



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  
 DNRB121.08

PAGE  
 1

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

**VENDOR**  
 Jimmy A. Dunn Excavating Company  
 PO Box 13335  
 Sissonville, WV 25360

**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
02/06/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		068-42	\$4,995,000.00	\$4,995,000.00
GENERAL CONSTRUCTION  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR SNOW MAKING IMPROVEMENTS FOR THE CANAAN VALLEY RESORT SKI AREA IN DAVIS, WEST VIRGINIA.  MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 02/16/2012 AT 10:00 AM, AT THE CANAAN VALLEY RESORT MAIN 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.  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.  ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Hoffman</i>	TELEPHONE (304) 984-3246	DATE 03/15/12
TITLE President	FAX 55-0614723	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](http://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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304-558-2316

VENDOR

Jimmy A. Dunn Excavating Company  
 PO Box 13335  
 Sissonville, WV 25360

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

DATE PRINTED 02/06/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 03/15/2012		BID OPENING TIME 01:30PM		

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<p>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 02/22/2012 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>BIDDING DOCUMENTS CONSIST OF THE REQUEST FOR QUOTATION, PLANS AND SPECIFICATIONS.</p> <p>REQUEST FOR QUOTATION MAY BE OBTAINED BY CONTACTING:          FRANK WHITTAKER, SENIOR BUYER          WV PURCHASING DIVISION          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305          TELEPHONE: 304-558-2316</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED FOR A NON-REFUNDABLE COST \$50.00 PLUS SHIPPING AND HANDLING BY CONTACTING:          CHAPMAN TECHNICAL GROUP          200 SIXTH AVENUE          ST. ALBANS, WV 25177          TELEPHONE: 304-7275501</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>						

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<p>EXHIBIT 5</p> <p>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.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>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.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR TUCKER COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST</p>						

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President	55-0614723	

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<p>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>(XX) 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 ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF</p>						

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THE SUCCESSFUL VENDOR.						
REV. 11/00						
EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS						
<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p>						
IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE						

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<p>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 &amp; 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 BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY AL</p>						

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<p>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 February 27, 2012</p> <p>NO. 2 March 2, 2012...</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE 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</p>						

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CRAL 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.  <i>Michael Hoffman</i> ..... SIGNATURE Jimmy A. Dunn Excavating Company ..... COMPANY March 15, 2012 ..... DATE  REV. 11/96  CONTRACTORS LICENSE  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.  WEST VIRGINIA STATE CODE 21-11-1.1 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.  BIDDER TO COMPLETE:  CONTRACTORS NAME: Jimmy A. Dunn Excavating Company .....  CONTRACTORS LICENSE NO.: WV000709 .....						

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

VENDOR

Jimmy A. Dunn Excavating Company  
 PO Box 13335  
 Sissonville, WV 25360

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
02/06/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Hoffman</i>	TELEPHONE (304) 984-3246	DATE 03/15/12
TITLE President	FEIN 55-0614723	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  
 DNRB12108

PAGE  
 10

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

VENDOR

Jimmy A. Dunn Excavating Company  
 PO Box 13335  
 Sissonville, WV 25360

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02/06/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: 44 REQ. NO.: DNRB12108 BID OPENING DATE: 03/15/2012 BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 984-0319 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Michael Hoffman -----  ***** THIS IS THE END OF RFQ DNRB12108 ***** TOTAL: \$4,995,000.00						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Hoffman</i>	TELEPHONE (304) 984-3246	DATE 03/15/12
TITLE President	FEIN 55-0614723	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 4 - Snow Making System Improvements  
DIVISION OF NATURAL RESOURCES**

**INVITATION TO BID-1**

The Division of Natural Resources, Parks and Recreation, requests bids for snow making system improvements for the Canaan Valley Resort State Park Ski Area. Project consists of installation of 4,200 LF of 4" steel water pipe; 12,400 LF of 6" steel water pipe; 9,750 LF of 8" steel water pipe; 2,550 LF of steel water pipe; 5,160 LF of 2" steel water pipe; installation of eight (8) valve houses; 5,050 LF of fan gun wiring; 5,500 LF of communication wiring; installation of twenty (20) fan gun pedestals; booster pump house renovation; installation of five (5) fan snow guns, sixty (60) low air tower snow guns and posts, the upgrade of twenty-four (24) Ratnik snow guns; and other incidental work as described in the drawings and specifications.

Sealed bids will be received until a time and date indicated on the Request for Quotations issued by the West Virginia State Purchasing Division, at the West Virginia State Purchasing Division, 2019 Washington Street, East, Capitol Complex, Charleston, West Virginia.

A mandatory Pre-Bid Conference will be held at a time and date indicated on the Request for Quotations, at the project site at the Main Lodge at Canaan Valley Resort State Park.

No bids will be considered from other than those present at the Pre-Bid Conference.

The bidding documents consist of the Request for Quotations, plans and specifications.

Request for quotations may be obtained by contacting:

Frank Whittaker, Senior Buyer  
Finance and Administration, Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2316 Ext. 218

Plans and specifications may be obtained for a non-refundable deposit of \$50.00, plus shipping and handling for sets that are mailed, by contacting:

Chapman Technical Group  
200 Sixth Avenue  
St. Albans, West Virginia 25177  
Telephone: 304-727-5501

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 180 consecutive calendar days following receipt of the Owner's written



**Canaan Valley Resort State Park  
Ski Area Improvements Project  
Contract 4 - Snow Making System Improvements  
DIVISION OF NATURAL RESOURCES**

**INVITATION TO BID-2**

---

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 A201-2007 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.

Canaan Valley Resort State Park  
 Ski Area Improvements Project  
 Contract 4 - Snow Making System Improvements  
 DIVISION OF NATURAL RESOURCES

INFORMATION FOR BIDDERS-1

### 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,

Canaan Valley Resort State Park  
 Ski Area Improvements Project  
 Contract 4 - Snow Making System Improvements  
 DIVISION OF NATURAL RESOURCES

INFORMATION FOR BIDDERS-2

- without a written item by item comparison of the significant qualities of each product will not be considered a complete submission.
- 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, Jimmy A. Dunn Excavating Company  
of P. O. Box 13335, Sissonville, WV 25360, as Principal, and Ohio Farmers Insurance Company  
of One Park Circle, Westfield Center, OH, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblgee, in the penal sum of Five Percent of the total 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  
DNRB12108: Contract 4 - Snow Making Improvements for the Canaan Valley Resort Ski Area  
Davis, WV

**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 Oblgee 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 15th day of March, 2012.

Principal Corporate Seal

Jimmy A. Dunn Excavating Company  
(Name of Principal)  
By Michael Hoffman  
(Must be President or Vice President)  
President  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)  
[Signature]  
Attorney-in-Fact

**IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.**



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/09/07, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752402 00

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 A. L. STANCHINA, C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, ROSEANN B. DYE, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN M. HUBBARD-SHERROD, 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 09th day of MAY A.D., 2007.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Richard L. Kinnaird, Jr.

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

State of Ohio County of Medina ss.:

On this 09th day of MAY A.D., 2007, 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



Signature of 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 15th day of March A.D., 2012



Signature of Frank A. Carrino Secretary



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

STATE OF West Virginia

COUNTY OF Kanawha, TO-WIT:

I, Michael Hoffman, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Jimmy A. Dunn Excavating Company; and,  
(Company Name)
- 2. I do hereby attest that Jimmy A. Dunn Excavating Company  
(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.

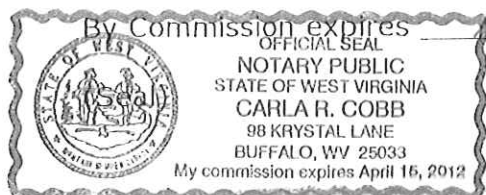
Jimmy A. Dunn Excavating Company  
(Company Name)

By: Michael Hoffman

Title: President

Date: March 15, 2012

Taken, subscribed and sworn to before me this 15th day of March, 2012.



Carla R. Cobb  
(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.**

RFQ No. DNRB12108

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 owned 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: Jimmy A. Dunn Excavating Company

Authorized Signature: Michael Hoffman Date: March 15, 2012

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 15th day of March, 2012.

My Commission expires April 15, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC Carla R. Cobb





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

# Request for Quotation

RFO NUMBER
DNRB12108

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Jimmy A. Dunn Excavating Company  
 PO Box 13335  
 Sissonville, WV 25360

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
02/27/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO:						
1) PROVIDE THE ATTACHED PRE-BID CONFERENCE NOTES.						
2) PROVIDE THE ATTACHED TECHNICAL CLARIFICATIONS.						
3) PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET						
***** END ADDENDUM NO. 1 *****						
C001	1	LS		968-42	\$4,995,000.00	\$4,995,000.00
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNRB12108 ***** TOTAL: \$4,995,000.00						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Michael Hoff</i>	(304) 984-3246	03/15/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0614723	

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



Canaan Valley Resort State Park  
Ski Area Improvements Project  
Contract 4 – Snow Making System Improvements  
Requisition DNRB12108  
Addendum No. 1  
February 23, 2012

1. List of attendees of the pre-bid meeting are attached.
2. Notes from pre-bid conference are attached.
3. Technical Clarifications are attached.
4. The time of completion is 180 days. All work shall be completed and ready for testing no later than November 30, 2012. Equipment testing shall commence as soon thereafter as weather permits.

5. Pre-Bid Meeting Corrections / Clarifications:  
The following represent additional clarifications or corrections to items discussed at the pre-bid meeting which is contained in the pre-bid conference notes. The information listed below will be the official interpretation and part of the contract documents as part of this addendum.

Q. Will the pipe and snow gun be furnished by the Owner?

A. No pipe will be furnished by the Owner. The Contractor will supply new snow guns and hydrants as well as be responsible for refurbishing existing snow guns, and connecting existing hydrants to new air and water pipes. Specific quantities and requirements are contained in the project manual.

Q. How will the work by other contractors in the ski school area be coordinated with work of this contract?

A. Refer to sheet 00 for sequence of construction notes. The Contractor shall coordinate the installation of this work with the work of other Contractors. The Contractor shall fine grade, seed, and mulch and otherwise repair finished work of other Contractors where disturbed. Contractor shall use seed mix as designated by the Architect.

Q. Is there a line item for the pump house renovation?

A. No. The cost of the pump house renovations shall be included in the total Base Bid amount. ***The contract will be awarded based on the Total Base Bid. The Total Base Bid should incorporate the entire cost of work and 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.***

6. Roof work shall require a 2-year maintenance bond.
7. Blasting shall be permitted in accordance with Specification Section 02210, paragraph 3.1.E.

Contract 4 - Snow Making System Improvements  
Addendum No. 1  
Page 2 of 2

8. Questions received by bidders and corresponding answers are listed below.

Q. How should the 12" bore and jack be priced?

A. The 12" bore and jack is included in the total base bid amount. Refer to questions and answers of item 5 above.

Q. How should the removal of existing valve and vault be priced?

A. removal of existing valve and vault is included in the total base bid amount. Refer to questions and answers of item 5 above.

Q. Since this is a State owned project, is this project exempt from state sales tax?

A. No. State sales taxes DO apply.

9. Bidders should indicate receipt of this addendum in the space provided on the Request for Quotation.

-- end of addendum --

**Canaan Valley Resort State Park  
Ski Area Improvements Project  
Contract 4 – Snow Making System Improvements  
Requisition DNR B12108**

**Pre-Bid Conference Notes  
February 16, 2012**

1. Debbie Demyan reviewed bidding requirements, emphasizing the following:
  - Mandatory pre-bid, bidders must sign in.
  - Reviewed instruction to bidders. Bidders must follow bidding requirements of the RFQ.
  - Reviewed bid opening date, time and place.
  - Reviewed procedure for issuing addenda.
  - Reviewed insurance and bond requirements.
  - Reviewed Owner's line of contract administration authority.
  - Reviewed contract completion time.
  - Reviewed liquidated damages.
  - Reviewed process for requesting substitutions. Requests must come from bidders attending the pre-bid conference and should be submitted to Frank Whittaker.
2. The deadline for technical questions is February 22, 2012. Technical questions must be submitted to Frank Whittaker.
3. Joe Bird reviewed the technical aspects of the project and reviewed the bid form.
4. The following questions and answers were discussed:

Question: Can U.S. ductile iron pipe be substituted for the steel pipe specified?

Answer: Substitution requests will be considered if properly submitted before the deadline for technical questions.

Question: How will the work by other contractors in the ski school area be coordinated with work of this contract?

Answer: It is likely that the snow making system for the new ski school/beginners slope area will need to be the last part of the contract performed. Coordination with other contractors will be required. The issue will be addressed by addendum.

Question: Can the electrical work be in the same trench as the piping?

Answer: Specification Section 02669, Snow Making Systems, paragraph 3.1.2.d indicates that secondary wiring can be placed in the same trench as the piping with a 12-inch separation and warning tape over the electrical line.

Question: Will blasting be permitted?

Answer: This will be addressed by addendum.

Pre-Bid Conference Notes  
February 16, 2012  
Page 2 of 2

Question: Is tree removal required?

Answer: Most of the work is outside of tree lines; however, if tree removal is required to perform the work of the contract, the Contractor shall be responsible for the cost of tree removal.

Question: What is the distance from the tree line to the pipe line installation.

Answer: Existing and new hydrants are located near the tree line. New snow making piping is located nominally 20 feet from the hydrants.

Question: Is there a line item for the pump house renovation?

Answer: This will be addressed by addendum.

Question: Will the pipe and snow gun be furnished by the Owner?

Answer: No, all pipe, snow guns, and any other materials required for the project shall be furnished and installed by the Contractor.

5. At the conclusion of the pre-bid conference, the bidders declined the offer to tour the project site because it is currently snow covered.

-- end of meeting notes --



WEST VIRGINIA DIVISION OF NATURAL RESOURCES  
 CANAAN VALLEY STATE PARK  
 SNOW MAKING SYSTEM IMPROVEMENTS  
 TUCKER COUNTY, WEST VIRGINIA

CONTRACT NO. 4

FEBRUARY 23, 2012

**TECHNICAL CLARIFICATIONS**

**A. GENERAL**

1. The bore and jack road crossing shown on sheet SM2 is crossing a WV DOH road. The Right-of-Way width is 30'. The owner has obtained a permit from the WV DOH for the work. The contractor will be required to coordinate with and contact the WV DOH prior to work within the R/W.
2. Magnesium anodes as noted throughout the drawings and specifications will NOT be required where the Contractor elects to utilize DIP mains. Anodes WILL be required where the Contractor elects to utilize Steel air mains.

**B. SPECIFICATIONS**

1. Replace Paragraph D of specification section 01150, 1.2 with the following:

*All incidental costs required for a complete and operational snowmaking system which are not specifically called out in the Form of Proposal shall be included by the Contractor in the total cost of the Bid. Such items include, but are not limited to, work indicated on the plans and specifications, sediment and erosion control measures, dewatering, bypass pumping and flow control, temporary facilities required to maintain service, coordination with local authorities and utility owners, disposal of excess materials, etc.*

2. Remove paragraph C from specification section 11220, 1.4 in its entirety.
3. Replace paragraph A in specification 11220, 2.4 with the following:

*Provide hand wheel geared operators with position indicators for all butterfly valves.*

4. Replace item 3.1-2.g of specification section 02669 with the following:

*Final backfill elevation over the piping shall be, at minimum, flush with existing grade and shall not exceed a maximum of 6" crown above grade and free of rocks greater than 6" diameter.*

5. Replace item 2.1-B-4 of specification section 02210 with the following:

*All material shall be less than 3" in size.*

6. Remove, replace, or edit items as indicated in specification 16420 as follows:

700 Sixth Avenue  
 St. Albans, WV 25177  
 304.727.5501  
 FAX 304.727.5580

*Remove item 2.4-I-2 in its entirety.*

*Remove item 2.4-K in its entirety.*

*Remove item 2.4-M in its entirety.*

Buckhannon, WV  
 Martinsburg, WV

www.chaptach.com



Canaan Valley State Park  
 Contract No. 1 Technical Limitations  
 Page 2 of 3

Add the following to item 2.4-Q:

*Readouts may be part of manufacturer supplied keypad/display*

Replace item 2.4-R with the following:

*Integral Disconnecting Means: NEMA KS 1, non-fusible switch with lockable handle.*

Remove item 2.6-C in its entirety.

Replace item 2.6-E with the following:

*Elapsed Time Meters: Heavy duty with analog readout in hours.*

Remove item 2.4-F in its entirety.

Remove item 2.4-G in its entirety.

Add the following to items 2.4-H and 2.4-I:

*Provide external relays only if features are NOT integral to the Variable Frequency Drive.*

7. Replace item 2.2-A of specification section 16442 with the following:

*Enclosures: Surface-mounted cabinets as indicated. NEMA PB 1, Type 3R or 4 for Damp or Wet Locations.*

8. Add the following as item 2.1-3 to specification section 02669:

*Acceptable Alternate Water Pipe Materials: Ductile-Iron Snow Pipe 4 Inches and Larger: Pipe-Class PN40, rated for pressures up to 580 psi.*

- A. *Manufacturer: Snow Pipe-Division of US Pipe or engineer approved equal*
- B. *Interior Lining: Cement mortar with asphalt coating, NSF-61 approved.*
- C. *Exterior Coating: Asphalt*
- D. *Gasket: VRS-T rubber gasket*
- E. *Joints: VRS-T restrained joint compatible with pressures seen in PN40 Pipe. Consists of ductile iron locking segments, inserted through a slot in the bell face, providing a positive axial lock between the bell interior surface and a weld bead on the spigot end of the pipe and provides 5° angular deflection. VRS-T joint clamping rings acceptable for use only on filed cut ends.*
- F. *Fittings shall be of same material, pressure classification, lining, and joint as pipe.*
- G. *Transition to 2" steel laterals shall be via factory installed 2" threaded outlet, or 2" side outlet tee and 2" PE plug with 2" NPT threaded outlet.*
- H. *Should the Contractor elect to utilize alternate pipe materials, they shall provide all necessary transition materials to connect to existing steel mains where indicated on the drawings. Materials shall be specifically designed for DIP to steel transitions and rated for a working pressure at least that of the pipe. Transition fittings and specials may, at the Engineer's discretion, require 10 mil polyethylene encasement per ANSI/AWWA C105/A21.5 where materials are not asphalt coated with SS hardware.*
- I. *Pipe may be utilized below grade, in valve houses, or pump station.*

9. Add the following as item 2.1-4 to specification section 02669:

*Acceptable Alternate Air Pipe Materials: Ductile-Iron Snow Pipe 4 Inches and Larger: Pipe-Class PN40, rated for pressures up to 580 psi.*

- A. *Manufacturer: Snow Pipe-Division of US Pipe or engineer approved equal*
- B. *Interior Lining: Asphalt*
- C. *Exterior Coating: Asphalt with PE 70 Epoxy at all gasket mating surfaces.*
- D. *Gasket: VRS-T rubber gasket*
- E. *Joints: VRS-T restrained joint compatible with pressures seen in PN40 Pipe. Consists of ductile iron locking segments, inserted through a slot in the bell face, providing a positive axial lock between the bell interior surface and a weld bead on the spigot end of the pipe and provides 5° angular deflection. VRS-T joint clamping rings acceptable for use only on filed cut ends.*
- F. *Fittings shall be of same material, pressure classification, lining, and joint as pipe.*
- G. *Transition to 2" steel laterals shall be via factory installed 2" threaded outlet, or 2" side outlet tee and 2" PE plug with 2" NPT threaded outlet.*
- H. *Should the Contractor elect to utilize alternate pipe materials, they shall provide all necessary transition materials to connect to existing steel mains where indicated on the drawings. Materials shall be specifically designed for DIP to steel transitions and rated for a working pressure at least that of the pipe. Transition fittings and specials may, at the Engineer's discretion, require 10 mil polyethylene encasement per ANSI/AWWA C105/A21.5 where materials are not asphalt coated with SS hardware.*
- I. *Pipe may be utilized below grade, in valve houses, or pump station.*

10. Add the following as item 2.1-5 to specification section 02669:

*Lateral Piping & Fittings (2" diameter): API 5L Grade X24 or ASTM Grade A53B. Pipe shall be Schedule 40. Fittings and connectors should be Extra Heavy wall thickness and may be welded or threaded. ALL THREADED CONNECTIONS, INCLUDING CONNECTIONS TO MAINS, SHALL BE PROTECTED WITH 10-MIL POLYETHYLENE ENCASEMENT PER ANSI/AWWA C105/A21.5.*

Sierra Valley Water Park  
 Contract No. 17-00000001  
 Page 1 of 5

11. Replace specification section 02669-3.1-6 with the following:

*Testing*

- a) *As sections of the steel air and water piping, or DIP air piping, system have been completed, they shall be pneumatically tested by the Contractor. The pneumatic test pressure shall be 110 psig. The Contractor shall supply all instruments and materials necessary to complete these tests. Tests shall be performed by plugging the end of each lateral prior to attaching hydrants.*
  - i. *The test pressure shall be held for at least 8 hours at relatively constant ambient temperature with no more than a 4 psig drop in gauge reading.*
- b) *DIP water main piping shall be hydrostatically tested. The pipes may be filled by utilizing the existing pumps in the compressor building. The Contractor shall provide necessary gauges, measuring device, pump, etc. to perform test.*
  - i. *Test pressure shall not vary by more than +-5 psi for the duration of the test. Test duration shall be for a minimum of 2 hours each test section.*
  - ii. *Completely expel all air from piping to be tested.*
  - iii. *Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe or any valved section thereof to maintain pressure within 5psi of the specified test pressure after the pipe has been filled with water and the air expelled. Leakage shall not be measured by a drop in pressure in a test section over a period of time.*
  - iv. *Pressure test shall not exceed 250 psi at the summit of the mountain, nor working pressure of the pipe (580 psi) at any point on the pipeline. Coordinate testing locations with Engineer for specific section test pressures.*

**Allowable Leakage per 1,000 LF of DIP**

Pipe Diameter, Inches:	4	6	8	10	12
Gallons Per Hour:	.56	.84	1.12	1.4	1.69

12. Edit specification section 02669-2.5 as follows:

*200 HP VFD with Nema Type 2 Wall mount enclosure*

13. Add the following as item 2.5-3 to specification section 02669:

*Refer to specification section 16420 for enclosure, accessory, and additional requirements.*

Mountain Valley State Park  
Contract No. 1 Technical Clarifications  
Page 10 of 11

**C. DRAWINGS**

1. Drawings SM4, SM5, and SM6. Replace notes 3, 4, and 7 with the following:
  3. All butterfly valves to be raised face, wafer type w/ geared hand wheel operators.
  4. All pipe to be steel or DIP, per specifications.
  7. Air piping to be painted yellow. Water piping to be painted blue.
  
2. Add the following to Note 6 on Drawings SM4, SM5, and SM6.
 

*Valve identification tags shall not be painted.*
  
3. Add the following note to the 2" DRAIN ASSEMBLY DETAIL on Drawing SM7:
 

*Welded steel threaded adapter to be carbon steel half coupling, X-heavy wall or Weldolet, or Engineer approved equal.*
  
4. Drawing SME:
  1. *Unless specifically noted otherwise, all interior electrical components shall be as specified for "Wet or Damp Locations".*
  2. *Aluminum conductors will be permitted for circuits "C" from transformer to panel MP, MP-5, and MP-6. All other circuits shall utilize copper conductors.*

**CHAPMAN TECHNICAL GROUP**



Stephen M. Johnson, PE  
Project Engineer

Vertical text on the right margin, possibly a scanning artifact or reference code.

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number DNRF 12108 Date 2/16/2012 Park Canaan Valley Contract 4

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEE IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

<p>Firm Name: <u>Chapman Technical Group</u>            Firm Address: <u>200 Sixth Avenue</u>  <u>St. Albans, NV 25177</u></p> <p>Representative Attending:  <u>TC Bird</u>            Phone Number: <u>304-727-5501</u>            Fax Number: <u>304-727-5580</u>            Email Address: <u>tbird@chapttech.com</u></p>	<p>Firm Name: <u>JF Allen Company</u>            Firm Address: <u>Po Box 2019</u>  <u>Beckhamsville WV 26201</u>  <u>R331 Red Rock Rd.</u></p> <p>Representative Attending:  <u>Bryan Boldron</u>            Phone Number: <u>304-478-8890</u>            Fax Number: <u>304-478-8897</u>            Email Address: <u>bboldron@jfallenco.com</u></p>
<p>Firm Name: <u>Deibel Laborers</u>            Firm Address: <u>3100 W. ST. W.</u>  <u>5207 KANE CITY CTAS BLDG</u></p> <p>Representative Attending:  <u>Steve Deibel</u>            Phone Number: <u>304-222-4776</u>  <u>301-473-7922</u>            Fax Number: <u>301-473-6550</u>            Email Address: <u>steve.deibel@deibel-laborers.com</u></p>	<p>Firm Name: <u>Dankoff Construction Co</u>            Firm Address: <u>Po Box 695</u>  <u>Gawley Bridge WV</u>  <u>25035</u></p> <p>Representative Attending:  <u>Don &amp; Esmick</u>            Phone Number: <u>304-632-1600</u>            Fax Number: <u>304-632-1501</u>            Email Address: <u>ndankoff@dankeoff.com</u></p>
<p>Firm Name: <u>PRC Contracting</u>            Firm Address: <u>Clarksburg 9124 River Drive</u>  <u>26301</u></p> <p>Representative Attending:  <u>Steve Lemons</u>            Phone Number: <u>304-682-2400</u>            Fax Number: <u>304-622-2410</u>            Email Address: _____</p>	<p>Firm Name: <u>Wing Lion Excavating</u>            Firm Address: <u>12105 15535</u>  <u>Charleston WV 25306</u></p> <p>Representative Attending:  <u>Mark H. Hansen</u>            Phone Number: <u>304-984-3246</u>            Fax Number: <u>304-984-0315</u>            Email Address: <u>mhansen@winglionexcavating.com</u></p>



PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number DNR R12108 Date 2/16/2012 Park Canaan Valley Contract 4

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

<p>Firm Name: <u>A.L. Construction, Inc.</u>  Firm Address: <u>P.O. Box 232</u>  <u>Mr. Spear, WV 26239</u></p> <p>Representative Attending:  <u>Steve Siders</u>  Phone Number: <u>304 693-7131</u>  Fax Number: <u>304 693-7189</u>  Email Address: <u>all.estimates@comcast.net</u></p>	<p>Firm Name: <u>Green River Stone LLC</u>  Firm Address: <u>P.O. Box 18039</u>  <u>Morgantown, WV 26507</u></p> <p>Representative Attending:  <u>Travis Smith</u>  Phone Number: <u>304-203-4222</u>  Fax Number: <u>304-304-3002</u>  Email Address: <u>travis@greenriverstone.com</u></p>
<p>Firm Name: <u>WINDRIP PAVING</u>  Firm Address: <u>1200 Newmarket Drive Suite 100</u>  <u>Williamsport, PA 21791</u></p> <p>Representative Attending:  <u>Jonathan Newer</u>  Phone Number: <u>301-550-4892</u>  Fax Number: <u>301-483-5100</u>  Email Address: <u>Jonathan.N@windripwv.com</u></p>	<p>Firm Name: <u>Canaan Valley Stone Park</u>  Firm Address: <u>WVDE</u></p> <p>Representative Attending:  <u>Dan Petardani</u>  Phone Number: <u>304-203-4222</u>  Fax Number: <u>304-304-3002</u>  Email Address: <u>dan@canvaalvalley.com</u></p>
<p>Firm Name: _____  Firm Address: _____</p> <p>Representative Attending:  Phone Number: _____  Fax Number: _____  Email Address: _____</p>	<p>Firm Name: _____  Firm Address: _____</p> <p>Representative Attending:  Phone Number: _____  Fax Number: _____  Email Address: _____</p>



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
DNRB12108

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Jimmy A. Dunn Excavating Company  
 PO Box 13335  
 Sissonville, WV 25360

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
03/02/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO:						
1) PROVIDE THE ATTACHED REVISED FORM OF PROPOSAL DATED 02/27/2012.						
2) PROVIDE THE ATTACHED TECHNICAL CLARIFICATION DATED 02/27/2012						
THE DATE AND TIME OF THE BID OPENING HAVE NOT CHANGED.						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		968-42	\$4,995,000.00	\$4,995,000.00
GENERAL CONSTRUCTION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Michael Hoffman</i>	(304) 984-3246	03/15/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0614723	

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**Canaan Valley Resort State Park  
Ski Area Improvements Project  
Contract 4 – Snow Making System Improvements  
Requisition DNRB12108  
Addendum No. 2  
February 27, 2012**

1. Replace the Form of Proposal in the Project Manual with the attached Form of Proposal dated February 27, 2012. This revised Form of Proposal shall be submitted, completed, with the Bid. The revised Form of Proposal incorporates the following changes:
  - a. Valve House J has been added to the base bid.
  - b. The work from Reference Point 15 to Reference Point 14 shall be included in Additive Alternate No. 2.
  - c. Base Bid quantities were adjusted in accordance with the revised Additive Alternate.
2. Technical Clarifications are attached.
3. Bidders should indicate receipt of this addendum in the space provided on the Request for Quotation.

-- end of addendum --

Canaan Valley Resort State Park  
 Ski Area Improvements Project  
 Contract 4 – Snow Making System Improvements  
 DIVISION OF NATURAL RESOURCES

REVISED 2/27/2012

FORM OF PROPOSAL

Name of Bidder:

Jimmy A. Dunn Excavating Company

Address of Bidder:

PO Box 13335  
 Sissonville, WV 25360

Phone Number of Bidder:

(304) 984-3246

WV Contractors License No.

WV000709

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. 4

The project generally consists of installation of approximately 4,550 LF of 4" welded steel or DI pipe; 11,750 LF of 6" welded steel or DI pipe; 9,900 LF of 8" welded steel or DI pipe; 2,800 LF of 10" welded steel or DI pipe; 5,730 LF of 2" welded or threaded steel pipe; installation of eight (8) precast concrete valve vaults; 5,400 LF of direct bury electrical cable; 6,200 LF of communication wiring; installation of twenty (20) snow gun electrical pedestals; a booster pump house renovation; installation of five (5) new portable snow guns, forty-five (45) low air tower snow guns and posts, the upgrade of twenty-four (24) Ratnik snow guns; and other incidental work as described in the drawings and specifications. The work is identified as Contract No. 4 – Snow Making System Improvements.



Canaan Valley Resort State Park  
 Ski Area Improvements Project  
 Contract 4 - Snow Making System Improvements  
DIVISION OF NATURAL RESOURCES

REVISED 2/27/2012

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>
5,730	L.F.	2" Snowmaking Pipe Forty Dollars and zero Cents	\$ 40.00	\$ 229,200.00
3,650	L.F.	4" Snowmaking Pipe Sixty Dollars and zero Cents	\$ 60.00	\$ 219,000.00
9,150	L.F.	6" Snowmaking Pipe Sixty-eight Dollars and zero Cents	\$ 68.00	\$ 622,200.00
900	L.F.	4" Snowmaking Pipe (Between 4 and 3) Sixty Dollars and zero Cents	\$ 60.00	\$ 54,000.00
2,600	L.F.	6" Snowmaking Pipe (Between 2-19-25) Seventy-five Dollars and zero Cents	\$ 75.00	\$ 195,000.00
9,900	L.F.	8" Snowmaking Pipe Seventy-five Dollars and zero Cents	\$ 75.00	\$ 742,500.00
2,800	L.F.	10" Snowmaking Pipe Ninety-five Dollars and zero Cents	\$ 95.00	\$ 266,000.00
1	EA.	Valve House B Nineteen thousand nine hundred Dollars and zero Cents	\$19,900.00	\$ 19,900.00
1	EA.	Valve House C Sixty-two thousand five hundred Dollars and zero Cents	\$62,500.00	\$ 62,500.00
1	EA.	Valve House E Twenty-two thousand seven hundred fifty Dollars and zero Cents	\$22,750.00	\$ 22,750.00

Canaan Valley Resort State Park  
Ski Area Improvements Project  
Contract 4 - Snow Making System Improvements  
DIVISION OF NATURAL RESOURCES

REVISED 2/27/2012

FORM OF PROPOSAL

<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>
1	EA.	Valve House F Sixty thousand Dollars and zero Cents	\$ 60,000.00	\$ 60,000.00
Forty-five thousand	1 EA.	Valve House G five hundred Dollars and zero Cents	\$ 45,500.00	\$ 45,500.00
1	EA.	Valve House H Thirty-one thousand Dollars and zero Cents	\$ 31,000.00	\$ 31,000.00
1	EA.	Valve House I Eighteen thousand Dollars and zero Cents	\$ 18,000.00	\$ 18,000.00
1	EA.	Valve House J Eighteen thousand Dollars and zero Cents	\$ 18,000.00	\$ 18,000.00
5,400	L.F.	Armored Direct Bury Electrical Cable Twenty-two Dollars and fifty Cents	\$ 22.50	\$ 121,500.00
Twenty-eight hundred	20 EA.	Snow Gun Electrical Pedestal twenty-five Dollars and zero Cents	\$ 2,825.00	\$ 56,500.00
4,000	L.F.	Communication Wiring (Area 3 to Upgraded Pump House) Fifteen Dollars and twenty-five Cents	\$ 15.25	\$ 61,000.00
2,200	L.F.	Communication Wiring (Exist. Compressor to Area 3) Twenty-six Dollars and zero Cents	\$ 26.00	\$ 57,200.00
Twenty-eight thousand	5 EA.	Snow Guns six hundred Dollars and zero Cents	\$ 28,600.00	\$ 143,000.00

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<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>
45	EA.	Low Energy Stick Guns Sixty-two hundred Dollars and zero Cents	\$ 6,200.00	\$279,000.00
24	EA.	Ratnik Snow Gun Upgrades Twelve hundred Dollars and zero Cents	\$ 1,200.00	\$ 28,800.00
20	EA.	Connect to Existing Steel Pipes Sixty-five hundred Dollars and zero Cents	\$ 6,500.00	\$130,000.00
108	EA.	Snow Gun Hydrant (Air or Water) Three thousand Dollars and zero Cents	\$ 3,000.00	\$324,000.00
116	EA.	Connect to Existing Snow Gun Hydrant (Air or Water) Two thousand Dollars and zero Cents	\$ 2,000.00	\$232,000.00

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

\$4,995,000.00

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

Four million nine hundred ninety-five thousand 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.

**Additive Alternates**

The following Additive Alternate Bid Items are not to be included in the Base Bid. If the Additive Alternate is selected by the Owner, the work described in the Additive Alternate shall be added to the Contract and the amount indicated for the Additive Alternate shall be added to the Base Bid. The cost for each alternate is the net addition to the Base Bid to add the alternate to the Work. No other adjustments shall be made to the Base Bid or Contract amount.

**Additive Alternate No. 1**

The work from Reference Points 1 to 7, 7 to 8, and 7 to 18 as shown on Sheet SM2 shall be included in Additive Alternate No. 1.

<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>
1,600	L.F.	2" Snowmaking Pipe Thirty-five Dollars and zero Cents	\$ 35.00	\$ 56,000.00
1,900	L.F.	4" Snowmaking Pipe Fifty Dollars and zero Cents	\$ 50.00	\$ 95,000.00

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<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>
4,800	L.F.	8" Snowmaking Pipe Seventy-five Dollars and zero Cents	\$ 75.00	\$360,000.00
54	EA.	Snow Gun Hydrant (Air & Water)		
Twenty-seven		hundred fifty Dollars and zero Cents	\$ 2,750.00	\$148,500.00
10	EA.	Connect to Existing Snow Gun Hydrant (Air & Water)		
		Fifteen hundred Dollars and zero Cents	\$ 1,500.00	\$ 15,000.00
2	EA.	Connect to Existing Steel Pipes		
Thirty-four		hundred fifty Dollars and zero Cents	\$ 3,450.00	\$ 6,900.00
1	EA.	Valve House A		
		Twenty-two thousand Dollars and zero Cents	\$22,000.00	\$ 22,000.00
15	EA.	Low Energy Stick Guns		
		Sixty-five hundred Dollars and zero Cents	\$ 6,500.00	\$ 97,500.00

**Total Additive Alt. No. 1**  
**Bid:** Lump sum for all labor,  
 materials, and equipment as  
 stipulated in the Bidding  
 Documents, **written in**  
**numbers.**

\$749,837.00

**Total Additive Alt. No. 1**  
**Bid:** Lump sum for all labor,  
 materials, and equipment as  
 stipulated in the Bidding  
 Documents, **written in**  
**words.**

Seven hundred forty-nine thousand  
 eight hundred thirty-seven dollars  
 and zero cents.



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Additive Alternate No. 2

The work from Reference Points 15 to 14 as shown on Sheet SM2 shall be included in Additive Alternate No. 2.

<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>
1,900	L.F.	6" Snowmaking Pipe Sixty-five Dollars and zero Cents	\$ 65.00	\$123,500.00
520	L.F.	2" Snowmaking Pipe Thirty-five Dollars and zero Cents	\$ 35.00	\$ 18,200.00
12	EA.	Snow Gun Hydrant (Air & Water) Twenty-seven hundred Dollars and zero Cents	\$ 2,700.00	\$ 32,400.00
14	EA.	Connect to Existing Snow Gun Hydrant (Air & Water) Fifteen hundred Dollars and zero Cents	\$ 1,500.00	\$ 21,000.00
1	EA.	Valve House D Thirty-nine thousand Dollars and zero Cents	\$ 39,000.00	\$ 39,000.00

**Total Additive Alt. No. 2**  
**Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$248,444.00

**Total Additive Alt. No. 2**  
**Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Two hundred forty-eight thousand four hundred forty-four dollars and zero cents.

Canaan Valley Resort State Park  
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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 Additive Alternate Bid in any manner when determining award of the Additive Alternate.

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 180 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.

Canaan Valley Resort State Park  
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**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	02/27/12
2	03/02/12

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

Respectfully submitted:

Date:

March 15, 2012

WV Vendor  
 Registration Number:

709051251

By: (signature in ink)

*Michael Hoffman*

Title:

President

Firm Name:

Jimmy A. Dunn Excavating' Company

Firm Address:

PO Box 13335  
 Sissonville, WV 25360



WEST VIRGINIA DIVISION OF NATURAL RESOURCES  
 CANAAN VALLEY STATE PARK  
 SNOW MAKING SYSTEM IMPROVEMENTS  
 TUCKER COUNTY, WEST VIRGINIA

CONTRACT NO. 4

FEBRUARY 27, 2012

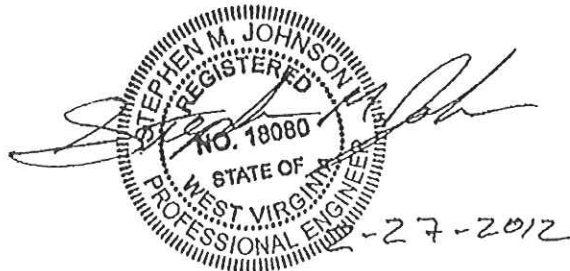
**TECHNICAL CLARIFICATIONS**

**A. DRAWINGS**

1. Sheet SM2: Add Valve House J at location 14. Valve House J shall be identical in materials and arrangement to Valve House I.
2. Sheet SM2: Edit Sediment and Erosion Control Note No. 1 to read as follows:  
  
Refer to sheet SM10 for sequence of events and sediment and erosion control notes.
3. Sheet SM2: Silt fence shall be installed, at a minimum, in the following locations:
  - a. Downslope of Valve House E
  - b. Downslope of Valve House D
  - c. Downslope of Valve House C
  - d. Downslope of Valve House A
  - e. Downslope of Valve House B

Additional silt fence installation may be required as directed by WV DEP.

**CHAPMAN TECHNICAL GROUP**



Stephen M. Johnson, PE  
 Project Engineer

200 Sixth Avenue  
 St. Albans, WV 25177

304.727.5501  
 FAX 304.727.5580

Buckhannon, WV  
 Martinsburg, WV

www.chaptack.com

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