



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER
 DEP15771

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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	FOB	FREIGHT TERMS
04/05/2012				

BID OPENING DATE: 04/12/2012 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 FROM THE PRE-BID MEETING HELD:03/21/2012. BID OPENING DATE REMAINS UNCHANGED.		
				1. Q & A'S		
				2. REVISIONS		
				3. PRE-BID SIGN-IN SHEET		
				BID OPENING DATE REMAINS: 04/12/2012 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 DEP15771 ***** 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 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).

DEP15771
Richardson Branch Complex
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: Section 7.2.1 of the Specifications has been modified to specify that shale shall not be used on the project as rip rap material. Revised page 37 of the Specifications is included with this addendum.

Item 3: The language in Section 7.3 of the Specifications has been modified. Revised page 38 is included with this addendum.

Item 4: Section 10.0, Soil Cover – References to “12-inch minimum” soil cover have been modified to “12-inches, plus or minus 1-inch”. Revised pages 47-48 are included with this addendum.

Item 5: Pay Item 11.1, “Wet/Modified Mine Seal” has been changed to read, “Modified Bat Gate Seal”, to match the bid sheet pay item. Revised page 51 is included with this addendum.

Item 6: Q: Do the E&S measures include the potential borrow areas?
A: Yes.

Item 7: Q: What size is the bat gate pipe?
A: 48-inch HDPE

Item 8: Q: Is there an asphalt repair item?
A: No. Any asphalt resurfacing required will be paid under Item 4.0, Site Preparation. Stoned surfaces will receive a 4-inch layer of new stone as per Section 4.0 of the Specifications.

Item 9: Q: How is the soil cover paid?
A: Soil cover is paid per cubic yard, under Bid Item 10.0.

Item 10: Q: What if we have to move a telephone line?
A: Prospective bidders are required to examine the locations of the proposed work and to determine, each in their own way, the site and subsurface conditions and difficulties which may be encountered in the prosecution of the same. The submission of a bid shall be prima facie evidence that such examination and determinations have been made by the Bidder. No claims for additional compensation will be considered by the Owner based on obstruction or conditions at the location of the work, which may add to the difficulties or costs of construction, even though such obstructions or conditions are not shown on the contract plans or indicated in the other construction documents. Field adjustments to the

project plans will be at the discretion of the Engineer. The contractor shall be solely responsible to correctly locate all existing active underground and overhead utilities at the project sites and take precautions to avoid damage to them. Any existing utility lines damaged by the Contractor shall be replaced by the Contractor or repaired at no cost to the Owner. The Contractor shall notify the utility companies likely to be affected well in advance and before beginning any work within the project sites. In the event of damage to the existing utilities or other facilities, the Contractor shall notify the affected utility Owner(s) and the WVDEP immediately and make, or have made, all necessary repairs and bear the expense thereof and resulting damage caused thereby. It shall be the responsibility of the Contractor to arrange for relocating the utility lines, where required and as directed by the WVDEP, in accordance with the guidelines set forth by the utility company, prior to beginning construction. The Contractor will be reimbursed for actual charges invoiced by the Utility Company, except for utilities that are subject to regulation by the Public Service Commission, in which case, payment will be made directly to the affected utility by the WVDEP. The utility companies (and WVMIS) must be contacted by the Contractor at least one week prior to commencement of construction activities for the purpose of field locating and marking utility owned facilities within the project area. The phone number of the WVMIS Utility location service is 1-800-245-4848.

Item 11: Q: Can we put the material from the ditch excavation on the upper bench near the portal?

A: Yes, with prior approval from the Engineer. The material can be placed, and graded to drain, along the existing bench.

Item 12: Please refer to the notes on Plan Sheet C-4. All work on or around the refuse/anode bed must be coordinated with Cabot Oil & Gas (Earnest Pritchard, 304-732-9219), prior to disturbance. There is a maximum allowable load limit of 10-tons on the anode bed. There are existing gas company supplies located on the refuse/anode bed. Contractor should coordinate the removal and/or relocation of those supplies with Cabot Oil & Gas Company, prior to any disturbance.

7.0 DRAINAGE STRUCTURES

7.1 Description

This work shall consist of furnishing all labor, equipment and materials necessary to construct the drainage structures shown on the drawings. Drainage structures shown include but are not limited to matting lined channels and rip-rapped channels, pipe, rip-rapped splash pads, rip-rapped low water crossings, and Type "G" WVDOH inlets.

7.2 Materials

7.2.1 All rock riprap used throughout the project site shall consist of locally available commercially purchased or on-site durable stone (except as noted otherwise) meeting the following requirements: The rock riprap shall have a maximum weighted loss of thirty percent when subjected to five (5) cycles of the Sodium Sulfate Soundness Test, 30% requirement—ASTM C88 (ASTM C88-99a Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate), as modified by the American Association of State Highway and Transportation Officials (AASHTO) T-104. A certification on sodium sulfate soundness test shall be submitted to the WVDEP prior to delivery. Shale shall not be used for rock.

Rock for rip rap splash pad, related ditch extensions, channels, and low water crossings shall have a d50 as shown on the plans and gradation as shown on the details.

7.2.2 HDPE Pipes: The pipes shall consist of smooth-wall interior corrugated high density polyethylene pipe, such as Hancor's Hi-Q pipe, or approved equal, in accordance with Section 714.19 of the current version of the WVDOH Standard Specifications for Roads and Bridges.

7.2.3 Backfill for the pipes extending beneath the gravel/dirt roads shall be 1 ½" crusher run stone meeting the gradation requirements for Class I aggregate in the current edition of the WVDOT Standard Specifications for Roads and Bridges.

7.2.4 Backfill for the pipes extending beneath vegetated areas shall be 1 ½" crusher run stone meeting the gradation requirements for Class I aggregate in the current edition of the WVDOT Standard Specifications for Roads and Bridges to at least 1' above the top of the pipe. Select Backfill may be used above the crusher run. A minimum of 12" topsoil shall be placed on top of the select backfill to an elevation matching the existing grade, as shown in the detail.

- 7.2.5 Permanent erosion control matting shall meet the requirements of Type B Matting as defined in the current edition of the WVDOT **Standard Specifications for Roads and Bridges, Section 715.24**. Staples shall be a minimum 6 inches with a U-shaped top. The permanent erosion control matting shall be installed per the detail for vegetated "vee" channel provided in the plans.
- 7.2.6 A Type "G" Drop Inlet shall be installed at each of the locations shown on the Plans. The Type "G" Drop Inlet shall have a Type II grate installed at grade and comply with current version of the WVDOT **Standard Specifications for Roads and Bridges**, and the detail in the plans.
- 7.2.7 A wingwall shall be installed at the location shown on the plans. The wingwall shall comply with current version of the WVDOT **Standard Specifications for Roads and Bridges**, and the detail in the plans.

7.3 **Construction Methods**

Excavation and construction of ditches and pipes shall be performed to the lines and grades shown on the project plans and details with no blasting deemed necessary nor permitted. These drainage structures are to be installed prior to initiating dewatering activities.

If excavation activities result in discharge of mine drainage above the base flow, the effluent shall be actively treated. The Contractor may be required to perform water quality tests on the discharge to verify that all applicable requirements are being achieved, with such testing being conducted as approved by the WVDEP and at the Contractor's cost.

- 7.3.1 The ditches shall be constructed to the approximate line, grade, and templates as shown on the plans or as directed by the WVDEP. Excess material from ditch and pipe trench excavation that is suitable for soil cover may be segregated, stockpiled and utilized to supplement "Revegetation" operations. Otherwise, excess material from ditch and pipe trench excavation will be required to be disposed of by the Contractor in an off-site disposal area obtained by the Contractor in accordance with Section VIII of the Special Provisions for these specifications. Sections of ditches that are cut to rock shall not require rock riprap but shall be paid the appropriate size riprap ditch.
- 7.3.2 Riprap shall be placed in accordance with the current version of the WVDOH **Standard Specifications for Roads and Bridges**.
- 7.3.3 The HDPE pipes shall be installed at the locations shown on the plans. The trench for the pipe shall be excavated in accordance with the details

10.0 SOIL COVER

10.1 DESCRIPTION

These works consists of covering the regraded refuse with a 12-inch, plus or minus 1-inch thick layer of topsoil from the excavation and/or from the potential borrow area. Any refuse that is encountered that is not shown on the plans as approved by WVDEP shall be covered with 12 inches plus or minus 1 inch, of soil and seeded in accordance with Section 6 "Revegetation" of these specifications.

10.2 MATERIALS

Soil cover material shall be naturally occurring topsoil form the excavations or from the potential borrow areas. This material shall be free of all rocks four (4) inches in size or larger.

Small quantities of soil cover material may be encountered during excavation, but these quantities are not sufficient enough to provide soil cover for all regraded areas. The Contractor shall obtain soil cover material from the designated borrow areas or from additional offsite soil borrow areas as necessary. All offsite borrow shall be performed in compliance with the conditions contained herein and also in accordance with specification Section 4.2.4 and the NEPA Requirements.

The designated borrow area should contain sufficient borrow to cover all sites with the required soil cover. However, if offsite borrow areas are used it shall be the responsibility of the Contractor to obtain such areas, at no expense to the WVDEP, and in accordance with any applicable local, state, and/or federal regulations including compliance with NEPA requirements. All offsite borrow areas must be approved by the WVDEP, and the Contractor must provide a reclamation plan for approval. In addition, for all offsite borrow areas outside the construction limits, the Contractor must obtain from the property owner a right-of-entry agreement. The said rights of entry agreement must state that the property owner agrees to indemnify and hold harmless the WVDEP from all liability and/or damages resulting from the contractor's use of property for which the contractor was to obtain rights of entry for borrow, disposal, access or other purposes. Said indemnification shall include, but is not limited to, liability and damages resulting from the contractor's failure to obtain any or not all the rights of entry; failure to obtain the proper rights of entry; failure to utilize appropriate language in the rights of entry agreements; or failure to obtain permission and signature of all persons or entities holding a legal interest in the subject property(ies) covered by the rights of entry.

10.3 CONSTRUCTION METHODS

- 10.3.1 Prior to placement of soil cover material the regraded area shall be graded to remove all surface irregularities.
- 10.3.2 All regraded areas cut to grade in topsoil or topsoil substitute do not require soil cover. All regraded areas cut to grade otherwise shall be undercut six (6) inches and covered with twelve (12) inches of soil cover material, plus or minus (1) inch.
- 10.3.3 Soil cover material shall neither be frozen nor shall it be placed on frozen ground or under moisture conditions that prevent grading equipment from producing a uniform surface.
- 10.3.4 After placement, the soil cover material shall be compacted to ensure proper bonding of the soil cover material to the regraded area. Compaction equipment shall be capable of operating the slopes shown on the contract drawings and shall produce a uniform surface free of ruts and loose soil. No minimum density shall be required for compaction, but soil cover material shall be "tracked in" with on-site equipment. "Tracking-in" shall take place by operating the equipment up and down the regraded slope such that the cleat marks are parallel to the final contours.
- 10.3.5 The final grade of the soil cover shall be free of surface irregularities and shall be built to the lines and grades shown on the drawings.
- 10.3.6 As the soil cover material is placed and compacted, it shall be protected from erosion by the methods detailed in Section VIII "Erosion and Sediment Control" and shall also be seeded and mulched in accordance with Section 5 "Revegetation".
- 10.3.7 The Contractor shall provide survey cross sections before and after removal of material from the borrow area. These surveyed cross sections shall be performed in accordance with Section II "Construction Survey Control" of these specifications.
- 10.3.8 Upon completion of the work, the borrow area and related disturbance shall be neatly trimmed and all debris and all soil disposed of in an acceptable manner. All highwalls created are to be eliminated and final graded soil slopes shall not be steeper than 2H:1V unless otherwise proven to be stable or compatible to the reclamation project. All borrow areas shall require that a reclamation plan be submitted to the WVDEP for

11.2.4 Modified Bat Gate

All steel used for bat gate components shall be Grade 50 with Grade 46 steel for structural tubing. All welds shall be ¼" fillet welds, minimum.

Steel components include: 4" x 4" x 3/8" structural steel tubing, 6" x 6" x 3/8" angle steel, 4" x 4" x 3/8" angle steel; 8" x 3/8" steel plate; and 5/8" high strength A325 bolts, nuts and washers.

Modified Bat Gates, as shown on the details are to be installed where shown on the plans. Steel tubing and horizontal angled bars will be connected by a pipe ring to a pipe that is inserted into the mine opening.

11.3 Construction Methods

11.3.1 The modified bat gate seals will require excavation into the mine entries/collapsed portals for proper installation. 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 accepts no responsibility or liability for any related construction activities. A dewatering plan shall be submitted to the WVDEP for approval prior to seal construction, with pool reduction possibly being provided from above with a well-point system or a similar dewatering scheme.

11.4 METHOD OF MEASUREMENT

11.4.1 Modified Bat Gate Seals shall be measured per mine seal installed and shall include all excavation, dewatering, stone, filter fabric, and pipe necessary to complete the seal.

11.4.2 Soda Ash Briquettes shall be measured per 50# bag used.

11.5 PAY ITEMS

Item 11.1 "Modified Bat Gate Seal", per each.

Item 11.2, "Soda Ash Briquettes (50 lb bag)", per each.

SIGN IN SHEET

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Hunter Excavating LLC</u>	<u>Hc 73 Box 165</u>	PHONE <u>304-923-3922</u>
Rep: <u>Brett Harvey</u>	<u>Pence Springs WV 24962</u>	TOLL FREE
Email Address: <u>bogie.harvey@gmail.com</u>		FAX <u>304-466-5846</u>
Company: <u>RBS</u>		PHONE <u>304 497 3800</u>
Rep: <u>JK ROSE</u>		TOLL FREE
Email Address: <u>UNIONCONCRETE@FRONTIER.NET.NET</u>		FAX <u>304-497-3802</u>
Company: <u>Building and Utility Systems</u>	<u>P.O. Box 160</u> <u>Rt 3 Jumping Branch WV 25969</u>	PHONE <u>304-466-3412</u>
Rep: <u>Melissa Whittaker</u>		TOLL FREE
Email Address: <u>buildingutility@yahoo.com</u>		FAX <u>304-466-3746</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>25248</u>	FAX <u>304 372-4378</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>BARNES EXC @ AOL.COM</u>	<u>WV 25360</u>	FAX <u>304-984-0074</u>

SIGN IN SHEET

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Pineville Paving & Excavating</u>	<u>P.O. Box 1290</u>	PHONE <u>304-732-8303</u>
Rep: <u>Kevin D. Bradford</u>	<u>Pineville WV 24874</u>	TOLL FREE
Email Address: <u>Kevin.Bradford@AOL.com</u>		FAX <u>304-732-7855</u>
Company: <u>WISEMAN EXCAVATING</u>	<u>RT 1 BOX 190 LIBERTY WV ²⁵¹²⁴</u>	PHONE <u>304-586-3736</u>
Rep: <u>Brad Wiseman</u>		TOLL FREE
Email Address:		FAX <u>304-586-3789</u>
Company: <u>main St. Builders</u>	<u>P.O. Box 309</u>	PHONE <u>304-487-3912</u>
Rep: <u>Steve Tibbs</u>	<u>Princeton WV 24740</u>	TOLL FREE
Email Address:		FAX <u>304-425-2171</u>
Company: <u>ALL-CON, LLC</u>	<u>124 PHILPOTT LANE</u>	PHONE <u>304-731-0190</u>
Rep: <u>DAVID IRLE</u>	<u>BEAVER, WV 25813</u>	TOLL FREE
Email Address: <u>DIRLE@ACI-WV.COM</u>		FAX <u>304-255-4232</u>
Company: <u>Green Mountain Co</u>	<u>511 50th St.</u>	PHONE <u>304-925-0253</u>
Rep: <u>Harrison Bowman</u>	<u>Charleston WV 25304</u>	TOLL FREE
Email Address: <u>DHB722@yahoo.com</u>		FAX <u>304-925-9230</u>

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Richardson Branch Complex

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>SAURA DELOR 94</u>		PHONE <u>239-523-2300</u>
Rep: <u>John DELOR 94</u>		TOLL FREE
Email Address: <u>HAZVACMAN@AOL.com</u>		FAX <u>239-523-8088</u>
Company: <u>Aspen Corporation</u>	<u>2400 Riker Drive</u>	PHONE <u>304-763-4573</u>
Rep: <u>Ashley Adkins</u>	<u>Daniels WV 25832</u>	TOLL FREE
Email Address: <u>jadkins@aspen-golf.com</u>		FAX <u>304-763-4591</u>
Company: <u>EASTERN Arrow</u>	<u>PO BOX 4108</u>	PHONE <u>304-46-0255</u>
Rep: <u>Ann W. Anderson</u>	<u>CHARLESTON WV</u>	TOLL FREE
Email Address: <u>easternarrow@hotmail.com</u>	<u>25364</u>	FAX <u>0255</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 26001</u>	TOLL FREE
Email Address:		FAX <u>765-5389</u>
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX