





To:	JESSICA CHAI	MBERS	From:	STEVE LAME	BERT		
Fax:	304-558-3970		804-558-3970 Pages:		13		
Phone:			Date:	September 13, 2016			
Re:	CRFQ DJS170	CRFQ DJS1700000004					
☐ Urgent	☐ For Review	☐ Piease (	Comment	☐ Please Reply	☐ Please Recycle		
• Comme	nte		-				

Comments:

09/13/16 13/10:33 Purchasina Division

RR 3 Box 190 • Elkins • WV 26241 • Tel.: 304-636-3072 • Fax: 304-636-3076 E-mail: <a href="mailto:custompaving@frontier.com">custompaving@frontier.com</a> • Web site: <a href="mailto:http://custompavingandsealing.net">http://custompavingandsealing.net</a> 

Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 09 - Construction

Proc Folder: 238147

Doc Description: Reseating/Restriping of Parking Lot for Rubenstein Center

Prop Type: Control Dumbace Order

Pro	Proc Type: Central Purchase Order							
Date Issued	Solicitation Closes	Solicitation			Version			
2016-08-16	2016-09-13 13:30:00	CRFQ	0621 DJS1700000004		1			
Ì	13.30.00	1						

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Custom Paving & Sealing, Inc. RR 3 Box 190

Elkins, WV 26241 304-636-3072

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers (304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN # 55-0523342

9/13/16 DATE

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

### ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Juvenile Services to establish a one-time construction contract for all labor, materials & associated costs to stripe and seal the parking lot at the Rubenstein Center located at 141 Forestry Camp Road in Davis, WV per the Specifications, and Terms and Conditions as attached.

INVOICE TO		SHIP TO				
ACCOUNTS PAYABLE	NSTEIN JUVENILE CENTER	KENNETH HONEY	AUTHORIZED RECEIVER KENNETH HONEY RUBENSTEIN JUVENILE CENTER 141 FORESTRY CAMP RD			
DAVIS	W√26260	DAVIS	WV 26260			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Re-Sealing and Re-Striping Parking Lot	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #	
72103301				
1				

#### Extended Description:

Vendor to provide all labor, materials and associated costs to Re-Seal and Re-Stripe parking lot at the Rubenslein Center. Approximately 72,381total sq.ft.

<del></del>	Pricing Page Exhibit A	
Qty	Description	TOTAL BI
1	Ali materials, labor and any associated costs to stripe and re-seal parking lot at Rube Center	enstein \$28,130.00
	Twenty-eight thousand one hundred thirty and 00/100	Total
	Bidder / Vendor Information:	rota)
	Name: <u>Custom Paving</u> & Sealing, Inc.	
	Address: RR 3 Box 190, Elkins, WV 26241	
	Phone # 304-636-3072	<del></del>
	E-mall Address_custompaving@frontier.com	·
4 a , 4		

Sep 13.16 11:05a

304-636-3076

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Steve Lambert, President
(Name, Title)
Steve Lambert, President
(Printed Name and Title)
RR 3 Box 190, Elkins, WV 26241
(Address)
304-636-3072 / 304-636-3076
(Phone Number) / (Fax Number)
custompaving@frontier.com
(email address)

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

Custom Paving & Sealing, Inc.
(Company)
A ferre Jambor
(Authorized Signature) (Representative Name, Title)
Steve Lambert, President
(Printed Name and Title of Authorized Representative)
September 13, 2016
(Date)
304-636-3072 / 304-636-3076
(Phone Number) (Fax Number)

Revised 05/04/2016

Addendum Numbers Received:

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# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DJS17'4

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

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

	ox next to each addendum re	COLVE	d)	
[1/]	Addendum No. 1.	[	J.	Addendum No. 6
Ľ 1	Addendum No. 2	E	]	.Addendum No. 7
t 1	Addendum No. 3	Ę	]	Addendum No. 8
[ ]	Addendum No. 4	[	Ţ	Addendum No. 9
1 1	Addendum No. 5	1	]	Addendum No. 10

Tunderstand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Lustom Paving & Sealing, Inc.
Company

Authorized Signature

9/13/16

Date

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

Sep 13 16 11:06a

304-636-3076

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#### ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's liceuse number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Custom Paving & Sealing, Inc. Contractor's License No. WV000672

The apparent successful Vender must furnish a copy of its contractor's license prior to the issuance of a Award Document.

- 2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
- 2.1.DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursnant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

- 3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:
- (I) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

Revised 05/04/2016

# Western Surety Company

# POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62908135

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint <u>Deanna Dawn Armentrout</u>

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Custom Paving and Sealing, Inc.

West Virginia Department of Administration

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"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, any 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."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of December 12th. \_\_, but until such time shall be irrevocable and in full force and effect.

its corporate real to be affixed this \_\_\_\_



On this 13th September  $_{\rm day\ of\ \_}$ \_, in the year \_\_2016\_\_, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR NOTARY PUBLIC SEAL SOUTH DAKOTA (SEAL

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorncy is now in force,

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this \_

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-1-2016

# **BID BOND** (Percentage)

ond No. <u>62308135</u>	
NOW ALL PERSONS BY THESE PRESENTS, That	twe Custom Paving and Sealing, Inc.
ent a pay 198 Elking, WV 2024!	, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY	
s Surety, are held and firmly bound unto West Vi.	rginia Department of Administration
x	hereinafter referred to as the Obligee, in the amount of
Five Percent of the Amount Bid	
( <u>5%</u> ), for the pa	ayment of which we bind ourselves, our legal representatives,
uccessors and assigns, jointly and severally, firmly b	by these presents.
\$	
VHEREAS, Principal has submitted or is about to sub	bmit a proposal to Obligee on a contract for
esealing/Restriping of Parking Lot For	Rubenstein Center 5%
NOW, THEREFORE, if the said contract be awarded	d to Principal and Principal shall, within such time as may be
pecified, enter into the contract in writing and give contract documents with surety acceptable to Obli- lamages which Obligee may suffer by reason of subligation shall be void; otherwise to remain in full for	igee; or if Principal shall fail to do so, pay to Obligee the uch failure not exceeding the penalty of this bond, then this ree and effect.
specified, enter into the contract in writing and give	igee; or if Principal shall fail to do so, pay to Obligee the uch failure not exceeding the penalty of this bond, then this ree and effect.
pecified, enter into the contract in writing and give contract documents with surety acceptable to Obli- damages which Obligee may suffer by reason of subligation shall be void; otherwise to remain in full for	igee; or if Principal shall fail to do so, pay to Obligee the uch failure not exceeding the penalty of this bond, then this ree and effect.
pecified, enter into the contract in writing and give contract documents with surety acceptable to Obli- damages which Obligee may suffer by reason of subligation shall be void; otherwise to remain in full for	e such bond or bonds as may be specified in the bidding of igee; or if Principal shall fail to do so, pay to Obligee the uch failure not exceeding the penalty of this bond, then this ree and effect.    April
pecified, enter into the contract in writing and give contract documents with surety acceptable to Obli- damages which Obligee may suffer by reason of subligation shall be void; otherwise to remain in full for	e such bond or bonds as may be specified in the bidding of igee; or if Principal shall fail to do so, pay to Obligee the uch failure not exceeding the penalty of this bond, then this ree and effect.    Angle
pecified, enter into the contract in writing and give contract documents with surety acceptable to Obli- damages which Obligee may suffer by reason of subligation shall be void; otherwise to remain in full for	e such bond or bonds as may be specified in the bidding of igee; or if Principal shall fail to do so, pay to Obligee the uch failure not exceeding the penalty of this bond, then this ree and effect.    April

Form F4595-8-2001



#### GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT is made by the undersigned Indemnitors ("Indemnitors") for the benefit of Surety in connection with any Bond, as defined below, which may have been or may hereafter be provided for the benefit of or at the request of any one or more Indemnitors. If any Indemnitors have previously executed an indemnity agreement in (avor of Surety, this Agreement shall be in addition to and not in fleu of or in replacement of such other agreement.

DEFINITIONS. The following terms shall be defined as follows for purposes of this Agreement:

- A. Bond: Any surety bond, undertaking, or other obligation in the nature of a guaranty or suretyship, as well as alterations, amendments, extensions, substitutions, and renewals issued or procured by the Surety on, before, or after the date of this Agreement for (a) any indemnitor or any of their respective parent companies, subsidiaries, and affiliates; (b) any Joint venture, partnership, association, limited liability company, or other legal entity in which one or more of the persons and entities identified above in sub-paragragh (a) have a direct or indirect interest; or (c) at the request of any Indemnitor.
  - B. Contract: Any contract or obligation whose performance is covered or guaranteed under a Bono.
- C. Event of Default: Any one or more of the following: (a) any breach of the terms and conditions of this Agreement; (b) Principa's breach, abandonment or forfeiture of a Contract, (c) any bankruptcy, insolvency, assignment for the benefit of creditors, appointment of a receiver or conservator, or similar proceeding concerning the Principal or any Indemnitor, whether voluntary or involuntary.
- D. Loss: Any (a) claim, demand, liability, charge, sulf, fee, or expense, including but not limited to actorney (both outside and in-house) and consultant fees, incurred by the Surety as a result of issuing or procuring a Bond; (b) cost incurred by Surety in procuring or attempting to procure a release from liability under a Bond; (c) cost incurred in Investigation or adjustment of any claim or potential claim under a Bond; (d) costs incurred by Surety in enforcing the Indemnitors' obligations under this Agreement; and (e) any other cost incurred by Surely arising from the issuance or procurement of a Bond. The term Loss shall also include any advances or loans to any Principal or Indemnitor that are not repaid to the Surety as required by the terms of such advances or loans.
- E. Principal: The person(s) and entity (les) whose Contract obligations the Surety is requested to guarantee by issuing or procuring a Bond. Principal includes any person or entity identified on a Bond as 'Principal' or "Contractor."
- F. Surely: Any one or more of Western Surely Company, Universal Surely of America, and their successors, assigns, affiliates, subsidiary companies, and relinsurers. The term Surety shall also include any other person or entity which, at the request of the above, may act as surety or co-surety on any Bond.

#### INDEMNITY. The Indemnitors agree:

- A. To defend, Indemnify, and save harmless Surety from and against any and all Loss Indemnitor which the Surety may pay or incur.
- B. To pay Surety all premium due on Bonds at the rates and times specified by the Surety. The Indemnitors specifically acknowledge and agree that the Surety's right to charge and collect premiums continues until the Surety is provided written evidence, satisfactory to the Surety that (i) its liability on such Bond has been discharged or (ii) its termination of liability as a matter of law,
- C. That In any claim or suit arising out of or related to any Bond or this Agreement, an iterrized statement of Surety's icss and expense, sworn to by a representative of Surely, or other evidence of disbursement by Surely, shall be prima facie evidence of the fact and extent of indemnitor's liability under this Agreement.
- D. To deposit collateral security with the Surety upon demand in an amount that Surety shall reasonably determine is necessary to protect it from Loss whether or not Surety has made any payment.
- E. That In the Event of Default: (a) the Surety shall have the right, but not the obligation, to take possession of the work under any Contract, to complete such Contract, or cause or consent to the completion thereof, with any cost thereof being Loss; (b) the Indemnitors hereby assign, transfer, and set over to the Surety all of their rights under the Contracts, including: (i) their right, title and interest in and to all subcontracts let in connection therewith; (ii) all machinery, plant, equipment, tools and materials upon the site of the work or elsewhere for the purposes of the Contracts, including all material ordered for the Contracts; (iii) all patents, licenses, permits and computer software used for the performance of any Contract and/or financial record keeping of the same; (iv) all actions, causes of action, claims and demands whatsoever relating to the Contracts; and (v) any and all sums due under the Contracts at the time of the Event of Default or which may thereafter become due; (c) the indemnitors hereby authorized the Surety to endorse in the name of the payee, and to receive and collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof; and (d) the indemnitors hereby irrevocably nominate, designate and appoint the Surety and its designees as their attorney-in-fact with all the powers necessary to exercise any right granted in this Agreement, including but not limited to the power to make, endorse, execute, sign, and deliver any and all additional or other instruments, checks, drafts, deposits, ACH and wire transfer directives and orders, change of address notices, liens and releases thereof, applications, certificates, draw requests, orders, releases, and papers deemed necessary or desirable by the Surety in order to give full effect to the obligations assumed and the agreements made by Indemnitors hereunder, the assignments and conveyences made herein, and the full protection intended to be herein given to the Surety under all the provisions of this Agreement. The Indemnitors ratify and confirm all acts undertaken by the Surety and/or its designees as such attorney-in-fact.
- F. That all payments earned on any Contract shall be held in trust as trust funds for the completion of the Contract and the payment of Incernitions' obligations for labor, material, equipment, supplies or services furnished in the performance of the Contract. Upon an Event of Default and the Surety's request, indemnitors shall open an account with a bank acceptable to the Surety for the deposit of such trust funds.
- G. That upon an Event of Default, the Indemnitors grant the Surety a security interest in all property, rights, and assets of the Indemnitors, including, but not limited to, all inventory, equipment, instruments, investments, contracts rights and proceeds, insurance, accounts, and deposits ("Collateral"). This Agreement shall constitute a Security Agreement and a Financing Statement for the benefit of the Surety in accordance with the Uniform Commercial Code and any similar statute and may be so used by the Surety without in any way approgaling, restricting or limiting the rights of the Surety. Indemnitors authorize the Surety upon an Event of Default to file this Agreement or a photocopy thereof and any schedules or statements necessary to describe the Collateral covered by such filing.

#### GENERAL PROVISIONS. The Indemnitors further agrees as follows:

- A. Books and Records: Credit Reports. Upon demand and reasonable notice, the Surety shall be provided access to the books and record of the Indemnitors which includes but is not limited to papers, books, records, contracts, reports financial information and electronically stored information for the purpose of review and copying. The Surety is authorized to obtain a credi; report on any indemnitor at any lime while the Surety may be liable under any Bond
- B. Joint and Several Liability. Indemnitors' obligations under this Agreement are joint and several. Surety's release of any one Indemnitor shall not release any other Indemnitor. No action or inaction of Surety with respect to envone other than Indemnitor shall relieve the Indemnitor of any obligation owned under this Agreement. Indemnitor shall not be released from liability under this Agreement because of the status, condition, or situation of any party to this Agreement or any Principal.
- C. Defects in Execution. If the execution of this Agreement by any Indemnitor is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Indemnitor. Should any provision of this Agreement be held invalid, the remaining provisions shall relain their full force and effect.
- D. Prior Bonds. Indemnitors waive any defense related to the date of this Agreement's execution and acknowledge that any and all Bonds executed pursuant to any Indemnitor's request before the date of this Agreement were executed by the Surety in reliance on this Agreement. Indemnitors understand and agree that this Agreement is a continuing agreement to indemnify over an indefinite period.
  - E. Claim Notices. Immediately upon becoming aware of any claim, demand, or proceeding concerning a Bond, the Indemnitors shall send notice of same to the Surety at: CNA Surety Corporation, Claim Department 333 South Wabash Avenue, 41st Floor

    - Chicago, Illinois 60604
- F. Claim Settlement. Surety shall have the right in its sole discretion to decide whether any claims arising out of or related to any Bond shall be paid, compromised, defended, prosecuted, or appealed regardless of whether or not suit is actually fled or commenced against Surety upon such claim. Absent Surety's intentional wrongdoing, Indemnitor agrees to be conclusively bound by Surety's resolution of any and all claims and to accept Surety's determination of liability in regard to any and all claims.

Page 1 of 2

Form F9134-3-2012

- G. Bond Declination. Surety may decline to execute any Bond for any reason and shall not be liable to indemnitor, or any person or entity, as a result of such declination.
- H. Termination. An Indemnitor may terminate liability to Surety under this Agreement by sending written notice by registered mail of Intent to terminate to Surety, in care of Western Surety Company, P.O. Box 5077, Sioux Falls, South Dakota 57117-5077. Termination will be effective twenty days after actual receipt of such notice by Surety, only for Bonds signed or committed to by Surety after the effective date of termination.
- 1. Issuing Surely, Indemnitors understand and agree that other than for the entity issuing a Bond, no other entity included within definition of the "Surety" in this Agreement
- assumes any obligation whatsoever with respect to either this Agreement or such Bond. J. Electronic Image. An electronic image, printout, copy, or facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the
- K. Bond Changes. The Indemnitors' obligations to the Surety shall remain unchanged in the event of any changes in any Bond without regard to notice or consent by any same extent as an original copy.
- Indemnitor. The Surety shall have no obligation to give the Indemnitors notice of the execution, renewal, or modification of a Bond. L. Other Agreements, Indemnitors agree that this Agreement is not a replacement, release, or alteration of any other agreement between any indemnitor and the Surety
- but shall be in addition to such other agreement unless expressly stated otherwise herein. W. Amendment Assignment. This Agreement may not be altered or amended except by a writing executed by the Indemnitors and the Surety. This Agreement and the
- Indemnitors' obligations hereunder may not be assigned without the prior written consent of the Surety.
  - N. Date of Agreement. The date of this Agreement shall be the earliest date that any Indemnitors executes this Agreement.

PLEASE NOTE: Indemnity is required of the entity AND all owners and spouses personally. (1) Provide the indemnity of the entity by dating and signing with authorized title below. (2) All owners and spouses must sign as personal indemnitors. Refer to the boxes at right for examples of proper indemnity by indemnitor type. BY SIGNING THIS INDEMNITY, INDEMNITORS ARE ACKNOWLEDGING THEY HAVE READ AND ARE AGREEING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS ON PAGES ONE AND TWO OF THIS DOCUMENT.

(1) Dated:	Sept.	<u>[2</u>	, <u>2016</u> (Year)		Entity Type: Sole Proprietor Partnership	John D	Indemnity: oe, Owner oe. Partner
Company Nar	Custon ne (Print): <u>Inc</u>	n Paving and		_	Corporation LLC	Jahn D	oe, President oe, Managing Member
Authorized Signature X Printed)	Steve Jambe	re James	Int	Title: Res	sident		
					Indemnitor Personal Spouse	Type:	Proper Indemnity: John Doe, Indemnitor Jane Doe, Indemnitor
(2)	2					01	- CD 10
		AGU TRUMBETT		Opo.			
Indemnitors:	Signature X			Indemnitors: Spo	Signature X use: (Printed)		
Indemnitors:	Signature X			Indemnitors: Spo	Signature X use: (Printed)		
Indemnitors:	Signature X(Printed)			Indemnitors: Spo	Signature X use: (Printed)		

All business submitted on this Indemnity Agreement shall be reviewed and underwritten by Western Surety Company, P.O. Box 5077, Sloux Falls, SD 57117-5077

Page 2 of 2



# **SUPPLIERS**

SealMaster, 4551 W. State St., Hillsville, PA 16132, 724-667-0444

Sherwin-Williams, 1513 Harrison Ave, Ste Z, Elkins, WV 26241, 304-636-2573

RR 3 Box 190 • Elkins • WV 26241 • Tel.: 304-636-3072 • Fax: 304-636-3076 E-mail: <a href="mailto:custompaving@frontier.com">custompaving@frontier.com</a> • Web site: <a href="mailto:http://custompavingandsealing.net">http://custompavingandsealing.net</a>

Sep 13 16 11:10a

REQUEST FOR QUOTATION

Parking Lot Re-Striping/Re-Sealing at Rubenstein Center

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- 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

# 12. MISCELLANEOUS:

12.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Steve Lambert	
Telephone Number: 304-636-3072	
Fax Number: 304-636-3076	
Timoil Addrage	

Revised 6/23/2016