

**Blackwater Falls State Park
Contract 3 - Water Supply Well
DIVISION OF NATURAL RESOURCES**

**Revised 4-15-2013
FORM OF PROPOSAL**

Name of Bidder:

Wayne's Water 'n' Wells, Inc.

Address of Bidder:

19139 Garrett Hwy
Oakland, Md 21550

Phone Number of Bidder:

301. 387-7181

WV Contractors License No.

WV028366

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
Contract No. 3

The project generally consists of installation of construction of one (1) new water well approximately 500 VF deep and necessary incidentals including: site work, well testing, and pumping equipment installation. The work is identified as Contract No. 3 - Blackwater Falls State Park. The cost for the work shall be as itemized below.

05/14/13 08:59:06 AM
West Virginia Purchasing Division

Wayne's Water 'n' Wells Inc
Wayne Bolden

Blackwater Falls State Park
Contract 3 - Water Supply Well
DIVISION OF NATURAL RESOURCES

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Amounts to be shown in both words and figures. In case of a discrepancy, the amount in words shall govern.

<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u> <u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u> <u>IN FIGURES</u>	<u>TOTAL PRICE</u> <u>IN FIGURES</u>
1	L.S.	Project Mobilization/Demobilization <u>1,500.00</u> Dollars and <u>.00</u> Cents	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
60	V.F.	Drill & install 8" Steel Casing <u>85.00</u> Dollars and <u>.24</u> Cents	\$ <u>85.24</u>	\$ <u>5,114.60</u>
440	V.F.	Drill 7-3/4" Open Borehole <u>25.00</u> Dollars and <u>.00</u> Cents	\$ <u>25.00</u>	\$ <u>11,000.00</u>
8	Hr.	Well Development <u>325.00</u> Dollars and <u>.00</u> Cents	\$ <u>325.00</u>	\$ <u>2,600.00</u>
500	V.F.	Color TV Video Survey <u>9.00</u> Dollars and <u>.50</u> Cents	\$ <u>9.50</u>	\$ <u>4,750.00</u>
24	Hr.	Well Testing <u>350.00</u> Dollars and <u>.00</u> Cents	\$ <u>350.00</u>	\$ <u>8,400.00</u>
1	LS	Site Work & Access <u>18,494.00</u> Dollars and <u>.00</u> Cents	\$ <u>18,494.00</u>	\$ <u>18,494.00</u>
1100	L.F.	Install 3-#4 with #10 Ground Copper conductors in existing 2" PVC conduit. <u>8.00</u> Dollars and <u>.32</u> Cents	\$ <u>8.32</u>	\$ <u>9,150.00</u>
500	V.F.	Well Pump Discharge Piping <u>7.00</u> Dollars and <u>.00</u> Cents	\$ <u>7.00</u>	\$ <u>3,500.00</u>

Waynes Water in Wells, Inc.

FP-2

Wayne T. Bold

**Blackwater Falls State Park
 Contract 3 - Water Supply Well
 DIVISION OF NATURAL RESOURCES**

**Revised 4-15-2013
 FORM OF PROPOSAL**

1	LS	Submersible Well Pump System <u>16,785.00</u> Dollars and <u>.00</u> Cents	\$ <u>16,785.00</u>	\$ <u>16,785.00</u>
1	L.S.	Well Testing Setup <u>5,000.00</u> Dollars and <u>.00</u> Cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>


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

\$86,293.60

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

Eighty Six Thousand, Two Hundred
Ninety-Three dollars and
Sixty cents

Unit Prices shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. The sum total of the unit prices furnished herein should equal the base bid amount. However, in the event of a discrepancy, the amount indicated as the base bid shall prevail. Any contract issued as a result of this bid will contain the amount of the base bid and any additive alternates should any be added by addendum.

Wayne's Water 'n' Wells Inc.


ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNRB13085

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.

Wayne's Water 'n' Wells Inc.
Company
Wayne T. Bolger Pres.
Authorized Signature
5-12-13
Date



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

STATE OF Maryland

COUNTY OF Garrett, TO-WIT:

I, Wayne T. Bolden, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Wayne's Water 'n' Wells, Inc.; and,
(Company Name)
- 2. I do hereby attest that Wayne's Water 'n' Wells, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

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

Wayne's Water 'n' Wells Inc.
(Company Name)

By: Wayne T Bolden

Title: President

Date: May 12, 2013

Taken, subscribed and sworn to before me this 12 day of May, 2013.

By Commission expires March 9, 2013

(Seal) **LINDA BOLDEN**
Notary Public-Maryland
Garrett County
My Commission Expires
March 09, 2017

Linda Bolden
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Wayne's Water 'n' Wells Inc.
(Company)

Wayne J. Balde
(Authorized Signature)

President
(Representative Name, Title)

301-387-7181 301-387-5614
(Phone Number) (Fax Number)

May 12, 2013
(Date)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 exceed 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 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: Waynes' Water 'n' Wells, Inc.

Authorized Signature: *Wayne R. Bold* Date: 5-12-13

State of Maryland

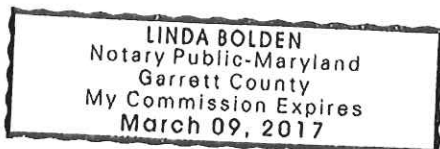
County of Garrett, to-wit:

Taken, subscribed, and sworn to before me this 12 day of May, 2013

My Commission expires March 9, 2017, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC *Linda Bolden*



Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Waynes' Water 'n' Wells, Inc.
of Oakland, Maryland, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
West Virginia with its principal office in the City of Oakland Md., as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Four Thousand, Three Hundred Fourty (\$/100 4,314.68) 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
Blackwater Falls State Park
Sled Run Snow Making Improvement Project
DNRB 13085

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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
12 day of May, 2013.

Principal Corporate Seal

Waynes' Water 'n' Wells Inc
(Name of Principal)
By Wayne V. Bolda Pres
(Must be President or Vice President)
President
(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.



5-709
110

110686509

Date: 5/13/13

Pay to the
order of STATE OF WEST VIRGINIA
EXACTLY **4,314 AND 68/100 DOLLARS

\$*****4,314.68

DRAWER: SUSQUEHANNA BANK

Stephanie [Signature]
Authorized Signature

MEMO: DNRB 13085
Blackwater Falls St. Park

ISSUED BY: MONEYGRAM PAYMENTS SYSTEMS, INC.
P.O. BOX 0478 MINNEAPOLIS MN 55480
DRAWEE: THE BANK OF NEW YORK MELLON, EVERETT, MA



IF THIS INSTRUMENT IS DESIGNATED ON ITS FACE AS A MONEY ORDER THE FOLLOWING APPLIES:

LIMITED RECOURSE:

This Money Order will not be paid if it has been forged, altered or stolen, and recourse is only against the presenter. This means that persons receiving this Money Order should accept it only from those known to them and against whom they have effective recourse.

Payee's Endorsement

For information concerning this Money Order, contact MONEYGRAM PAYMENT SYSTEMS, INC.

PURCHASER'S AGREEMENT:

You, the purchaser, agree to immediately complete this Money Order by filling in the front of the Money Order, signing it, and addressing it at the bottom. The terms of this Money Order bind you, your heirs, or others who receive this Money Order from you.

SERVICE CHARGE:

If this Money Order is not used or cashed (presented for payment) within one year (three years in CA) of the purchase date, there will be a non-refundable service charge assessed where not prohibited by law. The service charge will be deducted from the face amount of this Money Order. The amount of the service charge is one dollar (\$1.00) (twenty-five cents (25¢) in CA) per month from the date of purchase, not to exceed \$84 in total (\$21 in CA) or such lesser amounts as may otherwise be permitted by applicable law.

RESTRICTIONS ON USE:

The business or person selling this Money Order cannot use it to pay personal or business obligations.