

Solicitation Response(SR) Dept: 0310 ID: ESR0618200000007733 Ver.: 1 Function: New Phase: Final

Modified by batch , 06/18/2020

Header  1



General Information Contact Default Values Discount Document Information

Procurement Folder: 718552	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: VS0000006984	SO Doc ID: DNR2000000055
Legal Name: VIRCO CONTRACTING INC	Published Date: 5/29/20
Alias/DBA:	Close Date: 6/18/20
Total Bid: \$339,995.00	Close Time: 13:30
Response Date: 06/18/2020	Status: Closed
Response Time: 12:33	Solicitation Description: Addendum No.02 - Babcock State Park Waterline Replacement
	Total of Header Attachments: 1
	Total of All Attachments: 1



State of West Virginia
Request For Quotation
Construction

Procurement Folder : 718552

Document Description : Addendum No.02 - Babcock State Park Waterline Replacement

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version	Phase
2020-05-29	2020-06-18 13:30:00	ARFQ 0310	DNR2000000055	3	Final

SUBMIT RESPONSES TO:

BID RESPONSE
DIVISION OF NATURAL RESOURCES
PROPERTY & PROCUREMENT OFFICE
324 4TH AVE
SOUTH CHARLESTON
US

WV 25303-1228

VENDOR

Vendor Name, Address and Telephone

Virco Contracting, Inc.
224 Capitol St.
Charleston, WV 25301 304-415-0136

FOR INFORMATION CONTACT THE

James H Adkins
(304) 558-3397
jamie.h.adkins@wv.gov

Signature X *James H Adkins*

FEIN # 38-38456464

DATE 6/17/20

All offers subject to all terms and conditions contained in this solicitation

Date Printed : May 29, 2020 Solicitation Number : DNR2000000055

Page : 1

FORM ID : WV-PRC-ARFQ-001

ADDITIONAL INFORMATION:

Addendum

Addendum No. 02 is issued to publish and distribute the attached information to the Vendor Community.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		PARK SUPERINTENDENT DIVISION OF NATURAL RESOURCES BABCOCK STATE PARK HC 35, BOX 150 CLIFFTOP WV 25831 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Babcock State Park Waterline Replacement				339,995. ⁰⁰

Commodity Code	Manufacturer	Model #	Specification
72103300			

Extended Description
Babcock State Park replacement of existing water lines.

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Non-mandatory Pre-bid Meeting 11:00AM - 2:00PM ET	2020-05-18
2	Technical Questions Due 9:00AM ET	2020-05-22

DNR2000000055	Document Phase Final	Document Description Addendum No.02 - Babcock State Park Waterline Replacement	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Virco Contracting, Inc.
Contractor's License No.: WV- 048448

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be

the Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the attached AIS documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein..

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

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.

Jessica Vir, Vice President
(Name, Title)

Jessica Vir, Vice President
(Printed Name and Title)

224 Capitol St. Charleston, WV 25301
(Address)

304-415-0136
(Phone Number) / (Fax Number)

jessica@virco.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.

Virco Contracting, Inc.
(Company)

Jessica Vir
(Authorized Signature) (Representative Name, Title)

Jessica Vir, Vice President
(Printed Name and Title of Authorized Representative)

6/17/20
(Date)

304-415-0136
(Phone Number) (Fax Number)

SOLICITATION NAME: Babcock State Park Waterline Replacement

SOLICITATION NO: ARFQ DNR20*55

ADDENDUM NO: No. 02

The purpose of this addendum is to modify the solicitation identified above to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other:

Description of Modification to Solicitation

Addendum issued to:

1. **MOVE bid opening date to Thursday, JUNE 18, 2020 at 1:30 p.m. ET**
2. Publish Vendor technical questions and Agency responses.
3. Publishing REVISED Unit Bid Sheet (5/29/20).
4. **NOTIFICATION** to the Vendor community of revised plan set stamped and dated 5/28/20, by reference only. Vendor my contact Rebecca Westfall at Rebecca.Westfall@wv.gov to obtain plan set via email.

No further changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Attachment A

WVDNR BABCOCK STATE PARK
WATER SYSTEM IMPROVEMENTS PROJECT
PROJECT STATEMENTS / QUESTIONS FOR ADDENDUM #2

GENERAL STATEMENTS

1. A REVISED Unit Bid Sheet reflecting revisions made for Addendum #2 is provided.
2. The REVISED Unit Bid pricing sheet included in Addendum #2 will be the new pricing sheet. The original "Lump Sum" pricing sheet(s), will not be used.

CONTRACTOR QUESTIONS

1. Can a bid sheet item be added for rip rap ditch protection, as shown on plan sheet #3?
A.1. See bid item #24 on the attached bid sheet.
2. Is any rip rap ditch protection required between stations 37+00 and 87+00?
A.2. An additional 3,000 LF of rip rap ditch protection has been added to the quantities in the event that rip rap may be needed along the waterline route from station 37+00 to 87+00. The project engineer must approve location of rip rap ditch protection prior to installation.
3. Can a bid sheet item be added for stone to be used for berms and driveways- DOH 307-1 by the ton?
A.3. See bid item #25 on the attached bid sheet.
4. The estimated quantity for 8" casing open cut is 60 LF on the unit bid sheet. The plans show 310 LF. Will you change the quantity on the unit price bid sheet?
A.4. The quantity for 8" casing open cut has been updated to 290 LF and is shown on the attached bid sheet.
5. Estimated quantity for type b trench repair is 100 LF on the unit bid sheet. The plans show 340 LF. Will you change the quantity on the unit price bid sheet?
A.5. The quantity for Type B trench repair has been updated and is shown on the attached bid sheet.
6. The plans 260 LF of type c trench repair. There is no unit price for this item on the unit price sheet. Will you add an item for type c trench repair to the unit price sheet? Or add the item for DOH 307-1 stone to cover this item?
A.6. See bid item #5 on the attached bid sheet.

7. Please detail the area where the 200 SY of asphalt overlay is required. Is milling required with the overlay? If so what are the limits of the milling? Just toe-ins or milling of all of the 200 SY are? Please clarify.
A.7. Asphalt repair will be paid for under Type B trench repair.
8. On sheet #3 at approximate station 25+50 there is a 1.5" service line punch under the road and a 1.5" service reconnection but there are no items on the unit bid sheet for the 1.5" HDPE pipe, punch or reconnection. Will you add a unit bid item for these items?
A.8. See bid items #19 and #21 on the attached bid sheet.
9. 2" BOH's are shown on plan in several locations but there is no quantity on the unit price sheet. Will you add a item to the unit price sheet for the 2" BOH?
A.9. See bid item #17 on the attached bid sheet.
10. What unit bid item is the connections to the bathhouse under?
A.10. See bid item #19 on the attached bid sheet.
11. There are 5 EA 2" connections plus the three at the bathhouse. The unit bid sheet only show a quantity of 2 EA. How are these connections to be paid for or will you increase the quantity?
A.11. See bid item #3 on the attached bid sheet.
12. How is the 4" connection at the end of the project to be paid for? There is no item for 4" connection to existing on the unit bid item sheet. Only item for 4" connection is 4" hot tap.
A.12. The 4" connection shall be a hot-tap and has been updated on the attached bid sheet.
13. Does the park have waste sites that can be utilized for excess spoil on the project?
A.13. The Contractor shall coordinate with the Park Superintendent to determine an appropriate waste site within the Park.
14. Does the park have material laydown area for materials and equipment that can be utilized for this project?
A.14. The Contractor shall coordinate with the Park Superintendent to determine an appropriate laydown area for materials and equipment within the Park.

15. There are several areas where the new waterline will encounter the existing waterline in very close proximity or in the same place as existing. How and when is this to be done without interruption to the existing park system given the very rocky conditions in these areas? This could be for long water outages in the park while laying new waterline thru these areas. Extended time and scheduling may be required for installations in these areas. Please clarify, if possible, how this might be handled.

A.15. The Contractor shall coordinate with the Park Superintendent to minimize water supply disruptions. Water service interruptions shall be for a maximum period of 4 hours, at any given time with a minimum of 24-hour notice to the Park Superintendent. A 48-hour notice is preferred. Any service interruptions should be confined between the hours of 10am and 4pm. Alternate measures can be considered on an as need basis at the discretion of WVDNR staff.

16. On the unit bid sheet item # 11 calls for 4" DIP RJ bridge pipe, 8" steel casing and hangers. The detail on sheet D-6 and D-7 only call for the 4" DIP and hangers but does not show 8" casing. Is 8" casing required for this item? If so, does it also require casing end seals and casing spacers?

A.16. The bid sheet has been updated to reflect what is called out on the plans and details. There will be no casing for the bridge crossing. See the attached bid sheet.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR20*55

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)

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- 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.

Virco Contracting, Inc.
Company

Jessica Vito
Authorized Signature

6/17/20
Date

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

EXHIBIT A - PRICING PAGE
Babcock State Park Water System Upgrades
ARFQ DNR20*55

Name of Vendor:

Virco Contracting, Inc.

Address of Vendor:

224 Capitol St.
Charleston, WV
25301

Phone Number of Vendor:

304-543-2709

WV Contractors License No.

WV- 048448

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

The Base Bid shall consist of all the work described in the Technical Specifications, Project Manual and contained in the Construction Documents.

Total Base Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in numbers.

\$339,995.⁰⁰

Total Base Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in words.

Three hundred thirty nine thousand nine hundred ninety five dollars.

All Bidders must complete the following Unit Price Sheet

WV Division of Natural Resources
Babcock State Park Water System Upgrades
REVISED Unit Bid Sheet

Item No.	Description	Units	Quantity	Unit Price	Total Price
1	4" Hot-Tap Connect To Existing System	EA	2	1,900	3,800
2	2" Hot-Tap Connect To Existing System	EA	1	1,200	1,200
3	Connect / Reconnect To Existing System	EA	8	1,500	12,000
4	Type B Trench Repair	LF	340	50. ⁰⁰	17,000
5	Type C Trench Repair	LF	260	6. ⁰⁰	1,560
6	Erosion Control & Seeding	LS	1	4,500	4,500
7	4" PVC C-900, DR 14 Water line	LF	3,500	20. ⁰⁰	70,000
8	4" PVC C-900, DR 18 Water line	LF	5,020	24. ⁰⁰	120,480
9	4" DIP, RJ Bridge Pipe & Hangers; Remove Ex. Waterline	LS	1	5,000	5,000
10	4" Water Valve	EA	6	550	3300
11	Remove Existing 4" Water Valve for Back-up	EA	1	100	100
12	8" Steel Casing, Open Cut	LF	290	24. ⁰⁰	6,960
13	4" Steel Casing, Bore & Jack	LF	30	40. ⁰⁰	1,200
14	6" Steel Casing, Open Cut	LF	20	20. ⁰⁰	400
15	2" PVC Water line	LF	900	20. ⁰⁰	18,000
16	2" Gate Valve	EA	3	595. ⁰⁰	1,785
17	2" Blow Off Hydrant	EA	3	1325	3975
18	Air Release Valve	EA	3	600	1800
19	Service Line Reconnection	EA	3	500	1500
20	3/4" HDPE Service Line	LF	650	18. ⁰⁰	11,700
21	1" HDPE Service Line	LF	30	22. ⁰⁰	660
22	1" Water Meter	EA	1	700	700
23	Cut & Cap Existing Water Line	EA	6	300	1800
24	Rip-Rap Ditch Protection	LF	4,000	7.20	28,800
25	WVDOT 307-1 (Shoulder Stone)	TON	340	28.75	9775
26	Mobilization	LS	1	12,000	12,000
				Total Bid =	339,995

All quantities are estimated. Prospective Bidders should verify quantities in the field prior to submitting bids.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Virco Contracting, Inc.
of Charleston, WV, as Principal, and Western Surety Company
of Chicago, IL, a corporation organized and existing under the laws of the State of
SD with its principal office in the City of Chicago, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
ARFQ DNR200000055 Babcock State Park Waterline Replacement - According to Plans and Specifications

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 18th day of June, 2020.

Principal Seal

Virco Contracting, Inc.
(Name of Principal)

By Abel Vi
(Must be President, Vice President, or
Duly Authorized Agent)

President
(Title)

Surety Seal

Western Surety Company
(Name of Surety)

By Kimberly J. Wilkinson
Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact



IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kimberly J Wilkinson, Gregory T Gordon, Patricia A Moye, Individually

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of August, 2018.



WESTERN SURETY COMPANY

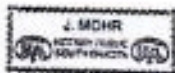
Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of August, 2018, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority; and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of June 2020



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and 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 Company. 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.

PROCUREMENT 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: 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 § 23-20-2, 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: Virco Contracting, Inc.

Authorized Signature: *Abel Vir*

Date: 06/16/2020

State of West Virginia

County of Kanawha to-wit:

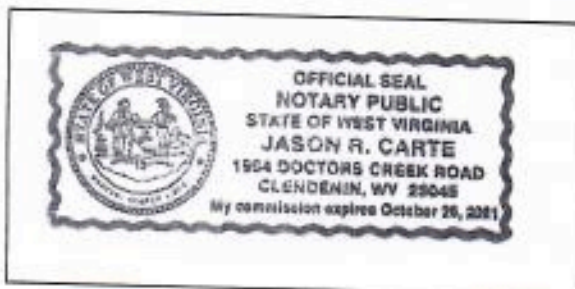
Taken, subscribed, and sworn to before me this 16th day of June, 2020

My Commission expires 10/26/2021

J.R. Carle

NOTARY PUBLIC

Procurement Affidavit (Revised 06/11/2017)





State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-10-5

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

I, Abel Vir, after being first duly sworn, depose and state as follows:

- I am an employee of Virco Contracting, Inc.; and
(Company Name)
- I do hereby attest that Virco Contracting, 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.**

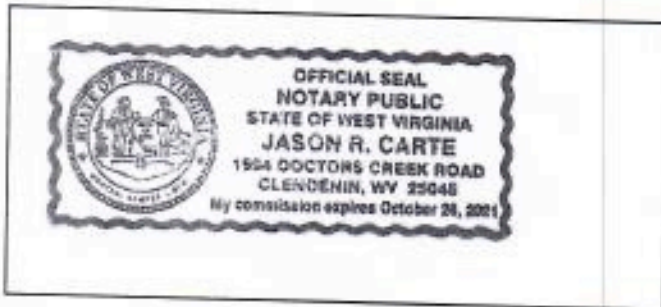
The above statements are sworn to under the penalty of perjury.

Printed Name: Abel Vir
 Signature: *Abel Vir*
 Title: President
 Company Name: Virco Contracting, Inc.
 Date: 06/16/2020

Taken, subscribed and sworn to before me this 16th day of June, 2020

By Commission expires 10/26/21

(Seal)



Jason R. Carte

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number:

WV048448

Classification:

LANDSCAPING
EXCAVATION

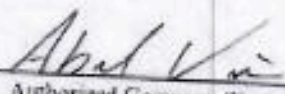
VIRCO CONTRACTING INC
DBA VIRCO CONTRACTING INC
PO BOX 4183
CHARLESTON, WV 25364

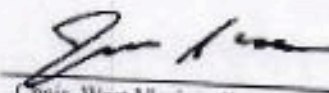
Date Issued

JANUARY 11, 2020

Expiration Date

JANUARY 11, 2021


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.