


Solicitation Response(SR) Dept: 0310 ID: ESR1217200000004371 Ver.: 1 Function: New Phase: Final

Modified by batch , 12/17/2020

Header  1

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 800668	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: VS0000022896	SO Doc ID: DNR2100000031
Legal Name: Pro Contracting Inc	Published Date: 12/11/20
Alias/DBA: Pro Contracting Inc	Close Date: 12/17/20
Total Bid: \$1,446,705.00	Close Time: 13:30
Response Date: 12/17/2020	Status: Closed
Response Time: 7:29	Solicitation Description: Addendum No.02-Tygart Lake SP WWT & Sewer System Improv. 
Responded By User ID: fnllap3	Total of Header Attachments: 1
First Name: Bryan	Total of All Attachments: 1
Last Name: Reger	
Email: fnllap3@aol.com	
Phone: 3046139454	



State of West Virginia
 Expression of Interest
 Architect/Engr

Procurement Folder : 581628

Document Description : Addendum No.01 A/E Tygart Lake SP Wastewater Systems Repairs

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-05-15	2019-06-14 13:30:00	AEOI 0310 DNR1900000013	2	Draft

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone <i>Pao Contracting, Inc</i> <i>Po Box 90</i> <i>Lost Creek WV 26375</i>

FOR INFORMATION CONTACT THE BUYER

Angela W Negley
 (304) 558-3397
 angela.w.negley@wv.gov

Signature X *A W N*

FEIN # *26-3349227*

DATE *12-17-20*

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

ADDITIONAL INFORMATION:

Addendum No. 01 is to provide additional information to the Vendor community.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES TYGART LAKE STATE PARK 1240 PAUL E MALONE RD GRAFTON WV 26354-9741 US	

Line	Commodity Line Description	Qty	Unit Issue
1	Civil engineering		

Commodity Code	Manufacturer	Model #	Specification
81101500			

Extended Description

Services will include architecture/engineering services and construction administration to provide necessary improvements to two (2) wastewater treatment plants and two (2) lift stations at Tygart Lake State Park.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Question Deadline at 9:00 a.m., EST	2019-05-31

DNR1900000013	Document Phase Draft	Document Description Addendum No.01 A/E Tygart Lake SP Wastewater Systems Repairs	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: AEOI DNR19*13

Cacapon Resort State Park Cabin HVAC Improvements

Addendum Number: No. 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") 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. Addendum issued to issue complete Expression of Interest and to change the Ship To location.

NO OTHER CHANGES.

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

Terms and Conditions:

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

Attachment A

EXPRESSION OF INTEREST
Tygart Lake State Park
Wastewater Treatment and Lift Station Improvements

TABLE OF CONTENTS:

1. Table of Contents
2. Section One: General Information
3. Section Two: Instructions to Vendors Submitting Bids
4. Section Three: Project Specifications
5. Section Four: Vendor Proposal, Evaluation, and Award
6. Section Five: Terms and Conditions
7. Certification and Signature Page

SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Procurement Section of the Division of Natural Resources (“Agency”), is requesting Expressions of Interest, (EOI) from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide engineering services to provide necessary improvements to two wastewater treatment plants and two lift stations at Tygart Lake State Park. The project will include all necessary permitting. (“Project”).

3. SCHEDULE OF EVENTS:

Release of the EOI.....	May 14, 2019
Written Questions Submission Deadline.....	May 31, 2019, at 9:00 a.m., EST
Addendum Issued	TBD
Expressions of Interest Opening Date.....	June 14, 2019, at 1:30 p.m., EST
Evaluation Committee List of Three Highest Qualified Firms Provided.....	TBD
Estimated Date for Interviews of Three Firms.....	TBD
Price Negotiations Commence with Highest Ranked Firm	TBD

EXPRESSION OF INTEREST
Tygart Lake State Park
Wastewater Treatment and Lift Station Improvements

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.



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:

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 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: May 31, 2019, at 9:00 a.m., EST

Submit Questions to:
West Virginia Division of Natural Resources
Property and Procurement Office
Attention: Angela White Negley
South Charleston, WV 25303
Fax: (304) 558-2165
Email: Angela.W.Negley@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. The Property and Procurement Office will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. 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 4th 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: Angela White Negley
SOLICITATION NUMBER: AEOI DNR19*13
BID CLOSING DATE: June 14, 2019
BID CLOSING TIME: 1:30 p.m., EST
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:

N/A

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: June 14, 2019, at 1:30 p.m., EST

Bid Opening Location:
West Virginia Division of Natural Resources
Property and Procurement Office
324 4th 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: 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 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. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

14. 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>.

14A. 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>.

15. 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 Purchasing Division 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. INTERESTED PARTY 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 Property and Procurement Office a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "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; 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: Provided, that subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

EXPRESSION OF INTEREST

Tygart Lake State Park

Wastewater Treatment and Lift Station Improvements

SECTION THREE: PROJECT SPECIFICATIONS

- 1. Background:** Tygart Lake State Park operates a Lodge and other facilities at Tygart Lake State Park. The agency operates a 20 KGD extended aeration plant and an 8 KGD extended aeration plant as well as several lift stations. Two of these lift stations need replaced or rehabilitated. The Agency desires to have the treatment systems evaluated for repair or replacement in order to provide more effective wastewater treatment. Vendors are being solicited to provide necessary professional engineering services to design the required improvements and provide construction contract administration. The planned improvements may also include any other work necessary for, or related to, the facilities, as well as any other necessary ancillary work; all located in Tygart Lake State Park in Taylor County, West Virginia.
- 2. Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:

 - 2.1.** Goal/Objective 1: Review existing plans and conditions as well as the operation of the park and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the facility and meet all objectives.
 - 2.2.** Goal/Objective 2: As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.
 - 2.3.** Goal/Objective 3: Provide Construction Contract Administration Services with competent professionals that ensures the project is constructed and functions as designed.
- 3. Qualifications, Experience, and Past Performance:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and the project goals and objectives and how they were met.

EXPRESSION OF INTEREST
Tygart Lake State Park
Wastewater Treatment and Lift Station Improvements

3.1 In addition to the above, the Vendor should provide information regarding the following:

- a. The successful firm or team should demonstrate a clear procedure for communication with the owner during all phases of the project.
- b. The successful firm or team should demonstrate a history of projects that met the owner's budget and a clear plan to ensure this project can be constructed within the project budget. This plan should be described in detail.
- c. The successful firm or team should demonstrate a history of projects that have been constructed in the time allotted in the contract documents and a clear plan to ensure this project will be constructed within the agreed construction period. This plan should be described in detail.
- d. The successful firm or team should demonstrate competent and acceptable experience in all expected professional disciplines necessary for the design and completion of the project.

4. Oral Presentations/Interviews: The Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. During oral presentations/interviews, vendors may not alter or add to their submitted proposal, but only clarify information already submitted. A description of the materials and information to be presented is provided below:

4.1. Materials and Information Required at Oral Presentation/Interviews:

The Vendor must be prepared to discuss and clarify required items submitted with the EOI as indicated in Section 3.

EXPRESSION OF INTEREST
Tygart Lake State Park
Wastewater Treatment and Lift Station Improvements

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's EOI response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with W.Va. Code §5G-1-3. That Code section requires the following related to evaluation and award:
 - 3.1. **Selection Committee Evaluation and Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
 - 3.1.1. evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
 - 3.1.2. conduct interviews with each of the three firms selected.
 - 3.1.3. rank the three selected firms in order of preference
 - 3.1.4. and commence scope of service and price negotiations with the highest qualified professional firm.

If negotiations are successful, the contract documents will be forwarded to the WV Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified at a fee determined to be fair and reasonable, the agency will then commence negotiations with the second most qualified firm, and so on, until an agreement is reached, or the solicitation is cancelled.

EXPRESSION OF INTEREST
Tygart Lake State Park
Wastewater Treatment and Lift Station Improvements

3.2. Three Firm Evaluation Rankings: The Agency will evaluate the three firms that have been determined most qualified to perform the desired service. The evaluation criteria are defined in the Procurement Specifications section and based on a 100-point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- | | |
|---|---------------------------|
| • Qualifications, Experience, and Past Performance | 40 Points Possible |
| • Goals and Objectives: –
Anticipated Concepts and Methods of Approach | 40 Points Possible |
| • <u>Oral Interview</u> | <u>20 Points Possible</u> |
| Total | 100 Points |

EXPRESSION OF INTEREST

Tygart Lake State Park
Wastewater Treatment and Lift Station Improvements

SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

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 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 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 award and extends for a period of two (2) 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 one (1) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed twelve (12) months in total. 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.

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 _____ 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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one (1) year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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, 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.

OTHER _____

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:

\$1,000,000

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 As required by State Supplementary Conditions to AIA B101-2017

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: Vendor shall pay liquidated damages in the amount of _____ for _____. 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.

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.

13. PAYMENT: 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: The Vendor must accept payment by electronic funds transfer (EFT) and/or through a Purchasing Card. The Purchasing Card program is administered under contract by a banking institution to process payment for goods and services. Vendors may sign up to receive EFT payments by visiting <https://www.sao.gov/ElectronicPayments/Default>.

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 and its subcontractor(s) 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. The Vendor agrees to notify each subcontractor of its potential responsibility to register with all municipalities in which it will perform work under this contract and to pay all requisite taxes, including all business and occupancy taxes, to those municipalities. Notification under this term must occur prior to the performance of any work under the contract by 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 Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Property and Procurement Office approval may or may not be required on certain agency delegated or exempt purchases.

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.

33. SUBCONTRACTOR COMPLIANCE: The Vendor shall notify all subcontractors providing commodities or services related to this Contract that they are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Notification under this provision must occur prior to the performance of any work under this contract by the subcontractor.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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

42. 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 hearth, 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.

43. 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, 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 pre- award 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. "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; 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: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within fifteen (15) days after receiving the supplemental disclosure of interested parties.

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: P20 Contracting Inc
Contractor's License No.: WV- WV 044670

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 AIA A101-2007 and A201-2007 or the A107-2007 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, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division 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 either oral or 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 any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

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 in 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 Tygart Lake SP Waste Water System Repair, Vendors are required to pay applicable Davis-Bacon wage rates. Dv R 1900000013

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.

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

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 AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

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.

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.

Bryan W Reyer AWR
(Name, Title)
Bryan W Reyer President
(Printed Name and Title)
Po Box 90 Lost Creek WV 26385
(Address)
304-745-8501 304-745-8503
(Phone Number) / (Fax Number)
Fullup3@aol.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.

Pro Contracting Inc
(Company)
AWR
(Authorized Signature) (Representative Name, Title)
Bryan W Reyer
(Printed Name and Title of Authorized Representative)
12-17-20
(Date)
304-745-8501 304-745-8503
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AEOI DNR19*13

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 checked="" 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.

Pro Contracting, Inc
Company

AUR
Authorized Signature

12.17.20
Date

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

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

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: Bryan W Reyer

Telephone Number: 304-745-8501

Fax Number: 304-745-8503

Email Address: Fwillap3@aol.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; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Pao Contracting Inc Address: Po Box 90

Lost Creek WV 26385

Name of Authorized Agent: Bryan W Royce Address: Po Box 90 Lost Creek W 26385

Contract Number: _____ Contract Description: Tygart Lake SP Wastewater System Repair

Governmental agency awarding contract: DNR 190000013

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: BWR

Date Signed: 12-17-20

Notary Verification

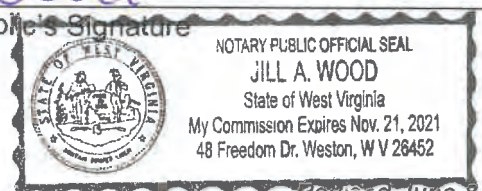
State of WV, County of Harrison:

I, Jill A. Wood, 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

Jill A. Wood exp. 11-21-21
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____





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

STATE OF WEST VIRGINIA,

COUNTY OF Harrison, TO-WIT:

I, Bryan W Ryan, after being first duly sworn, depose and state as follows:

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

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

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

Printed Name: Bryan W Ryan

Signature: BWR

Title: President

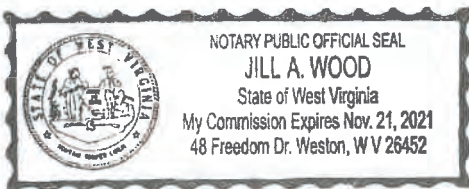
Company Name: Pao Contracting, Inc

Date: 12-17-20

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

By Commission expires November 21, 2021

(Seal)



Jill A. Wood
(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 exceed 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: Paq Contracting Inc

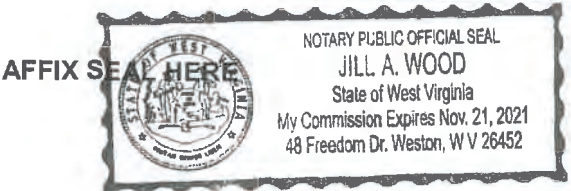
Authorized Signature: [Signature] Date: 12-17-20

State of West Virginia

County of Wayne, to-wit:

Taken, subscribed, and sworn to before me this 17th day of December, 2020

My Commission expires November 21, 2021



NOTARY PUBLIC Jill A. Wood
Purchasing Affidavit (Revised 01/19/2018)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pro Contracting, Inc.
of P. O. Box 90, Lost Creek, WV 26385, as Principal, and Travelers Casualty and Surety Company
of America of 1 Tower Sq., 5PB, Hartford, CT 06183, a corporation organized and existing under the laws of the State of Connecticut
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Total Bid Amount (\$ 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
DNR210000031: Tygart Lake SP WW Treatment & Sewer System Improvements

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 17th day of December, 20 20

Principal Seal

Pro Contracting, Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
President
(Title)

Surety Seal

Travelers Casualty and Surety Company of America
(Name of Surety)
[Signature]
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.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

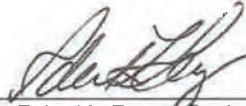
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Richard L. Higginbotham, Robin Hubbard-Sherrod, Jeffery O'Dell, and Bunnie Perrine of Charleston, West Virginia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th day of January, 2019**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th day of January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of December, 2020




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

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

Name of Vendor:

Pao Construction, Inc

Address of Vendor:

Po Box 90
Lost Creek WV 26385

Phone Number of Vendor:

304-745-8501

WV Contractors License No.

WV- 044670

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.

1,446,705⁰⁰

Total Base Bid:

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

Written in words.

One million Four Hundred Forty Six Thousand Seven Hundred Five Dollars And No 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.

Unit Prices				
Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
1	1 LS	Mobilization / Demobilization <u>Thirty Thousand</u> Dollars <u>no</u> Cents	<u>30,000⁰⁰</u>	<u>30,000⁰⁰</u>
2	1 LS	Videotaping of Project Area <u>Five Thousand</u> Dollars <u>no</u> Cents	<u>5000⁰⁰</u>	<u>5000⁰⁰</u>
3	1 LS	Erosion and Sediment Control Measures <u>Five Thousand</u> Dollars <u>no</u> Cents	<u>5000⁰⁰</u>	<u>5000⁰⁰</u>
4	55 LF	1 1/4" HDPE DR-11 IPS Force Main <u>Twenty</u> Dollars <u>no</u> Cents	<u>20⁰⁰</u>	<u>1100⁰⁰</u>
5	3,400 LF	2" HDPE DR-13.5 IPS Force Main <u>Eighteen</u> Dollars <u>no</u> Cents	<u>18⁰⁰</u>	<u>61,200⁰⁰</u>
6	850 LF	6" HDPE DR-11 Horizontal Directional Drill (HDD) <u>One Hundred</u> Dollars <u>no</u> Cents	<u>100⁰⁰</u>	<u>85,000⁰⁰</u>

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') <u>Forty Three</u> Dollars <u>no</u> Cents	<u>43⁰⁰</u>	<u>9030⁰⁰</u>
8	50 LF	8" PVC Sch. 80 Gravity Sewer Piping (Depth: 0' – 6') <u>Forty Eight</u> Dollars <u>no</u> Cents	<u>48⁰⁰</u>	<u>2400⁰⁰</u>
9	20 LF	6" Steel Casing (Open Cut) <u>Ninety</u> Dollars <u>no</u> Cents	<u>90⁰⁰</u>	<u>1800⁰⁰</u>
10	30 LF	6" Steel Casing (Bore & Jack) <u>Ninety</u> Dollars <u>no</u> Cents	<u>90⁰⁰</u>	<u>2700⁰⁰</u>
11	30 LF	HMA Road Repair <u>Eighty</u> Dollars <u>no</u> Cents	<u>80⁰⁰</u>	<u>2400⁰⁰</u>
12	10 LF	Concrete Road Repair <u>One Hundred Fifty</u> Dollars <u>no</u> Cents	<u>150⁰⁰</u>	<u>1500⁰⁰</u>
13	35 LF	Gravel Road Repair <u>Ten</u> Dollars <u>no</u> Cents	<u>10⁰⁰</u>	<u>350⁰⁰</u>

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 <u>Twenty Five Hundred</u> Dollars <u>00</u> Cents	<u>2500</u> "	<u>12,500</u> "
15	5 EA	Cut & Plug Existing Line <u>One Thousand</u> Dollars <u>00</u> Cents	<u>1000</u> "	<u>5000</u> "
16	3 EA	Inline Pressure Cleanout <u>Twenty Two Hundred</u> Dollars <u>00</u> Cents	<u>2200</u> "	<u>6600</u> "
17	2 EA	Forcemain Combination Air/Vac Release <u>Forty Five Hundred</u> Dollars <u>00</u> Cents	<u>4500</u> "	<u>9000</u> "
18	1 EA	48" Manhole Base, Conetop and Straddle Manhole <u>Three Thousand</u> Dollars <u>00</u> Cents	<u>3000</u> "	<u>3000</u> "
19	4 VF	48" Vertical Riser Pipe <u>One Hundred Fifty</u> Dollars <u>00</u> Cents	<u>150</u> "	<u>600</u> "
20	1 LS	Lodge Submersible, Grinder Pump Station, Complete <u>One Hundred Thirty Five Thousand</u> Dollars <u>00</u> Cents	<u>135,000</u> "	<u>135,000</u> "

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 <u>Twenty Five Thousand</u> Dollars <u>00</u> Cents	<u>25,000</u> ⁰⁰	<u>25,000</u> ⁰⁰
22	1 LS	Picnic Area Submersible, Grinder Pump Station, Complete <u>One Hundred Fifty Thousand</u> Dollars <u>00</u> Cents	<u>150,000</u> ⁰⁰	<u>150,000</u> ⁰⁰
23	1 LS	Abandonment & Removal of Existing Marina Pump Station <u>Ten Thousand</u> Dollars <u>00</u> Cents	<u>10,000</u> ⁰⁰	<u>10,000</u> ⁰⁰
24	1 LS	Abandonment & Removal of Existing Picnic Area Pump Station <u>Ten Thousand</u> Dollars <u>00</u> Cents	<u>10,000</u> ⁰⁰	<u>10,000</u> ⁰⁰
25	1 LS	Abandonment In Place of Existing 48" Manhole <u>Two Thousand</u> Dollars <u>00</u> Cents	<u>2,000</u> ⁰⁰	<u>2,000</u> ⁰⁰
26	1 LS	Abandonment & Removal of Existing Lodge WWTP <u>Twenty Five Thousand</u> Dollars <u>00</u> Cents	<u>25,000</u> ⁰⁰	<u>25,000</u> ⁰⁰
27	1 LS	Abandonment & Removal of Existing Woodshed WWTP <u>Twenty Five Thousand</u> Dollars <u>00</u> Cents	<u>25,000</u> ⁰⁰	<u>25,000</u> 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 <u>Ten Thousand</u> Dollars <u>00</u> Cents	<u>10,000</u> ⁰⁰	<u>10,000</u> ⁰⁰
29	1 LS	Grading of Access Road and Plant Site <u>Seventy Two Hundred</u> Dollars <u>00</u> Cents	<u>7200</u> ⁰⁰	<u>7200</u> ⁰⁰
30	1 LS	20,000 GPD Woodshed Wastewater Treatment Plant, Complete <u>Seven Hundred Thirty Thousand</u> Dollars <u>00</u> Cents	<u>730,000</u> ⁰⁰	<u>730,000</u> ⁰⁰
31	1 LS	Civil Site work (Earth Work, Concrete, ETC) <u>Sixteen Thousand</u> Dollars <u>00</u> Cents	<u>16,000</u> ⁰⁰	<u>16,000</u> ⁰⁰
32	300 CY	Excavation/Undercut of Existing Soils <u>Twenty</u> Dollars <u>00</u> Cents	<u>20</u> ⁰⁰	<u>6000</u> ⁰⁰
33	300 CY	Placement of Engineered Fill Material <u>Seventy Four</u> Dollars <u>00</u> Cents	<u>74</u> ⁰⁰	<u>22,200</u> ⁰⁰
34	75 TN	Road Base Stone <u>Thirty Two</u> Dollars <u>00</u> Cents	<u>32</u> ⁰⁰	<u>2400</u> 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 <u>Thirty Two</u> Dollars <u>no</u> Cents	<u>32⁰⁰</u>	<u>4800⁰⁰</u>
36	265 LF	6' High Chain Link Fencing, Complete with Swing Gates WWTP <u>Forty Five</u> Dollars <u>no</u> Cents	<u>45⁰⁰</u>	<u>11,925⁰⁰</u>
37	1 LS	Reclamation of Disturbed Areas <u>Ten Thousand</u> Dollars <u>no</u> Cents	<u>10,000⁰⁰</u>	<u>10,000⁰⁰</u>
TOTAL BASE BID <u>One Million Four Hundred Forty Six Thousand Seven Hundred</u>				
(\$ <u>1,446,705</u>). <u>Five Dollars and no cents</u>				

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.

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

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

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

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 4th 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



State of West Virginia
 Expression of Interest
 Architect/Engr

Procurement Folder : 581628

Document Description : Addendum No.03 A/E Tygart Lake SP Wastewater Systems Repair

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No		Version	Phase
2019-06-04	2019-06-14 13:30:00	AEOI	0310 DNR1900000013	4	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone <i>Pro Contracting Inc</i> <i>Po Box 90</i> <i>Lost Creek WV 26385</i>

FOR INFORMATION CONTACT THE BUYER
 Angela W Negley
 (304) 558-3397
 angela.w.negley@wv.gov

Signature X *AWN* FEIN # *26-3348227* DATE *12-17-20*

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

ADDITIONAL INFORMATION:

Addendum No. 03 is to provide additional information to the Vendor community.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES TYGART LAKE STATE PARK 1240 PAUL E MALONE RD GRAFTON WV 26354-9741 US	

Line	Commodity Line Description	Qty	Unit Issue
1	Civil engineering		

Commodity Code	Manufacturer	Model #	Specification
81101500			

Extended Description

Services will include architecture/engineering services and construction administration to provide necessary improvements to two (2) wastewater treatment plants and two (2) lift stations at Tygart Lake State Park.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Question Deadline at 9:00 a.m., EST	2019-05-31

DNR1900000013	Document Phase Final	Document Description Addendum No.03 A/E Tygart Lake SP Wastewater Systems Repair	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia
 Expression of Interest
 Architect/Engr

Procurement Folder : 581628

Document Description : Addendum No.02 A/E Tygart Lake SP Wastewater Systems Repair

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No		Version	Phase
2019-05-20	2019-06-14 13:30:00	AEOI	0310 DNR1900000013	3	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone <i>Pao Contracting Inc</i> <i>PO Box 90</i> <i>Lost Creek WV 26395</i>

FOR INFORMATION CONTACT THE BUYER

Angela W Negley
 (304) 558-3397
 angela.w.negley@wv.gov

Signature X *[Signature]* FEIN # *26-3348227* DATE *12-17-20*

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

ADDITIONAL INFORMATION:

Addendum No. 02 is to provide additional information to the Vendor community.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES TYGART LAKE STATE PARK 1240 PAUL E MALONE RD GRAFTON WV 26354-9741 US	

Line	Commodity Line Description	Qty	Unit Issue
1	Civil engineering		

Commodity Code	Manufacturer	Model #	Specification
81101500			

Extended Description

Services will include architecture/engineering services and construction administration to provide necessary improvements to two (2) wastewater treatment plants and two (2) lift stations at Tygart Lake State Park.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Question Deadline at 9:00 a.m., EST	2019-05-31

DNR190000013	Document Phase Final	Document Description Addendum No.02 A/E Tygart Lake SP Wastewater Systems Repair	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions