



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

State of West Virginia Purchase Order

Order Date: 03-22-2023

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:	CPO 0211 4011 GSD2300000009 3	Procurement Folder:	1120201
Document Name:	Building 11 - Cooling Tower Rehab/Modernization	Reason for Modification:	Change Order No.2 is issued to increase the contract, per the attached documentation.
Document Description:	Building 11 - Cooling Tower Rehab/Modernization		
Procurement Type:	Central Purchase Order		
Buyer Name:	Melissa Pettrey		
Telephone:	(304) 558-0094		
Email:	melissa.k.pettrey@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2023-01-05
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-07-04

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000202408 CASTO TECHNICAL SERVICES INC 540 LEON SULLIVAN WAY CHARLESTON WV 25322 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: David K Parsons Requestor Phone: 304-352-5486 Requestor Email: david.k.parsons@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 11 - CHILLER PLANT 218 CALIFORNIA AVE CHARLESTON WV 25305 US

Total Order Amount: \$643,397.48

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <i>Tara H. 4/17/2023</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John D. Gray 4/12/2023</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>4/12/2023</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Change Order

Change Order No. 2 is issued to increase the original contract according to all terms, conditions, and specifications contained in the original contract and all authorized change orders, except that the contract Lump Sum is increased as defined in the attached documentation.

Original Contract Price: \$571,340.17

Change Order No. 2 Increase: \$ 72,057.31

Contract New Total: \$643,397.48

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	73161517	1.00000	JOB	571340.170000	571340.17
Service From	Service To	Manufacturer		Model No	
2023-01-05	2023-07-04				

Commodity Line Description: Building 11 - Cooling Tower Rehab/Modernization

Extended Description:

Building 11 - Cooling Tower Rehab/Modernization

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	73161517	1.00000	JOB	72057.310000	72057.31
Service From	Service To	Manufacturer		Model No	
2023-01-05	2023-07-04				

Commodity Line Description: Change Order 2

Extended Description:

Building 11 - Cooling Tower Rehab/Modernization



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
State Capitol
Charleston, West Virginia 25305

Mark D. Scott
Cabinet Secretary

John McHugh
Director

MEMORANDUM

To: Melissa Pettrey, Senior Buyer, State Purchasing Division
From: Cody Taylor, Procurement Specialist, General Services Division
Date: March 22, 2023
Ref: GSD1120201, Change Order #2 Justification

Melissa:

Please allow this memorandum to serve as written explanation and justification for our request for Change Order # to increase CPO 0211 GSD2300000009, with Casto Technical Services, for the Building 11 Cooling Tower Rehab and Modernization Project, in the amount of \$72,057.31, to a new contract total of \$643,397.48 per the attached documentation and the explanation given below.

We are requesting an increase of \$72,057.31, to provide for the following additional work:

Quote 194940 - \$7,829.64 - Replace wall panels, fasteners, and sealant of the cooling towers water basins. This was originally planned to be refinished, but after the basin was drained the walls are damaged beyond repair by corrosion. (See attached pictures). This part of the work is to replace the existing eroded wall panels with new panels and includes all hardware and sealant to complete the project. This issue couldn't have been seen until the basin had been drained and debris removed.

Quote 195013 - \$17,985.00 - While the basin is drained and the sump heaters are to be removed to complete the work. It would be a massive cost savings to the state to go ahead and replace the old heaters while the basin is drained and the old would have needed to be reinstalled anyway. This work was unforeseen, but will be very beneficial as they are already removed and the basin is drained.

Quote 195025 - \$6,323.36 - With the basin drained, it was discovered that the bolts and gasket for the water return connections had eroded beyond repair. Towers 3, 4, and 5 will have to have these bolts and gaskets replaced to secure the connections of the basin drain and prevent leaking. This issue couldn't have been seen until the basin had been drained and debris removed.

Quote 195036 - \$39,919.31 - After the basin was drained and the debris was removed it was discovered that the basins seams themselves were deteriorated and at some point had been caulked as a mitigation tactic. That caulk has now come off in some sections and is cracking/failing throughout. A permanent fix will be needed to correctly seal the cooling towers basin. Casto has proposed corrective measures to coat the entire Basin with Belzona 3121 two-part water proofing compound. This price includes the blasting, disposal (of old materials), preparation, and installation of the new coating. This was again, another

APPROVED

4/6/23

unforeseen issue that wasn't discovered until the basin had been drained and debris removed. The basin itself must be secure of leaks for the protection of Building 11.

The Agency believes it is imperative to correct all the above issues, as if not addressed these items will fail in the very near future. Pictures have been attached to show the extent of the deterioration throughout all the areas above. All issues were unforeseen, as they couldn't have been discovered until the basin itself had been drained and cleared of debris.

The Agency made the determination that these changes were warranted and approves the contract to be increased as detailed below:

Original Contract Amount	=	\$571,340.17
Change Order #1 (NTP)	=	N/A
Change Order #2 Increase	=	\$72,057.31

Revised Contract Amount	=	\$643,397.48
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The net change to-date to this contract, by change order, including this request, is \$72,057.31, or 12.60% of the original contract award value.

If you have any questions or need additional information, please contact me via email at Cody.G.Taylor@wv.gov or by phone at (304) 957-7187



RE: WV Building 11 Cooling Tower Refurbishment

Upon demolition of the fill and cleaning of cooling towers 3, 4 & 5 it was found that there was more damage that was not covered by the scope of the project. We are also including pictures for documentation.

Quote 194940: Investment is to replace (18) end wall panels, fasteners, and sealant on the Central Plant Marley Cooling Tower.

Notes:

- Installation of material to be installed as galvanized steel as original OEM construction.
- After installation of new material, walls will be coated as per original specification to prevent premature failure in the future.

Investment: \$7,829.64

Quote 195013: Investment is to replace and wire in (12) new sump heaters on the Central Plant Cooling Tower.

Investment: \$17,985

Quote 195025: Investment is to replace the corroded bolts and gaskets for the return water connections on Cooling Towers #3, #4, and #5. (3) Connections New bolts will be Stainless Steel.

Investment: \$6,323.36

Quote 195036: Investment is to mechanically prepare all basin and structural seams in the cooling tower basin.

Notes:

- Coat with Belzona 3121 two-part water-proofing compound, utilizing compound and reinforcing material.
- Investment includes all blasting grit material, disposal, and labor for both preparation and coating.

Investment: \$39,919.31

Total Investment : \$72,057.31

We Make Building Work...BETTER!!!

INCREASE PENALTY RIDER

BOND AMOUNT \$571,340.17 BOND NO. 30174665

To be attached and form a part of Bond No. 30174665 dated the 2nd Day of December, 2022, executed by Western Surety Company as surety, on behalf of Casto Technical Services, Inc. as current principal of record, and in favor of State of West Virginia Department of Administration Purchasing Division, as Obligee for CRFQ GSD2300000019 Building 11 Cooling Tower Rehab/Modernization - According to Plans & Specifications, and in the amount of Five Hundred Seventy One Thousand Three Hundred Forty Dollars and 17/100 (\$571,340.17).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Western Surety Company hereby consents that effective from the 2nd Day of December, 2022, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: Five Hundred Seventy One Thousand Three Hundred Forty Dollars and 17/100 (\$571,340.17)

TO: Six Hundred Forty Three Thousand Three Hundred Ninety Seven Dollars and 48/100 (\$643,397.48)

The INCREASE of said bond penalty shall be effective as of the 21st Day of March, 2023, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 21st Day of March, 2023

Casto Technical Services, Inc.
PRINCIPAL

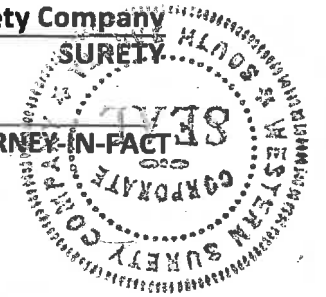
Timothy Smeering, GENERAL MANAGER

Western Surety Company

BY

Kimberly J. Wilkinson

Kimberly J. Wilkinson, WV Resident Agent, ATTORNEY-IN-FACT

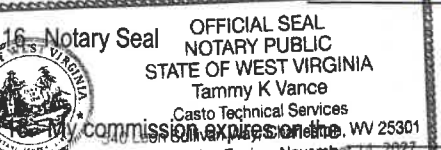


ACKNOWLEDGMENTS

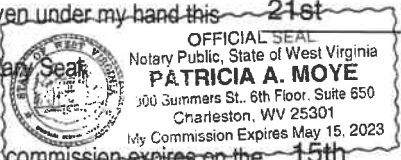
Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit: _____
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal _____ 7: _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF West Virginia
10. County of Kanawha to-wit: _____
11. I, Tammy K. Vance, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that Timothy Sneeringer
13. who as, General Manager signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this 22nd day of March 20 23
16. Notary Seal  17: Tammy K. Vance
(Notary Public)
18. My commission expires on the 14th day of November 20 27

Acknowledgment by Surety

19. STATE OF West Virginia
20. County of Kanawha to-wit: _____
21. I, Patricia A. Moye, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that Kimberly J. Wilkinson
23. who as, Attorney-in-fact and WV Resident Agent signed the foregoing writing for
24. Western Surety Company a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this 21st day of March 20 23
26. Notary Seal  27: Patricia A. Moye
(Notary Public)
28. My commission expires on the 15th day of May 20 23

Sufficiency in Form and Manner
of Execution Approved

Attorney General

This _____ day of _____ 20 _____.

By: _____

(Deputy Attorney General)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kimberly J Wilkinson, Gregory T Gordon, Patricia A Moye, Jeremy B Stanley, Terri L Dodrill, Individually

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2022.



WESTERN SURETY COMPANY

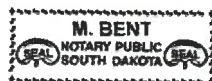
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of October, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

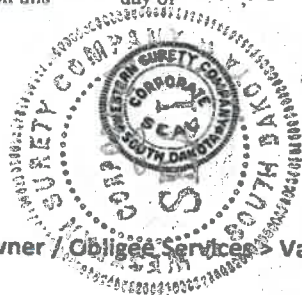
March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of March 2023



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



304-346-8920 Fax
service@castotech.com

Charleston, WV 25305

Acceptance of quotation

Purchase Order #

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!**



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: Joey Campbell

Date: 03/16/2023

Quote Number: 194940

Location: WV Dept of Administration - Bld 11

1900 Kanawha Blvd, East

Chiller Plant

Charleston, WV 25305

Description	Line Total
<p>Upon demolition of cooling tower fill and drainage of the cold water basin it was determined that the seams of the galvanized steel panels at the ends of the cooling tower were severely corroded and had substantial material loss. These panels were not able to be accessed for evaluation during bidding and during scope of work creation. Only after the fill was removed, were we able to determine the amount of damage. Also, the scope of work did not incorporate any repairs or replacement of these panels, only to mechanically prepare and coat the panels. Any attempt to salvage the panels without some sort of patching or replacement would only cause more material loss and create path ways for water to escape the tower and air to bypass the fill. With the current state of the tower, it would be a wise investment to replace these panels before the coating process begins.</p>	\$7,829.64
<p>Investment is to replace (18) end wall panels, fasteners, and sealant on the Central Plant Marley Cooling Tower.</p>	
<p>Notes:</p> <ul style="list-style-type: none">- Installation of material to be installed as original 16 GA galvanized steel like kind of OEM construction.- After installation of new material, walls will be coated to prevent premature failure in the future as per the original scope of work.	







Technical Services

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Charleston, WV 25301

304-346-8920 Fax
service@castotech.com

QUOTE

Client Name: WV Dept of Administration

Contact: Joey Campbell

Date: 03/17/2023

Quote Number: 195013

Location: WV Dept of Administration - Bld 11

1900 Kanawha Blvd, East

Chiller Plant

Charleston, WV 25305

Description	Line Total
<p>The current cold water sump heaters have been removed as part of the original scope of work, to prevent damage. At this time, it would be a good opportunity to replace the heaters while the basin is drained. This was requested as an extra, we currently are not aware of the operational condition of all 12 existing heaters, as it was not part of the original scope to check or ensure operation. We will check them and report individual deficiencies as a courtesy service. Should the state decide to only replace heaters that are specifically failed, we can replace individually.</p> <p>Investment is to replace and wire in (12) new sump heaters on the Central Plant Marley Cooling Tower.</p>	\$17,985.00
Subtotal:	\$17,985.00
Estimated Sales Tax:	\$0.00
Total:	\$17,985.00

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!**



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540 Leon Sullivan Way
Charleston, WV 25301

304-346-8920 Fax
service@castotech.com

QUOTE

Client Name: WV Dept of Administration

Contact: Joey Campbell

Date: 03/20/2023

Quote Number: 195025

Location: WV Dept of Administration - Bld 11

1900 Kanawha Blvd, East

Chiller Plant

Charleston, WV 25305

Description	Line Total
Upon completion of demo and draining of cold water basin it, was found that the original fasteners used were standard carbon steel bolts. They have suffered severe corrosion and material loss. This may potentially create a leak around the 12" return water line under each tower cell. Previously this could not be visually inspected until the tower was drain and sediment removed. This was not addressed in the original scope of work. Currently with the tower drained, it would be the optimal time to replace these fasteners. Investment is to replace the corroded bolts and gaskets for the return water connections on Cooling Towers #3, #4, and #5. Note: New fasteners will be marine grade stainless steel, to prevent corrosion and loss of material.	\$6,323.36
Subtotal:	\$6,323.36
Estimated Sales Tax:	\$0.00
Total:	\$6,323.36

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 #

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540 Leon Sullivan Way
Charleston, WV 25301

304-346-8920 Fax
service@castotech.com

QUOTE

Client Name: WV Dept of Administration

Contact: Joey Campbell

Date: 03/20/2023

Quote Number: 195036

Location: WV Dept of Administration - Bld 11

1900 Kanawha Blvd, East

Chiller Plant

Charleston, WV 25305

Description	Line Total
<p>Upon demolition of cooling tower fill and drainage of the cold water basin it was determined that the seams of the stainless steel panels that make up the basin had been caulked in the past. Likely as a leak mitigation tactic. The caulk is loose and peeling up. We recommend sand blasting while the equipment is on site for the vertical wall areas. Then coating the seams and feet of the structural components in the basin with a 2 part epoxy and reinforcement fabric. This will be a permanent solution that will mitigate any future risk of water leaks out of the bottom of the basin.</p> <p>Investment is to mechanically prepare all basin and structural seams in the cooling tower basin.</p> <ul style="list-style-type: none">- Coat with Belzona 3121 two-part water-proofing compound, utilizing compound and reinforcing material.- Investment includes all blasting grit material, disposal, and labor for both preparation and coating.	\$39,919.31
Subtotal:	\$39,919.31
Estimated Sales Tax:	\$0.00
Total:	\$39,919.31

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:

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2. The cost of permits and inspections by outside authorities are not included.
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