



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: 149123

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0313

Vendor ID: 000000203150 

SO Doc ID: DEP1600000026

Legal Name: SUNRISE CONSTRUCTION CO INC

Published Date: 12/8/15

Alias/DBA:

Close Date: 12/23/15

Total Bid: \$291,655.64

Close Time: 13:30

Response Date: 12/22/2015 

Status: Closed

Response Time: 16:44

Solicitation Description: Addendum 01 Energy Marketing O-26-84 OSR Reclamation Project  

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 : 149123

Solicitation Description : Addendum 01 Energy Marketing O-26-84 OSR Reclamation Project

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-12-23 13:30:00	SR 0313 ESR12221500000002741	1

VENDOR

000000203150

SUNRISE CONSTRUCTION CO INC

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	1.00000	LS	\$24,252.000000	\$24,252.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Mobilization & Demobilization (Shall not exceed 10% of TOTAL)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Construction Layout	1.00000	LS	\$12,126.000000	\$12,126.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Construction Layout (Shall not exceed 5% of TOTAL)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Quality Control	1.00000	LS	\$7,275.000000	\$7,275.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Quality Control (Shall not exceed 3% of TOTAL)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	4.1 Site Preparation	1.00000	LS	\$12,126.000000	\$12,126.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	4.1 Site Preparation (Shall not exceed 10% of TOTAL)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	4.2 Constructed Access Road	360.00000	TON	\$26.000000	\$9,360.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	4.2 Constructed Access Road
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	4.3 Access Road Rehabilitation	40.00000	TON	\$26.000000	\$1,040.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	4.3 Access Road Rehabilitation
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	4.4 Gate	1.00000	LS	\$2,500.000000	\$2,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	4.4 Gate
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	4.5 Initial Impoundment Dewatering	1.00000	LS	\$69,982.000000	\$69,982.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	4.5 Initial Impoundment Dewatering
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	4.6 Additional Dewatering	5.00000	DAY	\$3,887.000000	\$19,435.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	4.6 Additional Dewatering
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	5.1 18 Inch Silt Sock	200.00000	LF	\$12.300000	\$2,460.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	5.1 18 Inch Silt Sock
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	5.2 Stone Construction Entrance	1.00000	EA	\$2,075.000000	\$2,075.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	5.2 Stone Construction Entrance
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	5.3 Rock Check Dam	1.00000	EA	\$350.000000	\$350.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	5.3 Rock Check Dam
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	5.4 Plywood Baffles	200.00000	LF	\$52.410000	\$10,482.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	5.4 Plywood Baffles
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	6.0 Revegetation	2.50000	ACRE	\$1,800.000000	\$4,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	6.0 Revegetation
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	7.1 42-inch HDPE Liner Pipe with Annular Grout	126.00000	LF	\$362.640000	\$45,692.64

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	7.1 42-inch HDPE Liner Pipe with Annular Grout
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	7.2 Spillway Riser Assembly	1.00000	LS	\$10,000.000000	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	7.2 Spillway Riser Assembly
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	8.0 Unclassified Excavation	1.00000	LS	\$58,000.000000	\$58,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	8.0 Unclassified Excavation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	9.0 Utility Relocation (cost pass-through)	0.00000	LS	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	9.0 Utility Relocation (cost pass-through)



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: 149123

Doc Description: Addendum 01 Energy Marketing O-26-84 OSR Reclamation Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-12-08	2015-12-23 13:30:00	CRFQ 0313 DEP1600000026	2

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

Sunrise Construction Company, Inc.

352 Matlick LN, PO Box 256

Moatsville, WV 26405

(304)457-2109

FOR INFORMATION CONTACT THE BUYER

Beth Collins

(304) 558-2157

beth.a.collins@wv.gov

Signature X

FEIN # 55-0574415

DATE 12/23/2015

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

ADDENDUM INFORMATION**Construction/Reclamation****Addendum No. 01:**

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

1. To publish answers to vendor submitted questions.

2. To publish the mandatory pre-bid sign-in sheet.

The bid opening date will remain unchanged and will open on December 23, 2015 at 1:30 PM, EST.

No other changes.

CRFQ

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR THE RESTORATION AND RECLAMATION AND REPAIR FOR THE ENERGY MARKETING PROJECT, LOCATED IN BARBOUR COUNTY, WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS AND DOCUMENTATION.

ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobilization & Demobilization	1.00000	LS	\$24,252.00	\$24,252.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Mobilization & Demobilization (Shall not exceed 10% of TOTAL)

ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Construction Layout	1.00000	LS	\$12,126.00	\$12,126.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Construction Layout (Shall not exceed 5% of TOTAL)

INVOICE #	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Quality Control	1.00000	LS	\$7,275.00	\$7,275.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Quality Control (Shall not exceed 3% of TOTAL)

INVOICE #	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1 Site Preparation	1.00000	LS	\$12,126.00	\$12,126.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
4.1 Site Preparation (Shall not exceed 10% of TOTAL)

INVOICE #	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.2 Constructed Access Road	360.00000	TON	\$26.00	\$9,360.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
4.2 Constructed Access Road

ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US	WV26416	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US	WV 26416-9998
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.3 Access Road Rehabilitation	40.00000	TON	\$26.00	\$1,040.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
4.3 Access Road Rehabilitation

ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US	WV26416	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US	WV 26416-9998
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.4 Gate	1.00000	LS	\$2,500.00	\$2,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
4.4 Gate

ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.5 Initial Impoundment Dewatering	1.00000	LS	\$69,982.00	\$69,982.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
4.5 Initial Impoundment Dewatering

ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.6 Additional Dewatering	5.00000	DAY	\$3,887.00	\$19,435.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
4.6 Additional Dewatering

ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	5.1 18 Inch Silt Sock	200.00000	LF	\$12.30	\$2,460.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

5.1 18 Inch Silt Sock

ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	5.2 Stone Construction Entrance	1.00000	EA	\$2,075.00	\$2,075.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

5.2 Stone Construction Entrance

ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	5.3 Rock Check Dam	1.00000	EA	\$350.00	\$350.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

5.3 Rock Check Dam

ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	5.4 Plywood Baffles	200.00000	LF	\$52.41	\$10,482.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
5.4 Plywood Baffles

ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	6.0 Revegetation	2.50000	ACRE	\$1,800.00	\$4,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
6.0 Revegetation

ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	7.1 42-inch HDPE Liner Pipe with Annular Grout	126.00000	LF	\$362.64	\$45,692.64

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

7.1 42-inch HDPE Liner Pipe with Annular Grout

ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US	WV26416	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US	WV 26416-9998
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	7.2 Spillway Riser Assembly	1.00000	LS	\$10,000.00	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

7.2 Spillway Riser Assembly

ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US	WV26416	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US	WV 26416-9998
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	8.0 Unclassified Excavation	1.00000	LS	\$58,000.00	\$58,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

8.0 Unclassified Excavation

INVESTOR ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		INVESTOR ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	9.0 Utility Relocation (cost pass-through)	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
 9.0 Utility Relocation (cost pass-through)

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 10:00 AM, ES	2015-11-19
2	Tech Question Submittal Deadline at 5:00 PM, ES	2015-11-23

DEP1600000026	Document Phase Final	Document Description Addendum 01 Energy Marketing O -26-84 OSR Reclamation Project	Page 10 of 10
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

November 19, 2015 at 10:00 AM, EST

From I-79, take Exit 99 to US Route-33 East. Follow US Route-33 East for approximately 12 miles to Buckhannon. Exit US Route 33-East onto US Route 119 North/WV Route-20 North. Follow US Route-119 North/WV Route 20 North for 6 1/2 miles. Turn right to stay on US Route-119 North and go about 2 1/2 miles to County Route 119/16, Century Road. Turn left onto CR-119/16 and go 1/2 mile approximately to the site gate on the right.

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

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

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

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 23, 2015 at 5:00 PM, EST

Submit Questions to: Beth A. Collins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: beth.a.collins@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☐ Technical
☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: December 23, 2015 at 1:30 PM, EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

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

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

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

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 365 days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☒ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☒ **Commercial General Liability Insurance:** In the amount of _____
\$2,000,000.00 or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☒ \$2,000,000.00 Automobile

☒ \$2,000,000.00 Aggregate

☐

☐

☐

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

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

☐
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☐

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

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of \$250.00 per day

for each day of delay

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

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

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

18. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

19. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall

not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices,

terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Sunrise Construction Company, Inc.

Contractor's License No. WV000421

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. 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. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of

West Virginia Code § 21-1D-5 was provided;

- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) 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 should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

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

a. Required Information. The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable

b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

SPECIFICATIONS

For

SEDIMENTATION POND REHABILITATION ENERGY MARKETING SLURRY IMPOUNDMENT (NORTH HOLLOW DAM)

Barbour County, West Virginia

Prepared For

**State of West Virginia
Department of Environmental Protection
Office of Special Reclamation**

Prepared By

Tetra Tech Inc.

August 2015

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I. SPECIAL PROVISIONS

1. LOCATION / SITE DESCRIPTION

The Energy Marketing Company Coal Slurry Impoundment, Mine Permit #O-26-84, also known as the North Hollow Coal Refuse Impoundment, is located near the town of Century in Barbour County, West Virginia at Coordinates: Latitude N 39° 06' 11", Longitude W 80° 11' 07". The site includes 94.2 acres of permitted area, of which 57.47 acres has been disturbed. From Interstate-79, take Exit 99 to US Route-33 East. Follow US Route-33 East for approximately 12 miles to Buckhannon. Exit US Route-33 East onto US Route-119 North / WV Route-20 North. Follow US Route-119 North / WV Route-20 North for 6 ½ miles. Turn right to stay on US Route-119 North and go about 2-1/2 miles to County Route 119/16, Century Road. Turn left onto CR-119/16 and go ½ mile approximately to the site gate on the right. Permit drawings of record are attached to these specifications for reference only but do not necessarily reflect current or 'as-built' conditions.

2. REFERENCE SPECIFICATIONS / DEFINITIONS

All references to "Owner" in these Specifications shall mean West Virginia Department of Environmental Protection (WVDEP), Office of Special Reclamation.

All reference to "Engineer" in these Specifications shall mean the Owner's Engineer or authorized representative or the WVDEP.

All reference to "ASTM" shall mean the American Society of Testing and Material Specifications, Latest Edition unless otherwise noted.

All reference to "AASHTO Specifications" shall mean the Standard Specifications for Transportation Materials and Methods of Sampling and Testing by the American Association of State Highway and Transportation Officials, latest edition, and all subsequent addenda thereto.

All reference to "WVDOH Standard Specifications" shall mean State of West Virginia Department of Transportation, Division of Highways Standard Specifications for Roads and Bridges, latest edition, and all-subsequent addenda thereto.

All references to the "Contractor" shall be understood to mean the successful bidder and or firm or corporation undertaking the execution of the work under the terms of these Specifications.

All reference to "OSHA" shall be understood to mean The Occupational Safety and Health Administration and the standards set in the Occupational Safety and Health Act of

1970.

All reference to "refuse" and/or "mine spoil" shall be understood to mean all coal refuse, coal fines, shale, sandstone and other rock fragments that were generated and disposed of as such within the project area during mining and processing of coal.

All reference to "AMD" shall be understood to mean all acid or alkaline mine drainage discharges from the project site.

All reference to "OSMRE" shall be understood to mean Office of Surface Mining Reclamation and Enforcement.

3. **SCOPE OF WORK**

The work covered by the Special Provisions and Technical Specifications consists of furnishing all labor, plant, power, equipment and supplies, and performing all operations necessary for the completion of the project. The Contractor shall perform all operations necessary for construction of the Sediment Pond Rehabilitation, Energy Marketing Company Coal Slurry Impoundment project.

The Contractor also shall be responsible for surveying, including establishing construction baseline, measuring and developing all completed quantities on the job, and for ordering, purchase and delivery of any and all materials required for construction or required for development of support areas. The Contractor shall perform all other operations as incidental to the program as specified herein.

4. **BIDDERS TO EXAMINE LOCATION**

Prospective bidders are required to examine the locations of the proposed work and to determine, each in their own way, the difficulties which may be encountered in the prosecution of the same. The submission of a bid shall be prima facie evidence that such examination and determinations have been made by the Bidder. No claims for additional compensation will be considered by the Owner based on obstruction or conditions at the location of the work, which may add to the difficulties or costs of construction, even though such obstructions or conditions are not shown on the contract plans or indicated in the other construction documents. Prospective bidders are advised that should they deem it necessary to obtain any subsurface samples of test borings etc., at the site, they should obtain their own permission from the landowners.

5. **SCHEDULE OF WORK**

Before commencing work on this project, the Contractor shall prepare and submit a schedule of construction activities for approval by the Owner.

The Contractor shall provide adequate supervision, labor, tools, equipment, and materials to prosecute the work energetically and complete the work within the time specified.

It is the intention not to delay the work for the checking of lines or grades, but if necessary, working operations shall be suspended for such reasonable time as the Engineer may require for the purpose. No special compensation shall be paid for the cost to the Contractor for any of the work or delay occasioned by checking lines and grades, by making other necessary measurements, or by inspection.

The Contractor's work hours for this project shall be from 7:00 a.m. to 7:00 p.m. Monday through Saturday. Work on Sunday and major holidays, as defined by the Engineer, will not be allowed on this project.

6. MEASUREMENT OF QUANTITIES

The Contractor shall be responsible for providing all necessary volumetric, dimension, and weight measurement equipment necessary to prosecute the work as shown on the Construction Drawings and to accurately determine quantities for payment of Contract Bid Items as approved by the Engineer. Such measurements and equipment shall be subject to the approval of the Engineer for use in this project.

7. BORROW (DISPOSAL) AREAS

All borrow or disposal areas (if any) must be approved by WVDEP. Should the Contractor decide to obtain and utilize any borrow areas outside of construction limits, or move material from one property owner to another unless designated, the Contractor shall be responsible to obtain from the property owner(s) of the borrow areas, all necessary rights of entry, including rights of entry for WVDEP and OSMRE for inspection purposes. The said rights of entry agreement must state that the property owner(s) agree to indemnify and hold harmless the WVDEP from all liability and/or damages resulting from the contractor's use of property for which the contractor was to obtain rights of entry for borrow, disposal, access or other purposes. Said indemnification shall include, but is not limited to, liability and damages resulting from the contractor's failure to obtain any or not all the rights of entry; failure to obtain the proper rights of entry; failure to utilize appropriate language in the rights of entry agreements; or failure to obtain permission and signature of all persons or entities holding a legal interest in the subject property or properties covered by the rights of entry.

The Contractor also shall submit a borrow area reclamation plan for prior approval by WVDEP. The Contractor shall observe the following NEPA compliance schedule relative to selecting and utilizing any off site borrow areas and or any waste disposal areas.

- a. No borrow (disposal) site operations will affect a site listed in, eligible or

proposed to be listed in the National Register of Historic Places.

- b. No borrow (disposal) operations will be located within one-quarter mile of any Federally listed established or prospective component of the National Wild and Scenic River System under 16 USC 1274 and 1276.
- c. Borrow (disposal) site operations will not cause a significant encroachment within the base floodplain (CE.O. 11988: Floodplain Management).
- d. Borrow (disposal) site operations will not be located in or affect a critical habitat of a federally listed endangered or threatened species under 16 USC 1531, et. seq.
- e. No borrow (disposal) operations will occur in wetland areas which are designated by appropriate agencies.
- f. Borrow (disposal) site operations will be consistent with any approved plans governing ambient air quality.
- g. Adherence to these mitigation measures does not relieve the Contractor of the obligation or responsibility to obtain any other Federal, State, or local approvals required to use borrow (disposal) areas and conduct such activities.
- h. Documentation: Copies of borrow (disposal) site approvals and concurrences will be submitted to the WVDEP prior to the commencement of reclamation activities.
- i. Site Monitoring: Borrow (disposal) activities will be monitored by the State to ensure compliance with contractual requirements, applicable Federal, State, and local laws, and any permit conditions.

8. DISPOSAL OF UNSUITABLE MATERIAL

All waste areas shall be obtained in accordance with Special Provisions Section VII of these specifications. All unsuitable materials (wood, trash, debris, metal, and garbage) as determined by the Engineer, shall be wasted by the Contractor, at his/her expense, outside the limits of work conforming to the requirements of the applicable sub-sections of Section 4.0 of these Specifications. Wood may be burned in conformity with the applicable sub-sections of Sections 4.0 of these Specifications.

The Contractor shall observe the NEPA compliance schedule relative to selecting and utilizing any off-site disposal areas in accordance with Special Provisions Section VII of these Specifications.

9. **INTERPRETATION OF APPROXIMATE ESTIMATE OF QUANTITIES**

Due to recent policy changes by the WV Division of Purchasing, the Contract Bid Schedule will show increased quantities beyond that of the Engineer's Estimate. The Summary Of Quantities will reflect that of the Engineer's Estimate, the Contract Bid Schedule will reflect higher quantities. WVDEP reserves the right to increase or decrease any or all of the quantities of work or to omit any of them, as it may deem necessary.

10. **SAFETY**

All regulations of the Occupational Safety and Health Act of 1970 (OSHA) are in effect for this Contract. WVDEP shall not be liable for any citations received by the Contractor as a result of failure to comply with applicable OSHA standards. Compensation is to be included in the various items of the Contract for the expense involved in complying with these standards. In addition, the Contractor shall comply with Section 107.7 of the WVDOH Standard Specifications regarding public convenience and safety.

11. **REGULATIONS**

All appropriate Township, County, State, and Federal Regulations shall apply to this Contract. It shall be the Contractor's sole responsibility to be aware of these regulations and to comply with them. WVDEP shall not be liable for any citations received by the Contractor. The Contractor shall keep the existing roads open and safe to public vehicular traffic at all times and shall provide appropriate barriers and warning devices as directed by the Engineer.

12. **LAWS TO BE OBSERVED**

The Contractor shall at all times, observe, comply with, and post as required all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work or applying to employees on the project as well as all orders or decrees which have been or may be promulgated or enacted by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees, or Contract. The Contractor shall protect and indemnify WVDEP and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree whether by the Contractor or by the Contractor's employees.

13. **PERMITS, LICENSES AND FEES**

The WVDEP shall provide a WVDOH Encroachment permit for roadway and culvert installation proposed within state right of way, and the Water Quality Certification from the Division of Water and Waste Management, if necessary. An NPDES Stormwater permit from the Division of Water and Waste Management will not be required, however

all activities and E&S controls shall conform to the requirements of the Division of Water and Waste Management. The Contractor shall procure all other permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Permits required for this project may include but are not limited to: Burning permits from the WV Division of Forestry and WVDEP, Division of Air Quality. A copy of the permits as procured shall be furnished to the Owner prior to initiation of the work under this Contract.

14. **ELECTRICITY, WATER SUPPLY AND SANITARY FACILITIES**

There are no available supplies at the site of electricity and potable water and, additionally, there are no sanitary facilities. Arrangements for electric service, water supply and sanitary facilities shall be made by the Contractor, and all costs for such arrangements shall be borne by the Contractor at no additional cost to the Department.

15. **UTILITIES AND OTHER OBSTRUCTIONS**

The Contractor shall be solely responsible to correctly locate all existing active underground and overhead utilities at the project sites and take precautions to avoid damage to them. Any existing utility lines damaged by the Contractor shall be replaced by the Contractor or repaired at no cost to the Owner. The Contractor shall notify the utility companies likely to be affected well in advance and before beginning any work within the project sites. In the event of damage to the existing utilities or other facilities, the Contractor shall notify the affected utility Owner(s) and the Engineer immediately and make, or have made, all necessary repairs and bear the expense thereof and resulting damaged caused thereby. It shall be the responsibility of the Contractor to arrange for relocating the utility lines, where required and as directed by the Engineer, in accordance with the guidelines set forth by the utility company, prior to beginning construction. The Contractor will be reimbursed for actual charges invoiced by the Utility Company, except for utilities that are subject to regulation by the Public Service Commission, in which case, payment will be made directly to the affected utility by the WVDEP. The utility companies (and WVMIS) must be contacted by the Contractor at least one week prior to commencement of construction activities for the purpose of field locating and marking utility owned facilities within the project area.

The name, address, and phone number of the WVMIS Utility location service and of the utility companies are as follows:

Miss Utility of West Virginia
1-800-245-4848 or 811

West Virginia Department of Highways
Gary Weaver, District 7 Permit Supervisor
(304) 296-8948

For utilities that are subject to regulation by the Public Service, payment for expenses for utility relocation (if any) shall be made directly to the affected utility by the WVDEP. Otherwise, the contractor shall be reimbursement for actual charges invoiced by the utility company.

16. SITE CLEANUP

Before the project shall be considered as having been satisfactorily completed, the Contractor shall clean and remove, from the project site, all surplus and discarded materials, and equipment and shall further remove all debris and objectionable materials of any kind from areas used or disturbed by the construction operations within or within sight of the project area.

17. ROCK BLASTING

Not Applicable

18. TEMPORARY ACCESS ROADS

In addition to the proposed constructed and rehabilitated access roads as shown on the plans, the Contractor may construct and maintain temporary access roads for convenient access to the various parts of the work, and for other necessary purposes incidental to the performance of this Contract. The location of access roads shall be approved by the Engineer prior to construction. No separate payment for construction and maintenance of such roads will be made. The Contractor shall erect such temporary fences or guards as may be necessary to keep unauthorized persons away from the work. Grading and surfacing of temporary access roads, excavations, fills and embankments for purposes of construction, or for convenience, beyond the limits of ordered excavations and all temporary fences and guards, shall be provided by the Contractor and shall be maintained in good condition. The Contractor shall be required to maintain all roads used by the hauling equipment in a dust-controlled condition. Upon completion, the Contractor shall return the disturbed areas to the approximate original condition as approved by the Engineer.

The contractor shall be required to obtain a right of entry agreement from any property owner(s) prior to the utilization or construction of any access outside of the construction limits shown on the plans. Such agreement shall require the property owner(s) to indemnify and hold WVDEP harmless from any and all injuries or damages, whatsoever, resulting from the Contractor's use of the property.

19. **TRAFFIC CONTROL**

The Contractor shall maintain and protect traffic, protect the work in progress, protect adjacent property from excess dust resulting from the construction and maintain traffic through, around, or adjacent to the construction area. All materials used for traffic control shall be in accordance with the current WVDOH manual: "Traffic Control for Streets and Highway Construction and Maintenance Operations." A copy of the operational plan shall be submitted to the WVDEP for approval prior to its implementation. All traffic control required during the work shall be considered incidental to the project.

20. **SITE CONDITIONS AND ENVIRONMENTAL PROTECTION**

Conditions at the site shall be examined by the Contractor, and the Contractor shall assume responsibility as to the contours and the character of the earth, rock, water and other items that may be encountered during the excavation and filling operations.

The Contractor shall be responsible for controlling and handling water encountered during construction, including dewatering of ponded water and handling of discharges from the slurry impoundment decant pipe, by providing equipment and labor to insure safe and proper construction. The Contractor shall submit a plan to the WVDEP at the pre-construction meeting for approval. The WVDEP's approval of this plan does not relieve the Contractor of his responsibility for controlling water.

The Contractor shall be responsible for the operation and maintenance of any required diversion or pumping facilities for removing surface and ground water from work areas during the progress of the work under this Contract.

The Contractor shall be responsible for furnishing all materials, equipment, labor and incidentals necessary for the installation of silt socks, silt fence, and check dams as designated in the drawings. Sediment control shall be placed on regraded areas concurrent with construction and prior to revegetation.

The Contractor shall be responsible for implementing the measures called for on the construction plans for erosion and sediment control. Sediment control measures shall be in-place and operational prior to any disturbance occurring in the project area. The WVDEP's approval of this plan does not relieve the Contractor of his responsibility to be in compliance with any laws and/or permits.

The Contractor shall take any necessary steps to prevent erosion or silting problems from occurring and to minimize pollution or sedimentation of downstream waterways. If any such problems develop, the Contractor shall be responsible to take immediate corrective action.

The Contractor shall be responsible for the repair or replacement of roads or driveways (blacktop, gravel & concrete), trees, shrubs, fences, and any other physical features that are disturbed by construction which were not included in the proposed scope of work for the project to original condition or better at his own expense.

The Contractor shall be responsible for the replacement of any existing boundary or corner markers disturbed by construction activities.

21. CONTROL AND REVIEW OF WORK BY THE ENGINEER

All services rendered by the Engineer consist of professional opinions and recommendations made in accordance with generally accepted engineering practice. Under no circumstances is it the intent of the Engineer to directly control the physical activities of the Contractor or the Contractor's workmen's accomplishment of work on this project.

The presence of the Department's Field Representative and/or Engineer at the site is to provide the Department a continuing source of professional advice, opinions and recommendations based upon the Field Representative's and/or Engineer's observations of the Contractor's work and does not include any superintending, supervision or direction of the actual work of the Contractor or the Contractor's workmen.

Any construction review of the Contractor's performance conducted by the Engineer is not intended to include review of the adequacy of the Contractor's safety measures in, or near, the construction site.

22. CITATION OF OTHER SPECIFICATIONS

Whenever the Specifications for this Contract refer to the specifications of any society, institute, association or government organization, then such specifications cited shall become a part of this Contract as if written in full. Commonly used abbreviations have the following meanings:

ASTM - American Society for Testing Materials
ASA - American Standards Association
AWWA - American Water Works Association
AASHTO - American Association of State Highway and Transportation Officials
ACI - American Concrete Institute
WVDOT - West Virginia Department of Transportation
WVDOH - West Virginia Division of Highways

Where reference is made to a specification, it shall be the latest revision at the time called for bids, except as noted on the Plans or elsewhere herein.

23. STORMWATER GUIDELINES

VEGETATIVE PRACTICES

Except as noted below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has permanently ceased.

- Where the initiation of stabilization measures by the fourth day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as conditions allow.
- Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g., the total time period that construction activity is temporarily halted is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the seventh day after construction activities have temporarily ceased.

Areas where the seed has failed to germinate adequately (uniform perennial vegetative cover with a density of 70%) within 30 days after seeding and mulching must be reseeded immediately, or as soon as weather conditions allow.

Diversions must be stabilized prior to becoming functional.

MAINTENANCE & INSPECTION

At a minimum, all erosion and sediment controls on the site will be inspected at least once every seven calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24-hour period.

All controls should be cleaned out when sediment reaches one half the sediment capacity of that control.

Inspection and maintenance records must be kept onsite.

EROSION & SEDIMENT CONTROL CONSTRUCTION SEQUENCE

1. Install stabilized construction entrance as shown on site plans.
2. Install sediment control devices as shown on site plans.
3. Clear and grub site.
4. Provide sediment control for soil stockpiles and install rock check dam downstream of the 48-inch CMP culvert below WV County Route 119/16.
5. Commence grading of site as required to install constructed access roads and

- rehabilitated access roads. Permanently seed and mulch all areas disturbed during access road construction within 7 days of reaching final grade. Provide temporary rolled erosion control matting on any disturbed 3H:1V or steeper slopes.
6. Commence removal of accumulated sediment within the 48-inch CMP and removal and disposal of the dilapidated spillway riser, anti-vortex device, concrete anchor base, and appurtenances. Store sediment removed from the culvert on site at the designated stockpile area.
 7. Provide temporary access and dewatering of the sediment pond area as required for installation of the 42-inch HDPE grouted liner pipe within the existing 48-inch CMP. Install the 42-inch HDPE grouted pipe.
 8. Remove accumulated sediment from the sediment pond as shown on the contract drawings. Store sediment removed from the pond at the designated on site stockpile area. Rock encountered during pond excavation and rehabilitation shall be segregated and stored at on site stockpile.
 9. Continue to maintain and inspect all erosion and sediment controls, especially the rock check dam downstream of the 48-inch CMP outlet.
 10. Install sediment pond plywood baffles and additional erosion and sediment controls to limit erosion through the newly graded sediment pond as shown on site plans and described herein. Additional controls may include added silt sock or silt fence below disturbed areas, temporary sumps, and access road water bars as directed by WVDEP.
 11. Install the new spillway riser, anti-vortex device, concrete base, and appurtenances. Connect the spillway assembly to the 42-inch outlet pipe immediately when the pond sediment removal is completed. As an alternative, a temporary opening may be provide in the base on the spillway riser so that it can be installed prior to sediment removal but will not impound water until the opening is plugged.
 12. Permanently seed and mulch all disturbed areas within 7 days of reaching final grade. Provide temporary rolled erosion control matting on any disturbed 3H:1V or steeper slopes.
 13. Upon completion of the project, including adequate stabilization, remove all remaining erosion and sediment controls.

II. TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION AND DEMOBILIZATION

1.1 DESCRIPTION

Upon receipt of a notice-to-proceed, the Contractor shall initiate and complete measures necessary to commence the work. Mobilization shall also consist of delivering to the site and assembling in working order all necessary equipment, materials, and supplies to be furnished by the Contractor to complete the work. Demobilization shall consist of removal from the site of all the Contractor's equipment and materials after completion of the work and cleanup of the site. Work shall be done to the satisfaction of the Engineer.

This work shall consist of the performance of construction preparatory operations, including the movement of personnel and equipment to the project sites and for the establishment of the Contractor's offices, buildings and other facilities including the construction of all temporary access roads as necessary to begin work on a substantial phase of the contract. The location of Contractor's office to be established shall be approved by WVDEP. It shall also include all demobilization activities involving the removal from the sites of all plant, equipment, supplies and personnel after completion of the work including cleanup of all rubbish and waste materials generated during the construction of this project; and restoration of any damage to existing site improvements resulting from the Contractor's activities at the site; *and installation of the project sign.*

1.2 PROJECT SIGN

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

1.2.1 MATERIALS

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

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

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

1.2.2 EXECUTION

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

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

1.3 METHOD OF MEASUREMENT

The method of measurement will be per lump sum. The project sign shall be considered incidental to this item.

1.4 BASIS OF PAYMENT

The bid for "Mobilization and Demobilization" shall be a lump sum and cannot be more than 10% of the TOTAL AMOUNT BID for the project. Partial payments for this pay item will be as follows:

- (a) One-half of the amount bid will be released to the Contractor with the first estimate payable, not less than 15 days after the start of work at the project site.
- (b) The final one-half of the amount bid shall be released with the estimate payable after the work is accepted by the WVDEP and when all "As-Built" drawings are submitted and approved by WVDEP.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided for by the Contract. No deduction will be made nor will any increase be made, in the lump sum mobilization and demobilization item amount regardless of decreases or increases in the final total contract amount or for any other cause.

1.5 PAY ITEM

Item 1.0 "Mobilization and Demobilization" per lump sum. Cannot be more than 10% of the TOTAL AMOUNT BID for the project.

2.0 CONSTRUCTION LAYOUT STAKES

2.1 DESCRIPTION

This item consists of furnishing, placing, and maintaining construction layout stakes necessary for the proper performance of the work under this contract. It shall further consist of determining the exact units of measure for payment. It also consists of checking and making any field adjustment to the plan alignment, grades and elevations as considered necessary by the Engineer. Additionally, this item shall also include the preparation in AutoCAD compatible format. "As-Built" Plans shall consist of hard copies and two CD-ROM copies provided in AutoCAD Release 2010 format prior to the Final Inspection Meeting.

2.2 MATERIALS

Conventional survey stakes, hubs, batter boards, flagging, templates, straightedges and other devices necessary for laying out all parts of the work.

2.3 CONSTRUCTION METHODS

2.3.1 The Contractor shall be responsible for the proper layout of the work. The Owner will provide the Contractor with survey information regarding the baselines and the AutoCAD files containing the existing surface features shown on the Construction Drawings. The Contractor shall make all calculations involved and shall furnish and place all layout stakes.

2.3.2 The Contractor shall provide field forces and shall set all additional stakes as needed, such as offset stakes, reference point stakes, slope stakes, grade stakes, or other structures, supplementary bench marks, and any other horizontal or vertical controls necessary to secure a correct layout of the work including the re-establishment of the survey and construction baselines (as necessary), as shown on the Construction Drawings. Acceptable plans (with same baseline shown on the plans) and cross-sections shall (with proposed grade lines) be on disk on AutoCAD 2010 format and overlain on those cross-sections contained in the Construction Drawings. The original grade line and final grade line shall be included on all sections. Incomplete cross-sections will be returned to the Contractor for necessary additions.

2.3.3 The Contractor shall be responsible for assuring the layout staking work is in conformance to the lines, grades, elevations, dimensions, and locations shown on the Construction Drawings or as required by the Engineer.

2.3.4 The Contractor shall exercise care in the preservation of existing stakes and benchmarks, including existing property line markers, and shall have them reset at

his/her expense when any are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required.

- 2.3.5 The Contractor shall prepare "As-Built" drawings, which include sediment pond plan, cross sections A through D, and the spillway profile including riser detail. All "As-Built" drawings shall be provided prior to Final Inspection Meeting and final "Mobilization and Demobilization" payment.

2.4 **METHOD OF MEASUREMENT**

Measurement for furnishing, setting, maintaining, and resetting the stakes when necessary, and for furnishing all engineering personnel, equipment, materials, and all incidentals thereto, shall be by the lump sum bid for "Construction Layout Stakes".

2.5 **BASIS OF PAYMENT**

Payment for furnishing, setting, maintaining, and resetting the stakes when necessary, and for furnishing all engineering or surveying personnel, equipment, materials, and all incidentals thereto, shall be by the lump sum bid for "Construction Layout Stakes". The lump sum payment also shall include the cost for providing the pre-and post- construction ground line cross-sections for all disturbed or regraded areas including borrow areas and "As-Built" drawings as described herein. The final one-half of the amount bid for "Mobilization and Demobilization" will be held until submittal and approval of the as-built drawings. The "as-built drawings" shall consist of hard copies and two copies on CD-ROM in AutoCAD Release 2010 format. Said total lump sum bid cannot be more than 5% of the TOTAL AMOUNT BID for the project. No deduction will be made, nor will any increase be made, in the lump sum "Construction Layout Stakes" item amount regardless of decreases or increases in the final total contract amount or for any other cause.

2.6 **PAY ITEM**

Item 2.0, "Construction Layout Stakes", per lump sum. Cannot be more than 5% of the TOTAL AMOUNT BID for the project.

3.0 QUALITY CONTROL

3.1 DESCRIPTION

This work shall consist of testing for verification that the materials supplied and the work performed are in accordance with these specifications.

3.2 MATERIALS

3.2.1 The Contractor shall submit a minimum of two (2) copies of shop drawings, catalog cuts and material certifications (as applicable) to the Engineer of all off-site materials to be incorporated into the work including HDE piping, corrugated metal riser assembly components, and any other materials. Written approval from the Engineer will be required prior to incorporation of these items into the work.

3.2.2 The Contractor shall submit at least two (2) copies of the results of all tests conducted on in-situ material, concrete, flowable fill, or grout to be used in this project. As a minimum, these tests will include, compressive strength test for grout in accordance with ASTM C109, for concrete in accordance with ASTM C31 & C39, and for flowable fill in accordance with ASTM D4832.

3.3 CONSTRUCTION METHODS

3.3.1 The Contractor shall furnish the services of his own testing laboratory or select an independent testing laboratory, as long as the laboratory is under the direct supervision of a Registered Professional Civil Engineer. The laboratory must be approved by the Owner.

3.3.2 Testing for nutrient and lime requirements for soil, and compressive strength and slump tests for concrete and grout shall be performed as required by these specifications and/or ordered by the Engineer in writing. The Engineer will determine the locations and time of any testing herein specified and the need and extent of any testing in addition to that which is herein specified.

3.3.3 Only new and first class materials, which conform to the requirements of these Specifications, shall be used unless specified otherwise. When requested by the Owner, the Contractor shall furnish a written statement of the origin, composition, and manufacturer of any or all materials (manufactured or produced) that are to be used in the work. The sources of supply of each material used shall be approved by

the Engineer before delivery is started. If, at any time, sources previously approved fail to produce materials acceptable to the Owner, the Contractor shall furnish materials from other approved sources.

3.4 METHOD OF MEASUREMENT

The method of measurement for determining the quantity of quality control work done as described above will be on a lump sum basis.

3.5 BASIS OF PAYMENT

The quantity of quality control work done will be paid at the contract lump sum price bid for this item. Said lump sum bid cannot be more than 3% of the TOTAL AMOUNT BID for the project. No deduction will be made nor will any increase be made in the lump sum "Quality Control" item amount regardless of decreases or increases in the final total contract amount or for any other cause.

3.6 PAY ITEM

Item 3.0, "Quality Control", per lump sum. Cannot be more than 3% of the TOTAL AMOUNT BID for the project.

4.0 SITE PREPARATION

4.1 DESCRIPTION

Work in this Section shall be performed as shown on the Construction Drawings and as specified herein. The work shall include, but not necessarily be limited to, the following:

4.1.1 Clearing & Grubbing

Work performed under this section shall include the removal and disposal of all trees (if any), stumps, shrubs and any other vegetation, wood, debris (including metal structures and pipes), garbage of any nature from those areas within the limits of project construction and/or shown on the plans and/or any other areas as approved by WVDEP.

This work shall also include the preservation from injury to all vegetation, utilities or other objects to remain.

4.1.2 Access Road Rehabilitation

Access Road Rehabilitation is required to provide access to the project site during construction, maintain access during construction, and return all access roads to a condition equal to or better than original at project completion. Private property owners and utility facility owners shall also be required to have continuous access to their property and facilities. The contractor will be required to improve and maintain the existing gravel road into all-weather access roads for the duration of the project. Existing access road upgrades shall consist of minor grading, widening, and capping the roadway surface with crushed stone as directed by the owner and as needed to address roadway irregularities, wet areas, depressions, and other deficiencies. All existing access roads shall be left in a condition equal to or better than existed at the time of mobilization, and shall be repaired and maintained during construction to the satisfaction of the owner. Stone for access road rehabilitation, upgrading, repair, and maintenance shall be crusher run limestone. Additional maintenance resurfacing and/or stabilization stone required during construction will be incidental to the cost of the work described herein as deemed necessary by the owner to facilitate site travel. All travel and upgrading operations performed on existing access roads shall be confined to the width of the existing road unless greater width is deemed necessary by the contractor, but not more than 15 feet in width. Final grading,

revegetation, stabilization by re-surfacing with stone, and providing final drainage control for existing access roads shall be performed as directed and approved by the owner after the sediment pond work has been completed.

The contractor shall maintain and protect traffic, protect the work in progress, protect adjacent property from damage and excess dust resulting from construction and maintain traffic through, around, or adjacent to the construction areas as necessary.

Access to the site shall be from WV 'County' Route 119/16. The use of Route 119/16 and any other state routes must meet all requirements of the WVDOH. Any cost associated with protection of WV State routes from damage shall be incidental to the cost of the work described herein.

Temporary access roads, if any, constructed to gain access to, travel between, or otherwise required for equipment or vehicular site access shall be kept to a minimum and only constructed where necessary upon approval from the WVDEP, where applicable. If the Contractor constructs such travel routes, they shall be reclaimed and revegetated according to Section 6.0 upon completion of the construction activities, as deemed necessary by the WVDEP, with associated costs being incidental.

4.1.3 Constructed Access Road

Constructed access roads are new access roads which do not follow existing gravel roads consisting of grading and forming a roadway surface with crushed stone and separation fabric as shown on the construction drawings and directed by the owner. The cost for Constructed Access Road construction including all improvements, grading, filter fabric, and crusher run shall be based on the initial tonnage of crusher run provided to establish the constructed access road. Stone resurfacing required for maintaining the constructed access roads after initial establishment and throughout project construction as deemed necessary by WVDEP will be incidental to the cost of the work described herein.

4.1.4 Demolition of Structures

This work shall consist of demolition and removal of spillway structures, as are specifically designated on the Plans and are directed by the Engineer for removal.

Demolished corrugated metal piping, appurtenances, and concrete shall be removed from site and taken to an approved permitted landfill, unless otherwise approved by the owner.

4.1.5 16-Inch Gate Valve

This work shall consist of assessment of the existing 16-inch gate valve on the impoundment decant pipeline above the sediment pond, and minor repair as needed to render the valve operable. The valve shall not be operated or closed without advance permission of the WVDEP. It is not intended that the contractor shall replace the valve or be responsible for major repairs. If the valve is found to be inoperable without major repairs, the contractor shall immediately inform the WVDEP.

4.1.6 Gate

This work shall consist of assessment of the installation of the new double 12 foot gate and gate support, and removal and disposal of the existing gate.

4.1.7 Impoundment Dewatering

This work shall include pumping and conveyance of water from the slurry impoundment and discharging in a non-erosive manner into the rehabilitated sediment pond (after sediment pond reclamation is completed) including rig up/rig down, site preparations for equipment, temporary above ground piping suitable for anticipated pressures, intermediate repositioning of pumps (rig down/rig up) as needed, and opening (removing cap) of the lowest exposed HDPE impoundment riser to prevent impoundment from refilling with water. As part of "Initial Impoundment Dewatering" an estimated 55 million gallons of water at a depth of about 15 feet is to be pumped including 41 million gallons of standing water and 14 million gallons of seepage from the saturated coal refuse. Water transfer equipment is to include suitable pumping equipment and conveyance lines capable of transferring water from the impoundment at a rate of up to 2,500 gpm so that the impoundment can be largely dewatered gradually at a maximum drawdown of one foot per day. Pumping rates are expected to be reduced as the pool of open water is lowered and drainage is primarily from the saturated refuse. The optimum pumping rate and equipment layout will be determined in consultation with the water transfer provider.

4.2 MATERIALS

- 4.2.1** Stone for Access Road Rehabilitation and Constructed Access Roads shall be “crusher run” consisting of hard, durable, crushed stone gradation having a maximum particle size of not more than 1 ½ inches or as approved by the Owner.
- 4.2.2** Separation fabric shall class 2 woven geotextile per AASHTO M288 be as shown on the construction drawings.
- 4.2.3** The Gate shall be hot-dipped galvanized as per ASTM A153 specifications for zinc coating (hot dip) on iron and steel hardware. Gates shall be painted Forest Green. Gate width shall be as shown on the plans. All gates shall be two inch (2-inch) diameter heavy-duty pipe gates or approved equivalent. Gate width shall be provided on plans. Provide a lockable latch, which includes protection from the elements; for the lock. All gates 10' and longer shall have a 5' X 4" X 4" (2' burial) post installed at 90° to the gate in the closed position to allow the gate to be anchored in the open position. The post shall be installed a distance equal to the length of the gate, from the hinge post and located on the same side of the roadway as the hinges. The post shall have a latch to lock the gate. All hardware and/or accessories necessary for installation of gates shall be incidental to and included in the installation of each gate as part of this bid item.
- 4.2.4** Gate Posts: Wood gate posts and braces shall be pressure-preservative treated according to Federal Specification TT-W-571, Wood Preservation: Treating Practices, latest revision and may be round or square. Decay-resistant species may be used untreated with prior approval from WVDEP Engineer. Gate posts shall be a minimum 6-inch top diameter or square and 8-feet long. Postholes shall be a minimum of three feet (3-feet) deep and twelve inches (12-inches) in diameter or square. Sides shall be nearly vertical.

4.3 CONSTRUCTION METHODS

- 4.3.1** All organic material shall be burned completely to ash or otherwise removed from the site and disposed of in a manner approved by the WVDEP. Burning of the combustible material will not be permitted on or near coal refuse or within close proximity to utilities. The Contractor shall obtain all permits and licenses required prior to burning the material. A plan showing the location of material to be burned

and all fire control measures to be implemented, including copies of permits and licenses, shall be submitted to the WVDEP's representative at the site for approval.

- 4.3.2** All other materials generated from required clearing and grubbing operations shall be removed and disposed of by the Contractor. Any and all garbage, construction debris, etc., shall be disposed of in approved waste areas or landfills. It shall be the responsibility of the Contractor to obtain, at no expense to the WVDEP, all necessary waste and borrow areas or landfills for the disposal of waste materials in accordance with any applicable local, state, and/or federal regulations including compliance with NEPA requirements (See Section VII for NEPA Compliance Schedule). All waste areas must be approved by the WVDEP. In addition, for all waste and borrow areas (if needed) outside the construction limits, the Contractor must obtain from the property owner a right-of-entry agreement in which the property owner indemnifies and holds the WVDEP harmless from any injury or damages whatsoever resulting from the use of the property.
- 4.3.3** Trash, metal, and other unsuitable material found on site or resulting from demolition shall be disposed of by the Contractor at his/her own responsibility and expense outside the work limits in an approved landfill, as approved by the Engineer, unless otherwise directed.
- 4.3.4** Demolished concrete, if any, shall be removed from the site unless otherwise approved. Durable rock rip rap removed from the sediment pond shall be stockpiled on site for future use as directed by the owner.
- 4.3.5** The areas to be cleared and grubbed are generally described as, but not limited to, those specific areas of the required sediment pond excavation, spillway rehabilitation, and access road construction.
- 4.3.6** Clearing and grubbing shall be completed prior to initiation of earthwork operations only to the extent necessary to complete the work. The Contractor shall confine his operations strictly to required areas. If he clears and grubs beyond the required areas, whether knowingly or accidentally, he shall, at his expense, replant and otherwise restore all areas outside the limit lines to a condition equal to that existing prior to start of work.
- 4.3.7** All stumps, roots, and brush shall be removed. Grass, however, may be incorporated into the resoiling material. Taproots and other projections over 1-½ inches in

diameter shall be grubbed out to a depth of at least ten (10) inches below the planned subgrade or slope elevation. All holes remaining after the grubbing operation shall have the sides broken down to flatten out the slopes, and shall be filled with suitable materials, moistened and properly compacted.

- 4.3.8** Cleared and grubbed areas shall be worked such that positive drainage is provided to prevent ponding of water except the sediment pond bottom or for the purpose of sediment control sumps as approved by the WVDEP.
- 4.3.9** It shall be the sole responsibility of the Contractor to correctly locate and avoid all underground, on-ground, and overhead utilities, facilities and other structures and constructions, and for that purpose, shall employ all necessary precautions and methods to insure avoidance of and damage to such constructions. In the event damage does occur, the Contractor shall notify the affected Owner and the WVDEP immediately and make or have made all necessary repairs and bear the expense thereof and resulting damage caused thereby. See "Special Provisions", Section XV "Utilities and Other Obstructions", of these specifications for more information on utilities.
- 4.3.10** Gate Installation: Posts shall be embedded in concrete. The embedment shall extend 2-inches above grade at the post and shall slope to grade at the edge of the concrete. Concrete shall have minimum 28-day test strength of 4000 psi. Posts shall be braced to support the weight of the gate. Conventional bracing or use of a dead man will be considered for approval.
- 4.3.11** Not used.
- 4.3.12** Should offsite disposal or borrow be necessary, the Contractor shall observe the NEPA Compliance Schedule as per Section VII of the Special Provisions.
- 4.3.13** Access Road Rehabilitation and Constructed Access Roads shall provide safe, all-weather access to the sites. They shall be maintained during construction and left in a better than or equal to initially constructed condition. Suitable durable stone meeting the gradation requirements on the drawings shall be provided for maintenance of access roads. The Contractor is responsible for locating and avoiding all underground and overhead utilities, culverts, and constructions during access road grading and maintenance.

4.3.14 Impoundment Dewatering: The anticipated initial arrangement is to mobilize pumps to the north shore of the impoundment. Due to the inability to verify the condition of the decant pipeline, it is required that water be pumped via an overland pipe directly into the rehabilitated sediment pond through a temporary overland pipeline placed along the existing access route. Temporary piping size and type shall be suitable for anticipated pressures. Approximately 2,000 Feet of overland flexible 'Lay-flat' hose or HDPE in 12 inch or larger diameters, or equivalent multiple pipe lines are anticipated. A temporary mobile fuel storage truck with a polyethylene containment system is also anticipated to accommodate diesel fuel for the pumps, with two full time laborers to monitor pumping and fueling operations. Systems such as mobile truck mounted pumps, submersible pumps, or a floating pump system will be considered. The Contractor shall utilize existing roads to access the north shore of the impoundment, but is responsible for any grading or clearing required for placement and operation of the selected pumps, equipment, and containment. As water levels drop, equipment may have to be repositioned. The impoundment is currently drained by a tee riser and HDPE decant pipe system. Additional capped risers exist below the current water level. After dewatering, the lowest accessible exposed riser is to be uncapped to prevent future rainfall from refilling of the impoundment.

4.4 METHOD OF MEASUREMENT

- 4.4.1** There shall be no measurement of the "Site Preparation" item as it is a lump sum. "Site Preparation" shall include items as described elsewhere within Section 4.0 of these specifications including clearing and grubbing, removal and disposal of all trees (if any), stumps, shrubs and any other vegetation, wood, debris (including metal pipes, spillway structures, & concrete footer), garbage within the limits of project construction, site dewatering, 16-inch gate valve repair, and any other site work required to prepare the site for construction activities.
- 4.4.2** "Construction Access Road" shall be measured per linear foot as measured along the centerline of completed Constructed Access Roads as shown on the contract drawings. Filter fabric, and minor excavation and grading required for the Constructed Access road shall not be measured. Additional crusher run stone, filter fabric, or other items required for maintenance during construction and final reclamation shall not be measured but shall be considered incidental to the "Constructed Access Road".

- 4.4.3 "Access Road Rehabilitation" shall be measured per ton of crusher run initially provided for upgrading existing access roads to a condition suitable for site and shall include upgrading of existing dirt and gravel roads as required for contractor site access. Additional stone as required to maintain access throughout construction, and returning upgraded access roads to condition equal to or better than original condition will not be measured but is considered incidental to the "Access Road Rehabilitation". Maintenance of WV County Route 199/16 during construction, and final restoration to 'equal to or better than' preconstruction conditions shall not be measured but shall be included with "Access Road Rehabilitation".
- 4.4.4 There shall be no measurement of the "Gate" item as it is a lump sum. "Gate" shall include items as described elsewhere within Section 4.0 of these specifications.
- 4.4.5 There shall be no measurement of "Initial Impoundment Dewatering" as it is Lump Sum.
- 4.4.6 Measurement of "Additional Dewatering" shall be per day of pumping activities above and beyond the initial dewatering. Partial days of pumping activity will be estimated based on the documented hours of operation.

4.5 **BASIS OF PAYMENT**

- 4.5.1 **Site Preparation:** This item shall be paid at the bid lump sum price. The amount shall not exceed 10% of the TOTAL AMOUNT BID for each bid. Payment shall be full compensation for doing all the work herein prescribed in a workmanlike and acceptable manner; including maintenance of temporary and/or existing access roads (if any), clearing and grubbing, demolition of structures (CMP spillway riser and concrete footing), disposal of demolition debris, and furnishing of all labor, materials, crusher run, tools, equipment, supplies, and incidental necessary to complete the work.

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.

- 4.5.2 **Constructed Access Road:** This item shall be paid at the bid per ton price based on tonnage used for initial upgrading of existing roads to condition suitable for

contractor's use as primary site access and as designated on the plans for "Constructed Access Roads". Payment shall be full compensation for doing all the work herein including the furnishing of all labor, materials, 6" thick aggregate layer, geotextile separation fabric, tools, equipment, supplies, and incidental items necessary to complete the work. Said installation of Constructed Access Roads along new routes shall include grading and leveling of existing and proposed roadbeds to the lines and grades indicated on the drawings and to remove irregularities or wet materials prior to fabric and aggregate placement in conformance with the Constructed Access Road template requirements, maintaining access roads during construction, and returning all roads to original or better condition at construction completion. This shall also include restoration of existing drainage channels or pipes along or below access roads if damaged by the contractor. After initial construction of constructed access roads, additional crusher run or aggregate for ongoing maintenance of constructed access roads during construction, and final restoration of access roads to 'equal to or better than' preconstruction conditions shall not be measured but shall be considered incidental with to Constructed Access Roads.

4.5.3 Access Road Rehabilitation: This item shall be paid at the bid per ton price based on tonnage used for initial upgrading of existing roads to condition suitable for contractor's use as primary site access and as designated on the plans for 'Access Road Rehabilitation'. This shall also include access road improvements required, if any, to access the northeast end of the impoundment with water transfer materials, equipment, and laborers. Payment shall be full compensation for doing all the work herein including the furnishing of all labor, materials, crusher run or WVDOT approved aggregate, tools, equipment, supplies, and incidental necessary to complete the work. Said work shall include improvement to designated existing dirt and gravel roads as required to provide access during construction, maintaining access roads during construction, and returning all roads to original or better condition at construction completion. This shall also include minor restoration of existing drainage channels or pipes along or below access roads if damaged by the contractor, and final restoration to 'equal to or better than' preconstruction conditions, all of which shall not be measured but shall be considered incidental to Access Road Rehabilitation.

4.5.4 Gate: This item shall be paid at the bid lump sum price. Payment shall be full compensation for doing all the work herein prescribed in a workmanlike and acceptable manner including; the gates, posts, concrete, lockable latch, hardware, and

furnishing of all labor, materials, tools, equipment, supplies, and incidentals necessary to complete the work.

4.5.5 Initial Impoundment Dewatering: This item shall be paid at the bid lump sum price. Payment shall be full compensation for doing all the work herein prescribed in a workmanlike and acceptable manner including; rig-up and rig-down, pumping systems, water conveyance piping, access to impoundment pumping location at the northeastern corner of the impoundment, repositioning of pumps as required due to lowering water levels, minor site work as required to provide working space for water transfer operations, and accessing and opening the exposed risers as water levels drop as necessary to complete dewatering of the standing water in the impoundment, estimated at 55 million gallons.

4.5.6 Additional Dewatering: This item shall be paid at the per day bid price. Payment shall be full compensation for doing all the work herein prescribed in a workmanlike and acceptable manner including; pumping systems, water conveyance piping, repositioning of pumps as water levels drop, minor site work as required to provide working space for water transfer operations, and accessing and opening the exposed risers as water levels drop as necessary to maintain dewatered condition within the impoundment above and beyond the initial dewatering of the estimated 55 million gallons.

4.6 PAY ITEMS

Item 4.1, "Site Preparation", per lump sum. Cannot be more than 10% of the "Total Amount Bid" for the project.

Item 4.2, "Constructed Access Road", per Ton.

Item 4.3, "Access Road Rehabilitation", per Ton.

Item 4.4, "Gate", per Lump Sum

Item 4.5, "Initial Impoundment Dewatering", per Lump Sum

Item 4.6, "Additional Dewatering", per Day

5.0 SEDIMENT CONTROL

5.1 DESCRIPTION

This item shall consist of furnishing all materials, equipment, labor and incidentals necessary for the installation of silt socks and any other sediment control structures as designated in the Drawings and/or as approved by the WVDEP. Sediment control shall be placed on or at the toe of regraded outslope areas concurrent with construction and prior to revegetation. Additional quantities may be added at the discretion of the WVDEP. Also included shall be the rock check dam below the 48-inch CMP outlet, the stone construction entrance to the project site, and the plywood baffles within the rehabilitated sediment pond.

The CONTRACTOR shall submit an erosion and sediment control plan to the WVDEP at the pre-construction meeting for approval. This plan shall include measures to be utilized for temporary and permanent erosion and sediment control, and shall closely follow the requirements of the construction plans, in conformance with WVDEP storm water requirements. This plan shall also include the measures as outlined herein. The WVDEP's approval of this plan does not relieve the CONTRACTOR of his responsibility to be in compliance with applicable Federal and/or State Regulations.

5.2 MATERIALS

- 5.2.1 Silt sock for sediment control materials shall be commercially manufactured mesh tube filled with a wood compost blend. Installation shall meet all applicable requirements of the manufacturer's requirements. The use of silt sock shall generally be as shown on the plans.
- 5.2.3 Stakes for Silt Sock: The stakes shall consist of 2" X 2" stakes made from suitable hardwoods.
- 5.2.4 Crusher Run used for Stone Construction Entrances shall be a well graded mixture with maximum stone size no larger than 1 ½", or ASSHTO No. 57 aggregate.
- 5.2.5 Filter fabric for Stone Construction Entrances shall be class 2 woven geotextile per ASSHTO M288 section 7.
- 5.2.6 Plywood baffle system for the sedimentation pond shall be of pressure treated grade plywood and treated 4x4 supports as shown on the construction drawings with stainless steel screw connections unless otherwise approved. Other baffle materials may be used if specifically approved by the WVDEP.
- 5.2.7 Rip rap shall be angular durable limestone or sandstone from a certified WVDOH

certified stone and aggregate supplier, or on site rock may be used if approved by the WVDEP.

5.3 CONSTRUCTION METHODS

5.3.1 Installation

5.3.1.1 Silt Sock shall be installed as detailed on the construction drawings. All work involving installation of silt sock, or any other applicable measure contained herein for erosion, sediment, and water pollution control must be completed prior to any other construction.

5.3.2 Maintenance

5.3.2.1 During the course of the project, sediment control structures shall be maintained in sound condition and accumulations of silt which may threaten their effectiveness shall be removed.

5.3.2.2 Silt Sock and Rock Check Dams shall be inspected after each rainfall and sediment shall be removed as directed by the Owner. Silt Sock and Rock Check Dams shall always be maintained in good order.

5.3.2.3 Silt removed from the sediment control structures shall be taken to the on-site soil stockpile, or an approved disposal area.

5.3.3 All temporary sediment control structures, unless otherwise directed by the WVDEP, will be removed following completion of reclamation of the site and established of vegetation.

5.4 METHOD OF MEASUREMENT

5.4.1 The method of measurement for "18-inch Silt Sock" installation and maintenance in conformance with the specifications and accepted by the WVDEP shall be on a per lineal foot basis to include the silt sock, stakes, all necessary materials, supplies, labor and equipment for installation and maintenance including sediment removal and disposal.

5.4.2 The method of measurement for "Stone Construction Entrance" shall be per each installed complete as shown on the construction plans including stone, filter fabric, and minor grading.

- 5.4.3** The method of measurement for “Rock Check Dam” shall be per each installed complete as shown on the construction plans including aggregate, rock, minor grading, and maintenance including sediment removal as needed.
- 5.4.4** “Plywood Baffles” shall be measured per linear foot along the top of the installed baffle. No separate measurement shall be made for the 8’x4’x6” exterior grade plywood sheets, 4’x4’ treated posts, stainless steel screws, and transitions as required at intersection of baffles with 2:1 pond side slopes, all of which are incidental to the installed plywood baffles.
- 5.4.5** Any additional sediment control, i.e. stone check dams, sumps, waddles etc., installed by the contractor to meet any applicable State or Federal Law or Regulation shall be the Contractor’s sole responsibility and all costs pursuant thereto shall be borne fully by the Contractor and considered incidental to the items covered herein.

5.5 BASIS OF PAYMENT

The quantity of work completed will be paid at the contract unit price bid for the following items, which price and payment shall be full compensation for all materials, labor, equipment and incidentals necessary to perform the work. Additionally, payments shall constitute full compensation for any required maintenance, sediment removal and disposal.

5.6 PAY ITEM

- Item 5.1, “18-inch Silt Sock”, per linear foot.
Item 5.2, “Stone Construction Entrance”, per each.
Item 5.3, “Rock Check Dam”, per each
Item 5.4, “Plywood Baffles”, per linear foot

6.0 REVEGETATION

6.1 DESCRIPTION

This work shall cover all operations incidental to the establishment of vegetation within the limits of construction as shown on the Drawings and in any other areas as directed and approved by the WVDEP. This work also includes the furnishing and the application of fertilizer, agricultural limestone and mulch and the furnishing and sowing of seed, and temporary rolled erosion control matting, all in accordance with these Specifications and as designated herein.

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. Contractor shall minimize disturbances to areas outside limits of grading.

Any areas outside the limits of construction, disturbed by the Contractor, shall be revegetated by the Contractor at no expense to the WVDEP.

6.2 MATERIALS

6.2.1 Fertilizer

The commercial fertilizer to be used shall consist of 10-20-20 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 in the areas of herbaceous revegetation. 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.

Other fertilizer materials and rates may be used only if the Engineer finds that the substitutions are appropriate based on soil testing performed by State certified laboratories.

6.2.2 Lime

The lime to be used will be an agricultural grade pulverized limestone containing a minimum of 10% MgCO₃ 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.

The application rate shall be formulated from soil test results, but in the absence of testing, a rate of three (3) tons per acre shall serve as the preferred minimum. Application directly to exposed areas of refuse is required prior to the placement of soil cover material over the refuse. Lime shall be applied immediately to all areas requiring seeding reaching final grade by one of the two methods listed in Section 6.2.1, "Fertilizer", in the areas of herbaceous revegetation.

6.2.3 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:

1. Lot Number
2. Seed Producer's Name
3. Percent Purity
4. Percent Germination
5. Date of Germination Testing
6. Weed Seed Content (should be <0.25% by weight)

All leguminous seed shall be inoculated with the specified strain of rhizobia which 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 hydroseeding mixture when the rate will be ten times the recommended rate.

6.2.3.1 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 5/15-8/15	Fall 8/15-10/15	Winter 10/15-11/15
Variety of Seed	-----lbs./acre-----			
Annual Ryegrass (<i>Lolium multiflorum</i>)	40		40	
German Millet (<i>Setaria italica</i>)		40		
Cereal Rye (<i>Secale cereale</i>)				170
*Do not use Japanese Millet				

All areas to be temporarily seeded which are to be redisturbed shall be fertilized with 500 lbs/acre of 10-20-10. All areas reaching final grade to be temporarily seeded shall be fertilized according to Section 6.2.1. Lime shall be applied according to Section 6.2.2 and mulched according to Section 6.2.4

6.2.3.2 Lawn Seed Mixture

All disturbed residential yard areas shall be vegetated according to the following guidelines:

LAWN SEED MIXTURE			
Rate of Application	Seed Variety	Minimum Specifications	
----lbs. / 1,000 sq. ft.---		% Purity	% Total Germination
0.45	Red Fescue (Pennlawn)	98	85
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 before May 15.			

6.2.3.3 Permanent Seed Mixture

Permanent vegetation shall be established on all areas reaching final grade or other areas not likely to be destroyed by further construction activities. Any areas which reach final grade outside the permanent seeding season dates for permanent vegetation (between May 15 - August 15 or October 15 – March 15) shall be seeded with the appropriate temporary seed mixture according to Section 6.2.3.1. These areas shall then be reseeded with a permanent seed

mixture during the next defined seeding period according to this section. The actual date of permanent seeding will require the Engineer's approval. The contractor shall have the option of utilizing permanent seed mix instead of temporary seed mix when seeding outside of the designated seeding season dates for permanent vegetation for seeding operations conducted on areas that have reached final grade (areas that will not require further disturbance) provided that these areas shall be reseeded with permanent seed mix at no additional cost to the WVDEP should adequate vegetation (as determined by the WVDEP) fail to be established from the initial seeding.

PERMANENT SEED MIXTURE		
	SPRING 3/15-5/15	FALL 8/15-10/15
Variety of Seed*	-----lbs./acre-----	
Orchardgrass (<i>Dactylis glomerata</i>)	30	30
Birdsfoot Trefoil 1. (<i>Lotus corniculatus</i>)	15	15
Red Clover (<i>Trifolium pretense</i>)	10	10
Annual Ryegrass 2. (<i>Lolium multiflorum</i>)	25	25
Spring Oats	35	0
Or		
Winter Wheat	0	90
<p>1. Herbaceous legumes must be treated with the appropriate bacterium before seeding. <i>On areas that are steeply sloping (steeper than 1.7:1), slide prone, swales, or drainage conveyance structures substitute Crownvetch (<i>Coronilla varia</i>) at 20 lbs./acre for Birdsfoot Trefoil.</i></p> <p>2. Use Annual Ryegrass only in mixtures seeded after August 15 and before May 15.</p> <p>* Use only certified "blue tag" seed. Seed-rate suggested is for pure live seed (PLS) in lbs/acre.</p>		

6.2.4 Mulch Material

Mulching procedures shall take place immediately following seeding. Mulch shall consist of baled straw mulch or wood cellulose fiber. Straw mulch shall be applied at a rate of 2 tons/acre. The straw mulch shall be anchored with 100 gals/acre asphalt emulsion or 750 lbs/acre wood cellulose fiber. Wood cellulose fiber mulch may only be used on slopes steeper than 2H:1V or areas that are difficult to access at a rate of 1,500 lbs/acre, and only with the approval of the WVDEP.

6.2.4.1 Straw

Straw mulch shall include baled wheat or oats straw, or baled grass hay. Alfalfa, clover, and salt grass hay are not acceptable. Straw mulch shall be dry and reasonably free of weed, seeds, sticks, or other foreign material.

6.2.4.2 Wood Cellulose Fiber

Wood Cellulose Fiber 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 and (2) the material, when hydraulically sprayed on the ground, will form a blotter-like ground cover impregnated uniformly with seed, 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.

6.2.5 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.

6.2.6 Temporary Rolled Erosion Control Blankets

Blankets shall be commercially available 100% biodegradable machine produced mats of straw or coconut fiber with a functional longevity of up to 12 months, with

top covering of polypropylene netting over evenly distributed mat fibers.

6.3 CONSTRUCTION METHODS

- 6.3.1** 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.
- 6.3.2** 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. Tracking will be limited in areas proposed for planting woody species to only that amount needed for stability. Compaction will be minimized in order to promote tree growth. Rocks larger than six (6) inches in diameter, trash, weeds and other debris that will interfere with seeding or maintenance shall be removed or disposed of as 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.
- 6.3.3** Seedbed preparation and seeding shall take place progressively as various regraded areas are brought to final grade.
- 6.3.4** 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.
- 6.3.5** Seed Application shall consist of approved hydroseeding methods where feasible. Any seed left in hydroseeder overnight shall be reinoculated before that seed shall be applied. Other methods of seed application may be utilized for site-specific reasons when approved by the WVDEP.
- 6.3.6** Any area failing to establish a vegetative stand due to weather or adverse soil conditions shall be reseeded, relimed, refertilized and remulched as approved by the WVDEP.
- 6.3.7** 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, refertilizing, reliming, reseeding, and remulching erosion gullies and all bare areas.

- 6.3.8** A second and third seeding will be applied as needed, or as approved by the WVDEP.

6.3.8.1 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 much 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 Section 6.2.4.

6.3.8.2 Third Step Seeding

The third step seeding 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 Section 6.3.8.1.

- 6.3.9** All seeded and planted areas will be visually inspected prior to the recognized spring and fall planting seasons. The inspection will include the following:

- a. In the event that rills and gullies form in the areas that have been regraded and which disrupt the approved post-construction land use, interfere with the re-establishment of vegetation cover, or cause or contribute to impacts to receiving waters, the rills or gullies will be filled, regraded, stabilized and seeded or replanted in accordance with the specified plan.
- c. Prior to the recognized spring and fall planting seasons, all areas shall be inspected which were seeded, and/or planted during previous planting season. Areas found to be deficient in vegetation will be re-treated (graded, seeded, planted, mulched, limed, etc., as needed) to achieve the required level of vegetation

success and erosion control.

- 6.3.10** Temporary rolled erosion control blankets are to be provided on disturbed areas to be revegetated with slopes 3H:1V or greater; primarily the perimeter slopes of the sediment pond.

6.4 METHOD OF MEASUREMENT

- 6.4.1** The method of measurement for revegetation shall be per acre and shall include all fertilizing, seeding, and rolled erosion control matting.

6.5 BASIS OF PAYMENT

- 6.5.1** 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. Payment for revegetation includes all seeding (i.e. – temporary, first and second seeding) and planting operations. No additional payment will be made for second or third seeding.

- 6.5.2** Temporary seeding will be incidental to the seeding item and no separate measurement or payment will be made for temporary seeding. There will be no separate payment for maintaining seeded and planted areas. No payment will be made for seeding after the final inspection. All work performed after the final inspection will be done under warranty.

6.6 PAY ITEMS

- Item 6.0 “Revegetation”, per acre.

7.0 DRAINAGE STRUCTURES

7.1 DESCRIPTION

This work shall consist of furnishing all labor, equipment and materials necessary to rehabilitate the existing sediment pond spillway riser assembly and outlet pipe including removal and replacement of the existing 60-inch CMP perforated riser pipe and anti-vortex trash rack and replacing it with a new CMP riser with anti-vortex trash rack,. Also included is installation of the new 42-inch HDPE DR 32.5 liner pipe and grout within existing 48-inch CMP below WV County Route 119/16, including sediment removal and pipe inspection.

The liner pipe shall provide the maximum conveyance capacity possible, to be lined, while maintaining a 1-inch minimum average annular space between the host pipe and liner pipe for grouting. The ID of the liner pipe shall not be less than 80% of the nominal ID of the host pipe unless otherwise noted on the drawings.

SUBMITTALS

The CONTRACTOR shall provide three bound copies of the following information to the ENGINEER for review and approval prior to construction:

- A. Qualifications and experience of liner pipe installer, grout mix applicator, Project Superintendent and support personnel.
- B. Detailed Work Plan outlining the following items:
 - 1. Proposed construction sequencing and scheduling
 - 2. Areas requiring special construction techniques
 - 3. Proposed methods for control of water
 - 4. Proposed access and staging areas
 - 5. Proposed work hours
 - 6. Other pertinent information related to the project
- C. Manufacturer's literature pertinent to the proposed rehabilitation materials and methods. Specific information should include installation minimum/maximum allowable parameters (i.e. allowable grout pressure, axial compressive stress, etc.), recommended installation procedures, etc.
- D. Grout mix design and trial mix tests, with set time, compressive strength, viscosity, and density test results.
- E. Initial set time of the grout.

- F. The 24 hour and 28 day minimum grout compressive strengths.
- G. The grout working time before a 15% change in density or viscosity occurs.
- H. The proposed grouting methods and procedures.
- I. Method for waste grout recovery.
- J. Estimated grout volume.
- K. The maximum injection pressures proposed as well as maximum allowable grout injection pressures as provided by the pipe manufacturer (as applicable).
- L. Proposed grout stage volumes (if grouting is to be performed in stages)
- M. Bulkhead designs and locations including vent and injection port location and proposed materials to be used in bulkhead construction. In addition the lengths of each port shall be shown.
- N. Method of flow control during grouting
- O. Detailed plans depicting the method of blocking the liner pipe down to the invert for a period of time long enough to allow the grout to set when buoyant uplift is a factor.
- P. Written confirmation that the CONTRACTOR has coordinated grouting procedures with the grout installer and all proposed contractors or subcontractors are acceptable to the liner pipe manufacturer.
- Q. Certification that proposed liner pipe flow capacity is equal to or greater than the existing 48-inch CMP
- R. Detailed analysis and calculations demonstrating suitable application based on the deflection, confined buckling, and long-term (50 yr) hydrostatic buckling assuming; existing 48-inch CM host pipe has no structural strength, H2O Live load is present, dead load based on burial shown on the drawings, modulus of soil reaction is 1500 psi, and saturated unit weight of soil is 120 pcf.

7.2 **MATERIALS**

7.2.1 42-inch HDPE Liner Pipe - The liner pipe shall be made of high density polyethylene resins in accordance with the requirements of ASTM D-3350. The Cell Classification will be 345464C and shall have the Plastic Pipe Institute designation of PE 3408. Pipe liner shall be a Dimension Ratio (DR) of 32.5. The installed pipe shall have a smooth non-corrugated interior and exterior surface. The PPL shall be capable of being joined into a continuous length by an interlocking method. The joints shall not create an increase in the outside diameter of the liner pipe to eliminate any coupling difficulties. The joints must be water-tight with gaskets that are capable of handling pressures up to 25 feet of head per ASTM D-3212. Each HDPE shall have a male and a female end. The supplier shall furnish a manufacturer's certification stating that the material in the pipe meets the requirements of ASTM D 3350 with a cell classification of PE 345464 C with the physical properties indicated above. The supplier shall certify the dimensions meet the requirements of ASTM F 714. High density polyethylene pipe and fittings shall meet the requirements in the AASHTO M326-08 Specification.

Culvert Liner shall be High Density Polyethylene (HDPE) Pipe as provided by ISCO Industries or approved equal. High density polyethylene pipe and fittings shall meet the requirements in the AASHTO M326-08 Specification. The pipes and the fittings shall be manufactured from PE resin compounds, which conform to the requirements of cell class 345464C as defined and described in ASTM D 3350. HDPE Resin Specifications shall meet the requirements of table 7.2.2

TABLE 7.2.1

Property	Specifications	Unit	Nominal Value
Material Designation	PPI/ASTM		PE3408/PE3608
Cell Classification	ASTM D 3350		345464C
1. Density (3)	ASTM D 1505	Gm/cm ³	0.955
2. Melt Index (4)	ASTM D 1238	gm/10 min.	0.11
3. Flexural Modulus (5)	ASTM D 790	psi	135,000
4. Tensile Strength (4)	ASTM D 638	psi	3,200
5. Slow Crack Growth	ASTM D 1693		
a. ESCR	ASTM F 1473	hours in 100% Igepal	>5,000
b. PENT (6)	ASTM D 2837	hours	>100
6. HDB @ 73 deg. F (4)	ASTM D 1603	psi	1,600
7. UV Stabilizer (C)		%C	2.5%

HDPE pipes used for liners in gravity flow culverts shall be solid wall construction with mechanical end connectors, male and female consisting of 2 machined grooves landing points to prevent the pipe from pulling apart during installation. Individual liner section lengths shall be a minimum of 6-ft but shall not exceed 50 ft unless pre-approved. Pipe joints shall comply with ASTM D 3212 Standard Specification and gaskets must be installed on male ends per manufacturer's recommendations for Joint tightness. Hydraulic flow characteristics for the liner pipe shall provide a Manning's coefficient of $n = 0.00914$.

- 7.2.2** Grout to be used between the existing 48-inch BCCMP and new 42-inch HDPE liner pipe below WV County Route 119/16 shall be cementitious grout consisting of a mixture of cement, water, fly ash or lime and admixtures specifically designed to meet the requirements of this Section.

7.2.2.1 Use only potable water obtained from a municipal water distribution system and transported, when required, in a clean, dedicated container designed specifically for such.

7.2.2.2 Admixtures shall be selected by the slip-lining grout manufacturer to meet performance requirements, improve pumpability, control set time and reduce segregation. Admixtures shall not be biodegradable.

7.2.2.3 The grout shall have a minimum penetration resistance of 100 psi in 24 hours when tested in accordance with ASTM C403 and a minimum compressive strength of 300 psi in 28 days when tested in accordance with ASTM C495.

7.2.2.4 The grouting system shall have sufficient gauges, monitoring devices, and tests to determine the effectiveness of the grouting operation and to ensure compliance with the liner pipe specifications and design parameters.

7.2.2.5 The CONTRACTOR shall develop one or more mix designs to completely fill the annular space based upon, but not restricted to, the following requirements:

- A. Size of annular void
- B. Void (size) of the surrounding soil

- C. Absence or presence of water
- D. Sufficient strength and durability to prevent movement of the liner pipe.
- E. Provide adequate retardation for placement
- F. Provide less than 1 percent shrinkage by volume
- G. Heat of hydration compatible with pipe material in accordance with pipe manufacturer's recommendations

7.2.2.6 The materials shall be mixed in equipment of sufficient size and capacity to provide the desired amount of grout material for each stage in a single operation. The system shall mix the grout to a homogeneous consistency and deliver grout to the injection point at a steady pressure with a nonpulsating pump at the mix tank. The equipment shall be capable of mixing the grout at densities required for the approved procedures and shall also be capable of changing density as dictated by field conditions at any time during the grouting operation.

7.2.2.7 Pressure gauges shall be suitable for use in the grouting environment and have a working range between 1.5 to 2.0 times the design grout pressures, and have accuracy within 0.5% of full range. Provide, at a minimum, one pressure gauge at the point of injection and one pressure gauge at the grout pump.

7.2.3 Spillway Riser and Anti-Vortex Device- Corrugated metal for the 60 inch riser, 90-inch anti-vortex attachment, and 48-inch 4 foot long pipe stub shall be 12 gauge bituminous coated corrugated steel. Top covering for the 90-inch anti-vortex device shall be 8 gage corrugated steel, with welded steel angle stiffeners consisting of new materials, all as shown on the drawings. Fusion welded HDPE Riser pipe may be considered as an alternative if hydraulically equivalent to steel, compatible with the slip lining pipe, and otherwise acceptable to the WVDEP.

7.2.4 Rock riprap may consist of rip rap from within the project limits including riprap originally installed as part of the pond baffle system and rip rap, if any, originally installed at the 48 inch CMP outlet, which are buried under accumulated sediments. If rip rap from within the project limits is not acceptable to the WVDEP or adequate

in quantity, rip rap shall be durable angular rock commercially available limestone stone having a maximum weighted loss of thirty percent when subjected to five (5) cycles of the Sodium Sulfate Soundness Test – ASTM C88 (ASTM C88-99a Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate), as modified by the American Association of State Highway and Transportation Officials (AASHTO) T-104.

7.3 CONSTRUCTION METHODS

7.3.1 Areas for proposed excavation shall be cleared and grubbed in accordance with Section 4.0 of these Specifications. Erosion control devices are to be installed and in place prior to excavation in accordance with Section 5.0 of these Specifications.

7.3.2 42-Inch HDPE Liner Pipe and Grout

- 7.3.2.1. Clean and clear the existing CMP culvert, and determine the smallest inside diameter dimension. Removal of sediment from within the existing piping is anticipated by application of water with downstream rock check dam required to retain sediment on site. Mechanical removal may also be permitted.
- 7.3.2.2. Verify the diameter of the liner pipe is compatible with the smallest inside dimension of the existing CMP culvert. The outside diameter of the proposed liner should be at least 5 % smaller than the inside diameter of the existing CMP culvert.
- 7.3.2.3. Remove the deteriorated riser pipe and trash rack from the existing CMP culvert inlet as required to allow installation of the liner and grout.
- 7.3.2.4. Prepare the 48-inch CMP as required for slip lining based on the results of initial cleaning and inspection of the 48-inch pipe.
- 7.3.2.5. Notify the ENGINEER at least 24 hours in advance of liner pipe installation or grouting operations
- 7.3.2.6. Liner pipe shall be inserted and installed in accordance with manufacturer's recommendations. The Slip liner pipe grade shall be maintained parallel to grade of the host pipe. Install the HDPE liner segments, making sure HDPE liner segments are connected properly and are not damaged during installation. Provide wooden skids or similar installation devices as recommended by the pipe manufacturer to reduce friction during insertion. The outside of the HDPE liner should not be in direct contact with the interior of the CMP culvert during insertion.

- 7.3.2.7. Upon completion or partial completion of liner pipe installation, construct bulkheads at each end in sequence from upstream to downstream. Following construction of the bulkheads, the CONTRACTOR shall fill the annular space between the slipliner pipe and the host pipe along its entire length with cementitious grout by injecting grout from one end of the pipe segment, allowing it to flow toward the other end.
- 7.3.2.8. Equip slipliner pipes with temporary weirs as necessary to fill the pipes with water to prevent flotation during grouting operations.
- 7.3.2.9. Remove or control standing or running water in annular spaces to maintain the correct water ratio of the grout mixture.
- 7.3.2.10. Limit pressure on the annular space to prevent damage to the liner. The gauged grout pressure at the pipe shall not exceed that of the pipe manufacturer's recommendation or 5 psi, whichever is smaller. Regardless of the pressure, the CONTRACTOR shall be solely responsible for any damage or distortion to liner pipe due to grouting.
- 7.3.2.11. The drilling of additional injection holes from the surface or through the liner pipe to facilitate grouting is prohibited.
- 7.3.2.12. Injection of grout shall continue until all of the following conditions have been achieved unless otherwise approved by the ENGINEER:
1. The estimated volume of grout has been injected
 2. The exhausted grout recovered at each vent is not less than 85% of the density of the freshly injected grout
 3. The exhausted grout at each vent is not less than 85% of the original viscosity of the freshly injected grout, and
 4. The grout installer, and/or Field Engineer recommends ceasing grouting operations
- 7.3.2.13. No hardened grout is permitted in the liner pipe invert after completion of grouting operations.
- 7.3.2.14. The annular void shall be completely grout filled without deflecting the insertion pipe greater than 1.5 percent
- 7.3.2.15. Penetration of the 48-inch CMP host pipe shall be permitted if required to facilitate grouting of the annular void.
- 7.3.2.16. When cold weather grouting is performed (temperature is between 32-40° F during and after grouting) the following conditions shall be met: Temperature of the grout mix must be 60° F or higher at the time of

pumping. The use of insulation/concrete blankets over areas of the levee behind the headwalls where the minimum cover above the frost line is not met for a period of 7 days.

- 7.3.2.17. Cold weather grouting when the temperature is below 32° F during and after grouting the following conditions shall be met: Temperature of the grout mix must be 60° F or higher at the time of pumping. The use of insulation/concrete blankets over areas of the levee behind the headwalls where the minimum cover above the frost line is not met for a period of 7 days.
- 7.3.2.18. The use of an interior heater in the pipe that does not exceed the pipes maximum localized temperature for the first 24 hours after grouting.
- 7.3.2.19. Riprap aprons shall be constructed at the locations as shown on the Construction Drawings.
- 7.3.2.20. Alternative slip lining methods and pipe materials may be considered if submitted for acceptance at least 10 days prior to bid opening. In order to be considered the alternate method and piping must demonstrate that no reduction in hydraulic capacity will result when compared with the existing 48" CMP, and proposed the liner pipe is adequate withstand H2O highway loadings as certified by a West Virginia registered professional (civil) engineer. Proposed alternate installation method or materials must also be acceptable to the WVDOH.

7.3.3 Spillway Riser Assembly

7.3.3.1 The Riser Assembly shall be assembled and connected after completion of 42-inch HDPE liner pipe installation. A stub of liner pipe approximately 4 feet long shall be left protruding from the inlet side opening of the 48-inch CMP pipe at completion of slip lining. The purpose of the protruding 42-inch pipe is to receive the four foot long 48-inch riser outlet stub. The stub is to be slid over the 42-inch liner pipe and the annular space grouted as shown on the contract drawings. The riser assembly shall be anchored and supported by a concrete pad to avoid stressing the connection to the 42-inch HDPE liner. The 60-inch vertical riser, 48" outlet stub connection to the 42-inch liner, 90-inch anti-vortex device, and appurtenances shall be installed to the lines, grades, dimensions and locations as shown on the Construction Drawings.

7.4 TESTING

7.4.1 DENSITY: Provide all personnel and equipment necessary to measure density in accordance with ASTM C138 or by another method as approved by the ENGINEER not less than two times per hour in the field during grouting operations. Grout that exceeds ± 3 lb/cubic foot of the design density shall be rejected.

7.4.2 VISCOSITY: Provide all personnel and equipment necessary to measure viscosity in accordance with ASTM C939 not less than two times per hour in the field during grouting placement. The apparent viscosity shall not exceed 20 seconds unless otherwise approved by the ENGINEER.

7.4.3 COMPRESSIVE STRENGTH

- A. Collect, transport, cure, test and report samples in accordance with ASTM C495.
- B. Collect four (4) specimens (3"x6" cylinders) for each pipe at approximately the mid-point of the grouting operation.
- C. Test all specimens for compressive strength at 28 days. Additional specimens and tests may be performed at the CONTRACTOR'S discretion.
- D. Tests and companion specimens associated with oven-dry unit weight (ASTM C495 Item 9) are not required.
- E. The CONTRACTOR shall engage the services of an independent, ASTM/AASHTO accredited testing laboratory to collect and test specimens associated with the strength requirements of this Section.

7.5 **METHOD OF MEASUREMENT**

7.5.1 The method of measurement for clearing and grubbing in these items is to be included under Section 4.0, "SITE PREPARATION," as contained elsewhere in these Specifications.

7.5.1 The method of measurement for liming, fertilizing, seeding and mulching in these items is to be included under Section 6.0, "REVEGETATION," as contained elsewhere in these Specifications.

7.5.2 The method of measurement for constructing the "42 Inch HDPE Liner Pipe with Annular Grout" will be on a linear foot basis for the installed pipe measured end to end including additional pipe installed beyond the 48-inch CMP host pipe as required

at outlet and inlet to accept the Spillway Riser Assembly. Not measured but included are cleaning and inspection of the 48-inch CMP, preparing the 48-inch CMP for slip lining, supply and placement of grout, the 42-inch HDPE pipe, rip rap outlet apron, grout for connection with spillway riser, connecting bands/couplings (if any) to make connection with the riser, and all other incidental items necessary to construct "42 Inch HDPE Liner Pipe with Annular Grout" in conformance with these Specifications.

7.5.3 There will be no separate measurement and payment for the riprap outlet apron. Construction of riprap aprons shall be considered incidental to the construction of the 42-inch HDPE Liner Pipe.

7.5.4 The method of measurement for constructing the "Spillway Riser Assembly" will be on a lump sum basis. The unit price shall include the cost of all installation and materials including 60-inch steel bituminous coated perforated CMP riser section, 90-inch Steel bituminous coated CMP Anti-vortex device with welded steel angle supports, Steel bituminous coated CM anti-vortex cover plate, 48-inch Steel bituminous coated CMP stub section, connection of stub to liner pipe, annular grout, reinforced concrete base footing pad, minor excavation, WVDOH fees or inspection costs (if any) and all other incidental items necessary to construct the Spillway Riser Assembly in conformance with these Specifications. Demolition and removal of the existing dilapidated spillway and concrete footing are not included. They are included with Item 4.1, "Site Preparation".

7.6 BASIS OF PAYMENT

7.6.1 Payment will be made per Linear Foot for "42 Inch HDPE Liner Pipe with Annular Grout" at the Contract unit price bid, 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, inspections, and incidentals as necessary to complete the work including all items as described in the method of measurement section.

7.6.2 Payment will be made per Lump Sum for the "Spillway Riser Assembly" at the Contract unit bid price for this item, 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 including all items as

described in the method of measurement section.

7.7 PAY ITEMS

Item 7.1, "42 Inch HDPE Liner Pipe with Annular Grout", per linear foot.

Item 7.2, "Spillway Riser Assembly", per lump sum.

8.0 UNCLASSIFIED EXCAVATION

8.1 DESCRIPTION

This work shall consist of excavating, transporting, stockpiling, placing and compacting, soil, accumulated sediments, rock rip rap (existing buried pond baffles) or other materials encountered in the grading of the project areas and any other indicated incidental work. Grading shall be to the lines and grades shown on the plans. Excavation shall primarily include the proposed excavation of soils and sediment from within the sediment pond area including excavation to construct the proposed access roads to the pond bottom. Removing accumulated sediments from within the existing 48 inch BCCMP and at the 48 inch BCCMP outlet as needed to provide positive drainage shall also be included. Removing the existing rip rap pond baffles from within the sediment pond and stockpiling the rip rap on site as shown on the drawings shall also be included. Payment will not be made for any excavation beyond planned template (cross-sections) or limits of disturbance unless the Owner in writing gives prior authorization.

8.2 MATERIALS

8.2.1 Materials to be excavated and regraded under this item will consist of soil, and accumulated sediment. Rip rap pond baffles of unknown size are also to be excavated.

8.2.2 Material for soil cover shall consist of suitable soil obtained from the proposed excavations, provided the material is free from coal or coal refuse, rocks larger than four (4) inches and contains no trash, garbage, rubble or other substances that will interfere with re-seeding equipment or hinder the establishment of vegetative cover in areas to be revegetated. Use and development of offsite borrow area(s), if any, shall comply with Special Provisions Section VII of these Specifications for off-site borrow source.

8.3 BORROW AREAS

8.3.1 Borrow material shall be obtained from within the limits of disturbance, preferably from within the sediment pond, or as close to those limits as possible as shown on the Construction Drawings.

8.3.2 Cleaning and grubbing of any borrow areas shall be limited to the extent necessary to obtain the required borrow soil.

8.3.3 Although not anticipated, if off-site borrow areas should be necessary, then the Contractor is responsible for locating the borrow areas and obtaining right-of-entry

agreements in which the property owner indemnifies and holds WVDEP harmless from any injury or damage whatsoever resulting from the Contractor's use of the property. All prospective Contractor and Bidders must obtain their own permission from the landowner for any subsurface test borings or pits. For borrow areas outside the limits of construction, the Contractor shall be held responsible for compliance with all NEPA requirements and shall provide proof of such compliance to the WVDEP. The Contractor shall also be responsible for the preparation of any reclamation plans required. WVDEP and the landowner must approve the reclamation plans.

- 8.3.4 Borrow areas and related disturbance shall be graded, fertilized, lined, seeded, and mulched in accordance with Section 6.0 of these Specifications.

8.4 SOIL COVER

- 8.4.1 Grading shall be conducted in a manner such that suitable soil material is uniformly spread over disturbed areas. Grading shall be to the lines and grades shown on the plans.
- 8.4.2 Finish grading shall be in close conformity to the lines and limits shown on the Construction Drawings or as otherwise approved by the Engineer. Cover material shall neither be frozen nor shall it be placed on frozen ground or under moisture conditions that prevent grading equipment from producing a uniform surface. Finish grading equipment or techniques that produce a sealed, slick surface will not be permitted.
- 8.4.3 Final cover material shall be graded to form a surface free of depressions, gullies, or other irregularities.
- 8.4.4 Compaction equipment shall produce a uniform surface free of ruts and loose soil.
- 8.4.5 Cover material shall be protected from erosion by liming, fertilizing, seeding, and mulching as described in Section 6.0 of these Specifications. The Contractor shall be responsible for repairing erosion and for tracking slopes if necessary until the Owner (WVDEP) accepts the project. All other operations will be halted if more than one acre of disturbed area is left unseeded.

8.5 CONSTRUCTION METHODS

8.5.1 Excavation

Material excavation shall consist of the required removal of materials from the areas shown and the sloping and finishing of the areas to the required lines and grades as

shown on the drawings. Slopes shall be trimmed neatly to present a uniform surface, free from hollows and protrusions and loose or overhanging rocks. The tops of all slopes shall be rounded to form a smooth, uniform transition to the existing ground.

The Contractor must utilize material removal techniques, which are generally considered to be conducive to retaining slope stability. Additionally, disturbed slopes shall be brought to the design template as soon as practical and shall be protected in accordance with Section 6.0, "Revegetation".

Excavation shall not begin until clearing and grubbing operations have progressed sufficiently so they do not interfere with excavation operations. The Contractor shall select equipment of such type, size, and quantity to perform the work efficiently and within the requirements set forth in these Specifications. If it is determined that these Specifications are not being met due to inappropriate equipment, the Contractor shall make changes to his equipment so as to bring the work into compliance with the Specifications.

Prior to any excavation and regrading work at the site the Contractor shall install and implement all temporary water pollution control measures (silt socks, rock check dam, etc.) as approved by the Engineer. All ponded and wet areas are to be completely drained and cleared of all muck, debris and wet soil prior to initiating any excavation and regrading work at these locations.

The Engineer may increase the depth, extent, and limit of excavation if unsuitable materials are encountered at the bottom of the excavation.

Cut slopes steeper than 2H:1V will not be permitted.

8.5.2 Material Placement

Excavated excess soils and sediment suitable for use as soil cover shall be stockpiled on site as directed. It is anticipated that most or all excess soils will be stockpiled for future use by others during final reclamation of the slurry impoundment.

Rock rip rap baffles excavated from within the sediment pond shall be stockpiled on site as directed.

Fill materials to be used in an embankment, if any, shall be free from trash, debris, frozen soil, organic material or other foreign material. Fill material shall not be placed on frozen ground; frozen soil shall not be used as fill material. Compaction testing shall be at a frequency approved by the WVDEP. Since minimal fill embankment is proposed, compaction testing is not anticipated.

The disturbed areas will be revegetated according to Section 6.0, "Revegetation".

Fill shall be placed within the limits and lines shown on the Construction Drawings, including areas of over excavation, if any. Fill slopes shall be as shown on the Construction Drawings. Fill slope steeper than 2H:1V will not be permitted.

8.4 METHOD OF MEASUREMENT

8.4.1 Method of measurement of furnishing, installing, and implementing temporary water pollution control measures in this item is to be in accordance with and included under Section 5.0, "SEDIMENT CONTROL" as contained elsewhere in these Specifications.

8.4.2 Clearing and grubbing in this item will be measured in accordance with and included under Section 4.0, "SITE PREPARATION", as contained elsewhere in these Specifications.

8.4.3 No Measurement will be made for "Unclassified Excavation" performed as shown on the construction drawings. Unclassified Excavation shall include furnishing and installing the necessary equipment and performing all the work of draining and clearing the sediment pond and 48-inch CMP and outlet areas of all soil and accumulated sediment including muck, debris and wet soil; excavation and drying (if necessary), transporting, stockpiling, or placing and compacting the on-site soil to achieve positive drainage to the lines and grades as shown on the drawings will be considered as a necessary part of manipulation to establish the final regraded surface, the cost of which is included in the price bid per Lump Sum for "Unclassified Excavation". Although it will not be measured, the approximate volume of material to be excavated is estimated to be 5,000 CY.

8.4.4 The method of measurement for liming, fertilizing, seeding and mulching in this item is to be included under Section 6.0, "REVEGETATION", as contained elsewhere in these Specifications.

8.5 BASIS OF PAYMENT

8.5.1 Payment will be made per Lump Sum for Unclassified Excavation at unit price bid, 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 including all items as described in the method of measurement section. The cost of all work associated with separating, stockpiling, and placing soil cover material shall also be included in the unit price bid for "Unclassified Excavation". Payment will not be made for any excavation beyond planned template (cross-sections) unless the Owner in writing gives prior authorization. Construction of access roads including aggregate materials and other earthwork necessary for the proper execution of the design shall be incidental to this item. Excavation for the rip rap outlet apron and spillway riser assembly shall not be included with the Lump Sum payment for Unclassified Excavation, but is included with the unit bid cost for the applicable items as described elsewhere in these specifications.

8.6 PAY ITEM

Item 8.0, "Unclassified Excavation", per Lump Sum.

9.0 UTILITIES

9.1 DESCRIPTION

This work shall consist of all necessary measures to relocate, maintain, and protect all utilities within the limits of work specified herein and on the construction drawings.

The contractor shall notify the utility in writing at least fifteen (15) days but preferably thirty (30) days prior to the time work within the area will be done.

The Contractor shall be solely responsible for locating all utilities within the limits of work. All damage made to existing utilities by the Contractor shall be the sole responsibility of the Contractor. In the event damage does occur, the Contractor shall notify the affected utility and the WVDEP immediately and make or have made all necessary repairs and bear the expenses thereof and resulting damage caused thereby.

The Contractor shall obtain right-of-entry and/or any necessary permits for repairs or relocation.

Utility Companies Contacts

Miss Utility of West Virginia
1-800-245-4848 or 811

West Virginia Department of Highways
Gary Weaver, (304) 296-8948

9.2 MATERIALS

All materials used for utility related disturbance shall be in accordance with these specifications or as indicated by the affected utility.

9.3 CONSTRUCTION METHODS

All work shall be in accordance with these specifications or in accordance with those methods as indicated by the affected utility.

9.4 METHOD OF MEASUREMENT

There is no method of measurement for utilities as the Contractor will be reimbursed for actual charges invoiced by the utility company. All other costs associated with utility relocation or extension, including excavation and filling, and providing

conduit shall be considered incidental to all other items bid for this Project. In the event of damage to other existing utilities or other facilities not scheduled for relocation, the Contractor shall notify the affected utility owner(s) and the Engineer immediately and make, or have made, all necessary repairs and bear the expense thereof and resulting damaged caused thereby. It shall be the responsibility of the Contractor to arrange for relocating and extending the utility lines, where required, as directed by the Engineer in accordance with the guidelines set forth by the utility company. Gas line relocations shall be accomplished prior to construction of major portions of the Project. The Contractor will be reimbursed for actual charges invoiced by the utility company. Prior to any utility relocation work, the Contractor shall submit a cost estimate of work to be accomplished to WVDEP for approval.

9.5 BASIS OF PAYMENT

Item 9.0 "Utilities", no bid item, cost pass through of the Utility Company invoice.

10.0 PERMIT DRAWINGS

10.1 DESCRIPTION

To aid prospective contractors in bidding, four drawings are being included in the plans which show the original coal operators design or as-built construction plans and details for the Slurry Impoundment and the Sediment Pond. These drawings are the Decant System Profile and Details; Plan View of Pittsburgh Seam under North Hollow Slurry Impoundment; Site Preparation Plan, North Hollow Refuse Impoundment; and the Sedimentation Pond Sections and Details

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

EARL RAY TOMBLIN, GOVERNOR

RANDY C. HUFFMAN, CABINET SECRETARY

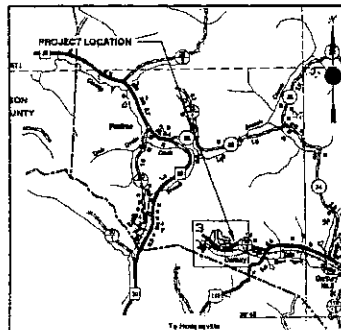
OFFICE OF SPECIAL RECLAMATION CONSTRUCTION DRAWINGS

FOR

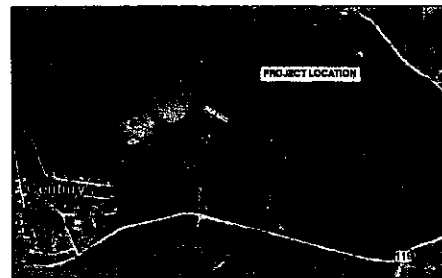
SEDIMENT POND REHABILITATION ENERGY MARKETING SLURRY IMPOUNDMENT (NORTH HOLLOW DAM - PERMIT NO. 0-26-8)

CENTURY, BARBOUR COUNTY, WEST VIRGINIA

AUGUST 2015



VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.

PREPARED BY:



TETRA TECH

complex world | CLEAR SOLUTIONS™

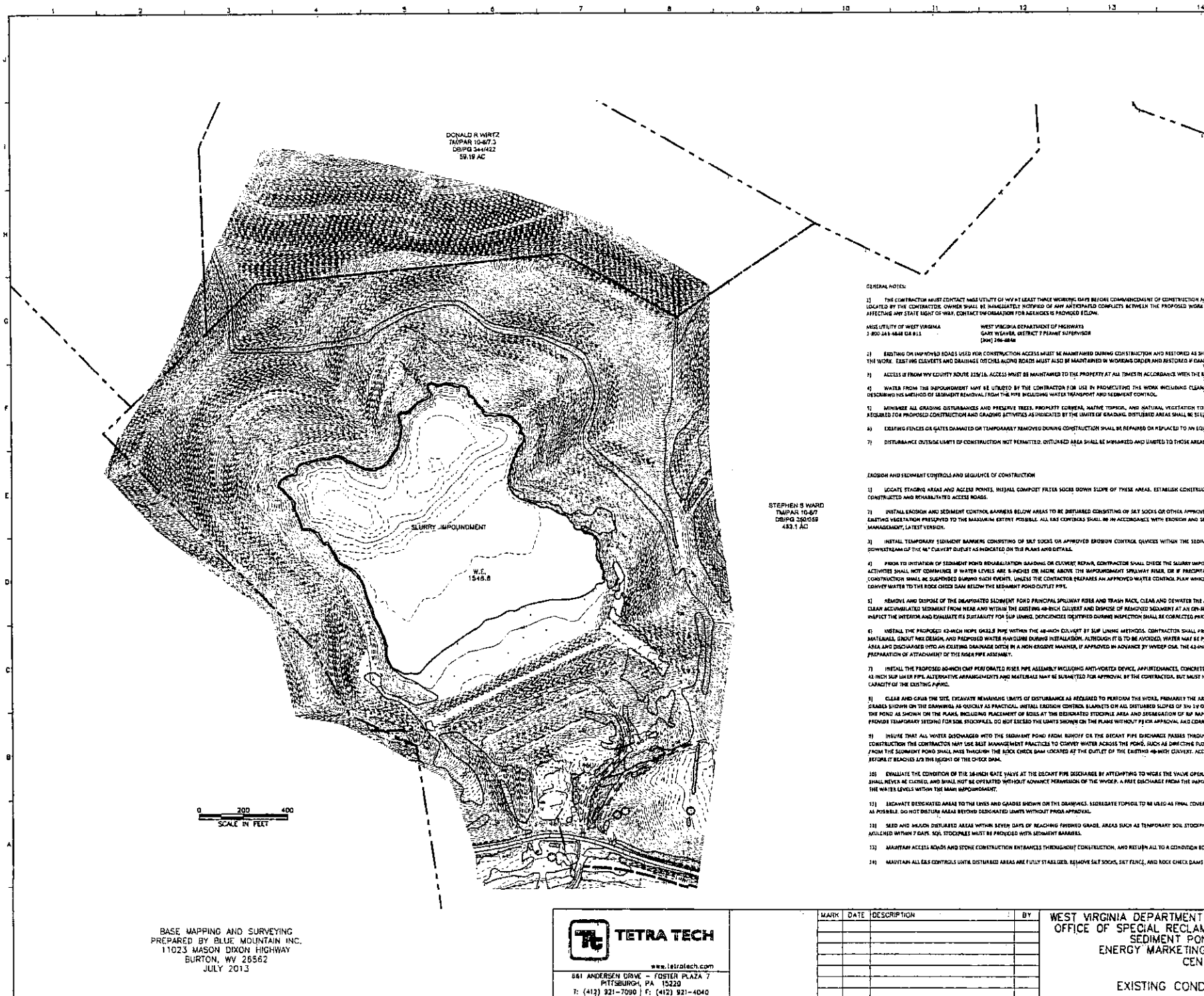
661 ANDERSEN DRIVE - FOSTER PLAZA 7, PITTSBURGH, PA 15220
TEL: (412) 921-7090 | FAX: (412) 921-4040

1000 GREEN RIVER DRIVE, SUITE 101, FAIRMONT WY 26554
TEL: (304) 534-4021 | FAX: (304) 534-4024

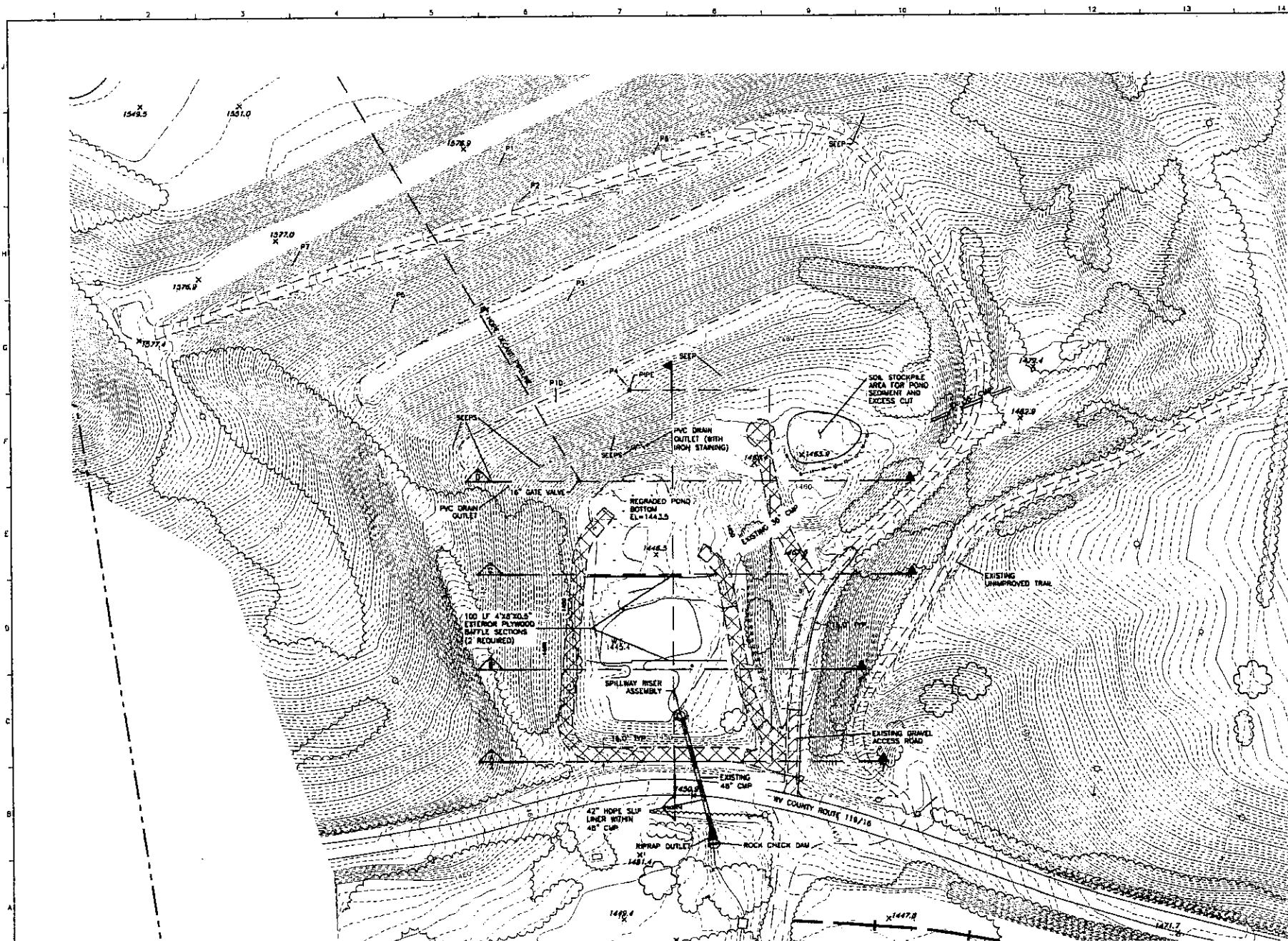
6715 TIPPECANOE ROAD - SUITE C201, CANFIELD, OH 44406
TEL: (330) 286-3683 | FAX: (330) 286-3573


BID SCHEDULE

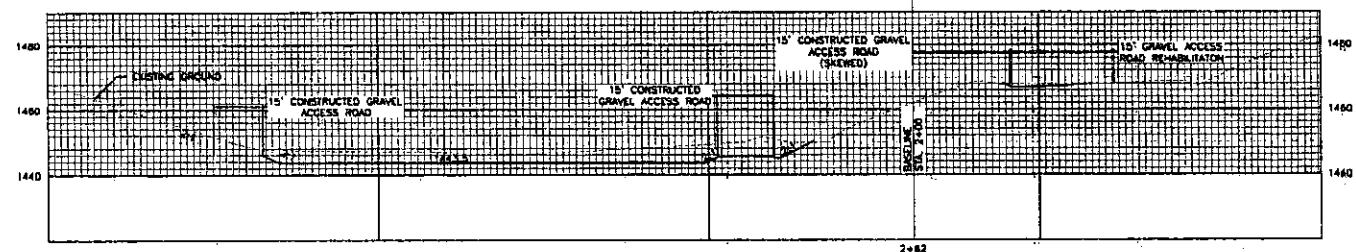
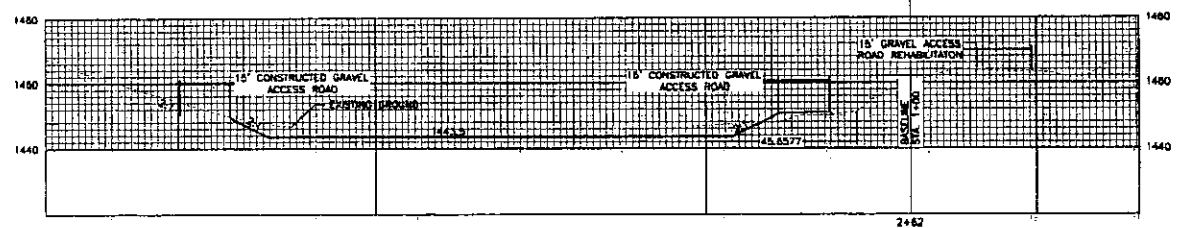
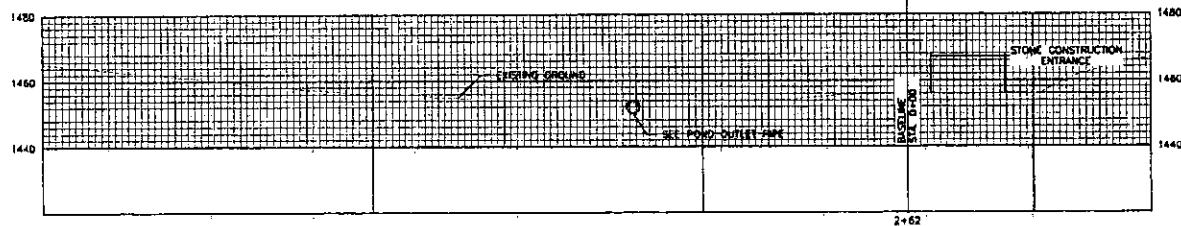
ITEM NO.	ITEM
1.0	MOBILIZATION AND DEMOBILIZATION (NOT TO EXCEED 10% OF TOTAL AMOUNT BID)
2.0	CONSTRUCTION LAYOUT STAKES (NOT TO EXCEED 5% OF TOTAL AMOUNT BID)
3.0	QUALITY CONTROL (NOT TO EXCEED 3% OF TOTAL AMOUNT BID)
4.1	SITE PREPARATION (NOT TO EXCEED 10% OF TOTAL AMOUNT BID)
4.2	CONSTRUCTED ACCESS ROAD
4.3	ACCESS ROAD REHABILITATION
4.4	GATE
4.5	INITIAL IMPOUNDMENT DEWATERING
4.6	ADDITIONAL DEWATERING
5.1	18" S/LT SOCK
5.2	STONE CONSTRUCTION ENTRANCE
5.3	ROCK CHECK DAM
5.4	PLYWOOD BAFFLES
6.0	REVEGETATION
7.1	42-INCH HDPE LINER PIPE WITH ANNUAL GROUT
7.2	SPILLWAY ROSE ASSEMBLY
8.0	UNCLASSIFIED EXCAVATION
9.0	UTILITY RELOCATION






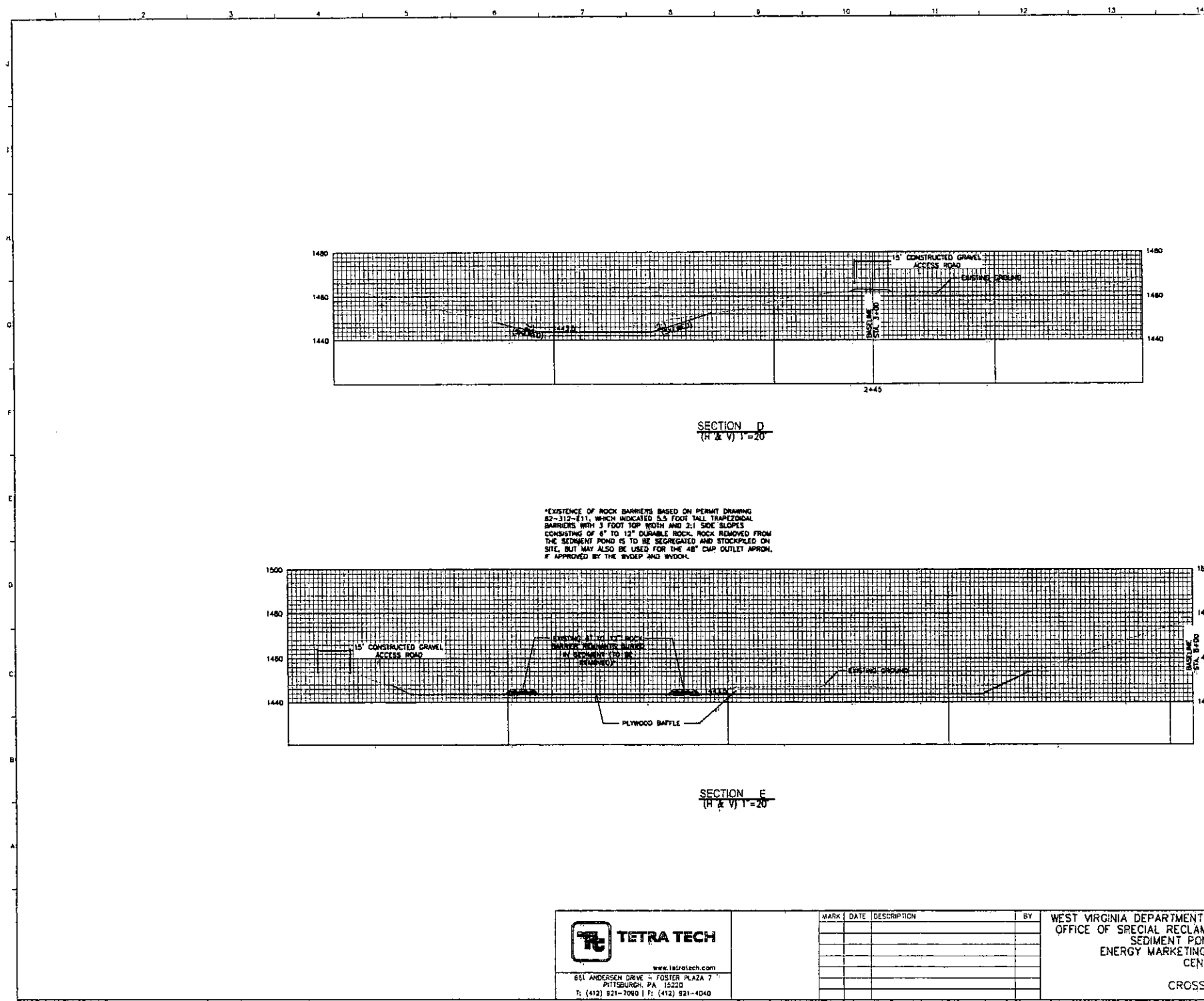


 TETRA TECH <small>www.tetratech.com</small> 551 ANDERSON DRIVE - FOSTER PLAZA 2 PITTSBURGH, PA 15220 T: (412) 921-1000 F: (412) 921-6040	MARK DATE DESCRIPTION BY			WEST VIRGINIA DEPARTMENT OFFICE OF SPECIAL RECLAM SEDIMENT POND ENERGY MARKETING CENT PROPOSED REHABILITATION	



 TETRA TECH <small>www.tetra-tech.com</small> 261 ANDERSEN DRIVE - FOSTER PLAZA 7 PITTSBURGH, PA 15220 T: (412) 921-7090 F: (412) 921-4040	MARK	DATE	DESCRIPTION	BY	WEST VIRGINIA DEPARTMENT OFFICE OF SPECIAL RECLAM SEDIMENT PGM ENERGY MARKETING CENT

CROSS





TETRA TECH

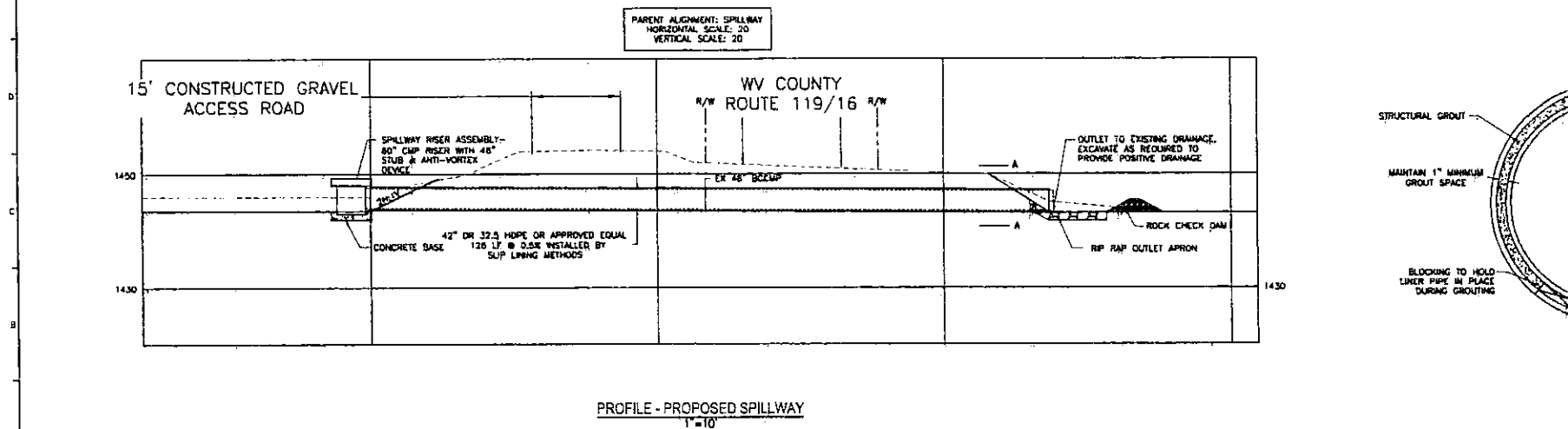
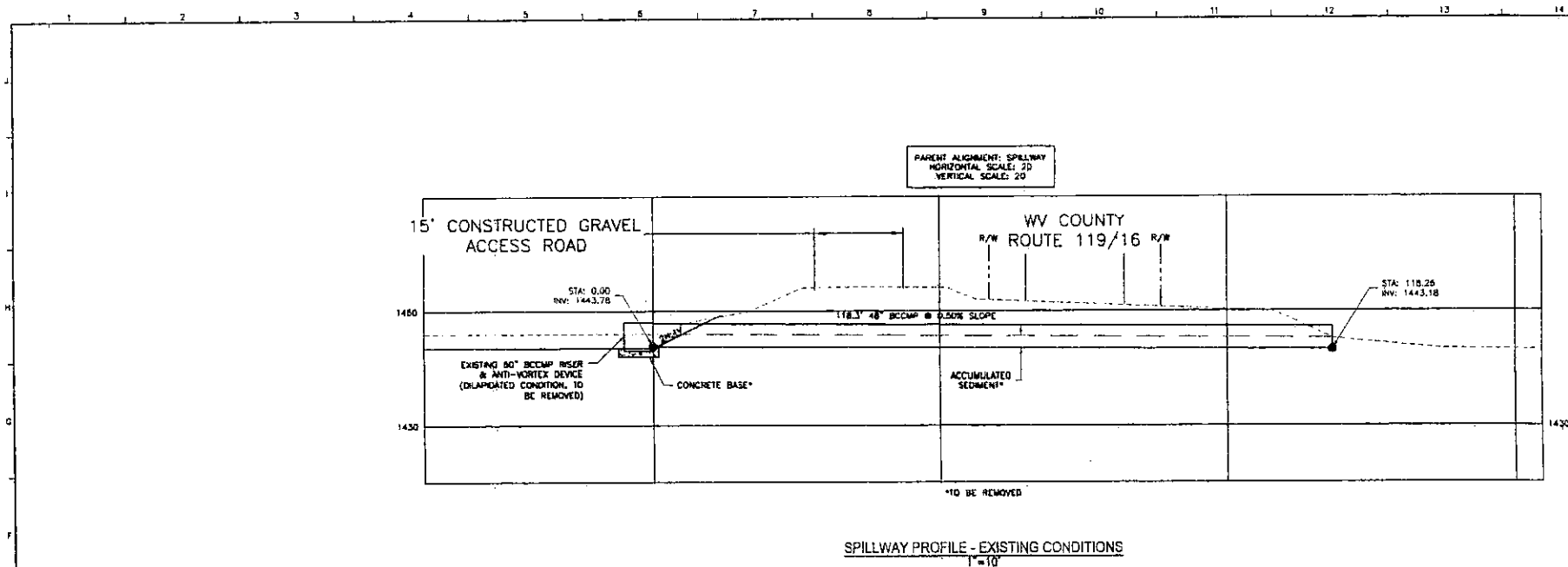
www.tetratech.com

801 ANDERSON DRIVE - FOSTER PLAZA 7
PITTSBURGH, PA 15220
T: (412) 921-7000 | F: (412) 921-4040

MARK	DATE	DESCRIPTION	BY

WEST VIRGINIA DEPARTMENT
OFFICE OF SPECIAL RECLAM.
SEDIMENT POND
ENERGY MARKETING
CENT

CROSS



TETRA TECH

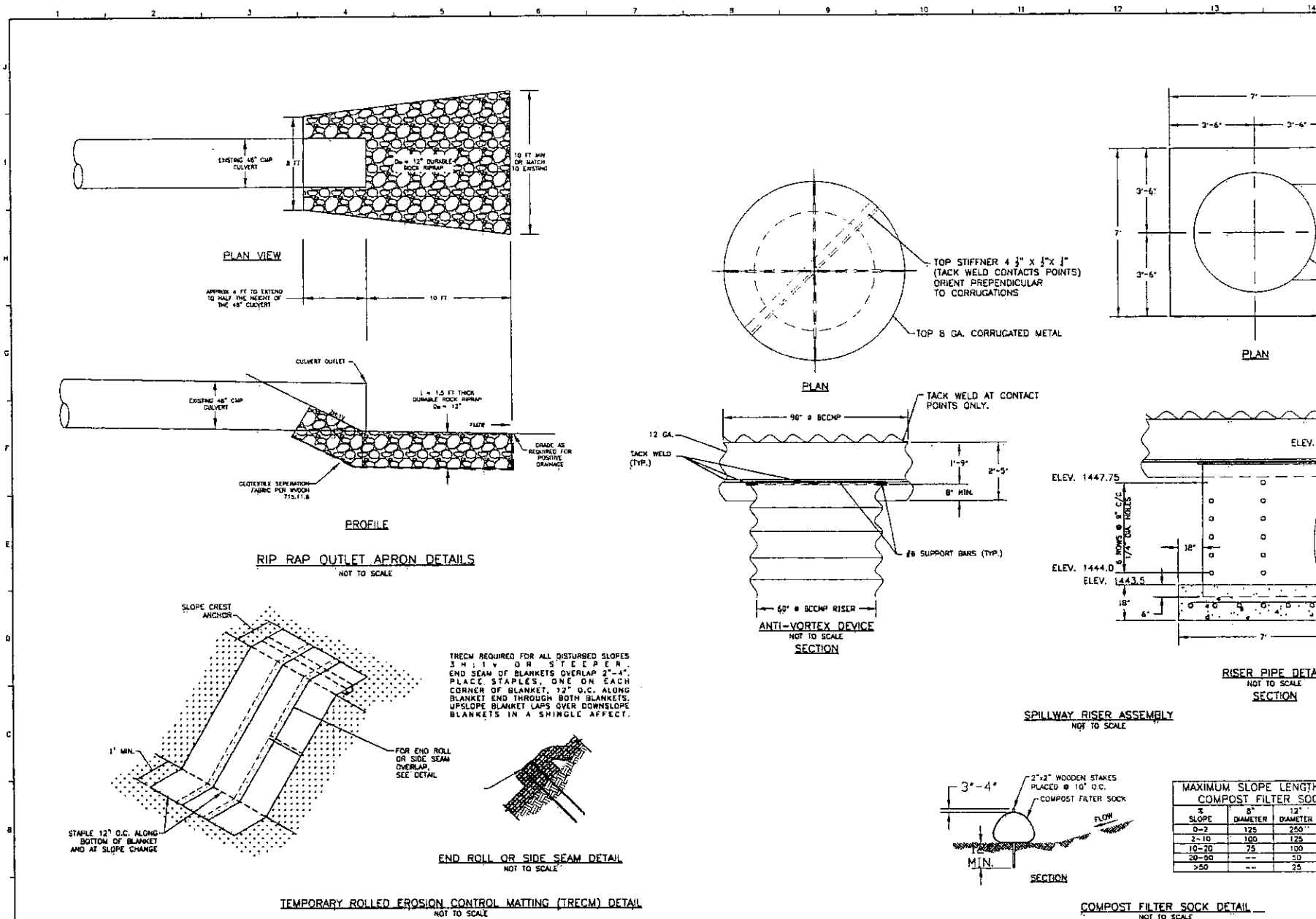
www.tetratech.com

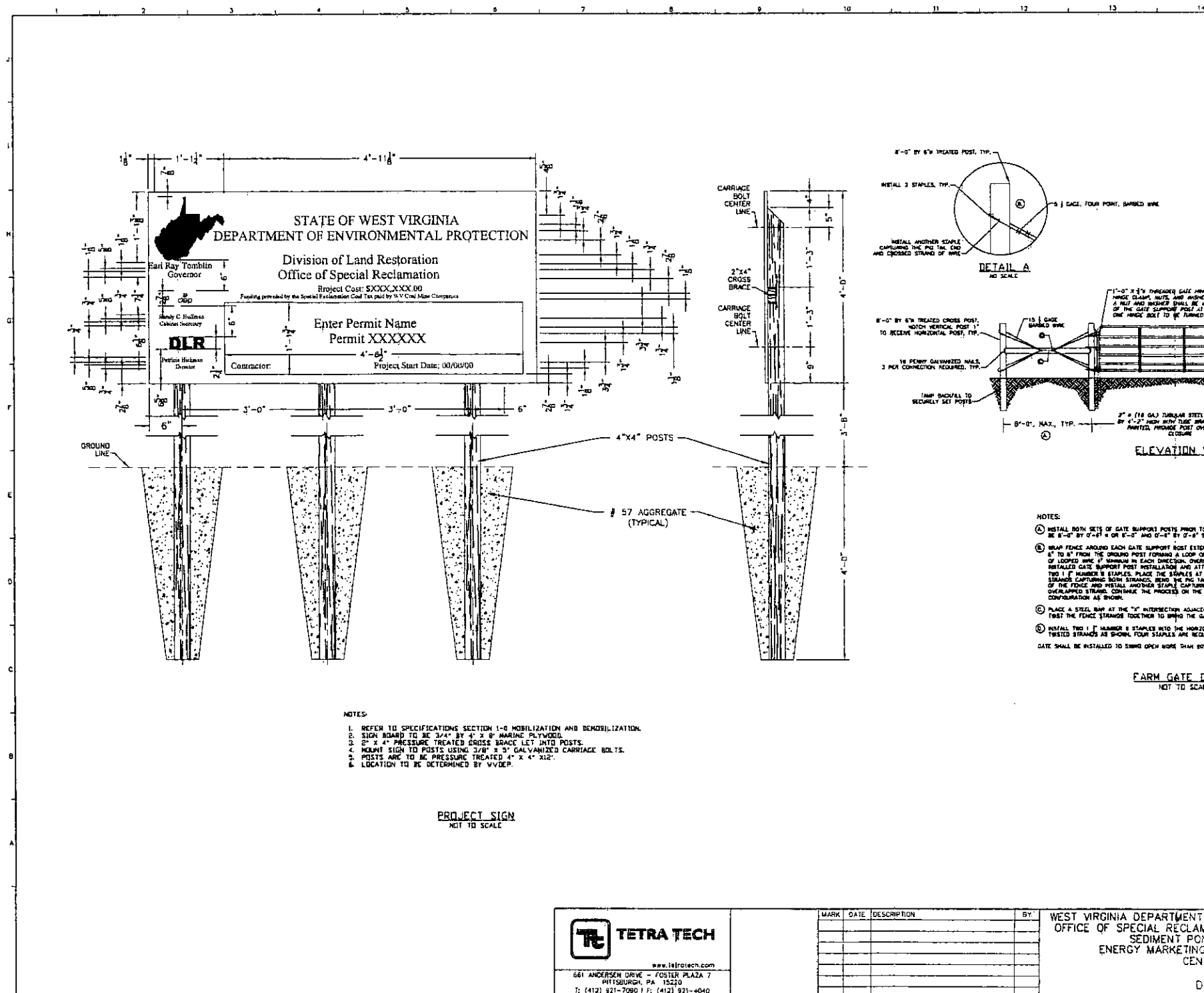
651 ANDERSEN DRIVE - FOSTER PLAZA 7
PITTSBURGH, PA 15220
T: (412) 921-7000 | F: (412) 921-4040

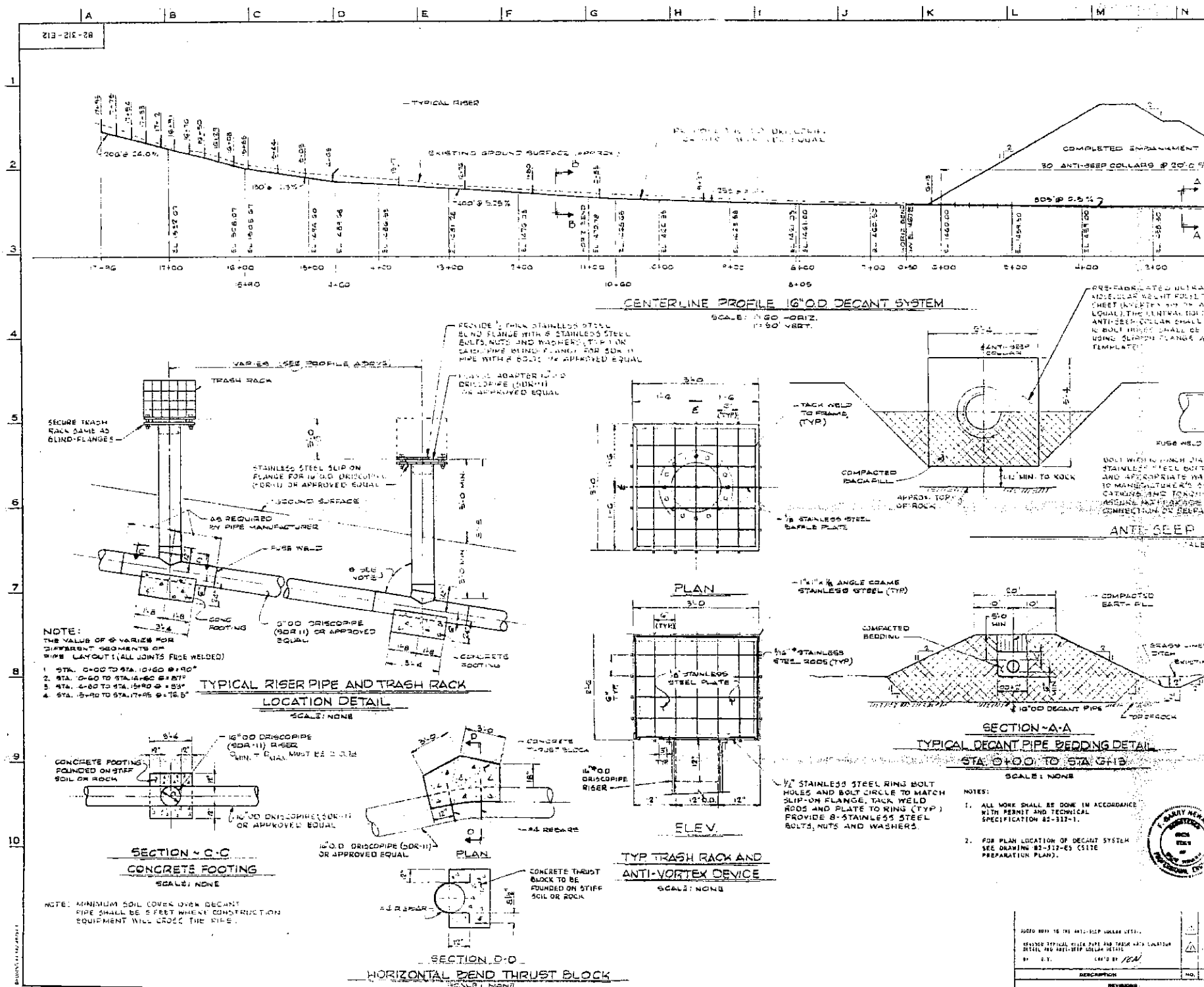
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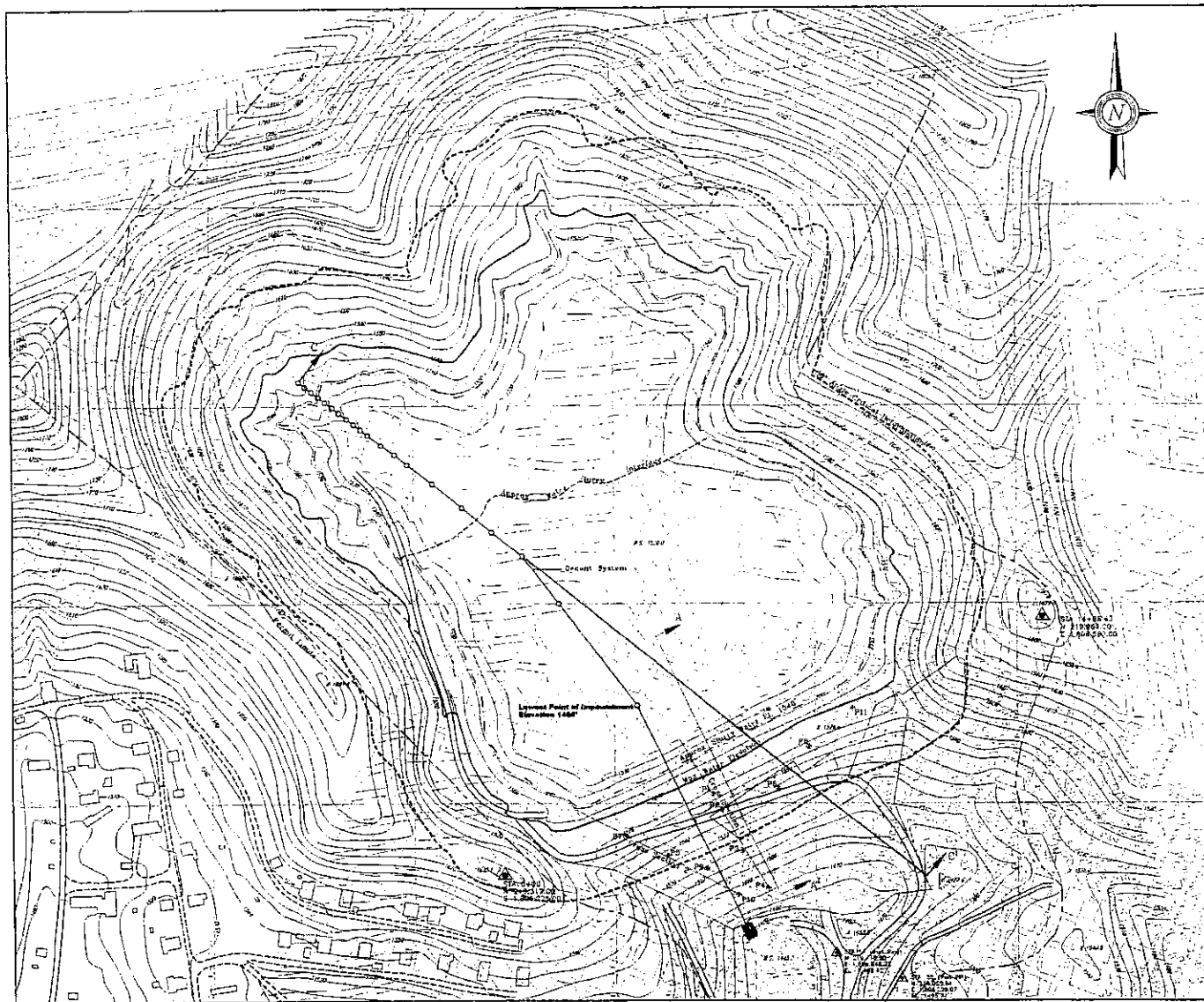
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PROFILE





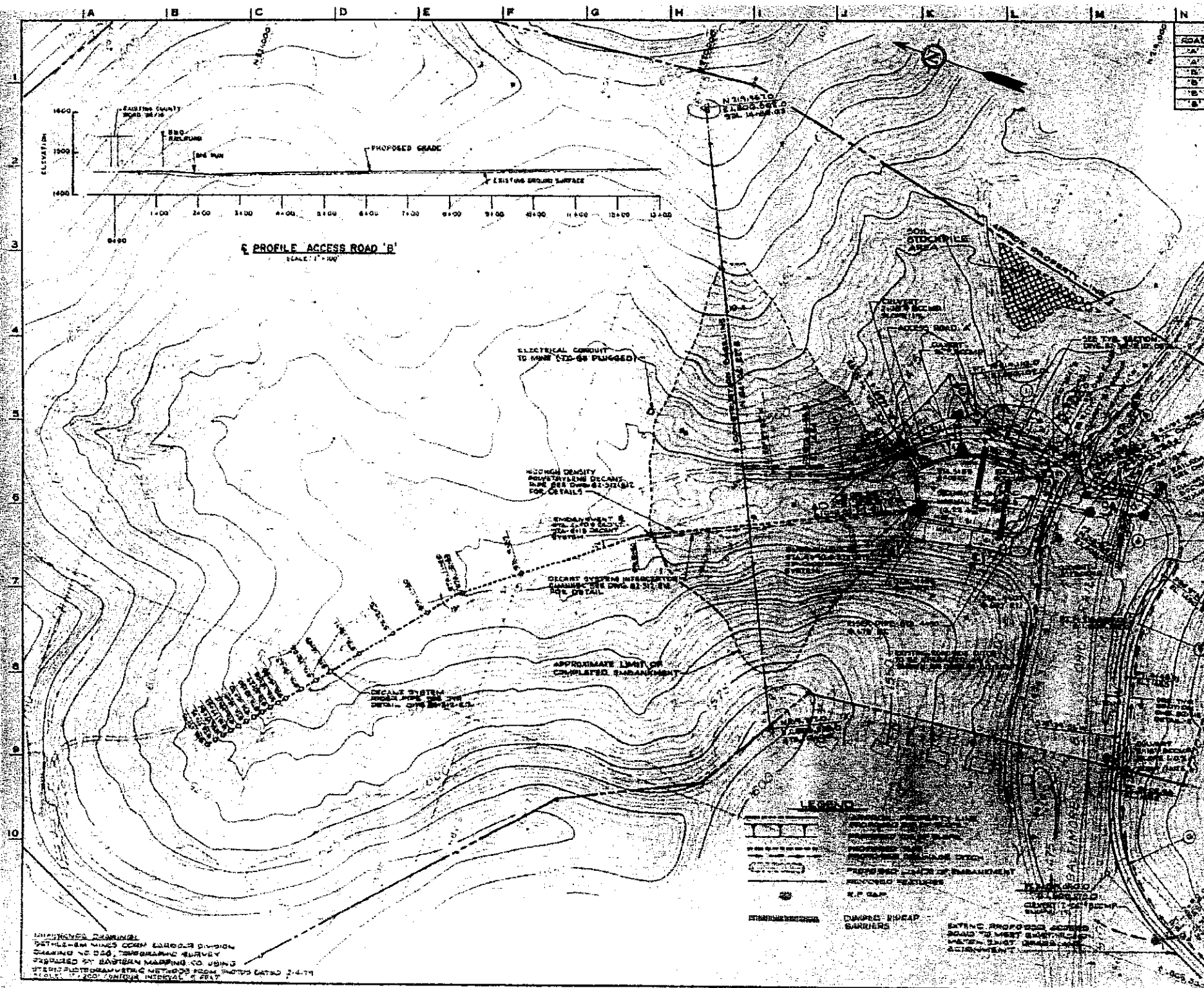




22.00 Feet Contour
Wastewater System

22.50 Feet Contour
Pittsburgh

Pitman	T
P1	10
P2	10
P3	10
P4	10
P5	10
P6	10
P7	10
P8	10
P9	10
P10	10
P11	10



BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right
corner of page #1)
(C) Your Business Entity Name (or Individual
Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is
5% of total bid. You may state "5% of bid"
or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name
if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or
Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

Bid Bond

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

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

(M) _____

NOW THEREFORE

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and
sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an
individual, the (N) _____ day of (O) _____, 20 (P) _____.

Principal Seal

(R)

(Q) _____
(Name of Principal)

By (S) _____
(Must be President, Vice President, or
Duly Authorized Agent)

(T) _____
Title

Surety Seal

(U)

(V) _____
(Name of Surety)

(W) _____
Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal
must accompany this bid bond.

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Sunrise Construction Company, Inc
of Moatsville, West Virginia, as Principal, and The Ohio Casualty Insurance
Company of Keene, New Hampshire, a corporation organized and existing under the laws of the State of New Hampshire, with its principal office in the City of Keene, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Sixteen Thousand Five Hundred (\$ 16,500.00) 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 Energy Marketing O-26-84 OSR Reclamation Project

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 15th day of December, 20 15.

Principal Seal

Sunrise Construction Company, Inc
(Name of Principal)

By Forrest K. Kelley
(Must be President, Vice President, or
Duly Authorized Agent)
Forrest K Kelley
Vice President
(Title)

Surety Seal

The Ohio Casualty Insurance Company
(Name of Surety)

Aksel Firat, Attorney-in-Fact

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

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

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

Certificate No. 7188583

American Fire and Casualty Company
The Ohio Casualty Insurance Company

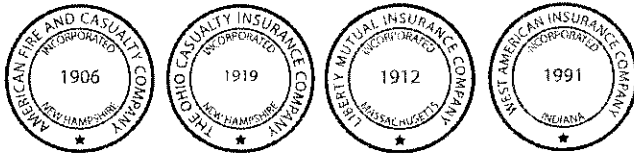
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron West; Aksel Firat; Buck Ford; James Bounds; Jason Ford

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of November, 2015.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of December, 20 15.



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

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

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

ENERGY MARKETING, INC.
PERMIT O-26-84
BID SCHEDULE

VENDOR NAME: Sunrise Construction Company, Inc.

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

[illegible]

BIDDER'S AUTHORIZED SIGNATURE:

DATE: 12/23/2015

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: _____

Contract Purpose: _____

Agency Requesting Work: _____

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: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____



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

STATE OF WEST VIRGINIA,

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

I, Forrest K. Kelley, after being first duly sworn, depose and state as follows:

1. I am an employee of Sunrise Construction Company, Inc.; and,
(Company Name)
2. I do hereby attest that Sunrise Construction Company, Inc.
(Company Name)

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

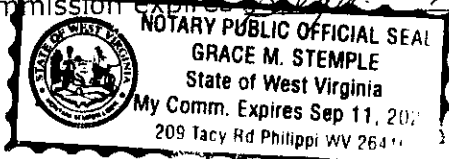
The above statements are sworn to under the penalty of perjury.

By: Forrest K. Kelley
Title: Vice President
Company Name: Sunrise Construction Company, Inc.
Date: 12/23/2015

Taken, subscribed and sworn to before me this 23rd day of December, 2015.

By Commission Expires Sept. 11, 2020

(Seal)



Grace M. Stemple
(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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Sunrise Construction Company, Inc.
(Company)

Forrest K. Kelley Forrest K. Kelley, Vice President
(Authorized Signature) (Representative Name, Title)

(304) 457-2109, (304) 457-2115, 12/23/2015
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP1600000026

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Sunrise Construction Company, Inc.
Company

James K. Kelly
Authorized Signature

12/23/2015
Date

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

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.

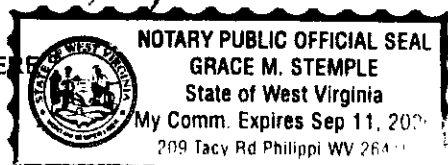
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: Sunrise Construction Company, Inc.Authorized Signature: *James K. Kelley* Date: 12/23/2015State of West VirginiaCounty of Barbour, to-wit:Taken, subscribed, and sworn to before me this 23rd day of December, 2015.My Commission expires Sept. 11, 2020, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

Grace M. Stemple



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: 149123

Doc Description: Addendum 01 Energy Marketing O-26-84 OSR Reclamation Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-12-08	2015-12-23 13:30:00	CRFQ 0313 DEP1600000026	2

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:

Sunrise Construction Company, Inc.

352 Matlick LN, PO Box 256

Mcatsville, WV 26405

(304)457-2109

FOR INFORMATION CONTACT THE BUYER

Beth Collins

(304) 558-2157

beth.a.collins@wv.gov

Signature X

FEIN # 55-0574415

DATE 12/23/2015

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

ADDITIONAL INFORMATION:**Construction/Reclamation****Addendum No. 01:**

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

1. To publish answers to vendor submitted questions.

2. To publish the mandatory pre-bid sign-in sheet.

The bid opening date will remain unchanged and will open on December 23, 2015 at 1:30 PM, EST.

No other changes.

CRFQ

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR THE RESTORATION AND RECLAMATION AND REPAIR FOR THE ENERGY MARKETING PROJECT, LOCATED IN BARBOUR COUNTY, WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS AND DOCUMENTATION.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobilization & Demobilization	1.00000	LS	\$24,252.00	\$24,252.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Mobilization & Demobilization (Shall not exceed 10% of TOTAL)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Construction Layout	1.00000	LS	\$12,126.00	\$12,126.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Construction Layout (Shall not exceed 5% of TOTAL)

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Quality Control	1.00000	LS	\$7,275.00	\$7,275.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Quality Control (Shall not exceed 3% of TOTAL)

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1 Site Preparation	1.00000	LS	\$12,126.00	\$12,126.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
4.1 Site Preparation (Shall not exceed 10% of TOTAL)

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.2 Constructed Access Road	360.00000	TON	\$26.00	\$9,360.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

4.2 Constructed Access Road

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.3 Access Road Rehabilitation	40.00000	TON	\$26.00	\$1,040.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

4.3 Access Road Rehabilitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.4 Gate	1.00000	LS	\$2,500.00	\$2,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

4.4 Gate

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.5 Initial Impoundment Dewatering	1.00000	LS	\$69,982.00	\$69,982.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
4.5 Initial Impoundment Dewatering

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.6 Additional Dewatering	5.00000	DAY	\$3,887.00	\$19,435.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
4.6 Additional Dewatering

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	5.1 18 Inch Silt Sock	200.00000	LF	\$12.30	\$2,460.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

5.1 18 Inch Silt Sock

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	5.2 Stone Construction Entrance	1.00000	EA	\$2,075.00	\$2,075.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

5.2 Stone Construction Entrance

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	5.3 Rock Check Dam	1.00000	EA	\$350.00	\$350.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

5.3 Rock Check Dam

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	5.4 Plywood Baffles	200.00000	LF	\$52.41	\$10,482.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
5.4 Plywood Baffles

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	6.0 Revegetation	2.50000	ACRE	\$1,800.00	\$4,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
6.0 Revegetation

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	7.1 42-inch HDPE Liner Pipe with Annular Grout	126.00000	LF	\$362.64	\$45,692.64

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

7.1 42-inch HDPE Liner Pipe with Annular Grout

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	7.2 Spillway Riser Assembly	1.00000	LS	\$10,000.00	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

7.2 Spillway Riser Assembly

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	8.0 Unclassified Excavation	1.00000	LS	\$58,000.00	\$58,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

8.0 Unclassified Excavation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	9.0 Utility Relocation (cost pass-through)	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
9.0 Utility Relocation (cost pass-through)

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:00 AM, EST	2015-11-19
2	Tech Question Submittal Deadline at 5:00 PM, EST	2015-11-23

DEP1600000026	Document Phase Final	Document Description Addendum 01 Energy Marketing O -26-84 OSR Reclamation Project	Page 10 of 10
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Sunrise Construction Company, Inc.

Contractor's License No. WV000421

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. 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. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

Bid Bond

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

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

_____ (M) _____

NOW THEREFORE

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _____ (N) day of _____ (O), 20____ (P).

Principal Seal

(R)

_____ (Q)
(Name of Principal)

By _____ (S)
(Must be President, Vice President, or Duly Authorized Agent)

_____ (T)
Title

Surety Seal

(U)

_____ (V)
(Name of Surety)

_____ (W)
Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Sunrise Construction Company, Inc
of Moatsville, West Virginia, as Principal, and The Ohio Casualty Insurance
Company of Keene, New Hampshire, a corporation organized and existing under the laws of the State of New Hampshire, with its principal office in the City of Keene, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Sixteen Thousand Five Hundred (\$ 16,500.00) 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 Energy Marketing O-26-84 OSR Reclamation Project

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 15th day of December, 20 15.

Principal Seal

Sunrise Construction Company, Inc
(Name of Principal)

By Forrest K. Kelley
(Must be President, Vice President, or
Duly Authorized Agent)
Forrest K. Kelley
Vice President
(Title)

Surety Seal

The Ohio Casualty Insurance Company
(Name of Surety)

Aksel Firat, Attorney-in-Fact

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

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

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

Certificate No. 7188583

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron West; Aksel Firat; Buck Ford; James Bounds; Jason Ford

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of November, 2015.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of December, 20 15.



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

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

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

ENERGY MARKETING, INC.
PERMIT O-26-84
BID SCHEDULE

VENDOR NAME: Sunrise Construction Company, Inc.

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

[illegible]

BIDDER'S AUTHORIZED SIGNATURE: Janet K. Kelly DATE: 12/23/2015

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: _____

Contract Purpose: _____

Agency Requesting Work: _____

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: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____



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

STATE OF WEST VIRGINIA,

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

I, Forrest K. Kelley, after being first duly sworn, depose and state as follows:

1. I am an employee of Sunrise Construction Company, Inc.; and,
(Company Name)
2. I do hereby attest that Sunrise Construction Company, Inc.
(Company Name)

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

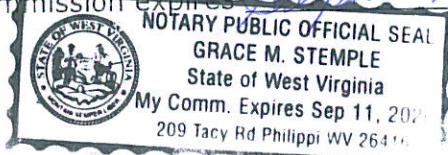
The above statements are sworn to under the penalty of perjury.

By: Forrest K. Kelley
Title: Vice President
Company Name: Sunrise Construction Company, Inc.
Date: 12/23/2015

Taken, subscribed and sworn to before me this 23rd day of December, 2015.

By Commission Expires Sept. 11, 2020

(Seal)



Grace M. Stemple
(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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Sunrise Construction Company, Inc.
(Company)

Forrest K. Kelley Forrest K Kelley, Vice President
(Authorized Signature) (Representative Name, Title)

(304)457-2109, (304)457-2115, 12/23/2015
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP1600000026

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Sunrise Construction Company, Inc.
Company


Authorized Signature

12/23/2015
Date

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

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.

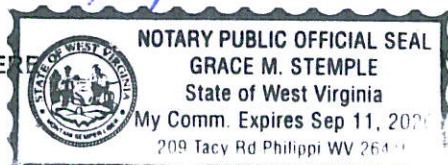
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: Sunrise Construction Company, Inc.Authorized Signature: *James K. Kelley* Date: 12/23/2015State of West VirginiaCounty of Barbour, to-wit:Taken, subscribed, and sworn to before me this 23rd day of December, 2015.My Commission expires Sept. 11, 2020, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

Grace M. Stemple