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Header @ 1

List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 882212

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: WALLER CORP

Alias/DBA:

Total Bid: \$3,485,385.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2100000042

Published Date: 6/30/21

Close Date: 7/13/21

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Marshall County Readiness Center Renovations-BASE BID				2995400.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

Contract Item #1- Lump Sum Price for Base Bid Renovations to Marshall County Readiness Center, per the attached documentation.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Add-Alternate No.1- Partitions and Metal Lockers				102300.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

Add-Alternate Bid No.1- Lump Sum Price- to construct interior security partitions and to provide metal lockers, per the attached documentation.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Add-Alternate No. 2- To provide new floor finish where shown				162700.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

Add-Alternate Bid No.2- Lump Sum Price , per the attached documentation.to provide new floor finish where shown and as specified.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Add-Alternate No.3- To provide interior painting				69700.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

Add-Alternate No. 3- To provide interior painting where shown and as specified.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Add-Alternate No. 4- To provide site lighting				54200.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

Add-Alternate No. 4- To provide site lighting where shown and as specified.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Add-Alternate No. 5- To provide pavement replacement				101085.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

Add-Alternate No. 5- To provide pavement replacement where shown and as specified.

BID FORM

DATED: July 13, 2021
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address) Waller Corporation
2051 W. Chestnut Street
Washington, PA 15301

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 012558

SUBMITTED TO: State of West Virginia

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:

**Renovations To The Marshall County Readiness Center
For The
West Virginia Army National Guard
Moundsville, West Virginia**

all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159.

BASE BID:

For the sum of: Two million nine hundred ninety five
thousand four hundred (\$ 2,995,400).

ALTERNATES:

The stated Base Bid is subject to the following additions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.) Reference Section 012300 "Alternates".

Alternate Bid No. 1 – To construct interior security partitions and to provide metal lockers as shown and as specified.

If Alternate No. 1 is accepted, ADD to Base Bid as follows:

ADD the sum of: One hundred two thousand
three hundred (\$ 102,300).

Alternate Bid No. 2 – To provide new floor finish where shown and as specified.

If Alternate No. 2 is accepted, ADD to Base Bid as follows:

ADD the sum of: One hundred sixty-two thousand
seven hundred (\$ 162,700).

Alternate Bid No. 3 – To provide interior painting where shown and as specified.

If Alternate No. 3 is accepted, ADD to Base Bid as follows:

ADD the sum of: Sixty-nine thousand
seven hundred (\$ 69,700).

Alternate Bid No. 4 – To provide site lighting where shown and as specified.

If Alternate No. 4 is accepted, ADD to Base Bid as follows:

ADD the sum of: Fifty-four thousand
two hundred (\$ 54,200).

Alternate Bid No. 5 – To provide pavement replacement where shown and as specified.

If Alternate No. 5 is accepted, ADD to Base Bid as follows:

ADD the sum of: One hundred one thousand
eighty-five (\$ 101,085).

If awarded contract on Base Bid and any Alternates, I (we) agree to perform the work including base bid and all alternates to substantial completion (or-beneficial occupancy) within **Three Hundred Sixty (360) days of the date of the Owner's Notice To Proceed.**

The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

#1 dated 05.26.2021 #3 dated 06.16.2021 #5 DATED 06-25-2021
#2 dated 06.09.2021 #4 DATED 06-24-2021 #6 DATED 06-30-2021

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

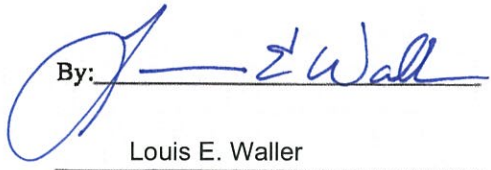
The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid).

We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

SIGNATURE OF BIDDER:

Firm: Waller Corporation

By:  Louis E. Waller

Print or Type Name of person authorized to sign contract on behalf of Bidder:

Address: 2051 W. Chestnut Street

Title: President

Address: Washington, PA 15301

Phone: 724.223.9680

Address: _____

Fax: 724.223.9704

END OF BID FORM

**RENOVATIONS TO THE
MARSHALL COUNTY READINESS CENTER
BID FORM SECTION II - BID ITEMS AND UNIT COSTS**

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum.

Bid items with the same number must include the same unit price.

LS = Lump Sum, TN = Ton, SY = Square Yard, EA = Each, LF = Linear Foot

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Primary Facility Base Bid					
1	Readiness Center Renovations	1	LS	645,165	645,165
2	Joint Sealant Replacement	500	LF	7.50	3,750
3	Brick Joint Repointing	700	LF	17.75	12,425
4	Brick Replacement	1,000	Each	52.80	52,800
5	Mold Remediation	1	LS	25,000	25,000
6	Fire Suppression	1	LS	82,900	82,900
7	Plumbing	1	LS	183,800	183,800
8	Mechanical	1	LS	701,500	701,500
9	Electrical	1	LS	716,700	716,700
PRIMARY FACILITY BASE BID SUB-TOTAL					2,424,040
Project Administration/Quality Control Base Bid					
10	Mobilization/Demobilization	1	LS	5,000	5,000
11	General Administration	1	LS	275,880	275,880
12	Project Quality Control	1	LS	25,000	25,000
PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL					305,880
Civil/Site Base Bid					
Site Preparation					
13	Site Preparation/Site Demolition	1	LS	75,000	75,000
14	Sediment and Erosion Control	1	LS	20,000	20,000
15	Waste Disposal	5	TN	3,500	3,500
Earthwork					
16	Unclassified Excavation	1	LS	32,500	32,500
Paving					
17	Hard Stand Pavement	2100	SY	42.95	90,200
Miscellaneous					
18	Security Fencing	170	LF	175.30	29,800
19	Bollards 6"	2	EA	1,750	3,500

Power and Communications					
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	Extended Price (\$)
20	Duct Bank	120	LF	67.00	8,040
21	Communications Conduit	240	LF	12.25	2,940
CIVIL/SITE BASE BID SUB-TOTAL					265,480
BASE BID TOTAL*					2,995,400
*Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID.					
Alternate Bid Items					
Add-Alternate No. 1 - Interior Security Partitions and Metal Lockers					
22	Alternate No. 1	1	LS	102,300	102,300
Add-Alternate No. 2 - New Floor Finishes					
23	Alternate No. 2	1	LS	162,700	162,700
Add-Alternate No. 3 - Interior Painting					
24	Alternate No. 3	1	LS	69,700	69,700
Add-Alternate No. 4 - Site Lighting					
25	Alternate No. 4	1	LS	54,200	54,200
Add-Alternate No. 5 - Pavement Replacement - Heavy Duty Paving and Striping					
26	Heavy Duty Asphalt Pavement	5,750	SY	15.70	90,200
27	Striping	1	LS	2,185	2,185
	ELECTRICAL	1	LS	8,700	8,700

END OF SECTION II

**RENOVATIONS TO THE
MARSHALL COUNTY READINESS CENTER
WEST VIRGINIA ARMY NATIONAL GUARD**

BID FORM SECTION III – DESCRIPTION OF BID ITEMS

Bid Item 1:	Readiness Center Renovations
Unit:	Lump Sum
Description:	This work shall consist of the performance of all construction shown on the Drawings and as specified to complete the Readiness Center Renovations excluding those portions of construction included in Bid Item Nos. 2 through 22.
Measurement:	Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).
Payment:	Payment for this item will be in accordance with the specifications.
Bid Item 2:	Joint Sealant Replacement
Unit:	Linear Foot
Description:	This work shall consist of replacement of joint sealants where shown on the Drawings and as specified to complete the Readiness Center Renovations.
Measurement:	Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).
Payment:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.
Bid Item 3:	Brick Joint Repointing
Unit:	Linear Foot
Description:	This work shall consist of Brick Joint Repointing where shown on the Drawings and as specified to complete the Readiness Center Renovations.
Measurement:	Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).
Payment:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.
Bid Item 4:	Brick Replacement
Unit:	Lump Sum
Description:	This work shall consist of Brick Replacement where shown on the Drawings and as specified to complete the Readiness Center Renovations.
Measurement:	Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).
Payment:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.

Bid Item 5:	Mold Remediation
Unit:	Lump Sum
Description:	This work shall consist of the performance of all work of Division 01 Specification Sections and Section 028500 "Mold Remediation".
Measurement:	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.
Payment:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.
Bid Item 6:	Fire Suppression
Unit:	Lump Sum (LS)
Description:	This work shall consist of all fire suppression work shown on the Drawings and as specified in Division 01 and 21 Specifications Sections. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.
Payment:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.
Bid Item 7:	Plumbing
Unit:	Lump Sum (LS)
Description:	This work shall consist of all plumbing work shown on the Drawings and as specified in Division 01 and 22 Specifications Sections. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.
Payment:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.
Bid Item 8:	Mechanical
Unit:	Lump Sum (LS)
Description:	This work shall consist of all mechanical work shown on the Drawings and as specified in Division 01 and 23 Specifications Sections. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.
Payment:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.

Bid Item 9: Electrical
Unit: Lump Sum (LS)

Description: This work shall consist of all electrical work shown on the Drawings and as specified in Division 01 and 26, 27, and 28 Specifications Sections.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

Payment: This item will be paid for at the contract lump sum price, based on percentage of contract completion.

Bid Item 10: Mobilization/Demobilization

Unit: Lump Sum

Description: This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premiums; establishment and removal of the contractor's field office and storage facilities, including fenced enclosure of staging area.

Measurement: Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

Payment: Payment for item will be in three installments. The first payment of 50 percent of the lump sum price will be made on the first estimate following partial mobilization including the placement or erection of the Contractor's office and storage facilities and the initiation of construction work. The second payment of 25 percent will be made on the next estimate following completion of substantial mobilization. The remaining 25 percent will be paid upon demobilization and satisfactory restoration of the contractor's staging and work area and final completion of the Project.

Bid Item 11: General Administration

Unit: Lump Sum

Description: This work shall consist of performing the construction administrative duties associated with managing the construction as stated in Division 1 and throughout the Specifications, providing construction layout, providing temporary utilities for the site and coordination of permanent utility installation and tie-in of site grading and access roads, administration and maintenance of all required permits for the project, including permit fees, and Business and Occupation Taxes.

Measurement: Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

Payment: This item will be paid for at the contract lump sum price, based on percentage of contract completion.

Bid Item 12:	Project Quality Control
Unit:	Lump Sum
Description:	This work shall consist of establishing and maintaining a Quality Control Program throughout the duration of the project.
Measurement:	There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.
Payment:	This item will be paid for at the contract lump sum price, based on percentage of completion.
Bid Item 13:	Site Preparation/Site Demolition
Unit:	Lump Sum (LS)
Description:	This work shall consist of the removal of trees and other vegetation, topsoil stripping and stockpiling, removal of existing utilities, installation of temporary utilities, demolition, temporary safety fence, and clearing and grubbing of all areas disturbed by the Contractor. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.
Payment:	Payment shall be made at the contract unit price per lump sum.
Bid Item 14:	Sediment and Erosion Control
Unit:	Lump Sum (LS)
Description:	This item shall consist of furnishing, installation, maintenance and subsequent removal of necessary storm water structures, best management practices, and other work required to prevent escape of sediment from disturbed areas of project site. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.
Payment:	Payment for item shall be in two installments. The first payment of 50% of the lump sum price shall be made following installation of the erosion and sediment controls. The remaining 50% shall be paid upon properly stabilizing the site, demobilization, and final completion of the Project.
Bid Item 15:	Waste Disposal
Unit:	Lump Sum (LS)
Description:	This work shall include, but not be limited to, disposal of rubbish, trash, scrap, and other materials encountered at the site that require disposal at a sanitary landfill. The work includes sorting, loading, hauling, and disposal. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, materials, incidentals, and quality control required to complete the work.
Measurement:	The quantity of work completed shall be measured in tons as evidenced by weigh tickets from a legally operating landfill and certified by the contractor to be correct.
Payment:	Payment shall be made at the contract price per ton.

Bid Item 16: Unclassified Excavation

Unit: Lump Sum (LS)

Description: This work shall consist of, but is not limited to, unclassified excavation, loading and hauling of excavated material, placement and compaction, and shall include final grading, shaping and contouring of the excavation and fill areas. The terms for earthwork used in the remainder of this Section imply excavation in native materials. The Contractor, with approval of the COTR, shall adjust the final grades as necessary to create a finished project. The Contractor shall excavate to the lines and grades shown on the Plans. The Contractor shall perform all excavation of every description and of whatever materials encountered to the depths indicated on the Plans. No additional compensation shall be considered for rock excavation or the reduction of large rock and boulders to less than 18" in any dimension. Over-excavation and/or fill not shown on the Plans or specified herein shall be at the Contractor's expense, unless approved by the COTR prior to commencing such work. If unsuitable materials exist below the grades shown on the Plans, this material shall be removed with the prior approval of the COTR and shall be paid per the unit price for "Over-Excavation".

Except at locations where excavation of unsuitable material is required, care shall be taken not to excavate below the depths specified. Final shaping and contouring of the areas shall be performed to the satisfaction of the COTR.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price per lump sum.

Bid Item 17: Hard Stand Pavement

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and installing Hard Stand pavement and incidentals associated with pavement as detailed on the Plans. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond approved limits shall not be included in the measured quantity.

Payment: Payment shall be made at the contract unit price per square yard.

Bid Item 18: Security Fencing

Unit: Linear Foot (LF)

Description: This work consists of furnishing and complete installation of chain link fencing and personnel gates.
The price will include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and gate hardware. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be along the bottom wire of the fence from outside to outside of end posts for each continuous run of fence, excluding lengths occupied by vehicular gates.

Payment: The accepted quantities of fencing materials shall be paid for at the contract unit price per linear foot complete in place.

Bid Items 19: Bollards 6"

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of bollards. The unit price shall include furnishing and installing metal posts, and associated hardware, concrete footings, excavation, backfill, and compensation for doing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, and incidentals required to complete the work.

Measurement: The quantity of work done shall be measured per each bollard completely installed and accepted by the COTR.

Payment: Payment shall be made at the contract unit price per each.

Bid Item 20: Duct Bank

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, extra pull ropes, vaults, handholes, pedestals, concrete, excavation, backfill, and sleeves. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on linear feet of duct bank in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, and appurtenances associated with the duct bank.

Payment: Payment shall be made at the contract unit price per linear foot of line in service.

Bid Item 21: Communications Conduit

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, extra pull ropes, vaults, handholes, pedestals, concrete, excavation, backfill, and sleeves. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on linear feet of conduit in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, and appurtenances associated with the duct bank.

Payment: Payment shall be made at the contract unit price per linear foot of line in service.

Bid Item 22:

Description: Add-Alternate No. 1 – Interior Security Partitions and Metal Lockers as indicated on the Drawings and as specified.

Measurement: Lump Sum For Item 22.

Payment: Payment for item will be in accordance with the specifications.

Bid Item 23:

Description: Add-Alternate No. 2 – New Floor Finish as indicated on the Drawings and as specified.

Measurement: Lump Sum for Item 23.

Payment: Payment for item will be in accordance with the specifications.

Bid Item 24:

Description: Add-Alternate No. 3 – Interior Painting as indicated on the Drawings and as specified.

Measurement: Lump Sum for Item 24.

Payment: Payment for item will be in accordance with the specifications.

Bid Item 25:

Description: Add-Alternate No. 4 - Site Lighting as indicated on the Drawings and as specified.

Measurement: Lump Sum for Item 25.

Payment: Payment for item will be in accordance with the specifications.

Bid Item 26:

Description: Add-Alternate No. 5 – Pavement Replacement - Heavy-Duty Paving as indicated on the Drawings and as specified.

Measurement For Heavy-Duty Asphalt Paving: Per Square Yard of Paving.

Payment: Payment for item will be in accordance with the specifications.

Bid Item 27:

Description: Add-Alternate No. 5 – Pavement Replacement - Striping as indicated on the Drawings and as specified.

Measurement for Striping: Lump Sum for item 27.

Payment: Payment for item will be in accordance with the specifications.

END OF SECTION

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2100000042

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 checked="" 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 checked="" 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 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.

Waller Corporation

Company


Louis E. Waller
President

Authorized Signature

June 22, 2021

Date

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Waller Corporation
of 2051 West Chestnut Street, Washington, PA 15301, as Principal, and Hudson Insurance Company
of 100 William Street, 5th Floor, New York, NY 10038, a corporation organized and existing under the laws of the State of Delaware
with its principal office in the City of New York, NY, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five percent of the base 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
Solicitation Number: CRFQ ADJ2100000042 - Renovations to the Marshall County Readiness Center For The West Virginia Army National Guard,
Moundsville, West Virginia

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 Oblige 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 22nd day of June, 20 21.

Principal Seal

Waller Corporation

(Name of Principal)

By 

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

Louis E. Waller, President

(Title)

Surety Seal

Hudson Insurance Company

(Name of Surety)



Attorney-in-Fact

Scott C. Mahorsky, 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.**

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the Hudson Insurance Company organized and existing under the laws of the State of DE and licensed to do business in the State of WV certifies and agrees, that if contract for Solicitation Number: CRFQ ADJ2100000042 - Renovations to the Marshall County Readiness Center For The West Virginia Army National Guard, Moundsville, West Virginia for State of West Virginia, West Virginia Army National Guard is awarded to Waller Corporation the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 22nd day of June, 2021.

Hudson Insurance Company

By:



Scott C. Mahorsky, Attorney-in-Fact



West Virginia Offices of the Insurance Commissioner



Certificate of Authority

Whereas, **HUDSON INSURANCE COMPANY**, domiciled in the State of **DELAWARE**, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ACCIDENT & SICKNESS - ARTICLE 1, SECTION 10(b)
CASUALTY - ARTICLE 1, SECTION 10(e)
FIRE - ARTICLE 1, SECTION 10(c)
MARINE - ARTICLE 1, SECTION 10(d)
SURETY - ARTICLE 1, SECTION 10(f) (1)
SURETY - ARTICLE 1, SECTION 10(f) (2)
SURETY - ARTICLE 1, SECTION 10(f) (3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2016, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2015.

A handwritten signature in cursive script that reads "Michael D. Riley".

Michael D. Riley
Insurance Commissioner

NAIC # 25054
WV File # 1442



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Scott C. Mahorsky, Richard V. Dobbs, Jr., Christine A. Hartung
of the State of Pennsylvania

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 11th day of December, 20 17 at New York, New York.



Dina Daskalakis

Attest.....
Dina Daskalakis, Corporate Secretary

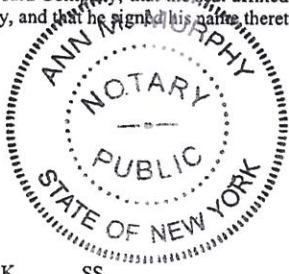
HUDSON INSURANCE COMPANY

By.....
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 11th day of December, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

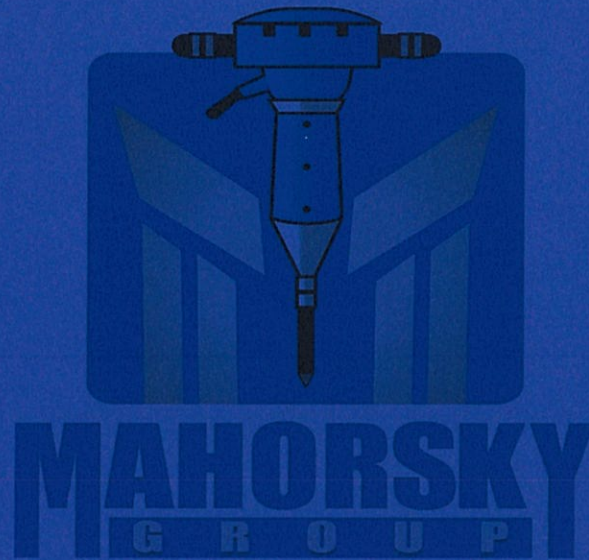
FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 22nd day of June, 20 21.

By.....
Dina Daskalakis, Corporate Secretary



Main Office:
2100 Quaker Pointe Drive
Quakertown, PA 18951
Phone: (215) 536-0253 • Fax: (215) 536-0257

Branch Offices:

Pennsylvania
Quakertown • Pittsburgh

Florida
Tampa

Arizona
Scottsdale

New York
Buffalo

Texas
Dallas • Houston

Virginia
Norfolk

South Carolina
Charleston

D.C.
Washington

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV012558

Classification:

GENERAL BUILDING

WALLER CORPORATION
DBA WALLER CORPORATION
PO BOX 757
WASHINGTON, PA 15301-0757

Date Issued

Expiration Date

DECEMBER 10, 2020

DECEMBER 10, 2021

Frederic Mann
Authorized Company Signature

John A. ...
Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

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: Louis E. Waller, President, Waller Corporation

Authorized Signature:  Date: June 22, 2021

State of Pennsylvania

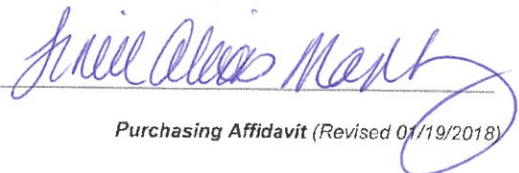
County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of June, 2021.

My Commission expires 2/7, 2023.

AFFIX SEAL HERE

Commonwealth of Pennsylvania - Notary Public
Linell Alexis Mankey, Notary Public
Washington County
My commission expires February 7, 2023
Commission number 1260562
Member, Pennsylvania Association of Notaries


Purchasing Affidavit (Revised 01/19/2018)



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-10-5

I, Louis E. Waller, after being first duly sworn, depose and state as follows:

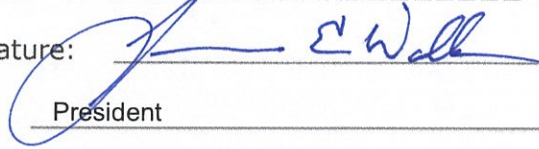
1. I am an employee of Waller Corporation; and,
(Company Name)

2. I do hereby attest that Waller Corporation
(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: Louis E. Waller

Signature: 

Title: President

Company Name: Waller Corporation

Date: June 22, 2021

STATE OF PENNSYLVANIA,

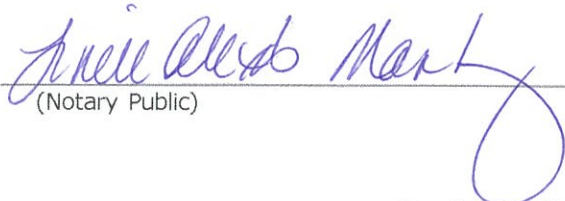
COUNTY OF Washington, TO-WIT:

Taken, subscribed and sworn to before me this 22nd day of June, 2021.

By Commission expires 2/7/23

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Linell Alexis Mankey, Notary Public
Washington County
My commission expires February 7, 2023
Commission number 1260562
Member, Pennsylvania Association of Notaries


(Notary Public)