



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Solicitation

NUMBER

DEP15882

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET
304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

V
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ENVIRONMENTAL PROTECTION

DEPARTMENT OF

OFFICE OF AML&R

601 57TH STREET SE

CHARLESTON, WV

25304

304-926-0499

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DATE PRINTED

06/13/2012

BID OPENING DATE:

07/03/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.1						
ADDENDUM FOR THE "HAWKINBERRY HOLLOW PORTALS" PROJECT ISSUED TO DISTRIBUTE THE ATTACHED INFORMATION						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15882 ***** TOTAL:						

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: DEP15882
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as DEP15882 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation: Revised Contractors Bid Sheet, and Portal Inventory, by: Civil Tech Engineering, Inc.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP15882

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Addendum #1 - Questions During Pre-Bid Meeting Hawkinberry Hollow Portals & Subsidence DEP15882

The following comments and questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflict between the two.

Questions:

1. **Q.** The Subsidence Correction Detail, does the stone vary in depth?
A. No, the soil is what is varied, not the stone.
2. **Q.** The Unclassified Excavation, where is this work to be completed?
A. The subsidence feature will be prepared by excavation and paid from cross-sections taken before work was begun.
3. **Q.** The staging area at the upper most area of the project, will it need to be fenced?
A. Yes, it will be incidental to site prep and the length of the "three strand fence" on 6 foot metal post will be 500 LF.
4. **Q.** Will we need to use temporary fencing to keep livestock off of disturbed areas?
A. Yes, and will not be a pay item, it will be incidental to the work being completed.

Clarify,

Bid quantities have been modified. Table 1 – Portal Inventory from Sheet 1 of the Plans and the revised Bid Schedule are attached.

The project will be bid as per the attached Revised Bid Schedule.

The Contractor shall have 90 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages clause will be in effect after the 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

HEADQUARTERS
2012 JUN 11 PM 6:44

RECEIVED AMI

HAWKINBERRY HOLLOW PORTALS & SUBSIDENCE

DEP15882

Revised Contractor's Bid Sheet

Company Name _____

Address _____

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE (\$)	AMOUNT (\$)
1.0	1	LS	Mobilization and Demobilization (Limited to 5% of Total Bid)	LS	
2.0	1	LS	Construction Layout Stakes (Limited to 3% of Total Bid)	LS	
3.0	1	LS	Quality Control (Limited to 2% of Total Bid)	LS	
4.1	1	LS	Site Preparation (Limited to 10% of Total Bid)	LS	
4.2	400	TN	Crushed Stone Aggregate		
4.3	1	EA	12 ft. Farm Gate		
5.1	2850	LF	Silt Fence		
5.2	875	LF	Wattles		
5.3	40	LF	15" CPP Temporary Pipe		
5.4	6	EA	Stabilized Construction Entrance		
5.5	17	EA	Check Dam		
6.0	6.1	AC	Revegetation		
7.1	764	LF	Grouted Rip Rap Vee Channel		
7.2	48	LF	18" Diameter CPP		
7.3	1	EA	WVDOH Type G Inlet with Type 1 Safety Grate		
8.1	500	CY	Unclassified Excavation		
8.2	60	TN	No. 1 Stone Fill		
8.3	80	TN	No. 57 Stone Fill		
9.1	7	EA	Wet or Modified Wet Mine Seal		
9.2	3	EA	Bat Gate Mine Seal - "35 x 24"		
9.3	3	EA	Dry Bat Gate Mine Seal - "35 x 24"		
9.4	2	EA	Dry Bat Gate Mine Seal - "64 x 43"		
9.5	1	EA	Bat Gate Mine Seal - "42 x 29"		
9.6	123	LF	Mine Seal Conveyance Pipe		
9.7	1	EA	Type A Manhole and Appurtenances		
9.8	250	BAG	Soda Ash Briquettes		
			TOTAL		\$

TABLE 1 - PORTAL INVENTORY
HAWKINBERRY HOLLOW PORTALS AND SUBSIDENCE -- DEP15220
BY: CIVIL TECH ENGINEERING INC. -- 06.04.12

PORTAL NO.	PORTAL CONDITION 6.28.11	OPEN AREA (SF)	WET OR MODIFIED MINE SEAL	35 X 24 BAT GATE MINE SEAL	35 X 24 DRY BAT GATE MINE SEAL	64 X 43 DRY BAT GATE MINE SEAL	42 X 29 BAT GATE MINE SEAL	DRY SEAL
1	OPEN/ WET (0.75' X 4')	3		X (4.5 SF)				
2	COLLAPSED/ DRY							X
3	COLLAPSED/WET		X					
4	COLLAPSED/WET		X					
5	OPEN/WET (1' X 4')	4		X (4.5 SF)				
6	OPEN/wet (0.7' X 2')	1.4	X					
7	OPEN/WET (0.7' X 2')	1.4	X					
8	COLLAPSED/WET		X					
9	COLLAPSED/WET		X					
10	OPEN/WET (4' X 4')	16	X					
11	OPEN/DRY (3' X 4')	12				X (14.5 SF)		
12	OPEN/DRY (1' X 2')	2			X (4.5 SF)			
13	COLLAPSED/DRY							X
14	OPEN/DRY (1' X 4')	4			X (4.5 SF)			
15	OPEN/DRY (1.5' X 8')	12				X (14.5 SF)		
16	OPEN/DRY (1' X 4')	4			X (4.5 SF)			
17	OPEN/WET (0.7 X 2')	1.4		X (4.5 SF)				
18	OPEN/WET (3' X 8')	24					X (13 SF)*	

35 X 24 BAT GATE MINE SEAL: INCLUDES ONE (1) 35 X 24 BAT GATE WITH DRAIN PIPES

35 X 24 DRY BAT GATE MINE SEAL: INCLUDES ONE (1) 35 X 24 BAT GATE WITHOUT DRAIN PIPES

64 X 43 DRY BAT GATE MINE SEAL: INCLUDES ONE (1) 64 X 43 BAT GATE WITHOUT DRAIN PIPES

42 X 29 BAT GATE MINE SEAL: INCLUDES TWO (2) 42 X 29 BAT GATE WITH DRAIN PIPES

*Largest area practical for a pipe arch considering the coal thickness and the likely width of the entry.

SIGN IN SHEET

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Hawkinberry Hollow Portals & Subsidence PLEASE PRINTDate: 6/5/2012

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX
NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WISEMAN EXCAVATING INC</u>	<u>RT 1 Box 190</u>	PHONE <u>304-586-3736</u>
Rep: <u>JOE WISEMAN</u>	<u>LIBERTY, WV 25124</u>	TOLL FREE
Email Address: <u>jwporn1@aol.com</u>		FAX <u>304-586-3789</u>
Company: <u>GREEN MOUNTAIN COMPANY</u>	<u>511 50th ST</u>	PHONE <u>304-925-0255</u>
Rep: <u>DAVID H. BOWMAN</u>	<u>Chas. WV 25304</u>	TOLL FREE
Email Address: <u>DHB 722@yahoo.com</u>		FAX <u>304-925-9230</u>
Company: <u>FORGER CONTRACTING LLC</u>	<u>PO BOX 123</u>	PHONE <u>304-879-5291</u>
Rep: <u>JORDY FORGER</u>	<u>PONTROSS WV 26541</u>	TOLL FREE
Email Address: <u>JORDY.FORGER@aol.com</u>		FAX <u>304-879-5291</u>
Company: <u>JL Pretzel Contracting</u>	<u>PO Box 240</u>	PHONE <u>304-379-7789</u>
Rep: <u>Charlene Pretzel</u>	<u>Bruceston Mills WV</u>	TOLL FREE
Email Address: <u>cpretzel@aol.com</u>	<u>26525</u>	FAX <u>379-7788</u>
Company: <u>RONIC SPENCER INC</u>	<u>HC 74, Box 201</u>	PHONE <u>304-364-8626</u>
Rep: <u>JR SPENCER</u>	<u>STRANGE CREEK WV 25063</u>	TOLL FREE
Email Address: <u>RNS2@hughes.net</u>		FAX <u>304-364-8116</u>

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Page 2 of 3REQUEST FOR QUOTATION NO. 15882

Hawkinsberry Hollow Portals & Subsidence PLEASE PRINT

Date: 6/5/2012

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Breakaway Inc</u>	<u>1075 Old Turnpike Rd</u>	PHONE <u>304 765 5317</u>
Rep: <u>Don Vincent</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address: <u>doug@breakawaywv.com</u>		FAX <u>304 765 5389</u>
Company: <u>COUGHLIN INC</u>	<u>PO Box 243</u>	PHONE <u>304-739-4397</u>
Rep: <u>DENNIS ELBON</u>	<u>SIMPSON WV 26435</u>	TOLL FREE
Email Address: <u>DEE.COUGHLIN@CARTHAGE.NET</u>		<u>304-626-1051</u> FAX <u>304-739-4401</u>
Company: <u>ZONE ENVIRONMENTAL</u>	<u>P.O. Box 182</u>	PHONE <u>724-833-6231</u>
Rep: <u>MARTY ELEK</u>	<u>Cromichals Rd 15320</u>	TOLL FREE
Email Address: <u>MELEK@ZONEENVIRONMENTAL.COM</u>		FAX
Company: <u>Foster Supply</u>		PHONE <u>304-203-2351</u>
Rep: <u>Dion Wamsley</u>	<u>mt clais WV</u>	TOLL FREE
Email Address: <u>d.wamsley@fostersupply.com</u>		FAX <u>304-326-0194</u>
Company: <u>J F ALLIEN CO</u>	<u>PO Box 2049</u>	PHONE <u>304 472 8890</u>
Rep: <u>JAMIES ALLIEN</u>	<u>Buckhannon WV</u>	TOLL FREE
Email Address: <u>JAMIES.ALLIEN@JFALLIENCO.COM</u>	<u>26201</u>	FAX <u>304 472 8897</u>

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REQUEST FOR QUOTATION NO. 15852
Hawkinsberry Hollow Portals & Subsidence

PLEASE PRINT

Page 3 of 3
 Date: 6/5/2012

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TELEPHONE & FAX
 NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Solid Rock Ex Inc.</u>	<u>3106 Hudson Rd</u>	PHONE <u>304-379-9502</u>
Rep: <u>Ty Martin</u>	<u>Albright WV 26019</u>	TOLL FREE
Email Address: <u>Solid-rock@frontiernet.net</u>		FAX <u>304-379-4969</u>
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FAX
Email Address: _____	_____	
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FAX
Email Address: _____	_____	
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FAX
Email Address: _____	_____	
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FAX
Email Address: _____	_____	

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).

**RFQ DEP15882
ADDENDUM NO. 1**

ADDITIONAL TERMS AND CONDITIONS

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

1. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

a. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.

iv. Notation that no subcontractors will be used if the bidder will perform the work

b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

3. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.