



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
DEP14652

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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	FOB	FREIGHT TERMS
07/24/2009				

BID OPENING DATE: 08/11/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE HOWESVILLE SITES PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A AS A RESULT OF THE MANDATORY PRE-BID CONFERENCE HELD ON 07/14/2009.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 08/11/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14652 ***** TOTAL:						

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

**Addendum #1 - Questions During Pre-Bid Meeting  
For DEP 14652  
Howesville Sites Project**

- 1) Specification 7.3.3 shall be revised to indicate that stream bank protection ending in coal refuse shall be undercut 24" and a 24" layer of soil placed and compacted prior to installing the grouted riprap stream bank protection instead of 12".
- 2) It is anticipated that the bat gate seals will accommodate a 77" by 55" pipe arch culvert once the mine portal is opened up. The contractor is advised, however, that he should open up each mine portal as usual for installation of a mine seal and then make the determination if a 77" by 55" pipe arch culvert will fit into the opening. If it will, then this is the size pipe arch culvert that is to be installed. If, for some unforeseen reason, the coal seam is not as thick as anticipated, the size of the pipe arch culvert shall be reduced in order to fit into the opening, but in no case shall the pipe arch culvert be less than the maximum size that is able to be accommodated by the bat gate seal design.
- 3) The Contractor will be required to properly dispose of a petroleum-filled 55 gallon drum and associated stained soils located near Baseline Two Station 1+30, 90 feet left. The drum, its contents, and the stained soil shall be removed to a State approved off-site disposal area permitted to accept this type of waste. The Contractor will be required to obtain an "Overpack" barrel sized to allow the petroleum-filled 55 gallon drum to be inserted inside and sealed for transportation.

The contractor shall excavate all apparent contaminated soils surrounding the petroleum-filled 55 gallon drum to the satisfaction of the Engineer. Excavated, contaminated soils shall be placed in 55-gallon barrels, sealed, and transported, along with the petroleum-filled 55 gallon drum to a State approved disposal area permitted to accept this type of waste. Reclaimed 55 gallon drums for contaminated soil disposal can also be obtained from Reliance Environmental Transport. The Contractor may also be required to perform a waste profile on the contaminated soil prior to delivery to the destined landfill. Laboratory testing parameters of the waste profile are landfill dependant. All costs associated with task shall be considered incidental to **"Item 4.0 Site Preparation"**. The Contractor will be required to submit proof of proper disposal of the petroleum-filled 55 gallon drum, contaminated soil, and any other materials contaminated in the disposal process. Proof shall consist of bill of lading from the State approved landfill or State certified and approved waste hauler.

The following questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

- 1.) **Q.** How will the ditch crossings be paid?  
**A.** They will be incidental to the ditch construction in which they are placed.
- 2.) **Q.** Are the ditches all the same?  
**A.** No, there are both "V"-ditches and flat bottom ditch.
- 3.) **Q.** In reference to Bat Gate Mine Seals, the two (2) 12" PVC pipes, are they conveyance pipes?  
**A.** No, they are mine seal outlet pipes.

**Addendum #1 - Questions During Pre-Bid Meeting  
For DEP 14652  
Howesville Sites Project**

- 4.) **Q.** Are the 12" PVC pipes paid as conveyance pipes?  
**A.** No. They are incidental to the Bat Gate Mine Seal.
- 5.) **Q.** The table indicates there is 700+ feet of 12" Mine Seal Outlet pipe, is this pipe incidental to the Bat Gate Mine Seal?  
**A.** Yes.
- 6.) **Q.** Is there just one pipe in the Bat Gate Mine Seal?  
**A.** No, there are two 12" PVC pipes that run parallel.
- 7.) **Q.** Is there just one elliptical pipe per Bat Gate Mine Seal?  
**A.** Yes.
- 8.) **Q.** Do the outlet pipes discharge into a ditch?  
**A.** Yes.
- 9.) **Q.** What is the maximum distance you can push the elliptical pipe into the mine opening?  
**A.** Three times the height of the coal seam.
- 10.) **Q.** Does the trash around the building get removed?  
**A.** If it is in the construction limits, it gets removed.
- 11.) **Q.** Where does the material come from to backfill the highwall?  
**A.** The area was identified in the field.
- 12.) **Q.** Do we have to do any soil sampling for the oil drum removal?  
**A.** Yes, see # 3 of the Addendum.
- 13.) **Q.** Does the road get upgraded?  
**A.** No, but it must be maintained to provide all weather access.
- 14.) **Q.** Do you have a detail on the all weather access road?  
**A.** No.
- 15.) **Q.** What is the size of the elliptical pipe for the Bat Gate Mine Seal?  
**A.** 77" X 55".
- 16.) **Q.** Can you modify the elliptical pipe?  
**A.** No.

The Contractor shall have 180 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 180 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14652  
 Project: HOWESVILLE SITE

Bid Date: 8/11/09  
 Pre-Bid Date: 7/14/09

Name : Bob Canterbury  
 Company: Bx B Transilc  
 Address: 216 New River Drive  
Beckley WVA 25813

Name : Micah Taylor  
 Company: Beckley Drilling and Blasting  
 Address: Beaver wv 25813

Phone #: 304-693-9358  
 Fax #: 304 769 7593  
 Email : Bob.Canterbury@BMA.com

Phone#: 304 256 8385  
 Fax #: 304 256 8386  
 Email :

Name : Steve Jurasko  
 Company: Polino Contracting, Inc.  
 Address: Po Box 230  
Elkins, WV 26241

Name : Matt Stanevich  
 Company: Low Girl Inc  
 Address: P.O. Box 243  
Simpson wv 26435

Phone #: 304-636-3886  
 Fax #: 304 636-5108  
 Email : S.Jurasko@Polino.com

Phone#: 304 739-4397  
 Fax #:   
 Email :

Name : Todd Cooper  
 Company: Alex Energy  
 Address: 300 Morgan Massey Dr.  
Jolian, WV 25529

Name : Steve Szabo  
 Company: PRO CONTRACTING INC  
 Address: P.O. Box 2442  
CLARKSBURG, WV 26302

Phone #: 304-369-8615  
 Fax #: 304-369-8866  
 Email : Kim.Brown@MASSENERGYCO.COM

Phone#: 304 622-2400  
 Fax #: 304 622-2410  
 Email : PROCON-555@MA.MR.COM

Name : THOMAS HART  
 Company: LEXINGTON MINE RECONSTRUCTION SERVICES  
 Address: P.O. Box 489  
CABN CREEK WV 25835

Name : Allan Kennedy  
 Company: Dingess Transport Inc.  
 Address: P.O. Box 909  
Belington WV 26250

Phone #: 304 949 2372  
 Fax #: 304 949 2375  
 Email : thart@lexingtoncoal.com

Phone#: 304-823-1267  
 Fax #: 304-823-3597  
 Email : L.Davis@diness.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14652  
 Project: HoweSV, LLC SITE

Bid Date: 8/11/09  
 Pre-Bid Date: 7/14/09

Name : DAVID H. Bowman  
 Company: GREEN MOUNTAIN LLC  
 Address: 511 50th STREET  
Chas WV 26304

Phone #: 304 925 0253  
 Fax #: 304 925 9230  
 Email : Jody.May@AOL.com

Name : ANN WARONKILL  
 Company: EASTERN ARROW  
 Address: PO BOX 4108  
CHARLESTON WV  
25314

Phone #: 304-414-0255  
 Fax #: 0256  
 Email : easternarrow@hotmail.com

Name : Roger L. Collins Jr.  
 Company: Collins Building & Contracting Inc.  
 Address: 3404 Coaly-Camp Rd  
Flamwoods WV  
26621

Phone #: 304-765-3521  
 Fax #: 304-765-3521  
 Email : Collins Buildg @ HughesNet

Name : Kevin Bradford  
 Company: Pineville Paving & Excavating, Inc.  
 Address: P.O. Box 1290  
Pineville WV 24874

Phone #: 304-732-8303  
 Fax #: 304-732-7855  
 Email :

Name : JAMES ALLEN  
 Company: JF ALLEN CO  
 Address: PO Box 2049  
Buckhannon WV  
26201

Phone#: 304 472 8890  
 Fax #: 304 472 8897  
 Email :

Name : Charlene Pretzel  
 Company: JL Pretzel Contracting  
 Address: 274 Horseshoe Dr.  
Bruceston Mills WV 26523

Phone#: 304-379-7789  
 Fax #: 7788  
 Email : prt2roc@aol.com

Name : Richard Hagy  
 Company: Aspen Corp.  
 Address: 2400 Ritter Dr.  
Daniels WV. 25832

Phone#: 304-763-4573  
 Fax #: 304-763-4591  
 Email : RKubin@MSN.com

Name : Doug Higgins  
 Company: ATLAS SERVICES Corp.  
 Address: 1024 Rt 519  
Suite 500  
Eighty Four Pa 15320

Phone#: 724-225-1000  
 Fax #: 724-228-2579  
 Email : Estimating@ATLAS SERVICES.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14652  
Project: HOWSSUIUS SITE

Bid Date: 8/11/09  
Pre-Bid Date: 7/14/09

Name : Randy Calkins  
Company: Stemtec Consultants  
Address: 1 Moore Ave.  
Buckhannon, WV 26001  
Phone #: 304-472-7140  
Fax #: 304-472-6239  
Email : Randy.Calkins@Stemtec.com

Name : Steve Calvert  
Company: Gleed River Group LLC  
Address: P.O. Box 18039, 532 Althebanke Sq.  
Morgantown, WV 26507  
Phone#: 304-594-3991  
Fax #: 3992  
Email : SCalvertGRG@AOL.com

Name : Doug Vincent  
Company: BREAKAWAY INC  
Address: 1075 old Turnpike Rd  
Sutton WV 26601  
Phone #: 765-5317  
Fax #: 765-5389  
Email :

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

Name : Herb Parsons  
Company: Stemtec  
Address: 1 Moore Ave  
Buckhannon WV  
Phone #: 304 472-7140  
Fax #: \_\_\_\_\_  
Email : herb.parsons@stemtec.com

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

Name : CALLER, Richard  
Company: Save the Type of Woodshed  
Address: PO Box 602  
Grafton WV 26354  
Phone #: 304 265-2759  
Fax #: \_\_\_\_\_  
Email : RRELL@Hotmail.com

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