

BID FORM

DATED: JANUARY 29, 2010

(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address) MURRAY SHEET METAL CO INC
3112 7TH STREET PARKERSBURG, WV 26104
WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 000006

SUBMITTED TO: State of West Virginia
Department Of Administration
Purchasing Division

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

ROOF AND HVAC REPLACEMENT FOR NORTHERN REGIONAL JAIL MOUNDSVILLE, WEST VIRGINIA

all in accordance with the drawings and specifications as prepared by ZMM, Inc., 222 Lee Street West, Charleston, West Virginia 25302, as follows:

TOTAL BASE BID:

For the sum of: _____

(\$ 1,995,270.00)

ALTERNATES:

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

Alternate Bid No. 1 - Perform all HVAC work at the Prison Industries Building as indicated on Drawings and as specified.

ADD the sum of: _____

(\$ 199,260)

UNIT PRICES:

The contract sum shall be subject to the following Unit Prices for quantities which may be increased from the stated allowance. These Unit Prices include all materials, shipping, installation, tax, and contractor markup. Unit Prices may be stipulated in figures only.

Unit Price No. 1 – New Roof Ballast

Base Bid is to include an allowance to provide 60 tons of new gravel ballast as specified.

For new gravel ballast in excess of the stated allowance:

ADD \$ 88.00 /Ton

Unit Price No. 2 – New Concrete Walkway Pavers

Base Bid is to include an allowance for 600 linear feet of new concrete walkway pavers as specified.

For additional concrete walkway pads in excess of the stated allowance:

ADD \$ 11.50 /Linear Foot

Unit Price No. 3 – New Galvanized Metal Cleats For Re-Installation of Existing Metal Coping

Base Bid is to include an allowance for the replacement of 670 Galvanized Metal Cleats as specified.

For additional Galvanized Metal Cleats in excess of the stated allowance:

ADD \$ 12.00 /Metal Cleat

Unit Price No. 4 – New Roof Insulation

For replacement of existing roof insulation with new roof insulation as specified:

ADD \$ 138.00 /Cubic Foot

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than **5:00 PM, May 7, 2010**. The Bidder understands that the Owner may retain a sum as set forth in Article 9, Paragraph 9.11 - "Liquidated Damages," of the Supplementary Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, such sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty.

Accompanying this proposal is a bid bond in the amount of ONE HUNDRED NINE THOUSAND TWO HUNDRED TWENTY SIX DOLLARS (\$ 109,226.50), payable to the Owner, which it is agreed shall be retained as liquidated damages by the Owner if the undersigned fails to execute a contract in conformance with the Form of Contract, and to furnish a Surety Company Bond in a penal sum equal to at least the full contract sum with ten (10) days after notification of award of the contract to the undersigned.

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

Bidder acknowledges receipt of the following addenda: (Please list by number and date)

<u>ADDENDUM #1</u>	<u>12-28-09</u>
<u>ADDENDUM #2</u>	<u>1-21-10</u>

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

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner.

Liquidated damages will be assigned at the rate of \$500 per day for every calendar day, beyond the time period stated herein, that the work of this contract remains incomplete.

THE CONTRACT AMOUNT STATED ABOVE INCLUDES ALL APPLICABLE SALES TAXES, EXCISE AND OTHER TAXES FOR MATERIALS AND APPLIANCES SUBJECT TO AND UPON WHICH TAXES ARE LEVIED.

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

SIGNATURE OF BIDDER:

Firm: MURRAY SHEET METAL CO INC

By: 

Address: 3112 7TH STREET

Title: MANAGER

Address: PARKERSBURG, WV 26104

Phone: 304-422-5431

END OF BID FORM

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number:
WV000006

Classification:

GENERAL BUILDING
GENERAL ENGINEERING
HEATING, VENTILATING & COOLING
PIPING
PLUMBING
ROOFING

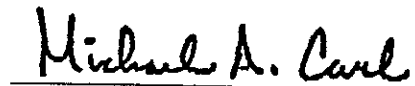
MURRAYS SHEET METAL CO INC
DBA MURRAYS SHEET METAL CO INC
3112-7TH STREET
PARKERSBURG, WV 26101-3846

Date Issued

Expiration Date

JANUARY 22, 2009	JANUARY 22, 2010
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Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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



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

STATE OF WEST VIRGINIA

COUNTY OF WOOD, TO-WIT:

I, RANDALL ROGERS, after being first duly sworn, depose and state as follows:

- 1. I am an employee of MURRAY SHEET METAL CO INC; and,
(Company Name)
- 2. I do hereby attest that MURRAY SHEET METAL CO INC
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

MURRAY SHEET METAL CO INC

(Company Name)

By: *Randall K. Rogers*

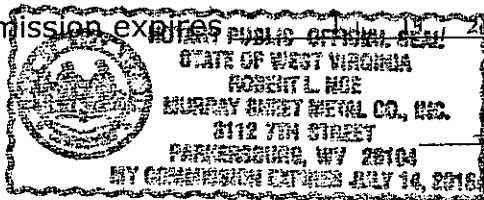
Title: GENERAL MANAGER

Date: JANUARY 28, 2010

Taken, subscribed and sworn to before me this 28th day of January.

By Commission Expires _____

(Seal)



Robert L. Noe

(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: MURRAY SHEET METAL CO INC

Authorized Signature: *Danall K. Rojer* Date: 1/28/10

State of WEST VIRGINIA

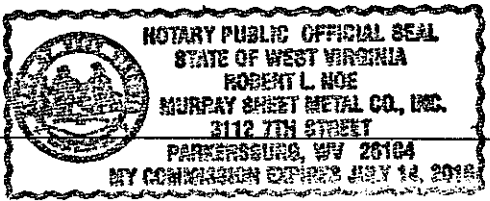
County of WOOD, to-wit:

Taken, subscribed, and sworn to before me this 28th day of January, 20 10.

My Commission expires July 14, 20 16.

AFFIX SEAL HERE

NOTARY PUBLIC *Robert L. Noe*

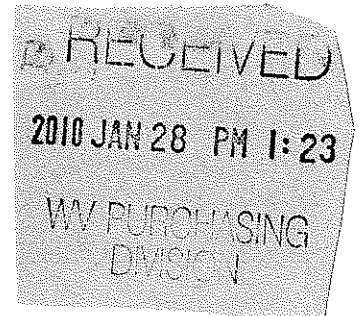


**Wells Fargo Insurance Services
of West Virginia, Inc.
Construction**



BID RESULT FORM

Contractor: Murray Sheet Metal Company
 Owner: Wet Virginia Purchasing Division
 Project Name: Roof and HVAC Replacement, Northern Regional Jail
 Estimate: \$2 Million***
 Date: January 28th, 2010



*****THIS BOND WAS NOT FORMALLY APPROVED AT THE TIME OF MAILING. PLEASE CONTACT OUR OFFICE BEFORE SUBMITTING. THANKS.**

	<u>NAME</u>	<u>AMOUNT</u>
LOW BIDDER	_____	\$ _____
2nd BIDDER	_____	\$ _____
3rd BIDDER	_____	\$ _____
If not one of the three (3) top bidders, your bid was No. _____		\$ _____

Please email to: donna price@wellsfargo.com

or Fax to: (304) 347-0687

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Murray Sheet Metal Co., Inc.
of 3112 Seventh Street, Parkersburg, WV 26104, as Principal, and Ohio Farmers Insurance Company
of One Park Circle, Westfield Center, OH 44251, a corporation organized and existing under the laws of the State of
Ohio with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of Amount Bid (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Roof and HVAC Replacement for Northern Regional Jail, Moundsville, West Virginia.

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers. this
28th day of January, 2010

Principal Corporate Seal

Murray Sheet Metal Co., Inc.
(Name of Principal)
By: [Signature]
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: [Signature]
Donna J. Price Attorney-in-Fact
Licensed West Virginia Resident Agent