

REVISED PER ADDENDUM No.2

SECTION 00300 - BID FORM

DATED: 10/14/14
(Bidder to insert date bid submitted)

SUBMITTED BY:

OVAL CONSTRUCTION MANAGEMENT LLC (hereinafter called "Bidder")

West Virginia Contractor's License Number: WV 037157

For: Repair of Clamshell® Tension Fabric Building
Controlled Humidity Preservation (CHP) Facility
Eleanor, WV

QUALIFICATIONS OF BIDDER:

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations.

SUBMITTED TO:

The State of West Virginia (hereinafter called "Owner")

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete construction of Repair of Clamshell® Tension Fabric Building, Controlled Humidity Preservation (CHP) Facility, Eleanor, WV in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID:

Extended Price Total as Listed on Bid Items (Bid Items sheet to be included): _____

FOUR HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED THIRTY & 40/100 DOLLARS (\$ 443,730.40)

ALTERNATE BID:

(INDICATE THE AMOUNT TO **ADD** TO THE BASE BID TO REPLACE "New Fabric End Wall with Double Door" with "New Fabric End Wall with 12'x12' Roll-up Door"). _____

TWELVE HUNDRED DOLLARS (\$ 1200.00)

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CONTRACT AWARD:

The Contract is intended to provide the agency with a purchase price for the Contract Items. the Contract shall be awarded to the Vendor that provides the overall lowest cost for the total of Contract Item #1 - BASE BID. If funding is available, Contract Item #2 - ALTERNATE BID will be considered and the award made to the Vendor with the lowest total price of Contract Item #1 - BASE BID and Contract Item #2 - ALTERNATE BID.

If awarded contract, I (we) agree to perform the work to completion and ready for operation and use no later than 120 calendar days from Notice to Proceed.


For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day.

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 binding 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.)

Addendum#	<u>1</u>	Date	<u>9/24/14</u>
Addendum#	<u>2</u>	Date	<u>10/6/14</u>
Addendum#	_____	Date	_____
Addendum#	_____	Date	_____

SIGNATURE OF BIDDER:

Firm: <u>OVAN CONSTRUCTION MANAGEMENT LLC</u>	By: 
Address: <u>P.O. Box 401</u>	Title: <u>MANAGING MEMBER</u>
Address: <u>CHARLESTON, WV 25322</u>	Phone: <u>304-347-8820</u>
Address: _____	Fax: <u>304-347-8821</u>
Tax Cert#: <u>432051555</u>	
<u>1030-0263</u>	

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BASE BID ITEMS

<u>NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	Damaged End Demo	1	LS	<u>\$ 31,320</u>	<u>\$ 31,320</u>
2	Selective Concrete Demo	1	LS	<u>\$ 20,776</u>	<u>\$ 20,776</u>
3	Existing Trench Infill	170	LF	<u>\$ 23.62</u>	<u>4015.40</u>
4	Concrete Curb/Foundation	105	LF	<u>\$ 116.68</u>	<u>\$ 12251</u>
5	Replace Fabric at Interior Crossover	6000	SF	<u>\$ 17.5</u>	<u>\$ 105,000</u>
6	Misc. Fabric Repair	10	SF	<u>\$ 420</u>	<u>\$ 4200</u>
7	Misc. Frame Repair/ Cable Re-tightening	1	LS	<u>\$ 40,544</u>	<u>\$ 40,544</u>
8	Door and Frame Replacement	3	EA	<u>\$ 2100</u>	<u>\$ 6300</u>
9	New Fabric End Wall with Double Door	1	LS	<u>\$ 167,000</u>	<u>\$ 167,000</u>
10	Riprap Ditch	20	LF	<u>\$ 116.20</u>	<u>\$ 2324</u>
11	Allowance - Owner Contingency (See Section 00310 for Additional Information)	1	LS	<u>\$50,000</u>	<u>\$50,000</u>

TOTAL \$ 443,730.40

ALTERNATE BID ITEMS

<u>NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
ALT 1	New Fabric End Wall with 12'x12' Roll-up Door	1	LS	<u>\$ 1200</u>	<u>\$ 1200</u>

(INDICATE THE AMOUNT TO ADD TO THE BASE BID TO REPLACE "New Fabric End Wall with Double Door" with "New Fabric End Wall with 12'x12' Roll-up Door").

END OF SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ADJ1500000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

OVAL CONSTRUCTION MANAGEMENT LLC
Company


Authorized Signature

10/14/14
Date

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



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

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

I, JAMES CARNEY, after being first duly sworn, depose and state as follows:

1. I am an employee of OVAL CONSTRUCTION MANAGEMENT LLC, and,
(Company Name)
2. I do hereby attest that OVAL CONSTRUCTION MANAGEMENT LLC
(Company Name)

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

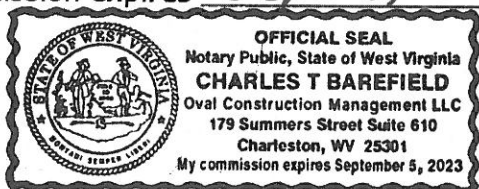
The above statements are sworn to under the penalty of perjury.

By: [Signature]
 Title: MANAGING MEMBER
 Company Name: OVAL CONSTRUCTION MANAGEMENT LLC
 Date: 10/14/14

Taken, subscribed and sworn to before me this 14th day of October, 2014.

By Commission expires Sept. 5, 2023

(Seal)



[Signature]
 (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Oval Construction Management, LLC
of P.O. Box 401, Charleston, WV 25322, as Principal, and Ohio Farmers Insurance
Company of Westfield Center, Ohio, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Total 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
CHP Eleanor Clamshell Building Repair

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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
14th day of October, 2014.

Principal Corporate Seal

Oval Construction Management, LLC

(Name of Principal)

By 

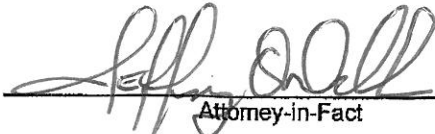
(Must be President or Vice President)

MANAGING MEMBER / PRESIDENT
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)


Attorney-in-Fact

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

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

General
Power
of Attorney

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
A. L. STANCHINA, C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, ROSEANN B. DYE, BONNIE MARIE PERRINE,
JEFFERY O'DELL, ROBIN M. HUBBARD-SHERROD, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 09th day of MAY A.D., 2007 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By:
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 09th day of MAY A.D., 2007 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of October A.D., 2014



Frank A. Carrino Secretary