

BID RESPONSE

BUYER: WVDNR
PROJECT: Palestine Fish Hatchery Dam Repairs
SOLICITATION NO.: ARFQ 0310 DNR1800000007
CLOSING DATE: 10/18/2017
CLOSING TIME: 1:30 PM
FAX NUMBER: (304) 558-2165

Bid Submission By: Smith Land Surveying, Inc.

Contractor License No.: WV052039

BID FORM
PALESTINE FISH HATCHERY RESERVOIR DAM REPAIR - REV. 1.0

Prepared By: Civil Tech Engineering, Inc.

April 18, 2017

ITEM	DESCRIPTION	QUANTITY	UNIT	BID	
				COST/UNIT	EXTENDED PRICE (\$)
1.0	MOB/DEMOB (Max. 10% of Contract)	1.0	LS	\$9,100.00	\$9,100.00
2.0	SURVEYING (Max. 5% of Contract)	1.0	LS	\$5,000.00	\$5,000.00
3.0	QUALITY CONTROL TESTING (Max. 5% of Contract)	1.0	LS	\$11,500.00	\$11,500.00
4.0	EROSION AND SEDIMENT CONTROL	1.0	LS	\$9,500.00	\$9,500.00
5.0	SEEDING, FERTILIZING, & MULCHING	1.0	LS	\$4,000.00	\$4,000.00
6.0	CLEARING AND GRUBBING	1.0	LS	\$3,200.00	\$3,200.00
7.0	DEMOLITION	1.0	LS	\$109,250.00	\$109,250.00
8.1	ROCK FILL	2975.0	TN	\$53.00	\$157,675.00
8.2	GEOTEXTILE	1500.0	SY	\$2.70	\$4,050.00
9.0	DRAIN AND FILL SYSTEM COMPLETE	1.0	LS	\$42,200.00	\$42,200.00
10.0	DEWATERING AND WATER CONTROL	1.0	LS	\$15,800.00	\$15,800.00
11.0	EXCAVATION	1350.0	CY	\$39.00	\$52,650.00

BID PRICE

\$ 325,600.00

GENERAL TERMS AND CONDITIONS:
West Virginia Division of Natural Resources
Agency Delegated Procurements Over \$25,000

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company *Smith Land Surveying, Inc.*

Authorized Signature *Gregory A. Smith*

Date *10/18/17*

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



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

STATE OF WEST VIRGINIA,
COUNTY OF Gilmer, TO-WIT:

I, Gregory A. Smith, after being first duly sworn, depose and state as follows:

1. I am an employee of Smith Land Surveying, Inc.; and,
(Company Name)
2. I do hereby attest that Smith Land Surveying, Inc.
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

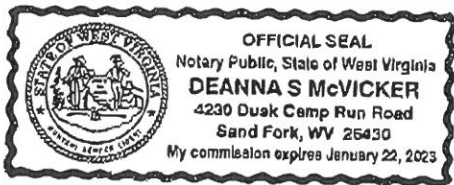
Printed Name: Gregory A. Smith
 Signature: Gregory A. Smith
 Title: President
 Company Name: Smith Land Surveying, Inc.
 Date: 10/18/17

Taken, subscribed and sworn to before me this 18th day of October, 2017.

By Commission expires 1/22/23

(Seal)

Deanna S. McVicker
(Notary Public)



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Smith Land Surveying Inc.

Authorized Signature: Gregory A. Smith Date: 10-18-17

State of West Virginia

County of Gilmer to-wit:

Taken, subscribed, and sworn to before me this 18th day of October, 2017.

My Commission expires January 22, 2023



NOTARY PUBLIC Deanna S. McVicker

Purchasing Affidavit (Revised 07/07/2017)

GENERAL TERMS AND CONDITIONS:
West Virginia Division of Natural Resources
Agency Delegated Procurements Over \$25,000

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)
Brian Randolph, VP of Construction
(Printed Name and Title)
P.O. Box 150, Glenville, WV 26357
(Address)
304-890-1900 304-462-5656
(Phone Number) / (Fax Number)
b Randolph@slswv.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Smith Land Surveying Inc
(Company)
Gregory A. Smith
(Authorized Signature) (Representative Name, Title)
Gregory A. Smith, President
(Printed Name and Title of Authorized Representative)
10/18/17
(Date)
304-462-5634 304-462-5656
(Phone Number) (Fax Number)

Bid Date: 10/18/17

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Smith Land Surveying, Inc.

12 Vanhorn Drive, Glenville, WV 26351
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and RLI Insurance Company
(Here insert full name and address or legal title of Surety)

9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967

a corporation duly organized under the laws of the State of Illinois

as Surety, hereinafter called the Surety, are held and firmly bound unto WVDNR 324 4th Avenue, South Charleston, WV 25303
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of 5% of amount bid

Dollars (_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

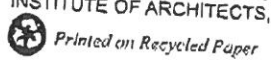
WHEREAS, the Principal has submitted a bid for Repair to existing fish hatchery impoundment
(Here insert full name and address and description of project)
located in Elizabeth, WV - WV-RFQ No. - ARFQ 0310 DNR1800000007

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contact with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 18th day of October, 2017.

Smith Land Surveying, Inc.
(Principal)
Gregory A. Smith (Seal)

RLI Insurance Company
(Surety)
Catherine Decker (Seal)
Attorney In Fact





9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Kathryn Estep, Beth Smock, Catherine Gerichten, Billie Huffman, Rhonda Hughes, Teresa Hylton, Dianna Powell, Betty Egich, Ella Hayes, Belinda Hill, Tonya Westfall, jointly or severally

in the City of Charleston, State of West Virginia, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 5th day of April, 2016.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President

On this 5th day of April, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 14 day of October, 2017.

RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President