



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

Request for Quotation

MAC-12133

RFQ NUMBER
FOR12008

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

*B17091038 304-675-8810
MID ATLANTIC CONSTRUCTION INC
190 CAMP CONLEY RD

PT PLEASANT WV 25550-3269

DIVISION OF FORESTRY
CLEMENTS STATE TREE NURSERY
624 FORESTRY DRIVE
WEST COLUMBIA, WV
25827-8686 304-675-1820

received
5-8-12

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/07/2012				

BID OPENING DATE: 05/17/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 7						
CHANGES TO THE ANSWER TO THE SPECIFICATIONS IN ADDENDUM NO. 4 ON THE QUESTION:						
COULD YOU SPECIFY THE SNOW RETENTION SYSTEM?						
THE ANSWER TO THE QUESTION CHANGED TO READ:						
SNOW RETENTION SYSTEM SHOULD BE A RAIL TYPE WITH 2 RAILS, SUITABLE FOR A SCREW DOWN METAL ROOF PANEL. TWO ROWS WILL BE USED ON THE FRONT OF THE AUXILIARY PACKING HOUSE, AND TWO ROWS SHALL BE USED ABOVE THE DOORS ON THE BACK OF THE AUXILIARY PACKING HOUSE. TWO ROWS SHOULD BE INSTALLED IN THE FRONT OF THE SHOP BUILDING, AND ONE ROW ON THE BACK.						
BID OPENING DATE AND TIME REMAINS 05/17/12 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	LS		770-65		
ROOFING, GALVANIZED SHEET METAL						

RECEIVED
2012 MAY 17 PM 1:12
WV PURCHASING
DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul W. McWilliam</i>	TELEPHONE	DATE 5/16/12
TITLE PRESIDENT	FEIN	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

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PAGE

7

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS
304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

DIVISION OF FORESTRY
CLEMENTS STATE TREE NURSERY

624 FORESTRY DRIVE
WEST COLUMBIA, WV
25827-8686 304-675-1820

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
02/24/2012						
BID OPENING DATE: 03/21/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1	..	3/19/12	...	NO. 6	5/2/12	
NO. 2	..	3/26/12	...	NO. 7	5/7/12	
NO. 3	..	4/10/12	...			
NO. 4	..	4/17/12	...			
NO. 5	..	4/26/12	...			
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <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><i>Robert W. McMillan</i>SIGNATURE Robert W. McMillan Mid-Atlantic Construction, Inc.COMPANY May 2, 2012DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>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</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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

Bid Specifications for Auxiliary Packing House and Shop Building and Related Repairs
West Virginia Division of Forestry

1. ORIGINAL SCOPE OF WORK: All inclusive cost of installation of (metal roofing) system.

a. Auxiliary Packing House	\$ 64,500.00
Linear foot price for gutters/downspouts	\$ 17.10
Per square foot price for underlayment boards	\$ 1.75
Fascia Board/L.F.	\$ 3.95
b. Shop House	\$ 44,560.00
Linear foot price for gutters/downspouts	\$ 17.10
Per square foot price for underlayment boards	\$ 1.75
Fascia Board/L.F.	\$ 3.95

2. Alternative Bid: All inclusive cost of installation of (asphalt shingles.)

a. Auxiliary Packing House	\$ 24,088.00
Linear foot price for gutters/downspouts	\$ 17.10
Per square foot price for underlayment boards	\$ 1.75
Fascia Board/L.F.	\$ 3.95
b. Shop House	\$ 16,140.00
Linear foot price for gutters/downspouts	\$ 17.10
Per square foot price for underlayment boards	\$ 1.75
Fascia Board/L.F.	\$ 3.95

WV DOF reserves the right to grant a partial award for this purchase order.

Revised 4/24/2012

WEATHERSURE

EXTERIOR MATERIAL AND FINISH LIMITED WARRANTY

Contractor:

Owner:

Address:

City:

State:

Square Feet of Wall Area:

Panel Type & Color:

Square Feet of Roof Area:

Panel Type & Color:

Job Number:

Effective Date:

Warranty Term: 25-Years

Expiration Date:

The Manufacturer warrants its products as provided and subject to the limitations and exclusions set forth herein:

1. Galvalume AZ 50 and AZ 55 aluminum-zinc alloy-coated panels will be free of manufacturing defects and are warranted against perforation due to corrosion caused by normal atmospheric exposure, rupture or structural failure, for the above stated Warranty Term when panels are used on pitches 1/4:12 and greater or vertical. Embossed substrate is excluded from the material warranty.
2. Silicone Modified Polyester (SMP) pre-painted galvanized panels (G-90 Coatings), and Silicone Modified Polyester (SMP) pre-painted Galvalume AZ 50 aluminum-zinc alloy-coated panels are warranted for the above stated Warranty Term as follows:
 - (a) When the panels are used as vertical surfaces:
 - (i) the paint will not crack, check or peel;
 - (ii) the paint will not chalk in excess of a numerical rating of eight (8) when measured in accordance with the standard procedure specified in ASTM D 4214; and
 - (iii) the paint will not fade or change in color in excess of five (5) units of color difference ("NBS Units") when measured in accordance with the standard procedure specified in ASTM D 2244-85, paragraph 6.3.
 - (b) When the panels are used as surfaces other than vertical surfaces, the paint will not crack, check or peel.
3. SmartKote (70% Kynar 500) pre-painted galvanized panels (G-90 Coatings) and pre-painted Galvalume AZ 50 aluminum-zinc alloy-coated panels are warranted as follows:
 - (a) When the panels are used on pitches 1/4:12 and greater or vertical exposure.
 - (i) SmartKote (70% Kynar 500) paint will not peel, crack, check or chip for the above stated Warranty Term.
 - (ii) SmartKote (70% Kynar 500) paint will not chalk in excess of a numerical rating of nine (9) for vertical surfaces and eight (8) for non-vertical surfaces with slope greater than 1/4:12 when measured in accordance with standard procedure specified in ASTM D 4214, for the above stated Warranty Term.
 - (iii) SmartKote (70% Kynar 500) paint will not fade or change color in excess of four (4) units of color difference ("NBS" Units) for vertical surfaces and five (5) units of color difference ("NBS" Units) for non-



vertical surfaces with slope greater than 1/4:12 when measured in accordance with standard procedure specified in ASTM D 2244-85, Paragraph 6.3, for the above stated Warranty Term.

This Warranty is subject to the following conditions, terms, limitations and exclusions.

1. This Warranty applies only to the above-described products of the Manufacturer and does not cover accessories, fixtures, insulation, goods or materials not manufactured but sold by the Manufacturer. This Warranty shall be valid and apply to the Manufacturer products only if the products are erected and installed strictly in accordance with the Manufacturer's engineering plans and specifications; all applicable erection standards and procedures regularly published by the Metal Building Manufacturer's Association; and current erection manuals regularly issued by the Manufacturer. Any modification of, deviation or variation from the specified materials, products or specified erection procedures without the prior written consent of an officer the Manufacturer will void this Warranty.
2. This Warranty is applicable only to product damage or failure caused by "normal atmospheric exposure" which shall not be construed to include the following conditions which are specifically excluded from this Warranty:
 - (a) Damage or deterioration caused by marine (saltwater) atmospheres or by constant exposure to either salt or fresh water. As used herein, the term constant exposure to water includes standing water caused by inadequate roof drainage or condensation caused by inadequate vapor barrier installed in the building.
 - (b) Corrosion, damage or deterioration caused by deposits of or exposure to atmosphere containing corrosive chemicals, ash, or fumes including, but not limited to, those substances and exposures from chemical plants, foundries, steel mills, power generating facilities, oil refineries and fields, plating works, kilns, paper mills, or by fertilizers, animal waste or any similar foreign chemical substances.
 - (c) Damage or deterioration caused by corrosive fumes or condensates of harmful substances generated or released inside the building.
 - (d) Damage or deterioration due to contact with green or wet lumber.
 - (e) If the products are erected in an area that is originally a "normal atmospheric exposure" but the environment subsequently changes to one that is not a "normal" atmosphere (e.g., the construction of a chemical plant nearby) this Warranty will then be void.
 - (f) Damage or deterioration caused by water runoff from lead or copper flashings or areas in metallic contact with lead or copper flashings.
 - (g) Damage or deterioration caused by condensate runoff from mechanical systems such as HVAC equipment or similar devices containing copper or lead.
 - (h) Damage or deterioration caused by or significantly contributed to by (i) improper storage, shipping, or handling of the products prior to erection of the metal building; or (ii) failure or deficiency in the metal substrate to which the finish is applied.
 - (i) Damage or deterioration caused by cleaning with abrasive or chemical cleaners.
3. During the term of this Warranty the Owner shall perform routine inspections and maintenance in accordance with the Manufacturer's Preventative Maintenance Manual in effect at the Effective Date of this Warranty, the provisions and requirements of which are incorporated herein by reference. Owner shall maintain records of maintenance and inspections that shall be made available to the Manufacturer and Contractor upon request. If damage or failure is determined to be caused by the Owner's failure to perform routine maintenance and inspection to the roof system in accordance with the Preventative Maintenance Manual, or otherwise exercise reasonable care for the protection and maintenance of the roof system, this Warranty will terminate, be void and the Manufacturer shall have no liability to Owner under this Warranty. Additionally, if upon investigation it is determined that remedial repairs have been performed inconsistently with the Manufacturer's erection plans, specifications, and details the Warranty will terminate, be void and Manufacturer shall have no liability to the Owner under this Warranty. The Manufacturer reserves the right to inspect the roofing system upon reasonable notice to the owner, and the owner agrees to provide access to the building and roofing system to the Manufacturer.
4. This Warranty is limited to products of the Manufacturer, which are sold and erected within the contiguous United States of America and in excess of 1000 ft. from seashore or any other body of salt water.
5. This Warranty shall not apply to any structural or panel failure attributable to engineering design caused by incorrect, inadequate, or erroneous design information transmitted to the Manufacturer by or through the owner, contractor or their respective design representatives.
6. Owner covenants and agrees that during the term of this Warranty, the Owner shall procure, maintain and keep in force, property, casualty, and liability insurance to protect against all insurable losses, and to the full extent that such insurance is available, waives any and all rights of subrogation, including without limitation, legal,



equitable and contractual claims, against the Manufacturer for losses covered by such insurance, whether based upon any cause of action, including, but not limited to, tort, contract, warranty or strict liability.

7. This Warranty is intended for the sole benefit of the original Owner named above, and is not transferable or assignable. This Warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the products or building or property on which the products are erected. There are no other parties or intended beneficiaries to this Warranty. This Warranty constitutes the entire agreement of the parties and may not be modified, amended or supplemented except by written agreement signed by the parties. Any consents, waivers, or approvals required of the Manufacturer shall be effective only if in a written instrument signed by a duly authorized officer or representative of the manufacturer.
8. The remedy for a failure of the AZ 50 and AZ 55 aluminum-zinc alloy-coated substrate ("galvalume") of all products incorporating a galvalume coating shall be limited solely to replacement of the failed products and excludes any other costs, expense or damage, including but not limited to, labor, service, removal, or installation expenses or other consequential or incidental loss.
9. Claims for any defects or breach of this Warranty must be submitted by the owner, or owner's representative, by written notice within the warranty period and within thirty (30) days of the occurrence of a failure or breach of warranty so that the Manufacturer has a reasonable opportunity to inspect the products. Failure to give timely notice shall invalidate this warranty. Owner will exercise reasonable diligence in inspection and maintenance of the products in order to mitigate expense involved in repairing, replacing or repainting the products.

The Manufacturer's responsibility and liability pursuant to this Material Warranty for failure of the SmartKote or SMP paint system is expressly limited to the replacement, repair or repainting of the defective material.

In consideration of the terms of sale of the products and this Warranty, the Manufacturer shall not be liable for any consequential or incidental damages, expenses, or loss to the building or loss of use thereof, either in contract, negligence or tort, arising out of any failure of the products, breach of warranty or for other cause.

This Warranty will not be effective and binding on the Manufacturer until (1) payment in full for the products has been received by the Manufacturer; (2) the Warranty has been signed by an authorized representative of the Manufacturer; and (3) a copy of this Warranty has been accepted and signed by the owner and returned to the Manufacturer within ninety (90) days of the Effective Date of this warranty.

This Warranty may not be modified, amended or supplemented except by written agreement signed by an authorized corporate officer of the Manufacturer. The respective terms of this Warranty are severable and the invalidity or unenforceability of any provision of this Warranty shall not impair or affect the other provisions, which shall continue in full force and effect.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE MANUFACTURER AND CONTRACTOR MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR DOES THE MANUFACTURER OR CONTRACTOR MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, COPYRIGHTS OR TRADEMARKS WITH RESPECT TO THE MATERIALS.

THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM DEFECTIVE GOODS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF.

This Warranty shall be governed by and construed in accordance with the laws of the State of Alabama.

AMERICAN BUILDINGS COMPANY
A NUCOR COMPANY

Architectural Metal Systems
A Division of American Buildings Company

By: _____
NOT APPROVED

Date: _____

Contractor: _____

Owner: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Sample

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV005529

Classification:

GENERAL BUILDING
PIPING
SPECIALTY

MID-ATLANTIC CONSTRUCTION INC
DBA MID-ATLANTIC CONSTRUCTION INC
190 CAMP CONLEY ROAD
POINT PLEASANT, WV 25550-9710

Date Issued

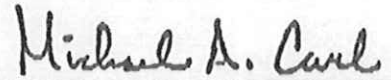
SEPTEMBER 17, 2011

Expiration Date

SEPTEMBER 17, 2012



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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mid-Atlantic Construction, Inc.
of Point Pleasant, WV, as Principal, and Ohio Farmers Insurance Company
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
Clements State Tree Nursery, West Columbia, WV

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 March, 2012.

Principal Corporate Seal

Mid-Atlantic Construction, Inc.
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
PRESIDENT
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
By [Signature]
Kimberly L. Miles, Licensed WV Resident Agent 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, GARY R. FREEMAN, 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 12th day of JANUARY A.D., 2010.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaid, Jr.
By:

Richard L. Kinnaid, Jr., National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 12th day of JANUARY A.D., 2010, before me personally came Richard L. Kinnaid, 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 March A.D., 2012.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary



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

STATE OF West Virginia

COUNTY OF Mason, TO-WIT:

I, Robert W. McMillan, after being first duly sworn, depose and state as follows:

1. I am an employee of Mid-Atlantic Construction, Inc.; and,
 (Company Name)
2. I do hereby attest that Mid-Atlantic Construction, 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.

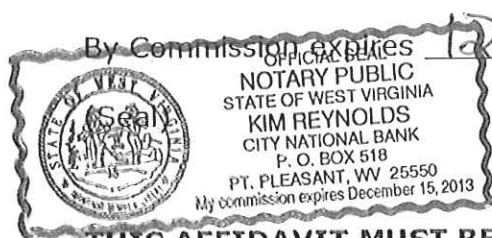
Mid-Atlantic Construction, Inc.
 (Company Name)

By: Robert W. McMillan
 Robert W. McMillan

Title: President

Date: May 1, 2012

Taken, subscribed and sworn to before me this 1st day of May 2012.



Kim Reynolds
 (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.

RFQ No. FOR12008

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 owed 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.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Mid-Atlantic Construction, Inc.

Authorized Signature: Robert W. McMillan

Date: May 1, 2012

State of West Virginia

County of Mason, to-wit:

Taken, subscribed, and sworn to before me this 1st day of May, 2012.

My Commission expires 12-15, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC

