



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
DEP15767

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 804-558-8802

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
03/26/2012				

BID OPENING DATE: 04/05/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
ADDENDUM NO.2 ADDENDUM FOR THE 'ROUTE 60 DRAINAGE' PROJECT ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATION. FROM PRE-BID MEETING HELD:3/15/2012. 1.Q&A'S AND DRAWINGS 2.PRE-BID SIGN-IN SHEETS. 3.BID OPENING DATE IS CHANGED FROM: 3/29/2012 AT 1:30PM TO: 4/05/2012 AT 1:30PM NO OTHER CHANGES. END OF ADDENDUM NO.2						
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15767 ***** 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).

DEP15767
Route 60 Drainage
Addendum # 1

Item 1: The contractor will 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: The construction work limits on Sheet E6 have been modified. The proposed disposal area shown on Sheet E6 has been deleted. A revised plan sheet is included to reflect these changes. A new waste disposal site has been added. A new plan sheet is included to show the location of this area.

Item 3: The thrust block detail and associated notes, shown on Sheet E-11, have been modified. A revised detail and notes are included with this addendum.

Item 4: Q) Are we required to install the ditches prior to installing the mine seals?

A) Yes. Also note that dewatering of the mines prior to wet seal installation shall be completed. A dewatering plan shall be submitted and approved by the Engineer prior to dewatering. The Contractor shall be solely responsible for any damages resulting from dewatering regardless of a dewatering plan approved by the Engineer. Drainage of any pooled water inside the mine shall be performed in a controlled manner as needed to facilitate the construction of mine drainage systems. Such drainage must be controlled to slowly relieve any built-up head conditions to prevent a sudden release of water or blowout to avoid flooding problems downstream and to prevent excessive erosion. Pumping may be required if suitable gravity flow cannot be established. The Contractor shall demonstrate, to the satisfaction of the Engineer, that the mine has been dewatered prior to commencing installation of the wet seals.

Item 5: Q) Do we have to pay B&O taxes?

A) Please refer to Section 7.0 of the General Conditions of the Specifications. The Contractor shall procure and pay for all permits, licenses, inspections, conveniences, or approvals necessary for the execution of its contract.

Item 6: Q) Is there a separate pay item for the asphalt repair?

A) Yes. Bid Item 4.3, Asphalt Replacement, is paid per ton.

Item 7: Q) Will the contractor be responsible for moving equipment/debris from off of the lot across from the Mountaineer Manufacturing building?

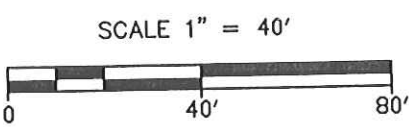
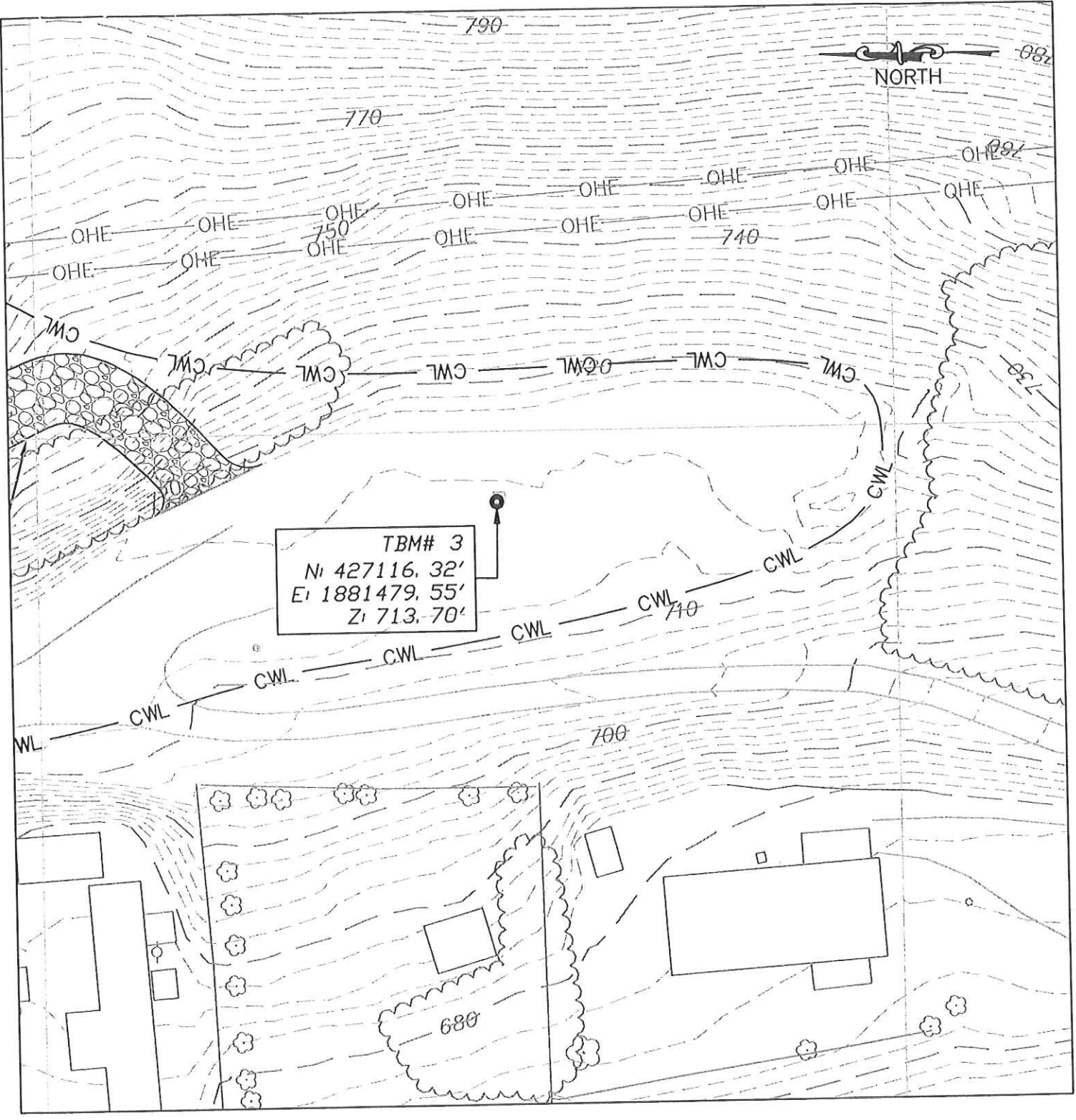
A) Yes. This area is within the construction work limits to accommodate the bore/jack operation, and the installation of the 24-inch pipe. Contractor will be responsible for preparing and restoring the area.

Item 8: Q) Can the area near the back side of Mountaineer Manufacturing be used as a staging area?


A) It is included within the construction work limits for access and storage purposes. If the contractor chooses to utilize this area, Contractor must resurface the area with four inches of Class 1 aggregate upon completion of work. The placement of stone will be paid under Bid Item 4.2, Class 1 Aggregate, per ton.

Item 9: Q) Can we windrow the small trees/brush?

A) Yes, with prior approval from the Engineer.

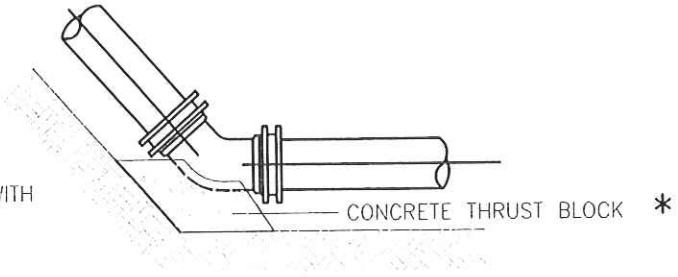


MAPPING REFERENCE:
 CONTROL SURVEY BY BHG
 SURVEYING DATED 5/11/09.

<p>SHEET E-E6 REVISION</p> <p>ROUTE 60 DRAINAGE</p> <p>KANAWHA COUNTY SMITHERS WV</p>	REV NO.	 CHARLESTON OFFICE 300 SUMMERS STREET, SUITE 1100 CHARLESTON, WV 25301 304-928-8100							
	DATE								
	DESC.	<table border="1"> <tr> <td>DATE</td> <td>SCALE</td> </tr> <tr> <td>3-20-12</td> <td>1"=40'</td> </tr> <tr> <td colspan="2" style="text-align: center;">FIGURE NUMBER</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: 2em;">2</td> </tr> </table>	DATE	SCALE	3-20-12	1"=40'	FIGURE NUMBER		2
DATE	SCALE								
3-20-12	1"=40'								
FIGURE NUMBER									
2									

NOTES :

1. ALL PIPE AND FITTINGS SHALL BE WRAPPED WITH POLYETHYLENE SHEET TO PREVENT CONTACT WITH CONCRETE.
2. USE MECHANICAL JOINT FITTINGS WITH MEGA LUBS AT ALL LOCATIONS REQUIRING THRUST BLOCKING.
3. THRUST BLOCKING BEARING SURFACES TO BE PLACED AGAINST UNDISTURBED EARTH (SEE THRUST BLOCK SCHEDULE FOR SIZES)



11 1/4' TO 45' BEND INSTALLATION *

* ALSO SEE VERTICAL BEND (CREST) ANCHOR DETAIL

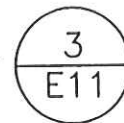
THRUST BLOCK SCHEDULE

S.F. AREA AGAINST UNDISTURBED SOIL
150 PSI @ SOIL BEARING CAPACITY OF 1000 LBS/FT² i.e. SOFT CLAY

Pipe Size	Tee or Dead end	11 1/4'	22 1/2'	45'	90'
24"	207	39	78	152	280

THRUST BLOCK DETAIL

N.T.S.



MAPPING REFERENCE:
N/A

THRUST BLOCK
DETAIL REVISION

ROUTE 60
DRAINAGE

KANAWHA COUNTY
SMITHERS WV

REV NO.

DATE

DESC.



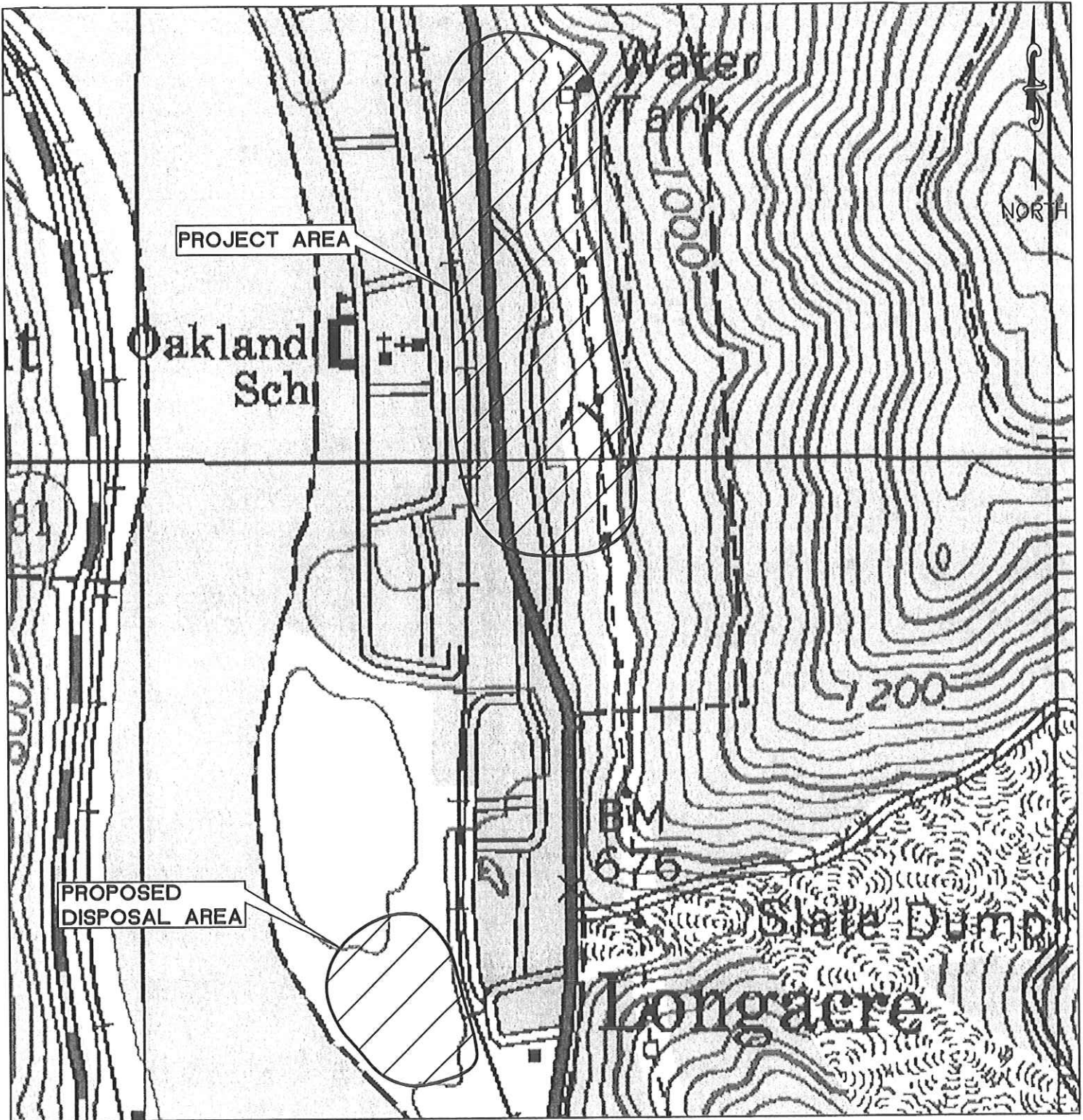
gai consultants

CHARLESTON OFFICE
300 SUMMERS STREET,
SUITE 1100
CHARLESTON, WV 25301
304-926-8100

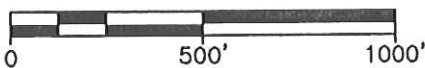
DATE SCALE
3-20-12 NTS

FIGURE NUMBER

3



SCALE 1" = 2000'



MAPPING REFERENCE:
MONTGOMERY, WEST VIRGINIA
U.S.G.S. 7.5 MINUTE QUADRANGLE
1996

VICINITY MAP

ROUTE 60
DRAINAGE

KANAWHA COUNTY
SMITHERS WV

REV NO.

DATE

DESC.



gai consultants

CHARLESTON OFFICE
300 SUMMERS STREET,
SUITE 1100
CHARLESTON, WV 25301
304-926-8100

DATE	SCALE
3-20-12	1"=500'

FIGURE NUMBER

1

SIGN IN SHEET

Request for Proposal No. DEP15767

Route 60 Drainage

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>GREEN MOUNTAIN COMPANY</u>	<u>511 50TH ST</u>	PHONE <u>3049250253</u>
Rep: <u>DAVID H. BOWMAN</u>	<u>CHAS WJ 25304</u>	TOLL FREE <u>9259230</u>
Email Address: <u>DTTB@yahoo.com</u>		FAX <u>9259230</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 <u>-</u>
Email Address: <u>DCE-cowgirlup@earthlink.net</u>		FAX <u>739-4461</u>
Company: <u>Thaxton Construction Corp.</u>	<u>P.O. Box 13279</u>	PHONE <u>304-984-2299</u>
Rep: <u>Dustin Thaxton</u>	<u>Charleston, WV 25360</u>	TOLL FREE <u>-</u>
Email Address: <u>motherhubbard@aol.com</u>		FAX <u>304-984-2334</u>
Company: <u>J F ALLEN CO</u>	<u>P O Box 2049</u>	PHONE <u>3044728890</u>
Rep: <u>JAMIES ALLIEN</u>	<u>Beckhannon WV</u>	TOLL FREE <u>-</u>
Email Address: <u>JFAllen@JFAllenCo.com</u>	<u>26201</u>	FAX <u>3044728897</u>
Company: <u>Huber Excavating LLC</u>	<u>HC 13 Box 165</u>	PHONE <u>304 923-3922</u>
Rep: <u>Brett Harvey</u>	<u>Pence Springs WV 24962</u>	TOLL FREE <u>-</u>
Email Address: <u>bogieharvey@gmail.com</u>		FAX <u>304 466 0846</u>

SIGN IN SHEET

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Route 60 Drainage

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Eagle Excavation Inc.</u>	<u>P.O. Box 218</u>	PHONE <u>(304) 372-4328</u>
Rep: <u>GEORGE FARSHOUR</u>	<u>KENNA WV</u>	TOLL _____ FREE _____
Email Address: <u>None</u>	<u>25248</u>	FAX <u>(304) 372-4328</u>
Company: <u>Barnes Exc. Inc.</u>	<u>P.O. Box 13384</u>	PHONE <u>304-984-1725</u>
Rep: <u>Robert L. Barnes</u>	<u>Sissonville</u>	TOLL _____ FREE _____
Email Address: <u>BarnesExc@aol.com</u>	<u>WV 25360</u>	FAX <u>304-984-0074</u>
Company: <u>Mt. Hans Properties</u>	<u>1805 Smith Rd</u>	PHONE <u>304-545-0408</u>
Rep: <u>Mike Jarrett</u>	<u>Charleston WV 25314</u>	TOLL _____ FREE _____
Email Address: <u>mike.jarrett1805@yahoo.com</u>		FAX _____
Company: <u>CAREY Concrete</u>	<u>P.O. Box 803</u>	PHONE <u>304-272-5905</u>
Rep: <u>Mike Stillner</u>	<u>Wayne, W.VA 25570</u>	TOLL _____ FREE _____
Email Address: <u>Stave F. Carey@yahoo.com</u>		FAX _____
Company: <u>SANDRA DELARBY</u>		PHONE <u>239 543 2300</u>
Rep: <u>John DELARBY</u>		TOLL _____ FREE _____
Email Address: <u>HAZVACMAN@AOL.COM</u>		FAX _____

Request for Proposal No. DEP15767

Date 03-15-12

Route 60 Drainage

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Aspen Corporation</u>	<u>2400 Ritter Lane</u>	PHONE <u>304-763-4573</u>
Rep: <u>Ashley Adkins</u>	<u>Daniels WV 25832</u>	TOLL FREE
Email Address: <u>jadkins@aspengolf.com</u>		FAX <u>304-763-4591</u>
Company: <u>FOSTER SUPPLY</u>		PHONE <u>304-553-6565</u>
Rep: <u>DERRICK SEARS</u>		TOLL FREE
Email Address: <u>dsears@fostersupply.com</u>		FAX <u>304-755-8280</u>
Company: <u>WISEMAN EXCAVATING</u>		PHONE <u>304-586-3736</u>
Rep: <u>BRAD WISEMAN</u>		TOLL FREE
Email Address:		FAX <u>304-586-3789</u>
Company: <u>Compens Reclamation</u>	<u>PO Box 13015</u>	PHONE <u>984-1115</u>
Rep: <u>Randy Carpenter</u>	<u>Sissonville, WV 25360</u>	TOLL FREE
Email Address: <u>RCarpenter@aol.com</u>		FAX <u>984-2770</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>

Request for Proposal No. DEP15767

Date 03-15-12

Route 60 Drainage

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TELEPHONE & FAX NUMBERS

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME

Company:	<u>Dan Hill Construction PO Box 685 GARDLEY BRIDGE WV PHONE 304-632-1600</u>	PHONE	<u>304 632-1600</u>
Rep:	<u>MIKE SIEMIACZKO</u>	TOLL FREE	<u>25085</u>
Email Address:	<u>Pollock in kv @ Hot mail . com</u>	FAX	<u>304 632-1501</u>
Company:		PHONE	
Rep:		TOLL FREE	
Email Address:		FAX	
Company:		PHONE	
Rep:		TOLL FREE	
Email Address:		FAX	
Company:		PHONE	
Rep:		TOLL FREE	
Email Address:		FAX	
Company:		PHONE	
Rep:		TOLL FREE	
Email Address:		FAX	