



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
DEP14771

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
10/06/2009				

BID OPENING DATE: 10/20/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE TUNNELTON SUBSIDENCE #2 PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q&A, AND THE REVISED BID SCHEDULE RESULTING FROM THE MANDATORY PRE-BID MEETING ON 09/21/2009.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 10/20/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14771 ***** 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

**Addendum #1 - Questions During Pre-Bid Meeting  
For DEP 14771  
Tunnelton Subsidence #2 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.

**Site 2**

- 1.) Q. How much water is impounded in the mine?  
A. A Piezometer was installed into the mine workings. You may use this to determine a water level and compare to the depth to coal pavement to ascertain the hydraulic head in the mine.
- 2.) Q. Does the big rock on-site need broken up before being placed in the backfill?  
A. Yes.
- 3.) Q. What about the coal refuse?  
A. The coal refuse needs to be placed in the backfill in a manner that segregates it from surface infiltration and ground water seepage.
- 4.) Q. Will it be necessary to haul in material from off-site for either the clay barrier or the soil cover?  
A. It is not anticipated that this will be necessary. The contractor will be allowed to over excavate in order to obtain the necessary material.
- 5.) Q. How is the material from clearing and grubbing operations to be handled?  
A. As per the Specifications, which requires the tops and slashings to be burned to ash and any stumps that can't be burned to be disposed of in an approved area.
- 6.) Q. Can the block building that is to be demolished be disposed of in the backfill of the mine seal?  
A. Yes.
- 7.) Q. Does the mine seal outlet pipes tie into the first manhole?  
A. Yes.
- 8.) Q. Are the cut stones that are encountered during regrading operations to be salvaged and remain the property of the landowner?  
A. Yes.

**Site 1**

- 1.) Q. What does mortar concrete consist of?  
A. The constituents and mixing ratio is defined in the Specifications.
- 2.) Q. Can the face of the dry seal area be graded to help smoothing it up?  
A. Yes.

**Addendum #1 - Questions During Pre-Bid Meeting**  
**Tunnelton Subsidence #2 Project – DEP14771**  
**Page Two**

- 3.) Q. How much material needs to be excavated at the toe of the dry mine seal?  
A. As much is needed to remove the loose material and create a stable base; estimated to be 2–3 feet.
- 4.) Q. How are the rock anchors supposed to be installed in loose material?  
A. They're not. The rock anchors are to be installed in the competent rock.
- 5.) Q. Can the loose rock be wasted on-site?  
A. No.
- 6.) Q. Will it be necessary to import stone to fill the voids in the rock face?  
A. No.

This project shall be bid in accordance with the attached **REVISED Bid Schedule**.

The Contractor shall have 45 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 45 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

# TUNNELTON SUBSIDENCE #2

Requisition # DEP14771

Revised Contractor's Bid Sheet

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	UNIT OF MEASURE	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	Lump Sum		Mobilization & Demobilization (Limited to 10% of Total Bid)		\$
2.0	Lump Sum		Construction Layout (Limited to 5% of Total Bid)		\$
3.0	Lump Sum		Quality Control (Limited to 3% of Total Bid)		\$
4.0	Lump Sum		Site Preparation (Limited to 10% of Total Bid)		\$
5.0	Linear Foot	500	Sediment Control		\$
6.0	Acre	2	Revegetation		\$
7.1	Linear Foot	170	18" HDPE Discharge Pipe		\$
7.2	Each	2	Manhole		\$
7.3	Lump Sum	1	Riprap Apron		\$
8.0	Cubic Yard	650	Unclassified Excavation		\$
9.1	Lump Sum	1	Wet Mine Seal		\$
9.2	Lump Sum	1	Dry Mine Seal		\$
9.3	Bags	20	Soda Ash Briquettes (50 lb bags)		\$
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					\$
<b>TOTAL</b>					\$

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14771  
 Project: TANNERSON SUB

Bid Date: 10/20/09  
 Pre-Bid Date: 9/21/09

Name : Robert Barnes  
 Company: Barnes EXC. INC  
 Address: P.O. BOX 13384  
Sisserville  
WV, 25360  
 Phone #: 304-984-1723  
 Fax #: 304-984-0074  
 Email : Barnes EXC. ADL.com

Name : Patrick Weimer  
 Company: SCSL Co Leasing Corp  
 Address: 8 Hunter Zone Rd.  
Farmert WV 26554  
 Phone #: 304-290-4608  
 Fax #: 304-296-8252  
 Email :

Name : Don Vincent  
 Company: Breakaway, Inc  
 Address: 1075 Old Turnpike Rd.  
Settaw WV 26601  
 Phone #: 304 765-5317  
 Fax #: 304 765-5389  
 Email : breakaway\_inc@verizon.net

Name : Ty Martin  
 Company: Solid Rock Ex Inc  
 Address: 3106 Hudson Rd  
Albright WV 26519  
 Phone #: 304-276-2371  
 Fax #: 304-379-9502  
 Email : Solid-rock@frontier.net.net

Name : Brian Schreyer  
 Company: BYCO ENTERPRISES  
 Address: 11746 BITINGER RD  
GRAFTSVILLE MD 21536  
 Phone#: 301 245 4322  
 Fax #: 301 245 4364  
 Email : bwsbyco@aol.com

Name : Anita Bolyard  
 Company: CE Bolyard + Son Inc  
 Address: 125 E High St  
Kingwood WV 26537  
 Phone#: 304-329-1330  
 Fax #: 304-329-1571  
 Email : cebsinc@verizon.net

Name : ~~B+B~~ TRANSIT Don Stamm  
 Company: ~~B+B~~ TRANSIT  
 Address: 316 NEW RIVER Rd  
Beckley, WV  
 Phone#: 304-673-9388  
 Fax #: 304-763-7593  
 Email : Bob.CANTERBURY@gmail.com

Name : Roger Hill  
 Company: Hill's Contracting Inc.  
 Address: Rt 10 Box 85  
Buckhannon, WV 26201  
 Phone#: 304-472-6408  
 Fax #: 304-473-1722  
 Email : Rhill@Cebidge.net

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14771

Bid Date: 10/20/09

Project: TUNNELTON SUBSIDENCE Pre-Bid Date: 9/21/09

Name : GARY LONG  
 Company: McCurtz & Son Const.  
 Address: 2790 Centralia Rd  
Sutton WV 26601

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

Name : Ann Wardwell  
 Company: EASTERN ARROW  
 Address: PO Box 4108  
CHARLESTON WV  
25364

Phone #: 304-414-0255  
 Fax #: 56  
 Email : easternarrow@hotmail.com

Name : Charlene Prateel  
 Company: JL Prateel Contracting  
 Address: 274 Horseshoe Dr.  
Bruceston Mills WV  
26525

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

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

Phone #: 304 925 0253  
 Fax #: 925 9280  
 Email : Jody Myer@aol.com

Name : Ed Baker  
 Company: Baker Excavating  
 Address: P.O. Box 1163  
Dellslow WV 26531

Phone#: 304-282-1470  
 Fax #: \_\_\_\_\_  
 Email : Baker Excavating @ Hotmail.com

Name : DENNIS C. ELBOW  
 Company: COWGIRL UP INC  
 Address: P.O. Box 243  
SIMPSON, WV 26435

Phone#: 304-739-4397  
 Fax #: 304-739-4401  
 Email : DCE-COWGIRLUP@EARTHLINK.NET

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

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

Name : JAMES ALLEN  
 Company: J.F. ALLEN CO  
 Address: P.O. BOX 2049  
Buckhannon WV  
26201

Phone#: 304 472 8890  
 Fax #: 304 472 8897  
 Email : JAMES.ALLEN@JFALLEN.COM