

Coonskin Park Maintenance Facility

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within the specified time period following issuance of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount specified in the Contract Documents.

No work shall be performed prior to issuance of a signed Purchase Order and Notice to Proceed issued by the Owner. Any materials contracted for prior to the issuance of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

1.4 SIGNATURE OF BIDDER

Name of Firm: MIRC CONSTRUCTION SERVICES, LLC

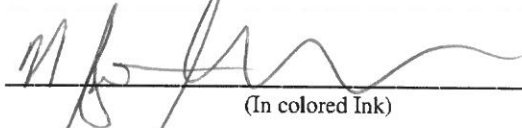
Address: PO BOX 465

City/ State/ Zip SCOTT DEPOT WV 25560

Phone No. (304) 757 0880

Fax No. (304) 757 0881

By: N. Adam Samples

Signature: 
(In colored Ink)

Signed and Sealed this 19 day of FEBRUARY, 2014

02/19/14 01:17:48PM
West Virginia Purchasing Division

(Seal)

1.5 CONTRACTOR'S LICENSE

West Virginia Contractor's License No. 044284

Proposal Form

West Virginia Army National Guard
Coonskin Park Maintenance Facility

1.1 NAME OF BIDDER: MIRC CONSTRUCTION SERVICES LLC

A. The undersigned, hereinafter called Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

1.2 BASE BID

A. Total Project Cost: (In words and numbers)

SEVEN HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED DOLLARS (\$ 718,400.00)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

1.3 UNIT PRICES

“Definition: A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the work as described in the Bidding Documents. Unit Prices shall be used solely for the formulation of any change orders subsequently requested for the awarded contract”

<u>NUMBER</u>	<u>DESCRIPTION</u>
Unit Price No. 1:	Removal of unsatisfactory soil and replacement with satisfactory soil material \$ <u>31.00</u> Per Cubic Yard
Unit Price No. 2:	Rock excavation and replacement with satisfactory soil material. \$ <u>146.00</u> Per Square Foot

1.6 ADDENDA

A. The undersigned acknowledges receipt of the following Addenda covering revisions to the Drawings, Specification and Bidding Documents. The cost, if any, of such revisions is included in the prices quoted.

Addendum No. 1, Dated 1/6/14

Addendum No. 2, Dated 1/24/14

Addendum No. 3, Dated 2/3/14

Addendum No. 4, Dated 2/10/14

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

END OF PROPOSAL FORM



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

STATE OF WEST VIRGINIA,

COUNTY OF PUTNAM, TO-WIT:

I, N. Adam Samples, after being first duly sworn, depose and state as follows:

1. I am an employee of MIRC CONSTRUCTION SERVICES; and,
(Company Name)
2. I do hereby attest that MIRC CONSTRUCTION SERVICES
(Company Name)


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

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

By: [Signature]
 Title: VICE PRESIDENT
 Company Name: MIRC CONSTRUCTION SERVICES
 Date: 2/19/14

Taken, subscribed and sworn to before me this 19 day of FEBRUARY, 2014.

By Commission expires DECEMBER 15, 2018

(Seal)  OFFICIAL SEAL
 STATE OF WEST VIRGINIA
 NOTARY PUBLIC
 Sean E. Adkins
 RR 1, Box 420
 Genoa, WV 25517
 My Commission Exp. Dec. 15, 2018

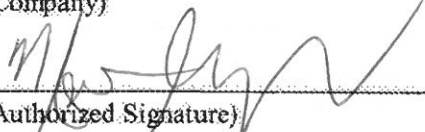
[Signature]
 (Notary Public)

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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

MIRC CONSTRUCTION SERVICES
(Company)


(Authorized Signature)

N. ADAM SAMPLES, V.P.
(Representative Name, Title)

304 757 0980 304 757 0981
(Phone Number) (Fax Number)

2/19/14
(Date)

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV044284

Classification:
GENERAL BUILDING

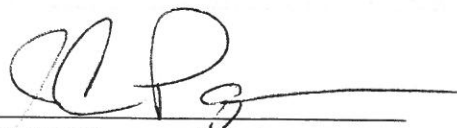
MIRC CONSTRUCTION SERVICES LLC
DBA MIRC CONSTRUCTION SERVICES LLC
PO BOX 465
SCOTT DEPOT, WV 25560

Date Issued

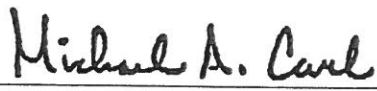
JUNE 30, 2013

Expiration Date

JUNE 30, 2014



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
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: MIRC CONSTRUCTION SERVICES, LLC

Authorized Signature: [Signature] Date: 2/19/14

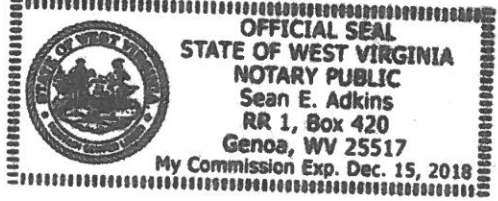
State of WV

County of PUTNAM, to-wit:

Taken, subscribed, and sworn to before me this 19 day of FEBRUARY, 2014.

My Commission expires DECEMBER 15, 2018.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, MIRC Construction Services, LLC
of P.O. Box 465, Scott Depot, WV 25560, as Principal, and Great American Insurance
Company of Cincinnati, Ohio, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five percent of total bid amount (\$ 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
DEFK14021: Coonskin Park Maintenance Facility

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
19th day of February, 2014.

Principal Corporate Seal

MIRC Construction Services, LLC
(Name of Principal)

By [Signature]
(Must be President or
Vice President)

VICE PRESIDENT
(Title)

Surety Corporate Seal

Great American 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.**

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FIVE**

No. 0 20211

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
JEFFERY O'DELL	RICHARD L. HIGGINBOTHAM	ALL OF	ALL
C. DAVID THOMAS	ROSEANN B. DYE-SMALLEY	CHARLESTON, WEST VIRGINIA	\$100,000,000
ROBIN M. HUBBARD-SHERROD			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5th day of November, 2013.
Attest
GREAT AMERICAN INSURANCE COMPANY



My L C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 5th day of November, 2013, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of February, 2014.



My L C. B.
Assistant Secretary