



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER
DEP15049

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
06/22/2010				

BID OPENING DATE: **06/29/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	962-73	<p>***** ADDENDUM NO. 2 *****</p> <p>ADDENDUM ISSUED FOR THE MALLORY REFUSE PILE PROJECT TO CLARIFY INFORMATION DISTRIBUTED IN ADDENDUM NO.1.</p> <p>PLEASE REMOVE PAGES 4-24 FROM ADDENDUM NO.1, THESE PAGES WERE INCORRECTLY ATTACHED TO ADDENDUM NO.1 AND DO NOT RELATE TO THIS PROJECT. ATTACHED ARE THE ONLY PAGES TO BE INCLUDED IN ADDENDUM NO.1</p> <p>BID OPENING DATE AND TIME REMAIN 06/29/2010 AT 1:30 PM</p> <p>***** NO OTHER CHANGES *****</p> <p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</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).

RFQ 15049
Mallory Refuse Pile
Addendum #1

- Item 1: Q) Does the site (material) balance?
A) Yes, material balances.
- Item 2: Q) Where is the soil borrow area?
A) A potential soil borrow area is identified on the plans, located above the coal refuse and below the access road, and adjacent to the concrete remnants. The potential soil borrow area is identified on drawing number E-E6.
- Item 3: Q) What is the Engineer's Estimate (4) for this project?
A) The estimate is \$272,498. However, please note that the channels are now required to be grouted riprap (instead of riprap) and this should raise the estimate slightly (estimate \$280,000 - \$290,000).
- Item 4: Q) What is the length of channel from the portal?
A) By scaling, the length of channel is approximately 70 ft. Please note that the conveyance pipes from the portal (by scaling, estimate to be 45 ft) discharge into channel 3 and channel 3 in turn discharges onto an energy dissipater. This may be seen on drawing number E-E7.
- Item 5: C) Material to be windrowed.
Please note that some on site material (trees, limbs, etc) will be windrowed and located as per WVDEP Engineer/Inspector designated location. The purpose is to try and eliminate/limit 4 wheeler (ATV) access to the site.
- Item 6: Q) What is the time for construction of this project?
A) The Contractor will have 90 days from the date of the Notice-to-Proceed to complete construction activities on the project. The \$250 per day liquidation 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.
- Item 7: Add the following to Section 7.2.1 of the Technical Specifications:
"All of the channels for the project shall have full penetration grout. The grout for the channels shall consist of a mixture of Portland cement, fine aggregate, and water so proportioned and mixed as to provide a readily pumpable slurry. Admixtures and/or a pozzolan may be used with the approval of the Engineer. The grout shall exhibit a compressive strength of 2,000 pounds per square inch at 28 days with specimens made and tested according to the provisions of ASTM C 31 and C 39.
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- Item 8: Add the following to Section 7.4 of the Technical Specifications:

“The grout and grouting of the channels shall be included in the per linear foot price for the channels.”

- Item 9: On Drawings E-E6, E-E7, E-E8, and E-E9, Note 1 shall be deleted.
- Item 10: Erosion control and sediment control shall be paid per the price for “Sediment Control”. Sediment control shall be silt fence. Erosion control (post construction) can be either silt fence or straw bales.
- Item 11: The Storm Water NPDES permit application has been submitted to WVDEP.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15049
Project: Mallory Refuse Pile

Bid Date: 6/29/10
Pre-Bid Date: 5/27/10

Name : W R Houck
Company: Pineville Paving
Address: PO Box 1290
Pineville WV 26287
Phone #: 304 732 8303
Fax #: 304 732 2855
Email : _____

Name : Robert Barnes
Company: Barnes Exc. Inc.
Address: P.O. Box 13384
Sissonville WV. 25360
Phone#: 304-984-1725
Fax #: 304-984-0074
Email : BARNSEXC@AOL.COM

Name : ANN WAROWELL
Company: EASTERN ARROW
Address: PO BOX 4108
CHARLESTON, WV
25364
Phone #: 304-414-0255
Fax #: 0256
Email : _____

Name : GEORGE FRESHOUR
Company: EAGLE EXCAVATION INC
Address: P.O. Box 218
KENNA, WV 26248
Phone#: (304) 372-4378
Fax #: (304) 372-4378
Email : NONE

Name : DENNIS C. ELBON
Company: CONCRETE UP INC
Address: PO Box 243
SIMPSON WV 26435
Phone #: 304-739-4397
Fax #: 304-739-4401
Email : DCE-CONCRETE@EARTHLINK.NET

Name : GARY LONG
Company: M'Court & Son Const.
Address: 2790 Centralia Rd
Sutton WV 26601
Phone#: 304 765-5288
Fax #: 304 765-5293
Email : _____

Name : Jesse H Rupe
Company: Level Land Develop
Address: PO BOX 975
SOPHIA WV 25921
Phone #: 304-573-9072
Fax #: _____
Email : _____

Name : David H. Bowman
Company: GREEN MOUNTAIN Co.
Address: 511 50th Street
Chas WV 25304
Phone#: 304 925 0253
Fax #: 925 9230
Email : Jody Mye@AOL.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15049
 Project: Mallory Refuse P.le

Bid Date: 6/29/10
 Pre-Bid Date: 5/27/10

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

Name : Dele Thru
 Company: Thaxton Const Co Inc
 Address: PO Box 13279
Charleston 25360

Phone #: 304-763-4573
 Fax #: 304-763-4591
 Email : lboLEN@aspEN-gp.com

Phone# : 304 984 2294
 Fax # : 304 984 2334
 Email : _____

Name : Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO Box 13015
Jissonville, WV
25260

Name : [Redacted]
 Company: _____
 Address: _____

Phone #: 304-984-1115
 Fax #: 984-2770
 Email : RCarpent103@aol.com

Phone# : _____
 Fax # : _____
 Email : _____

Name : CHRIS HARMAN
 Company: Selco Construction Services
 Address: 109 Indian Hills
CEDAR BLUFF VA.

Name : Joe Wiseman
 Company: Wiseman Excavating
 Address: Liberty WV 25124

Phone #: 276-880-2300
 Fax #: 304-732-7660
 Email : WWW.SelcoConstruction.com

Phone# : 304-586-3736
 Fax # : 304-586-3789
 Email : _____

Name : Brian Hoard
 Company: Breakaway Const.
 Address: 1075 Old Turnpike RD
Sutton WV 26061

Name : _____
 Company: _____
 Address: _____

Phone #: 304-765-5187
 Fax #: 304-768-5137
 Email : _____

Phone# : _____
 Fax # : _____
 Email : _____