



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
DEP15725

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
03/05/2012				

BID OPENING DATE: 03/21/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATIO		
				1. Q&A'S FROM PRE-BID MEETING HELD:2/23/2012		
				2. REVISIONS TO SPEC		
				3. TO DISTRIBUTE PRE-BID SIGN-IN SHEET FROM:2/23/2012		
				PRE-BID MEETING		
				4. TO CHANGE BID OPENING DATE FROM:3/08/2012 AT 1:30PM		
				TO:3/21/2012 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 DEP15725 ***** 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.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.
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).

DEP15725
Shabbyroom Hollow Complex
Addendum # 1

Item 1: 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 liquidated 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.

Item 2: Bat gates are to be installed between May 1 and August 31.

Item 3: Item 6.0, Re-vegetation, will be paid per plan view acre.

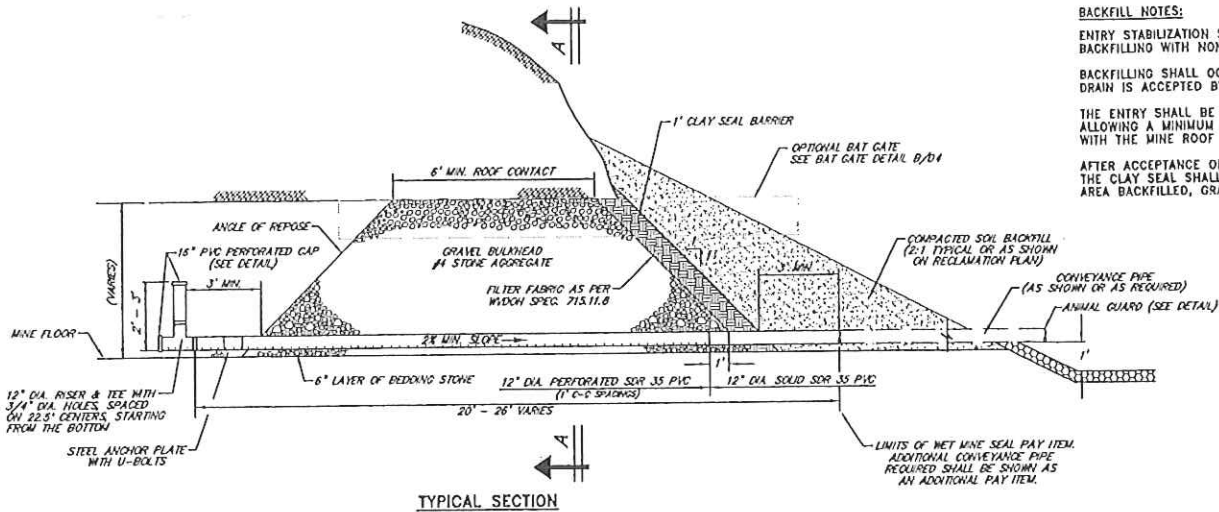
Item 4: The mine seal details have been modified to reflect the use of No. 4 stone. Revised detail sheets are attached.

Item 5: In reference to Specification 7.3.4.3, the culvert bedding and trench backfilling shall be Class 1 Crushed Stone, instead of AASHTO No. 57 coarse aggregate. A revised detail sheet is attached.

Item 6: In reference to the cistern installations, the Contractor is to coordinate water service interruptions and hookups with the property owner, to the satisfaction of the Engineer. This may require the Contractor to provide an alternate water supply/service during construction.

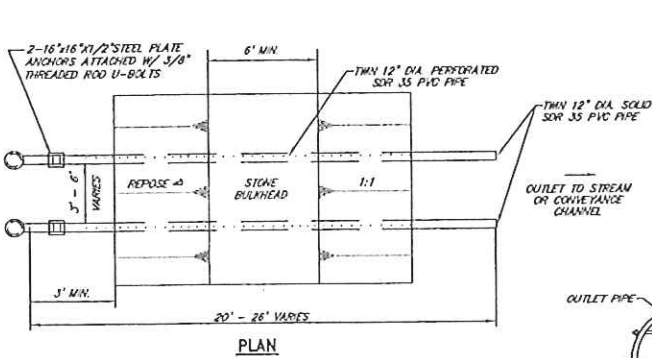
Item 7: In reference to the newly installed swimming pool at Site 2 – if there is a conflict with the location of the swimming pool and the proposed alignment of the drainage path, field adjustments can be made with prior approval from the Engineer.

Item 8: In reference to site access to Portal No.'s 15 and 16, the WVDEP has obtained, or will obtain, all necessary Corps permits.

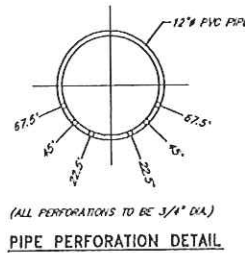


BACKFILL NOTES:
 ENTRY STABILIZATION SHALL BE ACCOMPLISHED BY BACKFILLING WITH NON-CALCAREOUS STONE.
 BACKFILLING SHALL OCCUR AFTER INSTALLATION OF DRAIN IS ACCEPTED BY THE ENGINEER.
 THE ENTRY SHALL BE FILLED WITH STONE TO A DEPTH ALLOWING A MINIMUM OF 6 LINEAR FEET OF CONTACT WITH THE MINE ROOF OR TOP OF COAL SEAM.
 AFTER ACCEPTANCE OF BACKFILLING BY THE ENGINEER, THE CLAY SEAL SHALL BE INSTALLED AND THE ENTIRE AREA BACKFILLED, GRADED, SEEDED AND MULCHED.

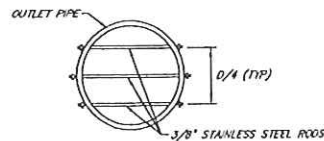
TYPICAL SECTION



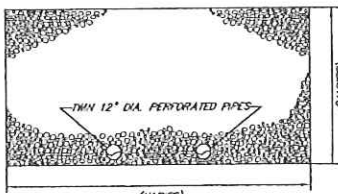
PLAN



PIPE PERFORATION DETAIL

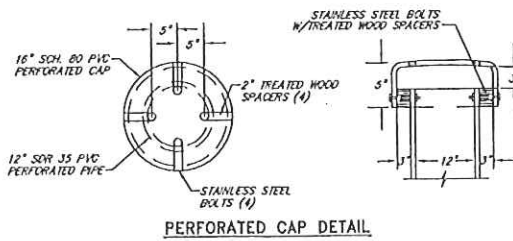


TYPICAL ANIMAL GUARD DETAIL



SECTION A-A
STONE BULKHEAD

A
D4 WET MINE SEAL DETAIL
NO SCALE

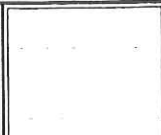


PERFORATED CAP DETAIL

WET MINE SEAL DETAIL

NO SCALE

DATE	NO.	REVISION



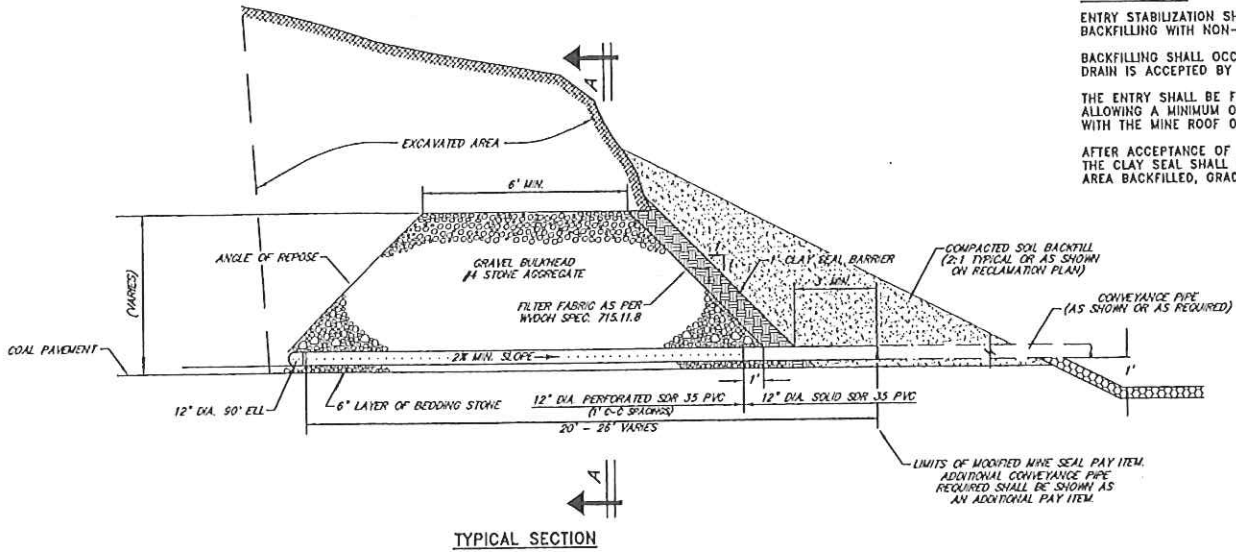
TERRADON
 CONSULTING
 Engineering, Surveying, Landscape Architecture
 P.O. Box 519
 Nitro, West Virginia 25143
 (304) 755-8291 FAX 755-2836
 www.terradon.com

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

SHABBYROOM HOLLOW COMPLEX
 McDOWELL COUNTY, WEST VIRGINIA

Project No.	10056-0044
Drawn	KLS
Checked	WLO
Approved	WJS
Scale	NONE
Date	2-27-12
CAD FILE #	DETAILS

DTL6



BACKFILL NOTES:

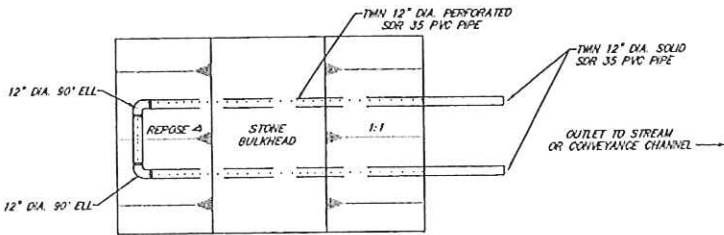
ENTRY STABILIZATION SHALL BE ACCOMPLISHED BY BACKFILLING WITH NON-CALCAREOUS STONE.

BACKFILLING SHALL OCCUR AFTER INSTALLATION OF DRAIN IS ACCEPTED BY THE ENGINEER.

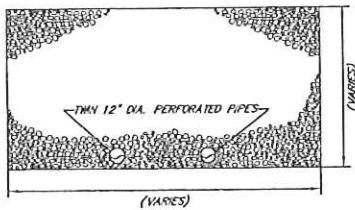
THE ENTRY SHALL BE FILLED WITH STONE TO A DEPTH ALLOWING A MINIMUM OF 6 LINEAR FEET OF CONTACT WITH THE MINE ROOF OR TOP OF COAL SEAM.

AFTER ACCEPTANCE OF BACKFILLING BY THE ENGINEER, THE CLAY SEAL SHALL BE INSTALLED AND THE ENTIRE AREA BACKFILLED, GRADED, SEEDED AND MULCHED.

TYPICAL SECTION



PLAN



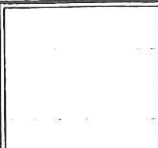
**SECTION A-A
STONE BULKHEAD**

A **MODIFIED WET MINE SEAL DETAIL**
D3 NO SCALE

MODIFIED WET MINE SEAL DETAIL

NO SCALE

DATE	NO.	REVISION



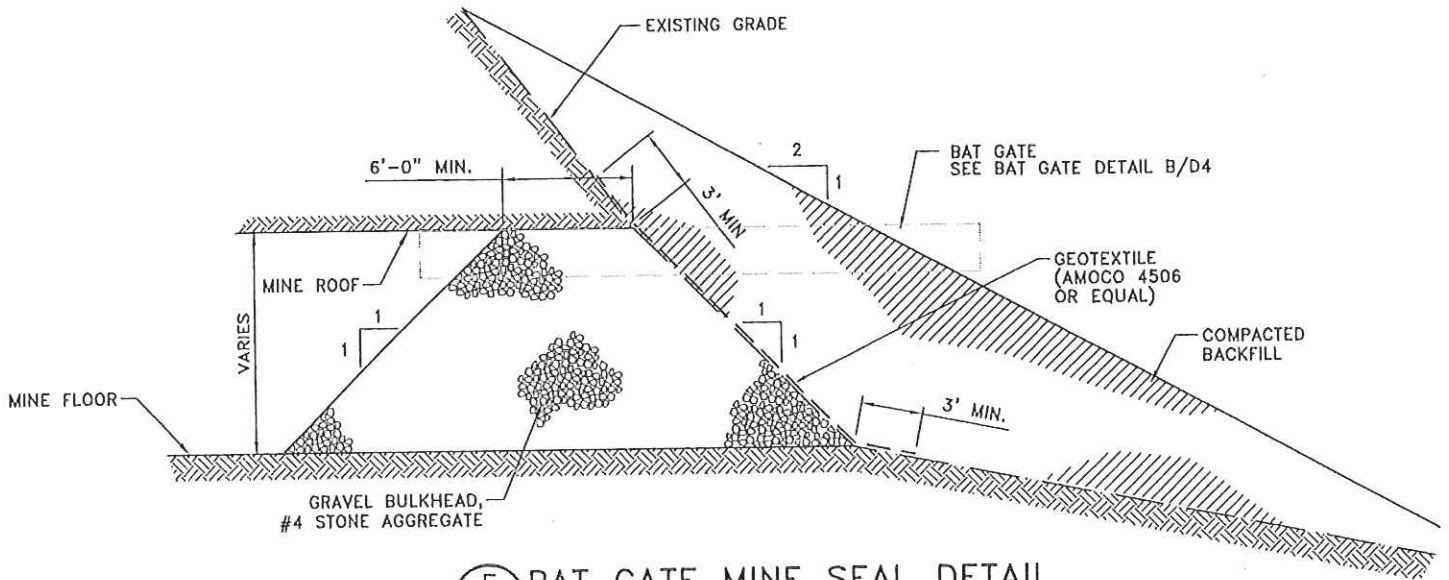
TERRADON CORPORATION
 Engineering • Surveying • Landscape Architecture
 P.O. Box 519
 Nitro, West Virginia 25145
 (304) 755-8291 • FAX 755-2658
 www.terradon.com

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

SHABBYROOM HOLLOW COMPLEX
 McDOWELL COUNTY, WEST VIRGINIA

Project No.	10055-0014
Drawn	JLS
Checked	WLD
Approved	WJS
Scale	NONE
Date	2-27-12
CD File #	DETAILS

DTL4



E BAT GATE MINE SEAL DETAIL
D3 NO SCALE

BAT GATE MINE SEAL DETAIL

NO SCALE

GATE	NO.	EDYSON

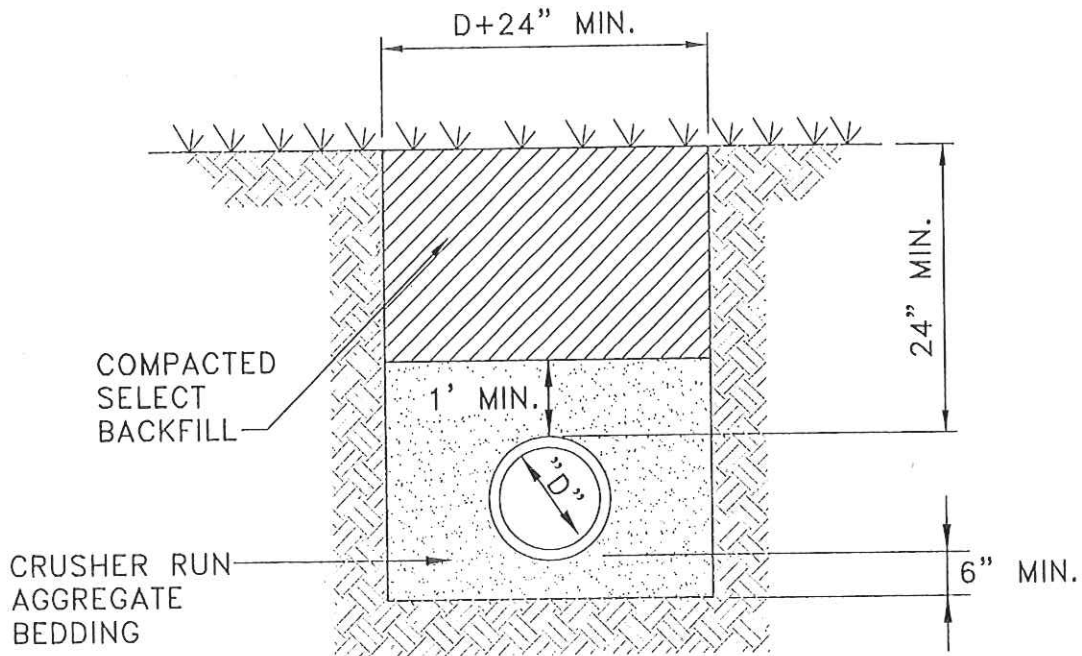
TERRADON
 Engineering - Surveying - Landscape Architecture
 P.O. Box 519
 Nitro, West Virginia 25143
 (304) 755-8291 FAX 755-2636
 www.terradon.com

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

SHABBYROOM HOLLOW COMPLEX
 McDOWELL COUNTY, WEST VIRGINIA

Project No.	10056-0044
Drawn	WLS
Checked	WLG
Approved	WJS
Scale	NONE
Date	2-27-12
Sheet #	DETAILS

DTL5



C PIPE BEDDING DETAIL
D2 NO SCALE

PIPE BEDDING DETAIL

NO SCALE

GATE	NO.	REVISION

TERRADON
 Engineering • Surveying • Landscape Architecture
 P.O. Box 519
 Nitro, West Virginia 26143
 (304) 755-8281 FAX 755-2835
 www.terradon.com

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

SHABBYROOM HOLLOW COMPLEX
 McDOWELL COUNTY, WEST VIRGINIA

Project No	10055-0044
Drawn	XLS
Checked	WLG
Approved	WJS
Scale	NONE
Date	2-27-12
CD File #	DETAILS

DTL3

SIGN IN SHEET

Request for Proposal No. DEP15725

Date 02-23-12

Shabbyroom Hollow Complex

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

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

TELEPHONE & FAX NUMBERS

Company: DBA / SANDRA DELAEGY ⁽⁸³⁵⁾ PHONE 849-0363

Rep: Sandra DeLaegy TOLL FREE

Email Address: ALSTORM@aol.com FAX

Company: John DeLaegy PHONE ⁽²³⁹⁾ 809-8888

Rep: TOLL FREE

Email Address: HAZMACHMAN@aol.com FAX

Company: WISEMAN EXCAVATING PHONE 304-586-3736

Rep: JOE WISEMAN TOLL FREE

Email Address: jwposca1@aol.com FAX 304-586-3789

Company: A11-CON LLC PHONE 304-731-0190

Rep: David Irle TOLL FREE

Email Address: DIRLE @ ACT-WV.COM FAX ~~304~~ 304 255 -4232

Company: BARNES EXCINC. P.O. Box 13384 PHONE 304-984-1725

Rep: Robert Z (RZ) Sissonville TOLL FREE

Email Address: BARNES EXCA@aol.com WV 25360 FAX 304-984-0074

SIGN IN SHEET

Request for Proposal No. DEP15725

Shabbyroom Hollow Complex

Date 02-23-12

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

FIRM & REPRESENTATIVE NAME MAILING ADDRESS TELEPHONE & FAX NUMBERS

Company:	<u>Eagle Excavation Inc.</u>	PHONE	<u>304 372-4378</u>
Rep:	<u>GEORGE FRIESTHOR</u>	TOLL FREE	<u>_____</u>
Email Address:	<u>not there</u>		
Company:	<u>DEI / SHINES INC</u>	PHONE	<u>304 323 1996</u>
Rep:	<u>Michael Frakes</u>	TOLL FREE	<u>_____</u>
Email Address:	<u>_____</u>	FAX	<u>304 323 3037</u>
Company:	<u>Main St. Builders</u>	PHONE	<u>304-480-3912</u>
Rep:	<u>Stevetibbs</u>	TOLL FREE	<u>_____</u>
Email Address:	<u>Stibbs@msbwr.com</u>		
Company:	<u>GREEN MOUNTAIN CO</u>	PHONE	<u>304 925 0253</u>
Rep:	<u>David H. Bowman</u>	TOLL FREE	<u>_____</u>
Email Address:	<u>DHB 722 E Y 400</u>	FAX	<u>304 925 9230</u>
Company:	<u>Cowgill Wp Inc.</u>	PHONE	<u>304-739-4327</u>
Rep:	<u>Brian Moore</u>	TOLL FREE	<u>_____</u>
Email Address:	<u>BCE@cowgillwp.com@link.net</u>	FAX	<u>-739-4401</u>

SIGN IN SHEET

Request for Proposal No. DEP15725

Date 02-23-12

Shabbyroom Hollow Complex

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

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

TELEPHONE & FAX NUMBERS

Company:	<u>Carpenter Reclamation, Inc.</u>	<u>P.O. Box 13015</u>	<u>304-984-1115</u>
Rep:	<u>Mike Carpenter</u>	<u>Sissonville, WV 25360</u>	TOLL FREE <u>304-550-6206</u>
Email Address:	<u>R.Carpenter103@aol.com</u>		FAX <u>304-984-2770</u>
Company:	<u>A&A ENTERPRISE INC</u>	<u>151 Stewart St</u>	PHONE <u>304-320-3961</u>
Rep:	<u>Wes Adair</u>	<u>24801</u>	TOLL FREE
Email Address:	<u>Wes.adair@HotMail.com</u>		FAX <u>304-436-5111</u>
Company:	<u>Fingerle Printing & Exp. Inc</u>		PHONE <u>304-732-8303</u>
Rep:	<u>MIKE BEADFORD</u>		TOLL FREE
Email Address:	<u>B.Mike.B.I.@aol</u>		FAX <u>304-722-1855</u>
Company:	<u>Breakaway Inc</u>		PHONE <u>304-765-5317</u>
Rep:	<u>Doug Vincent</u>		TOLL FREE
Email Address:			FAX
Company:			PHONE
Rep:			TOLL FREE
Email Address:			FAX