



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

Request for Quotation

RFQ NUMBER
858C2003

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON
304-558-2402

VENDOR

*709014925 412-887-9110
PENN LINE SERVICE INC
PO BOX 462

SCOTTDALE PA 15683

SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
07/16/2007				

BID OPENING DATE: **08/08/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		150-88		\$ 818,500.00
<p>INSTALL REINFORCED CONCRETE FOUNDATION</p> <p>OPEN END CONTRACT</p> <p>TO FURNISH ALL LABOR, EQUIPMENT AND MATERIAL TO INSTALL REINFORCED CONCRETE FOUNDATIONS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p>						

RECEIVED
 2007 AUG -8 A 9:38
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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AUCTION

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BID OPENING DATE: **08/08/2007** **BID OPENING TIME 01:30PM**

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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

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PRIORITY

*709014925 412-887-9110
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07/16/2007				
BID OPENING DATE: 08/08/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV. 07/16/2007</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

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SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **08/08/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -- 724-887-0617 or 724-887-0545 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): RON HILL -----						
***** THIS IS THE END OF RFQ 858C2003 ***** TOTAL:						818,500.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <input checked="" type="checkbox"/> <i>Paul Mongell</i>	TELEPHONE 724-887-9110	DATE August 7, 2007
TITLE Paul Mongell, President	FEIN #25-1000923	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTALLATION OF CONCRETE FOUNDATION BREAKAWAY SIGN SUPPORTS - STATEWIDE

SCOPE OF WORK

The Contractor is responsible for the installation of foundations for breakaway and non-breakaway sign supports in association with LOGO and TODS/LOGO signing as well as other related signing programs. The Contractor shall be required to place sign foundations on a statewide basis for the Interstate Highway System, the Appalachian Highway corridor System, and other expressway facilities. The Contractor may also be required to place assemblies along 2-lane U.S., State, and County routes. In addition, the Contractor will also be required to place flexible, tubular, delineator posts and anchors at specified assemblies to mark their locations.

GOVERNING SPECIFICATIONS

The "West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000" (Standard Specifications), and the "West Virginia Division of Highways, Standard Details Book, Volume II, Signing, Signals, Lighting, and Marking" (Standard Details), latest printing. The following Contract specifications are the governing provisions and shall supersede the Standard Specifications and Standard Details where applicable.

INSTALLATION – GENERAL NOTES

1. The West Virginia Division of highways' Traffic Engineering Division (WVDOH TED) shall identify assembly locations along mainlines, interchanges, and at-grade intersections. These sign locations shall be referenced from easily identifiable points, or shall be referenced on sign plans by mile point or station number.
2. The WVDOH TED shall supply the Contractor with the stubs or anchor bolts for the breakaway supports and flexible delineator posts with anchors. The Contractor shall be required to supply reinforcement steel and concrete.
3. Unless otherwise indicated on the Work Order Release, Type I foundations shall be W10 foundations, Type II foundations shall be W8 foundations, Type III foundations shall be W6 foundations, and Type IV foundations shall be S4 foundations installed as detailed in the Standard Details Book on sheet TE1-3C. The Contractor shall comply with the WVDOH Standard Detail Sheets TE1-3A, TE1-3B, and TE1-3C on all installations, regardless of the type of breakaway mechanism, in regards to stub clearance, sign orientation, sign/post offset, and post spacing for all installations. If foundations are to be installed for non-existing signs, the Contractor shall be made aware of the width of the sign that the foundations are to be installed for in order for the Contractor to determine the proper post spacing and offset from the shoulder or guardrail. The Engineer shall supply any additional detail drawings required.
4. The Contractor shall be informed of the number of foundations to be installed at each assembly and the foundation Type to be installed. The Contractor will also be informed of which assemblies will require flexible delineator posts and anchors, if any. The Engineer will supply photographs or maps of assembly locations to further detail the required placement of foundations if necessary.
5. Assemblies that require flexible delineator posts and anchors shall have a flexible, delineator post with anchor installed directly in front of each foundation where the front of the foundation shall be considered the side which faces traffic. The flexible delineator post and anchor shall be installed within one (1) foot of the edge of the concrete footing.
6. All sign locations are approximate. If critical, the exact location of each foundation shall be staked. New sign support foundations shall not be placed within or straddling ditch bottoms, unless indicated otherwise on the work order Release.
7. If need be, the Contractor shall remove a section(s) of guardrail in order to gain access to the location of the proposed foundations. The Contractor shall subsequently reinstall the removed guardrail to its' original condition. The Contractor shall be paid no additional compensation for this.
8. Due to placement limitations, the Contractor may be required to install foundations on the edges of steep slopes and possibly on vehicle inaccessible relief benches. The Contractor, in these cases, shall utilize a drill auger with extra reach capability and shall place concrete with a concrete bucket if necessary. The Contractor shall be paid no additional compensation for such installations.

Specifying the installation of foundations at these type locations will be avoided if at all possible.

9. Class B concrete shall be utilized for each foundation. (see subsection 601.7 – mixing of the Standard Specifications. The one hour maximum allowable time quoted in the third paragraph shall be allowed to be one and one-half hours).
10. Foundations shall be bid regardless of rock and soil conditions. The Contractor shall be paid the bid price for each foundation Type regardless of as built dimensions of foundation and shall not be paid additional compensation for concrete overage.
11. The Engineer may, in some cases, specify an elevation difference between the top of stub plates at a specified pre-staked assembly, which shall be obtained by the Contractor at the time that the foundations are placed. No additional compensation will be paid to the Contractor for this.
12. The WVDOH District Construction Office shall provide inspection for Work Order Releases as part of this Contract if necessary. If inspection is to be provided, the Contractor shall coordinate their work with the District(s) responsible for inspection. This shall include notifying the pertinent District(s) a minimum of seven (7) days prior to beginning work.

MEASUREMENT

1. At each assembly, the Contractor shall, upon completion of the assembly, determine the elevation of each of the stub plates. The elevation shall be taken from the top of the stub plate and shall be relative to the elevation at the edge of pavement. Elevations shall be reported and transmitted on the attached **"Statewide Sign Foundation Installation Contract - Foundation Elevation Sheet"**.
2. The stub/foundation closest to the roadway shall be designated stub/foundation "A". The next stub/foundation shall be designated "B", and so forth.
3. The Contractor shall denote the elevation difference (+/-) in elevation from the edge of pavement to the top of each stub plate in units of inches. Positive (+) measurements shall indicate that the top of the stub plate is above the edge of pavement. Negative (-) measurements shall indicate that the top of the stub plate is below the edge of pavement.
4. This information shall be normally be transmitted to the WVDOH-TED within three (3) days after all work is completed on a particular Work Order Release. If required by the Engineer, the Contractor shall submit elevations for all foundations completed on the current Work Order Release at the time of the request within three (3) days of the request.
5. Occasionally, the Contractor may be required to obtain additional measurements pertinent to the installed assembly, such as post lengths for existing assemblies. Such requirements shall be noted on the Work Order Release and shall be reported on the elevation reporting sheet.

MAINTENANCE OF TRAFFIC NOTED

1. Maintenance of traffic shall be in accordance with Section 636 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000 and the manual, "Traffic control for Street and Highway Construction Operations," November 1994. All traffic control shall be inclusive within the bid price of each foundation.
2. It shall be the Contractors' responsibility to coordinate traffic control with any adjacent or overlapping project. This coordination shall be done through the Engineer to insure that any closure shall not conflict with any other closure.

COMPLETION AND PAYMENT

1. The Contractor shall have sixty (60) calendar days to complete work for requests of twenty (20) to one-hundred (100) total foundations. The Contractor shall have forty-five (45) calendar days to complete work for requests of one (1) to nineteen (19) total foundations.
2. Days allowed to completion shall begin on the last day allowed for completion of the previous Work Order Release, or on the last day of work on the previous Work Order Release, whichever is soonest. If the next Work Order Release is not released prior to completion of the previous Work Order Release, days allowed to completion shall begin upon the date of release of the Work Order Release to the Contractor or a later agreed upon date between the Engineer and the Contractor.
3. The Contractor is to submit an invoice for full payment after the entire Work Order Release is complete. There shall be no partial payments.
4. The Contractor shall be assessed liquidated damages per District per calendar day in the amount indicated in section 108.7 of the Standard Specifications.
5. When sign foundations are required to be installed, the WVDOH TED will release the work order to the Contractor. The Contractor shall have fifteen (15) calendar days to begin work. The Contractor is entitled to mobilization payment in each District only once per Work Order Release except in the event the Engineer directs work to be done in another District before completion of work in a given District, or if the Engineer adds work to a particular District on a particular Work Order Release after the Contractor has completed the original specified work in the subject District. The Engineer may, in some cases, direct the Contractor as to the sequence that Districts shall be completed on a given Work Order Release involving multiple Districts. No additional compensation will be paid to the Contractor for this.

CONTRACT FAMILIARIZATION MEETING

The WVDOH-TED may require the successful bidder to attend a project familiarization meeting to be held in Charleston, WV between Traffic Engineering Personnel and the successful Contractor, within seven (7) calendar days of the letting date of this Contract.

DESCRIPTION OF BID ITEMS

- Bid Item 1: "Mobilization Per District" shall consist of the payment of one unit of this Item per each occurrence that the Contractor is directed to install one or more foundations in a particular District.
- Bid Item 2: "Plastic Delineator Post" shall consist of the installation of a yellow 54 inch soil mounted flexible delineator post with red sheeting, when indicated, directly in front of a foundation installed under Bid Items 3 through 6.
- Bid Item 3: "Class B Concrete Footing, Reinforced, Roadside, Type I" shall consist of the complete installation of a Class B concrete sign support foundation, including stub post or anchor bolts and reinforcement steel, where the plan volume of the sign support foundation shall be greater than 1.00 CY and equal to or less than 1.20 CY. W10 sign support foundations shall be considered Type I foundations.
- Bid Item 4: "Class B Concrete Footing, Reinforced, Roadside, Type II" shall consist of the complete installation of a Class B concrete sign support foundation, including stub post or anchor bolts and reinforcement steel, where the plan volume of the sign support foundation shall be greater than 0.70 CY and equal to or less than 1.00 CY. W8 sign support foundations shall be considered Type II foundations.
- Bid Item 5: "Class B Concrete Footing, Reinforced, Roadside, Type III" shall consist of the complete installation of a Class B concrete sign support foundation, including stub post or anchor bolts and reinforcement steel, where the plan volume of the sign support foundation shall be greater than 0.30 CY and equal to or less than 0.70 CY. W6 sign support foundations shall be considered Type III foundations.
- Bid Item 6: "Class B Concrete Footing, Reinforced, Roadside, Type IV" shall consist of the complete installation of a Class B concrete sign support foundation, including stub post or anchor bolts and reinforcement steel, where the plan volume of the sign support foundation shall be equal to or less than 0.30 CY. S4 sign support foundations shall be considered Type IV foundations.

ESTIMATED QUANTITIES

Estimated quantities by District are as follows:

DISTRICT	ITEM 1 MOB.	ITEM 2 DEL.	ITEM 3 TYPE I	ITEM 4 TYPE II	ITEM 5 TYPE III	ITEM 6 TYPE IV
1	2	4	2	5	11	27
2	2	8	2	5	12	18
3	3	18	5	15	13	18
4	2	5	4	6	10	8
5	3	18	3	11	8	8
6	2	5	0	8	4	7
7	2	3	0	4	12	15
8	2	2	2	5	12	7
9	1	2	2	6	4	16
10	2	5	0	4	4	6
TOTAL	20	70	20	70	90	130

BID SCHEDULE

The following estimated quantities are for bid purposes only. Actual quantities will be determined by needs of the West Virginia Division of Highways and may be increased or decreased:

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	20	Mobilization Per District	1,250.00	25,000.00
2	70	Plastic Delineator Post	50.00	3,500.00
3	15	Class B Concrete Footing, Reinforced, Roadside, Type I	2,800.00	42,000.00
4	70	Class B Concrete Footing, Reinforced, Roadside, Type II	2,700.00	189,000.00
5	90	Class B Concrete Footing, Reinforced, Roadside, Type III	2,600.00	234,000.00
6	130	Class B Concrete Footing, Reinforced, Roadside, Type IV	2,500.00	325,000.00
CONTRACT TOTAL →				818,500.00

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we **Penn Line Service, Inc.,**
P.O. Box 462, 300 Scottdale Avenue, Scottdale, Pennsylvania 15683 , Principal,
and **Western Surety Company**
P. O. Box 2872, Pittsburgh, PA 15230 , Surety, are held and firmly bound
unto "State Of West Virginia" , Obligees,
in the sum of **Five Percent (5%) of Amount Bid**

FORTY ONE THOUSAND DOLLARS AND 00/100----- Dollars (\$ **41,000.00**),
for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligees on a contract
for
Various Co., WV
Bid: August 8, 2007 - 1:30 PM
RFQ #858C2003

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within
such time as may be specified, enter into the contract in writing and give such bond or bonds as
may be specified in the bidding or contract documents with surety acceptable to Obligees; or if
Principal shall fail to do so, pay to Obligees the damages which Obligees may suffer by reason of
such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to
remain in full force and effect.

Signed, sealed, and dated this 7th day of August 2007

Attest:

Michael Mongell
Michael Mongell, Asst. Secretary

PENN LINE SERVICE, INC.

Principal

By: x Paul Mongell (Seal)
Paul Mongell, President

WESTERN SURETY COMPANY

Surety

Witness:

Lynn Marie Brucker
Lynn Marie Brucker,
Witness

By: Kathleen A. Barrick (Seal)
Kathleen A. Barrick, Attorney-in-Fact

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

Yvonne A Clark, Donald L De Furio, Joseph J Korpa, Kathleen A Barrick, Individually

of Scottsdale, PA, 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 Senior Vice President and its corporate seal to be hereto affixed on this 25th day of November, 2003.



WESTERN SURETY COMPANY

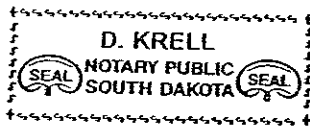
Paul T. Bruffat

Paul T. Bruffat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss.

On this 25th day of November, 2003, before me personally came Paul T. Bruffat, 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 Senior 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
November 30, 2006



D. Krell

D. Krell, 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 7th day of August, 2007.



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.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV005211

Classification:

ELECTRICAL
SPECIALTY

PENN LINE SERVICE INC
PO BOX 462
SCOTSDALE, PA 15683-0462

Date Issued

Expiration Date

SEPTEMBER 18, 2006

SEPTEMBER 18, 2007

Paul Monnell

Authorized Company Signature

Michael A. Carl

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.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

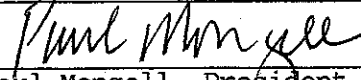
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Penn Line Service, Inc.

Authorized Signature:  Date: August 7, 2007
Paul Mongell, President