



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  
 DEP14156

PAGE  
 1

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

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RFQ COPY  
 TYPE NAME/ADDRESS HERE

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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
06/16/2009				
BID OPENING DATE: 06/24/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE BUFFALO COAL COMPANY PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 05/27/09 MANDATORY PRE-BID MEETING.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 06/24/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001		JB		962-73		
	1			RECLAMATION: RESTORATION OF LAND		

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)

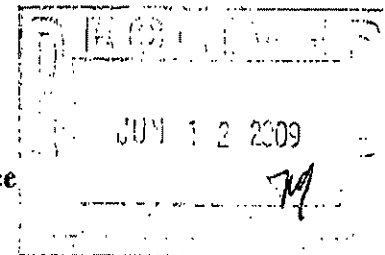
1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful 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, the State may deem this contract null and void, and terminate such contract 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."

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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 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

**Addendum #1 - Questions During Pre-Bid Conference  
For DEP 14156  
Buffalo Coal Company, Inc. Permit # S-2003-03**



The following questions were identified at the Pre Bid Conference (PBC). The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

- 1.) Q. Item 6.0, liming, what type of lime do you want? Is it required for pit dewatering, or treating continuously throughout after dewatering is over, do we have to monitor that (water quality)? Is it going to cover up spoil (backfilling) or going to treat the water?  
A. The lime in the backfill will be the same as the agricultural lime for revegetation. It's not for water treatment, it's for liming the pit and/or creating a pad for toxic material. If we don't find toxic material on the pit floor after it's been dewatered, we're going to use it in the subsurface. We plan to use the whole amount here on the job as an alkalinity amendment.
- 2.) Q. Are we going to treat the water as we dewater the pits?  
A. Yes, that's under pit dewatering. Water treatment is incidental to pit dewatering.
- 3.) Q. Will that second gate need to stay closed all the time?  
A. Yes, both gates need to be closed and locked, in and out at all times.
- 4.) Q. Is water treatment incidental to pit dewatering?  
A. Yes.
- 5.) Q. What is the current pH of the pit water?  
A. About 4 or 5, but it's not real high in metals, not a real hard treat.
- 6.) Q. When you say agricultural lime, you're not meaning limestone sands, you're meaning burnt lime?  
A. Under bid item 9.1: Unless otherwise specified, all lime used shall be registered with the WV Dept. of Agriculture, have an 85% minimum calcium carbonate equivalent, and meet the fineness classification no larger than for ground lime. The following fineness classifications or combinations of lime are acceptable: See chart for sieve passing percentages for pulverized and ground lime. For the revegetation line item, lime is to be spread at 5 tons/acre, but we'll do 40 tons/acre in the backfilling for alkaline amendment. Clarification: Not burnt lime.
- 7.) Q. On the previous statement you made on backfilling acreage (a lump sum item), you're saying the pit areas equal approximately 19 acres. If it's more than that, can we bring it to your attention after the fact?  
A. No, the actual areas and volumes are up to the contractor to determine. 19 acres is a rough estimate. The acreage doesn't matter to us, it's a lump sum bid item, however you bid it is how much you'll get paid for completing it.

- 8.) Q. If it's more than 19 acres, do we just stop at 19 acres?  
A. No, you do whatever it takes; if it's 30 acres you do it. We're not paying anything different, it's a lump sum bid item. Individually, it's up to the contractor to come out here and verify it. We're not negotiating anything this time (no 20% over/under), it's going to be up to the contractor to verify areas and volumes.
- 9.) Q. (Directed towards statement of needing approval for more work on regrading and topsoiling) Do we need approval to go after more material for backfilling? We have to do everything that's exposed, there's no need for permission to go after material on the backfilling lump sum item?  
A. That's correct, but we don't want to touch anything that's not disturbed, keep to the permit boundaries. That's why on the site map we talk about going from site reference point A to point B. After we get through the spoil material that's closest to pit area 1 done, you're going to have to start going out where they took all this material out on the old haulroad. We want that material brought in to backfill these pits. Anything left over we're just going to regrade in place. Clarification: We expect there to be enough spoil material to complete the backfilling without needing to dig below the approximate original contour.
- 10.) Q. (In reference to regrading the old haulroad in place) Is it all going to drain towards that ditch (between access road and spoil area A), or are we going to crown it?  
A. We'll crown it; it'll go off both ways. On the map, we have all the V-ditches routed into the sediment control structure, so in the case that the water is still bad, we can eventually treat it.
- 11.) Q. (In reference to original grade above pit area 1, on the south/southwest side) Is that where the finished grade will be?  
A. That will be your finished grade there, and it tapers out into a big bowl, with the center between the two pits. Get everything to drain towards the center where the sediment control pond is.
- 12.) Q. Have you made any calculations as to total cubic yards in all this that have to be moved?  
A. No, that's up to the contractor.
- 13.) Q. (At pit 1, in reference to the two parts of pit 1) Is this water (large pit pool) going through this rock into this (smaller pool to the northeast)? Is it all just level?  
A. We think you're getting drainage from over here (above the pit to the northwest) on around (behind the central spoil pile).
- 14.) Q. (At pit 1) Is pit 2 draining this way too?  
A. No, the low point is over there (between the two pits).
- 15.) Q. (At final outflow culvert) Does anything happen on the outfall of this pipe?  
A. We've got some trapezoidal ditch and V-ditch. If anything we might use some trapezoidal ditch to redo a little bit, but we didn't have planned to go down through there very far. We plan to use that (trapezoidal ditch?).

- 16.) Q. (Standing at the 36 inch road culvert) This is the final discharge?  
A. Yes.
- 17.) Q. (Pointing up to the north of pit 2) That area up there, is that included in the revegetation, where it's clear and grubbed?  
A. Yes, up to the tree line and back to where it comes up this way. You can see a dark green area to the left, then you see where it gets to the more disturbed areas. If it's not been disturbed much and there's good vegetation on it, you might not have to do anything on those areas. So it's going to be more of the lower part of it here where the pit is, this section down to the haulroad is where we're focusing.
- 18.) Q. What about the topsoil, if there's not a lot of topsoil on site?  
A. You'll have to use the best available material. Stockpile the best that we have.
- 19.) Q. Concerning the year warranty on the seed, as far as coming back if you're wanting to do more reforestation, how are you going to deal with that? What about seeing a lot of bare spots? What if we have to come back?  
A. Reforestation is why we're doing a light vegetation, light seeding, fertilizing and liming. We're shooting for a light vegetation here, but if we've got big bare areas, you're going to have to come back.
- 20.) Q. If it's still as spotty as it is up there, is that going to be good enough?  
A. Yes, probably. We don't want to get the soil all limed up, we want an acidic soil for future tree vegetation, so you're going to have some spotty vegetation.
- 21.) Q. As far as you said mixing in the brush and roots that are piled up, it can all just be mixed?  
A. Just bring it back in, yes. That was the intent. We can utilize those stockpiles of brush that can actually be placed back in.
- 22.) Q. What about surface conditions when we're finished, with big rocks sticking up and whatnot?  
A. These sites are rough as a cob when you're done, if there are rocks sticking up, no big deal.
- 23.) Q. Could you go over the tree species for this planting, are they listed in there?  
A. No, that's a separate contract that will be done next spring.
- 24.) Q. They're going to do that the following year?  
A. We're hoping if this job's done by winter, next spring is when we'll plant. If it's not done in time, we'll have to wait until the next spring.
- 25.) Q. You're not going to plant trees if we're still working right?  
A. No, if you're still working, we aren't going to do the trees. But we may come in if you've got a section done, and do that. It's to our benefit to get the vegetation in as quick as possible.

- 26.) Q. You said to pump this pond (pit 2) back out after we pumped that pond (pit 1) into it, do you pump it into here (final pond)?
- A. Yes. Once you're down to this, you're not going to have a lot of water to treat. That's the intent, to keep going from big areas to smaller areas (of water), but hopefully we'll get some sediment control and settling out of that final pond, so we're not discharging turbid water.
- 27.) Q. On the water treatment, we're responsible for treatment when we're pumping in here and it's discharging, is that the only time?
- A. Yes. And of course, we have to keep the pits dewatered when you're backfilling.
- 28.) Q. If we pump the pits down, and there's discharge not due to us pumping, are we responsible for that? How long are we responsible for treatment? Through the warranty period, or just when we're pumping?
- A. No, no treatment during times it's discharging without you pumping, you only need to treat while you're pumping.
- 29.) Q. So normal flow, like right now, we wouldn't be treating?
- A. Right. We have our own treatment that may be set up to kick in and help treat at those times. But we're not taking the responsibility to treat while it's being pumped.
- 30.) Q. (At the wetlands between the haulroads) Does anything happen here?
- A. No, we hope to leave everything approximately the same there, we don't want to dewater that, it's an existing wetland. Clarification: a new 24" culvert for the outflow of that wetland (bid item 15.0) will be placed by the contractor. All efforts shall be made to minimize impact to the wetland during culvert placement and regrading the access road.
- 31.) Q. Are you going to have another date set up (to survey the site)?
- A. Yes, we'll get a couple dates set up to come out and see things (call Brad Moore, 304-203-4051 or call David McCoy, 304-203-2921).

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14156  
 Project: Buffalo Coal Company  
 Permit # S-2003-03

Bid Date: 6/24/09  
 Pre-Bid Date: 5/27/09

~~Name : [scribble]~~  
~~Company: [scribble]~~  
~~Address: [scribble]~~  
~~Phone #: \_\_\_\_\_~~  
~~Fax # : \_\_\_\_\_~~  
~~Email : \_\_\_\_\_~~

Name : Jason Rohr  
 Company: Rohr Co  
 Address: 154 Clarksburg Rd  
 Buckhannon WV 26201  
 Phone# : 304 472 4790  
 Fax # : 304 472 3949  
 Email : jasonrohr@yahp.com

Name : RALPH MILLER  
 Company: RHRCO CORP  
 Address: 154 CLARKSBURG RD  
 BUCKHANNON, WV  
 26201  
 Phone # : 304-472-4790  
 Fax # : 304-472-3949  
 Email : rnmralphm@msn.com

Name : WAYNE H. STANLEY  
 Company: STANLEY INDUSTRIES, INC  
 Address: 7 Maple Lake  
 Bridgeport, WV 26330  
 Phone# : 304-842-8560  
 Fax # : 304-842-8609  
 Email : GSTANLEY@Ma.rr.com

Name : DAVID H. Bowman  
 Company: GREEN MOUNTAIN CO  
 Address: 511 50TH STREET  
 CHAS. WV  
 25304  
 Phone # : 304-925-0253  
 Fax # : 925-9230  
 Email : Jody.Mayer@ole.com

Name : JAMIE Pritzol  
 Company: J.L. Pritzol Contracting  
 Address: 9 Boksier Est.  
 Bruceston Mills WV 26525  
 Phone# : 304-379-7789  
 Fax # : 304-379-7788  
 Email : pritzol@AOL.COM

Name : Matt Evans  
 Company: TEE Contracting Inc  
 Address: Clarksburg WV  
 Phone # : 622-2400  
 Fax # : 622-2900  
 Email : \_\_\_\_\_

Name : Jeff Brumfield  
 Company: Mountaineer Grading  
 Address: 159 Elkview  
 WV 25871  
 Phone# : 304-548-6900  
 Fax # : 304-548-6900  
 Email : JFF.Brumfield@mountaineergrading.com

JUN 12 2009  
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RFQ # : DEP14156  
Project: Buffalo Coal Company  
Permit # S-2003-03

Bid Date: 6/24/09  
Pre-Bid Date: 5/27/09

Name : James Nelson  
Company: Nelson Limited  
Address: Po Box 298 Thomas  
304 463 4313  
Fax 304 463 4311  
Phone #: \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : JAMES ALLIEN  
Company: J. FAIR CO  
Address: P.O. Box 2049  
Beckham WV 26201  
Phone# : 304 472 8890  
Fax # : 304 472 8897  
Email : \_\_\_\_\_

Name : Amy Wardwell  
Company: EASTERN ARROW  
Address: PO BOX 4108  
CHARLESTON WV  
25364  
Phone #: 304. 414. 0255  
Fax # : 0256  
Email : \_\_\_\_\_

Name : RAY RICE  
Company: SHAMROCK ENV. CORP.  
Address: 6106 CORPORATE PARK DR  
BROWNS SUMMIT, NC  
27214  
Phone# : (336) 207-4034  
Fax # : \_\_\_\_\_  
Email : RRICE@SHAMROCKENV.CO. CORP

Name : Anger de Collier Jr.  
Company: Collier Bldg & Contrng Inc.  
Address: 3426 Coakley - Cannon Rd.  
Farmville WV 26021  
Phone #: 304-765-3521  
Fax # : Same  
Email : Collier Building & Hughes, Net.

Name : JAMES BUCKLAND  
Company: BB TRANSIT IN  
Address: 720 Beaman WV  
Phone# : 304 292 4903  
Fax # : 304 253 4533  
Email : bb TRANSIT - Net

Name : Robert Barnes  
Company: BARNES EXC. INC.  
Address: P.O. Box 13384  
Sissonville WV  
25360  
Phone #: 304-984-7725  
Fax # : 304-984-0074  
Email : none

Name : Steve Jurasko  
Company: Polivo Contracting, Inc.  
Address: PO Box 230  
Elkins WV 26241  
Phone# : 304 636-3886  
Fax # : 304 636-5108  
Email : SJurasko@Polivo.com



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14156  
Project: Buffalo Coal Company  
Permit # S-2003-03

Bid Date: 6/24/09  
Pre-Bid Date: 5/27/09

Name : Thomas Hart  
Company: KENINGTON PAVING & EXCAVATING INC  
Address: MANLYN CT WV

Name : Kerir Bradford  
Company: Pineville Paving & Excavating Inc  
Address: P.O. Box 1290  
Pineville WV 24874

Phone #: 304-949-2372  
Fax #: 304-949-2395  
Email : thart@kenington.com

Phone#: 304-732-8303  
Fax #: 304-732-7855  
Email : \_\_\_\_\_

Name : Brian Schroyer  
Company: BYCO ENT.  
Address: 11746 BIRNBERG RD  
GRANVILLE MD 21536

Name : ALL Construction INC  
Company: Jason Kitzmiller  
Address: P.O. Box 92  
MT. STUBBS WV 26737

Phone #: 301 245-4322  
Fax #: 301 245-4364  
Email : bwsbyco@aol.com

Phone#: 304-693-7131  
Fax #: 304-693-7199  
Email : KitzmillerJason@msn.com

Name : Wade Hauser  
Company: Stoney Hill Corp  
Address: 5544 Stemple Rdg Road  
26205

Name : Charles H Moyers  
Company: Bruceston Ag Service  
Address: PO Box 107  
Bruceston Mills WV  
26525

Phone #: (304) 755-5465  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

Phone#: 304-379-2641  
Fax #: 304-379-2645  
Email : charlie.moyers@55coop.com

Name : Ronald Pharis  
Company: R'S construction  
Address: PO Box 142  
Circleville WV

Name : Tina Winters  
Company: Eglen Farm Service  
Address: 55 main street  
Eglen WV 26716

Phone #: 304-567-2634  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

Phone#: 304-735-3761  
Fax #: 304-735-3762  
Email : tina.winters@55coop.com  
cell 304-216-5113

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14156  
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Bid Date: 6/24/09  
 Pre-Bid Date: 5/27/09

Name : Spencer Wooddell  
 Company: Cowgirl Up Inc  
 Address: PO Box 243  
Simpson WVa  
260435  
 Phone #: 304-739-4397  
 Fax #: 304-739-4401  
 Email : scw.cowgirlup@earthlink.net

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
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 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

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 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

5-27-09  
 Name : David McCoy  
 Company: WV DEP  
 Address: Philippi, WV  
 Phone# : 304-457-3219  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_