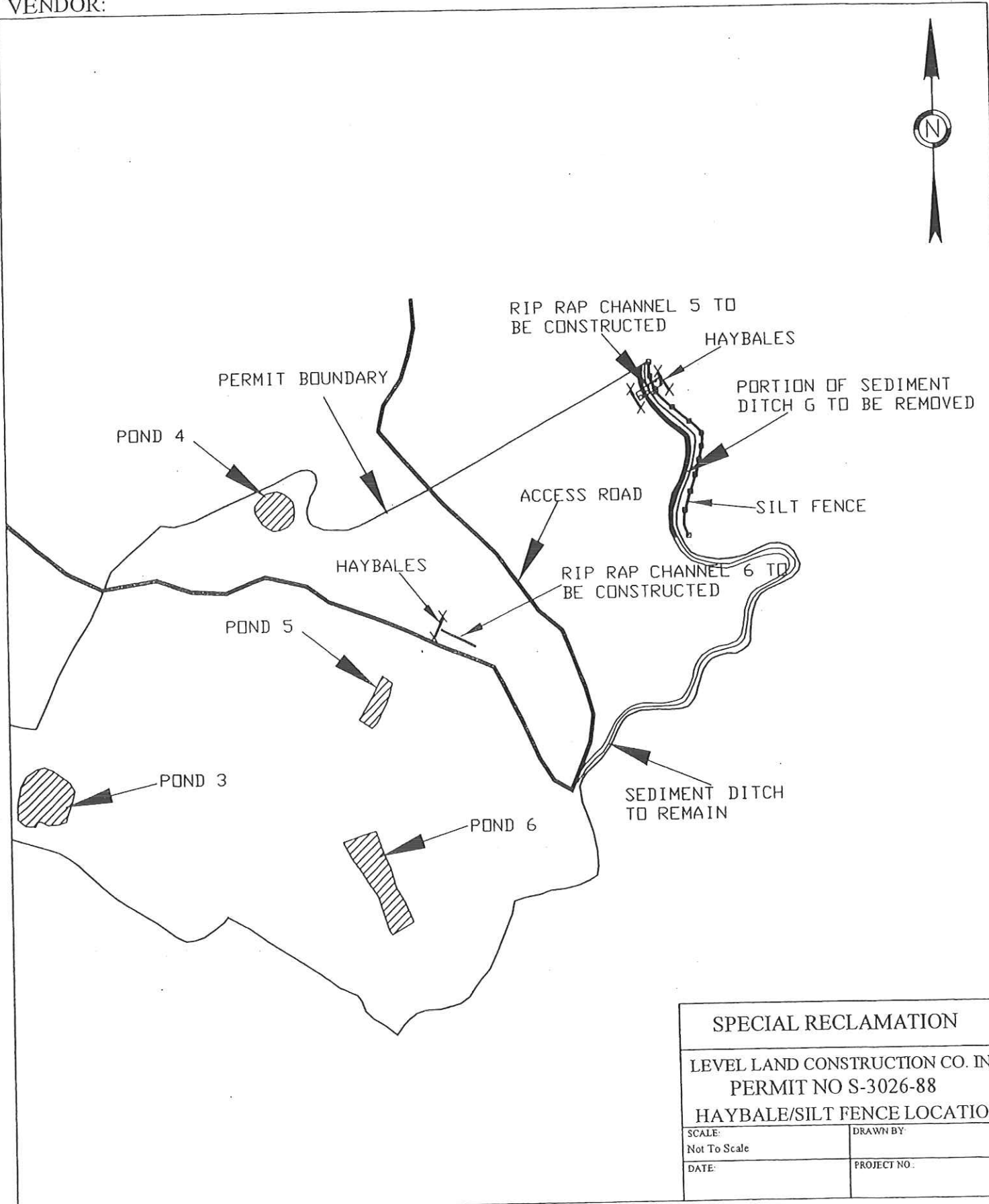
STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET



BUYER GN-23	REQ or P.O. No. DEP 15897
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

WV-36  
REV. 1/29/02  
VENDOR:

STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET



SPECIAL RECLAMATION

LEVEL LAND CONSTRUCTION CO. INC.  
PERMIT NO S-3026-88  
HAYBALE/SILT FENCE LOCATION

SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

BUYER GN-23	REQ. or P.O. No.: DEP 15897
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

WV-36

REV. 1/29/02

VENDOR:

STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET

Abandonment of Haulageways or Access Roads:

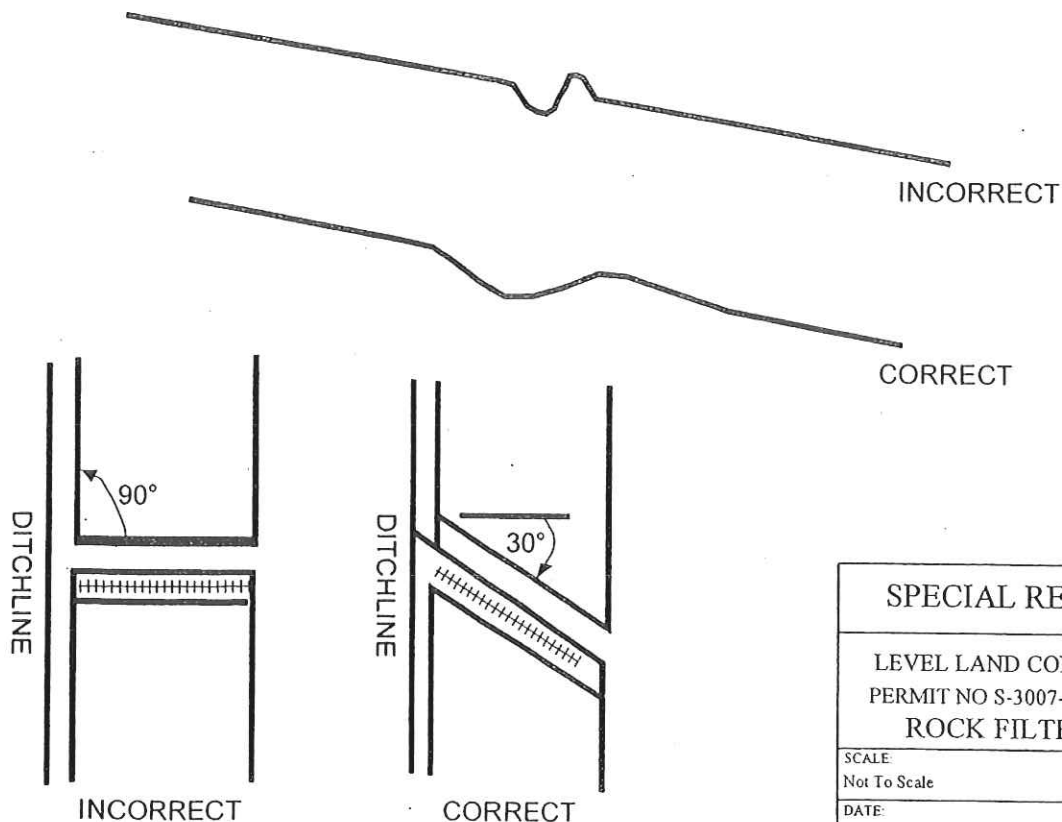
(a) Haulageways or access road shall be abandoned in accordance with the following:

(1) Prior to abandonment of haulageways or access roads, efforts shall be made to prevent erosion by the use of culverts, waterbars, or other devices. Waterbars or earth berms shall be installed according to the following table of spacings:

Percent Grade of Haulageway:	Spacing of Waterbars in Lineal feet
2	250
5	135
10	80
15	60
20	45
Above 20	25

(2) Upon abandonment, all areas of haulageways or access roads shall be immediately seeded and mulched.

## WATER BAR CONSTRUCTION



## SPECIAL RECLAMATION

LEVEL LAND CONSTRUCTION CO. INC.  
PERMIT NO S-3007-89, S-3027-90, S-3026-88  
ROCK FILTER OUTLETS

SCALE:

Not To Scale

DRAWN BY:

DATE:

PROJECT NO.:

BUYER GN-23	REQ. or P.O. No. DEP 15897
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ SPECIAL RECLAMATION	

WV-36  
REV. 1/29/02  
VENDOR:

STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET

Geotextile Filter Bag Fabric Properties

Properties	Minimum Value
Grab Tensile	250 Lbs.
Puncture	165 Lbs.
Flow Rate	70 Gal/Min/Ft <sup>2</sup>
Permitivity	1.3 Sec.-1
Mullen Burst	550 Lbs./ In <sup>2</sup>
UV Resistant	70%
AOS % Retained	100%

All properties are minimum average roll value.

Contractor shall select filter bags that are of adequate size to accommodate flow rate of pump used.

The filter bag shall be placed on an aggregate or hay bale bed to maximize water flow through the entire surface area of the bag.

The filter bags must be inspected frequently during pumping operations and repaired or replaced once the filter bag is no longer functioning as designed.

The filter bag is full when it no longer can efficiently filter sediment or pass water at a reasonable rate.

Sediment from filter bags may be left onsite and vegetated, however filter bags must be disposed of offsite.

SPECIAL RECLAMATION	
LEVEL LAND CONSTRUCTION CO. INC. PERMIT NO S-3007-89, S-3027-90, S-3026-88 Geotextile Filter Bag	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:

WV-36a STATE OF WEST VIRGINIA  
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 VENDOR:

BUYER GN-23	REQ. OR PO NO. DEP 15897
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	

### General Requirements

## PROJECT CONSTRUCTION SIGN

### WORK REQUIRED

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

### MATERIALS

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

Wood. Sign face shall be  $\frac{3}{4}$ " X 4' X 8' Marine Exterior plywood, and posts and cross braces shall be treated.

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

### EXECUTION

#### PROJECT SIGN

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

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

#### PAYMENT

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

#### NOTE

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



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

BUYER GN-23	REQ. OR PO NO. DEP 15897
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION	



Earl Ray Tomblin,  
Governor



Randy C Huffman,  
Cabinet Secretary



Ken Ellison,  
Director

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

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

Project Cost: \$XXX,XXX.00

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

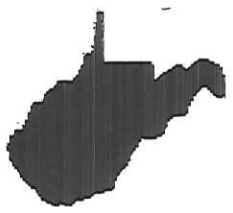


Permit Name  
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

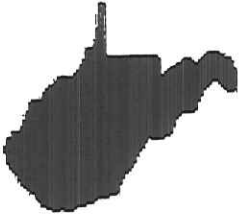


WV-36a STATE OF WEST VIRGINIA  
REV. 5/26/09 PURCHASING CONTINUATION SHEET  
VENDOR:

BUYER GN-23	REQ. OR PO NO. DEP 15897
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

1 1/2"	17 1/4"	77 1/4"
1 1/8"		
15 3/4"		<p><b>STATE OF WEST VIRGINIA</b> <b>DEPARTMENT OF ENVIRONMENTAL PROTECTION</b></p> <p><b>Division of Land Restoration</b> <b>Office of Special Reclamation</b></p> <p>Project Cost: \$XXX,XXX.00 Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies</p>
7 7/8"	<p><b>Earl Ray Tomblin,</b> Governor</p>	
3 3/4"		
7 7/8"	<p>Randy C Huffman, Cabinet Secretary</p>	
3"		
8 5/8"	<p>Ken Ellison, Director</p>	
		<p>Permit Name Permit Number</p>
		<p>Contractor: Joe Smith Contracting</p>
		<p>Project Start Date: 01/01/01</p>



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

BUYER GN-23	REQ. OR PO NO. DEP 15897
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

96"					
48"	 <b>Earl Ray Tomblin,</b> Governor				
	<b>STATE OF WEST VIRGINIA</b> <b>DEPARTMENT OF ENVIRONMENTAL PROTECTION</b>  <b>Division of Land Restoration</b> <b>Office of Special Reclamation</b>  Project Cost: \$XXX,XXX.00 Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies				
	 Randy C Huffman, Cabinet Secretary				
	 Ken Ellison, Director				
<table border="1"><tr><td colspan="2">Permit Name Permit Number</td></tr><tr><td>Contractor: Joe Smith Contracting</td><td>Project Start Date: 01/01/01</td></tr></table>		Permit Name Permit Number		Contractor: Joe Smith Contracting	Project Start Date: 01/01/01
Permit Name Permit Number					
Contractor: Joe Smith Contracting	Project Start Date: 01/01/01				
5 1/4"	7 7/8"				
9 3/8"	81 3/8"				

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

BUYER GN-23	REQ. OR PO NO. DEP 15897
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

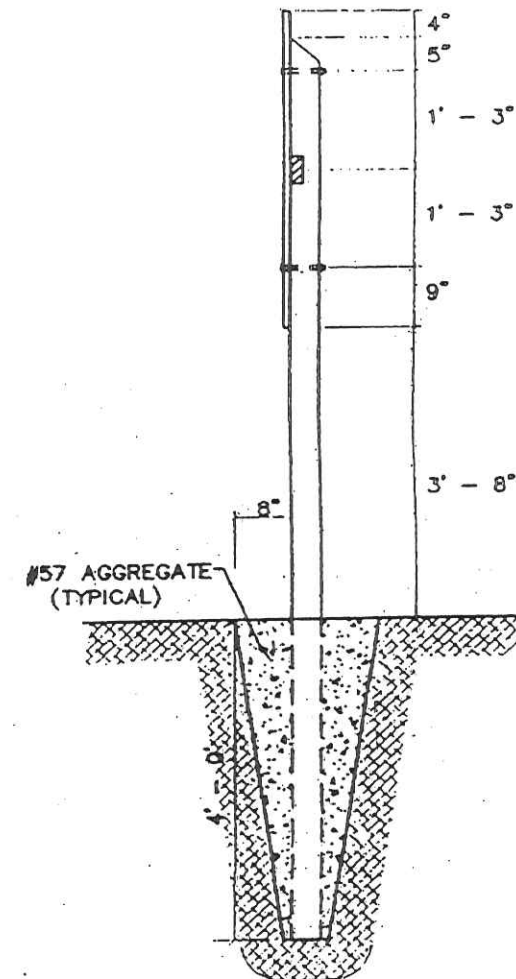
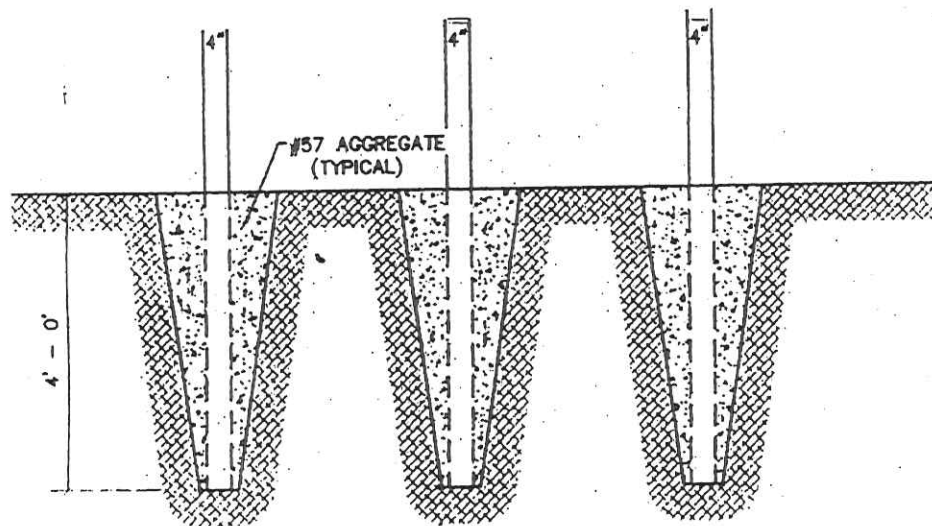
 <b>Earl Ray Tomblin,</b> <b>Governor</b>  <b>Randy C Huffman,</b> <b>Cabinet Secretary</b> <b>DLR</b> <b>Ken Ellison,</b> <b>Director</b>	<b>STATE OF WEST VIRGINIA</b> <b>DEPARTMENT OF ENVIRONMENTAL PROTECTION</b>  <b>Division of Land Restoration</b> <b>Office of Special Reclamation</b>  Project Cost: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

WV-36a STATE OF WEST VIRGINIA  
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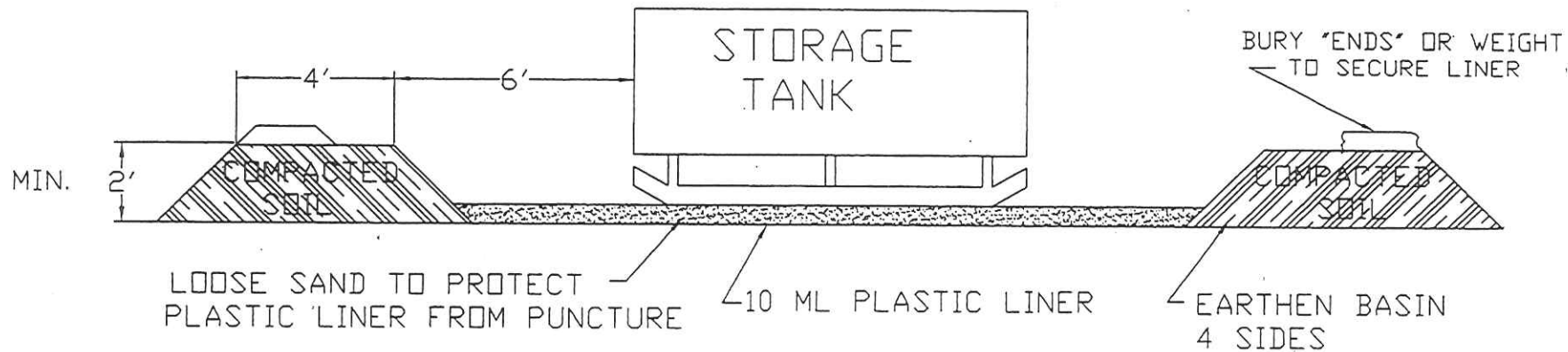
BUYER GN-23	REQ. OR PO NO. DEP 15897
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

Notes:

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







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

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

TANKS WITH SECONDARY CONTAINMENT MAY BE USED AS AN ALTERNATIVE.

SPECIAL RECLAMATION	
LEVEL LAND CONSTRUCTION CO. INC.	
PERMIT NO S-3007-89, S-3027-90, S-3026-88	
SPILL CONTAINMENT	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO:

BUYER GN-23	REQ. or P.O. NO. 87
	DEP 15897

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

BUYER GN-23	REQ. OR PO NO. DEP 15897
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION	



Earl Ray Tomblin,  
Governor



Randy C Huffman,  
Cabinet Secretary



Ken Ellison,  
Director

## STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

### Division of Land Restoration Office of Special Reclamation

Project Cost: \$XXX,XXX.00

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

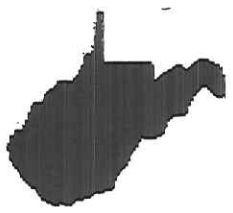


Permit Name  
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

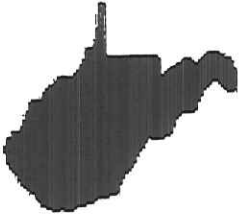


WV-36a STATE OF WEST VIRGINIA  
REV. 5/26/09 PURCHASING CONTINUATION SHEET  
VENDOR:

BUYER GN-23	REQ. OR PO NO. DEP 15897
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

1 1/2"	17 1/4"	77 1/4"
1 1/8"		
15 3/4"		<p><b>STATE OF WEST VIRGINIA</b> <b>DEPARTMENT OF ENVIRONMENTAL PROTECTION</b></p> <p><b>Division of Land Restoration</b> <b>Office of Special Reclamation</b></p> <p>Project Cost: \$XXX,XXX.00 Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies</p>
7 7/8"	<p><b>Earl Ray Tomblin,</b> Governor</p>	
3 3/4"		
7 7/8"	<p>Randy C Huffman, Cabinet Secretary</p>	
3"		
8 5/8"	<p>Ken Ellison, Director</p>	
		<p>Permit Name Permit Number</p>
		<p>Contractor: Joe Smith Contracting</p>
		<p>Project Start Date: 01/01/01</p>



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

BUYER GN-23	REQ. OR PO NO. DEP 15897
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

96"						
48"	 <b>Earl Ray Tomblin,</b> Governor					
	<b>STATE OF WEST VIRGINIA</b> <b>DEPARTMENT OF ENVIRONMENTAL PROTECTION</b>					
	<b>Division of Land Restoration</b> <b>Office of Special Reclamation</b>					
	Project Cost: \$XXX,XXX.00 Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies					
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BUYER GN-23	REQ. OR PO NO. DEP 15897
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 <b>Earl Ray Tomblin,</b> <b>Governor</b>  <b>Randy C Huffman,</b> <b>Cabinet Secretary</b> <b>DLR</b> <b>Ken Ellison,</b> <b>Director</b>	<b>STATE OF WEST VIRGINIA</b> <b>DEPARTMENT OF ENVIRONMENTAL PROTECTION</b>  <b>Division of Land Restoration</b> <b>Office of Special Reclamation</b>  Project Cost: \$XXX,XXX.00 Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies	
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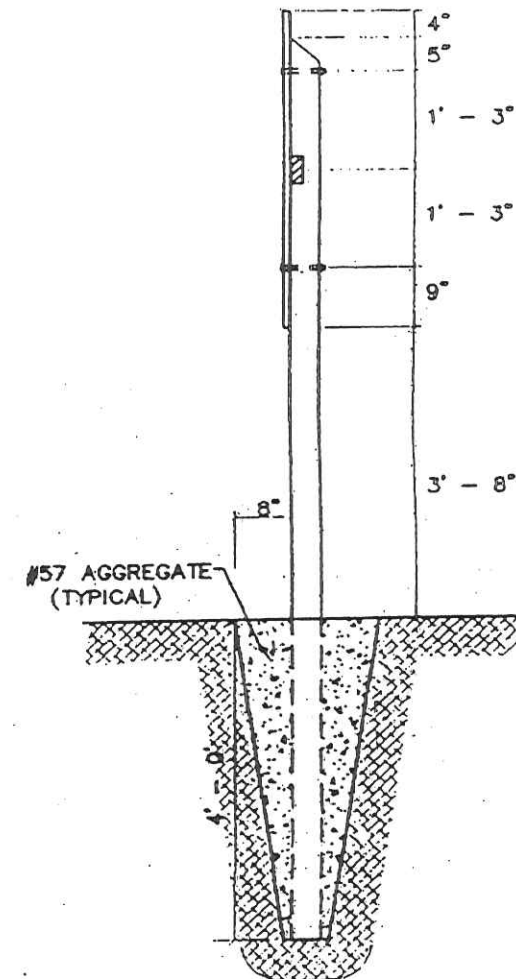
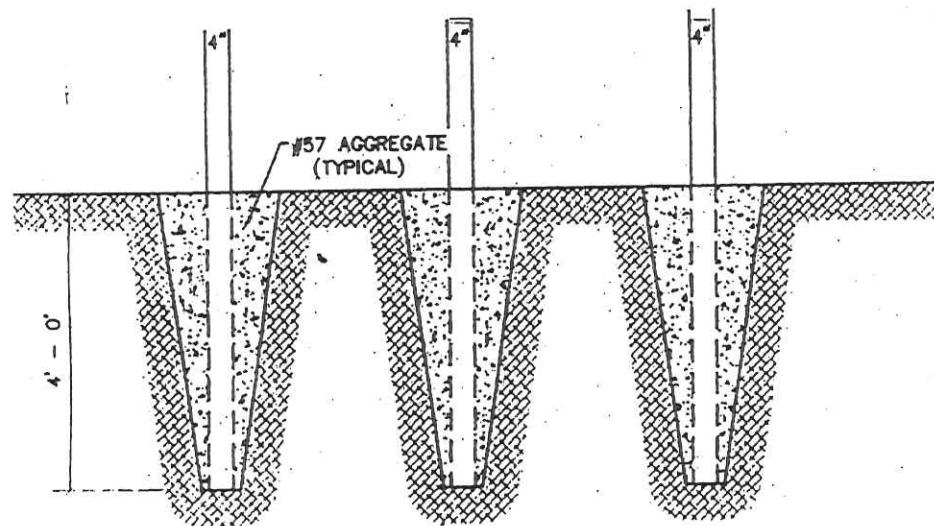


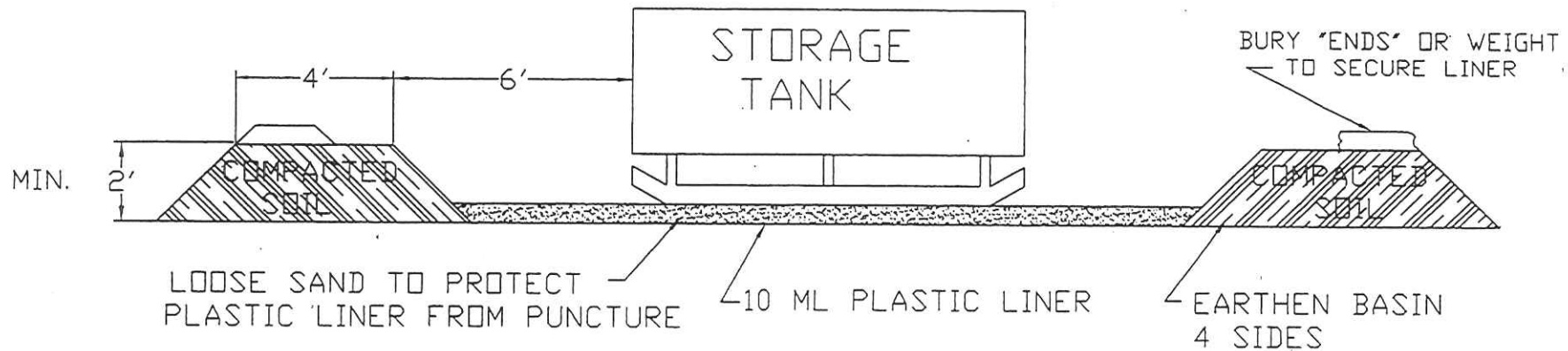
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BUYER GN-23	REQ. OR PO NO. DEP 15897
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Notes:

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TANKS WITH SECONDARY CONTAINMENT MAY BE USED AS AN ALTERNATIVE.

SPECIAL RECLAMATION	
LEVEL LAND CONSTRUCTION CO. INC.	
PERMIT NO S-3007-89, S-3027-90, S-3026-88	
SPILL CONTAINMENT	
SCALE:	DRAWN BY:
Not To Scale	
DATE:	PROJECT NO:

BUYER	REQ. or P.O. NO.
GN-23	87
	DEP 15897

WV-75  
Created 07/18/12



State of West Virginia

## PURCHASING DIVISION

### Construction Bid Submission Review Form

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*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.*

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#### 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).

WV-75  
Created 07/18/12



State of West Virginia

## **PURCHASING DIVISION**

### **Construction Bid Submission Review Form**

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*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.*

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#### **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).

## BID BOND PREPARATION INSTRUCTIONS

AGENCY \_\_\_\_\_ (A)  
RFQ/RFP# \_\_\_\_\_ (B)

**Bid Bond**

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

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

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

\_\_\_\_\_(M)\_\_\_\_\_

NOW THEREFORE.

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

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

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

Principal Corporate Seal

\_\_\_\_\_(R)\_\_\_\_\_

\_\_\_\_\_(U)\_\_\_\_\_  
Surety Corporate Seal

\_\_\_\_\_(Q)\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_(S)\_\_\_\_\_  
(Must be President or  
Vice President)  
\_\_\_\_\_(T)\_\_\_\_\_  
Title  
\_\_\_\_\_(V)\_\_\_\_\_  
(Name of Surety)  
\_\_\_\_\_(W)\_\_\_\_\_  
Attorney-in-Fact

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

Agency \_\_\_\_\_  
REQ.P.O# DEP15897

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, William B. Wolfe dba BOYDE WOLFE EXCAVATING,  
of P.O. Box 288, Greenup, KY 41144, as Principal, and OHIO CASUALTY INSURANCE  
COMPANY of 9450 Seward Road, Fairfield, OH. 45014, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Fairfield, OH., as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 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  
Reclamation on the Mining Operation of Level Land Construction Company, Nicholas County, WV

#### NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
16th day of October, 2012.

Principal Corporate Seal

BOYDE WOLFE EXCAVATING

(Name of Principal)

By William B. Wolfe

(Must be President or  
Vice President)

OWNER

(Title)

Surety Corporate Seal

OHIO CASUALTY INSURANCE COMPANY

(Name of Surety)

Thomas H. Voeltz

Attorney-in-Fact  
(THOMAS H. VOELTZ)

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



**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.

5336664

Certificate No. \_\_\_\_\_

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

Liberty Mutual Insurance Company  
Peerless 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 Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, 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, **THOMAS C. PHIPPS, THOMAS H. VOELTZ, J. M. WELLMAN,**

all of the city of ASHLAND, state of KENTUCKY 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 23rd day of April, 2012.



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

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

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 23rd day of April, 2012, 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, Peerless Insurance 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, West American Insurance Company and Peerless 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 attorney-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, West American Insurance Company and Peerless 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 16th day of October, 2012.



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

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

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.



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

STATE OF Ky.

COUNTY OF Boyd, TO-WIT:

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

1. I am an employee of Boyd Wolfe Excavating; and,  
 (Company Name)
2. I do hereby attest that Boyd Wolfe Excavating  
 (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.

Boyd Wolfe Excavating  
 (Company Name)

By: Boyd Wolfe

Title: OWNER

Date: 9-20-2012

Taken, subscribed and sworn to before me this 20th day of September, 2012.

By Commission expires FEB. 6, 2016

(Seal)

Thomas H. Voelz  
 (Notary Public)

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

RFQ No. Dep 15897STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: Boyd Wolfe ExcavatingAuthorized Signature: Boyd Wolfe Date: 9-20-2012State of Ky.County of Boyd, to-wit:Taken, subscribed, and sworn to before me this 20 day of September, 2012.My Commission expires FEB. 6, 2016

AFFIX SEAL HERE

NOTARY PUBLIC

Thomas H. Voel