

Header 1



General Information Contact Default Values Discount Document Information Clarification Request

**Procurement Folder:**  
1116616

**SO Doc Code:**  
ARFQ

**Procurement Type:**  
Agency Purchase Order

**SO Dept:**  
0310

**Vendor ID:**  
VS0000006984

**SO Doc ID:**  
DNR2300000008

**Legal Name:**  
VIRCO CONTRACTING INC

**Published Date:**  
10/27/22

**Alias/DBA:**

**Close Date:**  
11/10/22

**Total Bid:**  
\$58,600.00

**Close Time:**  
13:30

**Response Date:**  
11/09/2022

**Status:**  
Closed

**Response Time:**  
17:44

**Solicitation Description:**  
Addendum No. 01 - McClintic WMA  
Pond 23 Dam Repairs

**Responded By User ID:**  
Vircocontracting

**Total of Header Attachments:**  
1

**First Name:**  
Jessica

**Total of All Attachments:**  
1

**Last Name:**  
Vir

**Email:**  
jessica@vircocompany.

**Phone:**  
3044150136

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:**

Virco Contracting Inc.



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

[illegible]

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.

Jason R. Carte, Engineering Manager

(Name, Title)

(Printed Name and Title)

224 Capitol Street, Charleston, WV 25301

(Address)

304-741-4659

(Phone Number) / (Fax Number)

jason@vircocompany.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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated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.

Virco Contracting Inc.

(Company)

Abel Vir, President

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

11/9/22

(Date)

304-543-2709

(Phone Number) (Fax Number)



REQUEST FOR QUOTATION  
McClintic WMA Pond 23  
Embankment and Spillway Repair

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**14. MISCELLANEOUS:**

**14.1. 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:** Jason R. Carte  
**Telephone Number:** 304-741-4659  
**Fax Number:** \_\_\_\_\_  
**Email Address:** jason@vircocompany.com

**14.2. Owner's Representative:** Owner's representative for notice purposes is

**Name:** Roger C. Wolfe  
**Telephone Number:** 304 550 8137  
**Fax Number:** \_\_\_\_\_  
**Email Address:** roger.c.wolfe@wv.gov

**15. Initial Decision Maker:** Civil Tech Engineering, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

EXHIBIT A – PRICING PAGE  
**McClintic Wildlife Management Area  
Pond 23 Embankment and Spillway Repair**

Name of Vendor:

Virco Contracting Inc.

Address of Vendor:

224 Capitol Street  
Charleston, WV 25301

Phone Number of  
Vendor:

304-543-2709

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.

**“A” Base Bid**

The Base Bid shall consist of repair and construction of the emergency and related work described in the drawings and specifications. **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.

\$58,600.00

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

Fifty Eight Thousand, Six Hundred

**Total Base Bid =** \$58,600.00

**BID SHEET**  
**POND 23 IMPROVEMENTS**  
 Prepared By: Civil Tech Engineering, Inc.  
 April 20, 2022

ITEM	DESCRIPTION	BID			
		QUANTITY	UNIT	COST/UNIT	EXTENDED PRICE (\$)
1.0	SURVEYING (Max. 5% of Contract)	1.0	LS	\$2,900.00	\$2,900.00
2.0	QUALITY CONTROL TESTING (Max. 5% of Contract)	1.0	LS	\$2,900.00	\$2,900.00
3.0	MOB/DEMOB (Max. 10% of Contract)	1.0	LS	\$5,800.00	\$5,800.00
4.1	SITE GRADING	1.0	LS	\$35,000.00	\$35,000.00
6.0	EROSION AND SEDIMENT CONTROL	1.0	LS	\$4,500.00	\$4,500.00
7.0	SEEDING, FERTILIZING, & MULCHING	1.0	LS	\$7,500.00	\$7,500.00

**BID PRICE**

**\$ 58,600.00**



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Virco Contracting, Inc.  
of Charleston WV, as Principal, and Western Surety Company  
of Chicago IL, a corporation organized and existing under the laws of the State of  
SD with its principal office in the City of Chicago, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5% ) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Division of Natural Resources ARFQ 0310 DNR2300000008 McClintic WMA Pond 23 Repairs - According to Plans and  
Specifications

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 10th day of November, 2022.

Principal Seal



Virco Contracting, Inc.

(Name of Principal)

By Alld

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

PRESIDENT

(Title)

Surety Seal

Western Surety Company

(Name of Surety)

By: Kimberly J. Wilkinson

Kimberly J. Wilkinson, WV Resident Agent 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.**





# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kimberly J Wilkinson, Gregory T Gordon, Patricia A Moye, Jeremy B Stanley, Terri L Dodrill, Individually**

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2022.



WESTERN SURETY COMPANY

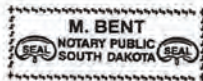
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 17th day of October, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of November, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

STATE OF WEST VIRGINIA  
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: Virco Contracting Inc.

Authorized Signature: \_\_\_\_\_

Date: 11/9/22

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 9th day of November, 2022

My Commission expires October 26, 2026.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**



*Purchasing Affidavit (Revised 01/19/2018)*






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

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

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

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

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

Printed Name: Abel Vir  
Signature:   
Title: President  
Company Name: Virco Contracting Inc.  
Date: 11/9/22

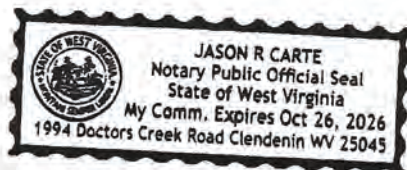
STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 9th day of November, 2022.

By Commission expires 10/26/26

(Seal)



  
(Notary Public)



# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV048448

CLASSIFICATION:

LANDSCAPING  
EXCAVATION

VIRCO CONTRACTING INC  
DBA VIRCO CONTRACTING INC  
PO BOX 4183  
CHARLESTON, WV 25364

DATE ISSUED

JANUARY 19, 2022

EXPIRATION DATE

JANUARY 19, 2023

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



WEST VIRGINIA  
CONTRACTOR  
LICENSING BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.