



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
GSD126443

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 JOBSITE
 SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/02/2012				

BID OPENING DATE: 04/19/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO:		
				1.) ADD REVISED BID FORM		
				2.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (GSD126443),		
				3.) EXTEND THE PERIOD FOR TECHNICAL QUESTIONS		
				TECHNICAL QUESTIONS MUST BE SUBMITTED NO LATER THAN 04/05/2012 AT THE CLOSE OF BUSINESS.		
				4.) EXTEND THE BID OPENING DATE		
				BID OPENING DATE IS EXTENDED TO: 04/19/2012		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001		LS		968-32		
	1			DEMOLITION OF 400 BLOCK OF ADAMS ST; FAIRMONT, WV		

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.html 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).

State of West Virginia
General Services Division

State Office Building - Fairmont
Demolition and Site Preparation
400 Block of Adams Street and Ogden Avenue
Project No. GSD 126443

Proposal Form

State of West Virginia – General Services Division
State Office Building - Fairmont
Demolition and Site Preparation of
400 Block of Adams Street and Ogden Avenue

Project No. GSD 126443

Name of Bidder: _____

The undersigned, hereinafter called Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

Demolition and Site Preparation Base Bid:

_____ (\$ _____)
(Show amount in both words and numbers)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

UNIT PRICE:

Unit Price No. 1:	Over-excavation, removal, disposal, and backfill with suitable fill of undocumented, construction debris, unsuitable basement fill, coal chutes, cisterns etc. at, or below subgrade.	\$ _____	Per Cubic Yard
Unit Price No. 2:	Removal of Underground Utilities not identified on the Contract Documents	\$ _____	Per Lineal Foot.
Unit Price No. 3a:	Environmental Hazards removal and disposal solid waste	\$ _____	Per Ton.
Unit Price No. 3b:	Environmental Hazards removal and disposal hazardous waste	\$ _____	Per Ton.

State of West Virginia
General Services Division

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Project No. GSD 126443

Definition: A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents. Unit prices shall be used solely for the formulation of any change orders subsequently requested for the awarded contract.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within the specified time period following issuance 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 specified in the Contract Documents.

No work shall be performed prior to issuance of a signed Purchase Order and Notice to Proceed issued by the Owner. Any materials contracted for prior to the issuance of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

Signature of Bidder:

Name of Firm: _____

Address: _____

City/ State/ Zip _____

Phone No. () _____

Fax No. () _____

By: _____

Signature: _____

(In colored Ink)

Signed and Sealed this _____ day of _____, 201__

Addenda:

The undersigned acknowledges receipt of the following Addenda covering revisions to the Drawings, Specification and Bidding Documents. The cost, if any, of such revisions is included in the prices quoted.

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Contractor's License:

West Virginia Contractor's License No. _____

State of West Virginia
General Services Division

State Office Building - Fairmont
Demolition and Site Preparation
400 Block of Adams Street and Ogden Avenue
Project No. GSD 126443

References:

Reference #1 Name: _____

Position: _____

Address: _____

Telephone Number: _____

Project Name: _____

Project Description: _____

Reference #2 Name: _____

Position: _____

Address: _____

Telephone Number: _____

Project Name: _____

Project Description: _____

Reference #3 Name: _____

Position: _____

Address: _____

Telephone Number: _____

Project Name: _____

Project Description: _____

Reference #4 Name: _____

Position: _____

Address: _____

State of West Virginia
General Services Division

State Office Building - Fairmont
Demolition and Site Preparation
400 Block of Adams Street and Ogden Avenue
Project No. GSD 126443

Telephone Number: _____

Project Name: _____

Project Description: _____

Reference #5 Name: _____

Position: _____

Address: _____

Telephone Number: _____

Project Name: _____

Project Description: _____

RFQ#GSD126443, Fairmont 400 Block Demolition Project

Addendum #2

Technical Questions & Answers

Question #1: Will a deep foundation be utilized on this project (as discussed in soils report)?

Answer #1: Refer to the geo-tech report included in the project manual.

Question #2: Please provide the local B&O tax rate applicable to this project – or a contact at the City of Fairmont / Marion County that can provide the local B&O tax information.

Answer #2: The B&O rate is \$2/\$100 or 2% of the total cost of the demolition contract and is assessed to all prime and sub contractors. Questions regarding applicability of the tax, forms and payments should be directed to Susie Garrison at (304) 366-6211 ext. 323 or sgarrison@fairmontwv.gov.

Question #3: Will the City of Fairmont waive the local demolition / new construction permit fees? If not, what are the local City of Fairmont permit fees or a contact at the City that can provide this information?

Answer #3: The State is exempt from permit fees for the demolition and construction permits. A permit application for both will still need to be obtained by the contractor, but no fees will be assessed. Questions regarding the permit application should be directed to Brenda Blosser at (304) 366-6211 ext. 303 or bblosser@fairmontwv.gov.

Question #4: Please provide additional clarification with respect to Unit Price #3 – Environmental Hazards removal and disposal. What is this “per ton unit price” meant to encompass? For example, petroleum contaminated soil could potentially have a much different “per ton disposal rate” than asbestos, PCB, or other hazardous materials.

Answer #4: Provide two unit prices, one price per ton is for solid waste and a second unit price for hazardous waste. The Bid Form has been revised to incorporate this change.

Question #5: Similar to question #3, please provide the basis for the 1,000 tons of hazardous materials indentified on Drawing Sheet C-3 that are to be included in the base bid. Is this for asbestos contaminated debris, petroleum impacted soils, pcb containing materials, or hazardous wastes?

Answer #5: The 1,000 tons and the associated unit price are for any undocumented hazardous materials that are found.

Question #6: What work related to the “Limited Phase II Environmental Site Assessment” is the bidder to include? Or is the 1,000 tons of hazardous materials identified on Drawing Sheet C-3 meant to handle this work?

Answer #6: The 1,000 tons is for any additional undocumented materials found vs. the documented materials that are part of the base bid lump sum price.

Question #7: The majority of the buildings were locked and thus inaccessible during the mandatory site visit held on 3-15-12. As such, how will loose building contents (i.e. junk / debris, furniture, garbage, and other similar items) be addressed as there is no way to quantify these items? Should the bidder assume the buildings are empty?

Answer #7: The bidder shall assume that all 'loose' building contents are part of the demolition and shall be removed and disposed of as part of this contract. The dress shop, theater and auto repair shop were open during the site visit and again during the second site showing on March 21. While buildings on the east side of the site were too damaged to enter, the damage allowed much of the interiors to be visible. Do not assume the buildings are empty.

Question #8: Several large drums of what appeared to be waste motor oil were observed in the former Concept Auto Service (aka 400 Adams Street) during the site visit held on 3-15-12. Who is responsible for characterization and disposal of this oil? If it is the bidder's responsibility, please provide a quantity of oil and disposal characterization for basis of bid.

Answer #8: The Owner will dispose of the three (?) large containers of waste oil located along the east wall of the shop area in the Concept One building.

Question #9: General Note F on Drawing Sheet C-3 instructs the Contractor NOT to seed the building pad. However, Drawing C-4 indicates multiple temporary erosion control measures (i.e. silt fence, erosion matting, inlet protection, temporary construction entrance) as well as permanent topsoil / lawn and seeding. Who is responsible for this work?

Answer #9: The Demolition and Site Preparation Contractor is responsible for all erosion and Sediment Control measures indicated. - Delete Note F on Drawing Sheet C-3. The Contractor shall seed all areas including the building pad.

Question #10: Is the overall site grading a "balanced site" – or will import / export of fill be required?

Answer #10: Contractor is responsible for own quantity takeoff and responsible for any importing/exporting of material to achieve final grade as shown on drawings.

Question #11: Refer to Drawing Sheet C-2 Layout Noted 6 – is installation of the aggregate parking lots included in this RFQ?

Answer #11: Yes

Question #12: General Grading Note 2 on Drawing Sheet C-3 instructs the Contract to "calculate sub grade of pavements (refer to pavement details)" – but the actual pavement details are not provided? Please clarify.

Answer #12: Contours shown on plans are finished grade; subtract 6" for pavement depth to top of aggregate.

Question #13: Note B on Drawing Sheet C-3 instructs the Contractor to include removal of 5,000 cy of "undocumented" unsuitable fill, construction debris, coal chutes, cisterns, etc. However, the disposal fees associated with these items vary widely (i.e. disposal of construction debris is much more costly than disposal of unsuitable fill materials). That being said, can the 5,000 cy be clarified / broken down into sub-parts such that accurate "apples to apples" proposals can be prepared by bidders and received by the State?

Answer #13: 5,000 CY is for unsuitable fill, regardless of content.

Question #14: It appears that the drawings indicate installation of new sanitary sewer within / under Ogden Alley. Is the Contractor required to patch / re-pave Ogden Alley upon completion of this work?

Answer #14: Yes, see detail M-C5.

Question #15: Similar to Question #13, it appears that utility work is required in Quincy Street – is the Contractor required to patch / re-pave Quincy Street?

Answer #15: Yes, see detail M-C5.

Question #16: Can the bidder assume that current conditions of the buildings are similar to the time when the asbestos inspections were completed? That is, were the asbestos inspections / surveys performed prior to or after the fires?

Answer #16: Yes, the survey was performed after the fire.

Question #17: Is it anticipated that rock will be encountered during installation of the new below-grade utilities?

Answer #17: Refer to the geo-tech report.

Question #18: Would the State consider receiving additional technical questions based on the answers provided to the above questions (i.e. after receipt of the addendum and after the March 22nd deadline for technical questions)?

Answer #18: A second technical questions period will be opened allowing additional questions until 'close-of-business' (5:00 pm) on Thursday, April 5, 2012. The Bid Opening will be pushed back to Thursday, April 19, 2012 at 1:30 p.m.

Question #19: Page 1 of the Modified Phase I Environmental Site Assessment identifies (4) pole mounted transformers. Are these to be removed as a part of this bid package? If so, please provide analytical data on PCB concentrations such that disposal / recycling can be priced accordingly.

Answer #19: No transformer removal was included in this package. Pole mounted transformers are property of the local electrical utility.

Question #20: Will follow-up site visits be allowed? It would be appreciated if additional dates (beyond the 3/21/12) meeting would be allowed. (See Question#26 also)

Answer #20: As discussed in the Pre-Bid Conference an additional site visit was scheduled for Wednesday, March 21, 2012. No additional site visits will be scheduled. Contractors are welcome to inspect the structures from the exterior at their convenience.

Question #21: A complete inspection and summary for ACM is provided for the Ace Building. Will a summary, drawings of sample locations and laboratory results be provided for the remaining buildings? These items are required for an asbestos inspection in WV.

Answer #21: All information has been provided. All other/additional information is the responsibility of the remediation contractor.

Question #22: Parcel 212 lists 1500SF of asbestos roofing material and the building measures over 5000SF. Is the entire roof to be removed as ACM?

Answer #22: Only 1,500 sf is to be removed as documented hazardous materials.

Question #23: Parcel 193 lists 600SF of 9x9 floor tile in the front area. Parcel 192 HAS ~600SF of 9x9 floor tile in the front area. Are these mixed up? Could you provide drawings with sample locations on them?

Answer #23: Base Bid is to include documented quantities as shown on the drawings. Any additional will be included and covered under the undocumented unit price quantities.

Question #24: Parcel 191 lists asbestos spray on insulation in the boiler room, western room, hallway and dressing rooms. These areas are all different. They consist of concrete, plaster or painted concrete. Could you provide a sample location drawing as well as the lab results to help identify the material to be removed as ACM?

Answer #24: No difference between concrete, plaster and painted concrete, all are to be removed as hazardous embedded material.

Question #25: The drywall between the stage and seating areas is two layers thick and drywall is applied to both sides. The dividing wall between the cinemas is drywall also. Does all of the drywall need to be removed as ACM? The estimate of 3000SF is about one third of what is there.

Answer #25: The 3,000 sf is intended to cover drywall joint compound. Drywall without attached joint compound is not considered ACM.

Question#26: Will there be another site visit after questions and answers?

Answer #26: See response in Question #20 and Answer #20.

Question #27: Is the Contractor required to perform mold remediation in order to allow the Owner, Architects, Engineers, or Historical Artifact Seekers to enter the buildings safely for the review of unknown items or any other reason?

Answer #27: No additional access is required.

Question #28: Artifacts – If the Contractor encounters unknown items, are they responsible for removing items and providing a place for storage of items found?

Answer #28: Unless specified elsewhere, Contractor shall remove and dispose of all materials.

Question #29: Retaining Wall – Can the Contractor utilize a different retaining wall manufacturer provided it meets specifications?

Answer #29: Yes, wall material can vary from manufacturer specified, as long as design is equal or greater than the design intent specified.

Question#30: Retaining Wall – Please explain the Retaining Wall Fence Installation in greater detail. Are the posts to be cored into Cap Block and previously concrete filled core block as shown on Detail H C5? Is this meant to be a friction fit?

Answer #30: Contractor to provide final fence installation detail for approval as part of the final wall design.

Question #31: Excavation – Is the Contractor responsible for the Soil Sampling or Air Monitoring and Screening in areas that may contain Hazardous Materials?

Answer #31: Soil sampling and Air Monitoring to be provided by Owner

Question #32: Excavation – Who will determine if Fill is “Unsuitable”? Will there be an Engineer or Technician on site during all excavations?

Answer #32: Owner will provide a technician for on-site soil evaluation. If imported material; is needed, Owner’s Representative will determine suitability of borrow site.

Question #33: WV DOT Specs. states that 60” through 108” pipe trench width shall be not less than the outside horizontal diameter of the pipe plus one (1) diameter on each side of the conduit and backfilled with a granular material. My concern is; you cannot get the one (1) diameter width on each side of the 60” HDPE pipe due to the Twin 60” HDPE being placed close and alongside Ogden Avenue and whether the pipe is to be backfilled with a granular material. Your trench width for the Twin 60” HDPE would be approximately 22’ wide x 148’ long x approx. 7’ high which equates to 844 cys or approx. 1,688 tons of Aggregate Backfill. Your trench width for the 72” HDPE would be approximately 18’ wide x 180’ long x approx. 7’ high which equates to 840 cys or approx. 1,680 tons of Aggregate Backfill. With this being said, please verify with the Owner/Architect as to what trench width and type of backfill material we are to base our bid on?

Answer #33: These are private pipes on private property, refer to detail K-C5.