



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
 DNRB11117

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	F.O.B.	FREIGHT TERMS
03/14/2011				

BID OPENING DATE: 03/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				1) PROVIDE THE ATTACHED BID CLARIFICATIONS.		
				2) REPLACE THE FORM OF PROPOSAL PAGES 1 THROUGH 4 WITH THE ATTACHED FORM OF PROPOSAL PAGES 1 THROUGH 4.		
				3) PROVIDE THE ATTACHED TECHNICAL QUESTIONS & ANSWERS.		
				4) PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET		
				5) EXTEND THE BID OPENING DATE TO 03/24/2011 AT 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001		LS		968-42		
	1			GENERAL CONSTRUCTION		
				***** THIS IS THE END OF RFQ DNRB11117 ***** 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

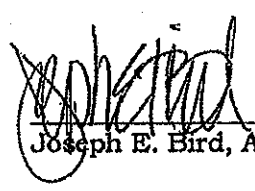
1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to 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).



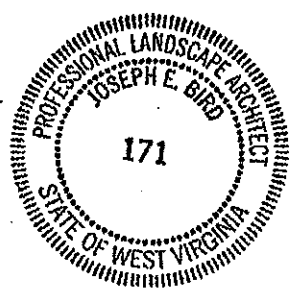
**Canaan Valley Resort State Park
Golf Course Drainage Improvements
Requisition DNRB11117
Addendum No. 1**

1. Gravel excavated from the trenches shall be stockpiled near the golf course maintenance complex as directed by the Owner.
2. Soil mix may be stockpiled near the golf course maintenance complex as directed by the Owner. After soil mix is removed, the stockpile area does not have to be seeded.
3. On-site mixing of the specified soil mix by the Contractor shall not be permitted.
4. Contractor shall be responsible for repairing sod damaged by golfers.
5. Contractor shall be responsible for watering sod installations as necessary to maintain the sod in a viable condition through the specified maintenance period. The Contractor will be allowed access to the golf course for watering even on days he is prohibited from doing construction.
6. The Park will furnish water for watering, but the Contractor may need to furnish his own fittings for connecting to the irrigation system.
7. The Contractor may use the area near the golf course maintenance complex as a staging area.
8. The Contractor may work night hours.
9. Sod may be installed at any time during the contract period. Seasonal restrictions indicated in Section 02900 shall be disregarded.
10. The attached Form of Proposal shall be used for bidding.
11. The Time of Completion shall be changed to 150 days.
12. Bidders should indicate receipt of this addendum in the space provided on the Request for Quotation.

Issued by Chapman Technical Group



 Joseph E. Bird, ASLA



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**Canaan Valley Resort State Park
Golf Course Drainage Repairs**

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-1

Name of Bidder:

Address of Bidder:

Phone Number of Bidder:

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 proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid shall consist of the repairs of existing fairway drainage trenches as detailed by the contract documents. Base bid shall also include the 500 square-foot allowance for miscellaneous repair work.

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

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

**Canaan Valley Resort State Park
Golf Course Drainage Repairs**

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-2

Additive Alternates

The following Additive Alternate Bid Items are not to be included in the Base Bid. If the Additive Alternate is selected by the Owner, the work described in the Additive Alternate shall be added to the Contract and the amount indicated for the Additive Alternate shall be added to the Base Bid. The cost for each alternate is the net addition to the Base Bid to add the alternate to the Work. No other adjustments shall be made to the Base Bid or Contract amount.

No.	Description	Amount in Words	Amount in Figures
1	Trench repair and sod in rough areas as indicated on the drawings.		

No.	Description	Amount in Words	Amount in Figures
2	Trench repair and sod in rough areas as indicated on the drawings.		

The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the Owner. The alternate bid items will be selected in the order indicated in the Form of Proposal.

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

Unit Prices

If the actual quantities of work vary more than ten (10%) from those indicated on the Drawings, the Contractor shall either provide a credit to the Owner for quantities less than those indicated, or shall be paid additional costs in accordance with the Unit Prices indicated below. Unit Prices indicated shall include all Contractor costs, including overhead and profit.

Unit	Cost in figures	Cost in words
4" Trench Repair	_____	_____
6" Trench Repair	_____	_____
8" Trench Repair	_____	_____
12" Trench Repair	_____	_____

**Canaan Valley Resort State Park
Golf Course Drainage Repairs**

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-3

The Bidder, if successful and awarded the contract, agrees that all work is to be completed within **150** consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$250 per day.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

**Canaan Valley Resort State Park
Golf Course Drainage Repairs**

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-4

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my bid or proposal.

Addendum No.	Date

I understand that failure to confirm the receipt of the Addendum is cause for rejection of my bid or proposal.

Respectfully submitted:

Date:

WV Vendor
Registration Number:

By: (signature in ink)

Title:

Firm Name:

Firm Address:

**Canaan Valley Resort State Park
Golf Course Drainage Repairs
Requisition DNRB11117
Pre-Bid Meeting Questions and Answers**

1. What do we do with the gravel from the trenches?

Answer: Gravel can be stockpiled near the golf course maintenance complex as directed by the Owner. The soil mix stockpile can also be located there, as well as the construction staging area.

2. Does all of the work have to be done on plywood?

Answer: If the Contractor can demonstrate that work can be done without damage to the golf course, all work does not necessarily have to be done on plywood. The Contractor, however, will be responsible for repairing any damage to the golf course caused by his construction activities. The Contractor should bid the project as specified.

3. Once the soil mix stockpile is gone, does the stockpile area need to be seeded?

Answer: No.

4. If golfers cause damage to trenches repaired by the Contractor, will the Contractor be responsible for repairing the damage?

Answer: Yes.

5. Is the Contractor responsible for watering the sod?

Answer: Yes. On days that the Contractor is prohibited from doing construction work, he will be allowed access to the course for watering. Water will be furnished by the Owner but the Contractor may want to furnish his own fittings for connecting to the irrigation system.

6. Were the trenches originally "trenched" or "excavated"?

Answer: They were originally "trenched".

7. Will the Contractor be allowed to work night shifts?

Answer: Yes.

Name	Representing	Address	Telephone/Fax	Email
Mandy Tyler	Building & Utility Systems	P.O. Box 160 Jumping Branch WV 25169	406-3412/3746	building@buildingutilitysystems.com
Carlos Adams	"	"	"	"
Adam Atkins	Aspen Corp.	2400 Ritter Drive Daniels WV 25832	(304) 763-4573	andkins@aspen-golf.co
JUSTIN DOZIER	DANHILL CONSTRUCTION	P.O. Box 685 GAULEY BRIDGE WV 25085	(304) 632-1600 (cell) (304) 632-1501 (fax)	CDOZIER33@yahoo.com
Daniel Loftis	L&L Contracting LLC	P.O. Box 161 Sand Fork WV 26430	304 290-3303	loftis.daniel@lglabco.com
DAVID WARE	ORANGE CONST. CORP.	170 OLD CHEAT ROAD MORGANTOWN WV 26508	(304) 295-5597 (304) 291-6765 (304) 291-6975	ORANGECONSTR@AOL.COM
Howard Harper	Triple H Const	PO Box 176 Beverly WV 25812	304 636 1194 304 636 3698	
PETE HORRELL	FRONTIER GOLF	P.O. Box 87 Jones Mills PA 15016	724-593-7991 724-593-7999	N.SIOK@FRONTIERGOLF.COM F.HORRELL@FRONTIERGOLF.COM
Joe Williams	Williams Excavating	RR 1 Box 126 Belington WV 26250	1-304-614-8887	Williams@excavating.com
Spencer Wooddell	Cowgirl Up Inc	P.O. Box 243 Simpson WV 26435	304-739-4397	501-Cowgirl@Spartan.net 304-739-4401 FAX
Tim Spradling	Rover Const	PO Box 127 STAIBANS WV 26780	(304) 759-2100 (304) 759-2200	TSRACOR@SUDONLINE.COM
JAMES ALLEN	JF ALLENCO	110 BOX 2079 STARK WV 26201	304 472 8896 304 472 8897	JAMES.ALLEN@JFALLENCO.COM
Debbie Demyan	WVDNR	1200 Harrison Ave / Suite 222 Belkins WV 26241	304-637-0300 304-637-0303 fax	Debbie.D.Demyan@WV.gov
Bill Lamberson	WEG Land Company LLC	2003 County Home Rd Champion PA 15622	724 455 8351 off 814 358 7400 fax	Bill@wgland.com