



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
 DEP15554

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 GUY NISBET
 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

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ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/31/2011				

BID OPENING DATE: 11/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				ADDENDUM ISSUED FOR THE "CLEARWATER CONSTRUCTION, LLC" PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q&A'S AS A RESULT OF THE MANDATORY PRE-BID MEETING ON 09/28/2011.		
				BID OPENING DATE REMAINS 11/17/11 AT 1:30PM AS CHANGED IN ADDENDUM NO.1.		
				END OF ADDENDUM NO. 2		
001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND		
				***** THIS IS THE END OF RFQ DEP15554 ***** 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).

Date: 09-28-2011

SIGN IN SHEET

Request for Proposal No. DEP15554
 CLEARWATER CONSTRUCTION, LLC. (S-3016-99)

PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Earler & Arrow</u> Rep: <u>Jay R Wardwell</u> Email Address: _____	<u>Charleston WV</u>	PHONE <u>304 414 0255</u> TOLL FREE FAX
Company: <u>BARNES EXC. INC.</u> Rep: <u>Robert Barnes</u> Email Address: <u>BARNES EXC @ AOL.COM</u>	<u>P.O. Box 13384</u> <u>Sissonville</u> <u>WV 25360</u>	PHONE <u>304-984-1725</u> TOLL FREE FAX <u>304-984-0074</u>
Company: <u>Carpenter Reclamation</u> Rep: <u>Mike Carpenter</u> Email Address: <u>RCARPEN227@AOL.COM</u>	<u>P.O. Box 13015</u> <u>Sissonville, WV 25360</u>	PHONE <u>304-543-1786</u> TOLL FREE FAX <u>304-984-2770</u>
Company: <u>RBS INC</u> Rep: <u>J.K. ROSE</u> Email Address: <u>WJUNIONCONCRETE@FRONTIER.NET.NET</u>	<u>P.O. Box 198</u> <u>MAXWELTON, WV</u> <u>24957</u>	PHONE <u>304-497-3800</u> TOLL FREE FAX <u>304-497-3802</u>
Company: <u>Cowgins LP INC</u> Rep: <u>Dennis C. Elson</u> Email Address: <u>DCC-COWGINS@UPC.COM</u>	<u>P.O. Box 243</u> <u>SIMPSON WV</u> <u>26435</u>	PHONE <u>304-739-4397</u> TOLL FREE FAX <u>304-739-4901</u>

Date: 09-28-2011

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Request for Proposal No. DEP15554
 CLEARWATER CONSTRUCTION, LLC. (S-3016-99)
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TELEPHONE & FAX
 NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: <u>Pineville Pavilion</u> Rep: <u>Johnny Riffe</u> Email Address: <u>Krbippke@aol.com</u>	<u>P.O. box 1290 Pineville WV</u> <u>24874</u>	<u>304 732 8303</u>	
Company: <u>Ryder Contracting Inc</u> Rep: <u>Thana Ryder</u> Email Address: <u>rydercontractinginc@attlink.net</u>	<u>HC 82 Box 199</u> <u>Marlinton WV 24954</u>	<u>304-799-4488</u>	
Company: <u>GREEN MOUNTAIN COMPANY</u> Rep: <u>David Brummet</u> Email Address: <u>DMH722@char.com</u>	<u>511 50th ST</u> <u>Chapman WV 25304</u>	<u>304 9 250255</u>	<u>425 9230</u>
Company: <u>Collins Building & Contracting inc</u> Rep: <u>Roger A Collins Jr</u> Email Address: <u>Collins Building & Contracting</u>	<u>3206 cordy rd</u> <u>Albemarle, WV</u> <u>24621</u>	<u>304-765-3521</u>	
Company: <u>Aspen Corporation</u> Rep: <u>Ashley Allkins</u> Email Address: <u>jadkins@aspen-golf.com</u>	<u>2400 Riffe Drive</u> <u>Daniels WV 25832</u>	<u>304-763-4573</u>	<u>304-763-4591</u>

Date: 09-28-2011

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>GOPHER LAND SERVICES</u>	<u>P.O. Box 194 BEAVER WV 25813</u>	PHONE <u>304 860 1909</u> TOLL FREE
Rep: <u>MIKE ROSE</u>		FAX <u>304 860 1909</u>
Email Address: <u>mrose@suddenlink.net</u>		
Company: <u>All. Construction Inc.</u>	<u>P.O. Box 232</u>	PHONE <u>304 693-7131</u> TOLL FREE
Rep: <u>STEVE STABE</u>	<u>Mr. Stabe, WV 26139</u>	FAX <u>304 693-7199</u>
Email Address: <u>all.estimates@frontier.com</u>		
Company: <u>Utilities Forestry Services</u>	<u>P.O. Box 1027</u>	PHONE <u>442-874-0072</u> <u>cell</u> TOLL FREE
Rep: <u>Don Wendt</u>	<u>Clearfield, PA 16830</u>	FREE <u>1-800-893-9188</u>
Email Address: _____		FAX <u>814-765-8998</u>
Company: _____		PHONE _____ TOLL FREE _____
Rep: _____		FAX _____
Email Address: _____		
Company: _____		PHONE _____ TOLL FREE _____
Rep: _____		FAX _____
Email Address: _____		

DEP15554

CLEARWATER CONSTRUCTION, LLC S-3016-99

PRE-BID CONFERENCE 09/28/11

CLARIFYING DISCUSSIONS

Addendum No. 1

- 1) Road crossing below beaver dam shall be upgraded as directed by WV DEP by means of adding stone and rip rap material paid under the Incidental Stone bid item.
- 2) The attached site plan does not show location of silt fence and haybale dikes, however WV DEP agent on site will direct contractor as to where silt fence and haybale dike are required.
- 3) Call the Office of Special Reclamation if access to site needed for bid preparation.
- 4) No existing culverts, other than those designated to be replaced, shall be removed or damaged.
- 5) Several gas lines run through project areas therefore contractor must communicate with gas company(s) prior to any disturbance.
- 6) Concrete inlets and other debris may be retrieved by property owner prior to contract being awarded.
- 7) The access road through site shall be maintained at all times, utility companies and property owners access site frequently.
- 8) Incidental Stone placement and gradation shall be at the discretion of the on site WV DEP representative.
- 9) Only material located in front of the highwalls is to be used for reclamation of site. The extent of this material shall cease at the toe of the slope of the material located in front of the highwalls.
- 10) Pond 1 shall not be utilized for primary erosion control, silt fence, haybale dike, and sumps shall be used for primary erosion control.

QUESTIONS AND ANSWERS (Asked at Pre-Bid)

Question 1) Referring to the replacement of the culvert pipe. Do we have to replace the pipe, or do we just remove the pipe and put it back in?

Answer 1: No, remove what is crushed and replace it with new pipe.

Question 2) Referring to the replacement of the culvert pipe. Do we replace the entire sixty (60) feet.

Answer 2: Remove what is crushed then DEP will determine how much needs replaced.

Question 3) Referring to location of the culvert. Where is the pipe at?

Answer 3: The culvert is in the hollow we just drove through. Where there was an orange cone placed. The culvert drains this hollow.

Question 4) Referring to the regrading and revegetating of the 14 acres of disturbed ground on the eastern portion of the permit. What is the requirement for cover material?

Answer 4: You are responsible for the vegetative success of the area and must put the best on site material that is available to ensure vegetative success.

Question 5) Referring to the material needed to regrade the disturbed area. Is there a specific area to obtain material?

Answer 5: Yes, only areas that have to be regraded and material lying out in front of the highwalls are to be used. Remainder of area is not to be disturbed.

Question 6) Referring to highwall elimination. What is the maximum slope required?

Answer 6: The backfilled slope for the highwall shall not be steeper than 2:1. (2 horizontal : 1 vertical)

Question 7) Referring to material needed for highwall elimination. Some of the material in front of the highwalls is rock. Do we need to shoot the rock to get the fill material?

Answer 7: Yes, you have to use material that is located out in front of the highwall, so you may need to blast the rock to get the necessary quantity of material needed.

Question 8) Pointing to a disturbed area on the northern side of the road in the eastern portion of permit. Is this part of the permit that will need to be regraded?

Answer 8: Yes, this is part of that 14 acres located on the eastern end of the permit that must be regraded. The disturbed areas on both sides of the access road are to be regraded.

Question 9) Referring to the access road that requires crushed stone to be added. Is this the access road that gets stone when we get done?

Answer 9: Yes, this is the access road that must be maintained.

Question 10) Referring to the access road that requires crushed stone to be added. Can we lower the road to get material for backfilling?

Answer 10: No, the road must be left in good shape for the power and gas companies to use when we are finished and we do not want the roads to be lower than the surrounding areas.

Question 11) Referring to the time required to complete the contract. How much time do we have?

Answer 11: The life of the contract is one year and the performance period is for 365 days.

Question 12) Referring to the water quality parameters that must be kept while pumping Pond 1. Do you know what the pH of the pond is?

Answer 12: No, but it is within limits or we wouldn't be eliminating it.

Question 13) Referring to Pond 1. Will there be a rip rap ditch that goes through the pond area?

Answer 13: Yes, a rip rap ditch will be constructed through the pond area and end at the outer edge of Pond 1 embankment.

Question 14) Referring to the regrading of Pond 1 area. Can we use material from the sides of the pond to backfill the pond area?

Answer 14: No, all material must come from the areas in front of the highwalls.

Question 15) Referring to Pond 1. Do you know how deep this is?

Answer 15: No.

Question 16) Referring to Pond 1. Are the dimensions for Pond 1 in the requisition?

Answer 16: No.

Question 17) Referring to the backfilling of the highwall areas. Are we just regrading the highwall areas that was pointed out or are we going down in the flats and disturbing other areas? What about the slope?

Answer 17: We are only disturbing the highwall area and material located in front of the highwalls. This material was obviously generated from the construction of the highwall. The other areas were not permitted and cannot be disturbed. Nothing on this permit can have a slope greater than 2:1.

Question 18) Referring to the backfilling of the highwalls. Are we going to regrade from the access road back to the highwall or just backfill on a 2:1 slope?

Answer 18: You may come all the way to road if you need the material to complete reclamation.

Question 19) Referring to a section of short highwall. Do we have to backfill to the tree line above the highwall or just the highwall itself?

Answer 19: Just the highwall area unless the area above or below is steeper than 2:1 then you may have to extend you backfilling to the tree line.