



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  
 DEP14683

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: 08/05/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE MUDFORK (BAISDEN) DRAINAGE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING OF 07/07/09.						
BID OPENING DATE & TIME REMAINS UNCHANGED AS 08/05/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14683 ***** 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

**REQ # DEP 14683**  
**Mudfork (Baisden) Drainage**  
**Addendum #1**

P2

**Site 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) Will the gas line need relocating?

A) It depends on where the gas line is located.

Item 3: Q) Does any of the drainage outlet over the hill?

A) No, water from the portals drains into proposed Ditch A.

Item 4: Q) What direction will the ditch be running?

A) The ditch will be located as shown on the plans.

Item 5: Q) Is there fill required to construct the ditch?

A) No

Item 6: Q) Are the property owners shown on the plans?

A) Parcel numbers are shown on the tax map.

Item 7: Q) Are the names of the gas line companies known?

A) The companies are listed in the specifications.

Item 8: Q) How will payment be made for relocating utilities?

A) As stated in the specification, the contractor will be reimbursed for actual charges invoiced by the utility company. The Engineer must first approve the relocation and cost of the relocation.

**Site 2**

Item 9: Q) What is the size of the pipe in the underdrains?

A) 6 inch PVC

Item 10: Q) Will fences be required?

A) As stated in the specifications temporary fences or guards may be necessary to keep unauthorized persons away from the work.

Item 11: Q) What type stone is required for the underdrains?

A) Aggregate will be hard durable, non-calcareous stone as stated in the Specification 7.2.6.

Item 12: Q) Is the vacant lot included in the construction?

A) Yes, partially. Right-of-Entry has been obtained.

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14683 Bid Date: 8/5/09  
 Project: Mud Fork (Baisden) Drainage Pre-Bid Date: 7/7/09

Name : CAMERON Justice  
 Company: CJS Contracting  
 Address: P.O. Box 37  
CRUM WV 25669

Phone #: (304) 393-4907  
 Fax #: (304) 393-4908  
 Email : \_\_\_\_\_

Name : Londis Justice  
 Company: J L CLARKING  
 Address: 4149 Midway Rd  
Y J W Key WV 25673

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

Name : Brad Wiseman  
 Company: WISEMAN EXCAVATING  
 Address: RT1 BOX 190 LIBERTY  
25124

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

Name : Bob Canterbury  
 Company: B & B Transite  
 Address: 316 New River Drive  
Becky WV 25801

Phone #: 304-673-9388  
 Fax #: 304-763-7593  
 Email : Bob.Canterbury@compil.com

Name : DON PHILLIPS  
 Company: ESMER ASSOCIATES, INC.  
 Address: P.O. Box 426  
BOOMER, WV 25901

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

Name : BRIAN BERNATOWICZ  
 Company: CONCRETE UP INC  
 Address: P.O. Box 243  
SNAPSON WV 26435

Phone #: 304-757-4597  
 Fax #: \_\_\_\_\_  
 Email : \_\_\_\_\_

Name : Asley Atkins  
 Company: Aspen Corporation  
 Address: 2400 River Drive  
Daniels WV 25832

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

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

Phone #: 304-984-1115  
 Fax #: 984-2770  
 Email : RCarpenter03@aol.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14683 Bid Date: 8/5/09  
Project: Mudfork (BAISDEN) DRAINAGE Pre-Bid Date: 7/7/09

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

Phone #: 304-925-0253  
Fax #: 304 925 9230  
Email : Jody\_Mayer@OL.com

Name : Mick Jones  
Company: Bermont Const.  
Address: PO box 10  
Procius WV.

Phone #: 304-548-7004  
Fax #: 304-548-7133  
Email : Bermont Const @ yahoo.com

Name : 304-325-6754  
Company: EASTER TANK  
Address: Rt 145 KIT LANE  
Princeton WV 24701

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

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

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

Name : Ken Brown  
Company: Alex Energy  
Address: 300 Morgan Massey Dr.  
Julian, WV  
25229

Phone#: 304 369-8615  
Fax #: 304-369-8866  
Email : ken.brown@masseyenergyco.com

Name : Josh Davis  
Company: Davis Contracting, Excavating, LLC  
Address: PO. Box 10  
NAVATUCK WV  
25605

Phone#: \_\_\_\_\_  
Fax #: 235-2873  
Email : \_\_\_\_\_

Name : Dustin Thaxton  
Company: THAXTON CONSTRUCTION CO. INC  
Address: PO Box 1329  
Charleston, WV 25360

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

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

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