



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
 DNR209127

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 ELKINS OFFICE
 RANDOLPH CENTER - SUITE 222
 1200 HARRISON AVENUE
 ELKINS, WV
 26241

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/10/2009				

BID OPENING DATE: 04/23/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 4 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED QUESTIONS & ANSWERS, SUBSTITUTION REQUEST PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAIN 04/23/09 AT 1:30 PM						
***** END ADDENDUM NO. *****						
0001	1	LS		968-20		
CABIN AND SITE IMPROVEMENTS AT BLACKWATER FALLS						
***** THIS IS THE END OF RFQ DNR209127 ***** 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, 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

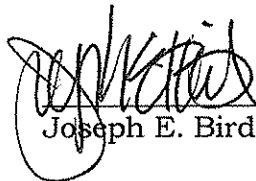
1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be 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

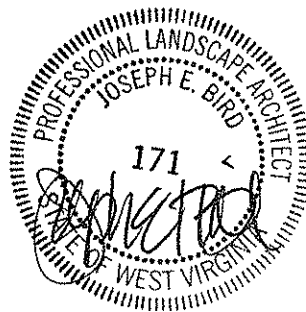


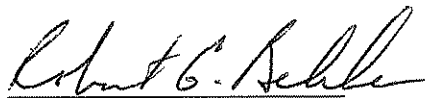
**Blackwater Falls Cabins and Site Improvements
Requisition DNR209127
Addendum No. 4**

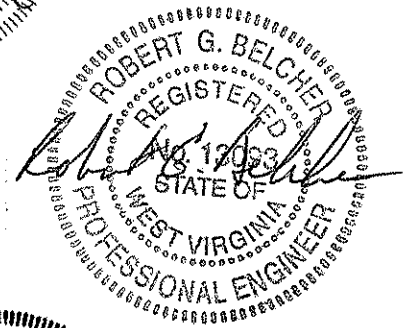
1. Bidder questions and answers are included with this addendum. Answers shall be considered as part of the addendum.
2. Substitution requests are included with this addendum. Approved substitutions shall be considered as incorporated into the bidding and contract documents.
3. Specification Section 02511 – If Additive Alternate No. 5 is selected, the herbicide treatment shall not be required. If Additive Alternate No. 5 is not selected, all of the driveway and parking areas shall be treated with herbicide prior to placement of aggregate.
4. Specification Section 02688 – 4-inch water service piping shall be AWWA C-900, Class 305, DR 14.
5. Bidders should indicate receipt of this addendum in the space provided on the Request for Quotation.


Issued by Chapman Technical Group

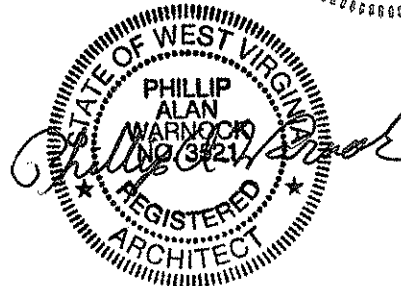

Joseph E. Bird, ASLA




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304.727.5501
FAX 304.727.5580

Buckhannon, WV
Martinsburg, WV

www.chaptech.com

**Blackwater Falls Cabins and Site Improvements
Requisition DNR209127
Bidder Questions and Answers**

1. Reviewing the specifications on earthwork, is it the intent of the engineer for the contractor to purchase material for the engineered fill or for the contractor to use material from the excavation in the engineered fill? If the material in the areas to be excavated does not meet the satisfactory soil or engineered fill requirements, where will the satisfactory soil or engineered fill material come from?

Answer: The project does not require much fill. Any fill required must meet the requirements of acceptable soil materials in the specifications. If inadequate quantities of acceptable materials are not available on-site, the Contractor shall provide acceptable materials at no additional cost to the Owner.

2. Since this is a lump sum project, can you please add a rock clause for the grading and the utilities?

Answer: No, all earthwork will remain unclassified.

3. What are the size requirements (square feet) required for the architect/engineer's field office?

Answer: There are no specific requirements for the size of the field office.

4. Is running water required for the architect/engineer's field office, if so, how will septic be handled?

Answer: Running water is not required for the field office.

5. Where can the architect/engineer's office be located?

Answer: The exact field office location will be determined prior to start of construction, but will be in the vicinity of the project.

6. Is the herbicide required if the asphalt pavement option is chosen?

Answer: No. If the asphalt pavement additive alternate is selected, the herbicide treatment shall be deleted.

7. Can the prime and tack coats for the asphalt paving be eliminated? The WVDOH is trying to get away from performing – especially when the wearing is placed within 48 hours of the base being placed.

Answer: The prime coat is required. Application of a tack coat is not called for in the specifications.

8. Is an asphalt adjustment clause possible? If the project is paved this year, it is probably not an issue, however, if it is paved next year, the asphalt paving contractors have no control of the asphalt prices for next year. How should this be handled? We don't know when we will be given notice to proceed. If we don't get that until early – midsummer, it is possible that paving (if this alternate is used) would not happen until spring.

Answer: No, there will be no asphalt adjustment clause.

9. Reviewing the Conduit Corridor for electric and phone, can you please re-visit plan sheets C3 and C4? It appears that there should be 3 electrical conduits from the PMT next to cabin 9, one would be the primary to the PMT next to cabin 13, and two would be secondary – one to cabin 10 and one to cabin 11. Please verify.

Answer: The quantity and type of conduits in question is shown correctly on Drawing C4, to the left of the C3/C4 match line. This arrangement shall be continued on Drawing C3, to the right of the C3/C4 match line.

10. After reviewing the specs and plans, I have not seen any stipulation on the percentage of the contract that the prime contractor has to perform. Is there a percentage that the prime contractor has to perform?

Answer: There is no percentage of work the prime contractor is required to perform.

11. Are water meters required at each cabin? If not, where are they required?

Answer: Individual water meters at the cabins are not required.

12. Can the 2-inch existing water service that is noted to remain in service be temporarily abandoned while the 4-inch water service is being installed? The noted 2-inch service lines are on a water loop that feeds of a water main line that comes off of Park Forest Road 803. These noted water lines feed 2 water fountains. One of the water fountains is noted to be abandoned during construction. This will still allow the one fountain to remain in service.

Answer: No, the water lines shall remain in service.

13. Can the same water service noted in the previous question be shutdown on a daily basis and chlorinated and put back in service at the end of the day?

Answer: No, the water lines shall remain in service and may be taken out of service only to make connections.

14. Can the new 4-inch water service go in the same ditch as the 2-inch line that is to be abandoned?

Answer: Because of the uncertainty of the condition of the existing water lines and the uncertainty of the depth of burial of the existing water lines, the new 4-inch water service line can not go in the ditch of the existing 2-inch water line.

15. Can the wood flooring direction be changed so that the floors can be installed by the modular manufacturer?

Answer: The wood flooring shall be installed perpendicular to the floor joists. The wood flooring shall be installed with no visible gaps or seams. Full boards shall be used across the cabin floor. Boards cut longitudinally shall not be allowed at the modular mating walls.

**Blackwater Falls Cabins and Site Improvements
Requisition DNR209127
Substitution Request**

1. Daycon, Inc. submitted a request to substitute equipment manufactured and supplied by Mack Industries, Inc. in lieu of the wastewater treatment plant specified from Ascho-A-Corp.

Basic construction is approved. All requirements of the drawings and specifications still apply.

Mack Industries, Inc.
201 Columbia Road
Valley City, Ohio 44280
(330) 483-3111

2. Daycon, Inc. and G.A. Brown submitted a request to substitute the Superior Wall precast foundation wall system in lieu of the cast-in-place footings and concrete block foundation wall for the cabins.

Request is rejected, based on the appearance of the exterior finish of the wall system and the uncertainty of the suitability of this product for this particular project.

3. Daycon, Inc. submitted a request to substitute 4" Flying "W" SDR 11 Class 160 HDPE water pipe in lieu of the water pipe specified.

Request is rejected, based on inadequate pressure rating.

4. AB Contracting, Inc, submitted a request to substitute a modular cabin constructed by All American Home in lieu of the Excel model specified.

Basic modular construction is approved. All requirements of the drawings and specifications still apply.

All American Homes
1418 S. 13th Street
Decatur, Indiana 46733
(866) 299-0680

5. Jarrett Construction Services submitted a request to substitute a modular cabin constructed by Nationwide Custom Home in lieu of the Excel model specified.

Basic modular construction is approved. All requirements of the drawings and specifications still apply.

Nationwide Custom Homes
1100 Rives Road
Post Office Box 5511
Martinsville, Virginia 24115
(800) 216-7001

6. Roberts Estates, Inc. submitted a request to substitute a "stick built" cabin in lieu of the modular construction specified.

Request rejected. The intent of specifying modular construction is to assure the quality of construction that we believe can only be achieved by constructing the cabins in a controlled environment using controlled means and methods.

7. Jarrett Construction Service, Inc. submitted a request to substitute Kahrs International Laminated White Oak flooring in lieu of the Bruce Hardwood White Oak flooring specified.

Request rejected. The laminate white oak is not equal in durability to the solid wood flooring specified.