



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  
**DEP13714**

PAGE  
**1**

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

VENDOR

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

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	F.O.B.	FREIGHT TERMS
<b>10/18/2007</b>				

BID OPENING DATE: **11/06/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>ADDENDUM NO. 1</b>		
				<b>ADDENDUM ISSUED AS A RESULT OF THE MANDATORY PRE-BID MEETING OF 10/09/07 FOR THE PROJECT OF LAND RECLAMATION AT THE LODESTAR ENERGY SITE IN SCARBRO, FAYETTE CO, WV</b>		
				<b>ADDENDUM INCLUDES THE PRE-BID SIGN-IN SHEETS AND THREE (3) PAGES OF Q/A &amp; CLARIFICATIONS.</b>		
				<b>BID DATE AND OPENING TIME HAVE BEEN EXTENDED FROM 10/31/2007 TO 11/06/2007 AT 1:30 PM.</b>		
				<b>NO OTHER CHANGES</b>		
<b>0001</b>	<b>1</b>	<b>JB</b>		<b>962-73</b>		
				<b>RECLAMATION: RESTORATION OF LAND</b>		

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

002

RFQ #: DEP13714

Bid Date: 10/31/07

Project: Lodestar Energy, Inc.

Pre-Bid Date: 10/09/07

Name : Randy Carpenter  
 Company: Carpenter Restoration  
 Address: PO Box 13015  
Spencer, WV  
25360  
 Phone #: 984-1115  
 Fax #: 984-2770  
 Email : Rrcarpent@comcast.com

Name : Doug Vincent  
 Company: BREAKAWAY INC.  
 Address: 1075 Old Turnpike Rd  
Sutton WV 26601  
 Phone #: 304 765-5317  
 Fax #: 765-5389  
 Email : breakawayinc@verizon.net

Name : DAVID H. BOWMAN  
 Company: GREEN MOUNTAIN Co.  
 Address: 511 50th STREET  
CHARLSTON WV  
25304  
 Phone #: 925-0255  
 Fax #: 925-9230  
 Email : David.May@AOL.com

Name : PERCY QUEENER  
 Company: MUDDETT TRADING COMPANY  
 Address: 10 SCENIC HIGHWAY  
SUMMERSVILLE WV 26651  
 Phone #: 304-872-5588  
 Fax #: 304-872-4647  
 Email : pqueener@wirefire.com

Name : BASIL CARPENTER  
 Company: J AND B EX INC  
 Address: 333 A Cell RD  
Charleston WV 25312  
 Phone #: 546-1601  
 Fax #: (304) 984-3528  
 Email : Basil Carpenter at AOL

Name : Larry Taylor  
 Company: Bomont Construction & supply  
 Address: PO Box 9046  
Bomont WVA 25030  
 Phone #: 548-7004  
 Fax #: (304) 548-7133  
 Email : bomont.taylor@yahoo.com

Name : GEORGE FRESHOUR  
 Company: EAGLE EXCAVATION INC  
 Address: P.O. BOX 218  
KENNA, WV 25248

Name : SAM SKIDMAN  
 Company: SAM'S EXCAVATION  
 Address: 655 Kaplan Rd  
Sutton WV 26601

Phone #: (304) 372-4378  
 Fax #: (304) 372-4378  
 Email : NONE

Phone #: 304-765-2194  
 Fax #: 304-765-2066  
 Email : SAM'S EXCAVATION CITY MOUNTAIN

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

003

RFQ #: DEP13714

Bid Date: 10/31/07

Project: Lodestar Energy, Inc.

Pre-Bid Date: 10/09/07

Name : BASE ENV. GROUP, LLC  
 Company: 4200 FIRST AVE, SUITE 104  
 Address: NITRO, WV 25143  
TRIP SHOWN

Phone #: 304-204-2500  
 Fax #: 304-204-2520  
 Email : TRIP@BASEENV.COM

Name : Robert Berchtold  
 Company: As BUILT CONSTRUCTION, INC.  
 Address: Rt 128  
Meadow bridge WV 25976

Phone #: 304-392-8828  
 Fax #: 304-392-8828  
 Email : rpberchtold@frontier.net

Name : JOE TUCKER  
 Company: UPTON CONST. CO. INC.  
 Address: P.O. Box 39  
Downsburg WV 25064

Phone #: 304-744-4627  
 Fax #: 304-744-4626  
 Email : UCCI@EARTH2.NET

Name : DARRYL DAVIS  
 Company: Pineville Paving & Excavating  
 Address: PO Box 1290  
zip 24874

FAX 304-732-7855  
 Phone #: 304-732-8303  
 Fax #: C 304-873-0677  
 Email :

Name : Bob Pauley  
 Company: Bob Pauley  
 Address: 720  
Graven WV 25813

Phone #: 255-2505-673-9388  
 Fax #: 304-233-4533  
 Email : Bob Pauley@Avernum.com

Name : Dwayne Griffiths  
 Company: Hydrotech Reclamation  
 Address: 900 Pine Grove Rd. Silerico WV 25067

Phone #: 304-756-6119  
 Fax #: 304-253-4533  
 Email : Schultz2Yance@Aol.com

Name : Ann Harrowell  
 Company: EASTERN ARROW  
 Address: P.O. Box 4108  
CHARLESTON WV  
25364

Phone #: 304-414-0255  
 Fax #: 304-414-0256  
 Email : easternarrow@hotmail.com

Name : Gary Long  
 Company: McCourt & Son Const.  
 Address: 2790 Centralia Rd  
Sutton WV 26661

Phone #: 304-765-5288  
 Fax #: 304-765-5293  
 Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

004

RFQ #: DEP13714

Bid Date: 10/31/07

Project: Lodestar Energy, Inc.

Pre-Bid Date: 10/09/07

Name : Roger L. Collins Jr.  
 Company: Collins Quality & Construction, INC  
 Address: Flaxmead, WV  
390 Corby Rd  
 Phone #: 304-745-3821  
 Fax #: 304-745-3821  
 Email : RCollins@Ciqy.net

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
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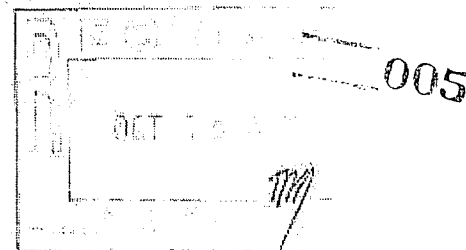
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DEP13714  
Addendum No. 1



O-172-83 Lodestar Energy Inc.  
Pre-Bid Conference  
October 9, 2007

Q1. Does backfill material come off site?

A1. Material will come off of site. All this material that is in the hollow here, can be worked back up, the ramp going up to the area can be lowered, there is a little bit of stockpile material here in these trees, that was shown in the permit as being a stockpile area, this area out here is raised a little higher than it needs to be, it goes all the way to the end of your work area. Be aware that there could be black material in that and it would have to be handled accordingly to the requirements in the permit.

Q2. This activity on this road, is it a dead end road?

A2. This Property belongs to White Oak Lumber Company, I understand there is a mill up here and normally White Oak keeps the gate locked, but you've got two railroad grades here, one on the front side of the pond and one down this way, and both those are open right down there at the church house. It is accessible to anybody.

Q3. A question was asked about burning.

A4. If you refer back to what I said on the Pre-Bid Conference check list, one of the requirements is the successful contractor has to have all the permits that are necessary. A burning permit is a permit that is required. If you get a burning permit you can burn woody debris on site. You can not burn any woody debris that has creosote on it, you can not burn tires or anything like that, but just woody debris and trees you can burn if you so desire.

Q4. About the lime, you said 40 tons, 40 tons per what?

A4. We have in the requisition to blend 40 tons of lime with the black material, prior to disposing of it per what it says in the specifications. That's not a per volume, it's the total amount of lime estimated that we will need.

Q5. This top area right here (coal car unloading facility), you're only going to reclaim from this point up and not the railroad grade back in here (to the northwest)?

A5. We are not going to do anything on the railroad grade back, we're just going to take this structure out and put it back in, and from here the railroad track is in our bonded area. From here forward we are not going to do anything but clean the debris up on it, seed it, and eliminate the sumps. There are 2 or 3 sumps associated with the coal truck dump area on top, that's along the railroad grade, just fill those in so that the water will flow right on through them.

Q6. Even the trees along the railroad grade will stay in place?

A6. I would like to leave every tree possible that you can leave that is not absolutely in your way.

Q7. You're not going to eliminate that wall (railroad grade highwall) right above your sump?

A7. That wall above is railroad grade highwall, we are not going to eliminate it. I will show you when we get up on top, on the coal stockpile area, what is to be eliminated.

Q8. This area in here (northwest corner of site, below coal car unloading facility) that regrades to sheet flow, if it has any black on it are you going to cover it?

A8. You will be required to regrade and topsoil everything. Every inch of the permit that you work, you are going to have to put soil back on it, sufficient to maintain the vegetation we've got in the permit. We did not specify a thickness of it, but it's got to be sufficient so you can meet your vegetation requirements.

Q9. So, this ditch (northwest corner of site, east side of access road) going back down this bank, going down the ditch on this side, right up here we walked up, that's not going to have any particular slope on it?

A9. Everything that you grade has to be 2 to 1 slope or flatter. These slopes and existing banks, we're not going to do anything but clean the debris off of them, unless you go in there and peel all the trees off and then you're going to put it back to a 2 to 1 slope.

Q10. Can you use the elevated area below the coal car unloading structure for backfill material?

A10. You can utilize this if need be, to put up there. Again, if it's material that is black you have to put it in accordingly, according to what's in the requisition.

Q11. Earlier, I thought you said the rebar was removed subgrade, that was acceptable, but now you are saying take it all out?

A11. I'm telling you exactly what is stated in the requisition. Rebar must be removed to be flush with the concrete. Any steel in there must be removed to be flush with the concrete, so after you get it broke up you take a torch or saw and cut it flush with the concrete. Anything you cut off has to be disposed of, the rest you can bury since it is encapsulated in the concrete.

Q12. We can just blend this (highwall beside of loadout remnants) in and bring a 2 to 1 on around?

A12. Your lower slope has to be 2 to 1, what you're going to add to toe it out. Wherever you excavate down to still has to be a 2 to 1 slope. You just tie in to the vegetation and you have to step up and you have to do something to the upper area, and again, you end over here at the end of the brown rock.

Q13. Is this sump (on railroad grade, along access road to coal stockpile area) going to be removed?

A13. Yes, all sumps will be removed, the ditch line along the railroad track will stay.

Q14. Will all the drainage from the backfilled highwall (at coal stockpile area) be directed to the railroad ditch?

A14. Yes, the water flow will be directed to the ditch on the railroad grade. It has pipes at different intervals up through here. Do not take any pipes out of the railroad grade. However, our sumps on each side of the pipe in the access road going to the top, that pipe comes out and sumps are graded to ditch line elevation.

Q15. Will there be anything done here (railroad grade to the southwest of coal stockpile area access road) above the railroad grade?

A15. There will be nothing, whatsoever, done to the railroad highwall.

Q16. The outlet end of that pipe (outlet pipe of Pond 1) is that our grade to meet, is that the sheet flow grade that we are coming to?

A16. No, sheet flow grade is to fill this up all the way if you want to. We do not want the railroad grade cut down to creek level, it is to drain to the creek. Minimize the amount you have to take this down and to give you guidance, you can take it down to the bottom of the pipe. That needs to be spread over a fairly long area, the length of the pond, so that it is truly sheet flow and not concentrated.

Q17. Where is your boundary on that end (on lower railroad grade near Pond 1)?

A17. See the big tree, right there, we'll make that our boundary and there is nothing to be done on the right side here. You are not supposed to be over in there on the creek side.

Q18. You did say that the pond (Pond 1) outlet pipe was to be removed?

A18. That pipe is to be removed and this area is to be filled in to sheet flow and that means spread over a large area and not concentrated.

Q19. A question was asked about a stormwater permit.

A19. WVDEP applies for the stormwater permit and pays all fees associated with the permit, when I say fees I am talking about permit fees. The successful contractor is responsible on the ground for the requirements of that stormwater permit and any violations of that permit and any assessments. We will apply for a release as quickly as we meet the minimum requirements to discontinue it, because we pay for that and if you let it drag on into another year with the hope that you don't get your warranty extended, I'll note some of you are not familiar to me, there is a warranty on vegetation on this site, on all our jobs, and it is 1 year from the signing (approval by WVDEP inspector) of the last invoice. When the last invoice that has vegetation on it is signed, that's when your 1 year warranty starts and you're responsible for that vegetation and any erosion associated with that for 1 year.