06/19/18 13:22:40 WW Purchasing Division

# Exhibit A - Pricing Page

# WEST VIRGINIA DIVISION OF CORRECTION / MOUNT OLIVE CORRECTIONAL COMPLEX 1 MOUNTAINSIDE WAY MOUNT OLIVE, WV 25185

# REPLACEMENT OF ROOFTOP UNITS PROJECT

Vendor's Company Name: Casto Technical Services
Vendor's Address: 540 Leon Sullivan Way
Charleston, WV 25301
Phone Number: (304) 346-0549
Fax Number: (304) 720 - 0916
Email Address: NLancaster & Casto Tech. com
WV Contractor's License Number: WV 00 1241
We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.
Nine hundred is thirty four dellais
s 268,934.º°'
(Total bid amount to be written in words and numbers.)

## **Exhibit B Project Plans Manual**

WEST VIRGINIA DIVISION OF CORRECTION / MOUNT OLIVE CORRECTIONAL COMPLEX
1 MOUNTAINSIDE WAY
MOUNT OLIVE, WV 25185

REPLACEMENT OF ROOFTOP UNITS PROJECT

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: COR1800000025

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

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

Addendum Numbers Received:	
(Check the box next to each addendum received,	)
Addendum No. 1  Addendum No. 2  Addendum No. 3  Addendum No. 4  Addendum No. 5	Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 Addendum No. 10
I understand that failure to confirm the receipt of I further understand that any verbal representation discussion held between Vendor's representative the information issued in writing and added to the binding.	n made or assumed to be made during any oral s and any state personnel is not binding. Only
Company	
Company  Authorized Signature	

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

### GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

- PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of Mount Olive Correctional Complex (MOCC), a West Virginia Division of Corrections Facility (DOC), to establish a contract for a lump sum quotation for the Replacement of Six (6) Rooftop Units Project. Mount Olive Correctional Complex is located at 1 Mountainside Way, Mount Olive, WV 25185.
  - 1.1 The project will include the general specifications, project plans manual, and contract drawings. The project consists of removing six (6) existing rooftop units and replacing with new project.
  - 1.2 The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans Manual and Contract Drawings.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans Manual and Contract Drawings as defined below.
  - 2.1 "Construction Services" means the removing six (6) existing rooftop units with new project as more fully described in the Project Plans Manual and Contract Drawings.
  - 2.2 "Pricing Page" means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans Manual upon which Vendor should list its proposed price for the Construction Services.
  - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
  - 2.4 "Project Plans" means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that the Project Plans Manual contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.
- 3. ORDER OF PRECEDENCE: This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans Manual.

# Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Casto Tech	
Check this box if no subcontractors will perproject.	form more than \$25,000.00 of work to complete the
Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
City Elec.	WU007721

Attach additional pages if necessary

<b>DESIGNATED CONTACT:</b> Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.
(Name, Title) A. Contrato Estruto
(Name, Title) Hate Larcade Contra Estrute
(Printed Name and Title)
(Address) 540 Lean Sillyus Way Chilch WV 25201
309 - 346-as49
(Phone Number) / (Fax Number)
(email address)
( The state of the
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.  **Company**  (Company**)
(Authorized Signature) (Representative Name, Title)
(Authorized Signature) (Representative Name, Title)
Nake Lancast Contrato Estanto
(Printed Name and Title of Authorized Representative)
6/19/19
(Date)
(Phone Number) (Fax Number) (304) - 724 - 6966
(Phone Number) (Fax Number)
(



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: 452101

Doc Description: ADDENDUM 1 REPLACEMENT OF SIX (6) ROOFTOP UNITS PROJECT

Proc Type: Central Purchase Order

- Sential Fulciase Older					
Date Issued	Solicitation Closes	Solicitation No		-	Version
2018-06-05	2018-06-19 13:30:00	CRFQ 0608	COR1800000025		2

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

**PURCHASING DIVISION** 

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

Vendor Name, Address and Telephone Number:

Casto Technical Service

540 Lens Stiffic, as Way Charles and Way 2000 204-044-0540

FOR INFORMATION CONTACT THE BUYER

Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

Signature X

CEIN 4

55 053 9186

DATE 6/19/

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH A ONE-TIME CONTRACT FOR THE REPLACEMENT OF ROOFTOP UNITS AT MOUNT OLIVE CORRECTIONAL CENTER PER THE ATTACHED DOCUMENTS.

ARCH PARKET					
FISCAL DEPARTMENT DIVISION OF CORRECTIO			BUSINESS OFFICE MT OLIVE CORRECTIONAL CENTER		
1409 GREENBRIER ST STE 300		ONE MOUNTAINSIDE WAY			
CHARLESTON	WV25311	MT OLIVE	WV 25185		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Total Bid Amount		NA	NA	MF
Comm Code	Manufacture	Specification	n	Model #	

Unit Issue

**Unit Price** 

**Total Price** 

Comm Code	Manufacturer	Specification	n		Model #		
40100000			N	4	NA	_	

#### **Extended Description:**

Replacement of Six (6) Rooftop Units Project

### SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	MANDATORY PRE-BID MEETIING	2018-05-29
2	QUESTION DEADLINE 10AM EST	2018-06-01

	Document Phase	Document Description	Page 3
COR1800000025	Final	ADDENDUM 1 REPLACEMENT OF SIX (6)	of 3
		ROOFTOP UNITS PROJECT	

## ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: COR18000000025

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

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

<u>Adde</u>	<u>ndy</u>	m P	Numbers Received:			
			x next to each addendum rec	eive	d)	
	[L	1	Addendum No. 1	[	]	Addendum No. 6
	Į	]	Addendum No. 2	ſ	]	Addendum No. 7
	[	]	Addendum No. 3	[	J	Addendum No. 8
	[	]	Addendum No. 4	1	J	Addendum No. 9
	E	]	Addendum No. 5	[	1	Addendum No. 10

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

Costo Tech.

Company

Authorized Signature

6/19/18

Date

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

Revised 6/8/2012

identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

- 11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 11.1. Please note that the vendor will not be issued access cards and/or keys on this project.
  - 11.2. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 11.3. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 11.4. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 11.5. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 11.6. 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.

Morte Lancoste
(304) 610 -7502
NA
NLancaster 6 Costo Tech. com.

## REQUEST FOR QUOTATION CRFQ COR1800000025

# REPLACEMENT OF ROOFTOP UNITS PROJECT AT MOUNT OLIVE CORRECTIONS COMPLEX

- 10.3.1.2 If the vendor wishes to work a different schedule other than what was previously stated, the DOC facility will work with the vendor. For example, the vendor works for four (4) days a week for a ten (10) hour shift each day.
- 10.3.1.3 Vendor should not plan on working at the DOC facility on any holiday recognized by the State of West Virginia. This is due to the reduced amount of DOC facility staff members that would be available to escort the vendor staff.

### 10.3.1.3.1 State Holidays are:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- West Virginia Day (June 20)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)
- 10.3.1.4 All work done within the secure area, work times and coordinated areas, will be at the discretion of the DOC facility administration.
- 10.3.1.5 If for any reason, the vendor wishes to work other than the previous stated days and hours, the request must be turned into the Facility at least forty-eight (48) hours in advance for approval. The request must be submitted to the Associate Warden of Operations or designee.
- 10.4. Project Closeout: Project Closeout shall include the following:
  - 10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:
    - 10.4.1.1 Return the job site to its original condition upon completion of the work.
  - 10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to

# STATE OF WEST VIRGINIA Purchasing Division

## **PURCHASING AFFIDAVIT**

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

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

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

#### **DEFINITIONS:**

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:
Vendor's Name: Casto Tech.
Authorized Signature: Date: 6/19/18
State of
County of tanaula, to-wit:
Taken, subscribed, and sworn to before me this 15 day of 1000, 2018.
My Commission expires
ARPASEAL RERE OFFICIAL SEAL NOTARY PUBLIC WWW Short
NOTARY PUBLIC STATE OF WEST VIRGINIA Purchasing Affidavit (Revised 01/19/2018

CHRISTINA SMITH 17 Knights Court, Scott Depot, WV 25560 My Commission Expires July 14, 2021

# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Co	thorized Agent: COR 18000000 25 Contract Description: Peplacement of (b) PTUS
	Nake Langely chillish wv 25301
Au	thorized Agent: Smith Address: Ew Lean Siller way chiles
Co	ntract Number: COR 18000000 25 Contract Description: Pegacemit of (b) RTUS
Go	vernmental agency awarding contract: WU Phyther of Correctus
	Check here if this is a Supplemental Disclosure
List ent	the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business ity for each category below (attach additional pages if necessary):
	Subcontractors or other entities performing work or service under the Contract  Check here if none, otherwise list entity/individual names below.  City Elec Chr. Myr.)
2.	Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)  Check here if none, otherwise list entity/individual names below.
	Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)  Check here if none, otherwise list entity/individual names below.
	nature: Date Signed: Date Signed:
Stal	te of, County of
1,	Nathan Lancaster the authorized agent of the contracting business
pen enti	the authorized agent of the contracting business by listed above, being duly swom, acknowledge that the Disclosure herein is being made under oath and under the alty of perjury.
Tak	en, sworn to and subscribed before me this
<b>Date</b> Date	Notary Public's Signature  OFFICIAL SEAL  NOTARY PUBLIC STATE OF WEST VIRGINIA  CHRISTINA SMITH  117 Knights Court, Sout Depos, W 25560  My Convision Figure July 14, 2021  Revised October 7, 2017

## West Virginia Ethics Commission



# **Disclosure of Interested Parties to Contracts**

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.





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

STAT	e of west virginia,			
COU	NTY OF Kanawha	_ TO-WIT:		
I,	Note Lancato	, after being first d	iuly sworn, depose and st	ate as follows:
1.	I am an employee of	Casto	Tech.; and	
2.	I do hereby attest that	Casto	Tech .	•
	maintains a written plan policy are in compliance to	for a drug-free wo with <i>West Virgini</i>	rkplace policy and that su a Code §21-1D.	ch plan and
The a	bove statements are swon	n to under the pen	alty of perjury.	
		Printed Name:	North Land	easter
		Signature:	Who -	
		Title:	stracting Estimator	P.M
		Company Name:_	Casto Tech	•
		Date:	0/19/18	100
	, subscribed and sworn to		day of June	, 2018
By Co	mmission expires	y 14 2021	<del>_</del>	
(Seal)		<b>~~</b>	Chas Smx	
<b>3</b>	OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA CHRISTINA SMITH 117 Knights Court, Scott Depor, W	29660	(Notary Public)	Rav. July 7, 2017
F 0.7	- No. 3. 11   MINNE American papers			

### State of West Virginia Purchasing Division

# CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

entre	ct identifie	extion:				
ontra	et Number:	COR 1800000025				
contrac	ct Purpose:	Replace (6) RTO'S at Mt. Olive Corretions				
Ageno	y Requestin	ing Work: WV Div. of Correcting				
teauir hould	<u>ed Report l</u> check each	t <u>Content:</u> The attached report must include each of the items listed below. The vendor in box as an indication that the required information has been included in the attached report.				
0		on indicating the education and training service to the requirements of West Virginia Code §				
Ø	A Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;					
	Average mu	number of employees in connection with the construction on the public improvement;				
ø	Drug test re negative te (D) Randor	results for the following categories including the number of positive tests and the number of tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-socident; and om.				
Vends	y Contact I	Information:				
Venda	r Name:	Casto lech. Vendor Telephone: (204) 346 - 2549				
Vendo	r Address:	Casto Tech.         Vendor Telephone:         (204) 346 - 2549           Po Box 627         Vendor Fax:         304) 346 - 3938	. (			
		Sto Leun Sillar Vory Vendor E-Mall: NLancaster G. Cautoth Charleston VV 25301	gch, CIA			
		CHAMIN AN 97 NI				

### **BID BOND**

	KNOW	ALL MEN BY	THESE PRES	ENTS, That we, the	undersig	ned, <u>Casto</u>	Technical Se	ervices, Inc.	
of		Charlestor	1	,WV		, as Principa	al, and <u>Weste</u>	rn Surety Com	pany
of	С	hicago	1	, a	corpora	tion organize	ed and existing	under the laws	of the State of
<u>SD</u>		_with its prin	cipal office in th	e City ofCh	icago_	, as \$	Surety, are he	ld and firmly bou	ind unto the State
of West	t Virginia,	as Obligee, i	n the penal suπ	of <u>Five Percent of</u>	Amoun	t Bid	(\$ <u>        5</u>	%) for the	payment of which,
well an	d truly to 1	be made, we	jointly and seve	erally bind ourselves,	our heirs	s, administra	tors, executors	s, successors an	d assigns.
	The Co	ndition of the	e above obligat	tion is such that wh	ereas th	e Principal t	nas submitted	to the Purchasi	ing Section of the
Departr	ment of A	dministration	a certain bid or	proposal, attached h	ereto an	d made a pa	rt hereof, to e	nter into a contra	ct in writing for
MT OL	LIVE CO	RRECTION	IAL CENTER	- REPLACEMEN	TOF SI	X (6) ROO	FTOP UNITS	S PROJECT - (	CRFQ 0608
COR1	8000000	025 - Accord	ding to Plans	& Specifcations					
	NOW T	HEREFORE,							
the agre full forc	eement co se and effo	If said bid s and shall furr eated by the ect. It is exp	nish any other b acceptance of s ressly understo	or  ed and the Principa  onds and insurance  said bid, then this ob  od and agreed that  tion as herein stated	required ligation s the liabili	by the bid or hall be null a	r proposal, and and void, othe	d shali in all other rwise this obligat	r respects performion shall remain in
way im <sub>l</sub> waive n	paired or	ety, for the variety affected by a ny such exter	any extension o	nereby stipulates and of the time within wh	l agrees lich the (	that the obliq Obligee may	gations of said accept such	l Surety and its b bid, and said So	ond shall be in no urety does hereby
	WITNES	SS, the follow	ing signatures a	and seals of Principa	i and Su	ety, execute	ed and sealed	by a proper offic	er of Principal and
Surety,				ls an Individual, this_					
Delmaina	nt Cool					Casto	Technical S	Services, Inc.	
Principa	ai Geai					By_	huslin	varne of Principa	th
								resident, Vice Pre Authorized Age	
							$\overline{}$	P	
								(Title)	
Surety S	Seal					West	ern Surety C		
							(1)	lame of Surety)	
						By: -	tatu	in A-	Mayl
						Patricia	A. Moye, WV Re	esident Agent Af	tomey-in-Fact

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

# 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

### Gregory T Gordon, Kimberly J Wilkinson, Patricia A Moye, John S LeRose, 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 16th day of February, 2018



WESTERN SURETY COMPANY

Paul T. Bruffat, Vice President

State of South Dakota

County of Minnehaha

SS

On this 16th day of February, 2018, 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 Sieux 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

June 23, 2021



Mohr, 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 19th day of June 2018



WESTERN SURETY COMPANY

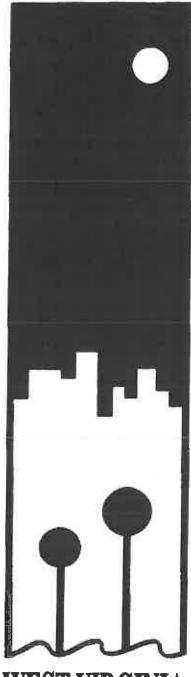
J. Relam.
L. Nelson, Assistant Secretary

#### **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.



# WEST VIRGINIA CONTRACTOR LICENSING BOARD

# **CONTRACTOR LICENSE**

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001241

**Classification:** 

ELECTRICAL
HEATING, VENTILATING & COOLING
PIPING

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

**Date Issued** 

**Expiration Date** 

AUGUST 13, 2017

AUGUST 13, 2018

Authorized Company Signature

Chair, West Virginia Contractor

Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensec. Issued under provisions of West Virginia Code, Chapter 21, Article 11.