



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. 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 with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1052010

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: AGSTEN CONSTRUCTION COMPANY INC

Alias/DBA:

Total Bid: \$529,812.75

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0439

SO Doc ID: EBA2200000006

Published Date: 6/30/22

Close Date: 7/7/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 2

Total of All Attachments: 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	NORTHERN DISTRICT-MAINTENANCE & REPAIRS				

Comm Code	Manufacturer	Specification	Model #
72121103			

Commodity Line Comments: no bid

Extended Description:

Multi-site building Maintenance and Repair Services:
 Vendor must complete Exhibit A Pricing page in its entirety and submit it with their bid. Vendors must complete pricing pages for the district they are bidding on. Vendors do not have to bid on all three districts. Please see Section 5.2 of the RFQ Specifications for more information.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	CENTRAL DISTRICT-MAINTENANCE & REPAIRS				327640.75

Comm Code	Manufacturer	Specification	Model #
72121103			

Commodity Line Comments: see attachment for pricing breakout

Extended Description:

Multi-site building Maintenance and Repair Services:
 Vendor must complete Exhibit A Pricing page in its entirety and submit it with their bid. Vendors must complete pricing pages for the district they are bidding on. Vendors do not have to bid on all three districts. Please see Section 5.2 of the RFQ Specifications for more information.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	SOUTHERN DISTRICT-MAINTENANCE & REPAIRS				202172.00

Comm Code	Manufacturer	Specification	Model #
72121103			

Commodity Line Comments: See attachment for pricing breakout

Extended Description:

Multi-site building Maintenance and Repair Services:
 Vendor must complete Exhibit A Pricing page in its entirety and submit it with their bid. Vendors must complete pricing pages for the district they are bidding on. Vendors do not have to bid on all three districts. Please see Section 5.2 of the RFQ Specifications for more information.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ EBA22*6

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 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.

AG STEN CONSTRUCTION COMPANY INC

Company

W. J. B. H.

Authorized Signature

7 July 2022

Date

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: AGSTEN CONSTRUCTION CO. 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.
AJVATER CO	WV 001397
PRIZED PAINTING	WV 038686
MBC CONSTRUCTION	WV 090779
PAYNE TILE COMPANY	WV 004975
CENTRAL GLASS	WV 000107
GIVEN GLASS	WV 052885
ALL QUALITY CONSTRUCTION & FINISHING	WV 033713
MTD GAS SERVICES FENCING	WV 057153
TRI STATE ROOFING & SHEET METAL	WV 000104
CLARK MECHANICAL	WV 059168
HARRIS BROS ROOFING	WV 000232
CORNERSTONE INTERIORS	WV 025109

Attach additional pages if necessary

REQUEST FOR QUOTATION EBAr70398
Multi-site General Maintenance and Repair

- 9.2.1 Cancellation of the Contract
 - 9.2.2 Cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.
- 9.3 Agency reserves the right to inspect the Maintenance and Repairs to ensure that Vendor's performance is in compliance with this Contract. If Agency determines that Vendor has failed to perform in accordance with this Contract, Agency may demand that the Vendor immediately remedy the failure or consider the failure to be a default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

10. MISCELLANEOUS:

- 10.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply:** Vendor must carry sufficient inventory of the parts required to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.3 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 BALDWIN
Telephone Number: 304-343-5400
Fax Number: 304-343-0063
Email Address: dbaldwin@gstferconstruction.com

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.

(Name, Title) DRB
(Printed Name and Title) DAVID R BALDWIN - AGENT - PROJ MGR
(Address) 1700 ST RT 3A, Hurricane WV 25526
(Phone Number) / (Fax Number) 304-343-5400 304-343-0063
(email address) dbaldwin@agstenconstruction.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

AGSTEN CONSTRUCTION COMPANY INC.
(Company)
DRB AGENT - PROJ MGR
(Authorized Signature) (Representative Name, Title)
DAVID R BALDWIN AGENT - PROJ MGR
(Printed Name and Title of Authorized Representative) (Date)
304-343-5400 304-343-5400
(Phone Number) (Fax Number)
dbaldwin@agstenconstruction.com
(Email Address)



**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, David R. Baldwin, after being first duly sworn, depose and state as follows:

- I am an employee of Agsten Construction Company, Inc.; and,
(Company Name)
- 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: David R. Baldwin

Signature: *DR Baldwin*

Title: Agent- Proj Mgr

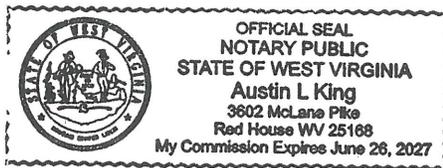
Company Name: Agsten Construction Company, Inc.

Date: 7 July 2022

Taken, subscribed and sworn to before me this 7 day of July, 2022.

By Commission expires June 26, 2027

(Seal)



Austin L King
(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.

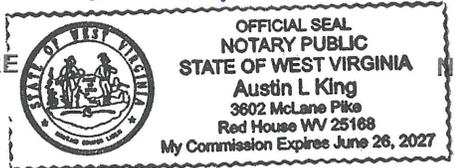
Authorized Signature: *D. N. Bell* Date: July 7, 2022

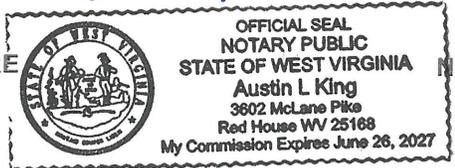
State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 7 day of July, 2022.

My Commission expires June 26, 2027.

AFFIX SEAL HERE  NOTARY PUBLIC *D. N. Bell*



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>AGSTEN CONSTRUCTION COMPANY, INC.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>1700 STATE ROUTE 34</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code</p> <p>HURRICANE, WV 25526</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	5	-	0	7	4	9	5	8	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>7 July 2022</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**AGSTEN CONSTRUCTION COMPANY INC
1700 STATE ROUTE 34
HURRICANE, WV 25526-7089**

BUSINESS REGISTRATION ACCOUNT NUMBER: **1044-2887**

This certificate is issued on: **02/15/2019**

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

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, 2022

EXPIRATION DATE

MAY 18, 2023



Authorized Signature



Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

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
Central - Multi-Site Maintenance

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 7th day of July, 2022.

Principal Seal

Agsten Construction Company, Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
PRESIDENT
(Title)

Surety Seal



Ohio Farmers Insurance Company
(Name of Surety)
By: [Signature]
Kimberly L. Miles 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.

General
Power
of Attorney

**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 **Kimberly L. Miles SEVERALLY**

of **Charleston** and State of WV its true and lawful Attorney-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-

Surety Bond No.: Bid Bond
Principal: Agsten Construction Company, Inc.
Obligee: State of West Virginia

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 17th day of DECEMBER A.D., 2019 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 17th day of DECEMBER A.D., 2019 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; 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, 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 7th day of July A.D., 2022 .



Frank A. Carrino, Secretary

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
Southern - Multi-Site Maintenance

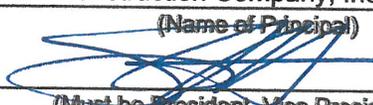
NOW THEREFORE,

- (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.

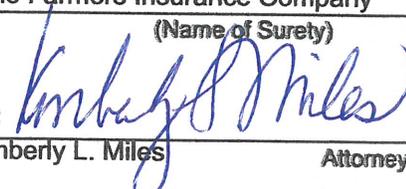
WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 7th day of July, 2022.

Principal Seal

Agsten Construction Company, Inc.
(Name of Principal)
By: 
(Must be President, Vice President, or
Duty Authorized Agent)
PRESIDENT
(Title)

Surety Seal



Ohio Farmers Insurance Company
(Name of Surety)
By: 
Kimberly L. Miles 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.**

General
Power
of Attorney

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 **Kimberly L. Miles SEVERALLY**

of **Charleston** and State of WV its true and lawful Attorney-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-

Surety Bond No.: **Bid Bond**
Principal: **Agsten Construction Company, Inc.**
Obligee: **State of West Virginia**

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 17th day of DECEMBER A.D., 2019 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 17th day of DECEMBER A.D., 2019 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; 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, 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 7th day of July A.D., 2022 .



Frank A. Carrino, Secretary

EBAr70398r4, EXHIBIT A - PRICING PAGES - NORTHERN DISTRICT
 District office, Morgantown: 191 Scott Ave, Morgantown, WV 26508

Round trip travel time from Vendor's office to Agency's District office.	Don't skip this!!	0.00
Average round trip travel time from Agency office to tower sites		4.20

no bid for this site

Building / Shelter Maintenance or Repair per section 3.1.2									
Building / Shelter Maintenance or Repair	HOURLY RATE	X	ESTIMATED YEARLY QUANTITY	=	YEARLY COST				
STANDARD RATE	\$ -	X	800	=	\$ -				
OVERTIME RATE	\$ -	X	50	=	\$ -				
EMERGENCY RATE	\$ -	X	30	=	\$ -				
TRAVEL RATE	Hourly Rate	X	Avg. Vendor's office to tower round trip	X	Est. Annual trips	X	Number of Travelers	=	YEARLY COST
Estimated round trip cost for two employees to travel from Vendor's office to Agency's office	\$ -	X	4.20	X	70	X	2	=	\$ -
TOTAL BUILDING YEARLY COST				=	\$ -				
Subcontracted Tasks per section 3.1.3									
ESTIMATED YEARLY SUBCONTRACTOR COST	X	MULTIPLIER	=	YEARLY COST					
\$20,000.00	X	0.00	TOTAL SUBCONTRACTOR YEARLY COST	=	\$ -				
Parts / Materials per section 3.1.4									
ESTIMATED YEARLY PARTS COST	X	MULTIPLIER	=	YEARLY COST					
\$150,000.00	X	0.00	TAL PARTS / MATERIALS YEARLY CO	=	\$ -				
Equipment Rental per section 3.1.5									

ESTIMATED YEARLY EQUIPMENT RENTAL COST	X	MULTIPLIER	AT COST	YEARLY COST
\$10,000.00	X	0.00	TOTAL EQUIPMENT YEARLY COST	= \$ -

NO BID FOR THIS SITE	TOTAL BID COST**			\$ -
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NO BID FOR THIS SITE

* REQUIRED FIELDS ARE HIGHLIGHTED IN LIGHT ORANGE.

**TOTAL BID COST IS CALCULATED BY ADDING THE TOTAL YEARLY COST FOR EACH SECTION

EBAr70398r4, EXHIBIT A - PRICING PAGES - CENTRAL DISTRICT
 District office, Charleston: 600 Capitol St, Charleston, WV 25301

Round trip travel time from Vendor's office to Agency's District office.	Don't skip this!!	0.80
Average round trip travel time from Agency office to tower sites		3.75

Building / Shelter Maintenance or Repair per section 3.1.2							
Building / Shelter Maintenance or Repair	HOURLY RATE	X	ESTIMATED YEARLY QUANTITY	=	YEARLY COST		
STANDARD RATE	\$ 83.75	X	800	=	\$	67,000.00	
OVERTIME RATE	\$ 120.90	X	50	=	\$	6,045.00	
EMERGENCY RATE	\$ 120.90	X	30	=	\$	3,627.00	
TRAVEL RATE	Hourly Rate	X	Avg. Vendor's office to tower round trip	X	Est. Annual trips	X	Number of Travelers
Estimated round trip cost for two employees to travel from Vendor's office to Agency's office	\$ 83.75	X	3.75	X	70	X	2
					=	\$	43,968.75
					=	\$	120,640.75

Subcontracted Tasks per section 3.1.3			
ESTIMATED YEARLY SUBCONTRACTOR COST	X	MULTIPLIER	= YEARLY COST
\$20,000.00	X	1.15	TOTAL SUBCONTRACTOR YEARLY COST = \$ 23,000.00

Parts / Materials per section 3.1.4			
ESTIMATED YEARLY PARTS COST	X	MULTIPLIER	= YEARLY COST
\$150,000.00	X	1.15	TAL PARTS / MATERIALS YEARLY CO = \$ 172,500.00

Equipment Rental per section 3.1.5

ESTIMATED YEARLY EQUIPMENT RENTAL COST	X	MULTIPLIER	AT COST	YEARLY COST
\$10,000.00	X	1.15	TOTAL EQUIPMENT YEARLY COST	= \$ 11,500.00

TOTAL BID COST \$ 327,640.75**

* REQUIRED FIELDS ARE HIGHLIGHTED IN LIGHT ORANGE.

**TOTAL BID COST IS CALCULATED BY ADDING THE TOTAL YEARLY COST FOR EACH SECTION

EBAr70398r4, EXHIBIT A - PRICING PAGES - SOUTHERN DISTRICT
 District office, Beckley: 124 Industrial Park Rd, Beaver, WV 25813

Round trip travel time from Vendor's office to Agency's District office.	Don't skip this!!	3.00
Average round trip travel time from Agency office to tower sites		4.00

Building / Shelter Maintenance or Repair per section 3.1.2							
Building / Shelter Maintenance or Repair	HOURLY RATE	X	ESTIMATED YEARLY QUANTITY	=	YEARLY COST		
STANDARD RATE	\$ 83.75	X	800	=	\$	67,000.00	
OVERTIME RATE	\$ 120.90	X	50	=	\$	6,045.00	
EMERGENCY RATE	\$ 120.90	X	30	=	\$	3,627.00	
TRAVEL RATE	Hourly Rate	X	Avg. Vendor's office to tower round trip	X	Est. Annual trips	X	Number of Travelers
Estimated round trip cost for two employees to travel from Vendor's office to Agency's office	\$ 83.75	X	4.00	X	50	X	2
					=	\$	33,500.00
					=	\$	110,172.00

Subcontracted Tasks per section 3.1.3			
ESTIMATED YEARLY SUBCONTRACTOR COST	X	MULTIPLIER	= YEARLY COST
\$20,000.00	X	1.15	TOTAL SUBCONTRACTOR YEARLY COST = \$ 23,000.00

Parts / Materials per section 3.1.4			
ESTIMATED YEARLY PARTS COST	X	MULTIPLIER	= YEARLY COST
\$50,000.00	X	1.15	TAL PARTS / MATERIALS YEARLY CO = \$ 57,500.00

Equipment Rental per section 3.1.5

