



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
DEP15766

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: 03/27/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM FOR THE "THORPE REFUSE PILE" PROJECT ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATION FROM THE PRE-BID MEETING HELD: 03/07/2012.		
				1. Q & A'S 2. PRE-BID SIGN-IN SHEET		
				BID OPENING REMAINS UNCHANGED: 3/27/2012 AT 1:30 PM. 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 DEP15766 ***** 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 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.

DEP15766
Thorpe Refuse Pile
Addendum # 1

Item 1: The contractor will have 180 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 180 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: Q: Is water quality data from the portal/seep areas available?

A: There was no measurable water quantity in the piezometers immediately following boring operations. Water samples taken from the seep areas on 9-26-11 indicated a pH level of 8.0, and iron=0.00 mg/l. Please refer to Section 10.0 of the Specifications concerning dewatering, treatment, and mine seal construction.

If the portals are not open, it is possible that the portals have a blowout potential. The Contractor shall check the level of impounded water prior to performing dewatering. The Contractor shall perform this work after taking all necessary precautions with regard to control and treatment of the impounded water, with all work being performed at the risk of the Contractor. The WVDEP and ENGINEER accept no responsibility or liability for any type of personal or property injury which may result during excavation or other work activities. A dewatering plan shall be submitted to the WVDEP for approval prior to mine seal installation.

Drainage of any pooled water inside the mine shall be performed in a controlled manner as needed to facilitate the construction and to slowly relieve any built-up head conditions, to prevent a sudden release of water of "blowout" downstream, and to prevent excessive erosion. Pumping or other ENGINEER approved methods may be required for dewatering. The Contractor is also cautioned of the possibility of flowable iron oxide and aluminum precipitate discharging from the mine. The Contractor shall exercise extreme caution in dewatering the mine.

Treatment of pooled water inside the mine may be required to achieve effluent limits for pH, iron, aluminum or other parameters regulated by the state. The Contractor shall be responsible for meeting any and all effluent limits established by the appropriate regulatory agencies.

If required, as determined by the ENGINEER, the Contractor shall provide a treatment system that may include soda ash briquettes for adjusting pH and a sump for settling iron and aluminum precipitates. The application rate of soda ash briquettes shall be as directed by the ENGINEER based on the pH and metals analyses performed by the Contractor.

Soda Ash used to neutralize mine acid drainage shall be supplied in 50# bags of briquettes. The purity of the Soda Ash shall be clearly marked on the container. Soda Ash supplied for neutralization shall be 98% Sodium Carbonate.

Upon completion of mine dewatering and mine seal installation the piezometers will be removed and the drill hole will be grouted. Piezometer Abandonment: Piezometers are to be removed and abandoned by an individual who has been certified by the State of West Virginia in accordance with 47CSR59 "Monitoring Well Regulations.". This certification is required for construction, installation, alteration and/or abandonment of any monitoring wells and select boreholes. Piezometers should not be abandoned until mine dewatering is completed.

Request for Proposal No. DEP15766

Date 03-07-12

Thorpe Refuse Pile

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>GREEN MOUNTAIN COMBUST</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>DHB72ze@yahoo.com</u>	<u>25304</u>	FAX <u>925 9230</u>
Company: <u>Cowgirl Up Inc.</u>	<u>P.O. Box 243</u>	PHONE <u>304-739-4397</u>
Rep: <u>Brian Moore</u>	<u>Simpson WV 26435</u>	TOLL FREE
Email Address: <u>DCE_cowgirlup@earthlink.net</u>		FAX <u>-739-4401</u>
Company: <u>TEGSTRAN ARROW</u>	<u>PO BOX 4108</u>	PHONE <u>304-614-0255</u>
Rep: <u>Ann Klammann</u>	<u>CHARLESTON, WV 25364</u>	TOLL FREE
Email Address:		FAX <u>0256</u>
Company: <u>Pineville Paving & Excavating, Inc.</u>	<u>P.O. Box 1890</u>	PHONE <u>304-732-8303</u>
Rep: <u>Kevin D. Bradford</u>	<u>Pineville WV 24879</u>	TOLL FREE
Email Address: <u>Tony PPI@AOL.COM</u>		FAX <u>304-732-7855</u>
Company: <u>Apex Corporation</u>	<u>2400 Ritter Drive</u>	PHONE <u>304 763 4573</u>
Rep: <u>Ashley Adkins</u>	<u>Janets WV 25832</u>	TOLL FREE
Email Address: <u>jadkins@aspen-golf.com</u>		FAX <u>304-763-4551</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>ASA Energy Inc</u>	<u>151 Stewart St Welch</u>	PHONE <u>304-320-3961</u>
Rep: <u>Wes Adair</u>	<u>WVA 24801</u>	TOLL FREE
Email Address: <u>Wesadair@Hotmail.com</u>		FAX <u>304-436-5111</u>
Company: <u>Carpenter Reclamation</u>		PHONE <u>304-984-1115</u>
Rep: <u>Randy Carpenter Reclamation</u>		TOLL FREE
Email Address: <u>R.Carp@1011@aol.com</u>		FAX <u>984-2770</u>
Company: <u>E. L. Robinson Engineering</u>		PHONE <u>304-776-7473</u>
Rep: <u>Rich Watts</u>		TOLL FREE
Email Address: <u>rwatts@elrobinson.com</u>		FAX
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>
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX