

BID OR PROPOSAL

Park: Chief Logan
Project: Recreation Center
County: Logan

Name of Bidder:

BBL Carlton, LLC

Address of Bidder:

900 Lee Street, East
Suite 1400
Charleston, WV 25301

Phone Number of Bidder:

(304) 345-1300

WV Contractors License
No.

WV028886

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$4,558,000.00
~~24,358,000.00~~

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Four Million Five Hundred Fifty
Eight Thousand Dollars

ADD ALT. #1 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$184,000.00

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ADD ALT. #1 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

One Hundred Eighty Four Thousand Dollars

ADD ALT. #2 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$195,000.00

ADD ALT. #2 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

One Hundred Ninety Five Thousand Dollars

ADD ALT. #3 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$72,000.00

ADD ALT. #3 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Seventy Two Thousand Dollars

ADD ALT. #4 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$95,000.00

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ADD ALT. #4 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Ninety Five Thousand Dollars

ADD ALT. #5 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$159,000.00

ADD ALT. #5 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

One Hundred Fifty Nine Thousand Dollars

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 365 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$500 per day.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

Upon receipt of the Owner's written notice of acceptance of this bid, the Bidder agrees that he shall execute and deliver the documents along with insurance certificates as set forth in the Bidding Documents to the Owner within ten (10) consecutive calendar days, or the Bidder may forfeit the security deposited with this bid.

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time

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of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to five percent (10%) will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

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ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my bid or proposal.

Addendum No.	Date
1	10/18/07
2	11/01/07
3	11/04/07
4	11/13/07
5	11/19/07

I understand that failure to confirm the receipt of the Addendum is cause for rejection of my bid or proposal.

Respectfully submitted:

Date:

WV Vendor Registration Number:

By: (signature in ink)

Title:

Firm Name:

Firm Address:

RECEIVED Agency Division of Natural Resources
BBL CARLTON, LLC REQ.P.O# DNRB0044

BID BOND 2007 NOV 26 PM 12:00

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, BBL-Carlton, LLC
of 900 Lee Street E, Suite 1400, Charleston, WV 25301, as Principal, and Travelers Casualty and Surety Company
of America of One Tower Square, Hartford, CT 06183, a corporation organized and existing under the laws of the State of
Connecticut with its principal office in the City of Hartford, Connecticut, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Attached Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
New Recreational Center at Chief Logan State Park, RFO #DNR 90044

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
28th day of November, 2007.

Principal Corporate Seal

BBL-Carlton, LLC

(Name of Principal)

By

Kevin J. Gleason
(Must be President or
Vice President)

Kevin J. Gleason, Authorized Agent of BBL, LLC
Member of BBL-Carlton, LLC

(Title)

Travelers Casualty and Surety Company
of America

(Name of Surety)

Surety Corporate Seal

T. R. Tyrrell

Attorney-in-Fact

T. R. Tyrrell, Attorney-in-Fact

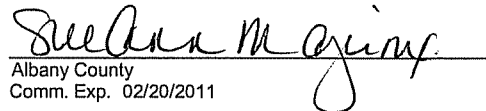
**IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

**ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT - IF LIMITED LIABILITY COMPANY**

State of New York,
County of Albany} ^{ss.}

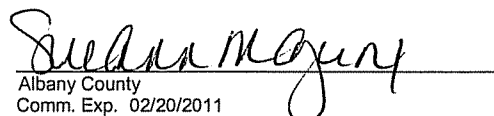
On this 28th day of November, 2007, before me personally appeared Kevin J. Gleason, to me known, who, being by me duly sworn, did depose and say: That he/she resides in Altamont, New York; that he is an Authorized Agent of BBL, LLC, Member of BBL-Carlton, LLC, a Limited Liability Company, the Company described in and which executed the foregoing instrument; that he executed the foregoing instrument as the act and deed of said Company; and that he had the requisite authority to do so.


Albany County
Comm. Exp. 02/20/2011

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York,
County of Albany} ^{ss.}

On this 28th day of November, 2007, before me personally appeared T. R. Tyrrell; to me known, who, being by me duly sworn, did depose and say: That he/she resides in the City of Albany, New York; that he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, Connecticut, a corporation, created, organized and existing under and by virtue of the laws of the state of Connecticut, upon oath did say that the corporate seal affixed to the attached instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.


Albany County
Comm. Exp. 02/20/2011

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2006

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 114,080,781	UNEARNED PREMIUMS	\$ 724,600,436
BONDS	2,912,711,671	LOSSES	872,911,763
STOCK	14,885,186	LOSS ADJUSTMENT EXPENSES	128,765,164
INVESTMENT INCOME DUE AND ACCRUED	34,078,331	COMMISSIONS	28,073,926
PREMIUM BALANCES	166,167,298	TAXES, LICENSES AND FEES	21,233,762
REINSURANCE RECOVERABLE	3,954,977	OTHER EXPENSES	30,823,025
NET DEFERRED TAX ASSET	42,796,280	DIVIDENDS	7,080,260
CEDED DEPOSIT ASSET	6,194,022	CURRENT FEDERAL AND FOREIGN INCOME TAXES	38,726,832
STATE SURCHARGES RECEIVABLE	149,430	CEDED REINSURANCE NET PREMIUMS PAYABLE	(4,981,682)
OTHER ASSETS	(4,414,060)	FUNDS HELD UNDER REINSURANCE TREATIES	99,054,332
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	39,095,839
		REMITTANCES AND ITEMS NOT ALLOCATED	60,285,233
		PROVISION FOR REINSURANCE	5,627,014
		PAYABLE TO PARENT, SUBSIDIARIES & AFFILIATES	86,256,776
		PAYABLE FOR SECURITIES	4,875,100
		RETROACTIVE REINSURANCE RESERVE ASSUMED	20,845,771
		OTHER ACCRUED EXPENSES AND LIABILITIES	119,334
		TOTAL LIABILITIES	\$ 2,163,613,785
		CAPITAL STOCK	\$ 6,000,000
		PAID IN SURPLUS	303,297,402
		OTHER SURPLUS	818,603,349
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,127,900,751
TOTAL ASSETS	\$ 3,291,414,536	TOTAL LIABILITIES & SURPLUS	\$ 3,291,414,536

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD)SS.
 CITY OF HARTFORD)

LAWRENCE A. SIUTA, BEING DULY SWORN, SAYS THAT HE IS CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS, OF TRAVELERS CASUALTY SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2006.

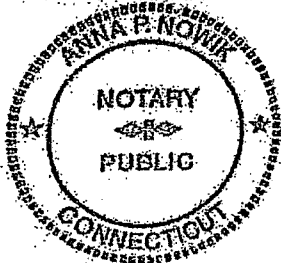
L. A. Siuta

CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS

Anna P. Nowik

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29TH DAY OF MARCH, 2007



Anna P. Nowik Notary Public
 My Commission Expires June 30, 2011

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218503

Certificate No. 001955102

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. C. Leach, F. E. O'Brien Jr., K. J. Furlong, P. J. Clyne, T. M. Tyrrell, T. R. Tyrrell, C. E. Antoinette, and P. D. Tobin

of the City of Albany, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Any and all consents required by the Department of Transportation, or the Orlando-Orange County Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of April, 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 5th day of April, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

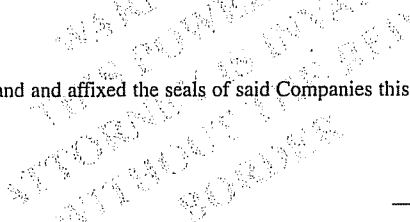
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of November, 2007.



Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.