

Solicitation Response(SR) Dept: 0310 ID: ESR1217200000004404 Ver.: 1 Function: New Phase: Final

Modified by batch , 12/17/2020

Header  4

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 800668	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: 000000206355	SO Doc ID: DNR2100000031
Legal Name: DANS MARINE SERVICE INC	Published Date: 12/11/20
Alias/DBA:	Close Date: 12/17/20
Total Bid: \$1,892,192.54	Close Time: 13:30
Response Date: 12/17/2020	Status: Closed
Response Time: 12:46	Solicitation Description: Addendum No.02-Tygart Lake SP WWT & Sewer System Improv.
Responded By User ID: DMS	Total of Header Attachments: 4
First Name: Daniel	Total of All Attachments: 4
Last Name: Williams	
Email: dmsgrafton@aol.com	
Phone: 304-265-0188	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Dan's Marine Service, Inc.
of Grafton, WV, as Principal, and Merchants Bonding Company (Mutual)
of Des Moines, IA, a corporation organized and existing under the laws of the State of
IA with its principal office in the City of Des Moines, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Tygart Lake SP WW Treatment & Sewer System Improvements - ARFQ-0310-DNR2100000031 - According to Plans
& Specifications

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the 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 17th day of December, 2020.

Principal Seal

Dan's Marine Service, Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
President
(Title)

Surety Seal

Merchants Bonding Company (Mutual)
(Name of Surety)
By: [Signature]
Patricia A. Moyer, WV Resident Agent Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gregory T Gordon; Kimberly J Wilkinson; Patricia A Moye

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of December, 2020.



William Warner Jr.
Secretary

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR21*31

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)

- 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 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.

Dan's Marine Service, Inc.
Company _____


Authorized Signature _____

12/17/2020
Date _____

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

EXHIBIT A – PRICING PAGE
Tygart Lake State Park
Wastewater Treatment and Sewer System Improvements
Grafton, WV

Name of Vendor:

Dan's Marine Service, Inc.

Address of Vendor:

78 Dandee Dr
Grafton, WV 26354

Phone Number of Vendor:

304-265-0188

WV Contractors License No.

WV- 025169

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.

1,892,192.54

Total Base Bid:

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

Written in words.

One Million Eight Hundred Ninety Two Thousand One Hundred Ninety Two Dollars and Fifty Four Cents

EXHIBIT A – PRICING PAGE
Tygart Lake State Park
Wastewater Treatment and Sewer System Improvements
Grafton, 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 Eleven Thousand Five Hundred Thirty One Dollars		
		Thirty Four Cents	<u>11,531.34</u>	<u>11,531.34</u>
2	1 LS	Videotaping of Project Area Five Thousand Seven Hundred Sixty Six Dollars		
		Twenty Four Cents	<u>5,766.24</u>	<u>5,766.24</u>
3	1 LS	Erosion and Sediment Control Measures Eight Thousand Seventy Two Dollars		
		Twenty Eight Cents	<u>8,072.28</u>	<u>8,072.28</u>
4	55 LF	1 1/4" HDPE DR-11 IPS Force Main Sixty Dollars		
		Seventy Seven Cents	<u>60.77</u>	<u>3,342.35</u>
5	3,400 LF	2" HDPE DR-13.5 IPS Force Main Sixty One Dollars		
		Zero Cents	<u>61.00</u>	<u>207,400.00</u>
6	1,200 LF	6" HDPE DR-11 Horizontal Directional Drill (HDD) Two Hundred Twenty Eight Dollars		
		Thirty Nine Cents	<u>228.39</u>	<u>274,068.00</u>

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Tygart Lake State Park
Wastewater Treatment and Sewer System Improvements
Grafton, WV

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
7	210 LF	6" PVC Sch. 80 Gravity Sewer Piping (Depth: 0' – 6')		
		<u>Eighty Six</u> Dollars		
		<u>Fifty Six</u> Cents	<u>86.56</u>	<u>18,177.60</u>
8	50 LF	8" PVC Sch. 80 Gravity Sewer Piping (Depth: 0' – 6')		
		<u>Eighty Nine</u> Dollars		
		<u>Thirty Nine</u> Cents	<u>89.39</u>	<u>4,469.50</u>
9	20 LF	6" Steel Casing (Open Cut)		
		<u>Ninety Two</u> Dollars		
		<u>Zero</u> Cents	<u>92.00</u>	<u>1,840.00</u>
10	30 LF	6" Steel Casing (Bore & Jack)		
		<u>One Hundred Twenty Eight</u> Dollars		
		<u>Twenty Six</u> Cents	<u>128.26</u>	<u>3,847.80</u>
11	30 LF	HMA Road Repair		
		<u>Forty Eight</u> Dollars		
		<u>Seventy One</u> Cents	<u>48.71</u>	<u>1,461.30</u>
12	10 LF	Concrete Road Repair		
		<u>One Hundred Ninety</u> Dollars		
		<u>Twenty Three</u> Cents	<u>190.23</u>	<u>1,902.30</u>
13	35 LF	Gravel Road Repair		
		<u>Seventeen</u> Dollars		
		<u>Eighty Nine</u> Cents	<u>17.89</u>	<u>626.15</u>

EXHIBIT A – PRICING PAGE
Tygart Lake State Park
Wastewater Treatment and Sewer System Improvements
Grafton, WV

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
14	5 EA	Tie-in to Existing Sanitary System Three Thousand Five Hundred Twenty Two Dollars Sixty Four Cents	3,522.64	17,613.20
15	5 EA	Cut & Plug Existing Line Nine Hundred Ninety Nine Dollars Thirty Four Cents	999.34	4,996.70
16	3 EA	Inline Pressure Cleanout One Thousand Nine Hundred Twenty Dollars Twenty One Cents	1,920.21	5,760.63
17	2 EA	Forcemain Combination Air/Vac Release Three Thousand Seven Hundred Nineteen Dollars Twenty Two Cents	3,719.22	7,438.44
18	1 EA	48" Manhole Base, Conetop and Straddle Manhole Eight Thousand Three Hundred Sixty Nine Dollars Ninety Seven Cents	8,369.97	8,369.97
19	4 VF	48" Vertical Riser Pipe Five Hundred Thirty Six Dollars Fifty Nine Cents	536.59	2,146.36
20	1 LS	Lodge Submersible, Grinder Pump Station, Complete One Hundred Fifty Two Thousand Six Hundred Seventy Four Dollars Fifty Nine Cents	152,674.59	152,674.59

EXHIBIT A – PRICING PAGE
Tygart Lake State Park
Wastewater Treatment and Sewer System Improvements
Grafton, WV

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
21	1 LS	Marina E-One Pump Station, Complete Fifty Six Thousand Five Hundred Thirty Four Dollars		
		Fifty Eight Cents	<u>56,534.58</u>	<u>56,534.58</u>
22	1 LS	Picnic Area Submersible, Grinder Pump Station, Complete One Hundred Fifty Five Thousand One Hundred Forty Dollars		
		Ninety Cents	<u>155,140.90</u>	<u>155,140.90</u>
23	1 LS	Abandonment & Removal of Existing Marina Pump Station Seven Thousand Nine Hundred Fifty Five Dollars		
		Seventy Cents	<u>7,955.70</u>	<u>7,955.70</u>
24	1 LS	Abandonment & Removal of Existing Picnic Area Pump Station Seven Thousand Nine Hundred Fifty Five Dollars		
		Seventy Cents	<u>7,955.70</u>	<u>7,955.70</u>
25	1 LS	Abandonment In Place of Existing 48" Manhole Two Thousand Four Hundred Twenty Five Dollars		
		Forty Cents	<u>2,425.40</u>	<u>2,425.40</u>
26	1 LS	Abandonment & Removal of Existing Lodge WWTP Eighteen Thousand Seventy Nine Dollars		
		Sixty Seven Cents	<u>18,079.67</u>	<u>18,079.67</u>
27	1 LS	Abandonment & Removal of Existing Woodshed WWTP Eighteen Thousand Seventy Nine Dollars		
		Sixty Seven Cents	<u>18,079.67</u>	<u>18,079.67</u>

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Grafton, WV

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
28	1 LS	Clearing and Grubbing of New Site Four Thousand Five Hundred Forty Six Dollars Sixty One Cents	4,546.61	4,546.61
29	1 LS	Grading of Access Road and Plant Site Nine Thousand Nine Hundred Forty Four Dollars Thirty Three Cents	9,944.33	9,944.33
30	1 LS	20,000 GPD Woodshed Wastewater Treatment Plant, Complete Seven Hundred Ninety Thousand Two Hundred Eleven Dollars Sixteen Cents	790,211.16	790,211.16
31	1 LS	Civil Site work (Earth Work, Concrete, ETC) Fifteen Thousand Two Hundred Ninety Eight Dollars Thirty Six Cents	15,298.36	15,298.36
32	300 CY	Excavation/Undercut of Existing Soils Fifty Dollars Eighty Seven Cents	50.87	15,261.00
33	300 CY	Placement of Engineered Fill Material Eighty Four Dollars One Cents	84.01	25,203.00
34	75 TN	Road Base Stone Twenty Nine Dollars Ninety One Cents	29.91	2,243.25

EXHIBIT A – PRICING PAGE
Tygart Lake State Park
Wastewater Treatment and Sewer System Improvements
Grafton, WV

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
35	150 TN	Crusher Run Stone <u>Thirty Three</u> Dollars <u>Thirty Seven</u> Cents	<u>33.37</u>	<u>5,005.50</u>
36	265 LF	6' High Chain Link Fencing, Complete with Swing Gates WWTP <u>Forty Three</u> Dollars <u>Eighty</u> Cents	<u>43.80</u>	<u>11,607.00</u>
37	1 LS	Reclamation of Disturbed Areas Five Thousand One Hundred Ninety Five Dollars <u>Ninety Six</u> Cents	<u>5,195.96</u>	<u>5,195.96</u>

TOTAL BASE BID _____
(\$ 1,892,192.54).

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.

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.

D.R. Williams, President
(Name, Title)
Daniel R. Williams, President
78 Dandee Dr. Grafton, WV 26354
(Printed Name and Title)
304-265-0188 / 304-265-6858
(Address)
dmsgrafton@aol.com
(Phone Number) / (Fax Number)
dmsgrafton@aol.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.

Dan's Marine Service, Inc.
(Company)

D.R. Williams, President
(Authorized Signature) (Representative Name, Title)

Daniel R. Williams, President
(Printed Name and Title of Authorized Representative)

12/17/2020
(Date)

304-265-0188 304-265-6858
(Phone Number) (Fax Number)