

BID FORM

DATED: September 15, 2008
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address) Lepi Enterprises, Inc.
630 G.W. Morse Street Zanesville, OH 43701
WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 001019

SUBMITTED TO: State of West Virginia
Finance and Administration
Purchasing Division

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for the:

**RENOVATIONS TO STATE OFFICE BUILDING NO. 5 - 10TH FLOOR
WEST VIRGINIA CAPITAL COMPLEX
DEMOLITION AND ABATEMENT PACKAGE
CHARLESTON, WEST VIRGINIA**

all in accordance with the drawings and specifications as prepared by ZMM, Inc., 222 Lee Street West, Charleston, West Virginia 25302, as follows:

BASE BID:

For the sum of: Five Hundred Eighty-four Thousand Two Hundred
Seven & 00/100 Dollars (\$ 584,207.00).

It is hereby certified that the undersigned is the only person(s) interested in this bid as principal, and the bid is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

Bidder acknowledges receipt of the following addenda: (Please list by number and date)

1 - 8/18/08 _____
2 - 9/10/08 _____

RECEIVED

2008 SEP 16 A 10: 02

PURCHASING DIVISION
STATE OF WV

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all bids, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The bidder hereby agrees to commence work under this contract on or before a date to be stipulated in the written Notice to Proceed by the Owner and to fully complete the scope of this contract in accordance with the Project Schedule and in sufficient time to permit FINAL COMPLETION of the entire project 90 days after the written Notice to Proceed.

Liquidated damages will be assigned at the rate of \$500 per day for every calendar day, beyond the time period stated herein, that the work of this contract remains incomplete.

THE CONTRACT AMOUNT STATED ABOVE INCLUDES ALL APPLICABLE SALES TAXES, EXCISE AND OTHER TAXES FOR MATERIALS AND APPLIANCES SUBJECT TO AND UPON WHICH TAXES ARE LEVIED.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this bid is genuine and is not sham, collusive, or fraudulent; (2) this bid is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this bid is accepted.

SIGNATURE OF BIDDER:

Firm: Lepi Enterprises, Inc.

By: 

Address: 630 G.W. Morse Street

Title: Secretary/Treasurer

Address: Zanesville, OH 43701

Phone: 740-453-2980

END OF BID FORM

References:

Reference Name: Tom Wank, Elliot Environmental
Position: Consultant
Address: 319 Shawnee Trail Dayton, OH 45458
Telephone Number: 937-776-3535
Project Name: Montgomery Co. Common Pleas Court
Project Description: Asbestos Abatement

Reference Name: Kevin Blallogg, Smoot Construction
Position: Construction Manager
Address: 1907 Leonard Ave Columbus, OH 43219
Telephone Number: 614-251-1039
Project Name: Columbus East High School
Project Description: Asbestos Abatement

Reference Name: Ken Caldwell, Tackett Environmental
Position: Consultant
Address: 8791 Wildwood Place Springboro, OH 45066
Telephone Number: 937-429-3825
Project Name: Greenville High School
Project Description: Asbestos Abatement

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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 is in compliance with the requirements as stated.

Vendor's Name: Lepi Enterprises, Inc.

Authorized Signature:  Date: September 15, 2008

Jeffrey R. Lepi, Secretary/Treasurer

Agency _____
REQ. P. O.# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Lepi Enterprises, Inc.
of 630 GW Morse St., Zanesville, OH 43702, as Principal, and International Fidelity Insurance Co.
of One Newark Center, 20th Floor, Newark, NJ, a corporation organized and existing under the laws of the State of New Jersey
with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) 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 Renovations to State Office Building No. 5, 10th Floor - Demolition & Abatement

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

16 day of September, 2008

Principal Corporate Seal

Lepi Enterprises, Inc.
(Name of Principal)
By [Signature]
(Must be President or Vice President)

President
(Title)

Surety Corporate Seal

International Fidelity Insurance Company
(Name of Surety)

[Signature]
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.

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

WILLIAM A. HARTMAN, LINDA S. SELLERS, DENNIS J. VOGELSBERGER, HALLE K. DEROCHE

Independence, OH.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

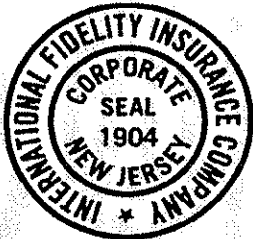
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



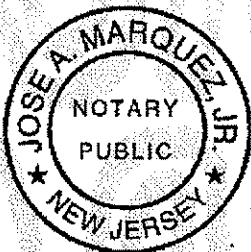
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16 day of September, 2008

Assistant Secretary

INTERNATIONAL FIDELITY INSURANCE COMPANY
 ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2007

ASSETS

Bonds (Amortized Value)	\$88,913,221
Common Stocks (Market Value)	18,170,832
Mortgage Loans on Real Estate	1,111,500
Cash & Bank Deposits	46,453,412
Short Term Investments	4,039,006
Unpaid Premiums & Assumed Balances	4,488,967
Reinsurance Recoverable from Reinsurers	631,946
Electronic Data Processing Equipment	135,990
Investment Income Due and Accrued	1,253,680
Net Deferred Tax Assets	3,250,000
Other Assets	<u>2,245,354</u>
TOTAL ASSETS	<u>\$170,693,907</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$15,493,530
Loss Adjustment Expenses	4,242,428
Contingent Commissions & Other Similar Charges	116,728
Other Expenses (Excluding Taxes, Licenses and Fees)	4,960,927
Taxes, Licenses & Fees (Excluding Federal Income Tax)	1,252,929
Current Federal & Foreign Income Taxes	645,000
Unearned Premiums	29,522,449
Ceded Reinsurance Premiums Payable	1,931,511
Funds Held by Company under Reinsurance Treaties	5,068
Amounts Withheld by Company for Account of Others	26,183,176
Provisions for Reinsurance	<u>7,409</u>
TOTAL LIABILITIES	<u>\$84,361,155</u>
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Note	16,000,000
Unassigned Funds (Surplus)	<u>68,458,153</u>
Surplus as Regards Policyholders	<u>\$86,332,752</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$170,693,907</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2007, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 26th day of February 2008.

INTERNATIONAL FIDELITY INSURANCE COMPANY

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001019

Classification:

GENERAL BUILDING
ASBESTOS REMOVAL

LEPI ENTERPRISES INC
PO BOX 457
ZANESVILLE, OH 43702-0457

Date Issued

Expiration Date

SEPTEMBER 15, 2008

SEPTEMBER 15, 2009



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

Authorized Company Signature

Michael A. Carl
Chair, 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.