

Date: 8/7/2024



Region: 4C

CSS No.: 98145

FAC ID: WV020

Maximo WO No.: 16162

Asset #: NA

Priority: Routine

**Original Work Request:**

Repair by replacing boiler stack in mechanical room in the Motor Pool.

**Description of Repairs Needed:**

Labor and material to a.) properly remove and dispose of old vent piping and materials, b.) provide and install approximately 20ft of 5 inch stainless steel vent piping and fittings, c.) clean area and properly dispose of all spent materials.

\*\*Current Equipment Lead Time: 2-3 weeks

Labor:	Labor Hrs	Labor Rate	Total
Technician	20	\$ 130.25	\$ 2,605.00
		\$ -	\$ -

Material List:	Quantity	Cost	Total
20' x 5" steel vent piping and fittings	1	\$ 2,750.00	\$ 2,750.00
			\$ -
			\$ -
			\$ -

Equipment List:	Quantity	Cost	Total
			\$ -
			\$ -
			\$ -

**PM WO History:**

NA
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**Estimate Summary:**

Labor	Material	Equipment
\$ 2,605.00	\$ 2,750.00	\$0.00

Sub Total	G&A 12%	Fee 6%	Total Estimate
\$5,355.00	\$642.60	\$321.30	\$6,318.90



## QUOTE

Client: USARC Jane Lew  
Contact: Jennifer Bailie  
Date: 8/6/2024  
Quote #: 207684  
Location: Jane Lew, WV

PO Box 627  
540 Leon Sullivan Way  
Charleston, WV 25301  
Fax 304-346-8920

Matt Gibbs  
[Mgibbs@CastoTech.com](mailto:Mgibbs@CastoTech.com)  
304-695-8068

**WEST VIRGINIA CONTRACTOR LICENSE #WV001241**

**PROJECT:** Install 20ft of 5 inch stainless steel vent piping

**SCOPE OF WORK:**

Provide and install approx. 20ft of 5 inch stainless steel vent piping and fittings.  
Properly remove and dispose of old vent piping and materials.

Materials- \$2,750  
Labor- 20 hours @ \$130.25 per hour = \$2,605  
  
Total- \$5,355

**PRICE & TERMS:    \$5,355.00**

The stated price listed above is for the above scope of work (including all state and local taxes). Additional services, repairs, or improvements that are not presented in the above description are excluded from this price.

**NOTE:**

**Current Equipment Lead Time: 2-3 weeks**

**Lead times described are estimates provided by the factory on date of quote. Subject to Change**

**EXCLUSIONS:**

1. All asbestos testing and removal will be owners responsibility
2. Temporary Heating / Cooling
3. The price of a performance/payment bond
4. The cost of permits and inspections by outside authorities
5. Controls

**CLARIFICATIONS:**

1. Our terms are net 30 days.
2. Price will be held firm for 30 days.
3. Work will be performed during normal working hours
4. Normal working hours are M-F 8:00 am to 4:30 pm.
5. 1-Year Parts and Labor Warranty is Included
6. Project may be progress billed if deemed necessary  
☐ check if a set payment schedule is needed

**APPROVED:**

**USARC Jane Lew**

Authorized Representative

\_\_\_\_\_  
Title

Acceptance Date

\_\_\_\_\_

**APPROVED:**

**CASTO TECHNICAL SERVICES**

Matt Gibbs  
Authorized Representative

PM / Estimator  
Title

Proposal Date

"Company" shall mean Casto Technical Services, Inc. and "Customer" shall mean \_\_\_\_\_.

#### 1. Acceptance; Agreement

a. These terms and conditions (these "Terms") are an integral part of Company's offer as set forth in the attached \_\_\_\_\_, dated as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ the ("Proposal") presented to the Customer. Should Customer accept the Proposal or place an order, these Terms shall, together with the Proposal, form the agreement (the "Agreement") of the Company and Customer for the services described in the Proposal (the "Work").

b. The Proposal shall remain valid only for 30 days from the date thereof. If Customer's adds to, deletes from, or alters in any manner, these Terms or the Proposal, Customer's proposed modifications are automatically rejected by the Company and shall not become a part of the Agreement. Customer's acceptance of the Work by Company will, in any event, constitute an acceptance by Customer of these Terms and the Proposal as originally delivered to Customer as the terms of the Agreement without modification.

c. The Proposal is subject to credit approval by Company of Customer. Company may delay or suspend performance or, at its option, renegotiate prices and/or the Terms or the Proposal should Customer's credit profile be determined to be unacceptable to Company in Company's exclusive discretion. If Company and Customer are unable to agree on revisions following an unfavorable credit finding, the Proposal shall be cancelled by Company without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

#### 2. Pricing; Taxes

a. Unless otherwise specifically noted, the price in the Proposal includes, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for Work provided by Company. Customer agrees to pay all applicable taxes, and should Company inadvertently fail to charge applicable taxes to Customer, Customer shall pay the same when invoiced by Company.

b. If Customer claims that it is exempt from certain tax requirements, Customer shall, within three (3) business days of the date of this Proposal, furnish appropriate certificates evidencing Customer's tax exempt status. Customer shall indemnify Company for any costs, fines, fees, taxes, penalties, or other charges or expenses of any kind or character (including reasonable attorneys' fees and costs) related to any tax liabilities imposed upon Company for which Customer had asserted to Company that it was exempt.

c. Company shall charge Customer, and Customer agrees to pay Company for any additional costs related to any bonds agreed to be provided, whether or not such costs are included on the Proposal.

d. Any delay in the Work as a result of Customer's act(s) or failure(s) to act, may cause prices to increase during the period of delay and Company may charge Customer with its out of pocket costs associated with the delay. Additionally, Customer shall indemnify Company from and against any costs to Company or losses suffered by Company as a result of delays caused by Customer's act(s) or failure(s) to act.

e. Unless a separate and distinct price or arrangement is quoted in the Proposal, Customer shall pay Company's overtime, special or emergency rates for all work performed outside of Company's normal business hours.

#### 3. Payment

a. Customer shall pay Company's invoices on a net 30 days basis from the date of the invoice. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site.

b. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released in full no later than the date of substantial completion.

c. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of the payment of all sums to Company.

#### 4. Customer Breach

a. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination or suspension, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead):

(1) Any failure by Customer to pay amounts when due;

(2) Any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer;

(3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or

(4) Any failure by Customer to perform or comply with any provision of this Agreement.

b. No delay or failure by Company to exercise any right under this Agreement, and no partial or single exercise of any right under this Agreement, shall constitute a waiver of such or any other right, unless otherwise expressly provided herein.

c. Nothing in this Agreement is intended to, and the parties agree that this Agreement does not, waive, limit, supplant or replace any other remedies that may be available to Company at law or in equity, including but not limited to the use of statutory liens.

## 5. Performance

a. Company shall perform the Work in accordance with industry standards generally applicable under similar circumstances as of the time Company performs the Work.

b. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons including but not limited to Company's employees or contractors. Unless otherwise agreed to by Customer and Company, Customer will provide any necessary access platforms, catwalks and all other environmental requirements on site, at Customer's expense and before the Work begins, in order to permit Company to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. Exclusions Company's obligation is limited to the Work, as defined, and does not include any modifications to the Work or the worksite under any law or building code(s), including but not limited to the Americans With Disabilities Act. In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company. Unless expressly included in the Proposal, the Services do not include, and Company shall not be liable for, any of the following: (1) Any guarantee of room conditions or system performance; (2) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services; (3) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure, as hereinafter defined; (4) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises prior to the commencement of Services ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mold and/or fungi; or (5) Replacement of refrigerant.

7. Time for Completion Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. Access Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer represents and warrants that Customer has all requisite right to authorize access to the Work site by the Company and its agents, employees, officers and contractors. Access to the Work site shall include, but not necessarily be limited to, physical access to all areas of the Work site relevant to the Work to be performed, ingress and egress rights over and through areas necessary for access to the Work site and the corresponding rights to transport personnel, equipment, merchandise, tools and other necessary persons and materials to and from the Work site. Customer hereby agrees to indemnify and defend Company, its agents, employees, subcontractors, contractors officers and directors from and against any claims, losses or liabilities arising from Company's access to the Work site.

## 9. Completion

a. For any task performed as a part of the Work, when Company informs Customer that the task has been completed, Company may (but shall not be obligated to) request, and in the event of such a request Customer agrees to comply, that Customer inspect the Work in the presence of Company's representative. Upon such an inspection Customer shall either (a) accept the Work related to the task in its entirety by executing Company's paperwork to that end, or (b) accept the Work related to the task in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed.

b. In the event of a request under Sub-Section (a), the initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work associated with a task has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work related to that task as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

## 10. Permits and Governmental Fees; Easements and Approvals

a. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer agrees that it shall be responsible for the costs of such permits, fees, licenses, and inspections and if those costs are not separately included in the Proposal, Company will invoice Customer for such costs over and above the costs and fees set forth in the Proposal and Customer agrees to pay all such invoices on the same terms and conditions as any other payment that is a part of this Agreement.

b. Customer is responsible for obtaining any necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities prior to the beginning of any Work.

11. Utilities During Construction Customer shall provide, without charge to Company, all water, heat, electricity, and other utilities required for performance of the Work (which shall include garbage or refuse disposal and haul away costs and fees unless specifically agreed in the Proposal). Customer shall be responsible for any delays in the performance of the Work by Company occurring as a result of a lack of availability of required utilities. Company may invoice Customer, and Customer agrees to pay such invoices, for costs incurred by Company as a result of such delays. Continuing failure by Customer to provide necessary utilities services may result in the termination of this Agreement by Company.

## 12. Concealed or Unknown Conditions

a. In the performance of the Work, if Company encounters conditions at the Work site that are (i) concealed physical conditions that differ materially from those indicated on drawings, plats, plans, schematics, or other depictions or descriptions of the conditions on site that impact the Work that have been discussed by the parties or have been incorporated into the Proposal or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work Company shall notify Customer of such conditions promptly prior to significantly disturbing same