

SECTION 00 41 00

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner  
WV Dept. of Health and Human Resources  
  
PO Box 50130  
Charleston, WV 25305-0130

RECEIVED

2019 OCT -9 PM 12: 06

WV PURCHASING  
DIVISION

1.02 FOR:

- A. Project: Eastridge Health Systems Brick Masonry Repairs  
WV Dept. of Health and Human Resources  
235 South Water Street  
Martinsburg, WV 25401

1.03 DATE: 10-8-19 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Trisco Systems, Inc.  
1. Address 2000 Baty Road  
2. City, State, Zip Lima, OH 45807

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Pickering Associates for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid: Three hundred forty thousand  
eight hundred twenty five & 00/100 dollars  
(\$ 340,825.00), in lawful money of the United States of America.
- C. Alternate No. 1 (East Elevation Third Floor Sill Repairs): (Circle One) ADD DEDUCT  
Twenty four thousand eight hundred seventy nine & 00/100 dollars  
(\$ 24,879.00), in lawful money of the United States of America.
- D. Alternate No. 2 (East Elevation Second Floor Sill Repairs): (Circle One) ADD DEDUCT  
Twenty six thousand nineteen & 00/100 dollars  
(\$ 26,019.00), in lawful money of the United States of America.
- E. Alternate No. 3 (North Elevation Soffit & Sill Repairs): (Circle One) ADD DEDUCT  
Forty thousand sixty five & 00/100 dollars  
(\$ 40,065.00), in lawful money of the United States of America.
- F. Alternate No. 4 (Courtyard Elevation Soffit & CHW Repairs): (Circle One) ADD DEDUCT  
Ninety eight thousand six hundred twenty one & 00/100 dollars  
(\$ 98,621.00), in lawful money of the United States of America.
- G. Alternate No. 5 (South Elevation Second & Third Floor Sill Repairs): (Circle One) ADD DEDUCT  
Seventeen thousand two hundred fifty six & 00/100 dollars  
(\$ 17,256.00), in lawful money of the United States of America.
- H. We have included the required security deposit as required by the Instruction to Bidders.
- I. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- J. All applicable federal taxes are included and State of West Virginia taxes are included in the Bid Sum.

**1.06 ACCEPTANCE**

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven days of receipt of Notice of Award.
  - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
  - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

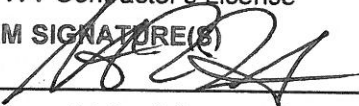
**1.07 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
  - 1. Addendum # 1 Dated 10-1-19
  - 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_
  - 3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_
  - 4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

**1.08 BID FORM SUPPLEMENTS**

- A. The following information is included with Bid submission:
  - 1. AIA Document A305 - Contractor's Qualification Statement
  - 2. AIA Document G705 - List of Proposed Subcontractors
  - 3. AIA Document A310 - Bid Bond
  - 4. State of WV Job Acts Affidavit
  - 5. State of WV Disclosure of Interested Parties to Contract
  - 6. State of WV Purchasing Affidavit
  - 7. State of WV Drug-Free Workplace Conformance Affidavit
  - 8. State of WV Employment History Disclosure Statement
  - 9. State of WV Job Acts Affidavit
  - 10. Low Bidder's Financial Responsibility Affidavit
  - 11. No Debt Affidavit
  - 12. WV Contractor's License

**1.09 BID FORM SIGNATURE(S)**

- A. 
- B. (Bidder - print the full name of your firm) Trisco Systems, Inc.
- C. Steven W. Walter, President
- D. (Authorized signing officer, Title)

**1.10 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

END OF SECTION



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Trisco Systems, Inc.  
of 2000 Baty Rd. Lima, OH 45807, as Principal, and Travelers Casualty  
And Surety Company of One Tower Square, Hartford, CT 06183, a corporation organized and existing under the laws of the State of America  
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of 5% of Bid (\$ \_\_\_\_\_) 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 Brick Masonry Restoration  
Eastridge Health Systems

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 9th day of October, 2019.

Principal Seal



Trisco Systems, Inc.

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

Steven W. Walter, President  
(Title)

Travelers Casualty and Surety Company of America

[Signature]  
(Name of Surety)  
Richard T. Moening 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.

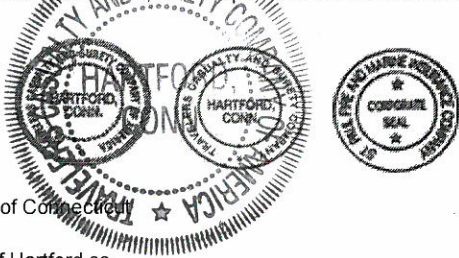


**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

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

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

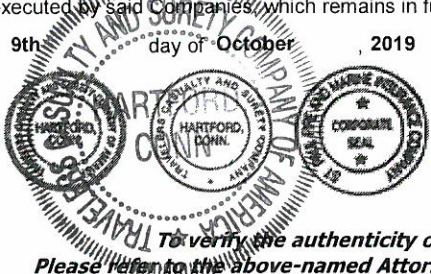
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **October**, 2019



Kevin E. Hughes, Assistant Secretary

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Trisco Systems, Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
N / A	N / A

Attach additional pages if necessary

 **AIA**® Document G705™ – 2001

**List of Subcontractors**

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**PROJECT:** *(Name and address)*  
Eastridge Health Systems Brick Masonry Repairs  
WV Dept. of Health and Human Resources  
235 South Water Street  
Martinsburg, WV 25401

**DATE:**

**TO ARCHITECT:** *(Name and address)*  
Pickering Associates  
11283 Emerson Avenue  
Parkersburg, WV 26104

**ARCHITECT'S PROJECT NUMBER:**  
2189016

**FROM CONTRACTOR:** *(Name and address)*  
Trisco Systems, Inc.  
2000 Baty Road, Lima, OH 45807

**CONTRACTOR'S PROJECT NUMBER:**

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*(List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents.)*

<b>Work/Firm Name</b>	<b>Address/Phone</b>	<b>Superintendent</b>
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N / A

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

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

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

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

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

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

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

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

**West Virginia Ethics Commission**  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

**Contracting Business Entity:** Trisco Systems, Inc. **Address:** 2000 Baty Road  
Lima, OH 45807

**Authorized Agent:** N/A **Address:** N/A

**Contract Number:** CRFQ 0506 BHS 2000000002 **Contract Description:** Eastridge Health Systems  
Brick Masonry Repairs

**Governmental agency awarding contract:** West Virginia Dept. of Health & Human Resources

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**


Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.


Signature:  Date Signed: 10-8-19  
Steven W. Walter, President

**Notary Verification**

State of Ohio, County of Allen

I, Steven W. Walter, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under penalty of perjury.

Taken, sworn to, and subscribed before me this 8<sup>th</sup> day of October, 2019.

 Kelly Wuebker  
Notary Public, State of Ohio  
My Commission Expires August 31, 2020  
Notary Public's Signature

**To be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



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: Trisco Systems, Inc.

Authorized Signature: [Signature] Date: 10-8-19

State of Ohio Steven W. Walter, President

County of Allen, to-wit:

Taken, subscribed, and sworn to before me this 8<sup>th</sup> day of October, 2019.

My Commission expires August 31<sup>st</sup>, 2020.

AFFIX SEAL HERE



**KELLY WUEBKER**  
Notary Public, State of Ohio  
My Commission Expires  
August 31, 2020

[Signature]



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

STATE OF ~~WEST VIRGINIA~~, OHIO

COUNTY OF Allen, TO-WIT:

I, Steven W. Walter, after being first duly sworn, depose and state as follows:

- I am an employee of Trisco Systems, Inc.; and,  
(Company Name)
- I do hereby attest that Trisco Systems, Inc.  
(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: Steven W. Walter  
 Signature: [Handwritten Signature]  
 Title: President  
 Company Name: Trisco Systems, Inc.  
 Date: October 8, 2019

Taken, subscribed and sworn to before me this 8<sup>th</sup> day of October, 2019.

By Commission expires August 31<sup>st</sup>, 2020

(Seal)



Kelly Wuebker  
 Notary Public, State of Ohio (Notary Public)  
 My Commission Expires  
 August 31, 2020



State of West Virginia  
 Department of Administration  
 Purchasing Division

## EMPLOYMENT HISTORY DISCLOSURE STATEMENT

Vendor shall identify any other work, similar or otherwise currently being performed for any agency, institution, educational facility, city, county, municipality or political subdivision of the State of West Virginia. The State of West Virginia is concerned that current work could logically prevent the vendor from responsibly completing the referenced contract.

The state of West Virginia reserves the sole and exclusive right to reject the bid of any vendor when the state believes any current work could logically prevent the vendor from successfully completing the bid/contract in question. Failure to provide or disclose the required information listed shall be grounds for immediate disqualification/cancellation of the contract.

Below, the vendor shall provide the agency name, effective dates, value, general description and time required to fulfill the duties of each contract.

<u>Agency Name</u>	<u>Effective Dates</u>	<u>Value</u>	<u>General Description</u>	<u>Time Required Per Week</u>
Tyler County Courthouse	8-1-19 to 10-30-19	\$230,000	Tyler County Courthouse Masonry Restoration	40 Hours

Check here if additional sheets are attached

I certify that the statements made above are true and accurate.

Steven W. Walter, President

10-8-19

*Printed Name*

*Date*



*Signature*

## WV Jobs Act Affidavit

West Virginia Code §12-1C states:

(a) Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

(b) Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

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

Definitions:

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

(2) (A) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry;

(B) The term "employee" does not include:

(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;

(ii) Bona fide independent contractors; or

(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

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

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

(5) The term "public authority" means any officer, board, commission or agency of the State of West Virginia and its subdivisions, including counties and municipalities.

WV Dept. of Health and Human Resources – Eastridge Health Systems Brick Masonry Repairs

Further, the economic grant committee, economic development authority, infrastructure and jobs development council and School Building Authority shall be required to comply with the provisions of this article for loans, grants or bonds provided for public improvement construction projects;

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

Applicability and Reporting:

(a) This article applies to expenditures for construction projects by any public authority for public improvements as defined by this article.

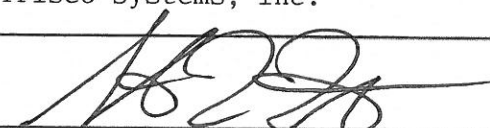
(b) For public improvement projects let pursuant to this article, the public authority shall file, or require an employer as defined in section two of this article to file, with the Division of Labor copies of the waiver certificates and certified payrolls, pursuant to article five-a of this chapter, or other comparable documents that include the number of employees, the county and state wherein the employees reside and their occupation.

(c) The Division of Labor shall compile the information required by this section and submit it annually to the Joint Committee on Government and Finance by the fifteenth day of October. The joint committee may forward these reports to the Legislative Auditor to review and make comments regarding the usefulness of the information collected and to suggest changes to the division's method of reporting to ensure the information collected will prove useful in evaluating the effectiveness of the provisions of this article.

(d) Each public authority has the duty to implement the reporting requirements of this article. Every public improvement contract or subcontract let by a public authority shall contain provisions conforming to the requirements of this article.

(e) The Division of Labor is authorized to establish procedures for the efficient collection of data, collection of civil penalties prescribed in section six of this article and transmittal of data to the Joint Committee on Government and Finance.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties intend to comply with the requirements of WV Code Article 21-1C.

Vendor's Name Trisco Systems, Inc.  
  
Authorized Signature \_\_\_\_\_ Date 10-8-19  
Steven W. Walter, President


## LOW BIDDER'S FINANCIAL RESPONSIBILITY AFFIDAVIT

State of Ohio

County of Allen

The undersigned Chief Executive Officer (or local manager or executive when your Company operates in more than one State) of Ohio (the "Company"), swear under penalty of perjury, that the following statements are true:

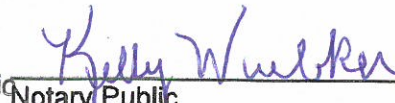
1. The Company is current in all of its tax payments, including federal withholding taxes, except as disclosed in writing in an attachment to this affidavit.
2. There are no liens filed by the Company's subcontractors or suppliers, regardless of tier, on the Company's projects in the State of West Virginia, except as disclosed in writing in an attachment to this affidavit.
3. During the last three (3) years, no Owner or Owner's representative has given the Company notice of default with respect to any Project in the State of West Virginia, except as disclosed in writing in an attachment to this affidavit.
4. The Company's surety bonding company has an A.M. Best rating of A- or higher, except as disclosed in writing in an attachment to this affidavit.
5. He or she is not aware of any claim, potential claim, liability, or potential liability that could adversely affect the ability of the Company to complete the Owner's project, except as disclosed in writing in an attachment to this affidavit.

  
\_\_\_\_\_  
Signature Steven W. Walter, President Date 10-8-19  
Trisco Systems, Inc.

Sworn to before me, a notary public, by Steven W. Walter  
on 8<sup>th</sup> day of October 2019.



KELLY WUEBKER  
Notary Public, State of Ohio  
My Commission Expires  
August 31, 2020

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
8/31/2020

### No Debt Affidavit

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article 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 as defined in this section and the debt owed is amount greater than five thousand dollars in the aggregate.

Definitions:

“Debt” means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit, violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional accrued thereon;

“Debtor” means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions;

“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.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker’s 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.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor’s Name: Trisco Systems, Inc.

Authorized Signature [Signature] Date 10-8-19

Steven W. Walter, President

Sworn to before me, a notary public, by Steven W. Walter

on 8<sup>th</sup> day of October 2019.

Kelly Wuebker My Commission Expires: 8/31/2020  
Notary Public



**KELLY WUEBKER**  
Notary Public, State of Ohio  
My Commission Expires  
August 31, 2020

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO BHS200000002**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Trisco Systems, Inc.

\_\_\_\_\_  
Company

Steven W. Walter  
President

Authorized Signature

10-8-19

\_\_\_\_\_  
Date

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





**DATE:** October 8, 2019  
**PROJECT:** Eastridge Health Systems Brick Masonry Repairs  
Martinsburg, WV  
**SOLICITATION NO:** CRFQ 0506 BHS2000000002  
**DUE:** October 9, 2019 by 1:30 p.m.

Trisco Systems, Inc., is a corporation incorporated in the State of Ohio.

**TRISCO SYSTEMS, INC.**

Steven W. Walter  
President

SWW:mbs



*Sealant, Waterproofing & Restoration Institute*

*2000 Baty Road, Lima, Ohio 45807*


*Phone: (419) 339-3906 Fax: (419) 339-3081*  
*office@triscosystems.com www.triscosystems.com*



**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)  
Steven W. Walter, President, Trisco Systems, Inc.  
\_\_\_\_\_  
(Printed Name and Title)  
2000 Baty Road, Lima, OH 45807  
\_\_\_\_\_  
(Address)  
419-339-3906 / 419-339-3081  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
office@triscosystems.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.

Trisco Systems, Inc.  
\_\_\_\_\_  
(Company)  
  
\_\_\_\_\_  
President  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Steven W. Walter, President  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

10-8-19  
\_\_\_\_\_  
(Date)

419-339-3906 / 419-339-3081  
\_\_\_\_\_  
(Phone Number) (Fax Number)

## 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: Trisco Systems, Inc.

Contractor's License No.: WV- 027079

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.



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

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 627923

Doc Description: Addendum #1 Eastridge Health Systems Brick Masonry Repairs

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-01	2019-10-09 13:30:00	CRFQ 0506 BHS2000000002	2

**BID RECEIVING LOCATION**


BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number: Trisco Systems, Inc.  
 2000 Baty Road  
 Lima, OH 45807  
 419-339-3906

**FOR INFORMATION CONTACT THE BUYER**

April E Battle  
 (304) 558-0067  
 april.e.battle@wv.gov

  
 Signature X Steven W. Walter, President

FEIN # 34-1653835

DATE 10-8-19

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum #1 is issued to provide the vendor questions and responses.

No other changes.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Eastridge Health Systems Brick Masonry Repairs	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151900			

**Extended Description :**

Purchase of all materials, labor, equipment and incidental to repair Brick Masonry at:

Eastridge Health Systems Brick Masonry Repairs  
WV Dept. of Health and Human Resources  
235 South Water Street  
Martinsburg, WV 25401

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate No. 1	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151900			

**Extended Description :**

Purchase of all materials, labor, equipment and incidental to repair East Elevation Third Floor Sill as noted on the Drawings for this Area.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350  CHARLESTON WV25301-3702  US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Alternate No. 2	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151900			

**Extended Description :**  
Purchase of all materials, labor, equipment and incidental to repair East Elevation Second Floor Sill as noted on the Drawings for this Area.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350  CHARLESTON WV25301-3702  US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Alternate No. 3	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151900			

**Extended Description :**  
Purchase of all materials, labor, equipment and incidental to repair North Elevation Soffit and Sill as noted on the Drawings for this Area.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350  CHARLESTON WV25301-3702  US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Alternate No. 4	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151900			

**Extended Description :**

Purchase of all materials, labor, equipment and incidental to repair Courtyard Elevation Soffit and CHW as noted on the Drawings for this Area.

INVOICE TO	SHIP TO
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Alternate No. 5	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151900			

**Extended Description :**

Purchase of all materials, labor, equipment and incidental to repair South Elevation Second and Third Floor Sill as noted on the Drawings for this Area.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Questions Due @ 3 PM	2019-09-30

<b>BHS200000002</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum #1 Eastridge Health Systems Brick Masonry Repairs	<b>Page 5</b> <b>of 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number: WV027079

Classification:

SPECIALTY  
MASONRY

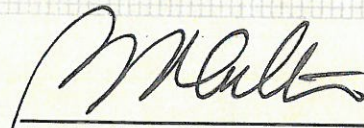
TRISCO SYSTEMS INC  
DBA TRISCO SYSTEMS INC  
2000 BATY RD  
LIMA, OH 45802-1567

Date Issued

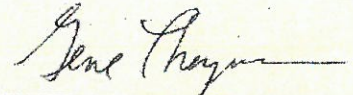
Expiration Date

JUNE 24, 2019

JUNE 24, 2020



Authorized Company Signature



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.

# AIA<sup>®</sup> Document A305<sup>™</sup> – 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY: Trisco Systems, Inc.

NAME:

ADDRESS:

PRINCIPAL OFFICE: SEE ATTACHED

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: (if applicable) Eastridge Health Systems Brick Masonry Repairs

TYPE OF WORK: (file separate form for each Classification of Work)

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: (Specify)

### § 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## § 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

## § 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

#### § 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

#### § 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

## § 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

**CONFIDENTIAL INFORMATION  
TO BE USED BY TRISCO  
CUSTOMERS ONLY**



AIA Document A305

# Contractor's Qualification Statement

## 1986 EDITION

*This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.*

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME: TRISCO SYSTEMS, INC.

ADDRESS: 2000 Baty Road, Lima, Ohio 45807

PRINCIPAL OFFICE: 2000 Baty Road, Lima, Ohio 45807

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction  HVAC
- Plumbing  Electrical
- Other Masonry and Concrete Restoration/Renovation  
(please specify)

Copyright 1964, 1969, 1979, ©1986 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

**1. ORGANIZATION**

- 1.1 How many years has your organization been in business as a Contractor?  
83 years
- 1.2 How many years has your organization been in business under its present business name?  
83 years
- 1.2.1 Under what other or former names has your organization operated?  
Organized 1936 as Trisco Waterproofing Company (Partnership)  
Incorporated in 1956 as Trisco System, Inc.  
Reorganized in 1990 as Trisco Systems, Inc.
- 1.3 If your organization is a corporation, answer the following:
- 1.3.1 Date of incorporation: 1956
  - 1.3.2 State of incorporation: Ohio
  - 1.3.3 President's name: Steven W. Walter
  - 1.3.4 Vice-president's name(s): Brian U. Walter
- 1.3.5 Secretary's name: Brian U. Walter
- 1.3.6 Treasurer's name: Steven W. Walter
- 1.4 If your organization is a partnership, answer the following:
- 1.4.1 Date of organization:
  - 1.4.2 Type of partnership (if applicable):
  - 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
- 1.5.1 Date of organization:
  - 1.5.2 Name of owner:

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## 2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

**Legally qualified in the states of Ohio, Indiana, Michigan, Pennsylvania, West Virginia, South Carolina, Kentucky, Maryland, and Virginia.**

State certified in the states of Ohio, Indiana, Michigan and South Carolina

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

## 3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

See attached

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

- 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

- 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No

- 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No



- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.  
See attached
- 3.4.1 State total worth of work in progress and under contract: **3.0 M**
- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces. See attached
- 3.5.1 State average annual amount of construction work performed during the past five years:  
**7 Million**
- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.  
See attached

#### 4. REFERENCES

4.1 Trade References:

Webb Insurance Agency, Lima, OH (419) 228-3211  
Degussa, Parsippany, NJ (973) 541-8513  
Chas. Phipps, Cleveland, OH (216) 641-2150  
Siferd Hossellman, Lima, OH (419) 228-1221

4.2 Bank References:

The Union Bank Company  
114 East Third Street  
Delphos, OH 45833

4.3 Surety:

- 4.3.1 Name of bonding company:  
Travelers Casualty and Surety Company of America  
One Easton Oval, Suite 300  
Columbus, OH 43219  
1-877-877-1134
- 4.3.2 Name and address of agent:  
Webb Insurance Agency, Inc.  
Richard Moening  
P. O. Box 539, Lima, Ohio 45802

**5. FINANCING**

5.1 Financial Statement.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses); \$2,464,751.00

Net Fixed Assets; \$772,000.00

Other Assets; \$628,226.00

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); \$1,621,072.00

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

\$2,243,905.00

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

REA & Associates, 2579 Shawnee Road, Lima, OH 45806

5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

**CONFIDENTIAL INFORMATION  
TO BE USED BY TRISCO  
CUSTOMERS ONLY**

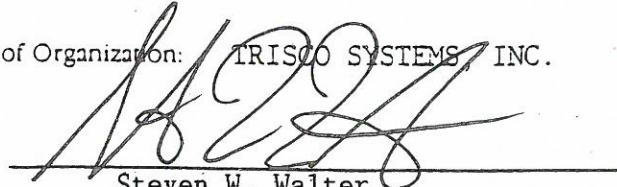
6. SIGNATURE

6.1 Dated at Lima, Ohio this 3rd

day of January 2019

Name of Organization: TRISCO SYSTEMS, INC.

By:



Steven W. Walter

Title:

President

6.2

Mr. Steven W. Walter

duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading. being

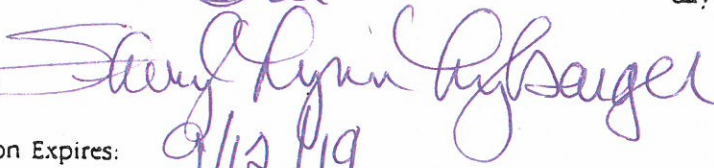
Subscribed and sworn before me this

3rd

day of

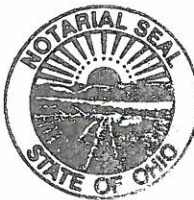
Jan. 2019

Notary Public:



My Commission Expires:

9/12/19



**SHERYL LYNN LYBARGER**  
Notary Public, State of Ohio  
My Commission Expires  
September 12, 2019



**CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.**

## **I. Building Restoration**

- ❖ Masonry cleaning of all types, including our own Hydro-Chemic Cleaning Process.
- ❖ Specialize in all four major types of mortar treatment.
- ❖ Experience and knowledge of all clear waterproofing treatments from penetrants to surface seals.
- ❖ Specialization in all types of masonry coatings for waterproofing, including the new elastomeric coatings.
- ❖ Structural and segmental rebuilding and replacement.
- ❖ Regasketing of all types of structures.
- ❖ Regasketing and rebuilding of building veneers (brick, stone, etc.).

## **II. Concrete Restoration & Protection**

- ❖ Structural repairs of all types of concrete structures.
- ❖ Parking garage restoration, restructuring and protection.
- ❖ Epoxy injection and specialized treatments.
- ❖ Restoration and protection of athletic facilities and stadiums.
- ❖ Balcony repair and protection on high-rise structures.

## **III. Historic Restoration & Preservation**

- ❖ Specialized care and attention to historic details and construction.
- ❖ Experienced in the strict guidelines and procedures for the historical restoration of masonry structures.

## **IV. Terra Cotta Restoration**

- ❖ Knowledgeable in the identification of causes of terra cotta deterioration.
- ❖ Various repair techniques and stabilization methods.
- ❖ Unit replacement with conventional terra cotta or high performance replicas.

## **V. Specialty Coatings for Chemical Resistance**

- ❖ High performance systems for EPA hazardous material containment.

## **VI. Exterior Facade Systems**

- ❖ Approved installers of exterior insulation and finish systems.
- ❖ Installation of specialized fiberglass panel systems.
- ❖ Experienced in the repair of existing exterior insulation systems.

**CONFIDENTIAL INFORMATION**

**TO BE USED BY TRISCO  
CUSTOMERS ONLY**

## RECENT SIGNIFICANT PROJECTS

Project: Marathon Donnell Building, Findlay OH  
Scope: Stone Restoration  
Owner: Marathon Petroleum Corporation  
Contract Amount: \$110,000  
Date of Completion: July 2019  
% With Own Forces: 100%

Project Name: 777 North Meridian, Indianapolis IN  
Scope: Masonry Restoration  
Owner: State of Indiana  
Contract Amount: \$265,000  
Date of Completion: July 2019  
% With Own Forces: 100%

Project Name: The Landing Development, Ft. Wayne IN  
Scope: Masonry Restoration  
Owner: The Landing 1, LLC  
Contract Amount: \$832,000  
Date of Completion: August 2019  
% With Own Forces: 100%

Project Name: Northrop Stadium, Ft. Wayne IN  
Scope: Concrete Restoration  
Owner: Ft. Wayne Community Schools, Ft. Wayne IN  
Contract Amount: \$590,000  
Date of Completion: August 2018  
% With Own Forces: 100%

Project Name: OSU 700 Ackerman, Columbus OH  
Scope: Masonry Restoration  
Owner: The Ohio State University, Columbus OH  
Contract Amount: \$347,000  
Date of Completion: July 2018  
% With Own Forces: 100%

Project Name: Miami University Scott Hall  
Scope: Masonry Restoration  
Owner: Miami University, Oxford OH  
Contract Amount: \$186,000  
Date of Completion: June 2018  
% With Own Forces: 100%

Project Name: Miami University Minnich Hall  
Scope: Masonry Restoration  
Owner: Miami University, Oxford OH  
Contract Amount: \$186,000  
Date of Completion: June 2018  
% With Own Forces: 100%

Project Name: WESCO Building, Wheeling WV  
Scope: Masonry Restoration  
Owner: Community & Tech College System of West Virginia, Charleston WV  
Contract Amount: \$60,000  
Date of Completion: May 2018  
% With Own Forces: 100%

Project Name: Mental Health 799, Lima OH  
Scope: Masonry & Sealant Restoration  
Owner: Mental Health Recovery Board  
Contract Amount: \$66,000  
Date of Completion: May 2018  
% With Own Forces: 100%

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## **RECENT SIGNIFICANT PROJECTS**

**(Continued)**

Project Name: St. John Catholic Church, Fryburg OH  
Scope: Masonry Restoration & Protective Coatings  
Owner: Catholic Diocese of Cincinnati  
Contract Amount: \$62,000  
Date of Completion: May 2018  
% With Own Forces: 100%

Project: Miami University MacCracken Hall  
Scope: Masonry Restoration  
Owner: Miami University  
Contract Amount: \$165,000  
Date of Completion: July 2019  
% With Own Forces: 100%

Project Name: Marathon Headquarters, Findlay OH  
Scope: Masonry Restoration  
Owner: Marathon Petroleum Corporation, Findlay, OH  
Contract Amount: \$675,000  
Date of Completion: November 2017  
% With Own Forces: 75%  
% With Sub Forces: 25%

Project Name: Moyer Elementary School, Ft. Thomas KY  
Scope: Masonry Restoration  
Owner: Ft Thomas Independent Schools  
Contract Amount: \$250,000  
Date of Completion: November 2017  
% With Own Forces: 100%

Project Name: Newport Welcome Center, Newport KY  
Scope: Masonry Restoration  
Owner: Newport Independent Schools  
Contract Amount: \$190,000  
Date of Completion: October 2017  
% With Own Forces: 100%

Project Name: ADM Milling, Buffalo NY  
Scope: Concrete Restoration  
Owner: Archer Daniels Midland  
Contract Amount: \$750,000  
Date of Completion: September 2017  
% With Own Forces: 100%

Project Name: Bath Schools Stadium, Lima OH  
Scope: Concrete Restoration  
Owner: Bath Local Schools  
Contract Amount: \$293,000  
Date of Completion: August 2017  
% With Own Forces: 100%

Project Name: Payne Elementary School, Payne OH  
Scope: Masonry Restoration  
Owner: Wayne Trace Local Schools  
Contract Amount: \$230,000  
Date of Completion: August 2017  
% With Own Forces: 100%

Project Name: West Virginia School of Osteopathic Medicine, Lewisburg WV  
Scope: Masonry Restoration  
Owner: West Virginia School of Osteopathic Medicine  
Contract Amount: \$500,000  
Date of Completion: August 2017  
% With Own Forces: 100%

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**RECENT SIGNIFICANT PROJECTS  
(Continued)**

Project Name: Miami University Clawson Hall, Oxford OH  
Scope: Masonry Restoration  
Owner: Miami University  
Contract Amount: \$150,000  
Date of Completion: August 2017  
% With Own Forces: 100%

Project Name: OSU Bio Science & Graves, Columbus OH  
Scope: Masonry Restoration  
Owner: The Ohio State University, Columbus OH  
Contract Amount: \$1,200,000  
Date of Completion: August 2017  
% With Own Forces: 75%  
% With Sub Forces: 25%

Project Name: BGSU Conklin & Founders Halls, Bowling Green OH  
Scope: Masonry Restoration  
Owner: Bowling Green State University  
Contract Amount: \$860,000  
Date of Completion: August 2017  
% With Own Forces: 100%

Project Name: Bryan Elementary, Bryan OH  
Scope: Masonry Restoration  
Owner: Bryan City Schools  
Contract Amount: \$120,000  
Date of Completion: June 2017  
% With Own Forces: 100%

Project Name: Culver Chapel Interior & Exterior, Culver IN  
Scope: Masonry Restoration  
Owner: Culver Academies  
Contract Amount: \$450,000  
Date of Completion: May 2017  
% With Own Forces: 100%

Project Name: Miami University Hamilton Hall, Oxford OH  
Scope: Exterior Masonry Renovation & Repair  
Owner: Miami University  
Contract Amount: \$150,000  
Date of Completion: May 2017  
% With Own Forces: 100%

Project Name: Knox County Hospital, Mt. Vernon OH  
Scope: Masonry Restoration  
Owner: Knox County Hospital, Mt. Vernon OH  
Contract Amount: \$75,000  
Date of Completion: April 2017  
% With Own Forces: 100%

Project Name: Ohio Hi-Point Career Center, Bellefontaine OH  
Scope: Masonry Restoration  
Owner: Ohio Hi-Point Career Center  
Contract Amount: \$125,000  
Date of Completion: Various Projects From 2012-2017  
% With Own Forces: 100%

Project Name: St. Patrick Catholic Church, Bellefontaine OH  
Scope: Masonry Restoration  
Owner: Diocese of Cincinnati, Ohio  
Contract Amount: \$110,000  
Date of Completion: Various Projects From 2005-2016  
% With Own Forces: 100%

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## RECENT SIGNIFICANT PROJECTS (Continued)

Project Name: Denison University Various Projects, Granville OH  
 Scope: Masonry Restoration  
 Owner: Denison University  
 Contract Amount: \$120,000  
 Date of Completion: December 2016  
 % With Own Forces: 100%

Project Name: WPAFB Various Projects, Fairborn OH  
 Scope: Masonry Restoration  
 Owner: U.S. Air Force  
 Contract Amount: \$120,000  
 Date of Completion: November 2016  
 % With Own Forces: 100%

Project Name: The Way International Auditorium, New Knoxville OH  
 Scope: Masonry Restoration  
 Owner: The Way International  
 Contract Amount: \$400,000  
 Date of Completion: November 2016  
 % With Own Forces: 100%

Project Name: Crown Equipment Various Projects, New Bremen OH  
 Scope: Masonry Restoration  
 Owner: Crown Equipment  
 Contract Amount: \$67,000  
 Date of Completion: November 2016  
 % With Own Forces: 100%

Project Name: Hallie Q. Brown Memorial Library, Wilberforce OH  
 Scope: Masonry Restoration  
 Owner: Central State University  
 Contract Amount: \$300,000  
 Date of Completion: November 2016  
 % With Own Forces: 100%

Project Name: Title One Building, Covington KY  
 Scope: Masonry Restoration  
 Owner: Covington Independent Public Schools  
 Contract Amount: \$100,000  
 Date of Completion: September 2016  
 % With Own Forces: 100%

Project Name: KPS CEC & Parkwood-Upjohn, Kalamazoo MI  
 Scope: Masonry Restoration & Seismic Retrofit Anchor Installation  
 Owner: Kalamazoo Public Schools  
 Contract Amount: \$2,500,000  
 Date of Completion: July 2016  
 % With Own Forces: 100%

Project Name: Hensville Building, Toledo OH  
 Scope: Masonry Restoration  
 Owner: Toledo Mudhens  
 Contract Amount: \$450,000  
 Date of Completion: 2016  
 % With Own Forces: 100%

Project Name: University of Akron Auburn Science & Engineering Center, Akron OH  
 Scope: Masonry & Concrete Restoration  
 Owner: University of Akron  
 Contract Amount: \$1,100,000  
 Date of Completion: 2016  
 % With Own Forces: 90%  
 % With Sub Forces: 10%



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## **RECENT SIGNIFICANT PROJECTS**

**(Continued)**

Project Name: OWU Wesleyan Merrick Hall, Delaware OH  
Scope: Stone Restoration  
Owner: Ohio Wesleyan University  
Contract Amount: \$340,000  
Date of Completion: April 2015  
% With Own Forces: 100%

Project Name: OWU Edwards Simpson Quarry, Delaware OH  
Scope: Masonry Restoration  
Owner: Ohio Wesleyan University  
Contract Amount: \$190,000  
Date of Completion: April 2015  
% With Own Forces: 100%

Project Name: Homewood Suites, Beachwood OH  
Scope: EIFS Restoration  
Owner: Benderson Development  
Contract Amount: \$305,000  
Date of Completion: December 2015  
% With Own Forces: 80%  
% With Sub Forces: 20%

Project Name: KSU Tri-Towers, Kent OH  
Scope: Masonry & Concrete Restoration  
Owner: Kent State University  
Contract Amount: \$2,600,000  
Date of Completion: August 2015  
% With Own Forces: 100%

Project Name: Waverly Schools Remediation, Waverly OH  
Scope: Masonry Restoration  
Owner: Waverly Schools  
Contract Amount: \$1,450,000  
Date of Completion: December 2014  
% With Own Forces: 100%

Project Name: Wawasee Condominiums, Syracuse IN  
Scope: EIFS Restoration  
Owner: Private  
Contract Amount: \$1,452,000  
Date of Completion: December 2014  
% With Own Forces: 80%  
% With Sub Forces: 20%

Project Name: Purdue University Various  
Owner: Purdue University  
Contract Amount: \$1,350,000  
Date of Completion: 2014  
% With Own Forces: 100%

Project Name: IUPUI Medical Research & Library, Indianapolis, IN  
Owner: Indiana University Purdue University Indianapolis  
Contract Amount: \$544,750  
Date of Completion: 2010  
% With Own Forces: 100%

Project Name: Washington Elementary, Gallipolis, OH  
Owner: Gallipolis City Schools  
Contract Amount: \$253,350  
Date of Completion: 2010  
% With Own Forces: 100%

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### KEY INDIVIDUALS

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Steven W. Walter  
President

Thirty-seven (37) years restoration  
contracting experience

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Brian U. Walter  
Executive V.P.

Thirty-one (31) years restoration  
contracting experience

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Todd Zapp  
Project Manager

Thirty-seven (37) years restoration  
contracting experience

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Jack Dunbar  
Project Manager

Twenty-five (25) years restoration  
contracting experience

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Timothy W. Purdy  
Account Manager /  
Project Manager

Thirty-four (34) years  
masonry contracting experience

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