



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  
 DEP14559

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 AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/26/2009				

BID OPENING DATE: 03/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	*****	*****		ADDENDUM NO. 01 *****	*****	
	ADDENDUM ISSUED TO THE BROUNLAND (HOLSTEIN) DRAINAGE PROJECT TO DISTRIBUTE THE SIGN-IN SHEETS FROM THE MANDATORY PRE-BID MEETING OF 02/17/09, AS WELL AS THE Q/A, REVISED SPECIFICATIONS, AND DETAIL DRAWING RESULTING FROM THAT MEETING.  BID OPENING DATE & TIME REMAIN UNCHANGED AS 03/17/09 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 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."

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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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET 002

PRINT LEGIBLY

RFQ # : DEP 14559  
Project: Bramland (Holstein) Drainage

Bid Date: 2/17/09  
Pre-Bid Date: 3/17/09

Name : Frank Poss  
Company: F.C. + Sons  
Address: Po Box 73 Caldwell  
  
Phone #: 304 645 5393  
Fax #: 5396  
Email :

Name : Doug Vincent  
Company: Breakaway Inc  
Address: 1075 old Turnpike Rd  
Sulphur WV 26601  
  
Phone#: 765-5317  
Fax #: 765-5389  
Email :

Name : Ashley Adkins  
Company: Aspen Corporation  
Address: 2400 River Drive  
Daniels WV 25832  
  
Phone #: (304) 763-4573  
Fax #: (304) 763-4591  
Email : jadkins@aspen-gdt.com  
jkuigin@aspen-gdt.com

Name : Eugene A McKeate  
Company: The McKeate Co.  
Address: 315-7th St  
Rainelle WV  
25962  
  
Phone#: 304-438-5215  
Fax #: 304 438 5215  
Email :

Name : Alex Justice  
Company: CJT Contracting  
Address: PO-Box 37  
Crumm WV 25669  
  
Phone #: (304) 393-4907  
Fax #:   
Email :

Name : BRIAN BERNARDIUC  
Company: COWGIRL UP INC  
Address: PO. Box 243  
SIMPSON, WV 26485  
  
Phone#: 304-739-4397  
Fax #:   
Email :

Name : David H. Bowman  
Company: GREEN MOUNTAIN  
Address: 511 50th STREET  
Chas WV 25304  
  
Phone #: 304-925-0253  
Fax #: 925-4043  
Email : Jody Maye@AOL.com

mick Jones  
Name : Bomont Courts & Sprink  
Company:   
Address: PO Box 6094  
Bomont Wv 25030  
(Bomont)  
  
Phone#: 304 548-7004  
Fax #:   
Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

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003

PRINT LEGIBLY

RFQ # : DEP14559  
Project: Brownland (Holstein) Drainage

Bid Date: 2/17/09  
Pre-Bid Date: 3/17/09

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

Phone #: 304 765-5288  
Fax #: 304 765-5293  
Email : NONE

Name : Randy Carpenter  
Company: Carpenter Reclamation  
Address: PO Box 13015  
Sissonville WV  
25360

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

Name : Dustin Thaxton  
Company: Thaxton Construction Co. Inc  
Address: PO Box 13279  
Charleston, WV 25360

Phone #: 304-984-2299  
Fax #: 304-984-2334  
Email : NONE

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

Phone#: (304) 372-4378  
Fax #: (304) 372-4378  
Email : NONE

Name : BASIL CARPENTER  
Company: BASIL CARPENTER EX INC  
Address: 333 A Call RD  
Ches WV 25312

Phone #: 304 546-1601  
Fax #: 984-3528  
Email :

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

Name : Robert Baines  
Company: BAINES EXC. INC.  
Address: P.O. Box 13384  
Sissonville  
WV 25360

Phone #: 304-984-1725  
Fax #: 304-984-0074  
Email : NONE

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

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Brounland (Holstein) Drainage  
Addendum #1**

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## **REVISIONS TO SPECIFICATIONS**

Add to Scope of Work: "Placement of stone on the access road."

Specification 4.1 – Second paragraph – Delete first sentence "This work shall also include the complete demolition and removal of all abandoned mining structures and materials on the site within the construction limits and as indicated on the drawings."

Specification 8.1 – First paragraph – Delete second sentence "This work shall also include the regrading of subsidence cracks and regrading of access roads from drilling activities."

Specification 10.2.3: Delete "Hancor Surlok".

## **REALTY ISSUES**

Dickenson Fuels is to be named as an additional insured.

## **DRAWINGS**

A detail drawing of the Rock Riprap Splash Pads is attached.

## **QUESTIONS AND ANSWERS**

Q: Does the Contractor have to put a pipe in the temporary crossing?

A: The plan is to drive through the crossing without placing a pipe. If the Contractor finds it necessary to place materials in order to cross the stream the Contractor will be required to obtain any associated permits. There will be no additional payment for upgrades to the crossing.

Q: How far up the hill does Channel A go?

A: The location of all channels is shown on the drawings,

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**Brounland (Holstein) Drainage**  
**Addendum #1**

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Q: The banks of the stream crossing is too steep for trucks to drive through. Can the Contractor change the approach?

A: Yes, but smooth the approach only to the extent to allow the trucks to cross. The Contractor shall be responsible for obtaining any associated permits.

Q: Will mine seals be modified if there are no voids.

A: If the portals are excavated open and require modifications to the seals, the modifications will require approval from the WVDEP but will be paid the bid price for mine seals.

Q: Is there a hole in the third mine seal up on the hillside?

A: Yes.

Q: Does the Contractor have to clean up the scrap iron or junk laying adjacent to the third mine seal?

A: No.

Q: How far does the Contractor have to backfill above the rock at the third mine seal?

A: The third mine seal needs to be backfilled to the edge of the roof as approved by the WVDEP.

Q: How is the work paid?

A: Payment will be made by submitted invoice with quantities completed.

Q: Is the water coming out of the mine here? (At the beginning of Channel A).

A: No, there is not a mine at this level.

Q: How big is Channel A?

A: The size of the channels is shown on the drawings.

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**Brounland (Holstein) Drainage**  
**Addendum #1**

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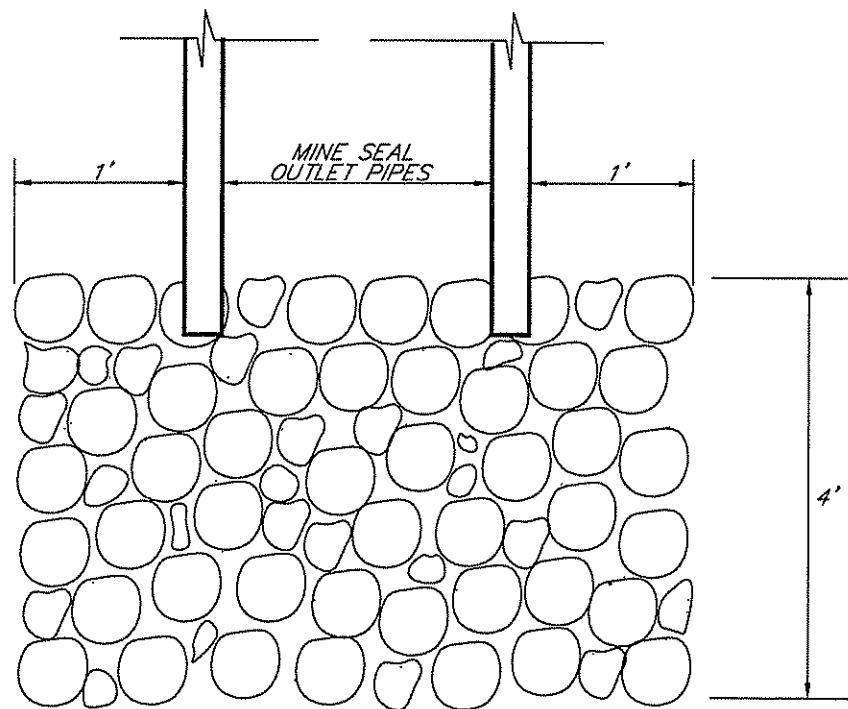
Q: Is Channel A to be grouted?

A: No. Channel A is to be rock ripped as shown on the drawings.

Q: What kind of rock is to be used in Channel A?

A: The rock requirements are stated in the Construction Specifications.

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Brounland (Holstein) Drainage  
Addendum #1



ROCK RIPRAP SPLASH PAD