



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
DEP15827

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
05/21/2012				

BID OPENING DATE: 06/14/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM FOR THE "TRACE BRANCH REFUSE PILE" PROJECT TO DISTRIBUTE THE FOLLOWING INFORMATION TAKEN FROM THE PRE-BID MEETING HELD: 05/04/2012. BID OPENING DATE WILL BE MOVED ALSO.		
				1. QUESTIONS AND ANSWERS		
				2. SPECIFICATION REVISIONS		
				3. PRE-BID SIGN-IN SHEET		
				4. BID OPENING DATE CHANGED FROM: 06/05/2012 AT 1:30PM		
				TO: 06/14/2012 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 DEP15827 ***** 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](http://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).

**DEP15827**  
**Trace Branch Refuse Pile**  
**Addendum # 1**

Item 1: The contractor will have 120 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 120 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: Q: How wide are the ditches on the project?

A: Ditch widths and dimensions vary. Project plans specify ditch details and locations. As per Section 7.3.1 of the Specifications, sections of ditch that are cut to rock shall not require rock riprap but shall be paid the appropriate size riprap ditch.

Item 3: Q: Can we use on-site rock for rip rap material?

A: On-site rock for rip rap material may consist of sound and durable limestone or sandstone from a WVDEP approved source and must meet all testing and gradation requirements as outlined in Section 7.0 of the Specifications.

Item 4: The bat gate mine seal will have a 36-inch diameter HDPE pipe, rather than a 24-inch diameter pipe. A revised detail sheet and a revised Specification sheet are attached.

Item 5: The bid schedule previously shown on the Title Sheet of the plans did not include a bid item for conveyance pipe. A revised sheet (enlarged excerpt from the Title Sheet) is attached. The actual bid items did not change.

Item 6: Payment for the headwalls shown on Plan Sheet 4 will be incidental to bid items 7.7 and 7.8. A revised Specification sheet and a revised Plan sheet are included.

Item 7: The location of the proposed underdrains may be field adjusted with prior approval from the Engineer.

#### 7.4.2 Pipe

The method of measurement for installation of the pipe will be on a linear foot basis and shall include all required excavation, and purchase and placement of pipe, fittings and connections, headwalls, concrete inlet and outlet protection, roadway repair and backfill.

#### 7.4.3 Splash Pads

The method of measurement for installation of the splash pads will be per each installed and shall include the purchase and placement of the rock.

#### 7.5 Basis of Payment

The quantity of work completed will be paid at the contract unit price bid for the following items, which price and payment shall be full compensation for all materials, labor, equipment and incidentals necessary to perform the work.

#### 7.6 Pay Items

- Item 7.1, "Riprap Vee Channel", per linear foot
- Item 7.2, "Riprap 2' Trapezoidal Channel", per linear foot
- Item 7.3, "Riprap 6' Trapezoidal Channel", per linear foot
- Item 7.4, "Grouted Riprap Vee Channel", per linear foot
- Item 7.5, "Grouted Riprap 2' Trapezoidal Channel", per linear foot
- Item 7.6, "Grouted Riprap 6' Trapezoidal Channel", per linear foot
- Item 7.7, "18" I.D. HDPE Pipe", per linear foot
- Item 7.8, "24" I.D. HDPE Pipe", per linear foot
- Item 7.9, "Splash Pad", per each
- Item 7.10, "Low Water Crossing", per each

### 8.0 UNCLASSIFIED EXCAVATION

#### 8.1 Description

Work performed under this section shall consist of furnishing all labor and equipment necessary to excavate, extinguish where necessary and redeposit this material to the grades and in the areas indicated on the drawings. The approximate quantities of material have been determined and are shown on the bid schedule.

#### 8.2 Materials

The intent of this project is to completely balance the earthwork associated with the regarding of the highwalls. Excavated material cannot be moved from one property owner to another without prior authorization from the WVDEP.

**T-104.** Non-calcareous stone shall exhibit a fizz of 0 when subjected to dilute hydrochloric acid. A laboratory certification of soundness and fizz shall be submitted to the WVDEP prior to delivery.

### **9.2.2 Filter Fabric**

Filter fabric shall consist of Terra Tex No. 4 or an approved equal.

### **9.2.3 Pipe**

Discharge pipe for the wet, modified, and/or bat gate mine seals shall consist of perforated and non-perforated 12-inch diameter SDR 35 PVC or an approved equal as shown on the plans. The bate gate pipe shall consist of a 36-inch HDPE pipe. A bat gate shall be installed at the end of the bat gate pipe as detailed on the Plans. Animal guards shall be constructed and installed on the downstream end of each of the outlet pipes as detailed on the Plans.

## **9.3 Construction Methods**

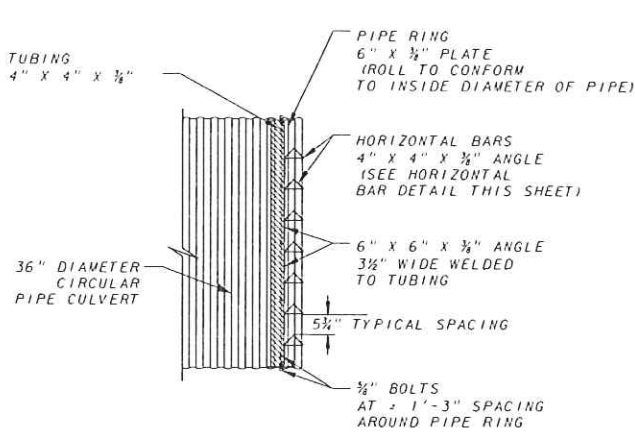
The Contractor is advised that abandoned mine workings could contain impounded water that may require treatment. The Contractor is also advised that abandoned mine workings could contain dangerous gases such as methane and blackdamp. The Contractor shall be responsible for safety when working around mine openings.

**9.3.1** Excavation of the mine opening shall proceed in a manner which will control the release of the mine pool. The opening shall be cleaned of debris to the satisfaction of the Engineer. Once the opening has been cleaned, filter fabric shall be placed on the mine floor and a 6-inch layer of stone shall be placed as pipe bedding. The pipes with risers shall be attached to steel plates and placed in the openings as shown on the attached Plans. The Gravel Bulkhead will be constructed and covered with one layer of Filter Fabric and compacted clay and soil cover as shown on the Plans. Solid pipe shall extend from the mine seal to a riprap channel discharging one foot above the invert of the channel. All pipes shall have a minimum grade of 2 percent.

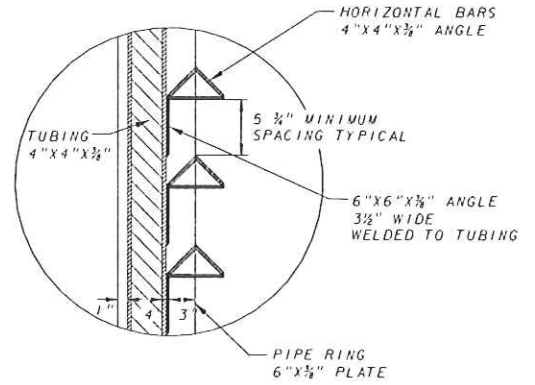
The Contractor shall be solely responsible for any damages caused by dewatering activities.

**9.3.2** A Dewatering Plan shall be submitted and approved by the Engineer prior to any work taking place. The Contractor shall install and operate a water treatment system utilizing soda ash briquettes in a manner approved by the engineer to maintain a pH between 6.0 and 9.0 in all water above base flow while dewatering mine. Water generated from dewatering shall be conveyed by a ditch or pipe to the appropriate receiving stream.

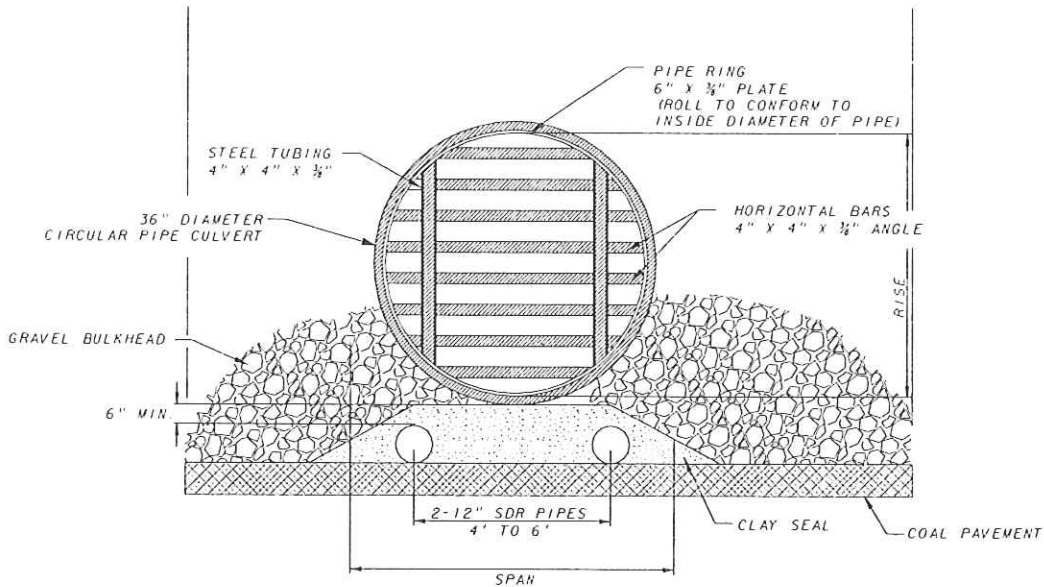
**9.3.3** The wet mine seals, modified wet mine seals, and bate gate mine seals will require excavation into the mine entries/collapsed portals for proper installation. The Contractor shall perform this work after taking all necessary precautions with regard to control and treatment of the impounded water, with all work being performed at the risk of the Contractor. The WVDEP accepts no responsibility or



**PIPE RING SECTION, TYP.**  
NOT TO SCALE



**HORIZONTAL BAR DETAIL**  
NOT TO SCALE



**BAT GATE DETAIL**  
SCALE AS NOTED

HORIZONTAL BAR SPACINGS ARE NOT TO BE ALTERED. AN ADDITIONAL HORIZONTAL "FLAT" BAR MAY BE REQUIRED TO MAINTAIN SPACINGS THROUGHOUT ENTIRE HEIGHT OF CULVERT. THESE MODIFICATIONS ARE TO BE APPROVED BY THE ENGINEER PRIOR TO BEING PERFORMED.

REVISION NUMBER	REVISION	DATE	BY

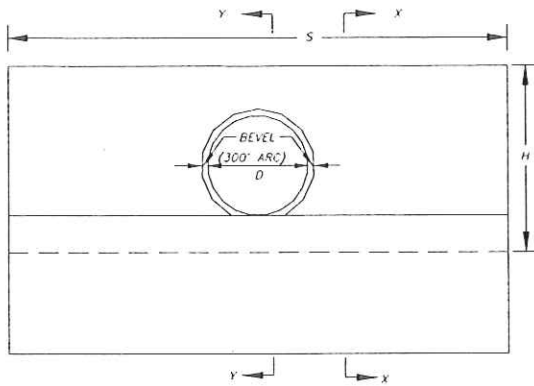
TRACE BRANCH REFUSE PILE  
REVISED BAT GATE DETAIL



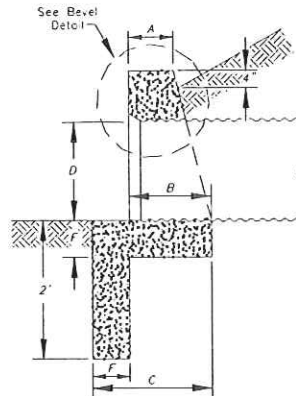
MEAD & HUNT, INC.  
CHARLESTON, WV 304-345-6712

PROJECT NO.	DEP15213
DATE	5/14/12
SCALE	
DESIGNED	
DRAWN	MLP
CHECKED	JAB
SHEET	1 OF 1

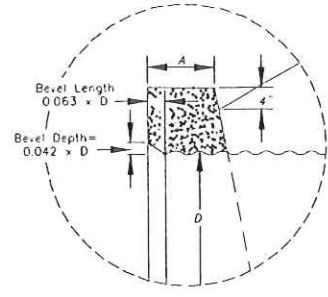




**ELEVATION VIEW**  
No Scale

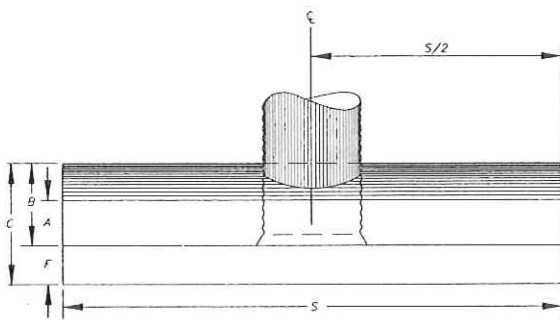


**SECTION Y-Y**

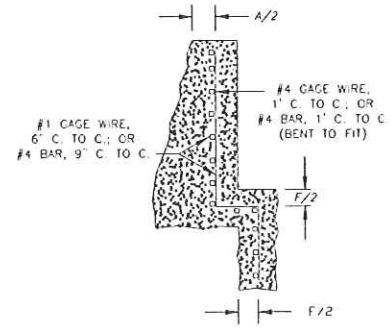


**BEVEL DETAIL**  
(SECTION THRU CENTER OF PIPE)

	DIAMETER OF PIPE				
	12"	15"	18"	24"	30"
DEPTH	1/2"	3/4"	3/4"	1"	1-1/4"
LENGTH	3/4"	1"	1-1/4"	1-1/2"	2"



**PLAN VIEW**  
No Scale



**SECTION X-X**  
(Showing Reinforcing Details)

DIM	DIAMETER OF PIPE				
	12"	15"	18"	24"	30"
A	0'-6"	0'-8"	0'-9"	0'-11"	1'-0"
B	0'-11"	1'-2"	1'-4"	1'-8"	1'-10"
C	1'-5"	1'-9"	2'-0"	2'-5"	2'-8"
D	1'-0"	1'-3"	1'-6"	2'-0"	2'-6"
F	0'-6"	0'-7"	0'-8"	0'-9"	0'-10"
H	2'-3"	2'-10"	3'-2"	3'-9"	4'-4"
S	5'-0"	6'-3"	7'-6"	10'-0"	12'-6"

QUANTITIES					
CU YDS CLASS B CONCRETE					
RCP	0.46	0.82	1.22	2.20	3.35
CMP	0.47	0.85	1.27	2.29	3.48

**NOTES:**

ALL CONCRETE SHALL BE CLASS "B" CONCRETE.

ALL CONCRETE EDGES SHALL HAVE A 3/4" X 45' CHAMFER. CHAMFER ON VERTICAL EDGES SHALL BE CONTINUED A MINIMUM OF ONE FOOT BELOW FINISHED GROUND LINE.

WHEN HEADWALLS ARE PLACED ON THE INLET END OF CORRUGATED METAL PIPE OR SKEWED CONCRETE PIPE, A BEVEL SHALL BE USED AT THE INLET OPENING. THE END OF THE PIPE SHALL BE SET IN FROM THE FACE OF THE WALL, AS SHOWN ON THE 'BEVEL DETAIL', AND THE BEVEL CONSTRUCTED FROM THE END OF THE PIPE TO THE FACE OF THE WALL.

WHEN HEADWALLS ARE PLACED ON THE INLET END OF CONCRETE PIPE, THE "BELL" OR "GROOVE" OF THE PIPE SHALL BE PLACED IN THE WALL IN LIEU OF THE BEVEL, EXCEPT WHEN THE PIPE IS TO BE CUT FOR PLACING IN SKEWED HEADWALLS. THE INSIDE OF THE "BELL" OR "GROOVE" SHALL BE FILLED WITH CONCRETE UP TO THE FLOW LINE.

BEVELS ARE NOT REQUIRED ON OUTLET HEADWALLS.

REINFORCING FABRIC SHALL CONFORM TO THE REQUIREMENTS OF 709.3 AND 709.4 OF THE SPECIFICATIONS.

REINFORCING FABRIC, AS DETAILED HEREIN, SHALL BE USED IN ALL WALLS OF ALL HEADWALL STRUCTURES. THE COVERING FOR THE FABRIC SHALL BE TWO INCHES, MEASURED FROM THE SURFACE OF THE CONCRETE TO THE FACE OF THE WIRE, UNLESS OTHERWISE SPECIFIED. THE FABRIC SHALL BE CUT AS NECESSARY TO ACCOMMODATE THE PIPE OPENING IN THE WALL AND MAY BE OTHERWISE CUT OR FIELD BENT TO FIT THE STRUCTURE.

IN LIEU OF THE REINFORCING FABRIC DESCRIBED ABOVE, AS SHOWN REINFORCING STEEL BARS, MEETING THE REQUIREMENTS OF 709.1 OF THE SPECIFICATION, MAY BE USED IN THESE STRUCTURES. COVERING FOR THE REINFORCING SHALL BE TWO INCHES, MEASURED FROM THE SURFACE OF THE CONCRETE TO THE FACE OF THE BARS, UNLESS OTHERWISE SPECIFIED. BARS SHALL BE FURNISHED IN SUCH LENGTHS, OR FIELD BENT OR CUT AS NECESSARY, TO FIT THE STRUCTURES AND TO ACCOMMODATE THE PIPE OPENING IN THE WALLS.

KEYED OR DOWELED TYPE CONSTRUCTION JOINTS, ACCEPTABLE TO THE ENGINEER, MAY BE USED DURING CONSTRUCTION.

THE PAYMENT FOR HEADWALLS WILL BE INCIDENTAL TO BID ITEMS 7.7 AND 7.8.

COST OF ALL REINFORCING FABRIC AND REINFORCING BARS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR "CLASS B CONCRETE"

**STRAIGHT HEADWALL DETAIL**  
NOT TO SCALE

TRACE BRANCH REFUSE PILE  
REVISED HEADWALL DETAIL



PROJECT NO.	DEP15213
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SCALE	
DESIGNED	
DRAWN	MLP
CHECKED	JAB
SHEET	1 OF 1

MEAD & HUNT, INC.  
CHARLESTON, WV 304-345-6742

REVISION NUMBER	REVISION	DATE	BY



## SIGN IN SHEET

Page 1 of 2Request for Proposal No. DEP15827Date 05-04-12Trace Branch Refuse Pile

\*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>	<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 (A) AOL.COM</u>	<u>WV 25360</u>	FAX <u>304-984-0074</u>
Company: <u>JMD COMPANY</u>	<u>6010 MacCorkle Ave.</u>	PHONE <u>304-766-7404</u>
Rep: <u>RON HARPER</u>	<u>ST. ALBANS WV 25177</u>	TOLL FREE
Email Address: <u>rharper@jmdcompany.com</u>		FAX <u>304-766-7406</u>
Company: <u>AA ENERGY INC</u>	<u>151 STEWART ST WELCH WVA 24801</u>	PHONE <u>304 3203961</u>
Rep: <u>John Wimmer wels Addaie</u>		TOLL FREE
Email Address: <u>.wps addaie (A)</u>		FAX <u>304 436 5111</u>
Company: <u>GREEN MOUNTAIN CO</u>	<u>511 50th ST</u>	PHONE <u>304 925 0253</u>
Rep: <u>DAVID H BOUMAN</u>	<u>CHAS WV 25304</u>	TOLL FREE
Email Address: <u>DHB 722e Taha. WV</u>		FAX <u>925 9235</u>
Company: <u>EASTERN ARROW</u>	<u>PO BOX 4108</u>	PHONE <u>304-414-0255</u>
Rep: <u>ANN WARDEN</u>	<u>CHARLESTON</u>	TOLL FREE
Email Address: <u>easternarrow@hotmail.com</u>	<u>25304</u>	FAX <u>0256</u>

## SIGN IN SHEET

Page 2 of 2Request for Proposal No. DEP15827Date 05-04-12Trace Branch Refuse Pile

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>M<sup>c</sup>Court &amp; 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@wirefive.com</u>		FAX <u>304 765-5293</u>
Company: <u>Cougirl 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>N/A</u>
Email Address: <u>DCE-cougirlup@earthlink.net</u>		FAX <u>304-737-4401</u>
Company: <u>GOPHER LAND SERVICES</u>	<u>PO Box 194 BEAVER WV</u>	PHONE <u>304 860 1909</u>
Rep: <u>MIKE ROSE</u>	<u>25813</u>	TOLL FREE <u>866 545 6822</u>
Email Address: <u>mrose@suddenlink.net</u>		FAX
Company: <u>Pineville PAVING &amp; EXC INC</u>		PHONE <u>304-732-8303</u>
Rep: <u>MIKE BRADFORD</u>		TOLL FREE
Email Address: <u>longpvi@aol</u>		FAX <u>304 732 7855</u>
Company: <u>BREAKAWAY INC.</u>		PHONE <u>765-5317</u>
Rep: <u>Doug Vincent</u>		TOLL FREE
Email Address: <u>1075 Old Turnpike Rd Sutton WV 26601</u>		FAX <u>765-5389</u>