

Solicitation Response(SR) Dept: 0310 ID: ESR0204210000005226 Ver.: 1 Function: New Phase: Final

Modified by batch , 02/04/2021

Header  1

General Information   Contact   Default Values   Discount   Document Information   Clarification Request

<b>Procurement Folder:</b> 816507	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Purchase Order	<b>SO Dept:</b> 0310
<b>Vendor ID:</b> VS0000022896	<b>SO Doc ID:</b> DNR2100000036
<b>Legal Name:</b> Pro Contracting Inc	<b>Published Date:</b> 1/26/21
<b>Alias/DBA:</b> Pro Contracting Inc	<b>Close Date:</b> 2/4/21
<b>Total Bid:</b> \$903,279.00	<b>Close Time:</b> 13:30
<b>Response Date:</b> 02/04/2021	<b>Status:</b> Closed
<b>Response Time:</b> 10:36	<b>Solicitation Description:</b> Addendum No. 04 - Watoga State Park Waterline Upgrades
<b>Responded By User ID:</b> fnllap3	<b>Total of Header Attachments:</b> 1
<b>First Name:</b> Bryan	<b>Total of All Attachments:</b> 1
<b>Last Name:</b> Reger	
<b>Email:</b> fnllap3@aol.com	
<b>Phone:</b> 3046139454	



State of West Virginia  
Agency Request for Quote  
Construction

<b>Proc Folder:</b> 816507			<b>Reason for Modification:</b>
<b>Doc Description:</b> Watoga State Park Waterline Replacement			
<b>Proc Type:</b> Agency Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-12-09	2021-01-21 13:30	ARFQ 0310 DNR2100000036	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: *US0000022896*  
Vendor Name: *Pro Contracting Inc*  
Address: *PO Box 90*  
Street:  
City: *Loft Creek*  
State: *WV* Country: *USA* Zip: *26387*  
Principal Contact: *Bryan W. Reiser*  
Vendor Contact Phone: *204-745-8501* Extension:

**FOR INFORMATION CONTACT THE BUYER**

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

Vendor Signature X *JWR* FEIN# *26-3348222* DATE *2-4-21*

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

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV 25305 US	DIVISION OF NATURAL RESOURCES WATOGA STATE PARK 4800 WATOGA PARK RD MARLINTON WV 24954-9550 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Watoga State Park Waterline Replacement				

Comm Code	Manufacturer	Specification	Model #
72103300			

**Extended Description:**

Watoga State Park replacement of existing water lines.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting 1:00PM ET	2021-01-07
2	Technical Questions Due 9:00AM ET	2021-01-12

	Document Phase	Document Description	Page
DNR2100000036	Final	Watoga State Park Waterline Replacement	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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:

Watoga State Park  
Administration Building  
4800 Watoga Park Road  
Marlinton, WV 24954  
01/07/2021 at 1:00pm

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

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

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

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

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

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

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

Question Submission Deadline: 01/12/21 at 9:00am ET

Submit Questions to:

West Virginia Division of Natural Resources

Property and Procurement Office

Attention: Jamie Adkins

South Charleston, WV 25303

Fax: (304) 558-2165

Email: [jamie.h.adkins@wv.gov](mailto:jamie.h.adkins@wv.gov)

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

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

The bid delivery address is:

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

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

SEALED BID:

BUYER: Mr. Jamie Adkins  
SOLICITATION NUMBER: ARFQ DNR21\*36  
BID CLOSING DATE: 01/21/21  
BIDCLOSING TIME: 1:30PM ET  
FAX NUMBER: 304-558-2165

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

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

BID TYPE:

Technical  
 Cost



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

Bid Opening Date and Time:

Bid Opening Location:

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

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## AGENCY TERMS & CONDITIONS

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

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

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

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

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

**Term Contract**

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

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

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

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

**Fixed Period Contract:** This Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within <sup>180</sup> \_\_\_\_\_ days.

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

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

**Other:** See attached.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
\$1,000,000

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

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

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



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

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

Other As required by State Supplementary Conditions to A201-2017

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

\$300 PER DAY for each calendar day beyond the contract completion date.

Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

**32. LICENSING:** In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

Contractor's Name: Pro Construction, Inc.  
Contractor's License No.: WV- WV044670

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 7. DAVIS-BACON AND RELATED ACT WAGE RATES:

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

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

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

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

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

**i.** Bidder's name

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

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

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

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

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

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

- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.



Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Pao Contracting Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
None	

Attach additional pages if necessary.

**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.

AWR President  
(Name, Title)  
Bryan W Reger President  
(Printed Name and Title)  
Po Box 90 Lost Creek WV 26385  
(Address)  
304-745-8501 304-745-8503  
(Phone Number) / (Fax Number)  
Fuller3@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.

P20 Contracting Inc.  
(Company)

AWR President  
(Authorized Signature) (Representative Name, Title)

Bryan W Reger President  
(Printed Name and Title of Authorized Representative)

2-4-21  
(Date)

304-745-8501 304-745-8503  
(Phone Number) (Fax Number)



REQUEST FOR QUOTATION  
Watoga State Park  
Waterline Upgrades

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GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of Watoga State Park to establish a contract for the upgrades to the waterline system throughout the park. E.L. Robinson Engineering is serving as the Architect on this project.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
  - 2.1 **"Construction Services"** means providing all material and installation of new waterline as more fully described in these specifications and the Specifications/Project Manual.
  - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
  - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Division of Natural Resources.
  - 2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least [insert number of projects] projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request,

REQUEST FOR QUOTATION  
Watoga State Park  
Waterline Upgrades

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through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

- 4.2. Contractor must meet the minimum qualifications as specified in the project manual.
- 4.3. Maintain sufficient workforce to complete the project in the specified time frame.
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(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.
7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.
- Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.
8. **RETAINAGE:** Agency is entitled to withhold **10%** from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.

REQUEST FOR QUOTATION  
**Watoga State Park  
Waterline Upgrades**

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- 9. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
- 10. SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by **180 days following Notice to Proceed Date** and final completion within **30 days of being issued substantial completion**. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.
- 11. LIQUIDATED DAMAGES:** Liquidated damages will be incurred at a rate of **\$300** per calendar day for each day past the completion date that the project has not achieved substantial completion.
- 12. PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

**WVDNR**  
**Planning Engineering and Maintenance**  
**Attn: Rebecca Westfall**  
**324 4<sup>th</sup> Ave.**  
**South Charleston, WV 25303**  
[Rebecca.Westfall@wv.gov](mailto:Rebecca.Westfall@wv.gov)  
Digital is free, paper is not available

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

**Kanawha Valley Builders Association**

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

REQUEST FOR QUOTATION  
Watoga State Park  
Waterline Upgrades

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**Construction Employers Association NCWV**

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

**Parkersburg Marietta Contractors Association**

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

**Ohio Valley Construction Employers Council**

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

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

REQUEST FOR QUOTATION  
Watoga State Park  
Waterline Upgrades

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15. MISCELLANEOUS:

15.1. **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: Brian W. Reyer

Telephone Number: 304-745-8501

Fax Number: 304-745-8503

Email Address: Fullap3@aol.com

EXHIBIT A – PRICING PAGE  
Watoga State Park  
Waterline Upgrades

Name of Vendor:

Pao Contracting, Inc

Address of Vendor:

Po Box 90 Lost Creek WV  
26381

Phone Number of  
Vendor:

304-745-8501

WV Contractors License  
No.

WV-  
WV044670

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 attached specifications

**Total Base Bid:**

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

**Written in numbers.**

903,279<sup>00</sup>

**Total Base Bid:**

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

**Written in words.**

Nine Hundred Three Thousand  
Two Hundred Seventy Nine Dollars  
and no cents

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



**WV Division of Natural Resources**  
**Watoga State Park Water System Upgrades**  
**Unit Bid Sheet - Revised January 25, 2021**

Item No.	Description	Units	Quantity	Unit Price	Total Price
1	Connect / Reconnect To Existing System	EA	6	1500 <sup>00</sup>	9000 <sup>00</sup>
2	3" Hot-tap Connection	EA	1	2000 <sup>00</sup>	2000 <sup>00</sup>
3	Connect/Reconnect Service Lines; Install Pits, Valve & Drain	EA	38	950 <sup>00</sup>	36,100 <sup>00</sup>
4	Replace Filters at Riverside	LS	1	110,000 <sup>00</sup>	110,000 <sup>00</sup>
5	Replace Filters and Building Extension at Busch Place	LS	1	110,000 <sup>00</sup>	110,000 <sup>00</sup>
6	Beaver Creek Treatment Building Upgrades	LS	1	65,000 <sup>00</sup>	65,000 <sup>00</sup>
7	Type B Trench Repair	LF	238	40 <sup>00</sup>	9520 <sup>00</sup>
8	Type C Trench Repair	LF	1,120	7 <sup>00</sup>	7840 <sup>00</sup>
9	Erosion Control & Seeding	LS	1	37,000 <sup>00</sup>	37,000 <sup>00</sup>
10	Chlorine Contact Piping & Fittings at Beaver Creek	LS	1	30,000 <sup>00</sup>	30,000 <sup>00</sup>
11	4" HDPE DR9 Water Line	LF	1,962	22 <sup>00</sup>	43,164 <sup>00</sup>
12	4" HDPE DR9, HDD, Includes Stream Crossings	LF	40	70 <sup>00</sup>	2800 <sup>00</sup>
13	4" Gate Valve	EA	5	1050 <sup>00</sup>	5250 <sup>00</sup>
14	3" HDPE DR9 Water Line	LF	4,025	20 <sup>00</sup>	80,500 <sup>00</sup>
15	3" HDPE , HDD; Includes Stream Crossings	LF	1,060	40 <sup>00</sup>	42,400 <sup>00</sup>
16	3" Gate Valve	EA	13	1000 <sup>00</sup>	13,000 <sup>00</sup>
17	8" Steel Casing, Open Cut	LF	30	50 <sup>00</sup>	1,500 <sup>00</sup>
18	8" Steel Casing, Bore & Jack	LF	123	65 <sup>00</sup>	7995 <sup>00</sup>
19	2" PVC, SDR 13.5 Water line	LF	7,500	19 <sup>00</sup>	142,500 <sup>00</sup>
20	2" HDPE, HDD Stream Crossing	LF	234	40 <sup>00</sup>	9360 <sup>00</sup>
21	2" Gate Valve	EA	23	750 <sup>00</sup>	17,250 <sup>00</sup>
22	2" Flushing Hydrants	EA	9	1700 <sup>00</sup>	15,300 <sup>00</sup>
23	Replace Existing Yard Hydrants (Campground)	EA	4	900 <sup>00</sup>	3600 <sup>00</sup>
24	New Yard Hydrant at Existing Lift Stations (Cabin 3 & Pine Run)	EA	2	1200 <sup>00</sup>	2400 <sup>00</sup>
25	Manual Air Release Valve	EA	7	900 <sup>00</sup>	6300 <sup>00</sup>
26	Automatic Air Release Valve	EA	1	1200 <sup>00</sup>	1200 <sup>00</sup>
27	Service Line Reconnection (Drinking Fountains)	EA	2	650 <sup>00</sup>	1300 <sup>00</sup>
28	3/4" HDPE Service Line	LF	1,200	15 <sup>00</sup>	18,000 <sup>00</sup>
29	1" HDPE Service Line	LF	1,400	16 <sup>00</sup>	22,400 <sup>00</sup>
30	Future Service Line Connection (Beaver Creek Campground)	EA	1	1200 <sup>00</sup>	1200 <sup>00</sup>
31	Cut & Cap Existing Water Line	EA	4	1500 <sup>00</sup>	6000 <sup>00</sup>
32	WVDOT 307-1 (Shoulder Stone)	TON	250	50 <sup>00</sup>	12,500 <sup>00</sup>
33	Mobilization	LS	1	30,000 <sup>00</sup>	30,000 <sup>00</sup>
Total Bid =					903,379 <sup>00</sup>

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



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pro Contracting, Inc.  
of P. O. Box 80, Lost Creek, WV 26385, as Principal, and Travelers Casualty and Surety Company  
of America of 1 Tower Sq., 6PB, 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 Obligees, 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  
DNR210000038: Watoga State Park Waterline Upgrades

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 Obligees 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 4th day of February, 2021

Principal Seal

Pro Contracting, Inc.

(Name of Principal)

By [Signature]

(Must be President, Vice President, or  
Duly Authorized Agent)

(Title)

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, Bonnie Perrine, and Lisa Gay Asbury 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 4th day of February, 2021



  
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.

WV CONTRACTOR'S LICENSE WV044670  
FEIN 26-3348227

PO BOX 90  
681 HAWK HWY  
LOST CREEK, WV 26385  
304-745-8501 office  
304-745-8503 fax

# PRO CONTRACTING, INC.

## AFFIDAVIT OF AUTHORITY TO SIGN

AS AT: JANUARY 2, 2021

**PRO CONTRACTING, INC.**, located at 681 Hawk Highway, PO Box 90, Lost Creek WV 26385, hereby certifies that Bryan Reger, President of Pro Contracting, Inc. has the authority to execute and/or sign all documents on behalf of our company for any reason including but not limited to all bids and or associated bidding documents and associated contract documents.

By affixing his signature, Bryan W. Reger, as President, has unequivocal authority to bind the company to any and all contractual agreements.



Bryan W. Reger, President

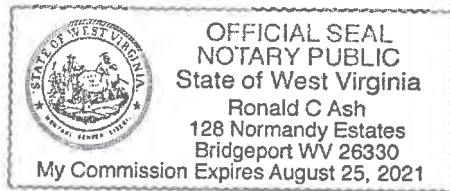
Sworn and Subscribed to before me:



Ronald C. Ash, Notary Public

This 2<sup>nd</sup> day of January, 2021

State of West Virginia  
County of Harrison  
My commission expires 08/25/2021



.....



# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV044670

Classification:

GENERAL ENGINEERING

PRO CONTRACTING INC  
DBA PRO CONTRACTING INC  
PO BOX 90  
LOST CREEK, WV 26365

Date Issued

Expiration Date

OCTOBER 06, 2020

OCTOBER 06, 2021

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

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



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

STATE OF WEST VIRGINIA,

COUNTY OF Harrison, TO-WIT:

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

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

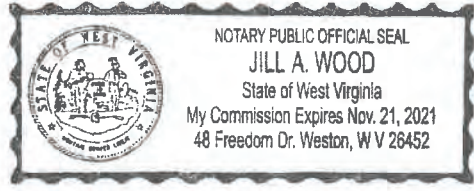
The above statements are sworn to under the penalty of perjury.

Printed Name: Bryan W Rye  
 Signature: [Handwritten Signature]  
 Title: President  
 Company Name: Peo Contracting Inc  
 Date: 2-4-21

Taken, subscribed and sworn to before me this 4<sup>th</sup> day of February, 2021.

By Commission expires NOV. 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 exceeds five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Pro Contracting Inc

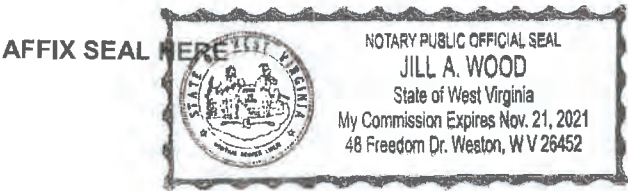
Authorized Signature: [Signature] Date: 2-4-21

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 4<sup>th</sup> day of February, 2021

My Commission expires NOV. 21, 2021.



NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 01/19/2018)



State of West Virginia  
Agency Request for Quote  
Construction

<b>Proc Folder:</b> 816507		<b>Reason for Modification:</b> Addendum  Addendum No. 01 is issued to publish and distribute the attached information to the Vendor Community.
<b>Doc Description:</b> Addendum No. 01 - Watoga State Park Waterline Upgrades		
<b>Proc Type:</b> Agency Purchase Order		
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>
2021-01-15	2021-01-21 13:30	ARFQ 0310 DNR2100000036
		<b>Version</b>
		2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: *US0000022896*  
Vendor Name: *Pau Contracting Inc*  
Address: *Po Box 90*  
Street :  
City: *Lust Creek WV 26385*  
State: *WV* Country: *US* Zip: *26385*  
Principal Contact: *Bryan W Roney*  
Vendor Contact Phone: *304-745-8501* Extension:

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

Vendor Signature X *[Signature]* FEIN# *26-3348227* DATE *2-4-21*

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

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV 25305 US	DIVISION OF NATURAL RESOURCES WATOGA STATE PARK 4800 WATOGA PARK RD MARLINTON WV 24954-9550 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Watoga State Park Waterline Upgrades				

Comm Code	Manufacturer	Specification	Model #
72103300			

**Extended Description:**  
Watoga State Park replacement of existing water lines.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting 1:00PM ET	2021-01-07
2	Technical Questions Due 9:00AM ET	2021-01-12

	Document Phase	Document Description	Page
DNR2100000036	Final	Addendum No. 01 - Watoga State Park Waterline Upgrades	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR21\*36

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

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

Pro Contracting Inc  
Company

AUR  
Authorized Signature

2-4-21  
Date

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





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

<b>Proc Folder:</b> 816507		<b>Reason for Modification:</b> Addendum  Addendum No. 02 is issued to publish and distribute the attached information to the Vendor Community.
<b>Doc Description:</b> Addendum No. 02 - Watoga State Park Waterline Upgrades		
<b>Proc Type:</b> Agency Purchase Order		
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>
2021-01-19	2021-01-21 13:30	ARFQ 0310 DNR2100000036
		<b>Version</b>
		3

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: VS0000022896  
 Vendor Name: Pro Contracting, Inc  
 Address: Po Box 90  
 Street:  
 City: Lusk Casak  
 State: WV Country: US Zip: 26385  
 Principal Contact: Bryan W Rejon  
 Vendor Contact Phone: 304-745-8501 Extension:

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

Vendor Signature X *[Signature]* FEIN# 26-3348227 DATE 2-4-21

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

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV 25305 US	DIVISION OF NATURAL RESOURCES WATOGA STATE PARK 4800 WATOGA PARK RD MARLINTON WV 24954-9550 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Watoga State Park Waterline Upgrades				

Comm Code	Manufacturer	Specification	Model #
72103300			

**Extended Description:**

Watoga State Park replacement of existing water lines.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting 1:00PM ET	2021-01-07
2	Technical Questions Due 9:00AM ET	2021-01-12

	Document Phase	Document Description	Page
DNR2100000036	Final	Addendum No. 02 - Watoga State Park Waterline Upgrades	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR21\*36

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

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

Pro Contracting, Inc  
Company

AWR  
Authorized Signature

2-4-21  
Date

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



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

<b>Proc Folder:</b> 816507		<b>Reason for Modification:</b> Addendum  Addendum No. 03 is issued to publish and distribute the attached information to the Vendor Community.
<b>Doc Description:</b> Addendum No. 03 - Watoga State Park Waterline Upgrades		
<b>Proc Type:</b> Agency Purchase Order		
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>
2021-01-19	2021-01-28 13:30	ARFQ 0310 DNR2100000036
		<b>Version</b>
		5

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: *US0000022846*  
 Vendor Name: *Pao Construction, Inc*  
 Address: *PO Box 90*  
 Street:  
 City: *Lush Creek WV*  
 State: *WV* Country: *US* Zip: *26385*  
 Principal Contact: *Bryan W Reyer*  
 Vendor Contact Phone: *304-745-8501* Extension:

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

Vendor Signature X *AWR* FEIN# *26-334827* DATE *2-4-21*

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



INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV 25305 US	DIVISION OF NATURAL RESOURCES WATOGA STATE PARK 4800 WATOGA PARK RD MARLINTON WV 24954-9550 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Watoga State Park Waterline Upgrades				

Comm Code	Manufacturer	Specification	Model #
72103300			

**Extended Description:**  
Watoga State Park replacement of existing water lines.

SCHEDULE OF EVENTS
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Line	Event	Event Date
1	Mandatory Pre-bid Meeting 1:00PM ET	2021-01-07
2	Technical Questions Due 9:00AM ET	2021-01-12

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR21\*36

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| <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 |

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Pro Contracting Inc  
Company

DWR  
Authorized Signature

2.4.21  
Date

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



State of West Virginia  
Agency Request for Quote  
Construction

<b>Proc Folder:</b> 816507		<b>Reason for Modification:</b> Addendum  Addendum No. 04 is issued to publish and distribute the attached information to the Vendor Community.
<b>Doc Description:</b> Addendum No. 04 - Watoga State Park Waterline Upgrades		
<b>Proc Type:</b> Agency Purchase Order		
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>
2021-01-26	2021-02-04 13:30	ARFQ 0310 DNR2100000036
		<b>Version</b>
		6

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: *VS 0000022896*  
Vendor Name: *Pao Contractors, Inc*  
Address: *PO Box 90*  
Street :  
City: *Lost Creek*  
State: *WV* Country: *US* Zip: *26385*  
Principal Contact: *Bryan W Reyer*  
Vendor Contact Phone: *304-745-8501* Extension:

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

Vendor Signature X *B W R* FEIN# *26-3348227* DATE *2-4-21*

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

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR21\*36

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Addendum Numbers Received:

*(Check the box next to each addendum received)*

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|-------------------------------------|----------------|--------------------------|-----------------|
| <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 checked="" type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9  |
| <input type="checkbox"/>            | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

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Pau Contracting, Inc  
Company

[Signature]  
Authorized Signature

2-4-21  
Date

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