



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
DEP15816

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
04/17/2012				

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM FOR THE "GAINS HIGHWALL" PROJECT ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATION TO VENDOR'S.		
				1. Q&A'S FROM PRE-BID MEETING HELD: 04/10/2012		
				2. COMMENTS FROM PRE-BID MEETING		
				3. REVISED BID SCHEDULE		
				4. PRE-BID SIGN-IN SHEET FROM MEETING HELD: 04/10/2012		
				BID OPENING DATE REMAINS UNCHANGED.		
				BID OPENING IS: 05/01/2012 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 DEP15816 ***** 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).

Addendum #1 - Questions During Pre-Bid Meeting Gains Highwall DEP15816

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. Any additional borrow needed?
- A. None known of at this time, if needed, Contractor responsible to follow specifications to obtain needed borrow.
- Q. Any water quality data available?
- A. Site #2 Sheets E-2 and R-3, North-West corner: Day of sampling pH 5.8, greater than 10 mg/L of Iron.

Site #3, Sheets E-4 and R-5, South-West corner: Approximate location of BH-I, no indication of pH or iron levels. Flow rate was measured at approximately 20 gpm at that moment.

Treatment of acid mine drainage must meet the following:
Maintain a pH between 6.0 and 9.0 in all water above base flow while dewatering mine, per Specification 9.3.2. Any water discharging during mine seal installation shall meet effluent standards as set forth by West Virginia Surface Mining Regulations, per Specification 9.3.1.

- Q. Any permits needed to re-establish surface flow of Fall Run, Site #3?
- A. None needed.

2012 APR 13 10:45
HEADQUARTERS

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- Q.** What are the requirements for the bedding and backfill for the “4’ X 10’ Pre-Cast Concrete Box Culvert” located at Site 3 under the county road.
- A.** All stone shall meet the WVDOH requirements set forth in Sections 307 and Section 716.1.1.2 in addition the “4’ X 10’ Pre-Cast Concrete Box Culvert” will require 4” of 1 ½” Crusher Run Limestone for bedding and leveling purposes. The backfill requirements will be 1 ½” Crusher Run Limestone and will occupy a space of a minimum of 18 inches from the pre-cast structure and original ground. Compaction will be 95 percent of Dry Proctor weight of the stone. The 1 ½” Crusher Run Limestone shall meet the graduation requirements for Class 1 Aggregate in table 704.6.2A of the WVDOH Standard Specifications for Roads and Bridges,.

Comments:

Bid Item 4.2, 4600 SY, Access Road Resurfacing has units of “Square Yards” and will be modified to “Tons”, as the unit of measurement. A “Revised Bid Schedule” is attached which reflect adjusted units of measurements.

Bid Item 4.6, 500 LF, Fence Replacement, has been added to “Revised Bid Schedule” is attached which reflect adjusted quantities for the addition of this work.

Bid Item 4.7, 500 LF, Temporary Fencing, has been added to “Revised Bid Schedule” is attached which reflect adjusted quantities for the addition of this work.

Bid Item 4.8, 1 each, Farm Gate, has been added to “Revised Bid Schedule” is attached which reflect adjusted quantities for the addition of this work.

Bid Item 9.4, 50 each, Soda Ash Briquettes, has been added to “Revised Bid Schedule” is attached which reflect adjusted quantities for the addition of this work.

Specifications for Bid Item 4.6, Fence Replacement, is as follows:

Existing fence will be replaced at completion of the project as approved by the WVDEP representative. Existing fence includes electric and non-electric heavy gauge woven wire which is four (4) feet tall. The woven wire fence will be replaced to as good or better condition as the existing fence as documented by photos and video prior to construction and as approved by the WVDEP. Existing fence lines removed during construction activities shall be replaced to an “as good as” or “better than” condition and as approved by the WVDEP. In situations where fencing is used to control or contain cattle, horses and livestock, the contractor shall also be responsible for any temporary fencing required to assure the safety and containment of the livestock. If required, channel posts shall be driven plumb either by hand or by mechanical devices to the required line and to a depth of two feet below the ground surface and they shall be plumb with

four feet above the ground. During driving, posts shall be protected by a special driving cap. Any post bent or otherwise damaged so as to be unfit for use in the finished work shall be removed from the site and replaced by the contractor at their expense. "Fence Replacement" will be paid per lineal foot with prior approval of WVDEP.

Specification for Bid Item 4.7, Temporary Fence is as follows:

Temporary fence shall be installed in accordance with the specifications and as directed and approved by the WVDEP and Owner. In situations where fencing is used to control or contain cattle, horses, and livestock, the contractor shall also be responsible for any temporary fencing required to assure the safety and containment of the livestock. "Temporary Fencing" will be paid per linear foot installed with prior approval of the WVDEP and Owner.

Specification for Bid Item 4.8, Farm Gate, is as follows:

The new farm gate shall be furnished and installed as shown on Sheet R-3, lower right corner, located below slip area and the residence, at the foot of access road prior to entering pasture and approved by the WVDEP. The new farm gate shall be a 2-Inch hot dip galvanized steel tube gate manufactured by Petron Pacific Inc. or equal. The gate shall be manufactured of 16 gage steel tube and furnished with 6 rails, 50-Inch height and width matching existing. The new farm gate shall be furnished with all necessary mounting hardware including 8" x 8" treated timbers embedded a minimum of 3 feet below ground and set in 3000 psi concrete. "Farm Gate" will be paid per each installed with prior approval of the WVDEP and Owner.

Specifications for Bid Item 9.4, Soda Ash Briquettes is as follows:

Soda Ash Briquettes used in the mine dewatering and treatment process shall be measured per 50 lb. bag used and paid at the unit rate per bag for "Item 9.4, Soda Ash Briquettes".

The project will be bid as per the attached "REVISED BID SCHEDULE".

The Contractor shall have 180 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 180 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.

GAINS HIGHWALL

DEP15816

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	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	LS	\$
2.0	LS	Construction Layout (Limited to 5% of Total Bid)	LS	\$
3.0	LS	Quality Control (Limited to 3% of Total Bid)	LS	\$
4.1	LS	Site Preparation (Limited to 10% of Total Bid)	LS	\$
4.2	9110 TN	Access Road Resurfacing		\$
4.3	5 EA	Temporary Construction Entrance, Type A		\$
4.4	1 EA	Temporary Construction Entrance, Type B		\$
4.5	60 SY	Pavement Repair		\$
4.6	500 LF	Fence Replacement		\$
4.7	500 LF	Temporary Fencing		\$
4.8	1 EA	Farm Gate		\$
5.1	7,700 LF	Straw Wattles		\$
5.2	1,400 LF	Super Silt Fence		\$
5.3	47 EA	Triangular Silt Dikes		\$
5.4	6 EA	Sediment Traps		\$
5.5	730 LF	Temporary Diversion Berm		\$
5.6	4,810 SY	Permanent Erosion Control Matting		\$
6.0	17.0 AC	Revegetation		\$
7.1	872 LF	Type I Channel		\$
7.2	556 LF	Type III Channel		\$
7.3	980 LF	Type IV Channel		\$
7.4	1,925 LF	Type VIII Channel		\$
7.5	1,017 LF	Type IX Channel		\$
7.6	LS	Clean Existing Ditch		\$
7.7	30 CY	Riprap Aprons		\$
7.8	3 EA	WVDOH Type G Inlet		\$
7.9	4 EA	4' Standard Manhole		\$
7.10	25 CY	Concrete Pipe Encasement		\$
7.11	LS	Grout Pipe In-Place		\$
7.12	40 LF	15" Diameter HDPE Pipe		\$
7.13	420 LF	18" Diameter HDPE Pipe		\$
7.14	320 LF	24" Diameter HDPE Pipe		\$
7.15	240 LF	30" Diameter HDPE Pipe		\$
7.16	140 LF	36" Diameter HDPE Pipe		\$
7.17	100 LF	42" Diameter HDPE Pipe		\$
7.18	140 LF	48" Diameter HDPE Pipe		\$
7.19	160 LF	60" Diameter HDPE Pipe		\$
7.20	170 LF	8' X 3' Concrete Box Culvert		\$
7.21	35 LF	10' X 4' Concrete Box Culvert		\$
7.22	2 EA	Special Inlet		\$
8.1	24,352 CY	Unclassified Excavation		\$
8.2	2 EA	Subsidence Repair		\$
9.1	2 EA	Dry Bat Gate Mine Seal		\$
9.2	2 EA	Bat Gate Mine Seal		\$
9.3	6 EA	Wet Mine Seal		\$
9.4	50 EA	Soda Ash Briquettes (50 lb bags)		\$
11.0	750 LF	Underdrain		\$
12.0	3.2 AC	12" Soil Cover		\$
13.1	350 LF	Pilot Holes		\$
13.2	420 LF	12-inch Diameter Mine Drains		\$
		TOTAL		\$

REQUEST FOR QUOTATION NO. DEP 15816
GAINS HIGHWAY

SIGN IN SHEET

Page 1 of 3

Date: April 10, 2012

PLEASE PRINT

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>BARNES EXC. INC.</u> Rep: <u>Robert L. Barnes Jr.</u> Email Address: <u>BARNES EXC @ AOL.COM</u>	<u>P.O. Box 13384</u> <u>5550. L.VILLE WV.</u> <u>25360</u>	PHONE <u>304-984-1725</u> TOLL FREE FAX <u>304-984-0074</u>
Company: <u>McCourt & Son Const.</u> Rep: <u>GARY LONG</u> Email Address: <u>glong@wirefire.com</u>	<u>2710 Centralia Rd</u> <u>Sutton WV 26601</u>	PHONE <u>304-765-5288</u> TOLL FREE FAX <u>304-765-5293</u>
Company: <u>Breakaway Inc.</u> Rep: <u>Don Vincent</u> Email Address: <u>doug@breakawaywv.com</u>	<u>1075 Old Turnpike Rd</u> <u>Sutton WV 26601</u>	PHONE <u>304-765-5317</u> TOLL FREE FAX <u>304 765-5389</u>
Company: <u>J F ALLEN CO</u> Rep: <u>JAMES ALLEN</u> Email Address: <u>JAMES ALLEN @ JFALLEN.CO.COM</u>	<u>PO Box 2049</u> <u>Buckhannon WV</u> <u>26201</u>	PHONE <u>304/472 8890</u> TOLL FREE FAX <u>304/472 8897</u>
Company: <u>ATC & ASSOCIATES</u> Rep: <u>Jay Carmal Ho</u> Email Address: <u>Jay. Carmal Ho @ ATC ASSOCIATES.COM</u>	<u>3 TERRI LANE</u> <u>Burlington N.J. 08016</u>	PHONE <u>401-626 2790</u> TOLL FREE <u>609 479 8522</u> FAX <u>609 386 7951</u>

REQUEST FOR QUOTATION NO. DEP 15816
GAINS HIGHWALL

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Date: April 10, 2012

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Earthdig / Waigie LLC</u> Rep: <u>Matthew Behnam</u> Email Address: <u>Earthdig123@yahoo.com</u>	<u>78 Crosby Rd</u> <u>Morgantown, WV</u> <u>26508</u>	PHONE <u>304-241-4162</u> TOLL FREE <u>304-685-0168</u> FAX <u>304-241-4367</u>
Company: <u>Aspen Corporation</u> Rep: <u>Ashby Atkins</u> Email Address: <u>jadkins@aspen-gift.com</u>	<u>2400 Ritter Drive</u> <u>Daniels WV 25832</u>	PHONE <u>304-763-4573</u> TOLL FREE FAX <u>304-763-4591</u>
Company: <u>Green Mt Co</u> Rep: <u>Rod Plun</u> Email Address: <u>CRTRIG@MOLCOU</u>	<u>577 50th St</u> <u>Charmers W.V.</u> <u>25304</u>	PHONE <u>925-0253</u> TOLL FREE FAX <u>925-9230</u>
Company: <u>MOUNTAINEER CONTRACTORS INC.</u> Rep: <u>ROGER M. DUNLAP</u> Email Address: <u>roger.dunlap@mcwv.com</u>	<u>P.O. Box 606</u> <u>Kingwood W.V. 26537</u>	PHONE <u>304-329-2129</u> TOLL FREE CELL <u>304-698-6850</u> FAX <u>304-329-2206</u>
Company: <u>Green River Group, LLC</u> Rep: <u>Tracy Curtis</u> Email Address: <u>tracycurtis@yahoo.com</u>	<u>Po box 18039</u> <u>Morgantown WV 26507</u>	PHONE <u>304-594-3991</u> ex. 15 TOLL FREE <u>304-594-3992</u> FAX

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>COWGIRL HP INC</u>	<u>PO Box 243</u>	PHONE <u>304-739-4397</u>
Rep: <u>SPENCER WOODNELL/DEAN CLAR</u>	<u>STIMPSON WV 26435</u>	TOLL FREE
Email Address: <u>DCE-COWGIRL@PCCARTH LINK.NET</u>		FAX <u>304-739-4401</u>
Company: <u>Foster Supply</u>	<u>RT 1 Box 414</u>	PHONE <u>304-203-2351</u>
Rep: <u>Dion Wamsley</u>	<u>Mt. Clare WV 26405</u>	TOLL FREE
Email Address: <u>dwamsley@fostersupply</u>		FAX <u>304-329-0198</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 _____