



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  
**DEP15310**

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
03/14/2011				

BID OPENING DATE: **03/29/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE MILLTOWN PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE REVISIONS TO THE SPECIFICATIONS, Q/A, AND REVISED DRAWING AS A RESULT OF THE MANDATORY PRE-BID MEETING DATED 02/24/11.</p> <p>BID OPENING DATE AND TIME ARE EXTENDED FROM 03/24/2011 TO 03/29/2011 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p>						
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p>						
<p>***** THIS IS THE END OF RFQ DEP15310 ***** TOTAL: _____</p>						

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](http://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 15310  
Milltown Portals  
Addendum #1**

**REVISIONS TO SPECIFICATIONS**

Specification 8.2.4 – Now reads “Steel for the **Type** I bat gate seals shall consist of 4” x 4” x 3/8” A36 steel angle iron and tubing.” Revise to read “Steel for the **Type** I bat gate seals shall consist of 4” x 4” x 3/8” A36 steel angle iron and tubing.”

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 8.3.1 – Add: “Rock riprap may be placed on the face of the wet mine seals instead of soil according to site conditions. Rock riprap must be placed at a minimum of 18” thick and meet requirements as outlined under Specification 8.2.1. Rock riprap placement will be incidental to the cost of the mine seals.”

**QUESTIONS AND ANSWERS**

Questions asked at Site 1 Access

Q: Can concrete be buried on site?

A: Yes as long as the concrete is broke up in 2’ or less pieces and no hazardous or toxic materials are included.

Q: Does concrete have to be tested?

A: Yes, as outlined in Specification 8.2.5.

Q: Does concrete wall above mine seal come out?

A: No. The plans show the wall being taken out but the wall is not to be removed.

Q: Does that seal get any dirt back over it?

A: Soil cover or rock riprap as revised above in Specification 8.3.1.

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Q: How many wet seals are there?

A: There are four shown on the plans.

Questions asked at Site 1 portal to receive Type I Bat Gate

Q: Do Type I bat gates have a pipe?

A: No, that type seal requires angle iron according to the specifications and drawings.

Q: Does the bat gate angle iron fit the size of the opening?

A: Yes, the angle iron is to extend to solid rock as approved by the WVDEP. Loose rock and material is to be cleaned out at the opening to insure the solid rock is exposed.

Q: Are we going to the floor of mine opening for footer.

A: The opening of the portal will need to be cleaned to accommodate the mine seal. The thickness of the roof fall is unknown. The top of the footer will need to be placed even or below the top of the roof fall material in the mine so air flow will not be changed. If the fall is less than the footer thickness, some rock will have to be excavated to accommodate the footer. If the fall material is greater than 18" then the footer can be placed on competent material as approved by the WVDEP.

Questions asked at Site 2 at the batgate with overhanging ledge

Q: What are the limits on the rock riprap backfill.

A: The ledge will be backfilled according to the attached drawing. Rock riprap placement is incidental to the cost of installation of the mine seal.

Q: Is that loose material up at the end of the ledge to be excavated? Where do we put it?

A: Yes. It can be placed in the back of the ledge to the right of the mine opening.

Q: How much roof contact do we have to have?

A: The ledge will be backfilled according to the attached drawing.

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Q: How much of the existing ditch do we have to clean?

A: Clean the ditch to the size of the existing ditch and as wide the Contractor disturbs.

Q: Do we want to dewater the wetland?

A: No.

Q: Is it ok to leave the coal seam exposed to the left of the seal?

A: Cover the coal seam with riprap within the overhanging ledge out to the outside. It will not be necessary to cover the whole exposed seam out along the hillside.

Questions asked at Site 2 at the batgate at the southern end of the site

Q: Are we just going to the bottom of the coal seam with the footer?

A: The footer will be cut below the floor level. The top of the footer is to be no higher than the bottom of the seam. There will be some rock cut necessary to build the footer.

Q: How far does the steel go into the roof?

A: Steel is to extend to solid rock.

Q: Do we do anything with loose material here?

A: Material is to be blended in at the site. No material is to be hauled off site.

Q: Can we change the access path?

A: If a pathway with less water is available at time of construction, the access can be changed with the approval of the WVDEP. Rock and pipe placed for temporary access will be considered incidental to the cost of mine seal installation. Access rock may be left on site but pipe or other materials must be removed.

Questions asked at Site 3

Q: Is this the access?

A: Yes. The access road shall be left in a better than or equal to condition.

Q: Grass line the ditch?

A: Yes.

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**Addendum #1**

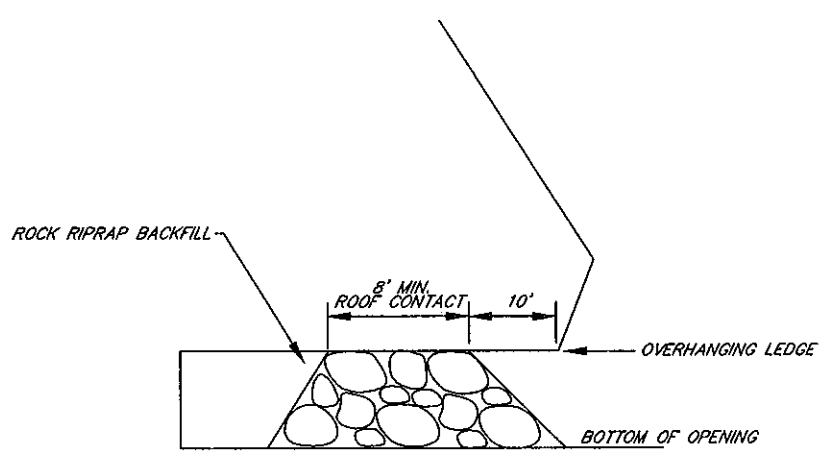
Q: Are as built drawings required on this job?

A: Yes, as built drawings are required on all AML construction projects. Cross sections will not be required.

Q: Do we have to clean the ditch up to the hollow?

A: No, only within the construction limits.

SEE ATTACHED DRAWING ON PAGE 5 OF 5



NOTE: BACKFILL FULL LENGTH OF OVERHANGING LEDGE

**LEDGE BACKFILL DETAIL - SITE 2**  
N.T.S.

REQ # DEP 15310  
MILL TOWN PORTALS  
ADDENDUM #1

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

## PRINT LEGIBLY

RFQ # : \_\_\_\_\_  
Project: Milltown Portals

Bid Date: 3/24/11  
Pre-Bid Date: 2/24/11

Name : JOE WISEMAN  
Company: WISEMAN EXCAVATING INC  
Address: RT 1 BOX 190  
LIBERTY, WV 25124

Phone #: 304-586-3736  
Fax #: 304-586-3789  
Email : wisemanfarm@aol.com

Name : PETE HANNA  
Company: L.D.HANNA + Son Excavating  
Address: 104 Skyline Dr  
Lewisburg WV 24901

Phone #: 304-645-3670  
Fax #: 304-645-3823  
Email : ldhsec@live.com

Name : DAVID H. BOWMAN  
Company: Green Mountain Co  
Address: 511 50th STREET  
Chas. WV 25304

Phone #: 304 925 0253  
Fax #: 925 9230  
Email : JodyMax@aol.com

Name : Dustin D. Thaxton  
Company: Thaxton Construction Co, Inc  
Address: PO. Box 13279  
Charleston, WV 25360

Phone #: 304-984-2299  
Fax #: 304-984-2334  
Email : \_\_\_\_\_

Name : JASON UPTON  
Company: Upton Coast Co. Inc.  
Address: PO Box 39 ~~Box~~  
Dunbar, WV 25064

Phone#: 304-744-4627  
Fax #: \_\_\_\_\_  
Email : UCCI0119@hotmail.com

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

Phone#: 304-552-7781  
Fax #: 304-755-3650  
Email : cdext@gefinc.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 : BarnesBXC@aol.com

Name : ANN LINDSEY  
Company: EASTERN ARROW  
Address: PO BOX 4108  
CHARLESTON WV  
25361

Phone#: 304-44-6255  
Fax #: 6256  
Email : easternarrow@hotmail.com



## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : \_\_\_\_\_  
 Project: Milltown Portals

Bid Date: 3/24/11  
 Pre-Bid Date: 2/24/11

Name : DAVE FARMER  
 Company: NEMESIS CONTRACTING LLC  
 Address: 4446 ~~Wheaton~~ WV 25208  
Pond Fork Rd  
Wheaton WV 25208  
 Phone #: (304) 247 6934  
 Fax #: N/A  
 Email : d.farmer@nemesiscontracting.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 : ADONIS

Name : IRA RASH  
 Company: NEMESIS CONTRACTING LLC  
 Address: 4446 POND FK RD  
Wheaton WV 25208  
 Phone #: (304) 247 6934  
 Fax #: N/A  
 Email : I.RASH@nemesiscontracting.com

Name : Rick Lemaster  
 Company: L+L Contracting LLC  
 Address: 1305 18th st  
Vienna WV 26105  
 Phone #: 304-991-1614  
 Fax #: 304-295-5592  
 Email : Lemaster-Rick@yahoo.com

Name : Brian Moore  
 Company: Cougirl Up Inc.  
 Address: P.O. Box 243 Simpson, WV  
26435  
 Phone #: 304-739-4397  
 Fax #: 304-739-4401  
 Email : \_\_\_\_\_

Name : James Duckland  
 Company: B+B TRANSIT  
 Address: P.O. Box 720 BRAVER WV 25813  
 Phone #: 304-255-2505  
 Fax #: 304-253-4533  
 Email : bbtransitinc@yahoo.com

Name : MIKE ROSE  
 Company: GODHER LAND  
 Address: PO BOX 194  
BEAVER WV 25813  
 Phone #: 304 860 1909  
 Fax #: SAME  
 Email : mrose@suddenlink.net

Name : Robert Connerburg  
 Company: DCI Shires INC  
 Address: Box 1959  
Bluefield wva 26001  
 Phone #: 304-698-9368  
 Fax #: 304-323-3097  
 Email : Bob.Connerburg@gmail.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : \_\_\_\_\_  
Project: Milltown Portals

Bid Date: 3/24/11  
Pre-Bid Date: 2/24/11

Name : DEREK SEARS  
Company: FOSTER SUPPLY  
Address: PO Box 4993  
Scott Depot WV 25560

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

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

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Randy Carpenter  
Company: Carpenter Restoration  
Address: PO Box 13015 Sissonville,  
WV 25760

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: 304-984-1115  
Fax #: 984-2770  
Email : R.Carpenter103@aol.com

Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

Phone# : \_\_\_\_\_  
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Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: \_\_\_\_\_  
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Email : \_\_\_\_\_

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Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_