



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
DEP14810

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN
304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
12/14/2009				

BID OPENING DATE: **01/06/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE LOYAL G FORMAN & SONS PROJECT (REVOKED PERMIT# S-1002-99) TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q&A, THE REVISED SCOPE OF WORK, AN REVISED PURCHASING CONTINUATION SHEET #15 RESULTING FROM THE MANDATORY PRE-BID MEETING OF 12/02/09.</p> <p>BID OPENING DATE & TIME REMAIN UNCHANGED AS 01/06/2010 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p> <p>RECLAMATION: RESTORATION OF LAND</p> <p>***** THIS IS THE END OF RFQ DEP14810 ***** 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14810
 Project: Loyal G. Forman
 Permit Number(s) : S-1002-99

Bid Date: 01-06-10
 Pre-Bid Date: 12-02-09

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

Phone #: 304-732-8303
 Fax #: 304-732-7855
 Email : tonyppi@aol.com

Name : DAVID H BOWMAN
 Company: Green Mountain Co
 Address: 511 50th STREET
Chas WV 25304

Phone #: 304 925 0253
 Fax #: 925 9230
 Email : Jody Maye Adh.com

Name : Snark Swann
 Company: Pro Contracting Inc
 Address: P.O. Box 2442
Clarksburg WV 26302

Phone #: 304 622-2400
 Fax #: 304 622-2410
 Email : Procon.575@mc.com

Name : Todd Cooper
 Company: K/K Run Coal Company Inc.
 Address: 300 Margaret Massey Dr.
Tulsa, WV 25529

Phone #: 304-309-8617
 Fax #: 304-309-8664
 Email : todd.cooper@muneyenergy.com

Name : Toba Fox
 Company: Bear Contracting, LLC
 Address: 112 State St Bridgeport
WV 26320

Phone#: 304-842-3002
 Fax #: 304-842-9933
 Email : MURSO@BearContracting.com

Name : Ann Warron
 Company: TEASTAR ARROW
 Address: PO Box 4108
CHARLESTON WV 25361

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

Name : Thane Ryder
 Company: RTS Inc
 Address: PO Box 490
White Sulphur Springs WV 24986

Phone#: 304-645-2397
 Fax #: 304-645-2597
 Email : RON@RTSINC.COM

Name : MIKE GRAY
 Company: GRANLAW Corp
 Address: 10301 SR #149
W. Front Ave N.Y. 12827

Phone#: 518-793-3826
 Fax #: 518-795-8117
 Email : GRANLAW Corp @ Yahoo . Com

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MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14810
 Project: Loyal G. Forman
 Permit Number(s): S-1002-99

Bid Date: 01-06-10
 Pre-Bid Date: 12-02-09

Name : Robert BARNES
 Company: BARNES EXC. INC.
 Address: P.O. Box 13384
SISSONVILLE
WV 25360
 Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email : BARNES EXC. @AOL.COM

Name : Don Vincent
 Company: Breakaway, Inc
 Address: 1075 Old Turnpike Rd.
Sutton WV 26601
 Phone #: 304-765-5317
 Fax #: 304-765-5389
 Email : breakaway_inc@Verizon.net

Name : Lynne ANDERSON
 Company: BASIL CARPENTON EXCM.
 Address: 637 CATH RD
CHARLESTON WV 25312
 Phone #: 304-984-0388
 Fax #: 304-984-3528
 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 Stanley
 Company: Stanley Ind. Inc.
 Address: 7 Maple Lake
Bridgeport WV
26330
 Phone #: 304-842-8560
 Fax #: 304-842-8609
 Email : gstanlay@ma.n.com

Name : William F. Bolinger II
 Company: J B & SONS LLC
 Address: 10643 Brandonville Pike
Albright, WV 26519
 Phone #: 304-329-0818
 Fax #: 304-329-0818
 Email : Bolinger 5@Verizon.net

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

Name : LESUE BOLEN
 Company: ASPEN CORPORATION
 Address: 2400 RITTER DR
Daniels WV 25832
 Phone #: 304-763-4573
 Fax #: 304 763-4571
 Email : lboLEN@aspen-golf.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14810
 Project: Loyal G. Forman
 Permit Number(s): S-1002-99

Bid Date: 01-06-10
 Pre-Bid Date: 12-02-09

Name : Dennis C. Elbow
 Company: Cowgirl UP Inc
 Address: PO Box 245
5100 Road NW 26530
 Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email : _____

Name : Chad Bilotta
 Company: Anderson Excavating LLC
 Address: 343 Williams Rd
Morgantown WV 26501
 Phone#: 304-983-2296
 Fax #: 304-983-4755
 Email : cbilotta@AndersonExcavatingLLC.com

Name : Roger J. Collins Jr
 Company: Collins Building & Construction Inc
 Address: 3406 Corby - Corby Rd
Flaxmead, WV
26021
 Phone #: 704-767-3521
 Fax #: 304-767-3521
 Email : Collins Building & Construction Inc

Name : Jamie Pitzel
 Company: JL Pitzel Contracting LLC
 Address: 274 Horseshoe Dr.
Bruceston Mills WV 26525
 Phone#: 304-279-7789
 Fax #: 304-279-7788
 Email : pitzcoc@AOL.com

Name : Bow Boulevard
 Company: Charles E. Boulevard & Son LLC
 Address: 125 East High St
Kenwood WV 26537
 Phone #: 304-329-1330
 Fax #: 329-1571
 Email : Cebsinc@Verizon.net

Name : Eddie Baker
 Company: Baker Excavating
 Address: 1163 Dellislow
WV 26538
26531
 Phone#: 304-282-1470
 Fax #: _____
 Email : Baker Excavating AT
Hotmail.com

Name : Scott Lavrta
 Company: SCJL Co-Leasing Inc.
 Address: 8 Hunter Lane Rd
Fairmont WV 26554
 Phone #: 304-290-4608
 Fax #: 304-296-8252
 Email : _____

Name : JAMES ALLEN
 Company: JF ALLEN CO
 Address: P.O. Box 2049
Buckhannon WV
26201
 Phone#: 304 472 8890
 Fax #: 304 472 8897
 Email : JAMES.ALLEN@JFALLENCO.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFO # : DEP14810

Bid Date: 01-06-10

Project: Loyal G. Forman

Pre-Bid Date: 12-02-09

Permit Number(s): S-1002-99

Name : Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO Box 13015
Sissonville, WV
25360

Phone #: 304-984-1115
 Fax #: 304-984-2770
 Email : Rcarpen103@aol.com

Name : _____
 Company: _____
 Address: _____

Phone #: _____
 Fax #: _____
 Email : _____

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DEP14810

Loyal G. Forman & Son

Permit Number: S-1002-99

Pre-Bid Conference

December 2, 2009

Addendum Number One (1)

The scope of work for Loyal G. Forman & Son S-1002-99 **Now Reads**—11. Eliminate approximately 575 linear feet of haulroad by regrading to establish a sheetflow drainage pattern. The portion of the haulroad located between the county road and the coal stockpile area shall be left in place.

The scope of work for Loyal G. Forman & Son S-1002-99 **Shall Read**—11. Eliminate approximately 2075 linear feet of haulroad by regrading to establish a sheetflow drainage pattern. The total haulroad between the county road and the coal pit/highwall area shall be removed and regraded. The regraded haulroad shall be blended into the mined or meadow area on both sides. All pipes beneath the haulroad shall be removed and properly disposed of.

The scope of work for Loyal G. Forman & Son S-1002-99 **Now Reads**—15. Regrade and revegetate approximately 18 acres of disturbance. This shall include the regrading and revegetating of gullies and areas of deficient vegetation within the previously regraded areas of the permit.

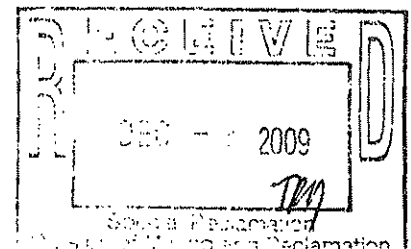
The scope of work for Loyal G. Forman & Son S-1002-99 **Shall Read**—15. Regrade and revegetate approximately 20 acres of disturbance. This shall include the regrading and revegetating of gullies and areas of deficient vegetation within the previously regraded areas of the permit.

Replace existing page 15 of the RFQ with the attached page 15 marked **REVISED 12/02/09**.

Questions and Answers

Q1. Referring to fieldstones above the highwall. Are all of the fieldstones above the highwall disturbed and will need to be dealt with?

A1. No, the gray fieldstones that have been there for years will not, but those that have obviously been disturbed will have to be brought down into the backfill or be backfilled up over.



Q2. Referring to the access road. Will there be any road left down along Sediment Ditch 1 after regrading?

A2. The road will be totally eliminated back to the county road, pipes taken out, regraded, and blended in on both sides.

Q3. Referring to backfilling and regrading. Are we going from the top of Sediment Ditch 1 to the top of the highwall on one slope for the entire 1,800 linear feet of highwall?

A3. Approximately, it will not be a straight line slope, but it needs to be graded uniformly to allow mowing with a tractor and brush hog.

Q4. Referring to Sediment Ditch 1. Are you going to clean Sediment Ditch 1 and reseed it?

A4. If you get material in Sediment Ditch 1 or work in Sediment Ditch 1 or there is an area that does not drain well, you will clean those areas and revegetate them.

Q5. Referring to fieldstones above the highwall. All the rocks do not need to come down into the pit?

A5. If it is brown, showing it has been previously disturbed, it will need backfilled over or brought down into the backfill.

Q6. Do you have a cost estimate for this project?

A6. \$287,610.00

Q7. Referring to stones on the outside of Sediment Ditch 1. Can the rocks on the outside of Sediment Ditch 1 be broke up and buried on the outside of Sediment Ditch 1?

A7. No, they have to be brought back across Sediment Ditch 1 and buried. If they are a gray undisturbed fieldstone, they can stay where they are.

Q8. Referring to brown disturbed fieldstones. Can you paint them gray and leave them in place?

A8. No.

Q9. Referring to the coal stockpile area. Does the coal have to be brought down to the pit?

A9. No. We are going to mix it with 44 tons of agricultural lime and bury it in the coal stockpile area with a minimum 2 feet of soil cover.

Q10. Referring to Sediment Ditch 1. Where will the cleaning of this ditch start?

A10. Starting at the locust tree, where it is freshly disturbed.

Q11. Referring to Sediment Ditch 1. Will it get matting after cleaning and what size will it be?

A11. A v-ditch will be fine only near the locust tree with no matting. The remainder will be the existing "as built" size.

Q12. Referring to the slope on the outside of Sediment Ditch 1. Is the area outside of Sediment Ditch 1 going to have to be put on a 2 to 1 slope?

A12. No, if it is revegetated and you do not disturb it. If you disturb it, it will have to be put on a 2 horizontal to 1 vertical slope.

Q13. Will we be allowed access back in here to look at the site again?

A13. Yes, contact Dave McCoy at the Philippi office ahead of time to schedule that.

BUYER CB-23	PAGE 15	REQ. OR. PO. NO. DEP 14810
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-26-09 PURCHASING CONTINUATION SHEET
VENDOR:

REVISED 12/02/09

8. Any water impounded in pits shall be pumped out prior to backfilling. The water shall be pumped to Sediment Ditch 1. Water quality parameters of less than 35 mg/l total suspended solids and pH of between 6.0 and 9.0 shall be maintained prior to water entering the existing pond. Any time a pump is running on site, responsible personnel shall be provided to ensure water quality. The cost of pumping and any necessary water treatment shall be incidental to and included in backfilling.
9. Uniformly spread and incorporate 44 tons of agricultural lime into all the black/ coal/ potentially toxic material located in the coal stockpile area. This material shall then be gathered up and buried within the coal stockpile area. A minimum of 2 feet of topsoil material shall be placed over the black/ coal / potentially toxic material.
10. Lime entire permit area evenly and uniformly with an additional 165 tons of agricultural lime. Lime shall be spread by using a lime spreader or hydroseeder.
11. Eliminate approximately 2075 linear feet of haulroad by regrading to establish a sheetflow drainage pattern. The total haulroad between the county road and the coal pit/highwall area shall be removed and regraded. The regraded haulroad shall be blended into the mined or meadow area on both sides. All pipes beneath the haulroad shall be removed and properly disposed of.
12. Sediment Ditch 1 shall be cleaned as necessary during construction and prior to demobilization to maintain waterflow to the existing pond and eliminate any areas or pooled water within Sediment Ditch 1. Payment for this item shall be made upon final cleaning prior to demobilization.
13. Install 200 linear feet of haybale dike for sediment control during and after construction.
14. Install 3,000 linear feet of silt fence for control during and after construction. Approximately 2,100 linear feet of the silt fence shall be placed on the upslope side of Sediment Ditch 1.
15. Regrade and revegetate approximately 20 acres of disturbance. This shall include the regrading and revegetating of gullies and areas of deficient vegetation within the previously regraded areas of the permit.

I, David L. Martin, Sr., the undersigned, hereby certify ¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.

David L. Martin, Sr.
Registered Professional Engineer WV No. 7202

Date: 12/02/09

¹ The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.