



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: 129957

Doc Description: Addendum # 1 Williamstown AASF#1- HVAC Renovations

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-08-24	2015-09-02 13:30:00	CRFQ 0603 ADJ1600000005	2

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:

Steers Heating & Cooling Inc.
 3311 Dudley Ave.
 Parkersburg, WV 26104
 304-422-8446

09/02/15 11:09:48
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

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

Signature X *Dore Balden* FEIN # 55-055-1829 DATE 9/2/15

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

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST ARMY AVIATION SUPPORT FACILITY 1 387 AVIATION DR	
CHARLESTON	WV25311	WILLIAMSTOWN	WV 26187
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Item#1- Base Bid	0.00000			\$874,600.00

Comm Code	Manufacturer	Specification	Model #
72000000	CityMulti / Engineered Air		

Extended Description :

Contract Item 1- Base Bid- Labor, materials, and all associated costs to renovate the HVAC systems at the Williamstown AASF#1

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST ARMY AVIATION SUPPORT FACILITY 1 387 AVIATION DR	
CHARLESTON	WV25311	WILLIAMSTOWN	WV 26187
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Contract Item#2- Alternate No. 1	0.00000			\$ 9,600.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

Contract Item 2- Alternate No. 1- Ductwork cleaning, contractor to hire a Third Party Company to clean the existing ductwork, per instructions and construction documents.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST ARMY AVIATION SUPPORT FACILITY 1 387 AVIATION DR	
CHARLESTON	WV25311	WILLIAMSTOWN	WV 26187
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Contract Item#3- Alternate No. 2	0.00000			\$148,600.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

Contract Item 3- Alternate No. 2- replace existing heat shields and flex hose from tube heaters, per instructions and construction documents.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST ARMY AVIATION SUPPORT FACILITY 1 387 AVIATION DR	
CHARLESTON	WV25311	WILLIAMSTOWN	WV 26187
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Contract Item#4- Alternate No.3	0.00000			\$ 9,900.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

Contract Item 4- Alternate No. 3- Re-locate existing Split Air Conditioning Systems per instructions and construction documents.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST ARMY AVIATION SUPPORT FACILITY 1 387 AVIATION DR	
CHARLESTON	WV25311	WILLIAMSTOWN	WV 26187
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Contract Item#5- Alternate No. 4	0.00000			\$103,700.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

Contract Item 5- Alternate No. 4- Construct Compressor Room and Relocate the Fire Protection air compressor from the Mechanical Equipment Room to the new Compressor Room per the instructions and construction documents.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST ARMY AVIATION SUPPORT FACILITY 1 387 AVIATION DR	
CHARLESTON	WV25311	WILLIAMSTOWN	WV 26187
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Contract Item#6- Alternate No. 5	0.00000			\$ 63,400.00

Comm Code	Manufacturer	Specification	Model #
72000000	Engineered Air		

Extended Description :

Contract Item 6- Alternate No. 5- Replace the existing toilet room exhaust fans (total of 4) and replace exhaust fan then install make up air unit for Paint Shop per instructions and construction documents.

ADJ1600000005	Document Phase Draft	Document Description Addendum # 1 Williamstown AASF #1- HVAC Renovations	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ADJ1600000005

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

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

Steers Heating & Cooling Inc.

Company



Authorized Signature

9/2/15

Date

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

Revised 6/8/2012

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Steers Heating & Cooling Inc.

Contractor's License No. WV005278

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **Required Information.** The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.


6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, 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.

Steers Heating & Cooling Inc.

(Company)

 Bruce Bolden, President
(Authorized Signature) (Representative Name, Title)

304-422-8446

304-422-8440

9/2/15

(Phone Number) (Fax Number) (Date)

STEERS HEATING & COOLING INC.

SUBCONTRACTOR

ADDRESS

PHONE #

McHenry Electric

P.O. Box 246
Parkersburg, WV 26101

304-485-7596

Pioneer Pipe

2021 Hanna Rd.
Marietta, OH 45750

740-374-3108

EPI

P.O. Box 1794
Parkersburg, WV 26102

304-679-3406

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV000673

Classification:
ELECTRICAL

MCHENRY ELECTRIC COMPANY INC
DBA MCHENRY ELECTRIC COMPANY INC
1604 LYNN ST
PARKERSBURG, WV 26101-4047

Date Issued

Expiration Date

AUGUST 06, 2015

AUGUST 06, 2016

Sharon D. Zeller
Authorized Company Signature

Michael A. Carl
Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA CONTRACTOR LICENSING BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV021437

Classification:

SPECIALTY
INSULATION

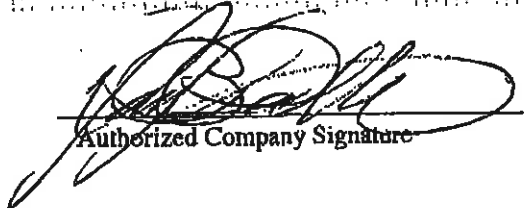
EPI INSULATION COMPANY
DBA EPI INSULATION COMPANY
PO BOX 1794
PARKERSBURG, WV 26102

Date Issued

Expiration Date

JUNE 08, 2015

JUNE 08, 2016


Authorized Company Signature

Michael A. Carl
Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001515

Classification:

- ELECTRICAL
- GENERAL BUILDING
- GENERAL ENGINEERING
- HEATING, VENTILATING & COOLING
- MULTIFAMILY
- PIPING
- PLUMBING
- RESIDENTIAL
- SPECIALTY

PIONEER PIPE INC
 DBA THE PIONEER GROUP
 2021 HANNA ROAD
 MARIETTA, OH 45750

Date Issued

Expiration Date

AUGUST 26, 2015

AUGUST 26, 2016



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
 CONTRACTOR
 LICENSING
 BOARD**

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Steers Heating & Cooling, Inc
of 3311 Dudley Avenue, Parkersburg, WV 26104, as Principal, and Western Surety Company
of P O Box 5077, Sioux Falls, SD 57104, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of _____ (\$ 5% of Bid Amount) 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 West Virginia Army National Guard Williamstown AASF1 -
HVAC Renovations Re-Bid Project No: McKinley Project No. 14032.01

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 2nd day of September, 20 15.

Principal Seal

Steers Heating & Cooling, Inc
(Name of Principal)
By *Brian Baller*
(Must be President, Vice President, or Duly Authorized Agent)
President
(Title)

Surety Seal

Western Surety Company
(Name of Surety)
Gleena M. Schott
Attorney-in-Fact

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of June, 2015.



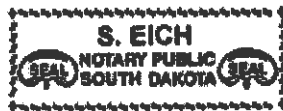
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of September, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

West Virginia Offices of the Insurance Commissioner



Certificate of Authority

Whereas, **WESTERN SURETY COMPANY**, domiciled in the State of **SOUTH DAKOTA**, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

CASUALTY - ARTICLE 1, SECTION 10(e)
SURETY - ARTICLE 1, SECTION 10(f) (1)
SURETY - ARTICLE 1, SECTION 10(f) (2)
SURETY - ARTICLE 1, SECTION 10(f) (3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2016, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2015.

Michael D. Riley

Michael D. Riley
Insurance Commissioner

NAIC # 13188

WV File # 0798

Proposal Form

WEST VIRGINIA ARMY NATIONAL GUARD
WILLIAMSTOWN AASF1 – HVAC RENOVATIONS RE-BID
Project No: McKinley Project No. 14032.01

NAME OF BIDDER: Steers Heating & Cooling Inc.

The undersigned, hereinafter called 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

Eight Hundred Seventy Four Thousand
Six Hundred dollars & no/100 (\$ 874,600.00)
(Show Amount in both words and numbers)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

ALTERNATES

ALTERNATE NO. 1: Ductwork Cleaning – Contractor to hire a Third Party Company to clean the existing ductwork.

Add/Deduct Nine Thousand Six Hundred dollars
& no/100 (\$ 9600.00)
(Show amount in both words and numbers; in the event of a discrepancy between the words and the numbers, the words shall govern)

ALTERNATE NO. 2: Remove existing heat shields and flex hose from tube heaters. Install new flex hose(s) on the heaters. Install (2) new air rotation units, new gas piping from existing main to new units, B-vent piping from units through wall, louver, and accessories listed in specifications and on drawings to provide a complete system.

Add/Deduct One Hundred Forty Eight Thousand
Six Hundred & no/100 (\$ 148,600.00)
(Show amount in both words and numbers; in the event of a discrepancy between the words and the numbers, the words shall govern)

ALTERNATE NO. 3: Relocate the Split System Air Conditioning system from the Contractor Shop & Storage Room, Room 131 to the Maintenance Shop located east of the Main Building. Install new electrical supply feeders from within the Maintenance Shop as shown on E1.01. Evacuate, reinstall, and fully charge the refrigerant lines. Shorten length of refrigerant lines as necessary to locate outdoor condensing unit as directed by Site Personnel. The HVAC work is shown on various H drawings. This work consists of two (2) indoor units and one (1) outdoor condensing unit.

Relocate one (1) indoor Split System A/C wall unit and the exterior condensing unit from the Tools, Parts, & Equipment Room, Room 116 to Mechanical Equipment 105. Install new electrical

supply feeders as shown on Sheet E1.01. Evacuate, reinstall, and fully charge the refrigerant lines. Shorten length of refrigerant lines as necessary to locate outdoor condensing unit as directed by Site Personnel. The HVAC work is shown on various H drawings. Turn the remaining indoor unit over to the Owner.

Add/Deduct Nine Thousand Nine Hundred dollars
and no/100 (\$ 9900.00)
(Show amount in both words and numbers; in the event of a discrepancy between the words and the numbers, the words shall govern)

ALTERNATE NO. 4: Construct Compressor Room as shown on Architectural Sheet A1.01 Install air intake & exhaust louvers as shown on Sheet H1.01 and power and lighting as shown on Sheet E1.01.

Relocate the Fire Protection air compressor from Mechanical Equipment Room, Room 105 to the new Compressor Room. Extend power from the existing room to the Compressor Room as shown on Sheet E1.01.

Add/Deduct One Hundred Three Thousand Seven
Hundred dollars & no/100 (\$ 103,700.00)
(Show amount in both words and numbers; in the event of a discrepancy between the words and the numbers, the words shall govern)

ALTERNATE NO. 5: Replace the existing toilet room exhaust fans (total of 4), as shown. Replace exhaust fan and install make-up air unit for Paint Shop, as shown.

Add/Deduct Sixty Three Thousand Four Hundred
dollars & no/100 (\$ 63,400.00)
(Show amount in both words and numbers; in the event of a discrepancy between the words and the numbers, the words shall govern)

CONTRACT AWARD

The contract is intended to provide the agency with a purchase price for the Contracted Items. The Contract shall be awarded to the Vendor that provides the overall lowest cost for Contract Item #1 (Base Bid). Contract Item(s) #2 Add Alternate No. 1, #3 Add Alternate No. 2, #4 Add Alternate No. 3, #5 Add Alternate No. 4, #6 Add Alternate No. 5 will be awarded if funds are available. Owner will select Alternate Bid Items in the order they are presented in the bid documents, and the Owner reserves the right to accept or reject the alternate bid(s) if the costs exceed the amount budgeted for the Project.

TIME OF COMPLETION

The contractor agrees to commence the work upon receiving a Notice to Proceed and complete the work within one-hundred eighty (180) days. In the event the work is not completed within the time period stated above, the Contractor shall pay the Owner as liquidated damages, the sum of \$500.00 per day until substantial completion is achieved.

The Contractor 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.

ACCEPTANCE PERIOD

The undersigned agrees that his proposal will be valid and enforceable for sixty (60) days and, if authorized to proceed within that period, will execute a formal contract with the Owner as prescribed in the bidding documents.

TAXES/PERMITS

The Contractor affirms that all Federal, State and Local Taxes and Permits of whatever character or description are included in this Proposal.

ADDENDA

The undersigned Bidder confirms that the costs for all issued Addenda are included in this Bid, and hereby acknowledges receipt of the following Addenda covering revisions to the Bidding Documents:

Addendum No. 1 Dated 8/24/15
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER

The undersigned Bidder does hereby designate the address given below as the legal address to which all notices, directions or other communications may be served or mailed.

Street 3311 Dudley Ave.
City Parkersburg State WV

The undersigned Bidder does hereby declare that the bidder has the legal status checked below:

Individual

Co-Partnership
 Corporation Incorporated
under the laws of the State of WV

The Names and addresses of all persons indicated as partners in this Proposal are as follows:

WEST VIRGINIA ARMY NATIONAL GUARD
HVAC RENOVATIONS - RE-BID

WILLIAMSTOWN, WV

The proposal is submitted in the name of:

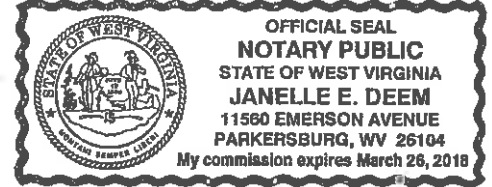
Steers Heating & Cooling Inc.

By

Bruce Bolden
(Signature)

Signed and Sealed this 2nd day of September, 2015

Contractor License Number: WV005278



SIGNATURE OF BIDDER

Name of Firm: Steers Heating & Cooling Inc.

Address: 3311 Dudley Ave.

City/ State/ Zip Parkersburg, WV 26104

Phone No. (304) 422-8446

Fax No. (304) 422-8440

Email Address: bbolden@steersheating.com

By: Bruce Bolden

Signature: Bruce Bolden

Signed and Sealed this 2nd day of September, 2015

END OF PROPOSAL FORM





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

STATE OF WEST VIRGINIA,

COUNTY OF Wood, TO-WIT:

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

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

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

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

By: Bruce Bolden

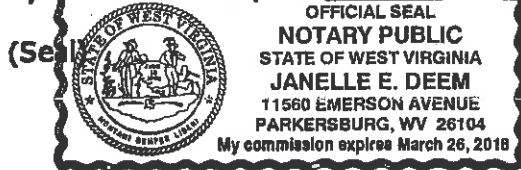
Title: President

Company Name: Steers Heating & Cooling Inc.

Date: 9/2/15

Taken, subscribed and sworn to before me this 2nd day of September, 2015.

By Commission expires March 26, 2018

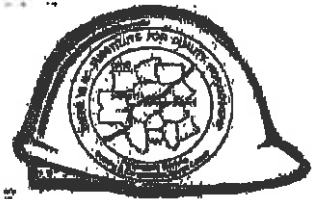


Janelle E. Deem
(Notary Public)

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



*Parkersburg-Marietta Contractors and Trades
Educational and Development Fund
2400 Garfield Avenue
Parkersburg, WV 26101
(304) 485-6322*



September 2015

Steers Heating & Air Conditioning
3311 Dudley Avenue
Parkersburg, WV 26104

BWC Drug Free Program:

Be advised that Steer Heating & Air Conditioning employees receive their 10-panel drug screen tests, Drug & Alcohol Awareness training and random drug screens from our office. The substance abuse testing program falls under the Comparable Program and exceeds the Advanced Level random testing requirements for the OH BWC.

We have the results and the invoices for these services on file in our office. The policies for these services can be obtained by calling our office at 1-800-647-6322. They are also located on our website: pmctedf.com

If you have any further questions, feel free to contact my office at 1-800-647-6322.

Thank you

Letha Haas

Parkersburg-Marietta Contractors & Trades
Education & Development Fund

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV005278

Classification:

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

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

Date Issued

SEPTEMBER 18, 2014

Expiration Date

SEPTEMBER 18, 2015


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.



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ADJ1600000005

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

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

Steers Heating & Cooling Inc.

Company

Brian Balder

Authorized Signature

9/2/15

Date

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Steers Heating & Cooling Inc.

Contractor's License No. WV005278

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **Required Information.** The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.


6. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, 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.

Steers Heating & Cooling Inc.

(Company)

 Bruce Bolden, President
(Authorized Signature) (Representative Name, Title)

304-422-8446 304-422-8440 9/2/15
(Phone Number) (Fax Number) (Date)

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-20-2, 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 neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Steers Heating & Cooling Inc.

Authorized Signature: *Brian Bolter* Date: 9/2/15

State of WV

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of September, 2015

My Commission expires March 26, 2018

AFFIX SEAL HERE

NOTARY PUBLIC

Janelle E. Deem
Purchasing Affidavit (Revised 07/01/2012)

