



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:
DEP14162

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 CHUCK BOWMAN
 304-558-2157

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
10/02/2007				
BID OPENING DATE: 10/18/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED AS A RESULT OF THE 09/20/07 PRE-BID CONFERENCE FOR THE THOMAS SUBSIDENCE-PHASE III PROJECT INCLUDED IN THIS ADDENDUM ARE THE QUESTIONS AND ANSWERS POSED AT THE MEETING, THE PRE-BID SIGN-IN SHEET, AND THE REVISED BID SCHEDULE.						
THE BID DATE AND OPENING TIME HAVE BEEN REVISED FROM 10/11/2007 TO 10/18/2007 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14162 Bid Date: 10/11/07
Project: THOMAS (N.E.) SUB - III Pre-Bid Date: 9/20/07

Name : Elma Frazier
Company: Moore Concrete Pumping
Address: Bridgeville, Pa. 15019
Box 39
BT
Phone #: 412-221-4514
Fax #: 412-788-0900
Email: Elma.Frazier@comcast.net

Name : Bruce Baillie
Company: Howard Concrete Pumping
Address: 701 Millers Run Road
Cuddy Pa 15031
Phone #: (412) 257-1800
Fax #: (412) 257-8380
Email :

Name : MATT QUATTRO
Company: CITY OF THOMAS
Address:
Thomas WV 26292
Phone #: 304 463-4360
Fax #:
Email :

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO Bx 13015
Sissonville, WV
25360
Phone #: 304-984-1115
Fax #: 304-984-2770
Email : RandyCarpenter@
Cebriidge.net

Name : Tim Darrah
Company: CTL Engineering
Address:
Morgantown WV
Phone #: (304) 292-1138
Fax #:
Email : tdarrah@ctleng.com

Name :
Company:
Address:
Phone #:
Fax #:
Email :

Name :
Company:
Address:
Phone #:
Fax #:
Email :

Name :
Company:
Address:
Phone #:
Fax #:
Email :

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14162
Thomas (Northeast) Subsidence – Phase III Project**

The following questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

- 1.) **Q.** What is the cost from the City of Thomas to purchase water for this project?
A. The City of Thomas furnished their rates for water usage which indicated a monthly charge of \$42.47 for 10,000 gallons plus \$3.97 for each 1,000 gallons over 10,000. Also it was pointed out that the Contractor would be responsible for paying any overtime incurred by the City of Thomas employees if it was necessary for them to work overtime as a result of the Contractor's demand for water in addition to the cost of the water.
- 2.) **Q.** Do any of the test borings in the project require plugging?
A. If any of the test borings are located and they are still open, they should be plugged in the same manner as the injection holes are plugged.
- 3.) **Q.** What change to the Plans will come from the fact that there is now a concrete slab in the proposed location for production holes that was not there when the design was completed?
A. The target location for the bottom of the drill hole remains the same as shown on the Plans. Any damage to the concrete slab shall be repaired to the satisfaction of the Engineer.
- 4.) **Q.** Is the location of utilities in the project area known and can they be identified?
A. The location of underground drillings is not by the City of Thomas personnel. The Contractor should call Miss Utility for assistance in identifying the location of utilities.
- 5.) **Q.** Do the Specifications limit the Contractor to working no more than 50 hrs/wk?
A. Yes. Section 1.03 of the Special Provisions of the Specifications indicates that "work should be restricted to the 12/hrs/day between 7:00 am and 7:00 pm., maximum of 50 hrs/wk, with no work on Sunday."
- 6.) **Q.** Are there provisions in the Specifications for the repair of driveways where proposed drill holes are located in the driveway?
A. Sections 5.3.3 and 5.3.3.1 of the Technical Specifications indicate that the Contractor is responsible for the repair of any damage to driveways resulting from drilling at his own expense. Sections 5.3.3.2 and 5.3.3.3 address the measures required to perform the repair.
- 7.) **Q.** Can we (Contractor) use the U.S. Forest Service R.O.W. for access to the structures to be stabilized on RR Hill where this access would be convenient?
A. No. We (WV DEP) do not have Right-of-Entry from the U.S. Forest Service.
- 8.) **Q.** What is the orientation of the U.S. Forest Service R.O.W.?
A. The orientation is not shown on the Plans. However, the boundaries are marked as evidenced by our site visit and the Contractor should acknowledge these marked boundaries.

- 9.) **Q.** Can we (Contractor) work anywhere within the construction work limits shown on the Plans?
A. No. Even if the U.S. Forest Service boundaries happen to lie within the construction work limits, the Contractor shall not encroach upon their property or any other property for which the WV DEP does not have Right-of-Entry.
- 10.) **Q.** Is the RR Hill site within the City limits of Thomas?
A. Yes, therefore, B&O taxes to the City of Thomas will also be in effect at this site.

**BID SCHEDULE
ADDENDUM #1
10/02/2007**

WV-36 STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

Buyer:	Page 5	Req. or P.O. No.
Spending Unit:		

Vendor:

**Thomas (Northeast) Phase III (Railroad Street)
Tucker County**

Item No.	Quantity	Description	Unit Price	Amount
1.0	1	Mobilization and Demobilization (shall not exceed 5%)	LS	\$
2.0	1	Construction Layout (shall not exceed 2.5%)	LS	\$
3.0	1	Quality Control (shall not exceed 3%)	LS	\$
4.0	1	Site Preparation (shall not exceed 2%)	LS	\$
5.0	8,635	Drilling Vertical and Angled Injection Holes, per lineal foot		\$
6.1	7,977	Purchasing, Handling and Placing Concrete, per cubic yard		\$
6.2	9,501	Purchasing, Handling and Placing Grout, per cubic yard		\$
6.3	320	Purchasing, Handling and Placing Coarse Aggregate, per ton		\$
6.4	160	Purchasing, Handling and Placing Fine Aggregate, per ton		\$
7.0	800	Confirmation Drilling, per lineal foot		\$
8.0	30	Borehole Photography, per hour		\$
11.0	500	Sediment Control, per lineal foot		\$
12.0	1	Site Restoration	LS	\$
13.1	410	Base Repair, per square yard.		\$
13.2	350	Asphalt Pavement Overlay, per ton.		\$
13.3	20	Shoulder Stone, per ton		\$
13.4	305	Compacted Gravel Road Course, per ton.		\$
TOTAL				\$