



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
DEFK9005

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

VENDOR
 RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO
 DIV ENGINEERING & FACILITIES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/27/2008				

BID OPENING DATE: **09/16/2008** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO MODIFY AND ADD TO THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS, AND CHANGE THE BID OPENING DATE FROM 9/23/2008, TO 9/16/2008; 1:30 PM.						
NEW BID OPENING DATE AND TIME: 9/16/08; 1:30 PM						
0001	1	LS		968-20		
TUNNEL MEZZANINE STRUCTURAL MODIFICATIONS						

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 fee.
5. 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.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

Re: Pre-Bid Meeting; Center for National Response Tunnel Mezzanine

The following constitutes Pre-bid Meeting Minutes for DEFK9005 Center for National Response Tunnel Mezzanine.

During the pre-bid meeting conducted at 1030 hrs 26 August 2008, LTC Suver welcomed those present for expressing interest in the subject project. Key Owner representatives were introduced and the following agenda items were covered:

1. ADMINISTRATIVE: W. Suver.

- a. The Pre-bid meeting for the subject contract at 1030 hrs, 26 August 2008 , at the Gallagher Tunnel.
- b. Mandatory pre-bid attendance - Sign-In
- c. Funding: Federally funded, State administrated project.
- d. User: West Virginia Army National Guard
- e. Administrator: Construction & Facilities Management Office, WVARNG

2. INTRODUCTION: W. SUVER

- a. **C&FMO:**
 - i. Address
1703 Coonskin Drive
Charleston, WV 25311
 - ii. BG Melvin Burch, CFMO
(304) 561-6450
Contracting Officer
 - iii. LTC Craig Lambert
Craig.lambert@wv.ngb.army.mil
(304) 561-6453
Administrative Contracting Officer
 - iv. LTC William Suver, Project Manager
Email: bill.suver@wv.ngb.army.mil
561-6454 (o) 561-6458 (fax)

b. DIVISION OF PURCHASING:**PURCHASING REPRESENTATIVE**

- i. Mr. John Abbott
John.H.Abbott@wv.gov
(304) 558-2544
(304) 558-4115 (f)

c. DESIGNER OF RECORD:

- i. Address:
Moment Engineers, Inc.
179 Summers Street, Suite 603
Charleston, WV 25301
Ph: (304)
Douglas Richardson

3. BIDDING ISSUES**W. SUVER**

- a. Questions must be submitted to Purchasing Division, attention Mr. John Abbott.
- b. Direct discussion is **not** authorized with the Engineer, the Facilities Engineer, or the Project Manager.
- c. State Wage Rates Applies
- d. Bid Opening period is to be shorten

4. WORK HOURS/ ACCESS TO THE SITE/TEMPORARY FACILITIES**W. SUVER**

- a. The Contractor will have access to the site from 0700 to 1800 hrs, Monday to Friday. If work hours must be modified, these will be approved on a case-by-case via the Project Manager and the Tunnel Representative.
- b. Contractor is required to provide to the Project Manager, a listing of personnel, which will be gaining access to the site. (*Section 01310-1.4.K*)
- c. Superintendence: In accordance with Contract documents, the Contractor must maintain full-time, active superintendent on the job.
- d. Temporary Facilities: All is available from existing facility.

5. CONTRACT DURATION LIQUIDATED DAMAGES**W. SUVER**

- a. Liquidated Damages
 - i. Liquidated Damages per the documents

6. SAFETY**W. SUVER**

- b. All construction activities will be in conjunction with OSHA, Safety and Health Requirements Manual (US Army Corps of Engineers). As noted, the Army safety and health standards mirror OSHA. All construction activities on site will be a hardhat area and marked as such.
- c. Access to the site will be restricted and controlled by the Contractor. A visitor's sign-in and hardhats to be made available for personnel visiting site.
- d. Temporary fueling operations: Any temporary fueling operation will be maintained in accordance with OSHA and WV Fire Marshall Standards to included secondary containment, fire extinguishers, and spill control.
- e. Cleanup required daily by each perspective sub and General Contractor: No open dumps of construction materials. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property. Crushed pavement, gravel and clean soil may be given to nearby landowners with written approval from the C&FMO.

6. SUPERVISION OF WORK**W. SUVER**

- a. Engineer of Record will have the responsibility for the observation of Contractor's quality of work. The Engineer of Record will provide recommendations for actions regarding progress payments, change orders, and acceptance of work.

7. ASPECTS OF CONTRACT**W. SUVER**

- a. Project Coordination (Correspondence) – Section 1040
- b. Meetings – Section 01200
- c. Submittals – 01300

8. SUBSTITUTIONS

- a. Substitution requests must be submitted within 60 days of commencement of work.
- b. Substitution requests will only be considered when one or more of the following applies:
 - i. Proposed changes comply with general intent of Contractor Documents.
 - ii. Request is timely and is accompanied with all required documentation per specifications.
 - iii. The specified product cannot be provided within Contract Time. This time will not be considered if Contractor fails to provide proper and timely coordination.
 - iv. Governing authority cannot approve the specific product and substitute product can be approved.

9. SUMMARY OF WORK

a. Project Description

- i. Modify the supports for the Tunnel Mezzanine.
- ii. Work will be constructed under a single prime contractor.
- iii. Contractor shall have limited use of premises for construction operations, subject to limitations and requirements of the West Virginia Army National Guard.
- iv. Contractor is responsible for keeping driveways and entrances serving the premises clear and available for the Owner's use.

10. QUESTIONS AND ANSWERS

W. SUVER

12. CLOSING COMMENTS

W. SUVER

Meeting notes will be published through state purchasing, along with clarifications to contract documents. Any further question will be addressed through an Addendum released after the question period has closed. It was also stressed that any further questions between now and bid award must be directed to John Abbott at State Purchasing.

Addendum Items:

1. Delete General Note on S.1 which reads " 7. PAINT/STAIN NEW WOOD TO MATCH EXISTING." and replace with " 7. ALL NEW WOOD IS TO HAVE PRESERVATIVE TREATMENT BY PRESSURE PROCESS ACCORDING TO AWPA C2."

Construction period: 2. 5.a.i. change to read: notice to proceed will be given upon receipt and approval of all contract and bond information. Work on site cannot start prior to 15 Dec 08 and must be complete by 31 Jan 09.

Gallagher Tunnel Mezzanine
Structural Modifications - Pre Bid

SIGN IN SHEET

Page 1 of 2

PLEASE PRINT

Date: 7-26-07

* PLEASE BE SURE TO PRINT LEGIBLY DEEK

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
709020035 Company: CONCRETE PRESERVATION SYSTEMS, INC	400 PENNINGTON BLVD, SUITE 306	PHONE 412-824-2900
Rep: <u>DAVE BAUM</u>	<u>PITTSBURGH, PA 15235</u>	
Email Address: <u>dbaum@garagepreservation.com</u>		FAX <u>412-824-0628</u>
709041753 Company: <u>ORDERLY CONSTRUCTION CO., INC</u>	<u>P.O. Box 1448</u>	PHONE <u>304-722-4237</u>
Rep: <u>JOHN R. JONES</u>	<u>ST. ALBANS, WV 25177</u>	
Email Address: <u>john.j@orderlyconstruction.com</u>		FAX <u>304-722-4230</u>
701085036 Company: <u>OVOL CONSTRUCTION MANAGEMENT</u>	<u>179 SUMMERS ST., SUITE 610</u>	PHONE <u>304-347-8820</u>
Rep: <u>ERIC COFFEY</u>	<u>CHARLESTON, WV 25301</u>	
Email Address: <u>ecoffey@ovalconstruction.com</u>		FAX <u>304-347-8821</u>
22211821 Company: <u>Agsten Construction Co.</u>		PHONE <u>304-343-5400</u>
Rep: <u>Bob Malesky</u>		
Email Address: _____		FAX _____
Company: <u>AZIMUTH, INC</u>	<u>100 MEMORIAL TUNNEL Rd</u>	PHONE <u>561-6854</u>
Rep: <u>DWIGHT SIEMIACZKO</u>	<u>Gallagher WV 25083</u>	
Email Address: <u>Dwight.Siemiaczko@USARMY.mil</u>		FAX _____

Gallagher Tunnel Mezzanine
Structural Modifications - Pre Bid

SIGN IN SHEET

PLEASE PRINT

Page 2 of 2
Date: 8/26/08

* PLEASE BE SURE TO PRINT LEGIBLY

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>CNR / Dupont</u>	<u>HC-64 Box 39</u>	PHONE <u>304-561-6853</u>
Rep: <u>R.E. 'Bud' Bird</u>	<u>GALLAGHER, WV 25083</u>	CELL: <u>304-552-3457</u>
Email Address: <u>Roy.Bird@us.Army.mil</u>		FAX <u>304-561-6859</u>
Company: <u>WVARN6</u>	<u>1703 Coorskin Dr</u>	PHONE <u>304 56-6454</u>
Rep: <u>BITT-SUVER</u>	<u>Charleston, WV</u>	FAX
Email Address: <u>bill.suvs@wv.ngb.army.mil</u>	<u>25311</u>	
Company: <u>WVARN6</u>	<u>1703 Coorskin Dr</u>	PHONE <u>304-861-6345</u>
Rep: <u>CRAIG Lambert</u>	<u>Charleston, WV</u>	FAX
Email Address: <u>Craig.Lambert@us.Army.mil</u>	<u>25311</u>	
Company: <u>Moment Engineers, Inc</u>	<u>179 Summers Ct</u>	PHONE <u>414-4000</u>
Rep: <u>DAVID RICHARDSON</u>	<u>SEE 603</u>	FAX
Email Address: <u>DPR@MOMENTENGINEERS.COM</u>	<u>CHASE WJ 25301</u>	PHONE <u>414-4001</u>
Company:		FAX
Rep:		
Email Address:		