



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
85903013

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

PRIORITY

*A13163529 606-686-3859
 EIGHT TREASURES OF KENTUCKY LL
 PO BOX 1367
 505 BRUSHY FORK RD
 CATLETTSBURG KY 41129

PRIORITY

DIVISION OF HIGHWAYS
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
01/06/2009				

BID OPENING DATE: **01/21/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		285-56	40,717.50	40,717.50
LIGHTING FIXTURES, OUTDOOR TO SUPPLY AND INSTALL ROADWAY LIGHTING SYSTEM FOR THE MILLWOOD INTERSECTION IN JACKSON COUNTY PER THE ATTACHED SPECIFICATIONS. EXHIBIT 5 WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID. NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 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						

RECEIVED
 2009 JAN 20 PM 4:40
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Austin, MBA</i>	TELEPHONE 606 686 3859	DATE 1/21/2009
TITLE Manager	FEIN 270124040	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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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SHIP TO

DIVISION OF HIGHWAYS
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01/06/2009				

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<p>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 WAG RATES AS ESTABLISHED FOR JACKSON 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</p>						

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<p>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 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 THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & 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 & 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. 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>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Frances E. Elliott, MBA, Manager</i> SIGNATURE <i>Eight Treasures of Kentucky, LLC</i> COMPANY <i>1/21/2009</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</p>						

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				25305. TELEPHONE: (304) 558-7890.		
				WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.		
				BIDDER TO COMPLETE:		
				CONTRACTORS NAME: ... <i>Eight Treasures of Kentucky, LLC</i> ...		
				CONTRACTORS LICENSE NO.: ... <i>WV 039474</i> ...		
				THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT		
				APPLICABLE LAW		
				THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.		
				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.		
				BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.		
				REV. 1/2005		

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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: 33</p> <p>REQ. NO.: 85903013</p> <p>BID OPENING DATE: 1/21/2009</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: 606 686 3852</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Kenneth Elliott, MBA</p>						

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***** THIS IS THE END OF RFQ 85903013 ***** TOTAL: _____						

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SUMMARY OF QUANTITIES				UNIT PRICE	BID AMOUNT
ITEM NO.	DESCRIPTION	QUANTITY			
		UNIT	TOTAL		
204001-000	MOBILIZATION	LS	1	2000 ⁰⁰	2000 ⁰⁰
636011-001	TRAFFIC CONTROL DEVICE	UNIT	3,750	.01	37.50
636014-001	FLAGGER	HOUR	100	.1	10.00
636025-001	WARNING LIGHTS	DAY	200	.1	20.00
662002-001	GALVANIZED STEEL CONDUIT	LS	1	8,000 ⁰⁰	8,000 ⁰⁰
662006-001	JUNCTION BOX TYPE H, 18X18	EACH	3	1300 ⁰⁰	3900 ⁰⁰
662007-001	LUMINAIRE, 250W	EACH	3	500 ⁰⁰	1500 ⁰⁰
662008-001	CABLE	LS	1	3,600 ⁰⁰	3600.00
662010-001	LIGHTING SUPPORT, TYPE I(37-20)	EACH	3	5,300 ⁰⁰	15,900 ⁰⁰
662013-001	SERVICE AND CONTROL STATION	LS	1	4750 ⁰⁰	4750.00
662014-001	INCIDENTAL ELECTRICAL WORK	LS	1	500.00	500.00
662015-001	ELECTRICAL TEST	LS	1	500 ⁰⁰	500.00
				TOTAL AMOUNT OF BID	41,0717 ⁵⁰

THE CONTRACTOR SHALL NOTIFY THE WVDOH DISTRICT 3 TRAFFIC ENGINEER (MR. DAVE BURRIS - 304-420-4818) AND WVDOH DISTRICT 3 CONSTRUCTION ENGINEER (MR. GEORGE SHINSKY - 304-420-4686) AT LEAST TWO WEEKS PRIOR TO BEGINNING OF WORK.

UPON COMPLETION OF WORK, CONTRACTOR SHALL NOTIFY WVDOH TRAFFIC ENGINEERING DIVISION (MR. BRUCE KENNEY - 304-558-9449 OR 304-558-3063) FOR FINAL INSPECTION.

ALL NORMAL WVDOH MATERIALS ACCEPTANCE PROCEDURES SHALL APPLY TO THIS CONTRACT. TO BE CONSIDERED FOR AWARD OF THIS CONTRACT, THE CONTRACTOR MUST BE LISTED ON THE WVDOH PREQUALIFIED CONTRACTORS LISTING UNDER CLASSIFICATION "L" (LIGHTING).

GOVERNING SPECIFICATIONS

A. THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, STANDARD SPECIFICATIONS ROADS AND BRIDGES, ADOPTED 2000, AS AMENDED BY THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, SUPPLEMENTAL SPECIFICATIONS, DATED JANUARY 1, 2003. THE CONTRACT DOCUMENTS AND THE CONTRACT PLANS ARE THE GOVERNING PROVISIONS APPLICABLE TO THIS PROJECT.

B. NATIONAL ELECTRICAL CODE STANDARDS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS AND ELECTRIC WIRING AND APPARATUS.

C. ALL APPLICABLE STANDARD DRAWINGS FOR THIS PROJECT ARE INCLUDED IN WEST VIRGINIA DEPARTMENT OF HIGHWAYS STANDARD DETAILS BOOK, VOLUME II, SIGNING, SIGNALS, LIGHTING AND MARKINGS, ISSUE DATE: JANUARY 1, 1994.

LIGHTING GENERAL NOTES

1. POLE POSITIONS SHOWN ON THE PLANS MAY BE RELOCATED, LATERALLY +/- 2 FEET, BY THE DISTRICT ENGINEER. ANY RELOCATION BEYOND 2 FEET SHALL BE ONLY BY THE AUTHORIZATION OF THE TRAFFIC ENGINEERING DIVISION, CHARLESTON. ALL LIGHTING POLES SHALL HAVE A 36.5' MOUNTING HEIGHT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SIZING ALL WIRE IN ACCORDANCE WITH THE LOAD REQUIREMENTS. (MINIMUM NO. 8 AWG EXCEPT FOR NO. 10 POLE AND BRACKET CABLES).
3. THE LUMINAIRE BALLAST SHALL BE RATED AT 240 VOLTS. THE ELECTRICAL POWER SYSTEM FOR THE - SYSTEM SHOWN SHALL BE 120/240 VOLT, 3 WIRE WITH GROUND, SINGLE PHASE 60 HZ.
4. LUMINAIRE POLE SUPPORTS SHALL BE TRUSS TYPE UNLESS OTHERWISE DESIGNATED.
5. GROUND MOUNTED LUMINAIRE SUPPORT BASES SHALL BE TRANSFORMER TYPE IN ACCORDANCE WITH STANDARD DETAIL TEL-18, UNLESS OTHERWISE NOTED ON PLANS.
6. THE POWER SERVICE AND CONTROL STATION MUST PROVIDE FOR A MINIMUM OF TWO SEPARATE CIRCUITS WITH SEPARATE OVERCURRENT BREAKERS. EACH CIRCUIT RUN MUST BE DESIGNED SO THAT ALTERNATE LIGHTS ARE ON DIFFERENT CIRCUITS AND THE ELECTRICAL LOAD IS EVENLY DISTRIBUTED AS MUCH AS POSSIBLE. EACH BRANCH CIRCUIT SHALL CONSIST OF ONE PHASE CONDUCTOR AND ONE NEUTRAL CONDUCTOR. AN INSULATED GROUNDED BONDING WIRE (COLOR CODED GREEN) MUST BE RUN IN ALL WIREWAYS TO INSURE GROUND CONTINUITY.
7. WHERE CONDUITS ARE INSTALLED IN SHOULDERS OR PAVEMENTS, THE AREA DISTURBED SHALL BE REPLACED TO THE ORIGINAL DESIGN CONDITIONS AS REQUIRED IN SECTION 662.6 OF THE SPECIFICATIONS.

LIGHTING GENERAL NOTES

8. ANY CONDUIT TO BE PLACED UNDER EXISTING PAVEMENT SHALL BE DONE BY APPROVED JACKING OR DRILLING METHODS. OPEN TRENCH METHOD MAY BE USED ONLY WITH THE SPECIFIC APPROVAL OF THE ENGINEER FOR EACH LOCATION REQUESTED. WHERE BASES ARE SHOWN AS BEING INSTALLED IN EXISTING SIDEWALK AREAS, THE DISTURBED SECTION OF SIDEWALK WILL BE REPLACED AFTER INSTALLATION OF THE BASE AND CONDUITS. REPLACEMENT OF DISTURBED SIDEWALK SHALL BE INCIDENTAL TO ITEM 662014-001.

9. UNDERGROUND CONDUIT PLACEMENT SHALL BE IN ACCORDANCE WITH APPLICABLE CODE REQUIREMENTS. ALL UNDERGROUND GAS LINES, WATER LINES, ETC. IN THE CONSTRUCTION AREA SHALL BE LOCATED AND MARKED BY THE APPROPRIATE UTILITY UPON NOTIFICATION BY THE CONTRACTOR PRIOR TO PLACING ANY CONDUIT.

10. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE AMERICAN ELECTRIC POWER COMPANY FOR CONNECTION OF NEW ELECTRICAL SERVICE.

11. COLOR CODING OF ELECTRICAL CONDUCTORS BY USE OF PHASE TAPE OR FIELD PAINT IS NOT ACCEPTABLE ON THIS PROJECT. CONDUCTORS MUST BE MANUFACTURER-COLORED, STRIPED OR RIGID-MARKED AS SPECIFIED.

12. THE OVERHEAD LUMINAIRES SHALL BE CLASSIFIED AS MEDIUM/SEMI-CUTOFF, TYPE III (TYPICAL G.E. 1007) EQUIPPED WITH A 250 WATT H.P.S. LAMP.

13. POWER SERVICE WILL BE 240 VOLT, SINGLE PHASE, AMERICAN ELECTRIC POWER COMPANY WILL PROVIDE A SERVICE DROP AS AGREED IN THE FIELD AND SHOWN ON THE PLANS. THE CONTRACTOR WILL BE REQUIRED TO INSTALL LIGHTING CONTROL CENTER COMPLETE WITH CONTACTOR, MAIN DISCONNECT, CIRCUIT BREAKERS AND PE CELL POWER SERVICE WILL BE METERED.

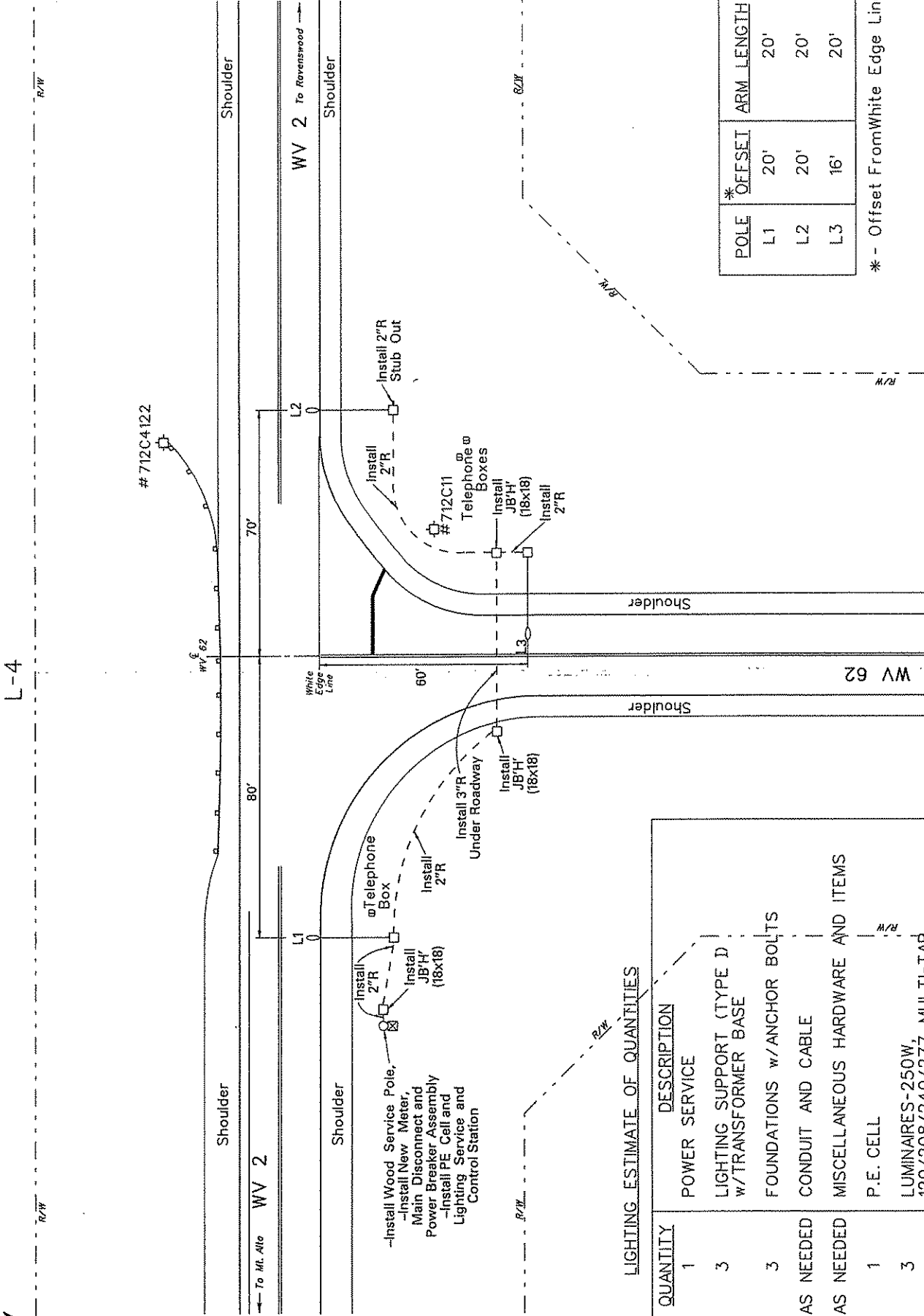
14. EXISTING SIGNS AND DELINEATORS - ANY SUCH FACILITIES REMOVED OR DAMAGED BY THE CONTRACTOR SHALL BE REPLACED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR AT HIS EXPENSE AS PART OF ITEM 662014-001.

15. THE CONTRACTOR SHALL COORDINATE HIS ACTIVITIES WITH THE FOLLOWING AGENCIES:

- VERIZON TELEPHONE ————— KEVIN MAXSON ————— 344-6535
- MOUNTAINEER GAS ————— CAROL COSTELLO ————— 348-1651
- AMERICAN ELECTRIC POWER ————— JEFF KING ————— 372-6199
(1-800-982-4237)
- COTTAGEVILLE PSD ————— JACK HOLCOMB ————— 372-4317

16. CONTRACTOR SHALL INSTALL A NEW POWER SERVICE (METER, MAIN DISCONNECT) AS SHOWN IN THESE PLANS AND THEN POWER SERVICE CABLE TO BE INSTALLED TO THE LIGHTING AND SERVICE CONTROL STATION. CONTRACTOR IS RESPONSIBLE FOR ALL FEES ASSESSED BY THE POWER COMPANY. CONTRACTOR SHALL CONTACT AEP AT LEAST 3 WEEKS PRIOR TO NEED FOR "APPLICATION FOR SERVICE" (1-800-982-4237), WORK ORDER NUMBER 026970824.

L-4



LIGHTING ESTIMATE OF QUANTITIES

LIST	QUANTITY	DESCRIPTION
1	1	POWER SERVICE
2	3	LIGHTING SUPPORT (TYPE D) w/ TRANSFORMER BASE
3	3	FOUNDATIONS w/ ANCHOR BOLTS
4	AS NEEDED	CONDUIT AND CABLE
5	AS NEEDED	MISCELLANEOUS HARDWARE AND ITEMS
6	1	P.E. CELL
7	3	LUMINAIRES-250W, 120/208/240/277 MULTI-TAP (LU 250/BD/S)TYPE III MEDIUM SEMI-CUTOFF; HPS
8	3	JUNCTION BOX, TYPE H (18x18)
9	1	LIGHTING CONTROL CENTER AND CABINET

POLE	* OFFSET	ARM LENGTH
L1	20'	20'
L2	20'	20'
L3	16'	20'

* - Offset From White Edge Line

WV 2 at WV 62 LIGHTING JACKSON COUNTY

SCALE : 0 40 ft. 13

TEMPORARY TRAFFIC CONTROL STRATEGIES

1. TEMPORARY TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH SECTION 636 OF THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, STANDARD SPECIFICATIONS, ROADS AND BRIDGES, ADOPTED 2000, AS AMENDED BY THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, SUPPLEMENTAL SPECIFICATIONS, DATED JANUARY 1, 2003, THE CONTRACT DOCUMENTS AND THE CONTRACT PLANS ARE THE GOVERNING PROVISIONS APPLICABLE TO THIS PROJECT, AND "THE MANUAL ON TEMPORARY TRAFFIC CONTROL FOR STREETS AND HIGHWAYS, 2006 EDITION."; WHICH IS MADE A PART OF THIS CONTRACT AND THE TEMPORARY TRAFFIC CONTROL PLAN FOR INDIVIDUAL SEGMENTS AS DESCRIBED BELOW:
2. REFLECTIVE SHEETING ON TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE OF NEW CONDITION AT BEGINNING OF THE PROJECT LIFE. NIGHT VISIBILITY AND LEGIBILITY SHALL BE MAINTAINED.
3. FLAGGER
WHEN WORK IS PERFORMED AT NIGHT WITH A FLAGGER, THE FLAGGER STATIONS SHALL BE ADEQUATELY ILLUMINATED. THESE COSTS SHALL BE BID AS ITEM NUMBER 636014-001.
4. ACCESS TO ALL HOUSES AND BUSINESSES SHALL BE MAINTAINED AT ALL TIMES. NO NIGHTTIME WORK SHALL BE PERMITTED FOR THIS PROJECT.

SEQUENCE OF CONSTRUCTION

1. CONTRACTOR SHALL USE CASES A3, A4, AND/OR A6 ON ALL APPROACHES TO PERFORM ALL ROADWAY LIGHTING CONSTRUCTION OPERATIONS.
2. CONTRACTOR SHALL ADD "ROAD WORK 1/2 MILE" SIGNS ON ALL APPROACHES.

TEMPORARY TRAFFIC CONTROL DEVICE QUANTITY TABLE

DEVICE	DESCRIPTION	VALUES IN UNITS	QUANTITIES	TOTAL UNITS
* 1	SIGNS ON PORTABLE MOUNTS AND BARRICADES (TOTAL SIGN AREA 16 SQ. FT. OR GREATER)	170	6	1,020
* 2	SIGNS ON PORTABLE MOUNTS AND BARRICADES (TOTAL SIGN AREA LESS THAN 16 SQ. FT.)	80	4	320
* 3	SIGNS ON PERMANENT POSTS (TOTAL SIGN AREA 16 SQ. FT. OR GREATER)	180	10	1,800
* 4	SIGNS ON PERMANENT POSTS (TOTAL SIGN AREA LESS THAN 16 SQ. FT.)	90	4	360
* * 5	BARRICADES - TYPE I	35		
* * 6	BARRICADES - TYPE II	60		
* * 7	BARRICADES - TYPE III	90		
* * 8	DRUMS	60		
9	CONES	5	50	250
10	VERTICAL PANELS OR GROUND MOUNTED DELINEATORS	10		
11	BARRIER OR GUARDRAIL MOUNTED DELINEATORS (TO BE BID INCIDENTAL TO THE COST OF THE BARRIER OR GUARDRAIL)	0		
* * 12	TEMPORARY OVERLAYS AND (3 GIVE EM A BRAKE) TEMPORARY OVERSIZE SIGNS (3 MAX FINES SIGNS)	300		
* - ORANGE SIGN SHEETING TO BE REFLECTIVE FLOURESCENT ORANGE - TYPE V			TOTAL	3,750

* * - BARRICADES AND DRUM SHEETING TO BE 6"
FLEXIBLE HIGH INTENSITY, TYPE IV

TTCP-3

MILLWOOD INTERSECTION LIGHTING

JACKSON COUNTY

STATE PROJECT U318-2-4.14 00
 FEDERAL PROJECT STP-0002(472)D

TEMPORARY TRAFFIC CONTROL SUMMARY OF QUANTITIES

ITEM NO.	DESCRIPTION	QUANTITY	
		UNIT	TOTAL
636002-001	AGGREGATE FOR MAINTAINING TRAFFIC, STONE OR GRAVEL	TON	
636002-002	AGGREGATE FOR MAINTAINING TRAFFIC, SLAG	TON	
636003-001	BITUMINOUS MATERIAL FOR DUST PALLATIVE	GAL.	
636004-001	CALCIUM CHLORIDE FOR DUST PALLATIVE	TON	
636005-001	TEMPORARY STRUCTURE FOR MAINTAINING TRAFFIC	LS	
636006-001	PILOT TRUCK AND DRIVER	DAY	
636007-001	ERADICATION OF PAVEMENT MARKING	LF	
636008-001	TEMPORARY PAVEMENT MARKINGS - PAINT 4 IN SOLID LINE	LF	
636009-001	TEMPORARY PAVEMENT MARKINGS - TAPE 4 IN SOLID LINE	LF	
636010-003	TEMPORARY RAISED PAVEMENT MARKERS, TYPE	EACH	
636011-001	TRAFFIC CONTROL DEVICE	UNIT	3,750
636012-010	PROJECT TRAFFIC CONTROL DEVICE CLEANING	EACH	
636013-001	INDIVIDUAL TRAFFIC CONTROL DEVICE CLEANING	EACH	
636014-001	FLAGGER	HOUR	100
636014-002	TRAFFIC DIRECTOR	HOUR	
636015-001	TEMPORARY GUARDRAIL CHANNELIZATION DEVICE	LF	
636017-001	TEMPORARY CONCRETE BARRIER	LF	
636017-002	DOH FURNISHED TEMPORARY CONCRETE BARRIER	LF	
636018-001	REMOVE AND RESET TEMPORARY CONCRETE BARRIER	LF	
636018-002	REMOVE AND RESET DOH FURNISHED TEMPORARY CONCRETE BARRIER	LF	
636019-001	TEMPORARY GUARDRAIL BARRIER	LF	
636020-001	REMOVE AND RESET TEMPORARY GUARDRAIL BARRIER	LF	
636021-001	ELECTRIC ARROW	DAY	
636022-001	CHANGEABLE MESSAGE SIGN	DAY	
636023-001	TEMPORARY TRAFFIC SIGNAL	LS	
636024-001	TEMPORARY PIPE FOR MAINTAINING TRAFFIC	LF	
636025-001	WARNING LIGHTS, TYPE A	DAY	
636025-001	WARNING LIGHTS, TYPE B	DAY	200
636025-001	WARNING LIGHTS, TYPE C	DAY	
636026-001	TEMPORARY LIGHTING	LS	
636028-001	SHADOW VEHICLE	DAY	

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Eight Measures of Kentucky, LLC
Authorized Signature: [Signature] Date: 1/21/2009

Agency _____
REQ.P.O# 85903013

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, EIGHT TREASURES OF KENTUCKY, LLC
of 505 Brushy Fork Rd, Catlettsburg, KY. 41129, as Principal, and OHIO CASUALTY INSURANCE
COMPANY of 136 N. 3rd St, Hamilton, OH. 45025, a corporation organized and existing under the laws of the State of _____
OHIO with its principal office in the City of Hamilton, OH, 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% of Bid) 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
RFO NUMBER 85903013, Suppy & Install Roadway Lighting System for the Millwood
Intersection in Jackson County

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
21st day of January, 20 09.

Principal Corporate Seal

EIGHT TREASURES OF KENTUCKY, LLC

(Name of Principal)

By Kenneth C. Wood, MBA

(Must be President or
Vice President)

MANAGER

(Title)

Surety Corporate Seal

OHIO CASUALTY INSURANCE COMPANY

(Name of Surety)

Thomas H. Voeltz

Attorney-in-fact
(THOMAS H. VOELTZ)

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

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 to 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 1 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 21st day of January 2009



Mark E. Schmidt

Assistant Secretary

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, EIGHT TREASURES OF KENTUCKY, LLC
of 505 Brushy Fork Rd, Catlettsburg, KY. 41129, as Principal, and OHIO CASUALTY INSURANCE
COMPANY of 136 N. 3rd St, Hamilton, OH. 45025, a corporation organized and existing under the laws of the State of _____
OHIO with its principal office in the City of Hamilton, OH, 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% of Bid _____) 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
RFQ NUMBER 85903013; Suppy & Install Roadway Lighting System for the Millwood
Intersection in Jackson County

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
21st day of January, 20 09.

Principal Corporate Seal

EIGHT TREASURES OF KENTUCKY, LLC
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
MANAGER
(Title)

Surety Corporate Seal

OHIO CASUALTY INSURANCE COMPANY
(Name of Surety)
[Signature]
Attorney-in-Fact
(THOMAS H. VOELTZ)

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

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 1 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 21st day of January 2009



Maud E. Schmidt

Assistant Secretary