



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 319006

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0310

Vendor ID: 000000201501

SO Doc ID: DNR1700000047

Legal Name: ORDERS CONSTRUCTION COMPANY IN

Published Date: 5/11/17

Alias/DBA:

Close Date: 5/18/17

Total Bid: \$543,892.16

Close Time: 13:30

Response Date: 05/18/2017

Status: Closed

Response Time: 12:59

Solicitation Description: Addendum No.02; Palestine Hatchery Pump Project

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder : 319006

Solicitation Description : Addendum No.02; Palestine Hatchery Pump Project

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-05-18 13:30:00	SR 0310 ESR05181700000005676	1

VENDOR

000000201501

ORDERS CONSTRUCTION COMPANY IN

Solicitation Number: CRFQ 0310 DNR1700000047

Total Bid : \$543,892.16 Response Date: 2017-05-18 Response Time: 12:59:21

Comments:

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Construction and installation of water supply pump & intake	0.00000			\$543,892.16

Comm Code	Manufacturer	Specification	Model #
72140000			

Extended Description :	Per the bidding documents issued by the Purchasing Division and Project Manuel and Drawings as developed by HDR Engineering.
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Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
09 — Construction

REC'D MAY - 4 2017

Proc Folder: 319006

Doc Description: Addendum No.01; Palestine Hatchery Pump Project

Proc Type: Central Purchase Order

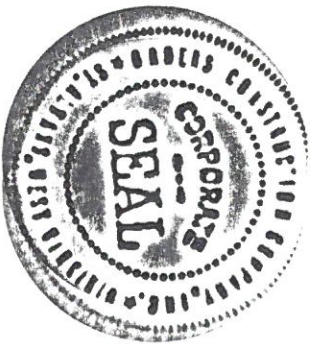
Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-03	2017-05-18 13:30:00	CRFQ 0310 DNR1700000047	2

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: Orders Construction Company, Inc.
PO Box 1448
St. Albans, WV 25177
Phone: 304-722-4237
Contractors License Number WV000007



FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

FEIN # 55-0487806

DATE 5/18/2017

All offers subject to all terms and conditions contained in this solicitation
Nathaniel R. Orders, President

ADDITIONAL INFORMATION:**Addendum**

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Natural Resources, to establish a one-time contract for the installation of a water supply pump and intake at Palestine State Fish Hatchery, Elizabeth, West Virginia, per the bid requirements, specifications, terms and conditions that are attached to and apart of this solicitation as advertised.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		DIVISION OF NATURAL RESOURCES PALESTINE HATCHERY ELIZABETH WV 26143 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Construction and installation of water supply pump & intake	1.00000	LS	\$543,892.16	\$543,892.16

Comm Code	Manufacturer	Specification	Model #
72140000	Flygt	15140-Pump & Control Panel	3202/60HP

Extended Description :

Per the bidding documents issued by the Purchasing Division and Project Manuel and Drawings as developed by HDR Engineering.

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.

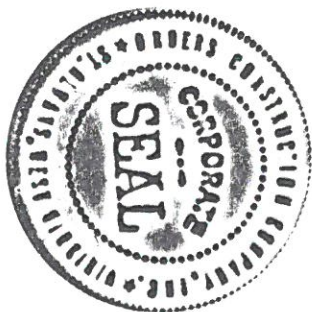
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

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.



Orders Construction Company, Inc.

Company

Authorized Signature

Nathaniel R. Orders, President

5/18/2017

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
 Revised 6/8/2012



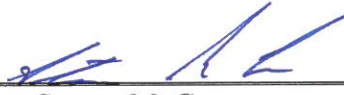
CONSTRUCTION COMPANY

Main Office
Post Office Box 1448
Saint Albans, WV 25177
Tel 304 722-4237
Fax 304 722-4230
WV License #WV000007

Virginia Office
605 Lithia Road
Wytheville, VA 24382
Tel 276 227-0378
Fax 276 223-0134
VA License #2701032711

www.ordersconstruction.com

Under penalty of perjury, I the undersigned affirm I am the Secretary of **Orders Construction Company, Inc.**, and pursuant to its by-laws Nathaniel R. Orders, President, is duly authorized to sign this document on behalf of said corporation.

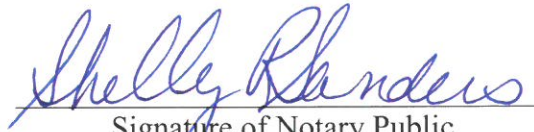


Steven M. Carr
5/18/2017
Date

Subscribed and duly sworn before me according to law by the above named person,

Steven M. Carr, this 18th day of May 2017 at St. Albans,

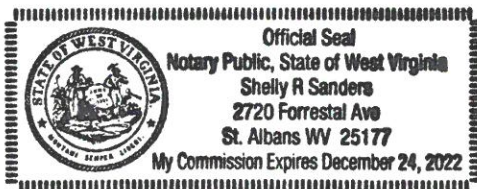
County of Kanawha, State of West Virginia.



Signature of Notary Public

My Commission Expires December 24, 2022

Official Seal of Notary



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Orders Construction Company, Inc.
of St. Albans, WV, as Principal, and Fidelity and Deposit Company of Maryland
of Schaumburg, IL, a corporation organized and existing under the laws of the State of
MD with its principal office in the City of Schaumburg, 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.

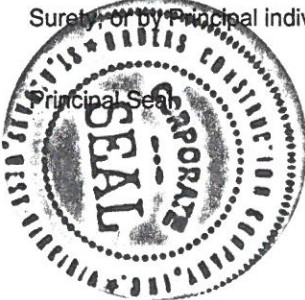
The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Palestine Fish Hatchery Water Supply Pump and Intake Project

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 18th day of May, 2017.



Orders Construction Company, Inc.
(Name of Principal)

By: Nathaniel R. Orders
(Must be President, Vice President, or
Duly Authorized Agent)
President
(Title)



Fidelity and Deposit Company of Maryland
(Name of Surety)

By: Kimberly L. Miles
Kimberly L. Miles, Licensed 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.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Andrew K. TEETER, Kimberly L. MILES, Douglas P. TAYLOR, Kimberly S. BURDETTE, Christopher A. MICHEL and Jaime L. CARPENTER, all of Charleston, West Virginia, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 21st day of March, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Michael McKibben

Secretary
Michael McKibben

Gerald F. Haley

Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 21st day of March, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 18th day of May, 20 17.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

Exhibit "A" Pricing Page

Palestine Hatchery Water Supply Pump and Intake Project

Name of Vendor: Orders Construction Company, Inc.

Date: 5/18/2017

The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth.

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED COST
	Pump Station				
1	SURVEYING (MAX. 5% CONTRACT VALUE)	1	Lump Sum	3775.78	3775.78
2	QUALITY CONTROL (MAX. 5% OF CONTRACT VALUE)	1	Lump Sum	2629.25	2629.25
3	MOB/DEMOB (MAX. 10% OF CONTRACT VALUE)	1	Lump Sum	38054.97	38054.97
4	Silt Fencing	100	Linear Foot	3.65	365.00
5	Earth Stripping and Removal	1	Lump Sum	15294.46	15294.46
6	4' dia., ~6' deep manhole w/dig, backfill, hatch, pipe seals, grout	2	EA	4884.15	9768.30
7	7' dia. ~26' deep manhole w/dig, backfill, hatch, pipe seals, grout	1	EA	216706.60	216706.60
8	2" drain pipes complete	1	Lump Sum	480.73	480.73
9	14 x 12 Iron Reducer	1	EA	480.73	480.73
10	Pump matls. incl. rails & cable, chain, controls, shipping & startup, labor and overhead	1	Lump Sum	98164.15	98164.15
11	1 ton portable davit crane and socket to lift pump	1	Lump Sum	7103.00	7103.00
12	8" MJ iron pipe, Bedding, Trench, geotextile, backfill & Compaction with leak testing	65	Linear Foot	37.37	2429.05
13	8" Eccentric plug valve & tee wrench	2	EA	1214.58	2429.16
14	8" check valve	2	EA	1214.58	2429.16
15	8" restrained MJ iron wye	1	EA	1214.58	1214.58
16	8" restrained iron els, 11 & 45 degrees	3	EA	809.72	2429.16
17	8" iron flange adapter	7	EA	173.51	1214.57
18	Check valve and Asbestos Cement Pipe Disassembly & Removal	20	Linear Foot	121.46	2429.20

Exhibit "A" Pricing Page
Palestine Hatchery Water Supply Pump and Intake Project

19	8" flanged iron el and eccentric reducer	2	EA	1214.58	2429.16
20	8" iron pipe inside pump sump	20	EA	242.76	4855.20
21	8" restrained metal transition coupling transite pipe to iron pipe	2	EA	1214.58	2429.16
	Intake Structure				
22	Coffer Dam	1	Lump Sum	18742.42	18742.42
23	Dewatering	1	Lump Sum	5090.77	5090.77
24	Excavation W/ Trench Box	255	Cubic Yard	6.94	1769.70
25	Geotextile	83	Square Yard	8.94	742.02
26	Cobbles	30	Cubic Yard	108.01	3240.30
27	Riprap	40	Cubic Yard	92.81	3712.40
28	Bedding And Structural Fill	31	Cubic Yard	39.49	1224.19
29	Class 1 Backfill	205	Cubic Yard	73.46	15059.30
30	Place And Set Intake Structure	1	Lump Sum	2235.81	2235.81
31	Precast Concrete Box	1	Lump Sum	7553.77	7553.77
32	Mounting Plates - Upper, Lower, and End	1	Lump Sum	472.11	472.11
33	Stainless Steel Fasteners	34	EA	9.44	320.96
34	L3X3X3/8, SS	1	Lump Sum	472.11	472.11
35	Banded V-Wire Screen	35	Square Foot	11.80	413.00
36	Protection Ribs	1	Lump Sum	472.11	472.11
37	2" Galvanized Steel Piping	80	Linear Foot	30.36	2428.80
38	2" Pipe Supports	3	EA	89.38	268.14
39	12" DI Pipe	50	Linear Foot	48.58	2429.00
40	14" DI Pipe	20	Linear Foot	121.46	2429.20

Exhibit “A” Pricing Page
Palestine Hatchery Water Supply Pump and Intake Project

41	Pipe Leak Testing (Gravity Intake)	1	Lump Sum	1263.46	1263.46
	Electrical				
42	Additional Service Charges to Utility Company for Service Upgrade	1	Lump Sum	5500.00	5500.00
43	Utility Service including Service Entrance Conductors and Conduit, Facility Charges, Temporary Power, and Construction Power.	1	Lump Sum	7237.55	7237.55
44	Service Entrance panelboard, Surge Protective Device, C.T. Enclosure, meter base, all electrical connections, Grounding and Equipment Support.	1	Lump Sum	14753.47	14753.47
45	Feed to existing panel LPA including all conduit, wire, grounding, transformer installation and transformer pad.	1	Lump Sum	10577.96	10577.96
46	Feed to Existing Pump RWP-2 including all electrical connections, feeders, safety switch, grounding, and motor starter.	1	Lump Sum	10021.22	10021.22
47	Feed to New River Intake Pump Station including all electrical connections, feeders, grounding, motor starter and associated controls.	1	Lump Sum	8351.02	8351.02
	TOTAL BID AMOUNT			543892.16	

Incomplete bids will be considered non-responsive. If estimated quantities are listed, Bidders must only bid estimated quantities listed. These quantities indicated are the Government's best estimate of actual quantities needed to complete the work. Payment will be made for actual

Item #	Description	Bid Qty.	UM	Unit Direct Cost	MU %	Unit Bid Price	Total Bid Price
1	Surveying	1	LS	\$2,172.40	33.56%	\$3,775.78	\$3,775.78
2	Quality Control	1	LS	\$1,534.80	32.84%	\$2,629.25	\$2,629.25
3	MOB / DEM	1	LS	\$30,850.00	15.77%	\$38,054.97	\$38,054.97
4	Silt Fencing	100	LF	\$2.27	29.47%	\$3.65	\$365.00
5	Earth Strip	1	LS	\$10,527.60	24.39%	\$15,294.46	\$15,294.46
6	4' Dia. 6'	2	EACH	\$3,424.50	23.42%	\$4,884.15	\$9,768.30
7	7' Dia. 26'	1	EACH	\$159,832.17	20.61%	\$216,706.60	\$216,706.60
8	2" Drain Pipe	1	LS	\$276.93	33.50%	\$480.73	\$480.73
9	14 X 12 Iron	1	EACH	\$276.93	33.50%	\$480.73	\$480.73
10	Pump Mat	1	LS	\$85,900.10	11.70%	\$98,164.15	\$98,164.15
11	1 Ton Pot	1	LS	\$5,976.30	13.79%	\$7,103.00	\$7,103.00
12	8" DIMJ Pipe	65	LF	\$23.89	28.21%	\$37.37	\$2,429.05
13	8" Eccentric	2	EACH	\$776.35	28.22%	\$1,214.58	\$2,429.16
14	8" Flanged	2	EACH	\$776.35	28.22%	\$1,214.58	\$2,429.16
15	8" Restained	1	EACH	\$776.35	28.22%	\$1,214.58	\$1,214.58
16	8" Restained	3	EACH	\$517.57	28.22%	\$809.72	\$2,429.16
17	8" DI Flange	7	EACH	\$110.91	28.22%	\$173.51	\$1,214.57
18	Check Valve	20	LF	\$77.64	28.22%	\$121.46	\$2,429.20
19	8" DI Flange	2	EACH	\$776.35	28.22%	\$1,214.58	\$2,429.16
20	8" DIP Flange	20	EACH	\$142.67	32.50%	\$242.76	\$4,855.20
21	8" Restrainer	2	EACH	\$776.35	28.22%	\$1,214.58	\$2,429.16
22	Cofferdam	1	LS	\$11,669.75	29.56%	\$18,742.42	\$18,742.42
23	Dewatering	1	LS	\$2,908.52	33.92%	\$5,090.77	\$5,090.77
24	Excavation	255	CY	\$4.63	25.98%	\$6.94	\$1,769.70
25	Geotextile	83	SY	\$5.58	29.50%	\$8.94	\$742.02
26	Cobbles	30	CY	\$93.60	12.21%	\$108.01	\$3,240.30
27	Rip-Rap	40	CY	\$80.80	11.97%	\$92.81	\$3,712.40
28	Bedding &	31	CY	\$25.54	27.62%	\$39.49	\$1,224.19
29	Class 1 Base	205	CY	\$64.38	11.62%	\$73.46	\$15,059.30
30	Place & Set	1	LS	\$1,392.70	29.54%	\$2,235.81	\$2,235.81
31	Precast Concrete	1	LS	\$6,784.00	10.31%	\$7,553.77	\$7,553.77
32	Mounting Flange	1	LS	\$424.00	10.31%	\$472.11	\$472.11
33	Stainless Steel	34	EACH	\$8.48	10.28%	\$9.44	\$320.96
34	L3 X 3 X 3/4"	1	LS	\$424.00	10.31%	\$472.11	\$472.11
35	Banded V-Belt	35	SF	\$10.60	10.28%	\$11.80	\$413.00
36	Protection	1	LS	\$424.00	10.31%	\$472.11	\$472.11
37	2" Galvanized	80	LF	\$19.41	28.20%	\$30.36	\$2,428.80
38	2" Pipe Support	3	EACH	\$72.41	15.81%	\$89.38	\$268.14
39	12" DI Pipe	50	LF	\$31.05	28.21%	\$48.58	\$2,429.00
40	14" DI Pipe	20	LF	\$77.64	28.22%	\$121.46	\$2,429.20
41	Pipe Leak	1	LS	\$727.85	33.50%	\$1,263.46	\$1,263.46
42	Additional	1	LS	\$5,500.00	-0.93%	\$5,500.00	\$5,500.00
43	Utility Service	1	LS	\$6,500.00	10.31%	\$7,237.55	\$7,237.55
44	Service Entrance	1	LS	\$13,250.00	10.31%	\$14,753.47	\$14,753.47
45	Feed To Entrance	1	LS	\$9,500.00	10.31%	\$10,577.96	\$10,577.96
46	Feed To Entrance	1	LS	\$9,000.00	10.31%	\$10,021.22	\$10,021.22
47	Feed To N	1	LS	\$7,500.00	10.31%	\$8,351.02	\$8,351.02

Subcontractor List Submission (Construction Contracts Only)**Bidder's Name:** Orders Construction Company, Inc.

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
The Summit Electric Group	WV047675

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.

Jared S. Clonch Vice President
 (Name, Title)
Jared S. Clonch, Vice President
 (Printed Name and Title)
PO Box 1448, St. Albans, WV 25177
 (Address)
304-722-4237/304-201-2405
 (Phone Number) / (Fax Number)
jaredc@ordersconstruction.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.

Orders Construction Company, Inc.
 (Company)
Jared S. Clonch Vice President
 (Authorized Signature) (Representative Name, Title)

Jared S. Clonch, Vice President
 (Printed Name and Title of Authorized Representative)

5/18/2017
 (Date)

304-722-4237/304-201-2405
 (Phone Number) (Fax Number)



REQUEST FOR QUOTATION
Pump and Intake Replacement
Palestine State Fish hatchery
Elizabeth, WV

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GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Natural Resources, to establish a one-time contract for the installation of a water supply pump and intake at Palestine State Fish Hatchery, Elizabeth, West Virginia.

The project consists of the following:

Installing a submersible intake pump, associated river intake structure and all associated housings and controls and is further described in the plans and specifications. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Vendors shall carefully review all documents.

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 construction and installation of a new water supply intake and pump at the Palestine State Fish Hatchery 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 Purchasing Division.

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:

REQUEST FOR QUOTATION
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Palestine State Fish hatchery
Elizabeth, WV

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- 4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed 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 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.
- 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 vendor 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:** If the Pricing Pages may contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on 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.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
- 7.1** The Successful Vendor, as a condition of the Contract, agrees that all Work is to be Complete within one hundred and eighty (180) calendar days by the Final Completion Date established by the Centralized Request for Quotation and the issuance of the Notice to Proceed. See General Conditions, Item 3.
- 8. PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below. In the event that any information contained in this (or any other) Section of the Project Manual is in conflict with West Virginia State Law and/or Purchasing Division rules, policies, and procedures, the State's law, rules, policies and procedures prevail.

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8.1 Vendors may obtain complete sets of the plans and specifications of the Bidding Documents by contacting:

Sherri Goff
WVDNR
324 4th Ave
South Charleston, WV 25303
304 558 – 2764
Or via email at sherri.l.goff@wv.gov
Cost of Plans: \$0

Plans and Specifications may 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

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- 8.2 Vendors shall use complete sets of Bidding Documents in preparing Bids: neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 8.3 The Owner and Architect make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.
- 8.4 The agency is not permitted to discuss this solicitation with vendors. All communication regarding the solicitation must be directed to the Purchasing Division until an award has been made
9. **SUBSTITUTIONS:** Any requests for substitutions must be submitted in accordance with the official question and answer period by the vendor question deadline.
- 9.1 Vendor's submitting substitution request must submit product brochures and product specifications during the technical question submission period and before the question deadline. Requests for approval of substitutions must be addressed to and received by the Project Manager at the Division of Natural Resources, c/o Guy Nisbet, Supervisor, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received by the Vendor Question Submission Deadline as specified in the Instructions to Vendors submitting Bids Item 4.
- Substitutions of materials, products or equipment for those items specified will be considered only when a written request is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation may include, but is not limited to, the following:
- Detailed comparison of significant qualities of proposed substitution with those of the work specified. This comparison shall be specific to each feature of the original product. Submission of product literature alone, without a written item by item comparison of the significant qualities of each product may not be considered a complete submission.
 - Product Data, including drawings and descriptions of products of and fabrication and installation procedures. All furnished data must be manufacture's original product data information.
 - Samples, where applicable or requested.
 - Lists of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
 - Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

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- Research /evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction if applicable.
- Vendor's certification that proposed substitution complies with requirements in the bidding documents and is appropriate for the applications indicated.
- Written request for approval of the substitution on company letter head transmitting the aforementioned information and addressing any item not included.

Any request not including sufficient information may be considered incomplete. Incomplete requests will be rejected. The Agency has no obligation to request additional information in order to consider the request. Approved requests will be set forth in Addenda issued in accordance with the purchasing division. All addenda so issued shall become part of the Contract Documents.

All references in the Project Manual, Drawings, and Plans to brand or manufacturer specific items are included only to establish a quality level for materials, products or equipment provided to fulfill the Contract, and thus should be considered to be followed by the words, "or Equal".

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:

- 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.

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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: John H. Persun, Jr.

Telephone Number: 304-722-4237

Fax Number: 304-201-2405

Email Address: johnp@ordersconstruction.com

WV-75
Created 07/18/12



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, **TO-WIT:**

I, Jared S. Clonch, after being first duly sworn, depose and state as follows:

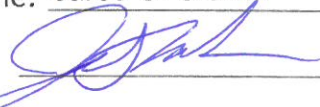
1. I am an employee of Orders Construction Company, Inc.; and,
 (Company Name)
2. I do hereby attest that Orders Construction Company, Inc.
 (Company Name)

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: Jared S. Clonch

Signature: 

Title: Vice President

Company Name: Orders Construction Company, Inc.

Date: 5/18/2017

Taken, subscribed and sworn to before me this 18th day of May, 2017.

By Commission expires December 24, 2022

(Seal)



Official Seal
 Notary Public, State of West Virginia
 Shelly R Sanders
 2720 Forrester Ave
 St. Albans WV 25177

My Commission Expires December 24, 2022


 (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: Orders Construction Company, Inc.

Authorized Signature: Jared S. Clonch

Date: 5/18/2017

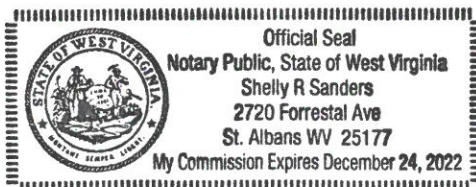
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 18th day of May, 2017.

My Commission expires December 24, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC

Shelly R Sanders
Purchasing Affidavit (Revised 08/01/2015)



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV000007

Classification:

GENERAL ENGINEERING
SPECIALTY

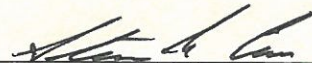
ORDERS CONSTRUCTION COMPANY INC
DBA ORDERS CONSTRUCTION COMPANY INC
501 6TH AVENUE POST OFFICE BOX 1448
ST ALBANS, WV 25177-2842

Date Issued

Expiration Date

AUGUST 02, 2016

AUGUST 02, 2017



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.