



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: Williamstown AASF#1- HVAC Renovations

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-08-06	2015-09-02 13:30:00	CRFQ 0603 ADJ1600000005	1

**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:

Morrison Inc.  
 410 Colgate Drive  
 Marietta Ohio 45750  
 740-373-5869

09/02/15 12:57:10  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

*Charles Hedges*

FEIN # 31-0641103

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				

*See attached bid form*

Comm Code	Manufacturer	Specification	Model #
72000000			

**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	
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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Contract Item#2- Alternate No. 1				

*See attached bid form*

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.

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Contract Item#3- Alternate No. 2				

*See attached bid form*

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:	
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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				<i>See attached bid form</i>

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:	
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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				<i>See attached bid form</i>

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	
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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Contract Item#6- Alternate No. 5				
			<i>See attached bid form</i>		

Comm Code	Manufacturer	Specification	Model #
72000000			

**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.

<b>ADJ1600000005</b>	<b>Document Phase</b> Final	<b>Document Description</b> Williamstown AASF#1- HVAC Renovations	<b>Page 5</b> <b>of 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**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: Morrison Inc.

Contractor's License No. WV001576

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

Morrison Inc.  
(Company)

David M. Hays V.P.  
(Authorized Signature) (Representative Name, Title)

740.373.5869 740.373.6319 Sept 2, 2015  
(Phone Number) (Fax Number) (Date)

**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.

Morrison Inc.  
Company

[Signature]  
Authorized Signature

Sept. 2, 2015  
Date

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

**Proposal Form**

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

NAME OF BIDDER: Morrison 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**

One million eight thousand four hundred <sup>one dollars</sup> (\$ 1,008,401.00)  
(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 No Bid (\$ No Bid)  
(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 No Bid (\$ No Bid)  
(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           No Bid           (\$           No Bid          )  
(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           No Bid           (\$           No Bid          )  
(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           No Bid           (\$           No Bid          )  
(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 8/29/15  
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 410 Colgate Drive  
City Marietta State Ohio

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 Ohio

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

~~Ken Morrison~~ President  
\_\_\_\_\_  
\_\_\_\_\_

*MM*

The proposal is submitted in the name of:

Morrison Inc.  
By David M. Haas V.P.  
(Signature)

Signed and Sealed this 2nd day of September

Contractor License Number: WV001576

**SIGNATURE OF BIDDER**

Name of Firm: Morrison Inc.

Address: 410 Colgate Drive

City/ State/ Zip Marietta, Ohio 45750

Phone No. (740) 373-5869

Fax No. (740) 373-6319

Email Address: dave.haas@morrisonhvac.com

By: David M. Haas

Signature: David M. Haas V.P.

Signed and Sealed this 2nd day of September, 2015

END OF PROPOSAL FORM

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Morrison Inc  
of 401 Colegate Drive, Marietta OH 45750, as Principal, and The Ohio Casualty Insurance  
Company of 62 Maple Avenue, Keene NH 03431, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
New Hampshire with its principal office in the City of Keene, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obliges, in the penal sum of 5% of attached bid (\$5% (Five Percent)) 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  
CRFQ ADJ160000005 Renovation of HVAC System at Williamstown AASF#1  
Located: 387 Aviation Dr, Williamstown WV

**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 Obliges 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, 2015.

Principal Seal

Morrison, Inc

(Name of Principal)

By [Signature]

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

V.P.  
(Title)

Surety Seal

The Ohio Casualty Insurance Company

(Name of Surety)

[Signature]  
Attorney-in-Fact

Randall T. Barengo

**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 IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No 5765976

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Dustin J. Becker, Laura Covault, David L. Mitchem, Randall Barengo, James H. Barengo

all of the city of Manetta, state of OH each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: *Gregory W. Davenport*  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of September, 20 15.



By: *David M. Carey*  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



*Insurance Commissioner of West Virginia*  
*Certificate of Good Standing*

April 23, 2008

I hereby certify that the **OHIO CASUALTY INSURANCE COMPANY**, domiciled in the State of Ohio, has been licensed in West Virginia since August 03, 1921, and is licensed to transact the business of insurance as defined in Chapter 33

ARTICLE 1, SECTION 10(b)	ACCIDENT & SICKNESS
ARTICLE 1, SECTION 10(c)	FIRE
ARTICLE 1, SECTION 10(d)	MARINE
ARTICLE 1, SECTION 10(e)	CASUALTY
ARTICLE 1, SECTION 10(f) (1) (2) & (3)	SURETY

of the West Virginia Code, in the State of West Virginia.

It has complied with all our laws and is in "GOOD STANDING" in the State of West Virginia on the above date.

  
Jane S. Cline  
Insurance Commissioner



WV FILE NO: 0557

# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** WV001576

**Classification:**

ELECTRICAL  
HEATING, VENTILATING & COOLING  
PIPING  
PLUMBING  
RESIDENTIAL  
SPECIALTY

MORRISON INC  
DBA MORRISON INC  
410 COLEGATE DR  
MARIETTA, OH 45750-9549

**Date Issued**

AUGUST 19, 2015

**Expiration Date**

AUGUST 19, 2016



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

*David M. Hines V.P.*  
Authorized Company Signature

*Michael A. Carl*  
Chair, 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.



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

STATE OF WEST VIRGINIA, <sup>Ohio</sup>  
COUNTY OF Washington, TO-WIT:

I, David Haas, after being first duly sworn, depose and state as follows:

- I am an employee of Morrison Inc.; and,  
(Company Name)
- I do hereby attest that Morrison 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: *David M. Haas*  
 Title: *V.P.*  
 Company Name: *Morrison Inc.*  
 Date: *Sept. 2, 2015*

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

By Commission expires 04/25/16



ALISHA E. MCINTIRE, Notary Public  
In and For The State of Ohio  
My Commission Expires 04/25/16

*Alisha E. McIntire*  
(Notary Public)

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

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form of 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: Morrison Inc.

Authorized Signature: [Signature] Date: Sept. 2, 2015

State of Ohio

County of Washington, to-wit:

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

My Commission expires 04/25, 2016

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Alisha E. McIntire

*Purchasing Affidavit (Revised 07/01/2012)*



ALISHA E. MCINTIRE, Notary Public  
In and For The State of Ohio  
My Commission Expires 04/25/16