



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

[List View](#)

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 792439

Procurement Type: Central Master Agreement

Vendor ID: VC0000007724 

Legal Name: AGSTEN CONSTRUCTION COMPANY INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 11/17/2020 

Response Time: 7:49

SO Doc Code: CRFQ

SO Dept: 0439

SO Doc ID: EBA2100000005

Published Date: 10/30/20

Close Date: 11/17/20

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 3: GENERAL MAINTENANCE AND REPAIRS



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 792439
Solicitation Description: ADDENDUM 3: GENERAL MAINTENANCE AND REPAIRS
Proc Type: Central Master Agreement

| Solicitation Closes | Solicitation Response | Version |
|---------------------|------------------------------|---------|
| 2020-11-17 13:30 | SR 0439 ESR11172000000003654 | 1 |

VENDOR
 VC0000007724
 AGSTEN CONSTRUCTION COMPANY INC

Solicitation Number: CRFQ 0439 EBA2100000005
Total Bid: 0
Response Date: 2020-11-17
Response Time: 07:49:17
Comments: see exhibit a

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------------------------------|-----|------------|------------|-----------------------------|
| 3 | BUILDING/ SHELTER MAINTENANCE AND REPAIRS | | | | 0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72121103 | | | |

Commodity Line Comments: See attachment Exhibit A for pricing

Extended Description:

BUILDING/ SHELTER MAINTENANCE AND REPAIRS

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------|-----|------------|------------|-----------------------------|
| 4 | PARTS / MATERIALS | | | | 0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 56111905 | | | |

Commodity Line Comments: see attached. no bid

Extended Description:

PARKING LOT MAINTENANCE AND REPAIRS

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|----------------------------------|-----|------------|------------|-----------------------------|
| 5 | PLUMBING MAINTENANCE AND REPAIRS | | | | 0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72101510 | | | |

Commodity Line Comments: see exhibit A for pricing

Extended Description:

PLUMBING MAINTENANCE AND REPAIRS

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|------------------------|-----|------------|------------|-----------------------------|
| 6 | Equipment Rental / Use | | | | 0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72141702 | | | |

Commodity Line Comments: see exhibit A for pricing

Extended Description:

Equipment Rental / Use

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------------------------------------------------------|-----|------------|------------|-----------------------------|
| 7 | RoundTrip Travel Time fr: Vendor's office to Agency District | | | | 0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72101510 | | | |

Commodity Line Comments: see exhibit A for pricing

Extended Description:

RoundTrip Travel Time fr: Vendor's office to Agency District

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Agsten Construction Company, Inc.
of Hurricane, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
General Maintenance and Repairs, Public Broadcasting - Southern District

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

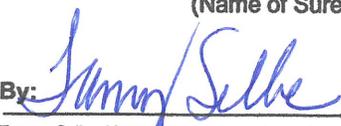
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 17th day of November, 2020.

Principal Seal

Agsten Construction Company, Inc.
(Name of Principal)
By: 
(Must be President, Vice President, or
Duly Authorized Agent)
PRESIDENT
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: 
Tammy Selbe, Licensed WV Resident Agent Attorney-in-Fact

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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/15/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 4750172 01
Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANDREW K. TEETER, KIMBERLY L. MILES, DOUGLAS P. TAYLOR, GARY R. FREEMAN, KIMBERLY S. BURDETTE, JAIME L. CARPENTER, TAMMY SELBE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 15th day of SEPTEMBER A.D., 2017 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Dennis P. Baus

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 15th day of SEPTEMBER A.D., 2017 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of November, A.D., 2020



Handwritten signature of Frank A. Carrino
Frank A. Carrino, Secretary

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Agsten Construction Company, Inc.
of Hurricane, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
General Maintenance and Repairs, Public Broadcasting - Northern District

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

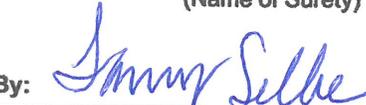
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 17th day of November, 2020.

Principal Seal

Agsten Construction Company, Inc.
(Name of Principal)
By: 
(Must be President, Vice President, or
Duly Authorized Agent)
PRESIDENT
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: 
Tammy Selbe, Licensed WV Resident Agent Attorney-in-Fact

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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/15/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 4750172 01
Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANDREW K. TEETER, KIMBERLY L. MILES, DOUGLAS P. TAYLOR, GARY R. FREEMAN, KIMBERLY S. BURDETTE, JAIME L. CARPENTER, TAMMY SELBE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 15th day of SEPTEMBER A.D., 2017 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 15th day of SEPTEMBER A.D., 2017 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of

November 17, 2020



Frank A. Carrino Secretary

Frank A. Carrino, Secretary

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Agsten Construction Company, Inc.
of Hurricane, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
General Maintenance and Repairs, Public Broadcasting - Central District

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
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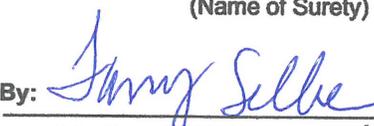
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
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(Name of Principal)
By: 
(Must be President, Vice President, or
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PRESIDENT
(Title)

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Ohio Farmers Insurance Company
(Name of Surety)
By: 
Tammy Selbe, Licensed WV Resident Agent Attorney-in-Fact

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of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

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and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

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Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

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Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of November, A.D., 2020



Frank A Carrino Secretary

Frank A. Carrino, Secretary

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV031022

Classification:

GENERAL BUILDING

AGSTEN CONSTRUCTION COMPANY INC
DBA AGSTEN CONSTRUCTION COMPANY INC
1700 STATE ROUTE 34
HURRICANE, WV 25526-7089

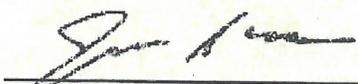
Date Issued

Expiration Date

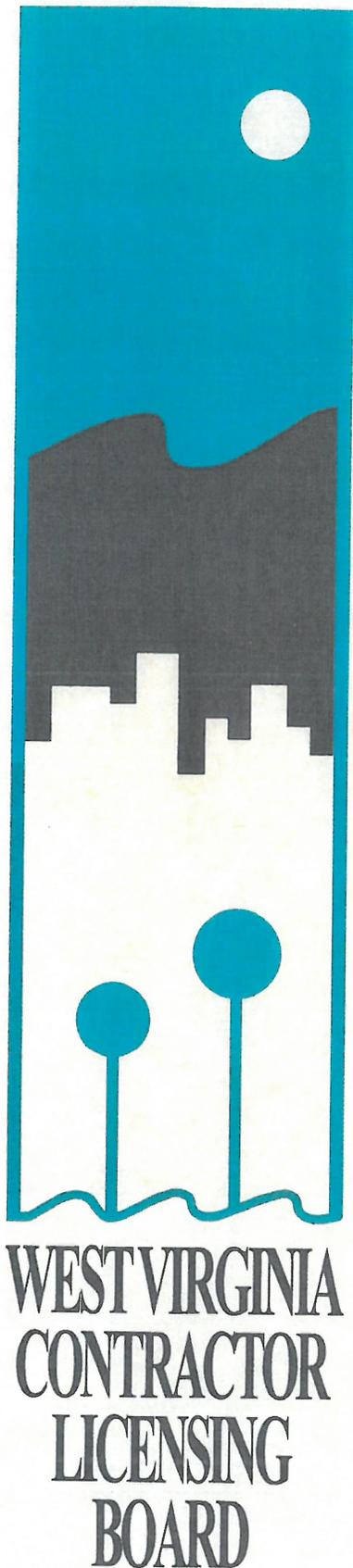
MAY 18, 2020

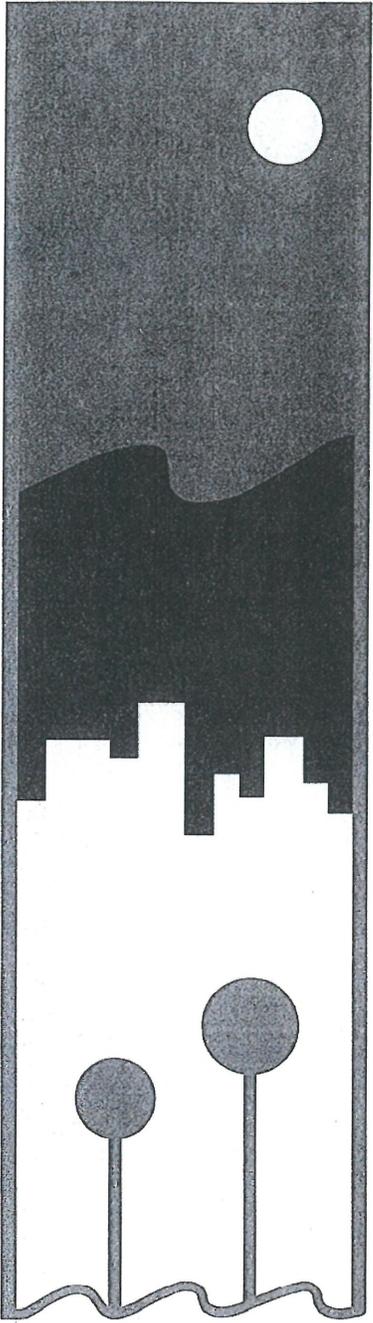
MAY 18, 2021


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.





**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**



CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV002087

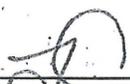
Classification:
ELECTRICAL
GENERAL BUILDING
GENERAL ENGINEERING
HEATING, VENTILATING & COOLING
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL
SPECIALTY

ELCO MECHANICAL CONTRACTORS LLC
DBA ELCO MECHANICAL CONTRACTORS LLC
PO BOX 349
CHARLESTON, WV 25322-0349

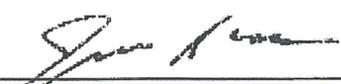
Date Issued

Expiration Date

| | |
|-----------------|-----------------|
| AUGUST 22, 2020 | AUGUST 22, 2021 |
|-----------------|-----------------|



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.

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.

David R Baldwin AGENT PROJ MGR
(Name, Title)
DAVID R BALDWIN AGENT PROJ MGR
(Printed Name and Title)
1700 ST RT 34, Hurricane WV 25526
(Address)
304-343-5400 304-343-0063
(Phone Number) / (Fax Number)
dbaldwin@agstenconstruction.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

AGSTEN CONSTRUCTION CO. INC.
(Company)

David R Baldwin AGENT PROJ MGR
(Authorized Signature) (Representative Name, Title)

DAVID R BALDWIN AGENT PROJ MGR
(Printed Name and Title of Authorized Representative)

17 NOV 2020
(Date)

304-343-5400 304-343-0063
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Agsten Construction Company Inc.

Authorized Signature: *[Signature]* Date: 17/11/2020

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 17 day of November, 2020.

My Commission expires June 26, 2022



NOTARY PUBLIC *[Signature]*



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

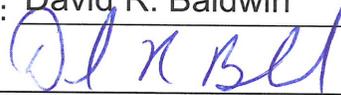
STATE OF WEST VIRGINIA,
COUNTY OF Putnam **, TO-WIT:**

I, David R. Baldwin, 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 **West Virginia Code §21-1D**.

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

Printed Name: David R. Baldwin
 Signature: 
 Title: Agent- Project Mgr.
 Company Name: Agsten Construction Company, Inc.
 Date: 11/17/2020

Taken, subscribed and sworn to before me this 17 day of November, 2020.

By Commission expires June 26, 2022

(Seal)




(Notary Public)

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: AGSTEN CONSTRUCTION COMPANY INC.
Contractor's License No.: WV- 031022

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA2100000005

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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.

AGSTEN CONSTRUCTION CO. INC.
Company
D. R. Baldwin - AGENT
Authorized Signature
17 NOV 2020
Date

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

Revised 6/8/2012

EXHIBIT A - PRICING PAGES - NORTHERN DISTRICT
 District office, Morgantown: 191 Scott Ave, Morgantown, WV 26508

| | | |
|--------------------------------------------------------------------------|--------------------------|------|
| Round trip travel time from Vendor's office to Agency's District office. | Don't skip this!! | 9.00 |
|--------------------------------------------------------------------------|--------------------------|------|

| Building / Shelter Maintenance or Repair per section 3.1.2 | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------|-------------|---|-----------------------------|---|-------------------|---|---------------------|--|---|-----------------------|
| Commodity 72121103, commercial and office building renovation and repair service | | | | | | | | | | |
| Building / Shelter Maintenance or Repair | HOURLY RATE | X | ESTIMATED YEARLY QUANTITY | = | | | | | | YEARLY COST |
| STANDARD RATE | \$ 92.61 | X | 100 | = | \$ | | | | | 9,261.00 |
| OVERTIME RATE | \$ 115.44 | X | 15 | = | \$ | | | | | 1,731.60 |
| EMERGENCY RATE | \$ 139.87 | X | 10 | = | \$ | | | | | 1,398.70 |
| TRAVEL RATE | Hourly Rate | X | Vendor to Agency round trip | X | Est. Annual trips | X | Number of Travelers | | = | |
| Estimated round trip cost for two employees to travel from Vendor's office to Agency's office | \$ 92.61 | X | 9.00 | X | 5 | X | 2 | | = | \$ 8,334.90 |
| TOTAL BUILDING YEARLY COST | | | | | | | | | | = \$ 20,726.20 |

| Plumbing Maintenance or Repair per section 3.1.3 | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------|-------------|---|-----------------------------|---|-------------------|---|---------------------|--|---|-----------------------|
| Commodity 72101510, plumbing system maintenance or repair | | | | | | | | | | |
| PLUMBING MAINTENANCE OR REPAIR | HOURLY RATE | X | ESTIMATED YEARLY QUANTITY | = | | | | | | YEARLY COST |
| STANDARD RATE | \$ 120.09 | X | 100 | = | \$ | | | | | 12,009.00 |
| OVERTIME RATE | \$ 173.06 | X | 25 | = | \$ | | | | | 4,326.50 |
| EMERGENCY RATE | \$ 226.02 | X | 20 | = | \$ | | | | | 4,520.40 |
| TRAVEL RATE | Hourly Rate | X | Vendor to Agency round trip | X | Est. Annual trips | X | Number of Travelers | | = | |
| Estimated round trip cost for two employees to travel from Vendor's office to Agency's office | \$ 120.09 | X | 9.00 | X | 3 | X | 2 | | = | \$ 6,484.86 |
| TOTAL PLUMBING YEARLY COST | | | | | | | | | | = \$ 27,340.76 |

| Parts / Materials per section 3.1.4 | | | | | | | | | | |
|-----------------------------------------|---|------------|--------------------------------------------|--|--|--|--|--|--|-----------------------|
| ESTIMATED YEARLY PARTS / MATERIALS COST | X | MULTIPLIER | | | | | | | | YEARLY COST |
| \$10,000.00 | X | 1.15 | TOTAL PARTS / MATERIALS YEARLY COST | | | | | | | = \$ 11,500.00 |

| Equipment Rental per section 3.1.5 | | | | | | | | | | |
|----------------------------------------|---|---------|-------------------------------------------|--|--|--|--|--|--|----------------------|
| ESTIMATED YEARLY EQUIPMENT RENTAL COST | X | AT COST | | | | | | | | YEARLY COST |
| \$2,000.00 | X | 1.00 | TOTAL EQUIPMENT RENTAL YEARLY COST | | | | | | | = \$ 2,000.00 |

| | | | | | | | | | |
|-------------------------|--|--|--|--|--|--|--|--|---------------------|
| TOTAL BID COST** | | | | | | | | | \$ 61,566.96 |
|-------------------------|--|--|--|--|--|--|--|--|---------------------|

* Travel time equals hourly rate times vendor to agency office round trip times est. annual trips times 2 employees. See section 5.2 of the specifications for a detailed explanation.

**TOTAL BID COST IS CALCULATED BY ADDING THE TOTAL YEARLY COST FOR EACH SECTION

EXHIBIT A - PRICING PAGES - CENTRAL DISTRICT
 District office, Charleston: 600 Capitol St, Charleston WV 25301

| | | |
|--------------------------------------------------------------------------|--------------------------|------|
| Round trip travel time from Vendor's office to Agency's District office. | Don't skip this!! | 3.00 |
|--------------------------------------------------------------------------|--------------------------|------|

| Building / Shelter Maintenance or Repair per section 3.1.2 | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------|-------------|---|-----------------------------|---|-------------------|---|---------------------|-------------|---------------------|-------------|
| Commodity 72121103, commercial and office building renovation and repair service | | | | | | | | | | |
| Building / Shelter Maintenance or Repair | HOURLY RATE | X | ESTIMATED YEARLY QUANTITY | | | | = | YEARLY COST | | |
| STANDARD RATE | \$ 82.61 | X | 100 | | | | = | \$ 8,261.00 | | |
| OVERTIME RATE | \$ 105.44 | X | 15 | | | | = | \$ 1,581.60 | | |
| EMERGENCY RATE | \$ 129.87 | X | 10 | | | | = | \$ 1,298.70 | | |
| TRAVEL RATE | Hourly Rate | X | Vendor to Agency round trip | X | Est. Annual trips | X | Number of Travelers | | = | YEARLY COST |
| Estimated round trip cost for two employees to travel from Vendor's office to Agency's office | \$ 82.61 | X | 3.00 | X | 5 | X | 2 | | = | \$ 2,478.30 |
| TOTAL BUILDING YEARLY COST | | | | | | | | = | \$ 13,619.60 | |

| Plumbing Maintenance or Repair per section 3.1.3 | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------|-------------|---|-----------------------------|---|-------------------|---|---------------------|--------------|---------------------|-------------|
| Commodity 72101510, plumbing system maintenance or repair | | | | | | | | | | |
| PLUMBING MAINTENANCE OR REPAIR | HOURLY RATE | X | ESTIMATED YEARLY QUANTITY | | | | = | YEARLY COST | | |
| STANDARD RATE | \$ 110.09 | X | 100 | | | | = | \$ 11,009.00 | | |
| OVERTIME RATE | \$ 163.06 | X | 25 | | | | = | \$ 4,076.50 | | |
| EMERGENCY RATE | \$ 216.02 | X | 20 | | | | = | \$ 4,320.40 | | |
| TRAVEL RATE | Hourly Rate | X | Vendor to Agency round trip | X | Est. Annual trips | X | Number of Travelers | | = | YEARLY COST |
| Estimated round trip cost for two employees to travel from Vendor's office to Agency's office | \$ 110.09 | X | 3.00 | X | 3 | X | 2 | | = | \$ 1,981.62 |
| TOTAL PLUMBING YEARLY COST | | | | | | | | = | \$ 21,387.52 | |

| Parts / Materials per section 3.1.4 | | | | | | | | | |
|--------------------------------------------|---|------------|--|--|--|---|--------------|---|---------------------|
| ESTIMATED YEARLY PARTS / MATERIALS COST | X | MULTIPLIER | | | | = | YEARLY COST | | |
| \$10,000.00 | X | 1.15 | | | | = | \$ 11,500.00 | | |
| TOTAL PARTS / MATERIALS YEARLY COST | | | | | | | | = | \$ 11,500.00 |

| Equipment Rental per section 3.1.5 | | | | | | | | | |
|-------------------------------------------|---|---------|--|--|--|---|-------------|---|--------------------|
| ESTIMATED YEARLY EQUIPMENT RENTAL COST | X | AT COST | | | | = | YEARLY COST | | |
| \$2,000.00 | X | 1.00 | | | | = | \$ 2,000.00 | | |
| TOTAL EQUIPMENT RENTAL YEARLY COST | | | | | | | | = | \$ 2,000.00 |

| | | | | | | | | | |
|-------------------------|--|--|--|--|--|--|--|---|---------------------|
| TOTAL BID COST** | | | | | | | | = | \$ 48,507.12 |
|-------------------------|--|--|--|--|--|--|--|---|---------------------|

* Travel time equals hourly rate times vendor to agency office round trip times est. annual trips times 2 employees. See section 5.2 of the specifications for a detailed explanation.

**TOTAL BID COST IS CALCULATED BY ADDING THE TOTAL YEARLY COST FOR EACH SECTION

EXHIBIT A - PRICING PAGES - SOUTHERN DISTRICT
 District office, Beckley: 124 Industrial Park Rd, Beaver WV 25813

| | | |
|--------------------------------------------------------------------------|--------------------------|------|
| Round trip travel time from Vendor's office to Agency's District office. | Don't skip this!! | 7.00 |
|--------------------------------------------------------------------------|--------------------------|------|

| Building / Shelter Maintenance or Repair per section 3.1.2 | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------|-------------|---|-----------------------------|---|-------------------|---|---------------------|--|---|-----------------------|
| Commodity 72121103, commercial and office building renovation and repair service | | | | | | | | | | |
| Building / Shelter Maintenance or Repair | HOURLY RATE | X | ESTIMATED YEARLY QUANTITY | = | | | | | | YEARLY COST |
| STANDARD RATE | \$ 87.61 | X | 100 | = | \$ | | | | | 8,761.00 |
| OVERTIME RATE | \$ 110.44 | X | 15 | = | \$ | | | | | 1,656.60 |
| EMERGENCY RATE | \$ 134.87 | X | 10 | = | \$ | | | | | 1,348.70 |
| TRAVEL RATE | Hourly Rate | X | Vendor to Agency round trip | X | Est. Annual trips | X | Number of Travelers | | = | |
| Estimated round trip cost for two employees to travel from Vendor's office to Agency's office | \$ 87.61 | X | 7.00 | X | 5 | X | 2 | | = | \$ 6,132.70 |
| TOTAL BUILDING YEARLY COST | | | | | | | | | | = \$ 17,899.00 |

| Plumbing Maintenance or Repair per section 3.1.3 | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------|-------------|---|-----------------------------|---|-------------------|---|---------------------|--|---|-----------------------|
| Commodity 72101510, plumbing system maintenance or repair | | | | | | | | | | |
| PLUMBING MAINTENANCE OR REPAIR | HOURLY RATE | X | ESTIMATED YEARLY QUANTITY | = | | | | | | YEARLY COST |
| STANDARD RATE | \$ 115.09 | X | 100 | = | \$ | | | | | 11,509.00 |
| OVERTIME RATE | \$ 168.06 | X | 25 | = | \$ | | | | | 4,201.50 |
| EMERGENCY RATE | \$ 221.02 | X | 20 | = | \$ | | | | | 4,420.40 |
| TRAVEL RATE | Hourly Rate | X | Vendor to Agency round trip | X | Est. Annual trips | X | Number of Travelers | | = | |
| Estimated round trip cost for two employees to travel from Vendor's office to Agency's office | \$ 115.09 | X | 7.00 | X | 3 | X | 2 | | = | \$ 4,833.78 |
| TOTAL PLUMBING YEARLY COST | | | | | | | | | | = \$ 24,964.68 |

| Parts / Materials per section 3.1.4 | | | | | | | | | | |
|-----------------------------------------|---|------------|--------------------------------------------|--|--|--|--|--|--|-----------------------|
| ESTIMATED YEARLY PARTS / MATERIALS COST | X | MULTIPLIER | | | | | | | | YEARLY COST |
| \$10,000.00 | X | 1.15 | TOTAL PARTS / MATERIALS YEARLY COST | | | | | | | = \$ 11,500.00 |

| Equipment Rental per section 3.1.5 | | | | | | | | | | |
|----------------------------------------|---|---------|-------------------------------------------|--|--|--|--|--|--|----------------------|
| ESTIMATED YEARLY EQUIPMENT RENTAL COST | X | AT COST | | | | | | | | YEARLY COST |
| \$2,000.00 | X | 1.00 | TOTAL EQUIPMENT RENTAL YEARLY COST | | | | | | | = \$ 2,000.00 |

| | | | | | | | | | | |
|-------------------------|--|--|--|--|--|--|--|--|--|---------------------|
| TOTAL BID COST** | | | | | | | | | | \$ 56,363.68 |
|-------------------------|--|--|--|--|--|--|--|--|--|---------------------|

* Travel time equals hourly rate times vendor to agency office round trip times est. annual trips times 2 employees. See section 5.2 of the specifications for a detailed explanation.

**TOTAL BID COST IS CALCULATED BY ADDING THE TOTAL YEARLY COST FOR EACH SECTION