

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

Solicitation

NUMBER

PAGE

DEFK14019

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE

304-558-2544

HZDOR

PLEASANT AIR HEATING & COOLING, INC. 5200 Emerson Ave. Parkersburg, WV 26101 (304)428-5799 (304)684-2323 WV009708

DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 1301 RICHLAND AVENUE To

WHEELING, WV 26003

341-6368

DATE PRINTED 12/11/2013 BID OPENING DATE: 01/16/2014 BID OPENING TIME 1:30PM CAT. QUANTITY ITEM NUMBER UNIT PRICE AMOUNT LINE NO LEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 01/03/2014 AT 11:00 AM AT THE WVANG-HELICOPTER HANGAR AAFS#2 LOCATED AT 538 GIRTYS POINT ROAD WHEELING, WV 26003 ************ THE DRUG-FREE WORKPLACE AFFIDAVIT AND PLEASE NOTE: BID BOND ARE REQUIRED WITH BID SUBMISSION. 48887°0 d001 968-42 JB 7 REPLACE INFRARED HEAT SYSTEM 01/16/14 01:02:14PM West Virginia Purchasing Division THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV NATIONAL GUARD, DIVISION OF ENGINEERING AND FACILITIES, IS SOLICITING BIDS TO REPLACE THE INFRARED HEAT SYSTEM AT THE WVANG-HELICOPTER HANGAR AASF#2 LOCATED AT 538 GIRTYS POINT ROAD WHEELING, WV 26003, PER THE ATTACHED SPECIFICATIONS. ATTACHMENTS INCLUDE: INSTRUCTIONS TO VENDORS SUBMITTING BIDS 1 2 GENERAL TERMS AND CONDITIONS ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION 3 CONTRACTS ONLY) DEFK14019 SPECIFICATIONS SIGNATURE -14-14 ADDRESS CHANGES TO BE NOTED ABOVE 550699312

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR' WV CONT. LIC# WV 009708



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Department of Administration
Purchasing Division
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Post Office Box 50130 Charleston, WV 25305-0130

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TARA LYLE

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DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 1301 RICHLAND AVENUE

WHEELING, WV 26003

341-6368

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED 12/11/2013

RFQ COPY

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WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

TITLE

RFQ # DEFK14019

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO DEMOLISH AND REMOVE EXISTING INFRARED HEATING SYSTEM IN THE HELICOPTER HANGAR OF THE WHEELING NATIONAL GUARD AASF#2 AND REPLACE WITH NEW INFRARED HEATING SYSTEM AND ACCESSORIES AS SPECIFIED

BID FORM

The undersigned, hereafter called the Bidder, 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

BIDDERS COMPANY NAME: PLEASANT AIR HTG+CLG INC

VENDOR ADDRESS:	5200 EMERSON AVE
	PARKERSBURG, WU ZLOIOH
TELEPHONE:	304-428-5799
FAX NUMBER:	304-485-7601
E-MAIL ADDRESS:	PLEASANTAIR@ HOTMAIL. COM
WV CONTRACTOR'S LICENSE NO.	WV 009708
OVERALL TOTAL	COST:
FORTY-ET	GAT THOUSAND, EIGHT HUNDRAD, EIGHTY-SEVENY
(\$ 48,88	7 00 ***(Contract bid to be written in words and numbers.)
,	
specifications for the lo Virginia Code, the OWI to reject any and all bid by other data required	warded to the Vendor that provides the Contract Items meeting the required west overall total cost. Bidder understands that to the extent allowed by the West NER reserves the right to waive any informality or irregularity in any bid, or bids, and is in whole or in part; to reject a bid not accompanied by the required bid security or by the bidding documents; to reject any conditions of the bid by the Bidder that is any ne requirements, terms, and conditions of the bidding documents; or to reject a bid inplete or irregular.
Failure to use this bid f	orm may result in bid disqualification.
SIGNATURE:	Kolin K Culhe DATE: 1-14-14
NAME:	(Please Print)
TITLE:	Pross.

REQUEST FOR QUOTATION DEFK14019- WVANG Helicopter Hangar AASF#2 Infrared Heat System Project Wheeling, WV

SPECIFICATIONS

 PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Army National Guard's Division of Engineering and Facilities to establish a contract for the one time purchase of labor, materials, and all associated costs to install a new infrared heating system at the WVANG Helicopter Hanger AASF#2 at 538 Girtys Point Road, Wheeling, WV 26003.

The project consists of demolition, removal, and disposal of the existing nonoperational infrared heating system. Vendor is to provide and install new infrared heating system and accessories per the enclosed drawings and specifications.

- 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.
 - 2.1 "Contract Item" means the provision of all labor, materials and associated costs to install new infrared heating system at the WVANG Helicopter Hanger AASF#2 in Wheeling, WV, per the scope of work and the specifications and drawings contained herein.
 - 2.2"Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3"RFQ" means the official request for quotation published by the Purchasing Division and identified as **DEFK14019**.

3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Labor, materials, and all associated costs to install new infrared heat system at WVANG Helicopter Hangar AASF#2 in Wheeling, WV.

REQUEST FOR QUOTATION DEFK14019- WVANG Helicopter Hangar AASF#2 Infrared Heat System Project Wheeling, WV

- **3.1.1.1** Contractor must remove and properly dispose of existing non-operational heating system and accessories.
- **3.1.1.2** Contractor must provide all necessary equipment lifts and materials to remove old system and install new system.
- 3.1.1.3 Contractor must install a complete and operational infrared heat system consisting of all required HVAC components, hangers and supports, piping, insulation, motors, electric power boxes, raceways, conduits, grounding, bonding, and system component identifications as required by the drawings and specifications.
- 3.1.1.4 Contractor must make all required adjustments to the finished installed heating system and conduct a start-up procedure tutorial with the owner in accordance with the quality assurance sections of the specifications.

4. CONTRACT AWARD:

- 4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Page: Vendor should complete the Pricing Page by completing the attached bid form. Vendor is to submit a lump sum price inclusive of all labor, materials, and associated costs to complete the project as designed and specified. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

REQUEST FOR QUOTATION DEFK14019- WVANG Helicopter Hangar AASF#2 Infrared Heat System Project Wheeling, WV

5. PAYMENT:

5.1Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Vendor may invoice 50% when materials are delivered at the work site. Vendor may invoice 40% upon completion of work. A 10% retainage will be paid upon receipt of the warranty.

The project is to be completed in 30 calendar days after issuance of notice to proceed.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:_	Pleasant	Air	Heating	and	Cooling FMU.
Contractor's License	No. WYOO	1708			

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

- 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 at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
 - **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 may 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.

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:

RFQ No. DEFK14019

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

WITNESS THE FOLLOWING SIGNATURE:

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
WILLIAM L. YERKES
PLEASANT AIR HTG. & CLG. INC.
PARKERSBURG, WV 26101
MY COMMISSION EXPIRES APRIL 29, 2018

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

Vendor's Name: PLEASANT AIR MTG. +ELG. INC
Authorized Signature: Date: 1-14-14
ROBINK CRUMERKER
State of WU
County of WOod , to-wit:
Taken, subscribed, and sworn to before me this H day of January, 2014.
My Commission expires April 29 , 2018.
AFFIX SEAL HERE NOTARY PUBLIC WILL SHE
Purchasing Affidavit (Revised 07/01/2012



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, ROBIN K. CRYMBAKIR after being first duly sworn, depose and state as follows:
1. I am an employee of PLEASANT AIR ; and, (Company Name)
2. I do hereby attest that PLEASANT AIR (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D.
The above statements are sworn to under the penalty of perjury.
By: Dolo K Chimesoken Title: PRESIDENT
Company Name: PLEASANT AIR HIGHCLEIN
Date: 1-14-14
Taken, subscribed and sworn to before me this 4 day of January, 2014.
By Commission expires April 29, 2018
OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARRY PUBLIC WILLIAM L. YERKES PLEASANT AIR HTG. & CLG. INC. PARKERSBURG, WV 28101 MY COMMISSION EXPIRES APRIL 29, 2018
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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

PLIEASANT AM HEATING+ COOLING, INC
(Company)
Sphi X. Cinethe
(Authorized Signature)
,
ROBINK. CONMERSKER PRES
(Representative Name, Title)
304-428-5799 304-485-7601
(Phone Number) (Fax Number)
(1 un I unitot)
1-14-14
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DEFK14019

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:						
(Chec	k th	e bo	x next to each addendum rece	ive	d)	
	[(1	Addendum No. 1	L	1	Addendum No. 6
	I]	Addendum No. 2	[]	Addendum No. 7
	1]	Addendum No. 3	[]	Addendum No. 8
	[]	Addendum No. 4	[]	Addendum No. 9
]]	Addendum No. 5	[]	Addendum No. 10

Addandum Numbana Dagaireada

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

Company

Com

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

CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS. that we PLEASANT AIR HEATING AND COOLING

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto West Virginia Army National Guard

as Obligee, hereinafter called the Obligee, in the sum of 5% of bid

Dollars (\$5% of bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Witness)

Install Radiant Tube Heaters

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16 day of January, 2014		
	PLEASANT AIR HEATING AND COOLING	
Keslie Noland	(Principal) (Sea	l)
(Witness)	By: Colin Culh Pres	g
	(Ti	tle)
	THE CINCINNATI INSURANCE COMPANY	
	(Surety) ₄ (Seal	1

Printed in cooperation with the American Institute of Architects (AIA), by The Cincinnati Insurance Company who vouches that the language in this document conforms exactly to the language used in AIA Document A310, February 1970 ED.

By: Mar C

Attorney-in-Fact

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Vance Bunn, Steven P Thompson, Sharon D Boyles, Randall E Kerns, Nancy J Ferren, Michael W Mason, Mark E Sturm, Lisa M McGuire, Kristine D Mills, Kathy Marcum, Jeffrey L Hood, Emily Bolliger, Carla J Dobbins,

of Bridgeport, WV

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Eight Million Dollars and 00/100 (\$8,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

STATE OF OHIO COUNTY OF BUTLER THE CINCINNATI INSURANCE COMPANY

Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this

day of 1-16-14

) ss:

BN-1005 (5/12)

CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS. that we PLEASANT AIR HEATING AND COOLING

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto West Virginia Army National Guard as Obligee, hereinafter called the Obligee, in the sum of 5% of bid Dollars (\$5% of bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has submitted a bid for Install Radiant Tube Heaters NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

),

Signed and sealed this 16 day of January, 2014 PLEASANT AIR HEATING AND COOLING Leslie Noland
(Witness) (Principal) (Seal) THE CINCINNATI INSURANCE COMPANY (Seal (Witness) Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA), by The Cincinnati Insurance Company who vouches that the language in this document conforms exactly to the language used in AIA Document A310, February 1970 ED.

Fairfield, Ohio

POWER OF ATTORNEY

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of Bridgeport, WV

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Eight Million Dollars and 00/100 (\$8,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

STATE OF OHIO COUNTY OF BUTLER THE CINCINNATI INSURANCE COMPANY

Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

> MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date. Section 147,03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this

day of 1-16-14

) ss:

Assistant Secretary

BN-1005 (5/12)