



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  
**DEP14702**

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 <b>07/13/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/05/2009**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 01 *****						
ADDENDUM ISSUED FOR THE FAIRMONT EAST MINE DRAINAGE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING OF 07/08/09.						
BID OPENING DATE AND TIME REMAIN 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 DEP14702 ***** 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

RFQ # : 14702  
 Project: FAIRMONT EAST

Bid Date: 8/5/09  
 Pre-Bid Date: 7/8/09

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

Name : Tom RICHARDS  
 Company: RICHARDS EXCAVATING  
 Address: 253 CUBON VALLEY LANE  
MORGANTOWN, WV 26508  
 Phone# : 304-291-6910  
 Fax # : " " "  
 Email : Tom 69 Camma@PAUL.COM

Name : DAVID H. BOWMAN  
 Company: GREEN MOUNTAIN CO  
 Address: 511 50th STREET  
Charleston WV  
25304  
 Phone #: 304 925 6255  
 Fax # : 925 9230  
 Email : Jody Maye@DL.com

Name : Charlene Pretzel  
 Company: JL Pretzel Contracting  
 Address: 274 Horseshoe Drive  
Bruceston Mills WV 26523  
 Phone# : 304-379-7789  
 Fax # : 304-379-7788  
 Email : prt2roc@aol.com

Name : Edward Baker  
 Company: Baker Excavating  
 Address: PO Box 1163  
Dellston WV 26531  
 Phone #: 304-282-1470  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

Name : Richard Stone  
 Company: STONE PAVING INC  
 Address: P.O. Box 53  
Reedsville, WV 26547  
 Phone# : 304-864-5955  
 Fax # : 304-864-4052  
 Email : \_\_\_\_\_

Name : Robert Barnes  
 Company: BARNES EXC. INC.  
 Address: P.O. Box 13384  
Sissonville WV 26360  
 Phone #: 304-984-1725  
 Fax # : 304-984-0074  
 Email : \_\_\_\_\_

Name : BILL BOLYARD  
 Company: CHARLES E. BOLYARD & SON INC  
 Address: 125 EAST HIGH ST.  
KINGWOOD WV 26537  
 Phone# : 304-329-1330  
 Fax # : 329-1571  
 Email : \_\_\_\_\_

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14702  
 Project: Fairmont East

Bid Date: 8/5/09  
 Pre-Bid Date: 7/8/09

Name : Ashley Atkins  
 Company: Aspen Corporation  
 Address: 2400 Ritter Drive  
Daniels WV 25832

Phone #: (304) 763-4573  
 Fax #: (304) 763-4591  
 Email : jatlkins@aspen-golf.com  
jkubin@aspen-golf.com

Name : Ken Brown  
 Company: Alex Energy  
 Address: 300 Morgan Massengr.  
Julian, WV 25529

Phone #: 304-369-8415  
 Fax #: 304-369-8864  
 Email : ken.brown@alexenergy.co.com

Name : Chris Wolfe  
 Company: Cave Run Contracting LLC  
 Address: P.O. Box 104  
Moatsville, WV

Phone #: 304-669-1722  
 Fax #: 304-457-1662  
 Email : cmwofe73@yahoo.com

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

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

Name : Patrick Weimer  
 Company: SCSL Co-Leasing Corp. Inc.  
 Address: 8 Hunter Lane Rd.  
Fairmont, WV  
26554

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

Name : DENNIS C. ELBON  
 Company: COWGIRL LP INC  
 Address: P O Box 243  
SIMPSON WV 26435  
304-739-4397

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

Name : BOB CALVERT JR.  
 Company: GREEN RIVER GROUP LLC  
 Address: 532 Ashbrook Sq  
MORROWTOWN WV 26508

Phone#: 304-594-3991  
 Fax #: 304-594-3992  
 Email :

Name : Arthur Lunte  
 Company: Blue Ridge Const. Group  
 Address: Buckhannon WV 26237

Phone#: 304-472-6468  
 Fax #:   
 Email :

**Addendum #1 - Questions During Pre-Bid Meeting  
For DEP 14702  
Fairmont East Mine Drainage Project**

The following questions were identified from 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.** Do you have all of the utilities shown on the plans?  
**A.** No. The contractor should call Miss Utility for location of utilities.
- 2.) **Q.** Do you anticipate any being encountered.  
**A.** That is definitely a possibility.
- 3.) **Q.** What is needed to be done with the pipe that exits the current drop inlet that is to be replaced?  
**A.** The water is intended to be rerouted by the new drop inlet installation such that it goes down Harr Street and not Palantine Avenue.
- 4.) **Q.** Can the drop inlets be installed on a slope in the street to match the existing grade?  
**A.** No. They are to be installed vertical with the top sloped to match the existing grade.
- 5.) **Q.** Is there an existing storm drain in Harr Street?  
**A.** No.
- 6.) **Q.** What is the width of the right of way to access the piezometers?  
**A.** The right of way is the construction limits and can be scaled off of the drawings.
- 7.) **Q.** Is there any work to be done above the catch basin in the yard?  
**A.** A short section of 15" CPP is required to be connected to the existing pipe.
- 8.) **Q.** Is there any other access to the piezometers?  
**A.** No. Access is as shown on the drawings.
- 9.) **Q.** Who will be responsible for performing the relocation of utilities if it is necessary?  
**A.** The contractor; not the city.
- 10.) **Q.** Does the city have any vacant lots nearby that can be used for a staging area?  
**A.** No.

The Contractor shall have 60 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 60 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.