

Solicitation Response(SR) Dept: 0310 ID: ESR0203210000005215 Ver.: 1 Function: New Phase: Final

Modified by batch , 02/04/2021

Header  1

General Information   Contact   Default Values   Discount   Document Information   Clarification Request

<b>Procurement Folder:</b> 816507	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Purchase Order	<b>SO Dept:</b> 0310
<b>Vendor ID:</b> VS0000013287	<b>SO Doc ID:</b> DNR2100000036
<b>Legal Name:</b> A J BURK LLC	<b>Published Date:</b> 1/26/21
<b>Alias/DBA:</b>	<b>Close Date:</b> 2/4/21
<b>Total Bid:</b> \$828,229.00	<b>Close Time:</b> 13:30
<b>Response Date:</b> 02/04/2021	<b>Status:</b> Closed
<b>Response Time:</b> 7:43	<b>Solicitation Description:</b> Addendum No. 04 - Watoga State Park Waterline Upgrades
<b>Responded By User ID:</b> MTNweld5413	<b>Total of Header Attachments:</b> 1
<b>First Name:</b> Adam	<b>Total of All Attachments:</b> 1
<b>Last Name:</b> Burkhammer	
<b>Email:</b> aburkhammer@mtnweld.	
<b>Phone:</b> 304-452-9760	

**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.

Robert Hoover, Project manager  
(Name, Title)  
Robert Hoover, Project Manager  
(Printed Name and Title)  
PO Box 118 HORNER, WV 26372  
(Address)  
304-997-8153  
(Phone Number) / (Fax Number)  
Rhoover@ajburk.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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated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.

AJ BURK, LLC  
(Company)

  
(Authorized Signature) (Representative Name, Title)

Robert Hoover, Project Manager  
(Printed Name and Title of Authorized Representative)

January 27, 2021  
(Date)

304-997-8153  
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR21\*36

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.

A.J. Burk, LLC  
Company

  
Authorized Signature

02-03-2021  
Date

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

REQUEST FOR QUOTATION  
Watoga State Park  
Waterline Upgrades

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15. MISCELLANEOUS:

15.1. **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: Robert Hoover

Telephone Number: 304-997-8153

Fax Number: N/A

Email Address: rhoover@ajburk.com

EXHIBIT A – PRICING PAGE  
Watoga State Park  
Waterline Upgrades

Name of Vendor:

AJ Burk, LLC

Address of Vendor:

PO BOX 118  
HORNER, WV 26372

Phone Number of Vendor:

304-997-8153

WV Contractors License No.

WV-048467

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 attached specifications

**Total Base Bid:**

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

**Written in numbers.**

\$ 828,229.00

**Total Base Bid:**

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

**Written in words.**

Eight Hundred Twenty Eight Thousand Two Hundred Twenty Nine Dollars and Zero Cents

All Bidders must complete the following Unit Price Sheets

**WV Division of Natural Resources**  
**Watoga State Park Water System Upgrades**  
**Unit Bid Sheet - Revised January 25, 2021**

Item No.	Description	Units	Quantity	Unit Price	Total Price
1	Connect / Reconnect To Existing System	EA	6	\$2,000.00	\$12,000.00
2	3" Hot-tap Connection	EA	1	\$2,500.00	\$2,500.00
3	Connect/Reconnect Service Lines; Install Pits, Valve & Drain	EA	38	\$1,250.00	\$47,500.00
4	Replace Filters at Riverside	LS	1	\$55,000.00	\$55,000.00
5	Replace Filters and Building Extension at Busch Place	LS	1	\$65,000.00	\$65,000.00
6	Beaver Creek Treatment Building Upgrades	LS	1	\$3,000.00	\$3,000.00
7	Type B Trench Repair	LF	238	\$65.00	\$15,470.00
8	Type C Trench Repair	LF	1,120	\$7.00	\$7,840.00
9	Erosion Control & Seeding	LS	1	\$10,000.00	\$10,000.00
10	Chlorine Contact Piping & Fittings at Beaver Creek	LS	1	\$7,500.00	\$7,500.00
11	4" HDPE DR9 Water Line	LF	1,962	\$22.00	\$43,164.00
12	4" HDPE DR9, HDD, Includes Stream Crossings	LF	40	\$125.00	\$5,000.00
13	4" Gate Valve	EA	5	\$1,000.00	\$5,000.00
14	3" HDPE DR9 Water Line	LF	4,025	\$20.00	\$80,500.00
15	3" HDPE , HDD; Includes Stream Crossings	LF	1,060	\$110.00	\$116,600.00
16	3" Gate Valve	EA	13	\$1,000.00	\$13,000.00
17	8" Steel Casing, Open Cut	LF	30	\$65.00	\$1,950.00
18	8" Steel Casing, Bore & Jack	LF	123	\$275.00	\$33,825.00
19	2" PVC, SDR 13.5 Water line	LF	7,500	\$17.50	\$131,250.00
20	2" HDPE, HDD Stream Crossing	LF	234	\$95.00	\$22,230.00
21	2" Gate Valve	EA	23	\$1,000.00	\$23,000.00
22	2" Flushing Hydrants	EA	9	\$2,500.00	\$22,500.00
23	Replace Existing Yard Hydrants (Campground)	EA	4	\$750.00	\$3,000.00
24	New Yard Hydrant at Existing Lift Stations (Cabin 3 & Pine Run)	EA	2	\$800.00	\$1,600.00
25	Manual Air Release Valve	EA	7	\$1,250.00	\$8,750.00
26	Automatic Air Release Valve	EA	1	\$1,000.00	\$1,000.00
27	Service Line Reconnection (Drinking Fountains)	EA	2	\$500.00	\$1,000.00
28	3/4" HDPE Service Line	LF	1,200	\$18.00	\$21,600.00
29	1" HDPE Service Line	LF	1,400	\$18.00	\$25,200.00
30	Future Service Line Connection (Beaver Creek Campground)	EA	1	\$1,500.00	\$1,500.00
31	Cut & Cap Existing Water Line	EA	4	\$500.00	\$2,000.00
32	WVDOT 307-1 (Shoulder Stone)	TON	250	\$35.00	\$8,750.00
33	Mobilization	LS	1	\$30,000.00	\$30,000.00
				Total Bid =	\$828,229.00

*All quantities are estimated. Prospective Bidders should verify quantities in the field prior to submitting bids.*

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, A.J. Burk, LLC  
of Homer, 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  
Watoga State Park Waterline Replacement

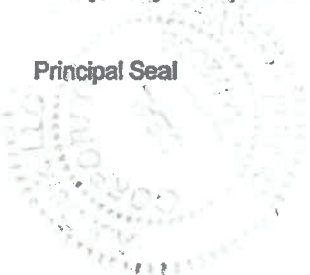
**NOW THEREFORE,**

- (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 21st day of January, 2021.

Principal Seal



A.J. Burk, LLC

(Name of Principal)

By: [Signature]

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

Managing Member

(Title)

Surety Seal



Philadelphia Indemnity Insurance Company

(Name of Surety)

By: [Signature]  
Tammy S. Selbe, 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, 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.

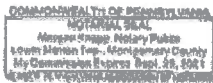
IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(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: Margaret Knapp

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 21st day of January, 2021.



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, Robert Hoover, after being first duly sworn, depose and state as follows:

1. I am an employee of AJ Burk, LLC; and,  
(Company Name)
2. I do hereby attest that AJ Burk, 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.

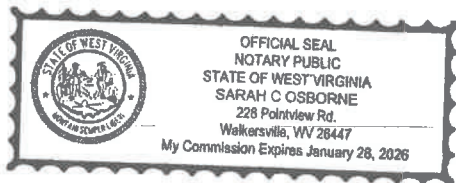
The above statements are sworn to under the penalty of perjury.

Printed Name: Robert Hoover  
 Signature: [Signature]  
 Title: Project Manager  
 Company Name: AJ Burk, LLC  
 Date: January 27, 2021

Taken, subscribed and sworn to before me this 27 day of January, 2021.

By Commission expires January 28, 2026.

(Seal)



[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: Al Burr, LLC

Authorized Signature: [Signature] Date: January 27, 2021

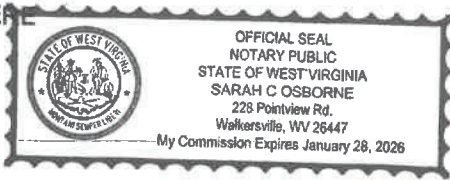
State of WEST Virginia

County of LEWIS, to-wit:

Taken, subscribed, and sworn to before me this 27 day of January, 2021.

My Commission expires January 28, 2026

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:**

WV048467

**Classification:**

GENERAL ENGINEERING  
PIPING  
WELDING

A J BURK LLC  
DBA MOUNTAINEER WELDING AND CONSTRUCTION  
PO BOX 118 5413 GEORGETOWN RD  
HORNER, WV 26372-0118

**Date Issued:**

**Expiration Date**

AUGUST 15, 2020

AUGUST 15, 2021



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

## RESOLUTION OF A.J. BURK, LLC

December 10, 2020

1. As the sole member of A.J. Burk, LLC (referred to herein as "Company"), I, Adam Burkhammer, certify that on the date above a meeting was held at the Company's principal office.
2. A quorum was present and the meeting was called to order.
3. The Company unanimously adopted the following resolutions:

**Resolved**, that Robert Hoover is designated as an agent of the Company with authority to bind the Company, execute agreements and sign documents on behalf of the Company. The agent's authority is included, but not limited to, signing or endorsing checks; entering into contracts; selling or otherwise transferring the Company's property; and any other similar actions. The authority of the agent is valid until revoked by a later dated Company resolution.

**Resolved**, that Sarah Osborne is designated as an agent of the Company with authority to bind the Company, execute agreements and sign documents on behalf of the Company. The agent's authority is included, but not limited to, signing or endorsing checks; entering into contracts; selling or otherwise transferring the Company's property; and any other similar actions. The authority of the agent is valid until revoked by a later dated Company resolution.

**Further Resolved**, that all the acts taken above and resolution are approved, ratified, and adopted.

**CERTIFIED TO AND ATTESTED BY:**



Adam Burkhammer  
Member, A.J. Burk, LLC