

----- Forwarded message -----

From: **Taylor, Cody G** <[cody.g.taylor@wv.gov](mailto:cody.g.taylor@wv.gov)>

Date: Wed, Jun 25, 2025 at 2:05 PM

Subject: EPO - APO GSD25\*380 (Bldg 6 AHU-7 Emergency Motor Replacement)

To: Tara L Lyle <[tara.l.lyle@wv.gov](mailto:tara.l.lyle@wv.gov)>

Cc: James R Jones <[james.r.jones@wv.gov](mailto:james.r.jones@wv.gov)>

Good Afternoon,

Please see attached documents for our Agency Delegated Emergency Purchase. If you need anything else, please let me know.

--

**EFT (direct deposit) payments are the safest, quickest way to receive payment!**

Click the link <https://www.wvsao.gov/ElectronicPayments/Default>

Cody Taylor, Procurement Specialist

WV Department of Administration

General Services Division

112 California Avenue, 6<sup>th</sup> Floor

Charleston, WV 25305

Office: (304)352-5531



State of West Virginia  
**Agency Purchase Order**

Order Date: 06-25-2025

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES,  
INVOICES, AND SHIPPING PAPERS.  
QUESTIONS CONCERNING THIS  
ORDER SHOULD BE DIRECTED TO  
THE DEPARTMENT CONTACT.

Order Number:	APO 0211 4006 GSD2500000380 1	Change Order No:	0	Procurement Folder:	1727815
Document Name:	EPO Building 6 AHU-7 Emergency Motor Replacement - JB (OPMT)			Reason for Modification:	
Document Description:	EPO Building 6 AHU-7 Emergency Motor Replacement - JB (OPMT)				
Procurement Type:	Agency Purchase Order				
Buyer Name:	Cody G Taylor				
Telephone:	304-352-5531				
Email:	cody.g.taylor@wv.gov				
Shipping Method:	Best Way			Effective Start Date:	2025-06-20
Free on Board:	FOB Dest, Freight Prepaid			Effective End Date:	2025-06-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000202408 CASTO TECHNICAL SERVICES INC 540 LEON SULLIVAN WAY  CHARLESTON WV 25301 US Vendor Contact Phone: 999-999-9999 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Joseph W Belcher Requestor Phone: 304-352-5490 Requestor Email: joseph.w.belcher@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
GENERAL SERVICES DIVISION DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE  BLDG 4, 6TH FLOOR  CHARLESTON WV 25305  US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 6  1900 KANAWHA BLVD E  CHARLESTON WV 25305  US

Total Order Amount: \$7,904.28

DEPARTMENT AUTHORIZED SIGNATURE  
SIGNED BY: Cody G Taylor  
DATE: 2025-06-25  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

EPO Building 6 AHU-7 Emergency Motor Replacement. Shall not be charged more than \$7,904.28 without prior approval from the West Virginia General Services Division Business Unit.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72151201	0.00000		0.000000	7904.28
Service From	Service To	Manufacturer		Model No	
2025-06-20	2025-06-30				

**Commodity Line Description:** EPO Building 6 AHU-7 Emergency Motor Replacement

**Extended Description:**

Building 11 Chiller 5 Amp Guard Replacement (EPO)



## CASTO Technical Services

**We make buildings work...Better!**

PO Box 627  
540 Leon Sullivan Way  
Charleston, WV 25301

304-346-8920 Fax  
service@castotech.com

## QUOTE

**Client Name:** WV Dept of Administration

**Contact:** Charlene Good

**Date:** 06/20/2025

**Quote Number:** 222764

**Location:** WV Dept of Administration - Bld 6

1900 Kanawha Blvd E.

Building 6, Room B-110

Charleston, WV 25305-0001

Description	Line Total
Investment includes labor and material to replace a 25 HP Supply Fan motor for AHU-7.  Note: Quote assumes work is completed after normal working hours.	\$7,904.28
<b>Subtotal:</b>	\$7,904.28
<b>Estimated Sales Tax:</b>	\$0.00
<b>Total:</b>	<b>\$7,904.28</b>

This is a quotation on the goods named and further subject to the standard terms and conditions attached hereto.

Acceptance of quotation

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Purchase Order #

**EXCLUSIONS:**

1. All asbestos testing and removal will be owner's responsibility
2. All roof work

**CLARIFICATIONS:**

1. The price of a performance/payment bond is not included.
2. The cost of permits and inspections by outside authorities are not included.
3. Work will be performed during normal business hours (**Monday-Friday, 8:00 a.m.-4:30 p.m.**).
4. Our terms are net thirty days.
5. Price held firm for 45 days.
6. Standard Warranty - 1 year parts and 90 days labor.

**Thank you for your  
business!**

## TERMS AND CONDITIONS - QUOTED SERVICE

### 1. Acceptance; Agreement

a. Should Customer accept the Proposal or place an order, these Terms shall, together with the Proposal, form the agreement (the "Agreement") of the Company and Customer for the services described in the Proposal (the "Work").

b. The Proposal shall remain valid only for 30 days from the date thereof. If Customer's adds to, deletes from, or alters in any manner, these Terms or the Proposal, Customer's proposed modifications are automatically rejected by the Company and shall not become a part of the Agreement. Customer's acceptance of the Work by Company will, in any event, constitute an acceptance by Customer of these Terms and the Proposal as originally delivered to Customer as the terms of the Agreement without modification.

c. The Proposal is subject to credit approval by Company of Customer. Company may delay or suspend performance or, at its option, renegotiate prices and/or the Terms or the Proposal should Customer's credit profile be determined to be unacceptable to Company in Company's exclusive discretion. If Company and Customer are unable to agree on revisions following an unfavorable credit finding, the Proposal shall be cancelled by Company without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

### 2. Pricing; Taxes

a. Unless otherwise specifically noted, the price in the Proposal includes, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for Work provided by Company. Customer agrees to pay all applicable taxes, and should Company inadvertently fail to charge applicable taxes to Customer, Customer shall pay the same when invoiced by Company.

b. If Customer claims that it is exempt from certain tax requirements, Customer shall, within three (3) business days of the date of this Proposal, furnish appropriate certificates evidencing Customer's tax exempt status. Customer shall indemnify Company for any costs, fines, fees, taxes, penalties, or other charges or expenses of any kind or character (including reasonable attorneys' fees and costs) related to any tax liabilities imposed upon Company for which Customer had asserted to Company that it was exempt.

c. Company shall charge Customer, and Customer agrees to pay Company for any additional costs related to any bonds agreed to be provided, whether or not such costs are included on the Proposal.

d. Any delay in the Work as a result of Customer's act(s) or failure(s) to act, may cause prices to increase during the period of delay and Company may charge Customer with its out of pocket costs associated with the delay. Additionally, Customer shall indemnify Company from and against any costs to Company or losses suffered by Company as a result of delays caused by Customer's act(s) or failure(s) to act.

e. Unless a separate and distinct price or arrangement is quoted in the Proposal, Customer shall pay Company's overtime, special or emergency rates for all work performed outside of Company's normal business hours.

### 3. Payment

a. Customer shall pay Company's invoices on a net 30 days basis from the date of the invoice. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site.

b. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released in full no later than the date of substantial completion.

c. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any amount outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of the payment of all sums to Company.

### 4. Customer Breach

a. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination or suspension, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead):

(1) Any failure by Customer to pay amounts when due;

(2) Any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer;

(3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or

(4) Any failure by Customer to perform or comply with any provision of this Agreement.

b. No delay or failure by Company to exercise any right under this Agreement, and no partial or single exercise of any right under this Agreement, shall constitute a waiver of such or any other right, unless otherwise expressly provided herein.

c. Nothing in this Agreement is intended to, and the parties agree that this Agreement does not, waive, limit, supplant or replace any other remedies that may be available to Company at law or in equity, including but not limited to the use of statutory liens.

### 5. Performance

a. Company shall perform the Work in accordance with industry standards generally applicable under similar circumstances as of the time Company performs the Work.

b. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons including but not limited to Company's employees or contractors. Unless otherwise agreed to by Customer and Company, Customer will provide any necessary access platforms, catwalks and all other environmental requirements on site, at Customer's expense and before the Work begins, in order to permit Company to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. **Exclusions** Company's obligation is limited to the Work, as defined, and does not include any modifications to the Work or the worksite under any law or building code(s), including but not limited to the Americans With Disabilities Act. In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company. Unless expressly included in the Proposal, the Services do not include, and Company shall not be liable for, any of the following: (1) Any guarantee of room conditions or system performance; (2) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services; (3) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure, as hereinafter defined; (4) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises prior to the commencement of Services ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; or (5) Replacement of refrigerant.

7. **Time for Completion** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. **Access** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer represents and warrants that Customer has all requisite right to authorize access to the Work site by the Company and its agents, employees, officers and contractors. Access to the Work site shall include, but not necessarily be limited to, physical access to all areas of the Work site relevant to the Work to be performed, ingress and egress rights over and through areas necessary for access to the Work site and the corresponding rights to transport personnel, equipment, merchandise, tools and other necessary persons and materials to and from the Work site. Customer hereby agrees to indemnify and defend Company, its agents, employees, subcontractors, contractors officers and directors from and against any claims, losses or liabilities arising from Company's access to the Work site.

### 9. Completion

a. For any task performed as a part of the Work, when Company informs Customer that the task has been completed, Company may (but shall not be obligated to) request, and in the event of such a request Customer agrees to comply, that Customer inspect the Work in the presence of Company's representative. Upon such an inspection Customer shall either (a) accept the Work related to the task in its entirety by executing Company's paperwork to that end, or (b) accept the Work related to the task in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all accepted items as soon as Company informs Customer that all such excepted items have been completed.

b. In the event of a request under Sub-Section (a), the initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work associated with a task has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work related to that task as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

### 10. Permits and Governmental Fees; Easements and Approvals

a. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer agrees that it shall be responsible for the costs of such permits, fees, licenses, and inspections and if those costs are not separately included in the Proposal, Company will invoice Customer for such costs over and above the costs and fees set forth in the Proposal and Customer agrees to pay all such invoices on the same terms and conditions as any other payment that is a part of this Agreement.

b. Customer is responsible for obtaining any necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities prior to the beginning of any Work.

11. **Utilities During Construction** Customer shall provide, without charge to Company, all water, heat, electricity, and other utilities required for performance of the Work (which shall include garbage or refuse disposal and haul away costs and fees unless specifically agreed in the Proposal). Customer shall be responsible for any delays in the performance of the Work by Company occurring as a result of a lack of availability of required utilities. Company may invoice Customer, and Customer agrees to pay such invoices, for costs incurred by Company as a result of such delays. Continuing failure by Customer to provide necessary utilities services may result in the termination of this Agreement by Company.

### 12. Concealed or Unknown Conditions

a. In the performance of the Work, if Company encounters conditions at the Work site that are (i) concealed physical conditions that differ materially from those indicated on drawings, plans, schematics, or other depictions or descriptions of the conditions on site that impact the Work that have been discussed by the parties or have been incorporated into the Proposal or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same.

b. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

13. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the date that Company began Work on the site ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. If such pre-existing conditions differ materially from the

understanding of the parties or the anticipated circumstances on the Work site and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

#### 14. Asbestos and Hazardous Materials

a. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

b. Customer represents and warrants that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work.

c. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless.

d. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

#### 15. Limited Warranty; Warranty Exclusions

a. Company warrants that the labor portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion, including, but not limited to, any obligation of Company for equipment start-up, if provided in the Proposal (the "Warranty Period"). Defects in the Service must be reported to Company within the Warranty Period. Company's obligation under the warranty is limited to correcting any improperly performed labor. No liability whatsoever shall attach to Company until the Services have been paid for in full.

b. Company does not make, and expressly disclaims, any representations or warranties for any materials, equipment, manufactured goods, parts, machinery, or components nor for any damages or failures related to the foregoing arising from any cause, including but not limited to: (a) wear and tear; corrosion, erosion, deterioration; (b) Customer's failure to follow any maintenance plan as provided by Company or the manufacturer; (c) or any damages or losses resulting from modifications made by others to equipment. Some components of the equipment described in the Proposal may be warranted directly from the component supplier or manufacturer, in which event the warranty given by such component supplier or manufacturer may apply, however, such coverage claims shall be made by Customer not by Company.

c. Notwithstanding the foregoing, all warranties provided herein shall terminate upon termination or cancellation of this Agreement.

d. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING THE COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 16. Indemnity.

a. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

b. Customer shall indemnify Company for any costs, fines, fees, taxes, penalties or other charges or expenses of any kind or character (including reasonable attorneys' fees and costs) related to any claims against Company that arise from any failure of Customer to obtain any necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities prior to the beginning of any Work as required by this Agreement.

c. Customer shall indemnify Company, its employees, contractors, agents, officers and directors, from any and all claims of any kind or character stemming from any assertion by any party that Company or its employees, contractors, agents, officers and directors were not permitted, or properly authorized to, access to the Work site during regular business hours, or such other hours as may be requested by Company, including sufficient areas for staging, mobilization, and storage and for any claims related in any way to Company's access to correct any emergency condition.

d. The requirements of Section 16(b) and 16(c) shall not be subject to the limitation on actions set forth in Section 21(b) of this Agreement.

17. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION PRODUCT LOSS, LOST REVENUE, OR LOST PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. In the event that Company nevertheless is found liable for any damages, they shall be limited to the purchase price of the Services for any one location of Customer over a 12 month term. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES RESULTING FROM ANY MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS FOUND AT ANY OF CUSTOMER'S LOCATIONS.

18. **Commencement of Statutory Limitation Period.** Except as to warranty claims and any claims by Company for indemnification under this Agreement, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Casto Technical Services, Inc. or its subcontractors physically performed work on the project site.

19. **Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of Insurance evidencing the following coverage:

Commercial General Liability	\$1,000,000 Each Occurrence Limit - CSL (Bodily Injury and Property Damage)
Automobile Liability	\$1,000,000 Each Accident - CSL (Bodily Injury and Property Damage)
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000 Bodily Injury by Accident - Each Accident \$1,000,000 Bodily Injury by Disease - Policy Limit \$1,000,000 Bodily Injury by Disease - Each Employee

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to the use of an Additional Insured endorsement form that has been approved by the appropriate state insurance department for use under its primary Commercial General Liability policy. In no event does Company waive its right of subrogation.

20. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or, at Company's option, (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

#### 21. General.

a. **Governing Law; Venue.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of West Virginia, without regard to choice of law principles which might otherwise call for the application of a different state's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the State of West Virginia.

b. **Time Limitation on Claims.** Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued.

c. **Entire Agreement; Modification.** This Agreement, together with all of the attachments and exhibits included herewith, contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

d. **Provisions Severable.** If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto.

e. **Assignment.** Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. Company may assign, transfer or convey this Agreement at any time without the consent of the Customer.

f. **Counterparts.** This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

22. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States.

23. **Subcontractors.** Nothing in this Agreement shall limit the right of Company to utilize contractors and subcontractors to complete the Work as called for in this Agreement.

24. **No Third Party Beneficiaries.** This Agreement is for the benefit of the parties who are signatories hereto and it shall not give rise to any claims by, nor be enforced against either party by, or for the benefit of, any third party.

**Award Recommendation and  
Manual Vendor Compliance Search Verification Form  
(Agency Delegated Purchases)**

DATE: 6/25/25

TO: Memo to File

SUBJECT: Recommendation for Award – Casto Technical Services

**Solicitation Number:** (APO GSD2500000380) **Procurement Folder Number:** 1727815

**Solicitation Description:** (EPO) Bldg 6 AHU-7 Emergency Motor Replacement

**Bid Information:**

Casto Technical Services - \$7,904.28

DSO Mechanical LLC - \$7,300.00

Nitro Construction Services - \$8,347.03

**Award Recommendation: Check the appropriate box below.**

☐ **Lowest Bid:** By signing below, the procurement officer certifies that bids have been properly evaluated and recommends award to \_\_\_\_\_ as the lowest responsible bidder meeting the required specifications.

☒ **Other Than Lowest Bid:** By signing below, the procurement officer certifies that bids have been properly evaluated and recommends award to Casto Technical Services as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

Casto Technical Services was the vendor who could immediately fix the Motor of AHU-7 in Building 6 and have the HVAC system back online within 24 hours.

**Manual Search Verifications:** By signing below the procurement officer certifies that he or she has verified that:

- ☒ **Vendor is in compliance** with the Secretary of State requirements for business registration (or is not required to register with that office or has obtained the necessary exemption), that the vendor is not identified as a debarred vendor within

the Federal SAM system, and that the vendor is not listed on the West Virginia Purchasing Division's list of debarred vendors.

[ ] **Vendor is not in compliance** with the Secretary of State requirements for business registration and this will need to be remedied before contract award.

Cody Taylor  
Procurement Officer Signature

6/25/25  
Date

Cody Taylor  
Procurement Officer Printed Name

|





515 Third Avenue | PO Box 8482 | South Charleston, WV 25303  
304-744-8479 | Fax: 304-744-8491 | Lic # WV050370

6/20/2025

West Virginia State Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305

**RE:** Bldg. 7 Blower Motor

Mr. Joe Belcher,

We propose providing all labor and materials to install one new **Dayton model 2MXW4, 25 HP motor to include mounting, alignment and electrical reconnect**. We will perform test and start-up per manufacturer's recommendations.

The total cost of this service will be **\$7,300.00**

The undersigned agrees to the terms and conditions of this agreement.

\_\_\_\_\_  
**Bob Harless**  
**DSO Mechanical LLC**

\_\_\_\_\_  
**Client Authorized Signature**

  6   /   20   /   25  

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date:6/20/2025



To: State of West Virginia

Attn: Joe Belcher

Re: Bld 6 AHU#7 blower motor replacement

Nitro Construction Services is pleased to provide the following letter of quotation. We would like to take a moment to thank you for allowing us the opportunity to provide this information and for your confidence in Nitro Construction Services to provide your HVAC service needs. Below you will find the scope of the work to be performed under this quotation.

- **Provide and replace the blower motor for AHU #7**
- **Motor with the closest RPM to old motor would take 3-4 business days to get.**
- **We can get another motor that is less RPM then the old one in 2 business days from the time its ordered.**
- **This quote includes parts/material (hanging material, wiring, etc), labor, shipping, and test after installation for proper operation.**

**Total Quoted Amount: \$8,347.03**

*Notes and exclusions: All work is to be performed during normal business hours, Monday through Friday, 7:30 am- 4:00 pm. Any repairs that are needed outside of the scope will be quoted as extra. If present, asbestos removal will be the responsibility of the customer.*

Thank you for allowing Nitro Construction Services the opportunity to provide the above information, and we look forward to being of service.

Sincerely,

*Brent Gillenwater*

304-539-9607

[bgillenwater@nitrocs.com](mailto:bgillenwater@nitrocs.com) and [cgriffith@nitrocs.com](mailto:cgriffith@nitrocs.com)

By signing below, the customer accepts the above proposal and authorizes the work to be performed. After signing, please fax or e-mail us so that scheduling may occur, and parts/equipment can be ordered, if necessary.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*The above proposal is valid for only thirty (30) days due to the fluctuation of pricing going on with suppliers. If the proposal is accepted after thirty days, prices may be altered if the equipment/materials quoted have increased in cost. A new proposal may be required. If any shipment/delivery dates are stated, they are estimates only and are not guaranteed. Nitro Construction Services will not be held liable for any damage or expenses caused by delays in delivery and/or shipment. Any projects utilizing crane services will have equipment set when subcontractors deem it safe by examining ground conditions along with weather.

**NITRO CONSTRUCTION SERVICES, INC.**

4300 First Avenue, 2nd Floor | P.O. Box 879 | Nitro, West Virginia 25143-1001 | [nitrocs.com](http://nitrocs.com) | 304.204.1500

**IMPORTANT:** This proposal incorporates by reference the terms and conditions attached/ enclosed with this proposal.

JRK/clg

#### **TERMS AND CONDITIONS**

By accepting this proposal, Purchaser agrees to be bound by the following term and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-Line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc. required hereunder to be furnished by Nitro Construction Services shall be distributed under Nitro Construction Services supervision but at additional cost to Nitro Construction Services. Purchaser agrees to provide Nitro Construction Services with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Nitro Construction Services agrees to keep the job site clean of debris arising out of its own operation. Purchaser shall not back charge Nitro Construction Services for any costs or expenses without Nitro Construction Services' written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by Nitro Construction Services under this agreement, Nitro Construction Services' obligation under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify or alter the scope of work or services to be performed by Nitro Construction Services shall not operate to compel Nitro Construction Services to perform any work relating to hazardous or dangerous materials without Nitro Construction Services' express written consent.

2. **INVOICING & PAYMENTS.** Nitro Construction Services may invoice purchaser monthly, as approved by purchaser, for all materials delivered to the job site and for all work performed onsite. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Nitro Construction Services' initial invoice. Purchaser agrees to pay Nitro Construction Services the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses; to the extent payments are received.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Nitro Construction Services, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Nitro Construction Services shall (a) be excused from furnishing materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute thereof.
4. **WARRANTY.** Nitro Construction Services warrants that the equipment furnished shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Nitro Construction Services for a period of one year from installation. Nitro Construction Services warrants that for equipment furnished and/or installed but not manufactured by Nitro Construction Services, Nitro Construction Services will extend the same warranty terms and conditions which Nitro Construction Services receives from the manufacturer of said equipment. For equipment in warranty period installed by Nitro Construction Services, Purchaser shall provide written notice to Nitro Construction Services of any such defect within thirty (30) days after the appearance or discovery of such defect. Nitro Construction Services shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. Warranties made in this Section 4 by Nitro Construction Services do not extend to defects caused by lightning damage or power surges, except to the extent such defects are covered by the equipment manufacturer. Nitro Construction Services does not warrant parts and / or labor unless such parts are warranted by the manufacturer and the manufacturer's warranty will reimburse Nitro Construction Services for its labor and related costs for replacement of such parts. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
5. **LIABILITY.** Nitro Construction Services shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by

Nitro Construction Services or, alternatively, shall provide Nitro Construction Services with acceptable tax exemption certificates. Nitro Construction Services shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

7. **DELAYS.** Nitro Construction Services shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Nitro Construction Services' control, including, but not limited to, acts of God, fire, riots labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Nitro Construction Services.
8. **COMPLIANCE WITH LAWS.** Nitro Construction Services shall comply with all applicable federal, state and local laws and regulations and shall obtain temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the purchaser.
9. **INSURANCE.** Insurance coverage in excess of Nitro Construction Services' standard limits will be furnished when requested and required.
10. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.
11. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
12. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon either party unless accept by either party in writing.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/25/2025

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 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 <b>McGriff Insurance Services LLC</b> 300 Summers Street, Suite 150 Charleston, WV 25301 304 346-0806	CONTACT NAME: <b>Lisa Shinn</b>	FAX (A/C, No): <b>8887513002</b>
	PHONE (A/C, No, Ext): <b>304 346-0806</b> E-MAIL ADDRESS: <b>Lisa.Shinn@mcgriff.com</b>	
INSURED <b>Casto Technical Services Inc</b> <b>P O Box 627</b> <b>Charleston, WV 25322-1217</b>	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>Phoenix Insurance Company</b>	NAIC # <b>25623</b>
	INSURER B : <b>Travelers Property Casualty Co of Amer</b>	<b>25674</b>
	INSURER C : <b>Travelers Indemnity Co of CT</b>	<b>25682</b>
	INSURER D : <b>The Cincinnati Insurance Company</b>	<b>10677</b>
	INSURER E : <b>Charter Oak Fire Insurance Company</b>	<b>25615</b>
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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DTC07H238280	10/27/2024	10/27/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8106N9734012	10/27/2024	10/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	CUP8J31294A2	10/27/2024	10/27/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y		UB7J35462A24 Includes Employers 23-4-2 (d) (b)	10/27/2024	10/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Leased or Rented from Others			ENP0409411	10/27/2024	10/27/2025	\$100,000 Limit \$1,000 Deductible

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

## \*\* Workers Comp Information \*\*

## Other States Coverage

Proprietors/Partners/Executive Officers/Members Excluded:

H N Casto Jr, Officer

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

WV General Services Division  
112 California Avenue, 6th Floor  
Charleston, WV 25305

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

*Gregory T. Gordon*

## DESCRIPTIONS (Continued from Page 1)

Blanket Additional Insured with Waiver of Subrogation is included with respect to General Liability, Automobile Liability and Umbrella Liability Coverage where required by written contract. Waiver of Subrogation is included with respect to Workers Compensation Coverage where required by written contract.



# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV001241

## CLASSIFICATION:

ELECTRICAL  
HEATING, VENTILATING & COOLING  
PIPING  
SPECIALTY

CASTO TECHNICAL SERVICES INC  
DBA CASTO TECHNICAL SERVICES INC  
PO BOX 627  
CHARLESTON, WV 25322-0627

## DATE ISSUED

AUGUST 13, 2024

## EXPIRATION DATE

AUGUST 13, 2025

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

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## West Virginia Secretary of State — Online Data Services

### Business and Licensing

Online Data Services Help

### Business Organization Detail

*NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.*

### CASTO TECHNICAL SERVICES, INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C   Corporation	9/21/1973		9/21/1973	Domestic	Profit			

Organization Information			
<b>Business Purpose</b>	8113 - Other Services (except Public Administration) - Repair and Maintenance - Commercial and Industrial Machinery and Equipment (exe Auto and Elec) Repair and Maintenance		<b>Capital Stock</b> 50000.0000
<b>Charter County</b>	Kanawha	<b>Control Number</b>	0
<b>Charter State</b>	WV	<b>Excess Acres</b>	0
<b>At Will Term</b>	<b>Member Managed</b>		
<b>At Will Term Years</b>	<b>Par Value</b>		0.100000
<b>Authorized Shares</b>	500000	<b>Young Entrepreneur</b>	Not Specified



Addresses	
Type	Address
<b>Local Office Address</b>	540 LEON SULLIVAN WAY CHARLESTON, WV, 25301
<b>Mailing Address</b>	P.O. BOX 627 CHARLESTON, WV, 25322 USA
<b>Notice of Process Address</b>	CHRISTINA SMITH 540 LEON SULLIVAN WAY CHARLESTON, WV, 25301
<b>Principal Office Address</b>	540 LEON SULLIVAN WAY CHARLESTON, WV, 25301 USA
Type	Address

Officers	
Type	Name/Address
<b>Director</b>	TIMOTHY SNEERINGER PO BOX 627 CHARLESTON, WV, 25322
<b>President</b>	TIMOTHY SNEERINGER PO BOX 641 GREAT BARRINGTON, MA, 01230
<b>Secretary</b>	CHRISTINA SMITH 540 LEON SULLIVAN WAY CHARLESTON, WV, 25301
Type	Name/Address

Date	Amendment
<b>11/12/2020</b>	B4WV Other Change: AMENDED AND RESTATED ARTICLES OF INCORPORATION OF CASTO TECHNICAL SERVICES, INC. I. Name. The name of the corporation is Casto Technical Services, Inc. (the "Corporation"). II. Address. The address of the principal office of the Corporation is 540 Leon Sullivan Way, Charleston, WV 25301, or at some other place within the United States, as the board of directors from time to time shall designate. III. Mailing Address. The mailing address of the above location is P. O. Box 627, Charleston, WV 25322. IV. Email Address. The email address where informational notices and reminders of annual filings may be sent is csmith@castotech.com. V. Existence. The existence of the Corporation is perpetual. VI. Authorized Shares. The Corporation is authorized to issue only one class of stock consisting of not more than 500,000.00 shares with par value of (\$0.10) per share. The Corporation shall issue all of the shares without certificates. VII. Purposes. The purpose of the Corporation is to engage in any or all lawful business or activity for which corporation, incorporated in West Virginia. VIII. Incorporator. The name and address of the original incorporators of the Corporation are Harry N. Casto and W. E.

Mohler, neither of whom are affiliated with the Corporation as of the date of these Amended and Restated Articles of Incorporation and are deceased. IX. Agent. The name and address of the person (agent) to whom notice of process may be sent is Christina Smith, 540 Leon Sullivan Way, Charleston, WV 25301. X. Directors. The Corporation shall have a board of directors consisting of one (1) to five (5) directors. The directors shall be elected at each annual meeting of the shareholders. Directors need not be shareholders of the corporation nor residents of the State of West Virginia. The board of directors may not increase or decrease the number of directors. XI: Limitation on Director Liability. Directors shall have no personal liability to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director: Provided, this Article shall not eliminate or limit the liability of a Director: (A) for any breach of the Director's duty of loyalty to the Corporation or its stockholders; (B) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (C) for unlawful distributions as described in the Act; or (D) for any transaction from which the Director derived an improper personal benefit. XII: Indemnification of Directors. The Corporation shall indemnify a Director for liability, as that term is defined W. Va. Code § 31D-8-850, to any person for any action taken, or any failure to take any action, as a Director except liability for: (A) receipt of a financial benefit to which he or she is not entitled; (B) an intentional infliction of harm on the Corporation or its shareholders; (C) for unlawful distributions as described in the Act; or (D) an intentional violation of criminal law.

<b>10/21/2010</b>	AMENDMENT FILED (CHANGES TO STOCK & SHARES)...SEE IMAGE
<b>2/3/1983</b>	CHANGE OF NAME FROM CASTO-TRANE SERVICE AGENCY, INC.
<b>Date</b>	<b>Amendment</b>

<b>Annual Reports</b>	
<b>Filed For</b>	
2025	
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2023	
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<b>Date filed</b>

For more information, please contact the Secretary of State's Office at 304-558-8000.

Wednesday, June 25, 2025 — 8:58 AM

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### Records Retention Policy Impacts Old SAM Registration Data

May 21, 2025

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All Words

e.g. 1606N020Q02




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#### Simple Search

#### Search Editor

- ☐ Any Words 
- ☐ All Words 
- ☐ Exact Phrase 

e.g. 123456789, Smith Corp

"Casto Technical Services, INC." 

Classification



Excluded Individual



Excluded Entity



Federal Organizations



Exclusion Type



Exclusion Program



Location



Dates



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# DEBARRED AND SUSPENDED VENDORS

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## Debarred Vendor List

Pursuant to **West Virginia Code** §5A-3-33c and 33d, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a debarred vendor during the debarment period.

Below is a list of vendors who are currently debarred from doing business with the State of West Virginia.

Vendor Name:	<b>Arapaho Communications Management LLC</b>
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Arapaho Communications LP</b>
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Arapaho Pipe &amp; Supply LP</b>
Vendor Address:	840-A Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>May Baqai</b> <b>Individually and as Notice of Process Recipient for Planet Cellular Inc.</b>
Vendor Address:	1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent

Debarment Scope:	All Commodities and Services
------------------	------------------------------

Vendor Name:	<b>Mehwish Baqai</b> <b>Individually and as Vice President, Planet Cellular Inc.</b>
Vendor Address:	17326 Edwards Road Ste.A207 Cerritos, CA 90703  1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Gerry E. Barton</b>
Vendor Address:	Route 1, Box 185 Valls creek, WV 24815
Debarment Date:	February 23, 2011
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Bayliss &amp; Ramey, Inc.</b>
Vendor Address:	145 Vaughan Drive Fraziers Bottom, WV 25082
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Courtney Bowman</b> <b>RNCR Trucking</b>
Vendor Address:	PO Box 394 Raysal, WV 24879  90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	June 1, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Daniel R. Dennis, III</b>
Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Dennis Corporation</b>
--------------	---------------------------

Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Clark A. Diehl</b>
Vendor Address:	P.O. Box 20003 Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Deniz Erdinc</b>
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Steven Hull</b>
Vendor Address:	P.O. Box 434 Jane Lew, WV 26378
Debarment Date:	September 14, 2018
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>KGH Development Inc.</b>
Vendor Address:	840 Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Jack M. Kidd</b>
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Nancy Kennedy Backwoods Trucking</b>
Vendor Address:	P.O. Box 394 Raysal, WV 24879



	90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	April 20, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Bruce E. Kenney, III</b>
Vendor Address:	916 Vikingfield TE Chesapeake, VA 23322
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Lighthouse Sourcing Solutions, LLC</b>
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Joyce Matney Mountaineer Trucking</b>
Vendor Address:	P.O. Box 262 Raysal, WV 24879  Rt. 83 701 Raysal, WV 24879
Debarment Date:	July 29, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>James Travis Miller</b>
Vendor Address:	65 Summit Ridge Road Hurricane, WV 25526
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Andrew P. Nichols</b>
Vendor Address:	732 Nursery Lane Lesage, WV 25537 OR RR 1, 407H Lesage, WV 25537
Debarment Date:	October 13, 2017; updated April 29, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services except for work as an employee of Marshall University and its affiliated research entities.

Vendor Name:	<b>Planet Cellular Inc.</b>
Vendor Address:	13909 Bettencourt St. Cerritos, CA 90703
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Russel Radach</b>
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>John Derek Riffe</b>
Vendor Address:	P.O. Box 262 Raysal, WV 24879 OR Rt. 83 701 Raysal, WV 24879
Debarment Date:	August 18, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>VMK/JMK Investment Holding LLC</b>
Vendor Address:	400 Willow Glen Drive El Paso, TX 79922
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Wallpapers In Stock, Inc.</b>
Vendor Address:	1600 Kanawha Boulevard, West Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Mark Rudolph Whitt</b>
Vendor Address:	380 Cannery Lane Winfield, WV 25213
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

## Suspended Vendor List

Pursuant to **West Virginia Code** §5A-3-32, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a suspended vendor during the suspension period (not to exceed one year).

*There are currently no vendors suspended from bidding with the State of West Virginia.*

Questions regarding debarred or suspended vendors should be directed to:

West Virginia Purchasing Division  
2019 Washington Street, East  
Post Office Box 50130  
Charleston, West Virginia  
25305-0130  
USA

Telephone (304) 558-2306

To check the federal debarment and suspension lists, use the [Excluded Parties List System](#).

For more news, check out the latest issue of [The Buyers Network](#).

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