



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
 DEP14704

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: 08/06/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE ROARING CREEK #4 PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING OF 07/10. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 08/06/09 AT 1:30 PM. ***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14704 ***** 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."

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

Addendum #1 - Questions During Pre-Bid Meeting
For DEP14704
Roaring Creek #4 Project

- 1.) **Q.** Will it be necessary for the contractor to purchase soil cover material?
A. It is not necessary as there are potential soil borrow areas identified on the drawings. However, it is a possibility as the contractor is required to cover all areas to be revegetated with soil material capable of establishing vegetation. Most, but not all of the disturbed area is expected to require soil covering.
- 2.) **Q.** What if we go over on revegetation?
A. The contractor will be paid for the actual quantity of acres revegetated as long as the area that was disturbed was necessary to complete the reclamation work for the project.
- 3.) **Q.** Do we look for the tires or just clean up the ones we encounter?
A. The tires are located in a confined space as opposed to being scattered. So, if any tires are encountered in the reclamation process it won't involve any searching; their location will be evident and they cannot be ignored.
- 4.) **Q.** Is drainage control shown on the plans?
A. Yes.
- 5.) **Q.** Is the underdrain item on an as needed basis?
A. No. The installation of underdrain is part of the reclamation plan and shall be installed at the locations shown on the drawings.
- 6.) **Q.** Is the contractor responsible for keeping livestock off of the revegetated area?
A. The contractor is responsible for erecting temporary fence around the revegetated area. The landowner will be responsible for keeping his livestock outside the fenced area until the end of the one year warranty period.
- 7.) **Q.** Where is the nearest available area for soil cover material?
A. The potential soil borrow sites are shown on the plans within the construction limits.
- 8.) **Q.** Do we borrow only within the construction limits?
A. That is up to the contractor, but if he goes off-site then he is responsible for submitting a reclamation plan and obtaining his own right-of-entry agreement with the affected property owner.
- 9.) **Q.** Can you dig test holes before the bid?
A. Whatever you do before being awarded a contract is between you and the property owner. However, there is information provided in the specifications from the subsurface investigation that was conducted during design.

- 10) **Q.** Are all areas expected to get 9" of soil cover?
A. Not necessarily. Any areas cut to grade that are in material capable of sustaining vegetation do not require additional soil cover material. Just remember, the contractor is responsible for establishing vegetation on all disturbed area.
- 11) **Q.** What percent must be covered?
A. 85%.
- 12) **Q.** Will we be paid for whatever quantity we use for cover material?
A. No. The contractor will be paid per acre for the quantity of acres that he covers with 9" of soil cover material.
- 13) **Q.** Will livestock be allowed on the seeded areas before the one year warranty period is up?
A. As previously indicated, the answer is no.
- 14) **Q.** Have the soil borrow areas been drilled?
A. To the extent that is provided by the drill logs in the specifications.
- 15) **Q.** Will there be regrading over the gas line?
A. Not intentionally, but the gas line location shown is only approximate.
- 16) **Q.** Are all soil borrow areas located within the construction limits?
A. Yes.
- 17) **Q.** How many accesses are there to the site from the county road?
A. Two.
- 18) **Q.** Is any bedding required over the gasline?
A. If the contractor trams equipment across the gasline, the bedding requirements will be as dictated by the gas company.

The Contractor shall have 270 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 60 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

1043

RFQ # : 14704
 Project: ROARING CK #4

Bid Date: 8/6/09
 Pre-Bid Date: 7/10/09

Name : David H. Bowman
 Company: Green Mountain Co
 Address: 511 50th Street
Chas WV 25304

Name : Richard Hagy
 Company: Aspen Corp
 Address: 2400 R. Her Dr.
Daniels WV 25832

Phone #: 304 925 0255
 Fax #: 304 925 - 4230
 Email : Jody Maye@OLCUM

Phone#: 304-763-4573
 Fax #: 304-763-4591
 Email : Kubin@MSN.com

Name : JAMES ALLEN
 Company: JF ALLEN CO
 Address: P O BOX 2049
Buckhannon WV
26302

Name : Roger L. Collins Jr.
 Company: Collins Buildg & Contracting Inc.
 Address: 3406 Corby - Cross Rd
Flaxmills, WV
26621

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

Phone#: 304-765-3521
 Fax #: 304-765-3521
 Email : Collins Buildg & Hughes, Nct

Name : Mat Stanevich
~~COLEBRIER~~
 Company: Low Girl up Inc
 Address: P O BOX 243
Simpson WV 26435

Name : Steve Jurasko
 Company: Polino Contracting, INC.
 Address: PO Box 230
Elkins WV 26241

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

Phone#: 304-636-3886
 Fax #: 304-636-5865108
 Email : SJurasko@polino.com

Name : Todd Cooper
 Company: Alex Energy
 Address: 300 Morgan Massey Dr.
SULIAN, WV 25529

Name : Charlene Pretzel
 Company: JL Pretzel Contracting
 Address: 274 Horseshoe Drive
~~Daniels~~
Bruceton Mills WV 26525

Phone #: 304 - 369 - 8615
 Fax #: 304 - 369 - 8346
 Email : kav.brown@masseyenergyco.com

Phone#: 304-379-7789
 Fax #: 379-7788
 Email : pretzel@pol.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14704
 Project: ROARING CREEK #4

Bid Date: 8/6/09
 Pre-Bid Date: 7/10/09

Name : Phill Jeffries
 Company: Dingers Transport Inc.
 Address: P.O. Box 909
Belmont WV 26250
 Phone #: 304-823-1267
 Fax #: 304-823-3397
 Email : _____

Name : Kevin Johnson
 Company: Heritage Contracting
 Address: 587 Braeburn Dr
Martinsburg, WV 25403
 Phone#: 304-267-6559
 Fax #: 304-267-6048
 Email : kjhc@live.com

Name : Kevin Bradford
 Company: Pineville Paving & Excavating Inc.
 Address: P.O. Box 1290
Pineville WV 24874
 Phone #: 304-732-8303
 Fax #: 304-732-7855
 Email : _____

Name : Mike Groves
 Company: Bruceton Ag / Petroleum
 Address: 7768 ~~Highway~~ Rd
Marshall WV
PO Box 107 Bruceton Mills WV 2652
 Phone#: 304 379 2641
 Fax #: 304 379 2645
 Email : _____

Name : THOMAS HART
 Company: LEXINGTON PINE RECLAMATION
 Address: SEN. ROSS
P.O. Box 489
CABIN CREEK, WV 25035
 Phone #: 304 949-2372
 Fax #: 304 949-2375
 Email : thart@lexingtoncoal.com

Name : Jason Kitzmiller
 Company: A.L.L. Construction Inc
 Address: PO Box 92
MT. STORM WV 26739
 Phone#: 304-693-7131
 Fax #: 304-693-7199
 Email : KitzmillerJason@msn.com

Name : BRIAN SCHROER
 Company: BYCO ENTERPRISES INC
 Address: 11746 BITTINGER RD
GRANTSVILLE MD 21536
 Phone #: 301 245 4322
 Fax #: 301 245 4364
 Email : bwsbyco@aol.com

Name : ANN WARONGIRL
 Company: TRASTRA ARROW
 Address: PO BOX 4108
CHARLESTON WV
25364
 Phone#: 304-414-0255
 Fax #: 0256
 Email : easternarrow@hotmail.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14704
Project: RORRING CREEK #4

Bid Date: 8/6/09
Pre-Bid Date: 7/10/09

Name : DAVE Wotring
Company: Heritage Contracting
Address: 587 Braeburn Dr
Martinsburg WV
Phone #: 304-267-6559
Fax # :
Email :

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

Name : Tracy Curtis
Company: Green River Group LLC
Address: PO Box 18039
Martinsburg, WV 26508
Phone #: (304) 594-3991
Fax # : (304) 594-3992
Email : tracyscurtis@gnatinc.com

Name :
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