

NOTICE

Please note that this bid from Brown Asphalt Paving Co. Inc. for DJS1700000011 was received at the Purchasing Division office prior to the established bid opening date and time on May 4, 2017. The Purchasing Division time stamp was affixed prior to posting, but does not reflect the time it was received at the Purchasing Division.

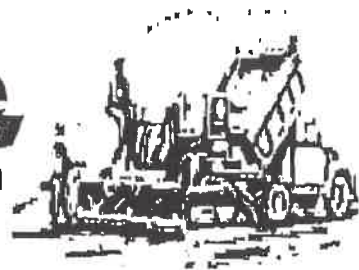
A handwritten signature in cursive script that reads "Diane Holley-Brown". The signature is written in black ink and is positioned above the printed name and title.

Diane Holley-Brown

Assistant Purchasing Director

BROWN ASPHALT PAVING CO. INC.

WWW.BROWNASPHALT.COM



P.O. BOX 206 * PARKERSBURG, WV 26102-0206

1340 STAUNTON TURNPIKE

PHONE (304) 428-2982 IF NO ANSWER (304) 482-4564 OR (304) 482-8992

FAX (304) 428-8901

WV CONTRACTORS LICENSE #WV003895

**SEALED BID - LORRIE YEAGER JUVENILE DENTENTION CENTER
BUYER - DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION
SOLICITATION NO. - CRFQ 0621 DJS1700000011
BID OPENING DATE - 5/4/17
BID OPENING TIME - 1:30PM
FAX NO. - 304-558-4115**

05/04/17 14:22:02
WV Purchasing Division

Teletcopy

BROWN ASPHALT PAVING CO., INC.

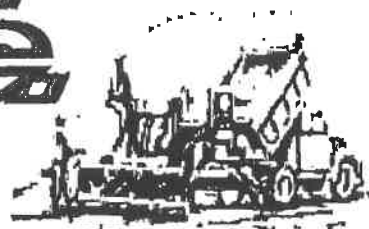
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FAX 428-8901



WV CONTRACTORS LICENSE #WV003895

Date: 5/4/17

Teletcopy To: DEPT. OF ADMINISTRATION, PURCHASING DIVISION
(Company)

LORRIE YEAGER JUVENILE DETENTION CENTER
(Name)

304-558-4115
(Telecopier number)

From: BROWN ASPHALT PAVING CO., INC.

Re: SEALED BID

NUMBER OF PAGES (INCLUDING COVER SHEET) 11

COMMENTS:

Sealed Bid - Lorrie Yeager Juvenile Dentention Center
Buyer - Department Of Administration, Purchasing Division
Solicitation No. - Crfq 0821 Djs1700000011
Bid Opening Date - 5/4/17
Bid Opening Time - 1:30pm
Fax No. - 304-558-4115

PLEASE CALL BROWN ASPHALT AT (304) 428-2982 IF THERE ARE ANY QUESTIONS .

ORIGINAL WILL NOT BE SENT BY X REGULAR MAIL
 CERTIFIED MAIL
 UPS-OVERNIGHT

THIS FACSIMILE IS FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT THE DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU

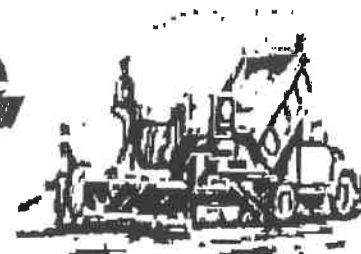
FAX NUMBER (304) 428-8901

Proposal

PAGE NO. 1 OF 1 PAGES

BROWN ASPHALT PAVING CO. INC.

WWW.BROWNASPHALT.COM



P.O. BOX 206 * PARKERSBURG, WV 26102-0206

1340 STAUNTON TURNPIKE

PHONE: (304) 428-2982 IF NO ANSWER: (304) 482-4564 OR 482-8992

FAX (304) 428-8901

WV CONTRACTORS LICENSE #WV003885

NAME DEPT. OF ADMINISTRATION, PURCHASING DIVISION		PHONE NUMBER 304-558-0246	DATE 5/4/17
STREET 2019 WASHINGTON STREET, EAST		JOB NAME PAVING, SEALING & STRIPING	
CITY, STATE, & ZIP CODE CHARLESTON, WV 25305		JOB LOCATION LORRIE YEAGER JUVENILE DETENTION CENTER	
ARCHITECT JESSICA CHAMBERS	DATE OF PLANS	FAX NUMBER 304-588-4115	EMAIL JESSICA.S.CHAMBERS@WV.GOV

We Hereby Submit Specifications And Estimates For:

SEALING OF PARKING LOT WE WILL CLEAN AS REQUIRED, APPLY 2 COATS OF ASPHALT SEALER WITH SAND ADDED TO A TOTAL AREA OF APPROX. 1,888 SQ. YDS. AND RE STRIPE FOR PARKING.

PAVING OF STONE PARKING LOT. WE WILL GRADE AND SHAPE EXISTING STONE BASE, REMOVE BUMPER BLOCKS, APPLY 2 1/2" BASE COURSE AND 1 1/2" WEARING COURSE ASPHALTIC CONCRETE TO A TOTAL AREA OF APPROX. 7,368 SQ. FT., RESET BUMPER BLOCKS AND STRIPE FOR PARKING.

WE PROPOSE: hereby to furnish material & labor - complete in accordance with above specifications, for the sum of:

TWENTY THREE THOUSAND FOUR HUNDRED AND EIGHTY Dollars (\$ 23,480.00)

Payment to be made as follows:
IN FULL UPON COMPLETION

SALES TAX ADDITIONAL. QUOTE BASED ON CURRENT ASPHALT INDEX. SURCHARGE MAY APPLY.

All material is guaranteed to be as specified. All work to be performed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance Of Proposal - the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as outlined above.

Date Of Acceptance

Signature: _____

Signature: _____

Exhibit A
Pricing Page

Lorrie Yeager Juvenile Center	
Qty	Description
1	All materials, labor and any associated costs to pave, stripe and re-seal parking lot at the Lorrie Yeager Juvenile Center
	<i>Twenty Three Thousand Four Hundred and eighty</i> Total Bid Amount: <i>23,400.00</i>
<u>Bidder / Vendor Information:</u>	
Name:	<i>Brown Asphalt Paving Co., Inc.</i>
Address:	<i>PO Box 506 Parkersburg, WV 26102</i>
Phone #	<i>304.428.2982</i>
E-mail Address	<i>brownasphaltco@aol.com</i>

*James White
Brown Asphalt Paving Co., Inc.*

May/4/2017 12:21:33 PM Received

brown asphalt 3044288901 May 4 2017 01:16pm

4/11

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: _____

Principal: Brown Asphalt Paving Co Inc

Agency Name: Peoples Insurance Agency, LLC

Obligee: State of WV

Agent Code: 343222

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Randall Barengo, James H. Barengo, Laura Covault, David L. Mitcham of Marietta, Ohio its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has herunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.



David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have herunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Teresa Pastella

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have herunto set my hand and the seal of the Company this 2nd day of May, 2017.



Rance C. Llewellyn

Rance C. Llewellyn, Assistant Secretary



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bld Bond

CONTRACTOR:

(Name, legal status and address)
Brown Asphalt Paving Co Inc
PO Box 208
Parkersburg WV 26101

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)
State of WV
2019 Washington St E
Charleston WV 25305

Mailing Address for Notices

The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 3800
Seattle, WA 98164

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of attached bid

PROJECT:

(Name, location or address, and Project number, if any)
Juvenile Detention Center - parking lot paving, sealing and striping

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of May, 2017

Jimmy White
(Witness)

[Signature]
Brown Asphalt Paving Co Inc
(Principal) (Seal)

[Signature]
(Title)

Nickie M
(Witness)

The Ohio Casualty Insurance Company
(Surety)
David Mitchem
(Title) David Mitchem, Attorney in Fact

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV003895

Classification:

GENERAL BUILDING
ASPHALT
EXCAVATION
CONCRETE

BROWN ASPHALT PAVING CO INC
DBA BROWN ASPHALT PAVING CO INC
PO BOX 206
PARKERSBURG, WV 26102-0206

Date Issued

OCTOBER 20, 2016

Expiration Date

OCTOBER 20, 2017

Authorized Company Signature

Gene Thompson
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.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Brown Asphalt Paving Co., Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
<u>Centraler's Sealing & Striping</u>	<u>038834</u>

Attach additional pages if necessary

WV-73
Approved / Revised 08/01/15



**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, Tammy White, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Brown Asphalt; and,
(Company Name)
- 2. I do hereby attest that Brown Asphalt
(Company Name)


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

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

Printed Name: Tammy White
 Signature: Tammy White
 Title: Office Manager
 Company Name: Brown Asphalt Paving Co. Inc.
 Date: 5/4/17

Taken, subscribed and sworn to before me this 4 day of May, 2017.

By Commission expires May 11, 2022

(Seal)  OFFICIAL SEAL
 NOTARY PUBLIC
 STATE OF WEST VIRGINIA
 Susan J. Marin
 Community Bank
 631 Juliana St.
 Parkersburg, WV 26101
 My Commission Expires March 11, 2022

[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.

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: BROWN ASPHALT PAVING Co. Inc.
Authorized Signature: [Signature] Date: 5/4/17

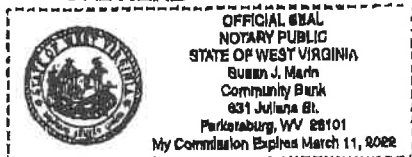
State of WV

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 4 day of May, 2017.

My Commission expires March 11, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

CERTIFICATE OF UNDERSTANDING

I, TAMMY WHITE
(Print Name), an intern/contracted employee/volunteer
of the Division of Juvenile Services at LOUISE YEAGER JUVENILE DETENTION
(Name of Facility)

do hereby affirm that I have read and understand Policy #151.00, Prison Rape Elimination Act (PREA).

Tammy White
SIGNATURE

5/4/17
DATE

Scott Allen
WITNESS

5/4/17
DATE