



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

Procurement Folder: 1021555

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0432

Vendor ID: VS0000040260

SO Doc ID: DCH2200000010

Legal Name: Buckeye Construction & Restoration, LTD.

Published Date: 5/6/22

Alias/DBA:

Close Date: 5/11/22

Total Bid: \$68,798.32

Close Time: 13:30

Response Date: 05/11/2022

Status: Closed

Response Time: 9:36

Solicitation Description: Addendum No.4: Concrete Repairs to the Plaza Deck Walls

Responded By User ID: bcrmco

Total of Header Attachments: 1

First Name: Lane

Total of All Attachments: 1

Last Name: Bunnell

Email: lbunnell@bcrmco.com

Phone: 7407495733



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1021555
Solicitation Description: Addendum No.4: Concrete Repairs to the Plaza Deck Walls
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-05-11 13:30	SR 0432 ESR05112200000007047	1

VENDOR
 VS0000040260
 Buckeye Construction & Restoration, LTD.

Solicitation Number: CRFQ 0432 DCH2200000010
Total Bid: 68798.32000000000698491930961 **Response Date:** 2022-05-11 **Response Time:** 09:36:00
Comments:

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X **FEIN#** **DATE**

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	CulCent: Concrete Repairs to the Plaza Deck walls.				68798.32

Comm Code	Manufacturer	Specification	Model #
72152700			

Commodity Line Comments: The contact amount above only includes the 84.3506 SF of Exposed Rebar Repair & 248.0786 of Spalled Concrete Repair. This amount does not include allowances or alternates. The amount of allowances and alternates are listed below:
 Allowance Item #1: \$ 9,834.00
 Allowance Item #2: \$ 5,632.00
 Alternate #1: \$ 14,651.80
 Alternate #2: \$ 19,876.77
 Alternate #3: \$ 22,933.49
 Alternate #4: \$ 65,777.90

Extended Description:

Exterior Wall Repairs - Vendors must include Exhibit A Pricing page with their bids. (Enter a lump sum CONTRACT AMOUNT here from base bid off of pricing page)

*****A vendor submitting a bid bond electronically must include a copy of the bid bond with their submission and will be required to provide the original bond within two (2) business days of original bid opening date.*****

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DCH22*10

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 checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" 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.

Buckeye Construction & Restoration, LTD.

Company



Authorized Signature

5/11/2022

Date

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

Revised 6/8/2012

REQUEST FOR QUOTATION
The Culture Center
Concrete and Rebar Repairs to the Plaza Deck Walls

EXHIBIT A – Pricing Page (Page 1 of 3)

1. Repair of 84,350.6 Square Feet of Exposed Rebar Repair per Project Manual and Drawings.

a. UNIT COST: \$ 298.00 Per Square Foot

b. EXTENDED COST: \$ 25,136.48 Total Square Footage of Project.

2. Repair of 248,078.6 Square Feet of Spalled Concrete/Void Surface per Project Manual and Drawings

a. UNIT COST: \$ 176.00 Per Square Foot

b. EXTENDED COST: \$ 43,661.84 Total Square Footage of Project.

To arrive at the BASE BID: Add EXTENDED COST totals for Items 1. and 2. and enter below:

3. BASE BID \$ 68,798.32

4. ALLOWANCES:

Additional Concrete Surface Repairs: Not to exceed 65 Square Feet using UNIT COST ('s) Indicated above above.

a. ITEM 1: Exposed Rebar Repair. Not to exceed 33 Square Feet using Item 1, a. Unit Cost.

i. ITEM 1 ALLOWANCES:

EXTENDED COST: \$ 9,834.00

b. ITEM 2: Spalled Concrete/Void Surface Repairs. Not to exceed 32 Square Feet using Item 2, a. Unit Cost.

i. ITEM 2 ALLOWANCES :

EXTENDED COST: \$ 5,632.00

NOTE: Unused Allowances will be Credited back to the Agency by the Vendor submitting a Change Order to Credit the unused Allowance amount at Project Close Out.

REQUEST FOR QUOTATION
The Culture Center
Concrete and Rebar Repairs to the Plaza Deck Walls

EXHIBIT A – Pricing Page (Page 2 of 3)

5. ALTERNATES:

a. ALTERNATE Number 01: Cementitious Slurry Coat: EAST Elevation.

i. Apply 834,385 Square Feet of a Cementitious Slurry Coat per Specifications to the EAST Elevation of Plaza Deck Wall.

1. COST Per Square Foot: \$ 17.56
2. EXTENDED COST: \$ 14,651.80 Total Square Footage of EAST Elevation.

b. ALTERNATE Number 02: Cementitious Slurry Coat: NORTH Elevation.

i. Apply 1,158,320 Square Feet of a Cementitious Slurry Coat per Specifications and Drawings to the NORTH Elevation of Plaza Deck Wall.

1. COST Per Square Foot: \$ 17.16
2. EXTENDED COST: \$ 19,876.77 Total Square Footage of NORTH Elevation.

c. ALTERNATE Number 03: Cementitious Slurry Coat: SOUTH Elevation

i. Apply 1,402,660 Square Feet of a Cementitious Slurry Coat per Specifications and Drawings to the SOUTH Elevation of Plaza Deck Wall.

1. COST Per Square Foot: \$ 16.35
2. EXTENDED COST: \$ 22,933.49 Total Square Footage of SOUTH Elevation.

d. ALTERNATE Number 04: Cementitious Slurry Coat: WEST Elevation.

REQUEST FOR QUOTATION
The Culture Center
Concrete and Rebar Repairs to the Plaza Deck Walls

EXHIBIT A – Pricing Page (Page 3 of 3)

- i. Apply 4,093,211 Square Feet of a Cementitious Slurry Coat per Specifications and Drawings to the WEST Elevation of Plaza Deck Wall.

1. COST Per Square Foot: \$ 16.07
2. EXTENDED COST: \$ 65,777.90 Total Square Footage of WEST Elevation.

ALTERNATES ACCEPTED BY AGENCY:

ALTERNATE #1: AGENCY ACCEPTS AGENCY REJECTS
ALTERNATE #2: AGENCY ACCEPTS AGENCY REJECTS
ALTERNATE #3: AGENCY ACCEPTS AGENCY REJECTS
ALTERNATE #4: AGENCY ACCEPTS AGENCY REJECTS

By signing the Pricing Page I hereby certify that I have read and understood all Project documents and all Terms and Conditions for this Solicitation.

FOR THE VENDOR:

X 

Authorized Signatory

VP of Preconstruction

Title

5/11/2022

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Buckeye Construction & Restoration, LTD
of 405 Watertown Road, Waterford, OH 45786, as Principal, and Travelers Casualty and Surety Company
of America of 1 Tower Square, 5PB, Hartford, CT 06183 a corporation organized and existing under the laws of the State of Connecticut
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Total Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

DCH22000010: CulCent Concrete Repairs to the Plaza Deck Walls

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 11th day of May, 20 22.

Principal Seal

Buckeye Construction & Restoration, LTD
(Name of Principal)

By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

VP of Preconstruction
(Title)

Travelers Casualty and Surety Company of America
(Name of Surety)

[Signature]
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.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Richard L. Higginbotham, Robin Hubbard-Sherrod, Jeffery O'Dell, and Bunnle Perrine of Charleston, West Virginia, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of May, 2022



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



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

I, Dakota Brown, after being first duly sworn, depose and state as follows:

1. I am an employee of Buckeye Construction & Restoration, LTD.; and,
(Company Name)
2. I do hereby attest that Buckeye Construction & Restoration, LTD.
(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: Dakota Brown
 Signature: *Dakota R. Brown*
 Title: VP of Preconstruction
 Company Name: Buckeye Construction & Restoration, LTD.
 Date: 5/11/2022

Ohio (TS)
 STATE OF WEST VIRGINIA,
 COUNTY OF Jackson, TO-WIT: Dakota R. Brown
 Taken, subscribed and sworn to before me this 11th day of May, 2022.
 By Commission expires 3/27/2024

(Seal)



THOMAS SCAGGS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 3/27/2024

Thomas Scaggs
 (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: Buckeye Construction & Restoration, LTD.

Authorized Signature: *Dakota E. Brown* Date: 5/11/2022

State of Ohio

County of Jackson, to-wit: Dakota E. Brown

Taken, subscribed, and sworn to before me this 11th day of May, 2022.

My Commission expires 3/22, 2024.

AFFIX SEAL HERE



THOMAS SCAGGS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 3/27/2024

NOTARY PUBLIC *Thomas Scaggs*

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV058114

Classification:
GENERAL BUILDING

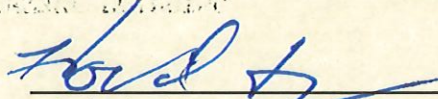
BUCKEYE CONSTRUCTION & RESTORATION
DBA BUCKEYE CONSTRUCTION & RESTORATION
405 WATERTOWN ROAD
WATERFORD, OH 45786

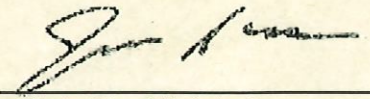
Date Issued

Expiration Date

JANUARY 14, 2022

JANUARY 14, 2023


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.