



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 1

[List View](#)

## General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 757601

Procurement Type: Central Purchase Order

Vendor ID: VC0000007724

Legal Name: AGSTEN CONSTRUCTION COMPANY INC

Alias/DBA:

Total Bid: \$3,093,000.00

Response Date: 10/29/2020

Response Time: 13:06

Responded By User ID: cshaw

First Name: Chris

Last Name: Shaw

Email: cshaw@agstenconstructi

SO Doc Code: CRFQ

SO Dept: 0805

SO Doc ID: PTR2100000004

Published Date: 10/21/20

Close Date: 10/29/20

Close Time: 13:30

Status: Closed

Solicitation Description: Construction of Transfer Station in Bluefield

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 757601  
**Solicitation Description:** Construction of Transfer Station in Bluefield  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2020-10-29 13:30	SR 0805 ESR10292000000003262	1

**VENDOR**  
VC0000007724  
AGSTEN CONSTRUCTION COMPANY INC

**Solicitation Number:** CRFQ 0805 PTR2100000004  
**Total Bid:** 3093000  
**Response Date:** 2020-10-29  
**Response Time:** 13:06:59  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
Joseph E Hager III  
(304) 558-2306  
joseph.e.hageriii@wv.gov

<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Transport buildings and structures	1.00000	EA	3093000.000000	3093000.00

Comm Code	Manufacturer	Specification	Model #
95121603			

**Commodity Line Comments:**

**Extended Description:**

Vendors submitting bids online should enter their total bid amount in the commodity line of Oasis and attach the Bid Form included in the specifications with their bid response





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

State of West Virginia  
Centralized Request for Quote  
Construction

Proc Folder: 757601

Doc Description: Construction of Transfer Station in Bluefield

Reason for Modification:

Addendum #3 to issue Davis Bacon Wage Rates for Mercer County. Revised answers to questions 22, 27, ..... See Page 2 for complete info

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-10-21	2020-10-29 13:30	CRFQ 0805 PTR2100000004	4

BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III  
(304) 558-2306  
joseph.e.hageriii@wv.gov

Vendor  
Signature X

FEIN# 55-0749581

DATE 10/29/2020

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

**Reason for Modification:**  
Addendum #3 to issue Davis Bacon Wage Rates for Mercer County. Revised answers to questions 22, 27, and 28 from original Q&A

**ADDITIONAL INFORMATION**

Addendum  
Addendum #3 issued to publish and distribute the attached information to the vendor community  
\*\*\*\*\*

Request for Quotation  
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation, Division of Public Transit to establish a contract for construction of the Bluefield Area Transit Transfer Center, located at 400 Bluefield Avenue, Bluefield, WV 24701 per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
PUBLIC TRANSIT DIVISION OF BLDG 5 RM 650 1900 KANAWHA BLVD E CHARLESTON WV 25305-0432 US	PUBLIC TRANSIT DIVISION OF BLDG 5 RM 650 1900 KANAWHA BLVD E CHARLESTON WV 25305-0432 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Transport buildings and structures	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
95121603			

**Extended Description:**  
Vendors submitting bids online should enter their total bid amount in the commodity line of Oasis and attach the Bid Form included in the specifications with their bid response

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre Bid - 11:00 am	2020-10-09
2	Question Deadline - 9:00 am EST	2020-10-13

	Document Phase	Document Description	Page 3
PTR2100000004	Final	Construction of Transfer Station in Bluefield	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ PTR 21\*04**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" 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.

Agsten Construction Co.

Company



Authorized Signature

10/29/2020

Date

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

Revised 6/8/2012



West Virginia DOT  
WVDPT BAT Transfer Center  
Wendel Project #486201

**BID FORM**  
**Facility Improvements**

To: West Virginia Department of Transportation, Division of Public Transit  
Building 5  
1900 Kanawha Blvd E  
Charleston, WV 25305

In compliance with your Advertisement for Bids, the undersigned:

Agsten Construction  
(Name of firm, partnership or Corporation)

hereby proposes to furnish all supervision, labor, materials, plant, tools, equipment, transportation, overhead and profit, and other facilities related to, proper for, or incidental to the **Bluefield Area Transit Transfer Center** located at 400 Bluefield Avenue, Bluefield, WV 24701, for the **West Virginia Department of Transportation, Division of Public Transit**, in strict accordance with the Project Manual and Drawings dated **XXX XX, 2020**, and including any subsequently issued addenda for consideration of the following Lump Sum amount:

BASE BID: 3,093,000.00  
Three Million Ninety Three Thousand Dollars (\$                    )

**ALTERNATES:** State the amount for adding or deducting the following from the Contract Sum. Refer to Section 012300 for further information.

**Alternate No. 1:** Include the placement of asphalt pavement as indicated on Drawing C-202, and all applicable associated references and specification sections.

One Hundred  
Seventy Five Thousand

☒ ADD ☐ DEDUCT (circle applicable one)                                      Dollars (\$ 175,000.00)

**Alternate No. 02:** Provide improvements to existing storage shed as indicated on Drawings and all applicable associated references and specification sections.

Two Hundred Thousand

☒ ADD ☐ DEDUCT (circle applicable one)                                      Dollars (\$ 200,000.00)

**UNIT PRICES:** State the amount for adding the following specific tasks to the Contract Sum. Refer to Section 012200 for further information.

Removal and replacement of unsuitable soil \$ 45.00 Dollars /CY

PROPOSED EQUIVALENTS

The Contractor has included in the Base Bid the following kinds, types, brands, or manufacturers of materials in lieu of those named in the specifications. The Contractor understands that he includes these proposed equivalent items in the Base Bid at his own risk, as they are subject to the approval of the Architect. The Contractor certifies that the following constitute the extent of proposed equivalent items included in the Base Bid and that the remainder of kinds, types, brands, or manufacturers included in the Base Bid are those named in the specifications.

<u>ITEM</u>	<u>SPECIFICATION SECTION &amp; PARAGRAPH(S)</u>	<u>PROPOSED EQUIVALENT</u>

ATTACH ADDITIONAL PROPOSED EQUIVALENT ITEMS TO BID FORM.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of forty-five (45) calendar days from the date of Bid opening. Furthermore, the undersigned will, within ten (10) days of written notice of acceptance of this bid, execute a contract in the form specified and submit specified Performance and Payment Bonds.

The Bidder understands that the Owner specifically reserves the right to reject any and all Bids and to waive any informality therein.

The undersigned agrees to complete the work in accordance with the time period specified in the Supplementary Instructions to Bidders.

Addendum Receipt: The receipt of the following addenda to the Specifications is acknowledged:

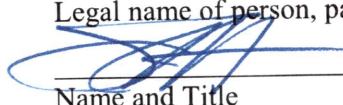
Addendum No. <u>1</u>	Date <u>10/16/2020</u>	Addendum No. <u>    </u>	Date <u>    </u>
Addendum No. <u>2</u>	Date <u>10/19/2020</u>	Addendum No. <u>    </u>	Date <u>    </u>
Addendum No. <u>3</u>	Date <u>10/21/2020</u>	Addendum No. <u>    </u>	Date <u>    </u>

Failure to acknowledge receipt of all addenda may cause the bid to be considered nonresponsive to the solicitation.

Submittals as required by the Instructions/Supplementary Instructions to Bidders, shall be completed and delivered to the Architect, by the two (2) low bidders, within three (3) working days after the Bid opening.

Dated 10/29, 2020

(Sign Bid Here) By:

Agsten Construction Company  
Legal name of person, partnership or corporation  
 President  
Name and Title

West Virginia DOT  
WVDPT BAT Transfer Center  
Wendel Project #486201

Legal Business Address:

1700 State Route 34  
\_\_\_\_\_  
Street  
Hurricane, WV 25526  
\_\_\_\_\_  
City and State  
304-343-5400  
\_\_\_\_\_  
Phone Number

**IF BIDDER IS A FIRM OR PARTNERSHIP, COMPLETE THE FOLLOWING:**

Name of Members or Partners

Legal Residence

_____	_____
_____	_____
_____	_____
_____	_____

**IF BIDDER IS A CORPORATION, COMPLETE THE FOLLOWING:**

State of Incorporation: West Virginia

Name and Title

Legal Residence

Sam Hull

President

803 GRANDVIEW RIDGE ROAD  
RED HOUSE, WV 25168

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary



### BID PROPOSAL CERTIFICATIONS

Firm Name Agsten Construction Company

Business Address 1700 State Route 34, Hurricane, WV 25526

Telephone Number 304-343-5400 Date of Bid 10-29-2020

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certifications

By submission of this bid proposal, the bidder also certifies compliance with the following:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder to any competitor; and

(4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting completions.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work of services performed or to be performed or goods sold or not to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature (Authorized)



Title

President

### **AFFIRMATIVE ACTION AGREEMENT**

Firm Name: Agsten Construction Company

Business Address: 1700 State Route 34 , Hurricane WV 25526

Telephone Number: 304-343-5400

#### **Non-discrimination Clauses:**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
2. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (1) and (2) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
4. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin.
5. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State



Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

6. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the state, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked dependently of or in addition to sanctions and remedies otherwise provided by law.
7. The Contractor will include the provisions of clauses (1) through (6) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

Signature (Authorized):



Title: President

### WAIVER OF IMMUNITY CLAUSE

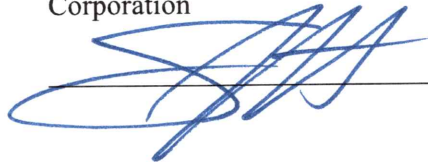
The bidder hereby agrees to the provisions of the applicable General Municipal Law which requires that upon the refusal of person, when called before a grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

\_\_\_\_\_  
Individual

\_\_\_\_\_  
Agsten Construction Company  
Corporation

Date 10/29/2020 By: \_\_\_\_\_



END OF BID FORM

# 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

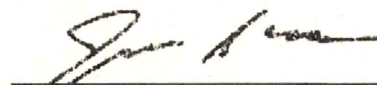
**Date Issued**

MAY 18, 2020

**Expiration Date**

MAY 18, 2021

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Agsten Construction Company, Inc.  
1700 State Route 34  
Hurricane, WV 25526

### SURETY:

(Name, legal status and principal place of business)

Ohio Farmers Insurance Company  
P.O. Box 5001  
Westfield Center, OH 44251-5001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

WV DOT, Division of Public Transit  
State Capitol Complex Bldg 5  
Charleston, WV 25301

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Bluefield Area Transit Transfer Center 400 Bluefield Avenue, Bluefield, WV 24701

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of October, 2020

(Witness)

Agsten Construction Company, Inc.

(Principal)

(Seal)

By:

(Title)

Ohio Farmers Insurance Company

(Surety)

(Seal)

By:

(Title) Douglas P. Taylor, Licensed WV Resident Agent

Attorney-in-Fact



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  
ANDREW K. TEETER, KIMBERLY L. MILES, DOUGLAS P. TAYLOR, GARY R. FREEMAN, KIMBERLY S. BURDETTE, JAIME L. CARPENTER, TAMMY SELBE, JOINTLY OR SEVERALLY

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

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

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

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

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

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

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

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Dennis P. Baus, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

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

Notarial  
Seal  
Affixed



David A. Kotnik, 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 22nd day of October A.D., 2020



Frank A. Carrino, Secretary





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

**STATE OF WEST VIRGINIA,**

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

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

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

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

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

Printed Name: Sam Hull

Signature: 

Title: President

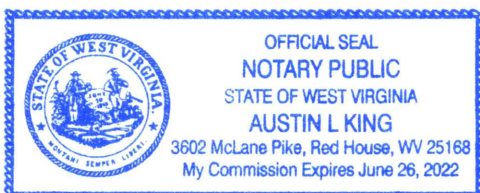
Company Name: Agsten Construction Company, Inc.

Date: 10/29/2020

Taken, subscribed and sworn to before me this 29 day of October, 2020.

By Commission expires June 26, 2022

(Seal)



  
 (Notary Public)

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Agsten Construction Company Inc.

Authorized Signature: [Signature] Date: October 29 2020

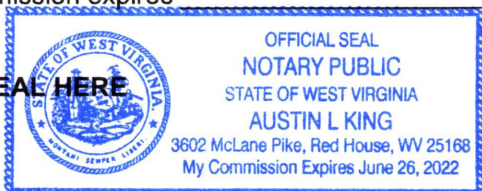
State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 29 day of October, 2020.

My Commission expires June 26, 2022.

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

[Signature]

*Purchasing Affidavit (Revised 01/19/2018)*