



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  
 DEP14659

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	F.O.B.	FREIGHT TERMS
07/24/2009				

BID OPENING DATE: 08/06/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE LAKE (WINKLER) LANDSLIDE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS & THE Q/A RESULTING FROM THE 07/07/09 MANDATORY PRE-BID MEETING.						
BID OPENING DATE AND TIME REMAIN 08/06/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14659 ***** 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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14659  
 Project: Lake (Winkler) Landslide

Bid Date: 8/6/09  
 Pre-Bid Date: 7/7/09

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

Phone #: 304 925 0253  
 Fax #: 925 9230  
 Email : Jody\_Meyer@GOL.COM

Name : Robert Barnes  
 Company: Barnes Exc. Inc.  
 Address: P.O. Box 13384  
Sissonville WV 25360

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

Name : Dustin Thaxton  
 Company: Thaxton Construction Co., Inc.  
 Address: PO Box 13279  
Charleston, WV 25360

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

Name : CAMERON JUSTICE  
 Company: CJI Contracting  
 Address: PO-Box 37  
Crum WV 25669

Phone #: 304-393-4907  
 Fax #: 304-393-4908  
 Email :

Name : EASTER TANK GRES POST  
 Company: EASTER TANK  
 Address: 145 KRIT LANE  
Princeton WV 24780

Phone#: 304-325-6752  
 Fax #:   
 Email :

Name : Ashley Atkins  
 Company: Aspen Corporation  
 Address: 2400 Ritter Drive  
Daniels WV 25832

Phone#: 304-763-4573  
 Fax #: 304-763-4591  
 Email : jadkins@aspen-golf.com  
jkubie@aspen-golf.com

Name : Randy Carpenter  
 Company: Carpenter Reclamation  
 Address: PO Box 13015  
Sissonville WV  
25360

Phone#: 304-984-1115  
 Fax #: 984-2770  
 Email :

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

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14659  
Project: Lake (Winkler) Landsl.de

Bid Date: 8/6/09  
Pre-Bid Date: 7/7/09

Name : Mick Jones  
Company: Bonant Const  
Address: P.O. box 10  
precious WV.

Name : Bob Conlanburg  
Company: BAB Tarrate  
Address: 316 New River Dr

Phone #: 304-548-7004  
Fax #: 304-548-7133  
Email : Bonant Const @ earthlink.com

Phone#: 304-673-9388  
Fax #: 304 963 2593  
Email : Bob Conlanburg @ Bonant Const

Name : Londis Justice  
Company: JLL Clothing  
Address: 4149 Midway Rd  
1/2 mile off WV 25573

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

Phone#: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Steven Freshour  
Company: Eagle Excavation Inc.  
Address: P.O. Box 218  
Kenna WV 25248

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: 1-304-372-4378  
Fax #: 1-304-372-4378  
Email : \_\_\_\_\_

Phone#: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

Name : BROWN BERNAPOWICZ  
Company: COLWELL UP INC  
Address: 102013 SIMPSON WV

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

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

Phone#: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

**REQ # DEP 14659**  
**Lake (Winkler) Landslide**  
**Addendum #1**

Item 1: 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 2: Q) Is there access between the two work sites on the side of the hill?

A) There should be no disturbance in this area.

Item 3: Q) Are any of the ditches open?

A) Yes, however there are two proposed underdrains for this site also.

Item 4: Q) Are all the proposed ditches rock riprap?

A) Yes

Item 5: Q) There is approximately 1,000 feet of existing pipe to be cleaned out. Who decides when the pipes are clean?

A) DEP personnel will give approval when the pipes are considered cleaned.

Item 6: Q) Will the existing pipes be removed and cleaned?

A) No, the pipes are to be flushed out.

Item 7: Q) What are the sizes of the existing pipes?

A) As shown on the plans, the pipes range in size from 12-inch, 18-inch and 24-inch.

Item 8: Q) Where is soil cover to be placed?

A) Over the wet mine seals.

Item 9: Q) How deep are the underdrains?

A) The underdrain is 2 ft x 3 ft. The proposed underdrain profiles are in the plans showing the existing ground and depth.

Item 10: Q) What drainage goes behind the house on the west end of the site?

A) Underdrain No. 1.

Item 11: Q) Where will excavated material from ditches be placed?

A) Material can be utilized for soil cover on wet mine seals. Off-site disposal area for excess material must be obtained by the contractor as stated in the Special Provisions, Section VII in the specifications.