



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
 DEP14651

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
06/03/2009				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE GLEN WHITE AIR SHAFTS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND THE ATTACHED REVISED DRAWINGS RESULTING FROM THE 05/28 MANDATORY PRE-BID MEETING.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 06/30/09 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."

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

PLEASE PRINT LEGIBLY

Req. # :
Project :

DEP14651
Glen White Air Shafts

Pre-Bid Date:
Bid Opening Date:

5/28/2009
6/30/2009

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

DENNIS C ELBON
COWGIRL LP INC
PO Box 243
SIMPSON, WV 26435
304-739-4397
304-739-4401
DCE_COWGIRLUP@EARTHLINK.COM

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

~~PREMIER CONSTRUCTION~~
PREMIER CONST.
RT 2 Box 91
Jane Lew, WV 26378
(304) 610-3514
(304) 517-1070
lowewolf_732003@yahoo.com

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

GEORGE P HERNDON
Collins Building & Const. Inc.
3406 Cooley - Pares Rd
Flatwoods WV 26621
304-765-3521
304-765-3521
Collins Building@Highways.net

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

ROBERT BARNES
BARNES EXC. INC
P.O. BOX 13384
Sissonville WV 25366
304-984-1725
304-984-0074

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

DAVID H. BOWMAN
GREEN MOUNTAIN CO
511 50th STREET
Chas, WV
25304
304 925 0253
925-4643
JOYMA91@AOL.COM

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

Randy Carpenter
Carpenter & Reclamat
P.O. Box 13015
304 984-1115
304 984-2770
R.Carp@103.com

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

LES BOLEN
ASPEN CORPORATION
2400 RITTER DR.
DANIELS WV 25832
304-763-4573
304-763-4591
lboLEN@aspEN-gdf.com

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

Justin Ross
F.C & SONS Excav&st
Hc 30 Box 7B
Caldwell WV 24925
(304) 645-5393
(304) 645-5396

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP14651
 Project: Glen White Air Shafts

Pre-Bid Date: 5/28/2009
 Bid Opening Date: 6/30/2009

Name: Jay R Wardwell
 Company: Eastern Arrow Inc
 Address: Charleston WV
 Phone #: 304 414-0255
 Fax #: _____
 Email: _____

Name: Mike BRADFORD
 Company: Pineville PAID & Exc.
 Address: Box 1290
Pineville WV 248
 Phone #: (304) 732-8303
 Fax #: (304) 732-7855
 Email: _____

Name: George Caldwell
 Company: Conry Engineering
 Address: P.O. Box 5584
Buckley, WV
 Phone #: 304 256 2003
 Fax #: 304 929 3494
 Email: geocovey@suddenlinkmail.com

Name: Allen Marker
 Company: Garcie R. Marker & S.
 Address: 1119 Jefferson Rd
So. Chas. WV. 2531
 Phone #: 744-0590
 Fax #: 746-5203
 Email: gmarker@sds@aol.com

Name: Bob Cantelero
 Company: Bob Cantelero
 Address: 316 New River Dr
Bethley, WV, 25880
 Phone #: 304-673-9388
 Fax #: 304-213-4533
 Email: Bob.Cantelero@gmail.com

Name: Doug Vincent
 Company: BREAKAWAY INC
 Address: 1075 Old Turnpike Rd
Sulfur, WV 26601
 Phone #: 765-5317
 Fax #: 765-5389
 Email: breakaway-inc@verizon.com

Name: Tim Spradling
 Company: ROVER Const Inc
 Address: PO Box 127
St. Albans WV 25177
 Phone #: 304 759-2100
 Fax #: 304 759 2200
 Email: TSprad@Suddenlink.net

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

DEP14651
Glen White Air Shafts
Addendum # 1

Item 1: The DEP # shown on the project plan sheets is DEP14270. The requisition number for the project is DEP14651.

Item 2: On plan sheets 3 & 5, under "Section View B-B" and "Section View C-C", the plan note reads, "40 No. 5's @ 6" c-c", and "22 No. 5's @ 6" c-c", respectively. The note should read "80 No. 5's @ 6" c-c", and "44 No. 5's @ 6" c-c". Revised sheets 3 & 5 are included in this addendum.

Item 3: The contractor will have 90 days from the date of the Notice to Proceed to complete Construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 4: Q) What is the estimated depth of Shaft # 2?

A) The estimated depth is approximately 250-feet.

Item 5: Q) Can we place the concrete rubble in Shaft # 1?

A) Yes – as per plans and specifications.

Item 6: Q) If the shaft is full of water, does the water have to be pumped?

A) Refer to Section 9.0 of the specifications - "Vertical Mine Shaft Filling and Capping".

Item 7: Q) If the water does not surface, do we still have to pump?

A) Refer to Section 9.0 of the specifications - "Vertical Mine Shaft Filling and Capping".

Item 8: Q) Will we be required to pay B&O tax?

A) No.

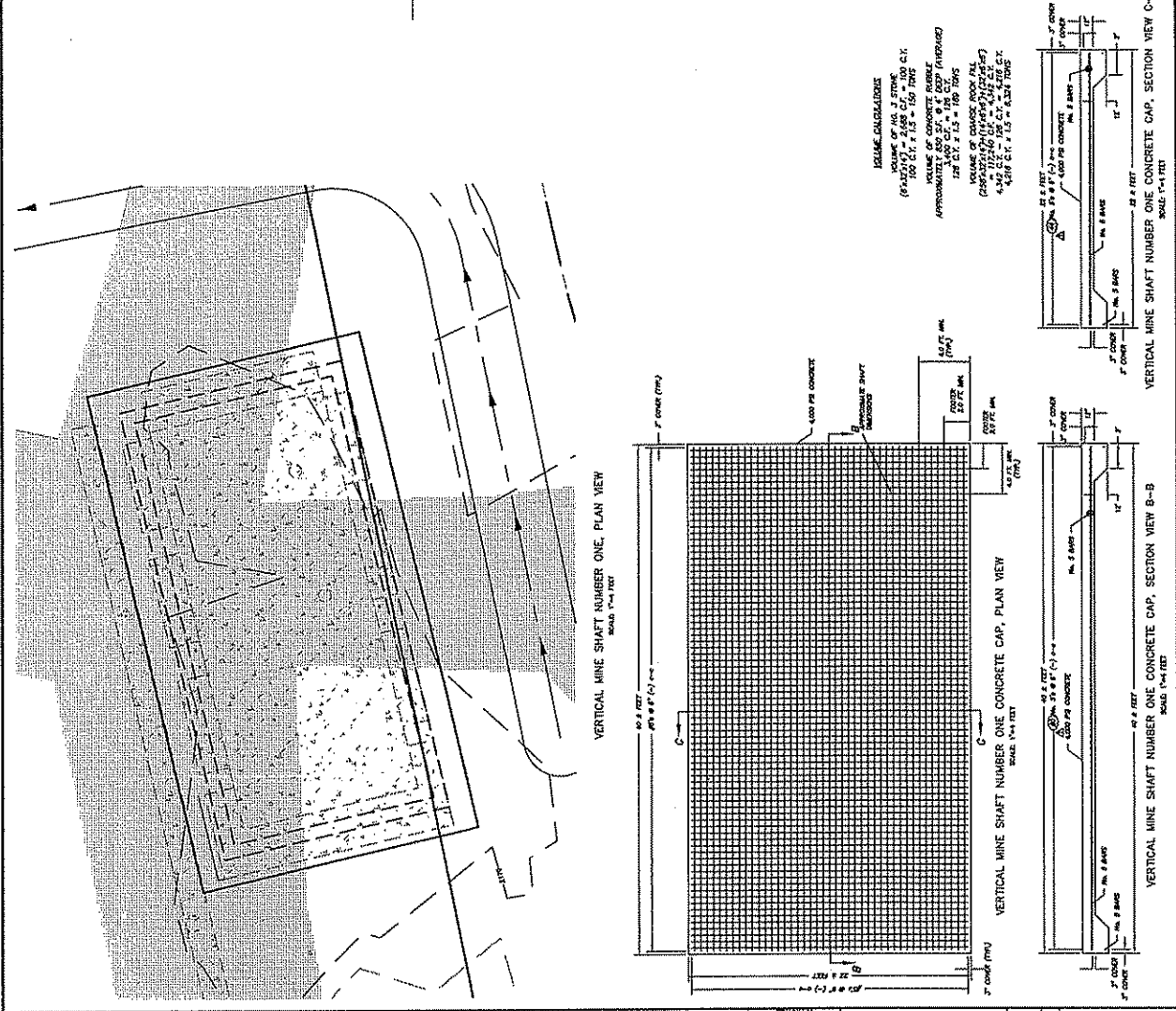
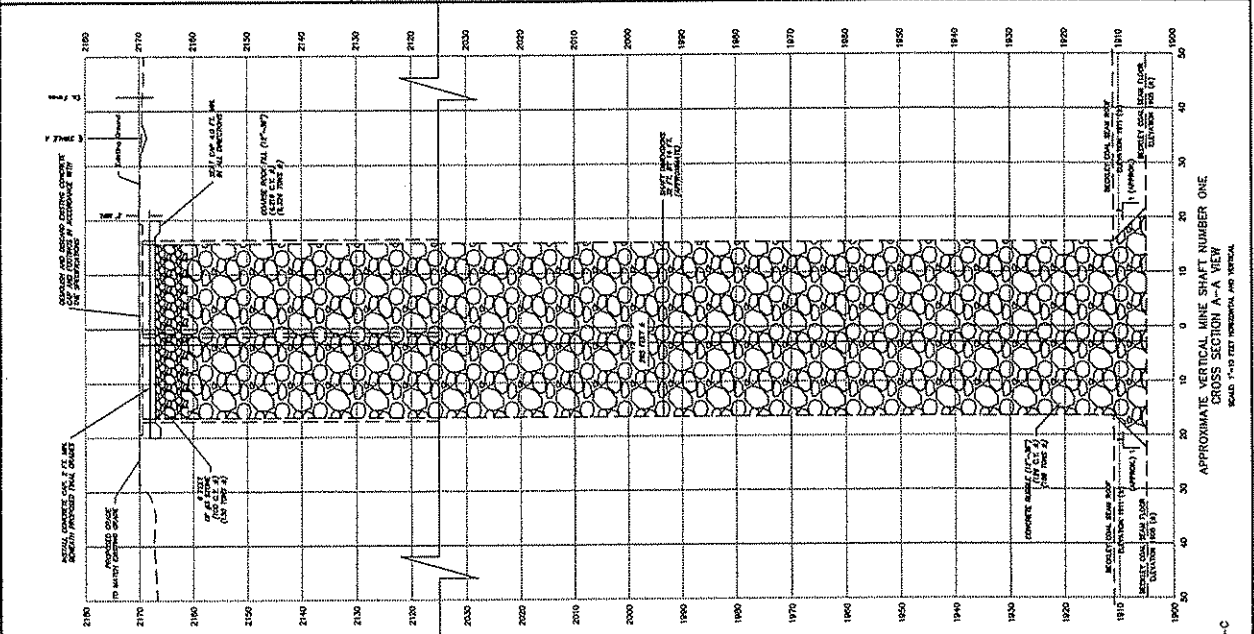
Item 9: Q) What weight restrictions, if any, are there on the adjacent roads?

A) The contractor will be responsible for contacting the WVDOH, District Ten, at 304-425-2155 to inquire about any DOT restrictions.

Item 10: Q) Will there be any DOH inspection fees? If so, what will they be, and who will be responsible to pay?

A) The contractor will be responsible for contacting the WVDOH, District Ten, at 304-425-2155 to obtain an encroachment permit, and to inquire about any related fees. Contractor will be responsible to pay any required bonds or fees.

<p>WDEP 116 ROUSSEAU DRIVE OAK HILL, WV 25901 PROJECT MANAGER: MARK PROCTOR (304) 465-1911 FAX (304) 465-0139</p>	<p>RECREATION PLANTS OPEN WHITE AIR SHAFTS RALEIGH COUNTY, WEST VIRGINIA</p>	<p>DETAILS - SITE 1</p>	<p>3</p>	<p>DATE: 5-18-09 DRAWN BY: J. W. BENTLEY CHECKED BY: J. W. BENTLEY</p>
				<p>SCALE: 1" = 4' (VERTICAL) 1" = 16' (PLAN)</p>



NO.	DATE	BY	CHKD.	DESCRIPTION
1	5-18-09	J. W. BENTLEY	J. W. BENTLEY	ISSUED FOR CONSTRUCTION
2	5-18-09	J. W. BENTLEY	J. W. BENTLEY	REVISED

WVDEP
 116 INDUSTRIAL DRIVE
 OAK HILL, WV 25901
 PROJECT MANAGER: MARK PROCTOR
 (304) 465-1911 FAX (304) 465-0129

REGULATION PLANS
 GLEN WHITE AIR SHEDS
 TOWN OF GLEN WHITE
 WASHINGTON COUNTY, WEST VIRGINIA

DETAILS - SITE 2

Architectures • Land Acquisitions • Planning • Surveying
 Environmental Science • Geology
 202 S. ALBANY, WY 82177
 Phone 304-221-8800 Fax 304-221-8800
 Oregon • Indiana • Kentucky • Tennessee • West Virginia

Sheet Number: **5**

Scale: 1" = 10'-0"

DATE: 07/11/07

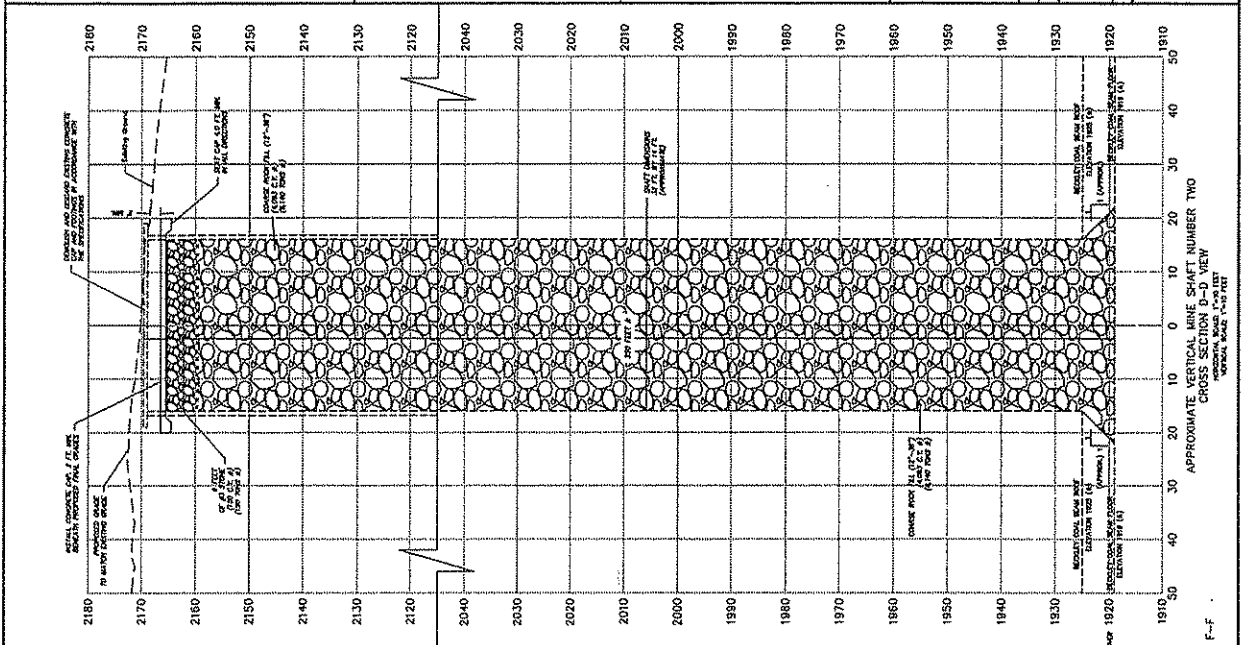
PROJECT: 07-01-07

REVISED: 07-11-07

DESIGNED BY: M. PROCTOR

DRAWN BY: M. PROCTOR

CHECKED BY: M. PROCTOR



REINFORCING BARS
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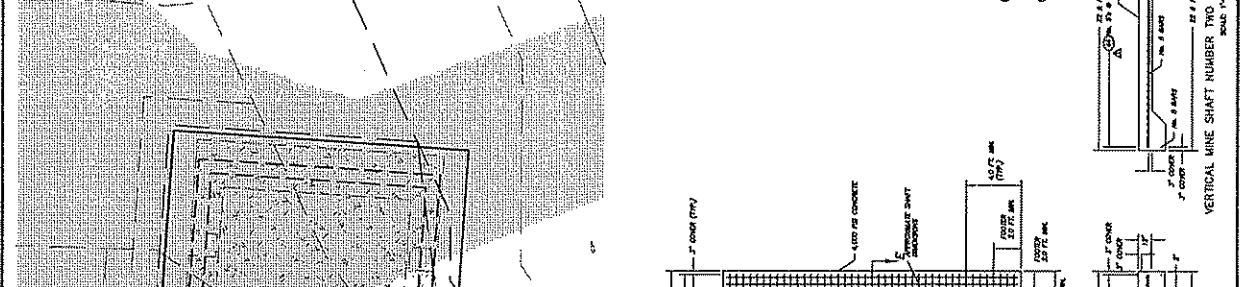
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STONE CORE
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REINFORCING BARS
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 12 # 4 BARS

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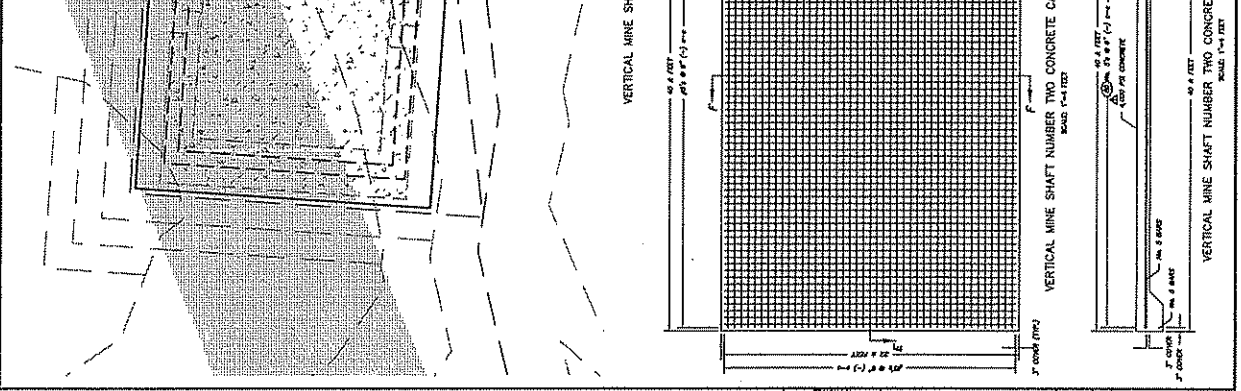
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NO.	DATE	DESCRIPTION	BY	CHECKED
1	07-11-07	ISSUED FOR PERMIT	M. PROCTOR	
2	07-11-07	REVISED	M. PROCTOR	