



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
 DEP15112

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
08/09/2010				

BID OPENING DATE: 08/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE GEORGES CREEK PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, Q/A, REVISED SPECIFICATIONS & BID SCHEDULE RESULTING FROM THE MANDATORY PRE-BID MEETING ON 07/22/2010.						
BID OPENING DATE AND TIME REMAIN 08/19/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
0002		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).

DEP15112
Georges Creek Portals
Addendum # 1

Item 1: Work will be limited to 7 a.m. – 7 p.m., with no work allowed on Sundays or major holidays.

Item 2: The contractor will have 120 days from the date of the Notice to Proceed to complete construction activities on all phases of the project, with the exception of the bat gate mine seal. The \$250 per day liquidated damage clause will be in effect after the 120 days. The Contractor will have 365 days from the date of the Notice to Proceed to complete the remaining bat gate mine seal (Note: the 365 day time period applies to the bat gate mine seal only). The total performance period for the project will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 3: Section 13.0, Traffic Control has been added to the technical specifications.

Item 4: Plan Sheet 9 has been modified to reflect additional underdrain. The revised sheet is included as a part of this addendum.

Item 5: The contractor's bid sheet has been modified to show the increased quantity of 8-inch underdrain (increased from 100 L.F. to 300 L.F.).

Item 6: For clarification purposes: 180 gallons of polyurethane foam are estimated for the eight foam mine seals. Contractor will be paid for actual number of gallons used. (Approximately 2.3 gallons of polyurethane foam are equivalent to nine cubic feet.)

Item 7: Q) How thick is the layer of stone that goes under the foam mine seals?

A) Please refer to Plan Sheet 23 for details. The proposed stone drain is 6 inches thick x 12 inches wide (No. 57 stone). The costs associated with the stone drain are considered incidental to Item 9.4, Foam Mine Seal.

Item 8: Q) At Portal No. 20, do we need to preserve the existing cistern?

A) No.

Item 9: Q) Are there provisions in the plans for installing a "modified" wet seal?

A) Yes. Please see Plan Sheet 22 for details.

Item 10: Q) At Portal No. 22, does the existing out building get moved?

- A) It is not anticipated that the building will need to be moved. Plans do not indicate moving or disturbing the building.

Item 11: Q) Is there a separate bid item for blacktop to repair driveways?

- A) No. Please refer to Specification 4.1.3, Access Road Construction.

Item 12: Q) Do the utilities along Snowbird Drive have to be relocated?

- A) It is not anticipated that these utilities will have to be relocated. Please refer to Section 10.0 of the Specifications (Utilities).

13.0 TRAFFIC CONTROL

13.1 Description

This work shall consist of all necessary measures to maintain and to protect traffic; to protect the work in progress; to protect adjacent property from excess dust resulting from the construction area, and to maintain traffic through, around, or adjacent to the construction area, in accordance with these specifications or as directed by WVDEP.

13.2 Materials

All materials used for traffic control shall be in accordance with the current WV Division of Highways Manual “**Traffic Control for Streets and Highway Construction and Maintenance Operations.**”

13.3 Construction Methods

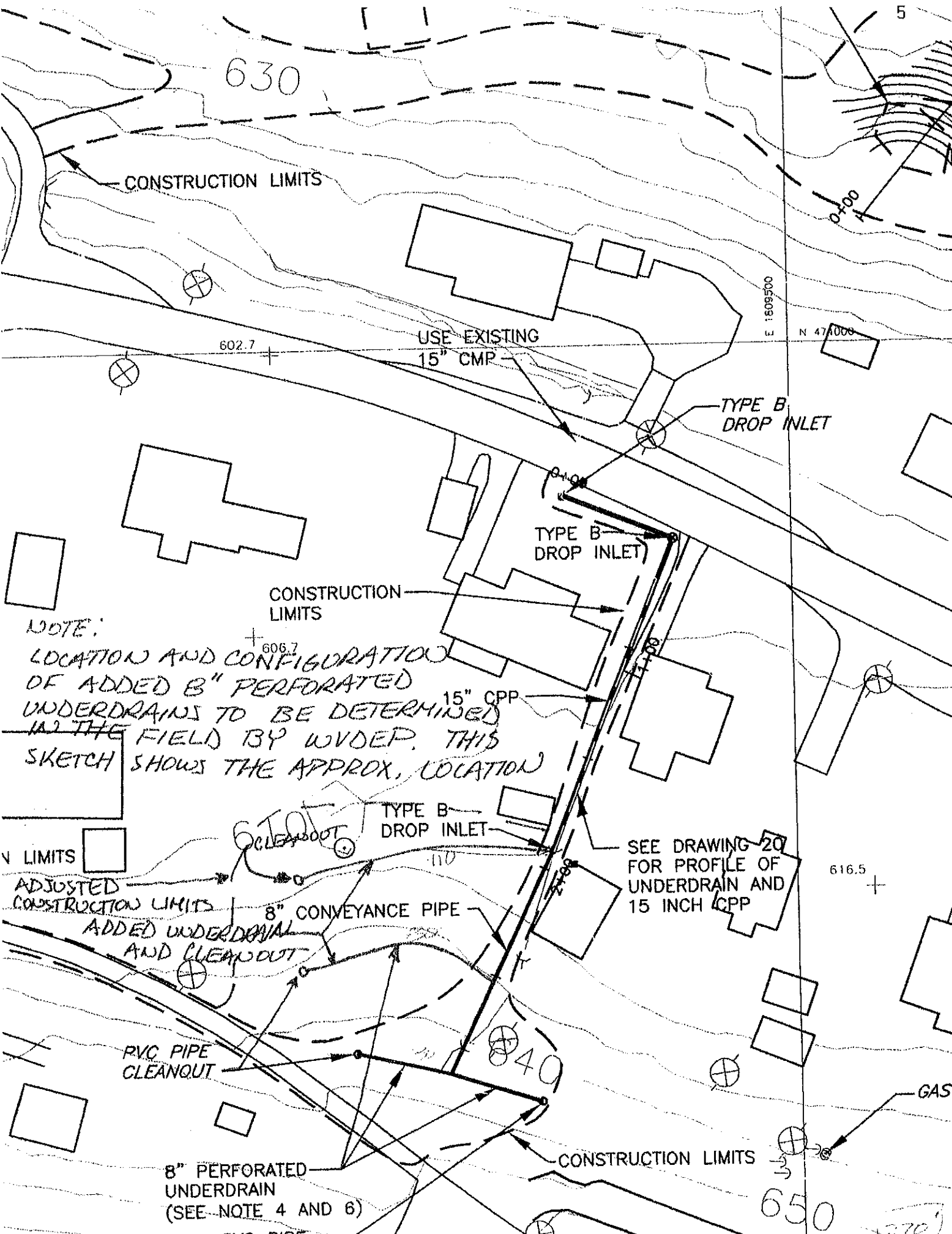
Control and protection of traffic through work areas shall comply with the current WV Division of Highways Manual “**Traffic Control for Streets and Highway Construction and Maintenance Operations**”. Traffic control plans will be required during open cut pipe crossing operations. Also, an entrance permit may be required for where construction activities encroach upon the WVDOH Right-of-Way.

The Contractor shall be responsible for developing a traffic control plan that complies with the West Virginia Division of Highways (WVDOH) requirements. A copy of the traffic control operational plan and WVDOH approval of said plan shall be submitted to the WVDEP Representative for approval prior to its implementation. Access to residences shall be maintained during construction. The Contractor shall give the WVDOH seven (7) working days notice prior to the beginning of open cut pipe crossing operations so the public can be made aware of forthcoming construction activities.

13.4 Method of Measurement

The method of measurement for determining the quantity of work done as described above for Traffic Control work will not be a separate pay item, but will be considered incidental to all other work associated with the construction of this Project as described in these Specifications, and as shown as on the Plans.

Permit fees and other miscellaneous associated costs associated with and required for any Traffic Control work shall also be considered incidental to all other work associated with the construction of this Project as described in these Specifications, and as shown on the Plans. No separate pay item exists for Traffic Control work.



630

CONSTRUCTION LIMITS

USE EXISTING
15" CMP

TYPE B
DROP INLET

TYPE B
DROP INLET

CONSTRUCTION
LIMITS

NOTE:
LOCATION AND CONFIGURATION
OF ADDED 8" PERFORATED
UNDERDRAINS TO BE DETERMINED
IN THE FIELD BY WWD/EP. THIS
SKETCH SHOWS THE APPROX. LOCATION

TYPE B
DROP INLET

SEE DRAWING 20
FOR PROFILE OF
UNDERDRAIN AND
15 INCH CPP

ADJUSTED
CONSTRUCTION LIMITS

8" CONVEYANCE PIPE

PVC PIPE
CLEANOUT

8" PERFORATED
UNDERDRAIN
(SEE NOTE 4 AND 6)

CONSTRUCTION LIMITS

PVC PIPE
CLEANOUT

GAS

650

REVISED per Addendum No. 1

Georges Creek Portals

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.	QUANTITY		DESCRIPTION	UNIT PRICE	AMOUNT
1.0	1	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)		\$
2.0	1	LS	Construction Layout Stakes (Limited to 5% of Total Bid)		\$
3.0	1	LS	Quality Control (Limited to 3% of the Total Bid)		\$
4.1	1	LS	Site Preparation (Limited to 10% of Total Bid)		\$
4.2	50	TN	Gravel Road Rehabilitation		\$
5.0	200	LF	Sediment Control		\$
6.0	7	AC	Revegetation		\$
7.1	300	LF	3-foot Grouted Riprap Channel		\$
7.2	300	LF	18-inch CPP		\$
7.3	200	LF	15-inch CPP		\$
7.4	8	EA	Type "B" Drop Inlets		\$
9.1	6	EA	Wet/Modified Mine Seal		\$
9.2	1	EA	Bat Gate Mine Seal		\$
9.3	12	EA	Dry Mine Seal		\$
9.4	180	GAL	Foam Mine Seal		\$
9.5	325	LF	Conveyance Pipe		\$
9.6	250	EA	Soda Ash Briquettes		\$
11.1	300	LF	8-inch Underdrain		\$
11.2	120	LF	8-inch Underdrain Conveyance Pipe		\$
11.3	170	LF	12-inch Underdrain		\$
TOTAL					\$

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # :

DEP15112

 Project :

Georges Creek Portals

Pre-Bid Date:

7/22/2010

 Bid Opening Date:

8/19/2010

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

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

Name: Ann Warkwell
 Company: EASTERN ARROW
 Address: PO BOX 4108
CHARLESTON WV
 Phone #: 304-414-0255
 Fax #: 0256
 Email: easternarrow@hotmail.com

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: DENNIS DUNHAM
 Company: FOAM CONCEPTS
 Address: _____
CLOQUET, MN
 Phone #: 800-556-9641
 Fax #: 877-327-1196
 Email: ddunham@foamconceptsllc.com

Name: Charles Hollingsworth
 Company: Aspen Corporation
 Address: 2400 Ritter Drive
Daniels W.V. 25831
 Phone #: 304-763-4573
 Fax #: 304-763-4591
 Email: Jadkins@aspen-golf.com

Name: DENNIS C. ELBORN
 Company: COWGIRL UP INC
 Address: PO BOX 243
SIMPSON, WV 26435
 Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email: DCE-COWGIRLUP@EASTMOUNTAIN.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # :

DEP15112

 Project :

Georges Creek Portals

Pre-Bid Date:

7/22/2010

 Bid Opening Date:

8/19/2010

Name: Trevor Thaxton
 Company: Thaxton Construction
 Address: P.O. 13379
Charleston WV, 25360
 Phone #: (304) 984-2299
 Fax #: (304) 984-2334
 Email: _____

Name: Chris HARRISON
 Company: Selco Contractors
 Address: Pinehill WVA.
 Phone #: 304-732-7679
 Fax #: _____
 Email: WWW.Selco.com

Name: BRAD WISEMAN
 Company: WISEMAN EXCAVATING
 Address: ATI Box 190 LIBERTY
WV 25124
 Phone #: 304 586 3736
 Fax #: 304-586-3789
 Email: _____

Name: Nichole Beany
 Company: Carpenter Reclamation
 Address: P.O. Box 13015
SISSONVILLE WV 25336
 Phone #: 304-984-1115
 Fax #: 304-984-2770
 Email: RCarpenter@103.com

Name: JONATHAN JONES
 Company: BREAKAWAY INC.
 Address: 1075 OLD TURNPIKE RD.
SUTTON WV 26601
 Phone #: 304-765-5317
 Fax #: 304-765-5389
 Email: _____

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

Name: Chris Nam
 Company: Cleco Corp.
 Address: Rosedale VA.
 Phone #: 276-880-1034
 Fax #: _____
 Email: WWW.ClecoCorp.com

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