



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
DEP14774

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: **10/27/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE CHEAT NECK (LENHART) 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 09/27/2009. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 10/27/09 AT 1:30 PM. ***** NO OTHER CHANGES *****</p>						
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p>						
<p>***** THIS IS THE END OF RFQ DEP14774 ***** TOTAL: _____</p>						

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 DEP 14774
Cheat Neck (Lenhart) LS 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.** Is the contractor responsible for replacing the stone in the driveway?
A. Yes. See Bid Item 12.2.
- 2.) **Q.** Is there an area within the construction limits for disposal of the trees that have to be removed?
A. No.
- 3.) **Q.** Can any of the existing materials on-site that will be disturbed by construction activities be re-used?
A. Yes.
- 4.) **Q.** What if they can't be salvaged for re-use?
A. There is no provision in the Plans to waste materials on-site.
- 5.) **Q.** Are there requirements for compaction testing?
A. Yes. See Specifications under Section 3.0, Quality Control.
- 6.) **Q.** Is there a Bid Item provided for replacement of the trees?
A. No. See Specification 4.2.3, the replacement of the trees is included in the Bid Item for Site Preparation – Item 4.0.
- 7.) **Q.** Will working under the power lines be a concern?
A. No.
- 8.) **Q.** Do the buildings that are to be relocated on-site require any special handling?
A. Yes. The contents of the buildings will have to be removed from the buildings prior to being moved in order to facilitate moving and then put back into the buildings after they have been relocated. The Contractor is responsible for the removal and replacement of the contents of the buildings as well as the relocation of the buildings.

All references to Asphalt Pavement Repair in Section 12.0 of the Specifications shall be deleted. Bid Item 12.1 shall be deleted from the Bid Schedule. The work associated with this section and this item shall be replaced with work associated with Stone Driveway Repair. The areas shown on the Plans that were to receive Asphalt Pavement shall now receive 1 ½" Crusher Run Stone in accordance with the Specifications for Stone Driveway Repair. The project shall be bid in accordance with the attached **REVISED Bid Schedule**.

The Contractor shall have 90 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 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Cheat Neck (Lenhart) Landslide

DEP14774

REVISED Contractor's Bid Sheet

Vendors Name: _____

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.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	1	Mobilization / Demobilization (Lump Sum) (not to exceed 10% of Bid)		\$
2.0	1	Construction Layout (Lump Sum) (not to exceed 5% of Bid)		\$
3.0	1	Quality Control (Lump Sum) (not to exceed 3% of Bid)		\$
4.0	1	Site Preparation (Lump Sum) (not to exceed 5% of Bid)		\$
5.0	805	Sediment Control (per Linear Foot)		\$
6.0	2	Revegetation (per Acre)		\$
7.0	290	Grouted Rip Rap Ditch (per Linear Foot)		\$
8.0	4,700	Unclassified Excavation (per Cubic Yard)		\$
9.1	1	Wet Mine Seal (Each)		\$
9.2	80	12" Conveyance Pipe (per Linear Foot)		\$
9.3	10	Soda Ash Briquettes (50 lb. bag) (Each)		\$
11.0	223	Underdrain (per Linear Foot)		\$
12.2	131	Stone Driveway Repair (per Ton)		\$
		TOTAL		\$

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14774 Bid Date: 10/27/09
Project: GREAT NECK (LEHART) LS Pre-Bid Date: 9/22/09

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: cmw Wolfe 73@yahoo.com

Name : Don Vincent
Company: Breckaway, Inc
Address: 1075 Old Turnpike Road
Sutton WV, 26601
Phone#: 304-765-5317
Fax #: 304-765-5389
Email: breckaway_inc@verizon.net

Name : James Buckland
Company: BQ TRANSIT INC
Address: P.O. Box 72 BAKER WVA
304 255 2505
304 953 4533
Phone #: _____
Fax #: _____
Email : _____

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 : Gary Long
Company: McCourt & Son Const.
Address: 2790 Centralia Rd
Sutton WV 26601
Phone #: 304 765-5288
Fax #: 304 765-5293
Email : _____

Name : Harrison Bowman
Company: Green Mountain Co.
Address: 511 50th St.
Charleston WV
25304
Phone#: 304-925-0253
Fax #: 304-925-9230
Email : JedyMax@aol.com

Name : Mick Jones
Company: Bement Const
Address: P.O. Box 10
Procius WV
Phone #: 304-548-7004
Fax #: 304-548-7133
Email : Bementconst@yahoo.com

Name : Ed Baker
Company: Baker Exploring
Address: P.O. Box 1163
Dellslow WV 26531
Phone#: 304-282-1470
Fax #: _____
Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14774 Bid Date: 10/27/09
 Project: CHEAT NECK (LEWISTON) C.S. Pre-Bid Date: 9/22/09

Name : DENNIS C. ELBON
 Company: COWGIRL UP INC
 Address: P O Box 243
SIMPSON, WV 26455
 Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email : DCE_COWGIRLUP@EARTH LINK.NET

Name : Roger Hill
 Company: Hill's Contracting Inc.
 Address: Rt10 Box 85
Buckhannon, WV 26201
 Phone#: 304-472-6408
 Fax #: 304-473-1722
 Email :

Name : Delbert Leatherman
 Company: J.F. ALLEN Co.
 Address: P.O. Box 2049
Buckhannon, W.Va
26201
 Phone #: 304-472-8890
 Fax #: 304-472-8897
 Email : dleatherman@jfallenco.com

Name : BILL BOLYARD
 Company: CHARLES E. BOLYARD & SON INC
 Address: 125 EAST HERRILL ST.
KINGWOOD WV 26537
 Phone#: 304-329-1330
 Fax #: 329-1571
 Email : cebsinc@verizon.net

Name : GARY Stanley
 Company: Stanley Ind. Inc.
 Address: 7 Maple Lake
Bridgeport WV
26332
 Phone #: 304-842-8560
 Fax #: 304-842-8609
 Email : GStanley@ma.r.r.com

Name : LES BOLEN
 Company: ASPEN CORP
 Address: 2400 RITTER PR
Daniel WV
 Phone#: 304-763-4573
 Fax #: 304-763-4591
 Email : lbole@aspengolf.com

Name : MIKE GRAY
 Company: GRALAN CORP
 Address: 10301 SA 149
FOOT AND 1/4

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

Phone #: 518-792-3826
 Fax #: 518-795-8117
 Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14794 Bid Date: 10/27/09
Project: CHRYSLER NICK (L&S) (K&R) L.S. Pre-Bid Date: 9/22/09

Name : JAMIE Pretzel
Company: JL Pretzel Contracting
Address: 274 Horseshoe Dr
Bruceston Mill, WV 26035

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

Name : _____
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