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BILLO CONSTRUCTION CO., INC.

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

Request for Quotation

05110326

RFQ NUMBER

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BUYER 33 304-558-2402

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DIVISION OF HIGHWAYS DISTRICT FIVE

RT US 50, P.O. BOX 99 BURLINGTON, WV 26710-0099 304-289-3521

FREIGHT TERMS DATE PRINTED F,O.B. TERMS OF SALE SHIP VIA 01/12/2011 BID OPENING TIME 01:30PM ID OPENING DATE: 02/16/2011 CAT UNIT PRICE AMOUNT QUANTITY UOP ITEM NUMBER LINE EΑ 750-30 1001 FORMS AND POUR CONCRETE WALL REQUEST FOR QUOTATION (RFQ) THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR A CONTRACT TO PROVIDE FORMS AND POUR CONCRETE WALL PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHERI.D. SLONE WV. GOV. DEADLINE FOR TECHNICAL QUESTIONS IS 02/03/2011 AT ANY TECHNICAL QUESTIONS THE CLOSE OF BUSINESS. RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. VENDORS WISHING TO SCHEDULE A SITE VISIT MAY DO SO BY CONTACTING: BARRY KNOTTS, MAINTENANCE ENGINEER, WYDOH AT 304-289-2208 - OFFICE PHONE, OR 304-813-2596 CELL PHONE ANY TECHNICAL QUESTIONS ARISING FROM SITE VISITS MUST BE SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION NO. 05110326 AND MUST

IGNATURE MM

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE 304-525-3007

2-16-2011

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ADDRESS CHANGES TO BE NOTED ABOVE

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.

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 ndicated 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.
- I. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid pening. 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
- i. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, s strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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DATE PRINTED TERMS OF SALE SHIP VIA F.O.8, FREIGHT TERMS 01/12/2011 310 OPENING DATE: 02/16/2011 BID OPENING TIME 01:30PM UNITPRICE AMOUNT QUANTITY UOP ITEM NUMBER LINE NO. ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND. A TWO (2) YEAR MAINTENANCE BOND) MAINTENANCE BOND: COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS 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. 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 IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS. PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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BID OPENING DATE	0.0000000000000000000000000000000000000	02/16/	0.000	descuration	1 102200335555	824231 SERVER	with the expension of the first section	OPENII	NG TIME	01	:30PM
ÜNE	QUA	YTITY	UOP	CAT NO		ITEM NUM	IBER		UNIT PRICE		AMOUNT
	*****	THIS	IS 7	HE EN	D OF	RFQ	05110	326 *:	**** T	OTAL:	\$ 140,239 <u>00</u>

•											
•											
							;				
				* 4.4.							
IGNATURE				SEE RE	 VERSE SI	IDE FOR TE	RMS AND CON	IDITIONS		DATE	

Bid to Provide Forms and Pour Concrete Wall WVDOH Corridor H Salt Shed at Knobley Road Grant County, West Virginia

Description

This bid is for construction of reinforced concrete walls for the WVDOH Corridor H salt shed located at the intersection of Corridor H and Knobley Road (County Route 3) in Grant County, West Virginia (see attached map).

Finish shall be plain, rubbed finish or have a simulated brick pattern. Walls are to be constructed in accordance with the attached plans on concrete footings previously constructed by the WVDOH.

Contractor shall provide:

- Form panels and all form hardware, including all necessary ties and bracing.
- All labor to set and brace forms.
- All labor to install and tie reinforcing steel.
- All labor to pour and consolidate concrete.
- All labor to strip forms, repair voids, and finish concrete as needed.
- · Concrete pump to place concrete.
- Insulating blankets as required.

WVDOH shall provide:

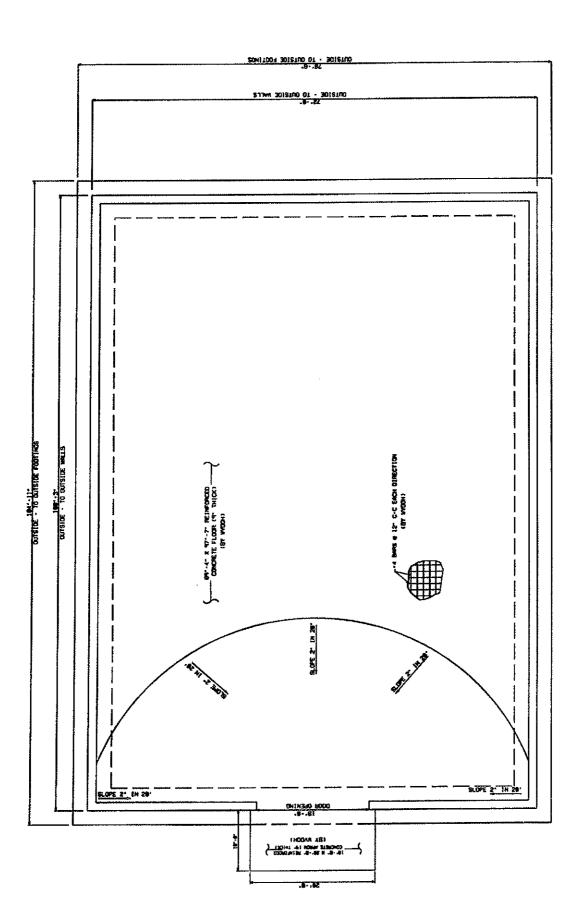
- WVDOH Class B concrete
- · Reinforcing steel bars and tie wire.
- Epoxy bonding agent as needed.

Notes:

- 1. WVDOH shall cut reinforcing steel to length as needed.
- 2. Vertical reinforcing steel bars shall be 12'-6" long and will be either one piece or lap spliced from two 7'-6" long pieces.
- 3. Minimum lap splice length for #5 horizontal bars is 19".

Suggested Vendors:

- North Star Foundations, 5920 Frederick Crossing Lane, Frederick, MD 21704
- Lang Poured Walls, 19371 State Route 60, Beverly, OH 45715
- Shiley Construction, 1446 Nadenbousch Lane, Inwood, WV 25428



knobley 72 x 100 salt shed.dgn 12/10/2010 8:23:32 AM

THE WEST VIRGINIA DEPARTMENT OF TRANSPORT DIVISION OF HIGHWAYS CORRIDOR H-KNOBLEY SALT SI

NO SCALE

knobley 72 x 100 salt shed.dgn 12/10/2010 8:24:41 AM

14

AGENCY_ RFQ/RFP#_

(A)	WV State Agency		RESENTS, That we, the undersigned,
	(Stated on Page 1 "Spending Unit")	(C) of (D) (<u>E</u>)
	Request for Quotation Number (upper	as Principal, and(F)	of <u>(G)</u> ,
	right corner of page #1)	(H), a corporation of	rganized and existing under the laws
(C)	Your Company Name	of the State of with its	principal office in the City of
(D)	City, Location of your Company		eld and firmly bound unto The State
(E)	State, Location of your Company	of West Virginia, as Obligee, in the penal su	im oi (K)
(F)	Surety Corporate Name		t of which, well and truly to be made,
(G)	City, Location of Surety	we jointly and severally bind ourselves, our	neirs, administrators, executors,
(H)	State, Location of Surety	successors and assigns.	tion is such that who was the Deinsing!
(I)	State of Surety Incorporation	The Condition of the above obligation	tion is such that whereas the Principal
(J)	City of Surety Incorporation	has submitted to the Purchasing Section of	d made a part haract to enter into a
(K)	Minimum amount of acceptable bid	a certain bid or proposal, attached hereto an	d made a part hereof to enter into a
	bond is 5% of total bid. You may state	contract in writing for(M)	
	"5% of bid" or a specific amount on	(1/1)	
	this line in words.		
(L)	Amount of bond in figures	NOW THED DEODE	
(M)	Brief Description of scope of work	NOW THEREFORE. (a) If said bid shall be rejected, or	
(N)	Day of the month	(b) If said bid shall be accepted an	nd the Principal shall enter into a
(O)	Month	contract in accordance with the bid or propo	scal attached hereto and chall furnish
(P)	Year	any other bonds and insurance required by t	the hid or proposal and shall in all
(Q)	Name of Corporation	other respects perform the agreement create	d by the acceptance of said bid then
(R) (S)	Raised Corporate Seal of Principal Signature of President or Vice President	this obligation shall be null and void, others force and effect. It is expressly understood	wise this obligation shall remain in full
(00)		Surety for any and all claims hereunder shall	Il in no event exceed the nenal
(T)	Title of person signing	amount of this obligation as herein stated	ii, iii iio ovoiti, oxoood uto pottai
(U)	Raised Corporate Seal of Surety Corporate Name of Surety	The Surety for value received, her	eby stipulates and agrees that the
(V)	Signature of Attorney in Fact of the	obligations of said Surety and its bond shall	he in no way impaired or affected by
(W)	Surety	any extension of time within which the Obl	igee may accept such bid: and said
NOTE:	Dated, Power of Attorney with Raised	Surety does hereby waive notice of any such	h extension.
MOTE.	Surety Seal must accompany this bid	IN WITNESS WHEREOF, Princip	pal and Surety have hereunto set their
	bond.	hands and seals, and such of them as are co	rporations have caused their corporate
	bolle,	seals to be affixed hereto and these presents	to be signed by their proper officers,
		this (N) day of (O)	, 20 (P)
		Principal Corporate Seal	(Q)
		* -	(Name of Principal)
		(R)	By(S)
		, ,	(Must be President or
			Vice President)
			(T)
			Title
		(U)	
		Surety Corporate Seal	<u>(V)</u>
			(Name of Surety)
			AI A

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

Attorney-in-Fact

В	ID BOND
KNOW ALL MEN BY THESE PRESENTS, That we, the	e undersigned,
of	, as Principal, and
of	, a corporation organized and existing under the laws of the State of
with its principal office in the City of	as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of	(\$) for the payment of which,
well and truly to be made, we jointly and severally bind ourselve	s, our heirs, administrators, executors, successors and assigns.
The Condition of the above obligation is such that when Department of Administration a certain bid or proposal, attached	reas the Principal has submitted to the Purchasing Section of the I hereto and made a part hereof, to enter into a contract in writing for
NOW THEREFORE,	
hereto and shall furnish any other bonds and insurance required agreement created by the acceptance of said bid, then this oblig force and effect. It is expressly understood and agreed that the exceed the penal amount of this obligation as herein stated.	I enter into a contract in accordance with the bid or proposal attached by the bid or proposal, and shall in all other respects perform the gation shall be null and void, otherwise this obligation shall remain in full liability of the Surety for any and all claims hereunder shall, in no event,
The Surety, for the value received, hereby stipulates ar way impaired or affected by any extension of the time within whi waive notice of any such extension.	nd agrees that the obligations of said Surety and its bond shall be in no ich the Obligee may accept such bid, and said Surety does hereby
IN WITNESS WHEREOF, Principal and Surety have he	ereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and the	
day of, 20	
Principal Corporate Seal	
	(Name of Principal)
	Ву
	(Must be President or
	Vice President)
	(Title)
	(1100)
Surety Corporate Seal	Manager of Country)
	(Name of Surety)
	Attorney-in-Fact

Agency____ REQ.P.O#__

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.

Agency_	Division of Highways	
REQ.P.C	# 05110326	

BID BOND

	KNOW	ALL MEN BY THESE F	PRESENTS, That	we, the undersigned, _	Bilco Construct	tion Company, Inc.
	_ of	805 Wisteria Drive	Şo. Charles	ton, West Virginia 253	<u>0</u> 9as Principal, a	nd Travelers Casualty and Surety Company
America	<u>a_</u> of	Hartford ,	Connecticut	, a corporation o	rganized and exis	sting under the laws of the State of
Conne	cticut	with its principal offic	e in the City of _	Hartford	_, as Surety, are	held and firmly bound unto the State
of West	: Virginia	i, as Obligee, in the pena	al sum of <u>Five</u>	percent of bid	_ (\$5%) for the payment of which,
well and	d truly to	be made, we jointly and	d severally bind o	urselves, our heirs, adm	ninistrators, execu	utors, successors and assigns.
	The Co	ondition of the above ob	ligation is such th	at whereas the Principa	l has submitted to	o the Purchasing Section of the
						o enter into a contract in writing for
a conti	ract to p	rovide forms and pour	concrete wall per	r specifications, District	5, Burlington, W	/est Virginia
				TA 2		
	NOW	THE PERSON				
		THEREFORE,				
	(b) If s	said bid shall be rejected said bid shall be accepte	ed and the Princip	al shall enter into a con	tract in accordan	ce with the bid or proposal attached
hereto a	and shall	l furnish any other bonds	s and insurance re	equired by the bid or pro	oposal, and shall	in all other respects perform the
force an	ıd effect.	It is expressly understo	ood and agreed th	nat the liability of the Su	ill and vold, other rety for any and a	wise this obligation shall remain in full all claims hereunder shall, in no event,
exceed .	the pena	al amount of this obligati	on as herein state	ed.		
way imp waive no	aired or	rety, for the value receiver affected by any extensions any such extension.	ved, hereby stipul on of the time wit	ates and agrees that the hin which the Obligee m	e obligations of s nay accept such b	aid Surety and its bond shall be in no oid, and said Surety does hereby
	IN WIT	NESS WHEREOF, Prin	cipal and Surety I	have hereunto set their	hands and seals.	and such of them as are corporations
have ca		eir corporate seals to be				•
		February				proper chiacie, and
	-		,			,
Principa	l Corpor	ate Seal			Bilco Constructi	on Company, Inc
·					- A	AVamedot Principaly///
					By .) 10 11111M
						(Must be President or
						Vice President)
					Phylodia	President
						(Title)
Surety C	Corporate	e Seal			Travelers Casu	alty and Surety Company of America
					\searrow	(Name of Surety)
					/ /TA	4171/M
					4 W	MIVI
					ž C	Attorney-in-Fact

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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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.

218346

Certificate No. 003280205

KNOW ALL MEN BY THESE PRESENTS: 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 Iowa, and 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

C. David Thomas, Richard L. Higginbotham, Bunnie Marie Perrine, Jeffery O'Dell, and Robin Hubbard-Sherrod

of the City of	Charleston	, State of	West Virginia	, ti	neir true and lawful	Attorney(s)-in-Fact,
other writings ob	rate capacity if more than one is named about the ligatory in the nature thereof on behalf of cuting or guaranteeing bonds and undertaking the control of the control of the capacity is the capacity of the c	the Companies in thei	r business of guaran	teeing the fidelity of po	ersons, guaranteeing	
						5th
day of	HEREOF, the Companies have caused thi ber 2009.	s instrument to be sign	ed and their corpora	te seals to be hereto aff	ixed, this	341
	Farmington Casualty C Fidelity and Guaranty Fidelity and Guaranty I St. Paul Fire and Marin St. Paul Guardian Insu	nsurance Company Insurance Underwrit e Insurance Compan	ers, Inc.	St. Paul Mercury Ins Travelers Casualty at Travelers Casualty at United States Fidelity	nd Surety Compan nd Surety Compan	y of America
1981	1977 E 1951	SEA SEA	A CONTROL INSCRIPTION OF THE CONTROL INSCRIPTION	HARTPORD CONN	HARTORD &	HEATT AND STATE OF THE STATE OF
State of Connecti City of Hartford			Ву:	George W Thom	Soon, Senior Vice Presi	dent
On this the himself to be the Inc., St. Paul Fin Company, Travel	th day of October Senior Vice President of Farmington Casua re and Marine Insurance Company, St. Pa lers Casualty and Surety Company of Ame agoing instrument for the purposes therein c	alty Company, Fidelit ul Guardian Insurance rica, and United State	, before me p y and Guaranty Insu c Company, St. Paul s Fidelity and Guara	Mercury Insurance C enty Company, and that	y and Guaranty Instompany, Travelers the, as such, being	rance Underwriters, Casualty and Surety authorized so to do,
	reof, I hereunto set my hand and official se expires the 30th day of June, 2011.	al. (SEC. YETRE)) –	Man	u C. J.	theoult ry Public

58440-4-09 Printed in U.S.A.

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

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., 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, and Vi 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., 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 Fidelift and Guaranty Company do hereby certify that the above and foregoing

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.

RFQ No. 05110326

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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: Buch Constant of July Truc.
Authorized Signature: Date:Date:
State of WEST VIRGINIA
County of KANAWHA , to-wit:
Taken, subscribed, and sworn to before me this //oday of FEBRUARY , 20/1/.
My Commission expires Spremson 27, 20/6
AFFIX SEAL HERE
OFFICIAL SEAL Notary Public, State Of West Virginia DENNIS E. JAMES 5327 Bradchar Dr. Cross Lanes, WV 25313 My Commission Expires Sept.27, 2016



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

STATE OF WEST VIRGINIA
COUNTY OF KAWAWHA , TO-WIT:
I, BILL FAULKES, after being first duly sworn, depose and state as follows:
1. I am an employee of BLCO CONSTRUCTION Co., TUC; and, (Company Name)
2. I do hereby attest that BLCO CONSTRUCTION CO., TWC. (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.
The above statements are sworn to under the penalty of perjury. BILCO CONSTRUCTION CO., Tuc (Company Name)
Title: Thesiant
Date: 2-16-11
Taken, subscribed and sworn to before me this 16 day of FECRUARY. 201
By Commission expires SEPTEMBER 27, 2016
OFFICIAL SEAL Notary Public, State Of West Virginia DENNIS E. JAMES 5327 Bradchar Dr. Cross Lanes, WV 25313 My Commission Expires Sept.27, 2016 (Notary Public)
THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev March 2009