



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  
**DEP14660**

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
07/14/2009				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** ADDENDUM NO. 1 *****					
	ADDENDUM ISSUED FOR THE STONE BRANCH (ADKINS) 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 07/01/09.					
	BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/30/09 AT 1:30 PM.					
	***** NO OTHER CHANGES *****					
0001	1	JB		962-73		
	RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES					
	***** THIS IS THE END OF RFQ DEP14660 ***** 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 # : 14660  
 Project: Stone Branch (Adkins) Landslide

Bid Date: 7/30/09  
 Pre-Bid Date: 7/1/09

Name : Don Phillips  
 Company: ESMER & ASSOCIATES  
 Address: P.O. Box 426  
Boomer, WV 25901

Name : Bob Carlsbury  
 Company: B&B TRAVEL  
 Address: 316 New River Drive  
Backly WVA 25701

Phone #: 304-779-2131  
 Fax #: 304-779-2859  
 Email : d.phillips@esmerassociates.com

Phone#: 304-673-9388  
 Fax #: 304-253-4583  
 Email : Bob.Carlsbury@G.M.N.K.com

Name : Ashley Adkins  
 Company: Aspen Corporation  
 Address: 2400 River Drive  
Daniels WV 25832

Name : DAVID H. BOWMAN  
 Company: GREEN MOUNTAIN CO.  
 Address: 511 50th STREET  
Chas WV  
25309

Phone #: 304-763-4573  
 Fax #: 304-763-4591  
 Email : jalkins@aspen-golf.com  
j.kubin@aspen-golf.com

Phone#: 304 925-0253  
 Fax #: 304 925 9230  
 Email : Jody May@G.M.N.K.com

Name : Donald Murphy  
 Company: Consign Up Inc  
 Address: P.O. Box 243  
Simpson WV 26438

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

Phone #: 304-735-4397  
 Fax #: \_\_\_\_\_  
 Email : \_\_\_\_\_

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

Name : Robert Barnes  
 Company: BARNES EXC. INC  
 Address: P.O. BOX 13384  
SISSONVILLE  
WV. 25360

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

Phone #: 304-984-1725  
 Fax #: 304-984-0074  
 Email : None

Phone#: 765-5317  
 Fax #: 765-5389  
 Email : \_\_\_\_\_

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14660 Bid Date: 7/30/09  
Project: State Branch (Adkins) Landslide Pre-Bid Date: 7/1/09

Name : Robert Dingers Name : \_\_\_\_\_  
Company: Down Under Contractors Company: \_\_\_\_\_  
Address: Rt 2 Box 157C Address: \_\_\_\_\_  
Harts WV 25529

Phone #: 304-855-2384 Phone# : \_\_\_\_\_  
Fax #: 855-2447 Fax # : \_\_\_\_\_  
Email : downundercsa@a Email : \_\_\_\_\_  
harts.net

Name : Ken Brown Name : \_\_\_\_\_  
Company: Alex Energy Company: \_\_\_\_\_  
Address: 300 Morgan Messoy Dr. Address: \_\_\_\_\_  
Julian, WV

Phone #: 304-369-8615 Phone# : \_\_\_\_\_  
Fax #: 369-8866 Fax # : \_\_\_\_\_  
Email : 1 Email : \_\_\_\_\_

Name : Barrie F. Foster Name : \_\_\_\_\_  
Company: EAGLE CONTRACTORS Company: \_\_\_\_\_  
Address: 1721 WINFIELD RD. Address: \_\_\_\_\_  
WINFIELD WV 25213

Phone #: 304-552-7781 Phone# : \_\_\_\_\_  
Fax #: 304-705-3150 Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_ Email : \_\_\_\_\_

Name : Jan R Wardwell Name : \_\_\_\_\_  
Company: Eastern Arrow INC. Company: \_\_\_\_\_  
Address: Charleston WV Address: \_\_\_\_\_

Phone #: (304) 414-0255 Phone# : \_\_\_\_\_  
Fax #: 414-0256 Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_ Email : \_\_\_\_\_

**REQ # DEP 14660**  
**Stone Branch (Adkins) 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) Are the mine water outlet ditches like the modified seals?

A) The mine water outlet ditch is the connection between the mine seal and the proposed ditch.

Item 3: The reference on plan sheet 5 on the proposed mine outlet Ditches (3,4,5,6,7,8) shows "Proposed Ditch "A") it should read "Proposed Ditch B",

Item 4: Contractor's Bid Sheet, Item No. 9.0. The 5 foot in the description is to be omitted.

Item 5: Q) Where will the mine water outlet drain be utilized?

A) As stated in the plan and specifications if mine portals are not located after excavation at the designated sites and mine water is flowing from fractured bedrock or a coal seam a mine water outlet drain shall be installed as directed by the Engineer. If however no water is flowing from the excavated area and a mine water outlet drain is not required then no payment will be made.

Item 6: Q) Will wind row of slash material be permitted?

A) Yes

Item 7: Q) How can copies of the plans and specifications be obtained?

A) By contacting Brenda Thompson at the Office of Abandoned Mine Lands at 304-926-0499 ext 1463.

Item 8: Q) Where does the proposed ditch run?

A) The ditch travel along the bench and as shown on the plans.

Item 9: Q) What will the percent grade be for ditches A & B?

A) Minimum .5 percent.

Revised per Addendum No. 1  
**Stone Branch (Adkins) Landslide**  
**DEP14660**  
 Contractor's Bid Sheet

Vendor's Name: \_\_\_\_\_

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appear to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	LS	Mobilization, per lump sum (not to exceed 10% per each bid)		\$
2.0	LS	Construction Layout, per lump sum (not to exceed 5% per each bid)		\$
3.0	LS	Quality Control, per lump sum (not to exceed 3% per each bid)		\$
4.0	LS	Site Preparation, per lump sum (not to exceed 10% per each bid)		\$
5.0	1150.0 L.F.	Sediment Control Barrier, per lineal foot		\$
6.0	4.0 AC.	Revegetation, per plan acre		\$
7.0	945.0 L.F.	Vee Ditch, Vegetated, per lineal foot		\$
7.1	45.0 L.F.	2' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot		\$
7.2	40.0 L.F.	2.5' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot		\$
7.3	280.0 L.F.	3' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot		\$
7.4	160.0 L.F.	5' Flat Bottom Mine Outlet Ditch, Rock Riprap Lined, per lineal foot		\$
9.0	8.0 L.S./EA.	Wet Mine Seal, per lump sum, per each		\$
9.1	1.0 L.S./EA.	Mine Water Outlet Drain, per lump sum, per each		\$
12.0	0.1 AC.	Soil Cover, per plan acre		\$
			<b>TOTAL</b>	\$