

RECEIVED

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WV PURCHASING  
DIVISION



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: 650628

Doc Description: Addendum No.01, HVAC MAINTENANCE & REPAIR Beckley

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-12-18	2020-01-10 13:30:00	CRFQ 0439 EBA2000000016	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:

HE NEUMANN CO  
1410 6TH AVENUE  
CHARLESTON, WV 25387  
(304) 345-5580

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
(304) 558-2596  
guy.l.nisbet@wv.gov

Signature X

FEIN # 55-0243140

DATE 01/10/2020

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*

Request for Quotation  
(HVAC Open-End Maintenance for Beckley, WV. Region)

The west Virginia Purchasing Division is soliciting bids on behalf of the Agency, The West Virginia Educational Broadcasting Authority (EBA) to establish an Open-End contract for HVAC Maintenance at the agency's locations within the Beckley, WV. Region per the specifications and Term and Conditions as attached hereto.

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WV25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC MAINTENANCE & REPAIR SERVICES Beckley Area	1	1	\$29,660.00	\$29,660.00

Comm Code	Manufacturer	Specification	Model #
72101511			

Extended Description :  
HVAC MAINTENANCE & REPAIR SERVICES Beckley Area

	Document Phase	Document Description	Page 3
EBA200000016	Draft	HVAC MAINTENANCE AND REPAIR OPEN END CONTRACT for Beckley.	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

### 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: HE NEUMANN CO

Contractor's License No.: WV-000004

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.

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

**Bidder's Name:** HE NEUMANN CO

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.
N/A	

Attach additional pages if necessary

Revised 11/14/2019

**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.

Eric Humphrey MSR  
 (Name, Title)  
ERIC HUMPHREY MAINTENANCE SALES REP  
 (Printed Name and Title)  
1410 6TH AVENUE CHARLESTON, WV 25387  
 (Address)  
(304)345-5580 / (304)345-5543  
 (Phone Number) / (Fax Number)  
EHUMPHREY@HENEUMANN.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.

HE NEUMANN CO  
(Company)

Eric Humphrey  
(Authorized Signature) (Representative Name, Title)

ERIC HUMPHREY MAINTENANCE SALES REP  
(Printed Name and Title of Authorized Representative)

11/10/20  
(Date)

(304)345-5580 / (304)345-5543  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:**

**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.

HE NEUMANN CO

Company

*Eric Neumann*  
Authorized Signature

01/10/20  
Date

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

EBAr68314b

**REQUEST FOR QUOTATION  
HVAC Maintenance for Beckley Region**

**EXHIBIT C - PRICING PAGES**

**Preventive Maintenance:**

(A) Annual Preventive Maintenance Charges (Exhibit A items 1-6)	x	1 Time per Year	=	Total Yearly Charge
\$ 2,187	x	1	=	\$ 2,187
(B) Semi-Annual Preventive Maintenance Charges (Exhibit A items 7-9)	x	2 Times per Year	=	Total Yearly Charge
\$ 729	x	2	=	\$ 1,458
(C) Every Other Year Preventive Maintenance Charges (Exhibit A item 10)	x	.5 Times per Year	=	Total Yearly Charge
\$ 607.50	x	.5	=	\$ 1,215

Total Yearly Preventive Maintenance Cost (A-C)      \$ 4,860

**Corrective Maintenance:**

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ 82	x	150	=	\$ 12,300
Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	1.25	=	\$ 12,500
				24,800
Total Corrective Maintenance Cost (Total Labor + Total Parts)				\$ <u>24,800</u>

Total Bid Amount \* \$ 29,660

\* Total Bid Cost is calculated by adding the Total Yearly Preventive Maintenance Cost and the Total Corrective Maintenance Cost.



WV-75  
08/29/18

State of West Virginia

## PURCHASING DIVISION

### Construction Bid Submission Review Form

*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

#### Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

#### Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance.
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

## 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 \$1 million 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, but does not include publicly traded companies listed on a national or international stock exchange.

*"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).*

# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 8D-1-2)

Name of Contracting Business Entity: THE NEUMANN CO Address: 1410 6TH AVENUE  
CHARLESTON, WV 24387

Name of Authorized Agent: ERIC HUMPHREY Address: 1410 6TH AVENUE CHARLESTON

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

Governmental agency awarding contract: West Virginia Public Broadcasting

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: Eric Humphrey Date Signed: 01/10/20

### Notary Verification

State of \_\_\_\_\_, County of \_\_\_\_\_:

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

Taken, sworn to and subscribed before me this 9th day of Jan, 2020

Josh H Baxter  
Notary Public's Signature

**To be completed by State Agency:**

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

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

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



WV-72  
Approved / Revised 08/01/16

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 2010 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: HE NEUMANN, CO

Vendor Address: 1410 6TH AVENUE  
CHARLESTON, WV 25387

Vendor Telephone: (304) 345-5580

Vendor Fax: (304) 345-5543

Vendor E-Mail: E.HUMPHREY@HENELMANN.COM



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF** OHIO **, TO-WIT:**

I, ERIC HUMPHREY, after being first duly sworn, depose and state as follows:

1. I am an employee of HE NEUMANN CO; and,  
(Company Name)
2. I do hereby attest that HE NEUMANN CO  
(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: ERIC HUMPHREY

Signature: *Eric Humphrey*

Title: MAINTENANCE SALES REP

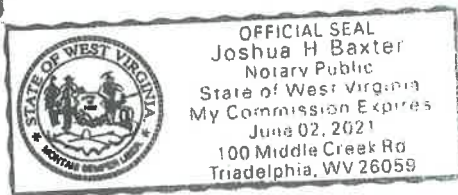
Company Name: HE NEUMANN CO

Date: 01/10/20

Taken, subscribed and sworn to before me this 9<sup>th</sup> day of January, 2020.

By Commission expires 6/2/2021

(Seal)



*Josh H Baxter*  
(Notary Public)

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(l), 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: HE NEUMANN CO

Authorized Signature: *Eve Hummel* Date: 1/10/20

State of WV

County of Kanawha to-wit:

Taken, subscribed, and sworn to before me this 9<sup>th</sup> day of January, 2020.

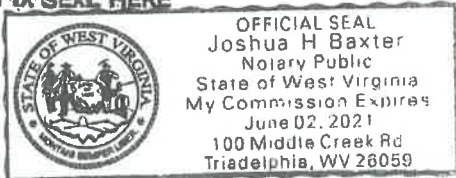
My Commission expires 6/2, 2021.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

*Joshua H. Baxter*

*Purchasing Affidavit (Revised 01/16/2018)*



# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** [REDACTED]

**Classification:**

ELECTRICAL  
GENERAL BUILDING  
GENERAL ENGINEERING  
HEATING, VENTILATING & COOLING  
MULTIFAMILY  
PIPING  
PLUMBING  
RESIDENTIAL  
SPECIALTY

H E NEUMANN COMPANY  
DBA H E NEUMANN COMPANY  
PO BOX 6208  
WHEELING, WV 26003

**Date Issued**

AUGUST 07, 2019

**Expiration Date**

AUGUST 07, 2020



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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





Agency WV Educational Broadcasting Authority  
REQ. P. O# CPFA 0439  
EBA2 00000016

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, H E Neumann Company  
of 100 Middle Creek Rd Triadelphia, WV, as Principal, and Cincinnati Insurance Co.  
of Fairfield OH 45014, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Fairfield OH, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligor, in the penal sum of thirty thousand (\$ 30,000) 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  
HVAC Maintenance and repair services Beckley Area

**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 Obligor 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 10<sup>th</sup> day of January, 2020.

Principal Seal

H E Neumann Company  
(Name of Principal)  
By R. Somiti  
(Must be President, Vice President, or Duly Authorized Agent)  
PRESIDENT  
(Title)

Surety Seal

Cincinnati Insurance Company  
(Name of Surety)  
DCE  
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.**

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Brett A. Andrews and Brenda Snyder

of Wheeling, West Virginia its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 19th day of December, 2018.



THE CINCINNATI INSURANCE COMPANY

Stephen A. Westra

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 19th day of December, 2018, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Keith Collett signature

KEITH COLLETT, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 10th day of January, 2020

Ed H. signature

