



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
DEP14699

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
07/06/2009				

BID OPENING DATE: 07/23/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE SANDY RUN HIGHWALL & PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING OF 06/25/2009. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/23/09 AT 1:30 PM. ***** NO OTHER CHANGES *****						
0001		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."

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 14699
 Project: Sandy Run Highwall
+ Portals

Bid Date: 7/23/09
 Pre-Bid Date: 6/25/09

Name : Randy Calkins
 Company: STANTEC CONSULTING
 Address: 1 Moore Ave
BUCKHANNON, WV 2620

Phone #: 304-472-7140
 Fax #: 304-472-6239
 Email : Randy.Calkins@stantec.com

Name : Herb Parsons
 Company: Stantec Consulting
 Address: 1 Moore Ave
Buckhannon WV
Herb.Parsons@stantec.com

Phone #: 304-472-7140
 Fax #: 304-472-6239
 Email :

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

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

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

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

Name : Charlene Pretzel
 Company: JL Pretzel Contracting
 Address: 274 Horseshoe Drive
Bruceston Mills WV 26525

Phone#: 304-379-7789
 Fax #: 7788
 Email : prtzelc@aol.com

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

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

Name : BARRIE F. FOSTER
 Company: EAGLE CONTRACTORS
 Address: 1921 WINFIELD ROAD
WINFIELD WV 25213

Phone#: 304-552-7781
 Fax #: 304-755-3150
 Email :

Name : Bob Conlaburg
 Company: B&B TRAILER
 Address: 316 New Run Drive
Becky, WV 26011

Phone#: 304-673-9388
 Fax #: 304 253 4533
 Email : Bob, Conlaburg @ Email.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14699
Project: SANDY RUN HWY TP

Bid Date: 7/23/09
Pre-Bid Date: 6/25/09

Name : Joe HAUSER
Company: STONEY HILL CORP
Address: Rt 1 Box 179
AVOCA WV
26709
Phone #: 304-735-5465
Fax #: 304-735-6107
Email :

Name : Alex Yandrich
Company: Savage
Address: 196 Peters Run Road
Wheeling WV 26003
Phone#: 304-242-3100
Fax #: 304-242-3104
Email : AYANDRICH@SAVHHC.COM

Name : DUNCAN WOLFE
Company: SOLID ROCK EXCAVATING
Address: BRUCETON MILL
Phone #: 304-290-1429
Fax # :
Email :

Name : Donnie Adkins
Company: ASPEN
Address: 2400 Ritter Drive
Daniels, WVA 25832
Phone#: 304-763-4573
Fax #: 304-763-4591
Email : dadkins@aspew-golf.com

Name : Edward Baker
~~Baker Excavating~~
Company: Baker Excavating
Address: PO Box 1163
Dellslow WV. 26531
Phone #: 304-282-1470
Fax # :
Email :

Name : Martha Christ
Company: Friends of Deekers Creek
Address: PO Box 877
Dellslow WV 26531
Phone#: 304 692 6278
Fax #: 304 ~~the~~ 292 5070
Email : martin@DeekersCreek.org

Name : Gary Long
Company: McCourt & Son Const.
Address: 2790 Centralia Rd
Sutton WV 26601
Phone #: 304 765-5288
Fax #: 304 765-5293
Email :

Name : Doug Vincent
Company: BREAKAWAY INC
Address: 1075 Old Turnpike Rd
Sutton, WV 26601
Phone#: 765-5317
Fax #: 765-5389
Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14699
Project: Sandy Run HW + P

Bid Date: 7/23/09
Pre-Bid Date: 6/25/09

Name : Robert Hoover
Company: J F Allen Co
Address: 2049 Red Rock Rd
Buckhannon WV

Phone #: (304) 472-8890
Fax #: 472-8895
Email :

Name : Ann Wardwell
Company: EASTERN ARROW
Address: P O BOX 4108
CHARLESTON WV
25314

Phone #: 304-414-0255
Fax #: 0256
Email :

Name : BRIAN SCHROYER
Company: BYCO ENT. INC
Address: 11746 BITINGER RD
GRANTSVILLE MD 21536

Phone #: 301 245 4322
Fax #: 301 245 4364
Email : bwsbyco@aol.com

Name : STEVE SZABO
Company: PRO CONTRACTING, Inc
Address: P.O. Box 2442
CLARKSBURG, WV 26302

Phone #: 304 622-2400
Fax #: 304 622-2410
Email : procon.536@ma.rr.com

Name : Beckley Drilling
Company: P.O. Box 1907
Address: Beaver, W. Va. 25813
304 256-8385

Phone#:
Fax #: 304 256-8386
Email : eblair@beckleydrilling.com

Name : Phill Suttner
Company: Dingess Transport Inc
Address: P.O. Box 909
Bechtler WV 26250

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

Name : Larry Scott
Company: L Scott Ltd, Co
Address: HC 33 Box 922
Petersburg, WV 26847

Phone#: 304-257-7112
Fax #: 304-257-1324
Email : Lscott54@citlink.net

Name : Spencer Wooddell
Company: Coward Up Inc
Address: P.O. Box 243
Simpson WVa 26435

Phone#: 304 739 4397
Fax #: 304 739 4401
Email :

ADDENDUM #1
DEP14699
Sandy Run Highwall and Portals Project

The contractor shall incorporate a mechanism in the open limestone or grouted channels to facilitate taking flow measurements. The best way to enable flow measurements is construction of a sharp-edged drop of about 18 inches (or more) in the channel.

QUESTIONS

- 1.) **Q.** Why is a survey plat of the re-established property corners required?
A. Because it may not be possible to physically locate the re-established corners, so the plat will allow the property owner to verify the location of the property corners.
- 2.) **Q.** Can on-site rock be used for riprap?
A. No, it must be commercially purchased limestone.
- 3.) **Q.** Can the left over material from clearing and grubbing be wind rowed?
A. No, it must be burned.
- 4.) **Q.** What is the maximum size of rock that will be allowed to be buried in the backfill?
A. Two feet in any dimension. Larger rock shall be broken up or removed from the backfill.
- 5.) **Q.** Are there soil borrow areas identified on the plans for cover material for the refuse?
A. No, the quantity of unclassified excavation on the bid schedule is sufficient to include the amount of soil material needed to cover the refuse. So, the unclassified excavation pay item includes both refuse and soil material as well as any rock less than two feet to be backfilled.
- 6.) **Q.** Was the site core drilled?
A. Yes, bore logs are provided in the specifications.
- 7.) **Q.** Can on-site rock be used for road stabilization?
A. No.
- 8.) **Q.** Is the contractor required to use the access roads identified on the plans?
A. No, but he is required to stay within the construction limits?
- 9.) **Q.** If stabilization of the proposed access roads is necessary to provide all weather access, will the contractor be compensated?
A. No, the cost for providing all weather access during construction is the contractor's responsibility. He will be paid for reclaiming the access upon completion of the work.

The Contractor shall have 120 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 120 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.