



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:  
 DEP13903

PAGE:  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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
04/13/2007				

BID OPENING DATE: 05/01/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
ADDENDUM NO. 1 ADDENDUM ISSUED FOR THE LAUREL RUN MINE SHAFT PROJECT AS A RESULT OF THE MANDATORY PRE-BID ON 04/05/06. ATTACHED IS THE PRE-BID SIGN IN SHEET(S) AS WELL AS THE SEVEN(7) PAGES OF REVISED SPECIFICATIONS AND THE REVISED BID FORM. BID DATE AND OPENING HAVE BEEN DELAYED FROM 04/26/2007 TO 05/01/2007 AT 1:30 PM. ***** NO OTHER CHANGES *****						
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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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, this contract is automatically null and void, and is terminated 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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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 cases 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.

**SIGNED BID TO:**

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RECEIVED

RFQ # : DEP 13903

Bid Date: 4/26/07

Project: LAUREL RUN MINE SHAFT

Pre-Bid Date: 04/20/07 07:51

Name : DAVID H. Bowman  
Company: GREEN Mountain Co  
Address: 511 50th STREET  
Charleston WV  
25303

Phone #: 304 925 0253  
Fax #: 9230  
Email : Jody Maye AOL.com

Name : Ben Bolyard  
Company: CHARLES E. Bolyard & Son Inc.  
Address: 125 East High St,  
Kenwood WV 26537

Phone#: 304-329-1330  
Fax #: 304-329-1571  
Email :

Name : John Clapper  
Company: Huffman Contracting  
Address: 1017 River Rd  
Clarksburg, WV 26301

Phone #: 304 (623-5110)  
Fax #: (623-0221)  
Email :

Name : BOB CALVERT JR  
Company: GREEN RIVER GROUP LLC  
Address: 1000 MARION CENTER  
FAIRMONT WV 26554

Phone#: 304-534-4450  
Fax #: 534-4451  
Email :

Name : NANCY SOMERS  
Company: MIDWAY RECLAMATION LLC  
Address: P.O. BOX 308  
WEST MILFORD, WV 26451

Phone #: 304 745-3652  
Fax #: 304 745-3653  
Email :

Name : JOE MILLS  
Company: MD BUREAU OF MINES  
Address: 160 S. WATER ST  
FROSTBURG MD 21532

Phone#: 301 689 6104  
Fax #: 301 689 6544  
Email : jmill@allconet.org

Name : Joseph Lambert  
Company: Lambert Excavation  
Address: P.O. Box 2732  
EIKERS WV 26241

Phone #: 304-636-9027  
Fax #:   
Email :

Name : Cowgirl Up Jeff Squires  
Company: Cowgirl Up  
Address: Flemington WV

Phone#: 739-4397  
Fax #:   
Email :

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MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

003

RFQ # : DEP 13903

Bid Date: 4/26/07

Project: LAUREL RUN MINE START

Pre-Bid Date: 4/5/07

Name : David Z Holtzer Name : \_\_\_\_\_  
 Company: Mountain Valley Resources Company: \_\_\_\_\_  
 Address: 1725 4-14 Camp Rd LLC Address: \_\_\_\_\_  
Morgantown WV 26508 Address: \_\_\_\_\_

Phone #: 304 291 2111 C# 724875 7583 Phone# : \_\_\_\_\_  
 Fax #: 304 291 5169 Fax # : \_\_\_\_\_  
 Email : dholtzer@gmail.com Email : \_\_\_\_\_

Name : \_\_\_\_\_ Name : \_\_\_\_\_  
 Company: \_\_\_\_\_ Company: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_

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

Name : \_\_\_\_\_ Name : \_\_\_\_\_  
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Name : \_\_\_\_\_ Name : \_\_\_\_\_  
 Company: \_\_\_\_\_ Company: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_

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

**LAUREL RUN MINE SHAFT PROJECT  
(CRELLIN BORE HOLE PROJECT)  
DEP13903**

RECEIVED

2007 APR 13 A 10: 29

PURCHASING DIVISION  
STATE OF WV

**ADDENDUM #1**

- 1) The attached Section 13 Bridge/Walkway and Section 14 Revegetation are included as part of the Technical Specifications for this project.
- 2) The pump shown in the pipe suspended under the bridge in the Bridge Detail on Sheet 2 is not part of this contract. It shall be bid under another contract.
- 3) The relocation of electricity item shall involve the extension of electrical service from the end of service located east of the project site, which is actually farther east than the end of service that is indicated on the plan drawings, to the doser pad. The contractor may contact:

Zack Bittner  
Allegheny Power  
(301) 533-3390

for more information. The contractor shall contact the Kingwood, WV office of Allegheny Power at (800) 255-3443 to acquire a work order for the extension of service to the project site.

The contractor shall provide all customer required facilities in accordance with the attached Figure 7 and as per Customer Requirements for Electric Service, effective April 1, 2005. The contractor shall provide the required service entrance facilities (service pole and appurtenances) with disconnect or breaker panel board for single phase 200 AMP service for connection to the service drop from Allegheny Power. The electrical connection will be completed in the next contract for the doser and building.

- 4) The project shall be bid in accordance with the attached revised bid schedule dated 04/06/07.

**SECTION 13**  
**BRIDGE/WALKWAY**

**13.1 Scope**

The Contractor shall furnish all materials and labor to construct a bridge/walkway over the borehole. The work shall include excavation of eight, 4-foot deep holes to install support posts, installation of all joists, cross-members and decking as per the contract drawings. The bridge/walkway will include an access door to the borehole and the submerged pump (pump supplied under separate contract). No consideration will be given to the nature of materials encountered in excavating the holes. Therefore, as unclassified excavation, no additional payment will be made for difficulties occurring in excavating and handling of materials. All excavation shall be conducted from dry land, no equipment shall be allowed to work from in the pond.

**13.2 Job Conditions**

A. Soil and Weather Conditions - Do not perform grading when soil or weather conditions are unsuitable. Unsuitable conditions include moisture saturated soil, frozen in place soil and significant precipitation of any kind present on the soil or occurring during the work.

B. Storm Protection - Plan work so as to provide adequate protection during storms with provisions available at all times for preventing flood damage.

C. Toxic Material - Material uncovered during site grading that is considered toxic and may require special disposal requirements, as delineated by the WV DEP, shall be transported and disposed of at a WV DEP approved disposal site at WV DEP expense.

D. Protection - Assume all risks attending to the presence or proximity of overhead or underground public utility and private lines, pipes, conduits and support work for same, also existing structures and property of whatever nature, in or over excavations or adjacent to such excavations. Complete responsibility for replacement and restitution work of whatever nature to the above, as damaged or destroyed by work of this Contract, rests solely with the Contractor and at no expense to the WV DEP.

E. Limit of Grading and Revegetation - Take necessary precautions to protect structures, trees, shrubs, wetlands and other landscaping outside of the work limits.

F. Classification of Excavated Materials - No consideration will be given to the nature of materials encountered in site grading operations. Therefore, as unclassified excavation, no additional payment will be made for difficulties occurring in excavating and handling of materials.

G. Work Limits - The area that is off-limits to grading shall be discussed at the Pre-Bid Meeting.

H. Estimated Quantities - The amount of earthwork listed is an estimate of total cubic yardage to be moved. This figure should be used for estimating purposes only and it remains the Contractor's responsibility to determine the exact quantity to be moved in order to achieve the required grade and lines indicated in the contract drawings. The Contractor should make a determination to confirm these estimates. Final payment will be based upon the lump sum bid amount and no adjustments will be made, regardless of the actual quantities handled. The Contractor's bid price shall reflect all necessary costs required to excavate, haul, and grade the material required to meet the grades and lines indicated on the project plans.

### 13.3 Materials

A. "Lumber" – All lumber shall be Select Lumber™ or Fiberforce®, "plastic" materials manufactured and distributed by Bedford Technology, LLC, 2424 Armour Road, PO Box 609, Worthington, MN 56187, phone 800.721.9037, or an approved equivalent. Lumber dimensions and quantities can be determined from the contract drawings. Lumber must be fastened as per manufacturers recommendations.

B. Hardware - All fasteners and hinges are to rust proof, and conform to the "plastic" lumber manufacturer's recommendation.

C. Concrete – Concrete shall be 4,000 psi.

D. Re-bar – The Concrete shall be reinforced with no. 6 re-bar, 6" (six inches) on center.

### 13.4 Performance

A. Site Grading - Perform grading over the site within the Work Limit and Revegetation as indicated on the project plans.

B. Bridge/Walkway – Construct bridge/walkway in the location shown on the site plans. Attach all materials as per manufacturers recommendation. Any materials damaged during shipment, storage, placement, backfilling or any other means shall be immediately replaced at no additional expense to the WV DEP.

C. Finished Elevations and Lines - Grade the area within the Work Limit and Revegetate to the elevations and lines indicated on the drawings. Leave finished grade surfaces free of objectionable material larger than six (6") inches in greatest dimension. Dispose of such objectionable material by burying on-site or at an acceptable off-site location.

### 13.5 Items of Work and Construction Details

Items of work to be performed in conformance with this specification and the construction details therefore are:

- A. Bid Item 10 – Bridge/Walkway
  - 1. This item includes all earthwork and final grading necessary to construct a Bridge/walkway over the bore hole. This work will include all materials necessary to construct the bridge/walkway as per construction drawings.
  - 2. Payment for this item shall be Lump Sum.



**SECTION 14**  
**REVEGETATION**

**14.1 Scope**

This work will consist of preparing, furnishing, and applying all materials for the permanent vegetation of approximately 1 acre in accordance with these Specifications and Plans.

**14.2 Materials**

A. Certified Seed - All seed shall be from the latest crop available. The Contractor shall provide the MMP/BOM with a seed certification from the supplier. The seeding mixture to be used is as follows:

Roughstalk Bluegrass ( <i>Poa trivialis</i> )	8 lbs/ac
Red Top ( <i>Agrostis alba</i> )	8 lbs/ac
Wild Millet ( <i>Echinochloa crusgali</i> )	8 lbs/ac
Switchgrass ( <i>Panicum virgatum</i> )	8 lbs/ac

B. Lime – A minimum of 4 tons/acre of agriculture grade ground limestone is required.

C. Fertilizer – A minimum of 500 pounds/acre of 20-20-20 fertilizer, or the equivalent, is required.

D. Mulch - Hay, straw or an approved alternative mulch is required. A minimum of 4 Tons/acre of mulch is required.

**14.3 Construction Performance**

A. Seedbed Preparation and Treatment - Upon completion of construction, topsoil distribution, and final grading of all disturbed areas, the Contractor will utilize the following lime and fertilizer rates. A minimum of 500 lbs. per acre of fertilizer, and a minimum of four (4) tons per acre of ground limestone shall be applied. On areas where equipment cannot operate, the seedbed shall be prepared by hand scarifying to provide a roughened surface so that broadcast seed will stay in place. All disturbed areas shall be limed, fertilized, seeded and mulched within seven (7) days after final grading of topsoil. Rocks larger than six (6) inches in diameter, trash, weeds and other debris that will interfere with seeding or maintenance shall be removed and disposed of as directed by the MMP/BOM.

B. Seed Application - Once the seedbed is prepared, the Contractor shall apply the specified seed mixtures evenly over the entire disturbed areas. Seeding shall be done at such times of the year when soil conditions are suitable for tillage and when

moisture and temperatures are suitable for plant growth. No permanent seeding will be made between September 15 and March 15, unless otherwise directed by the WV DEP.

- C. Mulch Application - Immediately upon completing seed application, the Contractor shall apply four (4) tons of mulch per acre over all seeded areas. The mulch shall be spread evenly with no bare or excessively thick areas of application. Mulch lost due to wind or runoff shall be immediately replaced at no additional cost to the WV DEP.

#### 14.4 Temporary Seeding and Mulching

All areas, which have been backfilled and will remain inactive for at least seven (7) days will be temporarily seeded and mulched. All seed shall be from the latest crop available. The Contractor shall provide the WV DEP with a seed certification from the supplier. The temporary seeding and mulching mixture to be used is as follows:

Winter Wheat or Rye	2 1/2 bushel/acre
Mulch - Hay or Straw	2 tons/acre

#### 14.5 Items of Work and Construction Details

Items of work to be performed in conformance with this specification and the construction details therefore are:

- A. Bid Item 11 - Revegetation

This item includes seed, seed bed preparation, providing and applying all necessary soil amendments and materials, including lime, fertilizer, seed and mulch, and performing all other work required to revegetate approximately one (1) acre in accordance with these specifications.

- B. Payment of this item shall be per acre.

FIG. 7

# POLE MOUNTED SELF CONTAINED METER NOT EXCEEDING 320 AMPS, CUSTOMER CENTRAL DISTRIBUTION SERVICE WITH STAND-BY GENERATOR FACILITIES

COMPANY WILL FURNISH AND INSTALL SERVICE DROP AND BRACKET AND WILL CONNECT TO SERVICE ENTRANCE.

CUSTOMER TO PROVIDE 24" MINIMUM WIRE LEAD FROM SERVICE HEAD.

SEPARATE CONDUIT, SERVICE ENTRANCE CABLE OR RACEWAY REQUIRED FOR METERED AND UNMETERED CONDUCTORS.

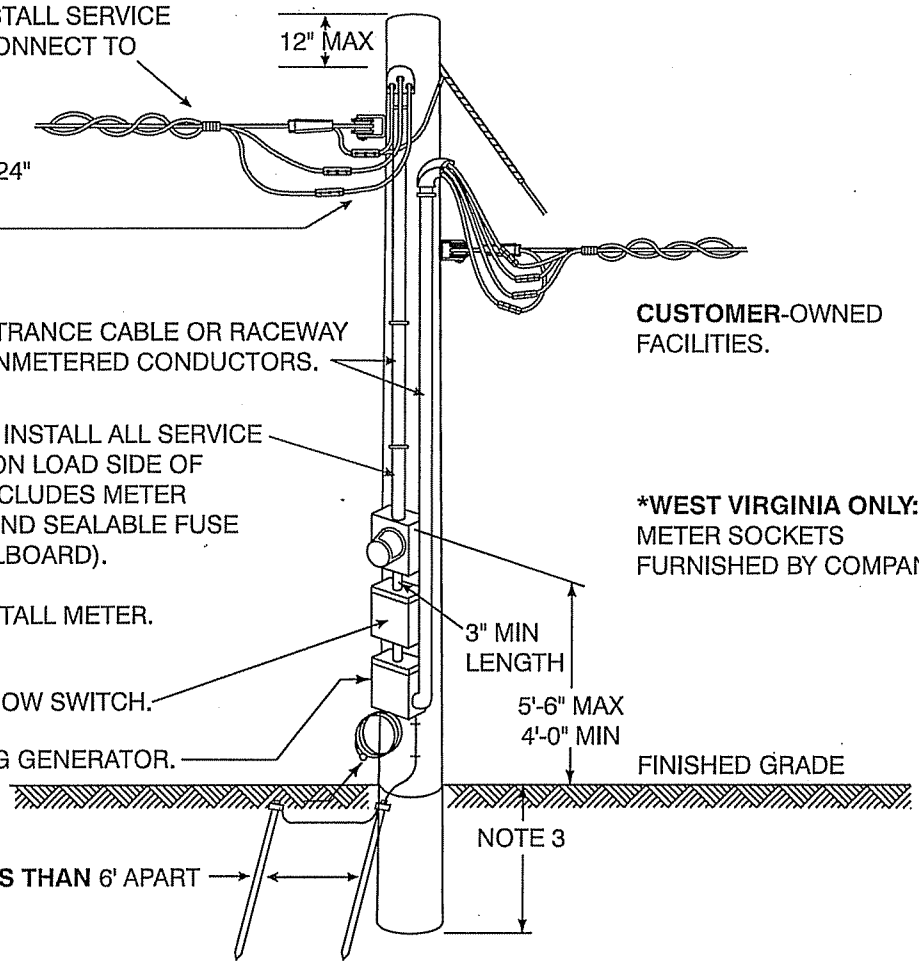
CUSTOMER SHALL FURNISH AND INSTALL ALL SERVICE ENTRANCE FACILITIES LOCATED ON LOAD SIDE OF SERVICE DROP CONNECTORS (INCLUDES METER SOCKET\* AND WEATHERPROOF AND SEALABLE FUSE DISCONNECT OR BREAKER PANELBOARD).

COMPANY WILL FURNISH AND INSTALL METER.

APPROVED DOUBLE-THROW SWITCH.

CORD AND CAP FOR CONNECTING GENERATOR.

TWO 8' GROUND RODS NOT LESS THAN 6' APART



CUSTOMER-OWNED FACILITIES.

\*WEST VIRGINIA ONLY: METER SOCKETS FURNISHED BY COMPANY

**NOTES:**

1. **CUSTOMER SHALL CONSULT WITH COMPANY** BEFORE INSTALLING CENTRAL DISTRIBUTION SERVICE.
2. ALL EMERGENCY STAND-BY GENERATOR FACILITIES SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE CODES AND BE SUBJECT TO COMPANY APPROVAL.
3. **CUSTOMER SHALL FURNISH AND INSTALL COMPANY APPROVED POLE TREATED WITH CHEMICAL PRESERVATIVE.** MINIMUM POLE REQUIREMENTS: 30' LENGTH, CLASS 6; INSTALLED MINIMUM 5' IN GROUND AND WELL TAMPED. IF SERVICE DROP EXCEEDS 100' OR PROPER SETTING DEPTH CANNOT BE OBTAINED, **CUSTOMER SHALL INSTALL PROPER GUYING.** COMPANY WILL BOND GUY TO SERVICE NEUTRAL.
4. ANTENNAS OR AERIALS SHALL NOT BE ATTACHED TO ANY POLE USED FOR SUPPLYING ELECTRIC SERVICE TO **CUSTOMER.**
5. **INHIBITOR COMPOUND** SHALL BE USED ON ALL ALUMINUM WIRE TERMINATIONS.
6. ALL **CUSTOMER** WORK SHALL BE COMPLETED AND INSPECTIONS (SEE SECTION 4.06) OBTAINED BEFORE COMPANY WILL PROVIDE SERVICE.
7. WHEN LOAD EXCEEDS 320 AMPS, SEE FIGURE 11.

