



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 512049

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0803

Vendor ID: VS0000018378 

SO Doc ID: DOT1900000063

Legal Name: Tri State Heating and Air LLC

Published Date: 2/19/19

Alias/DBA: Tri State Heating and Air

Close Date: 3/7/19

Total Bid: \$117,098.00

Close Time: 13:30

Response Date: 03/07/2019 

Status: Closed

[Apply Default Values to Commodity Lines](#) | [View Procurement Folder](#)



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 512049
Solicitation Description : ADDENDUM 4 85192014 - HVAC REPLACEMENT
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-03-07 13:30:00	SR 0803 ESR03061900000004015	1

VENDOR
VS0000018378 Tri State Heating and Air LLC Tri State Heating and Air

Solicitation Number: CRFQ 0803 DOT1900000063

Total Bid : \$117,098.00 **Response Date:** 2019-03-07 **Response Time:** 12:49:20

Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HVAC EQUIPMENT	1.00000	LS	\$74,000.000000	\$74,000.00

Comm Code	Manufacturer	Specification	Model #
72151200			

Extended Description : HVAC EQUIPMENT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	HVAC MATERIALS	1.00000	LS	\$10,098.000000	\$10,098.00

Comm Code	Manufacturer	Specification	Model #
72151200			

Extended Description : HVAC MATERIALS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	HVAC LABOR	1.00000	LS	\$24,000.000000	\$24,000.00

Comm Code	Manufacturer	Specification	Model #
72151200			

Extended Description : HVAC LABOR

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	HVAC MOBILIZATION	1.00000	LS	\$9,000.000000	\$9,000.00

Comm Code	Manufacturer	Specification	Model #
72151200			

Extended Description : HVAC MOBILIZATION



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: 512049

Doc Description: ADDENDUM 4 85192014 - HVAC REPLACEMENT

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-02-19	2019-03-07 13:30:00	CRFQ 0803 DOT1900000063	5

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:

TRI-STATE HEATING & AIR
 1305 ARGILLITE RD.
 FLATWOODS, KY 41139

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X 

FEIN # 45-3712114

DATE 3/5/2019

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

ADDITIONAL INFORMATION:

THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF WEST VIRGINIA DIVISION OF HIGHWAYS (WV DOH) TO ESTABLISH A CONTRACT FOR THE REPLACEMENT OF THE TRAFFIC SERVICES COMPLEX HVAC SYSTEM LOCATED AT 180 DRY BRANCH DRIVE, CHARLESTON, WV PER THE ATTACHED DOCUMENTS

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A550 CHARLESTON WV25305-0430 US		DIVISION OF HIGHWAYS TRAFFIC ENG. TSC - CENTRAL SIGN SHOP 180 DRY BRANCH DR CHARLESTON WV 25306 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC EQUIPMENT	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151200			

Extended Description :
HVAC EQUIPMENT

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A550 CHARLESTON WV25305-0430 US		DIVISION OF HIGHWAYS TRAFFIC ENG. TSC - CENTRAL SIGN SHOP 180 DRY BRANCH DR CHARLESTON WV 25306 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	HVAC MATERIALS	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151200			

Extended Description :
HVAC MATERIALS

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A550 CHARLESTON WV25305-0430 US		DIVISION OF HIGHWAYS TRAFFIC ENG. TSC - CENTRAL SIGN SHOP 180 DRY BRANCH DR CHARLESTON WV 25306 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	HVAC LABOR	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151200			

Extended Description :
HVAC LABOR

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A550 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS TRAFFIC ENG. TSC - CENTRAL SIGN SHOP 180 DRY BRANCH DR CHARLESTON WV 25306 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	HVAC MOBILIZATION	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151200			

Extended Description :
HVAC MOBILIZATION

SCHEDULE OF EVENTS		
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Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-01-24
2	QUESTION DEADLINE	2019-01-30

Exhibit A Pricing Page

CRFQ DOT1900000063				
ITEM NUMBER	UNIT OF MEASURE	QUANTITY	DESCRIPTION	TOTAL COST
1	LS	1	HVAC Equipment	\$ 74 000
2	LS	1	HVAC Materials	\$ 10 098
3	LS	1	HVAC Labor	\$ 24 000
4	LS	1	HVAC Mobilization	\$ 9 000
			TOTAL BID AMOUNT	\$ 117 098

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: TRI STATE HEATING & AIR

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

MICHAEL WHEELER, PRESIDENT

(Name, Title)

MICHAEL WHEELER, PRESIDENT

(Printed Name and Title)

1305 ARGILLITE RD. FLATWOODS, KY 41139

(Address)

606-831-2960

(Phone Number) / (Fax Number)

HVAL@TRISTATEENTERPRISE.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.

TRI STATE HEATING & AIR

(Company)



(Authorized Signature) (Representative Name, Title)

MICHAEL WHEELER, PRESIDENT

(Printed Name and Title of Authorized Representative)

3/05/2019

(Date)

606-831-2960

(Phone Number) (Fax Number)

SOLICITATION NUMBER: CRFQ DOT1900000063

Addendum Number: 4

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide answers to vendor questions that were inadvertently not addressed in previous addendum

No other changes at this time

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1900000063

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 checked="" 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.

TRI STATE HEATING + AIR

Company



Authorized Signature

3/5/2019

Date

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

Revised 6/8/2012



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

STATE OF WEST VIRGINIA,

COUNTY OF KENTUCKY, TO-WIT:

I, MICHAEL WHEELER, after being first duly sworn, depose and state as follows:

- I am an employee of TRI STATE HEATING & AIR; and,
(Company Name)
- I do hereby attest that TRI STATE HEATING & AIR
(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: MICHAEL WHEELER
 Signature: *Michael Wheeler*
 Title: PRESIDENT
 Company Name: TRI STATE HEATING & AIR
 Date: 3/05/2019

Taken, subscribed and sworn to before me this 13th day of February, 2019.

By Commission expires 8/28/21

(Seal)

ELIZABETH J. HALL
 Notary Public - State at Large
 KENTUCKY - Notary ID # 585811
 My Commission Expires August 28, 2021

Elizabeth J Hall
 (Notary Public)

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: TRI STATE HEATING & AIR

Authorized Signature: *Michael P. [Signature]* Date: 3/05/2019

State of Kentucky

County of Greenup, to-wit:

Taken, subscribed, and sworn to before me this 13th day of February, 2019

My Commission expires 8/28, 2021

AFFIX SEAL HERE ELIZABETH J. HALL
Notary Public - State at Large **NOTARY PUBLIC** *Elizabeth J. Hall*
KENTUCKY - Notary ID # 585811
My Commission Expires August 28, 2021 *Purchasing Affidavit (Revised 01/19/2018)*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/2018

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

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

PRODUCER Van Meter Insurance Group 505 Wellington Way Lexington, KY 40503	CONTACT NAME: _____ PHONE (A/C, No, Ext): (859) 263-2771		FAX (A/C, No): (859) 263-1999
	E-MAIL ADDRESS: _____		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : United Fire & Casualty Company	13021
INSURED Tri-State Construction & Enterprise, LLC Tri-State Lawn Care, Inc., Tri-State Heating and Air, LLC Tri-State Enterprise Floor Covering, LLC 1305 Argillite Road Flatwoods, KY 41139	INSURER B : _____		
	INSURER C : _____		
	INSURER D : _____		
	INSURER E : _____		
	INSURER F : _____		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____			60489340	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 _____ \$ _____
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			60489340	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			60489340	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 _____ \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	60489340	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 500,000 E.L DISEASE - EA EMPLOYEE \$ 500,000 E.L DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equip.			60489340	04/01/2018	04/01/2019	\$ 250,000
A	Scheduled Equipment			60489340	04/01/2018	04/01/2019	

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

CERTIFICATE HOLDER CANCELLATION

Department Of Administration Purchasing Division 2019 Washington St E Charleston, WV 25305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: TRI STATE HEATING & AIR Address: 1305 ARGILLITE RD.
FLATWOODS, KY 41139

Name of Authorized Agent: MICHAEL WHEELER Address: 1305 ARGILLITE RD. FLATWOODS, KY 41139

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: 3/5/2019

Notary Verification

State of Kentucky, County of Greenup:

I, Elizabeth Hall, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 13th day of February 2019.


Notary Public's Signature

ELIZABETH J. HALL
Notary Public - State at Large
KENTUCKY Notary ID # 585811
My Commission Expires August 28, 2021

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV049955

Classification:

HEATING, VENTILATING & COOLING

TRI STATE HEATING & AIR LLC
DBA TRI STATE HEATING & AIR LLC
1305 ARGILLITE ROAD
FLATWOODS, KY 41139

Date Issued

Expiration Date

AUGUST 28, 2018

AUGUST 28, 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.

City of Charleston
BUILDING DEPARTMENT
915 QUARRIER ST. SUITE 5 * CHARLESTON WV 25301-2622
(304) 348-6833

CONTRACTOR'S LICENSE

ISSUED DATE:

June 27, 2018

EXPIRATION DATE:

June 30, 2019

CONTRACTOR LICENSE NUMBER:

MC-028425


TYPE OF CONTRACTOR:

Mechanical Contractor

CLASSIFICATIONS:

HVAC

TRI STATE HEATING & AIR LLC
TRI STATE HEATING & AIR LLC
1305 ARGILLITE RD
FLATWOODS, KY 41139



WILLIAM A. HARMON
BUILDING COMMISSIONER

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Tri-State Heating & Air, LLC

1305 Argillite Road
Flatwoods, KY 41139

OWNER:
(Name, legal status and address)

Traffic Department HVAC Replacement
180 Dry Branch Drive
Charleston, WV 25306
BOND AMOUNT: 5% of Amount Bid

SURETY:
(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quailbrook Dr
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)
DOH Traffic Services Complex - HVAC Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **13th** day of **February** **2019**

Tri-State Heating & Air, LLC

(Principal)

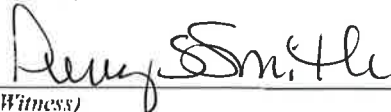
(Seal)
(Title)

Granite Re, Inc.

(Surety)

(Seal)
(Title) LaKala Carter, Attorney-in-Fact

(Witness)



(Witness)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

061110

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

STEVEN M. BAAS; BRIAN L. SEWELL; MELISSA PROPST; BENJAMIN P. DYCUS; ADAM HARRIS; KENNY ALBERT; LAKALA CARTER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

STEVEN M. BAAS; BRIAN L. SEWELL; MELISSA PROPST; BENJAMIN P. DYCUS; ADAM HARRIS; KENNY ALBERT; LAKALA CARTER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.



My Commission Expires:
August 8, 2021
Commission #: 01013257

Notary Public

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

13 day of February, 2019



Kyle P. McDonald, Secretary/Treasurer