




West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

 List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 31909


Procurement Type: Central Purchase Order

Vendor ID: 

Legal Name: MAIN STREET BUILDERS LLC

Alias/DBA:

Total Bid: \$201,370.00

Response Date: Response Time:

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP1500000079

Published Date: 6/23/15

Close Date: 7/14/15

Close Time: 13:30

Status: Closed

Solicitation Description:  

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 31909
Solicitation Description : Addendum 02 Anderson Coal Company
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-07-14 13:30:00	SR 0313 ESR07141500000000165	1

VENDOR
000000216554 MAIN STREET BUILDERS LLC

FOR INFORMATION CONTACT THE BUYER
 Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X **FEIN #** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Mobilization/Demobilization/ Project Sign	1.00000	LS	\$9,000.00	\$9,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Mobilization/Demobilization/ Project Sign (Limited to 5% total bid maximum for this permit)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Site Preparation (Limited to 10% total bid maximum)	1.00000	LS	\$18,000.00	\$18,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Site Preparation
(Limited to 10% total bid maximum for this permit)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Construction Stakeout (Limited to 2% total bid maximum)	1.00000	LS	\$2,000.00	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Construction Stakeout
(Limited to 2% total bid maximum for this permit)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Utilities- No Bid Item	0.00000	LS	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : No Bid Item

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Storm Water Management - Silt fence	1000.00000	LF	\$3.00	\$3,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Storm Water Management - Silt fence

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Regrading and Topsoiling	1.50000	ACRE	\$6,000.00	\$9,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Regrading and Topsoiling

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Revegetation	1.00000	ACRE	\$400.00	\$400.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Revegetation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Backfilling	1.00000	LS	\$55,000.00	\$55,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Backfilling

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Incidental Stone	500.00000	TON	\$32.00	\$16,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Incidental Stone
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Sumps	10.00000	EA	\$200.00	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Sumps
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Pipe Gate (18-foot)	1.00000	EA	\$6,000.00	\$6,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Pipe Gate (18-foot)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Tree Plantings	1700.00000	EA	\$1.50	\$2,550.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Tree Plantings
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Prefabricated Wildlife Entrance Assembly	4.00000	EA	\$15,000.00	\$60,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Prefabricated Wildlife Entrance Assembly

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	HDPE Culvert (18-inch)	200.00000	LF	\$13.00	\$2,600.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : HDPE Culvert (18-inch)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Riprap Channel	205.00000	LF	\$32.00	\$6,560.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Riprap Channel

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Trapezoidal Channel Road Crossing	1.00000	EA	\$2,000.00	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Trapezoidal Channel Road Crossing

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Excelsior Matting	7260.00000	SY	\$1.00	\$7,260.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Excelsior Matting
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BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Main Street Builders, LLC
of P. O. Box 309, Princeton, WV 24740, as Principal, and International Fidelity Insurance Company
of One Newark Ctr. Newark, NJ 07102, a corporation organized and existing under the laws of the State of New Jersey
with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of the total amount bid \$ 5% 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 DEP150000079 - Prefabricated Wildlife Entrance Assembly Installation and High Wall Backfilling

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 18th day of June, 2015.

Principal Corporate Seal

Main Street Builders, LLC

(Name of Principal)

By [Signature]

(Must be President or Vice President)

Member

(Title)

Surety Corporate Seal

International Fidelity Insurance Company

(Name of Surety)

[Signature]

Attorney-in-Fact

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

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, ROSEANN B. DYE-SMALLEY, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN HUBBARD-SHERROD

Charleston, WV.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



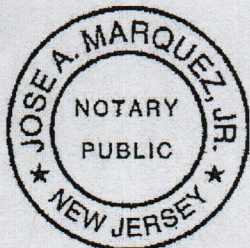
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of June, 2015

Assistant Secretary

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

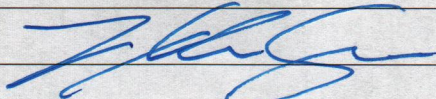
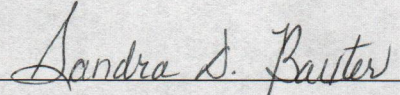
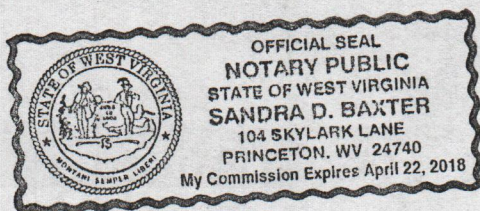
DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Main Street Builders, LLCAuthorized Signature:  Date: June 18, 2015State of West VirginiaCounty of Mercer, to-wit:Taken, subscribed, and sworn to before me this 18th day of June, 2015.My Commission expires April 22, 2018, 20 .**AFFIX SEAL HERE****NOTARY PUBLIC** *Purchasing Affidavit (Revised 07/01/2012)*



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

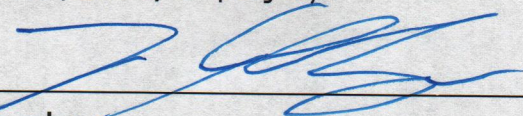
**STATE OF WEST VIRGINIA,
COUNTY OF Mercer, TO-WIT:**

I, M. Adam Sarver, after being first duly sworn, depose and state as follows:

1. I am an employee of Main Street Builders, LLC; and,
(Company Name)
2. I do hereby attest that Main Street Builders, LLC
(Company Name)

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

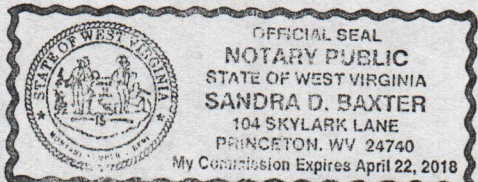
The above statements are sworn to under the penalty of perjury.

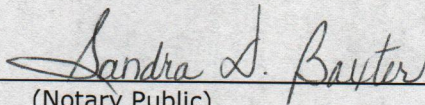
By: 
 Title: Member
 Company Name: Main Street Builders, LLC
 Date: June 18, 2015

Taken, subscribed and sworn to before me this 18th day of June, 2015.

By Commission expires April 22, 2018

(Seal)




 (Notary Public)

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

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: DEP-1500000079

Contract Purpose: U-3049-86 OSR Reclamation Project

Agency Requesting Work: Department of Environmental Protection

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of **West Virginia Code** § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: Main Street Builders, LLC

Vendor Telephone: 304-487-3912

Vendor Address: PO Box 309

Vendor Fax: 304-425-2171

311 S. Walker Street

Princeton, WV 24740

ANDERSON COAL COMPANY

U-3049-86

PREFABRICATED WILDLIFE ENTRANCE
ASSEMBLY INSTALLATION

AND

HIGHWALL BACKFILLING

BID PREPARATION,
GENERAL PERFORMANCE STANDARDS,

AND

TECHNICAL SPECIFICATIONS

AUGUST 2014

ANDERSON COAL COMPANY

U-3049-86

DIRECTIONS TO SITE

From the Drennen Post Office, travel west on SR 39 for 3.1 miles and turn left onto Peter's Creek Road (CR22). Travel 1 mile and turn right onto the permit haul road. Bear left and travel 7 miles to mine site. (This road is VERY rugged, narrow, rocky, muddy and steep. Vehicles MUST have 4-wheel drive and a minimum of 8-inches of ground clearance. Carpooling is recommended).

The site drains to the Gauley River.

NOTE: This is a remote site; the travel to the site is approximately 1.5 hours (one-way). Please bring water and food with you as the job showing is estimated to take 5 – 6 hours.

CERTIFICATION

ANDERSON COAL COMPANY

U-3049-86

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





(Nathan L. Parks)
WV No. 17969

Seal

08-25-2014
Date

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

BID PREPARATION INFORMATION**HISTORICAL INFORMATION**

Prospective bidders may review files at the West Virginia Department of Environmental Protection (WVDEP), Charleston, WV office, or the Oak Hill Regional WVDEP Office located 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.

PRE-BID CONFERENCE

At the time of the pre-bid conference, potential bidders will be afforded the opportunity to ask questions pertaining to the Request for Quotation.

Potential bidders can also submit question after the pre-bid conference to the specified W V Purchasing Department Agent up to the date specified in the solicitation.

WVDEP shall respond to all questions (from the pre-bid conference and prior to the specified deadline) in a written addendum prior to the bid opening date.

Considerable foot travel over rough terrain and/or inclement weather may be required.

VIDEO

The information given at the pre-bid conference by the WVDEP Agent 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 bond forfeited mine lands as required by WVDEP. 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 discrepancies appear, the decision of the Director of Division of Land Restoration shall be final.

GENERAL PERFORMANCE STANDARDS

INTRODUCTION

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

BACKFILLING

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

BLASTING

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

NOTICE TO PROCEED

A Notice to Proceed shall be issued to the Contractor by the WVDEP Agent. Actual construction may only begin after a Notice to Proceed is given and as specified. Such notice shall specify the starting date of the Purchase Order, the Work Performance Period, and the completion date of the Work Performance Period. Extensions may be granted based upon weather conditions and/or unforeseen site conditions and shall be processed as a change order by the WV Purchasing Division.

PRE-CONSTRUCTION CONFERENCE

The Contractor in possession of the awarded Purchase Order shall schedule an on-site pre-construction conference within ten (10) days after receiving the Notice to Proceed. The Contractor's Agent (foreman or the on-the-ground supervisor) must be in attendance.

GENERAL SUPERVISION

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

CONTRACTOR RESPONSIBILITY

The Contractor is responsible for compliance with all aspects of this written Contract. All changes will be issued as a formal change order by the WV Purchasing Division.

The Contractor's Agent (foreman or on-the-ground supervisor), who is responsible for demonstrating knowledge of mined land reclamation, contract requirements, and responds to WVDEP (Owner) inspections, shall be present at the site when work is being conducted.

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

CONCURRENT RECLAMATION

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

DIFFERING SITE CONDITIONS

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract, 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. Hard rock or other natural formations shall not be classified as a differing site condition.

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

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

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

FINAL INSPECTION

A final inspection meeting by the WVDEP Engineer/Agent and the Contractor is required for the construction phase and prior to Demobilization.

ACREAGE QUANTITIES

The acreage quantities in this contract are estimates and shall be utilized for bidding purposes only. Only surveyed acreage's under the supervision of a Licensed Land Surveyor or a Registered Professional Engineer licensed in the state of West Virginia and signed/sealed by such will be paid. No separate payment will be made for surveying.

PAYMENT

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

CONTRACT WARRANTY

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

CONTRACT NON-COMPLIANCE

If in the opinion of the WVDEP 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 WVDEP Agent that such line item or portion thereof, is deemed unnecessary for the successful reclamation of this project. No claim for loss of anticipated profits will be considered. All contract deletions will be processed as a change order by the WV Purchasing Division.



west virginia department of environmental protection

Office of Special Reclamation
254 Industrial Drive
Oak Hill, WV 25901
Phone: (304) 465-1911/ Fax: (304) 465-0031

Earl Ray Tomblin, Governor
Randy C. Huffman, Cabinet Secretary
www.dep.wv.gov

Date
Attn: Contractor
Address
City, State Zip

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

Dear Contractor:

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 Month, Date, Year. The work performance period must be completed by Month, Date, Year. The contract life of one (1) 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 Contractor's Agent (foreman or on-the-ground supervisor) must be in attendance at the pre-construction 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,

SCOPE OF WORK

The successful bidder shall be responsible for knowledge and compliance with all specifications, attachments, and any associated documentation of this RFQ. The contractor shall provide the appropriate equipment, materials, labor and technical services for the successful reclamation of any disturbance associated with **ANDERSON COAL COMPANY** revoked permit **U-3049-86**. The General Performance Standards (GPS) shall apply to all items in the Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with Site Preparation bid item, and maintained in accordance with the attached specifications. Note: The existing culverts that are blocked shall be cleaned to restore flow. Contractor shall not impede access of property owners, gas company or others.
2. If fuel and lubricants are to be stored on-site, the Spill Containment Area, as described in Site Preparation Bid Item, shall be in place before fuel is delivered. The Spill Containment Area shall be located off of US Government property and as approved by the WVDEP agent on-site.
3. The project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. No work shall be authorized or allowed at site until sign is constructed, erected, and approved by assigned WVDEP agent. Sign cost is a No Bid Item and included with mobilization cost. **NOTE:** The old sign and posts shall be removed and disposed of in a legal manner and the old post holes filled.
4. It shall be the contractor's responsibility to check and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utilities.
5. Storm water management shall be in place as required prior to any disturbance of materials or earthwork taking place. Install approximately one thousand (1000) linear feet of silt fence for sediment control prior to starting construction and maintain throughout the life of the project. WVDEP agent on-site will determine where sediment control will be used. **THE USE OF HAY OR STRAW BALES IS PROHIBITED.**
6. Construction stakeout, as necessary to carry out work, is required.
7. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Regrading/Topsoiling are required for all disturbed areas at the mine site. Reclamation is to be completed according to the attached specifications, plans and associated documents. Regrade approximately one and a half (1.5) acres of disturbance. Areas located outside the Gauley River National Recreation Area boundary may require revegetation as directed by the WVDEP agent.
8. 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. Debris to be removed includes but is not limited to: Culverts lying along access road, culverts to be replaced, all debris along mine bench, debris (including garbage) located within ten (10) feet of portal entrances, load out structure, hopper and all other debris located along lower bench area. The debris of and along conveyance structure between mine bench and load out facility shall also be removed. The concrete rubble can be crushed and repurposed as backfill material.

9. All bid items specified by acre (AC) on this project shall require the submittal of a final survey to verify final acreages. This submittal shall include a copy of all field notes, a map to scale in paper and electronic form. The final survey must be conducted under the direct supervision and certified by a Licensed Land Surveyor or a Registered 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 WVDEP agent. Partial payments may not exceed 75% of bid item prior to final survey. This shall be paid from the Construction Stakeout Bid Item.
10. All stone used on this project shall be non-acid producing.
11. Place up to five hundred (500) tons of incidental stone (**sandstone only**) as directed by the WVDEP agent. **NOTE:** Prior to mobilization of large equipment, approximately 20 ton of incidental stone shall be placed on Access Road 1 to cover the existing 60-inch culverts on Stillhouse Branch. WVDEP does not anticipate the use of incidental stone beyond Gate 2, provided that minimal disturbance is maintained during construction activities however; if it is deemed necessary by the WVDEP agent on-site, stone shall be placed as required throughout the project.
12. Install pipe gate(s) at specified location(s). See overview map.
13. Upgrade Access Road 1 and Access Road 2.
14. Install proposed Riprap Channel 1 from Pond 4 to proposed culvert and proposed Riprap Channel 2 from Pond 5 to proposed culvert. **NOTE:** During installation of proposed Riprap Channel 2, water level of existing Pond 5 shall be lowered as to provide two (2) foot of freeboard for Pond 2. The lowering of Pond 5 shall be incidental to and included in the cost of proposed Riprap Channel 2.
15. Install culverts at Ponds 4 and 5.
16. Construct a riprap drive-thru crossing at Beech Run. **NOTE:** Contractor shall install crossing prior to any work being performed (with the exclusion of tree cutting) at the Mine Site Areas and it shall be maintained until demobilization from the site.
17. **NOTE:** All trees (including saplings), within the areas to be backfilled, regraded, and borrow and disposal areas at/near the mine sites and along access roads, shall be cut down **ONLY between November 15 and March 31** and shall be accomplished without the use of

large equipment. Disposal of trees and stumps (of all sizes) shall be done **ONLY between April 1 and August 1**. Trees and stumps larger than 5-inches diameter at breast height (DBH) shall be deliberately and uniformly placed in designated disposal areas along the existing access road. These disposal areas include area near Refuse Disposal Area, area along access road between Mine Areas 1 and 2, area along mine bench across from Mine Area 2. If the capacity of these disposal areas become exhausted, as determined by the WVDEP agent on-site, contractor shall dispose of trees and stumps in lower bench area. Placement of trees and stumps shall be in a manner that is stable. Trees less than 5-inches DBH shall be chipped and spread on permit area. No additional payment will be made for mobilization and demobilization.

18. Construct and install three (3) Prefabricated Wildlife Entrance Assemblies at Mine Area 1.
19. Backfill highwall four (4) feet over coal seam and around Prefabricated Wildlife Entrance Assemblies along the length of high wall. . **In areas to receive tree planting, the final twelve (12) to eighteen (18) inches shall not be tracked more than three passes with equipment. This final layer(s) shall remain uncompacted for the purpose of promoting tree growth.**
20. Install Excelsior Matting on approximately 1.5 acres at Mine Site Areas, Refuse Disposal Area and as directed by the WVDEP agent.
21. Plant trees in Mine Site Areas, Refuse Disposal Area and as directed by WVDEP agent.
22. Construct and install one (1) Prefabricated Wildlife Entrance Assembly at Mine Area 2. Backfilling shall be to the extent to prevent entrance into the portals other than through the gate.
23. **NOTE:** Installation of Prefabricated Wildlife Entrance Assemblies, backfilling and regrading (in the area of the portals in Mine Areas 1 and 2 and associated highwalls) shall **only be conducted April 1 – August 1** in order to avoid the potential disturbance of hibernating bats and other wildlife. In addition, no work shall be done from midnight to 6 AM unless approved by the WVDEP agent.
24. **NOTE:** Contractor shall use minimal size equipment needed to complete the required work. All equipment must be in good operating condition and free of leaks from lubricants and fluids. Equipment and personnel shall also be free of mud, grass, seeds, etc. prior to beginning mobilization to the site in order to lessen the chance of introducing unwanted plant species into the area. Contractor shall also make a concerted effort to not damage or cause unnecessary harm to trees, plants, or wildlife. **MINIMIZE ALL DISTURBANCES.**
25. Contractor is also advised not to harm or otherwise endanger any protected plants or wildlife within the Gauley River National Recreation Area. Contractor will be responsible for any violation of NPS regulations, including fines, committed by personnel.
26. Any and all permits required shall be the responsibility of the contractor.

BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION / DEMOBILIZATION / PROJECT SIGN

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

This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site necessary to begin work on a substantial phase of the contract. All equipment must be in good operating condition and free of leaks from lubricants and fluids. Equipment shall also be free of mud, grass, seeds, etc. prior to beginning mobilization to the site in order to lessen the chance of introducing unwanted plant species into the area.

Prior to demobilization, an inspection shall be conducted by the West Virginia Department of Environmental Protection (WVDEP) 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.

PAYMENT - The lump sum bid for this item **shall not exceed 5% of the Total Bid Amount** 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 reason.

NOTE: When applicable, the old sign and posts shall be removed and disposed of in a legal manner and the post holes filled.

2.0 SITE PREPARATION

2.1 DESCRIPTION

2.1.1 Materials and Equipment Storage

The Contractor shall obtain approval from the Engineer for proposed materials and equipment storage areas prior to use.

2.1.2 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 offsite. 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 shall be maintained at no expense to the State. If used, fuel tanks manufactured with secondary containment are required. Minimum secondary containment is 110 percent.

NOTE: The Spill Containment Area shall be located off of US Government property and as approved by the WVDEP agent on-site.

2.1.3 Haul Road/Access Road

The contractor shall maintain and/or construct haul road/access road(s) during the reclamation process to provide access on a well-drained surface. The access road(s) 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. Contractor shall clean existing blocked culverts to restore flow. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item. Prior to demobilization, water bars shall be installed as described on the attached drawings.

2.1.3.1 Access Road 1 – (from County Route 22 to Proposed Gate) shall be upgraded to allow for vehicle and construction access.

2.1.3.2 Access Road 2 – (from Proposed Gate to mine sites) shall be upgraded to allow for vehicle and construction access.

2.2 METHOD OF CONSTRUCTION

See attached drawings and specifications.

NOTE: Contractor shall make a concerted effort to not damage or cause unnecessary harm to trees, other than what is necessary for the maintenance and/or construction of haul road/access road(s).

2.3 METHOD OF MEASUREMENT

There shall be no measurement of the “**Site Preparation**” item as it is a lump sum bid item.

2.4 BASIS OF PAYMENT

This item shall be paid at the bid lump sum price. The amount **shall not exceed 10% of the “Total Bid Amount”**. Payment shall be full compensation for doing all the work herein prescribed in a workmanlike and acceptable manner, including the furnishing of all labor, materials, tools, equipment, supplies, and incidentals necessary to complete the work mentioned above. Payment shall be made in two 50% amounts, one upon completion of mobilization and the second payment at the project completion.

No deduction will be made, nor will any increase be made, in the lump sum Site Preparation amount regardless of decreases or increases in the final total contract amount or for any other cause.

2.5 PAY ITEMS

“**Site Preparation**”, per lump sum, **cannot be more than 10% of the “Total Bid Amount”** for this project.

END OF SECTION

3.0 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 Licensed Land Surveyor or a Registered Professional Engineer licensed in the state of West Virginia, and all drawings signed and/or sealed by such. The WVDEP shall provide control points for initial layout of the work. The lump sum bid for this item **shall not exceed 2% of the Total Bid Amount** for this permit.

3.1 MATERIALS

Wooden stakes and other marking materials as described herein.

3.2 CONSTRUCTION METHODS

- 3.2.1** 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.
- 3.2.2** 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.
- 3.2.3** 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.
- 3.2.4** 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 WVDEP Engineer for clarification. Minor adjustments to suit field conditions are anticipated and it shall be the responsibility of the WVDEP Engineer to make decisions regarding adjustments.
- 3.2.5** 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 WVDEP Engineer. Cross-sections and profiles shall be surveyed:
- a) prior to any excavation
 - b) at the completion of excavation

3.2.6 The Contractor shall furnish a copy of his survey records, both paper and electronic forms, for the WVDEP Engineer and for the WVDEP'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 WVDEP 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.

4.0 UTILITIES

It shall be the contractor's responsibility to check and locate all utilities within the work area, to provide and maintain a safe working area in addition to preventing damage to the utilities. Contractor is also responsible for where these utilities would be interrupted or damaged by performing work. Utilities shall be relocated, if necessary, at the direction of the utility company and the actual cost reimbursed to contractor. This is a "No Bid" item due to the method of reimbursement.

5.0 STORM WATER MANAGEMENT - SILT FENCE AND HAY BALE 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 and click on BMP Manual. The WV Erosion and Sediment Control Best Management Practice Manual may be accessed or printed.)

The attached 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 agent on-site.

5.1 CONSTRUCTION

Install silt fence as directed by the WVDEP agent on-site for this project. Construction of all sediment controls shall comply with the following:

- 5.1.1** Silt fence shall be utilized on perimeter barriers and internally as determined necessary by the WVDEP agent on-site. Silt fence shall be properly removed after permanent vegetation has been established, as directed by the WVDEP designated agent. Silt fence shall be installed per the manufacturer's recommendations. See the attached drawing for further details.
- 5.1.2** 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 hay bale dike with the construction of sumps. **THE BOTTOM EDGE OF SILT FENCE SHALL BE ENTRENCHED AND BACKFILLED.**

- 5.1.3** The silt fence should be purchased in a continuous roll then 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.
- 5.1.4** 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 agent on-site. See attached detail: Rock Filter Outlets.
- 5.1.5** 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 WVDEP agent on-site. 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.
- 5.1.6** 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 agent on-site. The first stake in each bale shall be driven toward previously laid bale to force the bales together. See attached drawing for further details.
- 5.1.7** 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 constructed as shown on the attached plans and at other determined locations upon request of the WVDEP agent on-site. Construction of small sumps and rock check dams shall be incidental to this bid item.

5.2 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.

5.3 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.

5.4 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 agent on-site.

FOR THIS PROJECT: The use of hay or straw bales is prohibited.

6.0 REGRADE 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 WVDEP agent on-site, on the surface of the backfill in a smooth, uniform manner. This item shall include the elimination of all rills and gullies, 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. **In areas to receive tree planting, the final twelve (12) to eighteen (18) inches shall not be tracked more than three passes with equipment. This final layer(s) shall remain uncompacted for the purpose of promoting tree growth.** 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. Grading of access roads shall not be considered. Regrading nor shall grading of access roads be considered for payment under this bid item. The contractor shall not exceed the contract acres as specified from the Bid Schedule without written approval from the WVDEP, 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. Debris to be removed includes but is not limited to: Culverts lying along access road, culverts to be replaced, all debris along mine bench, debris (including garbage) located within ten (10) feet of portal entrances, load out structure, hopper and all other debris located along lower bench area. The debris of and along conveyance structure between mine bench and load out facility shall also be removed. The concrete rubble can be crushed and repurposed as backfill material. 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 this bid item.

CLEAR AND GRUB

All vegetative cover (trees, shrubs, bushes, etc., including all stumps and roots) within the specified work area(s) shall be removed to bare ground. These areas include but not limited to pond embankments, channels, disposal areas and access road locations. It is the contractor's responsibility to obtain all necessary permits and to follow state guidelines. No vegetative material shall be buried or burned. Disposal of the trees and shrubs (less than 5-inches in diameter) shall be accomplished on-site with a chipper. Cost of clearing and grubbing shall be incidental to and included in the cost of Regrading and Topsoiling bid item.

PAYMENT - This bid item shall be contingent upon receipt of final surveyed acreage.

NOTE: Contractor shall remove and properly dispose of all garbage and debris located at and ten (10) feet inside of portal area. Contractor shall retrieve garbage and debris inside of portal by means that does not require personnel from entering portal.

NOTE: Contractor shall make a concerted effort to not damage or cause unnecessary harm to trees, other than what is necessary for reclamation activities.

NOTE: All trees (including saplings), within the areas to be backfilled, regraded, borrow and disposal areas at/near the mine sites and along access roads, shall be cut down **ONLY between November 15 and March 31** and shall be accomplished without the use of large equipment. Disposal of trees and stumps (of all sizes) shall be done **ONLY between April 1 and August 1**. Trees and stumps larger than 5-inches diameter at breast height (DBH) shall be deliberately and uniformly placed in designated disposal areas along the existing access road. These disposal areas include area near Refuse Disposal Area, area along access road between Mine Areas 1 and 2, area along mine bench across from Mine Area 2. If the capacity these disposal areas become exhausted, as determined by the WVDEP agent on-site, contractor shall dispose of trees and stumps in lower bench area. Placement of trees and stumps shall be in a manner that is stable. Trees less than 5-inches DBH shall be chipped and spread on permit area. No additional payment will be made for mobilization and demobilization.

7.0 REVEGETATION (to be used only at specified locations located off of U S Government property.)

7.1 DESCRIPTION

- 7.1.1 This work shall include all operations incidental to the establishment of vegetation cover within the limits of construction as shown on the Drawings and any other areas directed and approved by the WVDEP. This work also includes the furnishing and the application of fertilizer, agricultural limestone, mulch, and the furnishing and sowing of seed, all in accordance with these Specifications and as designated herein.
- 7.1.2 No areas outside the limits of construction shall be disturbed without prior approval from the WVDEP in order to ensure that Right-of-Entry has been obtained.
- 7.1.3 Any areas disturbed by the Contractor outside the limits of construction shall be revegetated with all costs attributed to the Contractor and at no expense to the WVDEP.

7.2 MATERIALS

7.2.1 Fertilizer

The commercial fertilizer to be used shall consist of 10-20-10 grade of uniform composition and furnished in standard containers. These containers, in accordance with applicable state and federal laws, must be clearly marked with the following information:

- a. Weight
- b. Name of Plant Nutrients
- c. Guaranteed Nutrients Percentages

Fertilizer shall be applied at a minimum rate of 1,000 lbs. /acre. Fertilizer shall be applied immediately to all areas reaching final grade by one of the two following methods:

- a. Apply and incorporate fertilizer during seedbed preparation.
- b. Apply fertilizer in hydro seeding mixture following seedbed preparation.

7.2.2 Limestone

The lime to be used will be an agricultural grade pulverized limestone containing a minimum of 10% $MgCO_3$ and not less than 75% total carbonates. Fineness will be such that no less than 75% will pass through a #100 sieve and 100% will pass through a #10 sieve. Lime rate shall be formulated from soil test results. In the absence of soil testing, a rate of three (3) tons per acre will serve as a preferred minimum. Lime shall be applied immediately to all areas requiring seeding reaching final grade by one of the two methods listed in Section 7.0.2.1, "Fertilizer".

7.2.3 Seed Mixtures

The variety of grass and legume seed furnished for the project shall bear a tag, in accordance with applicable state and federal laws, with the following information listed:

- a. Lot Number
- b. Seed Producers Name
- c. Percent Purity
- d. Percent Germination
- e. Date of Germination Testing
- f. Weed Seed Content (should be <0.25% by weight)

All leguminous seed shall be inoculated with the specified strain of rhizobia that shall be a pure culture of bacteria selected for maximum vitality. No rhizobia shall be used which has passed the expiration date on each package. The inoculant shall be applied at five times the recommended rate except when used in a hydro seeding mixture when the rate will be ten times the recommended rate.

7.2.4 Temporary Seed Mixture

All stockpiles or other disturbed areas which will require further disturbance in which the additional disturbance will be delayed for a period of three (3) weeks or longer shall be vegetated according to the following guidelines.

TEMPORARY SEED MIXTURE				
	SPRING 3/15 – 5/15	SUMMER 5/16 – 8/15	FALL 8/16 – 10/15	WINTER 10/16 – 11/15
Variety of Seed	----- lbs. / acre -----			
Annual Ryegrass (Lolium multiflorum)	20		20	
German Millet * (Setaria italica)		50		
Cereal Rye (Secale cereale)				90
* Do not use Japanese Millet				

All areas to be temporarily seeded that are to be re-disturbed shall be fertilized with 500 lbs./acre of 10-20-10. All areas reaching final grade to be temporarily seeded shall be fertilized, limed, and mulched according the Specifications. *Outside the designated seeding season, Permanent Seed Mixture may be substituted for Temporary Seed Mixture on areas that have reached final grade and will not be disturbed again, but only with the approval of the WVDEP agent. Provided that any area failing to establish vegetation, as determined by the WVDEP agent, shall be re-seeded (with Permanent Seed Mixture), re-limed, re-fertilized, and re-mulched at no additional cost to the WVDEP and approved by the WVDEP agent.*

7.2.5 Permanent Seed Mixture

Permanent vegetation shall be established on all areas reaching final grade or other areas not likely to be disturbed by further construction activities. Any areas that reach final grade between May 16 - August 15 or October 15 - March 15 shall be seeded with the appropriate temporary seed mixture according to the Specifications. These areas shall then be reseeded with a permanent seed mixture, without Annual Ryegrass, during the next defined seeding period according to this section. The actual date of permanent seeding will require the WVDEP Engineer's approval.

PERMANENT SEED MIXTURE: Variety of Seed *	SPRING	FALL
	3/15 – 5/15	8/16 – 10/15
	----- lbs. / acre -----	
Big Bluestem (Andropogon gerardii)	8	8
Coastal Panicgrass (Panicum amarum)	8	8
Switchgrass (Panicum virgatum)	8	8
Virginia Wildrye (Elymus virginicus)	4	4
Showy Tick Trefoil (Desmodium canadense) ¹	2	2
Annual Ryegrass (Lolium multiflorum) ²	8	8

¹ Herbaceous legumes must be treated with the appropriate bacterium before seeding.
² Use Annual Ryegrass only in mixtures seeded after August 15 and before May 15.
 * Use only certified “blue tag” seed. Seed-rate suggested is for pure live seed (PLS) in lbs. /acre.

7.2.6 Lawn Seed Mixtures

Lawn seed mixtures and hand raking are not intended for this project. Existing lawn or mowed areas shall be hand raked and reseeded using the following mix:

LAWN SEED MIXTURE			
Rate of Application	Seed Variety	Minimum Specifications	
---lbs. / 1,000 ft. ² ----		% Purity	% Total Germination
0.45	Red Fescue (Pennlawn)	98	98
0.90	Kentucky Bluegrass	85	75
0.70	Merion Bluegrass	90	75
0.20	Annual Ryegrass*	95	85

* Use Annual Ryegrass only in mixtures seeded after August 15 and May 15.

7.2.6.1 Mulch Material

Mulching procedures shall take place immediately following seeding operations. Mulch material shall consist of erosion matting, straw, or wood cellulose fiber.

7.2.6.1.1 Straw

Straw mulch shall include baled wheat or oats straw, or baled grass hay. Straw mulch shall be dry and reasonably free of weed, seeds, sticks, or other foreign material. Straw mulch shall be applied at a rate of 2 tons/acre. The straw mulch shall be anchored with 750 lbs. /acre wood cellulose fiber.

7.2.6.1.2 Wood Cellulose Fiber

Wood Cellulose Fiber application rate is 2000 lb. /acre. When on slopes steeper than 2H: 1V a reduced rate of 1,500 lbs. /acre shall apply. The appropriate mulch for use with the hydraulic application of seed, fertilizer, and lime shall consist of wood cellulose fiber. It shall be processed in such a manner that it will contain no growth or germination inhibiting factors and shall be dyed green. It shall be manufactured in such a manner that:

1. After addition and agitation in slurry tanks with fertilizers, lime seeds, and water, the fibers in the material will become uniformly suspended to form a homogeneous slurry.
2. The material, when hydraulically sprayed on the ground, will form a blotter-like ground cover impregnated uniformly with seed and will allow rainfall to percolate to the underlying soil. Wood cellulose shall only be used on areas that have been approved by WVDEP. The wood cellulose fiber shall be supplied in packages having a gross weight not to exceed 100 pounds. Weight specifications of this material from suppliers, and for all applications, shall refer only to air-dry weight of the fiber material. Air-dry weight is based on the normal weight standard of the Technical Association of the Pulp and Paper Industry for Wood Cellulose and is considered equivalent to 10 percent moisture. Each package of the cellulose fiber shall be marked by the manufacturer to show the air-dry weight content.

7.2.6.2 Water

Water shall be reasonably free of injurious and other toxic substances harmful to plant life. The source of water is subject to the approval of the WVDEP.

7.3 METHOD OF CONSTRUCTION

- 7.3.1 All revegetation activities shall be conducted immediately following completion of final grading so as to utilize the fine soil material as a seedbed before this material is lost via subsequent rainfall.
- 7.3.2 On sites where appropriate equipment can operate, the seedbed shall be prepared by breaking up surface crusts and loosening the soil material to a minimum of three (3) inches. Disking, harrowing, cultipacking, or other acceptable tillage operations may be used to prepare the seedbed. On sites where appropriate equipment cannot operate, the seedbed shall be

prepared by “tracking in” with a dozer or scarifying by other approved methods. Rocks larger than six (6) inches in diameter, weeds, and other debris that will interfere with seeding or maintenance shall be removed or disposed of as directed and approved by the WVDEP. Seedbed preparation shall be suspended when soil moisture conditions are not suitable for the preparation of a satisfactory seedbed as determined by WVDEP.

- 7.3.3 Lawn areas or areas being mowed shall be hand raked. Rocks larger than two (2) inches in diameter, trash, weeds, and other debris that will interfere with seeding or maintenance shall be removed or disposed of as directed and approved by the WVDEP. After broadcasting or otherwise applying the seed mixture, the surface of the seedbed shall be raked, culti-packed, or very lightly brush dragged to insure seed contact with soil. Seedbed preparation shall be suspended when soil moisture conditions are not suitable for the preparation of a satisfactory seedbed as determined by WVDEP.
- 7.3.4 Seedbed preparation and seeding shall take place progressively as various regraded areas are brought to final grade.
- 7.3.5 All seeding operations shall be performed immediately following seedbed preparation in such a manner that the seed is applied in the specified quantities uniformly on the designated areas.
- 7.3.6 Seed application shall consist of approved hydro seeding methods where feasible. Any seed left in hydroseeder overnight shall be re-inoculated before that seed shall be applied. Other methods of seed application may be utilized for site-specific reasons when approved by the WVDEP.
- 7.3.7 Any area failing to establish a vegetative cover stand due to weather or adverse soil conditions shall be reseeded, re-limed, re-fertilized and re-mulched as directed and approved by the WVDEP at no additional cost to the WVDEP.
- 7.3.8 The Contractor shall maintain all seeded areas until final acceptance of the project. All areas shall be protected from any further equipment traffic and any damaged areas shall be repaired and reseeded. Maintaining seeded areas shall consist of watering, refilling, re-fertilizing, re-liming, reseeding, and re-mulching erosion gullies and all bare areas.
- 7.3.9 A second and third seeding will be applied as needed, or as directed and approved by the WVDEP.

7.3.9.1 Second Step Seeding

The second step seeding will take place during the first defined seeding period following the initial seeding. No payment shall be made for second step seeding, this work is part of the contract if completed before the final inspection or shall be considered warranty if completed after the final inspection. The following shall be used as a guide for second step application.

- a. For areas with less than a 50 percent stand or subject to severe erosion, apply the complete amount of seed,

fertilizer, lime, and mulch as specified.

- b. For areas with over 50 percent stand apply one half the original fertilizer, lime and seed. If erosion is a problem, apply one half of the original mulch specified in the Specifications.

7.3.9.2 Third Step Seeding

The third step seeding process shall consist of spot applications on areas not showing a satisfactory stand. The seeding shall take place at the next defined seeding period following the second step application. The quantity of material to be used shall be determined on the same basis as the second step application in the Specifications.

7.4 METHOD OF MEASUREMENT

The method of measurement for “**Revegetation**” shall be per acre.

7.5 BASIS OF PAYMENT

7.5.1 Payment will be made at the Contract unit price bid for these items, which price and payment shall be full compensation for doing all the work herein described in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies and incidentals as necessary to complete the work. To include payment for all seeding (i.e. – temporary, first, second and third seeding). No additional payment will be made for temporary, second or third step seeding. Contractor shall supply to the WVDEP agent on-site all receipts, weigh tickets, and any other supporting documentation verifying materials meet minimum standards as set forth above.

7.5.2 Temporary seeding will be considered incidental to this Specification and no separate measurement or payment will be made for temporary seeding. There will be no separate payment for maintaining seeded areas. No payment will be made for seeding after the final inspection. All work performed after the final inspection will be done under warranty.

7.6 PAY ITEMS

“**Revegetation**”, per acre.

END OF SECTION

8.0 BACKFILLING

It shall be accomplished in a continuous concurrent manner to eliminate the highwall and rock outcroppings. Backfilling should produce slopes of consistent lines and of the approximate original contour; be free of protruding rock and debris; be compacted in a progressive backfilling manner with mechanical equipment to ensure stability of backfill material. The maximum acceptable slope of any backfill shall not exceed two (2) horizontal to one (1) vertical, unless otherwise stated. Contractor will not be allowed to go above the highwall for fill material. Fill

material will be obtained from the berm piles and bench spoil or other locations approved by the WVDEP agent on-site. No additional payment shall be made to contractor if rock is encountered while obtaining fill material. Any random large rock encountered in the excavation or backfill areas may need to be broken to smaller pieces or buried on-site to not interfere with reclamation operations. It shall be at the contractor's sole expense for handling of any rocks encountered and shall be incidental to and included in this bid item.

PAYMENT - This bid item shall be paid Lump Sum.

FOR THIS PROJECT: Backfill approximately three hundred (300) linear feet of highwall associated with Mine Area 1 and approximately seventy five (75) linear feet of highwall associated with Refuse Disposal Area. Mine Area 1 will be backfilled to the horizontal extents of the exposed highwall. The southeastern portion of the highwall associated with the Refuse Disposal Area will be backfilled to the horizontal extents of the highwall and terminating ten (10) feet prior to the pre-law portal area, which will not be backfilled. Backfill material shall not be obtained by means of regrading material from directly in front of pre-law portal. Backfilling will only be required 4-foot over the coal seam, not total highwall elimination for Mine Area 1 and Refuse Disposal Area. For Mine Area 2, backfilling shall be to the extent to prevent entrance into the portals other than through the grating. Contractor shall make a concerted effort to not damage or cause unnecessary harm to trees, other than what is necessary for reclamation activities. **In areas to receive tree planting, the final twelve (12) to eighteen (18) inches shall not be tracked more than three passes with equipment. This final layer(s) shall remain uncompacted for the purpose of promoting tree growth.**

9.0 INCIDENTAL STONE

During construction of culverts installations, roadway ditch improvements, reshaping of the roadway, rock check dams, rock filter outlets, areas around ponds designated to receive aggregate, and any additional areas that may need stone. Gradation and placement shall be as directed by the WVDEP agent on-site.

PAYMENT: Shall be paid per ton of stone provided and verified by proper weight ticket. The payment shall be made at the completion of all necessary work as accepted by the WVDEP agent. Any placement, grading, labor, equipment and additional handling of stone shall be incidental and included in the bid item cost.

NOTE: For this project ONLY SANDSTONE may be used. The use of limestone is prohibited. Prior to mobilization of large equipment, approximately 20 ton of incidental stone shall be placed on Access Road 1 to cover the existing 60-inch culverts on Stillhouse Branch. WVDEP does not anticipate the use of incidental stone beyond Gate 2, provided that minimal disturbance is maintained during construction activities however; if it is deemed necessary by the WVDEP agent on-site, stone shall be placed as required throughout project.

10.0 SUMPS

A sediment control structure shall be constructed as needed or directed by the WVDEP agent on-site. Such structures shall be cleaned out when the sediment capacity reaches 60%, repaired, maintained and reclaimed if required until demobilization. Clean-out, maintenance and reclamation shall be conducted by the contractor at no expense to the WVDEP. See Site Preparation Detail.

PAYMENT: Shall be per each sump installed and approved. This item shall be a one-time payment.

11.0 PIPE GATE, 18-FOOT**11.1 DESCRIPTION/MATERIALS**

- 11.1.1 All steel pipe use in the construction of this pipe gate shall be schedule 40.
- 11.1.2 Gate post shall be 6-inch I.D. schedule 40 steel pipe (round or square), and 7-feet long, welded together at connections, and then embedded sub-grade as to deter vandalism. End caps shall be welded onto vertical posts to deter water collection. Excavate approximately three (3) feet of material to allow for installation of gate sub-grade, backfill and compact. Sub-grade posts shall be braced on each side, using 6-inch I.D. schedule 40 steel pipe (square or round), vertical and horizontal, and welded to main framework 3-feet from the corner. See attached detail.
- 11.1.3 Each gate section shall be approximately 4-feet above grade, 9-feet wide and constructed from 2-inch I.D. schedule 40 steel pipe. Two (2) 9-foot gate sections shall be combined to form an 18-foot wide lockable gate. A lock box shall be placed to join the two gate sections and provide protection for the lock from the elements.
- 11.1.4 All gates components shall be painted brown.
- 11.1.5 Gate shall be marked, on each side, with a minimum of 200 square inches of four-inch alternating red/white conspicuous marking material (WVDOH Type VI/Federal Type IX Retro reflective sheeting or equivalent, see WVDOH specification 715.9.2) to be visible to approach from either direction.
- 11.1.6 All hardware, accessories necessary, excavation, and labor for proper installation of the gate shall be incidental and included as part of this bid item. A lock shall be provided by the WVDEP Agent on-site.

11.2 METHOD OF MEASUREMENT

Method of measurement shall be per each.

11.2 BASIS OF PAYMENT

Payment shall be for each 18-foot gate installed and approved.

11.3 PAYMENT

Payment shall be made for each completed and approved installation by the WVDEP Agent on-site. Any excavation, backfill, materials, labor and any work necessary for installation are incidental to and included in this bid item. See attached Overview Map for location(s), drawings, and specifications.

12.0 TREE PLANTINGS

12.1 SPECIES

Tree species to be planted shall be a mixture of native tree species consisting of red oak (*Quercus rubra*), sugar maple (*Acer saccharum*), sycamore (*Plantanus occidentalis*), and tulip poplar (*Liriodendron tulipifera*), with no single species consisting of greater than 30% of the total plantings. Trees to be planted shall be 2 (two year old seedlings) purchased from the Clements State Tree Nursery (or approved equivalent).

12.2 SCALPING

Prior to planting, remove all vegetation to a minimum of an 18-inch diameter circle around the planted species.

12.3 SPACING

Trees will be spaced on 8-foot centers, with bare ground interspaced and covered with Excelsior wood fiber matting (or approved equivalent) material. NO hay, straw or grass seed shall be used in the area where the trees are to be planted.

12.4 PLANTING

Trees shall be planted through a slit cut in the matting as per nursery guidelines between October 15 – May 15. **There shall be no planting on the 12-foot wide access road through the permitted area.**

12.5 METHOD OF MEASUREMENT

Method of measurement shall be per each tree planted, which shall include all materials and all associated labor.

12.6 BASIS OF PAYMENT

Payment shall be for each tree planted (which shall include all associated labor).

12.7 PAYMENT

Payment shall be made for each tree planted and approved by the WVDEP Agent on-site.

13.0 PREFABRICATED WILDLIFE ENTRANCE ASSEMBLY

13.1 CONSTRUCTION SCHEDULE RESTRICTIONS – In order to avoid the potential disturbance of hibernating bats, **installation of the Prefabricated Wildlife Entrance Assemblies shall be performed between April 1 and August 1.** Work must be completed prior to the fall swarm of bats which typically begins in early August.

13.2 DESCRIPTION

13.2.1 Construct and install prefabricated wildlife entrance assembly at mine

portals to prevent public from entering the mine and preserve the entrance to serve as habitat for bats and other wildlife according to the attached specifications and drawings.

13.2.2 Gates and frames shall be fabricated with uninterrupted, continuous welded beads. Welding shall be done in accordance with the American Welding Society specifications D 1.1 using E 80 XX.

13.2.3 All entrance assemblies are designed to provide optimal air flow, an atmosphere beneficial for good bat habitat, improve visitor safety by deterring gate breeching, preserve the integrity of the opening through support provided by the gate and allow access to the mine workings for bats and other small wildlife.

13.3 MATERIALS

13.3.1 STEEL – Steel used in construction shall be weathering steel, such as U.S. Steel’s COR-TEN® Type A, or approved equivalent. All hardware and accessories shall be COR-TEN® Type A, approved equivalent, or stainless steel. In general do NOT use dissimilar metals with COR-TEN®. Galvanized, galvalume, and zinc should not come into contact with COR-TEN®. Stainless steel is compatible with COR-TEN®. Equivalent steel shall conform to the following salient characteristics:

<u>MATERIAL</u>	<u>STEEL</u>
Yield strength	50,000 psi (minimum)
Tensile strength	70,000 psi (minimum)
ASTM compliance	Designations A606 and A242
Copper content	0.25 % (minimum)
Chromium content	0.30 % (minimum)
Nickel content	0.65 % (minimum)

Galvanized plates and bolts shall NOT be used in fabrication of gates, assemblies, or hardware.

13.3.2 EPOXY – Shall be PC-Concrete epoxy gel or approved equivalent.

13.3.3 WELDS – Welding must be done using E 80 XX electrodes, and must adhere to manufacturer’s specifications and recommendations.

13.3.4 DIMENSIONS – Construct the assemblies using the attached drawings and details.

13.3.5 Precast portal extension – Shall be constructed of concrete and be precast with three sides and no bottom. See attached specifications for structural precast concrete.

13.3.6 Anchor plates – Shall be constructed of 6-inch x 3/8-inch flat steel.

- 13.3.7 Angle stiffeners – Shall be constructed of 1 ½-inch x 1 ½-inch x ¼-inch angle steel.
- 13.3.8 Angle gate bar – Shall be constructed of 4-inch x 4-inch x 3/8-inch angle steel.
- 13.3.9 Angle hanger support bracket – Shall be constructed of 6-inch x 6-inch x 3/8-inch angle steel and attached through the Anchor plate on the front of the portal extension by a ¾-inch all thread rod using PC-concrete epoxy gel or approved equivalent.
- 13.3.10 Bat Wing Guard – Shall be constructed of 6-inch x 42-inch x ¼-inch flat steel and welded to the front of the angle hanger. The weld shall be the entire length of the angle hanger.
- 13.3.11 Spacing – Shall typically be 5 ¾-inches between gate bars.
- 13.3.12 Subgrade deterrent bar – Shall be constructed of 1 ½ -inch x 4-foot round steel. It shall be attached to the bottom on the portal entrance 4 ½ -inches from the front toward the interior by a ¾-inch x 4-inch COR-TEN® bolt cast in place or by an all thread rod using PC-concrete epoxy gel or approved equivalent.

13.4 ASSEMBLY

The assemblies shall be constructed off-site, disassembled, and then transported to the site and reassembled in place. Two precast portal extensions shall be placed side by side and secured together using four (4) 3/4-inch x 18-inch COR-TEN® all-threads with washers and nuts. See attached detail sheet.

13.5 DETAILING

Upon completion of the wildlife entrance assembly, the entire structure shall be inspected for sharp edges and corners. All such edges shall be ground smooth to reduce the possibility of injury to people or wildlife. Surfaces of weathering steel that remain wet for prolonged periods of time will corrode at an unacceptable rapid rate.

13.6 SITE PREPARATION

Existing ground in front of the portal opening shall be regraded and compacted to allow for 100% ground contact of the prefabricated structure. Material in front of the portal(s) shall be removed down to the elevation of the mine floor and sloped to drain away from the portal. The assembly's shall be placed in the center of the portal opening. The 1 ½ -inch x 4-foot round bar at the front of the assembly shall be buried below finished grade to deter digging under the entrance assembly. Caution shall be used when working around the portal and highwall area so as not to cause harm to employees. Be aware of falling rocks and other debris.

NOTE: If at proposed location(s) of Prefabricated Wildlife Entrance Assembly solid material (sandstone or hard shale) is encountered, the subgrade deterrent bar may be omitted at the direction of the WVDEP agent on-site.

NOTE: If the portal height is greater than the Prefabricated Wildlife Entrance Assembly

height, then the Assembly shall be inset 3 – 6 inches into the portal opening. If the Assembly height is at or above the portal height, the Prefabricated Wildlife Entrance Assembly shall be placed so that the top of the Assembly is set flush with the portal.

13.7 PROTECTION OF BATS

13.7.1 In order to minimize the exposure of bats to fumes during welding operations, if welding repairs are needed, portals shall either be sealed with plastic sheeting or proper ventilation maintained through the use of exhaust fans.

13.7.2 White Nose Syndrome – Per NPS directive (17 April 2009) regarding the prevention of the spread of white-nose syndrome in bats: “Any member of the work crew who has done fieldwork at a cave or abandoned mine in the states of Connecticut, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Vermont, Virginia, West Virginia, North Carolina, Tennessee, Kentucky, and Ohio regardless of whether white nose syndrome has been confirmed needs to either bring new clothes, boots, gloves and equipment (NPS preference) or follow the decontamination procedures in White Nose Syndrome in Bats Decontamination Protocol form when performing (the work). A copy of the White Nose Syndrome in Bats Decontamination Protocol form (see Appendix) will be issued at the Pre-Construction conference and must be signed by all work crew performing work at the site. Each member of the work crew must provide a signed copy of the form to the WVDEP Agent on-site prior to beginning work at the site. See attached documents and form.

13.8 METHOD OF MEASUREMENT

Method of measurement shall be per each.

13.9 BASIS OF PAYMENT

Payment shall be for each completed and approved unit (consisting of two (2) precast portal extensions, secured together including the attached gate sections), including the furnishing of all labor, materials, tools, equipment, supplies, and incidentals necessary to complete the work mentioned above.

13.10 PAYMENT

Payment shall be for each prefabricated wildlife entrance assembly installed and approved by the WVDEP Agent on-site.

14.0 HDPE CULVERT

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 WVDEP agent on-site.

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. Any soft areas under culvert location shall be undercut and suitable material placed and compacted in undercut areas.

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 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 2-feet of material.

PAYMENT – The method of measurement for payment shall be on a linear foot basis measured along the centerline of the culvert installed. Excavation, undercutting, material placement, compaction, and any riprap for rock aprons, headwalls and end walls shall be incidental to and included in this bid item.

14.1 HDPE CULVERT – 18-INCH

Install approximately two hundred (200) linear feet of 18-inch HDPE culvert. The culvert locations shall be determined by project plans or by the WVDEP agent on-site. See attached Overview Map and specifications.

15.0 RIPRAP 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 Conference. Channels and ditches shall be free draining upon completion of construction. Length of channel may be adjusted to meet on site conditions. (See riprap standards below.) See attached table for detailed dimensions and locations for each channel.

RIPRAP STANDARD FOR: CHANNELS, DITCHES, ROAD CROSSINGS

Rock riprap for channels, ditches and crossings shall consist of hard durable sandstone. The rock shall be composed of a well-graded mixture ranging in size from 3-inches minimum to 18-inches maximum diameter. The mixture shall have a d_{50} of 12-inches with no more than 15% of weight less than 6- inches. Fifty percent (50%) of the mixture by weight shall be larger than the d_{50} size. See detailed chart for actual d_{50} size and other details for specific channels, ditches and crossings. A well-graded mixture is defined as a mixture composed primarily of the larger stone sizes but with a sufficient mixture of other sizes to fill the progressively smaller voids between the stones. The diameter of the largest stone size in such a mixture shall be considered to be 1.5 times the d_{50} size. The riprap size as shown on the plans and specifications or for other construction purposes shall be the size of the largest stone in the mixture, i.e., 1.5 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 sulfate soundness test (ASTM C 88/AASHTO T 104-77). See attached table for channel details.

15.1 RIPRAP CHANNEL 1

Install approximately ninety (90) linear feet of riprap channel from Pond 4 berm to inlet of road culvert. See attached detail for specifications and dimensions.

15.2 RIPRAP CHANNEL 2

Install approximately one hundred fifteen (115) linear feet of riprap channel from Pond 5 berm to inlet of road culvert. See attached detail for specifications and dimensions.

PAYMENT - The method of measurement for payment shall be on a linear foot basis measured along the centerline of the channel. Payment shall be for the actual length of channel installed. Excavation, shaping, stone and any work or material necessary for installation shall be included in and incidental to this bid item.

NOTE: Channels 1 and 2 shall have a d_{50} of 6-inches; see attached drawing for gradation requirements. Other requirements same as above.

NOTE: During installation of Proposed Channel 2, water level of existing Pond 5 shall be lowered as to provide two (2) foot of freeboard for Pond 5. The lowering of Pond 5 shall be incidental to and included in the cost of Riprap Channel 2. Contractor shall provide pumping equipment, and personnel or other items needed to complete this bid item. The Contractor shall pump water from pond into geotextile filter bag (see attached specification) prior to water leaving the permit area. Cost of geotextile filter bag(s) shall be incidental to and included in the cost of associated riprap channel. If deemed necessary by the WVDEP agent on-site, silt fence and hay bale dike and sump(s) shall be used in conjunction with geotextile filter bag(s). Silt fence and hay bale dike and sump(s) shall be paid under separate bid items.

16.0 TRAPEZOIDAL CHANNEL ROAD CROSSING

Provide all materials, excavate and construct drive through crossing as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Conference. Crossing shall be free draining upon completion of construction. Dimensions of crossing may be adjusted to meet on site conditions, upon approval from WVDEP Engineer. See riprap standard below and attached detail.

RIPRAP STANDARD FOR: TRAPEZOIDIAL CHANNEL ROAD CROSSINGS

Rock riprap for crossings shall consist of hard durable sandstone. The rock shall be composed of

a well-graded mixture ranging in size from 3-inches minimum to 18-inches maximum diameter. The mixture shall have a d_{50} of 12-inches with no more than 15% of weight less than 6- inches. Fifty percent (50%) of the mixture by weight shall be larger than the d_{50} size. See detailed chart for actual d_{50} size and other details for crossings. A well-graded mixture is defined as a mixture composed primarily of the larger stone sizes but with a sufficient mixture of other sizes to fill the progressively smaller voids between the stones. The diameter of the largest stone size in such a mixture shall be considered to be 1.5 times the d_{50} size. The riprap size as shown on the plans and specifications or for other construction purposes shall be the size of the largest stone in the mixture, i.e., 1.5 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 be collected from on-site stone of approximately rectangular shape. Riprap shall not be collected within Beech Run below existing crossing. Stone shall be obtained from excavation to construct crossing of Beech Run and along access road areas where approved by WVDEP agent on-site. 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. See attached detail sheets. Granular material shall be incorporated into the riprap to fill the voids and provide a relatively smooth running surface.

PAYMENT - The method of measurement for payment shall be per each. Payment shall be for each riprap Trapezoidal Channel Road Crossing installed and approved by WVDEP Agent on-site. Excavation, shaping, stone and any work or material necessary for installation shall be included in and incidental to this bid item. Maintenance of crossing throughout the life of the project shall be incidental to and included in the cost of the Trapezoidal Channel Road Crossing.

NOTE: When necessary, water shall be diked and bypassed around the area of construction, by means of mechanical pumping, to allow sound installation. Contractor shall provide pumping equipment, sand bags, plastic sheeting, and personnel or other items needed to complete this bid item. The Contractor shall pump water from stream into geotextile filter bag (see attached specification) prior to water leaving the permit area. Cost of geotextile filter bag(s) shall be incidental to and included in the cost of Trapezoidal Channel Road Crossing. If deemed necessary by the WVDEP agent on-site, silt fence and hay bale dike and sump(s) shall be used in conjunction with geotextile filter bag(s). Silt fence and hay bale dike and sump(s) shall be paid under separate bid items.

NOTE: Contractor shall install crossing prior to any work being performed at the Mine Site Area and maintained throughout the life of the project.

FOR THIS PERMIT: Install a riprap Trapezoidal Channel Road Crossing at Beech Run on Access Road 2.

17.0 EXCELSIOR MATTING

Install East Coast Erosion Blanket ECX-1B TM: Single Net Excelsior Biodegradable Rolled Erosion Control Product (or approved equivalent). Contractor shall provide all materials, labor, and equipment for the proper installation of Excelsior Matting. Matting shall be placed prior to

demobilization from site and prior to tree planting. Matting shall be placed on a smooth soil surface free from stones, clods, or debris to optimize contact of the Matting with the soil. Matting should lie in direct contact with the soil surface. Care should be taken to avoid over compaction of soil within the area where Matting will be installed. Matting shall be unrolled in the direction of the flow of water and apply without stretching so that it will lie smoothly but loosely on the soil surface. The upslope end shall be buried and secured in place per manufacturer's specifications. Parallel blankets must be overlapped by a minimum of 4-inches, and secured with a row of staples/stakes placed approximately 3-feet apart. (See attached detail). Additional vertical blankets shall be joined using a minimum of 4-inch overlapping or shingle style in the direction of water flow. Blanket connections shall be made by placing staple/stakes approximately 12-inches apart across the width of the blankets. The terminal end of the blanket must be secured in a 6-inch x 6-inch trench with a row of staples/stakes placed at 12-inch intervals. Any damage done to the Matting during installation or unacceptable areas shall be replaced/reinstalled with all costs attributed to the Contractor and at no expense to the WVDEP.

PAYMENT: Matting shall be measured as actual number of square yards along the surface of the ground over which the Matting is installed and approved. Overlaps will not be included in the measurement, and will be considered as incidental to the work. Excavation, material placement (including overlaps), staples/stakes, labor, equipment and any other accessories shall be incidental to and included in this bid item. Payment shall be per square yard installed and approved.

FOR THIS PERMIT: Install matting over approximately 1.5 acres (7260 square yards) of disturbance at Mine Site Areas, Refuse Disposal Area and as directed by WVDEP agent. There shall be no matting installed on the 12-foot wide access road through the permitted area.

APPENDIX:

GENERAL

SPECIFICATIONS

AND

STANDARDS

STRUCTURAL PRECAST CONCRETE**1.0 GENERAL****1.1 RELATED DOCUMENTS**

Drawings and general provisions of the Contract apply to this section.

1.2 DESCRIPTION OF WORK**A. Work included:**

1. This section of the specifications shall cover pre-cast pre-stressed structural concrete construction, including product design not shown on contract drawings, manufacture, transportation, erection, and other related items such as anchorage, openings in units, bearing pads, storage and protection of pre-cast concrete.

1.3 QUALITY ASSURANCE

- A. Acceptable manufacturers: A company specializing in providing pre-cast and/or pre-cast pre-stressed concrete products and services normally associated with the industry for at least five years. When requested by the Engineer, written evidence shall be submitted to show experience qualifications and adequacy of plant capability and facilities for performance of contract requirements.
- B. Erector qualifications: Regularly engaged for at least three years in erection of pre-cast structural concrete similar to the requirements of this project.
- C. Qualifications of welders: In accordance with AWS D 1.1. Qualified within the past year.
- D. Testing shall be arranged for and be paid by the contractor. All tests shall be in general compliance with applicable provisions of Pre-stressed Concrete Institute MNL-116, "Manual for Quality Control for Plans and Production of Pre-cast Pre-stressed Concrete Products".
- E. Requirements of regulatory agencies: All local codes plus the following specifications, standards and codes are a part of these specifications:
 1. ACI 318 - Building Code Requirements for Reinforced Concrete.
 2. AWS D1.1 - Structural Welding Code.
 3. AWS D12.1 - Reinforcing Steel Welding Code.
 4. ASTM Specifications - As referred to in Part 2 - Products, of this Specification.
 5. PCI MNL 116, Manual for Quality Control for Plants and Production of Pre-cast Pre-stressed Concrete.
 6. PCI Design Handbook, Pre-cast and Pre-stressed Concrete.

1.4 SUBMITTALS**A. Shop Drawings**

1. Erection Drawings
 - a. Plans and elevations locating and defining all material furnished by manufacturer.
 - b. Sections and details showing connections, cast-in items and

- their relation to the structure.
- c. Description of all loose, cast-in and field hardware.
- d. Field installed anchor location drawings.
- e. Erection sequences and handling requirements.
- f. All dead, live and other applicable loads used in the design.
- 2. Production Drawings
 - a. Elevation view of each member.
 - b. Sections and details to indicate quantities and position of reinforcing steel, anchors inserts, etc.
 - c. Lifting and erection inserts.
 - d. Dimensions and finishes.
 - e. Pre-stress for strand and concrete strengths.
 - f. Estimated cambers.
 - g. Method of transportation.
- B. Product Design Criteria
 - 1. Loading for design
 - a. Initial handling and erection stresses.
 - b. All dead and live loads as specified on the contract drawings.
 - c. All other loads specified for member where they are applicable.
 - 2. Design calculations of members and connections shall be performed by a registered Professional Engineer in West Virginia experienced in pre-cast pre-stressed concrete design and submitted for approval upon request.
 - 3. Design shall be in accordance with ACI 318, and all applicable state and local building codes.
- C. Test reports: Reports of tests on concrete and other materials upon request.

1.5 DELIVERY, STORAGE AND HANDLING

A. Delivery and Handling

- 1. Pre-cast concrete members shall be lifted and supported during manufacturing, stockpiling, transporting and erection operations only at the lifting or supporting points, or both, as shown on the contract and shop drawings, and with approved lifting devices. All lifting devices shall have a minimum safety factor of 4.
- 2. Transportation, site handling, and erection shall be performed with acceptable equipment and methods, and by qualified personnel.

B. Storage

- 1. Store all units off ground.
- 2. Place stored units so that identification marks are discernible.
- 3. Separate stacked members by battens across full width of each bearing point.
- 4. Stack so that lifting devices are accessible and undamaged.
- 5. Do not use upper member of stacked tier as storage area for shorter member or heavy equipment.

2.0 PRODUCTS

2.1 MATERIALS

- A. Portland Cement:
 - 1. ASTM C150 - Type II Sulfate Resistant.
- B. Admixtures:
 - 1. Air-entraining Admixtures when required: ASTM 260.
 - 2. Water Reducing, Retarding, Accelerating Admixtures: ASTM C494.
 - 3. XPEX 07160 Cementitious Crystalline or equivalent additive.
- C. Aggregates:
 - 1. ASTM C33
- D. Water: Potable or free from foreign materials in amounts harmful to concrete and embedded steel.
- E. Reinforcing Steel:
 - 1. Bars:
 - a. Deformed Billet Steel: ASTM A615, Grade 60.
 - b. Deformed Rail Steel: ASTM A616, Grade 60.
 - c. Deformed Axle Steel: ASTM A617, Grade 60.
 - 2. Wire Fabric:
 - a. Welded Steel: ASTM A185.
- F. Strand:
 - 1. Uncoated, 7-wire, Stress-Relieved Strand: ASTM A416-Grade 250K or 270K.
- G. Anchors and Inserts:
 - 1. Materials
 - a. Structural Steel: ASTM A36.
 - 2. Finish
 - a. Hot Dipped Galvanized: ASTM A153, unless otherwise authorized by the Architect/Engineer.
- H. Grout:
 - 1. Cement grout: 1 part Portland cement to 2 ½ parts sand and water sufficient for placement and hydration.
- I. Bearing Pads: Non-staining pressed (60 or 70 durometer hardness) neoprene or plastic with a compressive strength of 8,000 PSI minimum.

2.2 CONCRETE MIXES

- A. Twenty-eight day compressive strength: Minimum 5,000 psi.
- B. Release strength: Minimum of 5,000 psi.
- C. Use of calcium chloride, chloride ions or other salts is not permitted.

2.3 MANUFACTURER

- A. Manufacturing procedures shall be in compliance with PCI MNL-116.
- B. Finishes
 - 1. Standard Underside: Resulting from casting against approved forms using good industry practice in cleaning of forms, design of concrete mix, placing and curing. Small surface holes caused by air bubbles, normal color variations, normal form joint marks, and minor chips and spalls will be tolerated, but no major or unsightly imperfections, honeycomb, or other defects will be permitted.

2. Standard Top: Result of vibrating screed and additional hand finishing at projections. Normal color variations, minor indentations, minor chips and spalls will be permitted. No major imperfections honeycomb, or defects will be permitted.
 3. Exposed Vertical Ends: Strands shall be recessed and the ends of the member will receive sacked finish.
- C. Holes and Openings:
1. Openings indicated on the contract drawings shall be incorporated into the design and fabrication.
 2. The contract drawings shall be carefully reviewed for the openings and inserts required by the work of all trades, and all openings and inserts which are beyond the limitations of field modification shall be provided by the manufacturer.
 3. Saddles, headers, or other suitable supports shall be provided as necessary for the sizes and locations of openings.
 4. The manufacturer's submittals shall state the limitations for field cutting or modification.
- D. Patching: Patching will be acceptable providing the structural adequacy of the product and the appearance are not impaired.
- E. Fasteners: The manufacturer shall cast in structural inserts, bolts and plates where required.

3.0 EXECUTION

3.1 ERECTION

- A. Preparation: Inspect areas that are to receive pre-cast concrete for:
1. Providing true, level bearing surfaces on all field placed bearing walls and other field placed supporting members.
 2. Placement and accurate alignment of anchor bolts, plates or dowels in column footings, grade beams and other field placed supporting members.
- B. Installation:
1. Installation of pre-cast pre-stressed concrete shall be performed by the manufacturer or a competent erector.
 2. Members shall be lifted by means of suitable lifting devices at points provided by the manufacturer.
 3. Temporary shoring and bracing, if necessary, shall comply with manufacturer's recommendations.
- C. Alignment:
1. Members shall be properly aligned and leveled as required by the approved shop drawings.
 2. Variations between adjacent members shall be reasonably leveled out by jacking, loading or any other feasible method as recommended by the manufacturer and acceptable to the Architect/Engineer.
- D. Field Welding: Field welding shall be done by qualified welders using equipment and materials compatible to the base material.
- E. Grouting: Fill grout keys and slab end joints as required, placing any

reinforcing as shown on plans for approved shop drawings. Strike off flush with top surface. Remove any grout that may seep through to the bottom surface before it hardens.

4.0 METHOD OF MEASUREMENT

The method of measurement for determining the quantity of Structural Pre-Cast Concrete as described above is to be included in the bid price for **Prefabricated Wildlife Entrance Assembly**, including furnishing all materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, supplies, and incidentals & appurtenance necessary to complete the work as shown on the Contract Drawings.

4.1 BASIS OF PAYMENT

The quantity of Structural Pre-Cast Concrete completed will be paid as the contract price for bid item **Prefabricated Wildlife Entrance Assembly**. No deduction will be made nor will any increase be made in the pay item amount regardless of decreases or increases in the final total contract amount or for any other cause.

4.2 PAY ITEM

Item **“Prefabricated Wildlife Entrance Assembly”**, per each completed assembly installed and approved by WVDEP Agent on-site.

END OF STRUCTURAL PRECAST CONCRETE SPECIFICATIONS

GEOTEXTILE FILTER BAG

Geotextile Filter Bag Properties

Properties	Test Method	Minimum Value
Grab Tensile	ASTM D-4632	250 pounds
Puncture	ASTM D-4833	165 pounds
Flow Rate	ASTM D-4491	70 gallons/minute/ft ²
Permittivity	ASTM D-4491	1.3 sec ⁻¹
Mullen Burst	ASTM D-3786	550 pounds/ in ²
UV Resistant	ASTM D-4355	70%
AOS % Retained	ASTM D-4751	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 effectively filter sediment or pass water at a reasonable rate.

Sediment from the filter bags may be left on-site and vegetated, however filter bags must be disposed of offsite.

END OF GEOTEXTILE FILTER BAG SPECIFICATIONS

**National White-Nose Syndrome Decontamination Protocol - Version
06.25.2012**

The fungus *Geomyces destructans* (*G.d.*) is the cause of white-nose syndrome (WNS), a disease that has devastated populations of hibernating bats in eastern North America. Since its discovery in New York in 2007, WNS has spread rapidly through northeastern, mid-Atlantic, and Midwest states and eastern Canada. It continues to threaten bat populations across the continent. For the protection of bats and their habitats, comply with all current cave and mine closures, advisories, and regulations on the federal, state, tribal, and private lands you plan to visit. In the absence of cave and mine closure policy, or when planned activities involve close/direct contact with bats, their environments, and/or associated materials, the following decontamination procedures should be implemented to **reduce the risk of transmission** of the fungus to other bats and/or habitats. For the purposes of clarification, the use of the word “decontamination,” or any similar root, in this document entails both the 1) cleaning and 2) treatment to disinfect exposed materials.

Under no circumstances should clothing, footwear, or equipment that was used in a confirmed or suspect

WNS-affected state or region be used in a WNS-unaffected state or region. Some state/federal regulatory or land management agencies have supplemental documents¹ that provide additional requirements or exemptions on lands under their jurisdiction.

TREATMENTS TO REDUCE RISK OF TRANSFERRING *GEOMYCES DESTRUCTANS*²:

Applications/Products:

The most universally available option for treatment of submersible gear is:

Submersion in Hot Water: Effective at sustained temperatures $\geq 50^{\circ}\text{C}$ (122°F) for 20 minutes

Secondary or non-submersible treatment options (for a minimum of 10 min.) include:

PRODUCT	Clorox [®]		Lysol [®] IC	Professional Lysol [®]	Formula 409 [®]
	Bleach Cleaner	(6% HOCl)	Quaternary Disinfectant	Antibacterial All- purpose Cleaner	Antibacterial All- Purpose Cleaner
APPROVED USES	Hard, non-porous surfaces	Yes	Yes	Yes	Yes
	Non-porous personal protective safety equipment	No	Yes (headgear, goggles, rubber boots, etc.)	No	No
	All surfaces, including: porous clothing, fabric, cloth footwear, rubber boots	Yes (Do not use on ropes, harnesses or fabric safety gear.)	No	No	No
DILUTION/ TREATMENT (as per label)	Effective at 1:10 dilution (bleach : water) ^{3,4}	Effective at 1:128 dilution (1 ounce: 1 gallon of water) ^{3,4}	Effective at 1:128 dilution (1 ounce: 1 gallon of water) ^{3,4}	Effective at concentrations specified by label ^{3,4}	Effective at 0.28 % di- methyl benzyl ammonium chloride ^{3,4}

¹ To find applicable addenda and/or supplemental information, visit

<http://www.whitenosesyndrome.org/topics/decontamination>

² The use of trade, firm, or corporation names in this protocol is for the information and convenience of the reader. Such use does not constitute an official endorsement or approval by state and/or federal agencies of any product or service to the exclusion of others identified in the protocol that may also be suitable for the specified use.

³ Product guidelines should be consulted for compatibility of use with one another before using any decontamination product. Also, detergents and quaternary ammonium compounds (i.e. Lysol[®] IC Quaternary Disinfectant Cleaner) should not be mixed directly with bleach as this will inactivate the bleach and in some cases produce a toxic chlorine gas. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

⁴ Final determination of suitability for any decontaminant is the sole responsibility of the user. Use of some treatments which utilize such method need to be applied carefully, especially in confined spaces, due to inhalation or contact risks of the product. All users should be aware of these risks

Other effective disinfectant(s) with similar chemical formulas (e.g., a minimum of 0.3% quaternary ammonium compound) or water based applications may exist but are unknown and not recommended at this time.

REMEMBER, the product label is the law!

It is the responsibility of the users of this protocol to read and follow the product label and MSDS.

Products must be used in accordance with the label:

Ensuring the safety of those who use any of the above products for treatment is of utmost importance. Material safety data sheets (MSDS) developed by product manufacturers provide critical information on the physical properties, reactivity, potential health hazards, storage, disposal, and appropriate first aid procedures for handling or working with substances in a safe manner. Familiarization with MSDS for chemical products prior to use will help to ensure appropriate use of these materials and assist in emergency response.

It is a violation of federal law to use, store, or dispose of a regulated product in any manner not prescribed on the approved product label and associated MSDS.

Disinfectant products, or their contaminated rinse water, should be managed and disposed of as per product label directions to avoid contamination of groundwater, drinking water, or non-municipal water feature such as streams, rivers, lakes, or other bodies of water. Follow all local, state and federal laws. State-by-state requirements for product disposal may vary. Note: Quaternary ammonium wastewaters should not be drained through septic systems because of the potential for system upset and subsequent leakage into groundwater.

II. PLAN AHEAD AND CAVE CLEAN:

Dedicate your Gear: Many types of rope and webbing have not been thoroughly tested for integrity after decontamination. Dedicate your gear to a single cave/mine or don't enter caves/mines that require this gear. **Bag it Up:** Bring bags on all of your trips. All gear not decontaminated on site should be isolated (quarantined) in a sealed plastic bag/s or container/s to be cleaned and disinfected off-site.

Before Each Cave/Mine or Site Visit:

1.) Determine *G.d./WNS* status⁵ of the state/county(s) where your gear was previously used.

- 2.) Determine *G.d./WNS* status⁵ of state/county(s) to be visited.
- 3.) Determine whether your gear is permitted for your cave/mine visit or bat related activity, as defined by the current *WNS* case definitions⁶ and the flowchart below.
- 4.) Choose gear that can be most effectively decontaminated [i.e., rubber wellington type (which can be treated with hot water and/or secondary treatment options in section I.) vs. leather boots] or dedicated to a specific location. **Remember, under no circumstances should any gear that was used in a *WNS*-affected state or region be used in a *WNS*-unaffected state or region.** Brand new gear can be used at any location where access is otherwise permitted.
- 5.) Determine if any state/federal regulatory or land management agency addendum or supplemental document¹ provides additional requirements or exemptions on lands under its jurisdiction that supplement the final instruction identified in the flowchart below.
- 6.) Prepare a “Clean Caving” strategy (i.e., how and where all gear and waste materials will be stored, treated and/or disposed after returning to your vehicle and base area) for your particular circumstances that provides for cleaning and treatment of gear on a daily basis **unless** instructed above to do so more frequently throughout the day.
- 7.) When visiting multiple caves/mines or bat research sites on the same day, clean and treat all gear between **each** cave/mine/site, **unless** otherwise directed in an agency/landowner addendum. **It** is recommended that known confirmed or suspect caves/mines be visited only after those sites of unknown *G.d.* status have been visited, to further reduce the risk of inadvertent transmission.

After Each Cave/Mine or Site Visit:

- 1.) Thoroughly scrub and remove sediment/dirt from clothing, footwear, and other gear immediately upon emerging from the cave/mine or bat research site. Avoid contamination of vehicles; store exposed gear separately from unexposed gear.
- 2.) Once fully scrubbed and rinsed of all soil and organic material, clothing, footwear, and any appropriate gear should be sealed, bagged in a plastic container and once at home, machine or hand-washed/cleaned using a conventional cleanser like Woolite[®] detergent or Dawn[®] antibacterial dish soap in water (the use of Dawn[®] antibacterial dish soap is **not intended** for use in conventional washing machines.) Once cleaned, rinse gear thoroughly in water. Clean/treat gear used in a suspect or confirmed state prior to transport when traveling back to or through a state **without** known cases of *G.d./WNS*. Use the treatments listed under Applications/Products on page 1 for a minimum of 10 (products) or 20 (hot water) minutes.

Remember: Many types of rope and webbing have not been thoroughly tested for integrity after decontamination. Dedicate your gear to a single cave/mine or don't enter caves/mines that require this gear.

prior to entering cave environments and understand that products and corresponding procedures may cause irreversible harm. Always use personal protective equipment to reduce contact with these products, particularly when recommended by the manufacturer.

⁵ Visit <http://www.whitenosesyndrome.org/resources/map> to determine the *WNS* status of a county or state.

⁶ Visit http://www.nwhc.usgs.gov/disease_information/white-nose_syndrome/wns_definitions.jsp for current *WNS* case definitions.

A.) Submersible Gear (i.e. clothing, footwear, and/or equipment that can be submerged in liquid):

Clothing, footwear, and other submersible gear:

Following steps 1 and 2 above, the primary treatment for all submersible gear should always be submersion in **water of at least 50°C (122°F) for a minimum of 20 minutes, where possible**. Some submersible gear (depending on material) could be soaked for a minimum of 10 minutes in the appropriate products listed in the Applications/Products chart on page 1, rinsed thoroughly in water again, and air dried. Note: Although commercially available washing machines with sanitation cycles often sustain desirable water temperatures, their efficacy for killing the conidia of *G.d.* is unknown.

B.) Non-submersible Gear:

Gear that may be damaged by liquid submersion should be cleaned according to the manufacturer's recommendation between cave/mine visits and when appropriate, follow steps 1 and 2 above in addition to following:

Cameras and Electronic Equipment:

Until effective techniques are developed to comprehensively disinfect cameras and electronics, it is recommended that these items only be used in caves when absolutely necessary. Regardless of the cave/mine visited, clean/treat cameras and electronics after each visit using an appropriate product listed in the Applications/Products chart on page 1. Equipment that must be used in the cave/mine may be placed in a sealed plastic casing (i.e., underwater camera housing), plastic freezer bag, or plastic wrap that permits operation of the equipment (i.e., glass lens is exposed) and reduces the risk of exposure to the cave environment. Prior to opening or removing any plastic protections, wipe the outside surfaces with an appropriate product described in the Applications/Products chart on page 1. Plastic freezer bag or wrap should be removed and discarded after each visit. A sealed plastic casing may be reusable if properly submersed in appropriate product as described in the Applications/Products chart and the functionality and protective features of the casing are not sacrificed (check with manufacturer). After removal of any outside plastic protection, all non-submersible equipment surfaces (i.e., camera body, lens, etc.) should be wiped using an appropriate product described in the Applications/Products chart.

- 3.) Reduce the risk of vehicle contamination and transport of *G.d.* to new areas by making sure to
- A) transport gear in clean containers,
 - B) remove outer clothing/footwear and isolate in a sealed plastic bag or container prior to entering a vehicle. Storage container options vary considerably depending on the type of vehicle; but **always clean and disinfect the outside surfaces of storage containers prior to putting them in the vehicle**.
 - C) remain outside of the vehicle after exiting a cave/mine or completing field work,
 - D) change into clean clothing and footwear prior to entering the vehicle, and
 - E) clean dirt and debris from the outside of vehicles (especially wheels/undercarriage).

OBSERVATION OF LIVE OR DEAD BATS

If you observe live or dead bats (multiple individuals in a single location) that appear to exhibit signs of WNS, contact a wildlife professional in your nearest state (<http://www.fws.gov/offices/statelinks.html>) or federal wildlife agency (<http://www.fws.gov/offices/>, <http://www.fs.fed.us/>, <http://www.blm.gov/wo/st/en.html>, or <http://www.nps.gov/index.htm>). **Do not handle bats unless authorized in writing to do so by the appropriate government agency.**

Note on the use of Pesticides/Products listed above:

The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) (7 U.S.C. §136 et seq. (1996))

<http://www.epa.gov/oecaagct/lfra.html> defines a pesticide as follows: **(u) Pesticide**

The term "pesticide" means (in part)

(1) any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.

FIFRA defines a pest at §136:

(t) Pest

The term “pest” means (in part)

(1) any insect, rodent, nematode, fungus, weed, or (2) any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism (except viruses, bacteria, or other micro-organisms on or in living man or other living animals) which the Administrator declares to be a pest under section 25(c)(1).

This document is the product of the multi-agency WNS Decontamination Team, a sub-group of the Disease Management Working Group established by the National WNS Plan (A National Plan for Assisting States, Federal Agencies, and Tribes in Managing White-Nose Syndrome in Bats, finalized May 2011). On 15 March 2012 a national decontamination protocol was adopted by the WNS Executive Committee, a body consisting of representatives from Federal, State, and Tribal agencies which oversees the implementation of the National WNS Plan. This version of the protocol contains some modifications to the 15 March version, intended to clarify the recommendations for the appropriate use of treatment options. This decontamination protocol will continue to be updated as necessary to include the most current information and guidance available.

I have read this White Nose Syndrome in Bats Decontamination Protocol and will apply the recommended procedures for the fieldwork to be conducted.

Printed Name: **M. Adam Sarver - member**

Signature:  Date: **7-14-15**

SOLICITATION NUMBER: CRFQ DEP1500000079

Addendum Number: 01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the following and the attached documentation:

1. To provide a copy of answers to vendor submitted questions.
2. To provide a copy of the mandatory pre-bid sign-in sheet.
3. To change the bid opening date to July 14, 2015 at 1:30PM, EST.
4. To provide an updated copy of the bid schedule and commodity lines.

No other changes.

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

Terms and Conditions:

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

ATTACHMENT A

Addendum #1 – Questions asked during the Pre-Bid Conference for:

DEP1500000079

ANDERSON COAL COMPANY

REVOKED PERMIT U-3049- 86

The following questions were identified at the Pre-Bid Conference conducted on-site on May 28, 2015. The answers and clarifications provided herein take precedence over verbal answers at the Pre-Bid Conference and previously provided specifications and descriptions provided in the Solicitations should there be any conflicts between the two.

Q1. Are you going to have sediment control along the entire access road?

A1. No, we are not going to have sediment control along the entire length of access road. If there are areas along the road that have concentrated flow or erosion, we will require you to install sediment control as necessary. We will require sediment control at the Mine Site Areas and Refuse Disposal Area.

Q2. Will the access roads be graded to sheet flow?

A2. Some areas of the access roads will sheet flow off of roadway. Some areas will be directed into ditchlines and culverts. Contractor may have to install sumps or install culverts as directed by the WVDEP agent.

Q3. Will contractor pay sales tax for materials bought for this project?

A3. Contact the West Virginia State Tax Department for an answer to this question.

Q4. Is Channels 1 or 2 grouted?

A4. No

Q5. Is Incidental Stone to be used on Access Road 1 only?

A5. WVDEP anticipates using Incidental Stone on Access Road 1 only. However, if WVDEP deems that incidental stone is necessary on Access Road 2, incidental stone shall also be placed on Access Road 2.

Q6. What is the total number of culverts that are to be installed along the access roads?

A6. Approximately ten (10) culverts (lengths varying on site conditions) were estimated for this project. However, culverts will be installed where culverts are needed to be replaced and/or installed as directed by WVDEP. Therefore, the entire estimated quantity of culverts may not be used.

Addendum #1 - Questions asked during the Pre-Bid Conference for:

DEP1500000079

ANDERSON COAL COMPANY

REVOKED PERMIT U-3049- 86

- Q7. How much upgrading will WVDEP require to Access Road 1 and Access Road 2?
A7. Prior to demobilization, the access roads shall be in as good condition as they are the day of the pre-bid conference. Contractor may wait until the end of the project to install all of the water bars to aid in travel to and from the mine site providing roadway is maintained in a well-drained and passable condition, as directed by the WVDEP, through the duration of project. Contractor will not be required to re-establish the ditch line along the entire length of access roads. However, portions of the ditchlines shall be re-established if re-establishment of ditchline is necessary as directed by the WVDEP agent. Where possible, contractor will direct water flow off the road and into culverts or daylight over the hill slope.
- Q8. Will contractor be able to spoil material from ditches and roadways over the hill slope?
A8. Excess spoil material shall be piled along the berm where roadway width allows and in a manner that will not cause drainage problems. Contractor shall keep disturbance to a minimum. Some spoil loss is expected over the hill slope, but contractor will not be permitted to intentionally place material over slope unless it is necessary to widen roadway were authorized by the WVDEP.
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A9. We want the road to remain passable with a pick-up truck; similar to its current state.
- Q10. Do all of the trees have to be chipped?
A10. No. See specification 6.0 Regrading and Topsoiling.
- Q11. Is the fill material going to come from the mine bench areas?
A11. Yes, material to be used for backfilling will come from the mine bench areas. Test pits were excavated and the material found was suitable for use as backfill.
- Q12. Where are the tree chips to be disposed?
A12. The tree chips are to be broadcast within the permitted area. They are not to be left in a pile nor on areas that excelsior matting will be placed. Chips can be cast over the bank or on the hill slope within the permit area.
- Q13. Will there be seeding (Revegetation) at the Mine Areas?
A13. No, there will be no Revegetation at the Mine or Refuse Areas. Excelsior Matting will be used for disturbances at the Mine Sites and the Refuse Disposal Area as directed by the WVDEP. Revegetation will only be required on non-government land where disturbance has been excessive and deemed necessary by WVDEP.

Addendum #1 – Questions asked during the Pre-Bid Conference for:

DEP1500000079

ANDERSON COAL COMPANY

REVOKED PERMIT U-3049- 86

Q14. Is the access road at Mine Area 1 on pit floor?

A14. The material underlying the access road in front of the Southern Portal is rock with very little soil cover. Area was dug to refusal using a 312D excavator. Contractor will have to use a hoe ram to obtain the required elevation for positive drainage away from the portals as blasting will **NOT** be permitted. See attached photos and schematics of test pits.

Q15. When the trees are cut down, can the trees block the road?

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A16. The culvert and riser pipe are debris to be removed and the sump area regraded to sheet flow away from the highwall area.

Q17. Is each Prefabricated Wildlife Entrance Assembly two box culverts bolted together for a total width of sixteen feet and slid in front of the portals?

A17. Each Prefabricated Wildlife Entrance Assembly is two four (4) foot wide concrete sections bolted together for a total width of eight (8) feet. Each precast portal extension has one gate, therefore each Prefabricated Wildlife Entrance Assembly has two gates. See specification and drawings.

Q18. For the purpose of coming onto site from November 15th through March 31st, for tree cutting, can the site be accessed with a pickup truck?

A18. Yes. Also for this project, the Park Service has allowed the contractor to use ATVs to access the project along the access roads. The only upgrade and maintenance to the road during the fall tree cutting season will be for maintaining access to the mine site with a pickup as WVDEP will be accessing the site via pickup trucks.

Q19. Is the material in front of portal in Mine Area 2 to be graded to drain away from portal?

A19. Yes.

Q20. Will WVDEP enter into an agreement with the railroad to be that close to the rail?

A20. Proposed work is outside the railroad right of way and within permitted area. Contractor may pull the material up the slope from the bench where hopper is located and keep equipment outside the railroad right of way. Do **NOT** place equipment below bench area.

Addendum #1 – Questions asked during the Pre-Bid Conference for:

DEP1500000079

ANDERSON COAL COMPANY REVOKED PERMIT U-3049- 86

Q21. Can tree disposal areas be located on bench South of Mine Area 2?

A21. No, the bonded area for this permit does not extend southerly beyond the portal of Mine Area 2. The bench area between access road and top of slope directly in front of Mine Area 2 portal is the southernmost extent of tree disposal.

CLARIFICATIONS:

1. Even though gas company has located gas lines along access road. Contractor is responsible to contact utility companies, including gas company to ensure all utilities are located.
2. Trees shall **NOT** be removed from the project but addressed as described in the specifications.
3. Wood chips cannot be placed under or on excelsior matting, but shall be spread on permit area.
4. All concrete structures on mine bench, including shack near Southern Portal and structure at Northern Portal, are to be demolished and concrete rubble may be used as backfill material.
5. Grading of Access Roads will not be considered as a part of the Regrading pay quantity.
6. The use of hay or straw bales **IS PROHIBBITED** on this project. Hay and straw bales and hay bale dikes are mentioned in the attached standard specifications however they shall **NOT** be used on this project.

CORRECTIONS:

1. Bid item# 14 on the bid schedule should be item# 14.1.
2. Bid item# 17 Excelsior Matting quantity shall change from 4,840 SY (square yards) to 7,260 SY (square yards).

REQUEST FOR QUOTATION NO. DEP150000079

Anderson Coal Company - Permit Number: U-3049-86

SIGN IN SHEET

PLEASE PRINT

Page 1 of 2

Date: May 28, 2015

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Aspen Connection</u>	2400 BITTNER DRIVE	PHONE 304-763-4573
Rep: <u>DEAN KNIGHT</u>	DANIELS WV 25822	TOLL FREE
Email Address: <u>BKARHT@Aspen-GOLF.com</u>		FAX 304-763-4591
Company: <u>McCurt & Son Const.</u>	5802 Centralia Rd	PHONE 304 765-5288
Rep: <u>GARY LONG</u>	Jutton WV 26601	TOLL FREE
Email Address: <u>glong@airline.com</u>		FAX 304 765-5293
Company: <u>GREEN MOUNTAIN COMPANY</u>	511 50th ST	PHONE 304-925-0253
Rep: <u>DAVID H. BOWMAN</u>	Charleston WV	TOLL FREE
Email Address: <u>DHB722@yahoo.com</u>	25304	FAX 304-925-9230
Company: <u>Pineville Paving & Excavating Inc.</u>	PO Box 1290	PHONE 304-752-8583
Rep: <u>Tony Bradford</u>	Pineville WV 24874	TOLL FREE
Email Address: <u>tony@pinc.com</u>		FAX 304-752-7855
Company: <u>Dethill Construction Co.</u>	PO Box 665	PHONE 304 662-6017
Rep: <u>James Earl Cooper</u>	Coulter Bridge WV	TOLL FREE
Email Address: <u>Zied Cooper@gmail.com</u>	250	FAX 304 632-1801

REQUEST FOR QUOTATION NO. DEP150000079
 Anderson Coal Company - Permit Number: U-3049-86

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Date: May 28, 2015

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>System Array</u>	<u>PO Box 608</u>	PHONE <u>304-414-0255</u>
Rep: <u>Anna Wainwright</u>	<u>CHAS, WV 25314</u>	TOLL FREE
Email Address: <u>systemarray@hotmail.com</u>		FAX <u>025</u>
Company: <u>Main Street Builders</u>	<u>PO Box 309</u>	PHONE <u>304-920-2669</u>
Rep: <u>Rusty Sarver</u>	<u>Princeton WV 24740</u>	TOLL FREE
Email Address: <u>Rusty.Sarver@gmail.com</u>		FAX <u>304-425-2171</u>
Company: <u>National Park Service</u>	<u>PO Box 246</u>	PHONE <u>304-465-6542</u>
Rep: <u>Mark Graham</u>	<u>Glen Jean, WV 25846</u>	TOLL FREE
Email Address: <u>mark-graham@nps.gov</u>		FAX
Company: <u>National Park Service</u>	<u>11</u>	PHONE <u>304-465-6537</u>
Rep: <u>John Perez</u>		TOLL FREE
Email Address: <u>john-perez@nps.gov</u>		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

ANDERSON COAL COMPANY
U-3049-86
BID SCHEDULE REVISED FOR ADDENDUM 1

VENDOR NAME: _____

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.0	Mobilization/Demobilization/Project Sign (Limited to 5% total bid maximum for this permit)	Lump Sum	LS	\$	\$
2.0	Site Preparation (Limited to 10% total bid maximum for this permit)	Lump Sum	LS	\$	\$
3.0	Construction Stakeout (Limited to 2% total bid maximum for this permit)	Lump Sum	LS	\$	\$
4.0	Utilities	No Bid Item		No Bid Item	No Bid Item
5.0	Storm Water Management - Silt fence	1000	LF	\$	\$
6.0	Regrading and Topsoiling	1.5	AC	\$	\$
7.0	Revegetation	1	AC	\$	\$
8.0	Backfilling	Lump Sum	LS	\$	\$
9.0	Incidental Stone	300	Per Ton	\$	\$
10.1	Sumps	10	EA	\$	\$
11.0	Pipe Gate (18-foot)	1	EA	\$	\$
12.0	Tree Plantings	1700	EA	\$	\$
13.0	Prefabricated Wildlife Entrance Assembly	4	EA	\$	\$
14.1	HDPE Culvert (18-inch)	200	LF	\$	\$
15.0	Riprap Channel	205	LF	\$	\$
16.0	Trapezoidal Channel Road Crossing	1	EA	\$	\$
17.0	Excelsior Matting	7260	SY	\$	\$
TOTAL BID					\$

Authorized buyer signature: _____

Date: _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP150000079

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 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.

Main Street Builders, LLC

Company



Authorized Signature

July 14, 2015

Date

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

Revised 6/22/2012

SOLICITATION NUMBER: CRFQ DEP1500000079

Addendum Number: 02

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the following at the attached documentallon:

1. To include a copy of the mandatory pre-bid sign-in sheet.
2. To provide a copy of the revised plans, specs, and drawings.
3. To provide an updated bid schedule and revised commodity lines.
4. To provide answers to vendor submitted questions.

No other changes.

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

Terms and Conditions:

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

ATTACHMENT A

Addendum #1 - Questions asked during the Pre-Bid Conference for:

DEP1500000079

ANDERSON COAL COMPANY REVOKED PERMIT U-3049- 86

The following questions were identified at the Pre-Bid Conference conducted on-site on May 28, 2015. The answers and clarifications provided herein take precedence over verbal answers at the Pre-Bid Conference and previously provided specifications and descriptions provided in the Solicitations should there be any conflicts between the two.

Q1. Are you going to have sediment control along the entire access road?

A1. No, we are not going to have sediment control along the entire length of access road. If there are areas along the road that have concentrated flow or erosion, we will require you to install sediment control as necessary. We will require sediment control at the Mine Site Arcas and Refuse Disposal Area.

Q2. Will the access roads be graded to sheet flow?

A2. Some areas of the access roads will sheet flow off of roadway. Some areas will be directed into ditchlines and culverts. Contractor may have to install sumps or install culverts as directed by the WVDEP agent.

Q3. Will contractor pay sales tax for materials bought for this project?

A3. Contact the West Virginia State Tax Department for an answer to this question.

Q4. Is Channels 1 or 2 grouted?

A4. No

Q5. Is Incidental Stone to be used on Access Road 1 only?

A5. WVDEP anticipates using Incidental Stone on Access Road 1 only. However, if WVDEP deems that incidental stone is necessary on Access Road 2, incidental stone shall also be placed on Access Road 2.

Q6. What is the total number of culverts that are to be installed along the access roads?

A6. Approximately ten (10) culverts (lengths varying on site conditions) were estimated for this project. However, culverts will be installed where culverts are needed to be replaced and/or installed as directed by WVDEP. Therefore, the entire estimated quantity of culverts may not be used.

Addendum #1 – Questions asked during the Pre-Bid Conference for:

DEP150000079

ANDERSON COAL COMPANY

REVOKED PERMIT U-3049- 86

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CORRECTIONS:

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2. Bid item# 17 Excelsior Matting quantity shall change from 4,840 SY (square yards) to 7,260 SY (square yards).

ANDERSON COAL COMPANY
U-3049-86
BID SCHEDULE REVISED FOR ADDENDUM 1

VENDOR NAME: _____

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14.1	HDPE Culvert (18-inch)	200	LF	\$	\$
15.0	Riprap Channel	205	LF	\$	\$
16.0	Trapezoidal Channel Road Crossing	1	EA	\$	\$
17.0	Excelsior Matting	7260	SY	\$	\$
TOTAL BID					\$

Authorized buyer signature: _____

Date: _____

REQUEST FOR QUOTATION NO. DEP1500000079

SIGN IN SHEET

Page 1 of 2

Anderson Coal Company - Permit Number: U-3049-86

PLEASE PRINT

Date: May 28, 2015

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>ASPEN CORPORATION</u> Rep: <u>BRIAN KNIGHT</u> Email Address: <u>BKNIGHT@ASPED-GOLF.COM</u>	<u>2400 BITTER DRIVE</u> <u>DANIELS WV 25832</u>	PHONE <u>304-763-4573</u> TOLL FREE FAX <u>304-763-4591</u>
Company: <u>M'Court & Son Const.</u> Rep: <u>GARY LONG</u> Email Address: <u>glong@wirefire.com</u>	<u>5802 Centralia Rd</u> <u>Sutton WV 26601</u>	PHONE <u>304 765-5288</u> TOLL FREE FAX <u>304 765-5297</u>
Company: <u>GREEN MOUNTAIN COMPANY</u> Rep: <u>DAVID H. BOWMAN</u> Email Address: <u>DOB722@telco.wv.net</u>	<u>511 50th ST</u> <u>Charleston WV</u> <u>25304</u>	PHONE <u>304-925-0253</u> TOLL FREE FAX <u>304-925-9230</u>
Company: <u>Pineville Paving & Excavating Inc.</u> Rep: <u>Tony Bradford</u> Email Address: <u>tony@ppie.com</u>	<u>P.O. Box 1290</u> <u>Pineville WV 24874</u>	PHONE <u>304-752-8503</u> TOLL FREE FAX <u>304-732-7855</u>
Company: <u>D&B Hill Construction Co.</u> Rep: <u>James Earl Cooper</u> Email Address: <u>JimCooper@gmail.com</u>	<u>PO Box 665</u> <u>Gruley Bridge WV</u> <u>250</u>	PHONE <u>304 662-6017</u> TOLL FREE FAX <u>304 632-1801</u>

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Date: May 28, 2015

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Eastman Arrow</u>	<u>PO Box 4108</u>	PHONE <u>304-414-0255</u>
Rep: <u>Amaklawu</u>	<u>CHAS. WV 25264</u>	TOLL FREE
Email Address: <u>eastmanarrow@hotmail.com</u>		FAX <u>0255</u>
Company: <u>Main Street Builders</u>	<u>PO Box 309</u>	PHONE <u>304-920-2669</u>
Rep: <u>Rusty Server</u>	<u>Princeton WV 24740</u>	TOLL FREE
Email Address: <u>RustyServer@gmail.com</u>		FAX <u>304-425-2171</u>
Company: <u>National Park Service</u>	<u>PO Box 246</u>	PHONE <u>304-465-6542</u>
Rep: <u>Mark Graham</u>	<u>Glen Jean, WV 25846</u>	TOLL FREE
Email Address: <u>mark-graham@nps.gov</u>		FAX
Company: <u>National Park Service</u>	<u>11</u>	PHONE <u>304-465-6537</u>
Rep: <u>John Perez</u>		TOLL FREE
Email Address: <u>john-perez@nps.gov</u>		FAX
Company:		PHONE
Rep:		TOLL
Email Address:		FREE
		FAX

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP150000079

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(Check the box next to each addendum received)

- | | |
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| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
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Main Street Builders, LLC

Company



Authorized Signature

July 14, 2015

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

Revised 6/8/2012



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 32 — Reclamation

Proc Folder: 31909

Doc Description: Addendum 02 Anderson Coal Company

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-06-23	2015-07-14 13:30:00	CRFQ 0313 DEP1500000079	3

BID RECEIVING LOCATION


BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number: **Main Street Builders, LLC**
PO Box 309
311 S. Walker Street
Princeton, WV 24740
304-487-3912
www.msbwv.com

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X  FEIN # **58-2667955** DATE **7-14-15**

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobilization/Demobilization/ Project Sign	1.00000	LS	\$9,000.00	\$9,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Mobilization/Demobilization/ Project Sign (Limited to 5% total bid maximum for this permit)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Site Preparation (Limited to 10% total bid maximum)	1.00000	LS	\$18,000.00	\$18,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Site Preparation
(Limited to 10% total bid maximum for this permit)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Construction Stakeout (Limited to 2% total bid maximum)	1.00000	LS	\$2,000.00	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Construction Stakeout
(Limited to 2% total bid maximum for this permit)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Utilities- No Bid Item	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

No Bid Item

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Storm Water Management - Silt fence	1000.00000	LF	\$3.00	\$2,265.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Storm Water Management - Silt fence

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Regrading and Topsoiling	1.50000	ACRE	\$6,000.00	\$9,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Regrading and Topsoiling

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Revegetation	1.00000	ACRE	\$400.00	\$400.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Revegetation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Backfilling	1.00000	LS	\$55,000.00	\$55,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Backfilling

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Incidental Stone	500.00000	TON	\$32.00	\$16,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Incidental Stone

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Sumps	10.00000	EA	\$200.00	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Sumps

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Pipe Gate (18-foot)	1.00000	EA	\$6,000.00	\$6,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Pipe Gate (18-foot)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Tree Plantings	1700.00000	EA	\$1.50	\$2,550.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Tree Plantings

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Prefabricated Wildlife Entrance Assembly	4.00000	EA	\$15,000.00	\$60,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Prefabricated Wildlife Entrance Assembly

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	HDPE Culvert (18-inch)	200.00000	LF	\$13.00	\$2,600.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

HDPE Culvert (18-inch)

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Riprap Channel	205.00000	LF	\$32.00	\$6,560.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Riprap Channel

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Trapezoidal Channel Road Crossing	1.00000	EA	\$2,000.00	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Trapezoidal Channel Road Crossing

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Excelsior Matting	7260.00000	SY	\$1.00	\$7,260.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Excelsior Matting

DEP150000079	Document Phase Final	Document Description Addendum 02 Anderson Coal Comp any U-3049-86 OSR Project	Page 9 of 9
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 32 — Reclamation

Proc Folder: 31909

Doc Description: Addendum 02 Anderson Coal Company

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-06-23	2015-07-14 13:30:00	CRFQ 0313 DEP1500000079	3

BID RECEIVING LOCATION


BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number: **Main Street Builders, LLC**
PO Box 309
311 S. Walker Street
Princeton, WV 24740
304-487-3912
www.msbwv.com

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X  FEIN # **58-2667955** DATE **7-14-15**

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobilization/Demobilization/ Project Sign	1.00000	LS	\$9,000.00	\$9,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Mobilization/Demobilization/ Project Sign (Limited to 5% total bid maximum for this permit)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Site Preparation (Limited to 10% total bid maximum)	1.00000	LS	\$18,000.00	\$18,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Site Preparation
(Limited to 10% total bid maximum for this permit)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Construction Stakeout (Limited to 2% total bid maximum)	1.00000	LS	\$2,000.00	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Construction Stakeout
(Limited to 2% total bid maximum for this permit)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Utilities- No Bid Item	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

No Bid Item

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Storm Water Management - Silt fence	1000.00000	LF	\$3.00	\$2,265.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Storm Water Management - Silt fence

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Regrading and Topsoiling	1.50000	ACRE	\$6,000.00	\$9,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Regrading and Topsoiling

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Revegetation	1.00000	ACRE	\$400.00	\$400.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Revegetation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Backfilling	1.00000	LS	\$55,000.00	\$55,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Backfilling

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Incidental Stone	500.00000	TON	\$32.00	\$16,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Incidental Stone

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Sumps	10.00000	EA	\$200.00	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Sumps

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Pipe Gate (18-foot)	1.00000	EA	\$6,000.00	\$6,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Pipe Gate (18-foot)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Tree Plantings	1700.00000	EA	\$1.50	\$2,550.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Tree Plantings

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Prefabricated Wildlife Entrance Assembly	4.00000	EA	\$15,000.00	\$60,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Prefabricated Wildlife Entrance Assembly

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	HDPE Culvert (18-inch)	200.00000	LF	\$13.00	\$2,600.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

HDPE Culvert (18-inch)

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Riprap Channel	205.00000	LF	\$32.00	\$6,560.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Riprap Channel

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Trapezoidal Channel Road Crossing	1.00000	EA	\$2,000.00	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Trapezoidal Channel Road Crossing

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Excelsior Matting	7260.00000	SY	\$1.00	\$7,260.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Excelsior Matting

DEP150000079	Document Phase Final	Document Description Addendum 02 Anderson Coal Comp any U-3049-86 OSR Project	Page 9 of 9
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions