



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  
 DEP14665

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

PROPERTY

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
06/30/2009				

BID OPENING DATE: 07/16/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 01 *****						
ADDENDUM ISSUED FOR THE JESSOP HIGHWALL #10 PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q & A, THE CLARIFICATIONS TO THE SPECIFICATIONS, AND THE REVISED BID SCHEDULE RESULTING FROM THE MANDATORY PRE-BID MEETING OF 06/10/2009.						
BID OPENING DATE AND TIME HAVE BEEN EXTENDED FROM 07/08/09 TO 07/16/2009 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

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

RFQ # : DEP 14665  
 Project: USSDP H.N. # 10

Bid Date: 7/8/2009  
 Pre-Bid Date: 6/10/2009

Name : Robert Forman  
 Company: Preston Contractors Inc  
 Address: P.O. Box 606  
26537

Phone #: 304-329-2129  
 Fax #: 304-329-2206  
 Email : ryanboyle@verizon.net

Name : DAVE PRETZEL  
 Company: J.L. PRETZEL  
 Address: 9 BELGIAN ESTATES

Phone #: 304-288-2825  
 Fax #: 304-379-7788  
 Email :

Name : JAMES COOPER  
 Company: Mountaineer Grading Co  
 Address: P.O. Box 159  
Elkview, WV 25071

Phone #: 304-548-6800  
 Fax #: 304-548-6900  
 Email : james.cooper@mountaineergrading.net

Name : Scott Laurita  
 Company: SCSL Co-Leasing Corp.  
 Address: 8 Hunter Zander Rd  
FAIRMONT WV 26554

Phone #: 304-290-4608  
 Fax #: 304-296-8252  
 Email :

Name : Robert Canterbury  
 Company: B&B Transit  
 Address: 316 New River Drive  
Buckley WVA 25801

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

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

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

Name : JAMES ALLEN  
 Company: J F ALLEN CO  
 Address: P.O. Box 2049  
Buckhannon WV  
26201

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

Name : Spencer Woodell  
 Company: Cowgirl Up Inc  
 Address: PO Box 243  
Simpson WVA 26435

Phone#: 304 739 4397  
 Fax #: 304 739 4401  
 Email : slw-cowgirlup@aol.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14665  
Project: JSSDP H.W. #10

Bid Date: 7/8/2009  
Pre-Bid Date: 6/10/2009

Name : Tina Winters  
Company: Ealon Farm Service  
Address: 55 Main Street  
Ealon, WV 26716

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

Phone #: 304-735-3761  
Fax #: 304-735-3762  
Email : tina.winters@jsscorp.com

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

Name : Joe Hauser  
Company: Stonex Hill corp  
Address: Rt 1 179  
Putra WV  
26705

Name : RICHARD STONE  
Company: STONE PAVING INC  
Address: P.O. Box 53  
Reedsville, WV 26547

Phone #: 304 735 5465  
Fax #: 304 737 6104  
Email : \_\_\_\_\_

Phone#: 304-864-5955  
Fax #: 304-864-4052  
Email : \_\_\_\_\_

Name : Alex Yandrich  
Company: Savage  
Address: 196 Peters Run Road  
Wheeling WV 26003

Name : BOB CALVERT  
Company: GREEN RIVER GROUP  
Address: 522 Ash Brook Sq  
MORGANTOWN 26508

Phone #: 304-242-3100  
Fax #: 304-242-3104  
Email : AYANDRICH@SAVHHC.com

Phone#: 304-594-3991  
Fax #: 594-3992  
Email : BOBCALVERTJR@YAHOO.COM

Name : ANN WATDWARL  
Company: EASTERN ARROW  
Address: PO BOX 4108  
CHARLESTON WV  
25364

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

Phone #: 304.444.0255  
Fax #: 0256  
Email : \_\_\_\_\_

Phone#: 304-984-1115  
Fax #: 304-984-2770  
Email : RCarpent03@aol.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 14665  
Project: Jessop Highway # 10

Bid Date: 7/8/2009  
Pre-Bid Date: 6/10/2009

Name : SCOTT ANELLO  
Company: 12072 B HUNGER RD.  
Address: GRANTVILLE, MD 21536

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

Phone #: 301 245 4107  
Fax # : 301 245 4740  
Email : scottanello@betzelcorp.com

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

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

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

Phone #: 304-823-1267  
Fax # : 304-823-3397  
Email : \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**ADDENDUM #1  
DEP14665  
Jessop Highwall #10 Project**

- 1) The mine seal closures designated as bat gate mine seals shall receive two corrugated steel pipe-arches each. The size for each shall be 35" span X 24" rise as indicated in the Handbook of Steel Drainage and Highway Construction Products, table HC-7; copy attached. Note that this CMP Arch does not require a concrete footing. The CMP Arches shall be bedded in crusher run stone and shall extend through the stone bulkhead and the regraded highwall backfill so that the pipes with bat gates project from the final grade.
- 2) The method of measurement for the conveyance pipes for the mine seals shall be measured per linear foot of each pipe exiting the mine seal. Conveyance pipes begin at the downstream end of the stone bulkhead at each mine seal. Conveyance pipes are solid wall.
- 3) In the Specifications, the unit of measurement of the type "G" drop inlet risers is per each. This should be changed to per linear foot.
- 4) The grass-lined ditch detail on Drawing No. 20 does not show the 4-foot wide Excelsior Type I Curlex erosion control blanket. Grass-lined ditch located adjacent (and above) the access bench on Sites 1 and 2 shall include a 4-foot wide Excelsior Type I Curlex blanket as part of the channel lining.
- 5) The project shall be bid in accordance with the attached revised bid schedule.
- 6) The cleanouts for the underdrains shall be installed such that flushing can be performed against the flow of water in the pipe.

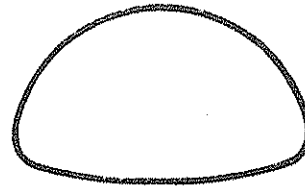
In addition, the following questions were addressed at the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

- 1.) **Q.** How is the unclassified excavation pay item to be measured and what is required to document the quantity?  
**A.** Unclassified excavation is to be measured by before and after cross-sections of the regrade area using the average end area method for computation on the "cut" quantity. Before and after cross sections need to be provided on 50 foot intervals in PDF format and hard copy form and certified by a licensed land surveyor.
- 2.) **Q.** Are the piezometers on-site required to be closed?  
**A.** Yes.
- 3.) **Q.** Are there any measures required for the ponds constructed by FOC?  
**A.** The contractor is not to cause any adverse impacts to the ponds during this contract and shall tie the discharge from the draining mine portals into the inlets to the pond upon completion of the project.
- 4.) **Q.** Is the contractor responsible for removing and disposing of the iron deposit contaminated soil at Site 3?  
**A.** Yes. The material shall be disposed off site in an approved disposal area.

- 5.) Q. Where is the septic system located on Site 3?  
A. There is none other than a drain pipe that is located outside the work limits.
- 6.) Q. Can a list of the property owners on this project be provided with the Addendum?  
A. List is attached.
- 7.) Q. Can a breakdown of the quantity of unclassified excavation per site be provided with the addendum?
- 8.) A. Site 1 Volume – 27,349 CY  
Site 2 Volume – 89,007 CY  
Site 3 Volume – 0 CY

The total unclassified excavation quantities are estimated and may vary.

The Contractor shall have 150 calendar days from the Notice to Proceed to complete construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 150 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.



**Table HC-7 Height-of-Cover Limits for Corrugated Steel Pipe-Arch**  
**H 20 LIVE LOAD  $2\frac{2}{3} \times \frac{1}{2}$  in. Corrugations**

Size, in. Span × Rise	Minimum Specified Thickness Required, in.	Maximum Height-of-Fill Over Pipe-Arch for the Following Corner Bearing Pressures in Tons per ft <sup>2</sup>		
		2 Tons	3 Tons	4 Tons
17 × 13	0.064	15	22	30
21 × 15	0.064	14	21	28
24 × 18	0.064	12	19	25
28 × 20	0.064	12	18	24
35 × 24	0.064	12	18	24
42 × 29	0.064	10	15	20
49 × 33	0.079	9	14	19
57 × 38	0.109	9	14	19
64 × 43	0.109	9	14	19
71 × 47	0.138	9	14	19
77 × 52	0.168	9	14	19
83 × 57	0.168	10	15	20

Minimum cover from top of pipe-arch to top of subgrade = 1 ft

**Table HC-8 Height-of-Cover Limits for Corrugated Steel Pipe-Arch**  
**H-20 LIVE LOAD  $5 \times 1$  in. or  $3 \times 1$  in. Corrugations**

Size, in.		Minimum Specified Thickness Required, in.	Minimum Cover in.	Maximum Height-of-Fill Over Pipe-Arch for the Following Corner Bearing Pressures in Tons per ft <sup>2</sup>			
Equiv. Pipe Diam.	Span × Rise			2 Tons	3 Tons	4 Tons	
54	60 × 46	0.109	12	21	31	42	
60	66 × 51	0.109		21	31	42	
66	73 × 55	0.109		21	31	42	
72	81 × 59	0.79		17	26	35	
78	87 × 63	0.79	12	17	26	35	
84	95 × 67	0.79		17	26	34	
90	103 × 71	0.79		18	17	25	34
96	112 × 75	0.79		17	25	34	
102	117 × 79	0.109	18	16	25	34	
108	128 × 83	0.109	24	16	25	33	
114	137 × 87	0.109	1	16	25	33	
120	142 × 91	0.138	24	16	25	32	



RIGHT OF ENTRY INFORMATION SHEET

Project Jessop Highway #10

Realty Representative M. Allison

County Preston

Kingwood District

Tax Map / Parcel	ROE Type	Name	Address	Phone	EROE	CROE	Comments
23/16, 23/21	NL	Allegheny Wood Products, Inc.	P.O. Box 867 Petersburg, WV 26857	304-329-3895kw 304-746-5495pb	01/23/2008		EROE Expires: 10/02/2009. Property Title Transferred. Site #1 & Site #2 (sold to Heartwood Forestland)
23/10, 19/143	NL	Zuchowski, James A. & Carol S.	HC 81 Box 47-1 Tunnelton, WV 26444	(304)568-2634	10/18/2007	02/13/2009	CROE Expires: 01/20/2012. Site #2
24/12	NL	Williams, Larry & Mazel	HC 81 Box 15 Tunnelton, WV 26444	(304)568-2947	01/14/2008	12/15/2008	
23/16, 23/21	NL	Heartwood Forestland Fund VI, LP	3001 Emerson Avenue Parkersburg, WV 26104	304-424-3834		04/24/2009	EROE not needed. CROE Expires: 04/24/2011.
23/11	PPNL	co Robert E. Williams	2079 E. State Rd. 32 Winchester, IN 47394	(765)546-7041	02/26/2009	02/26/2009	

B/D--Borrow/Disposal    LF--Limestone Fines    M -- Maintenance    PP/L--Police Power/Lien    PPP/NL--Police Power Posting/No Lien  
 I/E--Ingress/Egress    LSE--Lessee    NL--No Lien    PP/NL--Police Power/No Lien    PTS/NL--Passive Water Treatment System/No Lien  
 L--Lien    LW -- Lien Waiver    O--Other/See Comments    PPP/L--Police Power Posting/Lien    PTS/L--Passive Water Treatment System/Lien

# Jessop HW #10 DEP14665

Revised 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	LS Mobilization and Demobilization (Limited to 10% of Total Bid)		\$
2.0	1	LS Construction Layout Stakes (Limited to 5% of Total Bid)		\$
3.0	1	LS Quality Control (Limited to 3% of the Total Bid)		\$
4.1	1	LS Site Preparation (Limited to 10% of Total Bid)		\$
4.2	2,000	TN Gravel Road Rehabilitation		\$
5.0	5,000	LF Sediment Control		\$
6.0	35	AC Revegetation		\$
7.1	320	LF 2-foot Grouted Riprap Channel		\$
7.2	4,200	LF Grass-Lined Ditch		\$
7.3	1,900	LF 3-foot Grouted Riprap Channel		\$
7.4	720	LF 4-foot Grouted Riprap Channel		\$
7.5	8	EA Drive Through Channel		\$
7.6	500	LF 8-foot Grouted Riprap Channel		\$
7.7	200	LF 18-inch HDPE Pipe		\$
7.8	7	EA Type "G" Drop Inlets		\$
7.9	10	LF Type "G" Drop Inlet Riser Sections		\$
8.1	125,000	CY Unclassified Excavation		\$
9.1	8	EA Wet/Modified Mine Seal		\$
9.2	2	EA Bat Gate Mine Seal		\$
9.3	2,600	LF Conveyance Pipe		\$
9.4	300	EA Soda Ash Briquettes		\$
11.0	275	LF Underdrain		\$
11.1	75	LF Underdrain Conveyance Pipe		\$
				\$
				\$
				\$
				\$
				\$
				\$
<b>TOTAL</b>				\$