



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
 DEP14904

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
06/15/2010				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE CROOKED RUN #5 PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND THE REVISED SPECIFICAITONS RESULTING FROM THE MANDATOR PRE-BID MEETING ON 06/01/2010.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 06/30/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	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. 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).

**Addendum #1 - Questions During Pre-Bid Meeting
Crooked Run #5
DEP14904**

The following comments and questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflict between the two.

Questions:

1. Q. What shape and size of pipe is to be used in the Bat Gate Mine Seals?
 - A. Site #2, Portal #7, Sheet C-7, Circular, 30 inch diameter, 10' length.
Site #5, Portal #10, Sheet C-19, Circular, 30 inch diameter, 10' length.
Portal #11, Sheet C-19, Elliptical, 81" x 59" arch, 20' length.
Portal #12, Sheet C-19, Elliptical, 112" x 75" arch, 20' length.

Clarify,

Site #5, Portal #9 is only a Wet Mine Seal. This location will not require a Bat Gate Mine Seal.

Temporary fence quantity will be increased from 300 to 1300 linear feet.

Site #6 will be dropped from the project scope of work with the exception of plugging the four (4) piezometers. They will be a separate bid item.

The project will be bid as per the attached Revised Bid Schedule.

The Contractor shall have 120 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages clause will be in effect after the 120 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Crooked Run #5 - DEP14904
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 L.S.	Mobilization and Demobilization (Cannot exceed 10% of the Total Amount Bid)	Lump Sum	\$
2.0	1 L.S.	Construction Layout Stakes (Cannot exceed 5% of the Total Amount Bid)	Lump Sum	\$
3.0	1 L.S.	Quality Control (Cannot exceed 3% of the Total Amount Bid)	Lump Sum	\$
4.0		Site Preparation		
4.1	1 L.S.	Site Preparation (Cannot exceed 10% of the Total Amount Bid)	Lump Sum	\$
4.2	340 Ton	Gravel Road Rehabilitation		\$
4.3	1 L.S.	Structure Demolition/Debris Removal		\$
4.4	3,550 L.F.	Access Road Construction		\$
4.5	400 L.F.	Fence Replacement		\$
4.6	1300 L.F.	Temporary Fencing		\$
4.7	3 Ea.	Gate Installation		\$
5.0		Sediment Control		
5.1	3,800 L.F.	Straw Bales		\$
5.2	915 L.F.	Silt Fence		\$
6.0	10.5 Acres	Revegetation		\$
7.0		Drainage Structures		
7.1	1807 L.F.	Riprap Lined Channel - Type 1		\$
7.2	1704 L.F.	Riprap Lined Channel - Type 2		\$
7.3	24 L.F.	12-Inch HDPE Pipe Culvert		\$
7.4	200 L.F.	24-Inch HDPE Pipe Culvert		\$
7.5	160 L.F.	36-Inch HDPE Pipe Culvert		\$
7.6	13 Ea.	Riprap Outlet Protection		\$
8.0		Unclassified Excavation		
8.1	7150 C.Y.	Unclassified Excavation		\$
8.2	700 TON	Shot Rock		\$
8.3	100 TON	Crushed Aggregate		\$
9.0		Mine Seals		
9.1	10 Ea.	Wet Mine Seals		\$
9.2	620 L.F.	12-Inch SDR35 PVC Conveyance Pipe		\$
9.3	230 50lb Bags	Soda Ash Briquettes		\$
9.4	2 Ea.	Bat Gate (30" dia - 10' length)		\$
9.5	1 Ea.	Bat Gate (81" x 50" - 20' length)		\$
9.6	1 Ea.	Bat Gate (112" x 75" - 20' length)		\$
10	4 Ea.	Piezometer Plugging @ Site 6		
		TOTAL		\$

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 14904
 Project: Crooked Run #5

Bid Date: 6/30/2010
 Pre-Bid Date: 6/1/2010

Chris Lane
 Name : Selco Construction
 Company: Selco
 Address: P.O. Box 190
Swains Creek VA 24644
 Phone #: 304-732-7679
 Fax #: 732-7660
 Email : www.SelcoCon.com

Name : Reggie Smithson
 Company: Eastern Arrow Corp Inc
 Address: P.O. Box 4108
Charleston W.V 25364
 Phone#: 304-414-0255
 Fax #: 304-414-0256
 Email : -

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

Name : Don Wendt
 Company: Utilities Forestry Svcs.
 Address: P.O. Box 1027
Clearfield, PA 16836
 Phone#: 412-874-0072
 Fax #: 814-765-5698
 Email : -

Name : Spencer Wooddell
 Company: Cowgirl Up Inc
 Address: Po Box 243
Simpson WVa 26435
 Phone #: 304 739-4397
 Fax #: 304 739-4401
 Email : -

Name : Kelley Carpenter
 Company: P.O. Box 13015
 Address: Sissonville WV 25360
Carpenter Reclamation
 Phone#: 304-984-1115
 Fax #: 304-984-2770
 Email : RCARPEN103@AOL.COM

Name : JAMES ALLEY
 Company: J F ALLEN CO
 Address: P O Box 2049
Buckhannon WV
26201
 Phone #: 304 472 8890
 Fax #: 304 472 8897
 Email : -

Name : TYLER DODD
 Company: BEAR CONTRACTING
 Address: 112 STATE ST
BRIDGEPORT, WV 26330
 Phone#: 304 842 3002
 Fax #: 304 842 9433
 Email : tdodd@bear-contracting.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 14904
 Project: Crooked Run #5

Bid Date: 6/30/2010
 Pre-Bid Date: 6/11/2010

Name : BARRIE F. FOSTER
 Company: EAGLE CONTRACTORS, LLC
 Address: 1721 WINFIELD ROAD
WINFIELD WV 25213

Name : MIKE FURLOWE
 Company: ATC ASSOC.
 Address: 3 TERRI LANE
DURINGTON, W.V.

Phone #: 304-552-7781
 Fax #: 304-755-3150
 Email : _____

Phone#: 330-620-1232
 Fax #: 609-386-7951
 Email : _____

Name : Gary Stanley
 Company: Stanley Ind. Inc.
 Address: 7 Maple Lake
Bridgeport WV
26330

Name : Jason Barnes
 Company: Barnes Excavation Inc
 Address: P.O. Box 13384
Sissonville WV 25360

Phone #: 304-842-8560
 Fax #: 304-842-8609
 Email : GStanley@ma.rr.com

Phone#: 304 984-1725
 Fax #: 304 984-0074
 Email : _____

Name : JACOB MAPEL
 Company: Anderson Excavating LLC
 Address: 343 Williams Rd
Morgantown, WV 26501

Name : LES BOLEN
 Company: ASPEN CORPORATION
 Address: 2400 RITTER DR
DANIELS WV 25832

Phone #: 304-983-2296
 Fax #: 304-983-4755
 Email : Randerson@andersonexcavatingllc.com

Phone#: 304-763-45073
 Fax #: 304-763 4591
 Email : lboolen@aspengolf.com

Name : DAVID H. Bowman
 Company: Greer Mountain Co.
 Address: 511 50th STREET
Chas WV
25304

Name : Don Vincent
 Company: Breakaway Inc
 Address: 1075 Old Turnpike Rd.
Sutton W.V. 26601

Phone #: 304 925 0253
 Fax #: 925 9230
 Email : Jody Mays AOL.com

Phone#: 304 765-5317
 Fax #: 304. 765-5389
 Email : breakaway_inc@verizon.net

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 14904
Project: CROOKED RUN #5

Bid Date: 6/30/2010
Pre-Bid Date: 6/1/2010

Name : Randy Nutter
Company: Nutter's Welding
Address: Rt 3 Box 180 NW
Clarksburg WV
26301
Phone #: 304-483-5177
Fax #: 304-783-5180
Email : LT@250@aol.com

Name : _____
Company: _____
Address: _____
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