



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  
 DNRB11054

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
11/05/2010				

BID OPENING DATE: 11/17/2010 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 MINUTES, AND BID CLARIFICATION RESULTING FROM THE MANDATORY PRE-BID MEETING CONDUCTED 10/19/2010						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNRB11054 ***** 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](http://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).



WEST VIRGINIA DIVISION OF NATURAL RESOURCES  
 CANAAN VALLEY STATE PARK  
 CABIN AREA WATER AND WASTEWATER SYSTEM IMPROVEMENTS  
 TUCKER COUNTY, VIRGINIA

CONTRACT NO. 1

NOVEMBER 1, 2010

ADDENDUM NO. 2

**A. PRE-BID CONFERENCE**

**1. MINUTES**

- a. The minutes from the Mandatory Pre-Bid conference are included and contain questions, answers, discussion items, and observations. These minutes are part of the contract documents.

**B. DETAIL SPECIFICATIONS**

Add the following to specification section 02733, 2.1, B. Force Mains:

- 3. High Density Polyethylene (HDPE) pipe may be used in lieu of PVC. Acceptable HDPE shall be nominal 3" IPS, SDR 9, Class 200 when used in place of 2" SDR 21 PVC. Pipe material shall be high-density polyethylene, PE 3408, manufactured in accordance with ASTM D2239. Pipe shall be black, with a green stripe extruded longitudinally. All pipe and fittings shall be butt heat fusion welded. Transitions to fittings or other pipe materials shall be with a fused HDPE MJ adapter.

**C. GENERAL**

Approximate existing manhole invert elevations have been provided for information only. The Contractor shall use this information at his own risk and all contractors are encouraged to field verify existing conditions, including existing manhole depths, prior to bidding. As such, no additional compensation will be made for actual conditions which may differ from the data provided. Note manhole No. 3A is a proposed new manhole; therefore no existing data is available.

200 Sixth Avenue  
 St. Albans, WV 25177  
 304.722.5501  
 fax 304.727.5580  
 Buckhannon, WV  
 Martinsburg, WV  
 www.chaptacti.com

SOUND APPROACH SOLID DELIVERY  
 AIRPORT DESIGN / DEVELOPMENT ARCHITECTURE / INTERIOR DESIGN  
 CIVIL ENGINEERING / SITE DEVELOPMENT  
 ENVIRONMENTAL ENGINEERING  
 LANDSCAPE ARCHITECTURE SURVEYING



Existing MH Data - Line 1

MANHOLE NUMBER	INVERT ELEVATION IN	INVERT ELEVATION OUT	TOP ELEVATION
1		537.36	540.84
2	536.29	536.19	541.85
3	535.24	535.04	539.64
4	530.56	530.46	534.9
5	528.12	527.66	532.11
6	510.70	510.60	515.34
7	508.12	507.45	512.25
8	506.53	504.49	511.49
9	500.48	499.95	506.9
12	483.20	482.83	489.78
13	469.63	469.53	473.28

Existing MH Data - Line 2

MANHOLE NUMBER	INVERT ELEVATION IN	INVERT ELEVATION OUT	TOP ELEVATION
10		488.48	493.08
11	487.74	487.48	541.85
12	484.33	482.83	539.64

At the Contractor's option, road crossings may be installed via Bore & Jack method in lieu of open cut. Payment for road crossings installed via Bore & Jack method will be made per linear foot of casing installed, plus asphalt restoration equal to the distance, in linear feet, of the width of existing pavement, measured perpendicular to the direction of travel.

FOUND APPROACH / SOUP DELIVERY / AIRPORT DESIGN / DEVELOPMENT / ARCHITECTURE / INSIDE DESIGN / CIVIL ENGINEERING / SITE DEVELOPMENT / ENVIRONMENTAL ENGINEERING / LANDSCAPE ARCHITECTURE / SURVEYING



Addendum No. 2  
November 1, 2010  
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The bid item "Sludge Removal" will be a lump sum price, based on a volume of 110,000 gallons. Payment will be made as a percentage of the total unit price, based on the actual volume of sludge removed. Actual volume of sludge removed shall be verified by truck tickets, approved meter readings by owner's representative, or other verifiable method agreed upon by the Owner, Engineer, and Contractor. Payment will be made only for "sludge" removed; the Contractor is responsible to remove all clear supernatant liquid from the ponds prior to removing sludge.

Working hours shall be limited to 8:00 AM to 6:00 PM.

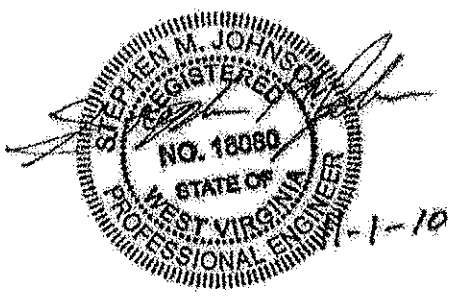
The Contractor may dispose of VCP (clay) pipe in proposed fill areas around the existing effluent ponds. The pipe must be free from sanitary sewer solids prior to disposal. Only clay pipe may be disposed of on-site. Other construction debris such as manholes, PVC pipe, etc. must be removed and properly disposed of by the Contractor. No VCP pipe may be disposed of in pipe trenches.

Attached is the NPDES permit effluent discharge limits for the Cabin Area wastewater treatment plant. While dewatering the existing ponds prior to abandonment, the Contractor shall be required to meet water quality standards contained in this permit.

Sincerely,

CHAPMAN TECHNICAL GROUP

Stephen M. Johnson, PE  
Project Engineer





Canaan Valley State Park  
Cabin Area Water & Wastewater System Improvements  
RFQ DNRB11054  
Pre-Bid Meeting Minutes  
10-19-2010

*Note: Items in italics represent additional clarifications to discussion items*

**Attendees:** (Sign-in sheet provided with Addendum No. 1)

Jim Schotsch - WV DNR  
Don McFarland - WV DNR  
Mike Johnson - Chapman Technical Group  
Matt Flesher - Middle Fork Construction, LLC  
Alan Shreve - J.F. Allen Company  
John Wolfe - Cove Run Construction, LLC  
Geno Shore - Bear Contracting, LLC  
David Ware - Orange Construction  
Bruce Caswell - Welding, Inc.  
Roger Stickler - Farnco, Inc.  
Steve Lemons - Pro Contracting, Inc.  
Howard Harper - Triple H Construction  
Scott Collette - ALL Construction

**Introductions:**

Owner - West Virginia DNR, Division of Parks and Recreation  
Jim Schotsch, PE, Project Manager / Engineer  
Don McFarland, Park Ranger

Engineer - Chapman Technical Group  
Mike Johnson, PE

Jim reviewed the attached pre-bid meeting checklist.  
Discussion items and relevant points are noted as follows:

The RFQ was reviewed. It was noted the last day for questions, as published, would be revised via addendum.



Canaan Valley State Park  
Cabin Area Water & Wastewater System Improvements  
RFQ DNRB11054  
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Insurance requirements, Bid Bond, Addendum Acknowledgement were reviewed. Jim stated the bid package would be the RFQ which can be obtained from purchasing (address for purchasing is contained in the Project Manual). The RFQ is printed on a standard form, the Contractor only needs to sign, date, and provide information on one of the RFQ sheets. Only one copy of the entire RFQ should be submitted as the bid.

The allotted contract time is 150 consecutive calendar days. Liquidated damages in the amount of \$250 per day will be assessed should the Contractor not be complete in the allotted time period without just cause.

Mike stressed the importance of following the directions contained in the RFQ very carefully as any irregularities, no matter how minor, would be viewed as an irregular bid and most likely cause the purchasing department to throw out the bid.

Jim stressed all questions should be directed to purchasing as neither Jim nor Mike would be able to answer questions concerning the bid that were not received through purchasing.

Jim also noted only answers or clarifications given in writing would be official and binding and considered part of the Contract Documents.

Mike noted the project involved removing and replacing live existing gravity sewer and the contractor would be responsible for sequencing work and providing necessary measures to ensure service was maintained to the cabins and preventing spills. Providing accurate schedules of proposed work would be required and beneficial to the contractor so the park could attempt to not have cabins occupied while work in their particular areas was under way.

It was noted the required sequence of construction would generally be at the Contractor's discretion, with the exception that the new pump station must be on-line prior to abandoning the existing package plant and ponds. It was noted upon dewatering of the ponds the DEP inspector would be notified and a determination would be made as to whether the existing sludge could remain or if it would be required to be removed.

If the sludge is removed, the Contractor is responsible for disposal method (land application, septic hauler, etc.); however, the Contractor is required to submit their sludge removal plan and should obtain all necessary permits for the disposal method of their choice. This information will be submitted, reviewed, and approved by the Engineer prior to commencement of this work.

Mike agreed to provide existing line elevation information since there were some slight variations in depth and slope of proposed lines vs. existing lines.

Canaan Valley State Park  
Cabin Area Water & Wastewater System Improvements  
RFQ DNRB11054  
Pre-Bid Minutes  
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It was discussed that all new lines would need to be tested, and since service is to be maintained to the facilities "test as you go" would be acceptable, however the contractor should plan to give notice so representatives will be on-site to observe testing.

Mike noted good as-builts records by the contractor would be required and final payment would not be released until these were received. As builts should be clear with pin-point dimensions from existing structures, in a "red ink" format.

The proposed water main will need to be pigged before testing.

Mike stated the Contractor will need to exercise care in keeping debris out of the existing lines and will be required to be free of foreign debris prior to final acceptance. Additionally, should any foreign debris be found in the pump station after the pumps have been ran, which would indicate the pumps may have passed rocks or other foreign debris would be grounds for non acceptance of pumps. *Additionally, since the existing package plant needs to stay in service throughout construction, the Contractor will be liable for removing any debris reaching the plant and correcting any system upsets or violations as a result of such.*

It was suggested the sludge removed from the ponds be paid on a volume removed basis in lieu of lump sum.

It was also suggested sludge removal from the ponds be bid as an alternate item since it may not be required.

All road crossings are to be done by open cut installation. As such, the Contractor will be required to maintain one lane open at all times. A maintenance of traffic plan will be required for the main road crossing at the 4-way intersection.

Any working hours restrictions will be clarified per Addendum.

Payment will be made for stored materials.

The question was asked if in lieu of open cut, could casing be installed via bore & jack, and payment be made for casing + asphalt which would have otherwise been replaced.

AIA documents will be used.



Canaan Valley State Park  
Cabin Area Water & Wastewater System Improvements  
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Due to the time of bid, it is anticipated Notice of Award will be issued upon determination of the lowest responsive bidder and upon receipt of all necessary documentation from the Contractor. Notice to Proceed would be delayed until the work area was clear of snow cover for the season. Should the Contractor wish to complete portions of work prior to the final snow melt the Notice to Proceed would be issued, and contract time extended to allow 150 calendar days from the date of final snow melt.

**Site walk through:**

The group drove to the cabin area and walked past the location of the proposed lift station to the ponds. Then moved to a location near cabin No. 1, then to the area of the new water main connection, and finally to the parking lot near where the force main crosses and runs down the existing power line clearing.

It was noted no additional fill would be required for abandoning the ponds. The plans indicate the anticipated final grades and elevations; this may be subject to available material. *The ultimate goal is to eliminate the ponds and allow water to sheet flow across the site once completed, therefore the Contractor may adjust final grade as required based on available material.*

The Contractor will be required to dewater the ponds prior to sludge depth inspection and possible sludge removal. The dewatering should be discharged at the existing outfall location. The dewatering discharge will be required to meet permitted effluent limits, therefore the Contractor shall employ whatever means are necessary to prevent solids from leaving the ponds.

It was noted the sediment and erosion controls shown on the plans were the minimum required, however, the Contractor is ultimately responsible for preventing sediment laden runoff from leaving the site, as such the Contractor may be required to employ sediment and erosion control measures in addition to what is shown on the plans.

Mike said although no large rocks should be placed in the pipe trench, larger rocks would be allowed to be placed in the pond fill.

It was noted the Contractor shall plan to dispose of all existing materials unless told otherwise in addendum.

The existing transite water main should be abandoned in place, including all pieces at connections.

**END**

**A-001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:**  
**Final Limitations:**

Summer May 1-Oct 31

During the period beginning July 19, 2008 and lasting through midnight June 18, 2011 the permittee is authorized to discharge from Outlet Number(s) D01

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations			Units	Monitoring Requirements Measurement Frequency	Sample Type
	Quantity	Units	Other Units			
Flow in Conduit or thru plant (Year Round) (ML-1)	N/A	N/A	N/A	N/A	0.005 Max. Daily	measured
BOD <sub>5</sub> -Day 20 Deg.C (Summer May 1-Oct 31) (ML-8)	0.24 Avg. Monthly	0.42 Max. Daily	N/A	N/A	5 Avg. Monthly	1/month
Total Suspended Solids (Year Round) (ML-A)	1.25 Avg. Monthly	2.5 Max. Daily	N/A	N/A	50 Avg. Monthly	1/month
Coliform, Fecal (Year Round) (ML-A)	N/A	N/A	N/A	N/A	200 Max. Daily	Grab
pH (Year Round) (ML-A)	N/A	N/A	6 Inst. Min.	N/A	N/A	1/month
Dissolved Oxygen (Year Round) (ML-A)	N/A	N/A	6 Inst. Min.	N/A	N/A	1/month
Nitrogen, Kjeldahl Total (Summer May 1-Oct 31) (ML-A)	0.13 Avg. Monthly	0.25 Max. Daily	N/A	N/A	3 Avg. Monthly	1/month
Nitrogen, Total (AS-N) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	1/quarter
Phosphorus, Total (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	1/quarter

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):  
 (Cabin Area) Effluent ECOD5 samples shall be collected at a location immediately preceding disinfection. All other effluent samples shall be collected at, or as near as possible to, the point of discharge.

This discharge shall not cause violation of Title 46, Series 1, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 2.

**AL01 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:**

**Final Limitations**

Summer May 1-Oct 31

During the period beginning July 19, 2006 and lasting through midnight June 18, 2011 the permittee is authorized to discharge from Outlet Number(s) 001

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>			<u>Units</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>
	<u>Quantity</u>	<u>Units</u>	<u>Other Units</u>			
Chlorine, Total Residual (Year Round) (ML-A)	N/A	N/A	N/A	mg/l	1/month	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): (Cahoy Area) Effluent BOD5 samples shall be collected at a location immediately preceding distribution. All other effluent samples shall be collected at, or as near as possible to, the point of discharge.

This discharge shall not cause violation of Title 45, Series 1, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

**A.001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:**

**Final Limitations**

Winter Nov 1-Apr 30

During the period beginning July 19, 2006 and lasting through midnight June 19, 2011 the permittee is authorized to discharge from Outlet Nutriber(s) 001

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristics	Quantity		Discharge Limitations		Other Units	Units	Monitoring Requirements	
	Avg. Monthly	Max. Daily	Units	Units			Measurement Frequency	Sample Type
Flow in Conduit or thru plant (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	mgd	1/month	measured
BOD, 5-Day 20 Deg.C (Winter Nov 1-Apr 30) (ML-B)	0.42 Avg. Monthly	0.85 Max. Daily	Lbs/Day	N/A	10 Avg. Monthly	mg/l	1/month	Grab
Total Suspended Solids (Year Round) (ML-A)	1.25 Avg. Monthly	2.5 Max. Daily	Lbs/Day	N/A	30 Avg. Monthly	mg/l	1/month	Grab
Coliform, Fecal (Year Round) (ML-A)	N/A	N/A	N/A	N/A	200 1% Col. Water	Coliform/ml	1/month	Grab
pH (Year Round) (ML-A)	N/A	N/A	N/A	6 Int. Min.	N/A	S.U.	1/month	Grab
Dissolved Oxygen (Year Round) (ML-A)	N/A	N/A	N/A	6 Int. Min.	N/A	mg/l	1/month	Grab
Nitrogen, Kjeldahl Total (Winter Nov 1-Apr 30) (ML-A)	0.25 Avg. Monthly	0.5 Max. Daily	Lbs/Day	N/A	5 Avg. Monthly	mg/l	1/month	Grab
Nitrogen, Total (AS-N) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	mg/l	1/quarter	Grab
Phosphorus, Total (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	mg/l	1/quarter	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): (Cabin Area) Effluent BOD5 samples shall be collected at a location immediately preceding disinfection. All other effluent samples shall be collected at, or as near as possible to, the point of discharge.

This discharge shall not cause violation of Title 46, Series 1, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

**4.001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:**  
**Final Limitations**

**Winter Nov 1-Apr 30**

During the period beginning July 19, 2006 and lasting through midnight June 18, 2011 the permittee is authorized to discharge from Outlet Number(s) 001

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Quantity		Discharge Limitations		Monitoring Requirements	
	N/A	N/A	Units	Other Units	Measurement Frequency	Sample Type
Chlorine, Total Residual (Near Round) (ML- $\bar{A}$ )	N/A	N/A	N/A	N/A	1/month	Grab
					zero	
					1st Max	

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):  
 (Cabin Area) Effluent BOD5 samples shall be collected at a location immediately preceding disinfection. All other effluent samples shall be collected at, or as near as possible to, the point of discharge.  
 This discharge shall not cause violation of Title 45, Series 1, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.  
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 Permit No.: WV0061124