

**CRFQ ADJ21\*19 - Exhibit A-Pricing Page**

ALL LABOR, MATERIALS, EQUIPMENT, TOOLS AND SUPPLIES NECESSARY TO PROVIDE FOR THE PURCHASE AND TURN-KEY INSTALLATION OF TWO (2) COOLING TOWERS AT THE WHEELING ARMY NATIONAL GUARD COMPLEX  
538 GIRTYS POINT ROAD, WHEELING, WV

**BID FORM**

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

BIDDERS COMPANY NAME: Casto Technical Services

VENDOR ADDRESS: 540 Leon Sullivan Way  
Charleston WV 25301

TELEPHONE: 304-346-0549

FAX NUMBER: 304-346-8920

E-MAIL ADDRESS: NLancaster@CastoTech.com

RECEIVED  
2020 SEP -2 AM 11:35  
WV PURCHASING  
DIVISION

**CONTRACT COST: CONTRACT ITEM NO.1-Purchase and installation of One (1) Cooling Tower for the Wheeling AASF#2 Flight Facility at the Wheeling National Guard Complex:**

Eighty-Nine Thousand Dollars & zero cents  
(\$ 89,000.<sup>00</sup>) \*\*\* (Contract bid to be written in words and numbers.)

**CONTRACT ITEM NO. 2- Purchase and installation of One (1) Cooling Tower for the Wheeling Armory Facility at the Wheeling National Guard Complex:**

Eighty-Nine Thousand Dollars & zero cents  
(\$ 89,000.<sup>00</sup>) \*\*\* (Contract bid to be written in words and numbers.)

**CONTRACT TOTAL COST: Contract Item No. 1 plus Contract Item No. 2**

One Hundred Seventy-Eight Thousand Dollars & zero cents  
(\$ 178,000.<sup>00</sup>) \*\*\* (Contract bid to be written in words and numbers.)

SIGNATURE:  DATE: 9/2/20

NAME: Nate Lancaster  
(Please Print)

TITLE: Estimator / PM

## 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: CASIO TECHNICAL SERVICES INC.  
Contractor's License No.: WV- 001241

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.



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

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 766634  
 Doc Description: Addendum No. 1 - Wheeling Cooling Tower Replacement  
 Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-08-21	2020-09-02 13:30:00	CRFQ 0603 ADJ2100000019	2

**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:

Casto Technical Service  
 540 Leon Sullivan Way  
 Charleston, WV 25301  
 304-346-0549 [phincaster@castotech.com](mailto:phincaster@castotech.com)

**FOR INFORMATION CONTACT THE BUYER**

Tara Lyle  
 (304) 558-2544  
 tara.l.yyle@wv.gov

Signature X

FEIN #

55 053 9186

DATE

9/1/20

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

**ADDITIONAL INFORMATION:**

Addendum No. 1 -

1. To provide pre-bid sign-in sheets.
2. To provide responses to vendor questions.
3. The bid opening remains on 09/02/2020 at 1:30 pm

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST ARMY AVIATION SUPPORT FACILITY 2 538 GIRTYS POINT RD	
CHARLESTON	WV25311	WHEELING	WV 26003
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Wheeling Cooling Tower Replacement-AASF#2 Facility	0.00000			

Comm Code	Manufacturer	Specification	Model #
72151201	Evapco	LSWA 20BS Series Fluid Cooler per spec.	

**Extended Description :**

Furnish and install one (1) Evapco LSWA 20BS Series Fluid Cooler, including all labor, materials, tools, supplies and equipment at the Wheeling AASF#2 Flight Facility per the attached documentation.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST WHEELING NATIONAL GUARD ARMORY 538 GIRTYS POINT RD	
CHARLESTON	WV25311	WHEELING	WV 26003
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Wheeling Cooling Tower Replacement-Armory Facility	0.00000			

Comm Code	Manufacturer	Specification	Model #
72151201	Evapco	LSWA 20BS Series Fluid Cooler per spec.	

**Extended Description :**

Furnish and install one (1) Evapco LSWA 20BS Series Fluid Cooler, including all labor, materials, tools, supplies and equipment at the Wheeling Armory Facility per the attached documentation.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory pre-bid meeting at 11:00 am	2020-08-18
2	Technical questions due by 12:00 pm	2020-08-20

# SOLICITATION NUMBER: CRFQ ADJ2100000019

## Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ ADJ2100000019 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

### Additional Documentation:

1. To provide copies of the Pre-bid meeting sign-in sheets. See attached pages.
2. To provide responses to the vendor questions. See attached pages.
3. The bid opening remains 09/02/2020 at 1:30 pm.

### Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**CRFQ ADJ2100000019 - ADDENDUM NO. 1**

**Questions:**

Q1: Is water treatment to be included in our bid or is this by owner?

A1: Water treatment is the responsibility of the owner. It is not a part of the bid.

Q2: Is the new tower to be covered with Armaflex Insulation like the existing towers?

A2: No. The new fluid coolers will come with the insulation needed.

Q3: Is the duration of the contract able to be extended if required due to long lead-times due to the COVID-19 Pandemic?

A3: No. Not at this time. However, if the awarded contractor runs into long-lead times for materials, a contract extension will be considered at that point, if needed.

**Other Information:**

1. The bid opening remains on 09/02/2020 at 1:30 pm

# Pre-Bid Sign-In Sheet

Solicitation Number: ADJ2100000019

Date of Pre-Bid Meeting: August 18th, 2020

Location of Prebid Meeting: Wheeling Armory

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
KUCERA PLBG, INC, A.C.G. LLC	GARY KRSUL	4150 CENTRAL AVE. SIDESIDE, OH. 43997	(740) 671-8239	(740) 325-1478	GKRSUL@KUCERA PLUMBING.COM
Tobey Kang	Chris Hess	4640 Campbell's Rm 101 Pittsburgh, PA 15205	(412) 787 3899	(412) 787 8878	chrishess@ tobeykang.com
WV Army National Guard	Kenny Goodson	1707 Coarstin Drive Charleston WV 25311			
WV AR NG	David Annue	1707 Coarstin Drive Charleston WV 25311			

**\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.**

# Pre-Bid Sign-In Sheet

Solicitation Number: ADJ2100000019

Date of Pre-Bid Meeting: August 18th, 2020

Location of Prebid Meeting: Wheeling Armory

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
HRANEC	PATRICK STRUHAR	751 RTE 21 UNIONTOWN, PA 15401	724-437-2211	724-437-2233	fmeucci@hranec.com
PERFECTION GROUP	TIMOTHY GAFFANEY	102 ROYAL ANA BUSINESS Park DUNBAR, WV 25063	304-273-0696		TGAFFANEY@PERFECTION group.com
JBMECH-	Brian W. Friedrich	70 South Street Washing PA 15301	412 475 1103		bfriedric@ JBmechanical.com
Cattrell Companies	Charlie Rudnick	906 Franklin St Trenton, Oh 43904	740-310-7223		C.Rudnick@ Cattrell.com
Cattrell Companies	Paul LIGGETT	906 Franklin St Trenton Ohio 43904	740-317-2728		PLIGGETT@ Cattrell.com
Casto Tech	Antonio Ritter	540 Lewis Summit Charles WV 25301	304 993 4211		aritter@Castotech com

\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO ADJ2100000019**

**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 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 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.

Casto Technical  
Company  
[Signature]  
Authorized Signature  
9/1/20  
Date

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

**Subcontractor List Submission (Construction Contracts Only)**

Bidder's Name: Casto Technical Services Inc.

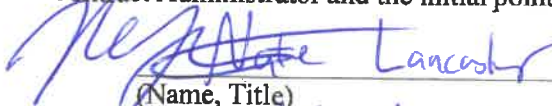
Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

Revised 01/09/2020

**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.

 Estimator  
(Name, Title)  
Nate Lancaster Estimator  
(Printed Name and Title)  
540 Leon Sullivan Way, Charleston WV 25301  
(Address)  
304-346-0549  
(Phone Number) / (Fax Number)  
NLancaster@CastoTech.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.

Casto Technical Services, Inc.  
(Company)

 Estimator  
(Authorized Signature) (Representative Name, Title)

Nate Lancaster Estimator  
(Printed Name and Title of Authorized Representative)

9/1/20  
(Date)

304-346-0549  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
CRFQ ADJ21\*19 Wheeling Cooling Tower Replacement

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**10.5.2** Invoices shall be submitted for payment (in arrears) and must include the following information:

**10.5.2.1** Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract number.

**10.5.2.2** Invoices shall be mailed to the following address:

WV Army National Guard  
Construction & Facilities Management Office  
1707 Coonskin Drive  
Attn: Accounts Payable  
Charleston, WV 25311

**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.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**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:** Nate Lancaster

**Telephone Number:** 304-610-7502

**Fax Number:** 304-720-0916

**Email Address:** nlancaster@castotah.com

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: Casta Technical Services

Authorized Signature: [Signature] Date: 8/27/2020

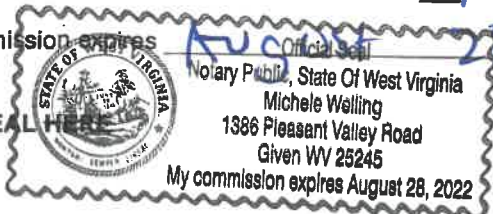
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 27 day of August, 2020

My Commission expires August 28, 2022

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]



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

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

I, Dan A. Nolte, after being first duly sworn, depose and state as follows:

1. I am an employee of Casto Technical Services; and,  
(Company Name)
2. I do hereby attest that Casto Technical Services  
(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.

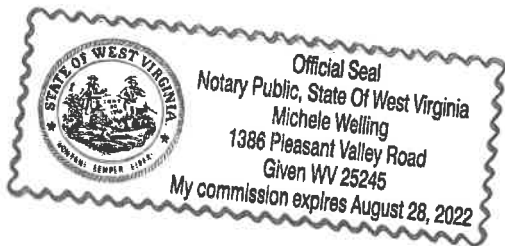
Printed Name: Dan A. Nolte  
 Signature: [Handwritten Signature]  
 Title: Project Manager  
 Company Name: Casto Technical Services  
 Date: 8/27/2020

Taken, subscribed and sworn to before me this 27 day of August, 2020.

By Commission expires August 28, 2022

(Seal)

[Handwritten Signature]  
 (Notary Public)



State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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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.

**Contract Identification:**

Contract Number: \_\_\_\_\_

Contract Purpose: \_\_\_\_\_

Agency Requesting Work: \_\_\_\_\_

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: CASTO TECHNICAL SERVICES Vendor Telephone: 304-346-0549  
Vendor Address: 540 Leon Sullivan Way Vendor Fax: 304-720-0916  
Charleston WV 25301 Vendor E-Mail: plancaster@castotech,cc

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# Certified Drug-Free Workplace Report

## Required Report Content:

- The attached Casto Technical Services, Inc. Alcohol and Drug-Free Workplace Policy is in accordance with the WV Alcohol & Drug-Free Workplace Act.
  - This policy includes Employee and Supervisor Training, and the name of the laboratory used.
- The average number of employees in connection to the construction is 10-15.

- Year to Date, the annual number of drug tests results are:

<u>Reason</u>	<u>Positive Result</u>	<u>Negative Result</u>
○ Pre-employment	0	5
○ Reasonable Suspension	0	0
○ Post accident	0	0 (no accidents)
○ Random	0	5



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Casto Technical Services, Inc.  
of Charleston, WV, as Principal, and Western Surety Company  
of Chicago, IL, a corporation organized and existing under the laws of the State of  
SD with its principal office in the City of Chicago, 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  
Wheeling Cooling Tower Replacement - CRFQ 0603 ADJ2100000019 - According to Plans & Specifications

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 2nd day of September, 2020.

Principal Seal

Casto Technical Services, Inc.  
(Name of Principal)

By: Timothy Sweeney  
(Must be President, Vice President, or  
Duly Authorized Agent)

GENERAL MANAGER  
(Title)

Surety Seal

Western Surety Company  
(Name of Surety)

By: Patricia A. Moye  
Patricia A. Moye, 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.**

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Kimberly J Wilkinson, Gregory T Gordon, Patricia A Moye, 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 21st day of August, 2018.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

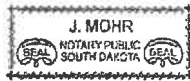
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of August, 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 Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. 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 2nd day of September, 2020.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

# 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, 2020

AUGUST 13, 2021



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.