



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
DNR211089

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

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	FOB	FREIGHT TERMS
01/26/2011				

BID OPENING DATE: **02/15/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 1 *****</p> <p>THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET, TECHNICAL QUESTIONS & ANSWERS.</p> <p>THE BID OPENING DATE AND TIME HAVE NOT CHANGED.</p>						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR211089 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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).

CIVIL TECH ENGINEERING, INC.
300A Prestige Drive
Hurricane, West Virginia 25526
Phone: 304-757-8094 Fax: 304-757-8095
civiltech1@frontier.com

January 18, 2011

Mr. Brian Carney, PE
WVDNR – Parks and Recreation Section
324 Fourth Avenue
South Charleston, West Virginia 25303

Subject: PRE-BID MEETING NOTES – RFQ DNR211089
Beech Fork Cabin Access Road Landslide Correction
Beech Fork State Park
Civil Tech Project No. 10129

Dear Mr. Carney:

The pre-bid meeting for the subject project was conducted on January 18, 2011 – 1:30 pm at the site. The following attended the meeting:

- 1. Brian Carney – WVDNR – Parks and Recreation
- 2. Matt Yeager – WVDNR – Parks and Recreation
- 3. Mark Pennington – CIVIL TECH Design Engineer
- 4. 14 Contractors – See Attached Attendance List

The following was noted:

- A. Brian Carney went over administrative requirements for the contract.
 - 1. This is a mandatory pre-bid and only those contractors on the sign in sheet will be allowed to bid.
 - 2. A 5% bid bond and 100% performance bond is required.
 - 3. Bids are due in to Purchasing by 1:30 pm February 15, 2011.
 - 4. The project must be completed 60 days after issue of NTP. Liquidated damages of \$ 100 per day will apply if not complete on time.
 - 5. NTP will be issued after July 1, 2011. The actual date will depend on weather. The intent is to perform the project during the dry summer and/or fall season.
 - 6. Questions must be submitted in writing to Purchasing in accordance with the RFQ. Answers will be provided by addendum.
 - 7. Plans and specifications can be purchased from Civil Tech Engineering at a cost of \$ 60 (non-refundable).

Pre-Bid Meeting Notes
Beech Fork Landslide Correction
RFQ DNR211089
Civil Tech Project No. 10129
January 18, 2011

B. Mark Pennington (Writer) went over the following:

1. The contractors were encouraged to read and understand the plans and specifications including the project manual prior to bidding. The project manual is organized into the following sections:
 - a) Invitation to Bid
 - b) Information for Bidders
 - c) Form of Proposal
 - d) Sample Contract
 - e) Supplementary Conditions to Contract
 - f) Insurance Sample
 - g) General Specifications
2. Construction specifications are provided on the plans. Quantities are provided on the plans for informational purposes only. The project is being bid as lump sum. No consideration will be given to change orders unless the scope of the project is changed.
3. This is a prevailing wage project.
4. No work will be allowed on Saturday or Sunday. Working hours are 7:00 am till 6:00 pm Monday thru Friday.
5. You will be responsible for construction layout and quality control testing to verify conformance with the specifications. Should consider one compaction test @ 250 CY or 1 per day minimum. Laboratory tests will include classification of proposed fill (natural moisture content, Atterberg limits, particle size analysis) and standard proctor compaction (ASTM D698). The testing lab must be approved by the Owner and Engineer.
6. A project overview was provided describing the need for the project and scope of work.
7. Important parts of the construction specifications provided on the plans were emphasized and discussed in general. Important points included:
 - a. The contractor is responsible for calling Miss Utility and locating all underground prior to beginning work on the site.
 - b. The only known underground is a power line located approximately as shown on the plans. The alignment of this line is not exact. This line will be relocated as required and power will be maintained throughout construction for the street lights.
 - c. The construction limits may be adjusted by the Engineer if necessary to provide room for staging.
 - d. A limited Subsurface Investigation was performed for the project including 6 test pits excavated as shown on the plans. The results of the investigation should not be considered as a warranty of subsurface conditions. The contractor is responsible for reviewing test pit logs, site conditions, and performing any additional investigation deemed necessary for bidding, planning, and execution of the work.
 - e. A waste site near Bowen Cemetery has been identified on park property for disposal of stumps and

Pre-Bid Meeting Notes
 Beech Fork Landslide Correction
 RFQ DNR211089
 Civil Tech Project No. 10129
 January 18, 2011

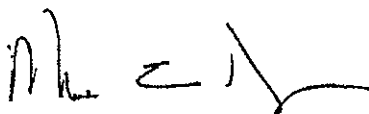
any waste soil. Access is from Church Camp Road outside of the Park boundaries. Matt Yeager estimates it may be as much as 5 to 10 miles to access this site. If an alternate offsite waste site is used, it must be approved by the Engineer and Owner.

- f. Submittals are due 15 days prior to beginning work.
 - g. Dewatering necessary to handle surface and subsurface flow is the contractor's responsibility.
 - h. Timber cut from the site will become the property of the Contractor. Burning will not be allowed. Other clearing debris including stumps, limbs, etc will either be chipped as directed by the Owner or disposed offsite.
 - i. The contractor is responsible for all surveying (if any) required to layout the project in accordance with the plans and as approved and directed by the Engineer.
 - j. The contractor will implement erosion and sediment control in accordance with the plans and specifications. Modification of measures will be implemented as required to prevent sedimentation of the stream. Should sedimentation occur and fines be levied by the WVDEP, the contractor will be responsible for payment of the same. The bid price should include removal of temporary measures after the disturbed area is revegetated.
 - k. Compaction of the rock fill with a roller will not be required. However, the material must be placed in level lifts and tracked as approved by the Engineer to a stable configuration.
- C. A tour of the construction area was made.

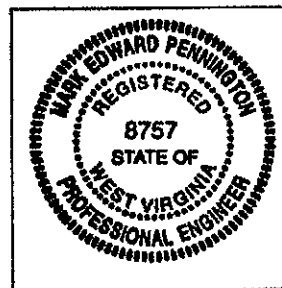
We trust these notes are satisfactory. Please review and comment concerning any disagreement with these notes.

Very truly yours,

CIVIL TECH ENGINEERING, INC.



Mark E. Pennington MS, PE
 Principal Engineer



Attachment: Pre-Bid Meeting Attendance List

Beech Fork Landslide
 Pre-Bid Meeting Attendance List
 January 18, 2011 1:30 P.M.

Contractor	Address	Phone #	Fax #	Printed Name	Signature
21. G.L. STONE	24 FIRST STREET HAMLIN, WV 25523	304 824-3800	304 824-3848	LEONDIS GILKESON	<i>Leondis Gilkeson</i>
22. MIRC Construction Services LLC	1014 OLD NW 22 RD GENOA WV 25517	304 272-3841	888 791-8174	SEAN ADKINS	<i>Sean Adkins</i> mirc.estimator@highes.net
23. Valley Rebuilders	HC 37 BOX 145 LOUISBURG WV 24901	304 667-7392	304 497-3851	EARL CHANE	<i>Earl Chaney</i>
24. Green Mountain Company	611 SOUTH STREET CHAS WV 25303	9250253	9259230	DAVID H. GUMM	<i>David Gumm</i>
25. Dan Hill Cons Company	P.O. BOX 685 GAULEY BRIDGE, WV 25528	304 632-1600	632-1501	DAN HILL	<i>Dan Hill</i>
26. Tays River Court Co.	P.O. Box 429 INSTITUTE WV 25112	304 776-0448	304 776-0451	RON HAYES	<i>Ronald Hayes</i>
27. Burnas Exc Inc.	P.O. Box 1394 5120A MILLER, WV 25360	304 989-1725	304 989-0074	JACK P. GILBERT	<i>Jack P. Gilbert</i>
28. Blue Construction Co. Inc	805 WISTMAN DR SOUTH CHARLESSTON, WV 25309	304- 845-3007	304- 845-3113	DEANIS JAMES	<i>Deanis James</i>
29. Carpenter Reclamation	P.O. Box 17015 SILVER SPRING, WV 25180	304 984 115	984 2770	Randy Carpenter	<i>Randy Carpenter</i>
30. TRI-STATE PIPELINE, INC	6551 US Rt 60 ERS.T SUITE 3 CHARLESVILLE, WV 25304	304-733-6801	304-733-6803	JAMES COPPEL	<i>James Coppel</i>

**Beech Fork Landslide
Pre-Bid Meeting Attendance List
January 18, 2011 1:30 P.M.**

Contractor	Address	Phone #	Fax #	Printed Name	Signature
11. ADKINS EXCAVATIONS	5205 ROUTE D BARBOURSVILLE WV 25504	304-736 8960	304-736 8689	STEVE ADKINS	<i>Steve L. Adkins</i>
12. J.C. Bosley CONSTRUCTION	1 Bosley Ave. 26101 PARKERSBURG WV	304-422 0025	304-422 0114	JEFF STEVENS	<i>Jeff Stevens</i>
13. Matt Yeager	5601 Long Br. Rd. Barboursville, WV	(204) 528-5794	304-522-2298	MATT YEAGER	<i>Matt Yeager</i>
14. Hager Construction	5192 Beasley Rd Martinsburg WV 25705	304-302-7885	304-302-7895	BRUCE GOOD rbgood@cs.com	<i>R.B. Good</i>
15.					
16.					
17.					
18.					
19.					
20.					

Beech Fork State Park

Landslide Correction

DNR211089

Technical Questions and Answers

Question No. 1

Will a water proof splice of the existing UE direct burial cable be permitted at the completion of the project or will a new continuous direct burial power supply be required between terminations?

Answer No. 1

Electrical work will comply with all applicable codes including the National Electrical Code, latest edition.

Question No. 2

15 foot width, horizontal strip excavations:

- A. Will the edges of the strips be allowed to be butted against the adjacent edge when installing the replacement materials?
- B. It will be laborious and difficult to compact the 15 foot wide strip excavations vertically, 2.25/1 slope or horizontally. Can these restrictions be eliminated?

Answer No. 2

- A. The rock fill may be butted against the edge of the adjacent strip without excavation to key the two strips together. However, the random fill for the two adjacent strips must be keyed in as the fill progresses upward.
- B. The purpose of excavating and backfilling the slide in 15 ft. wide strips is to minimize the risk of additional sliding which could damage the guard rail and road during construction. Therefore, we cannot waive this requirement. However, unless the cut slope shows signs of instability during construction, the excavation of the adjacent strip can begin as soon as the backfill reaches an elevation of 970 ft. or about 2 ½ ft. above the top of the rock fill.

Question No. 3

Is there a borrow site on the owners property that can be used to replace any of the unusable soil that may be removed from the slide site or will the contractor be required to bring soil in from offsite?

Answer No. 3

There is no borrow site on the property. If additional random fill is required, soil would need to be brought into the site by the Contractor from an offsite source. No additional payment will be considered for offsite borrow.

Question No. 4

Is there a water supply available that can be used to keep the main road and the site road cleaned during the construction period or will the contractor have to supply a source ?

Answer No. 4

There is no water supply on site which can be used for street cleaning. However, the contractor could pump water from the lake for this purpose.

Question No. 5

What restrictions if any will be imposed on the contractor during the construction period? I am assuming that the cabins will be occupied. Ex: Noise control, Starting and quitting times, preferred days of the week to work, number of working hours per day, etc.

Answer No. 5

As discussed during the pre-bid meeting, no work will be allowed on Saturday or Sunday, or major holidays. Also, working hours will be limited to 7:00 am till 6:00 pm daily. There are no other working restrictions except all roadways must remain open throughout the construction.