



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
 DNRB11200

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF NATURAL RESOURCES
 ELKINS OFFICE
 RANDOLPH CENTER - SUITE 222
 1200 HARRISON AVENUE
 ELKINS, WV
 26241

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/07/2011				

BID OPENING DATE: 07/20/2011 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 SIGN IN SHEET.						
2) THE ATTACHED TECHNICAL QUESTIONS AND ANSWERS.						
3) THE ATTACHED MEETING MINUTES & ADDENDM NO. 1.						
4) THE REVISED FORM OF PROPOSAL PAGES 1 THROUGH 6.						
THE BID OPENING DATE AND TIME HAVE NOT CHANGED.						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		988-63		
WATER IMPROVEMENTS AT TOMLINSON RUN STATE PARK						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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.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).



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

Request for Quotation

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BID OPENING DATE: 07/20/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DNRB11200 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

June 6, 2011

TO: ALL BIDDERS

**REF: TOMLINSON RUN STATE PARK
WATER SYSTEM IMPROVEMENTS
RFQ DNRB11200**

SUBJECT: ADDENDUM NO. 1

Pre-Bid Meeting minutes and Sign-in Sheet are attached.

Response to Technical Questions

1. Is the project tax exempt?

RESPONSE: The project is not tax exempt. Bidders should prepare their bids accordingly.

2. Can you provide a bid item for a fire hydrant assembly?

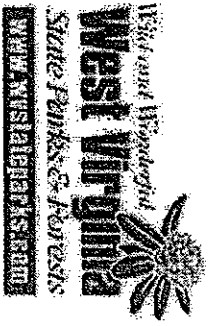
RESPONSE: A revised "Form of Proposal," with a Fire Hydrant Assembly, is included in this Addendum.

3. Is rip-rap included in the stream crossing item?

RESPONSE: Rip-Rap, as depicted in the stream crossing detail, is to be included in the unit price for the 12" Steel Casing Pipe (Stream Crossing) item.



James G. Schotsch, PE
DNR Project Engineer.



WEST VIRGINIA DNR - PARKS & RECREATION
 Tomlinson Run State Park
 Water Line Replacement

PRE-BID CONFERENCE ATTENDANCE LIST
 June 23, 2011 @ 1:30 P.M.



Name	Company	e-mail	Phone No.	Fax No.
Greg Belcher	Chapman Technical Group	gbelcher@chpgrp.com	304-747-5501	304-747-5501
Jesse Westraut	Tomlinson Run State Park	jess.westraut@dnr.wv.gov	304-287-5138	304-287-5138
Jim Schotsch	DNR	jimschotsch@dnr.wv.gov	304-287-5138	304-287-5138
Brad Cosner	Bee Contracting, Inc.	brad@beecontracting.com	304-633-2400	304-633-2400
Louie Almonre	James White Construction Co.	louie@jameswhiteconstruction.com	304-748-8181	304-748-8181
Steve Ward	Tomlinson PSD	ward@tomlinsonpsd.com	304-287-9687	



**Tomlinson Run State Park
Water System Improvements
RFQ DNRB11200
Mandatory Pre-Bid Meeting Minutes
6-23-11**

Attendees: (Sign-in sheet provided with Addendum No. 1)

Jim Schotsch - WV DNR
 Jesse Mestrovic - WV DNR, Assistant Park Superintendent
 Greg Belcher - Chapman Technical Group
 Louie Almonte - James White Construction
 Brad Cosner - Pro Contracting
 Steve Ward - Tomlinson PSD

Introductions:

Owner - West Virginia DNR, Division of Parks and Recreation
 Jim Schotsch, PE, Project Manager / Engineer
 Jesse Mestrovic, Assistant Superintendent

Engineer - Chapman Technical Group
 Greg Belcher, PE

Mr. Schotsch reviewed his pre-bid meeting checklist.
 Discussion items and relevant points are noted as follows:

The RFQ was reviewed. It was noted the last day for questions, as published, is June 30, 2011, and emphasized that Owner wanted to move on this project quickly and any delay with questions could cause the bid date to have to be extended.

Insurance requirements, Bid Bond, Addendum Acknowledgement were reviewed. Mr. Schotsch stated the bid package would be the RFQ which can be obtained from Purchasing Division (address for purchasing is contained in the Project Manual). The RFQ is printed on a standard form, the Contractor only needs to sign, date, and provide information on one of the RFQ sheets. Only one copy of the entire RFQ should be submitted as the bid.

The allotted contract time is 120 consecutive calendar days. Liquidated damages in the amount of \$250 per day will be assessed should the Contractor not be complete in the allotted time period without just cause.

Tomlinson Run State Park
Water System Improvements
RFQ DNRB11200
Pre-Bid Meeting
June 23, 2011

Mr. Belcher stressed the importance of following the directions contained in the RFQ very carefully as any irregularities, no matter how minor, would be viewed as an irregular bid and most likely cause the Purchasing Division to throw out the bid.

Mr. Schotsch stressed all questions should be directed to Purchasing Division as neither he nor Mr. Belcher would be able to answer questions concerning the bid that were not received through Purchasing. Mr. Frank Whittaker is the Buyer with Purchasing and all questions must be submitted to him.

Mr. Shotsch also noted only answers or clarifications given in writing would be official and binding and considered part of the Contract Documents.

Mr. Belcher stated that the Bid Date is July 20, 2011, and reiterated that questions need to be provided to Purchasing by June 30, 2011.

Mr. Belcher then discussed the general requirements of the project noting that such involves replacing approximately 6100 LF of water main with fire hydrants, along with a new master meter pit, pressure reducing valve vault, and check valve vault. Mr. Belcher also noted that the Contractor would be responsible for sequencing work and providing necessary measures to ensure service was maintained to the Park throughout construction.

It was noted the required sequence of construction would generally be at the Contractor's discretion, with the exception that the master meter details on the plans describes a sequence of construction and such would need to be coordinated with Tomlinson PSD.

It was discussed that all new lines would need to be tested, and since service is to be maintained to the facilities "test as you go" would be acceptable; however, the Contractor should plan to give notice so representatives will be on-site to observe testing. The proposed water main will need to be pigged before testing. Test water will be furnished by the Owner so long as such is accomplished in a reasonable manner and with a reasonable volume of water.

Mr. Belcher noted good as-builts records by the contractor would be required and final payment would not be released until these were received. As-builts should be clear with pin-point dimensions from existing structures, in a "red ink" format.

All road crossings are to be done by open cut installation. As such, the Contractor will be required to maintain one lane open at all times. Type B pavement restoration shall be used.

It was noted the sediment and erosion controls shown on the plans were the minimum required, however, the Contractor is ultimately responsible for

Tomlinson Run State Park
Water System Improvements
RFQ DNRB11200
Pre-Bid Meeting
June 23, 2011

preventing sediment laden runoff from leaving the site, as such the Contractor may be required to employ sediment and erosion control measures in addition to what is shown on the plans. Mr. Belcher noted that Sheet 3 contained special notes regarding S & E controls required by the WV DEP, and such must be adhered to.

Copies of DOH Permit and WV DEP Notice of Intent Permit will be provided to the successful Bidder at the Pre-Construction Conference.

Payment will be made for stored materials, so long as such is on-site. Mr. Schotsch stated that space for storage yard would be provided within the Park. It will be the Contractor's responsibility to secure such.

AIA documents will be used.

It was noted the Contractor shall plan to dispose of all existing materials unless told otherwise in addendum.

The existing water mains can be abandoned in place, including all pieces at connections. Mr. Belcher also pointed out that the new water main, in general, is located on the opposite side of the road from the existing water main, with the major exception being on Sheet 1 which contains a note for the Contractor to locate the existing main prior to the start of construction in order to avoid conflict.

Mr. Belcher also noted that "Sakrete" could be used for thrust blocking; however, such shall be thoroughly mixed and placed in accordance with the specifications.

Mr. Belcher referred Bidders to Section 01150 Measurement & Payment - Unit Price Contract for how payment will be made for the various components of the work.

Mr. Belcher also noted that job site safety during construction lies solely with Contractor.

Both Bidders participated in a tour of the project site before departing.



WEST VIRGINIA DIVISION OF NATURAL RESOURCES
TOMLINSON RUN STATE PARK
WATER SYSTEM IMPROVEMENTS
HANCOCK COUNTY, WEST VIRGINIA

CONTRACT NO. 1

JULY 1, 2011

ADDENDUM NO. 1

A. PRE-BID CONFERENCE

1. MINUTES

- a. The minutes from the Mandatory Pre-Bid conference are included and contain questions, answers, discussion items, and observations. These minutes are part of the contract documents. Attendance sheet is also attached.

B. FRONT END DOCUMENTS

1. FORM OF PROPOSAL

- a. A revised Form of Proposal (noted in upper right corner: Addendum No. 1 - 7/1/11) is attached hereto and shall be utilized by all Bidders. The revision consists of adding an additional pay item for Fire Hydrant Assemblies.

C. DRAWINGS

1. SHEET DET-1

- a. Stream Crossing Detail: Rip-rap shown on each bank of stream shall be included in the unit price for 12" Steel Casing Pipe (Stream Crossing) bid item.

D. GENERAL

1. Bidders are hereby advised that there are no tax exemptions for work under this contract. All Bidders shall prepare their bids accordingly.
2. Bidders are hereby notified to acknowledge receipt of this addendum in the space provided on the Form of Proposal.



Sincerely,

CHAPMAN TECHNICAL GROUP

Robert G. Belcher, PE
Vice-President, Engineering

200 Sixth Avenue
St. Albans, WV 25177
304.727.5501
fax 304.727.5580

Buckhannon, WV
Martinsburg, WV

www.chapttech.com

**Tomlinson Run State Park
Water System Improvements
Contract No. 1**

ADDENDUM NO. 1 - 7/1/2011

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-1

Name of Bidder:

Address of Bidder:

Phone Number of Bidder:

WV Contractors License No.

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. 1

The project consists of the installation of approximately 6,100 LF of 6" C-900 PVC Water Main Pipe; 440 LF of 2" PVC Class 315 Water Main Pipe; 100 LF of 1" SDR 9 HDPE Water Service Pipe; 210 LF of 12" Steel Casing Pipe; 90 LF of 6" Steel Casing Pipe; 230 LF of Asphalt Trench Restoration; 1 Master Meter Vault; 1 Pressure Reducing Valve Vault; Gate Valves; Fire Hydrants; Air Release Valves; Rip-Rap; Connections to Existing Water Mains; and other miscellaneous components required to provide a complete functioning water distribution system. The work is identified as Contract No. 1 - Tomlinson Run State Park Water Systems Improvements, prepared by Chapman Technical Group and dated April 2011.

**Tomlinson Run State Park
Water System Improvements
Contract No. 1**

ADDENDUM NO. 1 - 7/1/2011

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-2

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>
6,100	L.F.	6" PVC Water Main _____ Dollars and _____ Cents	\$ _____	\$ _____
440	L.F.	2" PVC Water Main _____ Dollars and _____ Cents	\$ _____	\$ _____
100	L.F.	1" HDPE _____ Dollars and _____ Cents	\$ _____	\$ _____
80	L.F.	12" Steel Casing Pipe (Stream Crossing) _____ Dollars and _____ Cents	\$ _____	\$ _____
130	L.F.	12" Steel Casing Pipe (Open Cut) _____ Dollars and _____ Cents	\$ _____	\$ _____
90	L.F.	6" Steel Casing Pipe (Open Cut) _____ Dollars and _____ Cents	\$ _____	\$ _____
3	EA.	6" Gate Valve w/ Valve Box _____ Dollars and _____ Cents	\$ _____	\$ _____
4	EA.	2" Gate Valve w/ Valve Box _____ Dollars and _____ Cents	\$ _____	\$ _____
3	EA.	Fire Hydrant & Assembly _____ Dollars and _____ Cents	\$ _____	\$ _____

Tomlinson Run State Park
 Water System Improvements
 Contract No. 1
 DIVISION OF NATURAL RESOURCES

ADDENDUM NO. 1 - 7/1/2011

FORM OF PROPOSAL-3

<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.	Air Release Valve Assembly _____ Dollars and _____ Cents	\$ _____	\$ _____
230	L.F.	Type "B" Asphalt Trench Restoration _____ Dollars and _____ Cents	\$ _____	\$ _____
1	L.S.	Master Meter & Vault _____ Dollars and _____ Cents	\$ _____	\$ _____
1	L.S.	Check Valve & Vault _____ Dollars and _____ Cents	\$ _____	\$ _____
1	L.S.	Pressure Reducing Valve Station _____ Dollars and _____ Cents	\$ _____	\$ _____
50	L.F.	Type "C" Stone Trench Restoration _____ Dollars and _____ Cents	\$ _____	\$ _____
500	L.F.	Rip-Rap Ditch _____ Dollars and _____ Cents	\$ _____	\$ _____
1	L.S.	Connection No. 1 _____ Dollars and _____ Cents	\$ _____	\$ _____
1	L.S.	Connection No. 2 _____ Dollars and _____ Cents	\$ _____	\$ _____
1	L.S.	Connection No. 3 _____ Dollars and _____ Cents	\$ _____	\$ _____

**Tomlinson Run State Park
Water System Improvements
Contract No. 1**

ADDENDUM NO. 1 - 7/1/2011

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-4

<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION UNIT PRICE IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL PRICE IN FIGURES</u>
1	L.S.	Connection No. 4 _____ Dollars and _____ Cents	\$ _____	\$ _____
1	L.S.	Connection No. 5 _____ Dollars and _____ Cents	\$ _____	\$ _____
1	L.S.	Connection No. 6 _____ Dollars and _____ Cents	\$ _____	\$ _____
1	L.S.	Connection No. 7 _____ Dollars and _____ Cents	\$ _____	\$ _____
1	L.S.	Audio-Video Color Taping _____ Dollars and _____ Cents	\$ _____	\$ _____

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

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

Unit Prices will not be considered as a factor in the award of the Contract. Unit Price is an amount as a price per unit of measurement for materials and labor services that will be added or deducted from the Contract Price by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased. Award of the Contract shall be made to the lowest qualified Bidder whose proposal conforms to the cited requirements based on the Base Bid alone.

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right 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

**Tomlinson Run State Park
Water System Improvements
Contract No. 1**

ADDENDUM NO. 1 - 7/1/2011

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-5

condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 120 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$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

**Tomlinson Run State Park
Water System Improvements
Contract No. 1
DIVISION OF NATURAL RESOURCES**

ADDENDUM NO. 1 - 7/1/2011

FORM OF PROPOSAL-6

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

Respectfully submitted:

Date:

WV Vendor
Registration Number:

By: (signature in ink)

Title:

Firm Name:

Firm Address: