



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
DEP15176

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/03/2010				

BID OPENING DATE: **11/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE BUFFALO COAL COMPANY PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, REVISED SCOPE OF WORK, REVISED SPECIFICATIONS, AND REVISED BID SCHEDULE SHEETS RESULTING FROM THE MANDATORY ON-SITE PRE-BID DATED 10/13/2010.</p> <p>BID OPENING DATE & TIME ARE EXTENDED FROM 11/10/2010 TO 11/16/2010 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p> <p>RECLAMATION: RESTORATION OF LAND</p> <p>***** THIS IS THE END OF RFQ DEP15176 ***** TOTAL:</p>						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

DEP15176

Addendum No. 1

The scope of work for Buffalo Coal Company, Inc. S-2004-02 Now Reads— 6. Prior to any other construction on site, Pond 1 shall be cleaned to a water depth of 5.8 feet and Pond 2 shall be cleaned to a water depth of 5.0 feet, and Stormwater Pond 3 shall be constructed. Two floating baffle curtains shall be installed in Pond 1 and two floating baffle curtains shall be installed in Pond 2. Pond 1 and Pond 2 shall each have 36 inch diameter perforated riser pipes with 36 inch diameter conduit pipes installed for 50% dry and 50% wet storage for stormwater management. Each perforated riser pipe shall be fitted with a trash rack and an anti-vortex plate. Location and number of perforations for each riser pipe are described on attached drawings. Onto each perforated riser pipe there shall be welded a 36 inch diameter conduit pipe and the conduit pipe shall be placed on a sufficient grade to discharge into limestone rip-rap emergency spillway or existing rip-rap spillway. Additional limestone rip-rap shall be used to convey water from conduit outlets to spillways. Flow line of emergency spillways to be the same elevation as the top of the perforated riser pipes. All pipe shall be in good condition with a minimum wall thickness of 0.302 inches. Minimum of 1 foot of freeboard shall be required above top of emergency spillways. Rip-Rap emergency spillways shall extend from inside toe of dike, across the dike and intersect existing rip-rap spillway. Each rip-rap emergency spillway shall have a concrete seepage cutoff trench poured in place as shown on attached drawings. (See Attached Drawings) The cleaning of Pond 1 and Pond 2, installation of perforated riser pipes, conduits, limestone rip-rap emergency spillways, additional limestone rip-rap, concrete seepage cutoff trenches, floating baffle curtains and any work associated with removal of these items, shall be incidental to and included in the cost of regrading.

The scope of work for Buffalo Coal Company, Inc. S-2004-02 Shall Read— 6. Prior to any other construction on site, Pond 1 shall be cleaned to a water depth of 5.8 feet and Pond 2 shall be cleaned to a water depth of 5.0 feet. Two floating baffle curtains shall be installed in Pond 1 and two floating baffle curtains shall be installed in Pond 2. The cleaning of Pond 1 and Pond 2, floating baffle curtains and any work associated with removal of these items, shall be incidental to and included in the cost of regrading.

The scope of work for Buffalo Coal Company, Inc. S-2004-02 Now Reads— 7. Construct Stormwater Pond 3. Stormwater Pond 3 shall be approximately 475 feet long, 250 feet wide at water level. Water depth shall be a minimum of 5 feet with a minimum of 4 foot of freeboard. Interior and exterior side slopes of dike shall be no steeper than 2 horizontal to 1 vertical. Two floating baffle curtains shall be installed in Stormwater Pond 3. Stormwater Pond 3 shall have three 36 inch diameter perforated riser pipes, each having a 36 inch diameter conduit pipe installed to allow for 50% dry and 50% wet storage for stormwater management. Each perforated riser pipe shall be fitted with a trash rack and anti-vortex plate. Location and number of perforations for riser pipes are described on attached drawings. Onto each perforated riser pipe, a 36 inch diameter conduit shall be welded and placed on a sufficient grade to discharge into limestone rip-rap emergency spillway. Additional limestone rip-rap shall be used to convey

water from conduit outlets to the limestone rip-rap emergency spillway. Flowline of emergency spillway shall be the same elevation as the top of the perforated riser pipes. All pipe shall be in good condition with a minimum wall thickness of 0.302 inches. A minimum of 1 foot of freeboard shall be required above top of the limestone rip-rap emergency spillway. Rip-rap emergency spillway shall extend from inside toe of dike, across the dike, and extend beyond the outside toe of the dike for 20 feet. Each rip-rap emergency spillway shall have a concrete seepage cutoff trench poured in place as shown on attached drawings. (See Attached Drawings) Stormwater Pond 3 shall remain in place until a minimum of 154 acres within Area A of S-2004-02 and Area B of S-100-84 have a uniform permanent vegetation with a density of 70%. At that time, Stormwater Pond 3 shall be no longer necessary and Wetland Cell 4 and Wetland Cell 5 shall be constructed within the Stormwater Pond 3 area. The installation of perforated riser pipes, conduits, limestone rip-rap emergency spillway, additional limestone rip-rap, concrete seepage cutoff trench, floating baffle curtains and any work associated with removal of these items, shall be incidental to and included in the cost of Stormwater Pond 3.

NOTE: All floating baffle curtains on this project shall be Aer-Flo, Inc. Tough Guy Turbidity Barrier Type 2 DOT (or equivalent) with 22 ounce vinyl coated polyester fabric, aluminum stress plates at the top and bottom corners, 5/16 inch galvanized ballast chain, and a 5/16 inch vinyl coated galvanized steel topload cable. The 5/16 inch vinyl coated galvanized steel topload cable (or equivalent) shall be extended out to the point of anchorage. Point of anchorage shall be a 48 inch long t-post or equivalent. Upon installation, floating baffle curtains shall have a submerged depth of 48 inches below the water surface. Floating baffle curtains shall be folded up and left on site for future use by WVDEP, upon removal from Pond 1, Pond 2, and Stormwater Pond 3.

The scope of work for Buffalo Coal Company, Inc. S-2004-02 Shall Read—7. NOTE: All floating baffle curtains on this project shall be Aer-Flo, Inc. Tough Guy Turbidity Barrier Type 2 DOT (or equivalent) with 22 ounce vinyl coated polyester fabric, aluminum stress plates at the top and bottom corners, 5/16 inch galvanized ballast chain, and a 5/16 inch vinyl coated galvanized steel topload cable. The 5/16 inch vinyl coated galvanized steel topload cable (or equivalent) shall be extended out to the point of anchorage. Point of anchorage shall be a 48 inch long t-post or equivalent. Upon installation, floating baffle curtains shall have a submerged depth of 48 inches below the water surface. Floating baffle curtains shall be folded up and left on site for future use by WVDEP, upon removal from Pond 1 and Pond 2.

The scope of work for Buffalo Coal Company, Inc. S-2004-02 Now Reads—12. NOTE: Any water impounded in pits shall be pumped out prior to backfilling. The water shall be pumped and discharged through Pond 1 and/or Pond 2 and/or Stormwater Pond 3. Water quality parameters of less than 35 mg/l total suspended solids and pH of between 6.0 and 9.0 shall be maintained prior to water entering Pond 1 and/or Pond 2 and/or Stormwater Pond 3. Any time a pump is running on site, responsible personnel shall be provided to ensure water quality. The cost of pumping and any necessary water treatment shall be incidental to and included in backfilling.

The scope of work for Buffalo Coal Company, Inc. S-2004-02 Shall Read—12. NOTE: Any water impounded in pits shall be pumped out prior to backfilling. The water shall be pumped and

discharged through Pond 1 and/or Pond 2. Water quality parameters of less than 35 mg/l total suspended solids and pH of between 6.0 and 9.0 shall be maintained prior to water entering Pond 1 and/or Pond 2. Any time a pump is running on site, responsible personnel shall be provided to ensure water quality. The cost of pumping and any necessary water treatment shall be incidental to and included in backfilling.

The scope of work for Buffalo Coal Company, Inc. S-2004-02 Now Reads—38. Regrade and revegetate approximately 240 acres of disturbance, this shall include all areas of deficient vegetation. Note: In order to comply with stormwater management, stabilization measures shall be initiated as soon as practical 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.

The scope of work for Buffalo Coal Company, Inc. S-2004-02 Shall Read—38. Regrade and revegetate approximately 240 acres of disturbance, this shall include all areas of deficient vegetation. The actual seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner.

The scope of work for Buffalo Coal Company, Inc. S-2004-02 Now Reads—40. Upgrade Pond 2. Remove stormwater riser and conduit assemblies. Remove all accumulated sediment down to solid. Create 4 wetland cells within Pond 2, this will require placing suitable fill material and/or lowering water level within Pond 2. Earthen berms shall be put in place to create the 4 wetland cells. Each berm shall have a 10 foot top width and 3 horizontal to 1 vertical slope on its upstream and downstream faces. Wetland Cells shall have a maximum water depth of 18 inches and a minimum water depth of 12 inches in areas outside of the Type 9 Ditch running through the cell. Grading shall be done to produce a variety of depths within the cell, between the minimum and maximum depths. A Type 5 Ditch shall enter and exit each cell with Type 9 Ditch running through the bottom of the cells. A concrete cutoff trench shall be placed within the Type 5 Ditch exiting each Wetland Cell, to maintain the required water depth. Concrete cutoff trenches shall be incidental to and included in Type 5 Ditch and Type 9 Ditches shall be incidental to and included in the Upgrade of Pond 2. Wetland area created in Pond 2 shall total 2.4 acres.

The scope of work for Buffalo Coal Company, Inc. S-2004-02 Shall Read—40. Upgrade Pond 2. Remove all accumulated sediment down to solid. Create 4 wetland cells within Pond 2, this will require placing suitable fill material and/or lowering water level within Pond 2. Earthen berms shall be put in place to create the 4 wetland cells. Each berm shall have a 10 foot top width and 3 horizontal to 1 vertical slope on its upstream and downstream faces. Wetland Cells shall have a maximum water depth of 18 inches and a minimum water depth of 12 inches in areas outside of the Type 9 Ditch running through the cell. Grading shall be done to produce a variety of depths within the cell, between the minimum and maximum depths. A Type 5 Ditch shall enter and exit each cell with Type 9 Ditch running through the bottom of the cells. A concrete cutoff trench shall be placed within the Type 5 Ditch exiting each Wetland Cell, to maintain the required water depth. Concrete cutoff trenches shall be incidental to and included in Type 5 Ditch and Type 9 Ditches shall be incidental to and included in the Upgrade of Pond 2. Wetland area created in Pond 2 shall total 2.4 acres.

The scope of work for Buffalo Coal Company, Inc. S-2004-02 Now Reads—41. Upgrade Pond 1. Remove stormwater riser and conduit assemblies. Remove all accumulated sediment down to solid. Create 2 wetland cells within Pond 1, this will require placing suitable fill material and/or lowering water level within Pond 1. Grading shall be done to produce a variety of depths within the cell, between the minimum and maximum depths. An earthen berm shall be put in place to create the 2 Wetland Cells. The berm shall have a 10 foot top width and 3 horizontal to 1 vertical slopes on its upstream and downstream faces. Wetland Cells shall have a maximum water depth of 18 inches and a minimum water depth of 12 inches in areas outside of the Type 9 Ditch running through the cell. Grading shall be done to produce a variety of depths within the cell, between the minimum and maximum depths. A Type 5 Ditch shall enter and exit each cell with Type 9 Ditches running through the bottom of the cells. A concrete cutoff trench shall be placed within the Type 5 Ditch exiting each Wetland Cell, to maintain the required water depth. Concrete cutoff trenches shall be incidental to and included in Type 5 Ditch and Type 9 Ditch shall be incidental to and included in upgrade of Pond 1. Wetland area created in Pond 1 shall total 0.9 acres.

The scope of work for Buffalo Coal Company, Inc. S-2004-02 Shall Read—41. Upgrade Pond 1. Remove all accumulated sediment down to solid. Create 2 wetland cells within Pond 1, this will require placing suitable fill material and/or lowering water level within Pond 1. Grading shall be done to produce a variety of depths within the cell, between the minimum and maximum depths. An earthen berm shall be put in place to create the 2 Wetland Cells. The berm shall have a 10 foot top width and 3 horizontal to 1 vertical slopes on its upstream and downstream faces. Wetland Cells shall have a maximum water depth of 18 inches and a minimum water depth of 12 inches in areas outside of the Type 9 Ditch running through the cell. Grading shall be done to produce a variety of depths within the cell, between the minimum and maximum depths. A Type 5 Ditch shall enter and exit each cell with Type 9 Ditches running through the bottom of the cells. A concrete cutoff trench shall be placed within the Type 5 Ditch exiting each Wetland Cell, to maintain the required water depth. Concrete cutoff trenches shall be incidental to and included in Type 5 Ditch and Type 9 Ditch shall be incidental to and included in upgrade of Pond 1. Wetland area created in Pond 1 shall total 0.9 acres.

The scope of work for Buffalo Coal Company, Inc. S-100-84 Now Reads—69. Remove any and all debris from Area F. This shall include but is not limited to buildings, box trailers, tires, etc. Contractor must provide documentation of proper disposal. This work shall be incidental to and included in the cost of structure and debris removal.

The scope of work for Buffalo Coal Company, Inc. S-100-84 Shall Read—69. Remove any and all debris from Area F. This shall include but is not limited to buildings, box trailers, tires, etc. Contractor must provide documentation of proper disposal. This work shall be incidental to and included in the cost of regrading.

The scope of work for Buffalo Coal Company, Inc. S-100-84 Now Reads—74. Remove and properly dispose of all debris found on site. Contractor shall provide documentation of proper disposal.

The scope of work for Buffalo Coal Company, Inc. S-100-84 Shall Read—74. Remove and properly dispose of all debris found on site. Contractor shall provide documentation of proper disposal. This work shall be incidental to and included in the cost of regrading.

The scope of work for Buffalo Coal Company, Inc. S-100-84 Now Reads—75. Regrade and revegetate 269 acres of disturbance, this shall include all area of deficient vegetation. Note: In order to comply with stormwater management, stabilization measures shall be initiated as soon as practical 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.

The scope of work for Buffalo Coal Company, Inc. S-100-84 Shall Read—75. Regrade and revegetate approximately 269 acres of disturbance, this shall include all areas of deficient vegetation. The actual seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner.

Buffalo Coal Company, Inc. S-2004-02 and S-100-84, Bid Schedule page numbers 23 and 29, and Specifications page number 38, shall be removed and replaced with the enclosed Bid Schedule pages numbered 23 and 29, and Specifications page numbered 38 labeled "**Revised 10/13/10**".

In the Request For Quotation attached drawings, pages 53, 54, 55, 56, 57, and 58 shall be removed from the bid package completely.

Pre-Bid Conference
10/13/10
Questions and Answers

Q1. Referring to structure and debris removal. Structure and debris removal is noted in the scope of work as incidental to regrading, but is shown as an individual bid item. Which way will it be paid?

A1. Structure and debris removal shall be incidental to and included in the cost of regrading, the bid schedules have been changed by addendum to reflect this.

Q2. Referring to piles containing wetland substrate. Which piles contain the wetland substrate material?

A2. The wetland substrate piles are the big, long piles with the brush growing on them.

Q3. Referring to wetland cells. Will you provide a copy of the acreage for each cell to be constructed?

A3. The approximate acreages are listed in the bid schedule.

Q4. Referring to revegetation. If you are not going to be working in an area for more than 21 days you have to seed it?

A4. Refer to the addendum revising scope of work numbers 38 and 75 for revegetation details.

Q5. Referring to the upgrade of Pond 1 and Pond 2. What type of ditch runs across the berms between the cells in Pond 1 and Pond 2?

A5. A Type 5 Ditch shall enter and exit each cell with a Type 9 Ditch running through the bottom of each cell.

Q6. Referring to regrading or retracking. Is this area we are standing on needing regraded?

A6. Yes, the vegetation is not sufficient and the area will at minimum need retracked, which will be considered regrading.

Q7. Referring to dewatering areas for backfilling and regrading. Can you pump water from these areas to these cells?

A7. Yes, you may pump to an existing ponded area, or Pond 1, or Pond 2.

Q8. Referring to floating baffle curtains. Is there a spacing given for placement of floating baffle curtains in Pond 1 and Pond 2?

A8. Yes, the specified number of curtains shall be evenly spaced throughout each pond.

Q9. Referring to dewatering for regrading and backfilling. Is there a water quality requirement for the water pumped out prior to backfilling and regrading?

A9. Yes, less than 35 mg/l suspended solids and a pH of between 6.0 and 9.0.

Q10. Referring to regrading and revegetation. Is the area we walked through with good vegetation and some trees, is that going to be tracked and revegetated?

A10. Refer to your supplement map, provided to you at the pre-bid conference, for the areas to be worked (regraded and revegetated) to put together your bid.

Q11. Referring to the use of the haulroad for equipment movement. Is there any trouble bringing equipment down the road by the deep mine permit?

A11. No, the roads were part of this permit when it was active, the only road you cannot tram equipment down is the road by the camp.

Q12. Referring to the sediment ditch in Area D. Are you going to regrade and pull that ditch back in?

A12. No, we just want to regrade it or track it enough to revegetate it.

15.0 & 32.0 CULVERTS

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

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

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

The culvert shall be covered with a minimum of twelve (12) inches of material. Payment shall be for length of culvert installed, and any riprap for rock aprons, headwalls and endwalls shall be incidental to this bid item.

5.0 & 21.0 STRUCTURE AND/OR DEBRIS REMOVAL

All existing man-made items particular to the site and not to be utilized in the total reclamation of this site shall be demolished (if necessary) and disposed of in a legal manner. All iron, steel, aluminum, or any other metal, plastic, or any other man made material, including but not limited to I-Beams, Angle Iron, Channel Iron, Corrugated Metal, Flat Metal, Floc Drums, Grease Drums, Pipe or Conduit is to be dismantled, removed and properly disposed of off site and according to state, local, and federal requirements

17.0 & 31.0 SAMPLE, ANALYZE AND DISPOSE OF MATERIALS

The contractor shall sample, analyze and dispose of unidentified materials in buckets, metal drums, IBC totes, tanker trucks, etc. The contractor shall comply with all state and federal laws and regulations that apply to hazardous/ or toxic waste, used oil, fuel, contaminated soils and chemical waste. The contractor shall supply verification documents required for compliance with state and federal laws and regulations for cleanup and disposal.

24.0 EXISTING SEDIMENT CONTROL STRUCTURES

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

33.0 CRUSHER RUN AND/OR CLEAN LIMESTONE

During construction areas may need additional base layer stone. After any necessary re-compaction and re-grading work on roadways has been performed by the contractor, a layer of crusher run limestone shall be placed as needed. This stone shall be graded and tracked in with a dozer or other equipment to achieve a compacted base when used on roadways. Stone check dams and rock filter outlets shall be placed as needed. Gradation and placement as directed by DEP agent on site. Payment shall be paid per ton of stone applied by weight ticket and will be made at completion of all work and acceptance by DEP.

REVISED 10/13/10

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
13.2		<u>ITEM DELETED FROM BID SCHEDULE</u>		
14.0	<u>3,200 LF</u>	<u>RE-ESTABLISH ACCESS ROAD</u>	_____ PER LF	\$ _____
15.0	<u>480 LF</u>	<u>20 INCH DIAMETER STEEL PIPE</u>	_____ PER LF	\$ _____
16.0		<u>ITEM DELETED FROM BID SCHEDULE</u>		
17.0	LUMP SUM	<u>SAMPLE, ANALYZE, AND DISPOSE OF MATERIALS</u>	LUMP SUM	\$ _____
		TOTAL PERMIT <u>S-2004-02</u>		\$ _____
<u>REVISED 10/13/10</u>				

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
25.2	<u>1,500 LF</u>	<u>TYPE 2 DITCH</u>	\$ _____ PER LF	\$ _____
25.3	<u>2,100 LF</u>	<u>TYPE 4 DITCH</u>	\$ _____ PER LF	\$ _____
26.0		<u>GROUTED RIP-RAP DITCH</u>		
26.1	<u>4,100 LF</u>	<u>TYPE 3 DITCH</u>	\$ _____ PER LF	\$ _____
26.2	<u>2,100 LF</u>	<u>TYPE 6 DITCH</u>	\$ _____ PER LF	\$ _____
27.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
28.0	<u>5,000 LF</u>	<u>SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ _____ PER LF	\$ _____
29.0	<u>300 EA</u>	<u>SEDIMENT CONTROL SUMP</u>	\$ _____ PER EA	\$ _____
30.0		<u>ITEM DELETED FROM BID SCHEDULE</u>		
31.0	LUMP SUM	<u>SAMPLE, ANALYZE, AND DISPOSE OF MATERIALS</u>	LUMP SUM	\$ _____
32.0		<u>CULVERTS</u>		
32.1	<u>150 LF</u>	<u>20 INCH DIAMETER STEEL PIPE</u>	\$ _____ PER LF	\$ _____
32.2	<u>100 LF</u>	<u>30 INCH DIAMETER STEEL PIPE</u>	\$ _____ PER LF	\$ _____
33.0	<u>1,000 TON</u>	<u>CRUSHER RUN AND/OR CLEAN LIMESTONE</u>	\$ _____ PER TON	\$ _____
		<u>REVISED 10/13/10</u>		

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15176 Bid Date: 11-10-10
Project: Buffalo Coal Company Pre-Bid Date: 10-13-10
Permit Number(s): S-2004-02 and S-100-84

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN COMPANY
Address: 511 50th STREET
CHARLESTON WV
25304
Phone #: 304 925 0253
Fax #: 925 9230
Email : Jody May @ AOL.COM

Name : Chad Casselman
Company: Williams Forestry
Address: P.O. Box 913
Summersville, WV 26651
Phone #: 304-872-0645
Fax #: 304-872-0257
Email : cncwfa@frontier.com

Name : Kevin D. Bradford
Company: Pineville Paving & Excavating, Inc.
Address: P.O. Box 1290
Pineville WV 24874
Phone #: 304-732-8303
Fax #: 304-732-7855
Email : KDB PPI @ AOL.COM

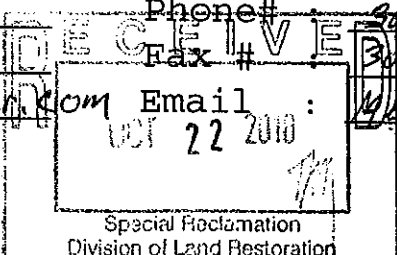
Name : Jason C. Workman
Company: Mountaineer Contractors, Inc
Address: P.O. Box 600
Kingwood, WV 26537
Phone #: (304) 329-2129
Fax #: (304) 329-2206
Email : jason.workman@mcinwv.com

Name : DAVID MATTSON
Company: KOKOSING Construction
Address: 886 MCKIMLEY AVENUE
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Phone #: 614-228-1029
Fax #: 614-228-7065
Email : dcm2@KOKOSING.BIZ

Name : Jason Peaslee
Company: Instant Growth Hydroseeding
Address: 1539 1
Kingwood WV 26537
Phone #: 304-864-7899
Fax #: 304-980-2157
Email : JCPeaslee@atlanticBB.net

Name : Stanley Industries Inc.
Company: Junior Stanley
Address: 7 Maple Lake
Bridgeport WV
Phone #: 304-842-8560
Fax #: 304-842-8609
Email : ITstanley@frontier.com

Name : Matt Evans
Company: Pro Contracting Inc
Address: PO Box 2442
Clarksburg, WV 26302
Phone #: 304 622-2400
Fax #: 304 622-2410
Email : MEvans4@mailcity.com



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15176

Bid Date: 11-10-10

Project: Buffalo Coal Company

Pre-Bid Date: 10-13-10

Permit Number(s): S-2004-02 and S-100-84

Name : David Mathias
Company: Kanawha Stone Co
Address: PO Box 503
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Name : Ronald Ringer
Company: PennLine Service
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15683

Phone #: 304-755-8271
Fax # : 304-755-8279
Email : david.mathias@kanawha
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Phone#: 724-887-9110
Fax # : 724-887-0545
Email : RonR@PennLine.com

Name : GARY DREW
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Address: 21101 Rt 19
GRANBERRY TWP PA

Name : Randy Carpenter
Company: Carpenter Reclamation
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Sissonville, WV 25360

Phone #: 724-452-8330
Fax # :
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Phone#: 304-984-1115
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Name : Jason Kitzwiller
Company: A.L.L. Construction INC.
Address: PO Box 92
MT. STORM WV
26739

Name
Company
Address

Phone #: 304-693-7131
Fax # : 693-7199
Email : KitzwillerJason@msv.com

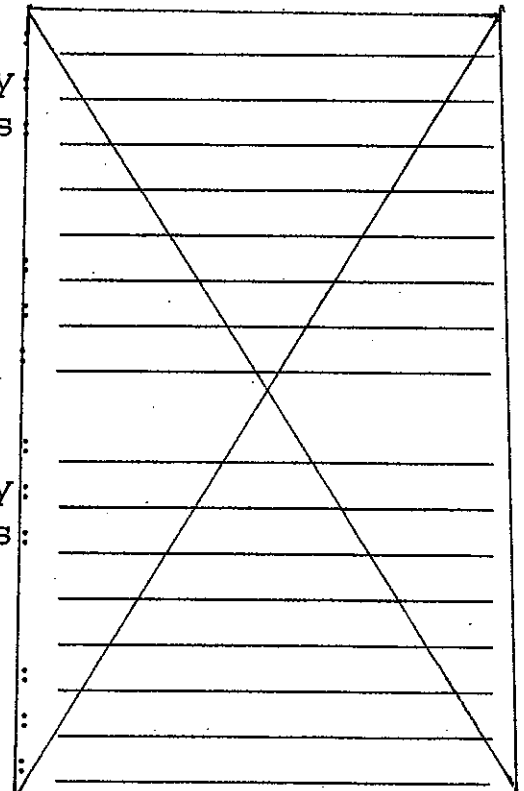
Phone#
Fax #
Email

Name : JAMES ALLEN
Company: JF ALLEN CO
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Address

Phone #: 304 472 8890
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Email JAMES.ALLEN@JFALLENCO.COM

Phone#
Fax #
Email



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15176 Bid Date: 11-10-10
Project: Buffalo Coal Company Pre-Bid Date: 10-13-10
Permit Number(s): S-2004-02 and S-100-84

Name : ANN WARDWELL
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Name : DENNIS C. ELBON
Company: COW GIRL LIP IN G
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Name : Trampus Jennings
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Hydro seeding and Mulching Sub
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Fax #: 304-892-3333
Email: SandHillLLC@Hughes.net

Name : Charles H. Mayers
Company: Eglon Farm Service
Address: PO Box 98
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Fax #: 304-374-2645
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Grid for additional entries with columns for Name, Company, Address, Phone#, Fax #, and Email. The grid is currently empty.