

Alternate Bid N. 2 – Provide Andover or Automated Logic Controls (underline selected manufacturer.)

DEDUCT the sum of: NO BID
 _____ (\$ _____).

Alternate Bid No. 3 – Replace all existing roof insulation with new tapered insulation to match existing roof contours.

ADD the sum of: FOUR HUNDRED FIFTY FIVE THOUSAND FOUR HUNDRED THIRTY EIGHT
DOLLARS (\$ 455,438.00).

UNIT PRICES:

The contract sum shall be subject to the following Unit Prices for quantities which may be increased from the stated allowance. These Unit Prices include all materials, shipping, installation, tax, and contractor markup. Unit Prices may be stipulated in figures only.

Unit Price No. 1 – New Roof Ballast

Base Bid is to include an allowance to provide 50 tons of new gravel ballast as specified.

For new gravel ballast in excess of the stated allowance:

ADD \$ 88.00 /Ton

Unit Price No. 2 – New Concrete Walkway Pads

Base Bid is to include an allowance for 375' linear feet of new concrete walkway pads as specified.

For additional concrete walkway pads in excess of the stated allowance:

ADD \$ 11.50 /Linear Foot

Unit Price No. 3 – New Galvanized Metal Cleats For Re-Installation of Existing Metal Coping

Base Bid is to include an allowance for the replacement of 740 Galvanized Metal Cleats as specified.

For additional Galvanized Metal Cleats in excess of the stated allowance:

ADD \$ 12.00 /Metal Cleat

Unit Price No. 4 – New Roof Insulation

Base bid is to include an allowance for the replacement of 200 cubic foot of existing roof insulation with new roof insulation as specified.

For additional Roof Insulation Replacement in excess of the stated allowance:

ADD \$ 138.00 /Cubic Foot

Unit Price No. 5 – Repointing Masonry Mortar Joints

Base Bid is to include an allowance for the repointing of 75 linear feet of exterior masonry mortar joints:

ADD \$ 4.80 /Linear Foot

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than 180 days after receipt of a "Notice-to-Proceed." The Bidder understands that the Owner may retain a sum as set forth in Article 9, Paragraph 9.11 - "Liquidated Damages," of the Supplementary Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, such sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty.

Accompanying this proposal is a bid bond in the amount of TWENTY THREE THOUSAND
DOLLARS (\$ 23,000.00), payable to the Owner, which it is agreed shall be retained as liquidated damages by the Owner if the undersigned fails to execute a contract in conformance with the Form of Contract, and to furnish a Surety Company Bond in a penal sum equal to at least the full contract sum with ten (10) days after notification of award of the contract to the undersigned.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal 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)

ADDENDUM 1

7-9-09

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 proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner.

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.

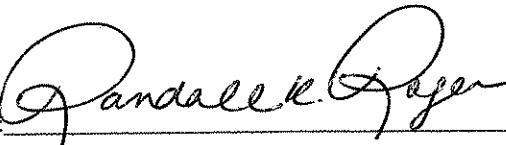
The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal 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.

SIGNATURE OF BIDDER:

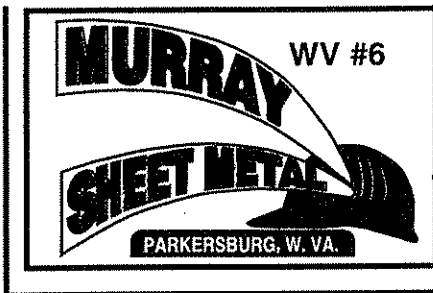
Firm: MURRAY SHEET METAL CO INC

Address: 3112 SEVENTH ST

Address: PARKERSBURG, WV 26104

By: 
Title: GENERAL MANAGER
Phone: 304-422-5431

END OF BID FORM



Industrial
Residential
Commercial
Sheet Metal
Roofing
Welding

3112 Seventh Street • Parkersburg, WV 26101 • Phone: 304/422-5431 • FAX 304/428-4623

SAFETY INFORMATION

EMR

2006 .84
2007 .76
2008 .75

Please note the current EMR rate is effective until July 1, 2009

OSHA INCIDENT RATE

2006 2.15
2007 1.82
2008 1.54

MANHOURS PER YEAR

2006 93,219
2007 107,943
2008 129,624

Job safety inspections and safety meetings are conducted weekly
and as needed.

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."
Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	1 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	1	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3544, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Murray Sheet Metal
Street 3112 7th Street
City Parkersburg State WV ZIP 26101

Industry description (e.g., *Manufacture of motor truck trailers*)

Manufacturing

Standard Industrial Classification (SIC), if known (e.g., 3715)

1761

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

33222

Employment Information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 55

Total hours worked by all employees last year 93219

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Ron Harvey Safety

304 422-5431 1/5/2007

Phone Date

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.



Year 2006

U.S. Department of Labor

Occupational Safety and Health Administration

Form approved OSHA no. 1218-0176

Establishment name Murray Sheet Metal
City Parkersburg State WV

Identify the person

(A) Case no. _____
(B) Employee's name _____

(C) Job title
(e.g., Welder)

(D) Date of injury
or onset
of illness

(E) Where the event occurred
(e.g., Loading dock north end)

(F) Describe injury or illness, parts of body affected,
and object/substance that directly injured
or made person ill
(e.g., Second degree burns on right forearm from acetylene torch)

01 _____ Sprained Wrist

01,04 _____ East Dock

Monday

Monday

Monday

Monday

Monday

Monday

Monday

Monday

Monday

Monday

Monday

Monday

Classify the case

Enter the number of days the injured or ill worker was:

On job transfer or restriction (M) _____ days

Away from work (U) _____ days

_____ days

_____ days

_____ days

_____ days

_____ days

_____ days

_____ days

_____ days

_____ days

_____ days

_____ days

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_____ days

_____ days

_____ days

_____ days

_____ days

Page totals > Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20310. Do not send the completed forms to this office.

Summary of Work-Related Injuries and Illnesses

Year 20 07

**U.S. Department of
Occupational Safety and Health Admin-**

Form approved OMB no. 1545-0047

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	0	(K)
Total number of days of job transfer or restriction	0	(L)

Injury and Illness Types

Total number of ...		
(M)		
Injuries	1	0
		(4) Poisonings
Skin disorders	0	(5) Hearing loss
Respiratory conditions	0	(6) All other illnesses

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, N.W., Washington, DC 20210. Do not send the complete forms to this office.

Establishment information

Your establishment name MURRAY SHEET METAL CO INC

Street
3112 7TH STREET

City PARKERSBURG State WV ZIP 26104

Industry description (e.g. *Manufacture of motor truck trailers*)

MANUFACTURING
(e.g., *Manufacture of motor truck trailers*)

Standard Industrial Classification (SIC), if known (e.g., 3715)

1761

20

North American Industrial Classification (NAICS), if known (e.g., 336212)

3 3 2 3 2 2

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees

Total hours worked by all employees last year

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

SAFETY

Company executive
304, 422-5431
Phone
Date
1/12/08
Life

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

[illegible]

Summary of Work-Related Injuries and Illnesses



Year 2008

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.
Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".
Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (a)	0 (b)	1 (c)	1 (d)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (e)	0 (f)

Injury and Illness Types

Total number of ... (M)	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
1	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20503. Do not send this information to the OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20503. Do not send this information to the OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20503.

Establishment Information

Your establishment name MURRAY SHEET METAL
Street 3112 - 7th Street
City PARKERSBURG State WV ZIP 26104

Industry description (e.g., Manufacturer of metal parts (millen))
MANUFACTURING

Standard Industrial Classification (SIC), if known (e.g., 3715)
1 7 6 1

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
3 3 2 3 2 2

Employment Information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 78
Total hours worked by all employees last year 129624

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

RON HARVEY SAFETY
Company name
304, 422-5431
1-29-09
Date

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for medical safety and health purposes.

Year 2008



U.S. Department of Labor

Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, loss of consciousness, restricted work activity or job transfer, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this log. For more information, call your local OSHA office for help.

Establishment name MURRAY SHEET METAL
PARKERSBURG State WV
CIN

Describe the ca

(F)
Describe injury or illness, parts of body affected,
and object/substance that directly injured
or made person ill (e.g., Second degree burns on
right forearm from acetylene torch)

(D)	(E)
Date of injury or onset of illness	Where the event occurred (e.g., Loading dock north end)

Identify the person		
(A) Case	(B) Employee's name	(C) Job title (e.g., Welder)

TRACTATED BONE: IN FOOT

BACK LOT

$$\frac{9.1}{\text{month/day}}$$

FAB

1. EDIC KNOPP

Page totals >

Carry over to transfer these totals to the Summary page (Form 300A) before you post it.

*Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review existing instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3634, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Page ____ of ____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Murray Sheet Metal Co., Inc.
of Parkersburg, WV, as Principal, and Ohio Farmers Insurance
Compan of Westfield Center, OH, a corporation organized and existing under the laws of the State of _____
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount 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
Roof and HVAC Replacement for South Central Regional Jail. Replace HVAC equipment, HVAC controls and EPDM
Roof

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

21st day of July, 2009.

Principal Corporate Seal

Murray Sheet Metal Co., Inc.

(Name of Principal)

By: Danall H. Eger

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)

By: Pamela V. Lanham

Pamela V. Lanham Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4750172 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

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

ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, JOINTLY OR SEVERALLY

of **CHARLESTON** 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, recognizances, undertakings, or other instruments or contracts of suretyship** - - - - -

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 **19th** day of **JUNE** A.D., **2006**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

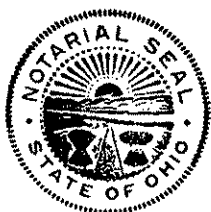
Richard L. Kinnaird, Jr.

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

State of Ohio
County of Medina ss.:

On this **19th** day of **JUNE** A.D., **2006**, 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



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

State of Ohio
County of Medina ss.:

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 **21st** day of **July** A.D., **2009**



Frank A. Carrino
Frank A. Carrino, Secretary

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV000006

Classification:

GENERAL BUILDING
GENERAL ENGINEERING
HEATING, VENTILATING & COOLING
PIPING
PLUMBING
ROOFING

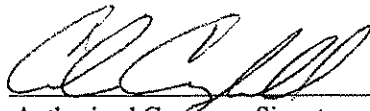
MURRAYS SHEET METAL CO INC
DBA MURRAYS SHEET METAL CO INC
3112-7TH STREET
PARKERSBURG, WV 26101-3846

Date Issued

Expiration Date

JANUARY 22, 2009

JANUARY 22, 2010



Authorized Company Signature



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
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA

COUNTY OF WOOD, TO-WIT:

I, RANDALL ROGERS, after being first duly sworn, depose and state as follows:

1. I am an employee of MURRAY SHEET METAL CO INC; and,
(Company Name)
2. I do hereby attest that MURRAY SHEET METAL CO INC
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

MURRAY SHEET METAL CO INC

(Company Name)

By:

Randall H. Rogers

Title:

GENERAL MANAGER

Date:

7/21/09

Taken, subscribed and sworn to before me this 21st day of JULY 2009

By Commission expires

Aug 12, 2018



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CAROLYN S. COOKE
Astorg Motor Company
2028 7th Street
Parkersburg, West Virginia 26101
My Commission Expires Aug. 12, 2018

Carolyn Cooke
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Murray Sheet Metal Co., Inc.
3112 7th Street
Parkersburg, WV 26104

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BUYER JOHN ABBOTT
REQ NO RJCMNT010

BID FORM

DATED: 7/21/09
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

SUBMITTED TO: State of West Virginia
Department Of 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:

**ROOF AND HVAC REPLACEMENT FOR
SOUTH CENTRAL REGIONAL JAIL
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:

TOTAL BASE BID:

For the sum of: ONE MILLION NINE HUNDRED NINETY SEVEN THOUSAND TWO HUNDRED
THIRTY DOLLARS (\$1,997,230.00).

ALTERNATES:

The stated Base Bid is subject to the following additions or deductions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

Alternate Bid No. 1 - Provide 2,400 additional linear feet of concrete walkway pavers along perimeter of building where indicated on Drawings and as specified.

ADD the sum of: TWENTY THREE THOUSAND EIGHT HUNDRED NINETY THREE
DOLLARS (\$ 23,893.00).

BID FORM

7-21-09
1:00 received
SKT
no electricity

00300 - 1

0911 - 07/09/09

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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: MURRAY SHEET METAL CO.
Authorized Signature: *Randall K. Geyer* Date: 7-21-09
Purchasing Affidavit (Revised 01/01/09)