



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
DEP14158

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**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
01/12/2010				

BID OPENING DATE: **03/18/2010** 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 BUFFALO COAL COMPANY PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE BID CLARI- FICATION, THE Q/A, AND SKETCH RESULTING FROM THE PRE- BID MEETING OF 12/17/2009.</p> <p>BID OPENING DATE AND TIME ARE EXTENDED TO 03/18/2010 AT 1:30 PM.</p> <p>*****NO OTHER CHANGES*****</p>		
0001	1	JB		962-73		
				<p>RECLAMATION: RESTORATION OF WATER</p>		
				<p>***** THIS IS THE END OF RFQ DEP14158 ***** TOTAL:</p>		

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**Addendum #1 - Questions During Pre-Bid Conference
For DEP 14158
Buffalo Coal Company, Inc. Permit # S-2003-88**

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.

Clarification to Bid Item 8.0 Grouted Riprap Ditch-4': The thickness of the riprap shall be 1.5 feet and use R-5 classification limestone. A revised drawing is attached, which was on page 72 of the requisition.

Clarification to Bid Item 13.0 Treatment Pond Cleaning and Modification: The riprap channel crossing across the earthen dikes in both ponds shall also have filter fabric placed beneath the riprap. Also, the riprap shall extend down both side slopes of the earthen dike to prevent erosion. This is in addition to the riprap drive-thru across the top of the earthen dike. The riprap crossings for both ponds shall be incidental to this Lump Sum bid item.

- 1.) Q. Bid Item 9.0, Riprap Ditch-4' with Half Pipe, is this pipe smooth or rough wall?
A. Use smooth interior, corrugated exterior dual wall pipe.
- 2.) Q. Are the culverts to be installed on this road (standing on the access road leading down to ponds)?
A. Yes, the DEP inspector will point out exact locations at time of construction.
- 3.) Q. Do we just install a splash pad at the end of the culverts?
A. Yes, riprap at the inlet and exit of each culvert installation is inclusive to the culvert bid item. If we need to extend a channel beyond the culvert outlet, we will use the Riprap Ditch-4' bid item.
- 4.) Q. Are you (DEP) going to treat the water while we (Contractor) are working?
A. The DEP will treat the seep water until time to take each pond out of service for cleaning and modification. At this time, it will be the contractor's responsibility to treat the water from the ponds. The new lime treatment systems shall be installed as the first order of operation, then the new system may be used to treat the water.
- 5.) Q. Can we take the ponds out of service to clean them and treat the water?
A. Yes, after the new lime dosing systems have been installed, the contractor can bypass one pond at a time and clean/modify the pond, while still directing water through the other pond. The first priority is to switch the existing chemical treatment system off of ammonia to hydrated lime treatment.
- 6.) Q. Do we have to remove the pile of tires on the road coming into the site?
A. No, we will deal with them on a future requisition.
- 7.) Q. Are we going to be clearing any trees (referring to lime treatment site 1)?
A. No, the work area is above the tall tree line.

- 8.) Q. Do we have to adjust the slope of the lower road embankment (above lime treatment site 1 road bench)?
A. No, leave existing slope as is.
- 9.) Q. Does Pond 1 have to stay the same size?
A. You can add material to the pond embankment inside slope to gain more top width for the 12 feet wide road bench.
- 10.) Q. Where do we get material for the pond dikes/embankments?
A. Excess material may be obtained from below the existing sediment pond D, or material may be obtained from on top, as directed by the onsite DEP inspector at time of construction.
- 11.) Q. After we put the first dosing unit in, can we divert this water around the site?
A. The water may be diverted out of the upper trench, but must run through one of the ponds, prior to final discharge.
- 12.) Q. Do these two ponds get a 60 mil liner?
A. No, only the driveway collection pond 20 feet by 20 feet in size at lime treatment site 1.
- 13.) Q. That slope of the ditch (at treatment Pond 1) are we going to do anything to it?
A. No, we are not going to change the slope of the embankment on the upper side of the ditch.
- 14.) Q. How deep are the ponds, in reference to cleaning them?
A. The upper pond (Pond 1) is a depth of 10 feet, and at the inlet end water is emanating up through the pavement or pond bottom. The lower pond (Pond 2) from the existing steel standpipe to the pond outlet, the pond has been cleaned (last 1/3 of pond). The first 2/3 of the pond still needs to be cleaned. At the two locations where the earthen dikes are to be installed, the ponds must be cleaned to a solid bottom.
- 15.) Q. Is onsite rock good enough to use as riprap in the ditches?
A. No, the onsite rock is very acidic producing sandstone. You must use limestone for all riprap ditches.
- 16.) Q. Where do we put the cleanings from the ponds?
A. All pond cleanings must be trucked to the sludge disposal site on top, which is the open pit area. The sludge may be excavated and trucked, vac trucked or pumped. It is up to the contractor.
- 17.) Q. It is going to take a lot of material to build up the road around the upper pond, where do you get the material for that?
A. We can get material around sediment pond D. We can use the piles of material along the road. As each load of pond cleanings is hauled on top, a return load of borrow material may be hauled back for use.

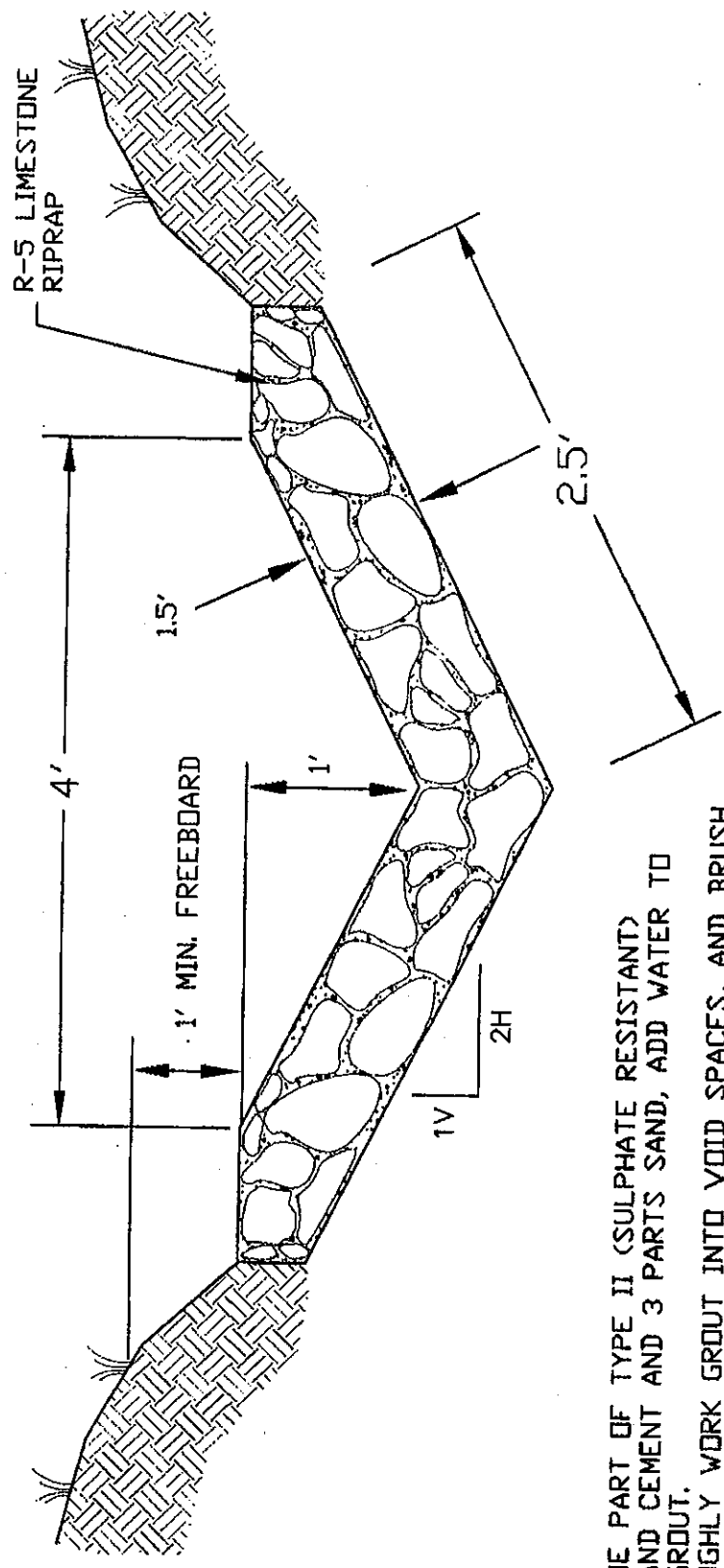
- 18.) Q. What about the stability of the hillside above the ditch and upper pond, are we liable for slips?
A. If you have disturbed the hillside due to the placement of the new ditch with half pipe, then you will be responsible for regrading and/or removal of excess material.
- 19.) Q. Can we clean the lower pond, while it is being bypassed?
A. Yes, as long as we can continue flowing water through one of the ponds, prior to discharge.
- 20.) Q. Are we going to have a new road along the bottom of this pond (referring to the lower pond)?
A. Yes, this road will tie onto the road between the ponds, and it is to be built on the existing bench that has been partially completed.
- 21.) Q. Does the road around the lower pond show up in the detail drawings?
A. Yes, the Treatment Site Plan on page 54 of the requisition.
- 22.) Q. The pump line extensions, where are they going to end up at?
A. That is also on the Treatment Site Plan detail drawing. The new pump line will tie into the existing 8 inch main line, and there will be a pump station at that end. There will be one on the second portion of the upper pond, just after the earthen dike. There will be one on both sides of the earthen dike on the lower pond.
- 23.) Q. Are there valves on them (pump lines)?
A. Yes, there are two valves for draining the pump line, see Pump Connection End drawing page 75 of the requisition.
- 24.) Q. Does this 6 inch line (existing sludge line) go all the way to where you want it to go?
A. Yes, what is on the ground will need to be added to and buried.
- 25.) Q. So we are going to clean those three ponds out (referring to the sediment control ponds), and reconstruct the inlet and outlet ditches?
A. We will only be cleaning two of the sediment ponds B and C, Pond A is okay, and Pond D will be eliminated.
- 26.) Q. Where are we picking the water up (at sediment Pond C)... is right through there where that gully is?
A. Yes, each of the sediment ponds is fed by contour drainage ditches. About 25 feet of inlet ditch and 15 feet of outlet ditch will need to be reworked on each pond.
- 27.) Q. What ponds are you cleaning here (standing at the sediment ponds), and what ponds are you eliminating?
A. Sediment Pond A will not be cleaned, Ponds B and C will be cleaned, and Pond D will be eliminated.
- 28.) Q. How much material will be taken out of Sediment Pond B and C?
A. Clean both ponds out to a depth of 6 feet.

- 29.) Q. Do we have to go down through there and dress that land up, ... is that part of the reseeding?
A. Yes, we have 15 acres of Revegetation to cover this area, as well as areas around the treatment ponds, and any borrow material areas.
- 30.) Q. On the silos, in the specifications you call for ¼ inch thick steel. We normally use I-beams for supports and use 3/16 inch steel. Do you want ¼ inch steel with the I-beam supports or does it matter?
A. Yes, we specified ¼ inch minimum steel thickness for the silos.
- 31.) Q. Where is the trash that we have to haul out?
A. The Structure/Debris Removal item is mainly for the existing steel standpipe in the lower pond. There is also an old steel culvert at the pond site that needs removed. Any junk or debris on top at the open pit is not part of this requisition.
- 32.) Q. Do the silos get filled, and is that part of the lime dosing unit purchase?
A. Yes, each 50 ton silo is to be filled one time with hydrated lime and at each site a 500 gallon propane tank is to be set and filled one time.
- 33.) Q. For the pond cleaning, do we just have to clean them one time?
A. On treatment ponds, yes, just clean them one time. Any sediment control ponds and sumps are to be maintained by the contractor until finished with the job.
- 34.) Q. Are we allowed back onto the site?
A. Yes, just complete the safety training as you enter onto the ICG permitted haul road, and sign in and out as you enter and exit.
- 33.) Q. Are there any prints available for this?
A. Yes, you need to go the Purchasing Division web site with the DEP number 14158, or contact Chuck Bowman and ask for a copy of the requisition (phone # 304-558-2157).

BUYER CB-23	REQ. or P.O. No. DEP 14158
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GRouted V - DITCH

GRouted V - DITCH



USE ONE PART OF TYPE II (SULPHATE RESISTANT) PORTLAND CEMENT AND 3 PARTS SAND, ADD WATER TO MAKE GROUT. THOROUGHLY WORK GROUT INTO VOID SPACES, AND BRUSH EXCESS GROUT OFF TOP OF RIPRAP STONES.

NOT TO SCALE

PAYMENT SHALL BE FOR ACTUAL LENGTH OF DITCH CONSTRUCTED.

R-5 LIMESTONE RIPRAP (STANDARD) UNLESS OTHERWISE NOTED, RIPRAP SHALL BE DURABLE ROCK PLACED IN A 1.5 FOOT BLANKET. TWENTY-FIVE (25%) OF THE ROCK WILL BE OF 18 INCHES OR LARGER, THE REMAINING SEVENTY-FIVE (75%) SHALL BE WELL GRADED MATERIAL (MINIMUM 3 INCHES TO MAXIMUM 15 INCHES) OF SUFFICIENT ROCK SMALL ENOUGH TO FILL THE VOIDS BETWEEN THE LARGER ROCK. SHALE SHALL NOT BE USED FOR RIPRAP. IF RIPRAP STABILITY IS QUESTIONABLE, DURABILITY SHALL BE DETERMINED BY THE SODIUM SULPHATE TEST ASTM C 88/AASHTO T 104-77.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFO # : DEP14158
 Project: Buffalo Coal Co.
S-2003-88

Bid Date: 01/21/2010
 Pre-Bid Date: 12/17/2009

Name : Robert Barnes
 Company: Barnes Exc. Inc.
 Address: P.O. Box 12384
Sissonville
W.V. 25360
 Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email : BarnesExc@Aol.com

Name : Terry Cantorbery
 Company: Boiz Transit
 Address: Glen Morgan W.V.
Box 304 673-9388
 Phone #: 304-673-9388
 Fax # :
 Email :

Name : Gary Long
 Company: M Court & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601
 Phone #: 304 765-5288
 Fax #: 304 765-5293
 Email :

Name : Ben Bolinger
 Company: J B & Sons LLC
 Address: 10643 BRANDOVILLE PIKE
Kennwood WV 26537
 Phone #: 304-329-0490
 Fax # :
 Email : bolinger5@verizon.net

Name : Kelly Dennison
 Company: Breakaway
 Address: 1075 Old Turnpike Rd
Sutton WV 26601
 Phone #: 304-765-5317
 Fax #: 304-765-5317
 Email :

Name : Chaf Bilotta
 Company: Anderson Excavating LLC
 Address: 343 Williams Rd
Morgantown WV 26501
 Phone #: 304-983-2296
 Fax #: 304-983-4755
 Email : cbilotta@AndersonExcavatingLLC.com

Name : Don Stamm
 Company: LIME DOSE CONSULTING
 Address: PO BOX 2184 CLARKSBURG, WV
26426
 Phone #: 304-782-1037
 Fax #: 304-782-1037
 Email : Stamm3@Verizon.NET

Name : Scott Evans
 Company: Mt Hays Property
 Address: 305 39th
Charleston, WV 25301
 Phone #: 304-725-4032
 Fax #: 304-925-4033
 Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFO # : DEP14158
 Project: Buffalo Coal Co.
S-2003-88

Bid Date: 01/21/2010
 Pre-Bid Date: 12/17/2009

Name : DAVID H BOWMAN
 Company: GREEN MOUNTAIN CO
 Address: 511 50th STREET
CHAS WV 25304
 Phone #: 304 425 0253
 Fax #: 425 4230
 Email : Jody.McGee@msd.com

Name : SCOTT SMITH
 Company: ALLI CONSTRUCTION
 Address: PO Box 92 RT 93
Mt. Storm, WV 26735
 Phone#: 304-693-7131
 Fax #: 304-693-7199
 Email : Kitzmillercjason@msd.com

Name : DENNIS C. EUBANK
 Company: COALFIRE INC
 Address: PO Box 243
SIMPSON WV 26435
 Phone #: 304-739-4397
 Fax #: 304 739 4401
 Email : DCE - COALFIRE INC@EARTHANEX.WV

Name : DANNY MILLER
 Company: 10T&MPC HOLDING CONTRACT
 Address: 106 N Main
Petersburg WV 26547
 Phone#: 304-257-2022
 Fax #: 304-257-2023
 Email : _____

Name : STEVE SLABO
 Company: Pro Contracting Inc
 Address: P.O. Box 2400
Charlesburg WV
 Phone #: 304 622-2402
 Fax #: 304 622-2410
 Email : ProCon-538@ma.rr.com

Name : Russell L NELSON
 Company: NELSON TREE REMOVAL
 Address: RT 4 Box 577C Keyser
WV 26726
PHONE No 304-355-2085
 Phone#: _____
 Fax #: _____
 Email : _____

Name : Richard Hagy
 Company: Aspen Corp
 Address: 2460 Ritter Dr
Daniel WV
 Phone #: 304-763-4573
 Fax #: 304-763-4591
 Email : Kubin @ MSN.com

Name : Rennie Hue (Nelson Tree Remo)
 Company: Nelson Tree Removal
 Address: Rt 4 Box 577C Keyser
WV 26726
304-355-2085
 Phone#: _____
 Fax #: _____
 Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14158
Project: Buffalo Coal Co.
S-2003-88

Bid Date: 01/21/2010
Pre-Bid Date: 12/17/2009

Name : Ann Wadsworth
Company: TEAR-CRAM ARROW
Address: PO BOX 4108
CHARLESTON WV
25304
Phone #: 304-414-0255
Fax #: 0256
Email : easternarrow@hotmail.com

Name : Randy Zickel
Company: BEAR CONTRACTING
Address: 112 STATE ST
BRIDGEPORT WV 26330
Phone# : 304 842-3002
Fax # : 304 842-9433
Email : MURSO@BEAR-Contracting.com

Name : JAMES ALLEN
Company: JF ALLEN CO
Address: PO BOX 2049
BUCKHANNON WV
26201
Phone #: 304 472 8890
Fax # : 304 472 8897
Email JAMES.ALLEN@JFALLENCO.COM

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

Name : GEORGE FRESHOUR
Company: EAGLE EXCAVATION INC.
Address: P.O. BOX 218
KENNA WV
25748
Phone #: (304) 372-4378
Fax # : (304) 372-4378
Email : ADN@E

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

Name : Mike Jenkins
Company: AQUAFIX SYSTEMS INC.
Address: 201 Maple Lane
Kingwood WV 26537
Phone #: 304-329-1056
Fax # : 304-329-1217
Email : mjj@aquafix.com

Name : David McCoy
Company: WV DEP
Address: 12-17-09
Phone# : _____
Fax # : _____
Email : _____