



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
 DEP15082

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

PROPERTY

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
08/09/2010				

BID OPENING DATE: 08/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE ST. CLAIRS PORTAL PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE COMMENTS, AND REVISED BID SCHEDULE RESULTING FROM THE MANDATORY PRE-BID MEETING ON 07/13/2010.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 08/10/10 TO 08/24/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15082 ***** 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 15082

St. Clair Portals Project

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 thickness of riprap for riprap channels shall be 1.5 (D_{50}) of the riprap; e.g., thickness = 18" for 12" riprap, thickness = 27" for 18" riprap.
2. The contractor shall follow the requirements for sediment control as set forth in the NPDES Stormwater Permit for construction of the project.
3. Rock check dams and sumps are to be left in place until adequate vegetation, as determined by the West Virginia Department of Environmental Protection (WVDEP), has been established. The contractor is responsible for removal and disposal of the sediment control structures upon completion of the project within the allowable number of days.
4. The contractor shall submit a Dewatering Plan to the WVDEP prior to installation of mine seals.
5. The project shall be bid in accordance with the attached revised Bid Schedule.

The Contractor shall have 240 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 240 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

St. Clair Portals
Requisition DEP15082
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 10% of Total Bid)	LS	
			Sediment and Erosion Control		
5.1	8,857	LF	Silt Fence		
5.2	3,243	LF	Super Silt Fence		
5.3	8	Ea	Sumps		
5.4	10	Ea	Rock Check Dams		
5.5	4225	LF	6' Riprap Vee Ditch (Diversion Ditches, Sediment Contol)		
5.6	2325	LF	12" Riprap Ditch (Diversion Ditches, Sediment Control)		
6.0	48	AC	Revegetation		
7.1	310	LF	12" Riprap Channel (2' Bottom)		
7.2	299	LF	12" Riprap Channel (4' Bottom)		
7.3	529	LF	12" Grouted Riprap Channel (2' Bottom)		
7.4	1,133	LF	12" Riprap Vee Ditch		
7.5	1,321	LF	18" Riprap Vee Ditch		
7.6	26	LF	12" Grouted Riprap Vee Ditch		
7.7	985	LF	Riprap Bottom Stream Channel (6' Bottom)		
7.8	450	LF	Riprap Bottom Stream Channel (12' Bottom)		
7.9	3	Ea	Cross Vanes		
7.10	1	Ea	Stream Crossings		
7.11	3,000	LF	Reinforcement Matting		
8.1	111,655	CY	Unclassified Excavation		
8.2	1	LS	Subsidence Cracks	LS	
9.1	17	Ea	Wet Mine Seal		
9.2	4,435	LF	12" Conveyance Pipe		
9.3	160	BG	Soda Ash Briquettes (50#)		
11.1	1981	LF	Underdrain (A-2000 Perf. Pipe)		
11.2	16	Ea	12" Cleanout		
12.1	105	TN	Stone Driveway Repair		
12.2	2	Ea	Gates		
			TOTAL		

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 15082
Project: ST. CLAIR PORTALS

Bid Date: 8/10/10
Pre-Bid Date: 7/13/10

Name : MIKE WARDWELL
Company: EASTERN ARROW
Address: PO 4108
Charleston WVA

Name : Spencer C Wooddell
Company: COWGIRL LP INC
Address: PO BOX 243
SIMPSON, WVA 26435

Phone #: 304 414 0255
Fax # :
Email : EASTERN ARROW at hotmail

Phone# : 304 739 4397
Fax # : 304 739 4401
Email : sew.computer@earthlink.net

Name : LEE PRESOTT
Company: T.P.C. Inc.
Address: Rt 1 Box 80
Frame town WV. 26623

Name : Brian Cantrell
Company: ANDERSON EXCAVATING LLC
Address: 343 WILLIAMS RD
MORGANTOWN, WV 26501

Phone #: 304 765 2842
Fax # :
Email : ljpres@ gmail.com

Phone# :
Fax # :
Email :

Name : Don Vincent
Company: Breakaway, Inc
Address: 1075 Old Turnpike Rd.
Sutton, WV 26601

Name : ROBERT BYVSI
Company: SCIL CO - LEASING CORP
Address: 8 HUNTER ZANE ROAD
FAIRMONT WVA. 26554

Phone #: 304 - 765 - 5317
Fax # : 304 - 765 - 5389
Email : Breakaway_inc @ Verizon.net

Phone# : 304 290 4608
Fax # : 304 294 8252
Email : J S LAURITA YAPCOO COP

Name : GARY LONG
Company: M Court & Son Const.
Address: 2790 Centralia Rd
Sutton WV 26601

Name : ATC ASSOC.
Company: MIKE FURBER
Address: BARKINGTON

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

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 15082
Project: ST. CLAIR PORTALS

Bid Date: 8/10/10
Pre-Bid Date: 7/13/10

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN
Address: 511 50TH STREET
CHAS WV 25304

Name : _____
Company: _____
Address: _____

Phone #: 304 925 0253
Fax #: 925 9230
Email : Jody Mayc@OL.COM

Phone# : _____
Fax # : _____
Email : _____

Name : Tim Derrah
Company: CTL Engineering
Address: _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____

Phone# : _____
Fax # : _____
Email : _____

Name : Ashley Atkins
Company: Aspen Corporation
Address: 2400 Ritter Drive
Daniels WV 25832

Name : _____
Company: _____
Address: _____

Phone #: 304-763-4573
Fax #: 304-763-4591
Email : jardkins@aspen-golf.com

Phone# : _____
Fax # : _____
Email : _____

Name : JAMES ALLIEN
Company: JFALLIEN CO
Address: PO BOX 2049
Buckhannon WV
26201

Name : _____
Company: _____
Address: _____

Phone #: 304 472 8890
Fax #: 304 472 8897
Email: JAMES.ALLIEN@JFALLIENCO.COM

Phone# : _____
Fax # : _____
Email : _____