



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
DNR90148

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
 304-558-2316**

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

**DIVISION OF NATURAL RESOURCES
 TWIN FALLS RESORT
 ATTN: PARK SUPERINTENDENT
 POST OFFICE BOX 1023
 MULLENS, WV
 25882 294-6000**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/28/2008				

BID OPENING DATE: **06/12/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
<p>ADDENDUM NO. 1</p> <p>THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED AGENCY RESPONSE TO VENDOR QUESTIONS RESULTING FROM THE MANDATORY PRE-BID HELD ON 05/07/08.</p> <p>THE BID OPENING IS CHANGED FROM: 06/03/2008 AT 1:30 PM TO: 06/12/08 AT 1:30 PM.</p> <p>GENERAL CONSTRUCTION</p> <p>***** THIS IS THE END OF RFQ DNR90148 ***** TOTAL: _____</p>						

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

May 16, 2008

TO: All Bidders

REF: **Twin Falls State Park – Lodge Expansion**
West Virginia Division of Natural Resources
RFQ No: DNR 90148

SUBJ: **Addendum Bulletin No. 1**

This Addendum Bulletin shall be incorporated in the Construction Documents including the Drawings and Specifications for the Project referenced above. All work amended as listed herein shall be included in your Bid Proposal and the bidder shall acknowledge this addendum bulletin in accordance with the Request for Quotation.

The Construction Contract Documents shall be amended as follows:

ALLOWANCES:

Pool Allowance: \$39,000.00

Pool shall be a pre-manufactured fiberglass pool and spa by Viking Pools or equal approved in writing by the owner. Model is Deluxe Laguna modified to maximum 5 foot depth. Viking Pools or other approved subcontractor will provide all drains, skimmers, fittings, tile edge trim to be delivered and installed on site to include all labor, material and taxes. General Contractor is responsible for coordination with pool installer, final hook-up of utility lines around the pool and concrete decking utilizing cantilever forms provided by Viking Pools or approved subcontractor. Approval of any pool other than that specified herein shall be through the submittal process outlined in the general conditions of the contract.

Brick Allowance: \$600/ thousand

Brick allowance is intended to allow various manufacturers to match existing brick in color, size, texture and quality. It is the Contractors' responsibility to determine the quantity of material.

SPECIFICATIONS:

1. Division 1, Section 012100: ADD Section "Allowances".
2. Bid or Proposal: REPLACE with revised Bid or Proposal form with Bid or Proposal (Revised 16 May 2008).

DRAWINGS:

1. Drawing CS-1.1: DELETE Square Footage note 36,638, ADD Square Footage note 28,000.
2. General Structural Note: Where load bearing masonry walls require concealed conduits, three or more horizontal conduit runs will be bundled at the bottom of a 16" high (double course) bond beam and will replace the bond beam shown immediately below the bearing element such as Section 4/S-2.3. Grouting and reinforcement will remain the same.
3. Drawing AQ-1.1, Note 12: DELETE "heat recovery piping,"
4. Drawing AQ-1.1, Note 12: ADD Extend heat pool water heat recovery piping from pool filter room to the mechanical room to within 5 feet of the Pool Pak unit with final connections to the unit by mechanical contractor prior to installation. Pool equipment installer shall be responsible for extending the heat recovery piping to within 5'-0" of AHU-8.
5. Drawing H-1.1 Coded Note 16: CHANGE to read "1-1/4" condensate line piped to floor drain, floor drain by P.C. HVAC Contractor shall connect pool equipment heat recovery piping as required. Pool equipment installer shall be responsible for extending the heat recovery piping to within 5'-0" of AHU-8.

FOR CLARIFICATION / INFORMATION

1. Pre-Construction Meeting Minutes and Sign-in Sheet are included with this addendum.
2. This project is not tax exempt and the contractor will be required to pay all applicable state and local taxes.
3. Portions of existing fire alarm system that is to be removed, shall be given to the Owner intact.
4. The shop drawing submittal schedule is to be submitted indicating when submittals are anticipated to be submitted and the required time for return. Long lead time items such as foundation and framing steel drawings and submittals that require MEP or Civil review are to be given extra time for consultant review.

REQUESTS FOR INFORMATION:

Be it known that the following written requests for information were received through the end of business May 14, 2008. Each written request for information is followed by the appropriate answer.

1. **Q:** Requested that article 1.6 A. & B. of section 05120 Structural Steel be waived in its entirety due to the lack of AISC certified fabricators and erectors in the State of West Virginia.

A: This item will not be waived. The specifications clearly indicate that in lieu of certification fabricators with 10 years experience can submit quality control manual for review and approval.

2. **Q:** Will the soils report be made available in the next addendum?

A: Soils reports are included in the specification as discussed at the pre-bid meeting.

3. **Q:** Please provide footing location and size for pit in Room 005 POOL MECHANICAL and as indicated by detail 11/S2.2.

A: This information is clearly shown on 11/S-2.2.

4. **Q:** Please show limits of concrete pit walls on drawing S1.1.

A: See attached drawing.

5. **Q:** Several footing steps appear to be missing on drawing S1.1. Please clarify. Ex. (footing which ties into column pad @ column line 3/P-2).

A: See attached drawing.

6. **Q:** Detail 10/S2.1 as indicated on drawing S1.1 does not exist. Should this be 10/S2.2?

A: That is correct.

7. **Q:** Detail 9/S2.1 as indicated on drawing S1.1 does not exist. Should this be 9/S2.2?

A: That is correct.

8. **Q:** Please clarify the limits of the different elevations of the slab on grade areas.

A: Coordinate with Architectural plans and sections.

9. **Q:** Is the pool excavation/backfill to be included in this contract or is it "by others"?

A: *Excavation and backfill immediately around the pool will be the responsibility of the pool installer.*

10. **Q:** Several footings are "hatched" (///////). What does this hatching represent?

A: *Hatching indicates a slab elevation of 2080.33.*

11. **Q:** Please provide top of pier elevations at the following locations: Col. Lines L-7, L-8, M-8, N-8, N-10, M-10, L-11 and K-11.

A: *Notes on Drawing S-1.1 indicate top of pier elevations.*

12. **Q:** Section 01100-2 SUMMARY Article 1.6 states that "Owner will occupy the premises during entire construction period, with the exception of areas under construction." We can only assume that this means the lodge will remain open to the public for business. This becomes a real problem given the new addition location as well as the vast amount of site work and underground site utility work which will need to be performed simultaneously with the building construction. With this in mind, can you please provide a location for public and employee ingress/egress along with a pedestrian traffic barricade layout/design plan?

A: *As discussed during the pre-bid meeting, the Owner requires that the facility remain in operation during the construction. This plan will be developed during the pre-construction meeting based upon the contractor's construction phasing and scheduling.*

13. **Q:** S-1.6 – Roof Framing Plan – Lobby & Pool – Heavy Timber Column (See DWG. A-5.9). DWG A-5.9 is not included in this set of drawings. Please provide clarification.

A: *See section BS-3 on drawing A-3.3*

14. **Q:** Do doors 110 and 110A get auto operators covered by Section 08461?

A: *Yes, as shown on door schedule.*

15. **Q:** Do we supply and install or does door supplier provide?

A: *General contractor is responsible for supply and installation, actual supply and installation is governed by the specifications.*

16. **Q:** Who furnishes and installs the pool?

A: *See allowances*

17. **Q:** Are the pool drains, skimmers and inlet fittings provided with the pool?

A: *See allowances*

18. **Q:** Drawing #AQ-1.1, Note #14 states that the pool drawings will be submitted to the State of West Virginia Health Department. Who is responsible for producing the drawings and paying the permit fees?

A: *The Contractor is ultimately responsible for final approval by the WV State Health Department. How this is handled is up to the Contractor.*

19. **Q:** Drawing #AQ-1.1 Pool piping isometric shows 2" piping extending to the Pool-Pak Unit. There is no piping on the HVAC drawings. Please provide a drawing showing the piping for this unit.

A: *See drawing changes above.*

END OF ADDENDUM

Enclosures:

- A Revised "Bid or Proposal" 16 May 2008
- B Sign-In Sheet
- C Specification Section 012100 Allowances
- D Drawing: SK S-1

**TWIN FALLS RESORT STATE PARK
LODGE EXPANSION PROJECT
WYOMING COUNTY, WEST VIRGINIA**

**BID OR PROPOSAL
(Revised 16 May 2008)**

NAME OF BIDDER

ADDRESS OF BIDDER

PHONE NUMBER

WV CONTRACTOR'S LICENSE NO.

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

BASE BID: All labor, materials and equipment as stipulated in the Bidding Documents.

BASE BID AMOUNT:

_____ (\$ _____)
(Total to be written in figures and words.)

ALLOWANCES: Contractor's costs for coordination, receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance:

ALLOWANCE # 1 (Pool & Installation)

Thirty Nine Thousand Dollars (\$ 39,000.00)
(Total to be written in figures and words.)

ADDITIVE ALTERNATE #1: All labor, materials and equipment as stipulated in the Bidding Documents.

ADDITIVE ALTERNATE #1 AMOUNT:

_____ (\$ _____)
(Total to be written in figures and words.)

In the event of a difference in written amount and the number amount, the written amount shall prevail.

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 365 consecutive calendar days following receipt of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount of \$500.00 per day.

Any work performed or any materials contracted for prior to the receipt of the OWNER'S written notice to proceed shall be at the Bidder's risk.

Upon receipt of the OWNER'S written notice of acceptance of this bid, the Bidder agrees that he shall execute and deliver the contract along with insurance certificates as set forth in the Bidding Documents to the OWNER within ten (10) consecutive calendar days, or the Bidder shall forfeit the security deposited with this bid.

PROGRESS PAYMENTS

The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to five percent (5%), or other amounts as provided for in the Contract Documents, will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

ADDENDUM ACKNOWLEDGE

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my proposal.

Addendum No.

Date

_____	_____
_____	_____
_____	_____
_____	_____

I understand that failure to confirm the receipt of the Addendum is cause for rejection of bids.

Signature

Date

RESPECTFULLY SUBMITTED:

DATE: _____

WV VENDOR NUMBER: _____

BY: _____
(Signature in ink)

TITLE: _____

FIRM NAME: _____

ADDRESS: _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DNR-90148 Bid Date: 5/03/08
 Project: TWIN PAILS LODGE EXPANSION Pre-Bid Date: 5/07/08

Name : Steven Dorman
 Company: IMPROVEMENTS UNLIMITED
 Address: P.O. Box 1
LEONA, WA 28971

Phone #: (304) 481-1266
 Fax #: (304) 481-2176
 Email : stdorman@frontiernet.net

Name : JAMES STILTNER
 Company: CORTE CONST CO
 Address: DRAWER 1089
BLUEFIELD VA 24605

Phone #: 276 322 5491
 Fax #: 276 322 5495
 Email :

Name : MITCHELL SMITH
 Company: CIMCO INC
 Address: PO BOX 480
CULLOGEN WV 25510

Phone #: 304 565-0121
 Fax #: 562-0320
 Email : CIMCO@VZV.VZV.NET

Name : TIM HAYSLOTT
 Company: Hayslott Const Co Inc
 Address: P.O. Box 447
HARRISBURG WV 25526

Phone #: 304-757-9348
 Fax #: 304-757-9561
 Email : W.Hayslott@AOL.Com

Name : Andy Wiseman
 Company: Wiseman Const. Co.
 Address: 1666 6th Ave
Charleston, WV 25312

Phone #: 304-344-1200
 Fax #: 304-344-1281
 Email : awiseman@wisemanconst.com

Name : Johnny Payne
 Company: BBL Carlton
 Address: 900 Lee St. Suite 1400
Charleston WV 25301

Phone #: 304-345-1300
 Fax #: 304-345-1304
 Email : jpayne@bblcarlton.com

Name : Pod Drem
 Company: 500 Corporate Centre Drive Ste 550
 Address: Scott Depot WV 25560
GdG Builders Inc.

Phone #: 304-757-9196
 Fax #: 304-757-0993
 Email : rodrem@gandgbuilders.com

Name : Tom Broyles
 Company: Nichols Const
 Address: P.O. Box 507
Summersville, WV

Phone #: 872-2815
 Fax #: 872-6788
 Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : _____
Project: _____

Bid Date: _____
Pre-Bid Date: _____

Name : DERICK FOSTER
Company: Paramount Builders
Address: P.O. box 1370
Sl. Albans, WV
25177
Phone #: 304.727.2770
Fax #: 304.722.4230
Email : dfooster@paramountwv.com

Name : BRADLEY S. LESLIE
Company: WV DNR, PARKS & REC
Address: CHAPEL COMPLEX BLDG 3
ROOM 719.
CHARLESTON WV 25305
Phone #: 304 558 2764
Fax #: 304 558 -0077
Email : bradleslie@wvdnr.gov

Name : Luke Bezovich
Company: Carpenters Local 1911
Address: 2308 South Fayette
street,
Beckley WV 25801
Phone #: 304-254-9911
Fax #: 304-254-9931
Email : LSB CARP ORG @ Adl.com

Name : JERRY HAWKS
Company: Swope Construction Co.
Address: 1325 BLUEFIELD AVE.
BLUEFIELD, WV 24701
Phone #: 304-325-8146
Fax #: 304-327-9444
Email : jhawks@swopeco.com

Name : RICHARD FORRESTER
Company: ORNDI ASSOCIATES
Address: ~~304 FAIRMONT AVE~~
1543 FAIRMONT AVE
FAIRMONT, WV 26554
Phone #: 304-367-1417
Fax #: 304-367-1418
Email : RFORRESTER@ORNDIASSOCIATES.COM

Name : PATRIC P. DOVE
Company: SWOPE CONSTR. CO.
Address: SAME AS ABOVE
Phone #: SAME AS ABOVE
Fax #: SAME AS ABOVE
Email : PDOVE@SWOPECO.COM

Name : David Brown
Company: ORNDI ASSOCIATES
Address: 1543 FAIRMONT AVE
FAIRMONT, WV 26554
Phone #: (304) 367-1417
Fax #: (304) 367-1418
Email : DBROWN@ORNDIASSOCIATES.COM

Name : Kenneth Turner
Company: BLUESTONE ELECTRIC
Address: P.O. Box 575
Beaver WV 25813
Phone #: 304-252-9162
Fax #: 304 255-6246
Email : _____

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and for the Contractor to make direct payment to a Sub-Contractor for Work performed under agreement with the Owner. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

- A. Submit invoices from vendors to show actual Work completed for use in fulfillment of each allowance.
- B. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
- B. Contractor's costs for coordinating, receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

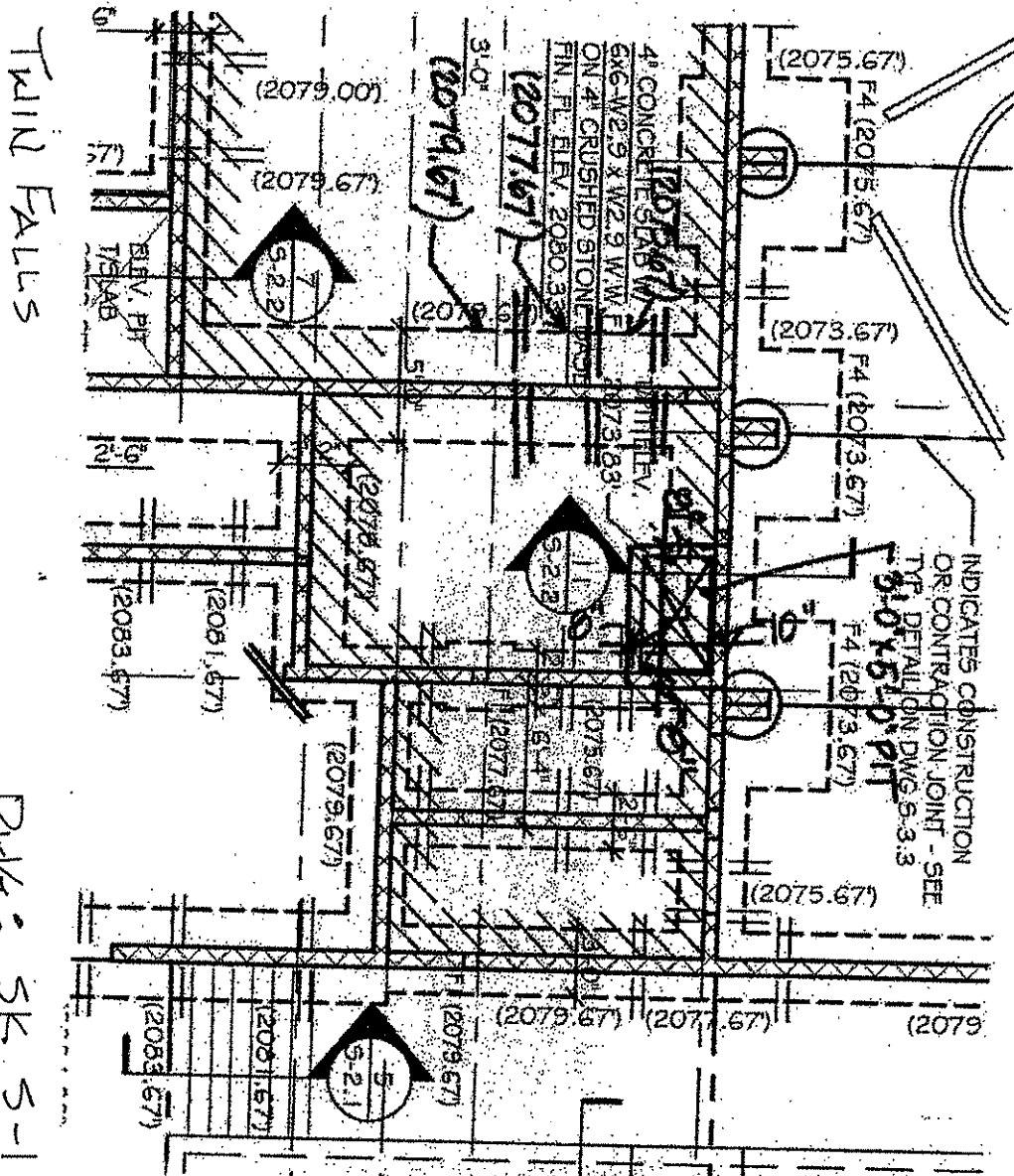
3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Include a lump sum allowance of \$39,000.00 for payment for the pool and installation.

END OF SECTION 01210



DWG: SK 5-1