



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

# Request for Quotation

RFQ NUMBER  
 DEP14636

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 CHUCK BOWMAN  
 304-558-2157

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/03/2009				

BID OPENING DATE: 06/23/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE FAIRMONT (M SMITH) SUBSIDENCE RECLAMATION PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE ATTACHED PAGES NUMBERED 11 THRU 15 TO BE INSERTED BETWEEN PAGES 10 & 16 OF THE TECHNICAL SPECIFICATIONS AND PAGES NUMBERED 18 THRU 21 TO BE INSERTED BETWEEN PAGES 17 & 22 OF THE SAME SPECIFICATION SECTION.						
ALSO BE ADVISED THE CONTRACTOR HAS 90 DAYS TO COMPLETE THE PROJECT AFTER THE NOTICE TO PROCEED HAS BEEN ISSUED AND THE LIQUIDATED DAMAGES ARE HEREBY SET AT \$250.00 PER DAY.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 06/23/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14636

Bid Date: 6/23/09

Project: FAUCONPT (M. SMITH) SUB

Pre-Bid Date: 5/21/09

Name : DON Newell  
 Company: MOORE Concrete Pumping  
 Address: PO. Box 39  
Bridgetown, PA. 15017

Name : Lynn Crzyne  
 Company: HCP  
 Address: 701 Millers Run Road  
Cuddy, PA - 15031

Phone #: 412-221-4514  
 Fax #: 412-788-0900  
 Email : Elmer.Frazier@Comcast.net

Phone#: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email : \_\_\_\_\_

Name : ROSS KIRK  
 Company: MARCO Concrete  
 Address: 406 MAC CORKLE AVE  
ST. ALBANS WV 26177

Name : BRUCE Baillie  
 Company: HCP  
 Address: 701 Millers Run Road  
Cuddy Pa 15031

Phone #: 304-722-5438  
 Fax #: 304-201-2056  
 Email : Ross@marcoconcrete.com

Phone#: 412-257-1800  
 Fax #: 412-257-8380  
 Email : bbailie@howardconcretepumping.com

Name : Charlene Pretzel  
 Company: JL Pretzel Contracting  
 Address: 9 Belgian Est.  
Bruceston Mills WV 26525

Name : BRYAN LEATHERMAN  
 Company: J.F. Allen / Allen  
 Address: b.leatherman@jfallenco.com  
Po Box 3049  
Buckhannon, WV 26201

Phone #: 304-329-7789  
 Fax #: 304-329-7788  
 Email : prt2roc@aol.com

Phone#: 304-472-8890  
 Fax #: 8897  
 Email : \_\_\_\_\_

Name : DEAN DIBERT  
 Company: COASTAL DRILLING EAST  
 Address: 70 GUM SPRINGS RD  
MORGANTOWN WV 26508

Name : ALCON Concrete Supply  
 Company: Tony Closson  
 Address: Rt 2 Box 141  
Bridgeport WV 26330

Phone #: 304-291-0175  
 Fax #: 304-291-0671  
 Email : ddibert@shaftdrillers.com

Phone#: 304-669-0268  
 Fax #: 304-592-5411  
 Email : TClosson@JFAllenCo.com

the layout thereof, shall meet all applicable requirements of local, State and Federal regulations and codes, both safety and otherwise.

Equipment shall have sufficient instrumentation to accurately control and monitor the pressure, flow, and volume of concrete/grout placed. Payment will not be made for excessive material injected due to inadequate control by the **Contractor**. The inside diameter of all hoses and supply lines shall not be less than 2.0 inches. Approval by the **WVDEP** must be secured if it is desired to use transit mixers with chutes to supply material to the fill hole. If such a procedure is considered, a funnel with a stiff rubber trunk, from 2 to 5 feet in length, shall be used to direct the material into the orifice in the absence of a tremie tube. The **WVDEP** may require the use of a tremie tube to tremie the material into the hole, depending on the subsurface water conditions. The tremie tube shall have a minimum inside diameter of 3 inches. The type and use of hole casing material, recommended to minimize overburden obstructions in the shaft, is at the **Contractor's** discretion based on prior **WVDEP** approval and consideration of the use of a tremie tube. Any hole that is lost, obstructed, or otherwise damaged due to mechanical failure of equipment/machinery, obstructions due to improper casing procedures, or inadequate/improper grout supply, shall be replaced by one or more holes at the discretion of the **WVDEP**, at the **Contractor's** expense.

- 5.2.2. Grout and concrete will be composed of a mixture of cement, flyash, and water, as well as aggregate for the concrete, as the subsurface conditions dictate. Grout and concrete shall be composed of the specified unit materials to achieve a 28-day compressive strength of at least 500 psi. All cement used on site shall consist of Portland Type II Cement. Flyash shall conform to ASTM C618-80 except for uniformity, and shall be stored to protect from dampness. The **Contractor** shall secure **WVDEP** approval of the flyash source prior to transporting said material. Water shall be as clean as possible and relatively free of deleterious substances such as solids, organics, sewage, oils, etc. Aggregate used for the concrete mix shall consist of No. 67 stone, or No. 57 stone if No. 67 stone is not readily available at the concrete plant. Supplemental air entrainment additives or plasticizers are not required and may only be used after securing **WVDEP** approval. An accelerator shall be added to the concrete or grout mix at the direction of the **WVDEP**.

The grout and concrete mixes shall be varied to meet the specific characteristics of each hole and shall be governed by the site specific subsurface conditions encountered during the drilling process. Concrete is to be the primary filling constituent whenever open voids greater than 2 feet in thickness are encountered. The grout and concrete consistency shall be varied by altering the quantity of water in the mix. This will allow for grout quantity modifications during the filling process and may minimize the need for grout material staging. Concrete shall be placed with a slump in the range of 4 to 6 inches. The **WVDEP** reserves the right to alter the mixes during placement, and may request that the mix be modified at their discretion, based on the "take" of each hole and the apparent set time of the filling material. Injection holes that require a large

take shall have coarse or fine aggregate placed in the injection hole to reduce the volume of concrete or grout, respectively, necessary to fill the hole. Coarse aggregate shall consist of No. 57 Stone. Fine aggregate shall consist of No. 8 Limestone. Aggregates are subject to the requirements stated in Section 604 of the WVDOT-DOH Standard Specifications – Roads and Bridges.

- 5.2.3. Methane monitor(s) shall be maintained in good operating condition, including calibration, for the life of the project. Repair and/or replacement of monitor(s) shall be made within 24 hours of notice from the **WVDEP**. If methane is detected above one (1) percent anywhere in the proximity of the project site, the **Contractor** shall provide for the installation of suitable standpipes, flame arrestors, and all other required equipment for abatement of the methane. There will be no separate payment or additional compensation to the **Contractor** for this service.
- 5.2.4. Conventional video recorders for baseline survey purposes.
- 5.2.5. Conventional down-hole camera for drilling and filling visual assessment purposes.

### 5.3 CONSTRUCTION METHODS

The holes shall be laid out in the field with survey methods at the locations shown on the project plan. The holes have been located with consideration given to known overhead and underground utilities; however, holes may have to be offset or battered because of these surface site features due to equipment type, new construction, pertinent safety regulations, or other unanticipated conditions. See Section 7 of these specifications for details regarding utility locations. Holes which must be relocated can only be offset after approval is granted by the **WVDEP**. The **Contractor** shall utilize mats to minimize damage caused by the drilling equipment moving on streets, crossing sidewalks, and in the lawn areas. Equipment **shall not** be operated on the driveway under any conditions. In addition, the **Contractor** shall get the approval of the **WVDEP** for all grout line locations.

All holes may be drilled prior to initiating the filling operations, given adequate surface and subsurface protection is provided unless directed otherwise by the **WVDEP**. The holes shall be drilled to a depth of 2 feet past the base of the coal seam or top of mine pavement. The **WVDEP** will require at least one (1) offset hole be drilled whenever a full seam thickness of coal is encountered. The grout is to be staged, and most likely tremied, with no more than 50 cubic yards placed in any one hole on any given day. When open voids greater than 2 feet in thickness are encountered, or as deemed necessary by the **WVDEP**, concrete shall be used as the injection material.

The **Contractor** shall drill the holes with bits and stabilizers that will provide full-diameter vertical and angled holes. The battered holes shall be drilled at a position from vertical, in the direction shown on the plans unless directed otherwise by the **WVDEP**, with the range of inclination to be between 5° and 35°. Water encountered in the drilling process and carried to the surface with the

cuttings shall be contained and filtered with the use of straw bales or other types of control units approved of by the **WVDEP**. The sediment barriers shall be constructed at locations dictated by the **WVDEP**. Water shall be discharged in a manner subject to approval by the **WVDEP**. Cuttings and dust sludge shall be cleaned from the hole area immediately upon completion of drilling and wasted in an approved, offsite area. Disposal of the drilling cuttings within the yard areas is disallowed. It shall be the responsibility of the **Contractor** to protect all drilled and cleaned holes from debris until completion of the grout installation. Any required cleaning of the hole after initial drilling and filling shall be at the **Contractor's** expense.

Should any materials that could be considered objectionable, toxic, or otherwise hazardous be encountered during the course of this work, those materials shall be isolated, recovered, transported, and disposed of in a manner subject to approval by the **WVDEP**. The **Contractor** must strictly adhere to all applicable Federal, State, and local laws/regulations while executing any and all tasks required to eliminate such materials or substances.

- 5.3.1. Drilling/Casing Through Soil: Each hole drilled shall be protected from caving and/or becoming clogged or obstructed. Holes drilled through the soil overburden shall have a casing keyed sufficiently into rock to exclude all overburden and be watertight. Any hole that becomes clogged or obstructed for any reason prior to completion shall be cleaned out in a satisfactory manner, or another hole provided, at the **Contractor's** expense. Casing required for the holes shall be of sufficient size to accommodate the size of bit required for drilling the minimum diameter hole in rock. Casing shall be installed in alignment with the hole. All pipe and fittings required for the casing shall be furnished, handled, and installed by the **Contractor**.

All effluent resulting from the drilling operations shall meet Federal and State discharge regulations. Casing shall extend a minimum of 6 inches above the ground surface wherever possible during drilling/filling of the hole. Other provisions for any holes performed in paved areas are to be provided by the **Contractor**, subject to approval by the **WVDEP**. The casing shall be left in-place until completion of the hole, and can be removed in conjunction with the grout placement. Holes left open for injection at a later time shall have hole covers provided.

- 5.3.2. Drilling Through Rock: The minimum nominal diameter of rotary holes in rock shall be six (6) inches, plus or minus 1/4 inch. Plug or non-coring bits may be used. Downhole hammers will not be permitted unless approval is secured from the **WVDEP**. The use of grease or other lubricants on the drill rods or in the drill holes will not be allowed. Holes shall be drilled to 2 feet past the pavement elevation or to depths as directed by the **WVDEP**. Broken rock may be encountered, which could require additional advancement of the casing if the situation arises. After casing advancement, holes shall be washed to remove all mud and cuttings adhering to the sides of the casing/borings. Washing may be performed with water from a hose directed into the top of the hole, or by other means acceptable to the **WVDEP**.

Holes which encounter coal pillars shall be terminated and filled with grout as described in Section 5.3.3, but will require offsetting and drilling one or more additional holes or drilling a battered hole at the same location. The offset location, direction, and number of holes will be subject to approval by the **WVDEP** prior to drilling of the additional offset hole(s).

- 5.3.3. Grout & Concrete Placement: The holes shall be filled in a numerical order, beginning with Hole #1 and progressing upward. All filling will require use of a pump and tremie tube unless directed otherwise by the **WVDEP**. **All grout and concrete shall be staged at maximum 50 cubic yard intervals, with this requirement based on the subsurface conditions encountered and the take of each hole, and as directed by the on-site WVDEP inspector.** A down-hole camera will be provided as requested by the **WVDEP** to visually assess drilling and/or filling activities. Additionally, all holes shall be sounded prior to injection. A written record of findings shall be maintained and a copy provided to the **WVDEP**.

Once the portion of the hole within the mine workings is filled, the remainder of the hole shall be filled with the same type of filling material being used, providing an adequate head to ensure that any voids present in the upper rock or soil overburden are filled in the vicinity of the hole location.

The final grout/concrete elevation shall be adjusted to within minus 0.5 to minus 0.3 feet of the ground surface. The final grades shall be achieved with topsoil. All filled injection holes are to have the casing removed or cut off one (1) foot below the regraded surface and all concrete or grout is to be cleaned up immediately following filling.

Washing out or cleaning of pump lines and tremie tubes will not be allowed into an injection hole. All supply lines shall be cleared at the end of the day's injection with a *pig* or *rabbit*.

Grout/concrete elevations shall be monitored for any sudden drop in elevation, or "bleeding," for a minimum of 24 hours after completion, and adjusted if any observable difference in elevation is realized. The holes will require temporary covers until they are completed with the topsoil. Monitoring and covering of the holes is the responsibility of the **Contractor**.

Quality control shall be the responsibility of the **Contractor** in accordance with Section 3 of these specifications. Qualified personnel shall be provided by the **Contractor** for the operation of equipment. The **Contractor** shall have a competent superintendent, satisfactory to the **WVDEP**, on-site at all times during working hours with full authority to act for him.

The **Contractor** shall provide for the monitoring of structures within the project area, and any other structures as determined by the **WVDEP**,

prior to, as well as during, all drilling and material placement activities. The purpose of the monitoring is verify or refute potential claims alleging damages arising from the drilling or filling activities, and to detect any potential for, or initiation of, damages related to the drilling are due to grout migration and/or inadvertent filling pressures. All property located within, or directly adjacent to, the construction limits shall be thoroughly examined and recorded on video tape to document any baseline damages prior to commencement of the work. These physical inspections are to be visually recorded for documentation and reference purposes, and an unedited copy of the videotape must be submitted to the WVDEP. The **Contractor** is responsible for any and all damages occurring during the drilling and filling operations.

#### 5.4 METHOD OF MEASUREMENT

The method of measurement for determining the quantity of work performed shall be per foot of material drilled, per cubic yard of grout or concrete placed, per pound of accelerator used, per linear foot of confirmation drilling conducted, and per hour of down-hole camera work provided. The drilling measurements will be in lineal feet from the surrounding ground surface to the actual depth drilled as measured along the axis of the hole, to a maximum of two (2) feet below the bottom of the coal. This shall include the cost of furnishing all labor, materials, pipe, casing, tools, water, and equipment required for drilling, grouting, sampling, and backfilling the holes including all incidental work (e.g. video documentation of surface structures) connected therewith.

#### 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 doing all the work described herein in a workmanlike and acceptable manner, including the furnishing of all labor, materials, tools, equipment, supplies, installation of casing, cleaning of holes, sediment removal, monitoring and all incidentals necessary to complete the work.

#### 5.6 PAY ITEMS

Item 5.1 **Drilling**, per linear foot.

Item 5.2 **Grout**, per cubic yard.

Item 5.3 **Concrete**, per cubic yard.

Item 5.4 **Coarse Aggregate**, per ton

Item 5.5 **Fine Aggregate**, per ton

Item 5.6 **Confirmation Drilling**, per linear foot.

Item 5.7 **Down-hole Camera**, per hour.



Percent germination  
 Date of germination testing  
 Weed seed content (must be < 0.25% by weight)

6.3.5. **Lawn Seed Mixture:** The entire area of disturbance shall be reseeded using the following lawn seed mixture.

Requirements		Minimum Specifications	
Rate (lbs/1,000 sq ft)	Seed Variety	Germination (%)	Purity (%)
0.45	Red Fescue (Pennlawn)	98	85
0.90	Kentucky Bluegrass	85	75
0.70	Alphia Bluegrass	90	75
0.20	Annual Ryegrass	95	85

*Use Annual Ryegrass only in mixtures seeded after August 1 and May 15*

6.3.6. **Mulch:** Mulching procedures shall take place immediately following seeding operations. Mulch shall consist exclusively of straw.

Straw mulch shall include baled wheat or oats straw. Straw mulch shall be dry and reasonably free of weed seeds, sticks, or other foreign material. If the straw bales used for the sediment control barrier are not contaminated with sediment or filling materials, they can be utilized for mulch at the approval of the **WVDEP**. Straw mulch shall be applied at a rate of two (2) tons/acre.

Water for hydroseeding shall be reasonable free of injurious and toxic substances harmful to plant life. The water source is subject to approval by the **WVDEP**.

**6.4 MAINTENANCE OF SEEDED AREAS**

The **Contractor** shall maintain all seeded areas during construction and for the one-year maintenance period. All areas shall be protected from any further equipment traffic and damaged areas shall be repaired and reseeded. Maintaining seeded areas shall consist of watering, refilling, refertilizing, reliming, reseeded, and remulching erosion gullies and all bare areas.

**6.5 SECOND AND THIRD STEP SEEDING**

A second and third step seeding may be required. If the second and third step seeding is required, it shall be performed prior to the final inspection date and will be part of the contract. If additional seeding is required during the one-year guarantee period, then the **Contractor** is responsible for this cost. The following information should be used as a guide for second and third step seeding.

- 6.5.1. **Second Step Seeding**: For areas with less than a 50% stand, or subject to severe erosion, apply the total amount of seed, fertilizer, lime, and mulch as initially specified. For areas with over a 50% stand, apply one-half of the original fertilizer, lime, and seed. If erosion is a problem, apply one-half the original mulch previously specified.
- 6.5.2. **Third Step Seeding**: The third step seeding shall consist of spot applications on areas not showing a satisfactory stand. This seeding shall take place at the next defined seeding period following the second step application. The material quantities to be applied shall be consistent with those specified above for Second Step Seeding.

## 6.6 **RESTORATION CONSTRUCTION REQUIREMENTS**

During construction, the **Contractor** shall exercise care and take the necessary steps to protect all shade/yard trees and shrubs, and landscaping areas, to the greatest extent possible, and ensure that disturbance to adjoining properties is not realized or at least kept to a minimum.

All repairs and/or replacements for site restoration shall be done to industry standards, per **WVDEP** requirements, with the work subject to approval of the **WVDEP**. The **Contractor** must secure **WVDEP** approval prior to any trees or shrubs being cut or removed and/or before any landscaping or fencing is removed. Existing site features or structures (e.g. walkways, sidewalks, retaining walls, etc.), removed, disturbed or damaged during construction, shall be repaired, restored or fully replaced to a condition equal to or better than existed prior to construction activities, and as directed by the **WVDEP**.

## 6.7 **MEASUREMENT AND PAYMENT**

Measurement and payment for all site revegetation and restoration as specified herein shall be by the lump sum bid for "Revegetation and Site Restoration." This is to include revegetation, replacement of trees or shrubs that may be disturbed or damaged, and replacement of any other site features that may be damaged or disturbed during the course of work.

## 6.8 **BASIS OF PAYMENT**

The quantities of work completed will be paid per lump sum bid for "Revegetation and Site Restoration", 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 necessary to complete the work. Temporary seeding, and Second and Third Step Seeding, as required, shall be incidental to "Revegetation and Site Restoration". No separate payment will be made for any seeding operations.

## 6.9 **PAY ITEM**

Item 6.1, *Revegetation and Site Restoration*, per lump sum.

**UTILITIES**

**7.1**    **DESCRIPTION**

The **Contractor** shall be solely responsible for making all necessary arrangements and performing any required work to the satisfaction of the affected utility companies and the **WVDEP**, in connection with any disturbances/disruptions within utility rights-of-ways, or to transmission lines and residential services. No utility disruption or temporary/permanent relocations are anticipated or expected.

The **Contractor** is solely responsible for all utility locations within the limits of the work area. Utility locations presented on the plans are based on information provided by the respective utility owners, identified in the field with survey methods, and are only as accurate as the base information and location methods imply. The utility alignments presented should be considered for reference purposes only. In no way should these utility locations be fully accepted as actual and true conduit alignments. The **Contractor** shall notify pertinent companies and municipalities well in advance of commencing the work, to allow them sufficient time to re-establish the previously identified field locations. Miss Utility of West Virginia shall be contacted at least 72 hours in advance of construction for field location verification.

A listing of site utilities is presented below for reference purposes:

<b>WATER &amp; SEWER</b>	<b>TELEPHONE</b>	<b>CABLE TV</b>
City of Fairmont Contact: Mr. Rossi Wilson P.O. Box 1428 Fairmont, WV 26555-1428 (304) 366-6231, ext. 226	Verizon Contact: Repairs (800) 275-2355	Time Warner Cable Contact: Repairs 507 Rosebud Plaza Clarksburg, WV 26301 (866) 625-5007
<b>ELECTRIC</b>		<b>GAS</b>
Allegheny Power (866) 523-4081 (800) 255-3443		Dominion Hope Gas Company Contact: Mr. Todd Sackett 2800 Industrial Park Drive Morgantown, WV 26501 (304) 581-5836

**7.2**    **MATERIALS**

All materials used for utility related disturbance shall be in accordance with the specifications set forth by the affected utility company.

**7.3**    **CONSTRUCTION METHODS**

All work shall be in accordance with the specifications set forth by the affected utility company.

**7.4 METHOD OF MEASUREMENT**

The **Contractor** will not bid on utility related work. Payment will not be provided for any utility disturbance/disruption since it is the **Contractor's** responsibility to locate all utilities, and offset or incline any holes (given approval by the **WVDEP** is provided) to avoid disturbance.

**7.5 PAY ITEM**

None. Do not provide a price for this item in the Bid Schedule. If there is any required utility relocation, previously approved by the **WVDEP** prior to work, such work will be paid for at the actual cost for the relocation. Invoices for work performed under these conditions are subject to approval by the **WVDEP**.