

Solicitation Response(SR) Dept: 0310 ID: ESR0604200000007246 Ver.: 1 Function: New Phase: Final

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Header 4



General Information Contact Default Values Discount Document Information

Procurement Folder: 714528	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: 00000205574	SO Doc ID: DNR200000048
Legal Name: FAMCO INC	Published Date: 5/20/20
Alias/DBA:	Close Date: 6/4/20
Total Bid: \$373,707.00	Close Time: 13:30
Response Date: 06/04/2020	Status: Closed
Response Time: 12:12	Solicitation Description: Addendum No.02 - North Bend State Park Waterline Replacement
	Total of Header Attachments: 4
	Total of All Attachments: 4



**State of West Virginia
Request For Quotation
Construction**

Procurement Folder : 714528

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

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2020-05-20	2020-06-04 13:30:00	ARFQ 0310 DNR2000000048	3	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone FAMCO, INC. P.O. BOX 1577 HUNTINGTON, WV 25716 304-529-3328

FOR INFORMATION CONTACT THE

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

Signature X

FEIN # 55-0662094

DATE JUNE 04, 2020

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

ADDITIONAL INFORMATION:

Addendum

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

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES NORTH BEND STATE PARK 202 NORTH BEND PARK RD CAIRO WV 26337-9730 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	North Bend State Park Waterline Replacement				

Commodity Code	Manufacturer	Model #	Specification
72103300			

Extended Description

North Bend State Park replacement of existing water lines.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Non-mandatory Pre-bid Meeting 11:00AM - 2:00PM ET	2020-05-12
2	Technical Questions Due 9:00AM ET	2020-05-18

DNR2000000048	Document Phase Final	Document Description Addendum No.02 - North Bend State Park Waterline Replacement	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

Contractor's Name: FAMCO, INC.

Contractor's License No.: WV- 000408

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

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

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

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

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

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

i. Bidder's name

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

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

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

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

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

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

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

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

RICHARD C. SMAILES, PRESIDENT
(Printed Name and Title)

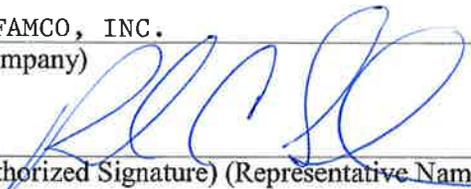
P.O. BOX 1577, HUNTINGTON, WV 25716
(Address)

304-529-3328 / 304-529-3325
(Phone Number) / (Fax Number)

dick.smailes@comcast.net
(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.

FAMCO, INC.
(Company)


(Authorized Signature) (Representative Name, Title)

RICHARD C. SMAILES, PRESIDENT
(Printed Name and Title of Authorized Representative)

JUNE 04, 2020
(Date)

304-529-3328 304-529-3325
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
North Bend State Park
Waterline Upgrades

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of North Bend State Park to establish a contract for upgrading various sections of waterlines throughout the park.
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 upgrades and replacement of existing waterlines as more fully described in these specifications and the Specifications/Project Manual.
 - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the West Virginia Division of Natural Resources.
 - 2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least [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, through knowledge or documentation of the Vendor's past projects, through

REQUEST FOR QUOTATION
North Bend State Park
Waterline Upgrades

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. Employ workers with all certifications or qualifications to perform the necessary work
- 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(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
8. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

WVDNR
Planning Engineering and Maintenance
Attn: Rebecca Westfall
324 4th Ave.
South Charleston, WV 25303
Rebecca.Westfall@wv.gov
Digital is free, paper is not available

REQUEST FOR QUOTATION
North Bend State Park
Waterline Upgrades

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

Construction Employers Association NCWV

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

Parkersburg Marietta Contractors Association

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

Ohio Valley Construction Employers Council

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

9. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

10. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

REQUEST FOR QUOTATION
North Bend State Park
Waterline Upgrades

- 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 10.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 10.5. Vendor shall inform all staff of Agency's security protocol and procedures.

11. MISCELLANEOUS:

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

Contract Manager: RICHARD C. SMAILES

Telephone Number: 304-529-3328

Fax Number: 304-529-3325

Email Address: dick.smailes@comcast.net

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR20*48

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.

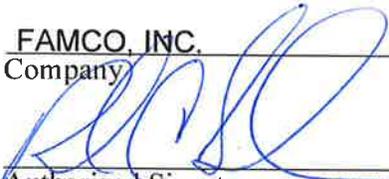
Addendum Numbers Received:

(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.

FAMCO, INC.
Company


Authorized Signature RICHARD C. SMAILES, PRESIDENT

JUNE 04, 2020
Date

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

EXHIBIT A – PRICING PAGE
WVDNR North Bend State Park
Water System Improvements

Name of Vendor:

FAMCO, INC.

Address of Vendor:

P.O. BOX 1577
HUNTINGTON, WV 25716

Phone Number of
Vendor:

304-529-3328

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 vendors, 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 construction of the facility and related work described in the drawings and specifications, and not included in the additive alternates therein described.

Total Base Bid shall be indicated in the space below.

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$ 373,707.00

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

THREE HUNDRED SEVENTY-THREE THOUSAND
SEVEN HUNDRED SEVEN DOLLARS AND
ZERO CENTS

WV Division of Natural Resources
North Bend State Park Water System Upgrades
Unit Bid Sheet

Item No.	Description	Units	Quantity	Unit Price	Total Price
1	6" Hot-Tap Connect To Existing System	EA	1	4,950.00	4,950.00
2	4" Hot-Tap Connect To Existing System	EA	2	1,925.00	3,850.00
3	Connect/Reconnect To Existing System	EA	4	2,825.00	11,300.00
4	Type B Trench Repair	LF	290	51.00	14,790.00
5	Type C Trench Repair	LF	20	8.00	160.00
6	Erosion Control & Seeding	LS	1	4,500.00	4,500.00
7	Valve Replacement at Lodge (4" & 6")	LS	1	5,750.00	5,750.00
8	6" PVC C-900, DR 18 Water Line	LF	2,949	33.00	97,317.00
9	6" HDPE Waterline, Directional Drill	LF	510	41.00	20,910.00
10	6" Water Valve	EA	5	975.00	4,875.00
11	12" Steel Casing, Bore & Jack	LF	30	125.00	3,750.00
12	12" Steel Casing, Open Cut	LF	45	82.00	3,690.00
13	Fire Hydrant	EA	2	4,400.00	8,800.00
14	4" PVC C-900, DR 18 Water Line	LF	1,890	30.00	56,700.00
15	4" Water Valve	EA	2	810.00	1,620.00
16	8" Steel Casing, Open Cut	LF	45	74.00	3,330.00
17	2" PVC Water line	LF	2,025	20.00	40,500.00
18	2" Gate Valve	EA	6	615.00	3,690.00
19	2" Blow Off Hydrant	EA	1	1,725.00	1,725.00
20	6" HDPE Stream Crossing-Directional Drill	LF	400	60.00	24,000.00
21	Leak Meter	EA	1	1,575.00	1,575.00
22	Air Release Valve	EA	2	665.00	1,330.00
23	Service Line Reconnection	EA	10	500.00	5,000.00
24	WVDOT 307-1 (Shoulder Stone)	TON	100	41.00	4,100.00
25	Rip-Rap Ditch Protection	LF	1,600	7.20	11,520.00
26	Cut & Cap Existing Water Line	EA	5	1,225.00	6,125.00
27	Mobilization	LS	1	24,000.00	24,000.00
				Total Bid =	373,707.00

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

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.

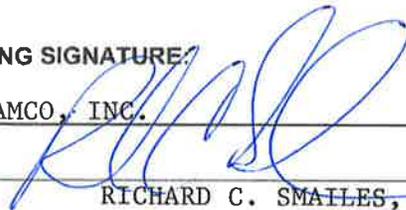
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: FAMCO, INC.

Authorized Signature:  Date: JUNE 04, 2020

RICHARD C. SMALLES, PRESIDENT

State of WEST VIRGINIA

County of CABELL, to-wit:

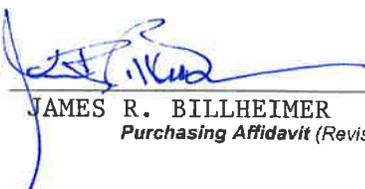
Taken, subscribed, and sworn to before me this 4TH day of JUNE, 2020.

My Commission expires DECEMBER 12, 2023.



AFFIX SEAL HERE.

NOTARY PUBLIC


JAMES R. BILLHEIMER

Purchasing Affidavit (Revised 01/19/2018)

FAMCO, INC.
GENERAL CONTRACTORS

3450 16TH ST. ROAD P.O. BOX 1577
(304) 529-3328 FAX NO. 529-3325

HUNTINGTON, WEST VIRGINIA 25716



CORPORATE AUTHORIZATION RESOLUTION
FAMCO, INC.

1. The meeting of the Board of Directors of **Famco, Inc., P.O. Box 1577, Huntington, WV, 25716** was held on the 25th Day of August, 2014, at 10 o'clock A.M. at Charleston, West Virginia.

A. I, Robert M. LaFon, certify that I am Secretary of the above named corporation organized under the laws of the state of West Virginia, on the 26th day of March, 1986, Federal Employer I.D. number 55-0662094, engaged in business under the trade name of Famco, Inc., and that the following resolutions are hereby adopted.

B. Be it resolved that:

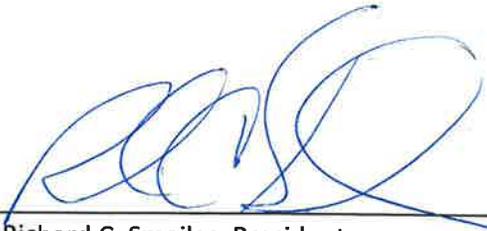
- (1) Mr. Richard C. Smailes is President of Famco, Inc.
- (2) Mr. Richard C. Smailes shall have unlimited power to enter into contracts, borrow funds, pledge the assets of the corporation

C. I further certify that the Board of Directors of this corporation has full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this corporation on the 25th Day of August, 2014



Robert M. LaFon, Secretary



Richard C. Smailes, President

Seal

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV000408

Classification:

GENERAL ENGINEERING

FAMCO INC
DBA FAMCO INC
PO BOX 1577
HUNTINGTON, WV 25716

Date Issued

Expiration Date

AUGUST 05, 2019

AUGUST 05, 2020



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 CABELL, **TO-WIT:**

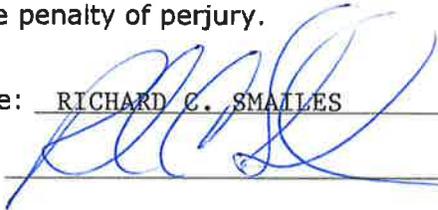
I, RICHARD C. SMAILES, after being first duly sworn, depose and state as follows:

1. I am an employee of FAMCO, INC.; and,
(Company Name)
2. I do hereby attest that FAMCO, 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: RICHARD C. SMAILES

Signature: 

Title: PRESIDENT

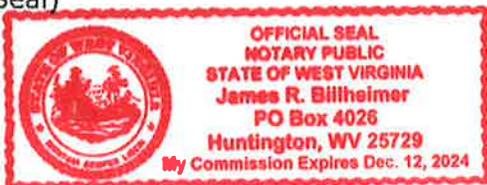
Company Name: FAMCO, INC.

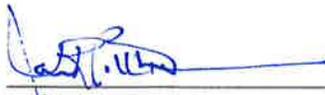
Date: JUNE 04, 2020

Taken, subscribed and sworn to before me this 4TH day of JUNE, 2020.

By Commission expires DECEMBER 19, 2023

(Seal)




(Notary Public)
JAMES R. BILLHEIMER

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Famco, Inc.
of Huntington, West Virginia, as Principal, and Travelers Casualty and Surety Company
of America of Hartford, CT, a corporation organized and existing under the laws of the State of Connecticut
with its principal office in the City of Hartford, CT, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the Amount of the bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

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

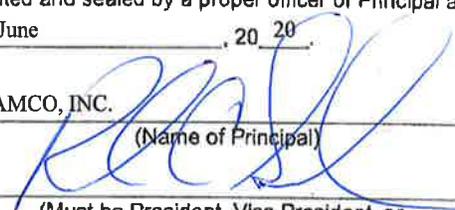
NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 4th day of June, 2020.

Principal Seal

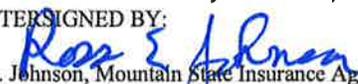
FAMCO, INC.
(Name of Principal)
By 
(Must be President, Vice President, or Duly Authorized Agent)
RICHARD C. SMAILES
PRESIDENT
(Title)

Surety Seal

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA
(Name of Surety)


WILLIAM A. KANTLEHNER, III 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.

COUNTERSIGNED BY:

Ross E. Johnson, Mountain State Insurance Agency, Inc.
1206 Kanawha Blvd. East, Suite 100, Charleston, WV 25301-9865



**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 **William A. Kantlehner III** of **LOUISVILLE, Kentucky**, 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

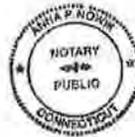
City of Hartford ss.

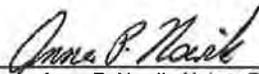
By: 
Robert L. Raney, Senior Vice President

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

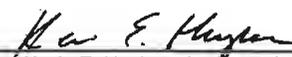
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **June**, 2020




Kevin E. Hughes, Assistant Secretary

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