



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

State of West Virginia Purchase Order

Order Date: 08-20-2021

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CPO 0603 0603 ADJ2200000009 1	Procurement Folder:	908929
Document Name:	Summersville HVAC Replacement (Construction)	Reason for Modification:	
Document Description:	Summersville HVAC Replacement (Construction)		
Procurement Type:	Central Purchase Order		
Buyer Name:	David H Pauline		
Telephone:	304-558-0067		
Email:	david.h.pauline@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000174873 DOUGHERTY CO INC PO BOX 1828 CHARLESTON WV 25327-1828 US Vendor Contact Phone: 304-925-6664 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Timothy D Hersman Requestor Phone: (304) 561-6453 Requestor Email: timothy.d.hersman.nfg@mail.mil 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV 25311 US	BUILDING TRADE SPECIALIST SUMMERSVILLE NATIONAL GUARD ARMORY 3 ARMORY WAY SUMMERSVILLE WV 26651 US

Purchasing Division's File Copy

Total Order Amount: \$389,000.00

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <i>Tarafe 8/24/2021</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>8/24/2021</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>Beverly Tolson 8-30-21</i> ELECTRONIC SIGNATURE ON FILE
--	--	--

Extended Description:

Construction Contract

The Vendor, Dougherty Company, Inc., agrees to enter into this one-time construction contract with the Agency, West Virginia Army National Guard, Construction and Facilities Management Office, to provide all labor, material, tools, equipment, supplies and supervision necessary to complete the replacement of HVAC units, at the Summersville Armory Facility, in Summersville, WV, per the attached specifications. Addendum No. 1 issued 07/21/2021, and Addendum No. 2 issued 08/02/2021 and the vendor's bid dated 08/05/2021 all incorporated herein by reference and made apart of hereof. see attached.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72000000	0.00000		0.000000	389000.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Summersville HVAC Replacement (Construction)**Extended Description:**

Provide labor, materials, tools, supplies and equipment to replace HVAC equipment at the Summersville Armory per the attached documentation.

	Document Phase	Document Description	Page 3
ADJ2200000009	Draft	Summersville HVAC Replacement (Construction)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within One hundred twenty (120) calendar days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached _____
Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☒ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ West Virginia Contractor's License

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ *****Please make Insurance Certificate Holder to Read*****

West Virginia Army National Guard
1707 Coonskin Drive, Charleston, WV 25311

☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

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.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. 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.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., 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.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia 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 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.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(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) 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; 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 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.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☒ The work performed under this contract is federally funded in whole, or in part. Pursuant to 2 CFR 200.317, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Dougherty Company, Inc.
CRFQ ADJ22*02 Summersville HVAC

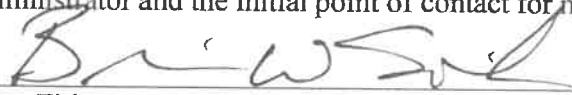
CRFQ ADJ22*02 Summersville HVAC

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

[illegible]

Attach additional pages if necessary

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)
Brian W. Smith, President

(Printed Name and Title)
P.O. Box 1828, Charleston, WV 25327

(Address)
(304)925-6664 / (304)925-4280

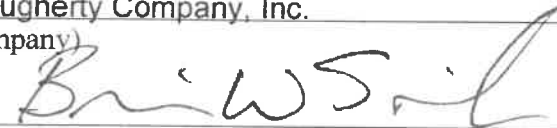
(Phone Number) / (Fax Number)
briansmith@doughertyco.com

(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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Dougherty Company, Inc.

(Company)


(Authorized Signature) (Representative Name, Title)

Brian W. Smith, President

(Printed Name and Title of Authorized Representative)

August 18, 2021

(Date)

(304)925-6664 / (304)925-4280

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION – CRFQ ADJ22*02
Summersville Armory HVAC Replacement Construction

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Army National Guard, Construction & Facilities Management Office, to establish a contract for the following:

PROVIDE ALL LABOR, MATERIAL, TOOLS, SUPPLIES AND EQUIPMENT TO REPLACE 4 HVAC ROOFTOP UNITS AT THE SUMMERSVILLE ARMORY FACILITY AT SUMMERSVILLE, WV. Contractor shall coordinate work through the Agency Project Manager.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are of equivalent materials and construction, and are equally adaptable to the conditions as approved by the agency.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 “Construction Services” means to provide turn-key installation, including all labor, materials, tools, supplies and equipment, to replace 4 rooftop HVAC units at the Summersville Armory facility located at 3 Armory Way, Summersville, WV as more fully described in the Project Plans.

2.2 “Pricing Page” means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 “Project Plans” means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B-D, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B-D, Vendors can obtain copies in accordance with Section 9 of these Specifications.

REQUEST FOR QUOTATION – CRFQ ADJ22*02
Summersville Armory HVAC Replacement Construction

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five (5) projects and have at least five (5) years of experience in installing the specified roofing system and that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. **This project contains no alternates.**
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

REQUEST FOR QUOTATION – CRFQ ADJ22*02
Summersville Armory HVAC Replacement Construction

9. PROJECT PLANS: The checked box will apply to Project Plans for this solicitation.

- ☐ **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit(s) B-D or any subsequent addenda modifying Exhibit(s) B-D.

10. CONDITIONS OF THE WORK

10.1. Permits: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

10.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

10.3. Standard Work Hours: The standard hours of work for this Contract will be Monday through Friday from 7:30am to 4:00pm, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

10.4. Project Closeout: Project Closeout shall include the following:

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.4.1.1. Contractor is responsible for removing all construction debris daily.

10.4.1.2. Contractor is responsible for removing and disposing of any demolished material; off site and at the contractor's expense.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

REQUEST FOR QUOTATION – CRFQ ADJ22*02
Summersville Armory HVAC Replacement Construction

10.5. Payment:

10.5.1 Agency shall pay flat fee as shown on the Bid Form, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

10.5.2 Invoices shall be submitted for payment (in arrears) and must include the following information:

10.5.2.1 Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract number.

10.5.2.2 Invoices shall be mailed to the following address:

WV Army National Guard
Construction & Facilities Management Office
1707 Coonskin Drive
Attn: Accounts Payable
Charleston, WV 25311

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION – CRFQ ADJ22*02
Summersville Armory HVAC Replacement Construction

12. MISCELLANEOUS:

12.1. 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: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

- a. **Liquidated Damages:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

REQUEST FOR QUOTATION – CRFQ ADJ22*02
Summersville Armory HVAC Replacement Construction

EXHIBIT A – Pricing Page

REQUEST FOR QUOTATION – CRFQ ADJ22*02
Summersville Armory HVAC Replacement Construction

EXHIBIT B – PROJECT PLANS

13. GENERAL REQUIREMENTS:

13.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

13.1.1 All work to be performed according to specifications provided in the following attachments.

13.1.1.1 Exhibit A Pricing Page

13.1.1.2 Exhibit C Scope of Work Summersville Armory HVAC Replacement

13.1.1.3 Exhibit D Technical Specifications Summersville HVAC Replacement

14. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.

15. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

16. PROJECT SPECIFIC CONDITIONS OF THE WORK

16.1 Limits of Work

16.1.1 Work areas will be limited to those spaces required for access to the jobsites.

16.1.2 Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager. Vendor shall take full responsibility for the storage of any supplies or equipment on the jobsite, whether inside or outside. Agency cannot guarantee availability of its employees during off-hours (evenings, holidays, weekends, etc) to provide access to any supplies and equipment stored inside.

REQUEST FOR QUOTATION – CRFQ ADJ22*02
Summersville Armory HVAC Replacement Construction

16.1.3 Agency facilities shall remain in use during this contract. Contractor shall work with the Trades Specialist to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Trades Specialist to avoid overloading existing circuits.

16.2 Contractor Visitor Badges

Contractor shall provide a list of all personnel working on this project within the facility. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the facility. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the WV Army National Guard and approval given.

16.3 Work Restrictions

Access to the buildings shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

These are non-smoking buildings. Smoking is not permitted within the buildings or near entrances, operable windows or outdoor air intakes.

Vendor MAY NOT block access to any fire hydrant located at jobsite.

Vendor MAY NOT block access to parking lot entrances and exits without prior approval of the Agency.

16.4 Parking

Some parking is available on the project sites. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

REQUEST FOR QUOTATION – CRFQ ADJ22*02
Summersville Armory HVAC Replacement Construction

16.5 Codes

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

16.6 Safety

All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by WV Army National Guard Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

16.7 Hot Work Permit

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

16.8 Workmanship

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

Exhibit C – CRFQ ADJ22*02

WV ARMY NATIONAL GUARD – SUMMERSVILLE ARMORY SCOPE OF WORK

GENERAL: Replace four (4) existing HVAC roof-mounted split systems with four (4) packaged HVAC units that serve the Drill Hall. Provide new direct digital controls that shall tie into the existing ASI Controls Building Automation Network.

SITE INSPECTION: A mandatory pre-bid meeting and walk-through shall be held. Contractors shall come prepared to fully analyze existing site conditions as required to prepare an accurate bid

DEMOLITION REQUIREMENT: Four (4) 20-ton split systems are currently mounted on the roof of the Drill Hall. Each system is ducted through the roof and serves a quadrant of the Drill Hall Area. Each air handling system and associated remote condensing unit shall be disconnected from electrical service, natural gas service, and ductwork and shall be removed from the roof and removed from the premises. All materials and refrigerant shall be disposed of in a manner consistent with all laws and ordinances governing such matters in this jurisdiction. Openings to the building shall be secured from weather penetration until such time as new units can be installed.

INSTALLATION OF NEW UNITS:

1. **CURB ADAPTERS** – Provide new curb adapters that shall sit atop existing unit curbs. Contractor shall coordinate required curb adapters based on consultation with equipment manufacturers. It is the contractor's responsibility to ensure compatibility of the curb adapters and to make any necessary modifications to curbs and ductwork required for a fully functional system.

2. **ELECTRICAL SERVICE** – New packaged roof top units shall utilize dual circuit power connections. Circuit A shall not exceed 25A breaker size and shall include service for the new unit supply fan, gas heating section, and controls. Circuit B shall not exceed 50A breaker size and shall include service to direct expansion cooling section of new unit (compressors, condenser fans, and associated components). It is the contractor's responsibility to provide all necessary wiring, conduit, breakers, fittings, etc. as necessary for necessary electrical service meeting the current edition of the National Electrical Code.

3. **NATURAL GAS SERVICE** – It shall be the contractor's responsibility to connect existing natural gas service to each of the four (4) new roof top HVAC unit (RTU). The use of a pressure regulator shall be required as necessary in order to provide natural gas pressure in the range acceptable to the RTU manufacturer. Any and all new piping shall be included in this bid.

4. **DIRECT DIGITAL CONTROLS** – A field-installed direct digital controller shall be provided for each new roof top unit. Multiple RTUs controlled from a single digital controller shall not be acceptable. New DDC controls shall have the ability to communicate to partial existing ASI controllers.

The following sensors shall be field furnished and installed:

Zone Temperature (4 required), Setpoint Adjustment (from zone sensor), Pushbutton Override (from zone sensor), Zone CO2 Sensor (1 required), Zone Humidity (1 required), Supply Air Temperature (4 required), Return Air Temperature (4 required), Supply fan status current switch (4 required), Relief Damper Control (2 existing relief louvers).

Exhibit C – CRFQ ADJ22*02

5. SEQUENCE OF OPERATION: Supply fan shall run continuously during the occupied mode. Supply fan shall run at a predetermined slower speed when there is no call for mechanical heating or cooling AND the zone CO2 level is below 800ppm. Supply fan shall run at a predetermined higher speed when any of the following conditions occur: (a) call for gas heating, (b) call for mechanical cooling, (c) Zone CO2 level exceeds 800 ppm. Relief fan shall run when economizer is open beyond 30% (adjustable). Existing relief dampers shall be modulated from 0% to 100% as the economizer goes from minimum position to full open. Controls contractor shall install new actuators on existing relief dampers. Outdoor air minimum position during the occupied mode shall be reset based on CO2 levels in the space. If CO2 reading is below 800 ppm (adj.), the OA minimum position shall be 5%. If the CO2 reading is 1100 ppm (adj.) the OA minimum position shall be 35% (adj.). Heating and cooling stages shall be staged as required to satisfy the zone temperature set point (74°F cooling, 70°F heating with +/-3°F user adjustment made from the zone sensor). Gas heating shall be locked out if outdoor air temperature is above 65°F (adj.). Mechanical cooling shall be locked out if outdoor air temperature is below 55°F (adj.). If zone cooling is required when outdoor air temperature is below 55°F, then economizer dampers shall be modulated in order to produce a discharge air temperature of 55°F. If zone humidity rises above 60% (adj.), then the hot gas reheat shall be engaged until the humidity falls by 5% (adj.). During the unoccupied mode, the RTU supply fan and relief fans shall be turned off and the outdoor air damper closed. If the zone temperature falls below 62°F (adj.) or rises above 78°F (adj.), then the RTU shall be enabled to run according to the occupied sequence except that the outdoor air damper shall remain closed until the zone temperature rises or falls by 2°F (adj.).

6. AIR BALANCE SERVICE – Contractor to employ the services of an independent, certified air balance company. Airflows for each unit shall be set in coordination with the controls contractor. Each unit shall be set for the following conditions: (a) maximum design supply airflow, (b) setback supply airflow (70% of maximum), (c) scheduled outdoor air; to be set while unit is running at maximum design airflow, (d) relief fan design maximum airflow. Air balance contractor shall submit a written report of all settings and any deficiencies found. Re-balancing of each supply duct outlet is not required.

7. CRANE SERVICE – Contractor is responsible for all crane services required for the project. Contractor shall coordinate the dates and times of onsite crane usage so that owner's operations can be accordingly adjusted.

Exhibit C – CRFQ ADJ22*02

NEW RTU REQUIREMENTS: Basis of design is Aeon Model RN or equal. Units shall have 2" double wall rigid polyurethane insulated cabinet (R-13 or greater) with lockable hinged doors. Doors that require the removal of screws to open a compartment shall not be acceptable. Exterior paint shall be corrosion resistant polyurethane paint that meets 2500 hour salt-spray test. Supply fans shall be direct drive, backward curved plenum fans with VFD. Drain pans shall be double-sloped, stainless steel type. Mixed air filter section shall utilize 2" thick, MERV-8 filters. Gas heating section shall be two stage. Mechanical cooling shall include two (2) compressors, with one (1) being digital scroll type controlled through field supplied 1-5vdc signal. Mechanical cooling shall utilize an airstream hot gas reheat coil immediately downstream of the evaporator coil to allow the unit to be used for dehumidification cycle. Factory terminal strip shall allow for field controls to initialize the dehumidification cycle. Condensing section of unit shall utilize at least two (2) variable speed condenser fans which shall be controlled by factory controller based on maintaining acceptable refrigeration pressures and temperatures. A single damper actuator shall control both the return air and outdoor air dampers. The actuator shall be wired to 3 of 3 factory terminal strip for field control system interface via 0-10vdc signal. Unit shall have a barometric door which shall allow for relief of excessive building pressure during economizer operation. Unit shall be equipped with dual power connections. Electrical Circuit A shall not exceed 25A breaker size and shall include service for the new unit supply fan, gas heating section, and controls. Circuit B shall not exceed 50A breaker size and shall include service to direct expansion cooling section of new unit (compressors, condenser fans, and associated components). Factory disconnects shall be provided for each circuit. Each unit shall be rated for the following performance: Total Airflow: 7000 cfm External Static Press: 1.0 in. w.c. Gas Heating: 540,000 Btu/hr (270,000 Btu/hr per stage) Voltage/Phase: 480VAC/3ph DX Cooling Size: 230,000 Btu/hr Total (160,000 Btu/hr sensible)

RTU manufacturer shall provide terminal strip connections for the following field controlled functions:

(a) supply fan enable, (b) supply fan modulation (0-10vdc), (c) DX cooling stage 1, (d) DX cooling stage 2, (e) gas heating stage 1, (f) gas heating stage 2, (g) economizer damper control (0-10vdc), (h) digital scroll compressor modulation (1-5vdc) (i) relief fan enable, (j) relief fan modulation (0-10vdc).

PROJECT CLOSEOUT REQUIREMENTS: Provide eight (8) hours on-site with owner's designated staff for training on operation and maintenance requirements of the system. Provide letter stating that the warranty period will extend for a period of 1 year beginning at substantial completion date. Warranty letter shall disclose the warranty start and end dates and provide contact information of the installing contractor, the equipment supplier's warranty and technical support departments, and the controls contractor.

END OF SCOPE OF WORK DOCUMENT



Unit Submittal

2425 South Yukon Ave - Tulsa, Oklahoma 74107-2728 - Ph. (918) 583-2266 Fax (918) 583-6094
AAONEcat32 Ver. 4.305 (SN: 5463216-3MS8V1X7)

1A 1B 1C 1D 2 3 4 5A 5B 5C 6A 6B 6C 7 8 9 10 11 12 13 14A 14B 15 16 17 18 19 20 21 22 23

RN-020-3-0-EB09-3CB:A000-EOB-DDG-00A-0VNAHB5-00-00A00000X
Tag: RTU-1, 2, 3, 4 (20-ton Splits)

Job Name:
Job Number:

WVANG Summersville
1

Unit Submittal For:
Unit Submittal Date:

March 23, 2021

	Base Option	Description
R	Series	Roof Top Unit
N	Generation	Ninth Generation
020	Unit Size	Twenty
3	Voltage	460V/3Ø/60Hz
0	Interior Protection	Standard
E	Refrigerant Style	R-410A Variable Capacity Scroll Compressor (VCC)
B	Unit Configuration	Air-Cooled Cond. + 6 Row Evap. Coil
0	Coil Coating	Standard
9	Cooling/Heat Pump Staging	Modulating - 1 VCC + 1 On/Off Comp.
3	Heating Type	Natural Gas Stainless Steel
C	Heating Designation	Heat C - 540 MBtuh
B	Heating Staging	High Turndown Modulating Gas - Temperature Control

	Feature Option	Description
A	1A. RA/OA Section	Economizer
0	1B. RA/EA Blower Configuration	Standard - None
0	1C. RA/EA Blower	Standard - None
0	1D. RA/EA Blower Motor	Standard - None
E	2. OA Control	DDC Actuator
0	3. Heat Options	Standard
B	4. Maintenance Options	115V Convenience Outlet - Factory Wired
D	5A. SA Blower Configuration	1 Blower + Premium Efficiency Motor + 1 VFD
D	5B. SA Blower	24" Direct Drive Backward Curved Plenum
G	5C. SA Motor	7.5 hp - 1760 rpm
0	6A. Pre Filter Type	Standard - None
0	6B. Unit Filter Type	2" Pleated - 30% Eff
A	6C. Filter Options	Clogged Filter Switch
0	7. Refrigeration Control	Standard - Fixed 55°F Comp. Cooling Lock Out
V	8. Refrigeration Options	HGB Lead + HGB Lag + Parallel MHGR-MC - Lag Circuit
N	9. Refrigeration Accessories	VFD Condenser Fan - Head Pressure Control + Sight Glass
A	10. Power Options	Non-fused Disconnect Power Switch - 100 Amps
H	11. Safety Options	Remote Safety Shutdown Terminals
B	12. Controls	Phase & Brown Out Protection
5	13. Special Controls	Field Installed DDC Controls by Others + Isolation Relays
0	14A. Outside Air Configuration	Standard - None
0	14B. Preheat Sizing	Standard - None
0	15. Glycol Percent	Water or No WSHP
0	16. Interior Cabinet Options	Standard - Double Wall + R-13 Foam Insulation + Stainless Steel Drain Pan
A	17. Exterior Cabinet Options	Base Insulation
0	18. Electrical Rating	Standard - 5 KAIC
0	19. Code Options	Standard - ETL U.S.A. Listing
0	20. Crating	Standard
0	21. Water-Cooled Cond.	Standard - None
0	22. Control Vendors	Standard
X	23. Type	Special Price Authorization + AAON Gray Paint



Unit Rating

2425 South Yukon Ave - Tulsa, Oklahoma 74107-2728 - Ph. (918) 583-2266 Fax (918) 583-6094
AAONEcat32 Ver. 4.305 (SN: 5463216-3MS8V1X7)

1A 1B 1C 1D 2 3 4 5A 5B 5C 6A 6B 6C 7 8 9 10 11 12 13 14A 14B 15 16 17 18 19 20 21 22 23
RN - 020 - 3 - 0 - EB09 - 3CB : A000 - E0B - DDG - 00A - 0VNAHB5 - 00 - 00A00000X

Tag: RTU-1, 2, 3, 4 (20-ton Splits)

(Values do not account for changes described in SPA)

Job Information

Job Name: WVANG Summersville
Job Number: 1
Site Altitude: 0 ft
Refrigerant: R-410A

Unit Information

**WEIGHT AND PERFORMANCE DO NOT INCLUDE SPA

Approx. Op./Ship Weights: 2815 / 2815 lbs. (±5%)
Supply CFM/ESP: 7000 / 1.75 in. wg.
Final Filter FV / Qty: 336.00 fpm / 6
Outside CFM: 1400
Ambient Temperature: 95 °F DB / 75 °F WB
Return Temperature: 75 °F DB / 62 °F WB

Economizer: 0.17 in. wg.
Heating: 0.26 in. wg.
Cabinet: 0.11 in. wg.
Re-Heat Coil: 0.06 in. wg.
Total: 3.20 in. wg.

Static Pressure

External: 1.75 in. wg.
Evaporator: 0.38 in. wg.
Filters Clean: 0.13 in. wg.
Dirt Allowance: 0.35 in. wg.

Heating Section

PreHeat Type: Std (No Preheat)
Heating Type: Nat. Gas Heat
Heating CFM: 7000
Total Capacity: 432.0 MBH
OA Temp: 0.0 °F DB / 0.0 °F WB
RA Temp: 70.0 °F DB / 52.0 °F WB
Entering Air Temp: 56.0 °F DB / 44.2 °F WB
Leaving Air Temp: 113.2 °F DB / 66.7 °F WB
Input: 540.0 MBH
Heater Qty: 1
Consumption: 540.0 MBH
Total Turndown Ratio: 18:1

Re-Heat Coil:

Capacity: 143 MBH
LA DB / WB: 72.00 °F / 60.16 °F
RH: 50%

Cooling Section

	Gross	Net
Total Capacity:	241.49	224.80 MBH
Sensible Capacity:	192.81	176.13 MBH
Latent Capacity:	48.67 MBH	
Mixed Air Temp:	79.00 °F DB	64.91 °F WB
Entering Air Temp:	79.00 °F DB	64.91 °F WB
Lv Air Temp (Coil):	53.03 °F DB	52.75 °F WB
Lv Air Temp (Unit):	55.21 °F DB	53.66 °F WB
Digital Comp. Capacity Ratio:	100%	
Supply Air Fan:	1 x 245 @ 5.97 BHP	
SA Fan RPM / Width:	1472 / 5.504"	
Evaporator Coil:	19.9 ft ² / 6 Rows / 12 FPI	
Evaporator Face Velocity:	352.4 fpm	

Rating Information

Cooling Capacity (MBH): 238.0
Cooling EER: 12.3
Cooling IEER: 14.8
Rated in accordance with AHRI 340/360

Application EER @ Op. Conditions: 9.8

Electrical Data

Rating: 460/3/60
Unit FLA: 36 / 12
SCCR: 5 KAIC

Minimum Circuit Amp: 40 / 15
Maximum Overcurrent: 50 / 25

	Qty	HP	VAC	Phase	RPM	FLA	RLA
Compressor 1:	1		460	3			16.7
Compressor 2:	1		460	3			16.7
Condenser Fans:	2	0.75	460	3	1080	1.8	
Supply Fan:	1	7.50	460	3	1760	11.0	
Combustion:	2	0.25	460	1	3210	0.9	

Cabinet Sound Power Levels*

Octave Bands:	63	125	250	500	1000	2000	4000	8000
Discharge LW(dB):	91	89	91	96	92	90	85	80
Return LW(dB):	80	79	77	72	71	67	62	53

*Sound power levels are given for informational purposes only. The sound levels are not guaranteed.



24.5" STAR Plenum

2425 South Yukon Ave - Tulsa, Oklahoma 74107-2728 - Ph. (918) 583-2266 Fax (918) 583-6094
AAONEcat62 Ver. 4.305 (SN: 5463216-3MS8V1X7)

JOB INFORMATION:

Job Name: WVANG Summersville
Job Tag: RTU-1, 2, 3, 4 (20-ton Splits)
Rep Firm: 778
Date: 03/23/2021

WHEEL SPECIFICATION:

Max RPM: 2,000
Diameter x Qty: 24.5 in. x 1
Width%: 99
Tip Speed: 9,442 FPM
Inertia: 10 WR²

OPERATING CONDITIONS:

Air Flow: 7,000 CFM
Static Pressure: 3.20 in. Wg.
Plenum DP: 0.00 in. Wg.
Inlet Grill DP: 0.00 in. Wg.
TSP: 3.20 in. Wg.
Site Altitude: 0.00 Ft
TSP @ Sea Level: 3.20 in. Wg.

MOTOR SELECTION:

Rated HP / Bypass: 7.5 / No
Frame Size: 213T
Nominal RPM: 1760
VAC/PH/HZ: 460/3/60
Efficiency: Premium / 0.91
Enclosure Type: ODP
Max Inertial Load: 64 WR²

FAN PERFORMANCE:

RPM: 1472
BHP: 5.97
Efficiency: 59.2%
In/Out Velocity: 2141/2357 FPM
Plenum Out Velocity: 117 FPM

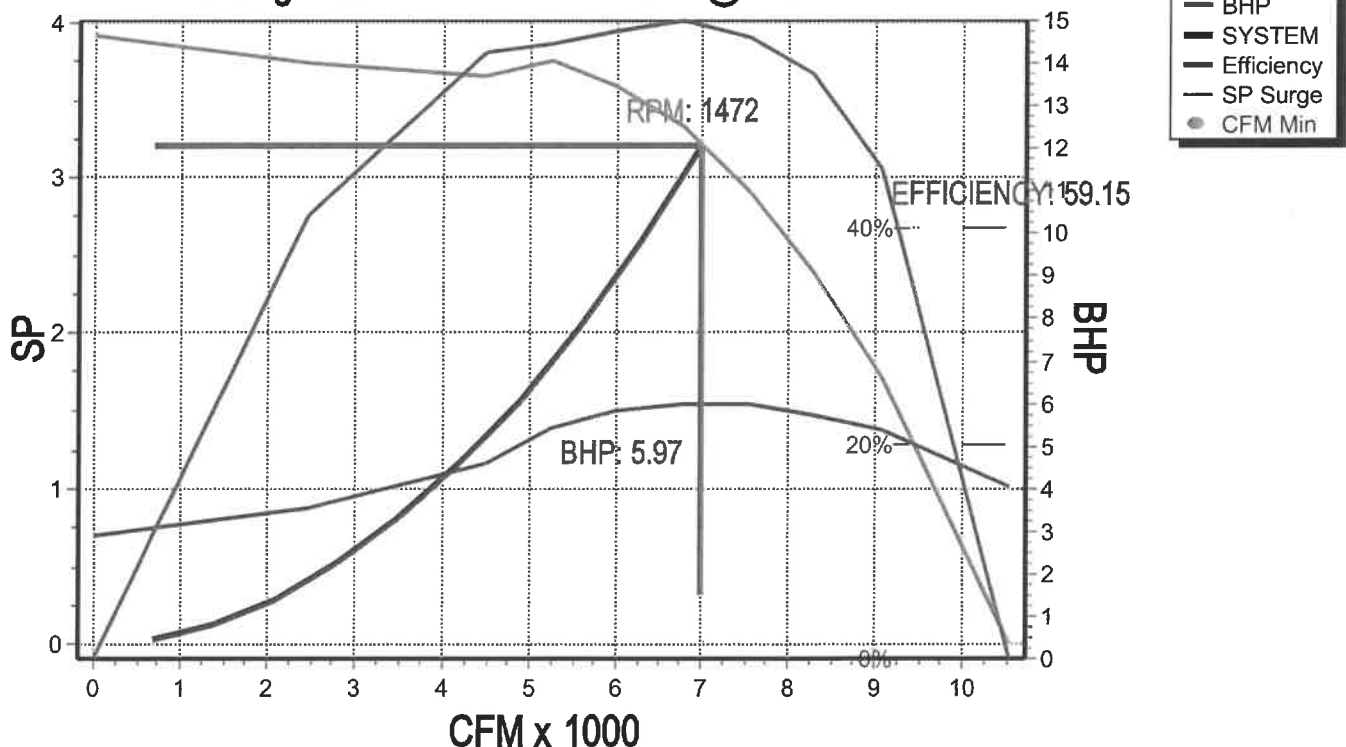
FAN SOUND POWER (Inlet/Outlet):

Octave Band:				(Re 10 ⁻¹² watts)			
1	2	3	4	5	6	7	8
90	89	88	88	86	84	82	79
91	89	91	97	95	93	88	83

SOUND POWER A-Weighted: 93 / 99 dB

Max Duct SP with Blocked Airway: 3.7 in. Wg. @ 1472 rpm

Supply Fan Model: 245 @ 1472 RPM and 99% Width
Design Conditions: 7000 CFM @ 3.20" SP





Control Terminals

2425 South Yukon Ave - Tulsa, Oklahoma 74107-2728 - Ph. (918) 583-2266 Fax (918) 583-6094
AAONEcat32 Ver. 4.305 (SN: 5463216-3MS8V1X7)

1A 1B 1C 1D 2 3 4 5A 5B 5C 6A 6B 6C 7 8 9 10 11 12 13 14A 14B 15 16 17 18 19 20 21 22 23

RN-020-3-0-EB09-3CB:A000-E0B-DDG-00A-0VNAHB5-00-00A00000X

Tag: RTU-1, 2, 3, 4 (20-ton Splits)

Job Name: WVANG Summersville

For:

Job Number: 1

Date:

March 23, 2021

Terminals Available/Required for Controlling the Unit

Terminal	Description
[R]	24VAC Control Voltage
[E]	Common
[G]	Supply Fan Enable + Isolation Relay
[Y1]	Cooling Stage 1 Enable + Isolation Relay
[Y2]	Cooling Stage 2 Enable + Isolation Relay
[DC1-] & [DC1+]	Variable Capacity Compressor 1 (1.44-5VDC) Signal
[SP1-] & [SP1+]	Suction Pressure Sensor - Compressor 1 (0.5-4.5VDC) <i>PN: R07210 - SCALE 0-500 PSI</i>
[W1]	Heating Stage 1 Enable + Isolation Relay
[+] & [-]	Gas Heat Reset Signal (0-10VDC) <i>Resets the supply air setpoint</i>
[EC1-] & [EC2+]	Economizer Signal (2-10VDC)
[S1-] & [S2+]	Supply Fan 1 - w/ 1 VFD: Signal (0-10VDC) <i>VFD frequency reference signal control point must handle a rated 20k ohm input impedance.</i>
[C1] & [C2]	Clogged Filter Switch
[RH1]	Reheat Enable + Isolation Relay <i>Must enable and modulate the digital compressors during dehumidification mode. The control logic needs to set if cooling or dehumidification is priority.</i>
[AH1] & [COM]	Reheat Reset Signal (0-10VDC) <i>Resets the supply air setpoint</i>
[BI1] & [BI2]	Remote Safety Shutdown
[PBO1] & [PBO2]	Phase & Brown Out

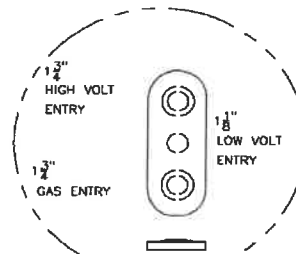
Terminations Found On VFD(s)

Supply Fan VFD(s)	V1000: std 7.5-20HP VFD
[P1] & [PC]	Run Status (5-48VDC, 2-50mA)
[AM] & [AC]	Current Feedback (0-10VDC = 0-100%)
[MA1] & [MC]	Fault Status (NC, 250VAC/30VDC, 1A)

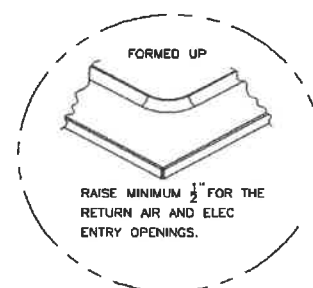
RN SERIES

C - CABINET WITH ECONOMIZER ~ 16-30 TON

CLEARANCES	
LOCATION	• UNIT SIZE • 16 - 30 TON
OUTSIDE AIR (BACK)	48
CONTROLS SIDE (FRONT)	48
LEFT SIDE	6
RIGHT SIDE	60
TOP	UNOBSTRUCTED



DETAIL A

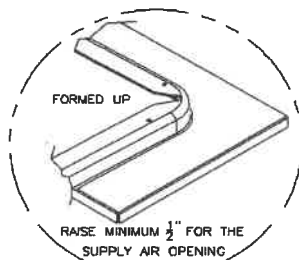


DETAIL B

NUMBER OF CONDENSER FANS

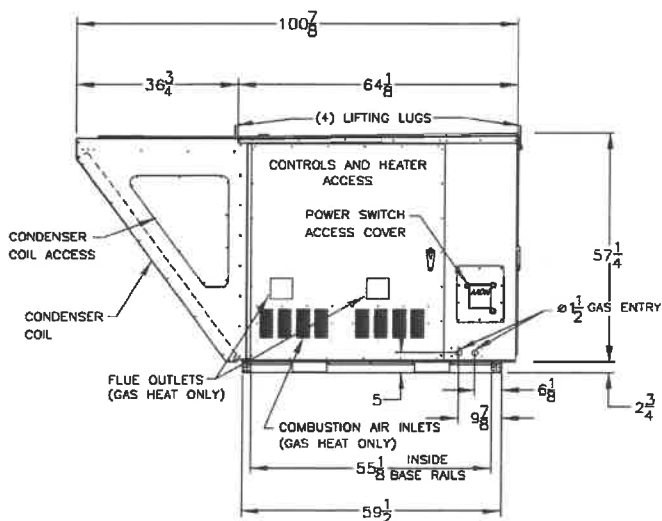
16, 18 & 20 TON - 2 FANS

25 & 30 TON - 3 FANS

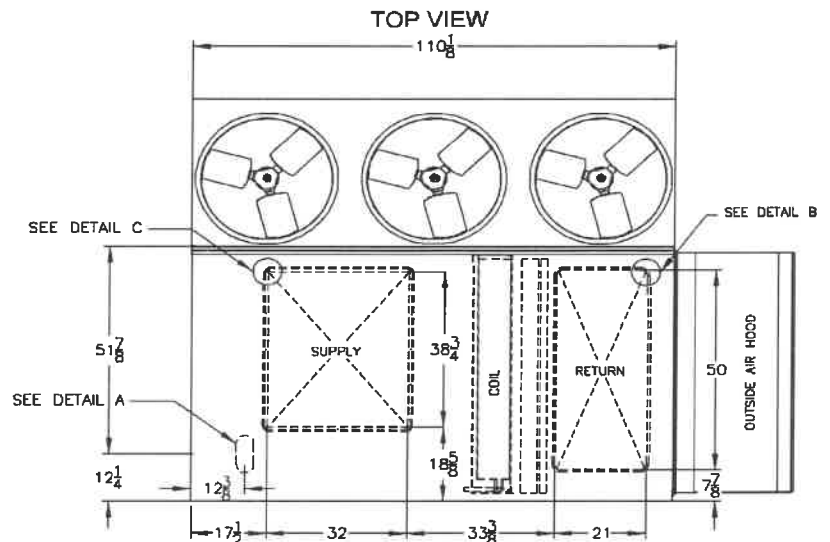


DETAIL C

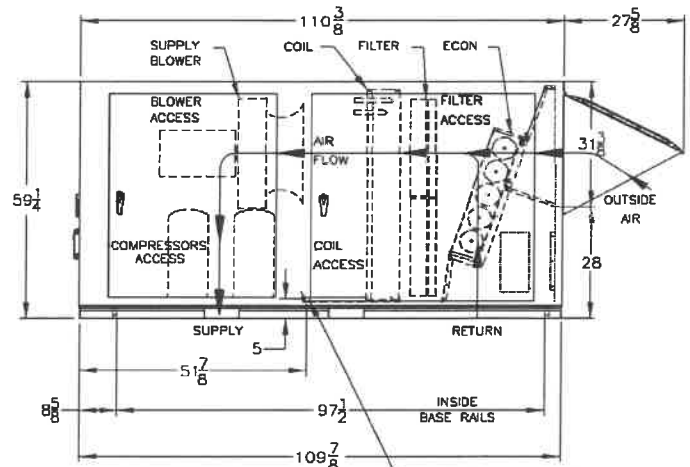
FRONT VIEW



RNC-00002 REV:C 08/20/10 JWC
NOTE: ALL DIMENSIONS ARE IN INCHES



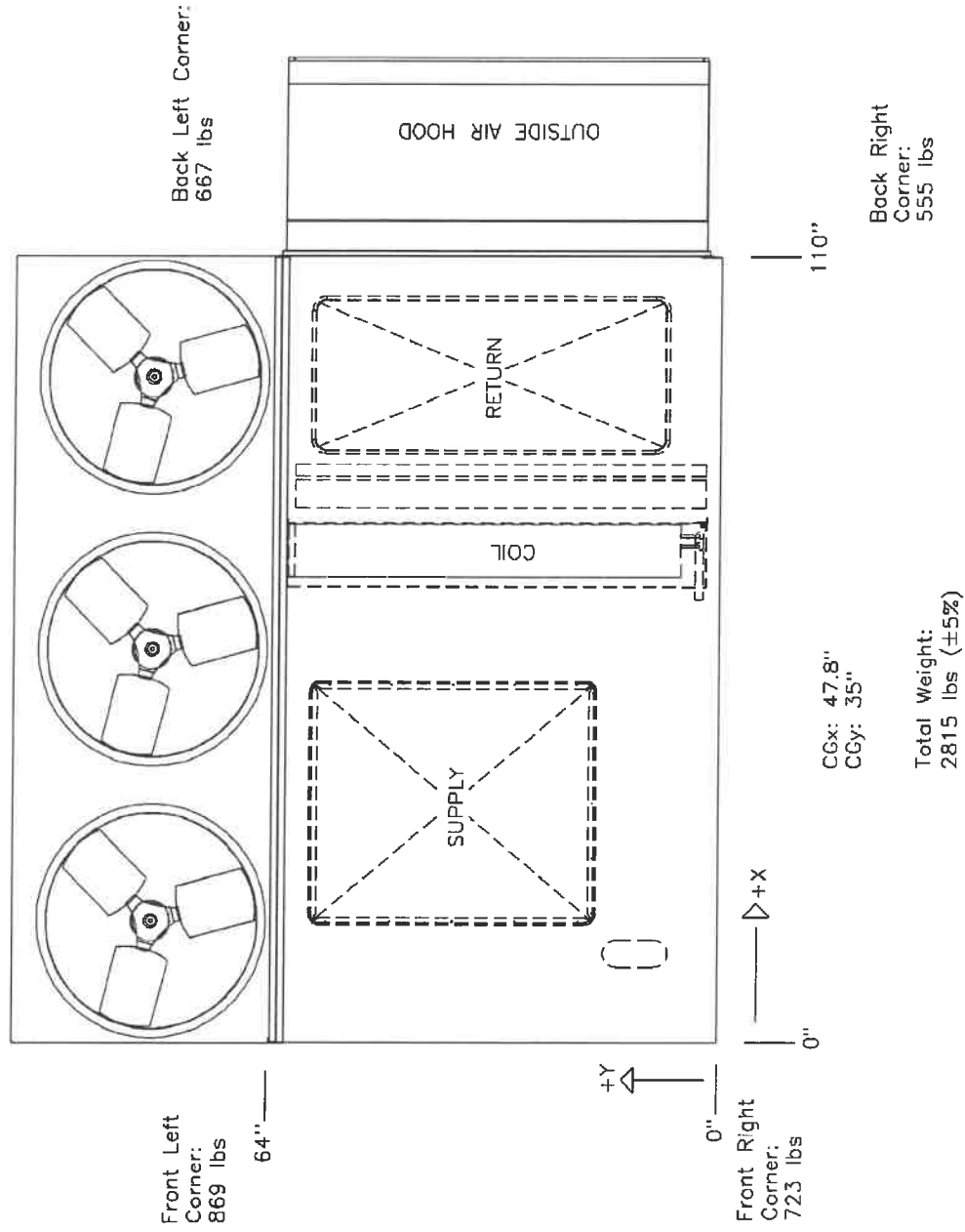
RIGHT SIDE VIEW



RNC CABINET AIR COOLED CONDENSING UNIT

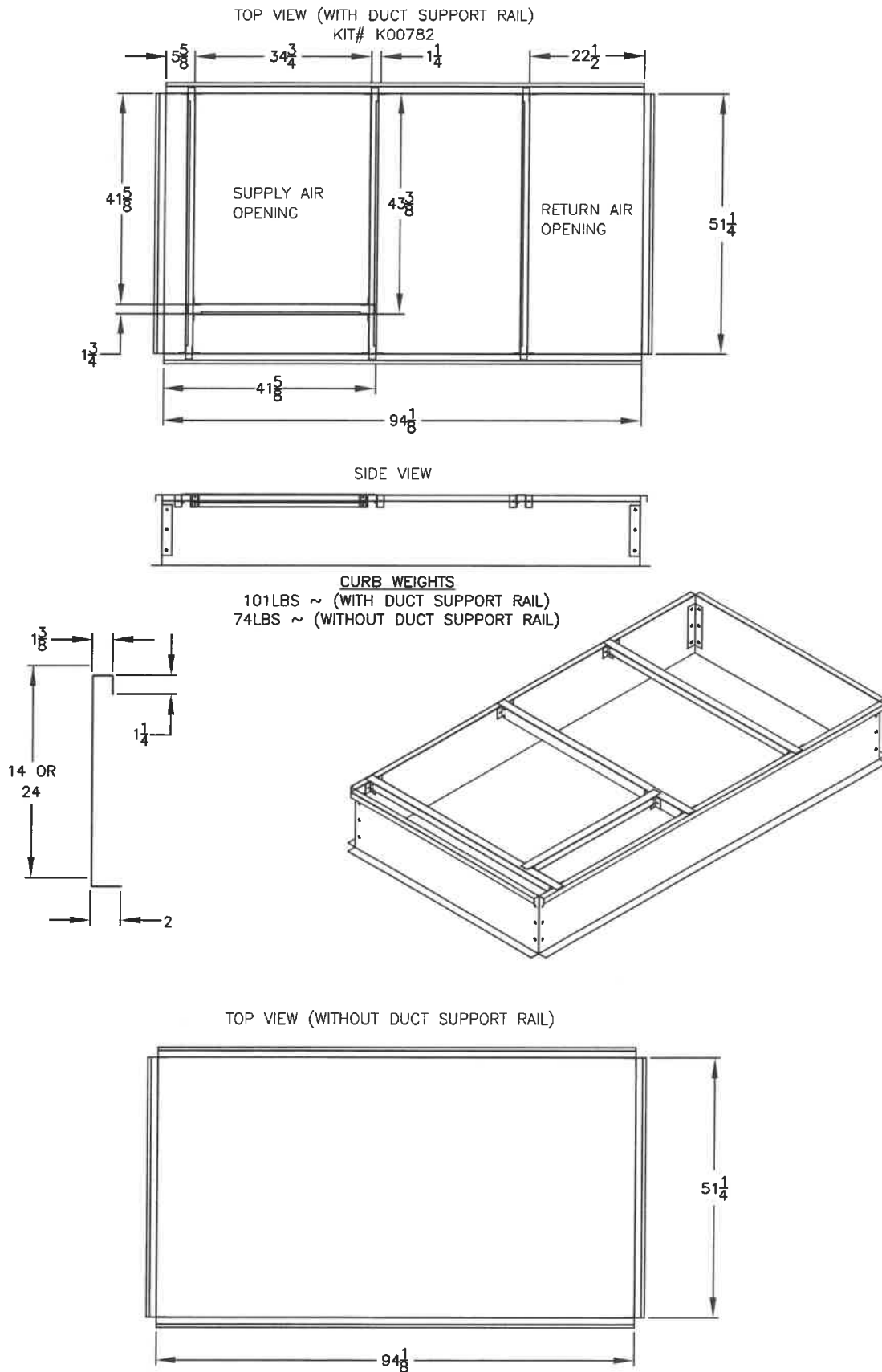
AAON®

RN-020-3-0-EB09-3CB:A000-E0B-DDG-00A-0VNAHB5-00-00A000000X



Disclaimer:
This weight estimate does not account for any SPAs.

RN SERIES
C-CABINET KNOCKDOWN STANDARD AND POWER EXHAUST CURB ~ 16-30 TON





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

State of West Virginia
Centralized Request for Quote

Proc Folder: 908929			Reason for Modification: Addendum No. 2 Specification Clarification
Doc Description: Addendum No. 2 Summersville HVAC Replacement (Construction)			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-02	2021-08-05 13:30	CRFQ 0603 ADJ2200000002	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No. 2

To provide clarification to Specifications
Revise - Exhibit C, see attached documents

Bid opening remains August 5, 2021 at 1:30 pm

No other changes.

INVOICE TO**SHIP TO**ADJUTANT GENERALS
OFFICE
1707 COONSKIN DRSUMMERSVILLE NATIONAL
GUARD ARMORY
3 ARMORY WAYCHARLESTON
US

WV

SUMMERSVILLE
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Summersville HVAC Replacement (Construction)				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

Provide labor, materials, tools, supplies and equipment to replace HVAC equipment at the Summersville Armory per the attached documentation.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid at 10:30 am	2021-07-21
2	Technical Questions due at 10:00 am	2021-07-29

SOLICITATION NUMBER: CRFQ ADJ2200000002

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ ADJ2100000002 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

1. **To provide clarification to specification. Revise – Exhibit C, see attached**
2. **Bid opening remains August 5, 2021 at 1:30 pm**
3. **No other changes.**

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Addendum No. 2- CRFQ 0603 ADJ2200000002-CLARIFICATIONS
Summersville HVAC Replacement (Construction)

1. REVISE- Exhibit C-Summersville Armory HVAC Replacement to ADD- Current electrical feeder TAPS to existing condensing units are #8 thhn wire. This needs to be upgraded to #6 size wire to be National Electrical Code (NEC) compliant.



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

State of West Virginia
Centralized Request for Quote

Proc Folder:	908929	Reason for Modification:	
Doc Description:	Addendum No. 1 Summersville HVAC Replacement (Construction)	Addendum No. 1	
Proc Type:	Central Purchase Order		
Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-21	2021-08-05 13:30	CRFQ 0603 ADJ2200000002	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor
Signature X

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No. 1

To provide pre-bid sign in sheet, see attached pages

To move technical questions deadline to July 29, 2021 at 10:00 am

To move bid opening to August 5, 2021 at 1:30 pm

No other changes.

INVOICE TOADJUTANT GENERALS
OFFICE
1707 COONSKIN DRCHARLESTON WV
US**SHIP TO**SUMMERSVILLE NATIONAL
GUARD ARMORY
3 ARMORY WAYSUMMERSVILLE WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Summersville HVAC Replacement (Construction)				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

Provide labor, materials, tools, supplies and equipment to replace HVAC equipment at the Summersville Armory per the attached documentation.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid at 10:30 am	2021-07-21
2	Technical Questions due at 10:00 am	2021-07-29

	Document Phase	Document Description	Page 3
ADJ2200000002	Draft	Addendum No. 1 Summersville HVAC Replacement (Construction)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: ADJ22*02
Addendum Number: No. 1

The purpose of this addendum is to modify the solicitation identified as ("ADJ22*02") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

1. To post pre-bid sign in sheets
2. To extend question due date to July 29, 2021 at 10:30 am
3. To move bid opening date and time to August 5, 2021 at 1:30 pm

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Pre-Bid Sign-In Sheet

Solicitation Number: ADJ2200000002

Date of Pre-Bid Meeting: July 21, 2021

Location of Prebid Meeting: Summersville Armory

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Dso Mechanical	M. McLaughlin	515 Third Ave So. Charleston WV 25303	304-744-8479	304-744-8491	mclaughlin@dsomech.com
Gonday Enterprises LLC	Adam Martin	138 Oakwood RD Charleston WV 25314	304-437-1974		Gonday138@gmail.com
CASTO TECHNICAL	MATT RIVENBARK	540 LEON SULLIVAN WAY CHARLESTON WV 25301	304-346-0549	304-346-8920	MATT@RIVENBARK.COM
DOUGHERTY COMPANY, INC.	NAT WARNER	507th ST, SE CHARLESTON, WV	304-925-6664		natwarner@doughertyco.com
Bowell Inc	CARL ALLEN	414 Morganstown Pike Bellevue WV 26250	304-621-7494		allen@bowellinc.com CARL.ALLEN@BowellInc.com
CFMO	Craig Welch		304-543-2230		

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: ADJ2200000002

Date of Pre-Bid Meeting: July 21, 2021

Location of Prebid Meeting: Summersville Armory

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
FMO	Chad Tiller	FMO	304 657 9413		chadtiller_304@hotmail.com
Tobey Kary	Chris Hess	4640 Campbells Rd Pittsburg PA 15205	412 736-5582		Chrishess@tobeykary.com
Nitro Construction Serv	Mike Hatfield	4300 Foot Ave Nitro WV 25143	304-204-1555		mhatfield@nitrocs.com
Pennington Plumbing Heating	Allen Jones	301 A George St. Beckley, WV 25801	304-252-7529		allenj@pplhv.com
CFMO	Kenneth Gordon	FMO	—		—
CFMO	Jim Skaggs		304-561-6558		—

*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: ADJ2200000002

Date of Pre-Bid Meeting: July 21, 2021

Location of Prebid Meeting: Summersville Armory

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Alpha Mechanical	John Jennings	401 27th St. Dunkin, WV 25064	(304) 550-5289		john.jennings@amgervice.com
Rich's Ref.	Chase Oney	2285 Airport Rd. Sutton	304-765-3833		richs@richsac.com
WV Military Authority	Dean Wingerd	1707 Coonskin Drive Charleston WV 25311	304-561-6620		

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

DSO Mechanical LLC

Mike Laughlin
Estimator

515 3rd Avenue
PO Box 8482
South Charleston, WV 25303

Phone (304) 744-8479
Fax (304) 744-8491
Cell (304) 380-6197
mlaughlin@dsomech.com



Tobey-Karg Sales Agency

Christopher Hess
Sales Engineer

4640 Campbells Run Road
Pittsburgh, PA 15205
(412) 787-3899 Ph
(412) 787-8878 Fax
chrishess@tobeykarg.com
www.tobeykarg.com

Chase Oney

Phone:
304-765-5833
Fax:
304-765-2063



TRANE

richs@richsac.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0603 ADJ00000002

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:

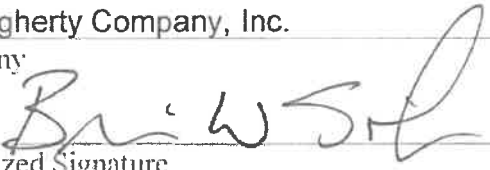
(Check the box next to each addendum received)

- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Dougherty Company, Inc.
Company


Authorized Signature

8/05/2021
Date

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

Exhibit A – CRFQ ADJ22*02

Pricing Page

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE FOR THE REPLACEMENT OF 4 HVAC ROOFTOP UNITS INCLUDING ALL ELECTRICAL & PLUMBING WORK:

SUMMERSVILLE NATIONAL GUARD ARMORY
3 ARMORY WAY, SUMMERSVILLE, WV 26651

The undersigned, hereafter called the Vendor, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

VENDOR COMPANY NAME: Dougherty Company, Inc.

VENDOR ADDRESS: P.O. Box 1828
600 - 50th Street, SE
Charleston, WV 25327

TELEPHONE: (304)925-6664

FAX NUMBER: (304)925-4280

E-MAIL ADDRESS: briansmith@doughertyco.com

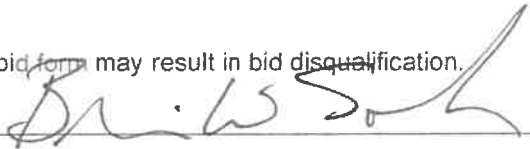
CONTRACT TOTAL BID AMOUNT: COST: REPLACEMENT OF 4 HVAC ROOFTOP UNITS
INCLUDING ALL ELECTRICAL AND PLUMBING WORK: **at Summersville Armory facility,**
Summersville, WV.

Three hundred eighty-nine thousand Dollars

(\$ 389,000.00)

(Contract bid to be written in words and numbers.)

Failure to use this bid form may result in bid disqualification.

SIGNATURE:  DATE: 8/05/2021

NAME: Brian W. Smith
(Please Print)

TITLE: President

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 300 Summers Street, Suite #650 Charleston, WV 25301 304 346-0806		CONTACT NAME: Janet Poling PHONE (A/C, No, Ext): 304 346-0806 FAX (A/C, No): 8887513002 E-MAIL ADDRESS: jpoling@mcgriff.com																						
INSURED Dougherty Company, Inc. P O Box 1828 Charleston, WV 25327		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Westfield National Insurance Company</td> <td>24120</td> </tr> <tr> <td>INSURER B :</td> <td>Brickstreet Mutual Insurance Company</td> <td>12372</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Westfield National Insurance Company	24120	INSURER B :	Brickstreet Mutual Insurance Company	12372	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A :	Westfield National Insurance Company	24120																						
INSURER B :	Brickstreet Mutual Insurance Company	12372																						
INSURER C :																								
INSURER D :																								
INSURER E :																								
INSURER F :																								

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	CMM3507939	05/01/2021	05/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	X	X	CMM3507939	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	CMM3507939	05/01/2021	05/01/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	WCB1019291 Includes Employers 23-4-2	05/01/2021 WV Broad Liability of WV	05/01/2022 Form Section Code	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CRFQ ADJ22*02 - Summersville HVAC; PF: 908929

The State of West Virginia is included as an Additional Insured with a Waiver of Subrogation on the General Liability and Automobile Liability sections of the policies are required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

West Virginia Army National Guard
 1707 Coonskin Drive
 Charleston, WV 25311

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregory T. Gordon

© 1988-2015 ACORD CORPORATION. All rights reserved.