



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
 DEP14153

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
03/04/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE CHESTNUT RIDGE COAL CORP PROJECT TO DISTRIBUTE THE Q/A, THE REVISED BID SCHEDULES, & THE PRE-BID SIGN-IN SHEETS RESULTING FORM THE MANDATORY PRE-BID MEETING OF 02/25/2009. SEE THE ATTACHED.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 03/25/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF WATER						
***** THIS IS THE END OF RFQ DEP14153 ***** TOTAL: _____						

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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 Cover 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 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 case 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 # : DEP14153 Bid Date: 3/25/09
 Project: Chestnut Ridge Coal Corp. Pre-Bid Date: 2/25/09
S-28-83

Name : Travis Kidwell
 Company: Kidwell Construction Co.
 Address: P.O. Box 7
Levels, WV 25431

Phone #: 304-992-5490
 Fax #: 492 5612
 Email : Kidwellconstruction@
frontier.net

Name : Bill Bolvard
 Company: Charles E Bolvard & Son Inc
 Address: 125 East High St.
Knogwood WV 26537

Phone #: 304-329-1330
 Fax #: _____
 Email : cebsinc@verizon.net

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 : DENNIS C. ELBAW
 Company: COWGIRL UP INC
 Address: Po Box 243
SIMPSON WV 26435

Phone #: 304-739-4397
 Fax #: 304 739-4401
 Email : DCE-COWGIRLUP@GARTHAIN

Name : JAMIE Pretzel
 Company: JL Pretzel Contracting
 Address: 9 Belgian St.
Brimston Mills WV 28525

Phone #: 304-379-7789
 Fax #: 304-379-7788
 Email : prt2roc@aol.com

Name : DAVID H. BOWMAN
GREEN MOUNTAIN CO.
 Company: 511 50th STREET
 Address: Chas. WV. 25304

Phone #: 304-925-0253
 Fax #: " 925 9230
 Email : Jody Mayer AOL.COM

Name : WADE HAUSCH
Stoney Hill corp
 Company: Stoney Hill corp.
 Address: RT 1 Box 179
Aurora WV 26705

Phone #: 304 739 5463
 Fax #: 304 739 6014
 Email : _____

Name : LEE EVANS
 Company: Mt. Hans Properties
 Address: 305 39th
Charleston, WV
25304

Phone #: 304-925-4834
 Fax #: 304-925-4032
 Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14153
Project: Chestnut Ridge Coal Corp.
S-28-83

Bid Date: 3/25/09
Pre-Bid Date: 2/25/09

Name : Michael BONNER
Company: Red Creek ENTERPRISES
Address: HC 66 Box 58
Dry Fork, WV 26263

Name : Gary Kitzmiller
Company: ALL Construction, Inc
Address: P.O. Box 92
Mt. Storm, WV 26739

Phone #: 304-227-4451
Fax #: 304-227-4451
Email : POINTCRAYON@AOL.COM

Phone# : 304 693-7131
Fax # : 304 693-7129
Email : _____

Name : Don Wendt
Company: Utilities Forestry Services, Inc
Address: P.O. Box 1027
Clearfield, PA 16830

Name : David Mc Coy
Company: WV DEP
Address: 2-25-09

Phone #: 412-874-0072
Fax #: 814-765-5698
Email : _____

Phone# : _____
Fax # : _____
Email : _____

Name : Josh Carr
Company: JC Contracting Services
Address: Rt. 1 Box 2.3
Elk Garden
W.V. 26717

Name : _____
Company: _____
Address: _____

Phone #: 304 813 0070
Fax #: 304 446 5452
Email : _____

Phone# : _____
Fax # : _____
Email : _____

Name : GARY Long
Company: McCourt & Son Const.
Address: 2790 Centralia Rd
Sutton WV 26601

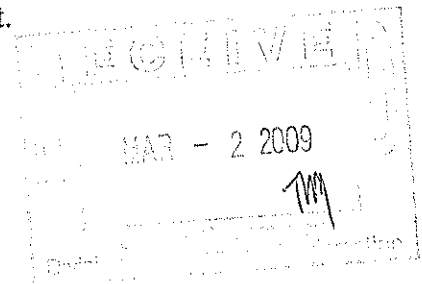
Name : _____
Company: _____
Address: _____

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

Phone# : _____
Fax # : _____
Email : _____

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14153
Chestnut Ridge Coal Corp. Permit # S-28-83**

- * Bid item 6.4 VEGETATIVE SPECIES was omitted from the bid schedule. Please use new Bid Schedule.
- 1.) **Q.** Is this guy the landowner (standing beside Brad Moore- DEP inspector)?
A. Yes, the landowner is Rick Hanlin.
 - 2.) **Q.** Landowner- Rick Hanlin stated that a water line from his mother's house crosses the property with about 2 feet of cover on it. If the water line is damaged, it must be repaired or replaced?
A. The contractor must work with the landowner to locate the water line. The contractor may have to relocate the water line deeper, if it interferes with the road and ditch construction. If the line is damaged during construction, it shall be the contractor's responsibility to repair or replace.
 - 3.) **Q.** Are you going to be able to get a tractor-trailer in here?
A. Yes, this road must be constructed to accommodate a tractor trailer to deliver lime to the doser unit. So, the entrance must be widened and the entrance shall be regraded. Also, the area over the 36 inch culvert installation will need some compacted fill to raise the low point in the road, and to take some of the steepness out of the roadway. This will be included as part of the New Access Road bid item.
 - 4.) **Q.** Will the sludge cells be inside this fence line, or are we going past the fence?
A. The sludge cells will go on the upper side of the existing fence.
 - 5.) **Q.** Do we have to put this fence back, or do we go above it?
A. You can access the property above the fence by driving further up the existing roadway. Any fence that is disturbed during construction must be repaired or replaced.
 - 6.) **Q.** Where does the sludge cell drain line discharge?
A. It will wye into the 8 inch HDPE sludge cell overflow line. The 8 inch overflow line will discharge into the concrete foundation trough at the doser unit.



REVISED per ADDENDUM NO. 1

BUYER CB-23	PAGE 14	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
 REV. 5-1-08 PURCHASING CONTINUATION SHEET
 VENDOR:

005

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE PERMIT NAME: <u>CHESTNUT RIDGE COAL CORP.</u> PERMIT NUMBER(S): <u>S-28-83</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>800</u> LF	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ _____ PER LF	\$ _____
3.1	<u>140</u> TON	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ _____ PER TON	\$ _____
4.0	<u>1500</u> LF	<u>CONSTRUCT NEW HAULROAD/ACCESS ROAD</u>	\$ _____ PER LF	\$ _____
5.0	<u>5</u> AC	<u>REGRAIDING AND TOPSOILING</u>	\$ _____ PER ACRE	\$ _____
6.0		<u>REVEGETATION</u>		
6.1	<u>5</u> AC	<u>AGRICULTURAL LIME</u>	\$ _____ PER ACRE	\$ _____
6.2	<u>5</u> AC	<u>FERTILIZER</u>	\$ _____ PER ACRE	\$ _____
6.3	<u>5</u> AC	<u>MULCH</u>	\$ _____ PER ACRE	\$ _____
6.4	<u>5</u> AC	<u>VEGETATIVE SPECIES</u>	\$ _____ PER ACRE	\$ _____

REVISED per ADDENDUM NO. 1

BUYER CB-23	PAGE 15	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

006

WV-36a STATE OF WEST VIRGINIA
 REV. 5-1-08 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7.0	<u>600</u> LF	<u>SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ _____ PER LF	\$ _____
8.0	<u>1000</u> LF	<u>RIPRAP V DITCH</u>	\$ _____ PER LF	\$ _____
9.0	<u>140</u> LF	<u>TRAPEZOIDAL RIPRAP DITCH</u>	\$ _____ PER LF	\$ _____
10.0	<u>200</u> LF	<u>GROUTED RIPRAP DITCH</u>	\$ _____ PER LF	\$ _____
11.0	<u>40</u> LF	<u>CULVERTS 36 INCH HDPE</u>	\$ _____ PER LF	\$ _____
12.0	<u>60</u> LF	<u>CULVERTS 18 INCH HDPE</u>	\$ _____ PER LF	\$ _____
13.0	<u>180</u> LF	<u>CULVERTS 12 INCH HDPE</u>	\$ _____ PER LF	\$ _____
14.0	<u>1250</u> LF	<u>HDPE PIPE 6 INCH</u>	\$ _____ PER LF	\$ _____
15.0	<u>800</u> LF	<u>HDPE PIPE 8 INCH</u>	\$ _____ PER LF	\$ _____
16.0	<u>300</u> LF	<u>SEEP CONVEYANCE DRAIN</u>	\$ _____ PER LF	\$ _____
17.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ _____
18.0	LUMP SUM	<u>SETTLING POND</u>	LUMP SUM	\$ _____
19.0	LUMP SUM	<u>POLISHING POND</u>	LUMP SUM	\$ _____
20.0	<u>150</u> LF	<u>TRAPEZOIDAL EXIT SPILLWAY CHANNEL</u>	\$ _____ PER LF	\$ _____
21.0	LUMP SUM	<u>BAFFLE CURTAINS</u>	LUMP SUM	\$ _____
22.0	<u>10</u> LF (Depth)	<u>SUB-FOUNDATION PREPARATION</u>	\$ _____ PER LF	\$ _____

REVISED per ADDENDUM NO. 1

BUYER CB-23	PAGE 16	REQ. OR PO NO. DEP 14153
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

007

WV-36a STATE OF WEST VIRGINIA
 REV. 5-1-08 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
23.0	LUMP SUM	<u>FOUNDATION</u>	LUMP SUM	\$ _____
24.0	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ _____
25.0	LUMP SUM	<u>DOSING UNIT AND SILO</u>	LUMP SUM	\$ _____
26.0	LUMP SUM	<u>SLUDGE DISPOSAL CELLS</u>	LUMP SUM	\$ _____
27.0	<u>1</u> EA	<u>SLUDGE DISPOSAL CELL DRAIN</u>	\$ _____ PER EA	\$ _____
28.0	<u>1</u> EA	<u>PUMP CONNECTION END</u>	\$ _____ PER EA	\$ _____
29.0	<u>1</u> EA	<u>MANHOLE</u>	\$ _____ PER EA	\$ _____
30.0	<u>60</u> LF	<u>4 INCH HDPE DRIVE LINE</u>	\$ _____ PER LF	\$ _____
31.0	LUMP SUM	<u>WATER CONNECTION AT DISPENSING UNIT</u>	LUMP SUM	\$ _____
32.0	<u>1600</u> LF	<u>FENCE</u>	\$ _____ PER LF	\$ _____
33.0	LUMP SUM	<u>GATES</u>	LUMP SUM	\$ _____
TOTAL PERMIT <u>S-28-83</u>				\$ _____