



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  
**EBA125**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**SHELLY MURRAY  
 304-558-8801**

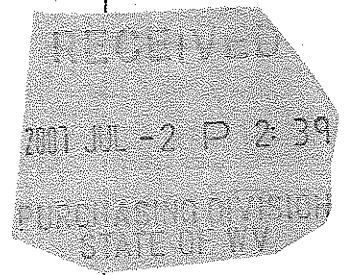
**\*219151800      304-252-6613**  
**DEAN PAVING CO INC**  
**PO BOX 244**  
**VALLEY ROAD**  
**PROSPERITY WV 25909**

**EDUCATIONAL BROADCASTING  
 AUTHORITY**  
**600 CAPITOL STREET**  
**CHARLESTON, WV**  
**25301-1223      304-558-3400**

DATE PRINTED <b>06/05/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/03/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY IS CONTRACTING FOR REPAIRING, PAVING, SEALING OF DRIVEWAY AND PARKING AREA OF THE WEST VIRGINIA PUBLIC BROADCASTING FACILITY LOCATED AT 124 INDUSTRIAL PARK DRIVE, BEAVER, WV AS PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID CONFERENCE IS SCHEDULED FOR 6/21/2007 AT 10:00 AM AT 124 INDUSTRIAL PARK DRIVE, BEAVER, WV.</p> <p>NOTE: FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL AUTOMATICALLY DISQUALIFY A BIDDER FROM RECEIVING THE CONTRACT.</p> <p>INQUIRIES:          WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 06/25/2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:</p> <p style="text-align: center;"> <b>SHELLY MURRAY          DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25311          FAX: 304-558-4115          EMAIL: SMURRAY@WVADMIN.GOV</b> </p> <p>ATTACHMENTS: SPECIFICATIONS          PURCHASING AFFIDAVIT</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Curtis Stoner</i>	TELEPHONE <b>304-252-6613</b>	DATE <b>6-25-07</b>	
TITLE <b>Estimator</b>	FEIN <b>550706254</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		988-68		
PAVING: DRIVEWAYS, PARKING LOTS, TENNIS COURTS  EXHIBIT 5  NOTICE TO PROCEED: THIS CONTRACT IS TO BE COMPLETED PRIOR TO 08/31/2007. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.  CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.  WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR RALEIGH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)  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.  WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.  ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT						

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<p>OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p>						

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				<p><b>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</b></p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE</p>		

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				<p><b>SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</b></p> <p><b>REV. 3/88</b></p> <p><b>EXHIBIT 9</b></p> <p><b>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</b></p> <p><b>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</b></p> <p><b>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</b></p> <p><b>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</b></p> <p><b>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</b></p>		

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<b>CONTRACTORS LICENSE</b>						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: <b>DEAN PAVING CO., INC.</b>						
CONTRACTORS LICENSE NO.: <b>WV011623</b>						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
<b>APPLICABLE LAW</b>						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS						

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## **Request for Quotation EBA125**

### **Specifications**

Repairing, paving, and sealing of driveway and parking area of WV Public Broadcasting facility located at 124 Industrial Park Drive, Beaver, WV, as per below specifications.

- 1) Prevailing wage rate job of Raleigh County, WV area.
- 2) Personally inspect the job site to prepare bid; Pre-Bid conference.
- 3) Mill tie-in joints where necessary in area to pave.
- 4) Remove wheel stops, then clean & edge area to pave.
- 5) Install a leveling course of Wearing 1 asphalt to this area & compact.
- 6) Install 2" (on average) of Wearing 1 asphalt to 16,395 square feet of parking lot.
- 7) Clean & edge area to seal coat.
- 8) Apply seal coat to 25,195 square feet of parking lot & roadway.

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 exceeds 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.

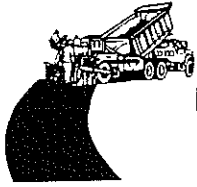
**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing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

Authorized Signature: *Curtis Storer*

Date: 6/22/07



**DEAN PAVING CO., INC.**  
 P.O. Box 244  
 Prosperity, West Virginia 25909  
 (304) 252-6613  
 FAX (304) 253-7545

# PROPOSAL

Date 6 /22 /07 Page No. 1 of 1 Pages

To: WV PURCHASING DIVISION  
2019 WASHINGTON ST. EAST  
PO BOX 50130  
CHARLESTON, WV 25305-0130

JOB NAME/NO. WV PUBLIC BROADCASTING	
LOCATION 124 INDUSTRIAL PARK DRIVE	
BEAVER, WV	
PHONE	WORK 254-7847
CELL	FAX 254-7879

We hereby submit specifications and estimates for: **ASPHALT PAVING - EBA125**

1. MILL TIE-IN JOINTS WHERE NECESSARY IN AREA TO PAVE.
2. REMOVE WHEEL STOPS, THEN CLEAN AND EDGE AREA TO PAVE.
3. INSTALL A LEVELING COURSE OF WEARING I ASPHALT TO THIS AREA & COMPACT.
4. INSTALL 2" (ON AVERAGE) OF WEARING I ASPHALT TO 16,395 SQUARE FEET OF PARKING LOT.
5. CLEAN & EDGE AREA TO SEAL COAT.
6. APPLY SEAL COAT TO 25,195 SQUARE FEET OF PARKING LOT & ROADWAY.

**ANY SOFT AREAS ENCOUNTERED WILL BE AN ADDITIONAL CHARGE**

**WE PROPOSE** hereby to furnish material and labor – complete in accordance with these specifications, for the sum of:  
TWENTY FIVE THOUSAND NINE HUNDRED THIRTY DOLLARS AND 20/100 dollars (\$ 25,930.20 ).  
 Payable as follows:  
NET 30 DAYS

All workmanship and material is guaranteed for 1 year. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Curtis Stover*  
 (Curtis Stover, Estimator)  
 NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL** – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

General  
Power  
of Attorney

POWER NO. 4751081 02

**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

**JAMES E. LIVELY, JR., MICHAEL W. LIVELY, ANN D. CHAFIN, BEVERLY H. OXLEY, JAMES F. BOWER, LINDA K. BARTLETT, THOMAS C. BOOTH, JOINTLY OR SEVERALLY**

of **OAK HILL** 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, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000)---**

**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 **Senior Executive** and their corporate seals to be hereto affixed this **14th** day of **MAY** A.D., **2003**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

State of Ohio  
County of Medina ss.:

By: *Richard L. Kinnaird, Jr.*  
**Richard L. Kinnaird, Jr., Senior Executive**

On this **14th** day of **MAY** A.D., **2003**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **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



State of Ohio  
County of Medina ss.:

*William J. Kahelin*  
**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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 **June** A.D., **2007**



*Frank A. Carrino*  
**Frank A. Carrino, Secretary**

Bid or  
Proposal  
Bond

# Ohio Farmers Insurance Company

Westfield Group<sup>SM</sup> One Park Circle, P O Box 5001  
Westfield Center, Ohio 44251-5001

KNOW ALL MEN BY THESE PRESENTS, that we, DEAN PAVING COMPANY, INC  
PO BOX 244, PROSPERITY, WV 25909 as Principal, and  
the OHIO FARMERS INSURANCE COMPANY, an Ohio Corporation, with its principal office at Westfield Center,  
Ohio, as Surety, are held and firmly bound unto WV PURCHASING DIVISION, 2019 WASHINGTON ST. EAST,  
PO BOX 50130, CHARLESTON, WV 25305-0130, as Obligee, in  
the penal sum of ONE THOUSAND TWO HUNDRED NINETY SIX AND 51/100 DOLLARS,  
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves,  
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for PAVING AND/OR RESURFACING AT WV PUBLIC  
BROADCASTING, 124 INDUSTRIAL PARK DRIVE, BEAVER, WV - REQ NUMBER EBA125;

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a contract  
and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety shall pay the  
Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered into in good  
faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the Principal, then this  
obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 22ND day of JUNE, 2007.

JOSEPH W. DEAN - DEAN PAVING CO., INC.

Principal

By: 

JOSEPH W. DEAN

**Ohio Farmers Insurance Company**

By: 

ANN D. CHAFIN

Attorney-in-fact