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

#### Request for BEONUMBER Quotation

DEP14722

ADDRESS:CORRESPONDENCE TO ATTENTION OF CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304

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601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

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## Request for DEP14722

DEP14722

ADDRESS:CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

RFQ COPY TYPE NAME/ADDRESS HERE B&B Ivansit Inc. PO.BOX 720 Becwer WU 25813

**ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

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#### Request for Quotation

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CHUCK BOWMAN	
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RFQ COPY TYPE NAME/ADDRESS HERE B+B Iransit chre, Po. Box 720 Bewer WU 25813

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

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

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## Request for Quotation

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DEP14722

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ADDRESS CORRESPONDENCE TO A FIENTIC

CHUCK BOWMAN 304-558-2157

REQ COPY TYPE NAME/ADDRESS HERE B&B Transit clnc. Po. Box 720 Beaver We 25813

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

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

#### Request for BEONUMBER Quotation

**DEP14722** 

ADDRESS:CORRESPONDENCE TO A HENTION CHUCK BOWMAN 304-558-2157

ADDRESS CHANGES TO BE NOTED ABOVE

RFQ COPY TYPE NAME/ADDRESS HERE B+B Liansit Inc. Po. Box 720 Beaver WU 25813

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 304-926-0499 25304

FREIGHT TERMS F.O.B. DATE PRINTED TERMS OF SALE SHIP VIA 07/16/2009 BID OPENING TIME 01:30PM BID OPENING DATE: 08/27/2009 AMOUNT UNIT PRICE ITEM NUMBER LINE QUANTITY LIOP EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE. THE ONE-YEAR GUARANTEE PERIOD SHALL NOT B (£) CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT. GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN. TERMINATION: (3) (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED B CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE. IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS (A) PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE. OBTAIN ANY AND ALL REQUIRED CONSTRUCTION (B) PERMITS OR RELATED JOB PERMITS. TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "ROBEY COMPLEX" SAID PROJECT. PLANS & SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE

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## Request for Quotation

DEP14722

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HUCK ROWMAN

CHUCK BOWMAN 304-558-2157

REQ COPY TYPE NAME/ADDRESS HERE B&B Iransit Inc. P.O. Box 720 Blower WU 25813

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130 Charleston, WV 25305-0130

# Request for Quotation

DEP14722

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CHUCK BOWMAN 304-558-2157

**ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

25304 304-926-0499

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## Request for Quotation DEP1472

**DEP14722** 

ADDRESS CORRESPONDENCE TO ATTENTION CHUCK BOWMAN 304-558-2157

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**ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304

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

#### Request for Quotation

DEP14722

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CHUCK BOWMAN
304-558-2157

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

25304 304-926-0499

FOB. FREIGHTTEAMS SHIP VIA DATE PRINTED TERMS OF SALE 07/16/2009 01:30PM BID OPENING TIME BID OPENING DATE: 08/27/2009 CAT NO AMOUNT UNITPRICE UOP ITEM NUMBER LINE QUANTITY. 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. 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 FOR 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. REV. 3/88 EXHIBIT 9 NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA. THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED. SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 304-263-75 ADDRESS CHANGES TO BE NOTED ABOVE 65-0763027 RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



#### Request for REGINUMBER Quotation

DEP14722

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ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

RFQ COPY TYPE NAME/ADDRESS HERE B&B Transit dre. PD. BOX 720 Beaver WU 25813

DATE PRINTED TERMS OF SALE

**ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

SHIP VIA FO:B FREIGHT TERMS

07/16/2009 ID OPENING DATE: 08/27/2009 BID OPENING TIME 01:30PM ITEM NUMBER AMOUNT LINE QUANTITY UOP. UNIT PRICE 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. (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. REV. 11/96 EXHIBIT 10 REQUISITION NO.: .DEP14722... ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. 'S: NO. 1 .... NO. 2 ....... NO. 3 ...... SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE ADDRESS CHANGES TO BE NOTED ABOVE

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

## Request for Quotation

DEP14722

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CHUCK BOWMAN
304-558-2157

REQ COPY TYPE NAME/ADDRESS HERE B&B Liansit Inc. P.O. Box 720 Bewes we 25813

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

ADDRESS CHANGES TO BE NOTED ABOVE

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HEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Bob Transit Inc. Po. Box 720 Bewer WU 25813

## Request for Guotation DEP14722

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Ro. Box 720
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#### Request for REGIONAL Quotation

DEP14722

CHUCK BOWMAN 304-558-2157

**ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304

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OMB #1029-0119 Expiration Date: 01/31/2010

#### AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an AML eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This eligibility requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

Part A: General Information

Contractor Name: B+BTransit Tax Payer ID No.: 55-0763027  Address: PD. BOX 720  City: Beaver State: WV Zip Code: 25813 Phone: 304-222-4903  Fax No.: 304-763-7593 E-mail address: bob, Canterbury @ gma.1. Co.n
Part B: Legal Structure
(VCorporation () Sole Proprietorship () Partnership () LLC () Other (please specify)
Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.
Information on the attached Entity OFT from AVS is accurate, complete, and uptodate. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.  Part of the information on the attached Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.  Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.
IMPORTANT! In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or request it from <a href="https://www.avs.osmre.~ov">www.avs.osmre.~ov</a> on the Internet.

Part D.

Contractor Name: 13+8 Transit

If the current entity and Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business affiliations. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors:
- · All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- · Every partner, if your business is a partnership;
- · Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name Tames Buckland Address Po. 30x 720 Beaver WU 25813 Ending Date:	Position/Title President / Treasuer Telephone # 304-222-4903 % of Ownership Begin Date: 5190 10122198
Name Timothy Buckland Address PO Box 720 Beaver ws 25813	Position/Title Vice President / Secretary Telephone # 304-255-2505 % of Ownership Begin Date: _3890 10/22/98 Ending Date:
Name Wayne Dillon Address P.O. Box 720 Begin Date:	Position/Title. NON - Active Shareholder Telephone# 304-255-2505 % of Ownership 690 10122195 Ending Date:
Name Kay Co X Address 20 Go x 720 Geaver wo 25813 Ending D	Position/Title NON - Active Share hold Telephone # 304.255-2505 % of Ownership Begin Date: 590 10-22-93 ate:

#### PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 S1B, Constitution Ave., NW, Washington, D.C. 20240.

# Robey Complex DEP14722

Contractor's Bid Sheet

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Vendors Name:	D& O Sign	now and	

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<u> </u>	Mobilization & Demobilization (Lump Sum)		
1.0	LS	(Cannot exceed 10% of the Total Amount Bid)	LS	\$ 2,000.00
1.0	LO	Construction Layout (Lump Sum)		
2.0	LS	(Cannot exceed 5% of the Total Amount Bid)	LS	\$ 2.000,00
2.0	Lo	Quality Control (Lump Sum)		
7.0	10	(Cannot exceed 3% of the Total Amount Bid)	LS	\$ 1,500.00
3.0	LS	Clearing and Grubbing (Lump Sum)		
4 1	10	(Cannot exceed 5% of the Total Amount Bid)	LS	\$ 6,000.00
4.1	LS	Road Restoration Stone	\$ 42.00	\$ 23, 940.00
4.2	570 Tons	Wet Mine Seal/Modified Mine Seal (Per Each)	\$ 6,000,00	
5.1	3 EA 30 BAG	Soda Ash Briquettes (Per 50 lb. bag)	\$ 20,00	\$ 600.00
5.2		Type I Ditch (Per Linear Foot)	\$ 40.00	
6.1	540 LF	HDPE Pipe Culvert (Per Linear Foot)	\$ 40,00	
6.2	40 LF	Grouted Stone Headwall (Per Each)	\$ 8,500,00	
6.3	1 EA		\$ 2,500.00	\$ 2,500.00
6.4	1 EA	Splash Pads (Per Each)	\$ 1,800.00	\$ 3,600.00
6.5	2 EA	Manhole (Per Each) PVC Conveyance Pipe (Per Linear Foot)	\$ 20.00	\$ 11,760.00
6.6	588 LF	PVC Conveyance Pipe (Fer Linear Pool)	\$ 5.000,00	\$ 10,000.00
6.7	2 EA	Livestock Watering System (Per Each)	\$ 35.00	
6.8	100 LF	Underdrain	\$ 3,60	\$ 3,000.00
7.0	1000 CY	Unclassified Excavation (Per Cubic Yard)	\$ 850.00	
8.0	0.5	Soil Cover (Per Acre)	\$ 3,00	
9.1	440 LF	Sediment Control (Per Linear Foot)		
9.2	3 EA	Stone Check Dams (Per Each)		3,600.00
10.0	4 Acre	Revegetation (Per Acre)		
11.0	400 LF	Temporary or Permanent Fence	\$ 20.00	\$ 8,000.00
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Agency	P	urchas	ing	
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Bond				

#### BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the under	ersigned B & B Transit, Inc.
316 New River Dr. Beckley, WV 25	801 as Principal, and General Insurance
Company of 7512 Slate Ridge Blvd. Reynoldsbu	801 as Principal, and <u>General Insurance</u> 179, OH 43068  poration organized and existing under the laws of the State of
Arizona with its principal office in the City of Atlanta, Eleven Thousa	GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of and No/100	(\$11,000.00) 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	he Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached here	to and made a part hereof, to enter into a contract in writing for
Grading & Ditch Work	
NOW THEREFORE,	
(a) If said bid shall be rejected, or	er into a contract in accordance with the bid or proposal attached
horoto and shall furnish any other bonds and insurance required by the	ne bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation force and effect. It is expressly understood and agreed that the liability	shall be null and void, otherwise this obligation snall remain in full
exceed the penal amount of this obligation as herein stated.	ty of the Surety for any and all stands holdened streng to he
The Surety, for the value received, hereby stipulates and ag way impaired or affected by any extension of the time within which the	rees 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 waive notice of any such extension.	e Obligee may accept strong bid, and said outdry accept strong
	nto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these p	presents to be signed by their proper officers, this
27th day of August, 2009	
	m a m m . U . Tour
Principal Corporate Seal	B & B Transit, Inc. (Name of Principal)
	(Name of Printage)
	By Must be President or
	Vice President)
	Southwest (Title)
	Marine and General Insurance Company
Surety Corporate Seal	(Name of Surety)
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	N/IN
	Attornay in East
·	Attorney-in-Fact

Andrew C. Heaner

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.

#### SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY

919 Third Avenue 10<sup>th</sup> Floor New York, New York 10022

#### GENERAL POWER OF ATTORNEY

Know all men by these presents, that the SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint Donald J. Kersey, Birmingham, Alabama, Diane M. Bailey, Phoenix, Arizona, Stefan E. Tauger, Parker, Colorado, Andrew C. Heaner, Atlanta, Georgia, Richard L. Shanahan, Atlanta, Georgia, Lloyd Randall Deal, Kennesaw, Georgia, Arthur S. Johnson, Atlanta, Georgia, Donald H. Gibbs, Atlanta, Georgia, Jessica I. Boone, Locust Grove, Georgia, Martha G. Ross, Charlotte, North Carolina, Jeffery L. Booth, Parma, Ohio, James E. Feldner, West Lake, Ohio, David R. Brett, Columbia, South Carolina, Cheryl L. Torrao, Canton, Georgia, Garry W. Black, Murfreesboro, Tennessee, and Diane L. McLain, Fitchburg, Wisconsin EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY on the 19th day of December, 2006:

RESOLVED, that the Chairman and Chief Executive Officer or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and, that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its Vice President and attested by its Secretary this 20th day of June, 2008.

Attest:	SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY
	Ву:
12 dl L	Thomas J. Iacoppili, Vice President
By: Jauff Rett	
Paul J. Hart, Secretary	V
STATE OF NEW YORK	
SS: COUNTY OF NEW YORK	
that he resides in the Westchester County, State of New SOUTHWEST MARINE AND GENERAL INSURAL knows the seal of the said corporation; that the seal affithereto pursuant to due authorization.  STATE OF NEW YORK  SS:  Notary Public, SS:  No. 0161	personally came Thomas J. Jacopelli to me known, who being by me duly sworn, did depose and say w York, at 75 Taxter Road, Irvington, New York 10533, that he is the Vice President of NCE COMPANY, the corporation described in and which executed the above instrument; that he fixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name Notary Public State of New York  Qualified in Richmond County Commission Expires 2009
I, the undersigned, the Secretary of SOUTH	IWEST MARINE AND GENERAL INSURANCE COMPANY, an Arizona Corporation, DO

HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the

Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of New York, Dated the  $\underline{27th}$ 

**Number 14634** 



# State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF West Vicainia	
country of Raleigh, TO-WIT:	
I, <u>Kabert L. Canterbury</u> , after being first duly sworn, depose and state as follows:	
1. I am an employee of <u>BAB Transif</u> ; and, (Company Name)	
2. I do hereby attest that <u>ISHS Transit</u> (Company Name)	
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D-5.	
The above statements are sworn to under the penalty of perjury.	
Botis Transit	
(Company Name)	
By:	
Title: <u>officer</u>	
Date: 8/87/09	
Taken, subscribed and sworn to before me this 27 day of august 2009	
OFFICIAL SEAL  NOTARY PUBLIC  STATE OF WEST VIRGINIA  PATRICIA S. FORTNER  133 LINDEN STREET  BECKLEY, WY 25001	
OFFICIAL SEAL  NOTARY PUBLIC  STATE OF WEST VIRGINIA  PATRICIA S. FORTNER  133 LINDEN STREET  BECKLEY, WV 25801  My commission expires March 4, 2018  THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BTD. THE BTD.	
OFFICIAL SEAL  NOTARY PUBLIC STATE OF WEST VIRGINIA PATRICIA S. FORTNER 133 LINDEN STREET BECKLEY, WV 25601 My commission expires March 4, 2018  (Notary Public)	

#### STATE OF WEST VIRGINIA Purchasing Division

## 1020

### **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: B+B Transita	·
Authorized Signature: Vames Redde	Date: 8/22/09
Purchasing Affidavit (Revised 01/01/09)	