

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 **DEP15136** 

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

VENDOR

RFQ COPY TYPE NAME/ADDRESS HERE

**ENVIRONMENTAL PROTECTION** DEPARTMENT OF þ OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

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# 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### **INSTRUCTIONS TO BIDDERS**

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

#### RFQ 15136 Sarah Ann (Vance) Drainage Addendum #1

- Item 1: Q) What is the time period for this project and will it affect the mob/demob, etc, for the project.
  - A) The time period for the project is 120 days. It is anticipated that all work with the exception of the installation of the bat gates will be completed within the 120 day time period. A change order will be used to cater for the installation of the bat gates. The time period for the change order and installation of the bat gates will be thirty (30) days (i.e. from May 1 through May 31). Any additional costs (i.e. mob/demob, revegation, etc) that you estimate to be incurred as a result of this schedule should be included in your bid.
- Item 2: C) Section 5.0 "Sediment Control" in the specifications is to be omitted. (pg 23-25).

  They will be replaced with a new section "5.0 Sediment Control" which are included with this addendum.
- Item 3: C) Four of the construction drawings have been revised. These include Sh 6, 9, 11, & 14.

  The straw bales were replaced with straw wattles. The four revised sheets are included with this addendum.
- Item 4: Q) Where will the material from the slide area be wasted?
  - A) The disposal area for the slide material is identified on the plans. It is adjacent to the slide located along the road.
- Item 5: Q) Will limestone be required for grouted ditches?
  - A) No
- Item 6: Q) Will chiseling into the existing rock face on Channel D, profile station 0+50 to 0+60 be required?
  - A) No

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

### PRINT LEGIBLY

Bid Date: 9/9/2010
Pre-Bid Date: 8/11/2010 RFQ # : 15/36 Project: SARAh ANN (VANCE) Drawage Name : DAVID H. BOWMAN Name : LES BOLEN Company: GREN MOUNTAINGO Company: ASPEN CORP. Address: 511 50th 571667 Address: 2400 RITTER DR. DANIELS WY 2583Z Phone#: 304 925 0253 Phone #: 304-763-4573 Fax # : 304-763-4591 Fax # : Jody May CAOL. Com Email Email: /bolen@aspen-golf.com Name : Chais HARMAN Name Company: Barres Exc. Inc. Company: CLeco CoRP. Address: DRAWER A Address: Po. Box 13384 Rosedale VA Sisson ville WV 25360 Phone#: 276-880-1034. Phone #: 304-984-1725 Fax # : 304-984-0074 Fax # : WWW. CLECO CORP. COM Email: BAMPS DEC. @ ADL. COM Email Name: Tanner Taylor Name : Brian Hoard Company: Seleo Construction Service Address: P.O. Box 190 Company: Breakaway Inc. Address: 1076 Old Tumpike Rd Swords Creek, VA 2464 Sutton NV ZWGI Phone#: 276-180-2300 Phone #: 304-765-557 Fax # : 276 - 880 - 2390 Fax # : 304-765-597 : ttaylor@ selco construction. Email Email Name : LEE PRESCOTT Name: Dennis C. ELBON Company: T. P. Company: Congine up ING Address: All Box30 Address: Po Box 243 FRAMETOWN WU ZLOGES SLAPSON, WI 26435 Phone#: 304 765-2842 Phone #: 304-739-4397 Fax # Fax # : 304-739-4401

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## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

## PRINT LEGIBLY

RFQ # :_ Project:_	15136 SARAh Anni (VANCE) DRAWINGE		d Date: 9/9/2010 id Date: 8/11/2010
Name : Company: Address:	GARY Long. McGurté Son Const. 2790 Centrelia Rd Sutton WU 26601	Name : Company: Address:	Rondy Cupented Confested Declaration PS BY 13015 Sissencelly, NO 25360
Phone #: Fax # : Email :	304 765-5288 364 765-5293	Phone# : Fax # : Email :	304-984-1115 984-2770 RCappen 1032 acl. c
Name : Company: Address:	Bull Teams 17 Ban 120 Bis Ban Wur. ASSO		BRAD WISEMAN WISEMAN EXCAVATING RTI BOX 190 LibeRTY WV 25124
Phone #: Fax # : Email :	304-673-9338 304-953 4533 Beb, Cantaby & Email.		304-586 3736 304-586 3789
Name : Company: Address:	BARRIE FOCTOR  EAGLE COMMANDERS LLC  1721 WINFFELD NOW  WINFFELD WV 25213	Name : Company: Address:	· · · · · · · · · · · · · · · · · · ·
Phone #: Fax # : Email :	304-352-7181 304-755-3150	Phone# : Fax # : Email :	
Name :( Company: Address:	GEORGE FRESHOUR EAGLE EXCAVATION IN P.O. BOY 218 ELENNA WY	Name : Company: Address:	
Phone #: Fax # : Email :	304) 372 4278 304) 372 4278	Phone# : Fax # : Email :	

#### 5.0 SEDIMENT CONTROL

#### 5.1 Description

This item shall consist of furnishing all materials, equipment, labor and incidentals necessary for the installation of sediment control structures as designated in the Drawings. Sediment control shall be placed on regraded outslope areas concurrent with construction and prior to revegetation. Additional quantities may be added at the discretion of the WVDEP. This item will also include permanent erosion control matting for slope protection on the corrected slide.

The CONTRACTOR shall submit an erosion and sediment control plan to the WVDEP at the pre-construction meeting for approval. This plan shall include measures to be utilized for temporary and permanent erosion and sediment control. This plan shall also include the measures as outlined herein. The WVDEP's approval of this plan does not relieve the CONTRACTOR of his responsibility to be in compliance with any and all permits. All costs associated with meeting the Federal and/or State Regulations shall be the sole responsibility of the Contractor.

#### 5.2 Materials

- 5.2.1 Straw Wattles: The Straw Wattles shall consist of cylinders of recycled, compressed, 100% agricultural straw, and are wrapped in photodegradable black synthetic netting. Twelve (12) inch diameter wattles, 25-feet in length shall be utilized and shall be North American Green (NAG) WS1210, or approved equal.
- 5.2.2 Stakes: The stakes shall consist of 1" X 1" stakes, 24 inches in length made from suitable hardwoods. Stakes shall be spaced 4-feet minimum on each straw wattle. Other methods of anchoring may be used if specifically approved by the WVDEP.
- 5.2.3 Alternate: Silt fencing materials and installation shall meet all applicable requirements of Section 715.11.5 and 642.6 of the West Virginia Division of Highways Standard Specifications for Roads and Bridges, Adopted 2000.
  - Even with the specific prior approval of the WVDEP, the use of silt fence shall be limited to relativity flat areas and the toe of selected slopes. Straw wattles shall be used on slopes.
- 5.2.4 Erosion Control Matting: Matting shall be NAG SC250 or equal for use on the permanent erosion control matting for slope protection on the bench at the corrected slide.
- 5.2.5 Diversion berms shall be constructed as shown on the plans. The location of the diversion berms are at the Contractor's access.

5.2.6 Riprap for the rock check dams shall be D<sub>max</sub> 18-inches and meet the requirements of Section 7.2.1, "Riprap."

#### 5.3 Maintenance

During the course of the project, sediment control structures shall be maintained in sound condition and accumulations of silt which may threaten their effectiveness shall be removed. Silt removed from the sediment control structures shall be taken to an approved disposal area.

#### 5.4 Installation

The Straw Wattles shall be installed end to end at locations shown on the plans, per the detail. Straw Wattles shall be set in a 2"-3" deep trench by 12" wide. Stakes shall be placed every 3 to 4-feet, driven thru the middle of the wattle, with 2"-3" of the top of the stake exposed.

The rock check dams shall be installed at locations as shown on the plans. The dams shall be cleaned when half or more full and shall be removed from the channels once vegetation has been established. All rock check dams shall be removed from the site at the end of construction.

#### 5.5 Method of Measurement

- 5.5.1 The method of measurement for sediment and/or erosion control installation and maintenance in conformance with the specifications and accepted by the WVDEP shall be on a per lineal foot basis to include fencing, straw wattles, stakes, all necessary materials, supplies, labor and equipment for installation and maintenance including sediment removal and disposal.
- 5.5.2 The method of measurement for diversion berms shall be based on a per lineal foot basis to include all necessary materials, supplies, labor and equipment for installation and maintenance including sediment removal and disposal.
- 5.5.3 The method of measurement for rock check dams shall be based on a per each basis to include all necessary materials, supplies, labor and equipment for installation and maintenance including sediment removal and disposal.

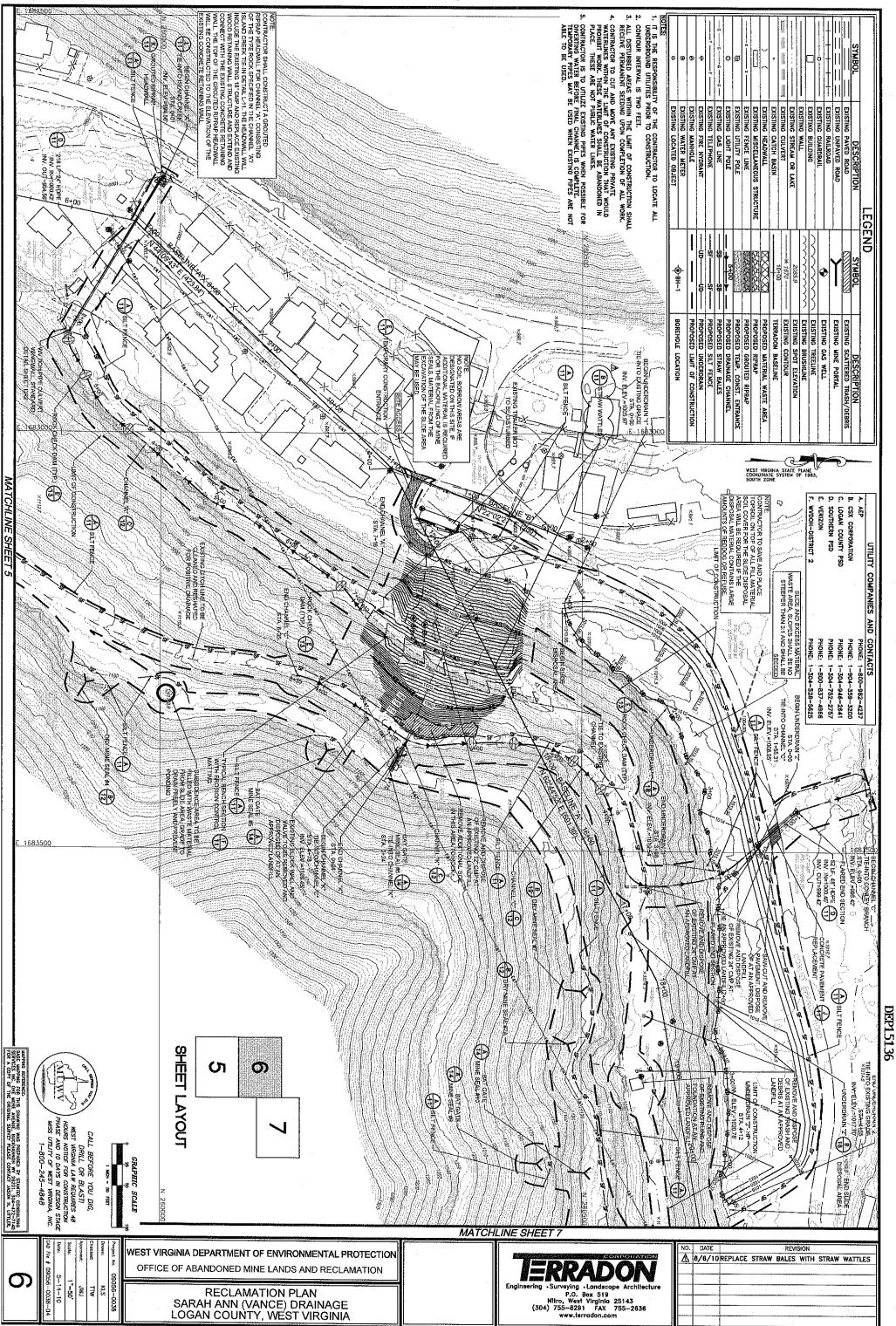
#### 5.6 Basis of Payment

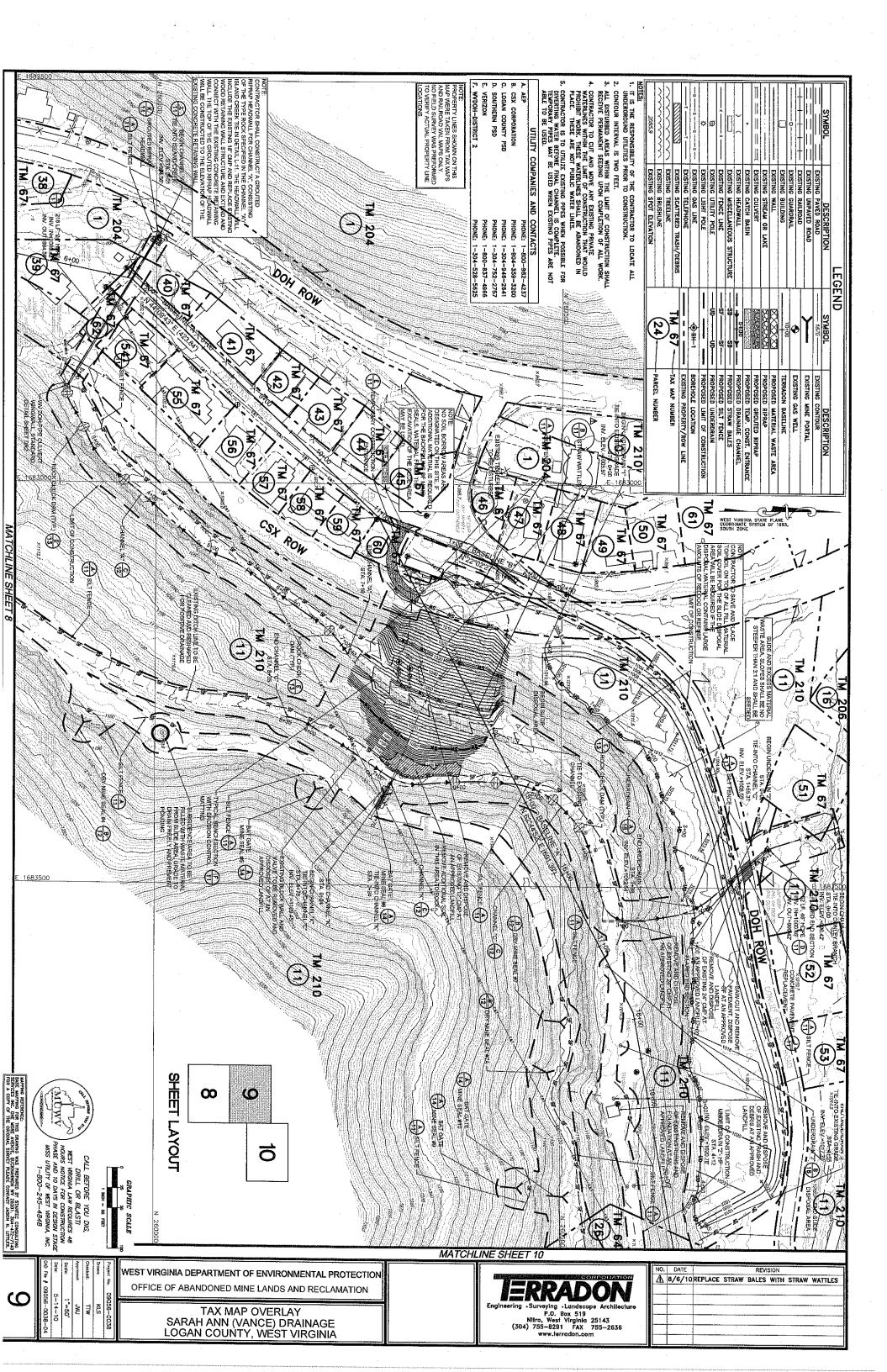
5.6.1 The quantity of work completed will be paid at the contract unit price bid for the following items, which price and payment shall be full compensation for all materials, labor, equipment and incidentals necessary to perform the work. Additionally, payments shall constitute full compensation for any required maintenance, sediment removal and disposal.

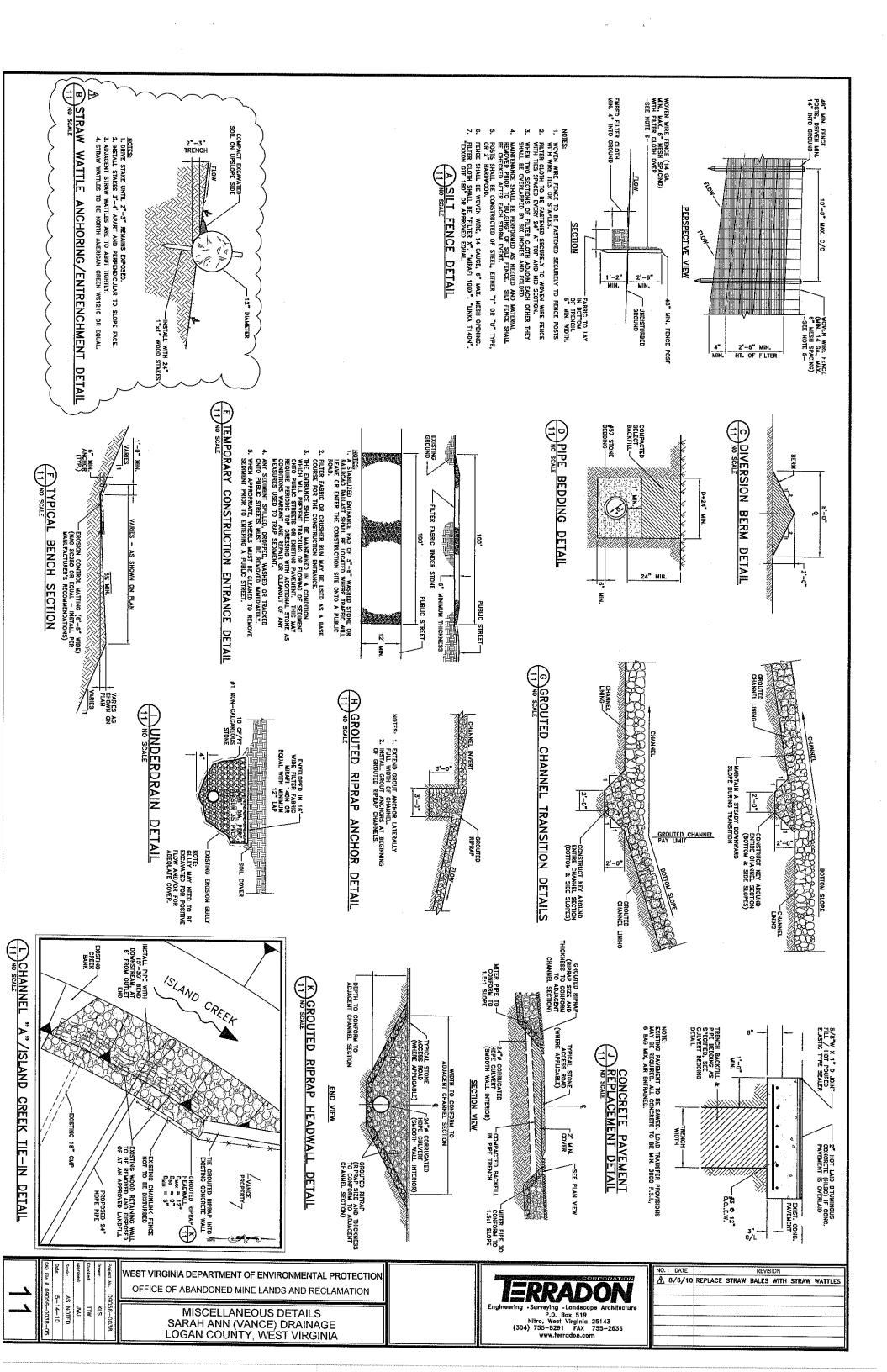
- 5.6.2 The Permanent Erosion Control Matting will be paid at the contract unit bid price for item, and shall be for all materials, labor, equipment and incidentals necessary to perform the work.
- 5.6.3 Diversion berms will be paid at the contract unit bid price for item, and shall be for all materials, labor, equipment and incidentals necessary to perform the work.
- 5.6.4 Rock check dams will be paid at the contract unit bid price for item, and shall be for all materials, labor, equipment and incidentals necessary to perform the work.

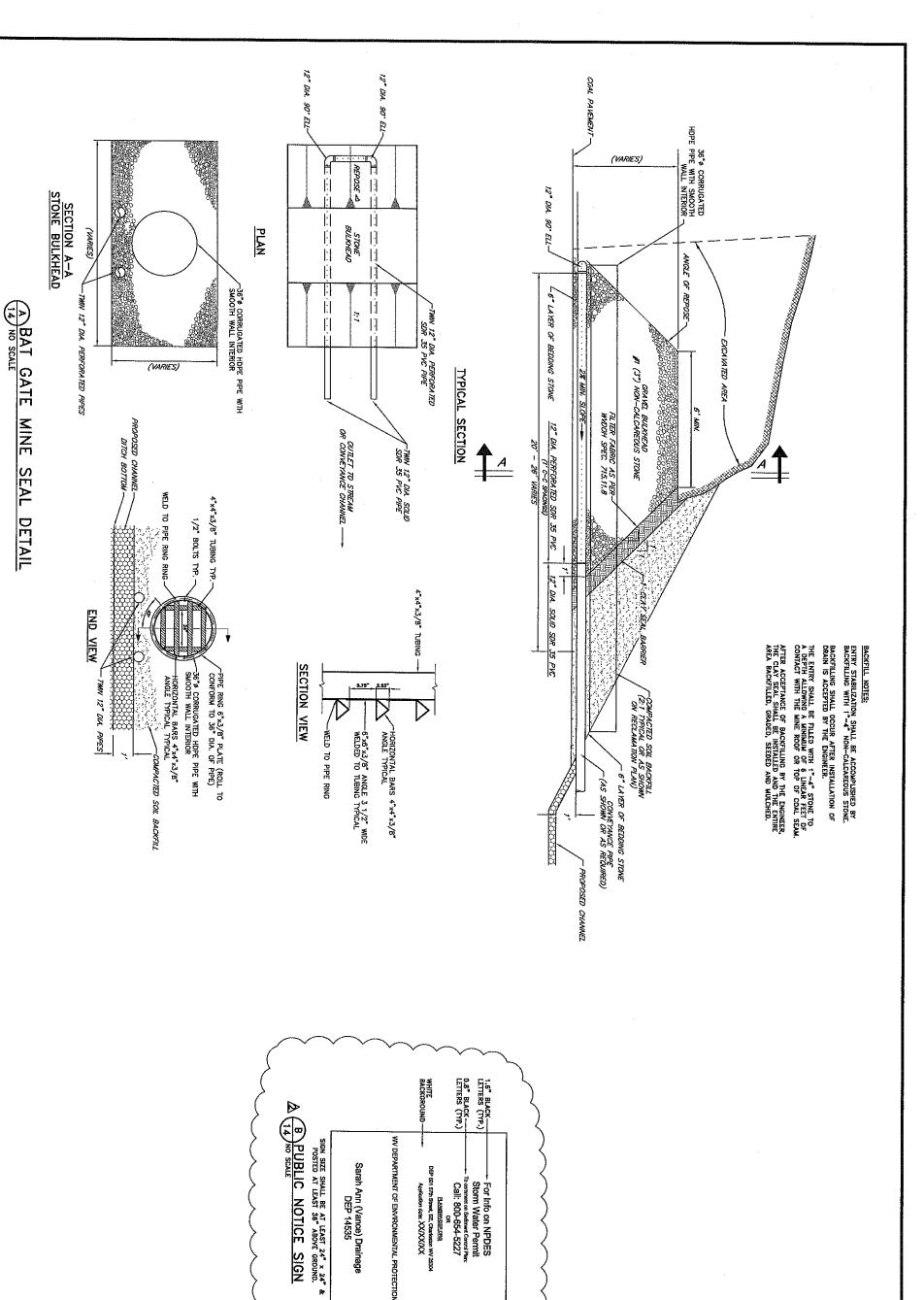
#### 5.7 Pay Item

- Item 5.1, "Sediment Control", per linear foot.
- Item 5.2, "Permanent Erosion Control Matting", per square yard.
- Item 5.3, "Diversion Berms", per linear foot.
- Item 5.4, "Rock Check Dams", per each.









WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ABANDONED MINE LANDS AND RECLAMATION

MISCELLANEOUS DETAILS
SARAH ANN (VANCE) DRAINAGE
LOGAN COUNTY, WEST VIRGINIA

Engineering - Surveying - Landscape Architecture
P.O. Box 519
Nitro, West Virginia 25143
(304) 755-2636
www.terradon.com

NO. DATE REVISION

A 8/6/10 ADDED PUBLIC NOTICE SIGN