



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
868000002

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

BAYLISS & RAMEY, INC.  
 2262 Roxalana Road  
 P.O. Box 503  
 Dunbar, WV 25064

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/04/2007				

BID OPENING DATE: **09/26/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	60	EA		936-86		\$1,615,565.48
<p><b>MAINTENANCE, TRAFFIC CONTROL DEVICES</b></p> <p>TO INSTALL OR UPGRADE 60 WVDOH PERMANENT AUTOMATIC TRAFFIC RECORDERS STATEWIDE, AS DIRECTED BY THE WEST VIRGINIA DIVISION OF HIGHWAYS' PROGRAM PLANNING, ADMINISTRATION AND TRAFFIC ANALYSIS SECTION.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>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 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 VARIOUS COUNTYS 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. [Signature]</i>	TELEPHONE 304-744-7316	DATE Sept. 26, 2007
TITLE Vice-President	FEIN 55-034-3932	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



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**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN JOHNSTON**  
**304-558-2402**

VENDOR

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 BAYLISS & RAMEY, INC.  
 2262 Roxalana Road  
 P.O. Box 503  
 Dunbar, WV 25064

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<p>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. 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 ACCEPCTABLE 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. Ruff</i>	TELEPHONE 304-744-6317	DATE Sept. 26, 2007
TITLE Vice-President	FEIN 55-034-3932	ADDRESS CHANGES TO BE NOTED ABOVE

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**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN JOHNSTON**  
**304-558-2402**

VENDOR

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BAYLISS & RAMEY, INC.  
 2262 Roxalana Road  
 P.O. Box 503  
 Dunbar, WV 25064

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<p>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> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. ...</i>	TELEPHONE 304-744-6317	DATE Sept. 26, 2007
TITLE Vice-President	FEIN 55-034-3932	ADDRESS CHANGES TO BE NOTED ABOVE

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**4**

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VENDOR

BAYLISS & RAMEY, INC.  
 2262 Roxalana Road  
 P.O. Box 503  
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<p>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 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 AL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. White</i>	TELEPHONE 304-744-6317	DATE Sept. 26, 2007
TITLE Vice-President	FON 55-034-3932	ADDRESS CHANGES TO BE NOTED ABOVE

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**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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**304-558-2402**

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BAYLISS & RAMEY, INC.  
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<p>BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. 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> <p>NO. 3 ..... .....</p> <p>NO. 4 ..... .....</p> <p>NO. 5 ..... .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>..... <i>Mark R. Whitt</i> ..... SIGNATURE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. Whitt</i>	TELEPHONE 304-744-6317	DATE Sept. 26, 2007
TITLE Vice-President	FEIN 55-034-3932	ADDRESS CHANGES TO BE NOTED ABOVE

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**6**

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>Bayliss &amp; Ramey, Inc. .... COMPANY</p> <p>September 26, 2007 ..... DATE</p> <p>REV. 11/96</p> <p><b>CONTRACTORS LICENSE</b></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> <p>CONTRACTORS NAME: ..... Bayliss &amp; Ramey, Inc. ....</p> <p>CONTRACTORS LICENSE NO.: ..... WV000856 .....</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><b>APPLICABLE LAW</b></p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. [Signature]</i>	TELEPHONE 304-744-6317	DATE Sept. 26, 2007
TITLE Vice-President	FEIN 55-034-3932	ADDRESS CHANGES TO BE NOTED ABOVE

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**7**

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**JOHN JOHNSTON**  
**304-558-2402**

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BAYLISS & RAMEY, INC.  
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**DIVISION OF HIGHWAYS**  
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<p>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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</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: <span style="float: right;">33</span></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. Johnston</i>	TELEPHONE 304-744-6317	DATE Sept. 26, 2007
TITLE Vice-President	FEIN 55-034-3932	ADDRESS CHANGES TO BE NOTED ABOVE

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REQ. NO.:				868000002		
BID OPENING DATE:				09/26/2007		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-744-3759		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
				Mark R. Whitt		
***** THIS IS THE END OF RFQ 868000002 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. Whitt</i>	TELEPHONE 304-744-6317	DATE Sept. 26, 2007
TITLE Vice-President	FEIN 55-034-3932	ADDRESS CHANGES TO BE NOTED ABOVE

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## STATE OF WEST VIRGINIA

## PURCHASE CONTINUATION SHEET

Buyer:	Page:	Requisition or P.O. No.:
JJ-33	9	86-8-000002
Spending Unit:		
West Virginia Division of Highways		

The West Virginia Department of Transportation – Division of Highways (WVDOH) seeks a firm to upgrade, and/or install 60 WVDOH permanent traffic counting stations at various locations across the state. An initial part of the contract will entail upgrading 27 existing Permanent Automatic Traffic Recorder (PATR) cabinets' internal electronics with up to date electronics capable of Weigh-In-Motion (WIM), Automatic Vehicle Classification (AVC) and automatic traffic recording (ATR) capabilities. Additionally 33 other sites will require complete site installations including cutting traffic loops in the highway, conduit push unders and installing piezo loops as well as installing new pole mounted traffic counting cabinets with electronics capable of Weigh-In-Motion (WIM), Automatic Vehicle Classification (AVC) and automatic traffic recording (ATR) capabilities. The data collected from the PATR sites needs to have the capability to be switched from one function to another function (i.e. WIM to AVC, for example) from the WVDOH Traffic Analysis Section Headquarters in Charleston, WV. The intent of this contract is for WVDOH to associate with a firm that has at least 10 years of experience and proven technical expertise in traffic monitoring systems installation and servicing.

## BID SCHEDULE

The minimum quantity per site, per lane will be two (2) twelve foot piezo sensors on either side of one (1) 6 foot x 6 foot loop detectors and related wiring, saw cuts, conduit etc. per attached materials list and installation sketches. Associated wire runs will be made as necessary to connect sensors to in place controller cabinet. It should be noted, all new installation sites will have controller cabinets mounted on utility poles. Contractor shall provide and install utility pole, type "M" controller cabinet and install a solar panel on utility pole per attached material list. Controllers shall have a two year warranty from defects and workmanship, and if replaced, warranty shall begin again. Controller replacement shall not exceed seven (7) days. Incidences such as lightning or vehicle collision damage are not considered part of warranty. Other types of replacement shall not exceed two weeks unless agreed upon by WVDOH, Program Planning and Administration, Traffic Analysis Section Head.

## ITEM 1

Twenty seven (27) sites, 20 two lane sites and 7 four lane sites, will have controller electronics replacement and related wiring/materials as needed, only. \$ 501,034.19

## ITEM 2

16 complete two lane site installations using four (4) piezo electric axle sensors, two - 6 ft. by 6 ft. Loop Detectors, junction boxes and related materials per ITEM 4 (Site Install), ITEM 5 (Materials list for 2 lane install) and attached 2 Lane configuration schematic. \$ 555,489.19

## ITEM 3

17 complete four lane site installations using eight (8) piezo electric axle sensors, four - 6 ft. by 6 ft. Loop Detectors, junction boxes and related materials per ITEM 4 (Site Install), ITEM 6 (Materials list for 4 lane install) and attached 4 Lane configuration schematic. \$ 559,042.10

**TOTAL** \$ 1,615,565.48

## Site Install Items minimums/equivalents:

- 1 20-25 ft. Service Pole (wood) and set
- 1 80 watt solar panel with mounts
- 1 AVC and ATR with built in WIM
- 1 RS-232 modem, 14.4 BPS
- 1 8 AMP Solar to battery regulator
- 1 Type M cabinet enclosure pole mount
- 1 12 volt marine battery
- 100 3/4" plastic conduit with weather head and straps
- 50 ft. of 16-18 gauge phone drop wire

**STATE OF WEST VIRGINIA**  
**PURCHASE CONTINUATION SHEET**

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100 ft. of 14 gauge stranded wire (Solar panel hookup)  
 1 pull box for each lane required with push unders as needed

**Material list for 2 Lane Install**

1 Roll of 500 ft. THHN 14 AWG Wire  
 4 Piezos - Class 1 BL's (spiral) 12 ft. or as needed per lane  
 1 Temperature Sensor if needed  
 1 30 kg Grout Kit (ECM P-6G or AS-475 required)  
 1 Package Duck Seal (5 LB.)  
 50 ft. 1" Seal Tite Flexible Conduit  
 10 Loop Sealant (29 oz. Cartridge) 3-M only

**Material list for 4 Lane Install**

2 Rolls of 500 ft. THHN 14 AWG Wire  
 8 Piezos - Class BL's (spiral) 12 ft. or as needed per lane  
 1 Temperature Sensor  
 2 30 kg Grout Kit (ECM P-6G or AS-475 required)  
 1 Package Duck Seal (5 LB.)  
 100 ft. 1" Seal Tite Flexible Conduit  
 20 Loop Sealant (29 oz. Cartridge) 3-M only

**Additional Instructions for both 2 and 4 Lane Installs:**

Piezo lead-in cables must be measured so they can be ordered attached to the sensor for direct pulls into cabinet.  
 (No splices accepted on piezo wiring.)

Loops (THHN 14 AWG Wire) must be pulled direct (No splices accepted)

For accuracy and optimum installation a 3/4" single blade is to be used for cutting piezo loops. This would mean one accurate cut per piezo installed.

The Contractor shall be responsible for placement of the sensor and loop within the work area according to plan and bringing the lead cable to the existing controller cabinet or otherwise designate junction.

The Contractor shall avoid placing sensors or loops through joints or cracked areas.

All 6'X 6' (six feet by six feet) loops shall have three (3) turns of stranded #14 AWG wire.

Note 1" PVC Conduit/Flex pipe and 3" Galvanized Steel Conduit pipe are designated for both 2 and 4 Lane installations per the attached drawings.

If there are any questions concerning these specifications, please contact our DOH Fieldmen, Ray Dooley at (304) 558-7488, cell phone (304) 550-2806, or, Mike Dolan at (304) 558-7489, cell phone (304) 539-3868.

**STATE OF WEST VIRGINIA**  
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**GOVERNING SPECIFICATIONS**

The West Virginia Department of Transportation, Division of Highways' Standards Specifications for Roads and Bridges, adopted July 1, 2000, the Department of Highways' Supplemental Specifications, adopted September 1, 2003, and the Contract Documents. The National Electrical Code, Standards for the National Board of Fire Underwriters for Electrical Wiring and Apparatus.

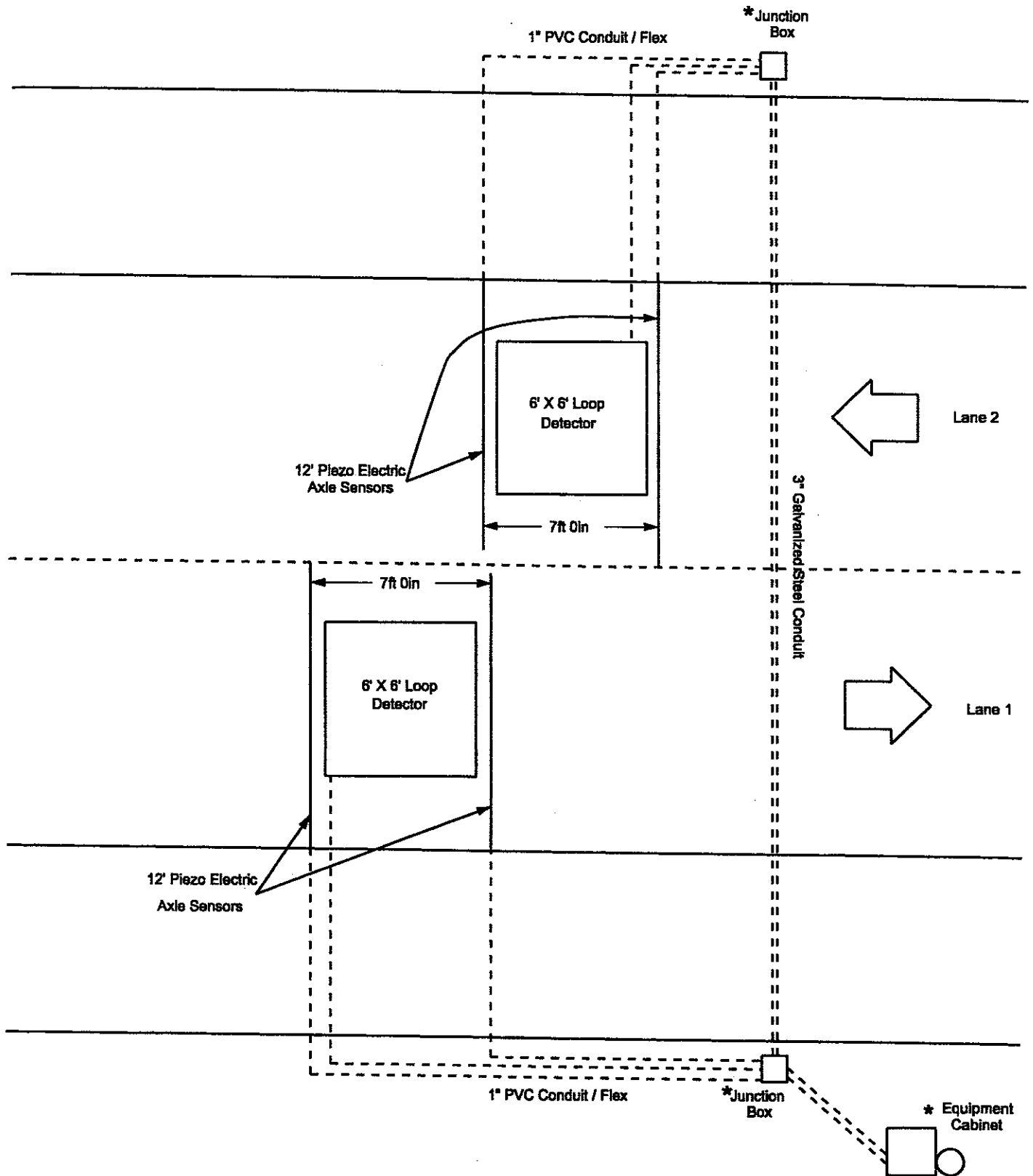
**WAGE RATES**

Federal and State Wage rates shall apply.

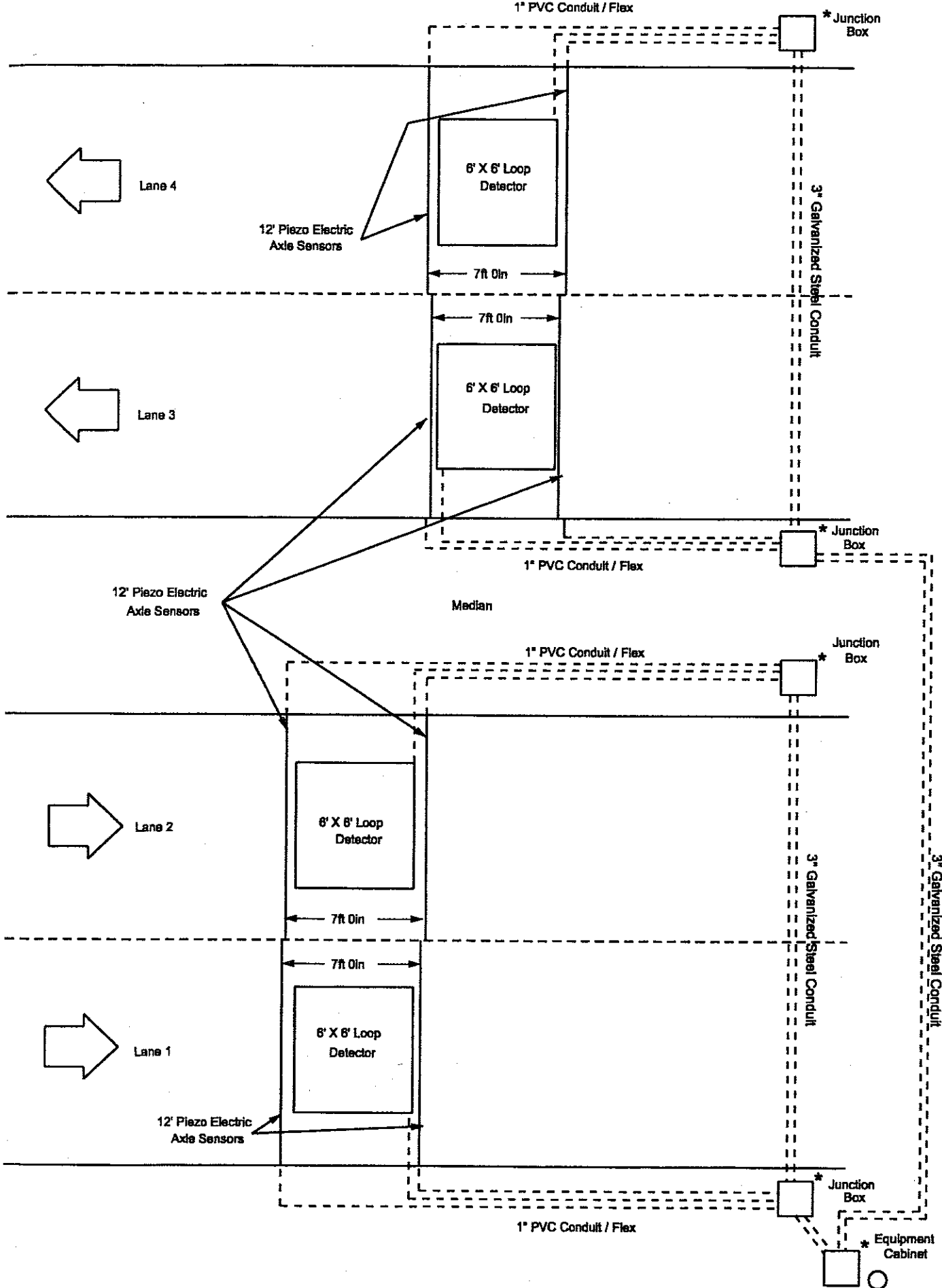
**MAINTENANCE OF TRAFFIC**

1. Maintenance of traffic shall be in accordance with section 636 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications, Roads and Bridges, adopted July 1, 2000, Supplemental Specifications, September 1, 2003, and, the manual, "Traffic Control for Street and Highway Construction and Maintenance Operations", which is made a part of this contract and the traffic plan for individual segments, as described below.
2. The Contractor shall use portable construction signs only. These signs shall be installed only while actual work is being performed and must be removed at all other times.
3. No work shall be performed by the Contractor during peak hours (6:30 a.m. to 8:30 a.m., and 3:30 p.m. to 5:30 pm) on critical roadways as determined by the District Engineer.
4. The Contractor shall perform all work during daylight hours only (sunrise to sunset)
5. It shall be the Contractor's responsibility to coordinate traffic control with any adjacent or overlapping project. This coordination shall be done through the District Engineer to ensure that any one closure shall not conflict with any other closure.
7. Maintenance of traffic at sites on the WV Turnpike shall be in accordance with the specifications of the Parkway,

### Typical 2 - Lane Traffic Counter Sensor Replacement



# Typical 4 - Lane Traffic Counter Sensor Replacement



**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:  
**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**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 owed 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 exceed 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: Bayliss & Ramey, Inc.

Authorized Signature:  Date: Sept. 26, 2007





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  
 868000002

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 JOHN JOHNSTON  
 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

V  
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BAYLISS & RAMEY, INC.  
 2262 Roxalana Road  
 P.O. Box 503  
 Dunbar, WV 25064

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DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/14/2007				
BID OPENING DATE: 09/26/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				CHANGES AND ADDITION TO THE SPECIFICATIONS PER THE ATTACHED.		
				BID OPENING DATE AND TIME REMAINS THE SAME.		
				NO OTHER CHANGES.		
0001	60	EA		936-86		
				MAINTENANCE, TRAFFIC CONTROL DEVICES		
***** THIS IS THE END OF RFQ 868000002 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Mark R. ...* TELEPHONE 304-744-6317 DATE Sept. 26, 2007  
 TITLE Vice-President FEIN 55-034-3932 ADDRESS CHANGES TO BE NOTED ABOVE

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

**ADDENDUM NO. 1****Page 1, EXHIBIT 5 - "Notice to Proceed"**

READS: 30 Calendar Days

**TO READ: 365 Calendar Days**

**Page 10, Under heading - Material List for 4 Lane Install**

READS: 8 Piezos-Class BL's (spiral ) 12 ft. or as needed per lane.

**TO READ: 8 Piezos-Class 1 BL's (spiral) 12 ft. or as needed per lane.**

**Page 10, 3<sup>rd</sup> Sentence from bottom**

READS: All 6'X6' (six feet by six feet) loops shall have three (3) turns of stranded #14 AWG wire.

**TO READ: All 6'X6' (six feet by six feet) loops shall have 4 (four) turns of stranded #14 AWG wire.**

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**ADD TO THE SPECIFICATIONS: Under Additional Instructions for both 2 & 4 Lane Installs**

Vendor supervision by WIM vendor on site for two weeks of the sensor installations to train the contractor installing the systems. Also, one or both DOH Fieldmen (Ray Dooley or Mike Dolan) on site to ensure sensors and wiring installations per our specifications.

Telementary and Data Analysis Software package to download and manipulate data for submission to satisfy FHWA requirements for PATR, WIM and classification data transmittals.

Lightning Surge protectors for Solar Panels, Controller, Phone lines and loops.

Minimum of two weeks of training for fieldmen and office personnel.

All equipment supplied must include all hardware, cables, batteries, etc., to make them fully operational upon delivery and installation.

Storage of data by equipment should be a minimum of 4 MB memory.

Acceptance testing requirements for Weight/Count/Speed data should be for a period of three months after installation. The vendor would calibrate the system and demonstrate compliance with ASTM accuracy requirements for Weight/Count/Speed. The State of West Virginia, Traffic Analysis Section, would evaluate the data. In addition, a calibration verification is to be performed after the testing period with payment withheld until compliance is established.

Requesting the following spare parts in case of non-warranty failures to be included in the price of the contract:

- Six (6) Piezo Boards
- Six (6) Central Processing Units
- Six (6) Loop Boards
- Six (6) Class 1 BL Sensors
- Six (6) Modems
- Two (2) Solar Panels

Vendor must coordinate lengths of Class 1 BL Sensors with WVDOH, Traffic Analysis Section Fieldmen before ordering to ensure Class 1 BL Sensors are of proper length for each Two Lane Site Installation. Four Lane Sites do not apply.

Vendor must supply "As Built" drawings per site, for all installs in order to be able to locate underground wiring and conduit pipes for future reference.

**A site map of the PATR locations attached.**

AGENCY Division of Highways

RFQ/RFP# 868000002

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Bayliss & Ramey, Inc.  
P. O. Box 503, Dunbar, WV 25064, as Principal, and  
Ohio Farmers Insurance Company of One Park Circle, Westfield Center, OH 44251  
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 Five Percent of Bid (\$ 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  
Req. No. 868000002 Install or Upgrade 60 WVDOH Permanent Automatic Traffic Recorders Statewide

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 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 hereto and these presents to be signed by their proper  
officers, this 26th day of September, 2007

Principal Corporate Seal

Bayliss & Ramey, Inc.  
(Name of Principal)

By Mark R. Bayliss  
(Must be President or Vice President)

Vice-President  
Title

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)

By [Signature]  
Attorney-In-Fact

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals  
must be affixed, a power of attorney must be attached, and a West Virginia resident agent must sign or countersign.

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

**A. L. STANCHINA, C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, JANET CANTERBURY, ROSEANN B. DYE, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN M. HUBBARD-SHERROD, JOINTLY OR SEVERALLY**

of **CHARLESTON** and State of **WV** 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, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000)----

**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 Senior Executive and their corporate seals to be hereto affixed this 31st day of **AUGUST** A.D., 2006 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Richard L. Kinnaird, Jr.*  
By: **Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this 31st day of **AUGUST** A.D., 2006 , before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **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



*William J. Kahelin*  
**William J. Kahelin, 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 26th day of **September** A.D., 2007 .



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