



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
 DEP14984

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	FOB	FREIGHT TERMS
05/10/2010				

BID OPENING DATE: 05/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE THREE FORK CREEK WATERSHED PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE REVISED BIS SCHEDULE, THE ADDITIONAL DRAWINGS, AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 04/28/2010.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 05/26/10 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

For DEP 14984

Three Fork Creek Stream Restoration

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.

Comments:

1. The work hours on this project shall be between 7:00 am and 7:00 pm Monday through Saturday. Work on Sundays and major holidays will not be allowed on this project.
2. There is a gate required to be installed at the North Bird's Creek site. The gate detail and the gate location are included with this addendum.
3. The following items are required by Patriot Mining Company as part of the Right of Entry agreements to use their access road.
 - A. The WVDEP shall maintain and clean, if necessary, the existing ditches, culverts and sumps along the access road should the Contractor's activities cause any increase in or deposition of sediment.
 - B. Due to the access road being permitted and bonded, the Contractor shall be responsible to repair any damages to the road resulting from the Contractor's activities in order to preserve the current condition of the road. In addition, the Contractor shall require its employees and the employees of its subcontractor(s) to complete health and safety training required by all applicable federal, state and local statutes, rules and regulations prior to operating on the access road.
 - C. The gate to the Squires Creek Site shall be kept locked at all times to prevent unauthorized access.
4. There are new sediment control standards that have been issued by the WVDEP Water Resources NPDS Permitting Section. The new sediment control standards are attached and all applicable sections that apply to this project work must be adhered to during the entire construction process on this project. There are three areas addressed in the sediment control standards and they are as follows; Vegetative Practices, Maintenance and Inspection, Erosion & Sediment Control Construction Sequence. The drawings that are contained in the attachment give BMP's for different situation you may encounter during construction. The major impact on this project will be the installation and maintenance of the sediment control silt fence which must be placed along the perimeter of each site prior to beginning construction and the installation of the stoned construction entrance into each site. Since our turn arounds are to be constructed to the County Road it will be required that at least the beginning section of the turn arounds be constructed as the beginning work on each site after completion of the silt fence installation. Please plan your work sequence to accommodate these requirements.

Questions:

1. **Q.** Is hazardous material training required to use the Squires site? Is the 80 hour training course required for use of the site?
A. The agreement that was signed with Patriot Mining Company required all health and safety training required by all applicable federal, state and local statues, rule and regulations. It will be the contractor's responsibility to make the determination of what each of those are.
2. **Q.** What is the thickness of the stainless steel liner that is used in the discharge trough?
A. As specified in the specification Section 8.2.2 of the specifications the liner must be 1/8" in thickness.
3. **Q.** Is the stainless steel schedule 80 pipe required for the intake line at the Squires Creek site?
A. No. A standard schedule 80 steel pipe shall be used.
4. **Q.** How are the silo, riser and doser unit from the Paint Creek project getting to the South Birds Creek site? Are we going to have to pay for the transportation?
A. No. The basis unit as bid at Paint Creek will be delivered and installed on the poured pad. It will be the contractor's responsibility to have the pad completed prior to the unit coming to the site. The only additional cost will be in the addition of the 15' x 15' x 8' building and the cost of the additional access door. All the cost for installing the intake lines and the riser unit (materials provided) will be the responsibility of the contractor.
5. **Q.** Are we on the State right of way with the intake line on the Raccoon Run site?
A. Only during the road crossing.
6. **Q.** What do we do with any trees that are removed from the site?
A. The trees will be handled according to the specifications Section 4.2.5.
7. **Q.** How smooth is the grout finish to be on the discharge ditches?
A. As smooth as possible. We want to create a surface that will not cause treatment material to buildup in the discharge channel.
8. **Q.** Are there any imported materials need for the truck turn arounds?
A. No. The only material that will be required for the turn arounds are the stone and filter fabric.
9. **Q.** Are there elevations for the truck turn arounds?
A. Yes. We have two sections shown on each site to show the elevations and the general shape of each turn around location.
10. **Q.** What concrete pad thickness is required for the doser sites?
A. The thickness of the concrete pad will be based on the doser unit that is chosen. Our standard design is 3 foot thick but one of the doser units requires a 4 foot thick pad. Base your bids for the pad thickness to conform to the doser unit you have chosen to use. The bid for the unit is a lump sum bid and we will take into account the pad thickness that is required when you submit your shop drawings for each of the location should you be the low bidder.
11. **Q.** Is the intake pipe for the South Birds Creek site included in the bid quantities on Item 8.6?
A. No. This quantity is for the remaining three sites.

- 12. Q.** Does the intake line for the South Birds Creek site already have the cleanouts included with the intake lines?
- A.** It is our understanding that they do. There are two required for this site. It will be the contractor's responsibility to verify that the cleanouts are include with the materials that are located in Beckley WV as shown in specifications Section 8.3.1.1.2.
- 13. Q.** What are the standards we use to bid each site since each of the doser units require different configurations?
- A.** You must contact each of the vendors on their requirements and cost. Based on their bid and your acceptance of that bid a shop drawing will be given that shows the exact requirements of that doser unit. The pad dimension, the pad discharge trough location and configuration, the intake line location and intake line requirements will be include in that shop drawing. This drawing will now become the basis of the specification of that unit for that selected site.
- 14. Q.** Is there any upgrade work to be done on the access road going into the Squires Creek site?
- A.** No. Your only responsibility as a contractor will be to maintain that road in its present condition during the entire construction process.
- 15. Q.** Is the New Access Road that goes over the hill to the doser site on Squires Creek site included in the bid price of the doser unit?
- A.** No. The road is construction is included in the Item 10.1 Base Stone and Item 10.2 1½" Crusher Run Stone. These two items includes the cost of the excavation, filer fabric and installation of the stone.

The Contractor shall have 180 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 180 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Three Fork Creek Watershed Restoration

Requisition # DEP14984

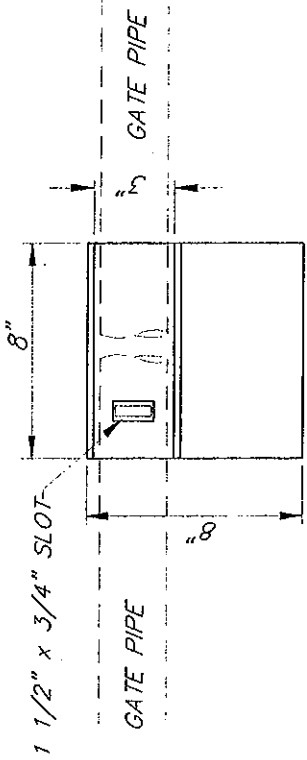
REVISED Contractor's Bid Sheet

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.

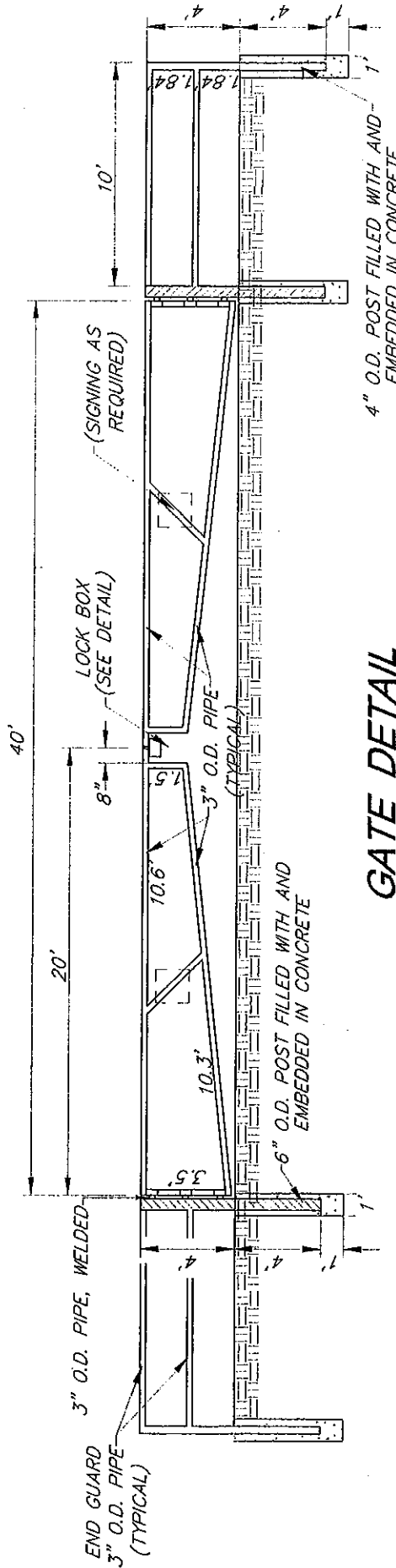
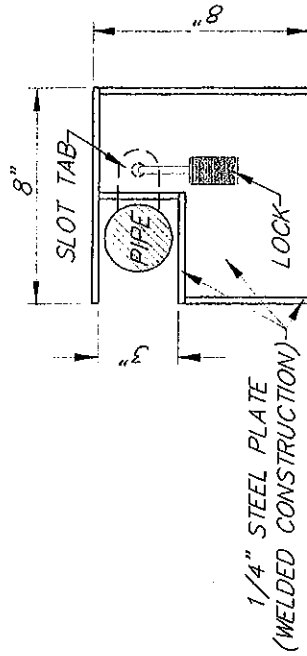
ITEM NO.	Qty	Unit	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	1	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	LS	
2.0	1	LS	Construction Layout (Limited to 5% of Total Bid)	LS	
3.0	1	LS	Quality Control (Limited to 3% of Total Bid)	LS	
4.0	1	LS	Site Preparation (Limited to 5% of Total Bid)	LS	
5.0	2,600	LF	Sediment Control		
6.0	2	AC	Revegetation		
7.1	150	LF	4' Grouted Riprap Discharge Channel		
7.2	60	LF	15" HDPE Culvert		
7.3	40	LF	Bore and Jack 10" Steel Casing		
7.4	100	TON	Stream Bank Protection		
8.1	1	EA	Dosing Unit/Silo North Fork of Birds Creek	EA	
8.2	1	EA	Dosing Unit/Silo South Fork of Birds Creek	EA	
8.3	1	EA	Dosing Unit/Silo Squires Creek	EA	
8.4	1	EA	Dosing Unit/Silo Raccoon Run	EA	
8.5	3	EA	Intake Riser Unit	EA	
8.6	1200	LF	Feed Line/Cleanouts		
8.7	310	TON	Calcium Oxide		
10.1	1900	TON	3" Base Stone		
10.2	500	TON	1 1/2 " Crusher Run Stone		
11.1	100	LF	3'x3' Underdrain		
11.2	30	LF	Conveyance Pipe		
12.0	4	EA	Chain Link Fence	EA	
13.0	1	EA	Gate at North Birds Creek	EA	
			TOTAL		



(FRONT)

LOCK BOX DETAIL

(SIDE)



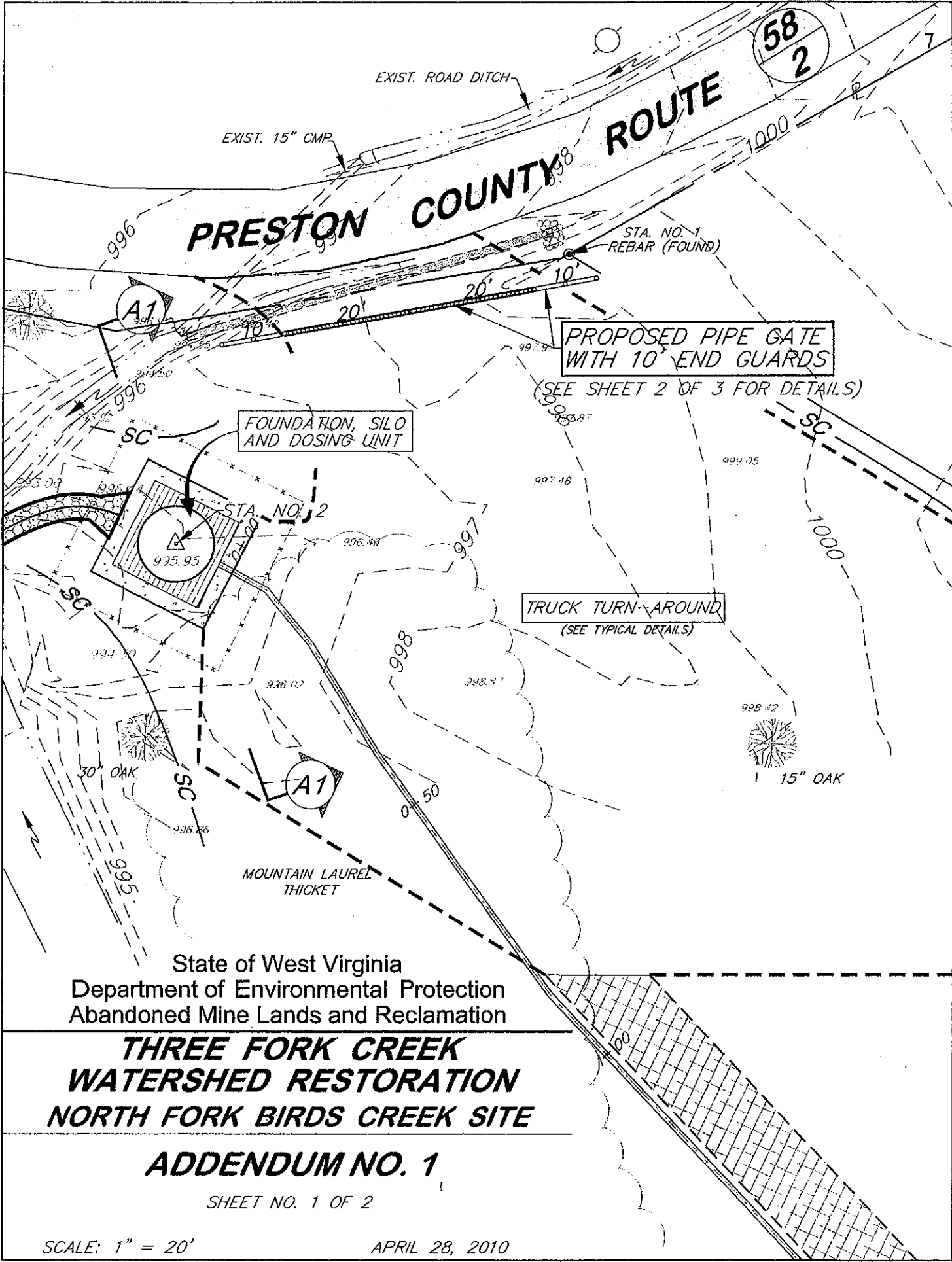
GATE DETAIL

State of West Virginia
 Department of Environmental Protection
 Abandoned Mine Lands and Reclamation

**THREE FORK CREEK
 WATERSHED RESTORATION
 NORTH FORK BIRDS CREEK SITE**

ADDENDUM NO. 1

SCALE: NONE
 SHEET NO. 2 OF 2
 APRIL 28, 2010



State of West Virginia
 Department of Environmental Protection
 Abandoned Mine Lands and Reclamation

**THREE FORK CREEK
 WATERSHED RESTORATION
 NORTH FORK BIRDS CREEK SITE**

ADDENDUM NO. 1

SHEET NO. 1 OF 2

SCALE: 1" = 20'

APRIL 28, 2010

VEGETATIVE PRACTICES

Except as noted below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has permanently ceased.

- Where the initiation of stabilization measures by the fourth day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as conditions allow.
- Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g., the total time period that construction activity is temporarily halted is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the seventh day after construction activities have temporarily ceased.

Areas where the seed has failed to germinate adequately (uniform perennial vegetative cover with a density of 70%) within 30 days after seeding and mulching must be reseeded immediately, or as soon as weather conditions allow.

Diversions must be stabilized prior to becoming functional.

MAINTENANCE & INSPECTION

At a minimum, all erosion and sediment controls on the site will be inspected at least once every seven calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24-hour period.

All controls should be cleaned out when sediment reaches one half the sediment capacity of that control.

Inspection and maintenance records must be kept onsite.

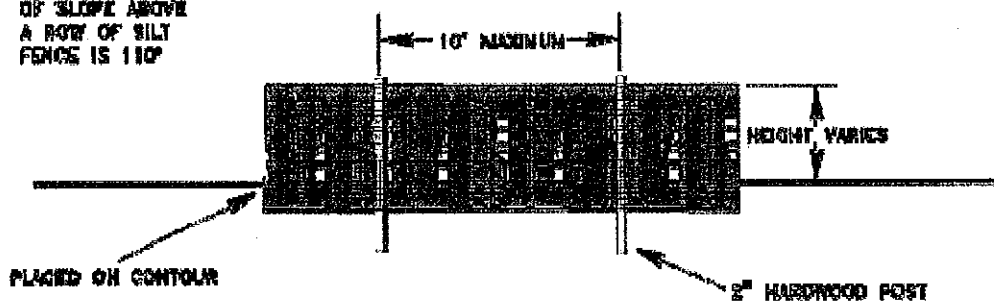
EROSION & SEDIMENT CONTROL CONSTRUCTION SEQUENCE

1. Install stabilized construction entrance as shown on site plans.
2. Install perimeter sediment control devices as shown on site plans.
3. Clear and grub site.
4. Provide sediment control for any topsoil stockpiles.
5. Commence rough grading of site. Continue to maintain and inspect all erosion and sediment controls.
6. Install additional erosion and sediment controls as shown on site plans.
7. Fine grade site.
8. Permanently seed and mulch all disturbed areas within 7 days of reaching final grade.
9. Upon completion of project including adequate stabilization, remove all remaining erosion and sediment controls.

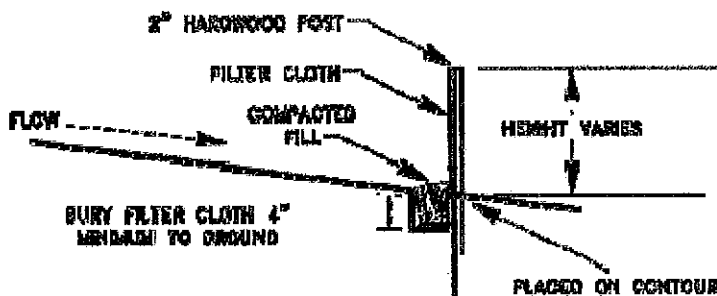
FIGURE 3.27.2

SILT FENCE

NOTE:
THE MAXIMUM LENGTH
OF SLOPE ABOVE
A ROW OF SILT
FENCE IS 110'



FRONT ELEVATION



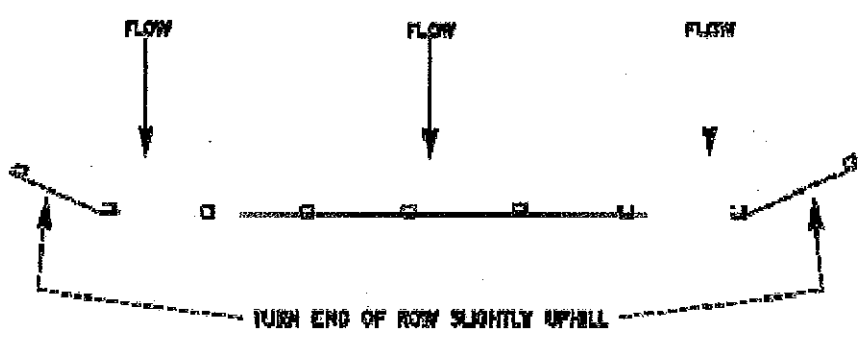
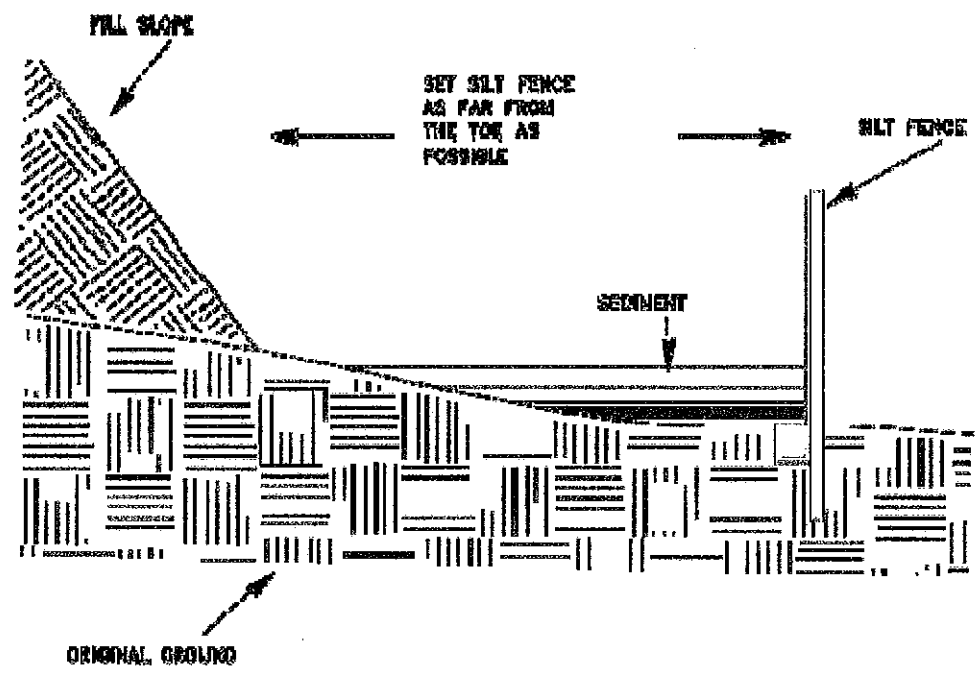
SIDE ELEVATION

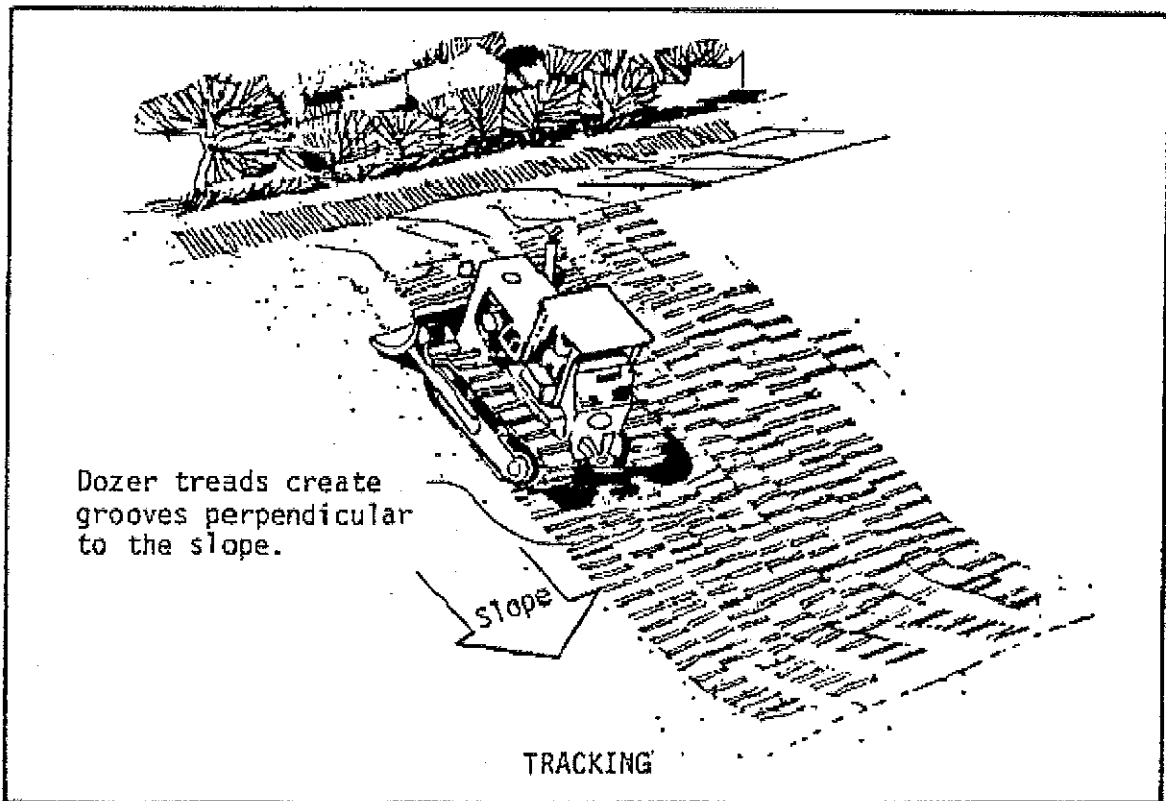
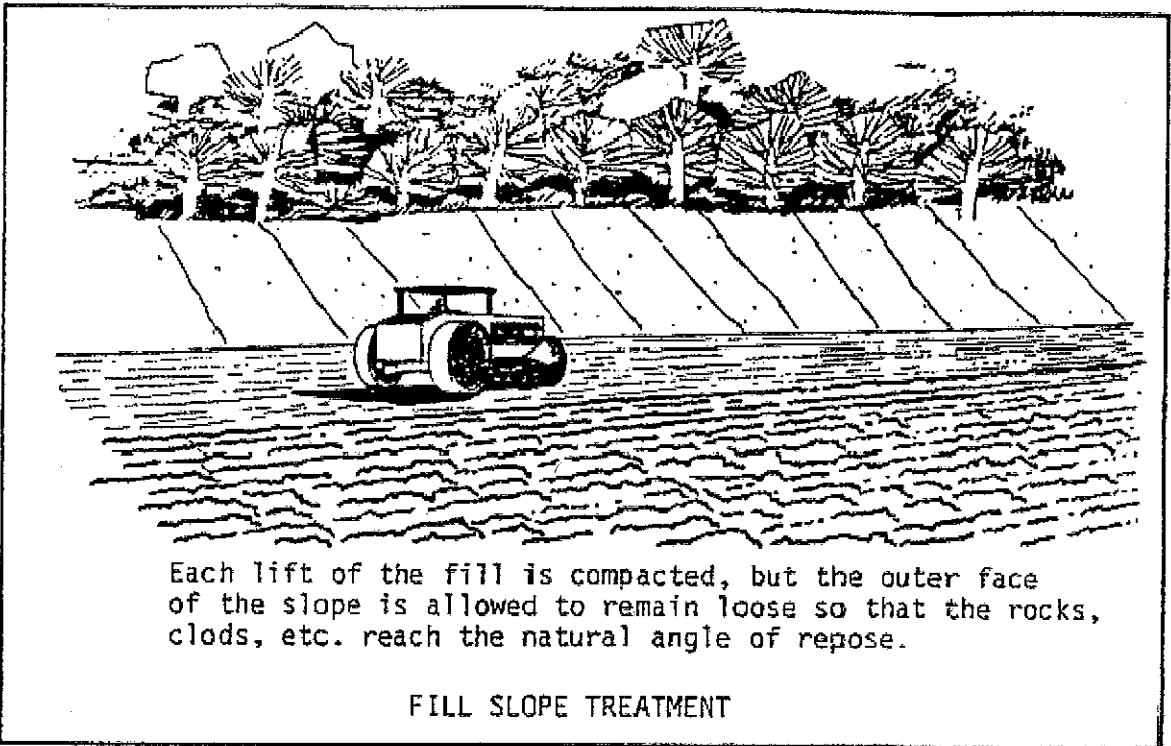


TOP VIEW

FIGURE 3.27.1

PLACEMENT OF SILT FENCE





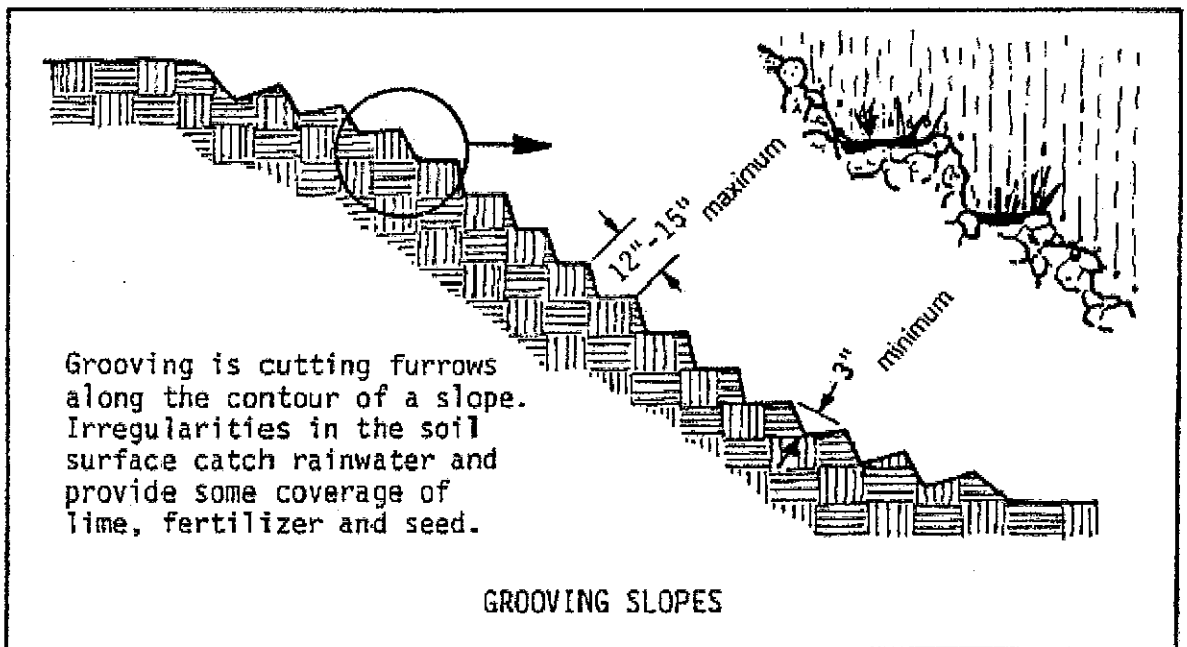
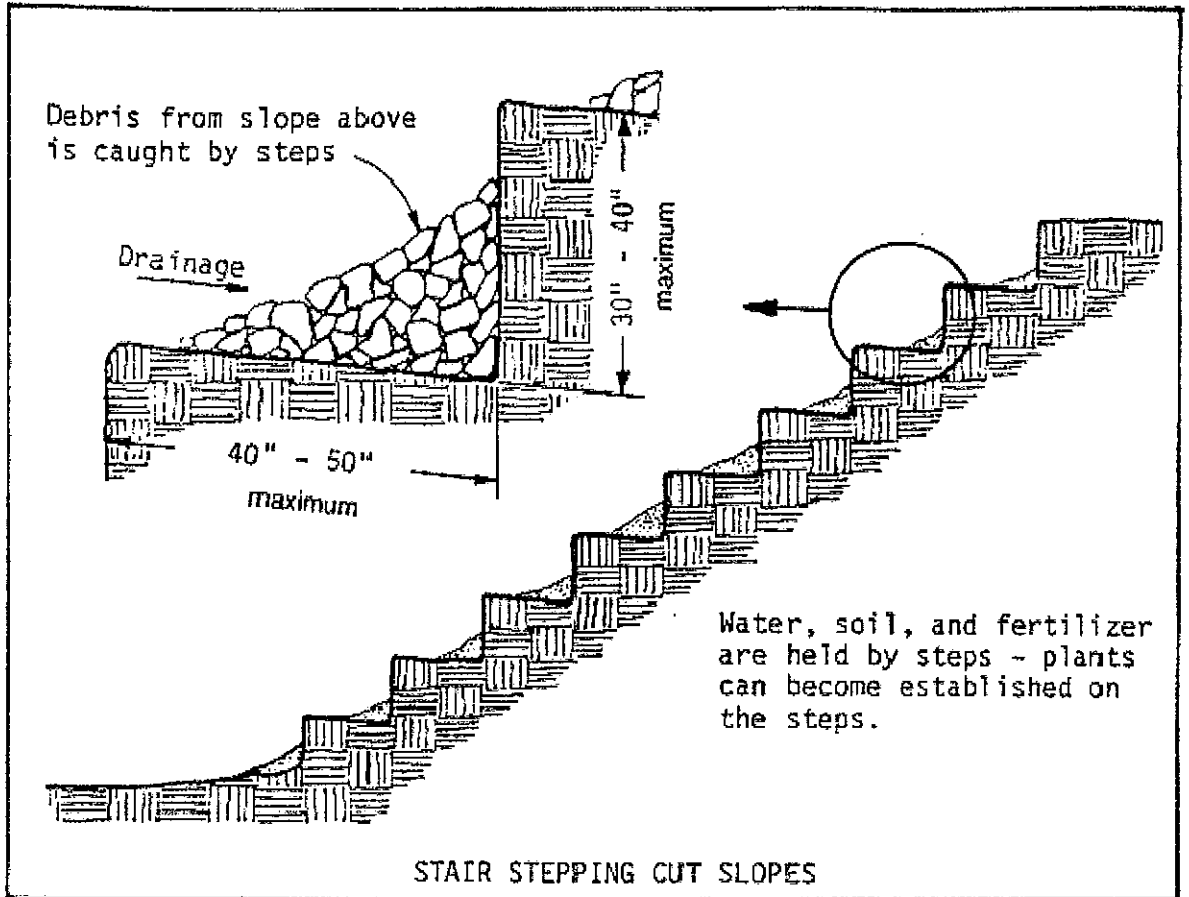
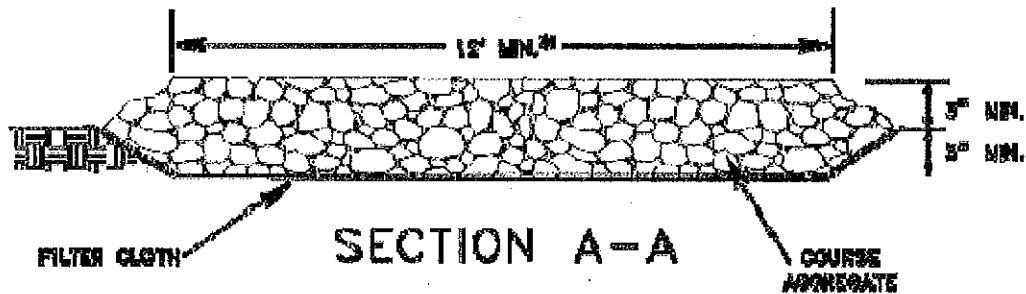
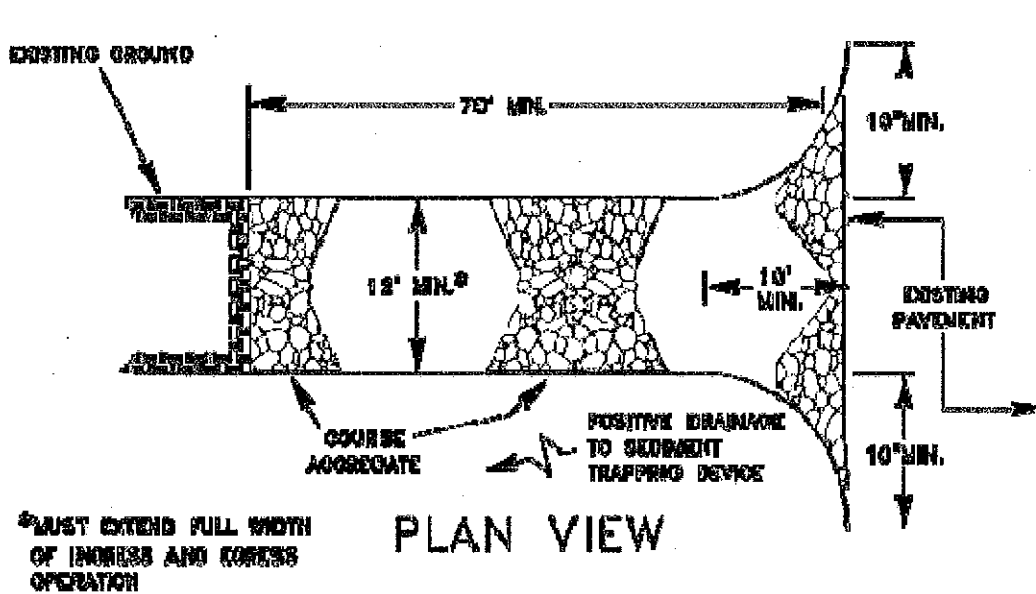
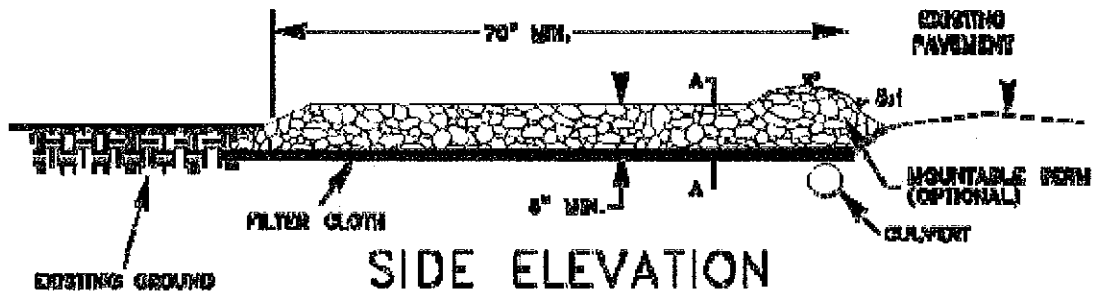


FIGURE 3.02.1

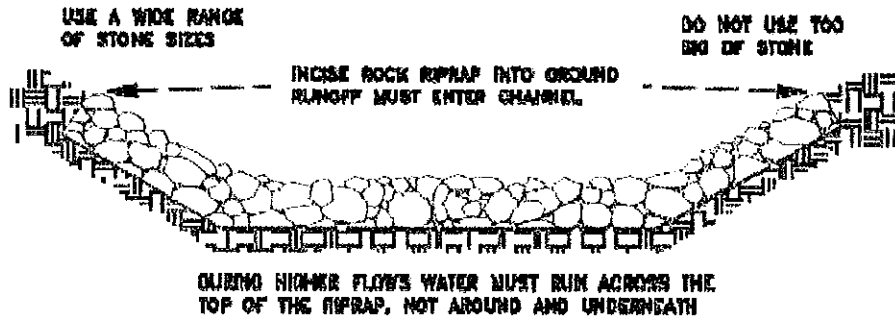
STONE CONSTRUCTION ENTRANCE



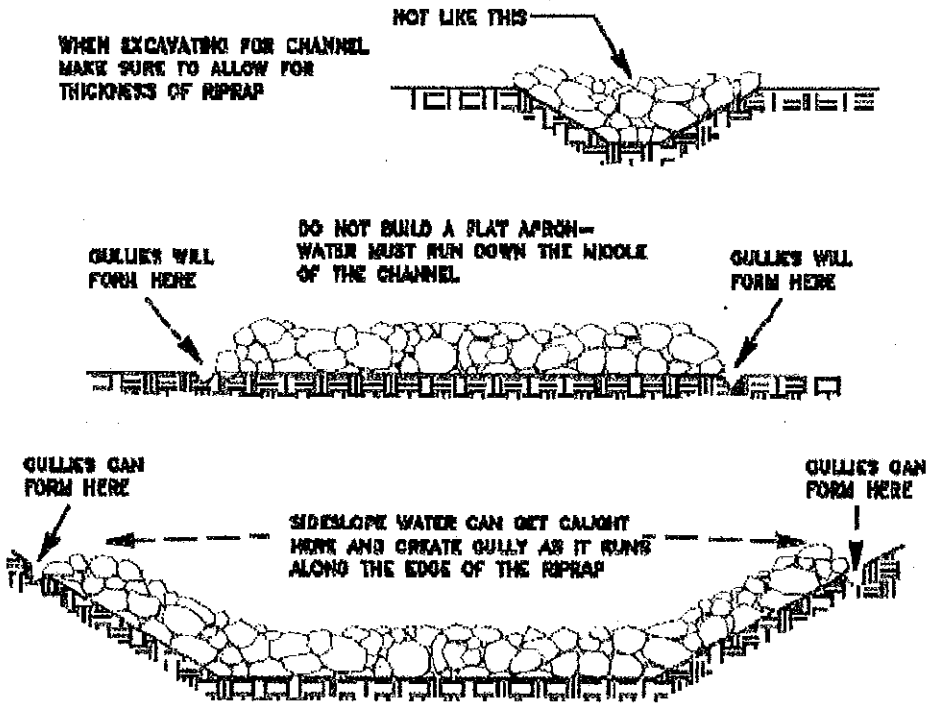
CONTENTS ADAPTED from 1993 Imperial Standards for 941 Curbs and Inlets and 942.1

FIGURE 3.15.3

RIPRAP DIVERSION



COMMON PROBLEMS



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14984
 Project: Three Fork

Bid Open Date: May 26, 2010
 Pre-Bid Date: April 28, 2010

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO
 Address: 511 50th STREET
CHAS WV
25304
 Phone #: 304 925 0253
 Fax #: 925-9230
 Email : Jody May@aol.com

Name : STAN SZABO
 Company: PRO CONTRACTING INC.
 Address: P.O. Box 2442
CLARKSBURG, WV 26302
 Phone# : 304 622-2400
 Fax # : 304 622-2410
 Email : PROCON.555@ma.rr.com

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 : GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC.
 Address: P.O. BOX 218
KENNA WV
25248
 Phone# : (304) 372-4378
 Fax # : (304) 372-4378
 Email : ADATE

Name : JACOB ANDERSON
 Company: Anderson Excavating Inc
 Address: 343 Williams Rd
Morgantown WV 26501
 Phone #: 304-983-2296
 Fax # : 304-983-4755
 Email : anderson@andersonexcavatinginc.com

Name : DON STAMM
 Company: LIME DOSEZ CONSULTING
 Address: P.O. BOX 2184
CLARKSBURG, WV 26302
 Phone# : 304-782-1037
 Fax # : same
 Email : INFO@LIME DOSEZ.COM

Name : Dan Vincent
 Company: Breakaway, Inc
 Address: 1075 Old Turnpike Rd
Sutton, WV 26601
 Phone #: 304-765-5317
 Fax # : 304-765-5389
 Email : break-inc@verizon.net

Name : LES POTEN
 Company: ASPEN CORP
 Address: 2400 RITNER DR
Daniels WV 25832
 Phone# : 304 763 4573
 Fax # : 304 763 4591
 Email : lpoten@aspengolf.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14984
Project: Three Fork

Bid Open Date: May 26, 2010
Pre-Bid Date: April 28, 2010

Name : DENNIS C. ELSON
Company: COWFIRE UP INC
Address: PO BOX 245
SIMPSON, WV 26435

Name : JASON M. FERNANDEZ
Company: J. Michael & Son Const. LLC
Address: 603 Water St
Bridgeport WV 26330

Phone #: 304-739-4397
Fax #: 304-739-4401
Email : DCE_COWFIREUP@C.EARTHWORKS.NET

Phone#: 304 669-0454
Fax #: 304 624-7830
Email : JMichael06@Verizon.net

Name : GARY LONG
Company: M'Court & Son Const.
Address: 390 Centralia Rd
Sutton WV 26601

Name : _____
Company: _____
Address: _____

Phone #: 304 765-5288
Fax #: 304 765-5293
Email : _____

Phone#: _____
Fax #: _____
Email : _____

Name : Don Klendt
Company: Utility Fabric Services, Inc.
Address: P.O. Box 1027
Clear Fork, PA 16830

Name : _____
Company: _____
Address: _____

Phone #: 412-874-0072
Fax #: 814-765-5698
Email : _____

Phone#: _____
Fax #: _____
Email : _____

Name : JAMES ALLEN
Company: JF ALLEN CO
Address: PO BOX 2019
Buckhannon WV 26201

Name : _____
Company: _____
Address: _____

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

Phone#: _____
Fax #: _____
Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14984
Project: Three Fork

Bid Open Date: May 26, 2010
Pre-Bid Date: April 28, 2010

Name : Michael Patrick
Company: Tom Pat Const.
Address: 518 Johnson Ave
Bridgeport WV
26330
Phone #: 304 842 2375
Fax # : _____
Email : TomPatConstruction@VERIZON.NET

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

Name : Mike Tenkors
Company: AQUAFIX
Address: 301 Maple Lane
Kingwood WV 26537
Phone #: 304-329-1056
Fax # : 304-329-1217
Email : MJJ@AQUAFIX.COM

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

Name : Bob Cowles
Company: Bob Transit
Address: 316 New River
Becky WV 26011
Phone #: 304-673-9788
Fax # : 304-253 4133
Email : Bob.Cowles@CMAA.COM

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

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

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