



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER
DEP14637

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
05/26/2009				

BID OPENING DATE: **06/10/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>*****ADDENDUM NO. 1*****</p> <p>ADDENDUM ISSUED FOR THE JACOB'S FORK COMPLEX PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE Q/A RESULTING FROM THE 04/28/09 MANDATORY PRE-BID MEETING.</p> <p>BID DATE AND OPENING TIME ARE EXTENDED FROM 05/27/09 TO 06/10/2009, AT 1:30 PM.</p> <p>ONLY PAGE ONE OF THIS ADDENDUM IS BEING FAXED, THE ENTIRE ADDENDUM IS BEING MAILED.</p> <p>*****NO OTHER CHANGES*****</p>		
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, 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."

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

PRINT LEGIBLY

RFQ # : DEP14637
 Project: Jacob's Fork Complex

Bid Date: 05-27-09
 Pre-Bid Date: 04-28-09

Name : LES BOLEN
 Company: ASPEN CORPORATION
 Address: 2400 RITTER DR.
DANIELS WV 25832
 Phone #: 304-763-4573
 Fax #: 304-763-4591
 Email : lbolen@aspen-golf.com

Name : JERRY COOK
 Company: Cook's Excavating, LLC
 Address: PO. Box 204
Rock View, WV 24880
 Phone#: (304) 732-7193
 Fax #: (304) 732-0035
 Email : earthmovers55@hotmail.com

Name : DAVID H. BOWMAN
 Company: 511 50th STREET
 Address: CHAS WV, 25304

Name : Wes Adair
 Company: A-A ENERGY INC
 Address: 151 STEWART ST
WELCH WVA 24801

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

Phone#: 304-320 3961
 Fax #: 304 436 5111
 Email : WES@HOTMAIL.COM

Name : DENNIS C. ELBAN
 Company: COW GIRL UP INC
 Address: PO Box 245
SIMPSON, WV 26313

Name : John Kelly & Tim Cart
 Company: E.L. Robinson
 Address: 3088 Washington St West
CROSS LINES WV 25313

Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email : DCE-COWGIRLUP@EARTHLINK.NET

Phone#: 304-776-7173
 Fax #: 304-776-6426
 Email : _____

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

Name : TROY M. BRADFORD
 Company: Pineville PAINT & EXC. INC
 Address: Box 1290
Pineville WV. 24874

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

Phone#: 304 732-8383
 Fax #: 304 732 7855
 Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP14637
Project: Jacob's Fork Complex

Bid Date: 05-27-09
Pre-Bid Date: 04-28-09

Name : Ann Marshall
Company: TEASTERN ARROW
Address: PO BOX 4108
CHARLESTON WV
25364
Phone #: 304-414-0255
Fax # : 0256
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 : Doug Vincent
Company: BREAKAWAY INC.
Address: 1075 Old Turnpike Rd
Sutton NY 26601
Phone #: 765-5317
Fax # : 765-5389
Email : _____

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

Name : Alex Cecil
Company: Pocahontas Mining LLC
Address: Abington, VA
Phone #: 276-988-2538
Fax # : 276-988-3895
Email : CECIL@ENGINEERING
@VERIZON.NET

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

Name : Frank Moses III
Company: Pocahontas Mining LLC
Address: Abington, VA

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax # : _____
Email : _____

Phone# : _____
Fax # : _____
Email : _____

DEP14637
Jacob's Fork Complex
Addendum # 1

Item 1: Section 6.2.11 of the specifications – The bat gate dimension should be 57" x 38", not 57" x 83".

Item 2: Bid Item 6.2 - The quantity for "Type II Ditch" should be 1768 LF, not 603 LF.

Item 3: Bid Item 6.3 – The quantity for "Type III Ditch" should be 328 LF, not 1493 LF.

Item 4: A revised bid schedule is included with this addendum.

Item 5: The "DEP14238" project number shown on the plan sheets should be "DEP14637".

Item 6: Q) Is there any asbestos in the ruins, located at Site # 1, which needs to be addressed?

A) No asbestos is anticipated to be encountered in the ruins. The ruins consist mostly of concrete, masonry, and wooden structures.

Item 7: Q) Can we balance these sites within themselves?

A) Yes.

JACOB'S FORK COMPLEX

DEP#14637

Contractor's Bid Sheet

Vendors Name: _____

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	LS	Mobilization & Demobilization (Lump Sum) (Cannot exceed 10% of the Total Amount Bid)	LS	\$
2.0	LS	Construction Layout (Lump Sum) (Cannot exceed 5% of the Total Amount Bid)	LS	\$
3.0	LS	Quality Control (Lump Sum) (Cannot exceed 3% of the Total Amount Bid)	LS	\$
4.1	LS	Clearing and Grubbing (Lump Sum) (Cannot exceed 5% of the Total Amount Bid)	LS	\$
4.2	140 TON	Road Restoration (Per Ton)	\$	\$
5.0	26,200 CY	Unclassified Excavation (Per Cubic Yard)	\$	\$
6.1	1020 LF	Type I Ditch (Per Linear Foot)	\$	\$
6.2	1768 LF	Type II Ditch (Per Linear Foot)	\$	\$
6.3	328 LF	Type III Ditch (Per Linear Foot)	\$	\$
6.4	1100 LF	Type IV Ditch (Per Linear Foot)	\$	\$
6.5	120 LF	Type V Ditch (Per Linear Foot)	\$	\$
6.6	320 LF	Type VI Ditch (Per Linear Foot)	\$	\$
6.7	100 LF	Underdrain (Per Linear Foot)	\$	\$
6.8	1 EA	Low Water Crossing (Per Each)	\$	\$
6.9	30 LF	18-Inch HDPE Culvert (Per Linear Foot)	\$	\$
6.10	6 EA	Wet Mine Seals (Per Each)	\$	\$
6.11	10 BAG	Acid Mine Drainage Treatment (Per 50 lb. Bag)	\$	\$
6.12	850 LF	Mine Seal and Underdrain Conveyance Pipe (Per Linear Foot)	\$	\$
6.13	6 EA	Splash Pad (Per Each)	\$	\$
6.14	9 EA	Bat Gate Mine Seal (Per Each)	\$	\$
6.15	1 EA	Culvert Clean Out (Per Each)	\$	\$
8.0	14ACRE	Soil Cover (Per Acre)	\$	\$
9.1	6500 LF	Sediment Control (Per Linear Foot)	\$	\$
9.2	3 EA	Stone Check Dams (Per Each)	\$	\$
9.3	4,200 SY	Erosion Control Matting (Per Square Yard)	\$	\$
10.0	20 ACRE	Revegetation (Per Acre)	\$	\$
TOTAL				\$