



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
 DEP13872

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 WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/30/2008				

BID OPENING DATE: 08/26/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE PINECREEK/OMAR LCAP PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE Q/A RESULTING FROM THE 07/09/08 MANDATORY PRE-BID MEETING.						
BID OPENING DATE AND TIME HAVE BEEN EXTENDED FROM 08/07/08 TO 08/26/08 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 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 may be deemed null and void, and 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.
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 Alcohol 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 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:
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 # : DEP 13872
Project: Pinecreek Quar

Bid Date: 8/9/08
Pre-Bid Date: 7/9/08

Name : Clyde Bennett
Company: WU DEP
Address: 601 57th St
CHARLESTON WV
Phone #: 389-8180
Fax #: _____
Email : _____

Name : MIKE EVANS
Company: KANAWHA STONE Co
Address: P.O. Box 503
MITCHELL WV.
Phone #: 304-755-8271
Fax #: 304-755-8274
Email : MIKE.EVANS@KANAWHA
STONE.COM

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO Box 13015
Sierra Vista
WV 25360
Phone #: 984-1115
Fax #: 984-2770
Email : Rcarp103@aol.com

Name : GENE TERRY
Company: INDEP X
Address: INDEP - OHIO
5720 SCHARF ROAD
INDEPENDENCE OHIO - 44131
Phone #: 216-524-1700
Fax #: 216-524-1701
Email : WWW.INDEP.COM

Name : BASIL CARPENTER
Company: Basil Carpenter & Inc
Address: 333 A Call Rd
Chas WV 25312
Phone #: 546-1601
Fax #: 984-3528
Email : _____

Name : Tim Rafter
Company: CETCO
Address: 900 Northbrook Dr
TREXOR PA 19053
Phone #: 215 673 357 0630
Fax #: 215 357 0945
Email : Tim.Rafter@CETCO.COM

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN CO
Address: 511 50th Street
CHARLESTON WV
25304
Phone #: 304 925 0253
Fax #: 925 9043
Email : July Maje@TOL.COM

Name : JOE PINGLEY
Company: ENVIRONMENTAL Construction
Address: 4841 Trays Valley Rd
Scott Depot, WV 25560
Phone #: 304 755-8241
Fax #: 304 755-8280
Email : joepingley@earthlink.net

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP13872
Project: PINECREEK, OMAH

Bid Date: 8/7/08
Pre-Bid Date: 7.9.08

Name : Eva Melancon
Company: Mountaineer Grading
Address: Elkview WV

Name : Rod May
Company: Green Mt Co
Address: 511 S.W. 5th St
Charleston W.V 25304

Phone #: 548-6800
Fax #: 548-6900
Email :

Phone#: 304-925-0259
Fax #: 925-~~9250~~
Email :

Name : CLARENCE PATTERSON
Company: PATTERSON CONTR.
Address:

Name : John James
Company: Terradon
Address: Poca, WV

Phone #:
Fax #:
Email :

Phone#:
Fax #:
Email :

Name : ANN WARDWELL
Company: EASTERN ARROW
Address: PO BOX 4108
CHARLESTON WV
25364

Name : William L. Gerencir
Company: Terradon Corp.
Address: Poca, WV

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

Phone#:
Fax #:
Email :

Name : JAY B WARDWELL
Company: EASTERN ARROW
Address:

Name : Jim Downey
Company: TERRADON Corp.
Address: Poca, WV

Phone #:
Fax #:
Email :

Phone#:
Fax #:
Email :

PINE CREEK/OMAR LCAP**PRE-BID MEETING****JULY 9, 2008****QUESTIONS RECEIVED AT PRE-BID MEETING**

QUESTION: Is the contractor responsible for handling leachate?

RESPONSE: The contractor should sequence construction so that the leachate storage tank is constructed early. Once the tank is constructed and leachate is delivered to the tank, DEP will handle all leachate hauling from the tank.

QUESTION: Is the relocated creek channel to be constructed on a fill?

RESPONSE: The drawings show the relocated creek channel to be constructed on original ground; however, in this case, original ground is fill that is already in place as a result of the rock quarry operation.

QUESTION: Will the toe buttress have to be put in before the trash is moved?

RESPONSE: Yes.

QUESTION: How will you get the water out of the way of construction if you don't relocate the stream first?

RESPONSE: Chances are you won't. We anticipate that the preferred construction sequence will be to relocate the stream before any other construction begins.

QUESTION: Is there any reclamation plan for the quarry that will impact the location of the stream?

RESPONSE: No. The quarry owner, Pat Patterson, does not have a reclamation plan in-place that will interfere with the location of the relocated stream. However, you should coordinate the stream relocation with him.

QUESTION: How are we going to hold the liner prices until next year?

RESPONSE: Unfortunately, the Owner cannot take responsibility for price increases in materials over the life of the contract. This is the responsibility of the Contractor.

QUESTION: Where is the good soil borrow area?

RESPONSE: We anticipate that some is on the hill above the landfill. The soil covering the existing landfill will also make good borrow material provided it is not mixed with trash; otherwise you will have to research other locations. Please remember that all soil must be screened to the particle sizes required in the specifications. The area must be reclaimed in accordance with the specifications after the borrow area is no longer needed.

QUESTION: Where would the rock borrow areas be?

RESPONSE: On the landfill side or any other area outside of the permitted rock quarry operation. All rock located inside the permit area of the rock quarry belongs to the rock quarry owner, Mr. Patterson. The rock area must be reclaimed in accordance with the specifications after the borrow area is no longer needed.

QUESTION: What will be the last day prior to Bid Opening that you will accept written questions?

RESPONSE: Questions must be asked prior to the bid opening date and addressed to the Purchasing Division.

QUESTION: Does a written safety plan have to be submitted with the "No Debt Affidavit".

RESPONSE: No. There is a new "No Debt Affidavit" dated 7-1-08 that can be obtained from the state purchasing web site. Be sure to use the new one and submit it with the Bid. When you sign this "No Debt Affidavit" you are also certifying that you have a written Drug Free Work Place Plan in-place and will make it available at contract signing.

QUESTION: Will we have to provide daily cover if we work 24 hours a day?

RESPONSE: No. If you are actively working the area 24 hours per day, you will not have to provide daily cover as required by state law. However, if you do not work an area continuously then the daily cover requirement is in effect.

QUESTION: Would you please clarify how excavation of waste is to be paid.

RESPONSE: Delete section 18.1, paragraph 5 and 6 and replace the paragraphs with the following:

5. Excavation and fill required for the landfill toe buttress. Material incorporated into the toe buttress, both soil and rock, will be paid per cubic yard based on before and after cross sections surveyed on 50 foot intervals along "Baseline A". Fill made beyond the limits of fill shown for the buttress as shown on the cross sections will be at the Contractor's own expense. Excavation of soil and rock associated with the toe buttress will be considered incidental to construction and no separate payment will be made. However, it should be noted that material removed from the clay cap on the existing landfill will be paid for as excavation. Such material used in the buttress will effectively be paid for twice; once as excavation, and once as fill.
6. Excavation of the waste material will be paid for on a cubic yard basis measured between existing ground and final subgrade for the cover. This project is designed as a balanced job, with excess or deficient material made up by raising or lowering the balance bench indicated on the plans. Note: If the existing cover material is removed and used either in the buttress fill or final cover, such material will be effectively paid for twice as mentioned above.

Additional Questions Received from Tank Manufacturer

Primary tank –

- Q • Drawings show 50x15.0' sidewall with a liquid depth of 13.0' and required 2' freeboard. Specs say must be net 213,000 gallons. These 2 do not match up. To get 213K, we need 14.3' liquid depth. Then to get 24" freeboard, we would need to add 19" extension. The net sidewall would be 16.7' w/ 28" freeboard at 213,000 gallon capacity. Please specify what is required?

ANSWER: Use dimensions as shown with 13 feet to overflow. Tank storage will be 190,833 gallons

- Q • Drawings show steps (not a ladder) on the exterior of the primary tank between the cross over walkway elevation and the top of the tank sidewall. We believe that this is a drawing error because all others are ladders both inside and outside primary & 2ndary are ladders not a staircase. Do you really want that 5 or 6 step staircase suspended up in the air?

ANSWER: Delete the steps and use a ladder

- Q • Details of the primary tank drain (B/31 & C/31) do not match. Which one is required? Our preference would be C/31.

ANSWER: Use detail c/31. Terminate riser pipe 1" below tank floor, and retain removable silt stop for both details

Secondary Tank –

- Q • Drawing shows 9.5' liquid depth + 2' freeboard & top of tank wall at 11.5'. If we have to get 213K + 10% then liquid depth = 10.5'. We assume we need to raise the overflow 12" leaving just 12" freeboard. Is that correct?

ANSWER: Use dimensions as shown. This will provide approximately 214,426 gallons of storage, which is equal to the 190,833 gallons in primary tank plus 12% excess storage

- Q • Tank specs call for a bottom manway for only the primary tank. Drawing sheet 31 is also drawn that way. However drawing sheet 12 shows a bottom manway in both primary and secondary tank. Is there to be a manway in the 2ndary tank?

ANSWER: An access manway is to be installed on both tanks.