



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
DEP15375

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SEAL TO

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

DATE PRINTED 04/14/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 05/05/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE ADRIAN (HYRE) CLOGGED STREAM PROJECT IN UPSHUR CO., WV TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, GENERAL COMMENTS, Q/A, REVISED SPECIFICATIONS, ADDITIONAL DRAWING, AND REVISED BID SCHEDULE RESULTING FROM THE MANDATORY PRE-BID MEETING ON 04/07/2011. BID OPENING DATE & TIME REMAIN UNCHANGED AS 05/05/2011 AT 1:30 PM. ***** NO OTHER CHANGES *****						
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15375 ***** 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. 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).

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15375
Project: Adrian (Hyre)

Bid Open Date: May 5, 2011
Pre-Bid Date: April 7, 2011

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

Name : John Oldaker
Company: HeFLin Contracting
Address: 1017 River Rd
Clarksburg wv
26386
Phone #: (304) 623 5110
Fax #: (304) 623 0221
Email : John@HeFLin Contracting
CO.

Name : Robert Nichols
Company: Flint Energy
Address: 451 North Metro Drive
Morgan Town WV 26501
Phone #: 304-292-0041
Fax #: 304-292-1990
Email : RobNichols@FlintEnergy.com

Name : DAVID DIRLE
Company: ALL-CON, LLC
Address: 124 PHILPOTT LANE
BEAVER WV 25813
Phone #: 304 731 0190
Fax #: 304 255 4232
Email : DIRLE@ALL-CON.WV.COM

Name : Howard Harper
Company: Triple H Const
Address: Po Box 176
Beverly WV
26257
Phone #: 304 636-1194
Fax #: 10 636-3680
Email :

Name : Amanda Tyler
Company: Building & Utility Systems
Address: P.O. Box 160
Jumping Branch, WV 25969
Phone #: (304) 466-3412
Fax #: (304) 466-3746
Email :

Name : JAMES ALLEN
Company: JF ALLEN CO
Address: P O BOX 2049
Buckhannon WV
26201
Phone #: 304 472 8890
Fax #: 304 472 8897
Email: JAMES.ALLEN@JFALLENCO.COM

Name : GEORGE FRESHOUR
Company: EAGLE EXCAVATION INC.
Address: P.O. BOX 218
KEARNA, WV
25248
Phone #: (304) 372-4378
Fax #: (304) 372-4378
Email : NOTICE

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15375

Bid Open Date: May 5, 2011

Project: Adrian (Hyre)

Pre-Bid Date: April 7, 2011

Name : LEONDIS GILKERSONCompany: G.L STONE INCAddress: 24 FIRST STREET
HARLIN WV.25523Phone #: 304 824 3800Fax #: 304 824 3848Email : leondisg@yahoo.comName : DENNIS ELBONCompany: COWGIRL UP INCAddress: P O Box 243
SIMPSON, WV 26435Phone #: 304-739-4397Fax #: 304-739-4401Email : DEE-COWGIRLUP@EARTHLINK.NETName : GARY LONGCompany: McCourt & Son Const.Address: 2790 Centralia Rd
Sutton WV 26601Phone #: 304 765-5388Fax #: 304 765-5393Email : glong@usirefire.comName : Edward WolfeCompany: Wolfe Run ExcavatingAddress: 110 Wolfe Run Rd.
Tunnelton WV 26444Phone #: 304-698-4977Fax #: 304-692-3314

Email : _____

Name : Mike HoffmanCompany: Jimmy Dunn ExcavatingAddress: 7414 Sissonville Dr.
Charleston WV 25320Phone#: 984-3246Fax #: 984-0319Email : dunn@jimmydunnexcavating.comName : Doug VincentCompany: BREAKAWAY INC.Address: 1075 Old Turnpike Rd
Sutton WV 26601Phone#: 765-5317Fax #: 765-5389Email : doug@breakawaywv.com

Name : _____

Company: _____

Address: _____

Phone#: _____

Fax #: _____

Email : _____

Name : _____

Company: _____

Address: _____

Phone#: _____

Fax #: _____

Email : _____

Addendum #1 - Questions During Pre-Bid Meeting

For DEP 15375

Adrian (Hyre)

The following comments and questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflict between the two.

General Comments:

1. See attached Revised Contractor's Bid Sheet
2. See attached Specification Section 12.0 Asphalt Pavement. This will apply to the resurfacing of the existing driveway that will be used as access into the project. The length of the driveway repair will be 325 LF. The item will be bid on a per ton basis.
3. See attached Plan sheet "Reclamation Plan"
4. There is a change of location for the Construction Entrance and the access road to the site. The Construction Access will be constructed off the asphalt driveway going into the Hyre Residence. The Construction Access will be 70 LF in length and 12 LF in width. It will be constructed as shown on the plan detail page. The access road will come through the Hyre's front yard and be placed as described at the Pre-Bid Conference. The road will require a steel plate or some type of bridging for one drain line that is associated with the Hyre's septic system. The access road will be constructed in the yard with no stone required. Once the project is completed the access road will be re-graded and vegetated back with yard seed mixture. The payment for construction and reclamation of this access road will be incidental to Section 11.1 - 4' x 8' Underdrain.

Questions:

1. **Q.** Does the landowner want the construction entrance left in place after construction is completed?
A. No. It must be removed and soil placed back and the area vegetated.
2. **Q.** Can we use the lower road below the work shop for any access?
A. No. There can be no access on the lower road. It is private property and we do not have permission to use any part of that access.
3. **Q.** Are there any issues with using the asphalt driveway as access for our materials and equipment?
A. No. We can use the driveway for access. The equipment needs to be unloaded off the driveway if possible so that the tracks will not do any more damage than necessary.

The Contractor shall have 90 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages clause will be in effect after the 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

12.0 ASPHALT PAVEMENT

12.1 Description

Bituminous and/or rigid concrete paving materials for repair of streets, parking lots, driveways, etc. shall be provided in accordance with this Section.

12.2. Materials

12.2.1 Asphalt cement and aggregate shall be provided by a plant meeting the requirements of Section 401 of the WVDOT Standard Specifications for Roads and Bridges, Adopted 2000. The materials provided shall meet the requirements of Item 401001 hot-mix asphalt base course and/or 401003 hot-mix asphalt patching and leveling course in Table 401.14 of the WVDOT Standard Specifications for Roads and Bridges, Adopted 2000.

12.3 Method of Construction

Site preparation and placement of asphalt pavement repair will be in accordance with the requirements of Division 400 and Division 500 respectively of the WVDOT Standard Specifications for Roads and Bridges, Adopted 2000.

12.4 Method of Measurement

The method of measurement for asphalt paving repairs shall be on a per ton basis based on field measurements. No distinction will be made between 401001 hot-mix asphalt base course or 401003 hot-mix asphalt patching and leveling course. Verification of pavement placement shall be determined by measuring the area of pavement repair in the presence of the Engineer. Square footage measurements shall be converted to square yards by dividing by 9. The weight of asphalt pavement placed may then be computed by multiplying the square yardage times pavement thickness in inches times 110 pounds per square yard per inch. The result of this equation may be converted to tons by dividing by 2,000 pounds per ton.

12.5 Pay Items

Item 12.0, "Asphalt Pavement" per Ton

ADDENDUM No. 1
Adrian (Hyre) Clogged Stream
Requisition # DEP15375
 REVISED 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.	Qty	Unit	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	1	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	LS	
2.0	1	LS	Construction Layout (Limited to 5% of Total Bid)	LS	
3.0	1	LS	Quality Control (Limited to 3% of Total Bid)	LS	
4.0	1	LS	Site Preparation (Limited to 10% of Total Bid)	LS	
4.2	40	TN	Gravel Road Rehabilitation		
5.0	530	LF	Silt Fence Sediment Control		
5.1	100	LF	Hay/Straw Bale Erosion Control		
5.2	1	EA	Stone Construction Entrance		
6.0	1	LS	Revegetation		
7.0	1	EA	Type "G" Inlet		
7.1	275	LF	6' Grouted Riprap Channels "C"		
7.2	280	LF	6' Grass Lined Channels "A" & "B"		
7.3	84	LF	18" HDPE Culvert		
11.1	260	LF	4' x 8' Underdrain (12" PVC SDR 35)		
11.2	100	LF	4' x 4' Underdrain (12" PVC SDR 35)		
11.3	50	LF	Underdrain Conveyance Pipe		
12.0	50	TN	Asphalt Pavement		
			TOTAL		