



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ABANDONED MINE LANDS
AND RECLAMATION

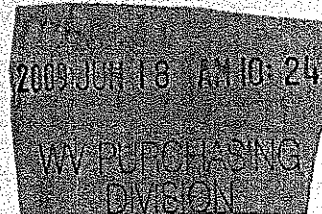
COUNTY
OF
GRANT & MINERAL

NAME OF PROJECT
ABRAMS CREEK AMD TREAT

NOTICE
ALL PAPERS BOUND WITH OR ATTACHED TO
THE PROPOSAL FORM ARE A NECESSARY PART
THEREOF AND MUST NOT BE DETACHED

Bid DATE June 18TH

*10:00 AM 93 EAST Bismarck
Right Grass Ridge*





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
DEP14673

PAGE
1

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

VENDOR

Dinger Transport
PO Box 909
Belington, WV 26250

SHIP TO

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

DATE PRINTED 05/26/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/18/2009** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****ADDENDUM NO. 1*****</p> <p>ADDENDUM ISSUED FOR THE ABRAMS CREEK AMD TREAT PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 05/19/09 MANDATORY PRE-BID MEETING.</p> <p>PLEASE SEE THE ATTACHED</p> <p>BID OPENING DATE AND TIME REMAIN UNCHANGED AS 06/18/09 AT 1:30 PM.</p> <p>*****NO OTHER CHANGES*****</p>						
0001		JB		962-73		
	1			RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		

Received

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."

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 # : 14673 Bid Date: 6/18/09
 Project: ABRAMS CREEK AND TRSA Pre-Bid Date: 5/19/09

Name : Rick Feaster
 Company: IUOE Local 132
 Address: 20 S. Main ST.
Petersburg, W.V.
 Phone #: 304-257-0723
 Fax #: 304-257-5688
 Email : _____

Name : JAMES ALLAN
 Company: JF Allan Co
 Address: P.O. Box 2049
Buckhannon WV
26204
 Phone# : 304 472 8896
 Fax # : 304 472 8897
 Email : _____

Name : Scott Collette
 Company: All Construction
 Address: P.O. Box 92
MT STORM, WV 26739
 Phone #: 304-693-7131
 Fax # : 304-693-7199
 Email : Kitz Miller Jason @ MSW.COM.

Name : Doug Vincent
 Company: BREAKAWAY INC
 Address: 1075 Old Turnpike Rd
 Sutton WV 26601
 Phone# : 765-5317
 Fax # : 765-5309
 Email : _____

Name : JAMES BUCKLETT
 Company: BB TRANSIT INC
 Address: P.O. Box 720 BEAVER WVA
25813
 Phone #: 304 255 2505
 Fax # : 304 253 4533
 Email : CEL 304 222 4903

Name : STEVE SCABO
 Company: PRO CONTRACTING INC
 Address: P.O. Box 2442
CLARKSBURG, WV 26302
 Phone# : 304 622-2400
 Fax # : 304 622-2410
 Email : PROCON.SIS @ PA.RR.COM

Name : Robbie Church
 Company: IUOE # 132
 Address: 2306 South Fayette St
Berkley, WV
 Phone #: 304-533-4895
 Fax # : 304-253-6899
 Email : _____

Name : Mike Jenkins
 Company: AQUAFIX SYSTEMS INC
 Address: 301 MAPLE Lane
Kingwood WV 26537
 Phone# : 304-329-1056
 Fax # : 304-329-1217
 Email : mjj@aquafix.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14673Bid Date: 6/18/09Project: Abrams Creek AMD Treat Pre-Bid Date: 5/19/09

Name : RALPH MILLER
 Company: ROHRCO CORP
 Address: 154 CLARKSBURG RD
BUCKHANNON WV 26201

Phone #: 304-472-4790
 Fax #: 304-472-3949
 Email : newralphm@mrn.com

Name : Spencer Wooddell
 Company: Cowgirl Up Inc
 Address: P.O. Box 243
Simpson WVa

Phone# : 304 739 4397
 Fax # : 304 739 4481
 Email : scw-cowgirlup@earthlink.net

Name : Roger Woody
 Company: ROHRCO CORP
 Address: 154 CLARKSBURG RD
BUCKHANNON WV.

Phone #: 304-472-4790
 Fax #: 472-3949
 Email :

Name : DONALD STAMM
 Company: LIME DESER CONSULTING
 Address: 190 E. MAIN ST
SALEM, WV 26426

Phone# : 304-669-8616
 Fax # : 304-782-1037
 Email : STAMM3@verizon.com

Name : Robert Baines
 Company: Baines EXC. INC.
 Address: P.O. Box 13384
Sissonville
WV 25360

Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email : none

Name : BRIAN SHROYER
 Company: 11746 BITTINGER RD
13400 EUT.
GRANTSVILLE MD 21536

Phone# : 301 245 4322
 Fax # : 301 245 4364
 Email : bwsbyco@aol.com

Name : DAVID H. Bowman
 Company: GREEN MOUNTAIN CO
 Address: 511 50th STREET
Chas. WJ
25304

Phone #: 304 925 0253
 Fax #: 304 925 9230
 Email : Jody May C AOL COM

Name : Okey State
 Company: Mountaineer Grading
 Address: 296 South Pinch Rd
Elk View WV 25096

Phone# : 304 548 6400
 Fax # : 304 548 6900
 Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14673

Bid Date: 6/18/09

Project: ABRAMS CREEK AND TRASH Pre-Bid Date: 5/19/09

Name : John K. Kidmace
 Company: MT Haus Properties
 Address: 305 39th St
Charleston W Va

Name : _____
 Company: _____
 Address: _____

Phone #: 304-925-4834
 Fax #: 304-925-4032
 Email : _____

Phone# : _____
 Fax # : _____
 Email : _____

Name : D.T.F. (Dinger Trucking)
 Company: Phillip Duffries
 Address: PO Box 909
Belington W.V. 26150

Name : _____
 Company: _____
 Address: _____

Phone #: 304-823-1267
 Fax #: 304-823-3397
 Email : _____

Phone# : _____
 Fax # : _____
 Email : _____

Name : Allen Lane
 Company: C. Allen Lane Constr.
 Address: 2393 Giles Mill Rd.
Bunker Hill, WV 25413

Name : _____
 Company: _____
 Address: _____

Phone #: 304-229-8958
 Fax #: 304-229-8958
 Email : lane19@verizon.net

Phone# : _____
 Fax # : _____
 Email : _____

Name : BRADY Gutta
 Company: WWRI-NMLRC
 Address: 150 Evansdale Dr.
Morgantown WV 26502

Name : _____
 Company: _____
 Address: _____

Phone #: 304-293-2867 x5445
 Fax #: 304-293-7822
 Email : jbgutta@mail.wwv.edu

Phone# : _____
 Fax # : _____
 Email : _____

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14673
Abrams Creek AMD Treats Project**

The term "Aquafix" as it appears on the Plan Drawings shall be understood to mean "Aquafix or approved equal".

The following questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

- 1.) Q. Is the Contractor required to fill the silos with reagent as part of this contract?
A. Yes. As indicated in Section 12.1 of the specifications, the dosers shall be operated successfully for a one-week period before acceptance by the WVDEP. There shall be no separate measurement of this item as it shall be considered incidental to the unit cost bid for the silo for each respective site.
- 2.) Q. Can the lime doser foundation be modified from what is indicated in the Drawing Details?
A. Yes. Modification can be made to the foundations as necessary to accommodate the installation of the lime dosing units.
- 3.) Q. Does the lime dosing system have to be the same type for all three sites?
A. No. Different types of systems may be used on different sites.
- 4.) Q. What is the required cover over the water intake lines?
A. The required cover where the lines are buried is to be 2.5' as indicated in Specification 12.3.2.
- 5.) Q. Are enclosures to be provided for the lime dosing units under this contract?
A. Yes. There shall be steel security enclosures provided as described in Section 12.1 of the Specifications. The Method of Measurement is indicated in Section 12.4 of the Specifications.
- 6.) Q. Will alternatives to CaO be considered as reagent for the lime dispensing units?
A. Yes. Other neutralizing reagents will be acceptable if it can be demonstrated that they are more effective for the lime dispensing operations.

The Contractor shall have 180 days from the date of the Notice to Proceed to complete Construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 180 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

**ERIE INSURANCE
PROPERTY & CASUALTY COMPANY
BID BOND**

Know All Men by These Presents,

Bond No.

That we, DINGESS TRANSPORT, INC.
(hereinafter called the Principal) as Principal, and the ERIE INSURANCE PROPERTY & CASUALTY COMPANY, of
Erie, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, (hereinafter
called the Surety), as Surety, are held and firmly bound unto DEPT. OF ENVIRONMENTAL

PROTECTION AML&R, hereinafter called the Oblige in the full and just sum of

5% OF BID AMOUNT

..... Dollars, (\$.....),

good and lawful money of the United States of America, to the payments of which sum of money well
and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 18TH day of JUNE, A.D. 2009.

THE CONDITION OF THIS OBLIGATION IS SUCH: That, if the Oblige shall make any award within 30
days to the Principal for ABRAMS CREEK AMD. TREAT. COUNTIES OF GRANT
AND MINERAL, WV

.....
according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall
duly make and enter into a contract with the Oblige in accordance with the terms of said proposal
or bid and award and shall give bond for the faithful performance thereof with the Surety or Sureties
approved by the Oblige; or if the Principal shall, in case of failure so to do, pay the Oblige the damages
which the Oblige may suffer by reason of such failure, not exceeding the penalty of this bond, then
this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Principal. DINGESS TRANSPORT INC.

Witness: Jana Davis

By: [Signature] President

Witness: Carla J. Cadier

ERIE INSURANCE
PROPERTY & CASUALTY COMPANY
By: [Signature]
Attorney-in-Fact



ERIE INSURANCE GROUP

ERIE INSURANCE PROPERTY & CASUALTY COMPANY
ERIE, PA 16530
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

Jeffrey L. Hood, Wendy McEldowney, Steven P. Thompson, Randall E. Kerns, Khristine D. Mills and Michael W. Mason individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship,

each in a penalty not to exceed the sum of three million dollars (\$3,000,000.00).

And to bind the ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of the ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by unanimous consent of the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 10th day of April, 1996 and said Resolution has not been amended or repealed:

Resolved, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) To remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

Resolved, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contract of indemnity and other writings obligatory in the nature thereof."

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the unanimous consent of the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and said Resolution has not been amended or repealed:

Resolved, that the signature of Stephen A. Milne, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of J. R. Van Gorder, as Secretary of the Company, and the Seal of the Company may also be affixed by the following facsimiles to any certificate of any such Limited Power of Attorney and only under such circumstances, shall said facsimiles be valid and binding on the Company."

IN WITNESS WHEREOF, the ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 12th day of June, 2000.



Signature of Stephen A. Milne
Stephen A. Milne
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 12th day of June, A.D. 2000, before me personally came Stephen A. Milne, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Signature of Sheila M. Hirsch
My commission expires June 27, 2004
Notary Public

CERTIFICATE

I, J. R. Van Gorder, as Secretary of the ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.



Signature of J. R. Van Gorder
J. R. Van Gorder, Secretary

this 18TH day of JUNE 20 09

ABRAMS CREEK AMD TREAT PROJECT

Requisition # DEP 14673

Contractor's Bid Sheet

Company Name: Dingess Transport Inc.

Address: PO. Box 909

Belington WV. 26030

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	LS	Mobilization & Demobilization (Cannot exceed 5% of Total Bid)	LS	\$ 40,000 -
2.0	LS	Construction Layout Stakes (Cannot exceed 3% of Total Bid)	LS	\$ 24,000 -
3.0	LS	Quality Control (Cannot exceed 2% of Total Bid)	LS	\$ 16,000 -
4.1	LS	Site Preparation (Cannot exceed 5% of Total Bid)	LS	\$ 40,000 -
4.2	4,435 LF	New Access Road Construction	9.00 LF	\$ 128,015 -
4.3	905 LF	Light Duty Access Road Construction	18.00 LF	\$ 16,290 -
4.4	1,015 TN	Road Rehabilitation - Type I	14.50 TN	\$ 14,717.50
4.5	925 LF	Road Rehabilitation - Type II	11.50 LF	\$ 10,637.50
4.6	150 LF	Farm Fence	16.00 LF	\$ 2,400 -
4.7	3 EA	14' Gate Sections	1500 EA	\$ 4,500 -
5.0	2,000 LF	Sediment Control	3.00 LF	\$ 6,000 -
6.0	2.0 AC	Revegetation	4000 AC	\$ 8,000 -
7.1	100 TN	Stream Bank Protection	30.00 TN	\$ 3,000 -
7.2	65 LF	4' Grouted Riprap Channel	30.00 LF	\$ 1,950 -
7.3	700 LF	4' Riprap Channel	20.00 LF	\$ 14,000 -
7.4	3,010 LF	6' Grouted Riprap Channel	43.00 LF	\$ 129,430 -
7.5	765 LF	6' Riprap Channel	33.00 LF	\$ 25,245 -
7.6	3 EA	Channel Crossing	1500 EA	\$ 4,500 -
7.7	60 LF	12-Inch HPDE Culvert	21.00 LF	\$ 1,260 -
7.8	140 LF	15-Inch HDPE Culvert	24.00 LF	\$ 3,360 -
7.9	240 LF	18-Inch HDPE Culvert	26.00 LF	\$ 6,240 -
7.10	100 LF	B & J 10" Steel Casing	150.00 LF	\$ 15,000 -
7.11	40 TN	Limestone Sand Water Treatment	12.00 TN	\$ 480 -
7.12	1 EA	Cattleguard	4500 EA	\$ 4,500 -
7.13	160 SY	Engineering Fabric	3.50 SY	\$ 560 -
7.14	1 EA	Check Dam	500 EA	\$ 500 -
8.0	LS	Treatment Site Excavation	24000 LS	\$ 24,000 -
12.1	3 EA	Lime Doser Foundation	10000 EA	\$ 30,000 -
12.2	3 EA	Lime Dosing Units	60000 EA	\$ 180,000 -
12.3	1 EA	30 Ton Silo	42000 EA	\$ 42,000 -
12.4	2 EA	60 Ton Silo	60000 EA	\$ 120,000 -
12.5	1,170 LF	4-Inch Water Intake Line	15.00 LF	\$ 17,550 -
12.6	1,170 LF	6-Inch Water Intake Line	16.00 LF	\$ 18,720 -
12.7	3 EA	Water Intake Units	3000 EA	\$ 9,000 -
13.0	1,000 TN	Kiln Dust	10.00 TN	\$ 10,000 -
TOTAL				\$ 972,455 -

*Nine Hundred Seventy Two Thousand
Four Hundred Fifty Five*

972,455 -