



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
DEP15363

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	FOB	FREIGHT TERMS
04/12/2011				

BID OPENING DATE: **04/27/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** ADDENDUM NO. 1 *****					
	ADDENDUM ISSUED FOR THE MULLENS PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, REVISED SPECIFICATIONS, AND REVISED BID SHEET RESULTING FROM THE MANDATORY PRE-BID MEETING ON 03/22/2011.					
	BID OPENING DATE AND TIME ARE EXTENDED FROM 04/19/2011 TO 04/27/2011 AT 1:30 PM.					
	***** NO OTHER CHANGES *****					
0001		JB		962-73		
	1					
	RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES					
	***** THIS IS THE END OF RFQ DEP15363 ***** 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).

DEP15363
Mullens Portals
Addendum # 1

Item 1: The contractor will have 180 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250 per day liquidated damage 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.

Item 2: Q) Are we required to treat the water discharge from the portals?

- A) Please reference Specification 9.3.2. A Dewatering Plan shall be submitted and approved by the Engineer prior to any work taking place. The Contractor shall install and operate a water treatment system utilizing soda ash briquettes in a manner approved by the engineer to maintain a pH between 6.0 and 9.0 in all water above base-flow while dewatering the mines.

Item 2: Q) What if we encounter sewer lines/utilities that need to be moved?

- A) Please reference Specification 10.0, Utilities.
This work shall consist of all necessary measures to relocate, maintain and protect all utilities within the limits of work specified herein and on the construction drawings. The contractor shall notify the utility in writing at least fifteen (15) but preferably thirty (30) days prior to the time work within the area will be done. The Contractor shall be responsible for making all necessary arrangements and/or performing all necessary work to the satisfaction of the affected utility company and/or the West Virginia Department of Highways in connection with any disturbances within their right-of-way or services. The Contractor shall be solely responsible for locating all utilities within the limits of work. All damage made to existing utilities by the Contractor shall be the sole responsibility of the Contractor. In the event damage does occur, the Contractor shall notify the affected utility and the WVDEP immediately and make or have made all necessary repairs and bear the expenses thereof and resulting damage caused thereby. The Contractor shall obtain right-of-entry and/or any necessary permits for repairs or relocation. The contact number for Miss Utility of West Virginia is 800-245-4848. All materials used, and all work performed, for utility related disturbances shall be in accordance with these specifications or as indicated by the affected utility. The Contractor will not bid on utility work but will be reimbursed the actual approved invoice cost. The Contractor shall submit an estimate for utility relocation to the WVDEP for approval prior to commencing work. The WVDEP will not reimburse the Contractor for any WVDOH costs. Only utilities affected by the proposed reclamation will be reimbursed.

Item 3: Q) Are we responsible for DOH inspection fees?

- A) Yes. Please reference Section 7.0 of the General Conditions of the Specifications. The Contractor shall procure and pay for all permits, licenses, inspections, conveniences, or approvals necessary for the execution of its contract.

Item 4: Q) Are there designated waste sites on the job?

- A) No. Please reference Section 4.0, Site Preparation, for details concerning clearing/grubbing, waste and borrow procedures.

Item 5: Q) Is flowable fill accepted for the highway crossings?

- A) A detail for "Road Crossing Type F Trench" is included on Plan Sheet C-44. The detail shows a CLSM backfill. Plans have been submitted to, and approved by, the WVDOH.

Item 6: Q) Do we have to pay B&O taxes, and is burning permitted in Mullens?

- A) Please refer to Section 7.3 of the General Conditions of the Specifications. All applicable Federal and State laws and regulations, municipal ordinances, and the rules and regulations of all public authorities having jurisdiction over construction of the project shall apply to the contract throughout, and are incorporated herein by reference.

Item 7: A revised bid sheet is included with an additional item for "Construction Entrance" – Bid Item 5.40, per each.

Item 8: Section 5.0, "Sediment Control", of the Specifications has been revised to include provisions for the "Construction Entrance" bid item. A copy of the revised section is included.

5.0 SEDIMENT CONTROL

5.1 Description

This item shall consist of furnishing all materials, equipment, labor and incidentals necessary for the installation of sediment control structures as designated in the Drawings. Sediment control shall be placed on regraded outslope areas concurrent with construction and prior to revegetation. Additional quantities may be added at the discretion of the WVDEP.

The CONTRACTOR shall implement the approved sediment and erosion control as shown in the plans. The Contractor may add sediment and erosion features but cannot subtract from those on the plans.

5.2 Materials

5.2.1 Silt Fence: Silt fencing materials and installation shall meet all applicable requirements of Section 715.11.5 and 642.6 of the West Virginia Division of Highways Standard Specifications for Roads and Bridges, adopted 2000. Even with the specific prior approval of the WVDEP, the use of silt fence shall be limited to relatively flat areas and the toe of selected slopes.

5.2.2 Rock Check Dams: Rock Check Dam materials and installation shall meet the applicable requirements of Section 715.11.5 and 642.6 of the WVDOH Standard Specifications for Roads and Bridges, adopted 2000. The materials used for the Rock Check Dams are illustrated on the detail sheets and include limestone rip rap as specified in Section 7.2.1 and WVDOH #3 Stone Course Aggregate.

5.2.3 Drop Inlet Protection: Drop Inlet Protection materials and installation shall meet the applicable requirements of Section 715.11.5 and 642.6 of the WVDOH Standard Specifications for Roads and Bridges. The materials used for the Drop Inlet Protection are illustrated on the detail sheets

5.2.4 Construction Entrances: Construction Entrance materials and installation shall be per the detail in the plans.

5.3 Maintenance

During the course of the project, sediment control structures shall be maintained in sound condition and accumulations of silt which may threaten their effectiveness shall be removed. Silt removed from the sediment control

structures shall be taken to an approved disposal area.

5.4 Installation

Silt barriers and check dams for sediment control during construction shall be placed in those locations shown on the plan sheets and areas approved by the WVDEP. The Contractor shall install silt fence downgrade of stockpiled areas, temporary access roads, and other disturbed areas to confine sediment. The silt fence shall be placed along the contour. Fabric shall be embedded four (4) inches into the ground and the stakes shall penetrate a minimum of 14 inches into the ground as shown on the drawings. Check dams for ditch construction, shall be installed similarly and as shown on the plan details. Construction entrances shall be constructed in the locations shown on the plans.

5.5 Method of Measurement

5.5.1 Silt fence should be measured to the nearest linear foot for silt barrier placed in conformance with specifications and accepted by the WVDEP.

5.5.2 Measurement for rock check dams shall be performed per each for rock check dams placed in conformance with specifications and accepted by the WVDEP.

5.5.3 The method of measurement for Drop Inlet Control shall be per each.

5.5.4 The method of measurement for Construction Entrances shall be per each.

5.5.5 Any additional sediment control, i.e. sumps etc., installed by the contractor to meet any applicable State or Federal Law or Regulation shall be the Contractor's sole responsibility and all costs pursuant thereto shall be born fully by the Contractor. However, any additional sediment trapping device approved by the WVDEP prior to placement shall be included for measurement.

5.6 Basis of Payment

The quantity of work completed will be paid at the contract unit price bid for the following items, which price and payment shall be full compensation for all materials, labor, equipment and incidentals necessary to perform the work. Additionally, payments shall constitute full compensation for any required maintenance, sediment removal and disposal.

5.7 Pay Item

Item 5.1. "Silt Fence", per linear foot.

Item 5.2, "Rock Check Dam", per each.

Item 5.3, "Drop Inlet Protection", per each.

Item 5.4, "Construction Entrance", per each.

ADDENDUM NO. 1

Mullens Portals

DEP15363

Revised Contractor's Bid Sheet

Vendors Name: _____

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	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
1.0	1	Mobilization & Demobilization, per lump sum-Not to exceed 10% of total bid amount	\$	\$
2.0	1	Construction Survey Control, per lump sum-Not to exceed 5% of total bid amount	\$	\$
3.0	1	Quality Control-per lump sum-Not to exceed 3% of total bid amount	\$	\$
4.0	1	Site Preparation, per lump sum-Not to exceed 10% of total bid amount	\$	\$
5.10	753	Silt Fence-per linear foot	\$	\$
5.20	18	Rock Check Dam-per each	\$	\$
5.30	49	Drop Inlet Protection-per each	\$	\$
5.40	5	Construction Entrance, per each	\$	\$
6.00	10	Revegetation-per acre	\$	\$
7.1	1219	Type 1 Rip Rap Ditch-per linear foot	\$	\$
7.2	427	Type 1 Grouted Rip Rap Ditch-per linear foot	\$	\$
7.3	599	Type 2 Grouted Rip Rap Ditch-per linear foot	\$	\$
7.4	1	Low Water Crossing-per each	\$	\$
7.5	15	2" Diameter Domestic PVC Pipe-per linear foot	\$	\$
7.6	270	8" Diameter HDPE Pipe-per linear foot	\$	\$
7.7	456	12" Diameter HDPE Pipe-per linear foot	\$	\$
7.8	1075	15" Diameter HDPE Pipe-per linear foot	\$	\$
7.9	355	18" Diameter HDPE Pipe-per linear foot	\$	\$
7.10	1363	24" Diameter HDPE Pipe-per linear foot	\$	\$
7.11	1350	30" Diameter HDPE Pipe-per linear foot	\$	\$
7.12	455	36" Diameter HDPE Pipe-per linear foot	\$	\$
7.13	153	Rip Rap Slope Protection, per ton	\$	\$
7.14	27	Rip Rap Apron-per each	\$	\$
7.15	253	Rip Rap Apron Extension, per linear foot	\$	\$
7.16	39	WVDOH Type "G" Inlet-per each	\$	\$
7.17	4	Cistern, per each	\$	\$
7.18	4	WVDOH Type "A" Manhole-per each	\$	\$
7.19	7	Prefabricated End Section-per each	\$	\$
7.20	11	WVDOH Wingwall-per each	\$	\$
7.21	433	Permanent Erosion Control Matting - per square yard	\$	\$
9.1	36	Wet Seals (Standard and Modified)-per each	\$	\$
9.2	2	Modified Wet Seal with Wall-per each	\$	\$
9.3	4	Modified Bat Gate-per each	\$	\$
9.4	200	Soda Ash-per 50 lb bag	\$	\$
11.0	137	Underdrain-per linear foot	\$	\$
11.1	109	Cut-off Drain-per linear foot	\$	\$
12.0	464	Bituminous Road Overlay-per ton	\$	\$
		TOTAL		\$

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # :

DEP15363

 Project :

Mullens Portals

Pre-Bid Date:

3/22/2011

 Bid Opening Date:

4/19/2011

Name: Bob Cantenbung
~~DCI SHIRES~~
 Company: DCI SHIRES
 Address: 1259
Bluefield wva
 Phone #: 304-698-9388
 Fax #: 304-923-3097
 Email: Bob.Cantenbung@gmail.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.Mayer@OL.CO

Name: JOE TUCKER
 Company: UPTECH CONSTRUCTION CO. INC.
 Address: P.O. BOX 39
DUNBAR WV 25064
 Phone #: 304-744-4627
 Fax #: 304-744-4626
 Email: UCCI819@HOTMAIL.COM

Name: Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO BOX 13015
Sissonville, WV 25361
 Phone #: 304-984 1115
 Fax #: 984-2-770
 Email: Rcarp4103@aol.com

Name: Ashley Atkins
 Company: Aspen Corporation
 Address: 2402 Rivier Drive
Daniels WV 25832
 Phone #: 304-763-4573
 Fax #: 304-763-4591
 Email: jatkins@aspen-golf.com

Name: James Cooper
 Company: TRI-STATE PIPELINE, INC
 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: JOE WISEMAN
 Company: WISEMAN EXCAVATING
 Address: RT 1 BOX 190
LIBERTY, WV 25124
 Phone #: 304-586-3736
 Fax #: 304-586-3789
 Email: wisemanfarm@aol.com

Name: Kevin Bradford
 Company: Pineville Paving & Excavating
 Address: P.O. Box 1290
Pineville WV 24874
 Phone #: 304-732-8303
 Fax #: 304-732-7855
 Email: KDBPPI@AOL.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #:

DEP15363

 Project:

Mullens Portals

Pre-Bid Date:

3/22/2011

 Bid Opening Date:

4/19/2011

Name: MIKE FORENIG
 Company: ATC ASSOC
 Address: 3 TERRI LANE
BRUNINGTON, NJ
 Phone #: 330-620-1252
 Fax #: 609-386-7957
 Email: _____

Name: Ann Wanswiler
 Company: EASTERN ARROW
 Address: PO BOX 408
CHARLESTON WV 25364
 Phone #: 304-614-0255
 Fax #: 0256
 Email: easternarrow@hotmail.com

Name: Spencer Woodell
 Company: Config Up Inc
 Address: PO Box 243
Simpson WVA
 Phone #: 304 739 4397 ²⁶⁴³⁵
 Fax #: 304 739 4401
 Email: FAX

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

Name: Wes Addair
 Company: A&A ENERGY INC
 Address: 151 STEWART ST
Welch WVA 24801
 Phone #: 304-320-3961
 Fax #: 304-436-5111
 Email: Wes.addair@att.net.com

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

Name: James R. Ciniotti "BO"
 Company: TRIAD ENG.
 Address: 4980 Teays Valley Rd.
Scott Depot 25560
 Phone #: 204-755-0721
 Fax #: 204-755-1890
 Email: bciniotti@triadeng.com

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