



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  
 DEP15454

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 |
|--------------|---------------|----------|-------|---------------|
| 07/05/2011   |               |          |       |               |

BID OPENING DATE: 07/21/2011 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| ***** ADDENDUM NO. 1 *****<br>ADDENDUM ISSUED FOR THE KEYSTONE LANDSLIDE DRAINAGE PROJECT IN MCDOWELL CO., WV, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, REVISED DRAWINGS, REVISED BID SCHEDULE, AND THE Q/A RESULTING FROM THE 06/13/2011 MANDATORY PRE-BID MEETING.<br>BID OPENING DATE & TIME ARE EXTENDED FROM 07/12/2011 TO 07/21/2011 AT 1:30 PM.<br>***** NO OTHER CHANGES ***** |          |     |        |             |            |        |
| 0001  | 1        | JB  |        | 962-73      |            |        |
| RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES   |          |     |        |             |            |        |
| ***** THIS IS THE END OF RFQ DEP15454 ***** 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](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).

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # : DEP15454  
 Project : Keystone (Avery) LS - Drainage

Pre-Bid Date: 6/13/2011  
 Bid Opening Date: 7/12/2011

Name: DAVID H. BOWMAN  
 Company: GREEN MOUNTAIN COMPANY  
 Address: 511 50th ST.  
CHAS. WV 25304  
 Phone #: 304-925-0255  
 Fax #: 925 9230  
 Email: DHB722C@hoo.com

Name: AUN HARLOWELL  
 Company: EASTERN ARROW  
 Address: 70 BOX 408  
CHARLES TOWN WV 25301  
 Phone #: 304-414-0255  
 Fax #: 0254  
 Email: easternarrow@hotmail.com

Name: Randy Capeta  
 Company: Capeta's Island  
 Address: PO BOX 13015  
Sissonville, WV  
 Phone #: 304-984-1115 25360  
 Fax #: 984-2770  
 Email: R.Capeta@island.com

Name: John Kelly & Tim Curt  
 Company: EL. ROBINSON  
 Address: 5088 Washington West  
CROSS LINES WV 25313  
 Phone #: 304-776-7473  
 Fax #:   
 Email: johnk@elrobinson.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: MIKE ROSE  
 Company: GOPHER LAND CO.  
 Address: PO BOX 194  
BEAVER WV 25813  
 Phone #: 304 860 1909  
 Fax #: 304 860 1909  
 Email: mrose@suddenlink.net

Name: DENNIS C. ELBON  
 Company: CONGIRL UP INC  
 Address: PO Box 243  
SIMPSON, WV 26435  
 Phone #: 304-739-4397  
 Fax #: 304-739-4401  
 Email: DCE-CONGIRLUP@EARTHLINK.NET

Name: Rusty Sarver  
 Company: Main Street Builders  
 Address: PO Box 309  
Princeton WV 24740  
 Phone #: 304-920-2669  
 Fax #: 304-425-2171  
 Email: rusty.sarver@gmail.com

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # : 

|          |
|----------|
| DEP15454 |
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 Project : 

|                                |
|--------------------------------|
| Keystone (Avery) LS - Drainage |
|--------------------------------|

Pre-Bid Date: 

|           |
|-----------|
| 6/13/2011 |
|-----------|

  
 Bid Opening Date: 

|           |
|-----------|
| 7/12/2011 |
|-----------|

Name: WCS Addair  
 Company: A & A ENERGY Inc  
 Address: 151 STEWART ST  
Welch WVA 24801  
 Phone #: 304-320-3961  
 Fax #: 304 436 5111  
 Email: wcsaddair@Hotmail.com

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_

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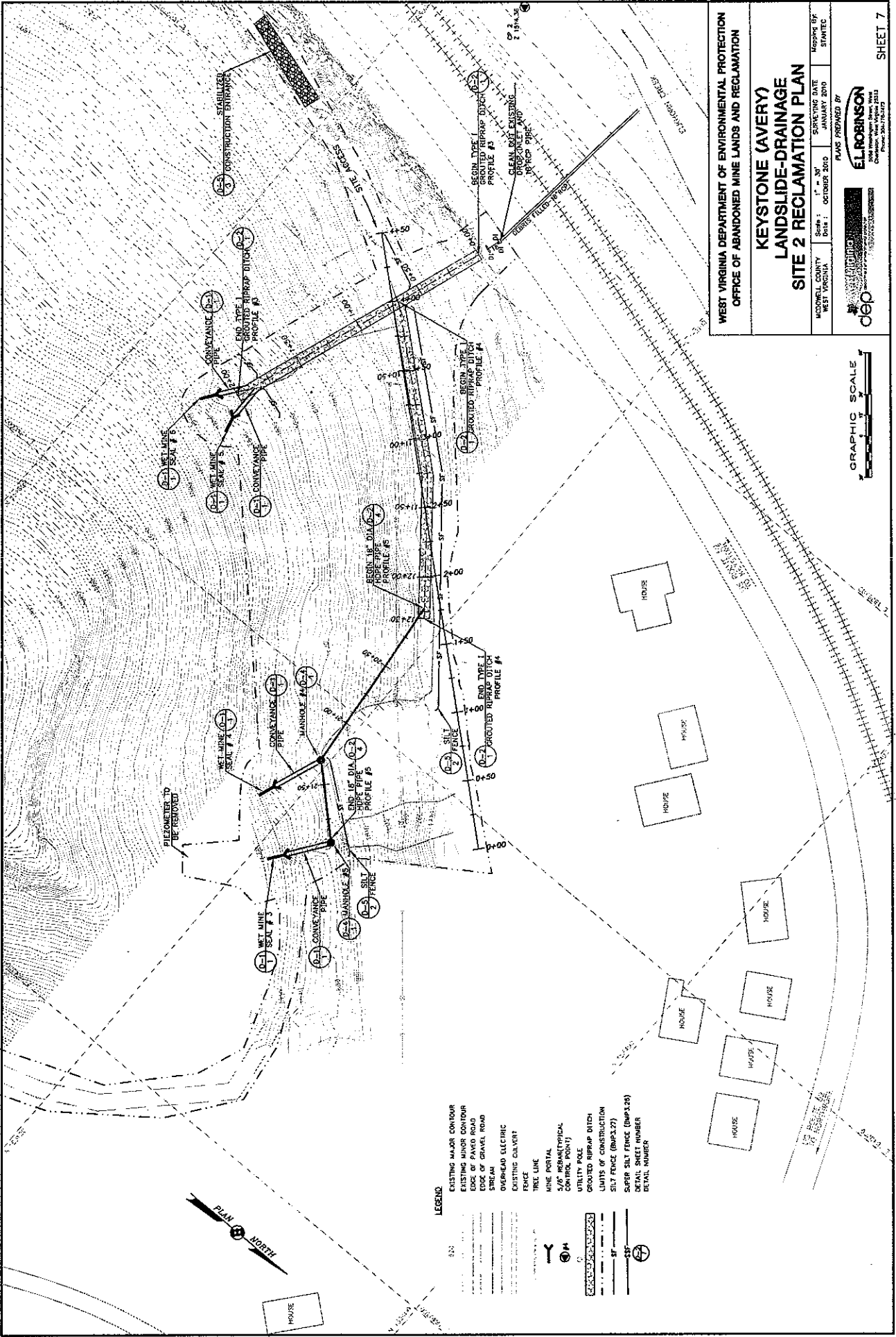
**DEP15454**  
**Keystone (Avery) LS - Drainage**  
**Addendum # 1**

Item 1: The contractor will have 60 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 60 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: The construction work limits have been revised. Revised plan sheets are attached.

Item 3: A stabilized stone construction entrance has been added. Revised plan sheets are included. A revised bid sheet is included.

Item 3: The contractor is reminded that erosion and sediment control measures are to be properly installed and in place prior to any excavation taking place. Drainage conveyance channels must be installed prior to portal excavation.



- LEGEND**
- EXISTING MAJOR CONTOUR
  - EXISTING MINOR CONTOUR
  - EDGE OF PAVED ROAD
  - EDGE OF GRAVEL ROAD
  - STREAM
  - OVERHEAD ELECTRIC
  - EXISTING CULVERT
  - FENCE
  - TREE LINE
  - MINE PORTAL
  - 5/8" REBAR (TYPICAL CENTER POINT)
  - UTILITY POLE
  - ROUTED RIPRAP DITCH
  - LIMITS OF CONSTRUCTION
  - SILT FENCE (RMP#122)
  - SCREEN SILT FENCE (RMP#123)
  - DETAIL SHEET NUMBER
  - DETAIL NUMBER

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**OFFICE OF ABANDONED MINE LANDS AND RECLAMATION**

**KEYSTONE (AVERY)**  
**LANDSLIDE-DRAINAGE**  
**SITE 2 RECLAMATION PLAN**

Scale: 1" = 100' ST  
 MOONSHINE DATE: JANUARY 2010  
 MOONSHINE BY: STATIST

Scale: 1" = 100' ST  
 DATE: OCTOBER 2009  
 PLANS PREPARED BY: ELROBINSON  
 CONSULTING ENGINEERS  
 1000 WEST VIRGINIA AVENUE, SUITE 200  
 CHARLOTTE, NORTH CAROLINA 28203  
 PHONE: 704.375.1234  
 FAX: 704.375.1235  
 WWW.ELROBINSON.COM

dep

GRAPHIC SCALE  
 0 10 20 30 40 50 60 70 80 90 100 FEET

SHEET 7



WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 OFFICE OF ABANDONED MINE LANDS AND RECLAMATION

**KEYSTONE (AVERY)  
 LANDSLIDE-DRAINAGE  
 COMPOSITE SITE PLAN**

SCALE: 1" = 100'      SUBMITTING DATE: JANUARY 2009      DRAWING BY: STYATED  
 MONROE COUNTY, WEST VIRGINIA      DATE: OCTOBER 2010

PLANS PREPARED BY  
**ELL ROBINSON**  
 4001 Washington Drive, West  
 Chester, Ohio 45381  
 Phone: 513-770-7171

# KEYSTONE (AVERY) LANDSLIDE-DRAINAGE

## PER ADDENDUM NO. 1

### 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   | UNIT PRICE | AMOUNT |
|----------|----------|---|------------|--------|
| 1.1      | LS       | Mobilization & Demobilization (Lump Sum)<br>(Cannot exceed 10% of the Total Amount Bid) | LS         | \$     |
| 2.1      | LS       | Construction Layout (Lump Sum)<br>(Cannot exceed 5% of Total Amount Bid)                | LS         | \$     |
| 3.1      | LS       | Quality Control (Lump Sum)<br>(Cannot exceed 3% of Total Amount Bid)                    | LS         | \$     |
| 4.1      | LS       | Clearing and Grubbing (Lump Sum)<br>(Cannot exceed 5% of Total Amount Bid)              | LS         | \$     |
| 5.1      | 700LF    | Silt Fence (Per Linear Foot)  | \$         | \$     |
| 5.2      | 100 LF   | Super Silt Fence (Per Linear Foot)  | \$         | \$     |
| 5.3      | 3 EA     | Stabilized Construction Entrance (Per Each)   | \$         | \$     |
| 6.1      | 2 ACRE   | Revegetation (Per Acre)   | \$         | \$     |
| 7.1      | 955 LF   | Type I Grouted Riprap Ditch (Per Linear Foot)   | \$         | \$     |
| 7.2      | 575 LF   | 18" HDPE Culvert (Per Linear Foot)  | \$         | \$     |
| 7.3      | 5 EA     | Manhole (Per Each)  | \$         | \$     |
| 7.4      | 2 EA     | Modified Type 'G' Drop Inlet (Per Each)   | \$         | \$     |
| 7.5      | 2 EA     | Low Water Crossing (Per Each)   | \$         | \$     |
| 7.6      | 100 LF   | Underdrain (Per Linear Foot)  | \$         | \$     |
| 7.7      | 1 EA     | Culvert Clean Out (Per Each)  | \$         | \$     |
| 10.1     | 6 EA     | Wet Mine Seal (Per Each)  | \$         | \$     |
| 10.2     | 400 LF   | Mine Seal Conveyance Pipe (Per Linear Foot)   | \$         | \$     |
|          |          | <b>TOTAL</b>  |            | \$     |