



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
 DNR210112

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
 PARKS & RECREATION SECTION
 324 4TH AVENUE
 SOUTH CHARLESTON, WV
 25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/22/2010				

BID OPENING DATE: 03/09/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET, TECHNICAL QUESTIONS & ANSWERS, DRAWINGS, REVISED FORM OF PROPOSAL-1 AND TO EXTEND THE BID OPENING DATE AND TIME.						
ORIGINAL DRAWINGS MAY BE OBTAINED BY CONTACTING: RANDOLPH ENGINEERING CO. 4414 TEAYS VALLEY ROAD PO BOX 346 SCOTT DEPOT, WV 25560 TELEPHONE: 304-757-1029						
THE BID OPENING DATE AND TIME HAVE BEEN CHANGED						
0001	1	LS		968-42		
SEWAGE PLANT CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR210112 ***** 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 PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

BABCOCK AND PIPESTEM STATE PARKS
SANITARY SEWER PLANT REPLACEMENT

ADDENDUM #2

RFQ DNR210112

1. Revised "Form of Proposal-1"

- a. To add replacing sanitary sewer line from MH4 to new sanitary sewer plant for the Babcock Campground.
- b. Removed reference to a bath house, swimming pool and deck replacement.

2. **Question:**

Will a staging area be provided by the park for the Campground Sewer Plant Construction?

Answer:

A staging area in Camp Washington Carver will be provided for the Babcock Campground work.

3. The construction time limit for the Babcock Campground plant replacement is 120 calendar days from the notice to proceed. Plant submittal drawings will be reviewed within 24 hours from the receipt of the drawings by the engineer.

4. **Question:**

Fayette County has a 1% B&O Tax. Will this tax be required for this project?

Answer:

Fayette County will not be charging a 1% B&O tax on this project.

5. **Question:**

Should third party Engineering for compaction be required and included in the bid?

Answer:

Select Fill and sandy soils shall be placed in 6 in. to 12 in. layers and compacted with caterpillar tractor, tamping roller of at least 4000 lbs. smooth wheel roller weight of 8 to 10 tons or equivalent roller. Areas inaccessible to rollers shall be placed in 6 in. layers. Compact with Jackson type of jumping jack vibrator. All fill shall be compacted to a minimum of 95% max. dry density. Where unsuitable material is removed under slabs, backfill as above; however, under tanks and footing, compact to a minimum dry density. Notify Engineer during filling operations so that density test may be conducted.

6. **Question:**

Should we include in the bid geo-technical engineering?

Answer:

Within the project there are two distinct areas of fill:

6", #57 stone compacted under vessels on a cut grade.

A compaction test will not be required on the 6" lift under the vessels.

Backfilling around the vessels does require compaction to control settlement of backfill; however, the backfill compaction methods can not damage the vessels. Compaction testing will not be required; however, the contractor is liable for settlement in the backfill.

7. Question:

Where ever there is a deficiency of material required to backfill or fill to the specified surface of subgrade, shall the Contractor furnish the necessary amount of suitable earth at the contractor's expense?

Answer:

Contractor shall be responsible for settlement of backfill and all damages which may occur due to said settlement for a period of one year after the formal acceptance of the project. Should backfill settlement occur, the contractor shall make, or cause to be made, all necessary backfill replacements or repairs within 15 days after verbal or written notice by the Engineer.

8. Question:

If engineered fill is required to be in accordance with ASTM-D698. The materials excavated from Babcock Campground may not meet those requirements, due to the fact that two run-off streams are within proximity of the 14 foot deep excavation locations and water will be constantly running into the excavated area through the shoring, which will be constantly pumped out. Evidence of rock 3 inches and larger is visual. The size material and moisture content will not allow for the 97% compaction as requested in the specifications. How will this material be allowed to be used?

Answer:

The backfill material adjacent to the vessel must be suitable for compaction to control material settlement. The 6" space between the vessels on the Babcock Campground will require the #57 material. The other backfill around the units could use the on-site excavated material. The excavated material could be stockpiled until the backfilling would take place and, as such, drain in the mean time. The comment concerning water into the excavation and de-watering is part of the lump sum bid. Compaction is required for the backfill material.

9. Question:

Does the engineer classify water saturated, excavated soil, proper backfill material?

Answer:

No.

10. Question:

Should the Contractors figure engineered fill such as DOH #307 for all backfilling of tanks, backfilling of pipes, bedding of tanks, filters and manholes. In order to meet compaction.

Answer: No. Please note previous comments.

11. Question:

If the Contractor should include all the engineered fill material (DOH #307) as required to meet compaction this would mean a large quantity of spoils that will need to be removed from the site. Does the park have an area within a few miles that the Contractor can spoil the unsuitable material?

Answer:

DOH #307 will not be required for all engineered fill as previously discussed. All excavated soils material will be utilized within the plant site, final finish grade can be adjusted to blend the fill into existing ground contours.

12. Question:

Would a rock clause be in effect? Will a Request for Change Order be issued should rock be encountered at any of the three locations?

Answer:

A rock clause is not in effect for this project. All material to be removed is considered unclassified excavation and part of the lump sum bid.

13. Question:

A question was mentioned in the pre-bid about blasting. The answer was no in the meeting, however in the specifications:

Division 2 Sitework 4. Blasting A & B

- A. It is anticipated that no blasting will be required for this project.
- B. However, should the Contractor find blasting necessary, the Contractor shall comply with all laws, ordinances, applicable safety codes requirements and regulations relative to the handling, storage and use of explosives and the protection of life and property, He shall be responsible for all drainage caused by his blasting operations.

Answer:

Blasting will be permitted and if the contractor elects to do so on any of the three locations, a pre-blast survey will be required on any structure within 300 feet by a firm experienced in pre-blast surveys on any site where blasting is conducted. The survey cost is to be paid by the contractor.

14. Question:

Who shall be responsible for temporary waste containments for all three locations?

Who shall be responsible for the removal of the waste from the temporary system at the Babcock Campground should weather hinder the completion of the project?
Same goes for Babcock Administrative and Pipestem locations.

Answer:

The only area to be considered for temporary waste containment would be the Babcock Campground plant. A construction time limit has been limited to 120 calendar days from the notice to proceed on the project.

Any time required beyond the 120 days the contractor shall be responsible for the collection and disposal of the waste.

The Babcock Administration Plant will be taken out of service for replacement and the office personnel will utilize Porta Johns supplied by DNR.

The new Pipestem plant will be installed adjacent to the existing plant and the service would be changed over during a short shut down time of 5 or 6 hours.

Pipestem and Babcock State Parks
Sanitary Sewage Plant Removal and Replacement

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-1

Name of Bidder:

[Empty box for Name of Bidder]

Address of Bidder:

[Empty box for Address of Bidder]

Phone Number of Bidder:

[Empty box for Phone Number of Bidder]

WV Contractors License No.

[Empty box for WV Contractors 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: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

Pipestem, Mt. Creek Lodge	\$ _____
Babcock, Office & Gift Shop	\$ _____
Babcock Campground	\$ _____
Babcock Campground Sanitary Sewer Line Replacement	\$ _____
Total	\$ _____

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Pipestem, Mt. Creek Lodge

Babcock, Office & Gift Shop

Babcock Campground

Babcock Campground Sanitary Sewer Line Replacement

SIGN IN JEET

1/27/10

Request for Quotation Number: DNR210112

Date: _____

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	Jim Rumm Excavating
Firm Address:	722 Virginia St 10 Box 13515 Sissonville WV 25360
Representative Attending:	Mike Hoffman
Phone Number:	304-722-3246
Fax Number:	304-984-0319
Email Address:	duane.jimmy@rummexcavating.com

Firm Name:	FOSTER SUPPLY
Firm Address:	P.O. Box 498 Scott Depot WV
Representative Attending:	DEREK SEARS
Phone Number:	304-553-6565
Fax Number:	304-755-8280
Email Address:	dsears@fostersupply.com

Firm Name:	IMPROVEMENTS UNLIMITED
Firm Address:	P.O. Box 27 Letchford WV 25071
Representative Attending:	STEVEN DORNAN
Phone Number:	304 487-1266
Fax Number:	304 487-2776
Email Address:	iv111@youknow.com

Firm Name:	Arhee-A Corp.
Firm Address:	1946 Gentry Rd. Morgantown, WV 26508
Representative Attending:	Paul R. Arheer
Phone Number:	304-291-0808
Fax Number:	304-291-0843
Email Address:	Paul@Arhee-A.com

Firm Name:	GREEN RIVER GROUP
Firm Address:	532 Ashlebeoke Square Morgantown WV 26508
Representative Attending:	DON CASTEEL
Phone Number:	304 594-3991
Fax Number:	304 594-3992
Email Address:	

Firm Name:	Astech Corp
Firm Address:	Rt 1 Box 479 B Charleston WV 25312
Representative Attending:	Coary Shaffer
Phone Number:	304-342-0545
Fax Number:	304-342-3972
Email Address:	

SIGN IN IEET

1/27/10

Request for Quotation Number: 24R210112

Date: _____

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: Mountain Movers
 Firm Address: 216 South Maine
Weston 26452

Representative Attending: Bennie McCourt
 Phone Number: 304/269-2449/644-5003
 Fax Number: _____
 Email Address: _____

Firm Name: MEADOWS SOURCE PAVING, INC
 Firm Address: PO Box 10
Gasconade, MO 64624

Representative Attending: Charles Cunningham
 Phone Number: 304-264-5151
 Fax Number: 304-269-5153
 Email Address: CCunningham@meadows.net

Firm Name: TEAR WORK CONCRETE CO.
 Firm Address: P.O. Box 429
INSURANCE WAY 25112

Representative Attending: RON HAVES
 Phone Number: 304-776-0416
 Fax Number: 304-776-0451
 Email Address: RON.HAVES@TEARCONCRETE.COM

Firm Name: Carpenter Reclamation
 Firm Address: PO Box 13015
Siouxville, MO 65760

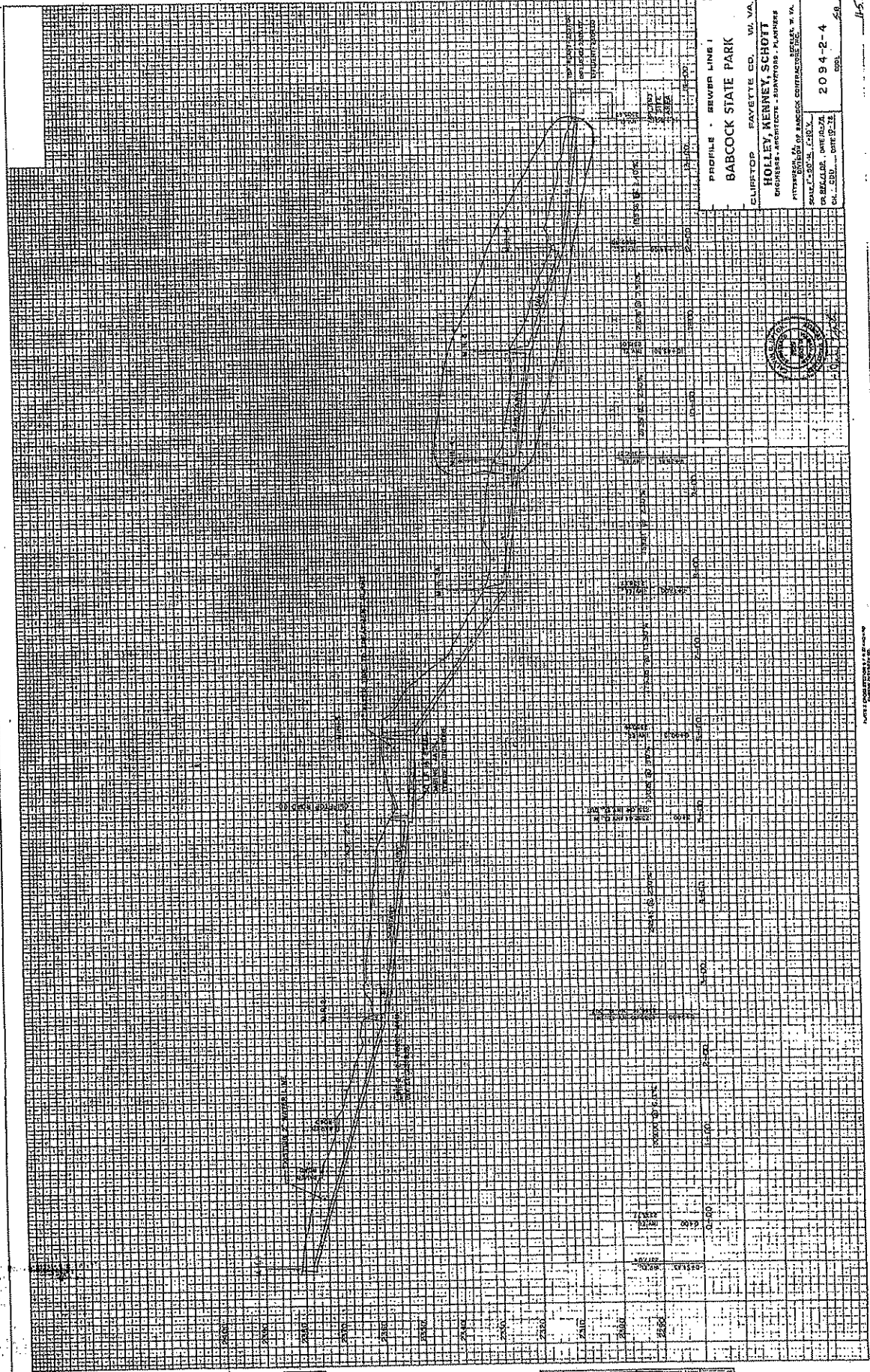
Representative Attending: Randy Carpenter
 Phone Number: 304-984-1115
 Fax Number: 304-984-2770
 Email Address: RCarpenter@rcol.com

Firm Name: Babcock State Park
 Firm Address: 486 Babcock Rd
Clifftop, MO 65531

Representative Attending: Clinton Fisher Sean Pettey
 Phone Number: 304-438-3004
 Fax Number: 304-438-3007
 Email Address: babcock@wvdr.org

Firm Name: _____
 Firm Address: _____

Representative Attending: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

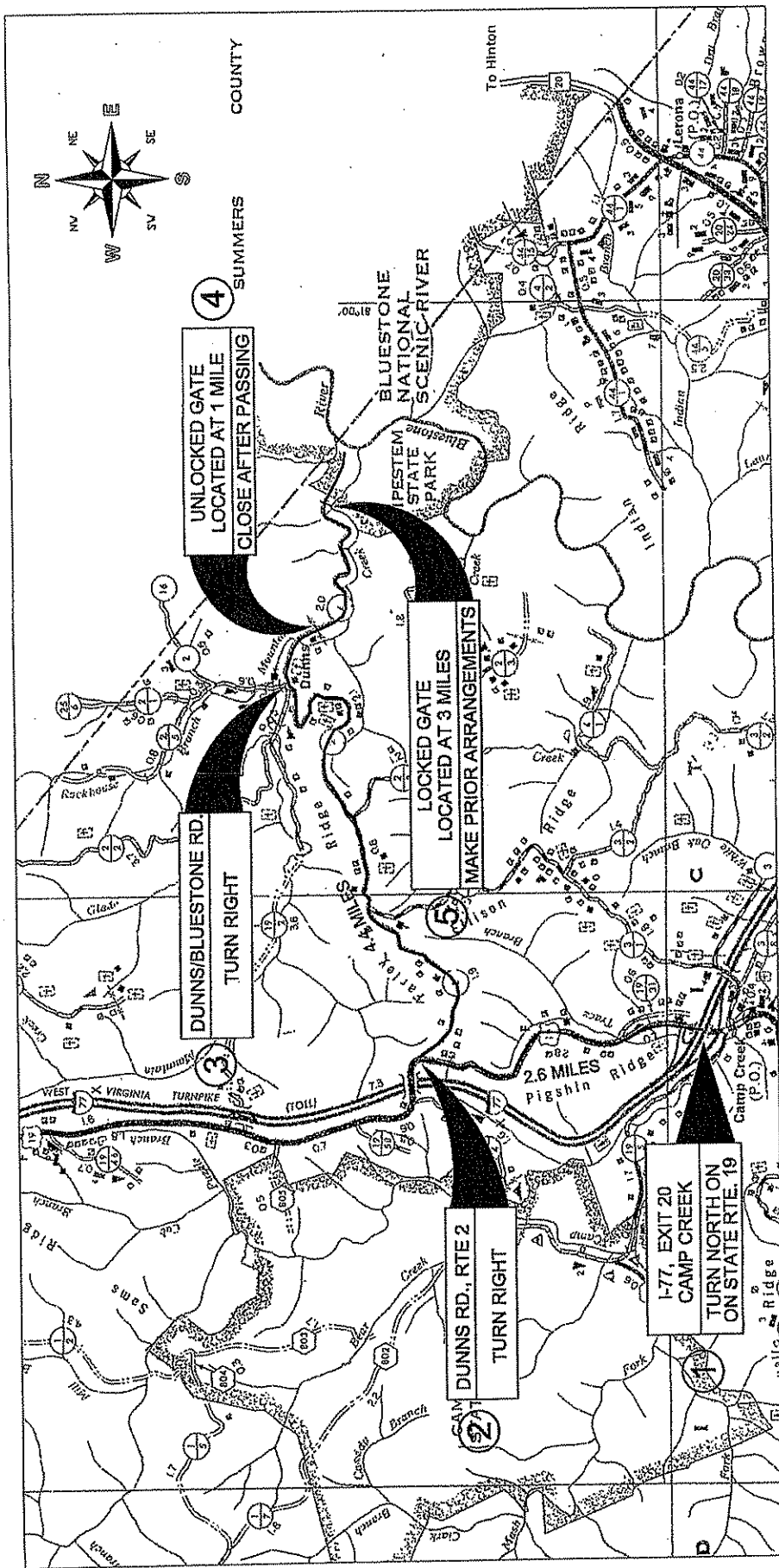


PROFILE - SEWER LINE 1
BABCOCK STATE PARK
 CHARLOTTE, RAYETTE CO., VA, VA.
HOLLEY, KERNNEY, SCHOTT
 ARCHITECTS - ENGINEERS - PLANNERS
 PITTSBURGH, PA.
 DATE: 12-15-74
 BY: BKL/DE, JWB/BJA
 PROJECT NO.: 2094-2-4
 SHEET NO.: 50



DATE	BY	REVISION

DATE	BY	REVISION



NOTE:
MUST MAKE ARRANGEMENTS TO ENTER LAST GATE
PRIOR TO ANY DELIVERIES OR ACCESS BY THIS ROUTE.

**DRIVING DIRECTIONS
TO CAMP CREEK LODGE
AT PIPESTEM STATE PARK**

SCALE: 1" = 1 MILE