



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
DEP14656

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
06/16/2009				

BID OPENING DATE: **07/09/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****ADDENDUM NO. 1*****</p> <p>ADDENDUM ISSUED TO FOR THE WOLFPEN (MCBURNERY) LANDSLIDE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND THE REVISED BID SCHEDULE RESULTING FROM THE MANDATORY PRE-BID MEETING OF 06/04/09.</p> <p>BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/09/09 AT 1:30 PM.</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
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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 # : 14656
Project: Wolfpen (McBurrey) Landslide

Bid Date: 7/09/2009
Pre-Bid Date: 6/4/2009

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN CO
Address: 511 50th STREET
Chas WV 25304

Name : LEE BOLEN
Company: ASPEN CORP.
Address: 2400 RITTER DR.
Daniels WV 25832

Phone #: 304 925 0253
Fax #: 304-925 9230
Email : Joly MAJE@AOL.COM

Phone#: 304 763-4573
Fax #: 304 763-4591
Email : lboLEN@aspEN-gOLF.com

Name : George Herndon
Company: Collins Building Corp Inc
Address: 3406 Corley - Cress Rd
Farmington WV 26621
Collins Building Corp Inc

Name : DENNIS C. ELBON
Company: COWGIRL UP INC
Address: P O BOX 243
SIMPSON WV 26435
304-739-4397

Phone #: 304-765-3521
Fax #: SAME
Email : _____

Phone#: 304-739-4401
Fax #: DCC-COWGIRLUP.EARTHINKING.NET
Email : _____

Name : Brad Wiseman
Company: WISEMAN EXCAVATING
Address: RT 1 BOX 190 LIBERTY 25124

Name : Doug Vincent
Company: BREAKAWAY INC.
Address: 1075 Old Turnpike Rd
Sutton WV 26601

Phone #: 304-586-3736
Fax #: 304-586-3736
Email : _____

Phone#: 765-5317
Fax #: 765-5389
Email : _____

Name : Robert Barnes
Company: BARNES EXC. INC.
Address: P.O. Box 13384
Sissonville WVA
25260.

Name : Basil CARPENTER
Company: BASIL CARPENTER EX. INC
Address: 333 A Coll AD
Chas WV 25312

Phone #: 304-984-1725
Fax #: 304-984-0074
Email : _____

Phone#: (304) 546-1601
Fax #: 984-3528
Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14656 Bid Date: 7/09/2009
Project: Wolfpen (M' Burney) Landside Pre-Bid Date: 6/4/2009

Name : Dale Thornton
Company: Thornton Const Co Inc
Address: PO Box 13279 Charleston
WV 25360

Name : Jayle Wardwell
Company: Eastern Arrow
Address: Charleston WV

Phone #: 304 984 2299
Fax #: 304 984 2334
Email : _____

Phone#: 304 414-0255
Fax #: _____
Email : _____

Name : THOMAS HART
Company: LEXINGTON MINING RECLAMATION
Address: P.O. BOX 989
CABIN CREEK WV 25035

Name : Rick Marker
Company: Garcie R Marker & Sons Inc
Address: 1119 Jefferson Rd Sth
S Ches WV 25309

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

Phone#: 304-744-0590
Fax #: 746-5203
Email : GR Marker & sons @ aol.com

Name : Roger Carpenter
Company: Carpenter Reclamation
Address: PO Box 13283
Charleston W.VA

Name : _____
Company: _____
Address: _____

Phone #: 304-989-1115
Fax #: _____
Email : _____

Phone#: _____
Fax #: _____
Email : _____

Name : Bob Cantabery
Company: B&B TRANSIT
Address: 316 New River Drive
Beckley WVA 25801

Name : _____
Company: _____
Address: _____

Phone #: 304 673-9388
Fax #: 304 253-4533
Email : Bob Cantabery @ gmail
.com

Phone#: _____
Fax #: _____
Email : _____

REQ # DEP 14656
Wolfpen (McBurney) Landslide
Addendum #1

- Item 1: The Contractor's Bid Sheet has been revised and is included with this addendum. The revision is the quantity of Item 9.1 Wet Seal. It has been reduced from 10 to 9.
- Item 2: Add the following to the Technical Specifications Section 1.0:
- "For the culvert crossing of a small stream on the access road (Thaxton Road) to the site near the intersection with Route 24, the Contractor shall place one inch thick steel plating a minimum of 25 feet long and as wide as the existing road (approximately 10 feet) over the culvert to provide protection. The steel plating shall be removed at the completion of the project and shall be retained by the Contractor. This shall be considered incidental to the Pay Item 1.0, "Mobilization and Demobilization".
- Item 3: Remove the first sentence of Section 7.2.1, "Stone" and replace with the following:
- "Stone for the riprap channel, toe drains and other uses except for the mine seals shall be hard, durable rock. The stone for the mine seals shall be hard, durable non calcareous rock."
- Item 4: 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 5: Q) Will access road to the site be stoned?
- A) Only as shown on the plans which is the owner's driveway.
- Item 6: Q) Is there an easement through the property?
- A) DEP has access to the site which will be maintained in as good or better condition.
- Item 7: Q) Has the slide actually broke open?
- A) There is a small scarp up slope and a small bulge near the bottom.
- Item 8: Q) Where is slip located?
- A) Slip is located over the side of the hill and as indicated on the construction plans.
- Item 9: Q) Are the portals located on the same tax parcel number?
- A) No

REVISED PER ADDENDUM #1 Wolfpen (McBurney) Landslide

Requisition # DEP 14656

Contractor's Bid Sheet

Company Name: _____

Address: _____

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	1	"Mobilization and Demobilization," per lump sum. Cannot be more than 10% of the Total Amount Bid for the project.	l.s.	\$
2.0	1	"Construction Layout," per lump sum. Cannot be more than 5% of the Total Amount Bid for the project.	l.s.	\$
3.0	1	"Quality Control," per lump sum. Cannot be more than 3% of the Total Amount Bid for the project.	l.s.	\$
4.1	1	"Site Preparation," per lump sum. Cannot be more than 10% of the Total Amount Bid for the project.	l.s.	\$
4.2	150	"Class 1 Aggregate," per ton.	\$	\$
5.0	3,100	"Sediment Control," per linear foot.	\$	\$
6.0	11	"Revegetation," per plan acre.	\$	\$
7.1	2,700	"Type I Channel," per linear foot.	\$	\$
7.2	500	"Type II Channel," per linear foot.	\$	\$
7.3	50	"18-inch HDPE," per linear foot.	\$	\$
7.4	2	"Low Water Crossing," per each.	\$	\$
8.1	11,200	"Unclassified Excavation," per cubic yard.	\$	\$
8.2	1,800	"Toe Drain," per ton (1,100 cubic yard)	\$	\$
9.1	9	"Wet Seal," per each.	\$	\$
9.2	100	"Soda Ash Briquettes," per 50 pound bag	\$	\$
11.0	500	"Underdrain," per linear foot.	\$	\$
12.0	1,200	"Erosion Control Matting," per square yard	\$	\$
TOTAL				\$