

**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.

Steers Heating & Cooling Inc.  
(Company)

Bruce Bolden  
(Authorized Signature)

Bruce Bolden, President  
(Representative Name, Title)

304-422-8336                      304-422-8440  
(Phone Number)                      (Fax Number)

6/9/14  
(Date)

**Blennerhassett Island State Park-DNR214127  
Museum HVAC Repairs  
Parkersburg, WV  
DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL 1**

Name of Bidder:

Steers Heating & Cooling Inc.

Address of Bidder:

3311 Dudley Ave.  
Parkersburg, WV 26104

Phone Number of Bidder:

304-422-8446

WV Contractors License No.

WV #005278

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**BASE BID:**

The project generally consists of repairing/replacing the existing Museum HVAC system per the Bidding Documents.

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents,  
**written in numbers.**

\$ 241,443.00

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents,  
**written in words.**

Two Hundred Forty One Thousand  
Four Hundred Forty Three & no/100

**UNIT PRICES:**

There are no unit prices requested with this bid.

**Blennerhassett Island State Park  
Museum HVAC Repairs  
Parkersburg, WV  
DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL 2**

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The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

**PROGRESS PAYMENTS** – The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under the contract has been complete and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.



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, Bruce Bolden, after being first duly sworn, depose and state as follows:

1. I am an employee of Steers Heating & Cooling Inc.; and,  
(Company Name)
2. I do hereby attest that Steers Heating & Cooling Inc.  
(Company Name)

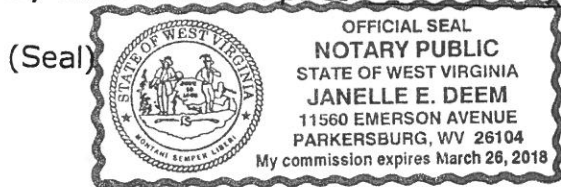
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

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

By: Bruce Bolden  
 Title: President  
 Company Name: Steers Heating & Cooling Inc.  
 Date: 6/9/14

Taken, subscribed and sworn to before me this 9th day of June, 2014.

By Commission expires March 26, 2018



Janelle E. Deem  
 (Notary Public)

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Steers Heating & Cooling Inc.

Authorized Signature: *Brian Baldwin* Date: 6/9/14

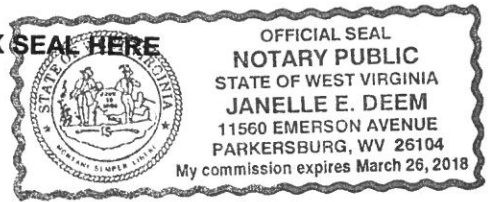
State of West Virginia

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 9<sup>th</sup> day of June, 2014.

My Commission expires March 26, 2018.

AFFIX SEAL HERE



NOTARY PUBLIC

*Janelle E. Deem*

Purchasing Affidavit (Revised 07/01/2012)

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

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

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

**Addendum Numbers Received:**

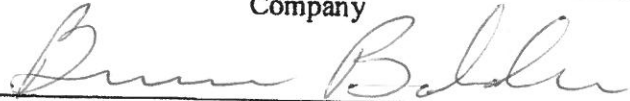
(Check the box next to each addendum received)

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

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

Steers Heating & Cooling Inc.

Company



Authorized Signature

6-9-14

Date

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Steers Heating & Cooling, Inc.  
of 3311 Dudley Ave., Parkersburg, WV 26104, as Principal, and Western Surety Company  
of Sioux Falls, SD, a corporation organized and existing under the laws of the State of SD  
SD with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ 5% of Amount of Bid) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
WVU Department of Natural Resources, Blennerhassett Island State Park Museum  
HVAC Repairs, Parkersburg, WV 26101

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 29<sup>th</sup> day of May, 20 14.

Principal Seal

Steers Heating & Cooling, Inc.

(Name of Principal)

By *Brian Balkin*

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

President

(Title)

Surety Seal

Western Surety Company

(Name of Surety)

*Irene M. Burnhouse*  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John R Padden III, John R. Padden, David C Padden, Irlene N Barnhouse, Glenna M Schott, Katherine Sue Mc Vey, Debra Lucas, Individually**

of Parkersburg, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of October, 2012.



WESTERN SURETY COMPANY

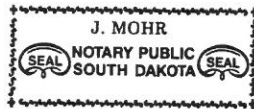
*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of May, 2014.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

**Number:**

WV005278

**Classification:**

ELECTRICAL  
GENERAL BUILDING  
HEATING, VENTILATING & COOLING  
MULTIFAMILY  
PIPING  
PLUMBING  
RESIDENTIAL  
STEEL ERECTION  
ROOFING

SPECIALTY

STEERS HEATING & COOLING COMPANY IN  
DBA STEERS HEATING & COOLING COMPANY IN  
3311 DUDLEY AVENUE  
PARKERSBURG, WV 26101

**Date Issued**

**Expiration Date**

SEPTEMBER 18, 2013

SEPTEMBER 18, 2014

*E. Bruce Hardman*

Authorized Company Signature

*Michael A. Carl*

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.