



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
DEP15775

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
03/13/2012				

BID OPENING DATE: 04/03/2012 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:03/09/2012.		
				1.Q&A'S		
				2.PRE-BID SIGN-IN SHEET		
				BID OPENING REMAINS:04/03/2012 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 DEP15775 ***** 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
Birds Creek Portals
DEP15775**

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. How are the iron sludge deposits to be removed?
A. They are to be cleaned out and disposed of on-site in designated areas as directed by the Plans.
- Q. Do piezometers have to be abandoned?
A. Yes. There is no separate Pay Item provided for this work.
- Q. Is the height of the coal seam known?
A. Yes. This information is available from the bore logs provided in the Plans.
- Q. Are the sizes provided for the required bat gates?
A. Yes. Bat gates are only required for open portals, not collapsed.
- Q. What is the water treatment item provided for?
A. It is for pH.
- Q. Do access roads constructed to the piezometers have to be reclaimed?
A. Yes. They have to be revegetated.
- Q. Are the culverts that are to be used for dewatering the mine open?
A. Yes.
- Q. Are the mine portals discharging now?
A. Some are and some are not.
- Q. Can the material from clearing and grubbing operations to construct access roads be windrowed?
A. No. Material that does meet the timber specification should be burned in accordance with the specifications for clearing and grubbing.

Addendum #1 – Birds Creek Portals

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Q. Are there any borings for the mine seals on Site 3?

A. No.

Q. What is the condition of the road surface for the road into Site 4?

A. It is unimproved road, not paved.

Q. Are excess material disposal areas identified on the plans for Site #4?

A. Yes.

The Contractor shall have 150 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 150 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

SIGN IN SHEET

Request for Proposal No. DS15775

PLEASE PRINT

Date: 3/9/2012

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>DCI SHARES INC</u>	<u>Box 1259</u>	PHONE <u>304 623-9988</u> TOLL FREE
Rep: <u>Bob Coulter</u>	<u>Blue Ridge Court 24701</u>	FAX <u>304-329-3037</u>
Email Address: <u>Bob.Coulter@dcishares.com</u>		
Company: <u>Cougler Vp Inc</u>	<u>P.O. Box 243</u>	PHONE <u>304-739-4397</u> TOLL FREE
Rep: <u>Sison Moore</u>	<u>Simpson, WV 26435</u>	FAX <u>739-4401</u>
Email Address: <u>DCI-cougler@earthlink.net</u>		
Company: <u>ATC</u>	<u>3 Terrace Lane</u>	PHONE <u>609-386-8800</u> TOLL FREE
Rep: <u>Johnny Barill</u>	<u>Burlington, NJ 08016</u>	FAX <u>609 386 7951</u>
Email Address: <u>Johns.barill@yahoo.com</u>		
Company: <u>GREEN MOUNTAIN COMPANY</u>	<u>511 50th ST</u>	PHONE <u>304 925 0253</u> TOLL FREE
Rep: <u>DANAH BOWMAN</u>	<u>1495 Wc</u>	FAX <u>304 925 9230</u>
Email Address: <u>DTB722c@kbc.com</u>	<u>25304</u>	
Company: <u>BARNES EXC. INC</u>	<u>P.O. BOX 13384</u>	PHONE <u>304-984-1725</u> TOLL FREE
Rep: <u>Robert L. Barnes</u>	<u>Sissonville</u>	FAX <u>304-984-0074</u>
Email Address: <u>BARNES EXC@AOL.COM</u>	<u>WV 25360</u>	

Date: 3/9/2012

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>McCourt & Son Const.</u>	<u>2790 Centralia Rd</u>	PHONE <u>304 765-5288</u>
Rep: <u>GARY Long</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address: <u>glong@wirefire.com</u>		FAX <u>304 765-5293</u>
Company: <u>EAGLE EXCAVATION INC.</u>	<u>P.O. Box 218</u>	PHONE <u>(304) 372-4378</u>
Rep: <u>GEORGE FRESTOUR</u>	<u>KENNA, WV</u>	TOLL FREE
Email Address: <u>ADP@</u>	<u>25248</u>	FAX <u>(304) 372-4378</u>
Company: <u>Charles F. Bolyard & Son Inc</u>	<u>125 East High St.</u>	PHONE <u>(304) 329-1330</u>
Rep: <u>Matthew Feather</u>	<u>Kingwood, WV</u>	TOLL FREE
Email Address: <u>Ceb5inc@frontier.com</u>	<u>26537</u>	FAX <u>(304) 329-1571</u>
Company: <u>J F Allen co</u>	<u>P.O. Box 2049</u>	PHONE <u>304 472 8896</u>
Rep: <u>JAMIES ALLEN</u>	<u>Buckhannon WV</u>	TOLL FREE
Email Address: <u>JAMIES.ALLEN@JFAllenCo.com</u>	<u>26301</u>	FAX <u>304 472 8897</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: <u>doug@breakawaywv.com</u>		FAX <u>765-5359</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>J. L. PRETZEL</u>	<u>13219A Preston Hwy</u>	PHONE <u>304-379-7789</u>
Rep: <u>GREG WATKINS</u>	<u>PO BOX 240</u>	TOLL FREE
Email Address: <u>CPRETZEL@go2.com</u>	<u>BRUCETON Mill WVA</u>	FAX <u>304-379-7788</u>
Company: <u>TEASTRA Arrow</u>	<u>PO BOX 4108</u>	PHONE <u>304-414-0555</u>
Rep: <u>Ann KANONRELL</u>	<u>CHARLESTON WVA</u>	TOLL FREE
Email Address: <u>easternarrow@hotmail.com</u>	<u>25304</u>	FAX <u>0256</u>
Company: <u>Green River Group, LLC</u>	<u>PO Box 1539</u>	PHONE <u>304-594-3991</u>
Rep: <u>Tracy Curtis</u>	<u>Morgantown, WV 26507</u>	TOLL FREE
Email Address: <u>Tracy5curds@yahoo.com</u>		FAX <u>304-594-3992</u>
Company: <u>CAPITOL VALLEY CONTRACTING</u>	<u>607 RENOVE DRIVE</u>	PHONE <u>304 437-4505</u>
Rep: <u>Mickey FAEMER</u>	<u>EUKWIELD, WV 25071</u>	TOLL FREE
Email Address: <u>Mickey@Capitol-Valley.com</u>		FAX <u>304 965-2223</u>
Company: <u>Laurita Finc</u>	<u>302 Denton Run Road</u>	PHONE <u>304-248-7531</u>
Rep: <u>Mark Byzell</u>	<u>Blounton WV</u>	TOLL FREE
Email Address: <u>nic-k@law.com</u>	<u>26501</u>	FAX <u>304-242-9808</u>