



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 480169

Doc Description: Addendum #3 Dunbar Armory HVAC Renovations

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2018-08-30	2018-09-05 13:30:00	CRFQ 0603 ADJ1900000002	4

BID RECEIVING LOCATION

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

VENDOR


Vendor Name, Address and Telephone Number:

Dougherty Company, Inc.
 P.O. Box 1828
 Charleston, WV 25327
 304-925-6664



FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature X  FEIN # 32-0007333 DATE 9/5/18

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

ADDITIONAL INFORMATION:

Addendum #3 issued to:

1. Provide ZDS notes and responses to technical questions.

End of Addendum #3

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		Dunbar National Guard Armory 605 26th Street	
CHARLESTON	WV25311	Dunbar	WV 25064
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Dunbar Armory HVAC Renovations BASE BID	0.00000			*See Pricing Page

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

BASE BID- HVAC Renovations to Dunbar Armory per the attached specifications and drawings

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		Dunbar National Guard Armory 605 26th Street	
CHARLESTON	WV25311	Dunbar	WV 25064
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	ALTERNATE 2B- 2nd year warranty 24 month maintenance	0.00000			

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

ALTERNATE NO 2B- 2nd Year Warranty- 24 Month Maintenance per the attached specifications

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Pre-Bid Meeting	2018-08-21
2	Technical Questions Due	2018-08-29

ADJ1900000002	Document Phase Draft	Document Description Addendum #3 Dunbar Armory HVAC Renovations	Page 3 of 3
---------------	--------------------------------	--	-----------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit A

Pricing Page-FORM OF PROPOSAL

1.1 BID SUBMITTED BY:
Dougherty Company, Inc.
(Contracting Firm or Company-referred to as the "Contractor" in this Bid Form)

DATED: September 5, 2018

1.2 DELIVER TO:

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

1.3 Having viewed the Drawings and read the Specifications entitled:

Dunbar Armory HVAC Renovations

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

BASE BID - DUNBAR ARMORY HVAC RENOVATIONS: \$ 918,000⁰⁰/_{FX}
NINE HUNDRED EIGHTEEN THOUSAND DOLLAR'S
(Sum in words)

ALTERNATES: All items of cost of the following Alternates are added to (or deducted from) the Base Proposal. The Base Proposal includes all work shown on all drawings and/or specified except the Base Proposal does not include work covered in the following Alternates (except for deductive Alternates). Refer to Construction Drawings and Specifications for more detailed description of Alternates.

1. **Alternate No. 2b:** 2nd Year Warranty/24 Month Maintenance - Dunbar Base Bid
ADD \$ 21,000⁰⁰/_{FX} TWENTY-ONE THOUSAND DOLLAR'S

(Sum in words)

ALLOWANCES: Refer to Division 1, Section 012100 "Allowances" for information. Bidder's Proposal Amounts include the following Allowances:

Allowance #2 – Dunbar Armory:

Contingency = \$20,000

The Bidder, if successful and awarded a Contract, agrees that work shall be substantially complete by 180 Calendar Days after the NTP based on a receipt of the Owner's written Notice to Proceed and/or Purchase Order. Final completion and acceptance by Owner must occur within thirty (30) days of substantial completion. Once notified the successful bidder shall provide their Performance Bond within three (3) business days from notification. The Bidder agrees that all project submittals will be delivered to the Engineer within twenty-one (21) calendar days from the Notice to Proceed. The Bidder agrees that this proposal will be valid and enforceable for ninety (90) days and, if authorized to proceed within that period, will execute a formal contract with the Owner as prescribed in the bidding documents.

ADDENDA ACKNOWLEDGEMENT

The Bidder acknowledges receipt of the following Addenda:

Addendum No. 1:	<u> X </u>	Dated: <u> 8/6/18 </u>
Addendum No. 2:	<u> X </u>	Dated: <u> 8/22/18 </u>
Addendum No. 3:	<u> X </u>	Dated: <u> 8/30/18 </u>
Addendum No. 4:	<u> </u>	Dated: <u> </u>

Failure to acknowledge receipt of each Addendum may be cause for rejection of the Bid.

The Bidder may work when the facility is occupied providing the work does not interfere with the Owner's use of the facility. In general, work can occur in areas where the Owner makes available to the Bidder to work during normal operational hours. The facility shall remain functionally operational (including heating, air conditioning and ventilating) and must be maintained during occupied periods.

The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation was made by the Bidder prior to the bid opening.

The successful Bidding Contractor agrees that from the compensation otherwise to be paid, the Owner may retain a sum in accordance with the Supplemental General Conditions for each day thereafter, Sundays and holidays included, that the work remains incomplete, which 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 at the stipulated time for substantially completing the project and the sum is not to be construed in any sense a penalty. The successful Bidder also shall pay any additional fees that the Engineer and the Engineer's consultants may accrue.

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. Allowance may be made, subject to approval of the funding agencies, for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other reasons beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor and approved by the Engineer/Owner and funding agency.

AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor.

SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without consent of the other party.

3.1 CERTIFICATION OF THE CONTRACTOR SUBMITTING THIS BID:

The Contractor makes the following certifications, representations, and acknowledgements with respect to its bid:

1. Before completing the Bid Form, the undersigned Contractor represents that it, or its authorized agent, carefully reviewed and understands the Contract Documents published for the overall Bid Package and the particular Bid item(s) they are bidding on, including, but not limited to, the Notice to Bidders, Instruction to Bidders, Supplemental Instruction to Bidders, Bid Form, Bid Bond, Performance and Labor and Material Bond, Owner-Contractor Agreement, Project Specifications and Drawings, Special Conditions & Supplemental Conditions, if any, for the Project, and the Division One Specifications. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.
2. The Contractor acknowledges and agrees that the Contract Documents are sufficient and adequate for it to perform the Work specified.
3. The Contractor agrees to comply with all requirements of the Contract Documents, regardless of whether the Contractor has actual knowledge of the requirements and regardless of any statement or omission made by the Contractor in the preparation of its bid which might indicate a contrary intention.

4. The Contractor certifies that the bid submitted is based upon the Standards specified by the Contract Documents.
5. The Contractor has visited the Project site(s) for the Bid Items he is submitting a bid on, become familiar with local conditions and has correlated personal observations with the requirements of the Contract Documents. The Contractor agrees that they have been given adequate opportunity to review the site and conditions under which the Work will be performed and fully assumes the risk of any condition at the site(s) that could have been discovered by a careful and diligent review of the site(s). The Contractor further certifies that it has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
6. The Contractor understands that the award of separate contracts for various components of the Project may require sequential, coordinated and interrelated operations, which may involve interference, disruption, hindrance or delay in the progress of the Contractor's Work and represents that it will cooperate with other contractors working at the Project with respect to coordination of its Work to minimize and avoid these potential issues.
7. The Contractor and each person signing on its behalf certify, under penalty of perjury, to the best of the undersigned's knowledge and belief all of the following: (a) it is against the law to engage in collusion when preparing any bid for a public project; (b) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate Bid with any other Contractor; (c) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to the bid opening, directly or indirectly, to any other Bidder or competitor who would have any interest in the Base Bid, Unit Prices or Alternate bid; (d) no attempt has been made or will be made by the Contractor to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; (e) the bid submitted is an independent, balanced, and honest bid, made without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to the prices contained herein with any other bidder or competitor; (f) if the undersigned Contractor is awarded the contract for the Work, the subcontractors and/or material suppliers with whom the Contractor subcontracts for the Work will also certify that their bids were made without collusion or communication as provided herein; and (g) this bid shall be rejected if there is evidence of collusion, including the disclosure of the prices contained in this Bid Form, either directly or indirectly, to any other bidder or competitor prior to the opening of the bids for the Work.
8. The Contractor certifies that it has a drug-free workplace plan in place, that it will provide the Owner with documentation with respect to such plan, and that it will make a good faith effort to maintain such plan and to ensure that all of its employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Contractor has confirmed that its surety is authorized to do business in the State of West Virginia.

3.2 BONDS AND CONTRACT

1. If the undersigned Contractor is notified of the acceptance of its bid as the lowest responsible bid for the Work, it agrees to furnish a contract bond as described in the Instructions to Bidders.

3.3 COMPLETION OF WORK

1. The Contractor acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents.

3.4 INSTRUCTIONS FOR SIGNING

1. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
2. The person signing for a partnership must be a partner or his authorized representative.
3. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
4. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

NOTE A: The Contractor shall review the Bid Documents and the site(s) and conditions under which the Work will be performed so that he can give the acknowledgments contained above.

NOTE B: The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE C: Contractor is cautioned to bid only on the "Brands" specified.

NOTE D: Contractor to furnish any information requested by Owner/Engineer, or its agent(s), to evaluate the responsibility of the Contractor.

NOTE F: The Bidder acknowledges and affirms that all applicable Federal, State, and local taxes and permits are included in his base bid.

NOTE G: The Bidder acknowledges and agrees to commence Work upon receiving a written "Notice to Proceed" issued on behalf of the Owner, and to substantially complete the contract Work on or before the date established.

NOTE H: The Bidder further agrees to be bound by the final payment, retainage and Post-Substantial Completion Liquidated Damages provisions of Paragraph 9.10.2 of the Supplementary Conditions and to be liable for and pay to the Owner, if assessed, Post-Substantial Completion Liquidated Damages as stated.

LEGAL NAME OF CONTRACTOR SUBMITTING THIS BID:

Dougherty Company, Inc.

WV034016

CONTRACTOR IS:

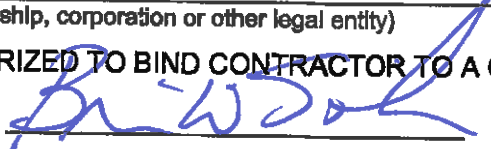
(WV Contractor's Number)

Corporation

(Sole proprietor, partnership, corporation or other legal entity)

NAME OF PERSON LEGALLY AUTHORIZED TO BIND CONTRACTOR TO A CONTRACT:

SIGNATURE:



TITLE:

Vice President

ADDRESS:

P.O. Box 1828

Charleston, WV 25327

TELEPHONE:

304-925-6664

FAX:

304-925-4280

FEDERAL TAX I.D. #:

32-0007333

DATE SIGNED:

9/5/18

When the Contractor is a partnership or a Joint Venture, state name and address of each Partner or Participant in the Joint Venture below:

Name

Address

Name

Address

Name

Address

CONTRACTOR'S LICENSE

West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the Contractor's License. West Virginia Code §21-11-11 requires any prospective Bidder to include the contractor's license number on their Bid.

SIGNATURE OF BIDDER

FIRM: Dougherty Company, Inc.

ADDRESS: P.O. Box 1828

Charleston, WV 25327

BY: 

TITLE: Vice President

PHONE: 304-925-6664

FAX: 304-925-4280

Contractor's License Number: WV034016

END OF SECTION 00120

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ1900000002

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.

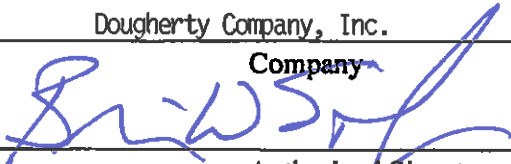
Addendum Numbers Received:

(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 checked="" 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.

Dougherty Company, Inc.

Company


Authorized Signature

9/5/18

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Dougherty Company, Inc.
of Charleston, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH 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 of Amount Bid (\$ 5%) 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
Dunbar Armory HVAC Renovations at 605 26th Street, Dunbar, WV 25064 - According to Plans & Specifications

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 5th day of September, 2018.

Principal Seal

Dougherty Company, Inc.
(Name of Principal)
By Brian W. Smith
(Must be President, Vice President, or
Duly Authorized Agent)
Brian W. Smith Vice President
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: Patricia A. Moye
Patricia A. Moye, WV Resident Agent 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.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/16/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752152 06

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GREGORY T. GORDON, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 16th day of AUGUST A.D., 2018.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.

On this 16th day of AUGUST A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument, that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies, and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.

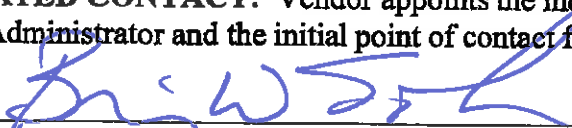
I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 5th day of September A.D., 2018



Frank A. Carrino Secretary

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, Vice 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.

Dougherty Company, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Brian W. Smith, Vice President

(Printed Name and Title of Authorized Representative)

9/5/18

(Date)

304-925-6664 304-925-4280

(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION
Dunbar Armory HVAC Renovations**

11. MISCELLANEOUS:

11.1. 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: Brian W. Smith

Telephone Number: 304-925-6664

Fax Number: 304-925-4280

Email Address: briansmith@doughertyco.com

11.2. 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.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(l), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Dougherty Company, Inc.

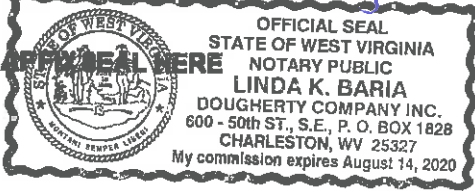
Authorized Signature: [Signature] Date: 9/5/18
Brian W. Smith

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 5th day of September, 2018.

My Commission expires August 14, 2020.



NOTARY PUBLIC [Signature]



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

I, Brian W. Smith, after being first duly sworn, depose and state as follows:

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

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

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

Printed Name: Brian W. Smith

Signature: *Brian W. Smith*

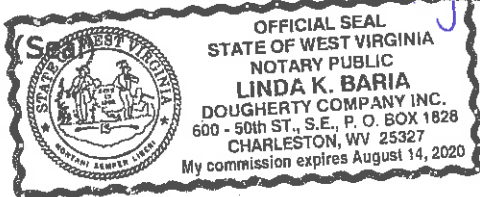
Title: Vice President

Company Name: Dougherty Company, Inc.

Date: 9/5/18

Taken, subscribed and sworn to before me this 5th day of September, 2018.

By Commission expires August 14, 2020



Linda K Baria
(Notary Public)

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV034016

Classification:

HEATING, VENTILATING & COOLING
PIPING
PLUMBING

DOUGHERTY COMPANY INC
DBA DOUGHERTY COMPANY INC
PO BOX 1828
CHARLESTON, WV 25327

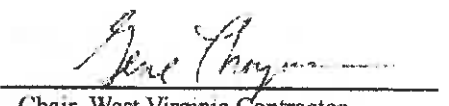
Date Issued

Expiration Date

JUNE 03, 2018

JUNE 03, 2019


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.

Exhibit A

Pricing Page-FORM OF PROPOSAL

1.1 BID SUBMITTED BY:
Dougherty Company, Inc.
(Contracting Firm or Company-referred to as the "Contractor" in this Bid Form)

DATED: September 5, 2018

1.2 DELIVER TO:

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

1.3 Having viewed the Drawings and read the Specifications entitled:

Dunbar Armory HVAC Renovations

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

BASE BID - DUNBAR ARMORY HVAC RENOVATIONS:

\$ 918,000⁰⁰⁰⁰

NINE HUNDRED EIGHTEEN THOUSAND DOLLARS

(Sum in words)

ALTERNATES: All items of cost of the following Alternates are added to (or deducted from) the Base Proposal. The Base Proposal includes all work shown on all drawings and/or specified except the Base Proposal does not include work covered in the following Alternates (except for deductive Alternates). Refer to Construction Drawings and Specifications for more detailed description of Alternates.

1. Alternate No. 2b: 2nd Year Warranty/24 Month Maintenance - Dunbar Base Bid

ADD \$ 21,000⁰⁰⁰⁰ TWENTY-ONE THOUSAND DOLLARS

(Sum in words)

ALLOWANCES: Refer to Division 1, Section 012100 "Allowances" for information. Bidder's Proposal Amounts include the following Allowances:

Allowance #2 – Dunbar Armory:

Contingency = \$20,000

The Bidder, if successful and awarded a Contract, agrees that work shall be substantially complete by 180 Calendar Days after the NTP based on a receipt of the Owner's written Notice to Proceed and/or Purchase Order. Final completion and acceptance by Owner must occur within thirty (30) days of substantial completion. Once notified the successful bidder shall provide their Performance Bond within three (3) business days from notification. The Bidder agrees that all project submittals will be delivered to the Engineer within twenty-one (21) calendar days from the Notice to Proceed. The Bidder agrees that this proposal will be valid and enforceable for ninety (90) days and, if authorized to proceed within that period, will execute a formal contract with the Owner as prescribed in the bidding documents.

ADDENDA ACKNOWLEDGEMENT

The Bidder acknowledges receipt of the following Addenda:

Addendum No. 1:	<u> X </u>	Dated: <u> 8/6/18 </u>
Addendum No. 2:	<u> X </u>	Dated: <u> 8/22/18 </u>
Addendum No. 3:	<u> X </u>	Dated: <u> 8/30/18 </u>
Addendum No. 4:	<u> </u>	Dated: <u> </u>

Failure to acknowledge receipt of each Addendum may be cause for rejection of the Bid.

The Bidder may work when the facility is occupied providing the work does not interfere with the Owner's use of the facility. In general, work can occur in areas where the Owner makes available to the Bidder to work during normal operational hours. The facility shall remain functionally operational (including heating, air conditioning and ventilating) and must be maintained during occupied periods.

The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation was made by the Bidder prior to the bid opening.

The successful Bidding Contractor agrees that from the compensation otherwise to be paid, the Owner may retain a sum in accordance with the Supplemental General Conditions for each day thereafter, Sundays and holidays included, that the work remains incomplete, which 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 at the stipulated time for substantially completing the project and the sum is not to be construed in any sense a penalty. The successful Bidder also shall pay any additional fees that the Engineer and the Engineer's consultants may accrue.

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. Allowance may be made, subject to approval of the funding agencies, for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other reasons beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor and approved by the Engineer/Owner and funding agency.

AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor.

SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without consent of the other party.

3.1 CERTIFICATION OF THE CONTRACTOR SUBMITTING THIS BID:

The Contractor makes the following certifications, representations, and acknowledgements with respect to its bid:

1. Before completing the Bid Form, the undersigned Contractor represents that it, or its authorized agent, carefully reviewed and understands the Contract Documents published for the overall Bid Package and the particular Bid item(s) they are bidding on, including, but not limited to, the Notice to Bidders, Instruction to Bidders, Supplemental Instruction to Bidders, Bid Form, Bid Bond, Performance and Labor and Material Bond, Owner-Contractor Agreement, Project Specifications and Drawings, Special Conditions & Supplemental Conditions, if any, for the Project, and the Division One Specifications. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.
2. The Contractor acknowledges and agrees that the Contract Documents are sufficient and adequate for it to perform the Work specified.
3. The Contractor agrees to comply with all requirements of the Contract Documents, regardless of whether the Contractor has actual knowledge of the requirements and regardless of any statement or omission made by the Contractor in the preparation of its bid which might indicate a contrary intention.

4. The Contractor certifies that the bid submitted is based upon the Standards specified by the Contract Documents.
5. The Contractor has visited the Project site(s) for the Bid Items he is submitting a bid on, become familiar with local conditions and has correlated personal observations with the requirements of the Contract Documents. The Contractor agrees that they have been given adequate opportunity to review the site and conditions under which the Work will be performed and fully assumes the risk of any condition at the site(s) that could have been discovered by a careful and diligent review of the site(s). The Contractor further certifies that it has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
6. The Contractor understands that the award of separate contracts for various components of the Project may require sequential, coordinated and interrelated operations, which may involve interference, disruption, hindrance or delay in the progress of the Contractor's Work and represents that it will cooperate with other contractors working at the Project with respect to coordination of its Work to minimize and avoid these potential issues.
7. The Contractor and each person signing on its behalf certify, under penalty of perjury, to the best of the undersigned's knowledge and belief all of the following: (a) it is against the law to engage in collusion when preparing any bid for a public project; (b) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate Bid with any other Contractor; (c) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to the bid opening, directly or indirectly, to any other Bidder or competitor who would have any interest in the Base Bid, Unit Prices or Alternate bid; (d) no attempt has been made or will be made by the Contractor to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; (e) the bid submitted is an independent, balanced, and honest bid, made without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to the prices contained herein with any other bidder or competitor; (f) if the undersigned Contractor is awarded the contract for the Work, the subcontractors and/or material suppliers with whom the Contractor subcontracts for the Work will also certify that their bids were made without collusion or communication as provided herein; and (g) this bid shall be rejected if there is evidence of collusion, including the disclosure of the prices contained in this Bid Form, either directly or indirectly, to any other bidder or competitor prior to the opening of the bids for the Work.
8. The Contractor certifies that it has a drug-free workplace plan in place, that it will provide the Owner with documentation with respect to such plan, and that it will make a good faith effort to maintain such plan and to ensure that all of its employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Contractor has confirmed that its surety is authorized to do business in the State of West Virginia.

3.2 BONDS AND CONTRACT

1. If the undersigned Contractor is notified of the acceptance of its bid as the lowest responsible bid for the Work, it agrees to furnish a contract bond as described in the Instructions to Bidders.

3.3 COMPLETION OF WORK

1. The Contractor acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents.

3.4 INSTRUCTIONS FOR SIGNING

1. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
2. The person signing for a partnership must be a partner or his authorized representative.
3. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
4. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

NOTE A: The Contractor shall review the Bid Documents and the site(s) and conditions under which the Work will be performed so that he can give the acknowledgments contained above.

NOTE B: The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE C: Contractor is cautioned to bid only on the "Brands" specified.

NOTE D: Contractor to furnish any information requested by Owner/Engineer, or its agent(s), to evaluate the responsibility of the Contractor.

NOTE F: The Bidder acknowledges and affirms that all applicable Federal, State, and local taxes and permits are included in his base bid.

NOTE G: The Bidder acknowledges and agrees to commence Work upon receiving a written "Notice to Proceed" issued on behalf of the Owner, and to substantially complete the contract Work on or before the date established.

NOTE H: The Bidder further agrees to be bound by the final payment, retainage and Post-Substantial Completion Liquidated Damages provisions of Paragraph 9.10.2 of the Supplementary Conditions and to be liable for and pay to the Owner, if assessed, Post-Substantial Completion Liquidated Damages as stated.

LEGAL NAME OF CONTRACTOR SUBMITTING THIS BID:

Dougherty Company, Inc.

WV034016

CONTRACTOR IS:

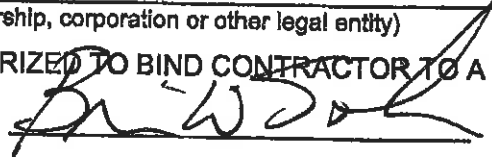
(WV Contractor's Number)

Corporation

(Sole proprietor, partnership, corporation or other legal entity)

NAME OF PERSON LEGALLY AUTHORIZED TO BIND CONTRACTOR TO A CONTRACT:

SIGNATURE:



TITLE:

Vice President

ADDRESS:

P.O. Box 1828

Charleston, WV 25327

TELEPHONE:

304-925-6664

FAX:

304-925-4280

FEDERAL TAX I.D. #:

32-0007333

DATE SIGNED:

9/5/18

When the Contractor is a partnership or a Joint Venture, state name and address of each Partner or Participant in the Joint Venture below:

Name

Address

Name

Address

Name

Address

CONTRACTOR'S LICENSE

West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the Contractor's License. West Virginia Code §21-11-11 requires any prospective Bidder to include the contractor's license number on their Bid.

SIGNATURE OF BIDDER

FIRM: Dougherty Company, Inc.

ADDRESS: P.O. Box 1828

Charleston, WV 25327

BY: 

TITLE: Vice President

PHONE: 304-925-6664

FAX: 304-925-4280

Contractor's License Number: WV034016

END OF SECTION 00120

Exhibit A

Pricing Page-FORM OF PROPOSAL

1.1 BID SUBMITTED BY:
Dougherty Company, Inc.
(Contracting Firm or Company-referred to as the "Contractor" in this Bid Form)

DATED: September 5, 2018

1.2 DELIVER TO:

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

1.3 Having viewed the Drawings and read the Specifications entitled:

Dunbar Armory HVAC Renovations

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

BASE BID - DUNBAR ARMORY HVAC RENOVATIONS: \$ 918,000⁰⁰_{xx}
NINE HUNDRED EIGHTEEN THOUSAND DOLLARS
(Sum in words)

ALTERNATES: All items of cost of the following Alternates are added to (or deducted from) the Base Proposal. The Base Proposal includes all work shown on all drawings and/or specified except the Base Proposal does not include work covered in the following Alternates (except for deductive Alternates). Refer to Construction Drawings and Specifications for more detailed description of Alternates.

1. Alternate No. 2b: 2nd Year Warranty/24 Month Maintenance - Dunbar Base Bid
ADD \$ 21,000⁰⁰_{xx} TWENTY-ONE THOUSAND DOLLARS

(Sum in words)

ALLOWANCES: Refer to Division 1, Section 012100 "Allowances" for information. Bidder's Proposal Amounts Include the following Allowances:

Allowance #2 – Dunbar Armory:

Contingency = \$20,000

The Bidder, if successful and awarded a Contract, agrees that work shall be substantially complete by 180 Calendar Days after the NTP based on a receipt of the Owner's written Notice to Proceed and/or Purchase Order. Final completion and acceptance by Owner must occur within thirty (30) days of substantial completion. Once notified the successful bidder shall provide their Performance Bond within three (3) business days from notification. The Bidder agrees that all project submittals will be delivered to the Engineer within twenty-one (21) calendar days from the Notice to Proceed. The Bidder agrees that this proposal will be valid and enforceable for ninety (90) days and, if authorized to proceed within that period, will execute a formal contract with the Owner as prescribed in the bidding documents.

ADDENDA ACKNOWLEDGEMENT

The Bidder acknowledges receipt of the following Addenda:

Addendum No. 1:	<u> X </u>	Dated: <u> 8/6/18 </u>
Addendum No. 2:	<u> X </u>	Dated: <u> 8/22/18 </u>
Addendum No. 3:	<u> X </u>	Dated: <u> 8/30/18 </u>
Addendum No. 4:	<u> </u>	Dated: <u> </u>

Failure to acknowledge receipt of each Addendum may be cause for rejection of the Bid.

The Bidder may work when the facility is occupied providing the work does not interfere with the Owner's use of the facility. In general, work can occur in areas where the Owner makes available to the Bidder to work during normal operational hours. The facility shall remain functionally operational (including heating, air conditioning and ventilating) and must be maintained during occupied periods.

The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation was made by the Bidder prior to the bid opening.

The successful Bidding Contractor agrees that from the compensation otherwise to be paid, the Owner may retain a sum in accordance with the Supplemental General Conditions for each day thereafter, Sundays and holidays included, that the work remains incomplete, which 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 at the stipulated time for substantially completing the project and the sum is not to be construed in any sense a penalty. The successful Bidder also shall pay any additional fees that the Engineer and the Engineer's consultants may accrue.

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. Allowance may be made, subject to approval of the funding agencies, for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other reasons beyond the control of the Contractor.

All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor and approved by the Engineer/Owner and funding agency.

AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor.

SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without consent of the other party.

3.1 CERTIFICATION OF THE CONTRACTOR SUBMITTING THIS BID:

The Contractor makes the following certifications, representations, and acknowledgements with respect to its bid:

1. Before completing the Bid Form, the undersigned Contractor represents that it, or its authorized agent, carefully reviewed and understands the Contract Documents published for the overall Bid Package and the particular Bid item(s) they are bidding on, including, but not limited to, the Notice to Bidders, Instruction to Bidders, Supplemental Instruction to Bidders, Bid Form, Bid Bond, Performance and Labor and Material Bond, Owner-Contractor Agreement, Project Specifications and Drawings, Special Conditions & Supplemental Conditions, if any, for the Project, and the Division One Specifications. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.
2. The Contractor acknowledges and agrees that the Contract Documents are sufficient and adequate for it to perform the Work specified.
3. The Contractor agrees to comply with all requirements of the Contract Documents, regardless of whether the Contractor has actual knowledge of the requirements and regardless of any statement or omission made by the Contractor in the preparation of its bid which might indicate a contrary intention.

4. The Contractor certifies that the bid submitted is based upon the Standards specified by the Contract Documents.
5. The Contractor has visited the Project site(s) for the Bid Items he is submitting a bid on, become familiar with local conditions and has correlated personal observations with the requirements of the Contract Documents. The Contractor agrees that they have been given adequate opportunity to review the site and conditions under which the Work will be performed and fully assumes the risk of any condition at the site(s) that could have been discovered by a careful and diligent review of the site(s). The Contractor further certifies that it has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
6. The Contractor understands that the award of separate contracts for various components of the Project may require sequential, coordinated and interrelated operations, which may involve interference, disruption, hindrance or delay in the progress of the Contractor's Work and represents that it will cooperate with other contractors working at the Project with respect to coordination of its Work to minimize and avoid these potential issues.
7. The Contractor and each person signing on its behalf certify, under penalty of perjury, to the best of the undersigned's knowledge and belief all of the following: (a) it is against the law to engage in collusion when preparing any bid for a public project; (b) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate Bid with any other Contractor; (c) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to the bid opening, directly or indirectly, to any other Bidder or competitor who would have any interest in the Base Bid, Unit Prices or Alternate bid; (d) no attempt has been made or will be made by the Contractor to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; (e) the bid submitted is an independent, balanced, and honest bid, made without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to the prices contained herein with any other bidder or competitor; (f) if the undersigned Contractor is awarded the contract for the Work, the subcontractors and/or material suppliers with whom the Contractor subcontracts for the Work will also certify that their bids were made without collusion or communication as provided herein; and (g) this bid shall be rejected if there is evidence of collusion, including the disclosure of the prices contained in this Bid Form, either directly or indirectly, to any other bidder or competitor prior to the opening of the bids for the Work.
8. The Contractor certifies that it has a drug-free workplace plan in place, that it will provide the Owner with documentation with respect to such plan, and that it will make a good faith effort to maintain such plan and to ensure that all of its employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Contractor has confirmed that its surety is authorized to do business in the State of West Virginia.

3.2 BONDS AND CONTRACT

1. If the undersigned Contractor is notified of the acceptance of its bid as the lowest responsible bid for the Work, it agrees to furnish a contract bond as described in the Instructions to Bidders.

3.3 COMPLETION OF WORK

1. The Contractor acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents.

3.4 INSTRUCTIONS FOR SIGNING

1. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
2. The person signing for a partnership must be a partner or his authorized representative.
3. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
4. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

NOTE A: The Contractor shall review the Bid Documents and the site(s) and conditions under which the Work will be performed so that he can give the acknowledgments contained above.

NOTE B: The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE C: Contractor is cautioned to bid only on the "Brands" specified.

NOTE D: Contractor to furnish any information requested by Owner/Engineer, or its agent(s), to evaluate the responsibility of the Contractor.

NOTE F: The Bidder acknowledges and affirms that all applicable Federal, State, and local taxes and permits are included in his base bid.

NOTE G: The Bidder acknowledges and agrees to commence Work upon receiving a written "Notice to Proceed" issued on behalf of the Owner, and to substantially complete the contract Work on or before the date established.

NOTE H: The Bidder further agrees to be bound by the final payment, retainage and Post-Substantial Completion Liquidated Damages provisions of Paragraph 9.10.2 of the Supplementary Conditions and to be liable for and pay to the Owner, if assessed, Post-Substantial Completion Liquidated Damages as stated.

LEGAL NAME OF CONTRACTOR SUBMITTING THIS BID:

Dougherty Company, Inc.

WV034016

CONTRACTOR IS:

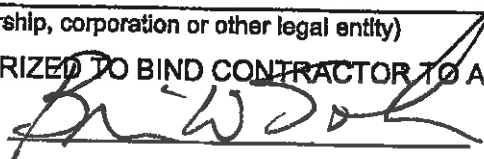
(WV Contractor's Number)

Corporation

(Sole proprietor, partnership, corporation or other legal entity)

NAME OF PERSON LEGALLY AUTHORIZED TO BIND CONTRACTOR TO A CONTRACT:

SIGNATURE:



TITLE:

Vice President

ADDRESS:

P.O. Box 1828

Charleston, WV 25327

TELEPHONE:

304-925-6664

FAX:

304-925-4280

FEDERAL TAX I.D. #:

32-0007333

DATE SIGNED:

9/5/18

When the Contractor is a partnership or a Joint Venture, state name and address of each Partner or Participant in the Joint Venture below:

Name

Address

Name

Address

Name

Address

CONTRACTOR'S LICENSE

West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the Contractor's License. West Virginia Code §21-11-11 requires any prospective Bidder to include the contractor's license number on their Bid.

SIGNATURE OF BIDDER

FIRM: Dougherty Company, Inc.

ADDRESS: P.O. Box 1828

Charleston, WV 25327

BY: 

TITLE: Vice President

PHONE: 304-925-6664

FAX: 304-925-4280

Contractor's License Number: WV034016

END OF SECTION 00120