

Solicitation Response(SR) Dept: 0310 ID: ESR0421200000006110 Ver.: 1 Function: New Phase: Final

Modified by batch , 04/21/2020

Header 1



General Information Contact Default Values Discount Document Information

| | |
|---|---|
| Procurement Folder: 693908 | SO Doc Code: ARFQ |
| Procurement Type: Agency Purchase Order | SO Dept: 0310 |
| Vendor ID: 000000224605 | SO Doc ID: DNR2000000037 |
| Legal Name: BEAR CONTRACTING LLC | Published Date: 4/20/20 |
| Alias/DBA: | Close Date: 4/21/20 |
| Total Bid: \$797,350.00 | Close Time: 13:30 |
| Response Date: 04/21/2020 | Status: Closed |
| Response Time: 12:56 | Solicitation Description: Addendum No.04 - Blackwater Falls SP Cabin Area Sewer Improv |
| | Total of Header Attachments: 1 |
| | Total of All Attachments: 1 |



State of West Virginia
Request For Quotation
Construction

Procurement Folder : 693908

Document Description : Addendum No.04 - Blackwater Falls SP Cabin Area Sewer Improv

Procurement Type : Agency Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version | Phase |
|-------------|------------------------|-------------------------|---------|-------|
| 2020-04-20 | 2020-04-21 13:30:00 | ARFQ 0310 DNR2000000037 | 5 | Final |

| SUBMIT RESPONSES TO: | VENDOR |
|---|---|
| BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US | Vendor Name, Address and Telephone <i>Bear Contracting, LLC</i> <i>P.O. Box 1196</i> <i>Bridgeport, WV 26330</i> |

FOR INFORMATION CONTACT THE

James H Adkins
(304) 558-3397
jamie.h.adkins@wv.gov

Signature X *[Handwritten Signature]* FEIN # *75-3079323* DATE *04-21-2020*

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR20*37

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 checked="" type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input checked="" type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input checked="" 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.

Bear Contracting, LLC
Company

[Signature]
Authorized Signature

04-21-2020
Date

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

ADDITIONAL INFORMATION:

Addendum

Addendum No. 04 is issued to publish and distribute the attached information to the Vendor Community.

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US | | SUPERINTENDENT DIVISION OF NATURAL RESOURCES BLACKWATER FALLS STATE PARK 1584 BLACKWATER LODGE RD DAVIS WV 26260-0490 US | |

| Line | Commodity Line Description | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|--------------|
| 1 | Waste disposal plant construction service | | | | \$797,350.00 |

| Commodity Code | Manufacturer | Model # | Specification |
|----------------|--------------|---------|---------------|
| 72121504 | | | |

Extended Description

Waste disposal plant construction service

SCHEDULE OF EVENTS

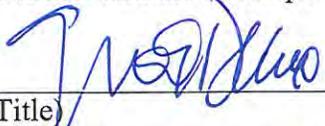
| Line | Event | Event Date |
|------|--|------------|
| 1 | MANDATORY Pre-Bid at 11:00 a.m. EST | 2020-03-06 |
| 2 | Technical Question Deadline at 9:00 a.m. EST | 2020-03-12 |

| | | | |
|----------------------|--------------------------------|--|------------------------------|
| DNR2000000037 | Document Phase Final | Document Description Addendum No.04 - Blackwater Falls SP Cabin Area Sewer Improv | Page 3 of 3 |
|----------------------|--------------------------------|--|------------------------------|

ADDITIONAL TERMS AND CONDITIONS

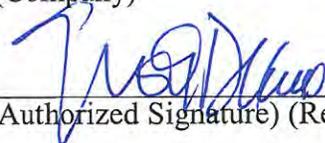
See attached document(s) for additional Terms and Conditions

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.

 PRESIDENT / MANAGING MEMBER
(Name, Title)
MARK D. URSO PRESIDENT / MANAGING MEMBER
(Printed Name and Title)
P.O. Box 1196 BRIDGEPORT, WV 26330
(Address)
304-326-0160 304-326-0054
(Phone Number) / (Fax Number)
MURSO@BEAR-CONTRACTING.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.

BEAR CONTRACTING LLC
(Company)

 PRESIDENT / MANAGING MEMBER
(Authorized Signature) (Representative Name, Title)

MARK D. URSO PRESIDENT / MANAGING MEMBER
(Printed Name and Title of Authorized Representative)

04-21-2020
(Date)

304 326-0160 304-326-0054
(Phone Number) (Fax Number)



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

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO-WIT:

I, MARK D URSD, after being first duly sworn, depose and state as follows:

1. I am an employee of BEAR CONTRACTING LLC; and,
(Company Name)
2. I do hereby attest that BEAR CONTRACTING 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: MARK D. URSD

Signature: [Handwritten Signature]

Title: PRESIDENT / MANAGING MEMBER

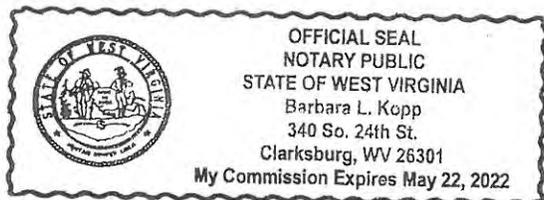
Company Name: BEAR CONTRACTING LLC

Date: 04/21/2020

Taken, subscribed and sworn to before me this 21st day of APRIL, 2020.

By Commission expires MAY 22, 2022

(Seal)



[Handwritten Signature]
(Notary Public)

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: BEAR CONTRACTING LLC

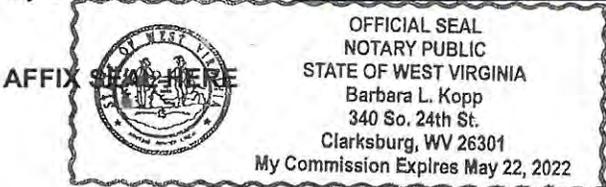
Authorized Signature: [Signature] Date: 04-21-2020
MERIC PURSO

State of WEST VIRGINIA

County of HARRISON, to-wit:

Taken, subscribed, and sworn to before me this 21st day of APRIL, 2020

My Commission expires MAY 22, 2022, 2022



NOTARY PUBLIC [Signature]

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Bear Contracting LLC
of PO Box 1196, Bridgeport WV 26330, as Principal, and Great American Insurance
Company of 301 E Fourth Street, Cincinnati OH 45202, a corporation organized and existing under the laws of the State of _____
Ohio with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of 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
Blackwater Falls State Park Wastewater Collection and Treatment System, Tucker County WV

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 24th day of March, 2020.

Principal Seal

Bear Contracting LLC
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
MARK D. URSO
PRESIDENT / MANAGING MEMBER
(Title)

Surety Seal

Great American Insurance Company
(Name of Surety)
[Signature]
Attorney-in-Fact
(Denise Deem)

**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.**

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWO

No. 0 20880

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|---------------------|---------------------------|----------------|
| DENISE DEEM | BOTH OF | BOTH |
| LLOYD RANDALL COBER | MORGANTOWN, WEST VIRGINIA | \$50,000,000 |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12TH day of APRIL 2019



Michael C. B...
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 12TH day of APRIL 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 24th day of March, 2020



Michael C. B...
Assistant Secretary

EXHIBIT A – PRICING PAGE
Blackwater Falls State Park
Sanitary Sewer System Improvements
Davis, WV

Name of Vendor:

Bear Contracting, LLC

Address of Vendor:

P.O. Box 1196
Bridgeports WV 26330

Phone Number of Vendor:

304-326-0160

WV Contractors License No.

WV- 028391

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid shall consist of all the work described in the Construction Documents.

Total Base Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in numbers.

\$797,350.00

Total Base Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in words.

Seven Hundred Ninety-seven Thousand Three Hundred Fifty Dollars and Zero Cents

EXHIBIT A – PRICING PAGE
Blackwater Falls State Park
Sanitary Sewer System Improvements
Davis, WV

All Bidders should complete the following Unit Price Sheets

UNIT PRICES:

All unit prices shall include the complete installed price including all necessary work, labor, supplies, materials, equipment, excavation, backfill, etc. All items not specifically enumerated in the Plans and Specifications shall be considered incidental to the project and included in the various pay items.

| Unit Prices | | | | |
|-------------|----------|---|--------------------|---------------------|
| Item | Quantity | Description with Unit Price Written | Unit Price | Total Price |
| 1 | 1 LS | Mobilization / Demobilization | <u>\$30,000.00</u> | <u>\$30,000.00</u> |
| 2 | 1 LS | Videotaping of Project Area | <u>\$5,000.00</u> | <u>\$5,000.00</u> |
| 3 | 1 LS | Erosion and Sediment Control Measures | <u>\$84,000.00</u> | <u>\$84,000.00</u> |
| 4 | 175 LS | 8" PVC SDR-35 Gravity Sewer Pipe (Remove & Replace, Depth: 0' - 6') | <u>\$48.00</u> | <u>\$8,400.00</u> |
| 5 | 305 LF | 8" PVC SDR-35 Gravity Sewer Pipe (Remove & Replace, Depth: 6' - 9') | <u>\$48.00</u> | <u>14,640.00</u> |
| 6 | 1,200 LF | 8" PVC SDR-35 Gravity Sewer Pipe (Install New, Depth: 0' - 6') | <u>\$71.00</u> | <u>\$85,200.00</u> |
| 7 | 525 LF | 8" PVC SDR-35 Gravity Sewer Pipe (Install New, Depth: 6' - 9') | <u>\$78.00</u> | <u>\$40,950.00</u> |
| 8 | 175 LF | 8" Ductile Iron CL-50 Push Joint Gravity Sewer Pipe (Install New, Depth: 0' - 6') | <u>\$105.00</u> | <u>\$18,375.00</u> |
| 9 | 1,801 LF | 2" HDPE DR-11 IPS Force Main | <u>\$75.00</u> | <u>\$135,075.00</u> |
| 10 | 6 EA | 48" Diameter Concrete Manhole Base, Conetop, and Water Tight Frame & Cover | <u>\$2,800.00</u> | <u>\$16,800.00</u> |
| 11 | 5 EA | Remove & Replace Existing Manhole W/ New 48" Diameter Concrete Manhole Base, Conetop, and Water Tight Frame & Cover | <u>\$4,250.00</u> | <u>\$21,250.00</u> |
| 12 | 7 VF | 48" Diameter Concrete Manhole Riser Pipe | <u>\$130.00</u> | <u>\$910.00</u> |
| 13 | 1 EA | Tie-in to Existing Manhole | <u>\$1,100.00</u> | <u>\$1,100.00</u> |

EXHIBIT A – PRICING PAGE
Blackwater Falls State Park
Sanitary Sewer System Improvements
Davis, WV

| Item | Quantity | Description with Unit Price Written | Unit Price | Total Price |
|------|----------|--|---------------------|---------------------|
| 14 | 1 | Re-Connect Existing Customer Service Line into New Manhole | <u>\$1,750.00</u> | <u>\$1,750.00</u> |
| 15 | 35 LF | 4" Steel Casing (Open Cut) | <u>\$55.00</u> | <u>\$1,925.00</u> |
| 16 | 1 LS | Sledding Area Effluent Pump Station, Complete | <u>\$95,000.00</u> | <u>\$95,000.00</u> |
| 17 | 1 LS | Bypass Pumping System | <u>\$20,000.00</u> | <u>\$20,000.00</u> |
| 18 | 375 LF | 6' High Chain Link Fence W/ Gates, Complete | <u>\$44.00</u> | <u>\$16,500.00</u> |
| 19 | 1,200 SY | Filter Fabric | <u>\$1.45</u> | <u>\$1,740.00</u> |
| 20 | 1 LS | Wastewater Treatment Plant Upgrades, Complete | <u>\$163,000.00</u> | <u>\$163,000.00</u> |
| 21 | 130 TN | ¾" Crusher Run Stone | <u>\$40.00</u> | <u>\$5,200.00</u> |
| 22 | 4,200 LF | Reclamation of Disturbed Areas | <u>\$7.50</u> | <u>\$31,500.00</u> |

TOTAL BASE BID Seven Hundred Ninety-seven Thousand Three Hundred Fifty Dollars

(\$ 797,350.00).

Unit Prices shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. Any contract issued as a result of this bid will contain the amount of the base bid and any approved alternates. Incomplete Bids will be considered non-responsive. Quantities indicated above are best estimates of actual quantities needed. The Contract award shall be based on the lowest Base Bid.