



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 09 — Construction

RECEIVED

2020 MAR 18 PM 12:25

Proc Folder: 668627

Doc Description: ADDENDUM 1 WEIGHBRIDGE REMOVAL/ REPLACEMENT (8620C0010)

Proc Type: Central Purchase Order

WV PURCHASING  
 DIVISION

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-12	2020-03-18 13:30:00	CRFQ 0803 DOT2000000119	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Husted  
 (304) 558-2402  
 crystal.g.husted@wv.gov

Signature X *Ray Trutt*

FEIN # 34-0858812

DATE 3/17/2020

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH A ONE-TIME CONTRACT FOR ALL LABOR, MATERIALS, AND ALL ASSOCIATED COSTS TO REMOVE AND REPLACE TWO (2) VEHICLE SCALE WEIGHBRIDGES AT WEIGH STATIONS LOCATED ALONG I-64 NEAR MILE POINT 37.5 IN THE HURRICANE AREA PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV25305 US	DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Weighbridge Replacement at I-64 Weigh Stations near MM 37.5	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
48101611			

**Extended Description :**

ALL LABOR, MATERIALS, AND ALL ASSOCIATED COSTS TO REMOVE AND REPLACE TWO (2) VEHICLE SCALE WEIGHBRIDGES AT WEIGH STATIONS

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2020-03-02
2	VENDOR QUESTION DEADLINE	2020-03-06

**SOLICITATION NUMBER: CRFQ DOT2000000119**

**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

1. To publish the mandatory pre-bid sign-in sheets

No other changes

Bid opening remains March 18, 2020 at 1:30 PM

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2000000119

Date of Pre-Bid Meeting: 03/02/2020

Location of Prebid Meeting: I-64 East Bound Weigh Station(Hurricane WV)

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
WV DOH	Tina Lewis	1900 Kanawha Blvd Charleston, WV	304-414-6859		tina.l.lewis@wv.gov
<del>Parsons Contracting</del> Kanawha Seals	Andrew Parsons	14526 Charleston Rd Red House WV 25168	304-546-1403		a.r.parsons@hotmail.com
Kanawha Seals	John Steele	111 Jacobson Drive Pocah, WV 25159	304-755-8321		jsteele@kanawhascales.com
Kanawha Seals	Darg Pierson	111 Jacobson Drive Pocah, WV 25159	304-755-8321		dpierson@kanawhascales.com
Breckbuhler Scales	Dave Gilham	100 McJunkin Rd Nitro, WV 25143	(304) 755-0686		dgilham@bscales.com
WV DOH	Gary Graley	1900 Kanawha Blvd East Charleston WV	304-414-466		gary.w.graley@wv.gov

**\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.**

# Pre-Bid Sign-In Sheet

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**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
PSC	JBSchodert	203 Brooks St Charleston WV	304-389-7887		jschodert@psc.state.wv.us
PSC	CT Pauley	201 Brooks St Charleston, WV 25301	(304)539-0091		cpauley2@psc.state.wv.us

**\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2000000119**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Brechbuhler Scales, Inc.

Company

*Ray Tritt, Treas.*

Authorized Signature

3/17/20

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:** Brechbuhler Scales, Inc.

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

<b>Subcontractor Name</b>	<b>License Number if Required by W. Va. Code § 21-11-1 et. seq.</b>

Attach additional pages if necessary



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Dave Gilham, Account Representative  
(Name, Title)  
DAVE GILHAM, ACCOUNT REPRESENTATIVE  
(Printed Name and Title)  
100 McJunkin Rd Nitro, WV 25143  
(Address)  
304-755-0686 / 304-755-3786  
(Phone Number) / (Fax Number)  
dgilham@bscales.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Brechbuhler Scales, Inc.  
(Company)  
Ray Tritt, Treas.  
(Authorized Signature) (Representative Name, Title)  
Ray Tritt, Treas.  
(Printed Name and Title of Authorized Representative)  
3/17/20  
(Date)  
330-458-3041      330-471-8065  
(Phone Number) (Fax Number)

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CRFQ DOT2000000119  
I-64 EB and WB Weigh Station Scale Replacement (8620C0010)**

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**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways Planning Division to establish a contract for the following:

The Vendor will replace 2 vehicle scale weighbridges at weigh stations located along I-64 near mile point 37.5 in the Hurricane area. One scale is located on the eastbound direction and the other scale is located on the westbound direction. Work will include materials and labor for the replacement scales along with demolition and disposal of the existing scales.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 **“Construction Services”** means replacement of weighbridge scales for commercial vehicles as more fully described in the Project Plans.

2.2 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 **“Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
4. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

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- 4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least 2 projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 9. PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
- No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
- Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

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**10. CONDITIONS OF THE WORK**

**10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**10.3. Standard Work Hours:** The standard hours of work for this Contract will be anytime between 6:30 am and 7:00 pm Monday thru Friday excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

**10.4. Project Closeout:** Project Closeout shall include the following:

**10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

**10.4.1.1.** Existing scales will be removed from weigh station facilities as part of this purchase.

**10.4.1.2.** Any damages to facility during demotion and installation will be repaired or replaced.

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. At time of final inspection, the vendor will provide documentation of weighbridge calibration. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

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**11. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**11.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**11.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**12. MISCELLANEOUS:**

**12.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Dave Gilham

**Telephone Number:** 304-755-0686

**Fax Number:** 304-755-3786

**Email Address:** dgilham@bscales.com



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

STATE OF OHIO

COUNTY OF Stark, TO-WIT:

I, Ray Tritt, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Brechbuhler Scales, Inc.; and,  
(Company Name)
- 2. I do hereby attest that Brechbuhler Scales, Inc.  
(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: Ray Tritt  
 Signature: Ray Tritt, Treas  
 Title: Treasurer  
 Company Name: Brechbuhler Scales, Inc.  
 Date: 3/17/20

Taken, subscribed and sworn to before me this 17 day of March, 2020.

By Commission expires 8-19-24

(Seal)



Kara Schiavone  
(Notary Public)

KARA E. SCHIAVONE  
Notary Public, State of Ohio  
My Commission Expires 08-19-2024

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Brechbuhler Scales, Inc.

Authorized Signature: Roy Trist, Treas. Date: 3/17/20

State of Ohio

County of Stark, to-wit:

Taken, subscribed, and sworn to before me this 17 day of March, 2020.

My Commission expires 8-19-2024

**AFFIX SEAL HERE**

NOTARY PUBLIC

Kara Schiavone  
KARA E. SCHIAVONE  
Notary Public, State of Ohio  
My Commission Expires 08-19-2024

Purchasing Affidavit (Revised 01/19/2018)

**West Virginia Ethics Commission  
Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

**Name of Contracting Business Entity:** Brechbuhler Scales, Inc. **Address:** 100 McJunkin Rd Nitro, WV 25143  
**Name of Authorized Agent:** Ray Tritt **Address:** 1424 Scale St SW Canton, OH 44706  
**Contract Number:** 0803 CRFQ DOT 2000000119 **Contract Description:** Weighbridge removal/replacement  
**Governmental agency awarding contract:** Division of Highway

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

Kraig Brechbuhler

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

**Signature:** Ray Tritt, Treasurer **Date Signed:** 3/17/20

**Notary Verification**

State of Ohio, County of Stark:

I, Ray Tritt, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 17th day of March, 2020.

Kara Schiavone  
Notary Public's Signature

**KARA E. SCHIAVONE**  
Notary Public, State of Ohio  
My Commission Expires 08-19-2024

**To be completed by State Agency:**  
**Date Received by State Agency:** \_\_\_\_\_  
**Date submitted to Ethics Commission:** \_\_\_\_\_  
**Governmental agency submitting Disclosure:** \_\_\_\_\_



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I-64 EB and WB Weigh Station Scale Replacement (8620C0010)**

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**EXHIBIT A - PRICING PAGE**

ALL LABOR, MATERIALS, AND ALL ASSOCIATED COSTS TO REMOVE AND REPLACE  
TWO (2) VEHICLE SCALE WEIGHBRIDGES AT WEIGH STATIONS LOCATED  
ALONG I-64 NEAR MILE POINT 37.5 IN THE HURRICANE AREA.

**VENDOR COMPANY NAME:** Brechbuhler Scales, Inc.

**VENDOR ADDRESS:** 100 McJunkin Rd  
Nitro, WV 25143

**TELEPHONE:** 304-755-0686

**FAX NUMBER:** 304-755-3786

**E-MAIL ADDRESS:** dgilham@bscales.com

**CONTRACT TOTAL BID AMOUNT:**

Sixty Three Thousand dollars  
(\$ 63,000.00 ) (Contract bid to be written in words and numbers.)

**Failure to use this bid form may result in bid disqualification.**

**SIGNATURE:** Ray Tritt, Treas.

**DATE:** 3/17/2020

**NAME:** Ray Tritt

(Please Print)

**TITLE:** Treas.

Scale NTEP: COC# 01-075

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Brechbuhler Scales, Inc.  
of Canton, Ohio, as Principal, and Ohio Farmers Insurance Company  
of Westfield Center, Ohio, a corporation organized and existing under the laws of the State of Ohio  
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 5% of Base Bid Plus All Add Alternates (\$ \_\_\_\_\_) 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  
Weighbridge Removal / Replacement (8620C0010)

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 16th day of March, 2020.

Principal Seal

Brechbuhler Scales, Inc.  
(Name of Principal)  
By Ray Tritt  
(Must be President, Vice President, or  
Duly Authorized Agent)  
Treas.  
(Title)

Surety Seal

Ohio Farmers Insurance Company  
(Name of Surety)  
Paul E. Cruciani  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/11/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3402102 02

General  
Power  
of Attorney

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

CERTIFIED COPY

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  
W. TODD WITHAM, RICHARD K. MARTINDALE, W. FRED KLOOTS, JR., ELAINE M. DUNN, PAUL E. CRUCIANI, THERESA GUISER, JANET L. ROBERTS, CARLY MUSSEY-WIDENER, DARREN FAYE, JOINTLY OR SEVERALLY

of NORTH CANTON and State of OH 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 National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 11th day of JANUARY A.D., 2018 .

Corporate  
Seals  
Affixed



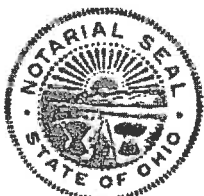
WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*  
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 11th day of JANUARY A.D., 2018 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and 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



*David A. Kotnik*

David A. Kotnik, 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 16th day of March A.D., 2020



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary

**Financial  
Statement**

December 31, 2018

**Westfield Insurance Co.**

Westfield Center, Ohio 44251-5001

**WESTFIELD INSURANCE COMPANY  
BALANCE SHEET**

**12/31/18**

(in thousands)

<b>Assets</b>	
Cash, cash equivalents, and short term investments	12,362
Bonds	1,486,046
Stocks	527,867
Agents' balances and uncollectd premiums, net	333,751
Other admitted assets	542,709
Total admitted assets	<u>2,902,735</u>
<b>Liabilities</b>	
Reserve for unearned premiums	488,230
Reserve for unpaid losses and loss expenses	953,793
Reserve for taxes and other liabilities	305,143
Total liabilities	<u>1,747,166</u>
Capital stock	8,220
Surplus to policyholders	<u>1,147,349</u>
Total surplus	1,155,569
Total liabilities and surplus	<u>2,902,735</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Westfield Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of West Virginia..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2018.

Attest:



Frank A. Carrino  
Group Legal Leader, Secretary



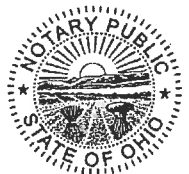
Dennis P. Baus  
National Surety Leader  
Senior Executive



Sworn to before me this 13<sup>th</sup> day of February A.D. 2019.



David A. Kotnik  
Attorney at Law  
Notary Public - State of Ohio



My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

**Ohio Department of Insurance**

Mike DeWine - Governor  
Jillian Froment - Director



**Certificate of Compliance**

Issued 06/25/2019

Effective 07/01/2019

Expires 06/30/2020

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

**OHIO FARMERS INSURANCE COMPANY**

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Accident & Health	Inland Marine
Aircraft	Medical Malpractice
Allied Lines	Multiple Peril - Commercial
Boiler & Machinery	Multiple Peril - Farmowners
Burglary & Theft	Multiple Peril - Homeowners
Collectively Renewable A & H	Noncancellable A & H
Commercial Auto - Liability	Nonrenew-States Reasons (A&H)
Commercial Auto - No Fault	Ocean Marine
Commercial Auto - Physical Damage	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	
Guaranteed Renewable A & H	

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2018 that it has admitted assets in the amount of \$3,019,493,490, liabilities in the amount of \$742,094,695, and surplus of at least \$2,277,398,795.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Jillian Froment, Director

