

Canaan Valley State Park, Golf Course Drainage Improvements
DIVISION OF NATURAL RESOURCES **FORM OF PROPOSAL-1**

Name of Bidder:

Frontier Construction Co., Inc.
"does business as" (DBA) Frontier Golf

Address of Bidder:

Rt. 31-E, P.O. Box 84, Jones Mills, PA 15646

Phone Number of Bidder:

(724) 593-7491

WV Contractors License No.

WV030192

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

\$309,843.31

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

Three hundred nine thousand, eight hundred forty three & 31/100

RECEIVED

2009 SEP 29 A 9: 52

PURCHASING DIVISION
STATE OF WV

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.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 120 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 \$100 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 A201-1997 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.

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
Addendum No. 1	09/02/2009
Addendum No. 2	09/15/2009
Addendum No. 3	09/21/2009
Addendum No. 4	09/21/2009

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

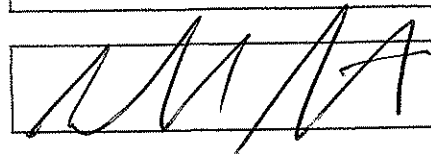
Respectfully submitted:

Date:

September 28, 2009

WV Vendor
Registration Number:

By: (signature in ink)

 PRESIDENT

Title:

President & CEO

Firm Name:

Frontier Construction Co., Inc. (DBA Frontier Golf)

Firm Address:

Rt. 31-E, P.O. Box 84, Jones Mills, PA 15646

**CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
BASE BID
LINES "A", "B" & "C"**

LINE "A"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	12" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	455 L.F.	<u>\$25.71</u>	<u>\$11,698.05</u>
2.	12" Solid HDPE pipe, including furnishing, trenching, bedding, laying, backfill	589 L.F.	<u>\$22.39</u>	<u>\$13,187.71</u>
3.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	1089 L.F.	<u>\$14.80</u>	<u>\$16,117.20</u>
4.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	5121 L.F.	<u>\$12.75</u>	<u>\$65,292.75</u>
5.	24" Drain Basin, including furnishing, excavation, installation and backfill	4 Each	<u>\$1,562.00</u>	<u>\$6,248.00</u>
6.	15" In Line Drain including furnishing, excavation, installation and backfill	6 Each	<u>\$840.00</u>	<u>\$5,040.00</u>

TOTAL LINE "A" BID IN NUMBERS (ITEM 1-6) \$117,583.71

TOTAL LINE "A" BID IN WORDS (ITEMS 1-6)

One hundred seventy thousand, five hundred eighty three

DOLLARS

71/100

CENTS

**CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
BASE BID
LINES "A", "B" & "C"**

LINE "B"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	12" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	265 L.F.	<u>\$25.71</u>	<u>\$6,813.15</u>
2.	12" Solid HDPE pipe, including furnishing, trenching, bedding, laying, backfill	310 L.F.	<u>\$22.39</u>	<u>\$6,940.90</u>
3.	8" Solid HDPE pipe, including furnishing, trenching, bedding, laying, backfill	375 L.F.	<u>\$17.06</u>	<u>\$6,397.50</u>
4.	8" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	430 L.F.	<u>\$19.48</u>	<u>\$8,376.40</u>
5.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	228 L.F.	<u>\$14.80</u>	<u>\$3,374.40</u>
6.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	3920 L.F.	<u>\$12.75</u>	<u>\$49,980.00</u>
7.	24" Drain Basin, including furnishing, excavation, installation and backfill	5 Each	<u>\$1,562.00</u>	<u>\$7,810.00</u>
8.	15" In Line Drain including furnishing, excavation, installation and backfill	1 Each	<u>\$840.00</u>	<u>\$840.00</u>

**CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
BASE BID
LINES "A", "B" & "C"**

LINE "B"

TOTAL LINE "B" BID IN NUMBERS (ITEM 1-8) \$90,532.35

TOTAL LINE "B" BID IN WORDS (ITEMS 1-8)

Ninety thousand, five hundred thirty two

DOLLARS

35/100

CENTS

**CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
BASE BID
LINES "A", "B" & "C"**

LINE "C"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	12" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	427 L.F.	<u>\$25.71</u>	<u>\$10,978.17</u>
2.	10" Solid HDPE pipe, including furnishing, trenching, bedding, laying, backfill	286 L.F.	<u>\$20.43</u>	<u>\$5,842.98</u>
3.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	437 L.F.	<u>\$14.80</u>	<u>\$6,467.60</u>
4.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	5662 L.F.	<u>\$12.75</u>	<u>\$72,190.50</u>
5.	24" Drain Basin, including furnishing, excavation, installation and backfill	4 Each	<u>\$1,562.00</u>	<u>\$6,248.00</u>

TOTAL LINE "C" BID IN NUMBERS (ITEM 1-5) \$101,727.25

TOTAL LINE "C" BID IN WORDS (ITEMS 1-5)

One hundred one thousand, seven hundred twenty seven **DOLLARS**

25/100 **CENTS**

TOTAL BASE BID, LINES "A", "B", & "C" IN NUMBERS \$309,843.31

TOTAL BASE BID, LINES "A", "B", & "C" IN WORDS

Three hundred nine thousand, eight hundred forty three **DOLLARS**

31/100 **CENTS**

**CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
ADDITIVE ALTERNATIVE NO. 1**

LINE "D"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	8" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	429 L.F.	<u>\$19.48</u>	<u>\$8,356.92</u>
2.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	751 L.F.	<u>\$14.80</u>	<u>\$11,114.80</u>
3.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	2900 L.F.	<u>\$12.75</u>	<u>\$36,975.00</u>

TOTAL ADDITIVE ALTERNATIVE NO. 1

TOTAL LINE "D" BID IN NUMBERS (ITEM 1-3) \$56,446.72

TOTAL LINE "D" BID IN WORDS (ITEMS 1-3)

Fifty six thousand, four hundred forty six **DOLLARS**

72/100 **CENTS**

**CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
ADDITIVE ALTERNATIVE NO. 2**

LINE "E"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	915 L.F.	<u>\$14.80</u>	<u>\$13,542.00</u>
2.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	3928 L.F.	<u>\$12.75</u>	<u>\$50,082.00</u>

TOTAL ADDITIVE ALTERNATIVE NO. 2

TOTAL LINE "E" BID IN NUMBERS (ITEM 1-2) \$63,624.00

TOTAL LINE "E" BID IN WORDS (ITEMS 1-2)

Sixty three thousand, six hundred twenty four **DOLLARS**

00/100 **CENTS**

**CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
ADDITIVE ALTERNATIVE NO. 3**

LINES "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R" & "S"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	8 408 L.F.	<u>\$12.75</u>	<u>\$107,202.00.</u>

TOTAL ADDITIVE ALTERNATIVE NO. 3

TOTAL LINES "F" THROUGH "S" BID IN NUMBERS (ITEM 1)

\$107,202.00

TOTAL LINES "F" THROUGH "S" BID IN WORDS (ITEMS 1)

One hundred seven thousand, two hundred two **DOLLARS**

00/100 **CENTS**

**CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
ADDITIVE ALTERNATIVE NO. 4**

LINES "T","U","V", & "W"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	4104 L.F.	<u>\$12.75</u>	<u>\$52,326.00</u>

TOTAL ADDITIVE ALTERNATIVE NO. 4

TOTAL LINES "T" THROUGH "W" BID IN NUMBERS (ITEM 1)

\$52,326.00

TOTAL LINES "T" THROUGH "W" BID IN WORDS (ITEMS 1)

Fifty two thousand, three hundred twenty six **DOLLARS**

00/100 **CENTS**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Frontier Construction Company, Inc.
of Jones Mills, PA, as Principal, and International Fidelity Insurance
Company of Newark, NJ, a corporation organized and existing under the laws of the State of _____
NJ with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Golf Course Drainage Improvements

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
2nd day of September, 2009.

Principal Corporate Seal

Frontier Construction Company, Inc.
(Name of Principal)
By: [Signature]
(Must be President or
Vice President)
PRESIDENT
(Title)

Surety Corporate Seal



International Fidelity Insurance Company
(Name of Surety)
By: [Signature]
Josephine M. Streyler Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Josephine M. Streyle as attorney-in-fact to execute the following Surety bond:

Surety Bond Number: Bid Bond
Principal: Frontier Construction Company, Inc.
Obligee: State of West Virginia

and the execution of such instrument in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



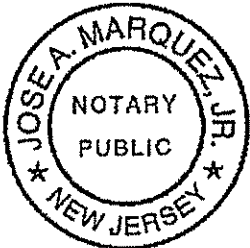
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

[Handwritten Signature]
Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Handwritten Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 2nd day of September, 2009

[Handwritten Signature]
Assistant Secretary

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Frontier Construction Co., Inc. (DBA Frontier Golf)

Authorized Signature:  PRESIDENT Date: September 28, 2009