



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
DEP15764

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
03/20/2012				

BID OPENING DATE: 03/29/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM FOR THE "REYNOLDSVILLE REFUSE" PROJECT ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATION OBTAINED FROM PRE-BID MEETING HELD: 03/13/2012.		
				1. Q & A'S		
				2. REVISED CONTRACTORS BID SHEET		
				3. PRE-BID SIGN IN SHEET		
				BID OPENING DATE REMAINS UNCHANGED: 3/29/2012 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 DEP15764 ***** 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.

**Addendum #1 - Questions During Pre-Bid Meeting
Reynoldsville Refuse
DEP15764**

The following comments and questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflict between the two.

Questions:

- Q.** Sinkhole and tensional crack repair how are they to be paid?
A. As per specifications, Section 8.1 subsection (i) it states, "The sealing of subsidence features shall be considered incidental".
- Q.** The small slip repair at Site #5, how is it to be paid?
A. The work will be done as incidental to Pay Item 8.1, Unclassified Excavation.

Comment:

Site #8 will be eliminated from the project. A "Revised Bid Schedule is attached which reflect adjusted quantities for the removal of this work. It should be noted that the quantity for Bid Item 7.11, Streambank Protection has been reduced to zero (0).

The Contractor shall have 270 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages clause will be in effect after the 270 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes. The project shall be bid as per the attached revised bid schedule.

Reynoldsville Refuse

DEP15764

Revised Contractor's Bid Sheet

Company Name: _____

Address: _____

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
1.0	1	"Mobilization and Demobilization," per lump sum. Cannot be more than 10% of the Total Amount Bid for the project.	l.s.	\$
2.0	1	"Construction Layout," per lump sum. Cannot be more than 5% of the Total Amount Bid for the project.	l.s.	\$
3.0	1	"Quality Control," per lump sum. Cannot be more than 3% of the Total Amount Bid for the project.	l.s.	\$
4.1	1	"Site Preparation," per lump sum. Cannot be more than 10% of the Total Amount Bid for the project.	l.s.	\$
4.2	450	"Class 1 Aggregate," per ton	\$	\$
5.1	6,000	"Silt Fence," per linear foot	\$	\$
5.2	1,500	"Super Silt Fence," per linear foot	\$	\$
5.3	6,000	"Erosion Control," per linear foot	\$	\$
5.4	13	"Stone Construction Entrance," per each	\$	\$
6.0	27	"Revegetation," per plan acre	\$	\$
7.1	2,300	"Riprap Vee Channel, 2-Foot Depth" per linear foot	\$	\$
7.2	100	"Grouted Riprap Vee Channel, 2-Foot Depth" per linear foot	\$	\$
7.3	600	"Riprap Vee Channel, 3-Foot Depth" per linear foot	\$	\$
7.4	2,200	"Grouted Riprap Vee Channel, 3-Foot Depth" per linear foot	\$	\$
7.5	800	"Trapezoidal Channel," per linear foot	\$	\$
7.6	1,000	"Grouted Trapezoidal Channel," per linear foot	\$	\$
7.7	50	"Conveyance Channel," per linear foot	\$	\$
7.8	2	"Low Water Crossing," per each	\$	\$
7.9	350	"24-inch Diameter Culvert," per linear foot	\$	\$
7.10	75	"36-inch Diameter Culvert," per linear foot	\$	\$
7.11	0	"Streambank Protection," per square yard	\$.00	\$.00
7.12	210	"Bore and Jack" per linear foot	\$	\$
7.13	115	"Manholes," per linear foot depth	\$	\$
7.14	1,400	"Mine Seal Conveyance Pipe," per linear foot	\$	\$
7.15	850	"18-inch Diameter Culvert," per linear foot	\$	\$
8.1	18,000	"Unclassified Excavation," per cubic yard	\$	\$
8.2	6.5	"Soil Placement," per plan acre	\$	\$
8.3	2	"Site 3 - Surface Crack/Depression Repair," per each	\$	\$
8.4	1	"Site 5 - Landslide Repair," per each	\$	\$
9.1	22	"Wet Seal," per each	\$	\$
9.2	1	"Bat Gate," per each	\$	\$
9.3	100	"Soda Ash Briquettes," per 50 pound bag	\$	\$
10.1	80	"Seep Collector," per linear foot	\$	\$
10.2	500	"Underdrain," per linear foot	\$	\$
10.3	2	"Inlets," per each	\$	\$
10.4	170	"Conveyance Pipe," per linear foot	\$	\$
14.1	1750	"Shaft Backfill," per ton	\$	\$
14.2	100	"Concrete Shaft Seal," per square yard	\$	\$
TOTAL				\$

Date: March 13, 2012

SIGN IN SHEET

PLEASE PRINT

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Reynoldsville Refuse

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

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME MAILING ADDRESS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: DCI SHARES INC	Box 1259	PHONE 304-673-9358	
Rep: Bob Cowles	Box 1259		
Email Address: Bob.Cowles@DCISHARESINC			
Company: BARNES EXC. INC.	P.O. Box 13384	PHONE 304-984-1725	
Rep: Robert L. Barnes	Sissonville WV 25360		
Email Address: BARNES_EXC@aol.com			
Company: WISEMAN EXCAVATING	Box 190 Liberty WV	PHONE 304-586-3736	
Rep: Brad Wilman	25124		
Email Address:			
Company: Phillips and Jordan	265 Williamstown Pike	PHONE 304-375-4040	
Rep: Jason Seaton	Williamstown, WV		
Email Address: jseaton@panj.com			
Company: GAF Consultants	300 Summers St	PHONE 304-743-5340	
Rep: Charles Straley	Suite 1100		
Email Address: c.straley@gafconsultants.com	Charleston, WV 25310		

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>GREEN MOUNTAIN CO.</u>	<u>511 50th ST</u>	PHONE <u>304 925 0257</u>
Rep: <u>DAVID H. BOWMAN</u>	<u>CH99 WV</u>	TOLL FREE
Email Address: <u>DHB722@pyhco.com</u>	<u>25309</u>	FAX <u>925-9230</u>
Company: <u>J F ALLEN</u>	<u>PO Box 2049</u>	PHONE <u>304 472 8890</u>
Rep: <u>JAMES ALLEN</u>	<u>Buckhannon WV</u>	TOLL FREE
Email Address: <u>JAMES.ALLEN@JFALLENCO.COM</u>	<u>26201</u>	FAX <u>304 472 8897</u>
Company: <u>Pro Contracting, Inc</u>	<u>315 Riverside Dr</u>	PHONE <u>304 622-2400</u>
Rep: <u>Matt Evans</u>	<u>Clarksburg WV</u>	TOLL FREE
Email Address: <u>MEVANS4@MAIL.CLKS.VG.COM</u>	<u>26301</u>	FAX <u>304 622-2410</u>
Company: <u>Breakaway Inc.</u>	<u>1075 Old Temp.ike 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>
Company: <u>ATC ASSOCIATES</u>	<u>3 TERA LANE</u>	PHONE <u>461-626-2190</u>
Rep: <u>Jay Carvalho</u>	<u>Burlington NJ 08016</u>	TOLL FREE
Email Address: <u>JAY.CARVALHO@ATCASSOCIATES.COM</u>		FAX

Date: MARCH 13, 2012

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Foster Supply</u>	<u>clarksburg WV</u>	PHONE <u>(304) 203-2351</u>
Rep: <u>Dion Wamsley</u>		TOLL FREE
Email Address: <u>Wamsley@fostersupply.com</u>		FAX
Company: <u>LIME DOSER CONSULTING</u>	<u>P.O. Box 2184</u>	PHONE <u>304-669-8616</u>
Rep: <u>Donald H. STAMM</u>	<u>CLARKSBURG, WV 26302</u>	TOLL FREE
Email Address: <u>INFO@LIMEDOSER.COM</u>		FAX <u>304-782-1037</u>
Company: <u>Bouceton Farm Service</u>	<u>PO BOX 107</u>	PHONE <u>304-379-2641</u>
Rep: <u>Shirley H. Moyer</u>	<u>Bouceton, WV 26005</u>	TOLL FREE
Email Address: <u>Charlie.moyer@sscorp.com</u>	<u>26525</u>	FAX <u>304-374-2645</u>
Company: <u>Lowgill 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>DLE - comp@lowgill.com</u>		FAX <u>739-49101</u>
Company: <u>GREEN RIVER GROUP LLC</u>	<u>530 Ashbrook St</u>	PHONE <u>304-594-3991</u>
Rep: <u>Bob Calvert</u>	<u>GREENCASTLE WV 26038</u>	TOLL FREE
Email Address: <u>SCALVERT@GRC.AOL.COM</u>		FAX <u>304-594-3992</u>