



**Waller Corporation**  
GENERAL CONTRACTORS

**SEALED BID:**

**BUYER:** Crystal Rink

**SOLICITATION NO:** CRFQ ADJ1800000003

**BID OPENING DATE:** September 5, 2017

**BID OPENING TIME:** 1:30 PM EST

**FAX NUMBER:** 304-558-3970

09/05/17 13:58:26  
WV Purchasing Division

Please accept this faxed transmittal as Waller Corporation's formal bid. The same information has been submitted through wvOASIS.

Should you have any questions and/or concerns, please don't hesitate to call.

Sincerely,

*Linell Mankey*  
**Linell Mankey**  
Project Coordinator

Cc: File

**BID RECEIVED LATE**

**BUYER** 32-CH

**WITNESS** Linda Harper

**DISQUALIFIED**

### BID FORM

DATED: Sept. 5, 2017  
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address) **Waller Corporation**  
2051 West 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:

### The New Field Maintenance Shop For 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: \_\_\_\_\_  
(\$ 3,324,000.00)

**ALTERNATES:**

The stated Base Bid is subject to the following additions or deductions 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 the maintenance facility as a pre-engineered metal building as specified in Section 133419 "Metal Building Systems" in lieu of the conventional masonry and steel-framed roof structure shown on the Drawings. All interior construction shown is to be retained for this Alternate.

ADD/Deduct the sum of: \_\_\_\_\_  
(\$ -150,000.00)

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.)

Addendum 1 dated Aug. 24, 2017

Addendum 3 dated Aug. 30, 2017

Addendum 2 dated Aug. 25, 2017

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 caso this proposal is accepted.

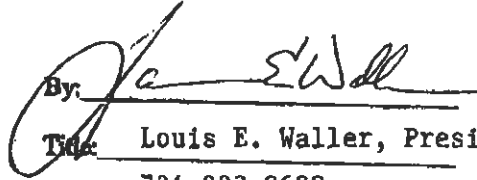
**SIGNATURE OF BIDDER:**

Firm: Waller Corporation

Address: 2051 W. Chestnut St.

Address: Washington, PA 15301

Address: \_\_\_\_\_

By: 

Title: Louis E. Waller, President

Phone: 724-223-9680

Fax: 724-223-9704

**END OF SECTION 1**

**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.

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
<b>Primary Facility Base Bid</b>					
1	FMS Building	1	LS		
<b>PRIMARY FACILITY BASE BID SUB-TOTAL</b>					
<b>Project Administration/Quality Control Base Bid</b>					
2	Mobilization/Demobilization	1	LS		
3	General Administration	1	LS		
4	Project Quality Control	1	LS		
<b>PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL</b>					
<b>Civ/Site Base Bid</b>					
<b>Site Preparation</b>					
5	Site Preparation/Site Demolition	1	LS		
6	Sediment and Erosion Control	1	LS		
7	Waste Disposal	5	TN		
<b>Earthwork</b>					
8	Unclassified Excavation	1	LS		
9	Subgrade Preparation/Full Depth Reclamation/Cement Stabilization	1,000	SY		
10	Over-Excavation	50	CY		
<b>Paving</b>					
11	Concrete Paving	1,000	SY		
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
12	Lawn Area	1	LS		
13	24' Sliding Gate	1	EA		
14	Security Fencing	240	LF		
15	Bollards 6"	11	EA		
<b>Water</b>					
16	2" Domestic Water Service	90	LF		
17	6" Fire Protection Water Service	90	LF		
<b>Sewer</b>					

18	4" PVC Sanitary Sewer	320	LF		
19	6" PVC Sanitary Sewer	309	LF		
20	Cleanout, Sanitary Sewer	5	EA		
21	Manhole, Sanitary Sewer	2	EA		
22	Oil/Water Separator	1	EA		
<b>Gas</b>					
23	4" Gas Service	90	LF		
<b>Storm Drainage</b>					
24	6" PVC Storm	100	LF		
25	Outlet Protection	1	EA		
26	Type "B" Drop Inlet	1	EA		
27	Concrete Splash Block	4	EA		
<b>Power and Communications</b>					
28	Electrical Duct Bank	120	LF		
29	Communications Duct Bank	120	LF		
<b>CIVIL/SITE BASE BID SUB-TOTAL</b>					
<b>BASE BID TOTAL*</b>					

\*Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID.

<b>Alternate Bid Items</b>					
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	Extended Price (\$)
<b>Alternate No. 1 - Pre-Engineered Building in lieu of conventional construction indicated</b>					
30	Pre-Engineered Metal Bldg				
	(Add/(Deduct) the following:	1	EACH		

**END OF SECTION II**

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:** Waller Corporation

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.
<i>* Will be provided after bid time as required. *</i>	

Attach additional pages if necessary

Revised 07/07/2017

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO ADJ180000003**

**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 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.

Waller Corporation

Company

*Phillip Alan's Mant*  
Authorized Signature

September 5, 2017

Date

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



**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: Waller Corporation

Contractor's License No.: WV- 012558

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.

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Waller Corporation

Address: 2051 West Chesnut Street Washington, PA 15301

Contracting business entity's authorized agent: [Signature] Louis E. Waller, President

Address: Same as above

Number or title of contract: Sol# CRFQ ADJ1800000003

Type or description of contract: Marshall Co. Readiness Center FMS Shop Building

Governmental agency awarding contract: State of WV, WV Army National Guard

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

Signature: [Signature] Date Signed: Sept. 5, 2017

Check here if this is a Supplemental Disclosure.

Verification

State of Pennsylvania County of Washington

I, Louis E. Waller, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 5th day of September, 2017

NOTARIAL SEAL Linell Alexis Mankey, Notary Public Canton Twp., Washington County My Commission Expires Feb. 7, 2019 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature] Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency:

Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:

WV-73  
Approved / Revised 08/01/15



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

STATE OF WEST VIRGINIA,  
Pennsylvania, Washington  
COUNTY OF \_\_\_\_\_, TO-WIT:

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: September 5, 2017

Taken, subscribed and sworn to before me this 5 day of September, 2017.

By Commission expires 2-7-2019

(Seal) COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 Linell Alexis Mankey, Notary Public  
 Canton Twp., Washington County  
 My Commission Expires Feb. 7, 2019  
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(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.**

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** 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 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: Waller Corporation

Authorized Signature: [Signature] Date: Sept. 5, 2017

State of Pennsylvania

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 5 day of September, 2017.

My Commission expires Feb. 7, 2019.

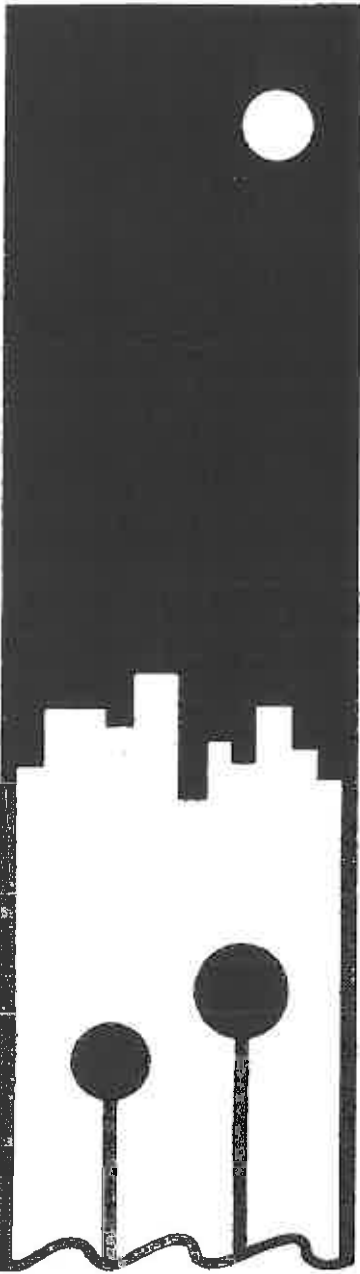
**AFFIX SEAL HERE**

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Linell Alexis Mankey, Notary Public  
Canton Twp., Washington County  
My Commission Expires Feb. 7, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**NOTARY PUBLIC**

[Signature]

Purchasing Affidavit (Revised 08/01/2015)



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

# 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, 2016

DECEMBER 10, 2017

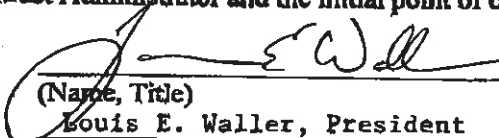
*James E. Waller*  
\_\_\_\_\_  
Authorized Company Signature

*Gene Choyan*  
\_\_\_\_\_  
Chair, 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.



**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.

  
 \_\_\_\_\_  
 (Name, Title)  
 Louis E. Waller, President  
 \_\_\_\_\_  
 (Printed Name and Title)  
 2051 West Chestnut Street Washington, PA 15301  
 \_\_\_\_\_  
 (Address)  
 724-223-9680 Fax: 724-223-9704  
 \_\_\_\_\_  
 (Phone Number) / (Fax Number)  
 info@wallercorporation.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.

Waller Corporation  
 \_\_\_\_\_  
 (Company)

  
 \_\_\_\_\_  
 (Authorized Signature) (Representative Name, Title)

Louis E. Waller, President  
 \_\_\_\_\_  
 (Printed Name and Title of Authorized Representative)

Sept. 5, 2017  
 \_\_\_\_\_  
 (Date)

724-223-9680, Fax: 724-223-9704  
 \_\_\_\_\_  
 (Phone Number) (Fax Number)

**REQUEST FOR QUOTATION**  
**CRFQ ADJ1800000003**  
**New Field Maintenance Shop Building at Marshall County Readiness Center**

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**11. MISCELLANEOUS:**

**11.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Louis E. Waller

**Telephone Number:** 724-223-9680

**Fax Number:** 724-223-9704

**Email Address:** info@wallercorporation.com

Agency Purchasing Division  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Waller Corporation  
of PO Box 757, 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 Obligee, in the penal sum of Five Percent of the Total Bid (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Solicitation No. CRFQ ADJ1800000003, FMS Shop Building at Marshall County Readiness Center

**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 5th day of September, 2017.

Principal Seal

Waller Corporation

(Name of Principal)

By [Signature]

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

Louis E. Waller, President

(Title)

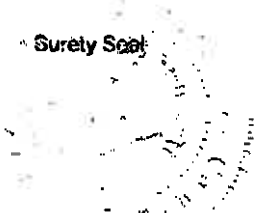
Hudson Insurance Company

(Name of Surety)

[Signature]

Scott C. Mahorsky, Attorney-in-Fact

Surety Seal



**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 No. CRFQ ADJ1800000003, FMS Shop Building at Marshall County Readiness Center


for State of West Virginia, Purchasing Division

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 5th day of September, 2017.

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)

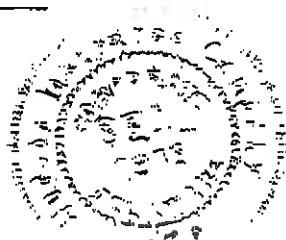
of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2016, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind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

*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

Christine Hartung, Scott C. Mahorsky, Richard V. Dobbs, Jr. 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 Executive Vice President thereunto authorized, on this 5th day of June, 2015 at New York, New York.



Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 5th day of June, 2015, before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive 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 Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

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 undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, 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 5th day of September, 2017.

Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2016

ASSETS

Table with 2 columns: Asset Name and Amount. Assets include Bonds, Real estate, Cash on hand and on deposit, Reinsurance Receivable, FIT recoverable, Aggregate write-ins, Deferred premiums, Stocks, and Other Assets. Total: \$ 1,159,904,797

LIABILITIES & SURPLUS

Table with 2 columns: Liability/Surplus Name and Amount. Liabilities include Losses, Loss adjustment expense, Other expenses, Unearned premiums, Ceded reinsurance, Payable to parent, Commissions payable, and Other Liabilities. Surpluses include Preferred and Common capital stock, Gross paid in and contributed surplus, Unassigned funds, and Surplus as regards policyholders. Total: \$ 1,159,904,797

STATE OF NEW YORK )
) ss:
COUNTY OF NEW YORK )

I, the undersigned Senior Vice President and Controller of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2016.

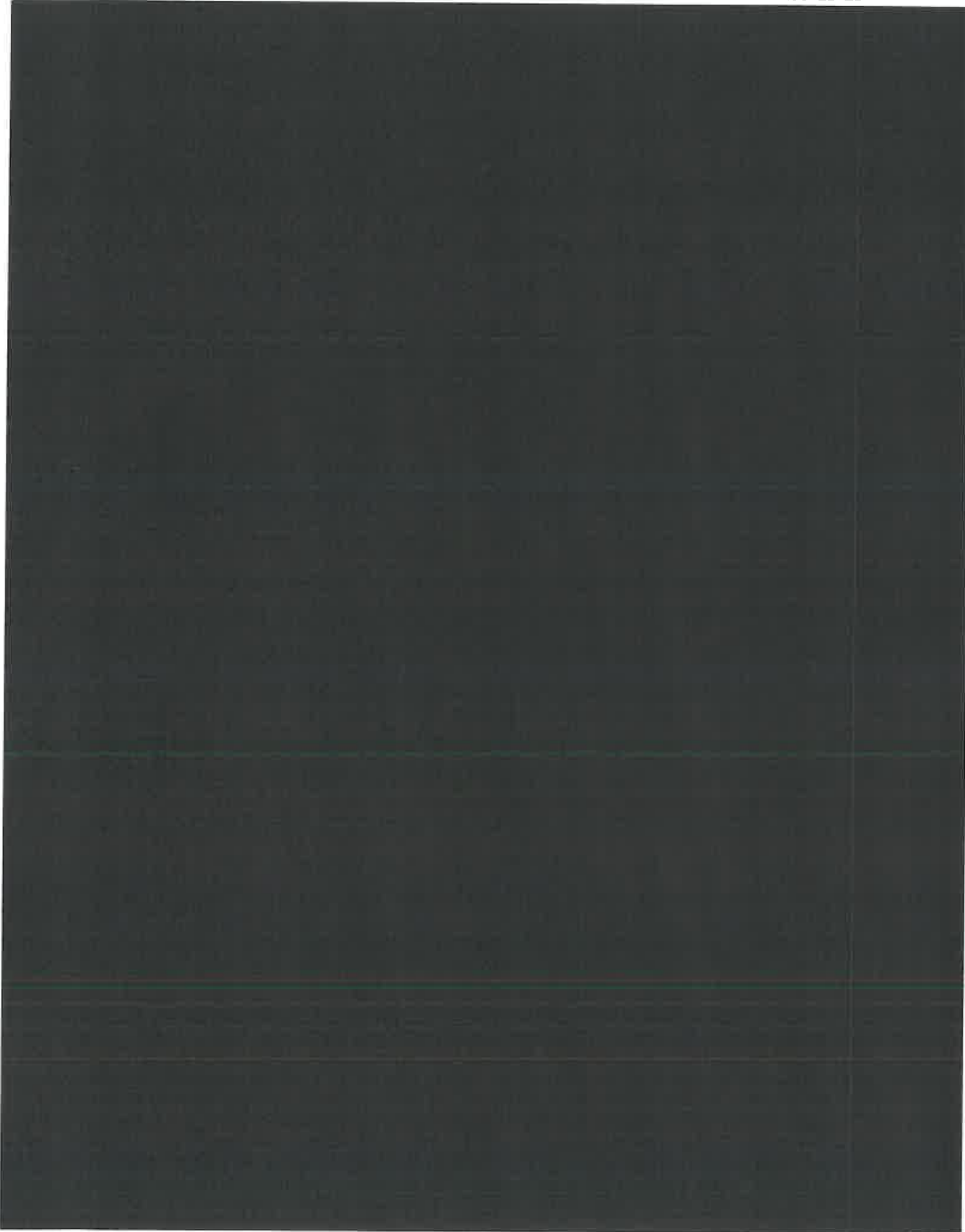
IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 15th day of March, 2017.

Signature of Anthony Slowski
Anthony Slowski
Senior Vice President and Controller

Subscribed and sworn to before me this 15th day of March, 2017
My commission expires

Signature of Notary Public







**Waller Corporation**  
GENERAL CONTRACTORS

**SEALED BID:**

**BUYER:** Crystal Rink

**SOLICITATION NO:** CRFQ ADJ1800000003

**BID OPENING DATE:** September 5, 2017

**BID OPENING TIME:** 1:30 PM EST

**FAX NUMBER:** 304-558-3970

*3 TOTAL  
PAGES  
TO FOLLOW -  
\* BID ITEMS \*  
\* UNIT COSTS \**

Please accept this faxed transmittal as Waller Corporation's formal bid. The same information has been submitted through wvOASIS.

Should you have any questions and/or concerns, please don't hesitate to call.

Sincerely,

*Linell Mankey*  
**Linell Mankey**  
Project Coordinator

Cc: File

09/05/17 14:10:09  
Purchasing Division

**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.

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
<b>Primary Facility Base Bid</b>					
1	FMS Building	1	LS		\$3,329,000
<b>PRIMARY FACILITY BASE BID SUB-TOTAL</b>					
<b>Project Administration/Quality Control Base Bid</b>					
2	Mobilization/Demobilization	1	LS		
3	General Administration	1	LS		
4	Project Quality Control	1	LS		
<b>PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL</b>					
<b>Civil/Site Base Bid</b>					
<b>Site Preparation</b>					
5	Site Preparation/Site Demolition	1	LS	45,000	\$45,000
6	Sediment and Erosion Control	1	LS	5,000	\$5,000
7	Waste Disposal	5	TN	450	\$2,250
<b>Barbwork</b>					
8	Unclassified Excavation	1	LS	50,000	\$50,000
9	Subgrade Preparation/Full Depth Reclamation/Cement Stabilization	2,000	SY	\$19.20	\$19,200
10	Over-Excavation	50	CY	\$150	\$7,500
<b>Paving</b>					
11	Concrete Paving	1,000	SY		
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
12	Lawn Area	1	LS	\$9.80	\$9,800
13	24' Sliding Gate	1	RA	\$8,500	\$8,500
14	Security Fencing	240	LF	\$77.00	\$18,480
15	Bollards 6"	11	RA	\$150.00	\$1,650
<b>Water</b>					
16	2" Domestic Water Service	90	LF	45	\$4,050
17	6" Fire Protection Water Service	90	LF	52	\$4,680
<b>Sewer</b>					

18	4" PVC Sanitary Sewer	320	LF	48	\$ 15,360
19	6" PVC Sanitary Sewer	300	LF	55	\$ 16,500
20	Cleanout, Sanitary Sewer	5	EA	1,000	\$ 5,000
21	Manhole, Sanitary Sewer	2	EA	3500	\$ 7,000
22	Oil/Water Separator	1	EA	6,000	\$ 6,000
<b>Gas</b>					
23	4" Gas Service	90	LF	40	\$ 3,600
<b>Storm Drainage</b>					
24	6" PVC Storm	100	LF	52	\$ 5,200
25	Outlet Protection	1	EA	1,000	\$ 1,000
26	Type "B" Drop Inlet	1	EA	3,200	\$ 3,200
27	Concrete Splash Block	4	EA	300	\$ 1,200
<b>Power and Communications</b>					
28	Electrical Duct Bank	120	LF	\$ 200	\$ 24,000
29	Communications Duct Bank	120	LF	\$ 200	\$ 24,000
<b>CIVIL/SITE BASE BID SUB-TOTAL</b>					
<b>BASE BID TOTAL*</b>					

\*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					
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	Extended Price (\$)
Alternate No. 1 - Pre-Engineered Building in lieu of conventional construction indicated					
30	Pre-Engineered Metal Bldg				
	Add/Deduct the following:	1	EACH	150,000	\$(150,000)

END OF SECTION II