

Bid Form

Renovation of TB Unit at Pinecrest Hospital

Bid Proposal of Improvements Unlimited LLC
(hereafter called "Bidder") organized and existing under the laws of the State of West Virginia and doing business as LLC

(*Insert "A Corporation", "A Partnership", or "An Individual")

To the West Virginia Department of Health and Human Resources (hereafter called "Owner"):

The Bidder, in compliance with your Notice to Contractors soliciting bonafide bids for the Renovation of TB Unit at Pinecrest Hospital, Beckley, West Virginia, having examined the Bidding Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the Project including the availability of materials and labor, hereby proposes to provide all labor, materials, tools and equipment necessary to complete the construction of the Project in accordance with the Bidding Documents (of which this Bid Form is a part), within the time set forth herein, and at the prices stated below.

The Contractor hereby agrees to commence work on the Project on or before a date to be specified in a written "Notice to Proceed" of the Owner. The Contractor agrees to fully complete the Renovation of TB Unit at Pinecrest Hospital in 300 calendar days. The Contractor also agrees, for each calendar day of delay in completion of the Project beyond the stated length construction period to be liable for and pay to the Owner liquidated damages in the amount of \$750.00 per day, subject to allowances for delays beyond the control of the Contractor, all reasons for delays properly documented and verified.

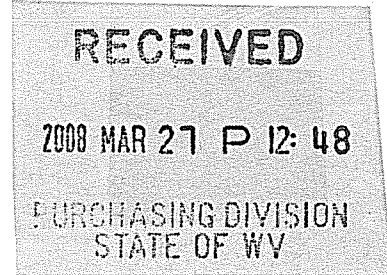
The Bidder acknowledges receipt of the following Addenda:

1 2 3 4 5

BASE BID PROPOSAL: The Bidder agrees to complete all Base Bid Proposal work on the Project, as required by the Bidding Documents for the following Sum;
One Million Eight Hundred Eighty-Four Thousand Seven Hundred Six and 00/100 (\$ 1,884,706.00)
(Show amount in both words and figures)

In the event of a discrepancy between the wording of the Base Bid amount and the figure of the Base Bid amount, the wording shall govern.

Bid Form
Page 1 of 3
Renovation of TB Unit at Pinecrest Hospital



Deductive Alternate No. 1: Omit Medical Gas System and associated power in its entirety. See Plumbing and Mechanical Drawings.

Twenty-Five Thousand and ^{no}/₁₀₀ DEDUCT(\$ 25,000.00)
(Show amount in both words and figures)

Deductive Alternate No. 2: Omit roof replacement.

Seventy Thousand and ^{no}/₁₀₀ DEDUCT(\$ 70,000.00)
(Show amount in both words and figures)

In the event of a discrepancy between the wording of the Alternate amount(s) and the figure of the Alternate amounts(s), the wording shall govern.

UNIT PRICES:

The Unit Prices shall determine the value of extra Work or changes in the Work, as applicable. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead, and profit. Unit prices shall be used uniformly for additions or deductions.

A. Unit Price No. 1 – Asbestos Abatement

Description: Unit Prices for asbestos abatement / disposal should any asbestos-containing materials be identified after project commences, according to Appendix 1 "Asbestos Abatement":

Unit Price 1a. Floor tile (without mastic): \$ 3.25 / Square Foot
 Unit Price 1b. Floor tile (with mastic): \$ 3.90 / Square Foot
 Unit Price 1c. Window Glazing: \$ 12.75 / Linear Foot
 Unit Price 1d. Roofing: \$ 3.00 / Square Foot
 Unit Price 1e. Pipe Insulation \$ 21.50 / Linear Foot
 Unit Price 1f. Duct Wrap: \$ 15.50 / Square Foot
 Unit Price 1g. Plaster \$ 6.50 / Square Foot

B. Unit Price No. 2 – Plaster Patching

Description: Patch and repair existing exposed plaster walls and ceilings where damaged or cracked.

\$ 12.00 / Square Foot

C. Unit Price No. 3 – Roof Deck Replacement

Description: Remove and replace existing damaged or defective roof decking with metal decking.

\$ 16.00 / Square Foot

FAILURE TO PROVIDE COMPLETELY FILLED-IN DATA FOR ALL OF THE ALTERNATES AND UNIT PRICES INDICATED ABOVE WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE.

The Bidder understands that, depending upon the availability of funds, the Owner may, at its own discretion, include Alternate work in the contract awarded. The Bidder further understands that it is the intent of the Owner to award a contract on the basis of lowest Base Bid amount or the lowest Base Bid amount minus the Deductive Alternate as may solely benefit the Owner.

The Bidder has enclosed a Bid Bond for not less than 5% of the bid proposal price indicated above.

Upon receipt of written Notice of the acceptance of this bid, the Bidder agrees to promptly furnish, within 15 calendar days of Notice, satisfactory Performance and Labor and Material Payment Bonds in the amount of the Contract Price.

Respectfully submitted for:

Improvements Unlimited, LLC
(Firm Name)

Contractor's WV License Number:

WV 003431

(Pursuant to the WV Contractor Licensing Act 1991, 21-11-11)

By:

William J. Egan Pres
(Signature & Title)

WV Business Registration Number:

1048-8851

Business Address:

P.O. Box 37 Herona, WV 25971

SEAL (If Bid is by a Corporation)

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 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: Improvements Unlimited LLC

Authorized Signature: Wileen Is Egan Date: 3-21-08



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

Request for Quotation

REQ NUMBER	PSH80197
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ADDRESS CORRESPONDENCE TO ATTENTION OF	ROBERTA WAGNER 304-558-0067
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RFQ COPY
 TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801 304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/10/2008				
BID OPENING DATE: 03/27/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
1. TO MOVE BID OPENING DATE OUT FROM 3/11/2008 TO 3/27/2008.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: PSH80197						
ADDENDUM ACKNOWLEDGEMENT:						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-287-1266	3-27-08
TITLE	PEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Owner	56-2960758	

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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
 PSH80197

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 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801 304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/10/2008				
BID OPENING DATE: 03/27/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.		
				SIGNATURE <i>William S. Eng</i> Improvements Unlimited, LLC COMPANY 3-27-08 DATE		
0001	1	JB		910-65		
				RENOVATION OF THE TB UNIT AT PINECREST HOSPITAL		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *William S. Eng* TELEPHONE: 304-487-1206 DATE: 3-27-08
 TITLE: Director FEIN: 562562758 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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RFQ NUMBER:
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1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

RFQ COPY
TYPE NAME/ADDRESS HERE

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HEALTH AND HUMAN RESOURCES
PINECREST HOSPITAL
105 SOUTH EISENHOWER DRIVE

BECKLEY, WV
25801 304-256-6614

DATE PRINTED: 03/13/2008
TERMS OF SALE:
SHIP VIA:
FOB:
FREIGHT TERMS:
BID OPENING DATE: 03/27/2008
BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 5 1. TO PROVIDE CORRECT BID FORM PER THE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: PSH80197 ADDENDUM ACKNOWLEDGEMENT: I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S; NO. 1 NO. 2 NO. 3 NO. 4 NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS
SIGNATURE: *William D. ...* TELEPHONE: 304-487-1266 DATE: 3-27-08
TITLE: OWNER FEIN: 56-2560758 ADDRESS CHANGES TO BE NOTED ABOVE

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



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
 BSH80197

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067


RFQ COPY
 TYPE NAME/ADDRESS HERE


VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801 304-256-6614

DATE PRINTED 03/13/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE 03/27/2008	BID OPENING TIME 01:30PM			

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE Improvements Lin. Limited, LLC COMPANY 3-27-08 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 5</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 304-487-1266	DATE 3-27-08	
TITLE Owner	FEIN 56-2562758	ADDRESS CHANGES TO BE NOTED ABOVE	

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

Colonial Surety Company

Administrative Office
50 Chestnut Ridge Road
Montvale, NJ 07645
201-573-8788

BID BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-310(Feb.1970 Edition)

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Improvements Unlimited, LLC, Lerona, WV

as Principal, hereinafter called the Principal, and COLONIAL SURETY COMPANY, a corporation
duly organized under the laws of the Commonwealth of Pennsylvania, as Surety, hereinafter
called the Surety, are held and firmly bound unto
WV Dept of Health & Human Resources, Beckley, WV
as Obligee, hereinafter called the Obligee, in the sum of
5% of amt bid not to exceed \$95,000.00

for the payment of which sum well and truly to be made, the said Principal and the said Surety,
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Renovation of TB Unit at Pinecrest Hospital

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall
enter into a Contract with the Obligee in accordance with the terms of such bid, and give such
bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient
surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger
amount for which the Obligee may in good faith contract with another party to perform the Work
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force
and effect.

Signed and sealed this 27th day of March 2008.

Witness: *Lana Johnson*
Lana Johnson

Improvements Unlimited, LLC
(Principal) (Seal)

William J. Eury
(Title)

Witness: *Lana Johnson*
Lana Johnson

COLONIAL SURETY COMPANY
Anthony J. Cimasko
Anthony J. Cimasko (Attorney-in-Fact)

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania
Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

Montvale NJ 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.

Anthony J. Cimasko

Any and All Bonds
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the 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 the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary 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:

"Section 1. Attorney-in-Fact. 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 binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its _____ President and its corporate seal to be hereto affixed the 8th day of September, A.D., 2006.

State of New Jersey }
County of Bergen } SS.:



COLONIAL SURETY COMPANY

By Wayne Nunziata
Wayne Nunziata, President

On this 8th day of September, in the year 2006, before me
Theresa Simmons, a notary public, personally appeared
Wayne Nunziata, personally known to me to be the person who
executed the within instrument as President, on behalf of the corporation therein named and
acknowledged to me that the corporation executed it.



THERESA SIMMONS
A Notary Public of New Jersey
My Commission Expires September 2, 2010

Theresa Simmons
Theresa Simmons Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 27th day of March, 2008.

For verification of the authenticity of this Power of Attorney you may call (201) 573-6788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

Frederick S. Gallo
Frederick S. Gallo, Secretary

State of West Virginia

County of Mercer

AND NOW, this 27th day of March, in the calendar year of 2008, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Anthony J. Cimasko, attorney-in-fact and Vice President of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of West Virginia
My Commission Expires on 8-21-17

Notary Public in and for the

County of Mercer
State of West Virginia

Lana G. Johnson
NOTARY PUBLIC

