

PROPOSAL OR BID

Tri-State Pipeline, Inc.
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:

Eighty-five thousand, five hundred
Seventeen dollars and no cents. (\$ 85,517.00)
(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.

ADDENDUM ACKNOWLEDGMENT

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my proposal.

Addendum No. 1 ✓ dated 12-13-06
Addendum No. 2 _____
Addendum No. 3 _____
Addendum No. 4 _____

I understand that failure to confirm the receipt of the Addendum is cause for rejection of bids.

Lina P. Gempel 12-19-06
Signature Date

RESPECTFULLY SUBMITTED:

DATE: 12-19-06 WV VENDOR NUMBER: _____
WV Contractor's Number: WV-040283

BY: Lina P. Gempel
(Signature in Ink)

TITLE: President

FIRM NAME: Tri-State Pipeline, Inc.

ADDRESS: 412 Solida Rd.
South Point OH.
45680

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, TRI-STATE PIPELINE, INC., 412 Solida Road, South Point, OH. 45680 as Principal, and

OHIO CASUALTY INSURANCE COMPANY as Surety, are hereby

held and firmly bound unto PUTNAM COUNTY COMMISSION as OWNER

in the penal sum of FIVE PERCENT (5%) OF THE AMOUNT BID

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 19th day of December, 20 06.

The Condition of the above obligation is such that whereas the Principal has submitted to PUTNAM COUNTY COMMISSION, Winfield, WV. certain

BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the PUTNAM COUNTY ANIMAL SHELTER SEWER EXTENSION PROJECT

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being 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 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 OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

TRI-STATE PIPELINE, INC.

BY: *Tina R. Enyral* (L.S.)
Principal

OHIO CASUALTY INSURANCE COMPANY

Surety

By: *Thomas H. Voeltz*
THOMAS H. VOELTZ, ATTORNEY-IN-FACT

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED:

BY: *Vickie L. Mounts*
WEST VIRGINIA RESIDENT AGENT
Vickie L. Mounts, Huntington, WV.

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 35-352

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, do hereby nominate, constitute and appoint: Thomas C. Phipps, Thomas H. Voeltz or J. Michael Wellman of Ashland, Kentucky its true and lawful agent (s) and attorney (s)-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, not exceeding in any single instance FIVE MILLION (\$5,000,000.00) DOLLARS, 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 Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Hamilton, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 28th day of November, 2000.



Sam Lawrence

Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 28th day of November, 2000 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN 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 deposed and saith, that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2002.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section I of West American Insurance Company, extracts from which read:

Article VI, Section 7. APPOINTMENT OF ATTORNEYS-IN-FACT, ETC. "The chairman of the board, the president, any vice-president, the secretary or any assistant secretary of each of these Companies shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Companies as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

Article VI, Section 1. APPOINTMENT OF RESIDENT OFFICERS. "The Chairman of the Board, the President, any Vice President, a Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint attorneys in fact for the purpose of signing the name of the corporation as surety or guarantor, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of surety-ship or guarantee, and policies of insurance to be given in favor of an individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the respective directors of the Companies (adopted May 27, 1970-The Ohio Casualty Insurance Company; adopted April 24, 1980-West American Insurance Company):

"RESOLVED that the signature of any officer of the Company authorized by the By-Laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to 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 and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above Resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 19th day of December 2006



Mark E. Schmidt

Assistant Secretary