



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

**State of West Virginia**  
**Centralized Request for Quote**  
**Construction**

<b>Proc Folder:</b> 989544		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Addendum no. 2 Underground Steam Lines and Vault Upgrades		Addendum No. 2	
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-02-15	2022-02-22 13:30	CRFQ 0211 GSD2200000029	3

**BID RECEIVING LOCATION**

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

02/22/22 12:48:14  
 West Virginia Purchasing Division

**VENDOR**

**Vendor Customer Code:** 000000174873  
**Vendor Name :** Dougherty Company, Inc.  
**Address :** P.O. Box 1828  
**Street :** 600 - 50th Street SE  
**City :** Charleston  
**State :** WV **Country :** USA **Zip :** 25327  
**Principal Contact :** Brian W. Smith  
**Vendor Contact Phone:** (304)925-6664 **Extension:** N/A

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

Vendor Signature X  FEIN# 32-0007333 DATE 2/22/2022

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

**ADDITIONAL INFORMATION**

Addendum no. 2 is issued to publish and distribute the attached information to the vendor community.

Request for Quotation  
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia General Services Division to establish a contract for the replacement of underground steam lines & vaults upgrades located at 1900 Kanawha Blvd. East. (State Capitol Complex), Charleston, WV 25305 per the specifications, bid requirements, terms and conditions, the Project Manual and Drawings as attached hereto.

ZDS Design/Consulting Services are serving as the Architect on this project.

**INVOICE TO**

**SHIP TO**

DEPARTMENT OF  
ADMINISTRATION  
GENERAL SERVICES  
DIVISION  
112 CALIFORNIA AVENUE,  
5TH FLOOR  
CHARLESTON WV  
US

WV

DEPARTMENT OF  
ADMINISTRATION  
GENERAL SERVICES  
DIVISION BLDG 1  
1900 KANAWHA BLVD E  
CHARLESTON WV  
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Base Bid (Phase I)				\$3,428,000.00

**Comm Code**

**Manufacturer**

**Specification**

**Model #**

72151201

**Extended Description:**

Lump Sum Base Bid for Construction Services, per attached documentation

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US			DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 3 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate #1 (Phase 2 - Building 3)				\$398,000.00

Comm Code	Manufacturer	Specification	Model #
72151201			

**Extended Description:**  
Lump Sum Alternate Bid #1, per attached documentation

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US			DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 4 112 CALIFORNIA AVE CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Alternate #2 (Phase 2 - Building 1)				\$1,914,000.00

Comm Code	Manufacturer	Specification	Model #
72151201			

**Extended Description:**  
Lump Sum Alternate Bid #2, per attached documentation

SCHEDULE OF EVENTS		
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Line	Event	Event Date
1	Mandatory Pre-Bid @ 10 AM	2022-02-01
2	Vendor Questions due by 3PM	2022-02-08

**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  
Underground Steam Lines and Vault Upgrades Project - CRFQ 0211 GSD2200000029 - 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 17th day of February, 2022.

Principal Seal

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

Surety Seal

Ohio Farmers Insurance Company  
(Name of Surety)  
By: [Signature]  
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, 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, 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 17th day of February A.D., 2022 .



Frank A. Carrino Secretary

# SOLICITATION NUMBER: GSD2200000029

## Addendum Number: 2

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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. **The bid opening has moved from 02/17/2022 to 02/22/2022. The bid opening time remains at 1:30 pm.**

**No other changes.**

**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.: GSD2200000029**

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

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

**Addendum Numbers Received:**

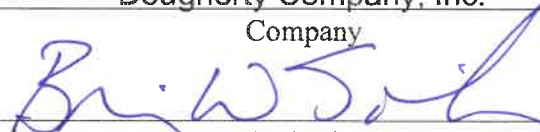
(Check the box next to each addendum received)

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

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



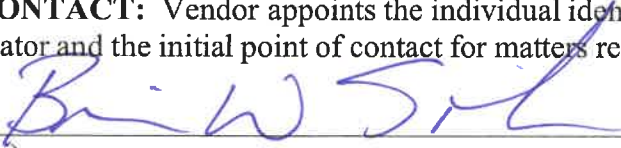
Authorized Signature

February 22, 2022

Date

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

**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, President

\_\_\_\_\_  
(Printed Name and Title)

P. O. Box 1828

\_\_\_\_\_  
(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.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.*

Dougherty Company, Inc.

\_\_\_\_\_  
(Company)

  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Brian W. Smith, President

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

February 22, 2022

\_\_\_\_\_  
(Date)

(304)925-6664 / (304)925-4280

\_\_\_\_\_  
(Phone Number) (Fax Number)



REQUEST FOR QUOTATION  
Underground Steam Lines & Vault Upgrades  
CRFQ GSD2200000029

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**GENERAL CONSTRUCTION SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia General Services Division to establish a contract for the replacement of underground steam lines & vaults upgrades located at 1900 Kanawha Blvd. East. (State Capitol Complex), Charleston, WV 25305 as specified in the Project Manual and Drawings. ZDS Design/Consulting Services are serving as the Architect on this project.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specifications Project/Manual as defined below.
  - 2.1 **“Construction Services”** means providing all labor, materials and equipment necessary to Replace Steam Lines and Upgrade Vaults as more fully described in these specifications and the Specifications/Project Manual.
  
  - 2.2 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
  
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
  
  - 2.4 **“Specifications/Project Manual”** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents (“AIA documents”) attached thereto.
  
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
  
4. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 4.1. **Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or

REQUEST FOR QUOTATION  
Underground Steam Lines & Vault Upgrades  
CRFQ GSD220000029

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documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

**5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

**6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.

**7. PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.

**8. RETAINAGE:** Agency is entitled to withhold 10% from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.

**9. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

REQUEST FOR QUOTATION  
Underground Steam Lines & Vault Upgrades  
CRFQ GSD2200000029

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**10. SUBSTANTIAL AND FINAL COMPLETION:** If only the Base Bid is awarded, Vendor shall achieve substantial completion by Two Hundred & Forty (240) Calendar Days from Notice to Proceed (NTP) and final completion by Two Hundred & Seventy (270) days from the Notice to Proceed (NTP). Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.

If the Base Bid plus either the first or both Alternates are awarded, Vendor shall achieve substantial completion by Five Hundred & Seventy (570) Calendar Days from Notice to Proceed (NTP) and final completion by Six Hundred (600) days from the Notice to Proceed (NTP). Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.

**11. LIQUIDATED DAMAGES:** Vendor shall pay Liquidated Damages in the amount of \$1,000.00 per calendar day for every calendar day beyond the date for Final Completion, as established by the issuance of the Notice to Proceed, for which Final Completion has not been achieved.

**12. PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

ZDS Design/Consulting Services  
Todd Zachwieja (Contact@ZDSDesign.com)  
135 Corporate Center Drive, Suite 532  
Scott Depot, WV, 25560

Charleston Blueprint  
1203 Virginia Street E.  
Charleston, WV 25301  
(304) 343-1063  
(hard copies can be obtained here pay directly to printer)

Copies of project plans can be examined at the following locations

ZDS Design/Consulting Services  
135 Corporate Center Drive, Suite 532  
Scott Depot, WV, 25560

REQUEST FOR QUOTATION  
Underground Steam Lines & Vault Upgrades  
CRFQ GSD2200000029

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**13. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

**14. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

14.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

14.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

14.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

14.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

14.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**15. MISCELLANEOUS:**

**15.1. 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

REQUEST FOR QUOTATION  
Underground Steam Lines & Vault Upgrades  
CRFQ GSD2200000029

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**15.2. Owner's Representative:** Owner's representative for notice purposes is

**Name:** Brian W. Smith

**Telephone Number:** (304)925-6664

**Fax Number:** (304)925-4280

**Email Address:** briansmith@doughertyco.com

**16. Initial Decision Maker:** Todd Zachwieja (ZDS), the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

**Exhibit A Pricing Page**

State of West Virginia – General Services Division –Underground  
Steam Lines & Vaults Upgrades

Name of Bidder:

Dougherty Company, Inc.

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 – (Phase 1):

\$ 3,428,000.00 (A) Commodity Line 1 in WV Oasis.

Three Million Four Hundred Twenty-Eight Thousand Dollars

(Show amount in both words and numbers)

Alternate #1 - (Phase 2 – Building 3):

\$ 398,000.00 (B) Commodity Line 2 in WV Oasis.

Three Hundred Ninety-Eight Thousand Dollars

(Show amount in both words and numbers)

Alternate #2 - (Phase 2 – Building 1):

\$ 1,914,000.00 (C) Commodity Line 3 in WV Oasis.

One Million Nine Hundred Fourteen Thousand Dollars

(Show amount in both words and numbers)



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), 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: February 22, 2022

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of February, 2022.

My Commission expires June 15, 2025.

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

[Signature]  
*Purchasing Affidavit (Revised 01/19/2018)*



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

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: President  
Company Name: Dougherty Company, Inc.  
Date: February 22, 2022

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 22nd day of February, 2022.

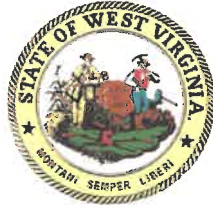
By Commission expires June 15, 2025

(Seal)



*Mary Ruth Bowe*  
(Notary Public)

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [ethics.wv.gov](http://ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Dougherty Company, Inc. Address: P.O. Box 1828  
Charleston, WV 25327

Name of Authorized Agent: Brian W. Smith Address: 600 - 50th Street, SE, Charleston, WV 25304

Contract Number: CFRQ 0211 GSD220000029 Contract Description: Underground Steam Lines and Vault Upgrades

Governmental agency awarding contract: General Services Division

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.

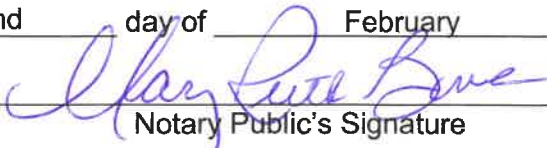
Signature:  Date Signed: February 22, 2022

**Notary Verification**

State of West Virginia, County of Kanawha:

I, Brian W. Smith, 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 22nd day of February, 2022.

  
Notary Public's Signature

**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:** WV034016

**Classification:**

HEATING, VENTILATING & COOLING  
PIPING  
PLUMBING  
DEMOLITION

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

**Date Issued**

**Expiration Date**

JUNE 03, 2021      JUNE 03, 2022

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.