



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
 DEP14645

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 |
|--------------|---------------|----------|-------|---------------|
| 06/08/2009 | | | | |

BID OPENING DATE: 06/23/2009 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| ***** ADDENDUM NO. 1 ***** | | | | | | |
| ADDENDUM ISSUED FOR THE TAYLORVILLE (CANTRELL) DRAIN-AGE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE REVISED BID SCHEDULE, AND THE Q/A RESULTING FROM THE 05/20/2009 PRE-BID MEETING. | | | | | | |
| BID OPENING DATE AND TIME REMAIN UNCHANGED AS 06/23/09 AT 1:30 PM. | | | | | | |
| ***** NO OTHER CHANGES ***** | | | | | | |
| 0001 | 1 | JB | | 962-73 | | |
| RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES | | | | | | |
| ***** THIS IS THE END OF RFQ DEP14645 ***** 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. 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, the State may deem this contract null and void, and terminate such contract 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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14645 Bid Date: 6/23/09
 Project: Taylorville (Cantrell) Drainage Pre-Bid Date: 5/20/09

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO.
 Address: 511 50th STREET
Chas WV
25304
 Phone #: 304-925-0253
 Fax #: 304-925-9230
 Email : Jody.MA@AOL.COM

Name : BRIAN BERNATOWICZ
 Company: CORIG-DELL UP INC
 Address: P.O. BOX 243
SIMPSON WV 26435
 Phone#: 304-709-2800
 Fax # : _____
 Email : _____

Name : Robert Baines
 Company: BAINES EXC. INC.
 Address: P.O. BOX 13384
Sissonville
WV. 25360
 Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email : None

Name : MIKE BRADFORD
 Company: PINPOLL PAVING & EXC. INC.
 Address: Box 1290
PINPOLL WV. 24874
 Phone#: 304 732-8303
 Fax #: 304 737 7855
 Email : _____

Name : Glacie marker
 Company: Marker & Sons
 Address: 1119 Jefferson Rd
So. Chas. WV.
 Phone #: 304-744-0590
 Fax #: _____
 Email : _____

Name : Randy Carpenter
 Company: Carpenter Reclamation
 Address: P.O. Box 13615
Sissonville, WV
25360
 Phone#: 304-984-1115
 Fax #: 304-984-2770
 Email : _____

Name : LEONDIS Gilkerson
 Company: SANFORD & SONS EXCAVATING
 Address: RT 1 Box 281
GENOA WV. 25517
 Phone #: 304 272 5923
 Fax #: 304 272 5823
 Email : _____

Name : Doug Vincent
 Company: BREAKAWAY INC.
 Address: 1075 Old Turnpike Rd
Sutton WV 26601
 Phone#: 765-5317
 Fax #: 765-5389
 Email : breakaway-inc@verizon.net

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14645
Project: Taylorville (Cantrell) Drainage

Bid Date: 6/23/09
Pre-Bid Date: 5/20/09

Name : ~~Mark Jones~~
Company: Promont Const
Address: PO box 9046
Benton WV 25030

Name : _____
Company: _____
Address: _____

Phone #: 304-548-7004
Fax #: 304-548-7133
Email : promontconst@yahoo.com

Phone# : _____
Fax # : _____
Email : _____

Name : Alex Justice
Company: ASJ Contracting
Address: PO Box 37
Prun WV 25669

Name : _____
Company: _____
Address: _____

Phone #: (304) 393-4907
Fax #: (304) 393-4908
Email : _____

Phone# : _____
Fax # : _____
Email : _____

Name : James Bucklad
Company: B B Transit Inc
Address: PO# 72 Beaver WVA

Name : _____
Company: _____
Address: _____

Phone #: 304 222 4904
Fax #: 304 253 4533
Email : _____

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____

Phone# : _____
Fax # : _____
Email : _____

REQ # DEP 14645
Taylorville (Cantrell) Drainage
Addendum #1

Item 1: Q) The roads are in pretty bad shape. Are we going to be required to fix them back?

A) The roads will be required to be maintained during construction and shall be left in a condition equal to or better than the existing condition upon completion of construction. Refer to Specification 4.1.3, Access Road Conditions.

Item 2: Q) Will there be any time constraints (work hours) specified in the WVDOH permit?

A) Contractor will be required to follow all the specific requirements specified in the WVDOH permit. Consultant stated it would encourage the contractor to call the WVDOH and inquire about the permit.

Item 3: Q) Site 3 – Does the channel template follow the rock up the water fall?

A) The channel shall be constructed as a grouted riprap channel unless excavated into sound bedrock as stated in the construction plans (Note 3).

Item 4: Site 1(beginning of the 18-inch CPP) – The WVDOH will not allow the existing polyethylene pipe to be connected to the proposed Type G Drop Inlet. Instead the existing pipe will be cut back so the water will drain into the Drop Inlet.

Item 5: Q) Site 3 – Will we reconstruct a ditch along the access road?

A) There is no existing ditch. The road will be reclaimed and revegetated.

Item 6: The scope of work required for the Taylorville (Cantrell) Drainage project will be revised as a result of a recent landslide. The work within the chain link fence at Site 1 shown on Drawing No. 7 will be deleted from this project. The deleted work includes:

- a) Approximately 157 linear feet of 8-inch perforated underdrain including four cleanouts.
- b) Approximately 115 linear feet of Channel 1, grass lined ditch.

Item 7: The attached Contractor's Bid Sheet has been revised to show:

- a) Item No. 7.3 "Grass Lined Ditch" has been deleted from the bid form.
- b) Item No 10.0 "Underdrain" has been revised to show 100 feet of underdrain.

Item 8: The contractor will have 75 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 75 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.
The revised performance period is required to place the 18-inch corrugated plastic pipe drainage system into service so that the drainage system from the emergency landslide remediation work may be managed appropriately.

Addendum #1

Taylorville (Cantrell) Drainage

DEP#14645

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 | 1 | LS | Mobilization and Demobilization (Limited to 10% of Total Bid) | | \$ |
| 2.0 | 1 | LS | Construction Layout Stakes (Limited to 5% of Total Bid) | | \$ |
| 3.0 | 1 | LS | Quality Control (Limited to 3% of the Total Bid) | | \$ |
| 4.1 | 1 | LS | Site Preparation (Limited to 10% of Total Bid) | | \$ |
| 4.2 | 32 | TN | Asphalt Driveway Rehabilitation | | \$ |
| 5.0 | 130 | LF | Sediment Control | | \$ |
| 6.0 | 1 | AC | Revegetation | | \$ |
| 7.1 | 110 | LF | Riprap V-Channel | | \$ |
| 7.4 | 175 | LF | Grouted Riprap Channel | | \$ |
| 7.5 | 1,135 | LF | 18-inch Corrugated Plastic Pipe | | \$ |
| 7.6 | 13 | EA | Type "G" Drop Inlet | | \$ |
| 8.1 | 1 | EA | Wet/Modified Mine Seal | | \$ |
| 10.0 | 100 | LF | Underdrain | | \$ |
| TOTAL | | | | | \$ |