



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
6610C028

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
**ASPLUNDH HIGHWAY DIVISION
 708 Blair Mill Road
 Willow Grove, PA 19090
 1-800-248-8733, extension 4206
 FAX: (215) 784-1366**

**DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED: 05/26/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		915-28-07-001		
<p>TREE AND BRUSH SHEARING</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED FOR TREE AND BRUSH SHEARING WITH THE RIGHT-OF-WAY TRIMMER AND HIGH REACH TRIMMER TO BE USED IN ALL TEN (10) DISTRICTS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS. PER THE ATTACHED SPECIFICATIONS</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 VARIOUS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

RECEIVED

2010 JUN 16 A 9:38

**PURCHASING DIVISION
 STATE OF WV**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Steve ...</i>	TELEPHONE 215 784 4285	DATE 6/14/10	
TITLE Vice President	FEIN 23-1277550	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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**DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED 05/26/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 06/16/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: 6610C028</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 NO.'S: NO. 1</p>						

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TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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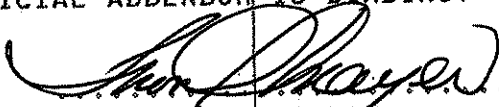
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NO. 2					
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING 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 style="text-align: center;">  SIGNATURE ASPLUNDH TREE EXPERT CO..... COMPANY June 14, 2010..... DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

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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>RFQ. NO.: 6610C028</p> <p>BID OPENING DATE: 06/16/2010</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:</p> <p>----- (215) 784-1366 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Thomas A. J. Mayer, Vice President -----</p>						

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1. **SPECIFICATIONS**

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specification Roads and Bridges, adopted 2000, as modified by the January 1, 2003 Supplemental Specifications shall apply to the administration of this Contract: 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, and 109.20.

2. **DESCRIPTION**

Work to be done consists of trimming the sides and tops of trees overhanging the right-of-way and brush encroaching along the roadside and/or shoulder. The work may include proper disposal of the resulting debris.

3. **LOCATION**

Power shearing of trees and brush as required along road rights-of-way and as directed by West Virginia Division of Highways.

4. **CONTRACTOR RESPONSIBILITIES**

Work shall be done in accordance with recognized and approved current methods with emphasis on tree and brush health and symmetry. All work shall be done with minimum damage to trees and brush that are intended to remain.

5. **CLEANUP OF DEBRIS**

All disposals shall be done in accordance with state, federal and local environmental and waste disposal laws and regulations.

6. **POWER SHEARING**

Equipment shall be capable of saw cutting trees and brush vertically from ground level to a minimum of 25' above ground and have a horizontal reach of at least 10' beyond the edge of the fire. The ability to work over a 36" vertical obstruction such as a guardrail is required.

Equipment shall be capable of making smooth saw cut on tress and limbs of at least 10" in diameter.

Sufficient labor and equipment shall be provided to adequately dispose of the debris in a timely manner for item 1. Failure to comply may result in terminating the contract and awarding to the next low bidder.

The Equipment and Personnel used to perform the work shall conform to meet the standard as required by OSHA 29 C.F.R. Parts 1910.269 and 1910.333 Job skills required by OSHA 1910.269 are listed in annex B of ANSI-Z133.1 – 1994.

The boom supporting the saw blade shall have a fiberglass isolator that meets OSHA requirements for Insulation; tested to 100,000 volts. A copy of the certification shall be made available on request.

No equipment shall be operated that damages the pavement and may only cause nominal rutting to turf areas.

The West Virginia Division of Highways shall perform all maintenance of traffic.

All work shall be accomplished within the D.O.H. R/W.

7. HIGH REACH TRIMMER

Work shall consist of saw cutting trees and brush from ground level to a minimum of 70' above ground. All cuts shall be smooth saw cuts. The maximum diameter of tree or limb to be cut shall not be greater than 10". Sufficient labor and equipment shall be provided to adequately dispose of the debris in a timely manner for item 4.

The Equipment and Personnel used to perform the work shall conform to meet the standard as required by OSHA 29 C.F.R. Parts 1910.269 and 1910.333 Job skills required by OSHA 1910.269 are listed in annex B of ANSI-Z133.1 – 1994.

The boom supporting the saw blade shall have a fiberglass isolator that meets OSHA requirements for Insulation; tested to 100,000 volts. A copy of the certification shall be made available on request.

No equipment shall be operated that damages the pavement and may only cause nominal rutting to turf areas.

The West Virginia Division of Highways shall perform all maintenance of traffic.

All work shall be accomplished within the D.O.H. R/W.

8. PRODUCTION DELAYS

Items 3 and 6 shall provide full compensation to the vendor for delays in production of greater than 15 minutes when the agency stops the vendor from working in order to re-establish traffic control, clear debris from the roadway or similar events not caused by the vendor.

9. GOVERNING LAWS

The vendor must agree to abide by the laws of the State of West Virginia. The vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State and local Government regulations.

10. COMPLIANCE WITH LAW AND REGULATIONS

The vendor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of the United States, the State of West Virginia, and political subdivision (local) in which work under this contract is performed.

11. VENDOR RELATIONSHIP

The relationship of the vendor to the State will be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created.

The vendor shall be responsible for selecting, supervising and compensating individuals employed pursuant to the terms of the contract agreement. Neither the vendor nor any employees or contractors of the vendor shall be deemed to be employees of the Division of Highways for any purposes whatsoever, and neither the vendor nor any employees or contractors of the vendor shall be eligible to participate in any benefit program provided by the Division of Highways for its employees. The vendor shall be exclusively responsible for the payment to their employees and contractors of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, licensing fees, etc; and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor is required to provide a certificate from worker's compensation if successful.

12. SUBCONTRACTORS

The vendor is solely responsible for all work performed under the contract. Vendor is required to assume prime contractor responsibility for all services offered and products to be delivered. The Division of Highways will consider the vendor to be the sole point of contact with regard to all contractual matters.

The vendor may, with the prior written consent, enter into written subcontracts for performance of work under this contract. The vendor is responsible for payment to the subcontractor. The vendor is also responsible for any penalties that might be assessed against any subcontractor for nonperformance.

13. INSURANCE

The vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The successful vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents or employees in the following amounts:

1. For bodily injury (including death): \$500,000 per person up to one million dollars per occurrence.
2. For property damage: Up to 250,000 dollars per occurrence.

Proof of insurance must be provided by the vendor prior to the award.

14. BONDS

A Bid Bond in the amount of \$5,000 is required with the proposal.

A Performance Bond is required prior to issuance of a contract. The Performance Bond shall be in the amount of \$250,000.

The bond may be in the form of a policy or certificate issued by a surety company recognized as doing business in the State of West Virginia. The bond must be submitted on a form available from the Purchasing Division.

The Performance Bond is forfeited to the State if the vendor defaults in the performance of the contract agreement after issuance.

15. MEASUREMENT AND PAYMENT

Payment shall be per shoulder mile or portion thereof for actual work done on Items 1, 2, 4 and 5; for initial mobilization into a district and/or for site mobilization. (Note: A shoulder mile is defined as one mile measured on the right hand side or travel direction of the roadway.) The WVDOH will mark the beginning and ending points of work for each site.

The initial mobilization will be paid per each. This is to mobilize into the district to begin operations. This will be paid each time the contractor mobilizes into a district. Mobilization from one district to another district may be paid per each or per mile at the Division of Highways' discretion.

**Mobilization shall include all equipment, labor and materials necessary to perform the work in a satisfactory and efficient manner including right-of-way trimmer, high reach trimmer, debris cleanup equipment and service vehicles if needed.

Mobilization per site will be to move from one area of operations to the next. This will be paid on a per mile basis measured from the end of work at one site to the beginning of work at the next site within a district or a different district.

The West Virginia Division of Highways may, at its discretion, choose to pay either mobilization per each or mobilization per mile for moves between sites within a district.

Hours of Work – Day light and traffic condition permitting (5) five days a week, 10 hours per day. The vendor shall begin work within 15 days of notification.

Bidders may bid on any or all items.

The contractor and the state shall agree at the end of each day of the amount of work performed and each shall sign a document attesting to the amount. A copy of this shall be provided with the invoice. Work to be invoiced monthly in arrears.

16. EVALUATION OF BIDS AND AWARD

The low bid for Item 1 will be determined by multiplying the \$ _____ per shoulder mile bid for shearing and trimming by 50, mobilization \$ _____ per each by 1, and site mobilization \$ _____ per mile by 50, and adding to get a total sum of the three amounts. The award for Item 1 will be given to the compliant bidder with the lowest total sum for the three amounts.

The low bid for Item 2 will be determined by multiplying the \$ _____ per shoulder mile bid for shearing and trimming by 50, mobilization \$ _____ per each by 1, and site mobilization \$ _____ per mile by 50, and adding to get a total sum of the three amounts. The award for Item 2 will be given to the compliant bidder with the lowest total sum for the three amounts.

The low bid for Item 4 will be the lowest sum for the \$ _____ per shoulder mile times 50 miles plus mobilization \$ _____ per each plus mobilization \$ _____ per mile times 50. The award will be given to the compliant bidder with the lowest total sum for the three amounts.

The low bid for Item 5 will be the lowest sum for the \$ _____ per shoulder mile times 50 miles plus mobilization \$ _____ per each plus mobilization \$ _____ per mile times 50. The award will be given to the compliant bidder with the lowest total sum for the three amounts.

17. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a Visa Purchasing Card Program which is issued through a bank. The successful vendor must accept the State of West Virginia Visa Purchasing Card for payment of all orders placed by any State Agency as a condition of award.

BID SCHEDULE

District One – Boone, Clay, Kanawha, Mason, and Putnam Counties

**Item 1 Shearing and Trimming including debris cleanup \$ 8,875.00 _____
per shoulder mile**

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

**Item 2 Shearing and Trimming not including debris cleanup \$
2,104.00 _____ per shoulder mile**

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

**Item 3 Production delay for power shearing \$ 65.00 _____ per quarter
hour**

**Item 4 High Reach Trimmer
Including debris cleanup \$ 18,295.00 _____ per shoulder mile**

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$3,548.00 _____ per shoulder mile**

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

**Item 6 Production delay for high reach trimmer \$ 65.00 _____ per
quarter hour**

BID SCHEDULE (Con't)

District Two – Cabell, Lincoln, Logan, Mingo and Wayne Counties

- Item 1 Shearing and Trimming including debris cleanup \$ 8,875.00 _____
per shoulder mile**
- Mobilization \$ 2,800.00 _____ per each**
- Site Mobilization \$ 139.00 _____ per mile**
-
- Item 2 Shearing and Trimming not including debris cleanup \$
2,104.00 _____ per shoulder mile**
- Mobilization \$ 1,875.00 _____ per each**
- Site Mobilization \$ 95.00 _____ per mile**
-
- Item 3 Production delay for power shearing \$ 65.00 _____ per quarter
hour**
-
- Item 4 High Reach Trimmer
Including debris cleanup \$ 18,295.00 _____ per shoulder mile**
- Mobilization \$ 2,800.00 _____ per each**
- Site Mobilization \$ 139.00 _____ per mile**
-
- Item 5 High Reach Trimmer
Not including debris cleanup \$ 3,548.00 _____ per shoulder mile**
- Mobilization \$ 1,875.00 _____ per each**
- Site Mobilization \$ 95.00 _____ per mile**
-
- Item 6 Production delay for high reach trimmer \$ 65.00 _____ per
quarter hour**

BID SCHEDULE (Con't)

District Three – Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood Counties

Item 1 Shearing and Trimming including debris cleanup \$ 8,875.00 _____
per shoulder mile

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

Item 2 Shearing and Trimming not including debris cleanup \$
2,104.00 _____ per shoulder mile

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

Item 3 Production delay for power shearing \$ 65.00 _____ per quarter
hour

Item 4 High Reach Trimmer
Including debris cleanup \$ 18,295.00 _____ per shoulder mile

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

Item 5 High Reach Trimmer
Not including debris cleanup \$ 3,548.00 _____ per shoulder mile

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

Item 6 Production delay for high reach trimmer \$ 65.00 _____ per
quarter hour

BID SCHEDULE (Con't)

District Four – Doddridge, Harrison, Marion, Monongalia, Preston and Taylor Counties

**Item 1 Shearing and Trimming including debris cleanup \$ 8,875.00 _____
per shoulder mile**

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

**Item 2 Shearing and Trimming not including debris cleanup \$
2,104.00 _____ per shoulder mile**

**Item 3 Production delay for power shearing \$ 65.00 _____ per quarter
hour**

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

**Item 4 High Reach Trimmer
Including debris cleanup \$ 18,295.00 _____ per shoulder mile**

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Not including debris cleanup \$ 3,548.00 _____ per shoulder mile**

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

**Item 6 Production delay for high reach trimmer \$ 65.00 _____ per
quarter hour**

BID SCHEDULE (Con't)

District Five – Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan Counties

**Item 1 Shearing and Trimming including debris cleanup \$ 8,875.00 _____
per shoulder mile**

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

**Item 2 Shearing and Trimming not including debris cleanup \$
2,104.00 _____ per shoulder mile**

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

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Including debris cleanup \$ 18,295.00 _____ per shoulder mile**

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Not including debris cleanup \$ 3,548.00 _____ per shoulder mile**

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

**Item 6 Production delay for high reach trimmer \$ 65.00 _____ per
quarter hour**

BID SCHEDULE (Con't)

District Six – Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel Counties

**Item 1 Shearing and Trimming including debris cleanup \$ 8,875.00 _____
per shoulder mile**

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

**Item 2 Shearing and Trimming not including debris cleanup \$
2,104.00 _____ per shoulder mile**

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

**Item 3 Production delay for power shearing \$ 65.00 _____ per quarter
hour**

**Item 4 High Reach Trimmer
Including debris cleanup \$ 18,295.00 _____ per shoulder mile**

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$ 3,548.00 _____ per shoulder mile**

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

**Item 6 Production delay for high reach trimmer \$ 65.00 _____ per
quarter hour**

BID SCHEDULE (Con't)

District Seven – Barbour, Braxton, Gilmer, Lewis, Upshur and Webster Counties

**Item 1 Shearing and Trimming including debris cleanup \$ 8,875.00 _____
per shoulder mile**

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

**Item 2 Shearing and Trimming not including debris cleanup \$
2,104.00 _____ per shoulder mile**

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

**Item 3 Production delay for power shearing \$ 65.00 _____ per quarter
hour**

**Item 4 High Reach Trimmer
Including debris cleanup \$ 18,295.00 _____ per shoulder mile**

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$ 3,548.00 _____ per shoulder mile**

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

**Item 6 Production delay for high reach trimmer \$ 65.00 _____ per
quarter hour**

BID SCHEDULE (Con't)

District Eight – Pendleton, Pocahontas, Randolph and Tucker Counties

**Item 1 Shearing and Trimming including debris cleanup \$ 8,875.00 _____
per shoulder mile**

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

**Item 2 Shearing and Trimming not including debris cleanup \$
2,104.00 _____ per shoulder mile**

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

**Item 3 Production delay for power shearing \$ 65.00 _____ per quarter
hour**

**Item 4 High Reach Trimmer
Including debris cleanup \$ 18,295.00 _____ per shoulder mile**

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$ 3,548.00 _____ per shoulder mile**

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

**Item 6 Production delay for high reach trimmer \$ 65.00 _____ per
quarter hour**

BID SCHEDULE (Con't)

District Nine – Fayette, Greenbrier, Monroe, Nicholas and Summers Counties

**Item 1 Shearing and Trimming including debris cleanup \$ 8,875.00 _____
per shoulder mile**

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

**Item 2 Shearing and Trimming not including debris cleanup \$
2,104.00 _____ per shoulder mile**

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

**Item 3 Production delay for power shearing \$ 65.00 _____ per quarter
hour**

**Item 4 High Reach Trimmer
Including debris cleanup \$ 18,295.00 _____ per shoulder mile**

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$ 3,548.00 _____ per shoulder mile**

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

Item 6 Production delay for high reach trimmer \$ 65.00 _____ per quarter hour

BID SCHEDULE (Con't)

District Ten – McDowell, Mercer, Raleigh and Wyoming Counties

Item 1 Shearing and Trimming including debris cleanup \$ 8,875.00 _____ per shoulder mile

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

Item 2 Shearing and Trimming not including debris cleanup \$ 2,104.00 _____ per shoulder mile

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

Item 3 Production delay for power shearing \$ 65.00 _____ per quarter hour

Item 4 High Reach Trimmer Including debris cleanup \$ 18,295.00 _____ per shoulder mile

Mobilization \$ 2,800.00 _____ per each

Site Mobilization \$ 139.00 _____ per mile

Item 5 High Reach Trimmer Not including debris cleanup \$ 3,548.00 _____ per shoulder mile

Mobilization \$ 1,875.00 _____ per each

Site Mobilization \$ 95.00 _____ per mile

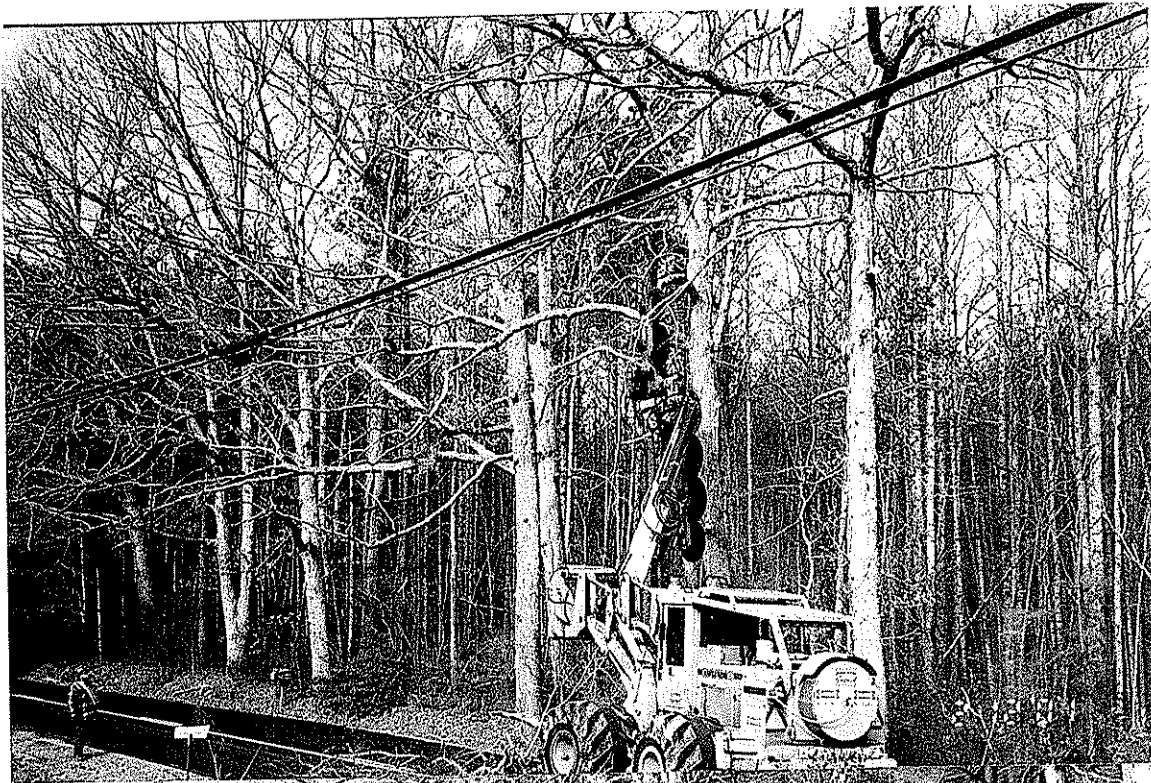
Item 6 Production delay for high reach trimmer \$ 65.00 _____ per
quarter hour

ASPLUNDH'S RIGHT-OF-WAY TRIMMER AT WORK!

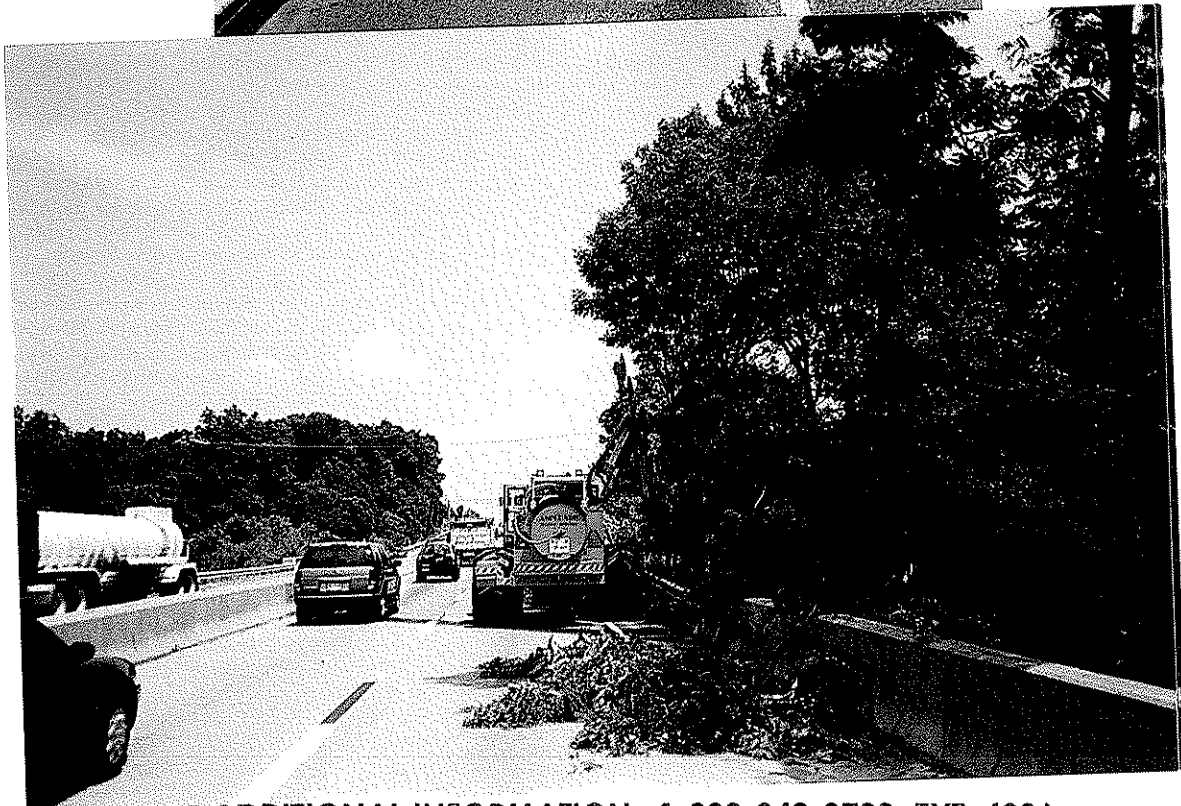
IF YOU HAVE ROADSIDE BRUSH PROBLEMS,
CALL **1-800-248-8733, EXTENSION 4206**
AND ASK HOW ASPLUNDH CAN HELP WITH THE SOLUTIONS:



ASPLUNDH HIGHWAY RIGHT OF WAY TRIMMER AND CLEAN-UP CREW



ASPLUNDH'S RIGHT-OF-WAY TRIMMER
"SIDE TRIMMING ENCROACHING BRUSH UP TO 30-FEET IN HEIGHT"



FOR ADDITIONAL INFORMATION: 1-800-248-8733, EXT. 4206

ASPLUNDH'S RIGHT-OF-WAY TRIMMER

IMPROVING LINE OF SIGHT

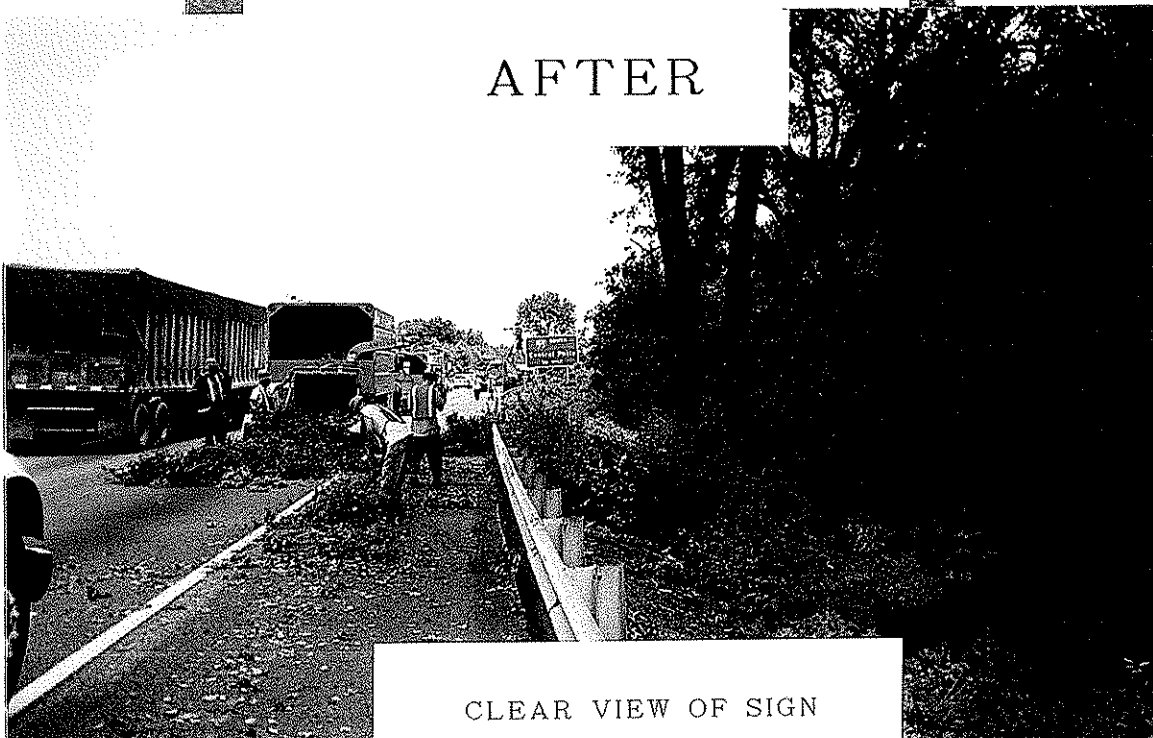
(July 10, 2002, Route 1, Langhorne, PA)

BEFORE



SIGN OBSTRUCTED BY BRUSH

AFTER



CLEAR VIEW OF SIGN

FOR ADDITIONAL INFORMATION: 1-800-248-8733, EXT. 4206

ASPLUNDH HIGH-REACH TRIMMER

- CUTS UP TO 75-FEET IN HEIGHT
- GREAT FOR OVERHANGING TREE LIMBS
- CLEAN AND SAFE CUTTING
- ALL TERRAIN CAPABILITIES





TRAV 09-233

BID BOND

KNOW ALL MEN BY THESE PRESENTS,
That we Asplundh Tree Expert Co. principal, hereinafter
called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford,
Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called
the Surety, are held and firmly bound unto State of West Virginia, Dept. of Administration
Purchasing Division 2019 Washington Street East, Chareleston, WV 25305
as Obligee, hereinafter called the Obligee, in the sum of Five thousand dollars and 00/100
(\$ 5,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety,
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for: Tree and Brush Sheering

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of June, 2010.

Christine Bauer
(Witness) Christine Bauer

D A Stajcica
(Principal) Dennis A. Stajcica (Seal)

By: VP/Asst. Secretary
(Title)

Travelers Casualty and Surety Company of America

Sandra E. Bronson
(Witness) Sandra E. Bronson

By: Richard A. Jacobus
Richard A. Jacobus, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.



POWER OF ATTORNEY

Trav 09-233

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220967

Certificate No. 003011778

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Darella White, Richard G. Dicciani, Richard A. Jacobus, Mary C. O'Leary, Douglas R. Wheeler, Maureen McNeill, Wayne G. McVaugh, Rosemarie Caponi, Elizabeth Marrero, Sandra E. Bronson, and Adrienne Seaford

of the City of Philadelphia, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of May 2009

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 13th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of June, 2010

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

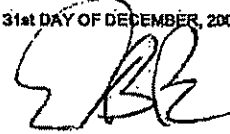
FINANCIAL STATEMENT AS OF DECEMBER 31, 2008

CAPITAL STOCK \$ 6,000,000

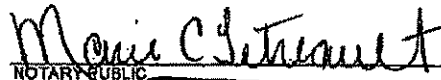
ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 146,779,723	UNEARNED PREMIUMS	\$ 846,309,219
BONDS	3,452,929,381	LOSSES	822,955,804
STOCK	7,686,626	LOSS ADJUSTMENT EXPENSES	278,222,162
INVESTMENT INCOME DUE AND ACCRUED	48,860,631	COMMISSIONS	52,167,066
PREMIUM BALANCES	303,562,185	TAXES, LICENSES AND FEES	43,371,400
NET DEFERRED TAX ASSET	40,073,233	OTHER EXPENSES	29,247,064
REINSURANCE RECOVERABLE	12,426,353	FUNDS HELD UNDER REINSURANCE TREATIES	106,882,816
OTHER ASSETS	86,225,430	CURRENT FEDERAL AND FOREIGN INCOME TAXES	104,163,880
		REMITTANCES AND ITEMS NOT ALLOCATED	57,573,235
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	31,564,808
		RETROACTIVE REINSURANCE RESERVE	11,087,864
		POLICYHOLDER DIVIDENDS	9,605,141
		PROVISION FOR REINSURANCE	5,452,288
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(45,457,530)
		OTHER ACCRUED EXPENSES AND LIABILITIES	11,021,928
		TOTAL LIABILITIES	\$ 2,361,267,253
		CAPITAL STOCK	\$ 6,000,000
		PAID IN SURPLUS	303,297,402
		OTHER SURPLUS	1,425,676,916
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,734,976,318
TOTAL ASSETS	\$ 4,086,243,572	TOTAL LIABILITIES & SURPLUS	\$ 4,086,243,572

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD)SS.
 CITY OF HARTFORD)

ERIC B. BRUDER, BEING DULY SWORN, SAYS THAT HE IS CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2008.



CHIEF FINANCIAL OFFICER - BOND & FINANCIAL PRODUCTS



NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 17th DAY OF APRIL, 2009



Rev. 09/08

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: ASPLUNDH TREE EXPERT CO.

Signed: 

Date: June 14, 2010

Title: Vice President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. 6610C028

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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Asplundh Tree Expert Co., Highway Division

Authorized Signature: *[Signature]* Date: June 14, 2010

State of Pennsylvania

County of Montgomery, to-wit:

Taken, subscribed, and sworn to before me this 14 day of June, 2010.

My Commission expires _____, 20__.

NOTARY PUBLIC *[Signature]*

AFFIX SEAL HERE
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
WILLIAM B. ARTMAN, JR., Notary Public
Upper Southampton Twp., Bucks County
My Commission Expires February 17, 2011