

Solicitation Response(SR) Dept: 0310 ID: ESR1208200000004092 Ver.: 1 Function: New Phase: Final

Modified by batch , 12/17/2020

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General Information   Contact   Default Values   Discount   Document Information   Clarification Request

<b>Procurement Folder:</b> 800668	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Purchase Order	<b>SO Dept:</b> 0310
<b>Vendor ID:</b> 000000159752	<b>SO Doc ID:</b> DNR2100000031
<b>Legal Name:</b> ALEX E PARIS CONSTRUCTION CO I	<b>Published Date:</b> 12/11/20
<b>Alias/DBA:</b>	<b>Close Date:</b> 12/17/20
<b>Total Bid:</b> \$1,739,543.00	<b>Close Time:</b> 13:30
<b>Response Date:</b> 12/17/2020	<b>Status:</b> Closed
<b>Response Time:</b> 12:24	<b>Solicitation Description:</b> Addendum No.02-Tygart Lake SP WWT & Sewer System Improv.
<b>Responded By User ID:</b> dboyle	<b>Total of Header Attachments:</b> 1
<b>First Name:</b> Don	<b>Total of All Attachments:</b> 1
<b>Last Name:</b> Boyle	
<b>Email:</b> dboyle@alexparis.com	
<b>Phone:</b> 7243507172	



West Virginia Division of Natural Resources

INSTRUCTIONS TO VENDORS  
&  
AGENCY TERMS AND CONDITIONS

INSTRUCTIONS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY** pre-bid meeting will be held at the following place and time:

A **MANDATORY** pre-bid meeting will be held at the following place and time:

Tygart Lake State Park Lodge  
1240 Paul E. Malone Rd.  
Grafton, WV 26354-9741

at 1:00 pm on 12/01/2020.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.



An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five (5) business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Property and Procurement Office. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 12/07/2020 at 9:00am ET

Submit Questions to:  
West Virginia Division of Natural Resources  
Property and Procurement Office  
Attention: Mr. Jamie Adkins  
South Charleston, WV 25303  
Fax: (304) 558-2165  
Email: [jamie.h.adkins@wv.gov](mailto:jamie.h.adkins@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Property and Procurement Office is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

West Virginia Division of Natural Resources  
Property and Procurement Office  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the West Virginia Division of Natural Resources.:

SEALED BID:

BUYER: J.H. Adkins  
SOLICITATION NUMBER: ARFQ DNR21\*31  
BID CLOSING DATE: 12/17/2020  
BIDCLOSING TIME: 1:30pm ET  
FAX NUMBER: 304-558-2165

The Property and Procurement Office may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Agency Request for Proposal ("ARFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Property and Procurement Office at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:

Technical  
 Cost



**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Property and Procurement Office time clock (in the case of hand delivery).

Bid Opening Date and Time: 12/17/2020 at 1:30pm ET

Bid Opening Location:  
West Virginia Division of Natural Resources  
Property and Procurement Office  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This solicitation is based upon a standardized commodity established under W. Va. Code §5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or



modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §6.6. communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code §5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with the W. Va. Code §5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at : <http://www.state.wv.us/admin/purchase/vrc/Venpref/pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Property and Procurement Office with its bid, and must be properly certified under W. Va. Code R. § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. Code R. § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.



**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

**20. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1. f. and §6.4. b.

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET(S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.



## AGENCY TERMS & CONDITIONS

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Chief Procurement Officer, or his or her designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

- a. **"Agency"** means the West Virginia Division of Natural Resources.
- b. **"Bid"** or **"Proposal"** means a vendor's submitted response to a solicitation.
- c. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- d. **"Chief Procurement Officer"** means the Chief Procurement Officer of the West Virginia Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
- e. **"Property and Procurement Office"** means the unit within the West Virginia Division of Natural Resources' Administration Section headed by the Chief Procurement Officer and its personnel.
- f. **"Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- g. **"Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General that identifies the Vendor as the contract holder.
- h. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.
- i. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- j. **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



- k. "Will", "Shall" and "Must" identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of month available in all renewal years combined. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on Section delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Property and Procurement Office and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 180 days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event, will this Contract extend for more than one fiscal year.

**Other:** See attached.



**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open-End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Property and Procurement Office and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Chief Procurement Officer may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Chief Procurement Officer, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the Contract value. The performance bond must be received by the Property and Procurement Office prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Property and Procurement Office prior to Contract award.



**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Property and Procurement Office prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Property and Procurement Office.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\$1,000,000

**Automobile Liability Insurance** in at least an amount of: \$500,000

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\_\_\_\_\_

**Commercial Crime and Third-Party Fidelity Insurance** in an amount of:



**Cyber Liability Insurance in an amount of:** \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Other** \_\_\_\_\_

Notwithstanding anything contained in this section to the contrary, the Chief Procurement Officer reserves the right to waive the requirement that the Agency be named as an additional insured on one or more of the Vendor's insurance policies if the Chief Procurement Officer finds that doing so is in the best interest of the Agency.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10 LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

**\$250,000** \_\_\_\_\_ for \_\_\_\_\_ each day beyond the contract completion date.

Liquidated Damages Contained in the Specifications

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**13. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods or through the state designated credit cards.)

**15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the



solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**18. CANCELLATION:** The Chief Procurement Officer reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**23. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or



remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**25. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Property and Procurement Office, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**27. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**28. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**29. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void and terminate this Contract without notice.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.



**32. LICENSING:** In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under the provision must occur prior to performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the



Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or to a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.



Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or



steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid, or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.



## 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: ALEX E. PARIS CONTRACTING COMPANY, INC.

Contractor's License No.: WV- 001172

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.

ALEX E. PARIS CONTRACTING COMPANY, INC.  
(Name, Title)  
EMANUEL A. PARIS III  
(Printed Name and Title)  
1595 SMITH TOWNSHIP STATE ROAD, ATLASBURG, PA 15004  
(Address)  
724-947-2235 (PHONE) 724-947-3820 (FAX)  
(Phone Number) / (Fax Number)  
aparis@alexparis.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.

ALEX E. PARIS CONTRACTING COMPANY, INC.  
(Company)

  
(Authorized Signature) (Representative Name, Title)

EMANUEL A. PARIS III, PRESIDENT  
(Printed Name and Title of Authorized Representative)

DECEMBER 17, 2020  
(Date)

(724) 947-2235 (PHONE) (724) 947-3820 (FAX)  
(Phone Number) (Fax Number)



REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources  
Tygart Lake State Park  
Wastewater Treatment and Sewer System Improvement

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**GENERAL CONSTRUCTION SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids to establish a contract for Improvements and repairs to the existing sewer system at Tygart Lake State Park located in Grafton WV.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
  - 2.1 **"Construction Services"** means repairs and replacement of/to the existing wastewater treatment plants, demolition of old plants, replacement and repairs of a of gravity sanitary sewer systems, and addition of a small diameter force main system and other work as more fully described in these specifications and the Specifications/Project Manual.
  - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
  - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the West Virginia Division of Natural Resources.
  - 2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 4.1 **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least one (1) projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other



REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources  
Tygart Lake State Park  
Wastewater Treatment and Sewer System Improvement

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information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
8. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

Matt Fluharty, PE  
Civil & Environmental Consultants, Inc.  
600 Marketplace Ave. Suite 200  
Bridgeport, WV 26330  
304 848 7155 or [mfluharty@cecinc.com](mailto:mfluharty@cecinc.com)

Digital Plans are furnished at no charge, printed plans may be purchased for \$100.00

Copies of project plans can be examined at the following locations

**Contractors Association of West Virginia**

2114 Kanawha Boulevard East  
Charleston, West Virginia 25311  
Phone: 304-342-1166  
Fax: 304-342-1074

**Pittsburg Builders Exchange**

1813 N. Franklin Street  
Pittsburg, PA 15233  
Phone: 412-922-4200  
Fax: 412-928-9406



REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources  
Tygart Lake State Park  
Wastewater Treatment and Sewer System Improvement

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**Kanawha Valley Builders Association**

1627 Bigley Avenue  
Charleston, WV 25302  
Phone: 304-342-7141  
Fax: 304-343-8014

**Construction Employers Association NCWV**

2794 White Hall Blvd  
White Hall, WV 26554  
Phone: 304-367-1290  
Fax: 304-367-0126

**Parkersburg Marietta Contractors Association**

2905 Emerson Avenue  
Parkersburg, WV 26104  
Phone: 304-485-6485  
Fax: 304-428-7622

**Ohio Valley Construction Employers Council**

21 Armory Drive  
Wheeling, WV 26003  
Phone: 304-242-0520  
Fax: 304-242-7261

9. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
10. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 10.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 10.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 10.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 10.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 10.5 Vendor shall inform all staff of Agency's security protocol and procedures.



REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources  
Tygart Lake State Park  
Wastewater Treatment and Sewer System Improvement

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**11. MISCELLANEOUS:**

**11.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** EMANUEL A. PARIS III

**Telephone Number:** 724-947-2235

**Fax Number:** 724-947-3820

**Email Address:** aparis@alexparis.com



## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*



West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

ALEX E. PARIS CONTRACTING  
COMPANY, INC.

Name of Contracting Business Entity: \_\_\_\_\_ Address: 1595 SMITH TOWNSHIP STATE ROAD  
ATLASBURG, PA 15004

Name of Authorized Agent: EMANUEL A. PARIS III Address: 1595 SMITH TOWNSHIP STATE ROAD  
ATLASBURG, PA 15004

Contract Number: \_\_\_\_\_ Contract Description: TYGART LAKE SP WW TREATMENT &  
SEWER SYSTEM IMPROVEMENTS

Governmental agency awarding contract: WEST VIRGINIA ETHICS COMMISSION

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: Emanuel A Paris III

Date Signed: DECEMBER 17, 2020

**Notary Verification**

State of PENNSYLVANIA, County of WASHINGTON:

I, EMANUEL A. PARIS III, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 17TH day of DECEMBER, 2020

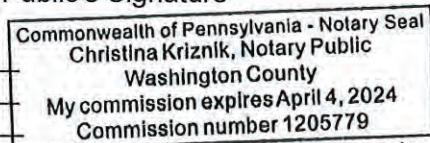
Christina Kriznik  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_





**BID BOND PREPARATION INSTRUCTIONS**

AGENCY (A) \_\_\_\_\_  
RFQ/RFP# (B) \_\_\_\_\_

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E) as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G) \_\_\_\_\_ (H), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of \_\_\_\_\_ (K) (\$ \_\_\_\_\_ (L)) 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 \_\_\_\_\_ (M)

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 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 time within which the Oblige 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, the (N) day of (O), 20 (P).

Principal Seal \_\_\_\_\_ (Q)  
(Name of Principal)

(R) By \_\_\_\_\_ (S)  
(Must be President, Vice President, or Duly Authorized Agent)

\_\_\_\_\_ (T)  
Title

Surety Seal \_\_\_\_\_ (U)  
(Name of Surety)

\_\_\_\_\_ (W)  
Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

**IMPORTANT – Surety executing bands 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.**



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Alex E. Paris Contracting Company, Inc.  
of Atlasburg, PA, as Principal, and Liberty Mutual Insurance Company  
of Boston, MA, a corporation organized and existing under the laws of the State of  
MA with its principal office in the City of MA, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblgee, 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  
Tygart Lake State Park Wastewater Treatment & Sewer System Improvements - ARFQ 0310 DNR210000031

NOW THEREFORE,

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

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

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 17th day of December, 2020.

Principal Seal

Alex E. Paris Contracting Company, Inc.  
(Name of Principal)  
By: *Emmanuel A. Paris*  
(Must be President, Vice President, or  
Duly Authorized Agent)  
PRESIDENT  
(Title)

Surety Seal



Liberty Mutual Insurance Company  
(Name of Surety)  
By: *Karen Bachy*  
Karen Bachy 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.**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty Mutual.**

**SURETY**

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Karen Bachy of the city of Pittsburgh, state of PA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Alex E. Paris Contracting Company, Inc.

Obligee Name: State of West Virginia

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of December, 2018.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of December, 2020.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number:

WV001172

Classification:

GENERAL ENGINEERING

ALEX E PARIS CONTRACTING COMPANY IN  
DBA ALEX E PARIS CONTRACTING COMPANY IN  
PO BOX 369  
ATLASBURG, PA 15004-0369

Date Issued

Expiration Date

AUGUST 14, 2020

AUGUST 14, 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.





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

STATE OF ~~WEST VIRGINIA~~, PENNSYLVANIA

COUNTY OF WASHINGTON, TO-WIT:

I, EMANUEL A. PARIS III, after being first duly sworn, depose and state as follows:

- I am an employee of ALEX E. PARIS CONTRACTING COMPANY, INC.; and,  
(Company Name)
- I do hereby attest that ALEX E. PARIS CONTRACTING COMPANY, 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: EMANUEL A. PARIS III

Signature: *Emanuel A. Paris III*

Title: PRESIDENT

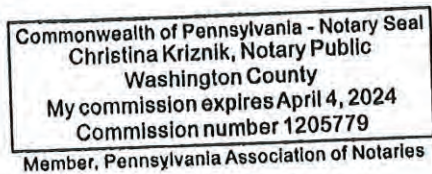
Company Name: ALEX E. PARIS CONTRACTING COMPANY, INC.

Date: 12/17/20

Taken, subscribed and sworn to before me this 17<sup>th</sup> day of December, 2020.

By Commission expires 4-4-24

(Seal)



*Christina Kriznik*  
(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 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: ALEX E. PARIS CONTRACTING COMPANY, INC.

Authorized Signature: *Emmanuel A. Paris* Date: 12/17/20

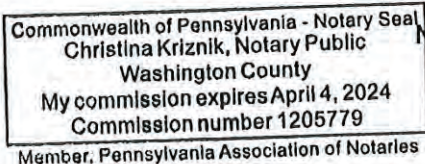
State of PENNSYLVANIA

County of WASHINGTON, to-wit:

Taken, subscribed, and sworn to before me this 17TH day of DECEMBER, 2020.

My Commission expires APRIL 4, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC *Christina Kriznik*



EXHIBIT A – PRICING PAGE  
**Tygart Lake State Park**  
**Wastewater Treatment and Sewer System Improvements**  
**Grafton, WV**

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Name of Vendor:

ALEX E. PARIS CONTRACTING COMPANY, INC

Address of Vendor:

1595 SMITH TOWNSHIP STATE ROAD  
ATLASBURG, PA 15004

Phone Number of  
Vendor:

724-947-2235

WV Contractors License  
No.

**WV-** 001172

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 Construction Documents.

**Total Base Bid:**

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

**Written in numbers.**

\$ 1,739,543.00

**Total Base Bid:**

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

**Written in words.**

One million seven hundred thirty nine thousand five hundred forty three dollars and zero cents



EXHIBIT A – PRICING PAGE  
**Tygart Lake State Park**  
**Wastewater Treatment and Sewer System Improvements**  
**Grafton, WV**

**All Bidders should complete the following Unit Price Sheets**

**UNIT PRICES:**

All unit prices shall include the complete installed price including all necessary work, labor, supplies, materials, equipment, excavation, backfill, etc. All items not specifically enumerated in the Plans and Specifications shall be considered incidental to the project and included in the various pay items.

<b>Unit Prices</b>				
Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
1	1 LS	Mobilization / Demobilization One hundred thousand Dollars zero Cents	\$100,000.00	\$100,000.00
2	1 LS	Videotaping of Project Area Two thousand two hundred Dollars zero Cents	\$2,200.00	\$2,200.00
3	1 LS	Erosion and Sediment Control Measures Ten thousand five hundred Dollars zero Cents	\$10,500.00	\$10,500.00
4	55 LF	1 1/4" HDPE DR-11 IPS Force Main Forty three Dollars zero Cents	\$43.00	\$2,365.00
5	3,400 LF	2" HDPE DR-13.5 IPS Force Main Fifteen Dollars fifty Cents	\$15.50	\$52,700.00
6	1,200 LF	6" HDPE DR-11 Horizontal Directional Drill (HDD) Two hundred forty one Dollars zero Cents	\$241.00	\$289,200.00



EXHIBIT A – PRICING PAGE  
**Tygart Lake State Park**  
**Wastewater Treatment and Sewer System Improvements**  
**Grafton, WV**

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
7	210 LF	6" PVC Sch. 80 Gravity Sewer Piping (Depth: 0' – 6') Seventy five Dollars zero Cents	\$75.00	\$15,750.00
8	50 LF	8" PVC Sch. 80 Gravity Sewer Piping (Depth: 0' – 6') One hundred ninety two Dollars zero Cents	\$192.00	\$9,600.00
9	20 LF	6" Steel Casing (Open Cut) One hundred twenty two Dollars zero Cents	\$122.00	\$2,440.00
10	30 LF	6" Steel Casing (Bore & Jack) Three hundred Dollars zero Cents	\$300.00	\$9,000.00
11	30 LF	HMA Road Repair Sixty Dollars zero Cents	\$60.00	\$1,800.00
12	10 LF	Concrete Road Repair One hundred fifty six Dollars zero Cents	\$156.00	\$1,560.00
13	35 LF	Gravel Road Repair Twenty five Dollars zero Cents	\$25.00	\$875.00



EXHIBIT A – PRICING PAGE  
**Tygart Lake State Park**  
**Wastewater Treatment and Sewer System Improvements**  
**Grafton, WV**

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
14	5 EA	Tie-in to Existing Sanitary System Two thousand seven hundred fifty Dollars zero Cents	\$2,750.00	\$13,750.00
15	5 EA	Cut & Plug Existing Line Three hundred ten Dollars zero Cents	\$310.00	\$1,550.00
16	3 EA	Inline Pressure Cleanout Two thousand nine hundred Dollars zero Cents	\$2,900.00	\$8,700.00
17	2 EA	Forcemain Combination Air/Vac Release Three thousand five hundred twenty five Dollars zero Cents	\$3,525.00	\$7,050.00
18	1 EA	48" Manhole Base, Conetop and Straddle Manhole Five thousand eight hundred fifty Dollars zero Cents	\$5,850.00	\$5,850.00
19	4 VF	48" Vertical Riser Pipe One hundred forty two Dollars zero Cents	\$142.00	\$568.00
20	1 LS	Lodge Submersible, Grinder Pump Station, Complete One fifty thousand Dollars zero Cents	\$150,000.00	\$150,000.00



EXHIBIT A – PRICING PAGE  
**Tygart Lake State Park**  
**Wastewater Treatment and Sewer System Improvements**  
**Grafton, WV**

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
21	1 LS	Marina E-One Pump Station, Complete Twenty two thousand five hundred Dollars zero Cents	\$22,500.00	\$22,500.00
22	1 LS	Picnic Area Submersible, Grinder Pump Station, Complete One hundred forty nine thousand Dollars zero Cents	\$149,000.00	\$149,000.00
23	1 LS	Abandonment & Removal of Existing Marina Pump Station Three thousand one hundred Dollars zero Cents	\$3,100.00	\$3,100.00
24	1 LS	Abandonment & Removal of Existing Picnic Area Pump Station Seven thousand six hundred twenty five Dollars zero Cents	\$7,625.00	\$7,625.00
25	1 LS	Abandonment In Place of Existing 48" Manhole One thousand three hundred Dollars zero Cents	\$1,300.00	\$1,300.00
26	1 LS	Abandonment & Removal of Existing Lodge WWTP Thirteen thousand five hundred Dollars zero Cents	\$13,500.00	\$13,500.00
27	1 LS	Abandonment & Removal of Existing Woodshed WWTP Seventeen thousand Dollars zero Cents	\$17,000.00	\$17,000.00



EXHIBIT A – PRICING PAGE  
**Tygart Lake State Park**  
**Wastewater Treatment and Sewer System Improvements**  
**Grafton, WV**

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
28	1 LS	Clearing and Grubbing of New Site Twenty eight thousand five hundred _____ Dollars zero _____ Cents	\$28,500.00	\$28,500.00
29	1 LS	Grading of Access Road and Plant Site Nine thousand one hundred _____ Dollars zero _____ Cents	\$9,100.00	\$9,100.00
30	1 LS	20,000 GPD Woodshed Wastewater Treatment Plant, Complete Seven hundred eighteen thousand _____ Dollars zero _____ Cents	\$718,000.00	\$718,000.00
31	1 LS	Civil Site work (Earth Work, Concrete, ETC) Twenty seven thousand _____ Dollars zero _____ Cents	\$27,000.00	\$27,000.00
32	300 CY	Excavation/Undercut of Existing Soils Forty four _____ Dollars zero _____ Cents	\$44.00	\$13,200.00
33	300 CY	Placement of Engineered Fill Material Ten _____ Dollars zero _____ Cents	\$10.00	\$3,000.00
34	75 TN	Road Base Stone Forty Eight _____ Dollars zero _____ Cents	\$48.00	\$3,600.00

EXHIBIT A – PRICING PAGE  
**Tygart Lake State Park**  
**Wastewater Treatment and Sewer System Improvements**  
**Grafton, WV**

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
35	150 TN	Crusher Run Stone Thirty Eight _____ Dollars zero _____ Cents	\$38.00 _____	\$5,700.00 _____
36	265 LF	6' High Chain Link Fencing, Complete with Swing Gates WWTP Sixty four _____ Dollars zero _____ Cents	\$64.00 _____	\$16,960.00 _____
37	1 LS	Reclamation of Disturbed Areas Fifteen thousand _____ Dollars zero _____ Cents	\$15,000.00 _____	\$15,000.00 _____

One million seven hundred thirty nine thousand five hundred forty three dollars and zero cents

**TOTAL BASE BID**

(\$ 1,739,543.00 ).

Unit Prices shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. Any contract issued as a result of this bid will contain the amount of the base bid and any approved alternates. Incomplete Bids will be considered non-responsive. Quantities indicated above are best estimates of actual quantities needed. The Contract award shall be based on the lowest Base Bid.



ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR21\*31

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.

ALEX E. PARIS CONTRACTING COMPANY, INC.  
Company

  
Authorized Signature

DECEMBER 8, 2020  
Date

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

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR21\*31

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 checked="" 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.

ALEX E. PARIS CONT CO. INC  
Company

  
Authorized Signature

12/15/2020  
Date

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






**State of West Virginia  
Agency Request for Quote  
Construction**

<b>Proc Folder:</b> 800668			<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-Tygart Lake SP WWT & Sewer System Improv.			
<b>Proc Type:</b> Agency Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-12-08	2020-12-17 13:30	ARFQ 0310 DNR2100000031	2

<b>BID RECEIVING LOCATION</b>
Division of Natural Resources Tygart Lake State Park 1240 Paul E Malone Rd. Grafton, WV 26354-9741

<b>VENDOR</b>		
<b>Vendor Customer Code:</b>		
<b>Vendor Name :</b> Alex E. Paris Contracting Company, Inc.		
<b>Address :</b>		
<b>Street :</b> 1595 Smith TownshipState Road		
<b>City :</b> Atlasburg		
<b>State :</b> PA	<b>Country :</b> U.S.A.	<b>Zip :</b> 15004
<b>Principal Contact :</b> Emanuel A. Paris III, President		
<b>Vendor Contact Phone:</b> 724-947-2235	<b>Extension:</b> 113	

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

<b>Vendor Signature X</b>  <b>FEIN#</b> 25-0934300	<b>DATE</b> 12/17/20
---	----------------------

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

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV 25305 US	DIVISION OF NATURAL RESOURCES TYGART LAKE STATE PARK 1240 PAUL E MALONE RD GRAFTON WV 26354-9741 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Waste disposal plant construction service				

Comm Code	Manufacturer	Specification	Model #
72121504			

**Extended Description:**  
Waste disposal plant construction service

SCHEDULE OF EVENTS
--------------------

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	MANDATORY Prebid at 1:00pm ET	2020-12-01
2	Technical Questions Due at 9:00am ET	2020-12-07



	Document Phase	Document Description	Page
DNR2100000031	Final	Addendum No.01-Tygart Lake SP WWT & Sewer System Improv.	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**State of West Virginia  
Agency Request for Quote  
Construction**

<b>Proc Folder:</b> 800668			<b>Reason for Modification:</b> Addendum  Addendum No. 02 is issued to publish and distribute the attached information to the Vendor Community.
<b>Doc Description:</b> Addendum No.02-Tygart Lake SP WWT & Sewer System Improv.			
<b>Proc Type:</b> Agency Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-12-11	2020-12-17 13:30	ARFQ 0310 DNR210000031	3

**BID RECEIVING LOCATION**

---

**VENDOR**

Vendor Customer Code:

Vendor Name :

Address :

Street :


City :

State : Country : Zip :

Principal Contact :

Vendor Contact Phone: Extension:

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

Vendor Signature X  FEIN# 25-0934300 DATE 12/17/20

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



INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV 25305 US	DIVISION OF NATURAL RESOURCES TYGART LAKE STATE PARK 1240 PAUL E MALONE RD GRAFTON WV 26354-9741 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Waste disposal plant construction service				

Comm Code	Manufacturer	Specification	Model #
72121504			

**Extended Description:**  
Waste disposal plant construction service

SCHEDULE OF EVENTS
--------------------

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	MANDATORY Prebid at 1:00pm ET	2020-12-01
2	Technical Questions Due at 9:00am ET	2020-12-07

	Document Phase	Document Description	Page
DNR2100000031	Final	Addendum No.02-Tygart Lake SP WWT & Sewer System Improv.	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**SOLICITATION NUMBER: ARFQ DNR21\*31**

**Addendum Number: No. 2**

---

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. Correction of the quantity for a bid item.
2. Revised Exhibit A Pricing Page FP-2.

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



WV Division of Natural Resources  
Parks

Tygart Lake State Park  
Wastewater Treatment & Sewer System Improvements  
ARFQ 0310 DNR210000031

The following is issued as Addendum No. 2 for the above-referenced project. This forms a part of the Contract Documents and modifies the original documents as noted below.

Correction

*Correction of 'Pricing Page:'*

Original: The original published ARFQ contained an error. Pricing Page FP-2, bid item no. 6 listed a quantity of 850 LF. This is not correct, as this was a horizontal measurement from mapping.

Corrected: The actual estimated length and quantity for this bid item is 1,200 LF. This page has been revised and is included as an attachment with this addendum.

ACKNOWLEDGEMENT:

The questions, answers, and comments detailed herein are part of the project documents for this project and are to be acknowledged on the bid form as ADDENDUM NUMBER 02.

This document is submitted this 11th day of December 2020, by West Virginia Division of Natural Resources – Parks and Recreation Section for distribution by Property and Procurement.

End of Addendum

**SOLICITATION NUMBER: ARFQ DNR21\*31**

**Addendum Number: No. 1**

---

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. Mandatory pre-bid sign-in sheet.
2. Correction to 'Agency Terms & Conditions.'
3. Correction to Specifications.
4. Approved alternate pump for specifications.
5. Clarification of soil testing responsibilities.
6. Additional notes.

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**

WV DIVISION OF NATURAL RESOURCES

Request for Quotation/Proposal No. \_\_\_\_\_

SIGN IN SHEET

Page 1 of 7

ARFQ DNR21\*31

PLEASE PRINT

Date: 12/01/2020

\*PLEASE BE SURE TO PRINT LEGIBLY. IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WV DNR</u>	<u>324 4th Ave.</u>	PHONE _____
Rep: <u>Don Bailey III</u>	<u>South Charleston W 25303</u>	_____
Email Address: _____	_____	FAX _____
Company: <u>4 Winds Global</u>	<u>261 Cove Road</u>	PHONE <u>276-896-3021</u>
Rep: <u>Aaron Roberts</u>	<u>Towson MD 21285</u>	_____
Email Address: <u>aaron.roberts@4windsglobal.com</u>	_____	FAX _____
Company: <u>DNR Parks</u>	<u>1240 Paul E. Melton</u>	PHONE <u>304-518-1759</u>
Rep: <u>James C Browning</u>	<u>Road 6 rpta</u>	_____
Email Address: <u>James.C.Browning</u>	_____	FAX _____
Company: <u>BEAR CONTRACTING</u>	<u>P.O. Box 1196</u>	PHONE <u>304-326-0160</u>
Rep: <u>DEREK ROGERS</u>	<u>BRIDGEPORT, WV 26330</u>	_____
Email Address: <u>d.wilson@bear-contracting.com</u>	_____	FAX _____



WV DIVISION OF NATURAL RESOURCES

Request for Quotation/Proposal No.

ARFQ DNR21\*31

SIGN IN SHEET

PLEASE PRINT

Page 2 of 7

Date: \_\_\_\_\_

\*PLEASE BE SURE TO PRINT LEGIBLY. IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Green River Group, LLC</u>	<u>714 Venture Dr. # 180</u>	PHONE _____
Rep: <u>Steve Calvert</u>	<u>Morgantown, wv 26508</u>	_____
Email Address: <u>S Calvert@greenrivergroup, LLC</u>	_____	FAX _____
Company: <u>Mon Valley Integration</u>	_____	PHONE <u>304-212-2930</u>
Rep: <u>Michael Widdup</u>	_____	_____
Email Address: <u>Michael.widdup@monvalleyintegration.com</u>	_____	FAX _____
Company: <u>Triple J Contractors</u>	_____	PHONE <u>276-971-4546</u>
Rep: <u>Jonathan Roberts</u>	_____	_____
Email Address: <u>triplejcontractors@gmail.com</u>	_____	FAX _____
Company: <u>Dan's Marine Service</u>	_____	PHONE <u>304)265-0188</u>
Rep: <u>Daniel Williams</u>	_____	_____
Email Address: <u>D.M.S Grafton @ A.O.C. Com</u>	_____	FAX <u>304)265-6858</u>



WV DIVISION OF NATURAL RESOURCES

Request for Quotation/Proposal No. \_\_\_\_\_

SIGN IN SHEET

Page 3 of 7

ARFQ DNR21\*31

PLEASE PRINT

Date: \_\_\_\_\_

\*PLEASE BE SURE TO PRINT LEGIBLY. IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: ALVAREZ CONTRACTORS INC	PO BOX 94 (2436 PATTEUSON MT RD) SPRINGDALE WV 25986	PHONE 304 484-7754 FAX 304-484-7062
Rep: GARY WALKER		
Email Address: GWRC1e.Frontier.com		
Company: Alex E Paris Contracting	1595 Smith Township Road Atlasburg PA 15004	PHONE 724-705-4395 724-947-2235 FAX
Rep: Howdy Dunmore		
Email Address: hdunmore@alexparis.com		
Company: Alex E Paris Contracting Co	1595 Smith Township Road Atlasburg Pa 15004	PHONE 724-350-8762 724-947-2235 FAX
Rep: Mark Casden		
Email Address: mcowden@alexparis.com		
Company: DOSS ENTERPRISES	120 MIDSTREAM WAY JANE LEN, WV 26378	PHONE 304.657.4459 304.884.2319 FAX
Rep: SHAWA FLEMING		
Email Address: shawn.fleming@dossenterprises.com		



**WV DIVISION OF NATURAL RESOURCES  
SIGN IN SHEET**

Request for Quotation/Proposal No.

ARFQ DNR21\*31

Page 4 of 7

PLEASE PRINT

Date: \_\_\_\_\_

**\*PLEASE BE SURE TO PRINT LEGIBLY. IF POSSIBLE, LEAVE A BUSINESS CARD**

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>CEC</u>	<u>600 Market Street</u>	PHONE <u>304-626-5899</u>
Rep: <u>Matt Fluharty</u>	<u>Bridgport WV</u>	_____
Email Address: <u>mfluharty@cecinc.com</u>	_____	FAX _____
Company: <u>CEC</u>	<u>600 Market Street</u>	PHONE <u>304-841-4251</u>
Rep: <u>Zach Weaver</u>	<u>Bridgeport, WV</u>	_____
Email Address: <u>Zweaver@cecinc.com</u>	_____	FAX _____
Company: <u>HFS Controls</u>	_____	PHONE <u>304-203-1379</u>
Rep: <u>Bobby Haines</u>	_____	<u>304-265-4893</u>
Email Address: <u><del>haines@hfscontrols.com</del></u>	_____	FAX <u>304-265-8031</u>
Company: <u>LAVITA Inc.</u>	<u>Morgantown WV, 26501</u>	PHONE <u>304-296-7531</u>
Rep: <u>Chris Decker</u>	<u>302 S. Dents Run Road</u>	<u>304-216-9759</u>
Email Address: <u>Chris.decker@lavita.com</u>	_____	FAX _____

David Alvarez II

Applied Construction Solutions

PO Box 440 Bridgeport WV 26330

304-844-1334 304-777-7211



Pro Contracting Inc

Red Brian Lemons

Email fnllap3@aol.com

mailing  
address

P.O. Box 90 Lost Creek, WI

phone (604) 745-8501

26385

J.F. ALLEN COMPANY Y

P.O. Box 2049

Tim Carr

Buckhannon, WV 26020

tcarr@jfallenco.com

304-460-7424

Fax 472-8890



WV Division of Natural Resources  
Parks

Tygart Lake State Park  
Wastewater Treatment & Sewer System Improvements  
ARFQ 0310 DNR2100000031

The following is issued as Addendum No. 1 for the above-referenced project. This forms a part of the Contract Documents and modifies the original documents as noted below.

Corrections

1. *Correction of 'Agency Terms & Conditions:'*

Original: The original published ARFQ contained an error. Agency Terms & Conditions, Item No. 7 shows Maintenance Bond being a requirement for this project. This is not correct.

Corrected: A Maintenance Bond is not required for this project. This page has been revised and is included as an attachment with this addendum.
2. *Correction of 'Specifications:'*

Original: Technical Specifications, Section 014000 – 4, 1.8.A.2: States... “Costs for retesting and re-inspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.” This is not correct.

Corrected: This section shall now read as follows: “Costs for retesting and re-inspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be the responsibility of the Contractor.”

Clarification

3. *Clarification of alternate product per specifications:*

Current Specifications: For the Lodge and Picnic Lift Stations, KSB submersible pumps, or equivalent, have been specified for each of the two lift stations.

Approved Alternate: Homa model GRP37/3FM submersible pumps as manufactured by Homa Pump Technology, out of Ansonia, CT, is approved as an equivalent alternative.
4. *Clarification of soil testing responsibilities:*

Technical Specifications, Section 014000 – 4, 1.8.B: States that soil tests and inspections are the Contractor's responsibilities.

#### Additional Notes

5. Representative for Bio-Disk:  
Aaron Roberts  
(276) 596-3026  
[aaron.roberts@4windsglobalsolutions.com](mailto:aaron.roberts@4windsglobalsolutions.com)
6. Contractors should pay careful attention to the “Instructions to Vendors” and the “Terms and Conditions” when filling out bid forms and providing supplemental information.
7. The work area must be flagged, signed, etc. Vendor is responsible for all safety. Clean-up must be thorough. Vendor is responsible for managing/disposing of their own waste materials.
8. Vendor is responsible for protecting the buildings/structures and their contents from moisture, dust, etc. entering the structures due to this work. Any issues resulting from areas being damaged and/or unprotected will be the responsibility of the vendor.
9. Be cautious of utilities. Vendor is responsible for any damages created by this work. If utilities need to be disconnected, vendor is responsible for providing temporary provisions approved by DNR. Coordinate any disruptions with Park management.
10. Parking spaces can be used for vendor parking. Coordinate use of these with Park Management.
11. During periods of construction, Management will keep the site closed to the public as possible. Some portions may remain open to the public.



**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Property and Procurement Office prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Property and Procurement Office.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\$1,000,000

**Automobile Liability Insurance** in at least an amount of: \$500,000

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

**Commercial Crime and Third-Party Fidelity Insurance** in an amount of:

for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.

- F. **Specialists:** Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. **Manufacturer's Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

#### 1.8 QUALITY CONTROL

- A. **Owner Responsibilities:** The Owner shall conduct any quality control testing in addition to all testing required by the Contractor including duplicate testing to confirm Contractor's test results, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be the responsibility of the Contractor.
- B. **Contractor Responsibilities:** All specified tests and inspections are the Contractor's responsibility including soils, concrete, pipe, manholes, and equipment. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 2. Notify testing agencies at least twenty-four (24) hours in advance of time when Work that requires testing or inspecting will be performed.
  - 3. Where Quality-Control Services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.