



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
DEP15722

PAGE
1

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

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
03/07/2012				

BID OPENING DATE: 03/20/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATION.		
				1. Q&A'S FROM PRE-BID MEETING HELD: 03/01/2012		
				2. VENDOR PRE-BID SIGN-IN SHEET FROM: 03/01/2012		
				BID OPENING REMAINS UNCHANGED AT: 03/20/2012 AT 1:30PM		
				NO OTHER CHANGES		
				END OF ADDENDUM NO.1		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15722 ***** 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 PURCHASE ORDER/CONTRACT

- 1. ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 3. NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
- 4. COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
- 8. CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
- 11. TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 12. RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. 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.
- 14. 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.html 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.
- 15. 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>.
- 16. 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, 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.
- 17. ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to 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 vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

DEP15722
Sugarcamp Run Burning Refuse
Addendum #1

- Item 1: The Contractor shall have 90 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 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.
- Item 2: General comment. At the completion of this project, it is the WVDEP's expectation and requirement that all burning refuse will be extinguished, all surface cracks (fissures) will be removed/sealed/reclaimed, and that all signs of coal combustion will be eliminated. This is regardless of whether or not a temperature over 140° Fahrenheit is observed.
- Item 3: Q - Will different prices be paid for hot (burning) areas versus non-burning areas?
A - No. All excavation will be bid/paid as unclassified excavation as per Bid Item 8.0.
- Item 4: Q - How will soil stripping and soil placement be paid for?
A - Similar to Item 3, all excavation will be paid for as unclassified excavation as per Bid Item 8.0.
- Item 5: Q - What temperatures were observed?
A - Most of the burning areas that were checked had temperatures greater than 140° Fahrenheit. The highest temperature recorded in the boring logs was 155° Fahrenheit at TB-6. Expect a wide variety of temperatures throughout the refuse pile that could be higher than previously observed values.
- Item 6: Q - What temperature is necessary before the excavated area can be filled?
A - A temperature below 140° Fahrenheit, as per section 8.3 of the construction specifications.
- Item 7: Q - What is the estimate of the amount of burning refuse?
A - The amount of burning refuse is unknown. The estimate for total unclassified excavation for bidding purposes is 89,345 cubic yards (which includes all material to be excavated, whether it is burning or not). This is only an estimate, and actual/final quantities could be significantly higher or lower. Actual quantities for excavated material will be paid for at the awarded bid price.
- Item 8: Q - Was drilling done at the first burning area we stopped at?
A - Yes. The first location was boring TB-1. Refer to Sheet 2 for the location of all seven boring locations.
- Item 9: Q - Could the burning areas be deeper in some spots than indicated on the boring logs?
A - Yes. The borings are only a small sample of the entire refuse pile.

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- Item 10: Q - Do we have permission to use the road we drove to the refuse pile on?
A - Yes. The road is a permitted haul road. The road is to be used for access only. The flat area that the vehicles parked on is also a permitted area and not within the construction limits. That area is not available for use as a staging or parking area.
- Item 11: Q - Are we allowed to stockpile refuse and soil at the lower area of the refuse pile that was not burning?
A - No. That area is identified as not to be disturbed on Sheet 5. Other areas of the pile that are not being excavated can be used for stockpiling with prior WVDEP approval.
- Item 12: General comment. The top of the refuse pile is proposed to slope down/back toward the eastern side of the pile. All soil removed can be used for cover where needed and to maintain grade. The soil to be moved will be paid for at the unclassified excavation bid price. The soil to be moved was included in the estimated amount of unclassified excavation in Bid Item 8.0.
- Item 13: Q - Are the ditches specified to be sandstone or limestone?
A - Either sandstone or limestone is acceptable, as long as it meets the requirements of Specification Section 7.2. Shale or reddog will not be permitted for the ditches.
- Item 14: Q - Are any of the ditches grouted?
A - Yes. Refer to the drainage detail tables on Sheet 6.
Proposed ditch A is grouted from Station 07+40 to Station 08+27 (87 feet).
Proposed ditch B is grouted from Station 04+77 to Station 09+53 (476 feet).
- Item 15: Q - Is any blasting proposed or allowed?
A - No, not within the construction limits.
- Item 16: General comment. Two burning areas that were observed on the southern side of the refuse pile that were not identified on the drawings will be included as part of the burning areas that are required to be excavated and extinguished. They are within the construction limits. No change in the Bid Sheet or Specifications is required.
- Item 17: Q - How deep are the two areas just observed (Item 16)?
A - The depth is unknown. The excavation will be paid for at the unclassified excavation bid price.
- Item 18: Q - On what side is the ditch (proposed channel) on the southern side of the pile?
A - The proposed drainage channel will generally follow the existing channel closest to the refuse pile.

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- Item 19: Q - Is water from the pond visible from the refuse pile available to use for burning refuse extinguishing?
A - The pond is on the permitted area. The water is not available unless the contractor obtains permission from the coal company that maintains/owns it.
- Item 20: Q - Does the hillside (southern side of the refuse pile) need to be regraded?
A - Yes.
- Item 21: Q - Can the trees that need cut be windrowed, mulched or burned?
A - The trees to be cut should be removed according to Specifications Section 4.0. No burning will be allowed on the refuse pile. Windrowing and mulching are acceptable as long as Specification Section 4.0 is followed.
- Item 22: Q - What is to be done with the existing HDPE plastic pipe on the southern side of the refuse pile?
A - The pipe serves the coal company. It needs to be protected from damage, including where it crosses the Stabilized Construction Entrance. It is noted on the drawings.
- Item 23: Q - How can we get a key for the locked gate if we want to visit the site?
A - Contact: Mark McCoy - Peerless Eagle Coal / Nicholas Energy at 304-872-5065.

Date: March 1, 2012

SIGN IN SHEET

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*** 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>All-Con LLC</u>	<u>124 Phil Pott Lane</u>	PHONE <u>304 731-0190</u>
Rep: <u>David Tole</u>	<u>Beaver WV 25813</u>	TOLL FREE
Email Address: <u>DIRIE @ ACT-wv.com</u>		FAX <u>304 255-4232</u>
Company: <u>DCI SHARES INC.</u>	<u>Ber 1229</u>	PHONE <u>804-673-5358</u>
Rep: <u>Bob Pantenburg</u>	<u>Blue Ridge WA 22701</u>	TOLL FREE
Email Address: <u>Bob.Pantenburg@DCIshares.com</u>		FAX <u>804-523-3037</u>
Company: <u>Longil Up Inc.</u>	<u>P.O. Box 243</u>	PHONE <u>304-739-4397</u>
Rep: <u>Brian Moore</u>	<u>Simpson, WV 26135</u>	TOLL FREE
Email Address: <u>DCE - conglup@earthlink.net</u>		FAX <u>739-4401</u>
Company: <u>David L. Ryder Cont Inc</u>	<u>P.O. Box 447 White Sulphur Springs WV 24986</u>	PHONE <u>304-536-9383</u>
Rep: <u>NOEL C RYDER</u>		TOLL FREE
Email Address: <u>RYDERCONTRACTING@</u>	<u>Suddenlink.net</u>	FAX <u>304-536-9381</u>
Company: <u>EASTERN ARROW</u>	<u>P.O. Box 4108</u>	PHONE <u>304-414-0255</u>
Rep: <u>Ann Harmon</u>	<u>Charleston WV 25304</u>	TOLL FREE
Email Address: <u>easternarrow@hotmail.com</u>		FAX

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: <u>Mountain Haus Properties Inc.</u> Rep: <u>Mike Jarrett</u> Email Address: <u>mike.jarrett@yaho.com</u>	<u>1805 Smith Rd</u> <u>Charles ton WV 25314</u>	<u>304-595-0408</u>	<u>304-595-3111</u>
Company: <u>Collins Building & Contracting Inc.</u> Rep: <u>Ray Collins</u> Email Address: <u>Collins Building & Highways.net</u>	<u>3404 Carly Rd</u> <u>Flatwood, WV</u> <u>26031</u>	<u>304-765-3521</u>	<u>304-765-3521</u>
Company: <u>J F ALLEN CO</u> Rep: <u>JAMES ALLEN</u> Email Address: <u>JAMES.ALLEN@JFALLINC.COM</u>	<u>PO BOX 2049</u> <u>Buckhannon WV</u> <u>26201</u>	<u>304-472-8896</u>	<u>304-472-8897</u>
Company: <u>Steve Moore</u> Rep: <u>Steve Moore</u> Email Address: <u>SEM51@frontier.com</u>	<u>860 Main St</u> <u>Summersville WV</u> <u>26651</u>	<u>304 872 0904</u>	
Company: <u>Spring Creek Energy</u> Rep: <u>Wayne Davis</u> Email Address: _____	<u>800 Main St</u> <u>Summersville WV</u> <u>26651</u>	<u>304 872 0904</u>	

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>GREEN MOUNTAIN COMPANY</u>	<u>511 50th ST</u>	PHONE <u>304 925 0253</u>
Rep: <u>David H. Bowman</u>	<u>Chas WV</u>	TOLL FREE
Email Address: <u>DHB7ize@yahoo.com</u>	<u>25304</u>	FAX <u>925 9236</u>
Company: <u>BARNES EXC. INC.</u>	<u>P.O. Box 13384</u>	PHONE <u>984-1725</u>
Rep: <u>Robert Barnes</u>	<u>Sissonville</u>	TOLL FREE
Email Address: <u>BARNESXCA@AOL.COM</u>	<u>WV 25360</u>	FAX <u>984-0074</u>
Company: <u>EAGLE EXCAVATION INC.</u>	<u>P.O. Box 218</u>	PHONE <u>(304) 372-4378</u>
Rep: <u>GEORGE FRESHOUR</u>	<u>KENNA, WV</u>	TOLL FREE
Email Address: <u>AGW@EAGLEEXCAVATION.COM</u>	<u>25248</u>	FAX <u>(304) 372-4378</u>
Company: <u>Phillip and Solman</u>	<u>265 Williamstown pike</u>	PHONE <u>(825) 735-2365</u>
Rep: <u>Robert Elce</u>	<u>Williamstown, WV</u>	TOLL FREE
Email Address: <u>rlce@pand5.com</u>	<u>26187</u>	FAX <u>304-375-4043</u>
Company: <u>ESMER & ASSOCIATES, INC.</u>	<u>P.O. Box 426</u>	PHONE <u>304-179-2131</u>
Rep: <u>DON PHILLIPS</u>	<u>Barners, WV 25901</u>	TOLL FREE
Email Address: <u>d.phillips@esmerassociates.com</u>		FAX <u>304-179-2859</u>

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FIRM & REPRESENTATIVE NAME

Company:	<u>McCourt & Son Const.</u>	<u>2790 Centralia Rd</u>	PHONE <u>304 765-5288</u>
Rep:	<u>Gary Long</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address:	<u>glong@winfire.com</u>		FAX <u>304 765-5297</u>
Company:	<u>RBS, INC</u>	<u>PO Box 198</u>	PHONE <u>304-497-3800</u>
Rep:	<u>JK ROSE</u>	<u>MAWQUENTON, WV</u>	TOLL FREE
Email Address:	<u>UNIONCONCRETE@FRONTIER.NET.NET</u>	<u>24957</u>	FAX <u>304-497-3802</u>
Company:	<u>Meadows Stone & Paving Inc.</u>	<u>P.O. Box 10</u>	PHONE <u>304-364-5151</u>
Rep:	<u>Kenton Meadows III</u>	<u>Cassaway, WV 26624</u>	TOLL FREE
Email Address:	<u>KMeadows@MSPD.US</u>		FAX <u>304-364-5153</u>
Company:	<u>Ryder Contracting Inc</u>	<u>HC 82 Box 199</u>	PHONE <u>304-799-4486</u>
Rep:	<u>Thane A. Ryder</u>	<u>Marlinton WV 24954</u>	TOLL FREE
Email Address:	<u>RyderContractingInc@citlink.net</u>		FAX <u>304-799-4432</u>
Company:	<u>Breakaway Inc.</u>	<u>1075 Old Turnpike Rd</u>	PHONE <u>765-5317</u>
Rep:	<u>Doug Vincent</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address:			FAX <u>765-5389</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: <u>Apco Corporation</u>	<u>2100 Ritter Drive</u>	<u>304-763-4573</u>	
Rep: <u>Ashley Atkins</u>	<u>Danville WV 25832</u>		<u>304-763-4591</u>
Email Address: <u>jatlkins@apco-golf.com</u>			
Company: <u>Utilities Forestry Services</u>	<u>P.O. Box 1027</u>	<u>304-686-2372</u>	
Rep: <u>Don Wendt</u>	<u>Clearfield PA 16830</u>	<u>1-800-993-9188</u>	
Email Address: _____		<u>304-765-5698</u>	
Company: <u>Pineville Paving & Excavations Inc.</u>	<u>P.O. Box 1290</u>	<u>304-732-8303</u>	
Rep: <u>Kevin D. Bradford</u>	<u>Pineville WV 24874</u>		
Email Address: <u>Tony PPI@AOL.COM</u>		<u>304-732-7855</u>	
Company: <u>Carpenter Reclamation</u>	<u>PO Box 13015</u>	<u>304 984 984-1115</u>	
Rep: <u>Randy Carpenter</u>	<u>Jessonsville WV 25360</u>		
Email Address: <u>Rcarpenter@wvcoal.com</u>		<u>984-2770</u>	
Company: _____		PHONE TOLL FREE	FAX
Rep: _____			
Email Address: _____			