

**FAX COVER**

**ORANGE  
CONSTRUCTION  
CORPORATION**

**FACSMJLJE TRANSMJTL SHEET**

**TO: SHERI SLONE**

**FROM:**

*Orange Construction Corporation*

**COMPANY: WV PURCHASING  
DIVISION**

**DATE: 04/05/2011**

**FAX NUMBER:**

304-558-2165

**TOTAL NO. OF PAGES INCLUDING  
COVER: 15**

**PHONE NUMBER:**

**SENDER'S REFERENCE NUMBER:**

**RE:**

**YOUR REFERENCE NUMBER:**

URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

**NOTES/COMMENTS:**

RFQ: 08110175  
Buyer: 33 - Sheri Slone  
Bid Date: 04/05/2011  
Bid Time: 1:30 PM



**170 Old Cheat Road Morgantown, WV 26508    Office: 304-291-6766 Fax: 304-291-6976**



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  
 08110175

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 BUYER 33  
 304-558-2402

PROPERTY

\*312111457 304-291-6765  
 ORANGE CONSTRUCTION CORP  
 170 OLD CHEAT ROAD  
 MORGANTOWN WV 26508

PROPERTY

DIVISION OF HIGHWAYS  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/28/2011				

BID OPENING DATE: 04/05/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO ADD AN ADDITIONAL CONTRACTOR REQUIREMENT PER THE ATTACHED		
				EXTEND BID OPENING DATE FROM 03/30/2011 @ 1:30 PM TO 04/05/2011 AT 1:30 PM.		
				*****END ADDENDUM NO. 2*****		
0001	1	EA		750-30		
				REINFORCED CONCRETE FOOTERS, WALL AND FLOOR		
				***** THIS IS THE END OF RFQ 08110175 ***** TOTAL:		129208 <sup>00</sup>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Dennis Pugh* TELEPHONE: 304 291 6765 DATE: 4/4/11  
 TITLE: President FEIN: 550767161 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](http://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).

**Additional Contractor Requirement:**

Contractor shall leave for two (2) 3' Wide x 7' High walk-in door openings in concrete walls. The openings will be located in proximity to the garage door openings.

WVDOH shall supply and install doors and necessary hardware.

**END OF ADDENDUM NO. 2**



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\*312111457 304-291-6765  
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 170 OLD CHEAT ROAD  
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SHIP TO

DIVISION OF HIGHWAYS  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/16/2011				

BID OPENING DATE: 03/30/2011 BTD OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) RESPOND TO SUBMITTED TECHNICAL QUESTIONS PER THE ATTACHED						
2.) ADD AN ADDITIONAL CONTRACTOR REQUIREMENT PER THE ATTACHED						
3.) BID OPENING REMAINS 03/30/2011 AT 1:30 PM						
*****END ADDENDUM NO. 1*****						
0001	1	EA		750-30		
REINFORCED CONCRETE FOOTERS, WALL AND FLOOR						
***** THIS IS THE END OF RFQ 08110175 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEN	

ADDRESS CHANGES TO BE NOTED ABOVE

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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.

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State of West Virginia  
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# Request for Quotation

RFQ NUMBER  
 08110175

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 33  
 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED 02/14/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 03/30/2011		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		750-30	129,208 <sup>00</sup>	129,208 <sup>00</sup>
REINFORCED CONCRETE FOOTERS, WALL AND FLOOR  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 CONSTRUCTION OF REINFORCED CONCRETE FOOTERS, WALLS, AND FLOOR FOR THE NEW SALT SHED, 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 03/11/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS 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: SAM VANCE, HIGHWAY ADMINISTRATOR, WVDOH AT 304-637-0220 OFFICE PHONE, OR 304-642-0428 CELL PHONE  ANY TECHNICAL QUESTIONS ARISING FROM SITE VISITS MUST BE SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION NO. 08110175 AND MUST						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *David Boyts* TELEPHONE: 304 291 6765 DATE: 4/4/11

TITLE: *Proc.* FERN: 55 076 7161 ADDRESS CHANGES TO BE NOTED ABOVE

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- 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.

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# Request for Quotation

RFQ NUMBER  
 08110175

PAGE  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 33  
 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

RFQ COPY

DIVISION OF HIGHWAYS  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED 02/14/2011	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 03/30/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ..... 3/14/11</p> <p>NO. 2 ..... 3/28/11</p> <p>NO. 3 ..... ..</p> <p>NO. 4 ..... ..</p> <p>NO. 5 ..... ..</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: David Beato TELEPHONE: 304 291 6725 DATE: 4/4/11

TITLE: Proc FEIN: 35 076 7161 ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

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**08110175**

PAGE  
**7**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33  
 304-558-2402**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**DIVISION OF HIGHWAYS  
 JOBSITE  
 SEE SPECIFICATIONS**

DATE PRINTED <b>02/14/2011</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: <b>03/30/2011</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FIRM	

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED VENDORS



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BID OPENING DATE: 03/30/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS NAME: <i>U. K. W. Construction Corp.</i></p> <p>CONTRACTORS LICENSE NO.: <i>W.V. 029979</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:          DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *David Byrnes* TELEPHONE: *304-291-6785* DATE: *4/4/11*  
 TITLE: *Buyer* FEIN: *55 076 7161* ADDRESS CHANGES TO BE NOTED ABOVE

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



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 SEE SPECIFICATIONS

DATE PRINTED: 02/14/2011  
 TERMS OF SALE: \_\_\_\_\_  
 SHIP VIA: \_\_\_\_\_  
 FOB: \_\_\_\_\_  
 FREIGHT TERMS: \_\_\_\_\_  
 BID OPENING DATE: 03/30/2011

BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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PURCHASING DIVISION  
 BUILDING 15  
 2019 WASHINGTON STREET, EAST  
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: SHERI SLONE - FILE 33

REQ. NO.: 08110175

BID OPENING DATE: 03/30/2011

BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

304 291 6765

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:

DAVID BRYTE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *David Bryte*  
 TITLE: *President*  
 TELEPHONE: 304/291/6765  
 DATE: 4/4/11  
 FEIN: 550767161  
 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELER



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  
**08110175**

PAGE  
**10**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33  
 304-558-2402**

RFQ COPY  
TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS  
JOBSITE  
SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/14/2011				

BID OPENING DATE: **03/30/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ 08110175 ***** TOTAL:						<u>129,208<sup>00</sup></u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: David Beato TELEPHONE: 304 291 6765 DATE: 4/4/11  
 TITLE: Procurement FEIN: 56 076 7161 ADDRESS CHANGES TO BE NOTED ABOVE

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Orange Construction, Corp  
of Morgantown WV 26508, as Principal, and Hudson Insurance  
of New York NY 10004, a corporation organized and existing under the laws of the State of  
DE with its principal office in the City of New York, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligees, in the penal sum of 5% (five percent) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
W.V. Department of Administration  
2019 Washington St., Charlestown, WV 25305-0130

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
25 day of March, 2011.

Principal Corporate Seal

Orange Construction Corp.  
(Name of Principal)  
By David P. [Signature]  
(Must be President or Vice President)  
President  
(Title)

Surety Corporate Seal

Hudson Insurance Company  
(Name of Surety)  
Cristen A Ross [Signature]  
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.



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 17 State Street, New York, New York, 10004, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Cristen A. Ross and Charlotte I. Molek

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 1st day of June, 2010 at New York, New York.

(Corporate seal)

Attest: Peter H. Lovell, Corporate Secretary



HUDSON INSURANCE COMPANY

By: Michael P. Gleeson, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 1st day of June, 2010 before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name hereto by like order.



Alicia T. McKinney, Notary Public, State of New York, No. 01MC6212495, Qualified in New York County, Commission Expires October 13, 2013

STATE OF NEW YORK COUNTY OF NEW YORK SS.

CERTIFICATION

The undersigned Peter H. Lovell hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 25 day of March, 2011

(Corporate seal)

By: Peter H. Lovell, Corporate Secretary