



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
DEP15434

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	F.O.B	FREIGHT TERMS
06/29/2011				

BID OPENING DATE: **07/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE MORRIS CREEK (JACKSON) DRAINAGE PROJECT IN FAYETTE CO, WV, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, SPECIFICATION REVISIONS, DRAWING REVISIONS, AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 06/10/2011.						
BID OPENING DATE & TIME HAVE ARE EXTENDED FROM 07/07/11 TO 07/19/2011 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15434 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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).

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 05015434
Project: Morris Creek (Jackson) Drainage

Bid Date: 7/7/11
Pre-Bid Date: 6/10/11

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: P6 Bx 13015
Sissonville WV
25760
Phone #: 304-984-1115
Fax #: 984-2770
Email : Rcarpen103@aol.com

Name : Doug Vincent
Company: BREAKAWAY INC.
Address: 1075 Old Turnpike Rd
Sulfer WV 26601
Phone#: 765-5317
Fax #: 765-5389
Email : doug@breakawaywv.com

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

Name : DENNIS C. ELBON
Company: COWGIRL UP INC
Address: PO 243
SIMPSON, WV 26435
Phone#: 304-739-4397
Fax #: 304-739-4401
Email : DCE-COMPANY & EARTHINK.NET

Name : DAVID H. BOWMAN
Company: Green Mountain Co.
Address: 511 50th ST
Chas WV
25304
Phone #: 304 925 0255
Fax #: 925-9230
Email : DHB722@yahoo.com

Name : GAIL WILLIAMS
Company: W-R. SANSON LAND CO
Address: BOX 38 25186
Smithers WV
Phone#: 442-4172
Fax #:
Email :

Name : Amanda Tyler
Company: Building & Utility Systems
Address: P.O. Box 160
Jumping Branch, WV 25969
Phone #: (304)406-3412
Fax #: (304)406-3746
Email : buildingutility@yahoo.com

Name : BRAD WISEMAN
Company: WISEMAN EXCAVATING
Address: RT1 Box 190 Liberty
WV 25124
Phone#: 304-586-3736
Fax #: 304 586-3789
Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP15424

Bid Date: 7/7/11

Project: Morris Creek (Jackson) Drainage

Pre-Bid Date: 6/10/11

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

Name : _____
Company: _____
Address: _____

Phone #: 304-487-3912
Fax #: 304-425-2171
Email : rusty.sarver@gmail.com

Phone# : _____
Fax # : _____
Email : _____

Name : Devick Sears
Company: FOSTER SUPPLY
Address: PO Box 498
Scott Depot WV 25560

Name : _____
Company: _____
Address: _____

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

Phone# : _____
Fax # : _____
Email : _____

Name : BASIL CARPENTER
Company: Basil Carpenter Exc
Address: 637 CALL RD
Chas WV 25312

Name : _____
Company: _____
Address: _____

Phone #: (304) 546-1643
Fax #: 984-3528
Email : Basil Carpenter & Son.com

Phone# : _____
Fax # : _____
Email : _____

Name : GEORGE FRESHOUR
Company: EAGLE EXCAVATION INC.
Address: P.O. BOX 218
KENNA, WV
25248

Name : _____
Company: _____
Address: _____

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

Phone# : _____
Fax # : _____
Email : _____

**Req # DEP 15434
Morris Creek (Jackson) Drainage
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.”

Special Provision XIV – The WVDOH will require the Contractor to submit a \$2,500.00 bond to the WVDOH for working within the WVDOH right of way.

Specification 7.2.2 – third paragraph now reads “Rock for pipe backfill under concrete and road areas shall consist of 1 ½” crusher run stone (Class I or II) as described in Section 704 of the WVDOT Standard Specifications for Roads and Bridges.” Revise to read “Rock for pipe backfill under driveway areas shall consist of 1 ½” crusher run stone (Class I or II) as described in Section 704 of the WVDOT Standard Specifications for Roads and Bridges.”

Add Specification 7.2.8 – Highway Pipe Backfill – Backfill of the 18” diameter hdpe pipe under Route 61/9 shall consist of Controlled Low Strength Material, Type B as per Section 219 of the WVDOT Standard Specifications for Roads and Bridges.

Specification 7.3.1 – A drainage swale shall be constructed over the 18” I.D. HDPE pipe from Station 1+75 to Station 2+45 in order to pick up surface drainage. The swale shall be a 1’ deep grass lined v-ditch and shall discharge to the drop inlet at Station 2+45. There will be no additional payment for the construction of the swale. The cost of the swale shall be incidental to Pay Item 7.2, 18” I.D. HDPE Pipe.”

Specification 7.3.2 – second sentence – Now reads “The underdrain shall include a 12-inch diameter perforated pipe and shall discharge to a channel.” Revise to read “The underdrains shall include an 8” diameter perforated pipe and shall discharge to a manhole.”

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.”

**Req # DEP 15434
Morris Creek (Jackson) Drainage
Addendum #1**

REVISIONS TO DRAWINGS

Sheet 4 of 8 – “DRAINAGE PROFILES AND DETAILS” – REPLACE “CONVEYANCE PIPE DETAIL BENEATH PAVED ROAD” with revised and attached new drawing of “CONVEYANCE PIPE DETAIL BENEATH ROUTE 61/9”. The new drawing shows backfilling with a flowable fill as per WVDOH request.

QUESTIONS AND ANSWERS

Q: Do you have access down the road also to get up on the hill to the piezometer location.

A: Yes.

Q: How far is the access?

A: Less than ¼ mile. The access is shown on the drawings.

Q: Does this ditch go all the way up the hill?

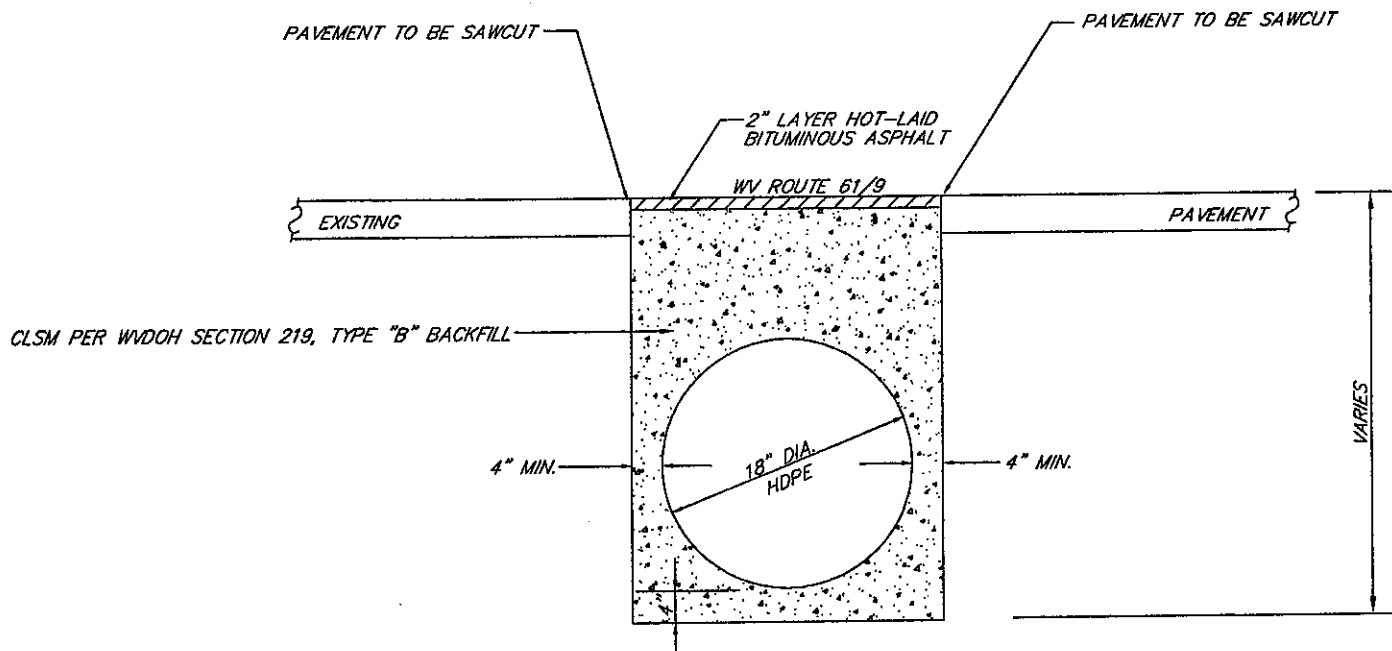
A: No, only to the extent shown on the drawings.

Q: Do we have to reclaim the access road to the piezometer?

A: No. Only what you damage. The road is to be left in a better than or equal to condition.

Q: Do we have to replace damaged shrubs to the same size as existing shrubs?

A: No, but must be replaced with the same type and must use nursery stock.



NOTE: ANCHOR PIPE SO TO PREVENT FLOATING DURING BACKFILLING OPERATIONS.

**CONVEYANCE PIPE DETAIL
BENEATH ROUTE 61/9**
NTS

ADDENDUM NO. 1