



Solicitation Response(SR) Dept: 0310 ID: ESR0311210000006180 Ver.: 1 Function: New Phase: Final

Modified by batch , 03/11/2021

Header  1

General Information   Contact   Default Values   Discount   Document Information   Clarification Request

<b>Procurement Folder:</b> 843418	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Purchase Order	<b>SO Dept:</b> 0310
<b>Vendor ID:</b> VS0000006984	<b>SO Doc ID:</b> DNR2100000041
<b>Legal Name:</b> VIRCO CONTRACTING INC	<b>Published Date:</b> 3/8/21
<b>Alias/DBA:</b>	<b>Close Date:</b> 3/11/21
<b>Total Bid:</b> \$69,900.00	<b>Close Time:</b> 13:30
<b>Response Date:</b> 03/11/2021	<b>Status:</b> Closed
<b>Response Time:</b> 6:10	<b>Solicitation Description:</b> Addendum No.01 Laurel Lake WMA Tree and Brush Removal  
<b>Responded By User ID:</b> Vircocontracting	<b>Total of Header Attachments:</b> 1
<b>First Name:</b> Jessica	<b>Total of All Attachments:</b> 1
<b>Last Name:</b> Vir	
<b>Email:</b> jessica@vircocompany.c	
<b>Phone:</b> 3044150136	

**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-0310-DNR210000041-2 Laurel Lake WMA Tree and Brush Removal - 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 11th day of March, 2021.

Principal Seal

Virco Contracting, Inc.  
(Name of Principal)  
By Abel Wira  
(Must be President, Vice President, or  
Duly Authorized Agent)  
President  
(Title)

Surety Seal

Western Surety Company  
(Name of Surety)  
By Kimberly J. Wilkinson  
Attorney-in-Fact  
Kimberly J. Wilkinson, WV Resident Agent



**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. Brufat*

Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha }

ss

On this 21st day of August, 2018, before me personally came Paul T. Brufat, 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 11th day of March, 2021

WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://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.



State of West Virginia  
Agency Request for Quote  
Service - Misc

<b>Proc Folder:</b> 843418			<b>Reason for Modification:</b> Addendum  Addendum No. 01 is issued to publish and distribute the attached information to the Vendor Community.
<b>Doc Description:</b> Addendum No.01 Laurel Lake WMA Tree and Brush Removal			
<b>Proc Type:</b> Agency Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-03-08	2021-03-11 13:30	ARFQ 0310 DNR2100000041	2

**BID RECEIVING LOCATION**

BID RESPONSE  
DIVISION OF NATURAL RESOURCES  
PROPERTY & PROCUREMENT OFFICE  
324 4TH AVE  
SOUTH CHARLESTON WV 25303-1228  
US

**VENDOR**

**Vendor Customer Code:** VS0000034096  
**Vendor Name:** Virco Contracting, Inc.  
**Address:** P.O. Box 58314  
**Street:**  
**City:** Charleston  
**State:** WV **Country:** U.S. **Zip:** 25358  
**Principal Contact:** Abel Vir  
**Vendor Contact Phone:** 304-543-2709 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
James H Adkins  
(304) 558-3397  
jamie.h.adkins@wv.gov

**Vendor Signature X** *Abel Vir* **FEIN#** 38-3845666 **DATE** 3-10-21

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES LAUREL LAKE WMA HC 70 BOX 626 LENORE WV 25676-9708 US	DIVISION OF NATURAL RESOURCES LAUREL LAKE WMA HC70, BOX 626 LENORE WV 25676 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Tree trimming services				69,900. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
70111503			

**Extended Description:**  
Tree trimming services

SCHEDULE OF EVENTS
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Line	Event	Event Date
1	Non-mandatory Pre-bid Meeting at 10:00am ET	2021-02-25
2	Technical Question Deadline at 9:00am ET	2021-03-02

	Document Phase	Document Description	Page 3
DNR210000041	Final	Addendum No.01 Laurel Lake WMA Tree and Brush Removal	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NAME: Laurel Lake WMA Tree and Brush Removal**

**SOLICITATION NO: ARFQ DNR21\*41**

**ADDENDUM NO: No. 01**

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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 publish and distribute the attached documentation to the Vendor community.

1. To answer technical questions submitted by vendor.
2. To issue modification for specification 3.1.4

NO OTHER 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

**Specification Modification**

**ARFQ DNR21\*41**

**Wildlife – Laurel Lake WMA Tree and Brush Removal**

**Specification: 3.1.4** Areas for brush and tree removal will include the groin or rip-rap gutter areas, tailwaters shoreline, fence line, emergency spillway shoreline and riverbed.

**Revised Specification: 3.1.4.1** Vendor is responsible for the removal and disposal of approximately 600 foot of existing chain link fence including posts.

**3.1.4.2** Vendor is not responsible for placement of new permanent fence.

**3.1.4.3** Vendor must be in compliance with Occupational Safety and Health Administration (OSHA) standards, as well as all state and local regulations in regard to placement of temporary protective safety fence while project is being completed.

**Technical Questions and Agency Answers**

**ARFQ DNR21\*41**

**Wildlife – Laurel Lake WMA Tree and Brush Removal**

**Technical Question (1):** Are we allowed to burn material onsite if permits are obtained?

**Agency Answer (1):** No

**Technical Question (2):** The trees in the Rip Rap need to have the root ball removed?

**Agency Answer (2):** No

**Technical Question (3):** All the debris from site, is it possible to chip on site or burn?

**Agency Answer (3):** No all debris will be removed from site.

**Technical Question (4):** Is there an area in the WMA that could house some extra woody debris ( Wildlife Habitat)?

**Agency Answer (4):** No

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR21\*41

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.

Virco Contracting, Inc.  
Company

Abel Vri  
Authorized Signature

3-10-21  
Date

NOTE: This addendum acknowledgment 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**

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

1. I am an employee of Virco Contracting, Inc.; and,  
(Company Name)
2. 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.

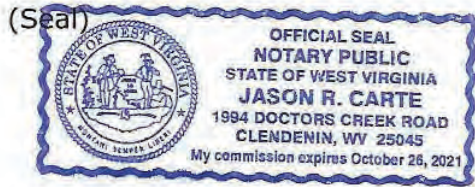
Printed Name: Abel Vir  
 Signature: Abel Vir  
 Title: President  
 Company Name: Virco Contracting, Inc.  
 Date: 3-10-21

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

Taken, subscribed and sworn to before me this 10<sup>TH</sup> day of MARCH, 2021.

By Commission expires 10/26/21



[Signature]  
 (Notary Public)

# 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 § 23-2c-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: VIRCO CONTRACTING, INC

Authorized Signature: [Signature] Date: 3/10/21

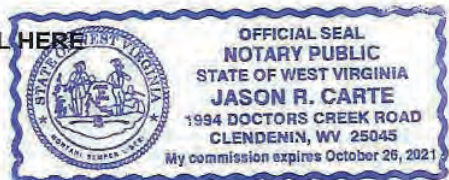
State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 10<sup>TH</sup> day of MARCH, 2021.

My Commission expires 10/26, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]