



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 32 - Reclamation

Proc Folder: 180116

Doc Description: City of Wheeling Landfill Interim Improvements

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-27	2016-04-06 13:30:00	CRFQ 0313 DEP1600000045	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

*Victory Construction Co.  
 PO Box 134  
 Flemington, WV 26347  
 304.877.5561*

04/12/16 09:23:33  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Beth Collins  
 (304) 558-2157  
 beth.a.collins@wv.gov

Signature X

*Randall Kelley*

FEIN # 55-0781517

DATE 4-11-16

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

**CERTIFICATION AND SIGNATURE PAGE**

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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated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

Victory Construction Co  
(Company)

Randall Keller  
(Authorized Signature) (Representative Name, Title)

304-677-5561 704-738-2333 4-11-16  
(Phone Number) (Fax Number) (Date)

**ADDITIONAL INFORMATION:**

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR A CONTRACT FOR THE CITY OF WHEELING LANDFILL INTERIM IMPROVEMENTS RECLAMATION PROJECT LOCATED IN OHIO COUNTY NEAR CITY OF WHEELING, WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS AND DOCUMENTATION.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Upgrade existing gravel roads	2000.00000	LF		9000.00

Comm Code	Manufacturer	Specification	Model #
70131703			

**Extended Description :**  
Upgrade existing gravel roads to ground-water monitoring wells, consisting of an even mixture of No. 57 and 1 1/2" crusher run limestone or durable sandstone measuring not less than 10' wide by 4" deep. (No rounded stone)

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Open culvert both above and below the culvert	2.00000	EA		1500.00

Comm Code	Manufacturer	Specification	Model #
70131703			

**Extended Description :**  
Open culvert both above and below the culvert

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Clean and re-establish surface water diversion ditch.	500.00000	LF		3000.00

Comm Code	Manufacturer	Specification	Model #
70131703			

**Extended Description :**  
Clean and re-establish surface water diversion ditch.  
(Approx. 3 feet wide by 2 feet deep)

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Remove all washed debris and place back in fill.	1.00000	EA		3000.00

Comm Code	Manufacturer	Specification	Model #
70131703			

**Extended Description :**  
Remove all washed debris and place back in fill.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Cover exposed waste with 12 inches of soil	1.00000	ACRE		15000.00

Comm Code	Manufacturer	Specification	Model #
70131703			

**Extended Description :**

Cover exposed waste with 12 inches of soil

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Install lined water trough	500.00000	LF		4000.00

Comm Code	Manufacturer	Specification	Model #
70131703			

**Extended Description :**

Install lined water trough from upper culvert to lower surface water diversion ditch

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Seed and mulch all disturbed areas	3.00000	ACRE		4500.00

Comm Code	Manufacturer	Specification	Model #
70131703			

**Extended Description :**

Seed and mulch all disturbed areas

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Mobilization/Demobilization	1.00000	LS		15000.00

Comm Code	Manufacturer	Specification	Model #
70131703			

**Extended Description :**

Mobilization/Demobilization  
(50% each, total not greater than 5% of contract price.)

**SCHEDULE OF EVENTS:**

Line	Event	Event Date
1	Mandatory Pre Bid Meeting at 11:00 AM, EST	2016-03-02
2	Tech Questions Deadline at 5:00 PM, EST	2016-03-11

**ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:**

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.

Victory Construction Co.  
Company

Randall Kelley  
Authorized Signature

4-11-16  
Date

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

**BID SHEET**

**City of Wheeling Landfill Interim Closure**

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2000 LF	Upgrade existing gravel roads to ground-water monitoring wells consisting of an even mixture of No. 57 and 1 ½" crusher run limestone or durable sandstone measuring not less than 10 feet wide by 4 inches deep. (No rounded stone)	\$ <u>4.50</u> LF	\$ <u>9000.00</u>
2	2 EA	Open culvert both above and below the culvert.	\$ _____ Each	\$ <u>1500.00</u>
3	500 LF	Clean and re-establish surface water diversion ditch, (approx. 3 feet wide by 2 feet deep)	\$ <u>6.00</u> LF	\$ <u>3000.00</u>
4	1 EA	Remove all washed debris and place back in fill.	\$ _____ Each	\$ <u>3000.00</u>
5	1 AC	Cover exposed waste with 12 inches of soil.	\$ _____ Acre	\$ <u>15000.00</u>



6	500 LF	Install lined water trough from upper culvert to lower surface water diversion ditch.	\$ <u>8,00</u> LF	\$ <u>4000.00</u>
7	3 AC	Seed and mulch all disturbed areas.	\$ <u>1500.00</u> Acre	\$ <u>4500.00</u>
8	1 LS	Mobilization / De-mobilization (50% each, total not greater than 5% contract price)	\$ _____ LS	\$ <u>1500.00</u>
TOTAL \$				<u>55,000.00</u>

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

Signature: Randy Kelley Date: 4-11-16

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.

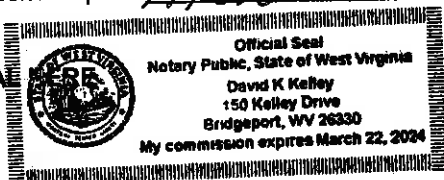
**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: Victory Construction CoAuthorized Signature: Randal Kelly Date: 4-11-16State of West VirginiaCounty of Taylor, to-wit:Taken, subscribed, and sworn to before me this 11<sup>th</sup> day of April, 2016.My Commission expires March 22, 2024

AFFIX SEAL

NOTARY PUBLIC David K. Kelley

Purchasing Affidavit (Revised 07/01/2012)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Victory Construction Company  
of Flemington, WV, as Principal, and The Gray Insurance Company  
of Metairie, LA, a corporation organized and existing under the laws of the State of  
LA with its principal office in the City of Metairie, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, 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  
City of Wheeling Landfill Interim Improvements - According to Plans & 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 Oblige 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 12th day of April, 2016.

Principal Seal

Victory Construction Company  
(Name of Principal)  
By: Randall Kelly  
(Must be President, Vice President, or  
Duly Authorized Agent)  
owner  
(Title)

Surety Seal

The Gray Insurance Company  
(Name of Surety)  
By: Patricia A. Moye  
Patricia A. Moye, 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.**

THE GRAY CASUALTY & SURETY COMPANY

196453

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint Gregory T. Gordon, Allan L. McVey, Kimberly J. Wilkinson, and Patricia A. Moye of Charleston, West Virginia jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLV ED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



[Signature]

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of April, 2016.



[Signature]

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company