



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
DNR80076

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32 304-558-0492

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

Carpenter Reclamation  
 P.O. Box 13015  
 Sissonville, WV 25360

SHIP TO

DIVISION OF NATURAL RESOURCES  
 PROCUREMENT OFFICE  
 CAPITOL COMPLEX  
 BUILDING 3, ROOM 630  
 CHARLESTON, WV  
 25305 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2006				

BID OPENING DATE: 12/19/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WV DEPARTMENT OF NATURAL RESOURCES, PARKS & RECREATION DIVISION TO PROVIDE SEWAGE LIFT STATION REPLACEMENT.						
MANDATORY PRE-BID: A MANDATORY PRE-BID WILL BE HELD ON DECEMBER 7, 2006; 1:00 PM AT TWIN FALLS STATE PARK.						
ATTACHMENTS:						
<ol style="list-style-type: none"> <li>1. GENERAL INFORMATION</li> <li>2. INVITATION TO BID</li> <li>3. BID FORM</li> <li>4. ADDENDUM ACKNOWLEDGEMENT</li> <li>5. AFFIDAVIT</li> </ol>						
0001	1	LS		890-65	\$1	97,000.00
SEWAGE LIFT STATION REPLACEMENT						
EXHIBIT 5						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM						

SIGNATURE <i>K. Carpenter</i>		TELEPHONE 984-1115	DATE 12-19-06
TITLE <i>President</i>	FEIN 55-0693493	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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<p>WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR WYOMING COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p>						

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				<p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM</p>		

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<p>AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ..... ✓ .....</p> <p>NO. 2 ..... .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelly Carpenter</i>	TELEPHONE 984-1115	DATE 12-19-06
TITLE <i>President</i>	FAX 550693493	ADDRESS CHANGES TO BE NOTED ABOVE

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DIVISION OF NATURAL RESOURCES  
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NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>.....<i>Kelly Carpenter</i>.....SIGNATURE  <i>Carpenter Reclamation</i>.....COMPANY            .....<i>12/19/06</i>.....DATE</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 CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *KC* TELEPHONE DATE *12/19/06*

TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CONTRACTORS NAME: ... <i>Carpenter Reclamation</i> ...</p> <p>CONTRACTORS LICENSE NO.: ... <i>12/19/06</i> ...</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION</p>						

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<p><b>PURCHASING DIVISION</b>  <b>BUILDING 15</b>  <b>2019 WASHINGTON STREET, EAST</b>  <b>CHARLESTON, WV 25305-0130</b></p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:                                      RON PRICE-----</p> <p>REQ. NO.:                                      DNR80076-----</p> <p>BID OPENING DATE:                      12/19/2006-----</p> <p>BID OPENING TIME:                      1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:                <u>304-984-1115</u>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:                <u>Randy Carpenter CELL-543-1726</u>-----</p>						

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SIGNATURE <i>RC</i>	TELEPHONE	DATE <b>12/19/06</b>
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DNR80076 ***** TOTAL:						<u>97,100.<sup>00</sup></u>

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There is no fee for the Project Manual.

Request for Quotations may be obtained by contacting:

Finance and Administration  
Purchasing Division  
2019 Washing St., East  
P. O. Box 50130  
Charleston, WV 25305  
Telephone: 304-558-0492

A **mandatory** pre-bid conference will be held at Twin Falls State park onsite  
ON DECEMBER 7, 2006 at 1:00 p.m. to discuss the project.  
No bids will be considered from other than those present at the pre-bid  
conference.

Sealed bids will be received until date noted on Request for Quotations.

The Bidder understands that to the extent allowed by the WV Code, the OWNER reserves the right to waive any informality or irregularity in any bid or bids, and to reject any and all bids in whole or in part; to reject a bid not accompanied by the required bid security or by other bidder that is in any way inconsistent with the requirements, terms, and conditions of the bidding documents; or to reject a bid that is in any way incomplete or irregular.

The bidder, if successful and awarded the Contract, agrees that all WORK is to be complete within 60 consecutive calendar days following receipt 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 liquidate damages in the amount of \$100 per day.

Any WORK performed or any materials contracted for prior to the receipt of the OWNER'S written Notice to Proceed, shall be at the bidder's risk.

Upon receipt of the OWNER'S written notice of acceptance of this bid, the Bidder agrees that he shall execute and deliver the Contract along with insurance certificates as set forth in the bidding documents to the OWNER within ten (10) consecutive calendar days, or the Bidder shall forfeit the security deposited with this Bid.

## INVITATION TO BID

**PROJECT: Twin Falls Resort State Park  
Campground Sewage Lift Station Replacement  
Wyoming County, West Virginia**

The West Virginia Division of Natural Resources, Parks and Recreation, requests bids for the campground sewage lift station replacement at Twin Falls Resort State Park, Wyoming County, West Virginia. This project includes:

Removing the existing sewage lift station and its controls;

Replacing the existing sewage lift station with a complete new installation including all necessary labor, materials and equipment;

Properly disposing of all materials removed from the site; and other work described in the Bidding Documents.

The Bidding Documents consist of the Request for Quotations and Project Manual. The Project Manual may be obtained by contacting:

Bradley S. Leslie, P.E.  
WVDNR, Parks and Recreation  
Planning, Engineering and Maintenance  
Capitol Complex, Building 3, Room 722  
1900 Kanawha Boulevard, East  
Charleston, WV 25305  
Telephone: 304-558-2775  
Fax: 304-558-0077

There is no fee for the Project Manual.

Request for Quotations may be obtained by contacting:

Ron Price, Buyer Supervisor  
Finance and Administration  
Purchasing Division  
2019 Washington Street, East  
P. O. Box 50130  
Charleston, WV 25305  
Telephone: 304-558-0492

A **mandatory** pre-bid conference will be held at Twin Falls Resort State Park on site the \_\_\_\_\_ day of \_\_\_\_\_, 2006 at 1:00 p.m., to discuss the project. No bids will be considered from other than those present at the Pre-Bid Conference.

Sealed Bids will be received until date noted on Request for Quotations.

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a Bid not accompanied by the required Bid security or by other data required by the Bidding Documents; to reject any condition of the Bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a Bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the Contract, agrees that all WORK is to be complete within 60 consecutive calendar days following receipt 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 of \$100.00 per day.

Any WORK performed or any materials Contracted for prior to the receipt of the OWNER'S written Notice To Proceed, shall be at the Bidder's risk.

Upon receipt of the OWNER'S written notice of acceptance of this Bid, the Bidder agrees that he shall execute and deliver the Contract along with insurance certificates as set forth in the Bidding Documents to the OWNER within ten (10) consecutive calendar days, or the Bidder shall forfeit the security deposited with this Bid.

## PROPOSAL OR BID

Carpenter Reclamation  
Name of Bidder

**PROJECT: Twin Falls Resort State Park  
Campground Sewage Lift Station Replacement  
Wyoming County, West Virginia**

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of WORK and also being familiar with the general conditions to Bidders, drawings and specifications, hereby propose to furnish all materials, equipment and labor to complete all WORK described in the Bidding Documents in a workmanlike manner.

The Bid shall include all the necessary materials, equipment and labor to complete all WORK as shown in the Bidding Documents prepared by the Division of Natural Resources, Parks and Recreation.

**BASE BID DESCRIPTION:** Materials, equipment and labor for campground sewage lift station replacement at Twin Falls Resort State Park.

**BASE BID AMOUNT:**

Ninty Seven Thousand Dollars AND  
NO CENTS (\$ 97,000.<sup>00</sup>)  
(Total to be written in words and figures.)

In the event of a difference in written amount and the number amount, the written amount shall prevail.

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a Bid not accompanied by the required Bid security or by other data required by the Bidding Documents; to reject any condition of the Bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a Bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the CONTRACT, agrees that all WORK is to be completed within 60 consecutive calendar days following receipt 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 of \$100.00 per day. Allowances may be made for delays due to shortages of materials, subject to proof by documentation, and also for delays due to strikes and other delays beyond the control of the CONTRACTOR. All delays and any claim for extension of the Contract time must be properly documented in accordance with the Contract Documents.

Any WORK performed or any materials Contracted for prior to the receipt of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

Upon receipt of the OWNER'S written notice of acceptance of this Bid, the Bidder agrees that he shall execute and deliver the Contract along with insurance certificates as set forth in the Bidding Documents to the OWNER within ten (10) consecutive calendar days, or the Bidder shall forfeit the security deposited with this bid.

### **PROGRESS PAYMENTS**

The CONTRACTOR will make current estimates, in writing, once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the Contract during the preceding month and the value thereof figured at the Contract unit prices or based on the approved Schedule of Values. Should there be any doubt by the OWNER as to the integrity of any part of the completed WORK, the estimates for that portion will not be allowed until the cause for such doubt has been removed and the estimate modified by the CONTRACTOR accordingly. The CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to five percent (5%) will be deducted and retained by the OWNER until completion of the entire Contract is in an acceptable manner. The balance, less all previous payments, will then be certified for payment by the OWNER.

When the WORK under Contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.



RFQ No. DNR80074**A F F I D A V I T****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 owned 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.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Carpenter ReclamationAuthorized Signature: Kelley Carpenter Date: 12-19-06





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  
**DNR80076**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 32**  
**304-558-0492**

VENDOR

**CARPENTER RECLAMATION**  
**P.O. BOX 13015**  
**SISSONVILLE, WV 25360**

SHIP TO

**DIVISION OF NATURAL RESOURCES**  
**PROCUREMENT OFFICE**  
**CAPITOL COMPLEX**  
**BUILDING 3, ROOM 630**  
**CHARLESTON, WV**  
**25305**                      **304-558-3397**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/13/2006				

BID OPENING DATE: **12/19/2006**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #01		\$ 97,000.00
<p>THIS ADDENDUM IS ISSUED AS A RESULT OF THE PRE-BID HELD ON DECEMBER 7, 2006; 1:00 PM AT TWIN FALLS STATE PARK.</p> <p>ATTACHMENTS: 1. PRE-BID SUMMARY            2. ADDENDUM REQUEST NO. 1            3. SIGN-IN SHEET            4. PRE-BID MEETING CHECKLIST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE <b>984-1115</b>	DATE <b>12-19-06</b>
TITLE <i>President</i>	FEIN <b>550693493</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

**Twin Falls Resort State Park  
Campground Lift Station Replacement  
Request for Quotations # DNR-80076  
Pre-Bid Meeting Summary  
Date of Meeting: December 7, 2006**

- 1 A pre-bid meeting was held for the referenced project as scheduled and advertised.
- 2 A sign-in sheet was circulated, a copy is attached.
- 3 The pre-bid meeting summary checklist was used to conduct the meeting, a copy is attached.
- 4 It was discovered during this meeting that many of the project manuals had site drawings that were too light to read adequately. Additional copies were made of the original drawings and were distributed at the meeting. These copies were much darker and eliminated the problem. Each person in attendance was given a set of drawings. They were replacements for drawings included in the project manual titled "Site Drawings" and were sheets 1, 2 and 3 of 3.
- 5 Contractors were instructed to verify the site dimensions including existing configuration and elevations prior to ordering any materials for this project. Drawings are intended to give the general configuration and scope of work required to complete the installation.
- 6 Work time was set at Monday through Saturday from 7:00 am to 9:00 pm.
- 7 Contractor shall remove the existing electrical disconnect located adjacent to the electrical power transformer. Existing electrical service may be abandoned in place.
- 8 Contractor will regrade and revegetate all areas disturbed during the prosecution of this work.
- 9 Contractor may eliminate anti-flotation ring shown on the section drawings of the lift station. This may be done to reduce the weight of the base and allow its placement with lighter, less expensive equipment. There is no danger of the lift station floating in its proposed location and calculations indicate that if it is exposed to saturated soil conditions, the lift station will not float.
- 10 An addendum request will be issued for items 5,6,7,8 and 9.
- 11 Contractors had an opportunity to view the site and the meeting was concluded at approximately 3:00 pm

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Bradley S. Leslie, PE

CC: Steve DeBarr, PE  
Blair Taylor  
Scott Durham  
Nathan Hanshaw  
Beverly Carte  
Ron Price

**Addendum Request No. 1  
Twin Falls Resort State Park  
Campground Lift Station Replacement  
Request for Quotations # DNR-80076**

Please amend the contract document to reflect the following additions:

- 1 It was discovered during this meeting that many of the project manuals had site drawings that were too light to read adequately. Additional copies were made of the original drawings and were distributed at the meeting. These copies were much darker and eliminated the problem. Each person in attendance was given a set of drawings. They were replacements for drawings included in the project manual titled "Site Drawings" and were sheets 1, 2 and 3 of 3 in that titled section. Additional copies can be obtained by contacting the Engineer.
- 2 Contractors are instructed to verify the site dimensions including existing configuration and elevations prior to ordering any materials for this project. Drawings are intended to give the general configuration and scope of work required to complete the installation.
- 3 Work time was set at Monday through Saturday from 7:00 am to 9:00 pm.
- 4 Contractor shall remove the existing electrical disconnect located adjacent to the electrical power transformer. Existing electrical service may be abandoned in place.
- 5 Contractor will regrade and revegetate all areas disturbed during the prosecution of this work.
- 6 Contractor may eliminate anti-flotation ring shown on the section drawings of the lift station. This may be done to reduce the weight of the base and allow its placement with lighter, less expensive equipment. There is no danger of the lift station floating in its proposed location and calculations indicate that if it is exposed to saturated soil conditions, the lift station will not float. No other changes to the plans or specifications will be allowed.

SIGN-IN SHEET  
 DNR-80076  
 TWIN FALLS STATE PARK  
 CAMPGROUND LIFT STATION REPLACEMENT

NEEDS PLANS	NAME/CO	ADDRESS	TELEPHONE/FAX
	Check Harper		304/636/1124
	Triple H Cont	P.O. Box 176 Beverly W. 26253	Fax 304/335/4777
	TR STATE PIPELINE	412 SOWDA ROAD SOUTH POINT OH 45680	740 577 4208 V 740 577 9933 F
	Jonathan Wiseman	Protected Systems	304 984-3333
	Chojnacki Co Inc		cell 209-3935
	Andrew Chojnacki		Home Office 778-7599 FAX 312-24-7779
	Randy Carpenter	PO BX 13015	Stinsonville 984115
	Carpenter Reclamation	W V 25260	9842770
	ANTHONY REESE	110 WILKINSON ST. ST. ALBANS W. V. 25177	
	Jimmy Bunn Etc.	304-722-4317 FAX 304-722-5246 OFFICE	
	Ken Becknell	Protected Systems	304 984-3333

## PRE-BID MEETING CHECKLIST

Date of Meeting: 12/07/06

Project: TWIN FALLS LIFT STATION REPLACEMENT

Requisition No.: DNR-20076

- Meeting attendees are to sign a signature sheet.
- Review of the invitation to bid and the form of proposal.
- Review of the instructions to bidders.
- Bid opening date, place, and time.
- Procedure for issuing addendum.
- An explanation of the mandatory pre-bid meeting.
- Review of insurance requirements.
- Review of bond requirements.
- The Owner's line of contract administration authority
- Time required for contract completion
- Liquidated damages
- Overview of the project and scope of work as described by the bidding documents.
- Description of any unusual or special provisions described by the bidding documents.
- Information and/or work to be furnished by the Owner.
- Sequencing or phasing of work requirements.
- Review and/or identification of any mistakes/conflicts found in the bidding documents.
- Procedure for compensating the Contractor and description of any retainage required.
- Permits required to be obtained by the Contractor.
- Utilities to be encountered, moved, required, or available for temporary and/or permanent use.
- Site conditions.
- Site access and use of the area. *Walk thru MON - SAT  
7:00AM - 9:00PM*
- Maintenance of the site and daily cleanup requirements
- Working with the park staff and park guests.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Carpenter Reclamation, Inc  
of PO Box 13015 Sissonville, WV 25360, as Principal, and Western Surety Company  
of U.S. Steel Tower, 600 Grant Street, Suite 500, Pittsburgh, PA a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent (\$ 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 DNR 80076, Campground sewage lift station replacement at Twin Falls State Park according to plans and specifications.

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 13th day of December, 2006.

Principal Corporate Seal

Carpenter Reclamation  
(Name of Principal)  
By Kelley Carpenter  
Kelley Carpenter (Must be President or Vice President)  
President  
(Title)

Surety Corporate Seal

Western Surety Company  
(Name of Surety)  
Ross E. Johnson  
Ross E. Johnson 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.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Ross E. Johnson, Patricia C Baire, Beverly A Holstine, Kathryn K Arthur, Individually**

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2006.

WESTERN SURETY COMPANY



*Paul T. Bruflat*

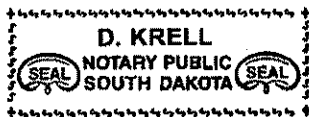
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



*D. Krell*

D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of December 2006.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.