#### **Exhibit A Pricing Page**

State of West Virginia – General Services Division California Avenue Sidewalk Replacement Project



Name of Bidder:

AGSTEN CONSTRUCTION COMPANY

The Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

Base Bid (all inclusive lump sum bid for all Contract Services):

\$ /87,000. (Commodity Line 1)

ONE HOWBRED EIGHTY SEVEN THOUSAND DOLLARS AND ZERO CENTS

(Show amount in both words and numbers)

Agency Purchasing	
REQ.P.O#GSD1900000002	

#### **BID BOND**

of Charleston	BY THESE PRESENTS, That we, the undersign West Virginia	, as Principal, and General Casualty Company of Wisconsin
of Atlanta		tion organized and existing under the laws of the State of
Wisconsin with its	Adjamen 10 A	, as Surety, are held and firmly bound unto the State
	e, in the penal sum of Twenty Two Thousand and	
		s, administrators, executors, successors and assigns.
The Condition of t	he above obligation is such that whereas the Pri	incipal has submitted to the Purchasing Section of the
Department of Administrati	on a certain bid or proposal, attached hereto and	I made a part hereof, to enter into a contract in writing for
GSD1900000002 Californ	ia Ave Sidewalk Replacement Project located	at Capitol Complex
NOWE PERSON		
NOW THEREFOR	•	
(a) If said bid sha (b) If said bid sha		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 a	acceptance of said bid, then this obligation shall	be null and void, otherwise this obligation shall remain in full
torce and effect. It is expre	ssly understood and agreed that the liability of the firm of the stated.	ne Surety for any and all claims hereunder shall, in no event,
	Taylor Salar Holes Caled.	
The Surety, for the	e value received, hereby stipulates and agrees th	nat the obligations of said Surety and its bond shall be in no
way impaired or affected by waive notice of any such ex	any extension of the time within which the Oblig	gee may accept such bid, and said Surety does hereby
wall of the state of the state of		
IN WITNESS WHE	EREOF, Principal and Surety have hereunto set	their hands and seals, and such of them as are corporations
have caused their corporate	seals to be affixed hereunto and these present	s to be signed by their proper officers, this
5th day of September	, <sub>20</sub> 18	
Principal Corporate Seal		Agsten Construction Company, Inc.
		(Name of Principal)
		By //
	TO REPORT CLAIMS:	(Must be President or Vice President)
	EMAIL CONTACT:	PRESIDENT
SURETYCLAIMS@NATLCLAIM.COM – OR MAIL TO: SURETY CLAIMS	(Title)	
	SURETY CLAIMS	General Casualty Company of Wisconsin
Surety Corporate Seal	NATIONAL CLAIM SERVICES, INC.	(Name of Surety)
	P.O. BOX 500698 ATLANTA, GA 31150	( in the second)
	(800) 424-0132	R L U
		Viul K-D
		Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

#### **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS, that General Casualty Company of Wisconsin (the "Company"), a corporation duly organized and existing under the laws of the State of Wisconsin, having its principal office at 55 Water Street 20th Floor, New York. NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint Andrew C. Heaner, Stefan E. Tauger, Arthur S. Johnson, James E. Feldner, Jeffery L. Booth, Melanie J. Stokes, David R. Brett, Scott E. Stoltzner, Jason S. Centrella, Kelley E.M. Nys, Michael J. Brown, Omar G. Guerra and Matthew Hollingsworth of Allstar Surety Company, Inc. of Atlanta, GA its true and lawful Attorney-in-Fact, to sign its name as surety only as defineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority, and to revoke any such appointment at any time,

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seat, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and

FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued

to WITNE	SS WHEREOF, the Compar seal hereunto affixed this Dec	ny has caused these pre- cember 18, 2017.	sents to be s	signed and attested by its appropriate officers and it
	Attest.	1/1	GENE	ERAL CASUALTY COMPANY OF WISCONSIN
(Seal)	By: Dutt	telaus	By:	(1) (5)
	Brett Halse			Matt Curran
	Senior Vice	President		Senior Vice President
STATE OF	NEW YORK )			
COUNTY (	OF NEW YORK )			
1 1 44 145 145 145 145 145 145 145 145 1	or ocupies cespetta collina	THE CHIVEISTANISH MINT N	ant paren se	and Matt Curran, both to me known to be Senior Victoria, being authorized to do, execute the foregoing pration by each as a duly authorized officer.
	Harpseet Kaur Mann Jossy Public, State of New York No. 02th A6335099 Qualified in New York County		LMER regi Kaur Mar	MANY Public
	mission Expires December 28, 2019		IFICATE	
I, Jose Kar	non Gonzalez, Jr., the under	rsigned, Corporate Secre	tary of Gener	ral Casualty Company of Wisconsin do hereby certifi
mar me for	eyong is a true, correct and	complete copy of the or	idinal Power i	of Attorney that said Power of Attorney has not been
revoked or	rescinded and that the author	prity of the Attorney-in-Fa	ct set forth he	erein, who executed the bond or undertaking to which
this Power	of Attorney is attached, is in f	ull force and effect as of t	his date	The state of the s

By:

September

Jose Ramon Gonzalez, Jr., Corporate Secretary

JiR.

2018

Given under my hand and seal of the Company, this 5th day of

(Seal)

#### GENERAL CASUALTY COMPANY OF WISCOMS

Statement of Admitted Assets, Liabilities and Capital and Surplus

As of December 31, 2017

As of December 31, 2017		
(In thousands)		As of
	ŭe	g 31, 2017
ADMITTED ASSETS		
Cash and invested assets	8	420,100
Agents' balances and uncollected premiums, net of commission and balances over 90 days past due	•	,.,.
Reinsurance recoverable on paid losses and loss adjustment expenses		40,828 48,534
Net deferred tax asset		17,883
investment income due and accrued		1,962
Receivables from parent, subsidiaries and affiliates		93,219
Other assets		174,865
TOTAL ADMITTED ASSETS	\$	797,391
LIABILITIES AND CAPITAL AND SURPLUS	-	
Liabilities		
Reserves for losses and loss adjustment expenses	\$	nac nen
Unearned premiums	*	305,882
Reinsurance payable on paid loss and loss adjustment expenses		129,612
Ceded reinsurance premiums payable, net of commissions		1,9 <del>9</del> 7 70,177
Other expenses		2,050
Commissions payable		21,253
Taxes, licenses and fees		21,255 374
Remittances and items not allocated		4.929
Provision for reinsurance		223
Retroactive reinsurance		0
Amounts withheld or retained for account of others		1,025
Payable from parent, subsidiaries and affiliates		19.039
Other labilities		(10,130)
Total Liabilities	\$	546,411
Capital and Surplus		
Common stock	\$	4,000
Gross paid in and contributed surplus	Ą	224.378
Special surplus funds		224,376
Unassigned funds (defic.t)		42,504
Treasury stock, at cost		(19,902)
Total capital and surplus	\$	250,980
	<del>(iii)</del>	· · · · · · · · · · · · · · · · · · ·
Total liabilities and capital and surplus	\$	797,391

I. Matt Curran, Senior Vice President of General Casualty Company of Wisconsin, hereby certify that the above is an accurate representation of the financial statement of General Casualty Company of Wisconsin dated December 31, 2017, as filed with the various State Insurance Departments and is a true and correct statement of the condition of General Casualty Company of Wisconsin as of that date.

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: GSD1900000002

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 addends and have made the necessary revisions to my proposal, plans and/or specification, etc.

Adde	ndu	n N	lumbers Received;			
(Chec	k the	<b>b</b> 6	x next to each addendum rece	eive	1)	
	M	(print)	Addendum No. 1	[	3	Addendum No. 6
	E.	]	Addendum No. 2	[	]	Addendum No. 7
	[	]	Addendum No. 3	9casson#	The state of the s	Addendum No. 8
	*	1	Addendum No. 4	Ť.	j	Addendum No. 9
	[	1	Addendum No. 5	[	1	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.

Authorized Signature

Date

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



## WEST VIRGINIA CONTRACTOR LICENSING BOARD

# **CONTRACTOR LICENSE**

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV031022

Classification:

GENERAL BUILDING

AGSTEN CONSTRUCTION COMPANY INC DBA AGSTEN CONSTRUCTION COMPANY INC 209 WASHINGTON STREET W #100 CHARLESTON, WV 25302

**Date Issued** 

**Expiration Date** 

MAY 18, 2018

MAY 18, 2019

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 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.

Client#: 1114657

AGSTECON1

#### ACORD...

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT Diane Brown, AAI PHONE (A/C, No, Ext): 304-347-0629 FAX (A/C, No): 304-347-0605

USI Ins Svcs C/L Charleston 1 Hillcrest Drive East DDRESS: diane.brown@usi.com Charleston, WV 25311 INSURER(S) AFFORDING COVERAGE NAIC # 304 347-0611 INSURER A : Westfield Insurance Comp 24112 IN\$URED 12372 INSURER B : BrickStreet Mutual Insurance Company Agsten Construction Co., Inc. INSURER C: 209 Washington St W Sulte #100 INSURER D Charleston, WV 25302 **INSURER E:** INSURER F:

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR TYPE OF INSURANCE POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) POLICY NUMBER LIMITS X COMMERCIAL GENERAL LIABILITY 04/26/2018 04/26/2019 EACH OCCURRENCE Α CMM3907572 \$1,000,000 CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) s500,000 X PD Ded:500 MED EXP (Any one person) s 5,000 PERSONAL & ADV INJURY \$1,000,000

GEN'L AGGREGATE LIMIT APPLIES PER: \$2,000,000 **GENERAL AGGREGATE** POLICY LOC \$2,000,000 PRODUCTS - COMP/OP AGG OTHER: AUTOMOBILE LIABILITY 04/26/2018 04/26/2019 (Ea accident) CMM3907572 s1,000,000 ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED PROPERTY DAMAGE HIRED AUTOS ONLY AUTOS ONLY UMBRELLA LIAB A X OCCUR 04/26/2018 04/26/2019 EACH OCCURRENCE CMM3907572 \$2,000.000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$2,000,000 X RETENTION \$0 DED WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WCB1019272 04/26/2018 04/26/2019 X PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT s1.000.000 Ν (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$1,000,000

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

CERTIFICATE HOLDER	CANCELLATION	
Agsten Construction Co., Inc. Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE	
	James F. Crouse	

© 1988-2015 ACORD CORPORATION, All rights reserved.

E.L. DISEASE - POLICY LIMIT

\$1,000,000

## STATE OF WEST VIRGINIA Purchasing Division

### **PURCHASING AFFIDAVIT**

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

#### **DEFINITIONS:**

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

#### WITNESS THE FOLLOWING SIGNATURE:

My Commission Expires

April 13, 2022 6 Holly Circle, Winfield, WV 25213

Vendor's Name: Agsten Construction Company Inc.	
Authorized Signature	August 23, 2018
State of West Virginia	
County of Putnam to-wit:	
Taken, subscribed, and sworn to before me this 23 day of August	, 20 <u>18</u> .
My Commission expires April 13 2022.	
AFFIX SEAL HERE NOTARY PUBLIC OFFICIAL SEAL CASEY E MILLER STATE OF WEST VISIBILE OF STATE OF WEST VISIBILE OF STATE OF WEST VISIBILE OF WEST	Cany E Miller

Purchasing Affidavit (Revised 01/19/2018)



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

STATE OF WEST VIRGINIA,
COUNTY OF Kanawha To-WIT:
I, Sam Hull, after being first duly sworn, depose and state as follows:
1. I am an employee of Agsten Construction Company, Inc. ; and, (Company Name)
2. I do hereby attest that Agsten Construction Company, Inc.
(Company Name)
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with <b>West Virginia Code</b> §21-1D.
The above statements are sworn to under the penalty of perjury.
Printed Name: Sam Hull
Signature:
Signature.
Title: COO
Company Name: Agsten Construction Company, Inc.
Date: August 23, 2018
Taken, subscribed and sworn to before me this 23rd day of August
By Commission expires April 13, 2022
(Seal)  NOTARY PUBLIC OFFICIAL SEAL CASEY E MILLER State of West Virginia My Commission Expires April 13, 2022 6 Holly Circle, Winfield, WV 25213  NOTARY PUBLIC OFFICIAL SEAL (Notary Public)