

State of West Virginia Request for Quotation 09 - Construction

Proc Folder: 309123

Doc Description: Addendum 2-HVAC PREVENTIVE/CORRECTIVE MAINTENANCE AND PARTS

Proc Type: Central Master Agreement

Version Solicitation No Date Issued **Solicitation Closes** 3 CRFQ 0803 DOT1700000084 2017-06-01 2017-05-23 13:30:00

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:

Perfection Group 102 Roxalana Business Park Dunbar, WV 25064

364-373-7246

06/01/17 12:34:01 MU Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers (304) 558-0246

jessica.s.chambers@wv.gov

FEIN # 31-1067245

DATE 5/31/2017

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

			LON:

Addendum

Addendum No.02 issued to publish and distribute the attached information to the vendor community.

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The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Highways Materials Control, Soils and Testing Division (WVDOH - MCS&T, 190 Dry Branch Drive, Charleston, WV 25306) to establish an open-end contract for HVAC Maintenance. MCS&T is established as the Agency, per the specifications and terms and conditions as attached.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS MATERIALS, CONTROL,	•	DIVISION OF HIGHWAYS MATERIALS, CONTROL, SO	OILS, & TESTING
190 DRY BRANCH DR		190 DRY BRANCH DR	
CHARLESTON	WV25306	CHARLESTON	WV 25306
us		us	

	Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	1	HVAC	0.00000	exlainit (523 AM 00
1			<u> </u>	EXPLIDIT		1 77,000.

Comm Code	Manufacturer	Specification	Model #	
72151201				

Extended Description:

PREVENTATIVE, CORRECTIVE, AND PARTS

AWARD WILL BE BASED ON TOTAL BID AMOUNT

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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)

[]]	Addendum No. 1	[]	Addendum No. 6
[]	Addendum No. 2	1]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	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.

Perfection Group
Company
Duck B. Ray
Authorized Signature
5/31/17
Date

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

Revised 6/8/2012



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-013g

State of West Virginia Request for Quotation 09 - Construction

Proc	Folder:	309123
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Doc Description: Addendum 1-HVAC PREVENTIVE/CORRECTIVE MAINTENANCE AND PARTS

Proc Type: Central Master Agreement

Date Issued

Selicitation Closes Solicitation No

Version

2017-05-19

2017-05-25 13:30:00

CRFO

0803 DOT1700000084

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

WENDOR

Vendor Name, Address and Telephone Number:

Perfection Group 102 Foxalana Business Park Dunbar, WY 25064

304-373-7246

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN# 31-1067245

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Page: 1

FORM ID: WV-PRC-CRFQ-001

INFORMATION:

Addendum

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INVOIGE TO		SHAP TO ESTATE OF THE STATE OF		
DIVISION OF HIGHWAYS MATERIALS, CONTROL, S 190 DRY BRANCH DR		DIVISION OF HIGHWAYS MATERIALS, CONTROL, SOILS, 190 DRY BRANCH DR	& TESTING	
CHARLESTON	WV25306	CHARLESTON	WV 25306	
us		US		

	Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	1	HVAC	0.00000			
1			<u>see</u>	exhibit c		433,800 m

Comm Code	Manufacturer	Specification Model #	
72151201		131 0 201 17	_
			- 1
			- 1

Extended Description:

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AWARD WILL BE BASED ON TOTAL BID AMOUNT

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Perfection Group

Company

Lay

Authorized Signature

5 | 31 | 17

Date

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Revised 6/8/2012



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

State of West Virginia Request for Quotation 09 - Construction

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Doc Description: HVAC PREVENTIVE/CORRECTIVE MAINTENANCE AND PARTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-11	2017-05-25 13:30:00	CRFQ 0803 DOT1700000084	1

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BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Perfection Group 102 Roxalana Business Park Dunbar, W 25064

304-373-1246

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers (304) 558-0246

jessica.s.champers@wv.gov

Signature X

FEIN# 31-1067245

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Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDITIONAL INFORMALTON:

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CHARLESTON	WV25306	CHARLESTON	WV 25306
us		US	

Line Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1 HVAC	See	exhibit	C	\$33,800.°
Comm Code Manufacturer 72151201	Specific	ation	Model #	

Extended Description :

PREVENTATIVE, CORRECTIVE, AND PARTS

AWARD WILL BE BASED ON TOTAL BID AMOUNT

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:	terfection	Group
Contractor's License	No.: WV-D224001	

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;

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Perfection Group

project. ubcontractor Name	T. ST. 1 IA-
POOCHURCHOI MAINE	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.
Tracib. Ray Business Development Rep (Name, Title)
Tracib. Kay Business Development KOD
(Printed Name and Title) 102 hoxalana Business Park Dunbar, W 25064 (Address)
304-373-7246 855-879-8051
(Phone Number) / (Fax Number) traye perfection group. com (email address)
(onlan 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.

Perfection Group
(Company) Clay Business Development Rep / Traci B. Ra (Authorized Signature) Representative Name, Title)
Traci B. Ray Business Development Rep (Printed Name and Title of Authorized Representative)
5 31 2017 (Date)
304-373-7246 855-879-8051 (Phone Number) (Fax Number)

- 11.2.3 Any other remedies available in law or equity.
- 11.3 Agency reserves the right to inspect the HVAC Maintenance to ensure that Vendor's performance is in compliance with this Contract. If Agency determines that Vendor has failed to perform in accordance with this Contract, Agency may demand that the Vendor immediately remedy the failure or consider the failure to be a default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

12. MISCELLANEOUS:

12.1 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 it's Contract Manager and his or her contact information below.

Contract Manager: Traci B. Kay
Telephone Number: 304-373-7246
Fax Number: 855-879-805)
Email Address: tray@perfectiongroup.com

REQUEST FOR QUOTATION HVAC Maintenance

EXHIBIT C - PRICING PAGE

Preventive Maintenance:

Quarterly Charge	x	4 quarterly	2707b	Total Yearly Charge
\$ 1450.00	x	4	Money Money	s_5800.00
Corrective Maintenance:				
Hourly Labor Rate	X	Estimated Hours	=	Total Labor Cost
\$ 80.00	x	200	===	\$ 16,000.00
Estimated Parts Cost	z	Multiplier		Total Parts Cost
\$10,000.00	x	1.20	=	\$ 12,000.00

Total Bid Amount: * \$ 33,800.00

^{*} Total Cost is calculated by adding the Total Yearly Cost, Total Labor Cost, and the Total Parts Cost.

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 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 exceed 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.

WITHESS THE FULLOWING SIGNATURE:		
Vendor's Name: Perfection Group		
Authorized Signature:		Date: 5/31/2017
State of WV		
County of Kanawha , to-wit:		
Taken, subscribed, and sworn to before me this 3	I day of May	, 20 <u>1</u> 7
My Commission expires July 18,	, 20 <u>19</u> .	
AFFIX SEAL HERE	NOTARY PUBLIC_	Sheyy Buchu
OFFICIAL SEAL NOTARY PUBLIC		Purchasing Affidavit (Revised 08/01/2015)

STATE OF WEST VIRGINIA,



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

cou	NTY OF Kanawha	_, TO-WIT:	
		, after being first duly sworn, depose	
1.	I am an employee of Per	fection Group (Company Name)	; and,
2.	I do hereby attest that _	Perfection Group (Company Name)	
	maintains a written plan policy are in compliance	for a drug-free workplace policy and with West Virginia Code §21-1D.	that such plan and
The a	bove statements are swo	rn to under the penalty of perjury. Printed Name: Traci B. Ray	
		Signature: VIIII	gu
		Title: Business Development Representa	ative
		Company Name: Perfection Group	
		Date:	
Taken	, subscribed and sworn to	before me this 31^{61} day of M	ay , 2017.
Ву Со	mmission expires		
(Seal)	OFFICIALS NOTARY PI STATE OF WEST OF LOGIC TALE 110 20 ASTA	EAL BLIC VISICINA OS ALER E SOAD SOTT	of Bucky
	man man makes and makes and analysis	(Noton: Dublic) / /	

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.

WV-96 Rev. 5/16

ACCEPTED BY:

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- <u>DISPUTES</u> Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. <u>TAXES</u> Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
- 5. PAYMENT Any reference to prepayment are deleted. Payment will be in arrears.
- 6. INTEREST Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
- 7. NO WAIVER Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
- 8. <u>FISCAL YEAR FUNDING</u> Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- STATUTE OF LIMITATIONS Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. <u>FEES OR COSTS</u> The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. <u>ASSIGNMENT</u> Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. <u>LIMITATION OF LIABILITY</u> The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. <u>RIGHT TO TERMINATE</u> Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 15. <u>TERMINATION CHARGES</u> Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. <u>INSURANCE</u> Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
- 18. <u>RIGHT TO NOTICE</u> Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- CONFIDENTIALITY Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21. <u>AMENDMENTS</u> All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parities. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
- 22. <u>DELIVERY</u> All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

STATE OF WEST VIRGINIA	<u>VENDOR</u>
Spending Unit:	Company Name: Perfection Group
Signed:	Signed: WWW D. (Car
Title:	Title: Business Development Representative
Date:	Date: 5/31/2017

Agency			
REQ.P.O#	0803 DO	OT17000	000084

BID BOND

	KNOW	ALL MEN BY THESE PR	SE PRESENTS, TH	hat we, the undersigned,	Perfection Group, Inc.	
	_ of	Dunbar		wv	_, as Principal, and The Cincinnati Insurance Company	
	of	Fairfield	, <u>OH</u>		organized and existing under the laws of the State of Chio	
				Fairfield, OH		
of West	Virginia,	as Obligee, in the	penal sum of Five Pe	rcent (5%) of the Total Bid Amour	of (\$ 5%) for the payment of which,	
well and	truly to I	be made, we jointly	and severally bind	ourselves, our heirs, ad-	ministrators, executors, successors and assigns.	
	The Co.	ndition of the abov	ve obligation is su	ch that whereas the Pri	inclpal has submitted to the Purchasing Section of the	
Departm	ent of A	dministration a cert	ain bid or proposal,	attached hereto and ma	de a part hereof, to enter into a contract in writing for	
Quart	erly PM	's at WV Division	of Highways			
	NOW T	HEREFORE,				
attached	(a) (b) hereto	and shall furnish an	e accepted and the other bonds and	insurance required by th	into a contract in accordance with the bid or proposal e bid or proposal, and shall in all other respects perform	
full force	and effe	ect. It is expressly	tance of said bid, to understood and ag nis obligation as he	reed that the liability of	pe null and void, otherwise this obligation shall remain in the Surety for any and all claims hereunder shall, in no	
way imp walve no	aired or a	ety, for the value re affected by any ex ny such extension.	ceived, hereby stip tension of the time	oulates and agrees that to within which the Obliga	he obligations of said Surety and its bond shall be in no ee may accept such bid, and said Surety does hereby	
	WITNES	S, the following sig	natures and seals	of Principal and Surety, o	executed and sealed by a proper officer of Principal and	
				idual, this 25th day of		
Principal		,			Perfection Group, Inc.	
(*Timorpa)	OGGI				(Name of Principle)	
					(Must be President, Vice President, or	
					W. Tata (ABLETATIL - PLES	
					(Title) OWNEZ	
Surety Se	al				The Cincinnati Insurance Company	
·					(Name of Surety)	
				Da	utricia L. Hehman, Attorney-in-Fact	
					micia E. Heilinatt, rationaly articles	

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.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Thomas R. Dietz; Robert E. Gigax, Jr.; Patricia L. Hehman; Cassandra J. Krumpelman; Phyllis T. Neal; Shelly M. Martin and/or Christina A. Arvizu

of Cincinnati, Ohio

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

'RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached. continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.

STATE OF OHIO COUNTY OF BUTLER

) ss:

THE CINCINNATI INSURANCE COMPANY

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date. Section 147.03 O.R.C.

Gregory J Secretary

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio. 25th day of May

. CORPORATE

this

BN-1005 (10/08)





THE CINCINNATI INSURANCE COMPANY FINANCIAL STATEMENT DECEMBER 31, 2016

ASSETS

Cash	\$ 412,875,678
Bonds	5,628,186,145
Stocks	4,262,647,622
Agents Balance Receivable	1,533,109,276
All Other Admitted Assets	255,877,922
TOTAL ADMITTED ASSETS	<u>\$12,092,696,643</u>

LIABILITIES

Reserve for Losses and Loss Expense Reserve for Unearned Premiums		\$4,505,982,242
All Other Liabilities		2,172,469,641 728,283,245
Capital	\$ 3,586,355	120,200,270

Surplus \$ 3,586,355 \$ 4,682,375,160

TOTAL LIABILITIES & EQUITY <u>4.685,961,515</u> \$12,092,696,643

State of Ohio County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2016 is true and correct to the best of her knowledge and belief.

Theresa A. Hoffer

Senior Vice President, Treasurer

Subscribed and sworn before me this 21st day of February, 2017.

Jennifer L. Scheid Notary Public, State of Ohio My Commission Expires 01-16-2821



WEST VIRGINIA CONTRACTOR LICENSING POARD

PAAAAAAAA

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV022601

Classification:

HEATING, VENTILATING & COOLING

PERFECTION GROUP INC DBA PERFECTION SERVICES OF WV INC 2649 COMMERCE BLVD CINCINNATI, OH 45241

Date Issued

Expiration Date

DECEMBER 14, 2016

DECEMBER 14, 2017

Authorized Company Signature

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 hid 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/29/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Karen McCloud Arthur J. Gallagher Risk Management Services, Inc. 1 W. 4th Street, Suite 1300 Cincinnati OH 45202 PHONE (A/C, No, Ext): 513-977-3100 E-MAIL ADDRESS: karen_mccloud@ajg.com FAX (A/C, No); INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : Cincinnati Insurance Company 10677 INSURED INSURER B : Lloyds of London Syndicate 1919 Perfection Group, Inc. INSURER C : Cincinnati Casualty Company 28665 102 Roxalana Business Park INSURER D : Dunbar WV 25064 INSURER E : INSURER F : COVERAGES CERTIFICATE NUMBER: 1748061823 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR POLICY EFF POLICY EXP INSR TYPE OF INSURANCE LTR INSD WVD POLICY NUMBER LIMITS Α Х COMMERCIAL GENERAL LIABILITY CPP0885591 9/1/2016 9/1/2017 EACH OCCURRENCE DAMAGE TO RENTED \$1,000,000 CLAIMS-MADE X OCCUR PREMISES (Ea occurrence) \$1,000,000 MÉD EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 POLICY X PRO-PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: \$ COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 9/1/2016 9/1/2017 CPP0885591 \$1,000,000 ANY AUTO X BODILY INJURY (Per person) \$ SCHEDULED AUTOS NON-OWNED ALL OWNED BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) HIRED AUTOS AUTOS 5 X UMBRELLA LIAB Α Х CPP0885591 9/1/2016 9/1/2017 OCCUR EACH OCCURRENCE \$15,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$15,000,000 DED X RETENTION \$0 WORKERS COMPENSATION C EWC 0397060 9/1/2016 9/1/2017 X PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$100,000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$100,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$500,000 В Professional Liability PGIARK05026-01 5/22/2016 5/22/2017 Each Claim \$2,000,000 Pollution Liability \$2,000,000 Aggregate DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE SPECIMEN THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. FOR ILLUSTRATION PURPOSES ONLY NO OTHER USE IS AUTHORIZED AUTHORIZED REPRESENTATIVE