



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
 DEP15056

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
06/15/2010				

BID OPENING DATE: 07/08/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE MINISTERS RUN PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, Q/A, REVISED DRAWINGS & SPECS, AND THE REVISED BID SCHEDULE AS A RESULT OF THE MANDATORY PRE-BID MEETING ON 06/03/2010.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/08/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15056 ***** TOTAL: _____						

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 15056

Ministers Run Structures

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. 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 at the outer construction limits along the access road and the Ministers Run Creek. The silt fence shall run from the upper end of the project to the intersection of CR 25. This will require 800 lf of silt fence which is an increase of 440 lf over the original plan quantity. The silt fence shall be install prior to beginning construction and shall remain until the project work is completed. There will be no change in quantity on the existing bid sheet. The permit will also require the installation of the stoned construction entrance into the site. The stoned construction access shall be 50 foot in length and 12 foot in width. The stoned access will require stabilization fabric and will have 3" of #1 stone and shall be capped with 3" of 1 1/2" Crusher Run stone. The stoned construction access shall be incidental to Section 4 Site Preparation.
2. Item 9.2 Concrete Cap (Shaft Cover) has a change in the bid sheet quantity. The original quantity on the bid sheet was 40 cy and will now read 105 cy.
3. There is a metal sign frame located at the entrance of the project. This sign frame is to be removed and any area disturbed during its removed revegetated according to Section 6.0 Revegetation.

Questions:

1. Q. Where is the location of the 100 lf of underdrain described in Section 11 Underdrain of the specifications?
 - A. The underdrain was placed in the plans if any wet areas were encountered during construction. The location, if needed, will be determined by the Engineer at time of construction.

2. **Q.** Can the concrete on the project site be buried?
A. Yes. The concrete shall be handled as per Section 8.1 of these specifications.
3. **Q.** Can any material be burned on site?
A. Yes. Any natural vegetation or untreated wood can be burned on-site with the approved paperwork for a burning permit. Any material such as rubber, pressure treated wood or creosoted treated wood must be disposed of at an approved waste disposal site.
4. **Q.** Will there be any work performed inside of the vertical mine shafts?
A. No. All work at the mine shafts will be completed at the exterior surface location.
5. **Q.** Can we use the small bridge that provides access over Ministers Run creek?
A. No. This bridge is out of the construction limits and cannot be used for equipment or small vehicle access.
6. **Q.** What do we need to do with the drums on site?
A. The drums are empty and can be taken to an approved offsite disposal location.
7. **Q.** Are there any underground utilities on the site?
A. No. There is still the requirement to contact Miss Utility to insure that none exist.
8. **Q.** Is there any asbestos on the site and if any is encountered how will the removal be paid?
A. There is no known asbestos on the site. If asbestos is encountered during the pre-demolition inspection the removal will be paid on invoice of the actual cost of the removal. An estimate from an approved asbestos removal company will be required and must be approved by the Engineer prior to any work being performed. Once the estimate is approved and the work completed payment shall be for the cost of the removal only. There will be no markup on the submitted invoice and only the amount on the approved invoice shall be paid. This payment shall be made through the normal change order process and may delay payment for 4 to 6 weeks from the payment submittal date.

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

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.

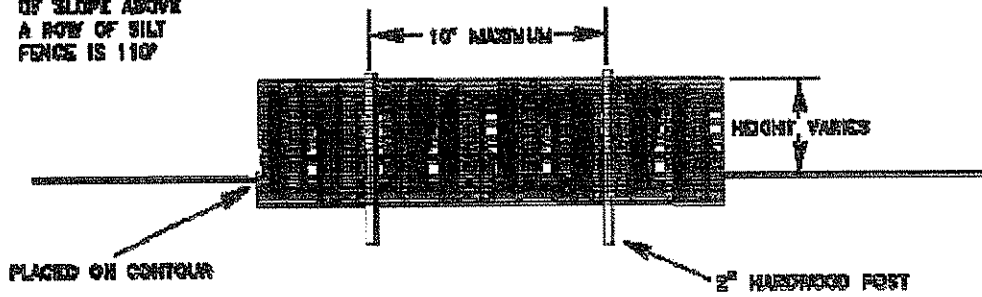
EROSION & SEDIMENT CONTROL CONSTRUCTION SEQUENCE

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.

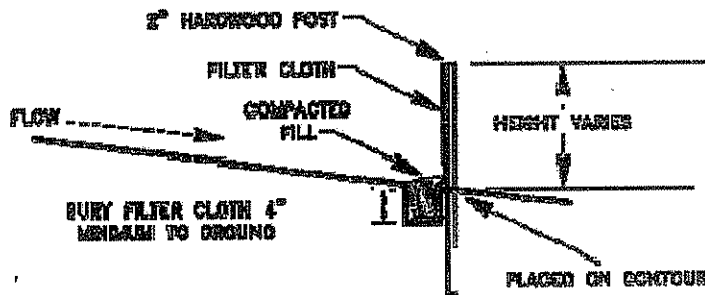
FIGURE 3.27.2

SILT FENCE

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



FRONT ELEVATION



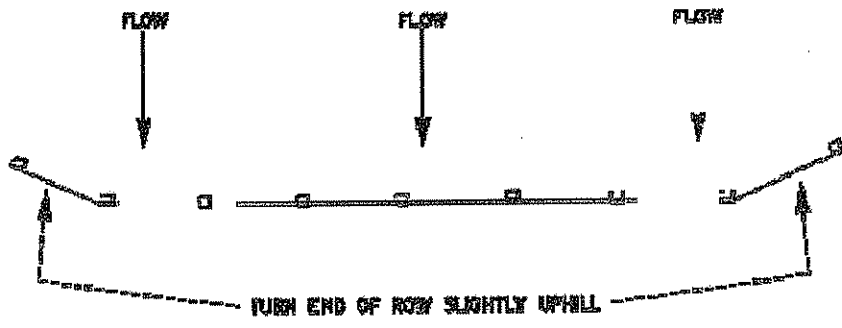
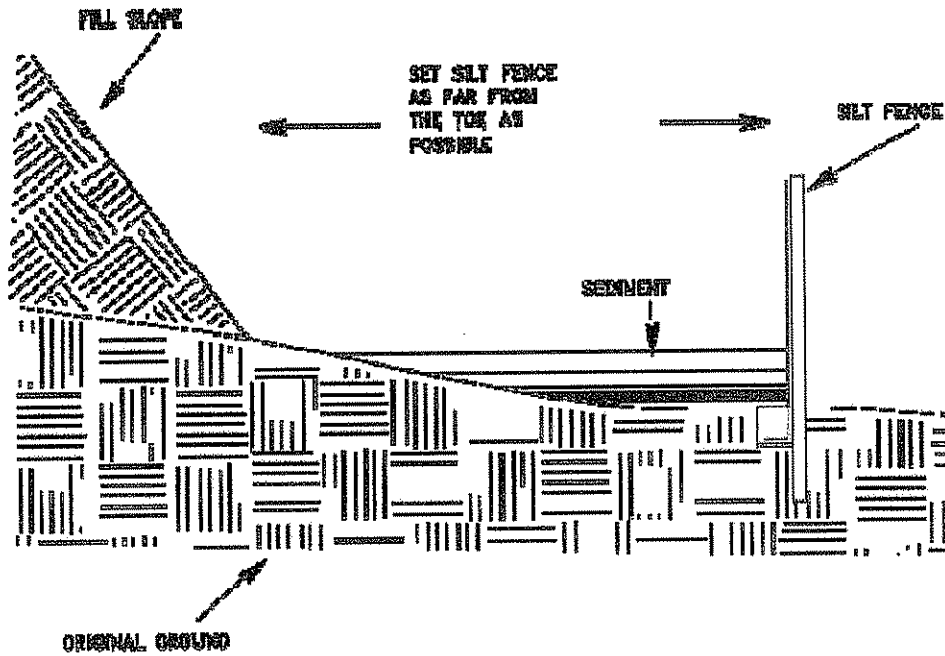
SIDE ELEVATION

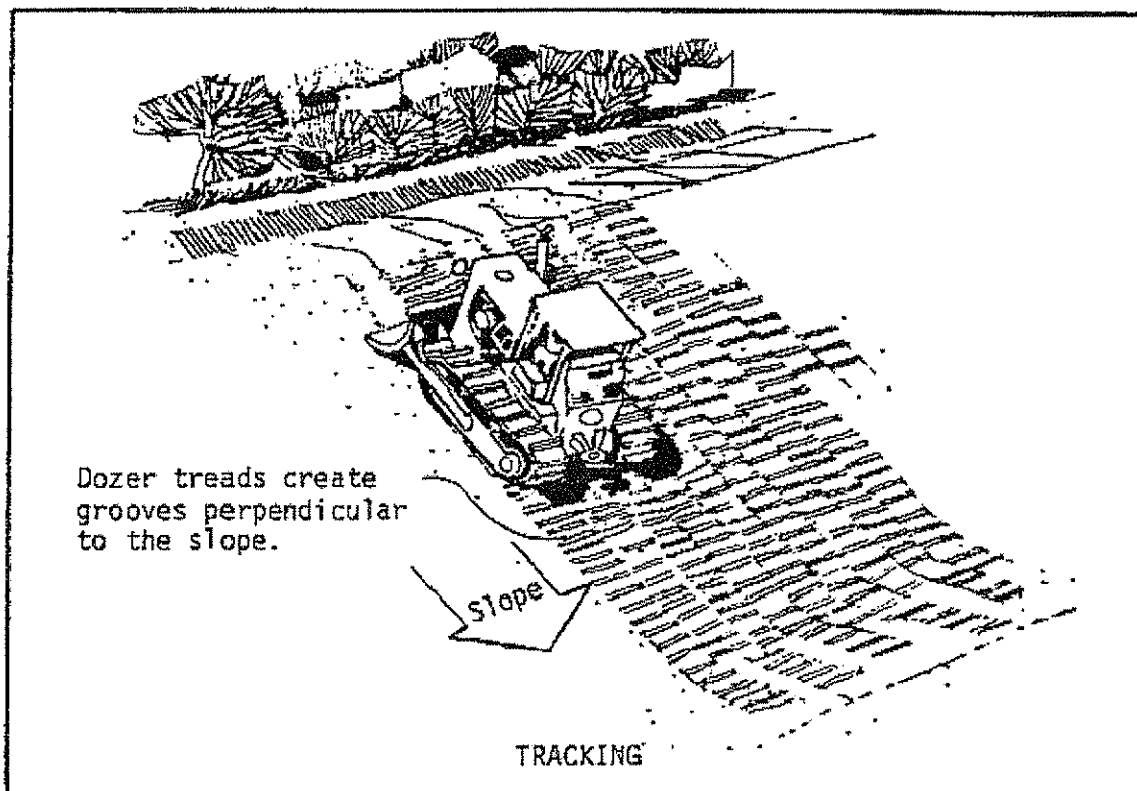
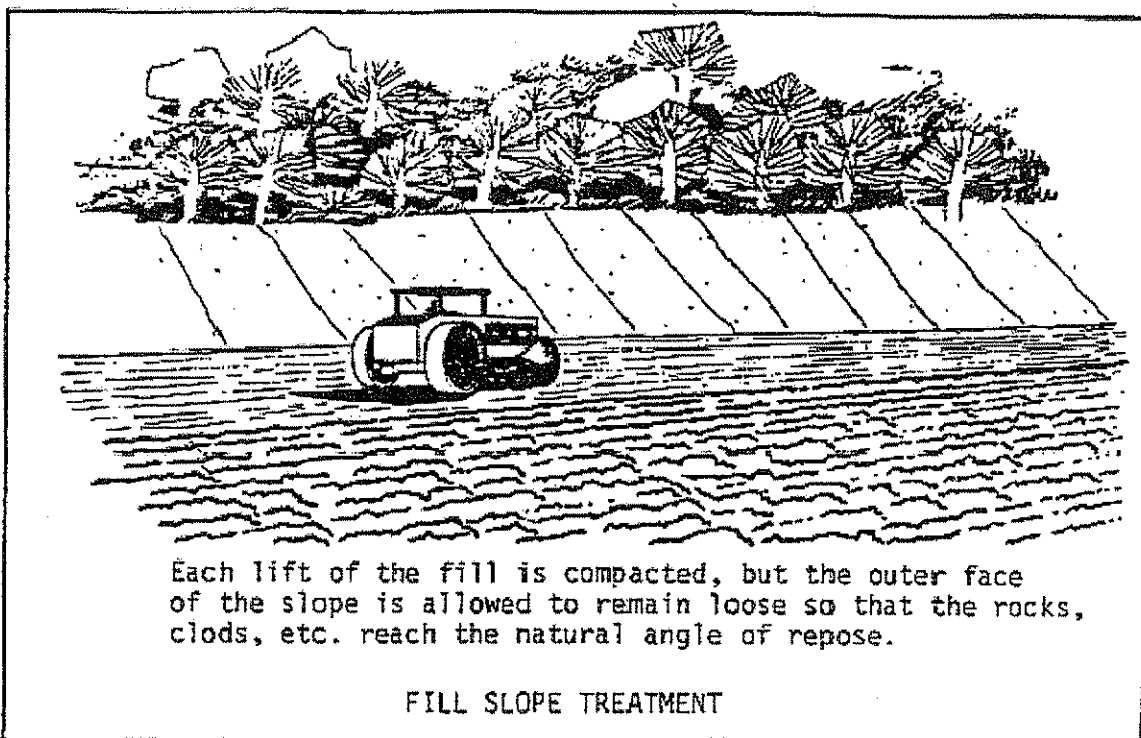


TOP VIEW

FIGURE 3.27.1

PLACEMENT OF SILT FENCE





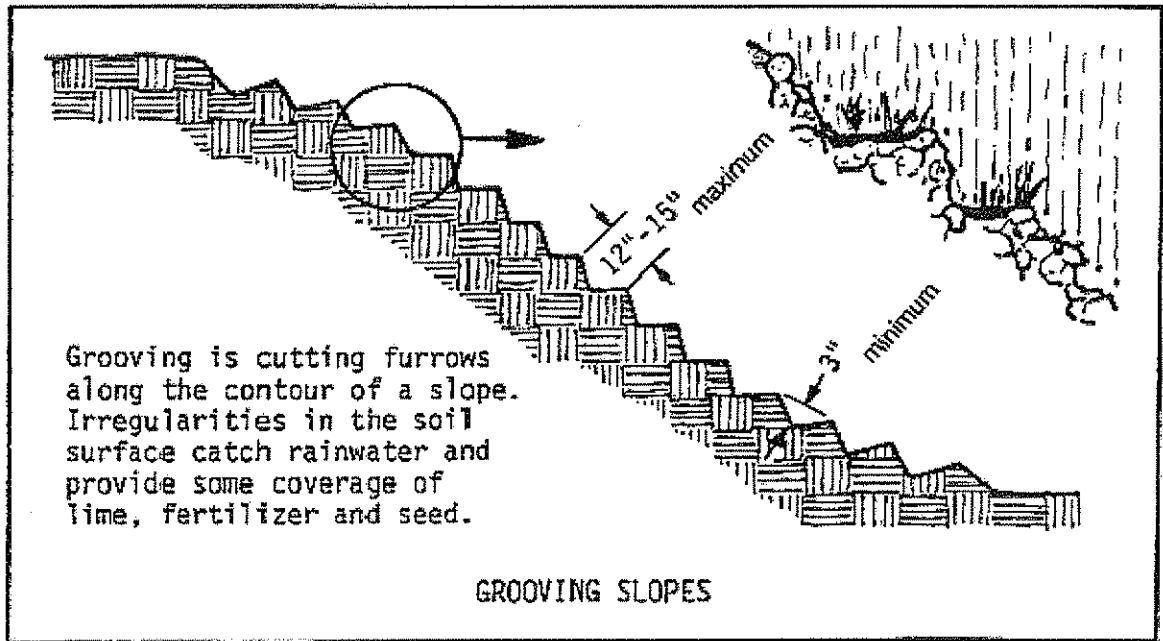
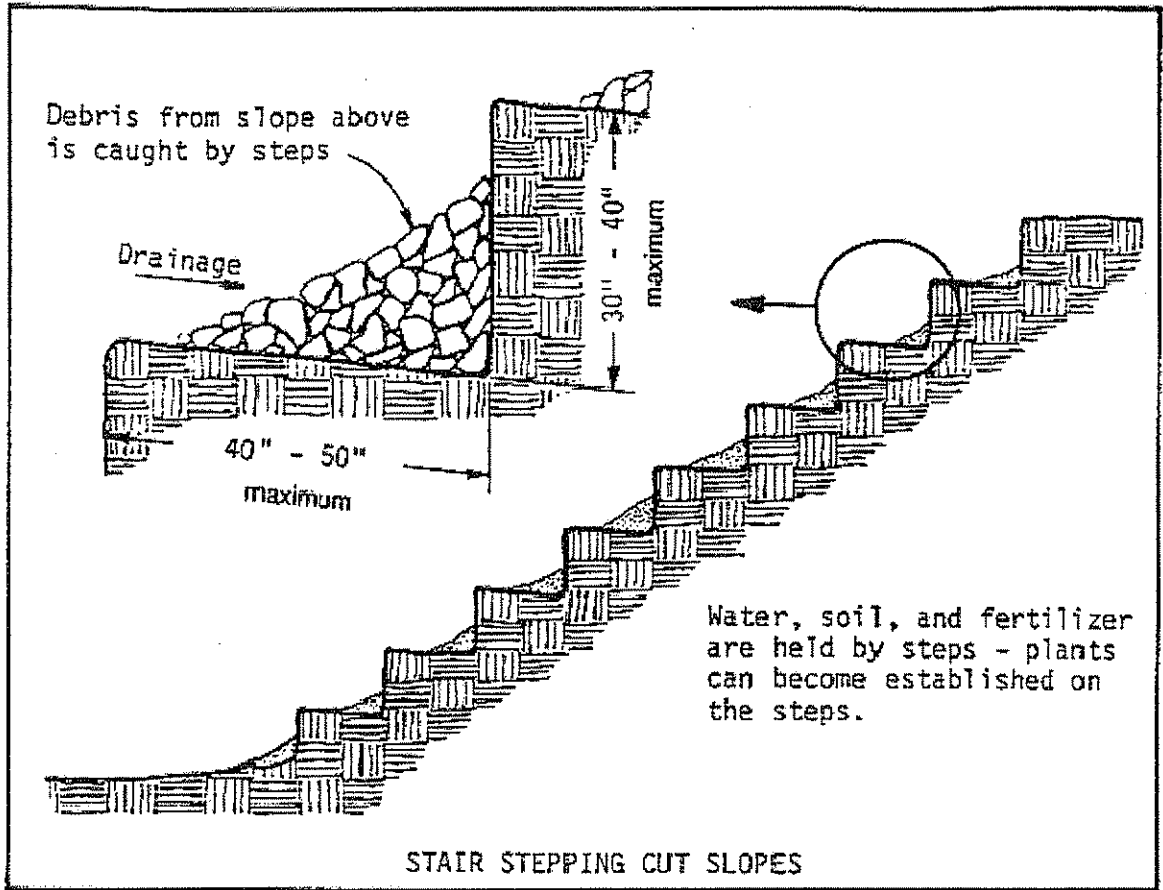
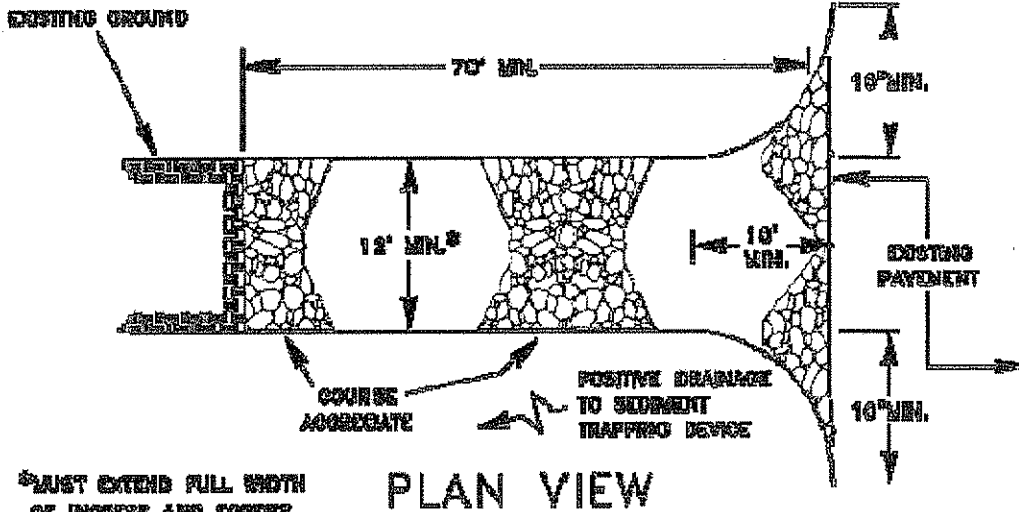
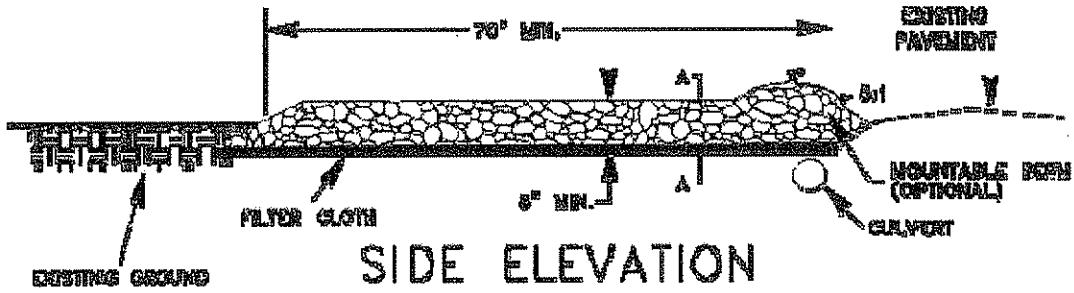
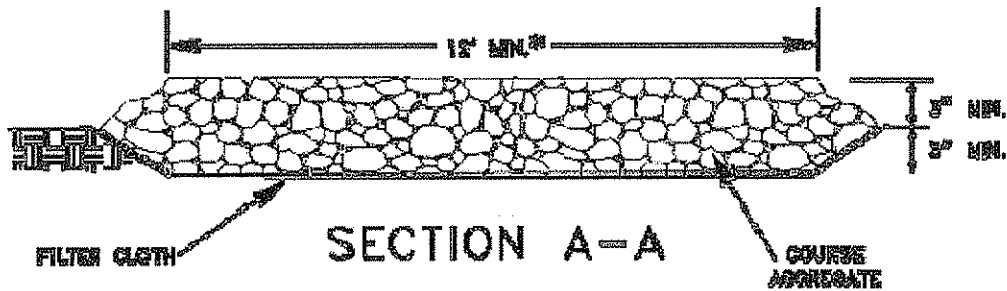


FIGURE 3.02.1

STONE CONSTRUCTION ENTRANCE



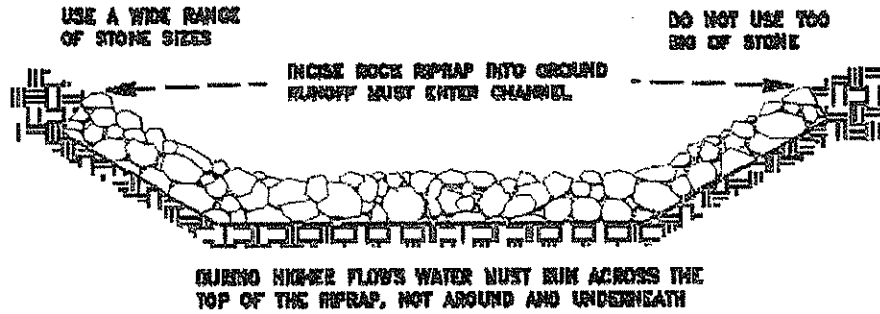
*MUST EXTEND FULL WIDTH OF INGRESS AND EGRESS OPERATION



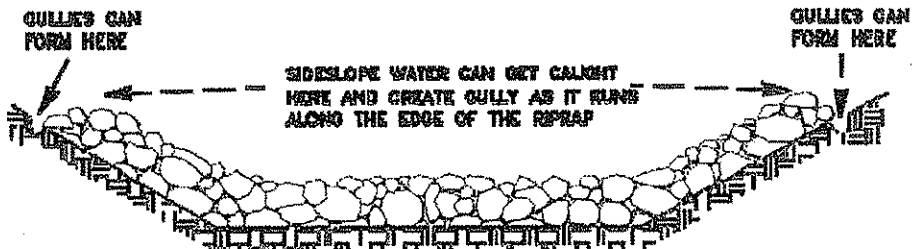
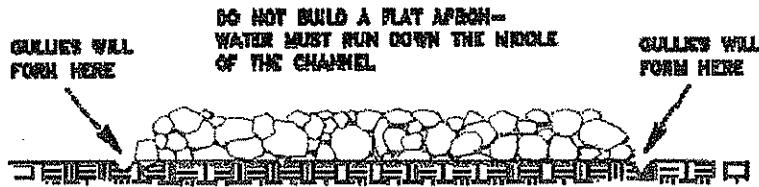
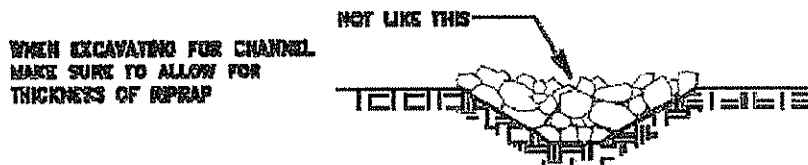
DESIGNED ADAPTED from 1981 National Standards for Safe Drinking Water Act and California Code of Regulations and Vol. 0502

FIGURE 3.15.3

RIPRAP DIVERSION



COMMON PROBLEMS



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15056
 Project: Ministers Run

Bid Date: July 8, 2010
 Pre-Bid Date: June 3, 2010

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

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

Name : Baker Excavating
 Company: Ed Baker
 Address: PO Box 1163
Dellslow WV 26531

Phone #: 304 282 -1470
 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 Maye AOL.com

Name : JAMES ALLEN
 Company: JF ALLEN CO
 Address: PO Box 2019
Bethannon WV 26201

Phone #: 304 472 8890
 Fax # : 304 472 8897
 Email : _____

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

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

Name : JACOB MADEL
 Company: Anderson Excavating llc
 Address: 343 Williams Rd
Morgantown, WV 26501

Phone# : 304-983-2296
 Fax # : 304-983-4755
 Email : r.anderson@andersonexcavatingllc

Name : Patrick Weimer
 Company: SCSL Co-Leasing Corp. Inc.
 Address: 8 Hunter Zone Rd.
Fairmont WV
26554

Phone# : 304-290-4608
 Fax # : 304-296-8252
 Email : jslaurita@yahoo.com

Name : Don Wendt
 Company: Utilities Forestry Svc
 Address: P.O. Box 1027
Clearfield, PA 16830

Phone# : 412-874-0072
 Fax # : 814-765-3698
 Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15056
Project: Ministers Run

Bid Date: July 8, 2010
Pre-Bid Date: June 3, 2010

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

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

Name : LES BOLEN
Company: ASPEN CORP
Address: 2400 RITTER DR
Daniels WV 25832
Phone #: 304-763-4573
Fax #: 304-763-4591
Email : lboled@aspen-golf.com

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

Name : Spencer W. Hill
Company: Cowgirl Up Inc
Address: PO Box 243
Simpson, WVa 26435
Phone #: 304 739 4397
Fax #: 304 739 4401
Email : _____

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

Name : Steve Solomon
Company: Solo Crane Inc.
Address: 194 W Park Ave
Westover, WV 26501
Phone #: 304-288-0820
Fax #: 304 296 4971
Email : _____

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