



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
DEP14149

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: **07/23/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE FRUSH ENTERPRISES PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET & THE Q/A RESULT- ING FROM THE 06/24/08 PRE-BID MEETING. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/23/08 AT 1:30 PM. ***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
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

002

RFQ # : DEP14149
 Project: Frush Enterprises, Inc.
S-1008-89

Bid Date: 07/23/08
 Pre-Bid Date: 6/24/08

Name : Robert Barnes
 Company: Barnes Exc. Inc.
 Address: P.O. Box 13384
Sissonville WVA
25360
 Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email : Barnes Exc @ AOL.com

Name : J.L. Pro Contracting
 Company: J.L. Pro Contracting
 Address: 9 Belgian Estates
Braxton Mills WV
 Phone#: (304) 379-7789
 Fax #: Same
 Email : prtzroc@aol.com

Name : Diana Madonia Sieru
 Company: 226 N. D. Kirk
 Address: CRAFTON
304 265 0188
Care @ aol
 Phone #: _____
 Fax #: 304 265 0558
 Email : _____

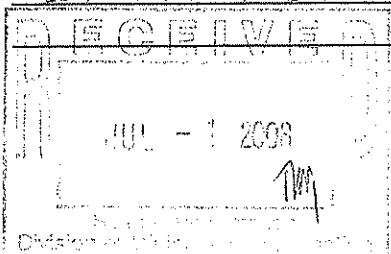
Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO.
 Address: 511 50th STREET
CHARLESTON WV
25304
 Phone#: 304 925 0253
 Fax #: 925 9230
 Email : Jody Maje @ AOL.com

Name : GARY LONG
 Company: McCourt & Son Const.
 Address: 2790 Centralia Rd.
Sutton WV 26601
 Phone #: 304 765-5388
 Fax #: 304 765-5293
 Email : _____

Name : Travis Barber
 Company: Mid Atlantic Site Dev. Inc.
 Address: 332 Tub Run Hollow Rd.
Hedgesville, WV 25427
 Phone#: 304 229 4111
 Fax #: 304 229 0911
 Email : Travis Barber @ MASD INC. com

Name : NANCY SOMERS
 Company: MIDWAY RECLAMATION LLC
 Address: PO 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 : biobists @ yahoo. com



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET 003

RFQ # : DEP14149 Bid Date: 07/23/08
 Project: Frush Enterprises, Inc. Pre-Bid Date: 6/24/08
S-1008-89

Name : Spencer C Wooddeff
 Company: Congirl Up Inc.
 Address: P.O. Box 243
Simpson, WV 26435

Phone #: 304 739-4397
 Fax #: 304 739-4397
 Email : trw-congirlup@earthlink.net

Name : BOB CALVERT JR
 Company: GREEN RIVER Group
 Address: 532 Ashbrook Sq.
MORGANTOWN WV 26508

Phone #: 304 594 3991
 Fax #: 304 594-3992
 Email : BOBCALVERTJR@YAHOO.COM

Name : DENNIS C. ELBON
 Company: GROUND BREAKERS Inc
 Address: P.O. Box 1227
CLARKSBURG, WV 26302

Phone #: 304-622-2400
 Fax #: 304-622-2410
 Email : groundbr@mg,rr.com

Name : Lonnie Walton
 Company: BEAR CONTRACTING
 Address: P.O. Box 1196
BRIDGEPORT
WV

Phone #: 304-842-3002
 Fax #: _____
 Email : _____

Name : JAMES ALLEN
 Company: JF ALLEN CO
 Address: P.O. Box 2049
Buckhannon WV 26201

Phone #: 304 472 8890
 Fax #: 304 472 8897
 Email : _____

Name : Doug Vincent
 Company: BREAKAWAY INC.
 Address: 1075 Old Turnpike Rd
Southon, WV 26601

Phone #: 765-5317
 Fax #: 765-5389
 Email : breakaway_wv@verizon.net

Name : Randy Carpenter
 Company: Carpenter Reclamation
 Address: P.O. Box 13015
Sissonville, WV
25360

Phone #: 304-984-1115
 Fax #: 304-984-2770
 Email : _____

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

Phone #: 204 372-4378
 Fax #: 304 372-4378
 Email : None

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

004

RFQ # : DEP14149

Bid Date: 07/23/08

Project: Frush Enterprises, Inc.
S-1008-89

Pre-Bid Date: 6/24/08

Name : Vince McCracken
Company: EV McCracken Const
Address: 1100 Charles Ave
Pinbar WV 25064

Phone #: 304 444 1598
Fax #: 304 768-1183
Email : vincemcc@hotmail.com

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____

Name : David McCoy
Company: _____
Address: 6/24/08

Phone #: _____
Fax #: _____
Email : _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____

Name : _____
Company: _____
Address: _____

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Phone# : _____
Fax # : _____
Email : _____

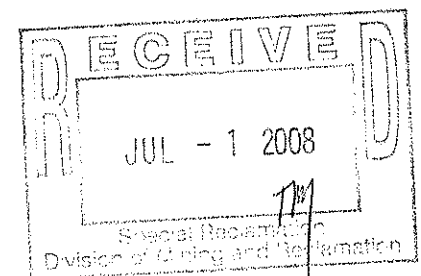
Name : _____
Company: _____
Address: _____

Phone# : _____
Fax # : _____
Email : _____

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14149
Frush Enterprises Permit # S-1008-89**

005

- 1.) **Q.** How much total linear feet do you estimate to get to the mine void?
A. 360 feet distance.
- 2.) **Q.** On Bid Item 9.3, how is that item paid for?
A. This item is to pay for up to 360 linear feet from the pit to the mine void, the contractor shall install two (2) 12-inch HDPE mine drain pipes and steel casing for each.
- 3.) **Q.** You were talking about 6 inch diameter pilot holes, what size pipe are putting in there?
A. The holes are for initially dewatering the mine. Then the holes will be bored larger to accept the 16 inch diameter steel casing. Then the 12 inch HDPE mine drain pipe shall be placed inside the casing and grouted in place.
- 4.) **Q.** So, is there going to be 1440 feet of casing going into the ground?
A. No, there will be up to 720 feet of casing because there are two mine drains. (360 feet each).
- 5.) **Q.** Is there two different bore pits?
A. No, there is only one bore pit.
- 6.) **Q.** So, you are paying for the pilot holes in single runs per linear feet?
A. Yes, because you may hit a solid block of coal the first time. You will have enough footage for four (4) holes. Only two are required.
- 7.) **Q.** How much of that are you going to pay for (pilot holes), are you going to pay for the hole 1440 feet or just what we hit? If we hit it the first time is that all we do?
A. We will pay you for the holes that you drill, up to four holes. If you hit mine voids on the first two attempts, then we will stop and pay for two.
- 8.) **Q.** That piezometer pipe, are you going to plug that when we get done?
A. No, not with this contract.
- 9.) **Q.** On the Wyes, do we need to put a cap or anything on that?
A. Yes, the next bid item (Flanges) covers a flange and a blank to be installed on the ground surface as a cap or cleanout.
- 10.) **Q.** Will those Wyes come up at a 45 degree angle?
A. Yes, to be able to jet the pipeline out toward the deep mine voids.
- 11.) **Q.** Do the mine drain outlet pipes have to be straight or can they curve around with the existing grade?
A. No, they can curve with the existing contour of the land.



12.) **Q.** Bid item 10.0 Double 12-inch HDPE Pipe, will that be paid the same as the Double Mine Drains?

A. Yes, we will pay up to 500 linear feet for double pipe installation, so you may need as much as 1000 feet of pipe material.

13.) **Q.** Will we have to treat the water as the mine is being dewatered? Do you have water data?

A. Yes, you will have to treat it (Bid Item 18.0 Water Treatment). Yes, water data is available.

14.) **Q.** Was the coal augered?

A. A portion was strip mined, the center section was deep mined, possibly as early as 1930's or 1940's.

15.) **Q.** Is the bad water coming out on this side of the hill or the other side?

A. On this side, and has caused some slips.

16.) **Q.** Will he (landowner) have cattle in here while we are working?

A. No.

17.) **Q.** Is that a different landowner where we are parked?

A. Yes, but most of the work will be on Gordon Osbourne property.

18.) **Q.** Do you know where the outer part of the strip ends?

A. No, this is for the contractor to determine during construction.

19.) **Q.** How do we connect the HDPE mine drain pipe to the HDPE drain pipe to the sediment pond? Water may be flowing through the casing and/or the HDPE pipe, how do we connect it?

A. That is the contractor's choice, you can fusion weld it, or flange it and bolt together. If flanged, they shall be incidental to installing the pipe.

20.) **Q.** Do we have to install steel casing?

A. Yes, as a conduit for the HDPE pipe to enter the mine void.

21.) **Q.** Can the Wyes be flanged on, or do they have to be fused on?

A. Yes, but if so, stainless steel backer rings, bolts, and nuts must be used.

22.) **Q.** Do you have any idea of how long it will take to relief the water pressure from the 6 inch pilot holes?

A. No, the deep mine workings are not too extensive. 50 acres total surface area.

23.) **Q.** After the mine is drained, are we going to have to relocate the landowner's water source for the cattle or will he have to use the new settling pond?

A. If the existing water troughs are disturbed by the contractor, the contractor will be responsible for repairs or replacement of the troughs and/or pipes. The water feeding the existing troughs is above the deep mine coal seam and will not be effected by the mine dewatering.

- 24.) **Q.** Where can we put the stuff (material) out of the pond at?
A. Balance the cut and fill of the pond construction and use the cut material to build embankments on the lower end of the pond.
- 25.) **Q.** Is the pond site on original ground?
A. Another pond used to split the property lines, but was filled in, so there may be some fill at this pond site.
- 26.) **Q.** Does the discharge of the new pond extend onto the other property?
A. Yes, the exit channel will.
- 27.) **Q.** What dictates the proper elevations for the pond?
A. We have provided the borehole #4 depths, and have provided the percent slope requirements for pipes, and have a Construction Stakeout Bid Item (#6.0) to pay the contractor. The DEP shall verify the elevations of structures and pipe slopes prior to construction.
- 28.) **Q.** Do we have to have As-Built plans?
A. No, not required.
- 29.) **Q.** Are the inlet and exit channels to the settling pond trapezoidal in shape?
A. Yes, and will be paid under the V-Ditch Bid Item (#13.0). The trapezoidal ditch shall transition to a V shaped ditch after the pond berm.
- 30.) **Q.** Where is all of the V-Ditch to be installed?
A. Refer to the site map on page 38 of the requisition. The ditch shall extend from the settling pond down along the access road to the gate at the bottom of the road.
- 31.) **Q.** How far does this pipe extend back, does it go to the deep mine?
A. No, we do not believe the pipe extends far back into the hill side.
- 32.) **Q.** Do we have to perforate the pipe where seeps enter the trench?
A. No, the pipes are solid and sit 6 inches above the bottom of the trench with non-calcareous rock around the pipes as a seep collector.
- 33.) **Q.** Are you aware of any fuel in any old tanks that need removed as part of the Debris removal?
A. There are no tanks that we are aware of, but there are a few old 55 gallon drums. We do not know what was stored in them.