



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 346810

Doc Description: Addendum No.02 Tygart Lake State Park - Boat Ramp Improvemen

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-07-19	2017-07-27 13:30:00	CRFQ 0310 DNR1700000062	3

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

*Dan's Marine Service, Inc*  
*78 Dandee Dr.*  
*Grafton, WV 26354*  
*304-265-0188*

07/26/17 13:07:00  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X

*Daniel R. Nisbet*

FEIN #

*55-0684839*

DATE

*7/27/17*

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

**ADDITIONAL INFORMATION:**

**Addendum**

Addendum No.02, issued to publish and distribute the attached material to the Vendor Community.

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**Request for Quotation  
Construction Solicitation**

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Natural Resources, Parks and Recreation Section, to establish a one-time contract for the construction of improvements at the existing boat ramp area at Tygart Lake State Park located in Taylor County, West Virginia per the bid requirements, specifications and terms and conditions that are apart of this document as attached.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES TYGART LAKE STATE PARK 1240 PAUL E MALONE RD GRAFTON WV 26354-9741 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Boat Ramp Improvements	1	LS	2,161,760.00	2,161,760.00

Comm Code	Manufacturer	Specification	Model #
72141210			

**Extended Description :**

Per the bidding documents issued by the Purchasing Division and Project Manuel and Drawings as developed by Alpha Associates.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES TYGART LAKE STATE PARK 1240 PAUL E MALONE RD GRAFTON WV 26354-9741 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate Number 1	1	LS	30,000.00	30,000.00

Comm Code	Manufacturer	Specification	Model #
72141210			

**Extended Description :**

Construction of Concrete step docks as indicated on the drawings

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES TYGART LAKE STATE PARK 1240 PAUL E MALONE RD GRAFTON WV 26354-9741 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Alternate Number 2	1	LS	96,240.00	96,240.00

Comm Code	Manufacturer	Specification	Model #
72141210			

**Extended Description :**

The construction of floating courtesy dock, concrete accessible pathways and sloped gangway as indicated on the drawings

<b>DNR170000062</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No.02 Tygart Lake State Park - Boat Ramp Improvemen	<b>Page 4</b> <b>of 4</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

EXHIBIT A – PRICING PAGE

Tygart Lake State Park  
Boat Ramp Improvements

Name of Vendor:

Dan's Marine Service, Inc

Address of Vendor:

78 Dandee Dr.  
Grafton, WV 26354

Phone Number of  
Vendor:

304-265-0188

WV Contractors License  
No.

WV 025169

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 vendors, 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 the construction of improvements at the existing boat ramp area to create a larger parking facility, installation of storm drainage, retaining walls, and paving at Tygart Lake State Park marina. The project also includes concrete work to construct the improvements on the two existing boat ramps, unless otherwise indicated as an Additive Alternate, as detailed by the contract documents. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

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

2,161,760.00

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

Two Million One Hundred Sixty One Thousand Seven Hundred Sixty dollars and zero cents

**Additive Alternates**

EXHIBIT A – PRICING PAGE

Tygart Lake State Park  
Boat Ramp Improvements

The following Additive Alternate Bid Items are not to be included in the Base Bid. If the Additive Alternate is selected by the Owner, the work described in the Additive Alternate shall be added to the Contract and the amount indicated for the Additive Alternate shall be added to the Base Bid. The cost for each alternate is the net addition to the Base Bid to add the alternate to the Work. No other adjustments shall be made to the Base Bid or Contract amount.

No.	Description	Amount in Words	Amount in Figures
1	The construction of concrete step docks as indicated on the drawings.	<i>Thirty Thousand dollars and zero cents</i>	<i>30,000.00</i>
No.	Description	Amount in Words	Amount in Figures
2	The construction of floating courtesy docks, concrete accessible pathways and sloped gangways as indicated on the drawings.	<i>Ninety Six Thousand Two Hundred Forty dollars and zero cents</i>	<i>96,240.00</i>

The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the Owner. The alternate bid items will be selected in the order indicated in the Pricing Page.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Dan's Marine Service, Inc.  
of Grafton, WV, as Principal, and Merchants Bonding Company (Mutual)  
of Des Moines, IA, a corporation organized and existing under the laws of the State of  
IA with its principal office in the City of Des Moines, 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  
Tygart Lake State Park - New Parking Lot, Access Road, Renovate Boat Ramp, 2 New Courtesy Docks-According to  
Pian and Specifications

**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 27th day of July, 2017.

Principal Seal

Dan's Marine Service, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)  
President  
(Title)

Surety Seal

Merchants Bonding Company (Mutual)  
(Name of Surety)  
By: [Signature]  
Kimberly J. Wilkinson, 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.**

**MERCHANTS  
BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Gregory T Gordon; Kimberly J Wilkinson; Patricia A Moye

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

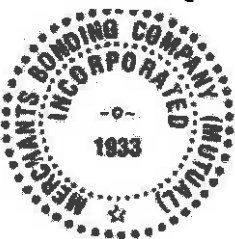
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA

COUNTY OF DALLAS ss.

On this this 6th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

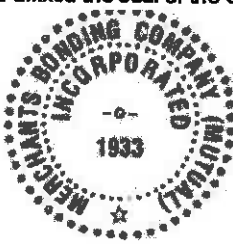


*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of July, 2017



*William Warner Jr.*  
Secretary



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

**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  | <i>Hand Recd 7-27-17</i> |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  | <i>Hand Recd 7-27-17</i> |
| <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.

*Dan's Marine Service, Inc*  
Company

*Jim B. [unclear]*  
Authorized Signature

*7/27/17*  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



**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.

*Daniel R Williams*  
 (Name, Title)  
Daniel R. Williams, President  
 (Printed Name and Title)  
78 Dandee Dr, Grafton, WV 26354  
 (Address)  
304-265-0188 304-265-6858  
 (Phone Number) / (Fax Number)  
dmsgrafton@aol.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.

Dan's Marine Service, Inc  
 (Company)  
*Daniel R Williams* President  
 (Authorized Signature) (Representative Name, Title)  
Daniel R. Williams, President  
 (Printed Name and Title of Authorized Representative)  
7/27/17  
 (Date)  
304-265-0188 304-265-6858  
 (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 Taylor, TO-WIT:

I, Daniel R. Williams, after being first duly sworn, depose and state as follows:

1. I am an employee of Dan's Marine Services, Inc; and,  
(Company Name)
2. I do hereby attest that Dan's Marine Service, Inc  
(Company Name)

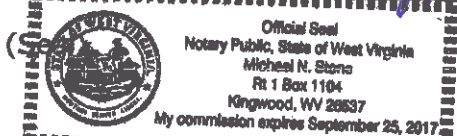
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

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

Printed Name: Daniel R. Williams  
 Signature: [Signature]  
 Title: President  
 Company Name: Dan's Marine Services, Inc  
 Date: 7/27/17

Taken, subscribed and sworn to before me this 27 day of July, 2017.

By Commission expires September 25, 2017



[Signature]  
(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.**

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 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 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: Danig Marine Service, Inc

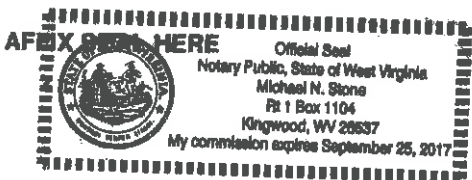
Authorized Signature: [Signature] Date: 7/27/17

State of West Virginia

County of Taylor, to-wit:

Taken, subscribed, and sworn to before me this 27 day of July, 2017.

My Commission expires September 25, 2017.



NOTARY PUBLIC [Signature]

# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** WV025169

**Classification:**

**GENERAL ENGINEERING  
DEMOLITION**

DANS MARINE SERVICE INC  
DBA DANS MARINE SERVICE INC  
78 DANDEE DRIVE  
GRAFTON, WV 26354

**Date Issued**

**Expiration Date**


FEBRUARY 07, 2017

FEBRUARY 07, 2018



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

  
Authorized Company Signature

  
Chair, 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.



Foley Carrier Services, LLC  
140 Huyshope Avenue  
Hartford, CT 06106

Phone: 1-800-253-5506  
Fax: 1-860-913-2456  
Email: CustomerService@FoleyServices.com

# CERTIFICATE OF DRUG AND ALCOHOL PROGRAM ENROLLMENT

**Dan's Marine Service  
Ned Stone  
78 Dandee Dr  
Grafton, WV 26354**

This is to certify that the following company:

## **Dan's Marine Service**

has enrolled in a **Drug and Alcohol Testing Program** with Foley Carrier Services that meets the requirements of the DOT Regulations as described in 49 CFR Parts 40 and 382.

**Program Start Date: 07/01/2008**

**Program Valid Through: 07/01/2018**

**Client Code: DANQ**

### **Assistance is Available During an Audit:**

For questions or program details, please contact a Compliance Specialist at 1-800-253-5506.  
Our office hours are Monday - Friday, 8:30 - 5:00 EST.

**THIS DOCUMENT EXPIRES: IT MUST BE UPDATED ANNUALLY**

**Communication Code: C-COE2**