



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  
 DEP14708

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
07/28/2009				

BID OPENING DATE: 08/13/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE PENDLETON CREEK STRIP PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 07/16/09 MANDATORY PRE-BID MEETING.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 08/13/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14708 ***** 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 # : 14708  
Project: PENOLETON CREEK STRIP

Bid Date: 8/13/09  
Pre-Bid Date: 7/16/09

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

Phone #: 304 925 0253  
Fax #: 304 925 9230  
Email : Jody Maye AOL.COM

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

Phone #: 304-369-8615  
Fax #: 304-369-8864  
Email : kev.brown@masseyenergyco.com

Name : Robert Barnes  
Company: Barnes EXG. INC.  
Address: P.O. Box 13384  
Sissonville  
WV. 25360

Phone #: 304-984-1725  
Fax #: 304-984-0074  
Email :

Name : RALPH MILLER  
Company: ROHR CO CORP  
Address: 154 CLARKSBURG RD  
BUCKHANNON, WV  
26201

Phone #: 304-472-4790  
Fax #: 304-472-3949  
Email : gasonrohr-co@yahoo.com

Name : TERRY WOLFE  
Company: POOLE & SONS, EXC INC  
Address: PO Box 358  
MIDDLETOWN, MD 21769

Phone#: 1-301-473-5289  
Fax #: 1-301-371-8803  
Email : POOLEANDSONS@COMCAST.NET

Name : Bob Conlenburg  
Company: B & B TRANSIT  
Address: 316 New River Drive  
Beckley WV 25801

Phone#: 304-632-9388  
Fax #: 304 263 9553  
Email : Bob.Conlenburg@gmail.com

Name : Charlene Pretzel  
Company: J L Pretzel Contracting  
Address: 274 Horseshoe Drive  
Bruceston Mi Hs WV 26523

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

Name : DENNIS C. ELSON  
Company: COWGIRL UP INC  
Address: PO Box 243  
SIMPSON WV 26435

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

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14708  
Project: PONDSTONE CLASSIC SERV

Bid Date: 8/13/09  
Pre-Bid Date: 7/10/09

Name : Jason Kitzmiller  
Company: ALL Construction Inc  
Address: PO Box 92  
MT Storm WV 26739

Phone #: 304-693-7131  
Fax #: 304-693-7199  
Email : ~~804-823-~~  
Kitzmiller Jason@msw.com

Name : Chuck Harper  
Company: P.O. Box 176  
Address: BEVERLY W.V.  
26253

Phone #: 304-636-1194  
Fax #: 304-636-3680  
Email :

Name : FRANK SHAHAN  
Company: GREEN RIVER GROUP P.O. Box  
Address: ~~18039~~  
MORGANTOWN WV 26507

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

Name : Allan Kennedy  
Company: Dingess Transport Inc.  
Address: P.O. Box 909  
Belington WV 26250

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

Name : Joe Hauser  
Company: Stoney Hill Corp  
Address: 5544 Stemple Ridge Rd  
Auler WV  
26709

Phone#: 304 290 2909  
Fax #: 304 735 6104  
Email :

Name : Doug Vincent  
Company: BREAKAWAY INC  
Address: 1075 Old Turnpike Rd  
Sutton, WV 26661

Phone#: 765-5317  
Fax #: 765-5389  
Email :

Name : MARK GEARY  
Company: POTOMAC HIGHLANDS CONSTRUCTION  
Address: 106 NORTH MAIN ST  
PETERSBURG, WV 26847

Phone#: 304-257-2022  
Fax #: 304-257-2023  
Email : mgeary@frontiernet.net

Name : Tim Bender  
Company: Byco Ent. Inc.  
Address: 1746 Bittinger Rd  
Croftsville, MD.  
21536

Phone#: 301-245-4322  
Fax #: 301-245-4364  
Email : TLBBYCO@AOL.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14708  
Project: Pendleton Creek Strip

Bid Date: 8/13/09  
Pre-Bid Date: 7/16/09

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

Name : George P Herndon  
Company: Collins Building & Contracting  
Address: 3406 Corley - Carress Rd  
Flatwoods WV 26621

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

Phone# : 304-765-3521  
Fax # : SAME  
Email : Collins Building @ Hughes Net

Name : Pro Contracting  
Company: PO Box 1227  
Address: Clarksburg WV 26301  
John L. Summerfield

Name : Matt Polino  
Company: Polino Contracting, Inc.  
Address: P.O. Box 230  
Elkins W.V. 26241

Phone #: 304-622-2400  
Fax #: 304-622-2410  
Email :

Phone# : 304-636-3886  
Fax # : 304-~~636~~ 636-5108  
Email : jbrown@polino.com

Name : JAMES ALLEN  
Company: JF ALLEN CO  
Address: P.O. Box 2049  
Buckhannon WV  
26201

Name : Gary Long  
Company: M'Court & Son Const.  
Address: 2790 Centralia Rd  
Sutton WV 26601

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

Phone# : 304 765-5288  
Fax # : 304 765-5293  
Email :

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

Name : ANN HARDWELL  
Company: EASTERN ARROW  
Address: PO BOX 4108  
CHARLESTON WV  
25364

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

Phone# : 304-414-0255  
Fax # : 0256  
Email : easternarrow@hotmail.com

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14708  
Project: Pendleton Creek Strip

Bid Date: 8/13/09  
Pre-Bid Date: 7/16/09

Name : THOMAS HART  
Company: LExington MIX RECLAMATION  
Address: SEWELLE  
P.O. BOX 489  
CARW CREEK WV 25035  
Phone #: 304-949-2372  
Fax #: 304-949-2375  
Email : chart@lexingtonsoak.com

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

Name : Tina Winters  
Company: Egton Farm Service  
Address: PO Box 98  
Egton WV 26714  
Phone #: 304-735-3761  
Fax #: 304-735-3762  
Email : tina.winters@sscoop.com

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

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

**Addendum #1 - Questions During Pre-Bid Meeting  
For DEP 14708  
Pendleton Creek Strip 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.** Where is the spoil material to be placed that is generated from the excavation to establish the stream channel?  
**A.** It is transported to the highwall area for backfilling.
- 2.) **Q.** Is any water treatment required?  
**A.** Yes, any dewatering of impounded areas must be treated to meet effluent standards.
- 3.) **Q.** Will hay bales or silt fence be allowed for sediment control?  
**A.** Hay bales will be allowed on areas other than the riparian zones. In the riparian zones only straw bales will be allowed. Silt fence will not be allowed.
- 4.) **Q.** Does the entire width of the clay max liner have gravel placed over it or just the width of the constructed stream channel?  
**A.** The gravel is placed over the liner for just the width of the stream channel.
- 5.) **Q.** Do the logs in the stream channel construction have to be commercially purchased?  
**A.** No, on-site materials may be used.
- 6.) **Q.** Since fertilizer is not to be applied in the riparian zone, is lime also not be applied?  
**A.** Lime is to be applied, but not fertilizer.
- 7.) **Q.** Does the language regarding 2<sup>nd</sup> and 3<sup>rd</sup> step seeding in the specifications apply to the tree seedlings?  
**A.** No, the language applies to the bid item for revegetation, not reforestation.
- 8.) **Q.** Can the branch cuttings for the riparian planting be commercially purchased?  
**A.** Yes, as long as the species are native to the area where the project is located.
- 9.) **Q.** Is the stream channel construction located over the liner for its entire length?  
**A.** Yes, the constructed stream channel meanders across the width of the liner, but it always remains within the width of the liner.
- 10.) **Q.** Will a winter shut down be allowed?  
**A.** Yes.
- 11.) **Q.** Does the 270 day construction time include the time for winter shut down?  
**A.** Yes.

- 12.) **Q.** How is the debris from clearing and grubbing to be handled?  
**A.** Any timber over 8" is to be salvaged for the property owner; timber meeting the requirements for the 6" logs in the stream channel construction may be utilized; the remainder is to be burned or it may be chipped and disposed of on-site.
- 13.) **Q.** Can the old black top material be incorporated into the backfill?  
**A.** It can be buried on-site, but it has to be segregated from the backfill by being encased in adequate soil cover material to prevent contamination.
- 14.) **Q.** Where 4' of loose material is required for reforestation, will the contractor be paid for undercut?  
**A.** No, providing 4' of loose material is considered as seedling bed preparation which is part of the reforestation pay item.
- 15.) **Q.** Are there any piezometers located on-site?  
**A.** No.
- 16.) **Q.** Can the contact information for a potential supplier of the stream channel construction materials be provided in the addendum?  
**A.** No.

Specification 7.3.3.4 shall be deleted. The contractor is advised that construction may be started in the downstream reaches and proceed in an upstream direction.

Specification 10.4 shall be revised to indicate that relocation of utilities will be paid at invoice cost from the affected utility upon approval of the WVDEP should relocation be necessary.

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