



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
DNRB12088

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

Chojnacki Construction Inc
 P. O. Box 22
 Hamlin, WV 25523

SHIP TO

DIVISION OF NATURAL RESOURCES
 PARKS & RECREATION SECTION
 324 4TH AVENUE
 SOUTH CHARLESTON, WV
 25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/13/2011				

BID OPENING DATE: 01/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Chojnacki</i>	304 778-7599	1-31-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	20-5312075	

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).



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**DIVISION OF NATURAL RESOURCES
 PARKS & RECREATION SECTION**

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 SOUTH CHARLESTON, WV
 25303-1228 304-558-3397**

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Arthur Chojnacki</i>	TELEPHONE 778-7599	DATE 1-31-12
TITLE President	FEIN 20-5312075	ADDRESS CHANGES TO BE NOTED ABOVE

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

**Canaan Valley Resort State Park
Ski Area Improvements Project
Contract 6 - Snow Making Raw Water Main
DIVISION OF NATURAL RESOURCES**

INFORMATION FOR BIDDERS

1. Examination of Contract Documents and Site

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

2. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations should be in writing addressed to the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Frank Whittaker, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, West Virginia, 25305 and to be given consideration must be received at least fourteen (14) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than ten (10) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

3. Substitutions

Requests for approval of substitutions must be addressed to and received by the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Frank Whittaker, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received at least fourteen (14) days prior to the date fixed for the opening of bids.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when a written request, on Bidder's company letterhead, is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation shall include the following as well as other information:

- Detailed comparison of significant qualities of proposed substitution with those of the work specified. This comparison shall be specific to each feature of the original product. Submission of product literature alone, without a written item by item comparison of the significant qualities of each product will not be considered a complete submission.

**Canaan Valley Resort State Park
Ski Area Improvements Project
Contract 6 - Snow Making Raw Water Main
DIVISION OF NATURAL RESOURCES**

INFORMATION FOR BIDDERS

- Product Data, including drawings and descriptions of products of and fabrication and installation procedures. All furnished data must be manufactures original product data information, no faxes or copies will be accepted.
- Samples, where applicable or requested.
- Lists of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- Research /evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction if applicable.
- Bidder's certification that proposed substitution complies with requirements in the bidding documents and is appropriate for the applications indicated.
- Written request for approval of the substitution on company letter head transmitting the aforementioned information and addressing any item not included.

Burden of proof of merit of requested substitution is upon the submitter. Any request not including all of the required information will be considered incomplete. Incomplete requests shall be rejected. The Engineer has no obligation to request additional information in order to consider the request. Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All addenda so issued shall become part of the Contract Documents.

4. Contractor's Personnel Requirements

The official title of person signing the bid should be shown.

If a firm is a partnership, the full partnership name should be shown, and the bid should be signed by a partner. If a firm is a single proprietorship, the full name should be shown and the bid should be signed by the sole OWNER. If the bid of a partnership or single proprietorship is signed by a person other than the partners and OWNERS, there should be attached a written, duly acknowledged power of attorney clearly giving and showing that the signer has power sufficient to bind the partners and OWNERS of the firm to the bid.

If the firm is a corporation, and the person signing the bid is neither the president nor vice president of the corporation, there should be attached a written, duly acknowledged power of attorney or corporate resolution giving and showing that the signer has sufficient power to bind the corporation to the bid.

Sufficient evidence that the person signing the bid has the power to bind the offering company should be received by the Purchasing Division prior to the issuance of a contract.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Chojnacki Construction, Inc.
of Hamlin, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, 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
REQ #DNRB12088 - Canaan Valley Resort State Park Ski Area Improvements Project - According to Plans &
Specifications

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
31st day of January, 2012.

Principal Corporate Seal

Chojnacki Construction, Inc.
(Name of Principal)
By: Andrew Chojnacki
(Must be President or
Vice President)
Andrew I Chojnacki President
(Title)

Surely Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: Patricia A. Moye
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/25/08, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752152 06

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint LARRY D. KERR, GREGORY T. GORDON, STEPHEN B. STODDEN, PATRICIA A. MOYE, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 25th day of JUNE A.D., 2008.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By:
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 25th day of JUNE A.D., 2008, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 31st day of January A.D., 2012



Frank A. Carrino
Frank A. Carrino, Secretary



State of West Virginia
 Department of Administration
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0001	1	LS		968-42		
<p>GENERAL CONSTRUCTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR THE INSTALLATION OF A WATER LINE FROM THE CANAAN VALLEY RESORT GOLF COURSE MAINTENANCE AREA TO THE SNOW-MAKING WATER POND AT THE SKI AREA IN CANAAN VALLEY, WV.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 12/29/2011 AT 10:00 AM AT THE CANAAN VALLEY RESORT LODGE. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

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SIGNATURE <i>Arthur Chojnacki</i>	TELEPHONE 778 7599	DATE 1-31-12
TITLE President	FEIN 20-5312075	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 01/02/2012 AT 4:00 PM. ALL TECHNICAL QUESTION WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>THIS IS AN EAST BOND FUNDED CAPITAL IMPROVEMENT PROJECT. PAYMENTS TO VENDORS WILL BE MADE BY THE BANK OF NEW YORK MELLON.</p> <p>BIDDING DOCUMENTS CONSIST OF THE REQUEST FOR QUOTATION, PLANS AND SPECIFICATIONS.</p> <p>THE REQUEST FOR QUOTATION MAY BE OBTAINED BY CONTACTING:</p> <p style="text-align: center;">FRANK WHITTAKER, SENIOR BUYER WEST VIRGINIA PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 TELEPHONE: 304-558-4115</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED FOR A NON-REFUNDABLE DEPOSIT OF \$110.00, PLUS SHIPPING</p> <p style="text-align: center;">CHAPMAN TECHNICAL GROUP</p>						

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SIGNATURE	TELEPHONE	DATE
<i>Archie Chapman</i>	778 7599	1-31-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	20-5312075	

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 25303-1228 304-558-3397

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12/13/2011				

BID OPENING DATE: **01/26/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				200 SIXTH AVENUE ST. ALBANS, WV 25177 TELEPHONE: 304-727-5501		
				EXHIBIT 5		
				WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.		
				NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.		
				CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.		
				WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR TUCKER COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Arthur Chojnacki</i>	TELEPHONE 778 7599	DATE 1-31-12
TITLE President	FEIN 20-5312075	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DNRB12088

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
Chojnacki Construction Inc
P. O. Box 22
Hamlin, WV 25523

SHIP TO

DIVISION OF NATURAL RESOURCES
PARKS & RECREATION SECTION
324 4TH AVENUE
SOUTH CHARLESTON, WV
25303-1228 304-558-3397

DATE PRINTED 12/13/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **01/26/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ✓ .. 1-17-12</p> <p>NO. 2 ✓ .. 1-19-12</p> <p>NO. 3 ..</p> <p>NO. 4 ..</p> <p>NO. 5 ..</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chris Chojnacki</i>	TELEPHONE 778 7599	DATE 1-31-12
TITLE <i>President</i>	FEIN 20-5312075	ADDRESS CHANGES TO BE NOTED ABOVE

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8

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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304-558-2316

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Chojnacki Construction Inc
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Hamlin, WV 25523

SHIP TO

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PARKS & RECREATION SECTION

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SOUTH CHARLESTON, WV
25303-1228 304-558-3397

DATE PRINTED 12/13/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND 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.</p> <p><i>Archiev Chojnacki</i>.....SIGNATURE <i>Chojnacki Co. Inc.</i>.....COMPANY <i>1-31-12</i>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Archiev Chojnacki</i>	TELEPHONE 779 7599	DATE 1-31-12	
TITLE President	FEIN 20-5312075	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFO NUMBER
DNRB12088

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9

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

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Chojnacki Construction Inc
P. O. Box 22
Hamlin, WV 25523

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PARKS & RECREATION SECTION
324 4TH AVENUE
SOUTH CHARLESTON, WV
25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/13/2011				

BID OPENING DATE: **01/26/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>CONTRACTORS NAME: <i>Chojnacki Co Inc</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV041646</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Arthur Chapman</i>	TELEPHONE <i>778 7599</i>	DATE <i>1-31-12</i>
TITLE <i>President</i>	FEIN <i>20-5312015</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DNRB12088

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11

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

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 TYPE NAME/ADDRESS HERE

Chojnacki Construction Inc
P. O. Box 22
Hamlin, WV 25523

SHIP TO

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PARKS & RECREATION SECTION
324 4TH AVENUE
SOUTH CHARLESTON, WV
25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/13/2011				

BID OPENING DATE: **01/26/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DNRB12088 ***** TOTAL:						<u>263,875.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Charles Chojnacki</i>	TELEPHONE 778 7599	DATE 1-31-12
TITLE <i>President</i>	FEIN 10-5312075	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Lincoln, TO-WIT:

I, Andrew Chojnacki, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Chojnacki Co Inc; and,
(Company Name)
- 2. I do hereby attest that Chojnacki Co Inc
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Chojnacki Co Inc
(Company Name)

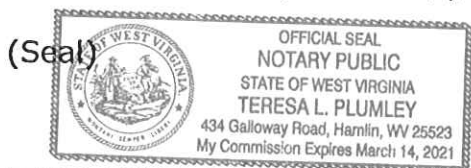
By: Andrew Chojnacki

Title: President

Date: 1-30-12

Taken, subscribed and sworn to before me this 30th day of January 2012

By Commission expires March 14, 2021



Teresa L Plumley
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Chojnacki Co Inc

Authorized Signature: Chojnacki Date: 1-30-12

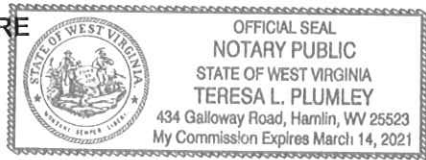
State of W.V.A

County of Lincoln, to-wit:

Taken, subscribed, and sworn to before me this 30th day of January, 2012

My Commission expires March 14, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC Teresa L Plumley



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

**Request for
 Quotation**

REQ NUMBER:
 DNRB12088

PAGE:
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

VENDOR

CHOJNACKI CONSTRUCTION INC.
 P. O. BOX 22
 HAMLIN, WV 25523

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
01/19/2012				
BID OPENING DATE: 01/31/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	GAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED REQUEST FOR SUBSTITUTION AND AGENCY RESPONSE.						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Arthur Chynoweth</i>	TELEPHONE 778-7599	DATE 1-31-12
TITLE President	FEIN 70-531-2075	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFP, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED VENDOR

WEST VIRGINIA DIVISION OF NATURAL RESOURCES
CANAAN VALLEY STATE PARK
SNOW MAKING RAW WATER MAIN
TUCKER COUNTY, WEST VIRGINIA

CONTRACT NO. 6

JANUARY 13, 2012

ADDENDUM NO. 2

A. REQUEST FOR SUBSTITUTION

1. PIPE

Request:

Can 6" DR-11 HDPE pipe be used in lieu of 6" PVC?

Response:

6" DR-11 HDPE may NOT be used in lieu of 6" PVC.
Refer to technical clarifications in Addendum No. 1 for
acceptable alternate materials and sizes.

B. CONSTRUCTION

Limit the area of disturbance to no more than 20' width along the pipeline route.

End of Addendum

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).



WEST VIRGINIA DIVISION OF NATURAL RESOURCES
 CANAAN VALLEY STATE PARK
 SNOW MAKING RAW WATER MAIN
 TUCKER COUNTY, WEST VIRGINIA

CONTRACT NO. 6

JANUARY 6, 2012

TECHNICAL CLARIFICATIONS

A. GENERAL

1. All electrical connections must be completed by a licensed Master Electrician.
2. At the Contractor's option, 8" SDR-11 HDPE may be utilized in lieu of 6" PVC DR-18. Payment for installation of HDPE will be made per LF based on the 6" PVC Raw Water Main Pipe pay item. Material and installation shall be as provided in the Detail Specifications.
3. At the Contractor's option, wet area crossings may be installed via Horizontal Directional Drill Method in lieu of Open Cut. Payment for wet area crossings will be made as indicated on the bid form regardless of installation method. Payment will be made only for the pipe within the limits of wet areas. Any pipe installed via Horizontal Directional Drill outside of wet areas shall be paid for as part of the 6" PVC Raw Water Main pay item. Material and installation shall be as provided in the Detail Specifications.

B. DETAIL SPECIFICATIONS

1. Add the following to specification section 022668, 2.2, as item D.

HDPE Pipe: High Density Polyethylene (HDPE) pipe may be used in lieu of PVC. Acceptable HDPE shall be nominal 8" IPS or DIPS, SDR 11, Class 160 when used in place of 6" C-900 PVC. Pipe material shall be high-density polyethylene, PE 3408, manufactured in accordance with ASTM D2239. Pipe shall be black, with a green stripe extruded longitudinally. All pipe and fittings shall be butt heat fusion welded. Transitions to fittings or other pipe materials shall be with a fused HDPE MJ adapter.

2. Add the following to specification section 022668, 3.1, as item I.

On each day butt fusions are to be made, the first fusion of the day shall be a trial fusion. The trial fusion shall be allowed to cool completely, and then fusion test straps shall be cut out. The test strap shall be 12" or 30 times the wall thickness in length (minimum) and 1" or 1.5 times the wall thickness in width as a minimum. Bend the test strap until the ends of the strap touch. If the fusion fails, a new trial fusion shall be made, cooled completely and tested. Butt fusion of pipe to be installed shall not commence until a trial fusion has passed the bent strap test. Socket and saddle fusions shall be tested by a bent strap test described by the pipe manufacturer. The pipe manufacturer shall provide visual guidelines for inspecting the butt, saddle and socket fusion joints

200 Sixth Avenue
 St Albans, WV 25177
 304.727.5501
 fax 304.727.5580

Buckhannon, WV
 Martinsburg, WV

www.chapttech.com



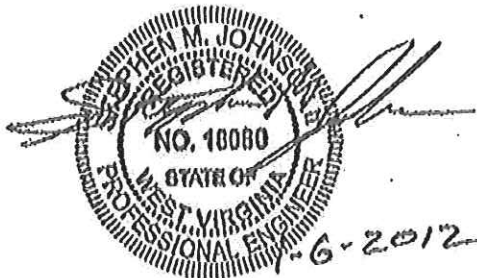
Canaan Valley State Park
Contract No. 6 Technical Clarifications
Page 2 of 2

C. DRAWINGS

- 1. The attached detail A1 shall be incorporated as part of the Contract Documents.
- 2. Modify Sheet W-9 as follows:
 - a. The electrical circuit shown connecting to the RTU in Existing Pump Station No. 1 and Existing Pump Station No. 2 shall terminate with a 15 Amp spec grade electrical outlet mounted in a wall mount housing. The RTU's will be provided with a standard wall plug.
 - b. Delete all items listed under Snow Making Pump Station Scope of Work. This information is provided on the attached detail A1.
 - c. The conduit utilized for the RTU antenna cable at all Pump Stations shall be 1.5" galvanized steel utilizing long radius bends. Other conduit may be ridged PVC or Galvanized Steel at the Contractor's option.
 - d. Submersible Level Transducers shall be used in lieu of Ultrasonic Level Transducers as indicated on the Drawings.
 - e. The following notes apply to detail A1:
 - 1. All horizontal conduit runs shall be attached to metallic roof trusses.
 - 2. Roof truss height +/- 10' A.F.F.
 - 3. Suspend submersible level transducer with stainless steel chain attached to existing future pump space cover.
 - 4. Clear well depth +/- 26' deep below finished floor. Suspend submersible transducer approximately 3" above finished floor.

END

CHAPMAN TECHNICAL GROUP



Stephen M. Johnson, PE
Project Engineer

SOON APPROACH SOON BEHIND
ARCHITECTURE / INTERIOR DESIGN
ENVIRONMENTAL ENGINEERING / SITE DEVELOPMENT
LANDSCAPE ARCHITECTURE / SURVEYING



WEST VIRGINIA DNR - PARKS & RECREATION
 CANAAN VALLEY STATE PARK
 Snow Making Raw Water Main

PRE-CONSTRUCTION CONFERENCE ATTENDANCE LIST
 December 29, 2011 @ 10:00 A.M.



Name	Company	e-mail	Phone No.	Fax No.
Rick Lemstel	Utl Contracting	lemstel_rick@yahoo.com	304-551-1614	304-285-5592
Howard Hanger	Triple H Const.		304-536-2680 304-1031-1991 304-1031-5475	
DAVID WARE	DEKUISE CONST. CORP.	OPAL@CWSTE.COM	(304) 291-6715	(304) 291-6975
Mike Jarrett	MJ. Haas Properties Inc.	mike.jarrett1805@yahoo.com	(304) 545-0408	
Andrews Chojnacki	Chojnacki's Cos Inc	Al@Chojnacki.com	304-778-7599	304-778-3299
Rouise Bowling	EASTERN TRAK	EASTERNTRAK@PRODIGY.NET	304-324-2692	304-324-8692
Dale Legg	Danhill Construction Co.	rdanhill@hotmail.com	304-632-1600	304-632-1501
Dick & Day	Contracting Inc	DC@contractinginc.com	304-739-4897	304-739-4401
Bill Roynard	CHASE & BURNED TRON INC	cebsinc@frontier.com	304-329-1550	304-329-1571
JC Linkinogor	Wiseman Construction Co, Inc	JLinkinogor@wisemanconst.com	304-344-220 X212	304-344-1281
Bryan Reese	Rao Contracting Inc.	Fulloa3@aol.com	304-622-2400	304-622-2410
Mike Hoffman	Jimmy Mann Excavating	mihoffm@jimmydunnexcavating.com	304-984-3816	304-984-0319
Frank Volites	T F Allen Co.	A.Shoar@TFAllen.com	304-470-8805	304-472-8890
SCOTT SMITH	A.L.L. Construction, Inc	Steve.S2a@aol.com	304-693-7131	304-693-7199



WEST VIRGINIA DNR - PARKS & RECREATION
CANAAH VALLEY STATE PARK
Snow Making Raw Water Main

PRE-CONSTRUCTION CONFERENCE ATTENDANCE LIST
December 29, 2011 @ 10:00 A.M.



Name	Company	e-mail	Phone No.	Fax No.
Gary Tinsley	Robert Berger Exc.	bittelexe@gmail.com	304-334-6326	361-334-6326
Trace Caswell	Melvin's Inc	welsh@melvins.com	346-0763	343-5498
Heath Vance "Guest"	Vance construction inc	hvac@vanceconstruction.com	304-456-4509	456-4510
Mickel Faruqi	Capital Valley Contracting	mickel@capital-valley.com	304-437-4505	304-965-2223
Tomás Caseres	ASPEN CORPORATION	tomasc@aspen-golf.com	304-763-4573 412-977-7508	304-763-4591
Tracy Curtis	Green River Group	tracycurtis@yahoo.com	304-203-4423	304-594-3992
MARK PACE	Johns P. Pace's Inc	mpace@johnspaces.com	304-313-2607	412-655-1105
MARK LESCIE	WV DNR			
Debbie Deming	WV DNR	debbie.d.deming@wv.gov	304-637-0300	304-637-0303



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
 DNRB12088

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

Chojnacki Construction Inc
 P. O. Box 22
 Hamlin, WV 25523

SHIP TO

DIVISION OF NATURAL RESOURCES
 PARKS & RECREATION SECTION
 324 4TH AVENUE
 SOUTH CHARLESTON, WV
 25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/17/2012				

BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE:						
1) THE ATTACHED MANDATORY PRE-BID MEETING MINUTES. MINUTES.						
2) REVISED FORM OF PROPOSAL PAGES FP-1 TO FP-5.						
3) TECHNICAL CLARIFICATIONS DATED 01/06/2012						
4) DRAWING: EXISTING SNOW MAKING PUMP STATION PLAN.						
5) MANDATORY PRE-BID SIGN IN SHEET.						
AND TO EXTEND THE BID OPENING DATE AND TIME TO: 01/31/2012 AT 1:30 PM						
***** END ADDENDUM NO. 1 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Charles Chojnacki</i>	TELEPHONE 778-7599	DATE 1-31-12
TITLE President	FEIN 20-5312075	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.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).



Canaan Valley State Park
 Contract No. 6
 Snow Making Raw Water Main
 RFQ DNRB12088
 Pre-Bid Meeting Minutes
 12-29-2011

Clarifications noted in Bold Italics

Introductions:

Owner – West Virginia DNR, Division of Parks and Recreation
 Brad Leslie, PE, Assistant Chief, WV DNR
 Debbie Demyan, Project Manager / Engineer, WVDNR
 Don McFarland, Park Ranger, Canaan Valley State Park

Engineer - Chapman Technical Group
 Mike Johnson, PE

Brad Leslie Reviewed the attached Pre-Bid Meeting Checklist.
 Specific items of relevance were noted as follows:

Sign-In Sheet: Must sign attendance sheet for bid to be opened.

RFQ (Bid Package): Must be obtained by contacting:

Frank Whittaker, Senior Buyer
 West Virginia Purchasing Division
 2019 Washington Street, East
 Charleston, WV 25305
 Phone: 304-558-4115

Bidders must be registered with WV Division Purchasing to submit a bid.
 Specific documentation is required with the bid and is detailed in the RFQ.

Last Day for Questions: January 2, 2012. All questions should be directed to Purchasing.



Canaan Valley State Park
 Snow Making Raw Water Main
 RFQ DNRB12088
 Pre-Bid Minutes
 December 29, 2011
 Page 2 of 3

Requests for substitutions can only be made from prime contractors who have signed the attendance sheet for today's meeting.

Bid Opening: January 26, 2012 1:30 PM,
 Department of Administration
 Purchasing Division
 Building 15
 2019 Washington Street, East
 Charleston, WV 25305-0130

Form of Proposal & Basis of Award: It was discussed that a Form of Proposal was not issued in the purchasing RFQ and would likely be issued as part of an addendum; however, it is contained in the Project Manual. There was some discussion with respect to the basis of award at the meeting. **Clarification: The contract will be awarded based on the Total Base Bid. The Total Base Bid does not necessarily have to be the sum of the unit price items listed above. The unit price items will serve as adjustment in the Contract Sum should estimate quantities differ from actual installed quantities.**

Mike Johnson, CTG, noted the importance of reading the Project Specification book prior to preparing bids, and particularly section 01150 - Measurement and Payment to understand what is included with each unit price item.

Brad Leslie, WV DNR, cautioned bidders to have bonding companies read specific bid bond instructions in the RFQ, as purchasing has rejected bids in the past due to the Bid Bond being incorrectly filled out.

Communication with the Contractor would be through Mike Johnson, CTG, who would communicate to Debbie Demyan, WV DNR, for official changes in work. Site access would be generally coordinated with Don McFarland, WV DNR.

Project Description: Approximately 7,300 LF of 6" PVC water main; 125 LF of 12" Steel Casing installed via Bore & Jack; Install remote telemetry units in three existing pump stations; Modify piping in one existing pump station. There are pay items for crossing of wet areas.

A question was asked if HDPE would be allowed for horizontal directional drill installation through wet areas and/or in lieu of PVC for open cut installation. This will be addressed in an Addendum.

Brad Leslie, WV DNR, noted several contracts for differing work would be proceeding concurrently, and the successful bidder would need to be aware and coordinate with adjacent contractors.

Canaan Valley State Park
Snow Making Raw Water Main
RFQ DNRB12088
Pre-Bid Minutes
December 29, 2011
Page 3 of 3

Brad Leslie, WV DNR, noted that prevailing wage rates would apply to this project.

A question was asked whether any buy American provisions / ARRA documentation was required. Mike Johnson, CTG, noted the project was not ARRA funded; however, in the purchasing RFQ there was language with respect to material origin preferences.

Generally, there is no working hour restrictions or work sequencing requirements. However, it was noted a small portion of the work takes place on the golf course, so the Contractor would be required to coordinate with the golf course staff. As such, there may be specific dates where the contractor may not be allowed to work in this area.

Mike Johnson, CTG, noted that there is a permitted size of waste site area noted in the Environmental Notes on the Project Drawing's detail sheets. Upon award of the Contract, the Contractor shall notify the Engineer of the location of the waste site. The size of the waste site should not exceed what is indicated on the detail sheet.

Notice to Proceed: Will be delayed until spring.

Addenda: Today's meeting minutes, attendance sign in sheet, and any technical clarifications necessary will be issued via Addendum. All Addenda should be acknowledged on the Bid form for the bid to be accepted by Purchasing.

Site Access: Bidders were encouraged to view the site as required to become familiar with conditions any time after today's meeting. Brad Leslie, WV DNR, noted that since the work is within State Park boundaries no specific permission is required to enter the site. Should access be needed to areas that are specifically restricted to the public contact Don McFarland (304-940-2892).

Site Tour: After the meeting, meeting attendees visited the Golf Course Maintenance Facility, which is within view of the existing pump station where the new water main will begin. The attendees then drove to the Skid Area Maintenance Facility which is within view of the existing ponds where the new water main will end.

END

Canaan Valley Resort State Park
 Ski Area Improvements Project
 Contract 6 - Snow Making Raw Water Main
 DIVISION OF NATURAL RESOURCES

Revised per Addendum No.1

FORM OF PROPOSAL

Name of Bidder:

Chojnacki Co Inc

Address of Bidder:

Po Box 22
 Hamlin WV
 25523

Phone Number of Bidder:

304 778-7599

WV Contractors License No.

WV 041646

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
Contract No. 6

The project generally consists of installation of 7,300 LF of 6" PVC raw water main; 125 LF of 12" steel casing pipe-bore and jack installation; air release valve vaults; and wireless, internet based pump control system. The work is identified as Contract No. 6 - Canaan Valley Resort State Park. The cost for the work shall be as itemized below. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

Canaan Valley Resort State Park
Ski Area Improvements Project
Contract 6 - Snow Making Raw Water Main
DIVISION OF NATURAL RESOURCES

Revised per Addendum No.1

FORM OF PROPOSAL

Amounts to be shown in both words and figures. In case of a discrepancy, the amount in words shall govern.

<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u> <u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u> <u>IN FIGURES</u>	<u>TOTAL PRICE</u> <u>IN FIGURES</u>
7,300	L.F.	6" PVC Raw Water Main Pipe <u>fifteen</u> Dollars and <u>0</u> Cents	\$ <u>15.00</u>	\$ <u>109,500</u>
50	L.F.	Stream Crossing <u>fifty</u> Dollars and <u>0</u> Cents	\$ <u>50.00</u>	\$ <u>2500</u>
230	L.F.	Wet Crossing Pipe (Class B bedding w/native topsoil) <u>fifty</u> Dollars and <u>0</u> Cents	\$ <u>50.00</u>	\$ <u>11,500</u>
125	L.F.	12" Steel Casing Pipe Bore & Jack Installation <u>one hundred twenty five</u> Dollars and <u>0</u> Cents	\$ <u>125.00</u>	\$ <u>15,625</u>
5	EA.	Air Release Valve Vault Assembly <u>four thousand</u> Dollars and <u>0</u> Cents	\$ <u>4000</u>	\$ <u>20,000</u>
1	EA.	Water Main Connection No. 1 <u>thirty five hundred</u> Dollars and <u>0</u> Cents	\$ <u>3500</u>	\$ <u>3500</u>
15	L.F.	Type 'C' Trench Restoration <u>fifty</u> Dollars and <u>0</u> Cents	\$ <u>50.00</u>	\$ <u>750</u>
1	EA.	6" Gate Valve Assembly <u>one thousand</u> Dollars and <u>0</u> Cents	\$ <u>1000</u>	\$ <u>1000</u>
1	L.S.	Pump Station Modifications <u>ninety thousand</u> Dollars and <u>0</u> Cents	\$ <u>90,000</u>	\$ <u>90,000</u>

Canaan Valley Resort State Park
Ski Area Improvements Project
Contract 6 - Snow Making Raw Water Main
DIVISION OF NATURAL RESOURCES

Revised per Addendum No.1

FORM OF PROPOSAL

QTY.	UNIT	DESCRIPTION UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
70	S.F.	Asphalt Restoration fifty Dollars and 0 Cents	\$ 50.00	\$ 3500
1	LS.	Rip Rap Outfall one thousand Dollars and 0 Cents	\$ 1000	\$ 1000
1	LS.	Audio Video Color Taping five thousand Dollars and 0 Cents	\$ 5000	\$ 5000

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

263,875.00

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

two hundred sixty three thousand eight hundred seventy five dollars and zero cents.

Unit Prices shall be used solely for the formulation of any Change Orders requested subsequent to the award of the Contract. They shall not be calculated into the Base Bid in any manner when determining award of the Contract.

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.

Canaan Valley Resort State Park
Ski Area Improvements Project
Contract 6 - Snow Making Raw Water Main
DIVISION OF NATURAL RESOURCES

Revised per Addendum No.1

FORM OF PROPOSAL

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 \$250 per day.

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

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

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-1997 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
1	1-17-12
2	1-19-12

Canaan Valley Resort State Park
Ski Area Improvements Project
Contract 6 - Snow Making Raw Water Main
DIVISION OF NATURAL RESOURCES

Revised per Addendum No. 1

FORM OF PROPOSAL

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

Respectfully submitted:

Date:

1-31-12

WV Vendor
Registration Number:

By: (signature in ink)

Arthur Chojnacki

Title:

President

Firm Name:

Chojnacki Co Inc

Firm Address:

Po Box 22
Hamlin WV 25523