



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 546838

Procurement Type: Central Purchase Order

Vendor ID: 

Legal Name: WISEMAN EXCAVATING INC

Alias/DBA:

Total Bid: \$554,800.00

Response Date: Response Time:

SO Doc Code: CRFQ

SO Dept: 0310



SO Doc ID: DNR1900000002

Published Date: 2/28/19

Close Date: 3/8/19

Close Time: 13:30

Status: Closed

Solicitation Description:  

Total of Header Attachments: 1

Total of All Attachments: 1

[Apply Default Values to Commodity Lines](#)[View Procurement Folder](#)



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 546838
Solicitation Description : Addendum 2 - Cacapon Lodge Wastewater Plant Project
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-03-08 13:30:00	SR 0310 ESR03071900000004042	1

VENDOR
000000206119 WISEMAN EXCAVATING INC

Solicitation Number: CRFQ 0310 DNR1900000002

Total Bid : \$554,800.00 **Response Date:** 2019-03-07 **Response Time:** 14:43:32

Comments:

FOR INFORMATION CONTACT THE BUYER
 Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Waste water and sewage treatment plant construction service				\$554,800.00

Comm Code	Manufacturer	Specification	Model #
72121505			

Extended Description :	Waste water and sewage treatment plant construction service
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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: 546838

Doc Description: Addendum 2 - Cacapon Lodge Wastewater Plant Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-02-28	2019-03-08 13:30:00	CRFQ 0310 DNR1900000002	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:

WISEMAN EXCAVATING, LLC
 515 WISEMAN FARMS ROAD
 LIBERTY, WV 25124
 304-586-3736

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 550678046

DATE 03/07/2019

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 information to the vendor community.

Request for Quotation
(Construction Solicitation for Cacapon Lodge)

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources (WVDNR) to establish a one-time construction contract to make modifications and upgrades to the existing Wastewater Treatment Plant at Cacapon Resort State Park, in Berkeley County, WV. per the specifications, terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES CACAPON RESORT STATE PARK 818 CACAPON LODGE DR BERKELEY SPRINGS WV 25411 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Waste water and sewage treatment plant construction service				\$554,800 ⁻

Comm Code	Manufacturer	Specification	Model #
72121505			

Extended Description :

Waste water and sewage treatment plant construction service



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: 546838

Doc Description: Addendum - Cacapon Lodge Wastewater Plant Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-02-14	2019-03-08 13:30:00	CRFQ 0310 DNR1900000002	2

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:

WISEMAN EXCAVATING, LLC
 515 WISEMAN FARMS ROAD
 LIBERTY, WV 25124
 304-586-3736

FOR INFORMATION CONTACT THE BUYER

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

Signature *Joseph Wren* FEIN # 550678046 DATE 03/08/2019

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation
(Construction Solicitation for Cacapon Lodge)

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources (WVDNR) to establish a one-time construction contract to make modifications and upgrades to the existing Wastewater Treatment Plant at Cacapon Resort State Park, in Berkeley County, WV. per the specifications, terms and conditions as attached hereto.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	SUPERINTENDENT DIVISION OF NATURAL RESOURCES CACAPON RESORT STATE PARK 818 CACAPON LODGE DR BERKELEY SPRINGS WV 25411 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Waste water and sewage treatment plant construction service				

Comm Code	Manufacturer	Specification	Model #
72121505			

Extended Description :

Waste water and sewage treatment plant construction service

State of WV
Agency Purchasing Division
REQ.P.O# 09-Construction
546838

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Wiseman Excavating Inc
of Liberty West Virginia, as Principal, and Ohio Farmers Insurance Company
of Westfield Center Ohio, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five percent of total 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
Parks-Cacapon Lodge Wastewater Plant Renovations
Waste water and sewage treatment plant construction service.

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 8th day of March, 2019.



Principal Seal

Wiseman Excavating Inc

(Name of Principal)

By

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

Vice President

(Title)

Ohio Farmers Insurance Company

(Name of Surety)



Surety Seal

Suzanne Nutter
Attorney-in-Fact Suzanne Nutter

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.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/02/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4753262 12

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint NEELY R. ARTHUR, JR., STACEY COLE, J. CRAIG LETT, CRAIG KRENZEL, SUZANNE NUTTER, JOINTLY OR SEVERALLY

of WINFIELD and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of FEBRUARY A.D., 2018 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 02nd day of FEBRUARY A.D., 2018 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 8th day of March A.D. 2019 .



Frank A. Carrino Secretary



WISEEXC-01

SNUTTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur Krenzel Lett Insurance Group 3327 Winfield Rd. Winfield, WV 25213	CONTACT NAME: Suzanne Nutter
	PHONE (A/C, No, Ext): (800) 381-0109 FAX (A/C, No): (304) 586-2568
	E-MAIL ADDRESS: info@aklinsurancegroup.com
	INSURER(S) AFFORDING COVERAGE
INSURED Wiseman Excavating, Inc. 515 Wiseman Farms Road Liberty, WV 25124	INSURER A : Westfield Insurance NAIC # 24112
	INSURER B : Brickstreet Mutual Insurance Company 12372
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	TRA5487045	9/24/2018	9/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	TRA5487045	9/24/2018	9/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	TRA5487045	9/24/2018	9/24/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCB1017690	4/10/2018	4/10/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Parks-Cacapon Lodge Wastewater Plant Renovations.
Certificate holder is listed as an additional insured on the GL per CG2010 and CG7087, and on the auto liability per CA7078. Waiver of subrogation on general liability per CG7143 and on the auto liability per CA0444. 30 day notice is afforded to the certificate holder per IL7035. WC policy includes WV Broad Form coverage.

CERTIFICATE HOLDER State of WV Purchasing Division PO Box 50130 2019 Washington Street East Charleston, WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: WISEMAN EXCAVATING, INC
 Contractor's License No.: WV- WV043641

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: WISEMAN EXCAVATING, INC

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
MACK INDUSTRIES - TANK SUPPLIER	

Attach additional pages if necessary

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.

Joseph L. Wiseman, VICE PRESIDENT
 (Name, Title)

JOSEPH L. WISEMAN, V.P.
 (Printed Name and Title)

515 WISEMAN FARMS ROAD LIBERTY, WV 25124
 (Address)

304-586-3736 304-586-3789
 (Phone Number) / (Fax Number)

jewiseman@gmail.com, wisemanfarm@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.

WISEMAN EXCAVATING, INC
(Company)

Joseph L. Wiseman, V.P.
(Authorized Signature) (Representative Name, Title)

JOSEPH L. WISEMAN, VICE PRESIDENT
(Printed Name and Title of Authorized Representative)

03/07/2019
(Date)

304-586-3736 304-586-3789
(Phone Number) (Fax Number)

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 |
| <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.

WISMAN EXCAVATING, LLC
Company

Joseph L. Wisman
Authorized Signature

03/07/2019
Date

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

REQUEST FOR QUOTATION
WVDNR Parks and Recreation Section
Cacapon Resort State Park, Berkeley Springs WV
Wastewater Treatment Plant Rehabilitation - WWTP

2220 Washington Street East, Suite #1
 Charleston, West Virginia 25311
 Phone 304-342-5176

- 13. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
- 14. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 14.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 14.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 14.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 14.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 14.5. Vendor shall inform all staff of Agency's security protocol and procedures.

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: JOSEPH L. WISEMAN, VP

Telephone Number: 304-586-3736, 304-553-3598

Fax Number: 304-586-3789

Email Address: jewisemanb@gmail.com

EXHIBIT A - PRICING PAGE
Cacapon Resort State Park
Wastewater Treatment Plant Upgrade - WWTP

Name of Vendor:

WISEMAN EXCAVATING, INC

Address of Vendor:

515 WISEMAN FARMS ROAD
LIBERTY, WV 25124

Phone Number of Vendor:

304-586-3736

WV Contractors License No.

WV- 043641

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 Section 01 1000 Summary and contained in the Construction Documents.

Total Base Bid:

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

Written in numbers.

\$ 554,800-

Total Base Bid:

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

Written in words.

FIVE HUNDRED FIFTY FOUR THOUSAND
EIGHT HUNDRED DOLLARS $\frac{00}{100}$

All Bidders should complete the following Unit Price Sheet.

EXHIBIT A - PRICING PAGE
Cacapon Resort State Park
Wastewater Treatment Plant Upgrade - WWTP

UNIT PRICES:

All unit prices shall include the complete installed price including all necessary work, labor, supplies, materials, equipment, excavation, backfill, etc. See Division 1 Section 012025 Measurement and Payment, Section 1.02 Payment for Unit Price Work and Section 1.03 Schedule of Item Limits for complete details on each bid item. All items not specifically enumerated in the Plans and Specifications shall be considered incidental to the project and included in the various pay items.

BID	DESCRIPTION	QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE
101	Mobilization and Demobilization for the Wastewater Treatment Plant	1	LS	51,500	51,500
102	Administration	1	LS	15,000	15,000
201	Sediment and Erosion Control	1	LS	4,500	4,500
202	Temporary Removal of Existing Security Fence	160	LF	10	1,600
203	Sludge Bed Removal and Disposal	1	LS	4,000	4,000
204	Cut	1050	CY	11	11,550
205	Remove and Dispose of 3" Waste Sludge Force Main	208	LF	27	5,616
206	Remove and Dispose of 4" Underdrain	54	LF	25	1,350
207	Remove and Dispose of 6" Effluent Line	50	LF	25	1,250
208	Remove Existing Cleanout	1	EA	200	200
301	Surge Tank	1	LS	270,000	270,000
302	8" PVC SDR 26	135	LF	100	13,500
303	8" Gate Valves	4	EA	3,300	13,200
304	Connect 8" PVC SDR 26 to Existing Manhole	1	EA	3,750	3,750
305	Connect 8" PVC SDR 26 to Existing Plants	2	EA	3,750	7,500
306	Plug Existing Sewer Connection to Existing Plants Water Tight	2	EA	1,600	3,200
307	4" PVC SDR 35 (Solid Wall)	48	LF	38	1,824
308	4" PVC SDR 35 (Perforated Pipe)	135	LF	30	4,050
309	Electrical Connection to Existing Breaker Panel	1	EA	17,750	17,750
310	3 Each 2" PVC Schedule 40 Conduits	150	LF	60	9,000
311	Remove and Dispose of Existing Manhole	2	EA	1,000	2,000
312	Remove and Dispose of Existing 8" Sewer Line	45	LF	30	1,350
313	Remove and Dispose of Existing 6" Sewer Line	41	LF	30	1,230
314	Remove and Dispose of Existing Flow Splitter Box	1	EA	1,500	1,500
315	Plug Existing Manhole and Re-configure Manhole Channelization	1	EA	2,700	2,700
316	Fill	450	CY	15.00	6,750
317	Excess Fill Disposal on Site	600	CY	11.00	6,600
318	Reinstall Security Fence	160	LF	60	9,600
319	Bar Screen Structure	1	LS	4,500	4,500
401	Replace Existing Diffusers with Stainless Steel Diffusers on Plant No. 1	6	EA	3,400	20,400
402	Install 1 1/2" Manifold and 6 Spray Nozzles on Plant No. 1	1	LS	8,000	8,000
403	Install Anodes on Plant No. 1	8	EA	1,000	8,000
404	Remove and Replace Existing Cross Members on Plant No. 1	2	EA	2,700	5,400
405	Examine Existing Plant No. 1 and Provide Report	1	LS	3,750	3,750
406	Remove and Replace Decking Planks on Plant No. 1	39	EA	150	5,850
407	Replace Existing Anodes on Plant No.2	8	EA	750	6,000
408	Remove and Replace Planks on Plant No. 2	23	EA	225	5,175
409	Install Emergency Generator Quick Connection	1	LS	15,655	15,655
TOTAL BASE BID =					554,800

EXHIBIT A - PRICING PAGE
Cacapon Resort State Park
Wastewater Treatment Plant Upgrade - WWTP

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 above are best estimates of actual quantities needed. **The Contract award shall be based on the lowest Base Bid.**



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

**STATE OF WEST VIRGINIA,
COUNTY OF PUTNAM, TO-WIT:**

I, JOSEPH L. WISEMAN, after being first duly sworn, depose and state as follows:

1. I am an employee of WISEMAN EXCAVATING, INC; and,
(Company Name)
2. I do hereby attest that WISEMAN EXCAVATING, 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: JOSEPH L. WISEMAN

Signature: *Joseph L. Wiseman*

Title: VICE PRESIDENT

Company Name: WISEMAN EXCAVATING, INC

Date: 03/07/2019

Taken, subscribed and sworn to before me this 7th day of March, 2019.

By Commission expires July 23, 2023

(Seal)

Jane Lee Fix
(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: WISEMAN EXCAVATING, INC

Authorized Signature: [Signature]

Date: 03/07/2019

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 7th day of March, 2019.

My Commission expires July 23, 2023.



NOTARY PUBLIC [Signature]