



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: 12-28-2023

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 0506 2815 HHR2300000001 3	Procurement Folder:	1128977
Document Name:	Emergency Purchase-DHHR Diamond Protective Measures	Reason for Modification:	Change Order No. 1
Document Description:	Emergency Purchase-DHHR Diamond Protective Measures		
Procurement Type:	Central Emergency Purchase		
Buyer Name:	Crystal G Husted		
Telephone:	(304) 558-2402		
Email:	crystal.g.husted@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2023-01-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-12-31

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000173699	Requestor Name:	George L Montgomery
BBL CARLTON LLC		Requestor Phone:	(304) 957-0217
600 KANAWHA BLVD E STE 200		Requestor Email:	george.l.montgomery@wv.gov
CHARLESTON	WV		
US			
Vendor Contact Phone:	304-345-1300		
Extension:			
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

24
 FILE LOCATION

INVOICE TO	SHIP TO
304-957-0211 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS 1 DAVIS SQUARE, STE 119 CHARLESTON WV 25301 US	STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US

1-11-24 6C
 2-22-24 6C

Total Order Amount: \$1,451,480.00

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION DATE: <i>[Signature]</i> 1/10/2024 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>[Signature]</i> 2/29/2024 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>[Signature]</i> 2-29-24 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Change Order

Changer Order No. 1 is issued to increase the original contract per the attached documentation.

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.

Original Contract Price: \$1,198,042.00
Change Order No. 1 Increase: \$253,438.00
Contrat New Total: \$1,451,480.00

No other changes

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72153402	0.00000		0.000000	779330.00
Service From	Service To	Manufacturer	Model No		
2023-01-01	2024-12-31				

Commodity Line Description: Scaffolding services

Extended Description:

Scaffolding services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	72151910	1000.00000	LF	23.450000	23450.00
Service From	Service To	Manufacturer	Model No		
2023-01-01	2024-12-31				

Commodity Line Description: Mortar Removal and Repointing

Extended Description:

Scaffolding services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	31162100	750.00000	EA	21.800000	16350.00
Service From	Service To	Manufacturer	Model No		
2023-01-01	2024-12-31				

Commodity Line Description: Anchors

Extended Description:

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	72141702	24.00000	MO	15788.000000	378912.00
Service From	Service To	Manufacturer	Model No		
2023-01-01	2024-12-31				

Commodity Line Description: Construction equipment rental or leasing service

Extended Description:

Construction equipment rental or leasing service

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	72120000	1.00000	EA	171572.000000	171572.00
Service From	Service To	Manufacturer		Model No	
2023-12-06	2024-12-31				

Commodity Line Description: Item #4 Horizontal Stitching Tie Installation

Extended Description:
Nonresidential building construction services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
6	72120000	1.00000	EA	80366.000000	80366.00
Service From	Service To	Manufacturer		Model No	
2023-12-06	2024-12-31				

Commodity Line Description: Item #5B Window Protection 5B

Extended Description:
Nonresidential building construction services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
7	72120000	1.00000	EA	1500.000000	1500.00
Service From	Service To	Manufacturer		Model No	
2023-12-06	2024-12-31				

Commodity Line Description: Item #6B Window Protection 6B

Extended Description:
Nonresidential building construction services

October 4, 2023

George L. Montgomery
Executive Director of Operations
WV Dept. Of Health and Human Resources
One Davis Square, Suite 100 West
Charleston, WV 25301

Re: Diamond Building Temporary Protection Project
RFP #2: Building 2 South Elevation Brick Stabilization

George,

Below is the pricing and scope of work for Building 2 South Elevation Brick Stabilization.

Unit Price Item #4:

Total: \$171,572.00

Unit Price Item #5A

Total: \$150,496.00

Unit Price Item 5B

Total: \$80,366.00

Unit Price 6A

Total: \$2,800.00

Unit Price 6B

Total: \$1,500.00

- **Clarifications:**
 - All pricing is based on the quantity given
 - Includes all taxes and fees

We appreciate the opportunity to provide this cost proposal, feel free to call me if you should have any questions.

Thanks



Scott Thomas
Project Manager
BBL Carlton, LLC
P. 304-400-2158 E. sthomas@bbicarlton.com

Robert Price
Agree

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the MOU) is in effect upon signature of both parties through the date upon which all obligations of both parties have been met, by and between the WV DEPARTMENT OF ADMINISTRATION/GENERAL SERVICES DIVISION – hereinafter referred to as GSD and the WV DEPARTMENT OF HEALTH AND HUMAN RESOURCES – hereinafter referred to as DHHR.

PURPOSE

The purpose of this MOU is to specify responsibilities of the DHHR and GSD in regard to the procurement, performance, and payment of the emergency design and construction services required to address exterior masonry failures at the building hereinafter referred to as **The Diamond Building**, located at 350 Capitol Street in Charleston, WV, offices currently occupied by the DHHR but for whose care, custody, and control the GSD is responsible. The MOU is created with the understanding that the DHHR is under existing contracts with both WDP & Associates Consulting Engineers (“WDP”), for design of emergency repairs, and BBL Carlton LLC (“BBL”), for performance of the designed repairs, both of which require change orders to increase their overall costs to cover additional repairs found to be necessary since the inception of the emergency repairs, specifically those associated with repairs to the window lintels within the building envelope, as detailed in the attached “RFP2 Proposal - BBL Carlton.”

DHHR responsibilities:

DHHR shall be responsible for:

1. DHHR will successfully execute change orders to their existing contracts with WDP, for design, and BBL, for emergency construction, to increase the scope of work and sum of said contracts to cover the additional work. DHHR will also provide copies of the successfully executed change order documents to the GSD.
2. DHHR will timely bill the GSD for reimbursement of the additional costs, providing an invoice for Intergovernmental Transfer (“IET”), which includes as documentation copies of the invoices from the two vendors for the services and verification of their payment. The IET invoice will include the appropriate DHHR funding to which the reimbursement can be made.

GSD responsibilities:

GSD shall be responsible for:

1. GSD will select repair options devised by the WDP, to be executed by BBL.

2. GSD will reimburse DHHR for all costs associated with the design and performance of repair option Unit Prices 4, 5B, and 6B in the attached "RFP2 Proposal - BBL Carlton" (Emergency construction costs are proposed at \$253,438.00), and all costs associated with "WDP Additional Services Proposal" (design costs are proposed at \$24,030), totaling \$277,468.00, upon completion of the work by the designer and contractor, and the payment by DHHR of any invoices originating from the work.
3. GSD will review for approval any change orders, to either the design or construction contract, required where the costs or scope of the services require revision.
4. GSD will pay, in a timely manner, the reimbursement invoice(s) submitted by DHHR, within thirty (30) business days of receipt of a valid invoice.

General conditions

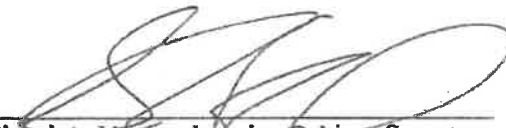
This MOU constitutes the entire agreement between the parties with respect to the procurement, performance, and payment of the emergency design and construction services required to address exterior masonry failures at the Diamond Building. No term, condition, or language contained herein shall be modified, amended, or altered, except in writing, signed by all parties hereto. Any provisions of this MOU found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this MOU.

It is further agreed by and between the parties hereto that this MOU shall be considered canceled, without further obligation on the part of either party, if the Legislature should subsequently fail to appropriate sufficient funds therefore or should otherwise act to impair this MOU or cause it to be canceled.

The MOU may be modified, as above, to revise the responsibilities of both parties, so that the remainder of the MOU is not invalidated.

MOU effective period of coverage

This MOU will remain in effect for the specified period.



Sherri A. Young, Interim Cabinet Secretary
West Virginia Department of Health and
Human Resources

12/6/23

Date



Robert P. Kilpatrick, Deputy Director, GSD
West Virginia Department of Administration

12/6/23

Date



APPROVED
Feb 10/24

**STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES
Office of Operations**

**Sherri A. Young, DO, MBA, FAAFP
Interim Cabinet Secretary**

**George L. Montgomery
Executive Director**

MEMORANDUM

To: Bryan Rosen, DHHR Director of Purchasing

From: George Montgomery, EDO

Date: December 7, 2023

Subject: Additional Emergency Measures for Diamond Building

Bryan, I present the following as justification for an emergency change order for additional services to be provided by BBL Carlton on the Diamond Building at 350 Capitol Street, Charleston. The ownership of the Diamond Building has transferred to the Department of Administration and maintenance is the responsibility of the General Services Division. As DHHR had begun working on emergency protective measures related to the building facade prior to the transition, we have continued with those efforts working in collaboration with the General Services Division, Architecture and Engineering section on all of the below.

On 7/17/2023, WDP and Associates notified the DHHR of additional life safety concerns related to the steel lintels above the 7th floor windows. The degradation has progressed to the point that there is significant concern that the windows could fail and the resulting glass breakage could extend beyond the currently established protective measures.

On 9/15/2023, WDP Associates provided to BBL Carlton a Request for Proposal for pricing for additional brick stabilization and protective measures to the south elevation for the purpose of alleviating the concerns raised in the 7/17/2023 correspondence.

On 10/4/2023, based on the specifications developed by WDP and Associates, BBL Carlton provided a quote for several different options of work meeting the specifications developed by WDP and Associates. These specifications were provided to GSD/A&E for review and consideration.

On 12/6/2023, DHHR entered into an MOU with the DOA/GSD for the additional emergency measures. Under the agreement, DHHR would request a change order to the

current contract with BBL Carlton for the additional work as specified by DOA/GSD to be paid for by the DHHR and reimbursed by the DOA/GSD upon completion. The MOU specifies Unit Price Items #4, #5B and #6B from the BBL Carlton estimate. Specifically,

- Unit Price Item #4 Horizontal Stitching Tie Installation, \$171,572.
- Unit Price Item #5B Window Protection Option 6B, \$80,366. (6B should be 5B)
- Unit Price Item #6B Window Protection Option 7B, \$1,500. (7B should be 6B)

Total amount of the selected items is \$253,438.

I request that we proceed with the BBL Carlton change order in the amount of \$253,438. If you have any questions or need any further information, please let me know.

Thank you.

Attachments: WDP and Associates Memo 7/17/2023

WDP and Associates RFP 9/15/2023 to BBL Carlton

BBL Carlton Proposal in Response to RFP 10/4/2023

MOU Agreement between DHHR and DOA/GSD 12/6/2023

Robert Price
Agree

July 17, 2023



West Virginia Department of Health and Human Resources
One Davis Square, Suite 100 West
Charleston, WV 25301

Attention: George L. Montgomery
Executive Director of Operations

Hinton, WV

Reference: Diamond Building Assessment
Immediate Life Safety Concerns
WDP Project No. 21346

Manassas, VA

Charlottesville, VA

Dear Mr. Montgomery:

Blacksburg, VA

WDP & Associates Consulting Engineers, Inc., (WDP) was recently on site at the Diamond Building to observe the trial helical masonry tie installation at the upper parapet of the building. The helical ties are to be installed as a part of the on-going temporary protection measures.

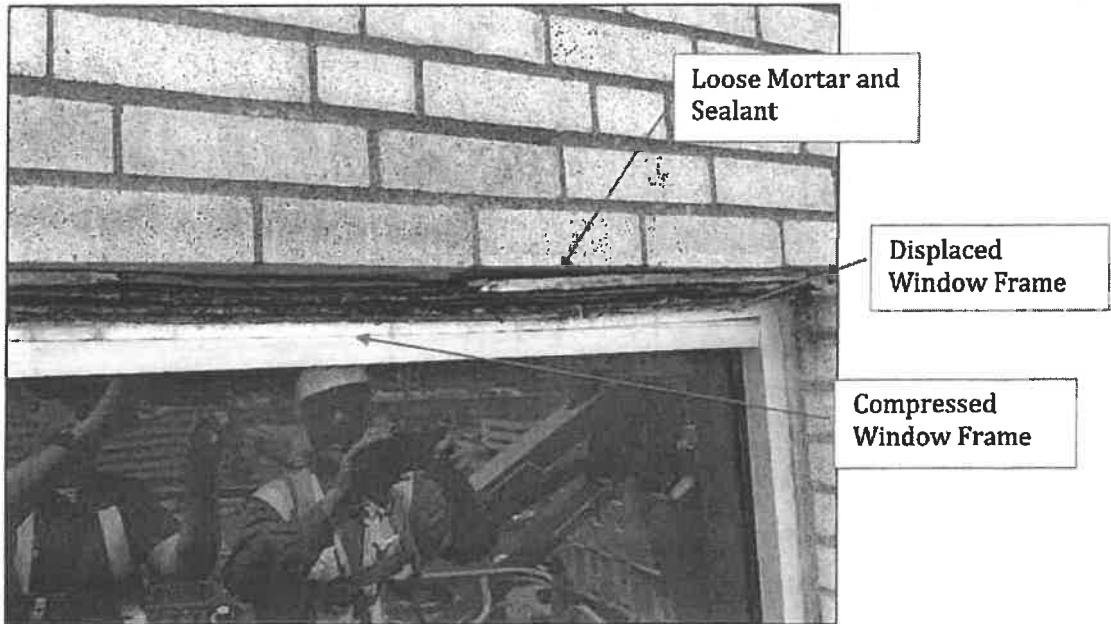
Myrtle Beach, SC

New York, NY

As we discussed, the degradation of the steel lintels above the 7th floor windows has progressed to the point that the current temporary protection measures may not be fully effective in protecting the public below the building, and additional measures should be considered that would prevent glass and large sections of masonry from falling. The corrosion induced expansion of the steel lintels in some locations has progressed to the point that it is compressing the head of the windows and could lead to glass breakage (Photographs 1 and 2). In addition, the steel has corroded to the point that there is no structural integrity remaining, and the brick above the lintel has been left unsupported (Photographs 3 and 4).

These conditions have worsened since the completion of our investigation and when the current temporary protection measures were designed. As recommended in our April 27, 2022, letter, a comprehensive repair to the exterior of the building should be undertaken as expeditiously as possible to restore the structural integrity of the exterior walls and roof slab.

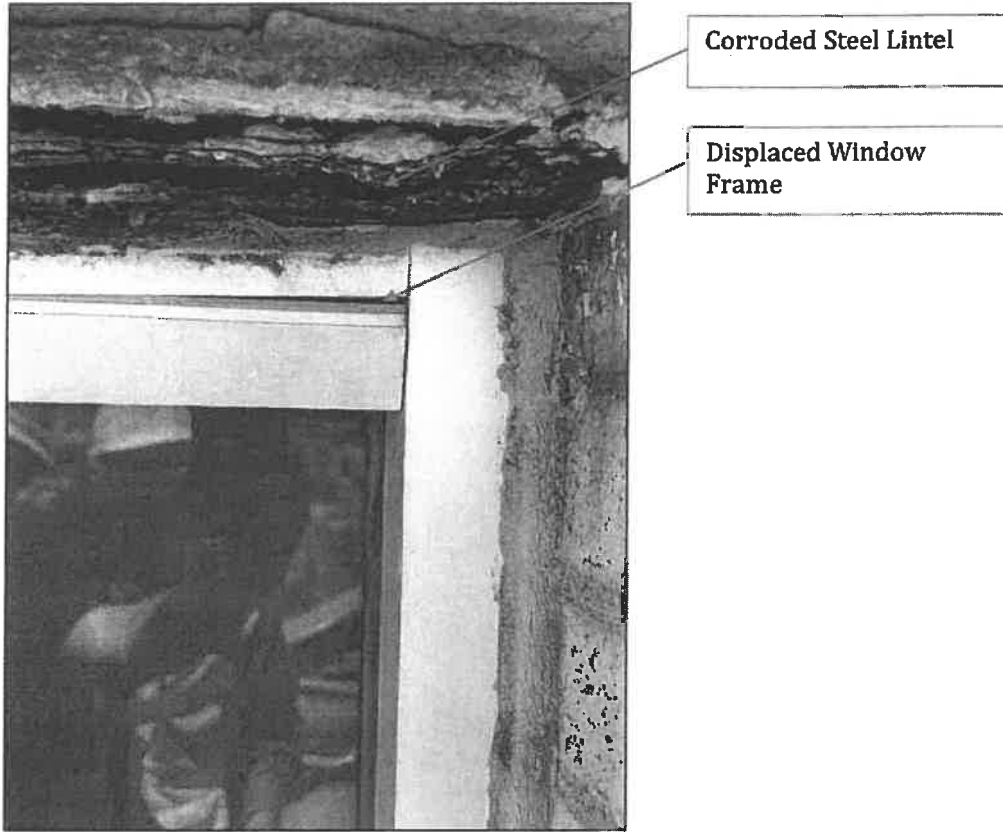
If requested, we can work to develop recommendations for additional measures.



Photograph 1 - Compressed Window

Diamond Building Assessment
Immediate Life Safety Concerns
WDP Project No. 21346
July 17, 2023
Page No. 3

WDP
& Associates



Photograph 2 - Displaced Window Frame and Corroded Lintel

Diamond Building Assessment
Immediate Life Safety Concerns
WDP Project No. 21346
July 17, 2023
Page No. 4

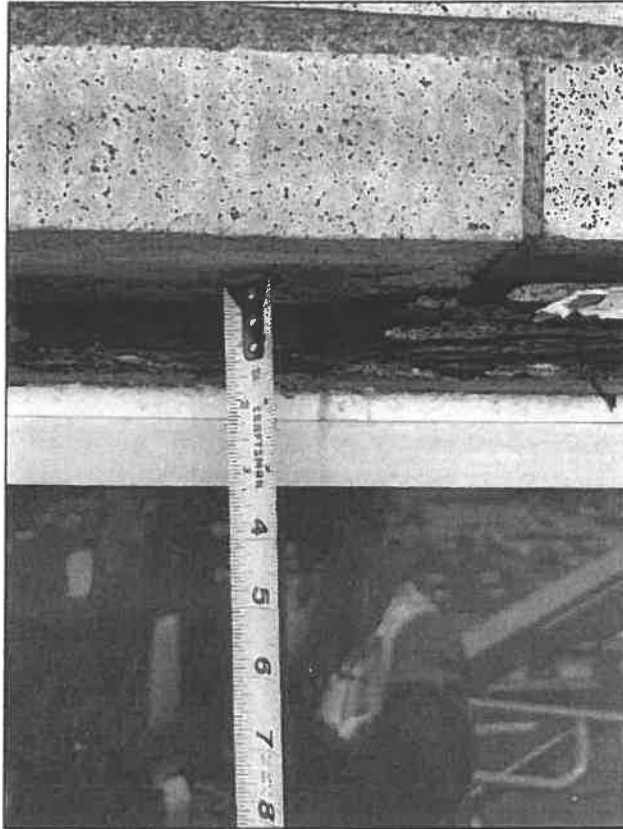
WDP
& Associates



Photograph 3 - Unsupported Brick above 7th Floor Window

Diamond Building Assessment
Immediate Life Safety Concerns
WDP Project No. 21346
July 17, 2023
Page No. 5

WDP
& Associates



Photograph 4 - Section Loss of Steel Lintel

I am available to discuss the next steps in more detail at your convenience.

Respectfully submitted,

WDP & Associates Consulting Engineers, Inc.

Rex A. Cyphers, P.E.
Principal



Consulting Engineers, Inc.
33 Summers Hospital Road
Hinton, West Virginia 25951
(304) 660-0400

Request for Proposal

Project: Diamond Building Temporary Protection	RFP Title: Building 2 South Elevation Brick Stabilization and Protection	RFP Date: September 15, 2023	Response Due: September 22, 2023
Contractor: BBL Carlton, LLC 600 Kanawha Blvd. East, Ste 200 Charleston, WV 25301	Engineer: WDP & Associates Consulting Engineers 33 Summers Hospital Rd Hinton, WV 25951	Owner: WV Dept. Health and Human Resources One Davis Square Charleston, WV 25301	

Instructions:

The proposed changes in this RFP are for information only and shall not be considered as instructions to execute the proposed work. The Contractor shall develop and submit an itemized quotation for the proposed changes by the close of business on the due date listed above.

The Contractor shall provide an itemized quotation for brick stabilization and protection at the north and western elevations of Building 2 and the south elevation of Building 1, as shown in attached sheets SSK2 through SSK4 and as described below.

General

- The Scope of Work generally includes the following:
 - Selective repointing of cracks in masonry joints.
 - Installation of stitching ties in the existing brick above select windows to form masonry lintels in the existing brickwork.
 - Installation of temporary glazing protection at the interior and exterior sides of select windows.

Materials

- **Stitching Ties:** Stainless steel helical ties (or stitch-tie bars) intended for installation in masonry bed joints for repair of cracked masonry.
 - Material: Type 304 stainless steel.
 - Diameter: ¼ inch or 6mm.
 - Manufacturer:
 - Prosoco
 - Simpson Strong-Tie
 - Thor Helical
 - Or approved equal.
- **Repair Mortar:** Non-shrink repair mortar recommended by helical stitching tie manufacturer for application.
- **Pointing Mortar:** Same as previously approved for the project.
- **Impact Protection Adhesive System:** safety film and adhesive system intended to prevent injury or further harm from shattered glass. The system can be installed at the interior, exterior, or both.
 - Safety Film: 3M Scotchshield Ultra 800, 8-mil (0.20 mm) thickness
 - Film Attachment System: 3M Impact Protection Adhesive
- **Debris Netting:** Eagle Honeycomb Debris Netting, ¾-inch mesh size, 1000 lb. rating.
- **Lumber:** Pressure-treated, SPF No. 2 or better.
- **Masonry Screws:** Hilti KH-EZ, Simpson Strong-Tie Titen, Tapcon, or equal.

Unit Price Item #4: Horizontal Stitching Tie Installation

Description: Installation of double helical stitching ties in bed joints generally located at select locations at the following areas:

- North and west parapets of Building 2
- Seventh-story window heads at Building 2
- Window heads at south elevation of Building 1

At bed joints indicated by the Engineer, install the stitching ties in the joints in accordance with the following references. The Work should be sequenced to avoid destabilizing the existing masonry. The work in this unit price item is independent and separate from the work in Unit Price Item #1 "Mortar Removal and Repointing.

References:

- Sheet SSK3, Detail 5
- Stitching tie manufacturer's written instructions

Materials:

- Stitching Ties: Stainless steel helical stitching ties (a.k.a stitch-tie bars) intended for installation in masonry bed joints for repair of cracked masonry.
 - Material: Type 304 stainless steel.
 - Diameter: ¼ inch or 6 mm.
 - Manufacturer:
 - Prosoco
 - Simpson Strong-Tie
 - Thor Helical
 - or approved equal.
- Repair Mortar: Non-shrink repair mortar recommended by helical stitching tie manufacturer for application.
- Pointing Mortar: Same as previously approved for the project.

Unit of Measurement: Linear feet of bed joint where stitching ties are installed

Base Quantity: 585 linear feet of joint.

Unit Price Item 5: Window Protection at Two-Lite Windows

Description: Installation of window protection at select two-lite windows generally located at the seventh floor, north and west elevations of Building 2 and fifth floor, south elevation of Building 1. Two options are proposed for this unit price item. The Contractor should provide separate unit prices for both Options 5A and 5B below. Both options should be understood to be mutually exclusive. The actual scope of work for this unit price item will be based on the option selected by the Engineer and Owner.

Unit of Measurement: Each window retrofitted.

Base Quantity: 37 windows.

Unit Price Item #5A: Window Protection Option 6A

Glass Interior: Safety Film with Attachment Adhesive

Vision Glass Exterior: Safety Film with Attachment Adhesive

Spandrel Glass Exterior: Debris Netting

Reference: Sheet SSK4, Detail 1

Unit Price Item #5B: Window Protection Option 6B

Glass Interior: Safety Film with Attachment Adhesive

Vision Glass Exterior: Debris Netting

Spandrel Glass Exterior: Debris Netting

Reference: Sheet SSK4, Detail 2

Unit Price Item 6: Window Protection at Single-Lite Windows

Description: Installation of window protection at select single-lite windows generally located at the fourth floor, south elevation of Building 1. Two options are proposed for this unit price item. The Contractor should provide separate unit prices for both Options 6A and 6B below. Both options should be understood to be mutually exclusive. The actual scope of work for this unit price item will be based on the option selected by the Engineer and Owner.

Unit of Measurement: Each window retrofitted.

Base Quantity: 2 windows.

Unit Price Item #6A: Window Protection Option 7A

Glass Interior: Safety Film with Attachment Adhesive

Glass Exterior: Safety Film with Attachment Adhesive

Reference: Sheet SSK4, Detail 3

Unit Price Item #6B: Window Protection Option 7B

Glass Interior: Safety Film with Attachment Adhesive

Glass Exterior: Debris Netting

Reference: Sheet SSK4, Detail 4



Rex A. Cyphers, P.E.



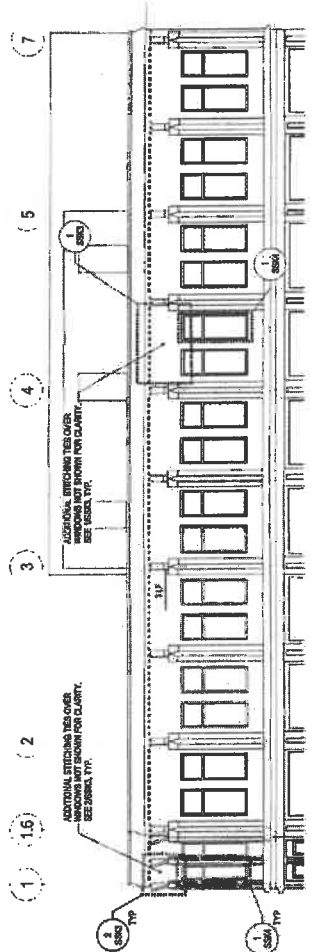
WDP
& Associates
 Consulting Engineers
 11111 Highway 101, Suite 100
 Fairfax, VA 22033
 Office: 703-440-0800
 Fax: 703-440-0801

DIAMOND BUILDING
CHARLESTON, WV
TEMPORARY STABILIZATION PROJECT
RFP 02 - BLDG 2 W. ELEV. BRICK STABILIZATION

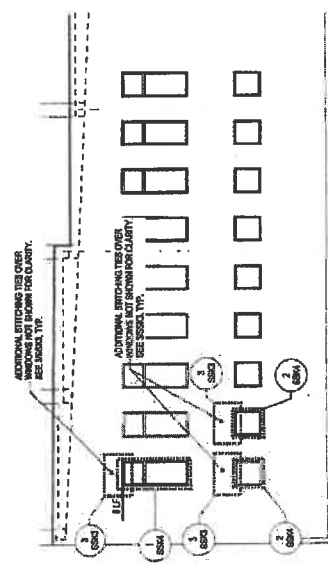
SECTION	
DATE	
BY	
CHECKED	
APPROVED	
DESIGNED	
DRAWN	
SCALE	
PROJECT	
DATE	
BY	
CHECKED	
APPROVED	

REPAIR ELEVATIONS

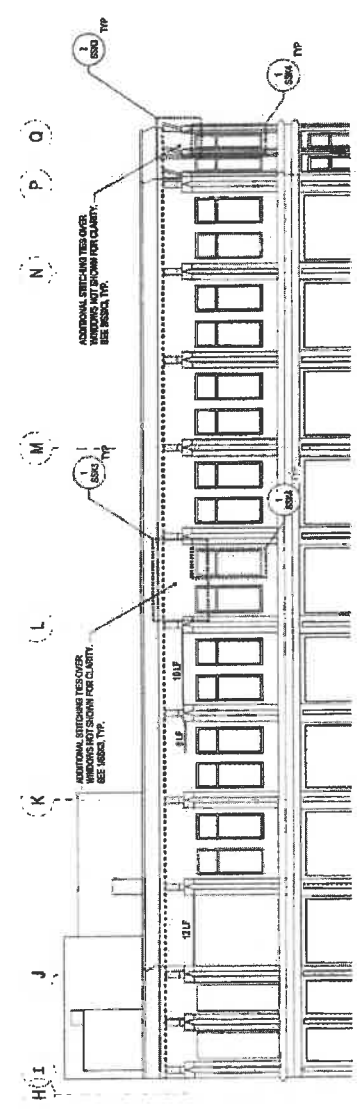
SSK1



BUILDING 1
2 PARTIAL WEST ELEVATION
SSK2



BUILDING 1
1 PARTIAL SOUTH ELEVATION
SSK2



BUILDING 2
3 PARTIAL NORTH ELEVATION
SSK2

SHEET NOTES

1. REFERENCED LOCATIONS SHOWN ARE BASED ON LIMITED CLARITY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF WORK AT ALL TIMES. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF WORK AT ALL TIMES. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF WORK AT ALL TIMES.
2. CONTRACTOR SHALL REMOVE LOOSE MATERIAL WITHIN WORK AREA.
3. NOTIFY ENGINEER IMMEDIATELY IF MATERIAL IS OBSERVED THAT IS UNSAFE OR PRESENTS A RISK OF FALLING.

LEGEND

--- LIMIT PRICE IN INSTALL CO. STITCHING TIES CONTINUOUSLY THROUGH JOINTS. LAP TIES WITH 12" OVERLAP. VERIFY JOINTS FOR CLARITY. SEE SSK2, TYP.

--- LIMIT PRICE IN BRICKING TIES OVER JOINTS. VERIFY JOINTS FOR CLARITY. SEE SSK2, TYP.



RIDER

To be attached to and form a part of Performance & Payment Bond No. 107670624, executed by BBL Carlton, LLC, 600 Kanawha Blvd., East – Suite 200, Charleston, West Virginia 25301 and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, Connecticut 06183, as Surety, in favor of the West Virginia Department of Health & Human Resources Office of Purchasing, One Davis Square, Charleston, West Virginia 25301, and dated December 5, 2022.

Provided, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.


The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified:

Increase in Contract Price from One Million One Hundred Ninety Eight Thousand Forty Two and 00/100 (\$1,198,042.00) Dollars to One Million Four Hundred Fifty One Thousand Four Hundred Eighty and 00/100 (\$1,451,480.00) Dollars by means of the change order in the amount of Two Hundred Fifty Three Thousand Four Hundred Thirty Eight and 00/100 (\$253,438.00) Dollars

This rider shall become effective as of the 3rd day of January 3, 2024.

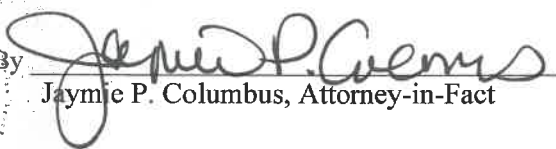
SIGNED, SEALED and DATED this 3rd day of January, 2024.

BBL-CARLTON, LLC

By 
David F. Meszler, Sr. Vice President

**TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA**



By 
Jaymie P. Columbus, 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 NEW YORK
10. County of ALBANY to-wit:
11. I, Tiffany Gocha, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that David F. Meszler
13. who as, Sr. Vice President 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 3rd day of January 20 24
16. Notary Seal **TIFFANY GOCHA**
Notary Public, State of New York
Qualified in Saratoga County
No. 01G06434469
Commission Expires June 6, 2026 17: Tiffany Gocha
(Notary Public)
18. My commission expires on the _____ 6th day of June 20 26

Acknowledgment by Surety

19. STATE OF NEW YORK
20. County of ALBANY to-wit:
21. I, Tiffany Gocha, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that Jaymie P. Columbus
23. who as, Attorney-in-Fact signed the foregoing writing for
24. Travelers Casualty and Surety Company of America 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 3rd day of January 20 24
26. Notary Seal **TIFFANY GOCHA**
Notary Public, State of New York
Qualified in Saratoga County
No. 01G06434469
Commission Expires June 6, 2026 27: Tiffany Gocha
(Notary Public)
28. My commission expires on the _____ 6th day of June 20 26

Sufficiency in Form and Manner of Execution Approved

This 29th day of February 20 24

By: John S. Gray
Attorney General
(Deputy Attorney General)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2023

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,150,661,933	LOSSES	\$ 1,536,742,249
STOCKS	115,760,594	LOSS ADJUSTMENT EXPENSES	136,032,224
CASH AND INVESTED CASH	83,310,786	COMMISSIONS	38,298,447
OTHER INVESTED ASSETS	6,561,822	OTHER EXPENSES	36,588,082
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	25,993,585	TAXES, LICENSES AND FEES	11,726,720
INVESTMENT INCOME DUE AND ACCRUED	43,143,069	UNEARNED PREMIUMS	1,453,378,390
PREMIUM BALANCES	347,718,528	ADVANCE PREMIUM	2,435,053
REINSURANCE RECOVERABLE	43,481,728	POLICYHOLDER DIVIDENDS	18,980,836
NET DEFERRED TAX ASSET	70,753,315	CEDED REINSURANCE NET PREMIUMS PAYABLE	97,783,193
CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE,	4,319,605	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,267,969
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,369,093	REMITTANCES AND ITEMS NOT ALLOCATED	5,152,800
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	26,863,847	PROVISION FOR REINSURANCE	6,464,384
OTHER ASSETS	1,590,021	PAYABLE FOR SECURITIES LENDING	25,693,585
		OTHER ACCRUED EXPENSES AND LIABILITIES	317,899
		TOTAL LIABILITIES	\$ 3,391,171,831
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	2,090,072,333
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,530,356,093
TOTAL ASSETS	\$ 5,921,527,924	TOTAL LIABILITIES & SURPLUS	\$ 5,921,527,924

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

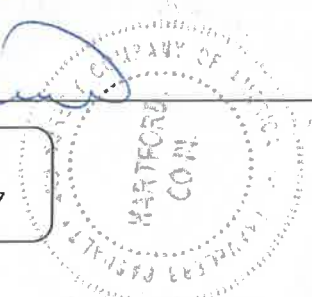
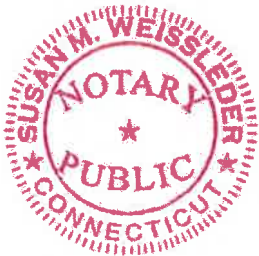
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2023.

Michael J. Doody
 VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 16TH DAY OF AUGUST, 2023

Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2027





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jaymie P. Columbus** of **LATHAM**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

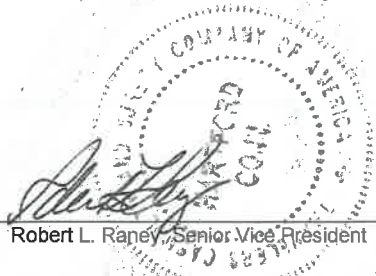
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President



On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **January**, **2024**



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

COMPLIANCE VERIFICATION CHECKLIST FOR REQUISITION SUBMISSION

<i>Purchasing Division Use:</i> Buyer: <u>Crystal Husted</u> Date: <u>1/4/24</u> Solicitation No. <u>CPO HR23*01</u>	Agency: Department of Health & Human Resources Procurement Officer Submitting Requisition: Robert Price Requisition No. N/A PF No.: 1128977
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This checklist **MUST** be completed by a state agency's designated procurement officer and submitted with the Purchase Requisition to the Purchasing Division. The purpose of the checklist is to verify that an agency procurement officer has obtained and included required documentation necessary for the Purchasing Division to process the requisition without future processing disruptions. At the agency's preference, the agency **MUST** either submit the checklist by attaching it to the requisition's Header **OR** by placing it in the requisition's Procurement Folder.

FOR ALL SOLICITATION TYPES:

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
1	Specifications and Pricing Page included	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Use of correct specification template	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Use of correct requisition type [CRQS → CCT or CPO] or [CRQM → CMA]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Use of most current terms and conditions (www.state.wv.us/admin/purchase/TCP.pdf)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Maximum budgeted amount in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Suggested vendors in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Capitol Building Commission pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Financing (Governor's Office) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Fleet Management Division pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
10	Insurance requirements				
	Commercial General Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Automobile Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Workers' Compensation/Employer's Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cyber Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Builder's Risk/Installation Floater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Professional Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Office of Technology CIO pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Treasurer's Office (banking) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FOR CHANGE ORDERS/RENEWALS:

1	Two-party agreement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Standard change order language	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3	Office of Technology CIO approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Justification for price increases/backdating/other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bond Rider (Construction)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Secretary of State Verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	State debarment verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	Federal debarment verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**The items pre-checked are required before a Purchase Requisition may be submitted to the Purchasing Division. Failure to complete and verify this documentation may result in rejection of the requisition back to the agency. It is up to the agency procurement officer to determine if pre-approvals, insurance, or other documentation is needed for the purchase. The referenced information below may be used to make this determination.*

For Purchasing Division Use Only:

I have reviewed the requisition identified above and find that it is sufficient to advertise publicly to the vendor community. My review does not preclude the possibility that the vendor community, or some other entity, will identify an area of concern; however, should such issues or concerns arise, they will be reviewed and addressed as may be appropriate.

Signature: _____

Crystal Hustead

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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 accuracy of information. However, we make no representation or warranty as to the correctness, completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

BBL-CARLTON, L.L.C.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC Limited Liability Company	6/10/1997		6/10/1997	Domestic	Profit		6/10/2047	

Organization Information			
Business Purpose	2362 - Construction - Construction of Buildings - Nonresidential Building Construction (industrial, commercial & institutional building)		Capital Stock
Charter County	Kanawha	Control Number	0
Charter State	WV	Excess Acres	
At Will Term	T	Member Managed	MGR
At Will Term Years	50	Par Value	
Authorized Shares		Young Entrepreneur	Not Specified

Addresses	
Type	Address
Designated Office Address	600 KANAWHA BLVD EAST SUITE 200 CHARLESTON, WV, 25301
Mailing Address	PO BOX 12789 ALBANY, NY, 12212 USA
Notice of Process Address	CHARLES MOORE 600 KANAWHA BLVD., EAST SUITE 200 CHARLESTON, WV, 25301
Principal Office Address	600 KANAWHA BLVD., EAST SUITE 200 CHARLESTON, WV, 25301 USA
Type	Address

Officers	
Type	Name/Address
Manager	TODD COREY-- VICE PRESIDENT 600 KANAWHA BLVD EAST SUITE 200 CHARLESTON, WV, 25301
Manager	CHARLES MOORE -- VICE PRESIDENT + 2 OTHERS 600 KANAWHA BLVD., EAST SUITE 200 CHARLESTON, WV, 25301
Organizer	CHARLES O. LORENSEN 1526 KAN.BLVD., EAST CHARLESTON, WV, 25311 USA
Type	Name/Address

Date	Amendment
9/8/1998	CHANGE OF NAME FROM BBL-WEST VIRGINIA, LLC TO BBL-CARLTON, L.L.C.
Date	Amendment

Annual Reports	
Filed For	

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

Wednesday, February 21, 2024 — 1:56 PM

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