



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: 479040

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0603

Vendor ID: VS0000016949

SO Doc ID: ADJ1900000001

Legal Name: SHAWROSE INC.

Published Date: 8/29/18

Alias/DBA:

Close Date: 8/31/18

Total Bid: \$36,000.00

Close Time: 13:30

Response Date: 08/29/2018

Status: Closed

Response Time: 16:56

Solicitation Description: Addendum; Caddell Mountain Phase 3- Tower Construction

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 479040

Solicitation Description : Addendum; Caddell Mountain Phase 3- Tower Construction

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-08-31 13:30:00	SR 0603 ESR08241800000000891	1

VENDOR

VS0000016949
 SHAWROSE INC.

Solicitation Number: CRFQ 0603 ADJ1900000001

Total Bid : \$36,000.00 **Response Date:** 2018-08-29 **Response Time:** 16:56:47

Comments:

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@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	Caddell Mountain Communications Tower Construction				\$36,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description : WV Army National Guard is soliciting bids from qualified vendors to provide all labor, materials, expendable supplies and equipment necessary to provide for the construction and installation of a 100 foot agency owned communications tower, at the Caddell Mountain Communications Site near Camp Dawson located in Terra Alta, WV , per the attached documentation.

REQUEST FOR QUOTATION
Caddell Mountain Communications Tower Construction

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Army National Guard, J6 Office (the "Agency") to establish a contract for the following:

Description of Project:

This is a one-time purchase to provide for the construction of a 100 foot Self-Supporting Communications Tower, as identified in the attached documentation, at the Caddell Mountain tower site in Preston County, located at 1234 Caddell Fire Tower Road, Terra Alta, WV 26764. Contractor shall coordinate work through the Agency Project Manager.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.
 - 2.1 **"Construction Services"** means providing for the construction of a 100 foot communications tower on Caddell Mountain, near Camp Dawson at Kingwood, WV, as more fully described in the Project Plans.
 - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - 2.4 **"Project Plans"** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

REQUEST FOR QUOTATION
Caddell Mountain Communications Tower Construction

4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five (5) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 4.2. **Tower Construction Specification:** ALL plans and specifications shall be understood to include an "or equal" clause for any product listed in the documents.
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **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. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

REQUEST FOR QUOTATION
Caddell Mountain Communications Tower Construction

9. PROJECT PLANS: The checked box will apply to Project Plans for this solicitation.

- No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibits B-E or any subsequent addenda modifying Exhibits B-E.

10. CONDITIONS OF THE WORK

10.1. Permits: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

10.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

10.3. Standard Work Hours: The standard hours of work for this Contract will be during the normal business hours of the site (7:30am – 4:00pm), Monday through Friday, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

10.4. Project Closeout: Project Closeout shall include the following:

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.4.1.1. Contractor is responsible for removing all construction debris daily.

10.4.1.2. Contractor is responsible for removing and disposing of any demolished material; off site and at the contractor's expense.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

REQUEST FOR QUOTATION
Caddell Mountain Communications Tower Construction

10.5. Payment:

10.5.1 Agency shall pay flat fee as shown on the Bid Form, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

10.5.2 Invoices shall be submitted for payment (in arrears) and must include the following information:

10.5.2.1 Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract number.

10.5.2.2 Invoices shall be mailed to the following address:

WV Army National Guard
State Finance Office
1703 Coonskin Drive
Attn: June Ingram
Charleston, WV 25311

11. 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:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. 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

REQUEST FOR QUOTATION
Caddell Mountain Communications Tower Construction

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: Rusty Smith

Telephone Number: (412) 788-2634

Fax Number: (412) 788-2635

Email Address: rustysmith@shawrose.com

Exhibit A
Price Sheet

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE FOR
INSTALLATION OF AN AGENCY OWNED, 100 FOOT SELF-SUPPORTING COMMUNICATIONS TOWER:

CADDELL MOUNTAIN SITE
1234 CADDELL FIRE TOWER ROAD, TERRA ALTA, WV 26764

The undersigned, hereafter called the Vendor, being familiar with and understanding the bidding documents;
and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor,
material, equipment, supplies, and transportation to perform the work as described in the bidding documents

VENDOR COMPANY NAME: Shawrose, Inc.

VENDOR ADDRESS: 550 Cliff Mine Road
Coraopolis, PA 15108

TELEPHONE: (412) 788-2634

FAX NUMBER: (412) 788-2635

E-MAIL ADDRESS: _____

CONTRACT TOTAL BID AMOUNT: COST: INSTALLATION OF AN AGENCY OWNED, 100
FOOT SELF-SUPPORTING COMMUNICATIONS TOWER at the **CADDELL MOUNTAIN SITE.**

Thirty Six Thousand Dollars and no cents
(\$ 36,000.00)
(Contract bid to be written in words and numbers.)

Failure to use this bid form may result in bid disqualification.

SIGNATURE: Judith J. Racioppo DATE: 08-29-18

NAME: Judith J. Racioppo
(Please Print)

TITLE: Corporate Secretary/Controller

REQUEST FOR QUOTATION
Caddell Mountain Communications Tower Construction

EXHIBIT B – PROJECT PLANS

13. GENERAL REQUIREMENTS:

13.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

13.1.1 All work to be performed according to specifications provided in the following attachments.

13.1.1.1 Exhibit A -Pricing Page

13.1.1.2 Exhibit C -Tower Construction Specifications

13.1.1.2 Exhibit D –Geotechnical Report & Core Samples

13.1.1.2 Exhibit E –Caddell Mountain Site Phase 3 SOW Tower Construction

14. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.

15. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

16. PROJECT SPECIFIC CONDITIONS OF THE WORK

16.1 Limits of Work

16.1.1 Work areas will be limited to those spaces required for access to the jobsites.

16.1.2 Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager. Vendor shall take full responsibility for the storage of any supplies or equipment on the jobsite, whether inside or outside. Agency cannot guarantee availability of its employees during off-hours (evenings, holidays, weekends, etc) to provide access to any supplies and equipment stored inside.

16.1.3 Agency facilities shall remain in use during this contract. Contractor shall work

REQUEST FOR QUOTATION
Caddell Mountain Communications Tower Construction

with the Agency Project Manager to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Trades Specialist to avoid overloading existing circuits.

16.2 Contractor Visitor Badges

Contractor shall provide a list of all personnel working on this project within the facility. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the facility. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the WV Army National Guard and approval given.

16.3 Work Restrictions

Access to the buildings shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

These are non-smoking buildings. Smoking is not permitted within the buildings or near entrances, operable windows or outdoor air intakes.

Vendor MAY NOT block access to any fire hydrant located at jobsite.

Vendor MAY NOT block access to parking lot entrances and exits without prior approval of the Agency.

16.4 Parking

Some parking is available on the project sites. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

REQUEST FOR QUOTATION
Caddell Mountain Communications Tower Construction

16.5 Codes

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA,UL, ANSI, ASME and related standards.

16.6 Safety

All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by WV Army National Guard Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

16.7 Hot Work Permit

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

16.8 Workmanship

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

EXHIBIT E

Scope of Work

Caddell Mountain Site (West Virginia Army National Guard)

100 Foot Communication Tower Installation

Preston County, WV

1. **PURPOSE AND SCOPE:** The West Virginia Army National Guard is pursuing a contract for a one time purchase of Labor, Materials, Tools and Equipment to construct and install an owner provided 100 foot Self-Supporting Communication Tower. WVARNG has a communication site on Caddell Mountain in Preston County, WV. This site will be updated by adding a 100 foot Self-Supporting Tower that has already been obtained by and is in the possession of the WVARNG. The tower must be erected in the vicinity of the current 10x20 Fibrebond building. The exact installation location will be identified during the Pre-Bid meeting site inspection as identified in the Instructions to Bidders.
2. **SERVICE LOCATION:** Service will be performed at location below:

1234 Caddell Fire Tower Road,

Terra Alta, WV 26764

LAT/LONG (39°26'40.2"N / 79°36'25.0"W)
3. **QUALIFICATIONS:** All Federal and State requirements must be met in order to conduct the needed construction of this Scope of Work (SOW). Awarded contractor must possess a valid West Virginia General Contracting license.

4. MANDATORY REQUIREMENTS:

4.1. Mandatory Contract Services Requirements and Deliverables: Contract services must meet or exceed the mandatory requirements listed below: Mandatory Engineering specifications and drawings are attached to this solicitation as *"Exhibit C."*

4.1.1. Labor, Materials, Tools and Equipment to install the 100 foot Self-Supporting Communication Tower are as follows:

4.1.2. Site Work

4.1.2.1. Fence: The site has an 8 foot perimeter fence with razor wire around the perimeter that will have to be removed in order to install the 100 foot Self-Supporting Communication Tower. The fence will need to be re-installed after the completion of Phase 3 construction services. Fence must be restored to its original condition.

4.1.2.2. Tower Base: The tower base must be of sufficient construction to set a 100 Foot Self-Supporting Communication Tower. See *"Exhibit C"* for specifications on tower base installation requirements. See *"Exhibit D"* for results of the Geotechnical Exploration of the Tower Base site, to include core samples. These documents will be the basis for contractors to bid the installation of the Tower Base portion of this contract.

4.1.2.3. Offloading Requirement: Vendor will be responsible for offloading the 100 Foot Self-Supporting Communication Tower from a lowboy type trailer. The tower is currently in the possession of the WVARNG. The tower will be transported to the site

by the WVARNG. Vendor must provide/rent a crane of sufficient size and ability to off load the tower from the lowboy trailer.

4.1.2.4. Tower Install: Tower must be installed on vendor provided/constructed Tower Base to specifications as outlined in *"Exhibit C & D."* The tower in the possession of the WVARNG is complete and has all original parts, however, if during the course of construction the tower is found to be missing any parts or components, the Owner, the WVARNG, will be responsible to provide those parts to assist the contractor in the completion of the installation.

4.1.3. Time requirements & Liquidated Damages: The completion date of this contract will be sixty (60) calendar days from the issuance of the Notice to Proceed to the successful bidder. **Liquidated Damages:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.



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: 479040

Doc Description: Addendum; Caddell Mountain Phase 3- Tower Construction

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2018-08-29	2018-08-31 13:30:00	CRFQ 0603 ADJ1900000001	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:

Shawrose, Inc.
 550 Cliff Mine Road
 Coraopolis, PA 15108
 (412) 788-2634

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature *Judith Rucippu* FEIN # *25-1019513* DATE *08-29-18*

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 Tower Construction)

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Army National Guard, J6 Office (the "Agency") to establish a contract for the following:

Description of Project:
This is a one-time purchase to provide for the construction of a 100 foot Self-Supporting Communications Tower, as identified in the attached documentation, at the Caddell Mountain tower site in Preston County, located at 1234 Caddell Fire Tower Road, Terra Alta, WV 26764. Contractor shall coordinate work through the Agency Project Manager.

INVOICE TO		SHIP TO	
STATE FINANCE ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		FACILITY MAINTENANCE MANAGER CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV25311-1085	KINGWOOD	WV 26537-1077
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Caddell Mountain Communications Tower Construction	1	Lump Sum	\$36,000.00	\$36,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :
WV Army National Guard is soliciting bids from qualified vendors to provide all labor, materials, expendable supplies and equipment necessary to provide for the construction and installation of a 100 foot agency owned communications tower, at the Caddell Mountain Communications Site near Camp Dawson located in Terra Alta,WV , per the attached documentation.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid	2018-08-22
2	Technical Questions Due	2018-08-24

ADJ1900000001	Document Phase Final	Document Description Addendum; Caddell Mountain Phase 3- Tower Construction	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Shawrose, Inc.
of Coraopolis PA, as Principal, and Old Republic Surety Company
of Pittsburgh PA, a corporation organized and existing under the laws of the State of _____
WI with its principal office in the City of Pittsburgh, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligea, in the penal sum of 5% of bid (\$ 1800.00) 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
Caddell Montian Phase Communication Tower Installation

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 Obligea 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 31st day of August, 2018.

Principal Seal

Shawrose, Inc.

(Name of Principal)

By Judith J. Racioppo

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

Judith J. Racioppo

Corporate Secretary

(Title)

Surety Seal

Old Republic Surety Company

(Name of Surety)

Keith A. Miller

Keith A. Miller 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.

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KEITH A. MILLER, JAMES M. KLINGENSMITH, MARK A. ZEIDENSTEIN, OF CANFIELD, OH

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
TWENTY MILLION DOLLARS (\$20,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 13TH day of SEPTEMBER, 2017.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary



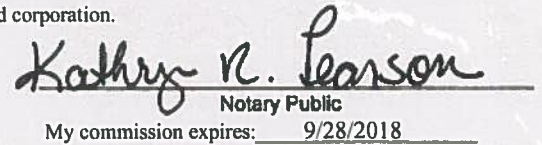

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 13TH day of SEPTEMBER, 2017, personally came before me, Alan Pavlic and Jane E Cherney

, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2018

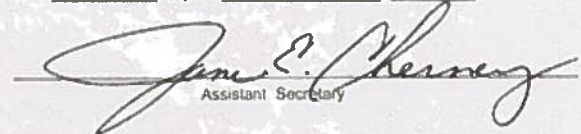
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

27-1080

Signed and sealed at the City of Brookfield, WI this 31st day of August, 2018.




Assistant Secretary

L. CALVIN JONES & CO.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

OLD REPUBLIC SURETY COMPANY
OF BROOKFIELD, WISCONSIN

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2017

ADMITTED ASSETS

Bonds	\$81,908,661
Common stocks	39,579,051
Cash, cash equivalents and short-term investments	1,514,772
Premiums and agents' balances in course of collection (not over 90 days)	3,159,084
Amounts recoverable from reinsurers	8,276
Investment income due and accrued	774,694
Receivables from parent, subsidiaries and affiliates	180,718
TOTAL ADMITTED ASSETS	<u>\$127,125,256</u>

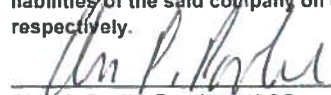
LIABILITIES AND SURPLUS

Losses	\$11,731,131
Loss adjustment expenses	7,525,972
Commissions payable, contingent commissions and other similar charges	1,564,449
Other expenses (excluding taxes, licenses and fees)	2,647,069
Taxes, licenses and fees (excluding federal income taxes)	400,342
Current federal and foreign income taxes	1,566,071
Net deferred tax liability	190,812
Unearned premiums	29,375,473
Advance premiums	349,537
Ceded reinsurance premiums payable (net of ceding commissions)	900,909
Amounts withheld or retained by company for account of others	6,228
Drafts outstanding	297,502
Payable to parent, subsidiaries and affiliates	37,749
Other liabilities	53,933
TOTAL LIABILITIES	<u>\$56,647,178</u>
Common capital stock	2,900,000
Gross paid in and contributed surplus	16,534,036
Unassigned funds (surplus)	51,044,042
SURPLUS AS REGARDS POLICYHOLDERS	<u>\$70,478,078</u>
TOTAL LIABILITIES AND SURPLUS	<u>\$127,125,256</u>

Securities carried at \$3,321,584 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

Alan P. Pavlic, President/Chief Operating Officer, and Rick A. Johnson, Sr. Vice President/Treasurer/Asst. Secretary of Old Republic Surety Company of Brookfield, Wisconsin being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2017, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2017, according to the best of their information, knowledge and belief, respectively.

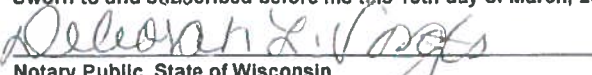


Alan P. Pavlic, President/COO



Rick A. Johnson, Sr. VP/Treasurer/Asst. Secretary

Sworn to and subscribed before me this 15th day of March, 2018.



Notary Public, State of Wisconsin
My Commission expires: July 5, 2019

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: Shawrose Inc.
Contractor's License No.: WV- 033602

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.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. 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.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to 2 CFR 200.317, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Shawrose, 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.

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.

Shawrose, Inc.

(Name, Title)

Judith J. Racioppo, Controller

(Printed Name and Title)

550 Cliff Mine Road, Coraopolis PA 15108

(Address)

(412) 788-2634 / (412) 788-2635

(Phone Number) / (Fax Number)

jracioppo@shawrose.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.

Shawrose, Inc.

(Company)

Judith J. Racioppo

(Authorized Signature) (Representative Name, Title)

Judith J. Racioppo, Corp. Sec.

(Printed Name and Title of Authorized Representative)

08-29-18

(Date)

(412) 788-2634 / (412) 788-2635

(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 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.

Shawrose, Inc.

Company

Quatting Racioppu

Authorized Signature

08-29-18

Date

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