



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

 List View

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 679437

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0211

Vendor ID: VC0000007724



SO Doc ID: GSD2000000032

Legal Name: AGSTEN CONSTRUCTION COMPANY INC

Published Date: 3/17/20

Alias/DBA:

Close Date: 3/24/20

Total Bid: \$379,898.00

Close Time: 13:30

Response Date: 03/24/2020



Status: Closed

Response Time: 12:30

Solicitation Description: Addendum No. 2 New Governor's Drive Guard House Project

Total of Header Attachments: 1

Total of All Attachments: 1

Apply Default Values to Commodity Lines

View Procurement Folder



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	New Governor's Drive Guard House Project				\$379,898.00

Comm Code	Manufacturer	Specification	Model #
72153700			

<b>Extended Description :</b>	Per attached Project Plans
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**Exhibit A Pricing Page**

State of West Virginia – General Services Division – New Governor's  
Drive Guard House Project

Name of Bidder:

AGSTEN CONSTRUCTION CO. INC.

The Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

Base Bid (all inclusive lump sum bid for all Contract Services):

\$ 379,898.00 (Commodity Line 1)

Three Hundred seventy nine Thousand, Eight Hundred ninety eight dollars  
(Show amount in both words and numbers)

CRFQ - 0211 - GSD2 000000032



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: GSD2000000032**

**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)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> 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.

AGSTEM CONSTRUCTION CO. INC.  
Company

OP A Bill - AGENT - pros mgr  
Authorized Signature

24 MAR 2020  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



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

**STATE OF WEST VIRGINIA,**  
**COUNTY OF** Putnam **, TO-WIT:**

I, Sam Hull, after being first duly sworn, depose and state as follows:

1. I am an employee of Agsten Construction Company, Inc.; and,  
(Company Name)
2. I do hereby attest that Agsten Construction Company, Inc.  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Sam Hull

Signature:

Title: President

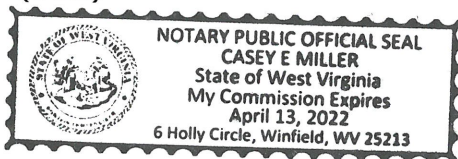
Company Name: Agsten Construction Company, Inc.

Date: 3/24/2020

Taken, subscribed and sworn to before me this 24<sup>th</sup> day of MARCH, 2020.

By Commission expires April 13, 2022

(Seal)



(Notary Public)



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 tax 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 exceeds 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: Agsten Construction Company Inc.

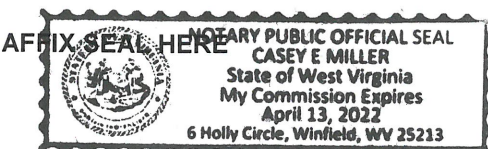
Authorized Signature: *De A Bell* AGENT-proj mgr Date: 3/24/2020

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 24<sup>th</sup> day of MARCH, 2020.

My Commission expires April 13, 2022.



NOTARY PUBLIC *Casey E Miller*

Client#: 1114657

AGSTECON1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Ins Svcs C/L Charleston, 1 Hillcrest Drive East, Charleston, WV 25311, 304 347-0611. CONTACT NAME: Donna Waggoner, PHONE: 304.710.3680, FAX: 855.231.1259, E-MAIL: donna.waggoner@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Westfield Insurance Company (NAIC # 24112), INSURER B: BrickStreet Mutual Insurance Company (NAIC # 12372).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Leased/Rented Equ, Crime, Builders Risk.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: CRFQ 0211 GSD2000000032 New Governor's Drive Guard House Project Certificate Holder is Additional Insured as respects referenced project as required by written contract.

CERTIFICATE HOLDER: State of West Virginia, 2019 Washington Street, East Charleston, WV 25305. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: James P. Crouse

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Agsten Construction Company, Inc.  
of Hurricane, WV, as Principal, and Ohio Farmers Insurance Company  
of Westfield Center, OH, a corporation organized and existing under the laws of the State of  
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
New Governor's Drive Guard House Project

**NOW THEREFORE,**

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 24th day of March, 2020.

Principal Seal

Agsten Construction Company, Inc.  
(Name of Principal)

By: [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)

SR. VICE PRESIDENT  
(Title)

Surety Seal

Ohio Farmers Insurance Company  
(Name of Surety)

By: [Signature]  
Tammy Selbe, Licensed WV Resident Agent Attorney-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.**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/15/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 4750172 01

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANDREW K. TEETER, KIMBERLY L. MILES, DOUGLAS P. TAYLOR, GARY R. FREEMAN, KIMBERLY S. BURDETTE, JAIME L. CARPENTER, TAMMY SELBE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 15th day of SEPTEMBER A.D., 2017.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 15th day of SEPTEMBER A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 24th day of March A.D., 2020.



Frank A Carrino Secretary Frank A. Carrino, Secretary

**Contractor Acknowledgement:**

I, the undersigned, have read, reviewed and acknowledge my understanding of the General Services Division safety requirements, as set forth in this handbook. I am also aware that all applicable rules and regulations are to be followed, regardless of whether they are specifically mentioned in this handbook.

Contractor Representative (Print Name): DAVID R BALDWIN

Contractor Representative Signature: D R Baldwin Date: 29 MAR 2020

This signed acknowledgement must be signed and returned to the GSD Safety Section prior to start of project work.

# WEST VIRGINIA NON-DISCLOSURE AGREEMENT (NDA) NEW GOVERNOR'S DRIVE GUARD HOUSE PROJECT

**I. THE PARTIES.** This Non-Disclosure Agreement, hereinafter known as the "Agreement", created on the 10th day of March, 2020, is by and between the WV Department of Administration, General Services Division, hereinafter known as "State", and AGSTEN CONSTRUCTION COMPANY INC (company name of bidder), hereinafter known as "Vendor", and collectively known as the "Parties".

WHEREAS, this Agreement is created for the purpose of preventing the unauthorized disclosure of the Confidential Information. The Parties agree as follows:

## II. NONDISCLOSURE

This Agreement shall be Unilateral, whereas, State shall have sole ownership of the Confidential Information and may disclose the Confidential Information at its discretion. Vendor is prohibited from disclosing confidential information without the express written consent of State.

**III. RELATIONSHIP.** The State's relationship to Vendor can be described as State soliciting a competitive bid from Vendor; and, Vendor's relationship to State can be described as reviewing information for a potential bid submission and potential receipt of a construction contract.

**IV. DEFINITION.** For the purposes of this Agreement, the term "Confidential Information" shall include all information contained in the document entitled Attachment A: Confidential Information for CRFQ 0211 GSD2000000032 ("Attachment A"), along with any modifications that may be made to that document at a later date. The Confidential Information is not limited to Attachment A itself and includes any form within which information may be transmitted. Specifically, the vendor's bid response, resulting contract, work product, and any communications regarding the information contained in Attachment A are also deemed Confidential Information, regardless of whether or not such information has been specifically identified as Confidential Information.

**V. OBLIGATIONS.** Vendor's obligation is to hold and maintain the Confidential Information in the strictest of confidence at all times and to communicate the Confidential Information to its agents, employees, representatives, affiliates, subcontractors, and materials suppliers only to the extent required to complete the bid submission or perform the construction work, and only after Vendor has imposed upon the recipient the same nondisclosure requirements contained herein.

**VI. TIME PERIOD.** Vendor's duty to hold the Confidential Information in confidence shall remain in effect until State provides vendor with written notice that disclosure is permitted. The obligations contained herein will survive beyond Vendor's submission of its bid and completion of construction work and continue in perpetuity unless written permission for disclosure is obtained from the State.

**VII. INTEGRATION.** This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations,

and understandings. This Agreement may not be amended except in writing with the acknowledgment of the Parties.

**VIII. SEVERABILITY.** If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Parties.

**IX. ENFORCEMENT.** The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.

**X. GOVERNING LAW.** This Agreement shall be governed under the laws in the State of West Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

State of West Virginia  
Department of Administration  
General Services Division

By: \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

Vendor: AGSTEN CONSTRUCTION COMPANY INC

By: DAVID R BALDWIN Date 24 MAR 2020

Print Name DAVID R BALDWIN

Title: AGENT - PROJ mgr

**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 license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: AGSTEN CONSTRUCTION COMPANY INC.  
Contractor's License No.: WV- 031022

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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.

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.



**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.

D R Baldwin proj mgr  
(Name, Title)  
DAVID R BALDWIN proj mgr  
(Printed Name and Title)  
1700 ST RT 39 HURRICANE WV 25526  
(Address)  
304-343-5400 304-343-0063  
(Phone Number) / (Fax Number)  
dbaldwin@ggstenconstruction.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.

AGSTEN CONSTRUCTION COMPANY INC  
(Company)

D R Baldwin AGENT proj mgr  
(Authorized Signature) (Representative Name, Title)

DAVID R BALDWIN AGENT proj mgr  
(Printed Name and Title of Authorized Representative)

24 MAR 2020  
(Date)

304-343-5400 304-343-0063  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
New Governor's Drive Guard House Project

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**15. MISCELLANEOUS:**

**15.1. 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:** DAVID R BALDWIN

**Telephone Number:** 304-343-5400

**Fax Number:** 304-343-0063

**Email Address:** dbaldwin@ggstenconstruction.com

**15.2. Owner's Representative:** Owner's representative for notice purposes is

**Name:** Kari J. Dean

**Telephone Number:** (304)957-7133

**Fax Number:** (304)558-1475

**Email Address:** Kari.J.Dean@wv.gov

**16. Initial Decision Maker:** ZMM, Inc. Architects Engineers., the Engineer, shall serve as the Initial Decision Maker in matters relating to this contract.

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV031022

**Classification:**  
GENERAL BUILDING

AGSTEN CONSTRUCTION COMPANY INC  
DBA AGSTEN CONSTRUCTION COMPANY INC  
1700 STATE ROUTE 34  
HURRICANE, WV 25526-7089

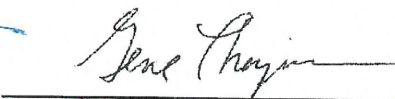
**Date Issued**

MAY 18, 2019

**Expiration Date**

MAY 18, 2020

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**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 licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.