

RFQ # COR61766

**ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY FOR
THE COMPLETION OF THE INFRASTRUCTURE IMPROVEMENTS PROJECT
EXTERIOR LIGHTING WORK**

ST. MARYS CORRECTIONAL CENTER

PLEASANTS COUNTY, WV

BID FORM

Bidder's Company Name: DAVIS PICKERING & CO., INC.

Bidder's Address: 165 ENTERPRISE DRIVE
MARIETTA, OHIO 45750

Remittance Address: SAME AS ABOVE
(If different)

Phone Number: 740 - 373 - 5896

Fax Number: 740 - 373 - 8638

Email Address: JOSH.BLUE@DAVISPICKERING.COM

WV Contractor's License Number: WV008321

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

09/16/15 09:40:32
WV Purchasing Division

COR61766 – EXTERIOR LIGHTING WORK
ST. MARYS CORRECTION CENTER
FORM OF PROPOSAL, CONTINUED

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Description</u> <u>Unit Price in Words</u>	<u>Unit Price</u> <u>In Figures</u>	<u>Total Price</u> <u>In Figures</u>
9	1	LS	Mobilization <u>EIGHTEEN THOUSAND</u> <u>SIXTY</u> Dollars and <u>ZERO</u> Cents	\$ <u>N/A</u>	\$ <u>18,060.⁰⁰</u>
Div. 16A	1	LS	Installation of Two (2) – 100' Tall and One (1) – 60 Tall High Mast Lights, Concrete Foundations, Conduit, Controls and All Other Related Work Complete-in-Place <u>TWO HUNDRED SIXTY EIGHT THOUSAND FOUR HUNDRED</u> <u>NINETY</u> Dollars and <u>ZERO</u> Cents	\$ <u>N/A</u>	\$ <u>268,490.⁰⁰</u>
Div. 16B	1	LS	Installation of Replacement Fixtures for Five (5) Existing High-Mast Lighting Towers Converting From HPS to LED, and All Other Related Work Complete-in-Place <u>ONE HUNDRED SIX THOUSAND NINE HUNDRED</u> <u>FORTY</u> Dollars and <u>ZERO</u> Cents	\$ <u>N/A</u>	\$ <u>106,940.⁰⁰</u>
Total Bid COR61766				\$	<u>393,490.⁰⁰</u>


Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

RESPECTFULLY SUBMITTED:

DATE: 9/17/15

WV VENDOR NO.: 000000206811

CONTRACTOR LICENSE NO.: WV008321

BY: 

(SIGNATURE, IN INK)

TITLE: PRESIDENT

FIRM NAME: DAVIS PICKERING & CO., INC (CORPORATE SEAL
IF APPLICABLE)

ADDRESS: 165 ENTERPRISE DRIVE
MARIETA, OHIO 45750

END OF BID FORM for COR61766

Agency _____
REQ.P.O.# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Davis Pickering and Co. Inc.
of Marion Ohio, as Principal, and Ohio Farmers
Ins. Co. of Westfield Center, Ohio, a corporation organized and existing under the laws of the State of
Ohio with its principal office in the City of Westfield Center as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees, in the penal sum of 570 (\$ 570) 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
WV Division of Corrections - Infrastructure Improvements
exterior lighting work at St. Marys Correctional Facility

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 14th day of September, 2015.

Principal Seal

Davis Pickering & Co. Inc.
(Name of Principal)

By Kelly J. [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

Corp. Sec. Treas
(Title)

Surety Seal

Ohio Farmers Ins Co
(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.**

General
Power
of Attorney

POWER NO. 3406401 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

R. KIRK SCHULTHEIS, APRIL R. HACKNEY, JENNIFER L. EASTES, JOINTLY OR SEVERALLY

of **MARIETTA** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed **FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000)---**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **27th** day of **AUGUST** A.D., **2007**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **27th** day of **AUGUST** A.D., **2007**, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **14th** day of **September**, A.D., **2007**.



Frank A. Carrino
Frank A. Carrino, Secretary

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ COR1600000005

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 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 |

N/A
NO ADDENDUMS
RECEIVED

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.

DAVIS PICKERING & CO., INC

Company


Authorized Signature
9/15/15

Date

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



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

STATE OF WEST VIRGINIA,
COUNTY OF Pleasants, TO-WIT:

I, Dustin Flinn, after being first duly sworn, depose and state as follows:

1. I am an employee of Davis Pickering & Co. Inc.; and,
(Company Name)
2. I do hereby attest that Davis Pickering & Co. Inc.
(Company Name)

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

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

By: [Signature]
 Title: President
 Company Name: Davis Pickering & Co. Inc.
 Date: 9/15/15

Taken, subscribed and sworn to before me this 15 day of Sept, 2015.

By Commission expires Nov 26, 2018



LAURA N. WAY
Notary Public, State of Ohio
My Commission Expires Nov. 26, 2018

[Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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: DAVIS PICKERING & CO., INC
Authorized Signature: [Signature] Date: 9/15/15

State of Oh
County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 15 day of Sept, 2015
My Commission expires Nov 26 2018, 20 .



LAURA N. WAY
Notary Public, State of Ohio
My Commission Expires Nov. 26, 2018

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 07/01/2012)

DPC

General & Electrical Contractors

165 Enterprise Drive
Marietta, OH 45750
Phone: (740) 373-5896
Fax: (740) 373-8638

E-mail
josh.blue@davispickering.com

Safety//Quality//Integrity

OH24757 WV008321

Subcontractor List

September 15, 2015

DPC Intends to utilize the following sub-contractors

1. 3D Construction LLC
514 George Street
Parkersburg, WV 26101
WV Contractors License # WV037934

Respectfully Submitted



Josh Blue, Chief Estimator
Davis Pickering & Co., Inc.



General & Electrical Contractors

165 Enterprise Drive
Marietta, OH 45750
Phone: (740) 373-5896
Fax: (740) 373-8638

E-mail
josh.blue@davispickering.com

Safety//Quality//Integrity

OH24757 WV008321

Fax Cover Sheet

DATE: September 15, 2015 TIME: 1:38 PM
TO: CRYSTAL RINK PHONE:
COMPANY: WV PURCHASING DIVISION FAX: 304-558-3970

FROM: JOSH BLUE PHONE: 740-373-5896
FAX: 740-373-8638

RE: Solicitation No. COR160000005 Addendum Acknowledgement Form

Number of pages including cover sheet: 2

Message: Please add the Addendum Acknowledgement Form to our bid. Our bid was mailed out 9/15/15 for the solicitation number referenced above.

Sincerely,
Josh Blue
Chief Electrical Estimator
Davis Pickering & Co., Inc.

09/15/15 15:13:56
WV Purchasing Division

An equal opportunity employer



www.davispickering.com

Page 1 of 1

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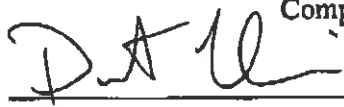
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
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DAVIS PICKERING & Co, Inc

 Company


 Authorized Signature
 9/15/15

 Date

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Revised 6/8/2012