



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
DEP14723

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 08/06/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/27/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE KATY LICK (RARDIN) DS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING OF 07/28/09. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 08/27/09 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 14723
Project: Katy Lick (PARDIN) D.S.

Bid Date: 8/27/09
Pre-Bid Date: 7/28/09

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

Name : Ashley Atkins
Company: Aspen Corporation
Address: 2402 Ritter Drive
Daniels WV 25832
Phone# : (304) 763-4573
Fax # : (304) 763-4591
Email : jatlkins@aspen-golf.com

Name : Mike Robey
Company: Robey Excavating Inc
Address: RT 1 Box 393A
Lumberton WV
Phone #: (304) 763-4491
Fax # : 11 11
Email : _____

Name : Ty Martin
Company: Solid Rock Excavating Inc.
Address: Rt 1 Box 101 A
Albright, WV 26519
Phone# : 304-2276-2371
Fax # : 304-379-9502
Email : Solid-rock@frontier.net.net

Name : Don Stamm
Company: B+B TRANSIT
Address: 316 NEW RIVER DRIVE
Beckley, WV
Phone #: 304-603-9388
Fax # : _____
Email : Bob.CANTERBURY@GMAIL.COM

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN CO
Address: 511 50th STREET
Chas WV
26304
Phone# : 304 925 0255
Fax # : 304 925 9230
Email : Judy.Mayer@OL.com

Name : Robert Barnes
Company: Barnes EXC. INC.
Address: PO. Box 13384
Sissonville
WV 25360
Phone #: 304-984-1725
Fax # : 304-984-0074
Email : Barnes EXC. @AOL.COM

Name : DENNIS C ELSON
Company: COWGIRL UP INC
Address: PO Box 243
SIMPSON, WV 26435
Phone# : 304-739-4397
Fax # : 304-739-4481
Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 14723
 Project: Katy Nick (Rardin) DS

Bid Date: 8/27/09
 Pre-Bid Date: 7/28/09

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 : breakaway-inc@verizon.net

Name : JAMES ALLEN
 Company: J F ALLEN CO
 Address: P.O. Box 2049
Rockhannon WV
26201

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

Name : Scott Laurita
 Company: SCSL Co-Leasing Corp.
 Address: 8 Hunter Lane Rd.
FAIRMONT WV 26554

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

Name : Chris Wolfe
 Company: Cave Run Contracting LLC
 Address: P.O. Box 104
Marksville, WV 26405

Phone#: (304) 669-1722
 Fax #: (304) 457-1662
 Email : cmwolfe73@yahoo.com

Name : Steve Calvert
 Company: Green River Group
 Address: P.O. Box 18039
Morgantown, WV 26507

Phone#: 304 594-3991
 Fax #: 3992
 Email : SCalvertGRG@aol.com

Name : _____
 Company: _____
 Address: _____

Phone#: _____
 Fax #: _____
 Email : _____

Name : _____
 Company: _____
 Address: _____

Phone#: _____
 Fax #: _____
 Email : _____

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14723
Katy Lick (Rardin) DS 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.** Does the gas line relocation require getting a price quote from the utility company?
A. No, this is a service line.
- 2.) **Q.** Do we only relocate what's in the construction limits?
A. Yes.
- 3.) **Q.** The cut and fill doesn't balance. Does this mean we have to haul some material off-site?
A. Yes, there will be material hauled from the site.
- 4.) **Q.** Does the basement extend all the way under the back section of the house?
A. No.
- 5.) **Q.** How far out from the house is the underdrain located?
A. Approximately 12 feet to 15 feet at the closest point.
- 6.) **Q.** Is it wet or does it dry up during the summer?
A. Not sure at this time.
- 7.) **Q.** Can the road to the gas well be utilized for access?
A. It is not shown to be used as access.
- 8.) **Q.** Do we have an estimate of how much material needs to be hauled off site?
A. No.
- 9.) **Q.** Do you have x-sections on the excess material disposal area?
A. Yes. The maximum and minimum x-sections are given in the plans.
- 10.) **Q.** Why do you have a maximum and minimum grade line for the highwall fill area?
A. The minimum is to establish positive drainage, the maximum is to protect against over loading the slide material.
- 11.) **Q.** Will there still be excess material to haul off if you go to the maximum grade line?
A. Yes.
- 12.) **Q.** Do you have an another waste area identified on the plans?
A. No.

- 13.) **Q.** Does the 2100 CY of unclassified excavation include the excavation from the underdrain installation?
A. No.
- 14.) **Q.** Can we waste material on the adjoining property?
A. No off site spoil areas were sought out.
- 15.) **Q.** What is the stake beside the house?
A. Marks the location of bore hole #2.
- 16.) **Q.** How deep is the coal at the house?
A. Bore hole logs are in the specification.
- 17.) **Q.** Does the topsoil around the house need to be stripped and stockpiled for redistribution?
A. Yes.
- 18.) **Q.** Does the existing pipe that is to be removed tie into anything?
A. Not known.
- 19.) **Q.** Does the drainage for the pipe installation just go down the existing channel?
A. Yes.

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