

**Exhibit\_A Pricing Page**

**CRFQ 0803 DOT1800000020  
HVAC REPLACEMENT FOR WVDOH EQUIPMENT DIVISION  
STATE PROJECT NO: N081-BLD/GR-0.00 00**

DATE: 12/21/17

NAME OF VENDOR: Casto Technical Services

AUTHORIZED SIGNATURE: 

The aforementioned, hereinafter called Vendor, 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:**

For the Lump Sum of: \$ 350,000.00  
(Show amount in Numbers)

Three hundred and fifty thousand dollars and zero cents.  
(Show amount in Words)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

**CONTRACT AWARD**

The Contract shall be awarded to the Vendor that provides the overall lowest Lump Sum cost.

12/21/17 11:48:56  
WV Purchasing Division

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Casto Technical Services, Inc

Address: 540 Leon Sullivan Way, Charleston, WV 25301

Contracting business entity's authorized agent: Christy Smith

Address: 540 Leon Sullivan Way, Charleston WV 25301

Number or title of contract: CRFQ 0803 DOT 1800000020

Type or description of contract: HVAC Remodel

Governmental agency awarding contract: Division of Highways

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

Nate Cook, President Casto Technical Services 100% owner

Haben Anderson Contractor License No WV 056218

Signature: Christy Smith Date Signed: 11/14/2017

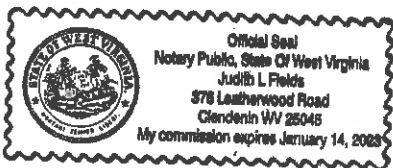
Check here if this is a Supplemental Disclosure.

Verification

State of WV, County of Kanawha:

I, Christina Smith, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 14 day of November, 2017.



Judith L. Fields  
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO 0803 DOT1800000020**

**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 checked="" type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input checked="" type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8            |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9            |
| <input checked="" 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 Tech.  
Company  
[Signature]  
Authorized Signature  
11/7/17  
Date

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

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

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

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

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

*"Interested party" or "Interested parties"* means:

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

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

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

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

# SOLICITATION NUMBER: CRFQ 0803 DOT1800000020

## Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1800000020 ("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
- Publish the "Disclosure of Interested Parties to Contracts" document.

### Description of Modification to Solicitation:

1. To publish the "Disclosure of Interested Parties to contacts" document.

No other changes made.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### 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.

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 OTHER 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 exceed five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Casto Technical Services

Authorized Signature: [Signature] Date: 11/14/17

State of WV

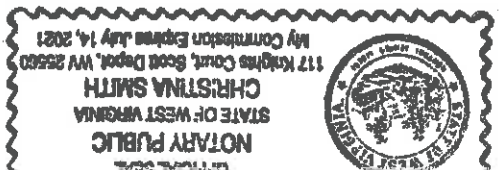
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 14 day of November, 2017.

My Commission expires July 14, 2021

**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, Nate Lancaster, after being first duly sworn, depose and state as follows:

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

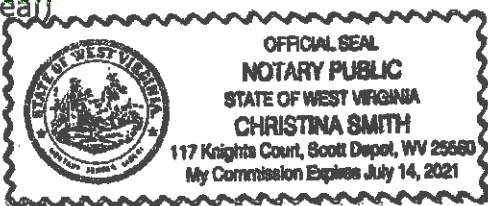
The above statements are sworn to under the penalty of perjury.

Printed Name: Nate Lancaster  
 Signature: [Handwritten Signature]  
 Title: Contracting Estimator / Project Manager  
 Company Name: Casto Technical  
 Date: 11/14/17

Taken, subscribed and sworn to before me this 14 day of November, 2017.

By Commission expires July 14 2021

(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: CRFQ 0803 DOT1800000020  
Contract Purpose: HVAC Replacemnt  
Agency Requesting Work: HVAC WUDOH Equipment Division

**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 Service  
Vendor Address: 540 Laron Sullivan Way  
Charleston, WV 25301  
304-346-0549  
Chapelton WV 25301

Vendor Telephone: (304) 346-0844  
Vendor Fax: (304) 346-8920  
Vendor E-Mail: MLancaster@Castotech.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.

*[Signature]* Contracting Estimator / Project Manager  
(Name, Title)  
Nate Lancaster Contracting Estimator / Project Manager  
(Printed Name and Title)  
540 Leon Sollen Way Charlotte NC 28301  
(Address)  
(304) 346-0549 - (704) 726-0966  
(Phone Number) / (Fax Number)  
NLancaster@CustoTech.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.

Custo Technical  
(Company)  
*[Signature]* Contracting Estimator / Project Manager  
(Authorized Signature) (Representative Name, Title)  
Nate Lancaster Contracting Estimator / Project Manager  
(Printed Name and Title of Authorized Representative)  
11/14/17  
(Date)  
(304) 346-0549 / (704) 726-0966  
(Phone Number) (Fax Number)

**ADDITIONAL TERMS AND CONDITIONS  
(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

**Bidder's Name:** Casto Tech.

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.
Air Systems	WV 009783
City Electric Co.	WV 007721

Attach additional pages if necessary

c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

**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  
CRFQ 0803 DOT1800000020 - HVAC Replacement for WVDOH Equipment Division - 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 9th day of November, 2017.

Principal Seal

Casto Technical Services, Inc.  
(Name of Principal)  
By Christina Smith  
(Must be President, Vice President, or  
Duly Authorized Agent)  
VP  
(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, Patricia A Moye, Gregory T Gordon, 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 27th day of March, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 27th day of March, 2017, 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 9th day of November, 2017.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## CASTO TECHNICAL SERVICES, INC.

### W. VA. ALCOHOL & DRUG-FREE WORKPLACE ACT POLICY

#### Introduction<sup>1</sup>

Casto Technical Services ("CTS") is committed to maintaining a drug and alcohol free workplace. Drug and alcohol use, and/or the unlawful possession or use of controlled substances directly affects job performance, threatens the safety of co-workers, other workers, and the public, and is inconsistent with the behavior expected of a CTS employee. CTS believes that a working environment, free of drug and alcohol use, is healthier, safer, more productive, and is a condition desired by most employees and their families. Therefore, employees must adhere to the following:

- The unlawful use, possession, manufacture, distribution, sale or dispensation of drugs on company premises or while conducting company business off premises is strictly forbidden.
- The possession or use of alcohol on company premises or while conducting company business is strictly forbidden.
- Being under the influence of alcohol or an illegal substance on company premises, or while conducting company business, or while driving a company supplied vehicle is strictly forbidden.
- Employees whose physician has prescribed a drug or controlled substance that might adversely affect their ability to perform their work must provide a written statement from their doctor.
- Any use, possession, manufacturing, distribution, sale or dispensation of illegal drugs off premises and off company time that adversely affect the individual's work performance, his or her own or others' safety at work, or the company's reputation in the community is strictly forbidden.
- Failure to adhere to the requirements of any drug treatment or counseling program in which the employee is enrolled is grounds for disciplinary action, up to and including termination.
- Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

#### Applicability

CTS will conduct drug and alcohol testing of employees engaged in safety-sensitive duties or working in construction on state public improvements pursuant to the provisions of the W. Va. Alcohol & Drug-Free Workplace Act.

CTS will also conduct pre-employment testing of employees hired to engage in the same work.

#### Policy Coordinator

Any questions or comments concerning this policy should be directed to the employee's job superintendent or to the company's alcohol & drug-free workplace policy coordinator, Amanda Doss. The policy coordinator's address and telephone number is listed below:

*Casto Technical Services, Inc.  
540 Leon Sullivan Way  
P. O. Box 627  
Charleston, West Virginia 25322  
(304) 346-0549*

#### Types of Drug & Alcohol Testing

1. **PRE-EMPLOYMENT DRUG TESTING:** CTS shall conduct pre-employment drug testing of all new employees hired to perform safety-sensitive duties. If the newly hired employee does not pass the drug test, then the employee is not eligible for employment with the company.
2. **RANDOM DRUG TESTING:** CTS shall conduct random drug testing that annually tests at least ten percent (10%) of the company employees who perform safety-sensitive duties.
3. **POST ACCIDENT DRUG OR ALCOHOL TESTING:** CTS shall conduct a drug or alcohol test of any employee who may have caused or contributed to an accident while conducting job duties where reasonable cause exists to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician. The drug or alcohol test shall be conducted as soon as possible after the accident occurs and after any necessary medical attention has been administered to the employee.

<sup>1</sup> Casto Technical Services incorporates by reference the provisions of the W. Va. Alcohol and Drug-Free Workplace Act (W. Va. Code Section 21-1D-1 *et seq.*) as if specifically addressed herein, including the definitions set forth in Section 21-1D-2.



### Reasonable Cause Suspension from Safety-Sensitive Duties

If CTS has reasonable cause to believe an employee is under the influence of a drug of abuse or alcohol at work and requires the employee to take a drug or alcohol test, the employee shall immediately be suspended from performing safety-sensitive tasks until such time as a drug or alcohol test is performed and results of that test are available.

### Nine-Panel Drug Screen<sup>2</sup>

1. Initial Screening Test

<u>Drugs</u>	<u>Cutoff Level nanograms per milliliter (ng/ml)</u>	
Amphetamines	1,000	
Barbiturates		300
Benzodiazepines	300	
Cannabinoids (marijuana)	50	
Cocaine Metabolites		300
Methadone		300
Opiate metabolites	300	
Hydrocodone		
Hydromorphone		
Oxycodone		
Phencyclidine	25	
Propoxyphene	300	

2. Confirmatory Test

<u>Drugs</u>	<u>Cutoff Level nanograms per milliliter (ng/ml)</u>	
Amphetamines	500	
Barbiturates		300
Benzodiazepines	300	
Cannabinoids (marijuana)	15	
Cocaine Metabolites		150
Methadone		300
Opiate metabolites	300	
Hydrocodone		
Hydromorphone		
Oxycodone		
Phencyclidine	25	
Propoxyphene	300	

3. Any employee testing positive for a drug of abuse shall be discharged.

### Alcohol Screening

1. If the initial alcohol screening test shows an alcohol concentration of less than 0.02, the testing procedure is completed.

2. If the alcohol concentration is 0.02 or greater, then there will be a separate confirmation test conducted using an Evidential Breath Testing device.

- The breath alcohol technician will wait 15 minutes, but not more than 30 minutes, before conducting the confirmation test.

- During this time, the employee is not allowed to eat, drink, smoke, belch, put anything in his or her mouth or leave the testing area.

3. 0.04 or greater:

<sup>2</sup> These cut-off levels are federally-recognized standards.

- a) Explanation about the content of the company's alcohol and drug-free workplace policy.
- b) Employees shall have the opportunity to ask questions regarding the policy.
- c) Employees shall receive a hard copy of the written policy.
- d) Employees shall sign a document acknowledging receipt of the hard copy of the written policy.
- e) Employees shall receive a specific explanation of the basics of drugs and alcohol abuse, including, but not limited to the disease model, signs and symptoms associated with substance abuse, and the effects and dangers of drugs or alcohol in the workplace.
- f) Employees shall receive a list of community resources where employees may seek assistance for themselves or their families.

2. Supervisor Training

CTS will provide at least two (2) hours of drug-free workplace supervisor training for supervisory employees and annually thereafter. The supervisor training shall include the following:

- a) How to recognize a possible drug or alcohol problem;
- b) How to document behaviors that demonstrate a drug or alcohol problem;
- c) How to confront employees with the problem from observed behaviors;
- d) How to initiate reasonable suspicion and post-accident testing;
- e) How to handle the procedures associated with random testing;
- f) How to make an appropriate referral for assessment and assistance; and
- g) How to follow up with employees returning to work after a positive test.

Confidentiality and Recordkeeping

- 1. All drug and alcohol testing information specifically related to individual employees is confidential and should be treated as such by anyone authorized to review or compile program records.
- 2. No information about any individual test result shall be released without written authorization of the tested employee with the exception of the following: The W. Va. Alcohol and Drug-Free Workplace Act does provide for inspection of records by the public authority which let the contract and its officers and agents.

List of Community Resources

Henry R. Bussey, MA  
218 D. Street  
South Charleston, WV 25303  
(304) 720-3835

(304) 776-7230

Dr. Ralph Smith  
Charleston Psychiatric Group, Inc.  
2008 Kanawha Boulevard East  
Charleston, WV  
(304) 344-0349

Kanawha Pastoral Counseling Center, Inc.  
16 Broad Street  
Charleston, WV  
(304) 346-9689 or 800-340-9680

Peoplework Solutions  
497 1<sup>st</sup> Avenue, South  
Nitro, WV  
(304) 722-9119

Shawnee Hills, Inc.  
Various Locations  
Charleston (304) 345-4800  
Boone County (304) 369-1930  
Clay County (304) 587-4205  
Putnam County (304) 757-1000

Psychological Consultation & Assessment  
202 Glass Drive  
Cross Lanes, WV

New Hope Christian Counseling Center  
5130 MacCorkle Avenue SE  
Charleston WV  
(304) 926-8600



**CASTO Technical Services**

*We make buildings work...Better!*

RE: References for HVAC Upgrades

To whom it may concern:

Per your request to provide a list of three projects completed within the last past five years that demonstrate experience with cooling tower installation and HVAC repairs:

**Federal Correction Institution HVAC Upgrade**

1600 Industrial Rd

Beckley WV 25813

Contact Name: Chiles Day TN 304-252-9758

**FPC Alderson HVAC Upgrade**

Box A Glen Ray Road

Alderson WV 24910

Contact Name: James Ridgeway TN 304-445-3345

**Our Lady of Bellefonte Hospital HVAC Upgrade**

100 St Christopher Drive

Ashland KY 41101

Contact Name: David Hall TN 606-833-3333

Regards,

Paul Lancaster

Retrofit and Installation Manager

# 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**

AUGUST 13, 2017

**Expiration Date**

AUGUST 13, 2018

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

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





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: 340603

Doc Description: ADDENDUM\_7: HVAC REPLACEMENT for WVDOH EQUIPMENT DIVISION

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-12-11	2017-12-21 13:30:00	CRFQ 0803 DOT1800000020	8

**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**  
 210 Canal Street  
 Charleston, WV 25301  
 (304) 345-0549

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X  FEIN # 55 055 9186 DATE 12/11/17

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

ADDENDUM\_7: Is published for the following:

1. To provide a revision/clarification to the Agency response to Technical Questions submitted by vendors published in Addendum\_3.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways (WVDOH), Equipment Division to establish a one-time contract for HVAC Replacement for the Equipment Division Office Building Number 04913 at 83 Brushy Fork Crossing, Buckhannon, WV 26201 per attached documents.

**MANDATORY PRE-BID MEETING:**

10:00am EST  
 October 25, 2017  
 WVDOH Equipment Division  
 83 Brushy Fork RD Crossing  
 Buckhannon, WV 26201

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vendor shall use Exhibit_A Pricing Page for bid pricing	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151207			

**Extended Description :**

HVAC REPLACEMENT for WVDOH EQUIPMENT DIVISION:

Note: Vendor shall use Exhibit\_A Pricing Page for bid pricing.  
 If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.  
 Vendor shall enter pricing into the Exhibit\_A Pricing Page and must attach with bid.  
 See section 18 of Instructions to Bidders.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 10:00am EST:	2017-10-25
2	Technical Questions due by 2:00pm EST:	2017-10-31