



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
DEP15307

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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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
03/17/2011				

BID OPENING DATE: **04/07/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE DAVY BRANCH (MORRIS) PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE REVISIONS TO THE SPECIFICATIONS, Q/A, AND ATTACHED SKETCH RESULTING FROM THE MANDATORY PRE-BID MEETING ON 03/08/2011.</p> <p>BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/07/11 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p> <p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>***** THIS IS THE END OF RFQ DEP15307 ***** TOTAL: _____</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).

Req # DEP 15307
Davy Branch (Morris) Portals
Addendum #1

REVISIONS TO SPECIFICATIONS

ARTICLE II – BIDDING INFORMATION – 8.0 TIME OF COMPLETION AND LIQUIDATED DAMAGES – Add “The Contractor will have 120 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 120 days. However, the total performance period will be 365 days from the date of the Notice-to-Proceed for invoicing purposes.”

Specification 7.2.2 – Stone – Now reads “Rock for riprap and splash pads shall consist of hard durable sandstone or limestone and shall have a d50 of 12-inches.” Revise to read “Rock for riprap, splash pads and 12” diameter pipe outlet rock riprap slope protection shall consist of hard durable sandstone or limestone and shall have a d50 of 12-inches.”

Specification 7.5 – Pay Item 7.3 – Now reads “1 ½” Rock Riprap Channel”, per linear foot”. Revise to read “1 ½’ Rock Riprap Channel”, per linear foot”.

Specification 8.1 – First paragraph – Eliminate the last sentence “The existing bench between the residences and the mine seals shall be repaired to the existing contour.”

Specification 8.3 – Now reads “Any water discharged during mine seal installation shall meet minimum effluent standards as set forth by West Virginia Surface Mining Regulations.” Revise to read “Any water discharged during mine seal installation shall be treated to between a minimum ph of 6.0 to a maximum ph of 9.0.”

Specification 7.3.2 – Add “Rock riprap shall be placed on the outslope of the 18” diameter pipe as outlined on the attached drawing.”

Specification 7.4.2 – Pipe – Now reads “The method of measurement for installation of the pipe will be on a linear foot basis and shall include excavation, disposal of material and purchase and installation of pipe, backfill, drainage swale and repair of roadways.” Revise to read “The method of measurement for installation of the pipe will be on a linear foot basis and shall include excavation, disposal of material and purchase and installation of pipe, backfill, rock riprap outlet slope protection, and repair of roadways.”

Specification 10.1 – Eliminate “installing a bat gate mine seal.” There are no bat gate mine seals on this project.

Specification 11.2.1 – 28 day compressive strength for concrete is 3000 psi minimum.

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Davy Branch (Morris) Portals
Addendum #1**

QUESTIONS AND ANSWERS AT MINE SEAL A

Q: Will the pipe come down beside the residence?

A: Yes, as shown on the drawings.

Q: Will you consider a water treatment item on mine dewatering instead of lump sum?

A: No.

Q: Can we mulch the brush on site since we can't burn on site?

A: Specification 4.2.3 states that "Clearing and grubbing shall be completed prior to initiation of earthwork operations only to the extent necessary to complete the work. Specification 4.2.6 states that "All stumps, roots, buried logs and brush shall be removed."

Q: Schedule 80 pipe in Mine Seal A down to the manhole?

A: Yes, as shown on the drawings.

Q: Where does it say we have to haul material off the site?

A: Special Provision VII BORROW (DISPOSAL) AREAS states that "An off-site disposal area will be required. The pipe and manhole installations will result in excess material that will need to be disposed of. The Contractor does not have permission to haul material from one landowner to the other landowner's property that is shown on this project.

QUESTIONS AND ANSWERS AT MINE SEALS B AND C

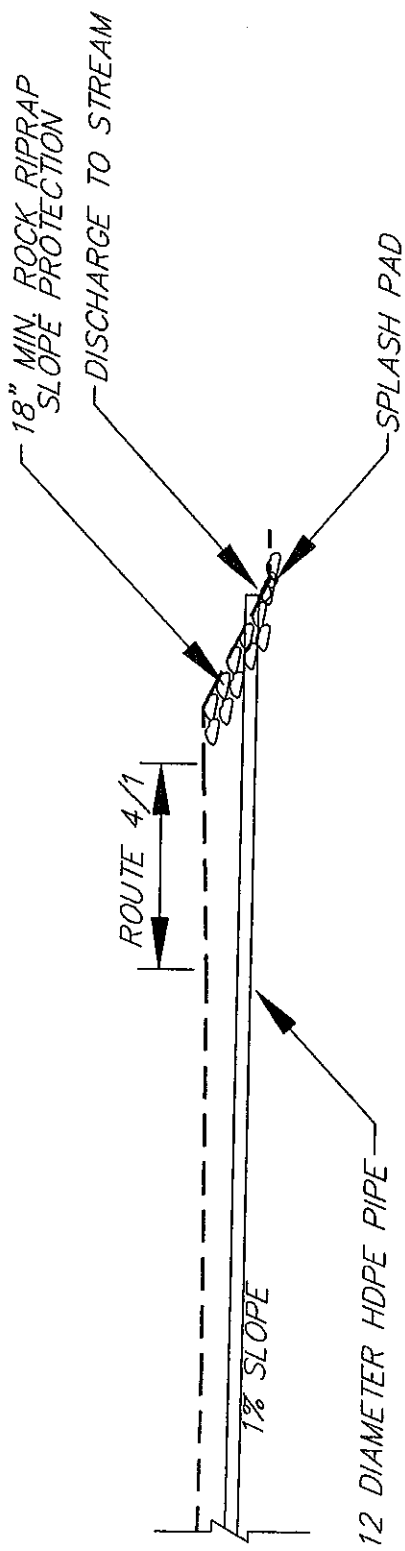
Q: Can we leave this material (gravel pile) like it is?

A: No, the material must be moved out of the way in order to construct the rock channels.

Q: Are we going to pick up nearby hollow with a ditch?

A: No, only the drainage from the portals.

SEE ATTACHED DRAWING



PIPE OUTLET SLOPE PROTECTION
NTS

REQ DEP#15307
DAVY BRANCH (MORRIS) PORTALS
ADDENDUM #1

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP15307
Project: Davy Branch (Morris) Portal

Bid Date: 4/2/11
Pre-Bid Date: 3/8/11

Name : Wes Addeit
Company: A B A ENERGY INC
Address: 151 STEWART ST
WEAVER VA 24801
Phone #: 304-320-3961
Fax #: 304-436-5111
Email : Wesaddeit@hotmail.com

Name : B B TRANSIT INC
Company: JAMES BUCKLAND
Address: PO BOX 720
BEAVER WVA 26601
Phone #: 304 266 2605
Fax #: 304 263 4533
Email : bbtransit@jenton.net

Name : GARY MANHART
Company: SIMON & ASSOCIATES, INC
Address: 3200 COMMERCIAL ST
BLACKSBURG, VA 24060
Phone #: 540-951-4234
Fax #: 540-951-4219
Email : manhartg@simonassoc.com

Name : DAVE FARMER
Company: NEMESIS CONTRACTING LLC
Address: 44446 POND FORK ROAD
WHARTON WV 25208
Phone #: (304) 247 6934
Fax #: N/A
Email : d.farmer@nemesiscontracting.com

Name : Lester EXCAVATING, INC.
Company: 221 Foundation
Address: Fork Simon WVA
24882
Phone #: 304 673 6907
Fax #: _____
Email : Lester's EXCAVATING @
Yahoo.com

Name : TARA RASH
Company: NEMESIS CONTRACTING LLC
Address: 44446 POND FORK ROAD
WHARTON WV 25208
Phone #: (304) 247 6934
Fax #: _____
Email : T. RASH@nemesiscontracting.com

Name : Bob Carter
Company: DCI SHIRTS INC.
Address: Box 1239
Blue Hill WVA
Phone #: 304-673-9388
Fax #: 304-923-3097
Email : Bob.Carter@Cmi.com

Name : DAVID H. BOWMAN
Company: Green Mountain Co
Address: 511 SOUTH STREET
CHAS WV 25304
Phone #: 304 925 0253
Fax #: 925 9230
Email : Jody_May@OLCOM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP15307
Project: Davy Branch (norm) Portal

Bid Date: 4/2/11
Pre-Bid Date: 3/8/11

Name : Rusty Sarver
Company: Main Street Builders LLC
Address: PO Box 309
Princeton WV 24740

Phone #: 304-920-2669
Fax #: 304-425-2171
Email : rusty.sarver@gmail.com

Name : GEORGE FRESTOUR
Company: EAGLE EXCAVATION INC.
Address: P.O. BOX 218
KENNA, WV

Phone #: (304) 372-4378
Fax #: (304) 372-4378
Email : None

Name : DERRICK SEARS
Company: FOSTER SUPPLY
Address: PO Box 488
Scott Depot WV 25560

Phone #: 304-553-6565
Fax #: 304-755-8280
Email : dsears@fostersupply.com

Name : MIKE BRADFORD
Company: Pinedille Plumbing & Exc. Inc.
Address: Box 1290
Pinedille W.V. 24874

Phone #: 304 732-8303
Fax #: 304 732-7855
Email : ionlyppf@aol.com

Name : Mike Shisler
Company: Able Construction LLC
Address: HC 82 Box 203-A
Martinsburg WV 24954

Phone #: 304-799-4630
Fax #: Same
Email : ableconstructionllc@yahoo.com

Name : James Cooper
Company: TRI-STATE PIPELINE
Address: 6351 US RT 60 EAST SUITE 3
Barboursville, WV 25504

Phone #: 304-733-6801
Fax #: 304-733-6803
Email : jamescooper@tri-statepipeline.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 : BarnesExc@aol.com

Name : MIKE ROSE
Company: GOMER LAND
Address: PO Box 194
BEAVER WV 25813

Phone #: 304 860 1909
Fax #:
Email : mdayrose@yahoo.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP15307
Project: Davy Branch (Merris) Portal

Bid Date: 4/2/11
Pre-Bid Date: 3/8/11

Name : Bobby Caldwell
Company: Ty Britt Construction
Address: 1309 Anna Rd
Clendenin, WV 25045

Name : _____
Company: _____
Address: _____

Phone #: 304-548-8100
Fax #: 304-548-5289
Email : BIC12577@Hughes.net

Phone# : _____
Fax # : _____
Email : _____

Name : DENNIS C. EADON
Company: CONCRETE UP INC
Address: PO Box 243
SIMPSON, WV 26385

Name : _____
Company: _____
Address: _____

Phone #: 304-739-9597
Fax #: 304-739-9401
Email : DCE@CONCRETEUP.DENVER.WV.NE1

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
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