



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  
**DEP14642**

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
05/19/2009				

BID OPENING DATE: **06/11/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE ECCLES (MCGINNIS) SUBSIDENCE #2 PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 05/13/09 PRE-BID MEETING.						
PLEASE SEE THE ATTACHED.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 06/11/09 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, 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

**DEP14642**  
**Eccles (McGinnis) Subsidence II**  
**Addendum # 1**

Item 1: The DEP # shown on the project plan sheets should be DEP14642, rather than DEP14230.

Item 2: Under spec item 4.0, Site Preparation, the reference to "Section 12" is to be omitted.

Item 3: Q) How far does the trench extend?

A) It will extend as designated on the plan sheets and as pointed out in the pre-bid field meeting.

Item 4: Q) Will one, open, complete trench run continuously from site to site?

A) No – only where designated on the plans or as shown in the field during the pre-bid meeting.

Item 5: Q) Will we chase the cracks?

A) No – excavation will be as per plan sheets and as shown at the pre-bid field meeting.

Item 6: Q) Can spray foam be used?

A) No. Bidding will be as per bid items designated in the plan documents.

Item 7: Q) If there is water in the subsidence hole, will we still gravity inject the grout, rather than pump the grout?

A) Yes.

Item 8: Q) Are there any special plans concerning the ponds?

A) Ponds are to be left in "as good", or "better than" condition as they exist now.

Item 9: Q) What is the bottom width of the trench?

A) As designated in the plans and specifications.

Item 10: Q) Are there any special requirements concerning fencing/protection around the excavation?

- A) The contractor shall erect such temporary fences or guards as may be necessary for protection to persons, equipment, and animals; and to keep unauthorized persons away from the work. Payment for temporary fences/guards will be incidental to Item 8, Unclassified Excavation.

Item 11: Q) Can we stockpile excavated material on the right side of the McGinnis driveway?

- A) Storage areas are to be maintained within the designated construction limits, as shown on the plan sheets.

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # :  
Project :

DEP14642  
Eccles (McGinnis) Subsidence II

Pre-Bid Date:  
Bid Opening Date:

5/13/2009  
6/11/2009

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

Name: Robbie Church  
Company: IUOE 132  
Address: 2310 S FAYETTE ST  
BECKLEY, WV 25801  
Phone #: 304-533-4895  
Fax #: 304-253-6844  
Email: \_\_\_\_\_

Name: MIGUEL FRISCO  
Company: COASTAL DRILLING EAST  
Address: 70 GUM SPRINGS RD  
MORGANTOWN, WV 26501  
Phone #: 304 413 0622  
Fax #: 304 291 0671  
Email: mfrisco@shafdrillers.com

Name: Roger L. Collins Jr  
Company: Collins Building Company, Inc.  
Address: 3426 Corby Court Rd  
Flaunoy, WV 26621  
Phone #: 304-765-3521  
Fax #: 304-765-3521  
Email: Collins Buildg & Hydr. Inc.

Name: Johnny Critchley  
Company: JC Contracting & Excavating Inc.  
Address: 1226 Sunday Rd  
Hico WV 25854  
Phone #: 304-658-4530  
Fax #: 304-658-4525  
Email: JCContracting & Hughes.net

Name: LES BOLEN  
Company: ASPEN CORP  
Address: 2400 RITTER DR  
PANIELS WV 25832  
Phone #: 304-763-4573  
Fax #: 304-763-4591  
Email: lboLEN@aspEN-gOLF.com

Name: Rodney Marsh  
Company: IUOE Local 132  
Address: 2310 S FAYETTE ST  
BECKLEY WV 25801  
Phone #: 304 253 6898  
Fax #: 304 253 6899  
Email: rmarsh@wvds.net

Name: Eugene A. McKerr  
Company: The McKerr Co.  
Address: 315-7th St  
Raywell WV 25922  
Phone #: 304-4385215  
Fax #: 304-438-5215  
Email: \_\_\_\_\_

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # : DEP14642  
Project : Eccles (McGinnis) Subsidence II

Pre-Bid Date: 5/13/2009  
Bid Opening Date: 6/11/2009 1:30 pm

Name: IRA RASH  
Company: ACME-VENTURES  
Address: P.O. Box 217  
Peytona WV 25154  
Phone #: 304-932-0721  
Fax #: 304-932-0725  
Email: ira@wvexcavator.com

Name: Kelly Dennis  
Company: Breg Kaway  
Address: 1053 old Turnpike rd.  
Phone #: 765-5317  
Fax #: 765-5389  
Email: \_\_\_\_\_

Name: Randy Carpenter  
Company: Carpenter Reclamation  
Address: PO Box 13015  
Sissonville WV 25360  
Phone #: 304-984-1115  
Fax #: 984-2770  
Email: Rcarpen103@aol.com

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

Name: Stacy Taylor  
Company: EASTERN TANK  
Address: 5557 Bluested  
RT 145 KR. + LANE  
PRINCETON WV 24740  
Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

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

Name: Wayne Concrete Co  
Company: D.W. Dental  
Address: P.O. Box 342  
Barboursville WV 25504  
Phone #: 304 736-5828  
Fax #: 304 736-1364  
Email: swampbranch@AOL.COM

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