

Solicitation Response(SR) Dept: 0310 ID: ESR06131900000005779 Ver.: 1 Function: New Phase: Final

Modified by *bachy* 06/13/2019

Header 5

General Information Contact Detail Values Disbount Document Information

<b>Procurement Folder:</b> 568256	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Contract - Fixed Amt	<b>SO Dept:</b> 0310
<b>Vendor ID:</b> VS0000015821	<b>SO Doc ID:</b> DNR1900000119
<b>Legal Name:</b> Select Excavating Services LLC	<b>Published Date:</b> 5/30/19
<b>Alias/DBA:</b> JAMES M BUTCHER	<b>Close Date:</b> 6/13/19
<b>Total Bid:</b> \$134,851.88	<b>Close Time:</b> 13:30
<b>Response Date:</b> 06/13/2019	<b>Status:</b> Closed
<b>Response Time:</b> 10:50	<b>Solicitation Description:</b> Addendum No. 01 North Bend Rall Trail Culvert Repairs
	<b>Total of Header Attachments:</b> 5
	<b>Total of All Attachments:</b> 5

**EXHIBIT A – PRICING PAGE**  
**North Bend Rail Trail**  
**Culvert Replacement Project**

**BID FORM**  
**NBRT CULVERT MM16 CULVERT COLLAPSE REPAIR**

**WVDNR, SOUTH CHARLESTON, WV**  
**Prepared By: Civil Tech Engineering, Inc. - April 23, 2018**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
1.0	MOB/DEMOB (Max. 10% Contract)	1	LS	-	\$ 8,600.00
2.0	SURVEYING (Max. 5% Contract)	1	LS	-	\$ 4,250.00
3.0	QUALITY CONTROL (Max. 5% Contract)	1	LS	-	\$ 0
4.0	CLEARING & GRUBBING	1	LS	-	\$ 11,400.00
5.0	EXCAVATION	1,840	CY	\$ 9.15	\$ 16,836.00
6.0	DEMOLITION	1	LS	-	\$ 9,800.00
7.0	RIP RAP	83	TN	\$ 100.00	\$ 8,300.00
8.0	BASESTONE	20	TN	\$ 40.00	\$ 800.00
9.0	STABILIZED CONSTRUCTION ENTRANCE	1	EA	-	\$ 32,270.00
10.1	SILT FENCE	510	LF	\$ 3.05	\$ 1,555.50
10.2	WATTLES	311	LF	\$ 4.85	\$ 1,508.35
10.3	COFFERDAM	2	EA	\$ 795.00	\$ 1,590.00
10.4	DEWATERING BAG	1	EA	-	\$ 495.00
11.0	SEEDING AND MULCHING	1	LS	-	\$ 7,450.00
12.0	GABION RETAINING WALL	31	CY	\$ 953.13	\$ 29,547.03

**TOTAL BID PRICE**

\$ 134,851.88

# CNA SURETY

## Bid Bond

Bond No. 64672526

**CONTRACTOR:**

(Name, legal status and address)

Select Excavating Services, LLC  
Limited Liability Company

299 Hickory Hill Rd  
Jane Lew, WV 26378

**OWNER:**

(Name, legal status and address)

WV Division of Natural Resources  
Property & Procurement Office

Governmental Entity

324 4th Ave.  
South Charleston, WV 25303  
**BOND AMOUNT:** Five Percent of Amount Bid  
5.0% of Amount Bid

**PROJECT:**

(Name, location or address, and Project number, if any)

North Bend Rail Trail Culvert Replacement Project  
1014 Volcano Road, Waverly, WV 26184

**SURETY:**

(Name, legal status and principal place of business)

WESTERN SURETY COMPANY  
South Dakota Corporation  
151 North Franklin  
17th Floor  
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of June, 2019.

(Witness)

Victoria Evans

(Witness)

Select Excavating Services, LLC

(Principal)

(Seal)

Caleb Butcher

WESTERN SURETY COMPANY

(Surety)

(Seal)

Carla Jo Dobbins  
(Title) CARLA JO DOBBINS

Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 64672526

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint CARLA JO DOBBINS

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Select Excavating Services, LLC

Obligee: WV Division of Natural Resources Property & Procurement Office

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 64672526 is not issued on or before midnight of September 11, 2019, all authority conferred in this Power of Attorney shall expire and terminate.

In testimony whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be placed hereon this 13th day of June, 2019.

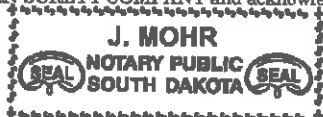


WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

On this 13th day of June, in the year 2019, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



*J. Mohr*

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 13th day of June, 2019.

WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

# CNA SURETY

## Bid Bond

Bond No. 64672526

### CONTRACTOR:

(Name, legal status and address)

Select Excavating Services, LLC  
Limited Liability Company

299 Hickory Hill Rd  
Jane Lew, WV 26378

### OWNER:

(Name, legal status and address)

WV Division of Natural Resources  
Property & Procurement Office

Governmental Entity

324 4th Ave.  
South Charleston, WV 25303  
**BOND AMOUNT:** Five Percent of Amount Bid  
5.0% of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

North Bend Rail Trail Culvert Replacement Project  
1014 Volcano Road, Waverly, WV 26184

### SURETY:

(Name, legal status and principal place of business)

WESTERN SURETY COMPANY  
South Dakota Corporation  
151 North Franklin  
17th Floor  
Chicago, IL 60606

This document has Important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of June, 2019.

(Witness)

Victoria Evans

(Witness)

Select Excavating Services, LLC

(Principal)

(Seal)

Cates Butcher

WESTERN SURETY COMPANY

(Surety)

(Seal)

Carla Jo Dobbins  
(Title) CARLA JO DOBBINS

Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 64672526

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint CARLA JO DOBBINS

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Select Excavating Services, LLC

Obligee: WV Division of Natural Resources Property & Procurement Office

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 64672526 is not issued on or before midnight of September 11, 2019, all authority conferred in this Power of Attorney shall expire and terminate.

In Sioux Falls South Dakota, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Brufat, and its corporate seal to be affixed this 13th day of June, 2019.

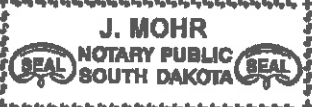


WESTERN SURETY COMPANY

*Paul T. Brufat*

Paul T. Brufat, Vice President

On this 13th day of June, in the year 2019, before me, a notary public, personally appeared Paul T. Brufat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



*J. Mohr*

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 13th day of June, 2019.

WESTERN SURETY COMPANY

*Paul T. Brufat*

Paul T. Brufat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR19\*119

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 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.

Company Select Excavating Services LLC

Authorized Signature 

Date 6/13/19

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.

James M Butcher  
(Name, Title)  
James M Butcher, Managing Member  
(Printed Name and Title)  
299 Hickory Hill Rd, Jane Lew, WV, 26378  
(Address)  
304-613-9194  
(Phone Number) / (Fax Number)  
Jim@selectexcavating.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.

Select Excavating Services LLC  
(Company)  
[Signature] Business Development Coordinator  
(Authorized Signature) (Representative Name, Title)

Caleb Butcher, Business Development Coordinator  
(Printed Name and Title of Authorized Representative)

6/13/19  
(Date)

304-517-3209  
(Phone Number) (Fax Number)



WV Department of Environmental Protection

**PROCUREMENT 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 OTHER CONTRACTS:** 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: SELECT EXCAVATING SERVICES LLC

Authorized Signature: [Signature] Date: 2/13/2019

State of WEST VIRGINIA

County of LEWIS, to-wit:

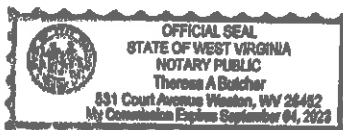
Taken, subscribed, and sworn to before me this 13 day of February, 2019.

My Commission expires Sept. 4, 2023

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature: Theresa A Butcher]





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, JIM BUTCHER, after being first duly sworn, depose and state as follows:

1. I am an employee of SELECT EXCAVATING SERVICES LLC; and,  
(Company Name)
2. I do hereby attest that SELECT EXCAVATING SERVICES 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: JIM BUTCHER

Signature: *Jim Butcher*

Title: MANAGING MEMBER

Company Name: SELECT EXCAVATING SERVICES LLC

Date: 2/13/2019

Taken, subscribed and sworn to before me this 13 day of February, 2019.

By Commission expires Sept 4, 2023

(Seal)

*Meresa A Butcher*  
(Notary Public)

