

Solicitation Response(SR) Dept: 0310 ID: ESR1217200000004410 Ver.: 1 Function: New Phase: Final

Modified by batch , 12/17/2020

Header  5

General Information   Contact   Default Values   Discount   Document Information   Clarification Request


<b>Procurement Folder:</b> 800668	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Purchase Order	<b>SO Dept:</b> 0310
<b>Vendor ID:</b> VS0000004446	<b>SO Doc ID:</b> DNR2100000031
<b>Legal Name:</b> Doss Enterprises LC	<b>Published Date:</b> 12/11/20
<b>Alias/DBA:</b> DWAINE D DOSS	<b>Close Date:</b> 12/17/20
<b>Total Bid:</b> \$2,061,074.26	<b>Close Time:</b> 13:30
<b>Response Date:</b> 12/17/2020	<b>Status:</b> Closed
<b>Response Time:</b> 13:12	<b>Solicitation Description:</b> Addendum No.02-Tygart Lake SP WWT & Sewer System Improv. 
<b>Responded By User ID:</b> sfleming	<b>Total of Header Attachments:</b> 5
<b>First Name:</b> Shawn	<b>Total of All Attachments:</b> 5
<b>Last Name:</b> Fleming	
<b>Email:</b> shawn.fleming@dossent	
<b>Phone:</b> 3046574459	

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

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Name of Vendor:

DOSS ENTERPRISES

Address of Vendor:

190 MIDSTREAM WAY  
JANE LEW, WV 26378

Phone Number of Vendor:

304.657.4459 CELL  
304.884.2325 OFFICE

WV Contractors License No.

WV- 027217

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.**

\$ 2,061,074.26

**Total Base Bid:**

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

**Written in words.**

TWO MILLION SIXTY ONE THOUSAND SEVENTY FOUR DOLLARS AND TWENTY SIX CENTS.

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**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.

<b>Unit Prices</b>				
Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
1	1 LS	Mobilization / Demobilization <u>28,932</u> Dollars <u>93</u> Cents	<u>\$28,932.93</u>	<u>\$28,932.93</u>
2	1 LS	Videotaping of Project Area <u>3,608</u> Dollars <u>19</u> Cents	<u>\$3,608.19</u>	<u>\$3,608.19</u>
3	1 LS	Erosion and Sediment Control Measures <u>12,544</u> Dollars <u>95</u> Cents	<u>\$12,544.95</u>	<u>\$12,544.95</u>
4	55 LF	1 1/4" HDPE DR-11 IPS Force Main <u>3,160</u> Dollars <u>30</u> Cents	<u>\$57.46</u>	<u>\$3,160.30</u>
5	3,400 LF	2" HDPE DR-13.5 IPS Force Main <u>48,756</u> Dollars <u>00</u> Cents	<u>\$14.34</u>	<u>\$48,756.00</u>
6	850 LF	6" HDPE DR-11 Horizontal Directional Drill (HDD) <u>285,432</u> Dollars <u>00</u> Cents	<u>\$237.86</u>	<u>\$285,432.00</u>

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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>19,068</u> Dollars		
		<u>00</u> Cents	<u>\$ 90.80</u>	<u>\$19,068.00</u>
8	50 LF	8" PVC Sch. 80 Gravity Sewer Piping (Depth: 0' – 6')		
		<u>7,081.</u> Dollars		
		<u>50</u> Cents	<u>\$141.63</u>	<u>\$ 7,081.50</u>
9	20 LF	6" Steel Casing (Open Cut)		
		<u>3,512</u> Dollars		
		<u>20</u> Cents	<u>\$175.61</u>	<u>\$3,512.20</u>
10	30 LF	6" Steel Casing (Bore & Jack)		
		<u>14,814</u> Dollars		
		<u>30</u> Cents	<u>\$493.81</u>	<u>\$14,814.30</u>
11	30 LF	HMA Road Repair		
		<u>11,984</u> Dollars		
		<u>96</u> Cents	<u>\$ 399.49</u>	<u>\$11,984.96</u>
12	10 LF	Concrete Road Repair		
		<u>2,206</u> Dollars		
		<u>90</u> Cents	<u>\$ 220.69</u>	<u>\$1 2,206.90</u>
13	35 LF	Gravel Road Repair		
		<u>3,851</u> Dollars		
		<u>75</u> Cents	<u>\$110.05</u>	<u>\$ 3,851.75</u>

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Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
14	5 EA	Tie-in to Existing Sanitary System <u>7,669</u> Dollars <u>55</u> Cents	<u>\$1,533.91</u>	<u>\$7,669.55</u>
15	5 EA	Cut & Plug Existing Line <u>3,253</u> Dollars <u>70</u> Cents	<u>\$650.74</u>	<u>\$3,253.70</u>
16	3 EA	Inline Pressure Cleanout <u>19,022</u> Dollars <u>85</u> Cents	<u>\$6,340.95</u>	<u>\$19,022.85</u>
17	2 EA	Forcemain Combination Air/Vac Release <u>16,159</u> Dollars <u>96</u> Cents	<u>\$8,079.98</u>	<u>\$16,159.96</u>
18	1 EA	48" Manhole Base, Conetop and Straddle Manhole <u>3,371.</u> Dollars <u>08</u> Cents	<u>\$3,371.08</u>	<u>\$3,371.08</u>
19	4 VF	48" Vertical Riser Pipe <u>975</u> Dollars <u>44</u> Cents	<u>\$243.86</u>	<u>\$975.44</u>
20	1 LS	Lodge Submersible, Grinder Pump Station, Complete <u>181,774</u> Dollars <u>32</u> Cents	<u>\$181,774.32</u>	<u>\$181,774.32</u>

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Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
21	1 LS	Marina E-One Pump Station, Complete <u>32,879</u> Dollars <u>93</u> Cents	<u>\$32,879.93</u>	<u>\$32,879.93</u>
22	1 LS	Picnic Area Submersible, Grinder Pump Station, Complete <u>177,283</u> Dollars <u>76</u> Cents	<u>\$177,283.76</u>	<u>\$177,283.76</u>
23	1 LS	Abandonment & Removal of Existing Marina Pump Station <u>18,000</u> Dollars <u>87</u> Cents	<u>\$18,000.87</u>	<u>\$18,000.87</u>
24	1 LS	Abandonment & Removal of Existing Picnic Area Pump Station <u>15,056</u> Dollars <u>70</u> Cents	<u>\$15,056.70</u>	<u>\$15,056.70</u>
25	1 LS	Abandonment In Place of Existing 48" Manhole <u>3,799</u> Dollars <u>62</u> Cents	<u>\$3,799.62</u>	<u>\$3,799.62</u>
26	1 LS	Abandonment & Removal of Existing Lodge WWTP <u>41,528</u> Dollars <u>22</u> Cents	<u>\$41,528.22</u>	<u>\$41,528.22</u>
27	1 LS	Abandonment & Removal of Existing Woodshed WWTP <u>41,528</u> Dollars <u>22</u> Cents	<u>\$41,528.22</u>	<u>\$41,528.22</u>

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Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
28	1 LS	Clearing and Grubbing of New Site <u>4,694.</u> Dollars <u>53</u> Cents	<u>\$4,694.53</u>	<u>\$4,694.53</u>
29	1 LS	Grading of Access Road and Plant Site <u>16,606</u> Dollars <u>85</u> Cents	<u>\$16,606.85</u>	<u>\$16,606.85</u>
30	1 LS	20,000 GPD Woodshed Wastewater Treatment Plant, Complete <u>953,275</u> Dollars <u>86</u> Cents	<u>\$953,275.86</u>	<u>\$953,275.86</u>
31	1 LS	Civil Site work (Earth Work, Concrete, ETC) <u>27,244</u> Dollars <u>96</u> Cents	<u>\$27,244.96</u>	<u>\$27,244.96</u>
32	300 CY	Excavation/Undercut of Existing Soils <u>4,104</u> Dollars <u>00</u> Cents	<u>\$13.68</u>	<u>\$4,104.00</u>
33	300 CY	Placement of Engineered Fill Material <u>6,837</u> Dollars <u>00</u> Cents	<u>\$22.79</u>	<u>\$6,837.00</u>
34	75 TN	Road Base Stone <u>5,191</u> Dollars <u>50</u> Cents	<u>\$69.22</u>	<u>\$5,191.50</u>

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Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
35	150 TN	Crusher Run Stone <u>9,985</u> Dollars <u>50</u> Cents	<u>\$66.57</u>	<u>\$9,985.00</u>
36	265 LF	6' High Chain Link Fencing, Complete with Swing Gates WWTP <u>20,860</u> Dollars <u>80</u> Cents	<u>\$78.72</u>	<u>\$20,860.80</u>
37	1 LS	Reclamation of Disturbed Areas <u>17,000</u> Dollars <u>02</u> Cents	<u>\$17,000.02</u>	<u>\$17,000.02</u>

**TOTAL BASE BID** TWO MILLION SIXTY ONE THOUSAND SEVENTY FOUR DOLLARS AND TWENTY SIX CENTS  
(\$ 2,061,074.26 ).

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.



## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

**1. CONTRACTOR'S LICENSE:** W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Doss ENTERPRISES LC

Contractor's License No.: WV- 027217

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be

the Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the attached AIS documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein..

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or part, by federal funds.

**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

**a. Required Information.** The subcontractor list must contain the following information:

**i. Bidder's name**

**ii. Name of each subcontractor performing more than \$25,000 of work on the project.**

**iii. The license number of each subcontractor, as required by W. Va. Code § 21-11- 1 et. seq.**

**iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)**

**b. Subcontractor List Submission Form:** The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

**c. Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

**i. The subcontractor listed in the original bid has filed for bankruptcy;**

**ii.** The subcontractor in the original bid has been debarred or suspended; or

**iii.** The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.



**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.



(Name, Title)

SHAWN FLEMING, PROJECT MANAGER

(Printed Name and Title)

140 MIDSTREAM WAY, JANE LEW, WV 26378

(Address)

304.657.4459 304-884-2319

(Phone Number) / (Fax Number)

shawn.fleming@dossenterprises.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.

Doss Enterprises

(Company)

 MANAGER

(Authorized Signature) (Representative Name, Title)

DWANNE D. DOSS MANAGER

(Printed Name and Title of Authorized Representative)

12/17/2020

(Date)

(304) 884-2325 (304) 884-2319

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources  
Tygart Lake State Park  
Wastewater Treatment and Sewer System Improvement

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**11. MISCELLANEOUS:**

**11.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: SHAWN FLEMING

Telephone Number: 304.657.4459

Fax Number: 304.884.2319

Email Address: shawn.fleming@dossentcorporates.com



# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: DOSS ENTERPRISES LLC Address: 7522 US Hwy 19N

JANE LON, WV 26378

Name of Authorized Agent: SHAWN FLEMING Address: 7522 US HWY 19N

Contract Number: \_\_\_\_\_ Contract Description: TYGART LAKE ST. PARK

Governmental agency awarding contract: INV DIV. NAT. RES.

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

PLEASE SEE ATTACHED

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

DOSSINE D. DOSS

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

NA

Signature: [Signature] Date Signed: 12/16/2020

**Notary Verification**

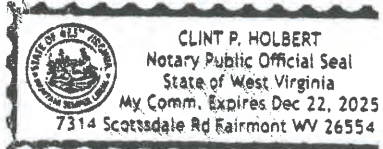
State of WEST VIRGINIA, County of LEWIS:

I, CLINT P HOLBERT, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 16<sup>TH</sup> day of DECEMBER, 2020.

[Signature]  
Notary Public's Signature

**To be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Doss Enterprises, LC  
of Jane Lew, WV, as Principal, and Philadelphia Indemnity Insurance Company  
of Bala Cynwyd, PA, a corporation organized and existing under the laws of the State of  
PA with its principal office in the City of Bala Cynwyd, 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  
Wastewater Treatment & Sewer Improvements, Tygart Lake State Park, Taylor County

**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

Doss Enterprises, LC  
(Name of Principal)  
By: [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)  
Manager  
(Title)

Surety Seal



Philadelphia Indemnity Insurance Company  
(Name of Surety)  
By: [Signature]  
Kimberly L. Miles, Licensed WV Resident Agent **Attorney-in-Fact**

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Douglas P. Taylor, Andrew K. Teeter, Kimberly L. Miles, Kimberly S. Burdette, Jaime L. Carpenter and Tammy S. Selbe of USI Insurance Services, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of December, 20 20.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



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

**STATE OF WEST VIRGINIA,  
COUNTY OF LEWIS, TO-WIT:**

I, SHAWN FLEMING, after being first duly sworn, depose and state as follows:

- 1. I am an employee of DOSS ENTERPRISES; and,  
(Company Name)
- 2. I do hereby attest that DOSS ENTERPRISES  
(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: SHAWN FLEMING

Signature: [Handwritten Signature]

Title: PROJECT MANAGER

Company Name: DOSS ENTERPRISES

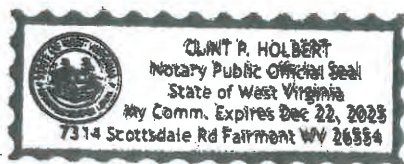
Date: 12/16/2020

Taken, subscribed and sworn to before me this 16<sup>TH</sup> day of DECEMBER, 2020.

By Commission expires DEC 22, 2025

(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: DOSSE ENTERPRISES

Authorized Signature: [Signature] Date: 12/16/2020

State of WV

County of LEWIS, to-wit:

Taken, subscribed, and sworn to before me this 16<sup>th</sup> day of December, 2020.

My Commission expires 12/22/2025, 20    .

[Signature]

AFFIX SEAL HERE

NOTARY PUBLIC

