

State of West Virginia **Agency Request for Quote**

Proc Folder: 1181504

Doc Description: Addendum 2: 0423B501 SIDEWALK REPLACEMENT AT D4 HQ

Reason for Modification:

Addendum 2

Proc Type:

Agency Purchase Order

Date Issued Solicitation Closes

> 2023-03-21 14:30

DOT2300000074

Version

3

2023-03-16

ARFQ 0803

Solicitation No

BID RECEIVING LOCATION

BUDGET & PROCUREMENT DIVISION OF HIGHWAYS

BLDG 5, RM A-317

1900 KANAWHA BLVD E

CHARLESTON

WV 25305

US

MAR 21 '23 PM1:48 REC'D BUDGET - PROCURE

VENDOR

Vendor Customer Code: V5 00000 11668

Vendor Name : MONCO CONSTRUCTORS

Address: 211

Street: PIKE

City: BARRACK VILLE

Country: US Zip: 26559 State: WV

Principal Contact: TYLER DODD

Vendor Contact Phone: 304 (695, 991) **Extension:**

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith 304-414-6859

dusty.j.smith@wv.gov

Vendor

Signature X

FEIN# 81-1307639

Page 1

3.20.23 DATE

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

Date Printed: Mar 16, 2023

FORM ID: WV-PRC-ARFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum 2 is issued:

1. To attach the correct vendor's questions and responses

No other changes

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT FOUR		DISTRICT FOUR HQ	
P O BOX 4220		2460 MURPHYS RUN RD	
CLARKSBURG	WV	BRIDGEPORT WV	
US		US	

Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
SIDEWALK CONSTRUCTION	1.00000	LS	\$ 95,800.00	495,800,00
				and the second s

Comm Code	Manufacturer	Specification	Model #	
72141105				

Extended Description:

SIDEWALK CONSTRUCTION

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	TECHNICAL QUESTIONS DUE BY 10 AM ET	2023-03-10
2	PRE-BID MEETING AT 11:00 AM ET	2023-03-07

	Document Phase	Document Description	Page 3
DOT2300000074		Addendum 2: 0423B501 SIDEWALK REPLACEMENT AT D4 HQ	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

BID BOND

	KNO	W ALL MEN BY	THESE PRES	SENTS, That we,	the undersigned	_{I,} Monco C	Constructors,	Inc.	
	of_	044 02 01	et	_, <u>Barrackville,</u>					rance Company
	of	P. O. Box 5001	,Westfiel	ld Center, OH 442	⁵¹ , a corporation	organized a	nd existing und	der the laws of the	State of
Ohio		with its princ	ipal office in	the City of Westf	field Center	, as Sure	ety, are held ar	nd firmly bound u	nto the State
of West	t Virgin	ia, as Obligee, in				unt (\$	5%) for the paym	ent of which,
		to be made, we jo					, executors, su		•
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Departr		f Administration a	_			•		_	
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	NOW	THEREFORE,							
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attacho	(b)	If said bid shato to and shall furnis						ance with the bid	
		t created by the a							
		effect. It is expre							
event, e	exceed	the penal amount	t of this obliga	ation as herein st	ated.		-		·
	مالت								
way lear		Surety, for the val							
		or affected by an f any such extens		OI THE THIE WIGHT	II WINCH GIE ODE	gee may act	bept such bid,	and said Surety	does fieleby
	WITN	IESS, the followin	ıg signatures	and seals of Prin	icipal and Surety	, executed a	nd sealed by a	proper officer of F	Principal and
Surety,	or by F	rincipal individual	lly if Principal	l is an individual, t	this <u>16th</u> day c	f March		, 20_23	
Principa	l Seal					Monco	Constructors		
							(Name	e of Principal)	
						Ву	150	9	
						(1)	Must be Preside	ent, Vice Presider	nt, or
							Duly Auth	horized Agent)	
							ESTI MATE	R	
							(Title)):
						01:1- 5-		0	
Surety S	Seal					Onio Fai		nce Company	Α
						Con-	(Name	of Surety)	
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						100	/Attorr	ney-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.

POWER NO. 4752402 00

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
RICHARD L. HIGGINBOTHAM, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN M. HUBBARD-SHERROD, LISA G.

ASBURY, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit. - --

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

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

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall

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

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

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

held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2022 .

Corporate Seals Affixed

State of Ohio County of Medina A Proposition of the Party of t

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Gary W. Stumper, National Surety Leader and Senior Executive

On this 01st day of MAY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

SS.:

SS.:

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of A.D., 2023.







Frank A. Carrino, Secretary

CONTRACTOR LICENSE



AUTHORIZED BY THE West Virginia Contractor Licensing Board

NUMBER:

WV054626

CLASSIFICATION: GENERAL BUILDING

> MONCO CONSTRUCTORS INC DBA MONCO CONSTRUCTORS 211 PIKE STREET BARRACKVILLE, WV 26559

DATE ISSUED

EXPIRATION DATE

Authorized Signature

Chair, West Virginia Contractor Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

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.

TYLER DOOD	ESTIMATOR	
(Printed Name and Title)		
PO BOX 907	BARRACIEVILLE, WV	24559
(Address)		
304. 695.991	7	
(Phone Number) / (Fax Nun	nber)	
TDODD @ MONCO	CONSTRUCTORS. COM	
(E-mail 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

MONCO CONSTRUCTORS
(Company)
(Signature of Authorized Representative)
Do Da
TYLER DODD ESTIMATOR
(Printed Name and Title of Authorized Representative)
3.15, 23
(Date)
307. 695.9911 N/A
(Phone Number) (Fax Number)

Revised 09/12/2022

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARFQ DOT2300000074

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.

necessary revisions to my proposar, plans and	aror specification, etc.
Addendum Numbers Received: (Check the box next to each addendum received)	ved)
✓ Addendum No. 1 ✓ Addendum No. 2 ☐ Addendum No. 3 ☐ Addendum No. 4 ☐ Addendum No. 5	☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8 ☐ Addendum No. 9 ☐ Addendum No. 10
I further understand that any verbal represent discussion held between Vendor's representa	ot of addenda may be cause for rejection of this bid ation made or assumed to be made during any oral tives and any state personnel is not binding. Only to the specifications by an official addendum is
MONCO CONSTRUCTORS	
Company	
Authorized Signature	
3.20.23	
Date	

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

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Highways to establish a contract for the following:

Demo existing sidewalks and concrete pads and construct new ones for WVDOH District 4 located at 2460 Murphys Run Rd, Bridgeport, WV 26330 (Harrison County).

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 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 Project Plans as defined below.
 - **2.1 "Construction Services"** means the rebuilding of sidewalks and pads as more fully described in the Project Plans.
 - 2.2 "Pricing Page" means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans 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 "Project Plans" means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.
- 3. ORDER OF PRECEDENCE: This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- **4. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - **4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five (5) projects that involved work like that described in these specifications or the Project Plans. 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.

- 4.2. Licensing: Vendor must have valid Contractor's License
- 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 bidder 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: Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
- 7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 9. PROJECT PLANS: The checked box will apply to Project Plans for this solicitation.
 - No Additional Project Plan Documents: There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
 - ☐ Additional Project Plan Documents: There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

10. CONDITIONS OF THE WORK

- 10.1. Permits: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 10.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- 10.3. Standard Work Hours: The standard hours of work for this Contract will be Monday Friday 6:30am 5:00pm excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.
- 10.4. Project Closeout: Project Closeout shall include the following:
 - 10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:
 - **10.4.1.1.** Remove and dispose of all construction related debris from the job site.
 - 10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.
- 11. 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:

- 11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- **11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. 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: _	TYCER LOOD
Telephone Number:	304. 69 5.9911
Fax Number:	NA
Email Address:	TOODD & MONCOCON STRUCTORS. COM

EXHIBIT A – Pricing Page

REPLACE CONCRETE SIDEWALKS AND PADS AT:

WVDOH – DISTRICT 4 HQ

2460 Murphys Run Rd.

Bridgeport, WV 26330

DATE: 3.15.2	23	
VENDOR NAME:	Monco	CONSTRUCTIRS
AUTHORIZED SIGN	ATURE:	

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, materials, equipment, supplies, and transportation and to perform all work in accordance with the bidding documents within the time set forth for the sum of:

BASE BID:

For the lump sum of: \$ 95,800.60 (show amount in numbers)

NINETY FIVE THOUSAND EIGHT HUNDRED AND ZERO CENTS.

(show amount in words)

(In the event of a difference between the written amount and the number amount, the written amount shall govern).

CONTRACT AWARD:

The contract shall be awarded to the vendor that provides the lowest overall lump sum cost.

EXHIBIT B – PROJECT PLANS

1. GENERAL REQUIREMENTS:

A. Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

The specifications of this RFQ and/or any WVDOH Standards referenced in and/or attached to this RFQ may include references to specific recognized "industry standard" specifications which are issued by third parties, such as the American Society for Testing and Materials (ASTM) and the American Association of State and Highway Transportation Officials (AASHTO). Such specifications are protected by strict copyright restrictions and cannot be published as part of this RFQ. The ability to access such specifications shall be considered a mandatory requirement for participation in the RSQ process as a Vendor or as a supplier to the Vendor, as applicable.

I. **Product Requirements:** All products and procedures shall be in accordance with the specifications herein.

II. Components of Sidewalks and Pads:

- 1. Base: All sidewalks and pads shall be formed over a stone base that is a minimum of 3 inches thick after compaction.
- 2. Vapor Barrier: A plastic sheeting of 6 mil thickness or better shall be placed over the stone base to protect the sidewalks from ground moisture.
- 3. Steel Reinforcement: All sidewalks and pads shall have steel wire mesh or rebar suspended above the stone base for reinforcing the concrete.
- 4. Expansion Materials: A polyethylene foam expansion material (Sill Seal or equivalent product) must be installed between the building and concrete to prevent Spaulding and ensure bond break.
- 5. Concrete: All sidewalks and pads must be constructed with concrete having a minimum compressive strength of 3,500 p.s.i.

- 6. Control Joints: In order to control cracks in the concrete, rigid plastic dividers (commonly referred to "zip strips") shall be placed into the concrete where joints are necessary. This strip must be constructed in a way that, when installed, locks into the aggregate just below the surface of the concrete.
- III. Technical Requirements: Vendor shall be responsible for locating the presence of utilities by inquiring with WV-811 and any Non WV-811 participating utilities.

III. Execution:

- 1. **Phases:** Vendor must plan the work in phases so that so that only one (1) access door will be affected at a time allowing for business to be conducted without interruption.
- **2. Demolition:** Vendor will be responsible for demolition and removal of approximately 3,500 square feet of existing concrete sidewalks and pads.
- 3. Base Preparation: After demolition, the base must be prepared and formed so that grade of the finished sidewalks will be compliant with the requirements of the Americans with Disabilities Act.
- **4.** Concrete Finishing: The sidewalks and pads shall receive a light broom finish edge to edge. The finished concrete shall have two (2) coats of Saltguard concrete sealer applied.
- **5. Completion:** This project must be completed and invoiced by May 19th, 2023.
- V. Warranty: The successful Vendor shall provide a minimum of one (1) year warranty on all materials and labor at no additional cost. A copy of this warranty shall be provided upon completion of the project.