



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  
 DEP14694

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: 08/04/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM ISSUED FOR THE EAST BANK (GARTEN) DRAINAGE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE REVISED DRAWINGS, AND THE Q/A RESULTING FROM THE 07/02 MANDATORY PRE-BID MEETING.		
				BID OPENING DATE & TIME REMAIN 08/04/2009 AT 1:30 PM.		
				NO OTHER CHANGES		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP14694 ***** 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

PLEASE PRINT LEGIBLY

Req. #: DEP14694  
 Project: East Bank (Garten) Drainage

Pre-Bid Date: 7/2/2009  
 Bid Opening Date: 8/4/2009

Name: GARY Long  
 Company: McCourt's Son Const.  
 Address: 2790 Centralia Rd  
Sutton WV 26601  
 Phone #: 304 765-5288  
 Fax #: 304 765-5293  
 Email: \_\_\_\_\_

Name: NOEL RYDER  
 Company: David L. Ryder Cat Inc.  
 Address: P.O. Box 447  
White Sulphur Springs WV  
 Phone #: 304-536-9383  
 Fax #: 304 536 9381  
 Email: \_\_\_\_\_

Name: Ashley Adkins  
 Company: Aspen Corporation  
 Address: 2400 Ritter Drive  
Daniels WV 25832  
 Phone #: 304-763-4573  
 Fax #: 304-763-4591  
 Email: jadkins@aspen-golf.com

Name: Randy Carpenter  
 Company: Carpenter Reclamation  
 Address: P.O. Box 13015  
Sissonville, WV 25366  
 Phone #: 304-984-1115  
 Fax #: 984-2770  
 Email: \_\_\_\_\_

Name: BRIAN BOENATOWICZ  
 Company: CONCRETE UP INC.  
 Address: P.O. Box 243  
SIMPSON WV  
 Phone #: 304-739-4397  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_

Name: Robert Barnes  
 Company: Barnes Exc. Inc.  
 Address: P.O. Box 13384  
Sissonville WV 25366  
 Phone #: 304-984-1725  
 Fax #: 304-984-0074  
 Email: none

Name: Bob Carlschuey  
 Company: B&B TRAVEL  
 Address: 316 New River Drive  
Beckley WV 25800  
 Phone #: 304-698-9388  
 Fax #: 2534573  
 Email: Bob.Carlschuey@Gmail.com

Name: ANN WARDWELL  
 Company: EASTERN ARIZON  
 Address: PO Box 4108  
CHARLESTON WV  
 Phone #: 304-40-0255 25366  
 Fax #: 0256  
 Email: \_\_\_\_\_

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # : 

DEP14694
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 Project : 

East Bank (Garten) Drainage
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Pre-Bid Date: 

7/2/2009
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 Bid Opening Date: 

8/4/2009
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Name: Brad Wiseman  
 Company: WISEMAN EXCAVATING  
 Address: Box 190 Liberty WV  
25124  
 Phone #: 304 586-3736  
 Fax #: 304 586-3736  
 Email: \_\_\_\_\_

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_

Name: \_\_\_\_\_  
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 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_

**DEP14694**  
**East Bank (Garten) Drainage**  
**Addendum # 1**

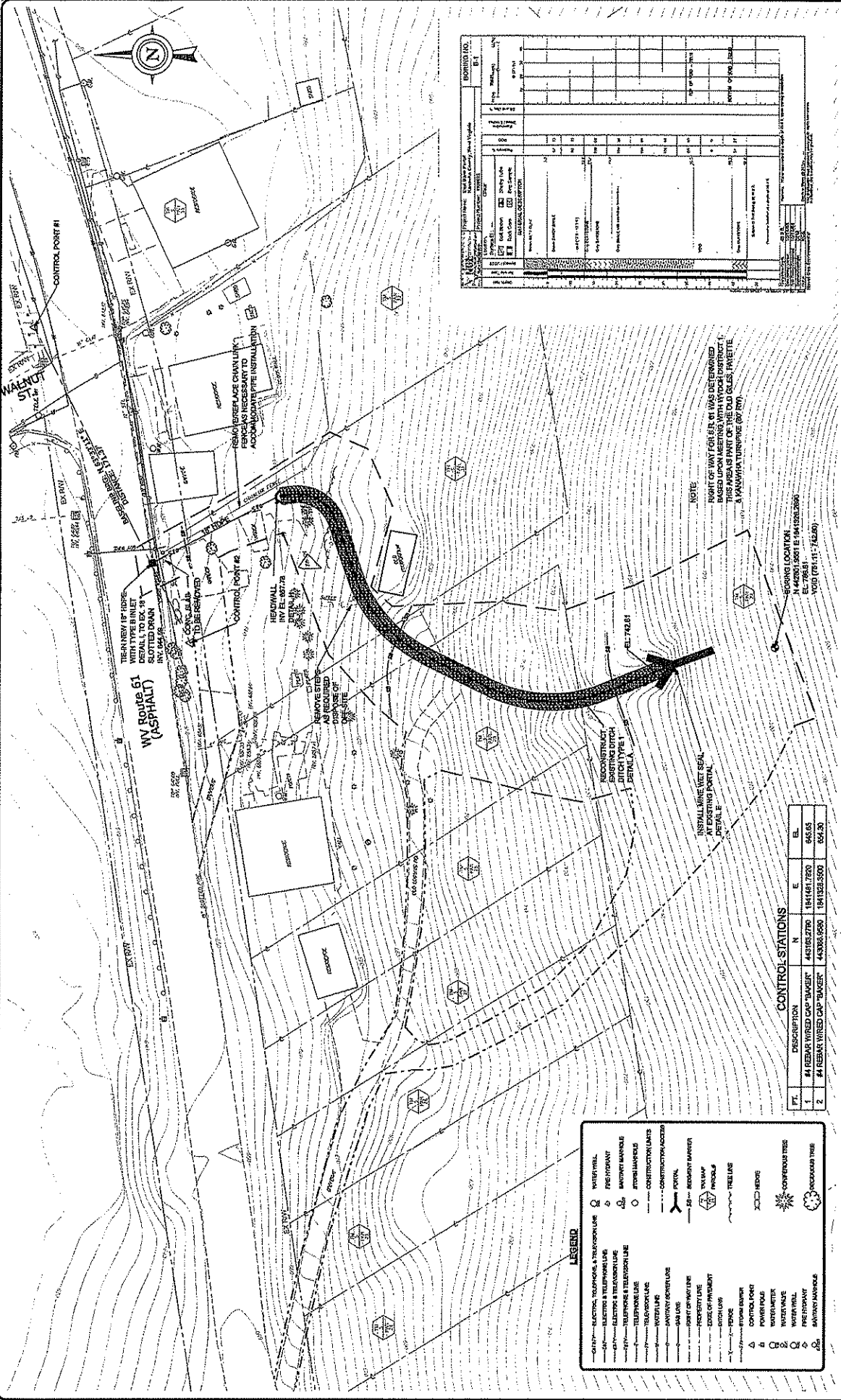
Item 1: Q) Can we burn the trees or should they be windrowed?

- A) Please refer to section 4.3.7 of the Specifications. All organic material shall be removed from the site and disposed of in a manner approved by the WVDEP. Burning of the combustible material will not be permitted on or near refuse, mine portals, within close proximity to coal seams or utilities, or within city limits.

Item 2: Plan sheet No. 3 has been revised to reflect modified construction limits. A copy of Revised Plan Sheet # 3 is included with this addendum.

Item 3: Plan sheet No. 8 has been revised to reflect the addition of the Realty information for Parcel 32. A copy of Revised Plan Sheet # 8 is included with this addendum.

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.



SHEET NO.		DATE	
3	01/27/09	3	01/27/09

NO.	DESCRIPTION	DATE	BY	CHK'D BY
1	DESIGNED			
2	DRAWN			
3	CHECKED			
4	REVISED			
5				
6				
7				
8				
9				
10				

**LEGEND**

	ELECTRIC, TELEPHONE & TELECOMMUNICATIONS LINE
	FIRE HYDRANT
	BOUNDARY MARKER
	STORM MANHOLE
	CONSTRUCTION LIMIT
	PORTAL
	ABANDONED MARKER
	TUNNEL
	PIPELINE
	ROAD
	CONTROL POINT
	POWER POLE
	WATER METER
	WATER WELL
	BOUNDARY MARKER

**CONTROL STATIONS**

PT.	DESCRIPTION	N	E	EL.
1	#4 REBAR WIRE CAP "BAGER"	443785.2790	1841461.7820	656.65
2	#4 REBAR WIRE CAP "BAGER"	443808.9990	1841328.5500	654.30

**STATE OF WEST VIRGINIA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**OFFICE OF ABANDONED MINE LANDS, RECLAMATION SECTION**

**Baker**  
 Michael Baker Jr., Inc.  
 5088 West Washington Street  
 Charleston, West Virginia 25313  
 Phone 304-769-0921 Fax 304-769-0822

**RECLAMATION PLAN**  
 SCALE: 1" = 20'  
 DATE: 01/27/09

EAST BANK (GARDEN) DRAINAGE  
 HANAWHA COUNTY  
 EAST BANK, WEST VIRGINIA

DESIGNED: \_\_\_\_\_  
 DRAWN: \_\_\_\_\_  
 CHECKED: \_\_\_\_\_  
 REVISED: \_\_\_\_\_  
 S.O.: \_\_\_\_\_

