

Solicitation Response(SR) Dept: 0310 ID: ESR05072000000006521 Ver.: 1 Function: New Phase: Final

Modified by batch , 05/07/2020

Header 2



General Information Contact Default Values Discount Document Information

Procurement Folder: 706215	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: 000000224605	SO Doc ID: DNR2000000040
Legal Name: BEAR CONTRACTING LLC	Published Date: 5/7/20
Alias/DBA:	Close Date: 5/7/20
Total Bid: \$334,210.00	Close Time: 13:30
Response Date: 05/07/2020	Status: Closed
Response Time: 12:00	Solicitation Description: Addendum No. 03_Fairfax Pond Dam Structural Repairs
	Total of Header Attachments: 2
	Total of All Attachments: 2

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR20*40

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


Authorized Signature

5/7/20
Date

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

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.

MARK D. URSO PRESIDENT / MANAGING MEMBER
(Name, Title)

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

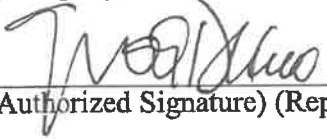
P.O. Box 1196 BRIDGEPORT, IN 46330
(Address)

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)

04-30-2020
(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. URSO, after being first duly sworn, depose and state as follows:

- I am an employee of BEAR CONTRACTING LLC; and,
(Company Name)
- 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. URSO

Signature: [Handwritten Signature]

Title: PRESIDENT / MANAGING MEMBER

Company Name: BEAR CONTRACTING LLC

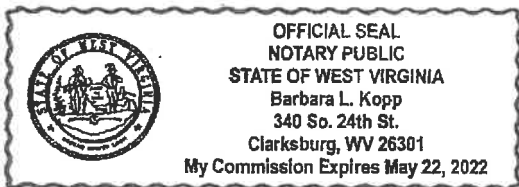
Date: 04-30-2020

Taken, subscribed and sworn to before me this 30th 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

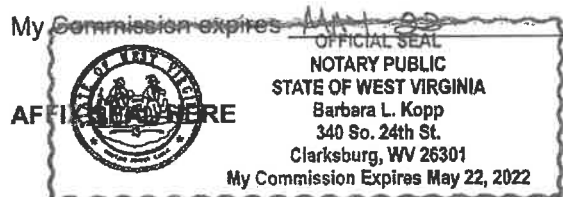
Authorized Signature: [Signature] Date: 04-30-2020
MARK D. WESC

State of WEST VIRGINIA

County of HARRISON, to-wit:

Taken, subscribed, and sworn to before me this 30th day of APRIL, 2020

My Commission expires May 22, 2022



NOTARY PUBLIC [Signature]

Agency _____
REQ.P.O# _____

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
Fairfax Pond Dam Structural Repairs & Modifications

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 30th day of April, 2020.

Principal Seal

Bear Contracting LLC

(Name of Principal)

By [Signature]

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

MARCO LUKSO

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

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

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 30th day of April, 2020



Stephen C. Beraha

Assistant Secretary

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV028391

Classification:
GENERAL ENGINEERING

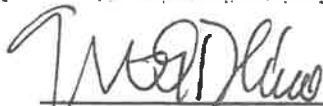
BEAR CONTRACTING LLC
DBA BEAR CONTRACTING LLC
PO BOX 1196
BRIDGEPORT, WV 26330

Date Issued

JUNE 10, 2019

Expiration Date

JUNE 10, 2020



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.



**State of West Virginia
Request For Quotation
Construction**

Procurement Folder : 706215

Document Description : Addendum No. 02_Fairfax Pond Dam Structural Repairs


Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2020-04-28	2020-05-07 13:30:00	ARFQ 0310 DNR2000000040	3	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>Bridgport, WV 26330</i>

FOR INFORMATION CONTACT THE

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

Signature X  FEIN # 75-3079323 DATE 5/7/20

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

ADDITIONAL INFORMATION:

Addendum No. 02 issued to publish and distribute the attached documentation to the vendor community.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS	
SOUTH CHARLESTON	WV25305	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Dam construction service				#334,210.00

Commodity Code	Manufacturer	Model #	Specification
72141203			

Extended Description
Dam construction service

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Non Mandatory Pre-Bid Meeting 10 a.m. to 1 p.m. ET	2020-04-08
2	Technical Question Deadline 9:00 a.m. ET	2020-04-21

DNR2000000040	Document Phase Final	Document Description Addendum No. 02_Fairfax Pond Dam Structural Repairs	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXHIBIT A – PRICING PAGE 1/2
Fairfax Pond Dam Modifications

Name of Bidder:

Bear Contracting, LLC

Address of Bidder:

P.O. Box 1196
Bridgeport, WV 26330

Phone Number of Bidder:

304 376 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.

All Bidders should complete the following Unit Price Sheets. 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 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 on the following page(s) are best estimates of actual quantities needed. **The Contract award shall be based on the lowest Total Base Bid.**

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in figures.**

\$334,210.00

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in words.**

Three hundred thirty-four thousand two hundred ten dollars and zero cents.

EXHIBIT A - PRICING PAGE 2/2
FAIRFAX POND DAM MODIFICATIONS - REV. 0
 Prepared By: Civil Tech Engineering, Inc.
 December 21, 2018

ITEM	DESCRIPTION	QUANTITY	UNIT	BID	
				COST/UNIT	EXTENDED PRICE (\$)
1.0	SURVEYING (Max. 5% of Contract)	1.0	LS	\$16,000.00	\$16,000.00
2.0	QUALITY CONTROL TESTING (Max. 5% of Contract)	1.0	LS	\$16,250.00	\$16,250.00
3.0	MOB/DEMOB (Max. 10% of Contract)	1.0	LS	\$11,000.00	\$11,000.00
4.0	CLEARING & GRUBBING	1.0	AC	\$10,000.00	\$10,000.00
5.0	SPILLWAY DEMOLITION	1.0	LS	\$2,000.00	\$2,000.00
6.0	PRINCIPAL SPILLWAY AND TRICKLE TUBE	1.0	LS	\$42,000.00	\$42,000.00
7.0	EXCAVATION	7270.0	CY	\$5.25	\$38,167.50
8.0	REINFORCED CONCRETE	16.0	CY	\$2,250.00	\$36,000.00
9.1	COHESIVE FILL	2755.0	CY	\$5.25	\$14,463.75
9.2	RANDOM FILL	3735.0	CY	\$5.25	\$19,608.75
10.0	RIP RAP	80.0	CY	\$65.00	\$5,200.00
11.0	EROSION & SEDIMENT CONTROL	1.0	LS	\$25,000.00	\$25,000.00
12.0	SEEDING, FERTILIZING, & MULCHING	3.5	AC	\$2,700.00	\$9,450.00
13.0	DEWATERING & WATER CONTROL	1.0	LS	\$22,520.00	\$22,520.00
14.1	CRUSHED STONE AGGREGATE	450.0	CY	\$45.00	\$20,250.00
14.2	PIPE GATE REMOVAL AND REINSTALLATION	1.0	EA	\$2,000.00	\$2,000.00
14.3	GUARD RAIL	412.0	LF	\$25.00	\$10,300.00
14.4	FISHERMAN'S TRAIL	486.0	LF	\$70.00	\$34,020.00

BID PRICE

\$ 334,210.00