



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
DEP14831

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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**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
12/09/2009				

BID OPENING DATE: **01/05/2010** 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 & SON PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 12/02/09 MANDATORY ON-SITE PRE-BID MEETING.</p> <p>BID OPENING DATE & TIME REMAIN UNCHANGED AS 01/05/2010 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p> <p>RECLAMATION: RESTORATION OF LAND</p> <p>***** THIS IS THE END OF RFQ DEP14831 ***** 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'

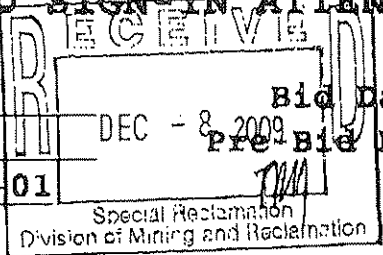
GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET



RFQ # : DEP14831 Bid Date: 01-05-10
Project: Loyal G. Forman Pre Bid Date: 12-02-09
Permit Number(s): S-2009-01

Name : Jamie Pretzel
Company: JL Pretzel Contracting LLC
Address: 274 Hurschoe Dr
Bruceston Mills WV 26025
Phone #: 304-979-7789
Fax #: 304-979-7788
Email: jpretzel@jpl.com

Name : John Fox
Company: Bear Contracting, LLC
Address: 112 State St, Bridgeport W.V., 26330
Phone #: (304) 842-3002
Fax #: 304-842-9433
Email: mureso@bearcontracting.com

Name : Ty Martin
Company: Solid Rock Ex. Inc.
Address: 3106 Hudson Rd
Alleright, WV 26019
Phone #: 304-276-2371
Fax #: 304-379-9502
Email: Solid-rock@frontier.net.net

Name : Thomas Ryder
Company: RBS Inc.
Address: PO Box 490
White Sulphur Springs
WV. 24986
Phone #: 304-645-2277
Fax #: 304-645-2597
Email: Ron@RBSInc.com

Name : Dan Vincent
Company: Breakaway, Inc.
Address: 1025 Old Turnpike Rd
Sutton, WV 26001
Phone #: 304-765-5317
Fax #: 304 765-5389
Email: breakaway-inc@verizon.net

Name : Roger & Collier Jr.
Company: Collins Building & Construction Inc.
Address: 3404 Corty-Corn Rd
Albright, WV
26021
Phone #: 304-765-3521
Fax #: 304-765-3521
Email: CollinsBuilding@Hughes.net

Name : Steve Szabo
Company: Pro Contracting, Inc
Address: P.O. Box 2442
Clarksburg, WV 26302
Phone #: 304 622-2400
Fax #: 304 622-2410
Email: procon.sss@ma.net.com

Name : William F. Bolinger II
Company: J B & Sons LLC
Address: 10643 Brandonville Pike
Albright, WV 26019
Phone #: 304-329-0818
Fax #: 304-329-0818
Email: Bolinger5@Verizon.net

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFO # : DEP14831
 Project: Loyal G. Forman
 Permit Number(s): S-2009-01

Bid Date: 01-05-10
 Pre-Bid Date: 12-02-09

Name : Robert Baines
 Company: BAONES EXC. INC.
 Address: P.O. Box 13384
Sissonville
WV, 25360
 Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email : BainesEXC@AOL.COM

Name : Gary Stanley
 Company: Stanley Ind. Inc.
 Address: 7 Maple Lake
Bridgport WV
26330
 Phone# : 304-842-8560
 Fax # : 304-842-8609
 Email : gstanley@ma.ir.com

Name : LYMAN ANDERSON
 Company: Basil Carpenter CREW.
 Address: 637 East Rd
Charleston WV 25312
 Phone #: 304-984-0388
 Fax #: 304-984-8528
 Email : _____

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: ELK RUN Coal Company Inc.
 Address: 300 Morgan Massey Dr.
Julian, WV 25529
 Phone #: 504-369-8617
 Fax #: 304-369-8664
 Email : todd.cooper@masseyenergyco.com

Name : LES BOLEN
 Company: ASPEN CORPORATION
 Address: 2400 RITTER DRIVE
PAWELS WV 25832
 Phone# : 304 763-4573
 Fax # : 304 763-4591
 Email : lboLEN@aspEN-gOLF.com

Name : Gary Long
 Company: M'Court's Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601
 Phone #: 304 765-5388
 Fax #: 304 765-5293
 Email : _____

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14831
Project: Loyal G. Forman
Permit Number(s): S-2009-01

Bid Date: 01-05-10
Pre-Bid Date: 12-02-09

Name : Ben Bolvard
Company: CHARLES E. BOLVARD & SON INC
Address: 125 East Hoch St
KENWOOD WV 26537
Phone #: 304-329-1350
Fax #: 304-329-1571
Email : cebinc@verizon.net

Name : Scott Laurita
Company: SCJL Co-Leasing Co.
Address: 8 Hunter Lane Rd
FAIRMONT WV 26559
Phone#: 304-290-4608
Fax #: 304-290-8252
Email :

Name : Dennis C. Elbon
Company: CONCRETE HP INC
Address: PO Box 243
CLARKE BRAS, WV 26530
Phone #: 304-739-4897
Fax #: 304-739-4401
Email : DCE-CONCRETE HP & CASTING INC

Name : Ann Wadsworth
Company: EASTERN Arrow Corp
Address: PO Box 4108
CHARLESTON WV 25366
Phone#: 304-414-0255
Fax #: 0256
Email : easternarrow@hotmail.com

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO Bx 13015
Sissonville, WV 26136
Phone #: 304-984-1115
Fax #: 304-984-2770
Email : RCarpenter101@aol.com

Name : Kevin Bradford
Company: Pineville Paving & Excavating Inc.
Address: P.O. Box 1290
Pineville WV 24874
Phone#: 304-732-8303
Fax #: 304-732-7855
Email : KDBPPI@aol.com

Name : JAMES ALLEN
Company: J. FALLIN CO
Address: P.O. Box 2049
Berkhamon WV
26201
Phone #: 304 472 8890
Fax #: 304 472 8897
Email : James.Allen@JFallinco.com

Name : Eddie Baker
Company: Baker Excavating
Address: 1163 Dellslow
WV 26531
Phone#: 304-282-1470
Fax #:
Email : Baker Excavating@hotmail.com

Car

DEP14831

Loyal G. Forman & Son

Permit Number: S-2009-01

Pre-Bid Conference

December 2, 2009

Addendum Number One (1)

Questions and Answers

Q1. Referring to the road crossing Ditch 3. Are you going to put a pipe or a drive-thru crossing in this area?

A1. You will just maintain the existing road in this area and construct Ditch 3 above and below it.

Q2. Referring to the existing disturbance above the highwall. Are we going to do anything above the highwall?

A2. Yes, if it is previously disturbed, it will be reclaimed, regraded, blended into undisturbed ground at the big tree line.

Q3. Referring to the big tree line above the highwall. Can we go above the highwall into the big tree line to bring material down over the highwall?

A3. No, you can not disturb additional area above the highwall.

Q4. Referring to the water in the pit. Do you know how deep this water is?

A4. The water is as deep as the coal seam.

Q5. Referring to Ditch 3? Can you lower Ditch 3?

A5. Ditch 3 may need adjusted slightly, but is about at the depth it needs to be.

Q6. Referring to seeding. Where will the black locust be seeded?

A6. Black locust will be included in the seeding on steep slopes only, which will be determined by your final grade.

Q7. Is there a cost estimate for this project?

A7. Yes, \$1, 375, 000.00.

Q8. Referring to the open pits. Are we going to lime the pits?

A8. No, we will spread the lime uniformly on the surface.

Q9. Do you have a yardage estimate?

A9. No, you are welcome to bring surveyors back on site, we have never seen the gates on the access road locked.

Q10. Referring to Pond A. Will Pond A be left as is when we finish the job?

A10. Both ponds will be left in place, they will not be cleaned unless you fill them up.

Q11. Referring to Ditch 4. Will we have to lay the slopes back along Ditch 4?

A11. All the slopes along Ditch 4 and Ditch 6 will have to be dressed up and layed back to a 2 horizontal to 1 vertical slope.