



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
 DNRB11118

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
03/25/2011				

BID OPENING DATE: 04/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED MANDATORY PRE-BID MEETING NOTES, MANDATORY PRE-BID SIGN IN SHEET, AND TO EXTEND THE BID OPENING DATE AND TIME.						
THE BID OPENING IS EXTENDED TO 04/07/2011 AT 1:30 PM.						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNRB11118 ***** 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).

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

March 11, 2011

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

Subject: **PRE-BID MEETING NOTES – RFQ DNRB11118**
Long Branch Dam Modification -- ID#08903
Pipestem State Park
Summers County, West Virginia
Civil Tech Project No. 08150

Dear Mr. Carney:

The pre-bid meeting for the subject project was conducted on March 10, 2011 – 1:30 pm at the Pipestem State Park Headquarters. A visit to the Dam Site followed the initial meeting at the headquarters building. The following attended the meeting:

1. Brian Carney – WVDNR – Parks and Recreation.
2. Dave Caplinger – WVDNR Superintendent for Pipestem State Park.
3. Paul Frantz – WVDEP Dam Safety Section
4. Mark Pennington -- Civil Tech Design Engineer
5. Twelve (12) Contractors – See Attached Attendance List

The following was noted:

A. Brian Carney went over administrative requirements for the contract.

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

1. This is a dam safety project. Quality and the need to construct the modifications in accordance with the approved plans and specifications are very important. Contractors were encouraged to review the plans and specifications carefully before bidding.
2. The Contractor should pay particular attention to the pay items since there are lump sum items and incidental work is included. Also, careful attention should be paid to surveying and layout requirements.
3. Plans and specifications can be purchased from Civil Tech Engineering or reviewed at the Contractors Association website.

Pre-Bid Meeting Notes
Long Branch Dam Modifications
Pipestem State Park
Civil Tech Project No. 08150
March 11, 2011

4. Questions were answered unofficially. Important Dates and information were noted as follows:
 - Bids due March 29, 2011 @ 1:00 pm.
 - All questions must be submitted in writing to Frank Whittaker by 4:00pm March 14, 2011. Any questions answered today are not official.
 - Response to questions will be provided by addendum after the deadline.
 - 5% Bid Bond
 - 100% Performance Bond
 - 180 days to complete the project after the Owner issues NTP. A mid summer NTP date is anticipated. The question was raised as to whether the owner will consider weather delay if not complete by December of this year. The writer answered that there were no provisions in the contractor for weather delay. However, we will consider a request for legitimate delay caused by weather as long as the dam is not left in an unsafe condition for the winter season. The writer emphasized that it will be very important to complete the floodwall and backfill the same before the fall and winter wet seasons.
 - Liquidated damages in the amount of \$ 500 per day apply after 180 days.
 - *Federal and State Wage Rates Apply.*
 - After receiving NTP and attending the pre-construction meeting, the contractor will mobilize to the site and begin work within 10 days.
5. Civil Tech will administer the construction contract and provide full time inspection and testing required except as noted in the specifications. Brian Carney pointed out that all correspondence during construction must be routed through Civil Tech. Our engineer will also visit the site weekly to provide direction and verify conformance with the approved plans and specifications.
6. All deviations from the approved plans must be approved by the Engineer and WVDEP Dam Safety Section. If problems are discovered which require revision of the approved plans, the Engineer must be notified immediately to avoid project delay required for agency approval. Also the project must be certified by our engineer as completed in accordance with the approved plans and specifications at completion. Therefore, any problems with the approved plans must be worked out during construction to avoid problems with certification at the end of the job.
7. Pay estimates will be reviewed and approved during the last week of the month during a routine site visit by our Engineer. Pay estimates are due in the Engineer's office during the first week of the month following the period

Pre-Bid Meeting Notes
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covered by the application for payment.

8. A final inspection will be conducted with the Owner, Dam Safety, Engineer, and Contractor to verify the project is substantially complete and is in accordance with the approved plans and specifications. The project will not be accepted until as-built drawing information is submitted in accordance with the specifications.

9. **Project Overview:** Modifications are required to correct deficiencies and bring the Dam into compliance with the current WVDEP Dam Safety Regulations and obtain a certificate of approval. The following work items are required:
 - Erosion and sediment control measures.
 - Dewatering and water control.
 - The dam crest will be raised approximately 2 ft. with a reinforced concrete floodwall to Elevation 2468 ft.
 - It will also be necessary to tie the new flood wall into the existing ESW and raise the ESW walls approximately 2 ft. to match the flood wall.
 - The flood wall will include water stops at joints and at its connection to the ESW.
 - The existing foot bridge crossing the ESW will be raised to the new flood wall elevation and earthen ramps will be created for access from the crest.
 - The wall will be backfilled with cohesive soils excavated from the dam for wall construction.
 - Rip rap will be provided at the toe of the dam and two existing PVC pipes will be extended through the rip rap and concrete outlet blocks provided.
 - Asphalt demolition and repair will be necessary on the left end of the dam.
 - Sediment and vegetation will be removed from the stilling basin of the emergency spillway.

10. Important parts of the construction specifications were emphasized and discussed in general. The writer encouraged the Contractors to read and understand the specifications since it is a Dam Safety Project and we expect the modifications to be constructed in accordance with the approved plans and specifications. Important points concerning the specifications included:

Section 1.03 Access To Site:

- The contractor is responsible for all damage to private, park, county, or state roads. Please note the condition of the access road to the site.

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Repair of this roadway to original condition will be incidental to the project and no separate payment will be made. The condition of the existing road was questioned by one of the contractors and whether the project would include complete replacement of this roadway if damaged beyond repair by the construction. The writer pointed out that there was no provision in the contract to provide payment for road repair and that this item is considered incidental to the project. The writer suggested the Contractor video the roadway, at his expense, if he was concerned about damage to the roadway and liability for the same. The writer also suggested the contractor consider using concrete trucks with half loading to minimize road damage. Regardless, the writer pointed out that the contractor will be held responsible for repair of any and all road damage caused by the construction.

Section 1.05 Grades, Position, and Alignment:

- The contractor is responsible for all surveying to layout the project and to obtain cross sections for as-built drawings and pay quantities.
- Surveying must be performed by a professional engineer or surveyor licensed in West Virginia.
- Initial cross sections must be obtained and approved before grading work associated with the dam modifications can begin.
- Attention is directed to the grade tolerances provided in this section and the cross sections required.
- As-built drawings will be provided by the contractor plotted over the original design drawings in Autocad format.
- A lump sum pay item is provided for surveying.

Section 1.07 Control and Review of Work by the Design Engineer:

- Civil Tech Engineering will provide inspection during construction. This will include routine visits by our technician and weekly visits by our engineer.
- The importance of CQC and constructing the project in accordance with the approved plans and specifications was stressed since it is a Dam Safety project and, our engineer must certify the work at completion of the project.

Section 1.10 Borrow Area:

- No borrow area is proposed. Materials for construction will come from onsite excavation and/or a commercial source.
- The contractor is responsible for sampling and testing fill materials for classification and compaction. Pay particular attention to these requirements.

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Section 1.12 Waste:

- Waste fill will be placed as compacted fill as shown on the plans.
- Waste including demolition debris, unsuitable, and excess material will be incidental to the project and no separate payment will be made.

Section 1.13 Field Office:

- A field office is not required.

Section 1.14 Subcontractors:

- A list of subcontractors must be furnished prior to the pre-construction meeting. The Owner reserves the right to reject any and all subcontractors suggested.

Section 1.15 Construction Schedule:

- A construction schedule must be furnished by the successful contractor prior to beginning construction.

Section 1.16 Subsurface Investigation:

- Subsurface investigation was performed as shown on the plans.
- Copies of boring logs and lab test results are included in the Project Manual.
- The results of the subsurface investigation are not a warranty of subsurface conditions and the contractor must make investigations deemed necessary to prepare his bid.

Section 1.17 Quality Control:

- Quality control will be provided by Civil Tech Engineering, Inc.
- A representative will be onsite to monitor the contractors' work, not to supervise.

Section 1.18 Submittals:

- Submittals will be provided to the engineer a minimum of 15 days before work on that particular item begins.

Section 1.19 Acceptance:

- The contractor is responsible for constructing the project in accordance with the plans regardless of acceptance by any quality control inspector, engineer, or owner.

Section 1.20 Safety:

- The contractor is responsible for safety and will indemnify the WVDNR, its personnel, and Engineer from liability associated with

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the project.

- As a minimum, weekly safety meetings are required and injuries must be reported as required by OSHA.
- Copies of safety meeting notes must be submitted to the engineer weekly along with the contractor's daily reports.

Section 1.21 Environmental Protection:

- The contractor is responsible for compliance with all environmental permits.
- The cost of fines levied by the WVDEP or other agency is the responsibility of the contractor.

Section 1.22 Measurement and Payment:

- This section is very important because there are lump sum items and some of the work is incidental to lump sum and other pay items.
- Before and after cross sections are required for payment and as-built drawings. *Cross sections will be furnished by the Contractor in Autocad format and plotted on the design sections for comparison.*
- Any item of work not included in a pay item which is shown on the plans is incidental to the project.

Section 2.01 Mob/demob:

- The contractor must mobilize and begin work within 10 days after NTP. Demob must occur within 15 days after completion and acceptance by the WVDNR, Engineer, and WVDEP Dam Safety Section.
- This item is lump sum.

Section 2.02 Clearing and Grubbing:

- This item is incidental to the project and no separate payment will be made.

Section 2.03 Stripping:

- This item includes removal and stockpiling of topsoil for revegetation.
- This item is paid as excavation.

Section 2.04 Excavation:

- Work includes all excavation required to construct the project complete.
- Excavation includes all soil, rock, rip rap regardless of size. No hard rock excavation is included.
- Fill placement and compaction including stockpiling is incidental to

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this item.

- The contractor is fully responsible for protection of work in progress and the existing dam. Care must be taken when removing sediment from the ESW stilling basin to avoid damage to the structure.
- The lake will be lowered by the Contractor a minimum of 5 ft. and maximum of 10 ft. below normal when work is performed. Pumping will be necessary since the existing drain gate is not operable.
- Pay items: Payment will be made based on before and after cross sections.

Section 2.06 Concrete:

- Reinforced concrete is required to construct the flood wall and the concrete anchor blocks for the two PVC drain pipes at the dam toe.
- Concrete will comply with the specifications and shall be 4000 psi and air entrained.
- Pumping is required to convey the concrete to the location.
- Waterstops shall be provided in joints as shown on the plans.
- Rebar is incidental to this item.
- Payment will be based on unit price bid and the volume of reinforced concrete shown on the plans or as approved by the Engineer if different from the plans.

Section 2.08 Fill and Backfill

- Fill materials include cohesive fill derived from the excavation.
- Compaction is important and will be tested.
- Stockpiling, hauling, spreading, and compacting fill and backfill is incidental to excavation and no separate payment will be made.
- Before and after cross sections are required for as-built drawings for Cohesive Fill.
- Furnishing borrow (unlikely) including testing is incidental to the fill item.

Section 2.09 Rip Rap

- Rock must be sized and durable in accordance with specifications
- Payment includes rip rap from an offsite source.
- Payment for rip rap will be paid based on certified weight tickets by the ton of rock acceptably placed and approved by the Engineer.

Section 2.10 Erosion and Sediment Control

- The contractor shall adopt and comply with the Sediment Control Plan approved by the NRCS.
- The contractor will be responsible for all fines and shall modify the plan as required to prevent sedimentation of the receiving water.

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- The pay item is lump sum.

Section 2.11 Seeding, Fertilizing and Mulching

- Type C DOH Mix
- Pay particular attention to the warranty period
- Seeding and Mulching below the lake pool is not required.
- Loading, hauling and spreading topsoil is incidental to this item.
- The pay item is by the acre.

Section 2.12 Dewatering and Water Control

- A dewatering and water control plan will be submitted for approval prior to beginning construction. Pay particular attention to the requirements of the plan as listed in the specifications.
- The contractor will lower the lake level a minimum of 5 ft. and maximum of 10 ft. during construction with approval of the owner.
- Dewatering shall be sufficient to lower the ground water table a minimum of 1 ft. below the subgrade level during construction.
- The contractor is responsible for damage to work in progress and the existing dams and appurtenances due to flood flow, seepage, or normal flow conditions and if damage occurs, it will be repaired at no cost to the owner.
- Pay item is lump sum

Section 2.13 Asphalt Pavement and Crushed Stone Aggregate

- Pavement repair is required on the left end of the dam where the existing pavement will need to be raised to the new flood wall level.
- Payment will be made by the ton of asphalt and crushed stone aggregate as approved by the Engineer.

C. ADDENDUM ITEMS

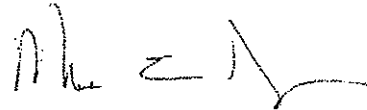
1. Work includes removal and replacement of the fence around the emergency spillway as approved by the Engineer. This work will be incidental to Item 2.06 Concrete. The fence is not in good condition and new materials will be provided as required.
2. Asphalt demolition will be placed as road fill as directed by Parks and Recreation personnel. This work including breaking the asphalt into small pieces, loading, hauling, and spreading will be incidental to excavation

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

Very truly yours,

CIVIL TECH ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Mark E. Pennington', with a stylized flourish at the end.

Mark E. Pennington MS, PE
Principal Engineer

Attachment: Pre-Bid Meeting Attendance List

cc. Paul Frantz – WVDEP

Long Branch Dam Modification DNRB11118
 Pipestem State Park
 Pre-Bid Meeting Attendance List
 March 10, 2011 1:30 P.M.

Contractor	Address	Phone #	Fax #	Email	Printed Name	Signature
1 MARCC	2308 S Fayette Beckley WY 25801	304-254-9911	304-254-9931		Chad McCallister	Chad McCallister
2 Paramount Builders	501 6th Avenue P.O. Box 1370 Sta. Atkins WY 25817	304 546 9365	304 546 9365		Bob Malasky	Bob Malasky
3 CAPITOL VILLAGE CONTRACTORS	67 Rowles Drive P.O. Box 920 Blevins WY 25801	304 437-4505	304 965-2223	Mickey E. CAPITOL VILLAGE.COM	Mickey FARMOR	Mickey FARMOR
4 TRANS RIVER CONSTE.	575 Goffman Road Cross Lanes, WY 25112	304 776-0448	304 776-0457	TRANSRIVER@AOL.COM	ADMIN T. HAVES	GA
5 DANHILL CONST.	PO Box 685 Gawley Branch WY Zip 25035	1-304-632-1600	1-304-632-1501	PO BOX 685 GAWLEY BRANCH WY 25035	MIKE SIEMIACZKO	MIKE SIEMIACZKO
6 BILCO CONST. INC.	835 WISTERIA DR 50 CHARLESTON, WY 25309	1-304-565-3007	1-304-565-3113	BILCO FRONTIER, WY	ELLIOTS, JAMES	ELLIOTS, JAMES
7 TRI-STATE PIPELINE	6351 US RT 60 EAST, SUITE 3 Barboursville, WV 25804	304 733-6801	304 733-6803	JAMES COOPER @ TRI-STATE PIPELINE.COM	JAMES COOPER	JAMES COOPER
8 Gopher Land Services	P.O. Box 194 Beaver, WV 25813	304-840-1909	304 840-1909	mdaygroz@yahoo.com	Glenna Prose	Glenna Prose
9 PAUL FRANTE	254 INDUSTRIAL DR. OFF FILL, WV 25901	465-1719	465-1924	PAULFRANTE@GMAIL.COM	PAUL FRANTE	PAUL FRANTE
10 Main Street Builders	PO BOX 309 Princeton WV 24740	487-3912	425-2171	rusty sarver@gmail.com	Rusty Sarver	Rusty Sarver

Long Branch Dam Modification DNRB1118
 Pipestem State Park
 Pre-Bid Meeting Attendance List
 March 10, 2011 1:30 P.M.

Contractor	Address	Phone #	Fax #	Email	Printed Name	Signature
11. TRITON CONSTRUCTION INC	PO Box 908 4300 FIRST AVE MARTIN, WV 25143	304-755-1401	304-755-1404	tony.anders @tritonwv.com	TONY ANDERS	<i>Tony Anders</i>
12. Green Mountain	511 SOUTH ST Charleston WV 25304	304-925-0258	304-925-9282	Judy Gray @gcl.com	HARRISON BUSHMAN	<i>Harrison Bushman</i>
13. FOSTER SUPPLY	PO Box 488 South Depot WV 25560	304-553-6565	304-755-8280	deans@foster supply.com	DEBERTCK SEARS	<i>Debertck Sears</i>
14. MAIN STREET BUILDERS	P.O. Box 309 FARMINGTON WV 24740	304-487-3912	304-423-2171	CSTANLEY@ MSOWV.COM	CHRIS STANLEY	<i>Chris Stanley</i>
15. Grayman Construction	1000 John Keckling Way Severnsburg PA 16056	724-497-1533	724-443-8733	j-hopple@ Grayman.com	JEFF HOPPLE	<i>Jeff Hopple</i>
16. ENGLISHMAN CONSTRUCTION	1000 JOHN REEDLINE WAY SEVERNSBURG PA 16056	724-413-1533	724-443-8733	M. ROETHSMAELER @SEAMANN.COM	MARK ROTHBAUER	<i>Mark Rothbauer</i>
17. ET2000 INC.	Lansburg and 2401 PO Box 1149	304-682-4922	304-685-5489	ET2000@ Severnsburg.com	Stewart Halliday	<i>Stewart Halliday</i>
18. WV PWR Brian Carney						
19. WV DNR Butch Mansfield	Pipestem State Park PO Box 150 Pipestem WV 25979	304-466-1800	304-466-2803	Butch.G. Mansfield @wv.gov	Butch Mansfield	<i>Butch Mansfield</i>
20. Dave Caplinger	PO Box 150 Pipestem WV 25979	304-466-1800	304-466-2803	David.W.Caplinger @wv.gov	David W. Caplinger	<i>David W. Caplinger</i>