



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
DEP14147

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	F.O.B.	FREIGHT TERMS
07/10/2008				

BID OPENING DATE: **07/24/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** ADDENDUM NO. 1 *****					
	ADDENUM ISSUED FOR THE VMS, LTD. PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET, THE Q&A, REVISED BID SCHEDULE, AND THE SKIMMER BOARD DETAIL DRAWING AS A RESULT OF THE PRE-BID MEETING OF 06/24/08.					
	BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/24/08 AT 1:30 PM.					
	***** NO OTHER CHANGES *****					
0001		JB		962-73		
	1					
	RECLAMATION: RESTORATION OF WATER					

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 # : DEP14147
Project: VMS, Ltd.
S-1045-87

Bid Date: 07/24/08
Pre-Bid Date: 6/24/08

Name : David Mathias
Company: Kanawha Stone Co.
Address: PO Box 003
Nitro, WV 25143
Phone #: 304-705-8271
Fax #: 304-705-8274
Email : David.mathias@kanawha
stone.com

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN Co.
Address: 511 50th STREET
CHARLESTON WV
25304
Phone#: 304 925 0253
Fax #: 925 4043
Email : JodyMay@aol.com

Name : Gary Long
Company: McCourt & Son Const.
Address: 2790 Centralia Rd.
Seton WV 26601
Phone #: 304-765-5288
Fax #: 304 765-5393
Email :

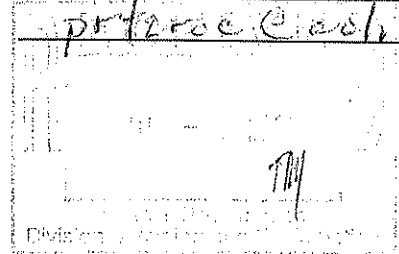
Name : Travis Barbee
Company: Mid Atlantic Site Development
Address: 332 Tub Run Hollow Rd.
Hedgesville, WV 25427
Phone#: 304 229 4111
Fax #: 304 229 0911
Email : TravisBarbee@MASDinc.com

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 : Jim MYERS
Company: MASD, INC
Address: 332 TUB RUN HOLLOW Rd.
HEDGESVILLE, WV 25427
Phone#: 304-229-4111
Fax #: 304-229-0911
Email : BIDLISTS@YAHOO.COM

Name : Robert Barnes
Company: BARNES EXL INC.
Address: P.O. BOX 13384
Sissonville WV 25360
Phone #: 984-1725
Fax #: 984-0074
Email : BARNES EXL @ AOL.COM

Name : Charlene Pretzel
Company: JL Pretzel Contracting
Address: 9 Belgian Estates
Bruceville Mills WV 26525
Phone#: 304-379-7789
Fax #: same
Email : pretzelc@aol.com



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14147
Project: VMS, Ltd.
S-1045-87

Bid Date: 07/24/08
Pre-Bid Date: 6/24/08

Name : GEORGE FRESHOUR
Company: EAGLE EXCAVATION, INC
Address: P.O. BOX 218
KENNA WV
25248
Phone #: (304) 372-4378
Fax #: (304) 372-4378
Email : none

Name : Jim Irey
Company: Berner Construction, Inc
Address: 1101 Quarry Road
GAP, PA 17527
Phone #: 717/442-3110
Fax #: 717/442-0457
Email : Jim.Irey@BernerConstruction.com

Name : Don Wendt
Company: Utilities Forestry Svcs
Address: P.O. Box 1027
Clearfield, PA 16830
Phone #: 412-874-0072
Fax #: 814-765-5698
Email :

Name : LOUIE WALTON
Company: BEAR CONTRACTING
Address: P.O. 1196
BRIDGEPORT WV
Phone #:
Fax #:
Email :

Did Not Sign

Name : LEONDIS GILKERSON
Company: CJJ CONTRACTING
Address: P.O. 37
CRUM WV 25669
Phone #: 304 393 4907
Fax #: 393 4908
Email : CJS CONTRACTING@YAHOO.COM

Name : Spencer Wooddell
Company: Cougirl Up Inc
Address: Po Box 243
Simpson, WVa 26435
Phone #: 304 739 4397
Fax #: SAME
Email : trw-cougirup@earthlink.net

Name : Doug Vincent
Company: Breakaway Inc.
Address: 1075 Old Turnpike Rd
Sutton, WV 26661
Phone #: 765-5317
Fax #: 765-5389
Email :

Name : CHARLES E. BOLYARD & SON INC
Company: CHARLES E. BOLYARD & SON INC
Address: 125 EAST MAIN ST
KNOXSVILLE WV 26137
Phone #: 304-329-1330
Fax #: 329-1571
Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14147
Project: VMS, Ltd.
S-1045-87

Bid Date: 07/24/08
Pre-Bid Date: 6/24/08

Name : JAMES ALLEN
Company: J F ALLEN CO
Address: P.O Box 2049
Buckhannon WV 26201
Phone #: 304 472 8890
Fax #: 304 472 8897
Email : _____

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : BOB CALVERT JR
Company: GREEN RIVER GROUP
Address: 532 Ashbrook Sq
MORGANTOWN WV 26508
Phone #: 304 534-3991
Fax #: 304 534-3992
Email : BOBCALVERTJR.@YAHOO.COM

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____
Phone #: _____
Fax #: _____
Email : _____

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

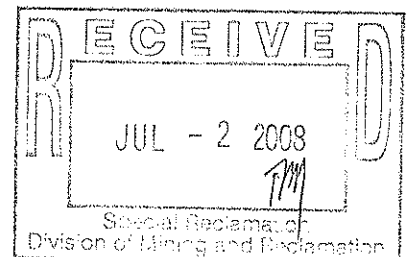
Name : David McCoy
Company: _____
Address: 6/24/08
Phone #: _____
Fax #: _____
Email : _____

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14149
VMS, Ltd. Permit # S-1045-87**

005

- 1.) **Bid Item #16.0** Pond Cleaning and Modification has been changed to a **NO BID ITEM**. Do not put any money on this bid item. The Pond Cleaning is addressed on Bid Item #17.0, and the Pond Modification is addressed on Bid Item #21.0.
- 2.) **Q.** Is this all on one land owner?
A. Yes. (Owner name is Jack Trickett.)
- 3.) **Q.** Do you have liner material on the ditch area (in reference to inlet and exit troughs of the aerobic wetland and the manganese removal bed)?
A. Yes, we are lining the inlet and outlet troughs only, not the whole bed or pond.
- 4.) **Q.** Do the skimmer boards have liners attached?
A. No, but the over and under baffles in the manganese removal bed do have liner material attached.
- 5.) **Q.** Is all of the limestone high calcium (>85%) or just the stone in the manganese removal bed?
A. Just the limestone in the manganese removal bed. **Clarification:** The limestone size listed as #57 (1" ~ 1 1/2") on Bid Item #20 and Bid Item #24 should say **1" ~ 1 1/2" size**.
- 6.) **Q.** On the access road upgrade, you talk about the 6 inches of stone paying by the ton, does the 3 inch layer covered on everything?
A. Yes, the 3 inches of crusher run limestone is for the entire road upgrade.
- 7.) **Q.** On page 57 (Site #1 map), how are all of the ditches paid for?
A. Those shall be V-Ditches and will be paid for per linear feet installed (Bid Item #10.0).
- 8.) **Q.** Will the rock in the V-Ditch be regular limestone, or the high calcium limestone?
A. Regular limestone, not high calcium limestone.
- 9.) **Q.** What about a mandatory drug testing program for the contractors to be effective by July 1, 2008?
A. Purchasing will have revised Purchasing Affidavits and revised Terms & Conditions on the back of our Request For Quotations and Purchase Order forms out for use on July 1, 2008. Signing a bid and/or the affidavit after that date will certify the vendor is in compliance with the requirements of the new State law. We will require all construction contracts issued on or after 07/01 have the revised Purchasing Affidavit on file in order to award. Purchasing will request a revised affidavit be signed when they send the request for bonds, insurance, etc., in this particular situation and all other similar projects advertised prior to 07/01 but opened and awarded after 07/01. (From Chuck Bowman)



- 10.) Q. Do we have to clean out the old pond, and backfill it, and put the new treatment cells there?
A. Yes, the pond must be cleaned out to a solid bottom to reconstruct new embankments and berms. We have separate bid items for water treatment, pond cleaning, and pond modification.
- 11.) Q. Where does the manganese bed lay, where is the four corners of it?
A. Where ever you can fit the bed here at the best location, we have given you the dimensions, and we must have gravity flow from one unit to the next as laid out on the site map for Site #1.
- 12.) Q. Is there a place around here (Site#1) that we can find a borrow area and a disposal site?
A. We would like to use the area where the Aerobic Wetland will be constructed for a borrow area, since that area needs to be lowered. Possible pond cleaning disposal sites may be selected around the old pond location.
- 13.) Q. Is there a compaction spec. on the material that goes in here to reconfigure this (pond site #1)?
A. We did not go with a standard Proctor test, but if you read in the Embankment Construction of the ponds, we want material to be put in certain lifts (page 24 Bid Item#21.0)
- 14.) Q. Do we have to worry about clearing land around the pond (site 1) and being on another property owner?
A. We are not certain where the property owner markers are around the pond (site 1). We will define the construction limits during construction.
- 15.) Q. Do you think we will find suitable material to build the new pond with?
A. Yes, we think so.
- 16.) Q. What will we do with the pond cleanings (site 2)?
A. Dispose of them on site 2 as close to the pond as possible.
- 17.) Q. Can all three sites be worked at the same time?
A. Yes.
- 18.) Q. The diversion ditches, are we putting stone back in them, or are we just reshaping them to drain properly?
A. Some contour ditches shown on the site map are not going to be re-worked, only the ditches on the site map with bold black arrows and lines will be rock lined and paid for under the V-Ditch bid item.
- 19.) Q. How much time do you think it is going to take from the bid date to the Notice to Proceed?
A. Six to eight weeks. Once the Purchase Order is issued by Purchasing Division, DEP will issue the Notice to Proceed within ten days.
- 20.) Q. The sludge cell (site 3) top dimensions that you give, are you going to have freeboard on it as well?
A. Yes, two feet minimum.

- 21.) Q. On the road construction, are they going to cut the brush back?
A. Yes, clearing a thirty feet wide right of way on the roads is included.
- 22.) Q. Is the 150 feet of seep collector to be installed on the bank where the seeps are on the surface?
A. Yes, and we have a detail drawing on page 67 Seep Conveyance #3.
- 23.) Q. On the 40 acres of seed, where is it all at?
A. We plan to use it all, we have spot bare areas to cover, and around all three sites.
- 24.) Q. You have 15 tons/acre of lime at 85% purity, is that correct?
A. Yes, that is correct. We also use what was required in the original permit.
- 25.) Q. In the sludge cell (site 3), are you just putting one pipe in it?
A. Yes, in one end.
- 26.) Q. Are you going to require pea-gravel or can you use small sandstone (sludge cell underdrain)?
A. You can also use small size sandstone or pea-gravel as long as you meet the size requirement.
- 27.) Q. What is the depth on this pond (site 3) when we get done?
A. Clean existing pond to a minimum depth of 8 feet with 2 feet of freeboard.
- 28.) Q. How far below the pond can we put pond cleanings (site 3)?
A. You are working in a limited area, due to some wet areas currently draining water.
- 29.) Q. Can we put the road somewhere else?
A. No, lets bid this as we have planned it.
- 30.) Q. Is this water bad now (site 3 pond)?
A. Yes, on page 26 Bid Item #27.0 Water Treatment, there is a table of average water quality. At times this water drops below 6 pH.
- 31.) Q. Where is the material come from to build the embankment in the pond (site 3)?
A. Use material from the bank excavation for the road, and material from the sludge cell construction.
- 32.) Q. Do we clean around the perimeter of the pond as well (pond 4)?
A. No, we will only clean sediment out of pond inlet and install ditches. We will do some revegetation which is covered with the 40 acres in the Revegetation bid items.

WV-36a STATE OF WEST VIRGINIA
 Rev. 9/13/07 PURCHASING CONTINUATION SHEET
 VENDOR:

008

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>VMS, LTD</u>				
PERMIT NUMBER(S): <u>S-1045-87</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$
3.0	<u>1600</u> LF	<u>ACCESS ROAD UPGRADE</u>	\$ PER LF	\$
3.1	<u>300</u> LF	<u>FILTER FABRIC FOR ROAD UPGRADE</u>	\$ PER LF	\$
3.2	<u>90</u> TON	<u>INCIDENTAL STONE FOR ROAD UPGRADE</u>	\$ PER TON	\$
3.3	<u>5900</u> LF	<u>CONSTRUCT NEW ACCESS ROAD</u>	\$ PER LF	\$
4.0	<u>220</u> LF	<u>HDPE CULVERT 15 INCH DIAMETER</u>	\$ PER LF	\$
5.0	<u>180</u> LF	<u>HDPE CULVERT 24 INCH DIAMETER</u>	\$ PER LF	\$
6.0	<u>800</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ PER LF	\$
7.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$
8.0		<u>REVEGETATION</u>		

BUYER CB-23	PAGE 5	REQ. OR PO NO. DEP 14147
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
 Rev. 9/13/07 PURCHASING CONTINUATION SHEET
 VENDOR:

009

8.1	40 AC	<u>AGRICULTURAL LIME</u>	\$	\$
			PER ACRE	
8.2	40 AC	<u>FERTILIZER</u>	\$	\$
			PER ACRE	
8.3	40 AC	<u>MULCH</u>	\$	\$
			PER ACRE	
8.4	40 AC	<u>VEGETATIVE SPECIES</u>	\$	\$
			PER ACRE	
9.0	660 LF	<u>SIX-FOOT TRAPEZOIDAL DITCH</u>	\$	\$
			PER LF	
10.0	3490 LF	<u>FOUR-FOOT V-DITCH</u>	\$	\$
			PER LF	
11.0	450 LF	<u>FOUR-FOOT GROUTED V-DITCH</u>	\$	\$
			PER LF	
12.0	80 LF	<u>EXIT SPILLWAY CHANNELS</u>	\$	\$
			PER LF	
13.0	60 LF	<u>12 INCH HDPE PIPE</u>	\$	\$
			PER LF	
14.0	600 LF	<u>BAFFLE CURTAIN</u>	\$	\$
			PER LF	
		<u>SITE 1</u>		
15.0	LUMP SUM	<u>WATER TREATMENT</u>	LUMP SUM	\$
16.0	LUMP SUM	<u>POND CLEANING AND MODIFICATION</u>	NO BID ITEM	DELETE BID ITEM
17.0	LUMP SUM	<u>POND CLEANING</u>	LUMP SUM	\$
18.0	120 LF	<u>SEEP CONVEYANCE DRAIN 1</u>	\$	\$
			PER LF	
19.0	LUMP SUM	<u>AEROBIC WETLAND</u>	LUMP SUM	\$
20.0	LUMP SUM	<u>MANGANESE REMOVAL BED</u>	LUMP SUM	\$

WV-36a STATE OF WEST VIRGINIA
 Rev. 9/13/07 PURCHASING CONTINUATION SHEET
 VENDOR:

010

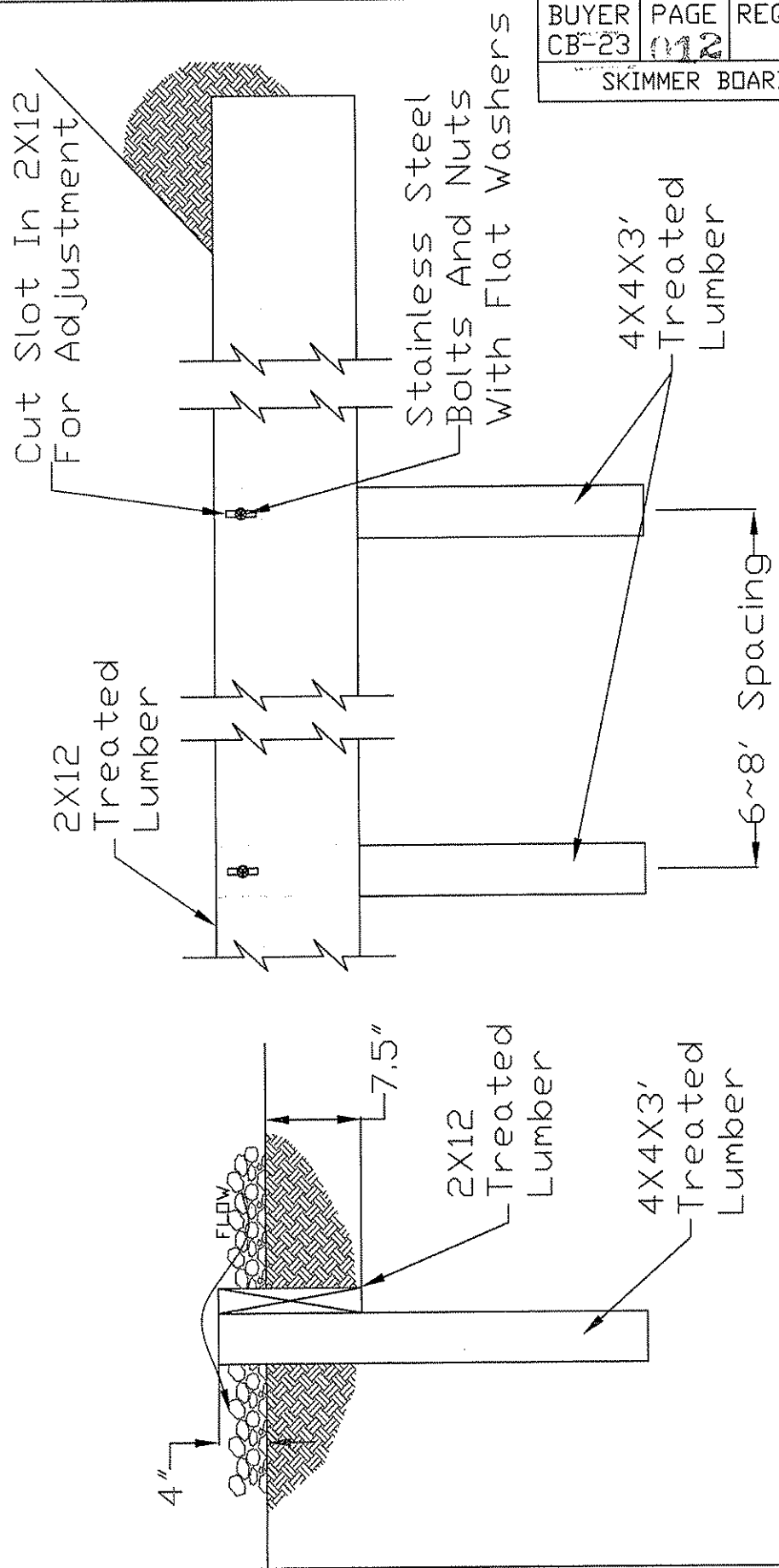
21.0	LUMP SUM	<u>SETTLING POND MODIFICATION</u>	LUMP SUM	\$
		<u>SITE 2</u>		
22.0	LUMP SUM	<u>WATER TREATMENT</u>	LUMP SUM	\$
23.0	LUMP SUM	<u>POND CLEANING</u>	LUMP SUM	\$
24.0	LUMP SUM	<u>MANGANESE REMOVAL BED</u>	LUMP SUM	\$
25.0	LUMP SUM	<u>SETTLING POND MODIFICATION</u>	LUMP SUM	\$
26.0	10 LF	<u>SEEP CONVEYANCE DRAIN 2</u>	\$	\$
		<u>SITE 3</u>	PER LF	
27.0	LUMP SUM	<u>WATER TREATMENT</u>	LUMP SUM	\$
28.0	LUMP SUM	<u>POND CLEANING</u>	LUMP SUM	\$
29.0	135 LF	<u>SEEP CONVEYANCE DRAIN 3</u>	\$	\$
			PER LF	
30.0	LUMP SUM	<u>SETTLING POND MODIFICATION</u>	LUMP SUM	\$
31.0	LUMP SUM	<u>SLUDGE DISPOSAL CELL</u>	LUMP SUM	\$
32.0	LUMP SUM	<u>SLUDGE CELL UNDERDRAIN</u>	LUMP SUM	\$
33.0	10 LF (Depth)	<u>SUB-FOUNDATION PREPARATION</u>	\$	\$
			PER LF	
34.0	LUMP SUM	<u>FOUNDATION</u>	LUMP SUM	\$
35.0	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$

BUYER CB-23	PAGE 7	REQ. OR PO NO. DEP 14147
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 VENDOR:

011

36.0	LUMP SUM	<u>DOSING UNIT AND SILO</u>	LUMP SUM	\$ _____
37.0	100 LF	<u>4 INCH HDPE DRIVELINE</u>	\$ _____ PER LF	\$ _____
38.0	LUMP SUM	<u>WATER CONNECTION AT DISPENSING UNIT</u>	LUMP SUM	\$ _____
39.0	450 LF	<u>6 INCH HDPE SLUDGE PIPE</u>	\$ _____ PER LF	\$ _____
40.0	2 EA	<u>PUMP ADAPTOR CONNECTION</u>	\$ _____ PER EA	\$ _____
41.0	1 EA	<u>WYES (6" HDPE LATERALS 45°)</u>	\$ _____ PER EA	\$ _____
TOTAL PERMIT <u>S-1045-87</u>				\$ _____



NOTE: The length of board varies with the application. The ends of the skimmer board shall extend two feet into solid material on each side.