



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 9

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 886257

Procurement Type: Central Purchase Order

Vendor ID: 000000216554

Legal Name: MAIN STREET BUILDERS LLC

Alias/DBA:

Total Bid: \$1,325,000.00

Response Date: 07/20/2021

Response Time: 8:00

Responded By User ID: masarver

First Name: Adam

Last Name: Sarver

Email: m.a.sarver@outlook.com

Phone: 304-487-3912

SO Doc Code: CRFQ

SO Dept: 0310

SO Doc ID: DNR2100000008

Published Date: 7/12/21

Close Date: 7/20/21

Close Time: 13:30

Status: Closed

Solicitation Description: Pipestem Resort Lodge New Wastewater Plant Construction

Total of Header Attachments: 9

Total of All Attachments: 9

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Waste water and sewage treatment plant construction service				1325000.00

Comm Code	Manufacturer	Specification	Model #
72121505			

Commodity Line Comments: One Million Three Hundred twenty five thousand dollars and zero cents.

Extended Description:

Waste water and sewage treatment plant construction service



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

**State of West Virginia
 Centralized Request for Quote
 Construction**

Proc Folder: 886257		Reason for Modification:	
Doc Description: Pipestem Resort Lodge New Wastewater Plant Construction		Addendum #1 issued to publish pre-bid sign in, agency responses to vendor questions, revised page of See Page 2 for complete info	
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-06-30	2021-07-13 13:30	CRFQ 0310 DNR2100000008	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name :
Address :
Street :
City :
State : **Country :** **Zip :**
Principal Contact :
Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

SOLICITATION NUMBER:
Addendum Number:

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

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 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.

Company

Authorized Signature

Date

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

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DNT2100000008
 Date of Pre-Bid Meeting: 06/15/2021
 Location of Prebid Meeting: Pipestem Resort SP

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
 For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Landcore Builders	Joseph Wilson	1027 Stewart Street Milton, WV 25541	304-417-2855 304-390-4077	304-743-7922	dhwheeler@landcorebuilders.com
ORENCO SYSTEMS	JERRY VANAUKER	SUTHERLIN, OR	419-989-7415		JVANAUKER@ORENCO.COM
Benchmark Construction Co., Inc	Eddie Layne	P.O. Box 1018	304-881-2686		e.layne@bmcwv.com
MAIN STREET BUILDERS	DUSTI SNIDER	311 S. WALKER PRINCETON	487 3912		dcsnider@outlook.com
Main Street Builders	Rusty Sarver	PO Box 309 Princeton WV 24740	487-3912	304-425-2171	rustysarver@gmail.com
FAMCO Inc	Rob Lafon	PO Box 1577 Huntington WV 25716	304 529 3328		rob.lafon@comcast.net

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFA DNR 2100000008
 Date of Pre-Bid Meeting: 06/15/2021
 Location of Prebid Meeting: Pipestem Resort SP

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
 For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Chisler Inc	Ed COGAR	153 Blue Goose Rd Fairview, WV 26570	304-798-3202		Ed.jankneal@chisler.com
Dankill Construction	Michael Jones	70 Box 685 Gawley Bridge, WV 26085	304-444-5004	304-632-1501	Michael.jones@dankillconstruction.com
Chisler Inc	Ben Shumiloff	153 Blue Goose Rd Fairview WV 26570	304-798-3202		bshumiloff@gmail.com
Alliance crane DBA Distworks drainage	Rossie Wallace	1370 Alliance Deerfield Rd 44111	304-494 8118		RWallace@edwdrainage.com
Chisler Inc.	Jordan Chisler	153 Blue Goose Rd. Fairview, WV 26570	304-798-3202	304-798-3211	jordan.chisler@chislerinc.com
Orders Construction Co.	Lukas Phillips	501 6th Ave St Albans WV 25177	304-722-4237		LukeP@ordersconstruction.com

***One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.**

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DNR210000008
 Date of Pre-Bid Meeting: 06/15/2021
 Location of Prebid Meeting: Pipestem Resort SP

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Reagan Enterprises LLC	Travis Lusk	1172 Alvis Rd Princeton, WV 24739	304-920-2211		TravisLusk@Reagan-enterprises.com
Pipestem	Harold Mendus	Pipestem WV 25979	304-466 1800		Harold.E.Mendus@wv.gov
Pipestem	Mike Hager	Pipestem, WV 25979	304-646-4604		michael.e.hager@wv.gov

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

As required by AIA A201-2017 and AIA A201-2017 State Supplementary Conditions

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

Questions from vendors for DNR 21*08 Pipestem Resort New Wastewater Plant

Q.1. Is there any hazardous materials that will have to be disposed of separately when demolishing the two WWTP?

A. No hazardous materials. Wastewater and sludge removed shall be disposed of off-site in an approved manner.

Q.2. Are B&O taxes applicable on this project?

A. No.

Q.3. Can you confirm soil from the park can be taken and used for backfill after installation?

A. Suitable soil from the Park may be used to construct the earth embankments. Backfill of vessels and utilities shall be in accordance with specifications and backfill details on Sheets 08 and 17.

Q.4. What is the best recommended route to get to the second WWTP nearest to the Canyon-Rim center?

A. Contractor may use the any route feasible. Other nearby construction activities and structures/features (including proposed septic tank work at various locations and ADA ramp/parking lot work located at the Upper Tram Center's southwestern end) shall be considered and coordinated for access. Contractor shall restore all property to preconstruction conditions.

Q.5. We are requesting "or equal" approval for the plastic 1500 Dual Compartment Septic for the dump station portion of this job. We instead would like to use our precast concrete top seam septic tank equivalent with precast concrete risers. Attached is the mix design and drawings.

A. This alternate shall not be allowed. The agency wishes to use a "plastic" tank as described in the plans and specifications.

Q.6. What is the engineer's estimate for this job?

A. Not published.

Q.7. Will Orenco have a representative on site for construction of the new WWTP?

A. An Orenco representative will make multiple visits during the installation period. Contractor will have full-time access to Orenco personnel from the Systems Engineering, Asset Management and Sales groups.

Q.8. Is there a preferred start and quit time for each workday?

A. No.

Q.9. Are there any park activities that construction could interrupt, and we will have to work around?

A. No.

Q.10. Will the park be offering any lodging for the people that are awarded the bid?

A. Lodging may be available, however, it is not included as part of this contract. Arrangements shall be the responsibility of the vendor. Availabilities and rates shall be discussed between vendor and Park Management.

Q.11. At the dump station, will traffic control be necessary?

A. Contractor shall maintain a safe work site at all times. Vendor shall work with Park Management and campground attendants to schedule work and manage traffic around site.

Q.12. Is there any training necessary from Orenco to install their system?

A. Orenco Asset Management group will provide installation training prior to installation for the Contractor.

Q.13. Is there a time estimate from awarding of bid until notice to proceed?

A. No. In some cases, this timeframe may be 1 – 2 months – may be more or less.

Q.14. At dump station can we get power from new load center? Drawings show getting power from either of two buildings, but wanted to know if we could come directly from load center.

A. Yes.

Q.15. At Canyon Rim Center WWTP, can the plant be collapsed in place and covered with fillor does the whole plant need to be taken out and disposed of?

A. Wastewater and sludge removed shall be disposed of off-site in an approved manner.

The plant shell may be collapsed in place (in accordance with approved DEP abandonment methods) provided the bottom has been punctured so that it will not hold water. Equipment shall be salvaged, if requested by Owner. All other components, such as fencing, shall be removed and disposed of off-site in a legal manner.

Q.16. Can a pump truck be taken down sled run to remove sludge from Canyon Rim Center WWTP?

A. Yes. Contractor shall restore all property to preconstruction conditions.

Q.17. At Canyon Rim Center WWTP, can material be gathered from hillside around treatment plant to make fill from WWTP hole?

A. Yes. Contractor shall restore all property to stable slopes and free draining. Borrow sites shall be approved by Park Management prior to use.

Q.18. For dump station septic tank, would a pre-cast concrete tank be an approved equal?

A. No.

Q.19. Who is responsible for the layout (survey stakes)?

A. Contractor.

Q.20. Can you clarify the building warranty, in the tech specs it says you need 2 warranties, is this correct?

A. A minimum ten (10) year manufacturer's warranty against defects in material and workmanship is correct. Contractor warranty is governed by the bid documents.

Q.21. Is there a preferred Manufacturer for the grease trap? If so can it be an 'Or Equal'?

A. No preferred manufacturer/vendor.



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

**State of West Virginia
 Centralized Request for Quote
 Construction**

Proc Folder: 886257		Reason for Modification:	
Doc Description: Pipestem Resort Lodge New Wastewater Plant Construction		Addendum #2 issued to change contract days in general T&C's from 180 days to 270 and extend bid due date.	
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-12	2021-07-20 13:30	CRFQ 0310 DNR2100000008	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name :
Address :
Street :
City :
State : **Country :** **Zip :**
Principal Contact :
Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

ADDITIONAL INFORMATION

Addendum

Addendum #2 issued to distribute the attached documentation to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources to establish a contract for the construction of a new wastewater treatment plant at McKeaver Lodge, demolition of the existing lodge plant, demolition of the existing wastewater treatment plant for the Upper Tram Center, and construction of improvements and repairs to the existing RV dump station at the campground, all at Pipestem Resort State Park located in Summers County WV per the attached specifications, project manual, and terms and conditions.

INVOICE TO**SHIP TO**

DIVISION OF NATURAL
RESOURCES
PARKS & RECREATION-PEM
SECTION
324 4TH AVE
SOUTH CHARLESTON WV
US

DIVISION OF NATURAL
RESOURCES
PIPESTEM STATE PARK
3405 PIPESTEM DR
PIPESTEM WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Waste water and sewage treatment plant construction service				

Comm Code	Manufacturer	Specification	Model #
72121505			

Extended Description:

Waste water and sewage treatment plant construction service

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 11:00 am	2021-06-15
2	Q&A Deadline @ 4:00 PM ET	2021-06-24

SOLICITATION NUMBER:
Addendum Number:

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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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 |

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Company

Authorized Signature

Date

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

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____²⁷⁰_____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached _____
Revised 04/21/2021

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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Main Street Builders, LLC

Company


Authorized Signature

7/13/21

Date

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

Revised 6/8/2012



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

State of West Virginia
 Centralized Request for Quote
 Construction

Proc Folder: 886257		Reason for Modification:	
Doc Description: Pipestem Resort Lodge New Wastewater Plant Construction		Addendum #2 issued to change contract days in general T&C's from 180 days to 270 and extend bid due date.	
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-12	2021-07-20 13:30	CRFQ 0310 DNR2100000008	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 216554
Vendor Name : Main Street Builders, LLC
Address : PO Box 309
Street : 311 S. Walker Street
City : Princeton
State : WV **Country :** USA **Zip :** 24740
Principal Contact : M. Adam Sarver
Vendor Contact Phone: 304-487-3912 **Extension:** 103

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor
 Signature X

FEIN# 58-2667955

DATE 7/20/21

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

ADDITIONAL INFORMATION

Addendum

Addendum #2 issued to distribute the attached documentation to the vendor community.

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INVOICE TO**SHIP TO**

DIVISION OF NATURAL
RESOURCES
PARKS & RECREATION-PEM
SECTION
324 4TH AVE
SOUTH CHARLESTON WV
US

DIVISION OF NATURAL
RESOURCES
PIPESTEM STATE PARK
3405 PIPESTEM DR
PIPESTEM WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Waste water and sewage treatment plant construction service	1	LUMP	\$1,325,000.00	\$1,325,000.00

Comm Code	Manufacturer	Specification	Model #
72121505			

Extended Description:

Waste water and sewage treatment plant construction service

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2	Q&A Deadline @ 4:00 PM ET	2021-06-24

	Document Phase	Document Description	Page
DNR2100000008	Final	Pipestem Resort Lodge New Wastewater Plant Construction	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV035914

Classification:

GENERAL BUILDING

MAIN STREET BUILDERS LLC
DBA MAIN STREET BUILDERS LLC
PO BOX 309
PRINCETON, WV 24740-0309

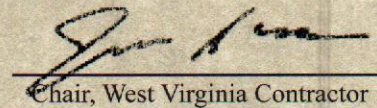
Date Issued

Expiration Date

AUGUST 07, 2020

AUGUST 07, 2021


Authorized Company Signature


Chair, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311	CONTACT NAME: Jeff O'Dell PHONE (A/C. No. Ext): 304-357-4520 E-MAIL ADDRESS: jeffodell@friedlandercompany.com		FAX (A/C. No): 304-345-8724	
	INSURER(S) AFFORDING COVERAGE			
INSURED Main Street Builders, LLC P.O. Box 309 Princeton WV 24740	MAIS001	INSURER A:	Westfield Insurance Companies	NAIC # 24112
		INSURER B:	BrickStreet Insurance	12372
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 1274233843

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		TRA5270200	5/26/2021	5/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		TRA5270200	5/26/2021	5/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ NONE	Y		TRA5270200	5/26/2021	5/26/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCB1003955	5/26/2021	5/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WC includes Broad Form Employers Liability, WV Code 23-4-2

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Main Street Builders, LLC
of P. O. Box 309, Princeton, WV 24740, as Principal, and Travelers Casualty and Surety Company
of America of 1 Tower Sq., 5PB, Hartford, CT 06183, a corporation organized and existing under the laws of the State of Connecticut
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Total Bid Amount (\$ 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
DNR2100000008: Pipestem Resort Lodge New Wastewater Plant Construction

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 6th day of July, 2021.

Principal Seal

Main Street Builders, LLC

(Name of Principal)

By [Signature]

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

MEMBER

(Title)

Travelers Casualty and Surety Company of America

(Name of Surety)

Robin Hubbard Sherrod

Attorney-in-Fact

Surety Seal



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.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Richard L. Higginbotham, Robin Hubbard-Sherrod, Jeffery O'Dell, and Bunnie Perrine of Charleston, West Virginia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **July**, 2021 .




Kevin E. Hughes, Assistant Secretary

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



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

STATE OF WEST VIRGINIA,

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

I, M. Adam Sarver, after being first duly sworn, depose and state as follows:

1. I am an employee of Main Street Builders, LLC; and,
(Company Name)
2. I do hereby attest that Main Street Builders, LLC
(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**.

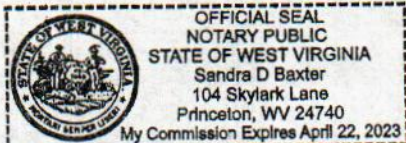
The above statements are sworn to under the penalty of perjury.

Printed Name: M. Adam Sarver
 Signature: [Handwritten Signature]
 Title: Member
 Company Name: Main Street Builders, LLC
 Date: 7/13/21

Taken, subscribed and sworn to before me this 13th day of July, 2021.

By Commission expires April 22, 2023

(Seal)



[Handwritten Signature: Sandra D. Baxter]
(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

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: Main Street Builders, LLC

Authorized Signature: [Signature] Date: 7/13/21

State of West Virginia

County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 13th day of July, 2021.

My Commission expires April 22, 2023, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature: Sandra S. Baxter]

