



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
 8511C2014

PAGE
 1

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

PROPERTY

*709015521 724-887-8096
 GREEN ACRES CONTRACTING CO
 PO BOX 463
 SCOTTDALE PA 15683

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/27/2010				

BID OPENING DATE:

09/15/2010

BID OPENING TIME 01:30PM

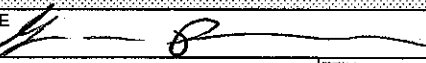
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		550-54	\$254,530.00	\$254,530.00
INSTALL REINFORCED CONCRETE FOUNDATIONS OPEN END CONTRACT TO PROVIDE ALL LABOR, EQUIPMENT, AND MATERIAL TO INSTALL REINFORCED CONCRETE FOUNDATIONS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS AND DRAWING. EXHIBIT 1 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. 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. 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)						

RECEIVED

2010 SEP 14 A 10:15

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE 724-887-8096 DATE 9/13/10

TITLE President FEIN 25-1271209 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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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
08/27/2010				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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) SUCCESSIVE 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 WITH 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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>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.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: 8511C2014</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

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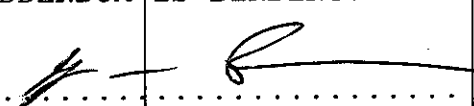
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<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 . . . X</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <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: right;">  Gregory M. Pisula SIGNATURE President GREEN ACRES CONTRACTING COMPANY, INC. COMPANY 9/13/10 DATE </p>						

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</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> <p>CONTRACTORS NAME: GREEN ACRES CONTRACTING COMPANY, INC.</p> <p>CONTRACTORS LICENSE NO : WV001297</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 RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
REV. 5/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION 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:				33		

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REQ. NO.:				8511C2014		
BID OPENING DATE:				09/15/2010		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----724-887-8111-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
ROB ROLLINSON						
***** THIS IS THE END OF RFQ 8511C2014 ***** TOTAL:						\$254,530.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
DELETE: DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT						
BID OPENING DATE AND TIME REMAINS 09/15/10 @ 1:30 P.M.						
NO OTHER CHANGES.						
0001	1	LS		550-54	\$254,530.00	\$254,530.00
INSTALL REINFORCED CONCRETE FOUNDATIONS						
***** THIS IS THE END OF RFQ 8511C2014 ***** TOTAL:						\$254,530.00

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SIGNATURE 	TELEPHONE 724-887-8096	DATE 9/13/10
TITLE President	FEIN 25-1271209	ADDRESS CHANGES TO BE NOTED ABOVE

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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.
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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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INSTALLATION OF CONCRETE FOUNDATION BREAKAWAY SIGN SUPPORTS - STATEWIDE

SCOPE OF WORK

The Contractor is responsible for the installation of foundations for breakaway and non-breakaway sign supports in association with LOGO and TODS/LOGO signing as well as other related signing programs. The Contractor shall be required to place sign foundations on a statewide basis for the Interstate Highway System, the Appalachian Highway corridor System, and other expressway facilities. The Contractor may also be required to place assemblies along 2-lane U.S., State, and County routes. The Contractor will be required to place flexible, tubular, delineator posts and anchors at specified assemblies to mark their locations. In addition, the Contractor will also be required to remove existing S or W shape support stubs and foundations, or the foundations and foundation mounted attachment hardware for similar types of shoulder ground mounted supports, at specified locations.

GOVERNING SPECIFICATIONS

The "West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000" (Standard Specifications), and the "West Virginia Division of Highways, Standard Details Book, Volume II, Signing, Signals, Lighting, and Marking" (Standard Details), latest printing. The following Contract specifications are the governing provisions and shall supersede the Standard Specifications and Standard Details where applicable.

DESCRIPTION OF BID ITEMS

- Bid Item 1: "Mobilization Per District" shall consist of the payment of one unit of this Item per each occurrence that the Contractor is directed to install one or more foundations in a particular District.
- Bid Item 2: "Plastic Delineator Post" shall consist of the installation of a yellow 54 inch soil mounted flexible delineator post with red sheeting, when indicated, directly in front of a foundation installed under Bid Items 3 through 7.
- Bid Item 3: "Class B Concrete Footing, Reinforced, Roadside, Type I" shall consist of the complete installation of a Class B concrete sign support foundation, including stub post or anchor bolts and reinforcement steel, where the plan volume of the sign support foundation shall be greater than 1.00 CY and equal to or less than 1.20 CY. W10 sign support foundations shall be considered Type I foundations.
- Bid Item 4: "Class B Concrete Footing, Reinforced, Roadside, Type II" shall consist of the complete installation of a Class B concrete sign support foundation, including stub post or anchor bolts and reinforcement steel, where the plan volume of the sign support foundation shall be greater than 0.70 CY and equal to or less than 1.00 CY. W8 sign support foundations shall be considered Type II foundations.
- Bid Item 5: "Class B Concrete Footing, Reinforced, Roadside, Type III" shall consist of the complete installation of a Class B concrete sign support foundation, including stub post or anchor bolts and reinforcement steel, where the plan volume of the sign support foundation shall be greater than 0.30 CY and equal to or less than 0.70 CY. W6 sign support foundations shall be considered Type III foundations.
- Bid Item 6: "Class B Concrete Footing, Reinforced, Roadside, Type IV" shall consist of the complete installation of a Class B concrete sign support foundation, including stub post or anchor bolts and reinforcement steel, where the plan volume of the sign support foundation shall be equal to or less than 0.30 CY. S4 sign support foundations shall be considered Type IV foundations.
- Bid Item 7: "Class B Concrete Footing, Roadside, Type V" shall consist of the complete installation of a Class B concrete sign support foundation, including U-Channel or Square Tube "Break-Out" Anchor, where the plan volume of the sign support foundation shall be equal to or less than 0.10 CY. U-Channel or Square-Tube "Break-Out" Anchor foundations shall be considered Type V foundations.
- Bid Item 8: "Footer Removal" shall consist of cutting off the existing stub, anchor, or anchor bolts, and removal of the concrete foundation to a minimum of 6" below the existing ground level. This work shall also include the restoration of the ground surface to its original condition. Payment shall consist of one unit regardless of the type of foundation to be removed.

INSTALLATION – GENERAL NOTES

1. The West Virginia Division of highways' Traffic Engineering Division (WVDOH TED) shall identify assembly locations along mainlines, interchanges, and at-grade intersections. These sign locations shall be referenced from easily identifiable points, or shall be referenced on sign plans by mile point or station number.
2. The WVDOH TED shall supply the Contractor with the stubs, "Break-Out" anchors, or anchor bolts for the breakaway supports and, if required, flexible delineator posts with anchors. The Contractor shall be required to supply reinforcement steel and concrete.
3. Unless otherwise indicated on the Work Order Release, Type I foundations shall be W10 foundations, Type II foundations shall be W8 foundations, Type III foundations shall be W6 foundations, and Type IV foundations shall be S4 foundations installed as detailed in the Standard Details Book on sheet TE1-3C. The Contractor shall comply with the WVDOH Standard Detail Sheets TE1-3A, TE1-3B, and TE1-3C on all installations, regardless of the type of breakaway mechanism, in regards to stub clearance, sign orientation, sign/post offset, and post spacing for all installations. If foundations are to be installed for non-existing signs, the Contractor shall be made aware of the width of the sign that the foundations are to be installed for in order for the Contractor to determine the proper post spacing and offset from the shoulder or guardrail. The Engineer shall supply any additional detail drawings required.
4. Unless otherwise indicated on the Work Order Release, Type V foundations shall be Square Tube or U-channel "Break-Out" foundations. Type V foundations shall consist of a 12 inch diameter hole with a depth of 36 inches. No reinforcing steel is required. The contractor shall install the supplied anchor flush with the concrete foundation. One standard anchor is used for all size square tube and u-channel used with the "Break-Out" system. This standard anchor will be used for all installations. The Contractor shall comply with the WVDOH Standard Detail Sheets TE1-3A, TE1-3B, and TE1-3C on all installations, in regards to sign orientation, sign/post offset, and post spacing for all installations. If foundations are to be installed for non-existing signs, the Contractor shall be made aware of the width of the sign that the foundations are to be installed for in order for the Contractor to determine the proper post spacing and offset from the shoulder or guardrail. The Engineer shall supply any additional detail drawings required.
5. The Contractor shall be informed of the number of foundations to be installed at each assembly and the foundation Type to be installed. The Contractor will also be informed of which assemblies will require footer removal and which assemblies will require flexible delineator posts and anchors, if any. The Engineer will supply photographs or maps of assembly locations to further detail the required placement of foundations if necessary.
6. Assemblies that require flexible delineator posts and anchors shall have a flexible, delineator post with anchor installed directly in front of each foundation where the front of the foundation shall be considered the side which faces traffic. The

- flexible delineator post and anchor shall be installed within one (1) foot of the edge of the concrete footing.
7. All sign locations are approximate. If critical, the exact location of each foundation shall be staked. New sign support foundations shall not be placed within or straddling ditch bottoms, unless indicated otherwise on the work order Release.
 8. When determining the appropriate foundation spacing for the width sign specified, the Contractor shall not install more than one (1) W10 foundation per seven (7) feet of width (foundation spacing, when evenly spaced, must be greater than seven (7) feet). For all other supports, the Contractor shall not install more than two (2) foundations per seven (7) feet of width (foundation spacing, when evenly spaced, must be greater than three-and-one-half (3-1/2) feet).
 9. All foundations should be installed at locations where the assembly can be located behind guardrail, on a raised relief bench, or other location considered to be reasonably inaccessible to errant vehicles if possible. When placed behind guardrail, the assembly shall be installed downstream/upstream of the end of the guardrail as indicated in the attached "**DETAIL FOR LOCATING SIGN SUPPORTS BEHIND GUARDRAIL**". If need be, the Contractor shall remove a section(s) of guardrail in order to gain access to the location of the proposed foundations. The Contractor shall subsequently reinstall the removed guardrail to its' original condition. The Contractor shall be paid no additional compensation for this.
 10. Due to placement limitations, the Contractor may be required to install foundations on the edges of steep slopes and possibly on vehicle inaccessible relief benches. The Contractor, in these cases, shall utilize a drill auger with extra reach capability and shall place concrete with a concrete bucket if necessary. The Contractor shall be paid no additional compensation for such installations. Specifying the installation of foundations at these type locations will be avoided if at all possible.
 11. Class B concrete shall be utilized for each foundation. (see subsection 601.7 – mixing of the Standard Specifications. The one hour maximum allowable time quoted in the third paragraph shall be allowed to be one and one-half hours).
 12. Foundations shall be bid regardless of rock and soil conditions. The Contractor shall be paid the bid price for each foundation Type regardless of as built dimensions of foundation and shall not be paid additional compensation for concrete overage.
 13. The Engineer may, in some cases, specify an elevation difference between the top of stub plates at a specified pre-staked assembly, which shall be obtained by the Contractor at the time that the foundations are placed. No additional compensation will be paid to the Contractor for this.
 14. The WVDOH District Construction Office shall provide inspection for Work Order Releases as part of this Contract if necessary. If inspection is to be provided, the Contractor shall coordinate their work with the District(s) responsible for inspection. This shall include notifying the pertinent District(s) a minimum of seven (7) days prior to beginning work.

MEASUREMENT

1. At each assembly, the Contractor shall, upon completion of the assembly, determine the elevation of each of the stub plates or "Break-Out" anchor. The elevation shall be taken from the top of the stub plate or anchor and shall be relative to the elevation at the edge of pavement. Elevations shall be reported and transmitted on the attached "Statewide Sign Foundation Installation Contract - Foundation Elevation Sheet".
2. The stub/foundation closest to the roadway shall be designated stub/foundation "A". The next stub/foundation shall be designated "B", and so forth.
3. The Contractor shall denote the elevation difference (+/-) in elevation from the edge of pavement to the top of each stub plate in units of inches. Positive (+) measurements shall indicate that the top of the stub plate is above the edge of pavement. Negative (-) measurements shall indicate that the top of the stub plate is below the edge of pavement.
4. This information shall be normally be transmitted to the WVDOH-TED within three (3) days after all work is completed on a particular Work Order Release. If required by the Engineer, the Contractor shall submit elevations for all foundations completed on the current Work Order Release at the time of the request within three (3) days of the request.
5. Occasionally, the Contractor may be required to obtain additional measurements pertinent to the installed assembly, such as post lengths for existing assemblies. Such requirements shall be noted on the Work Order Release and shall be reported on the elevation reporting sheet.

MAINTENANCE OF TRAFFIC NOTED

1. Maintenance of traffic shall be in accordance with Section 636 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000, including all applicable subsequent Addendums, and the manual, "Manual on Temporary Traffic Control for Streets and Highways," latest printing. All traffic control shall be inclusive within the bid price of each foundation.
2. It shall be the Contractors' responsibility to coordinate traffic control with any adjacent or overlapping project. This coordination shall be done through the appropriate District Construction office to insure that any closure shall not conflict with any other closure.

COMPLETION / PAYMENT OF MOBILIZATION

1. The Contractor shall have sixty (60) calendar days to complete work for requests of twenty (20) to one-hundred (100) total foundations (Bid Items 3-7). The Contractor shall have forty-five (45) calendar days to complete work for requests of one (1) to nineteen (19) total foundations (Bid Items 3-7).
2. Days allowed to completion shall begin on the last day allowed for completion of the previous Work Order Release, or on the last day of work on the previous Work Order Release, whichever is soonest. If the next Work Order Release is not released prior to completion of the previous Work Order Release, days allowed to completion shall begin upon the date of release of the Work Order Release to the Contractor or a later agreed upon date between the Engineer and the Contractor.
3. Upon completion of work in each District, the Contractor shall be allowed to submit invoices for full payment per District. The Contractor may optionally submit an invoice for full payment of the entire Work Order Release after completion of the entire Work Order Release.
4. The Contractor shall be assessed liquidated damages per calendar day, per Release Order in the amount indicated in section 108.7 of the Standard Specifications for any work uncompleted. The daily charge shall be based on the total value of the Work Release Order.
5. When sign foundations are required to be installed, the WVDOH TED will release the work order to the Contractor. The Contractor shall have fifteen (15) calendar days to begin work. At the end of the first day of work, the Contractor shall be entitled to payment of mobilization consisting of one unit of Item 1 pertaining to the District the Contractor begins work in. If the same Work Order Release requires work in a District other than the District the Contractor is presently located, the Contractor shall be entitled to payment of mobilization consisting of one unit of Item 1 upon completion of the first day of work in the subject District. The Contractor is entitled to payment in each District only once per Work Order Release except in the event the Engineer directs work to be done in another District before completion of work in a given District, or if the Engineer adds work to a particular District on a particular Work Order Release after the Contractor has completed the original specified work in the subject District. The Engineer may, in some cases, direct the Contractor as to the sequence that Districts shall be completed on a given Work Order Release involving multiple Districts. No additional compensation will be paid to the Contractor for this.

CONTRACT FAMILIARIZATION MEETING

The WVDOH-TED may require the successful bidder to attend a project familiarization meeting to be held in Charleston, WV between Traffic Engineering Personnel and the successful Contractor, within seven (7) calendar days of the letting date of this Contract.

ESTIMATED QUANTITIES

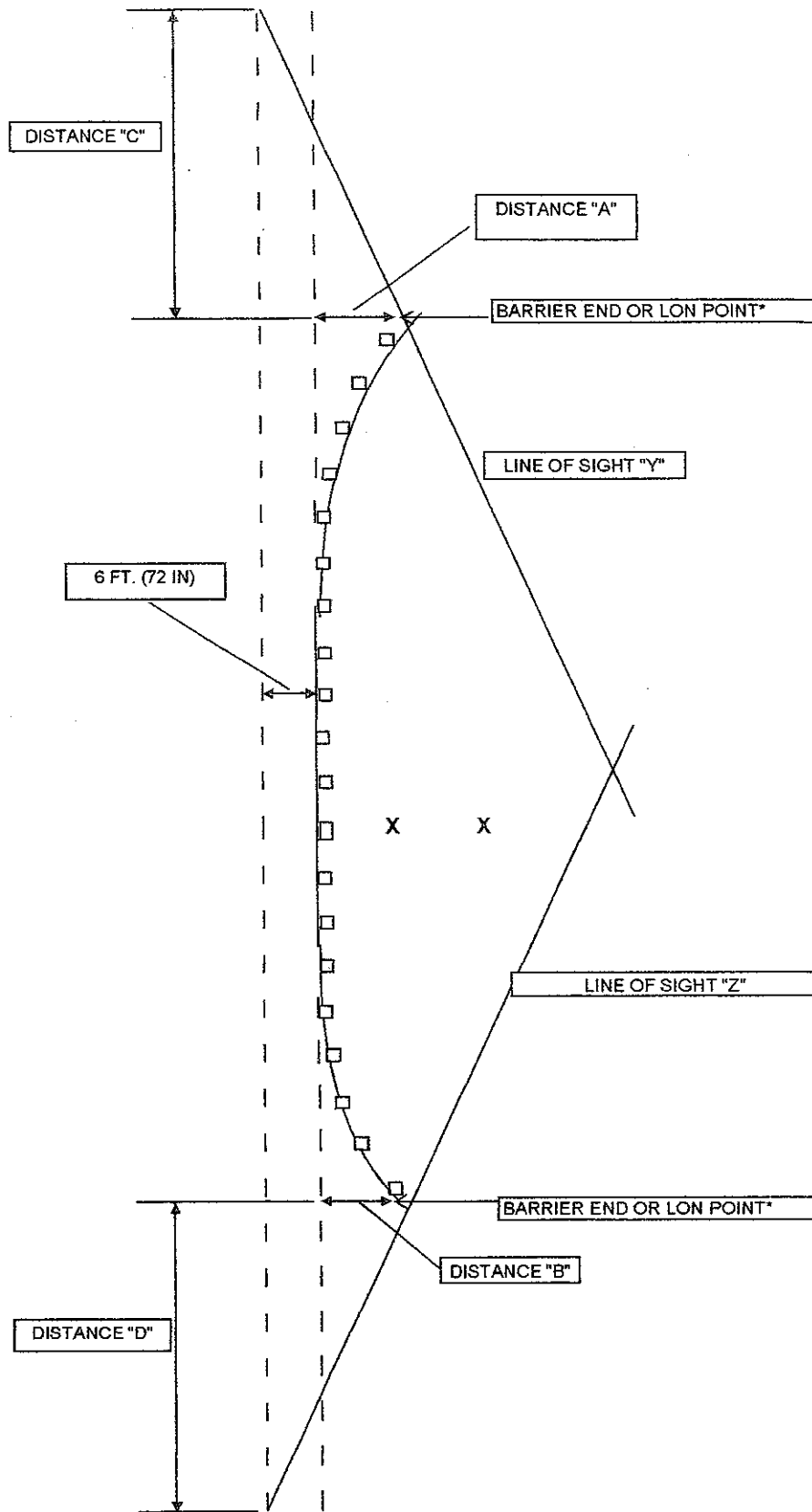
Estimated quantities by District are as follows:

District	Item 1 Mobilization	Item 2 Delineators	Item 3 Type I	Item 4 Type II	Item 5 Type III	Item 6 Type IV	Item 7 Type V	Item 8 Removal
1	3	4	2	6	25	20	4	4
2	2	4	2	8	8	15	2	4
3	1	13	5	4	6	10	4	2
4	3	2	0	4	12	14	6	4
5	2	13	3	6	8	6	4	6
6	2	0	0	8	8	10	2	0
7	2	3	0	12	4	6	0	2
8	1	2	2	6	4	4	0	4
9	2	2	2	4	6	8	4	6
10	2	0	0	8	6	14	6	2
Total	20	43	16	66	87	107	32	34

BID SCHEDULE

The following estimated quantities are for bid purposes only. Actual quantities will be determined by needs of the West Virginia Division of Highways and may be increased or decreased:

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	20	Mobilization Per District	\$1,000.00	\$20,000.00
2	43	Plastic Delineator Post	10.00	430.00
3	16	Class B Concrete Footing, Reinforced, Roadside, Type I	900.00	14,400.00
4	66	Class B Concrete Footing, Reinforced, Roadside, Type II	825.00	54,450.00
5	87	Class B Concrete Footing, Reinforced, Roadside, Type III	800.00	69,600.00
6	107	Class B Concrete Footing, Reinforced, Roadside, Type IV	750.00	80,250.00
7	32	Class B Concrete Footing, Reinforced, Roadside, Type V	375.00	12,000.00
8	34	Footer Removal	100.00	3,400.00
CONTRACT TOTAL →				\$254,530.00



DISTANCE "C" IN FEET = 0.311 * (72 + DISTANCE "A" IN INCHES)

DISTANCE "D" IN FEET = 0.311 * (72 + DISTANCE "B" IN INCHES)

FOUNDATIONS MUST BE LOCATED WITHIN THE AREA CREATED BY LINE OF SIGHT "Y" AND LINE OF SIGHT "Z"

* LON POINT = LENGTH OF NEED POINT. IF A PORTION OF THE BEGINNING LENGTH OF THE BARRIER IS CONSIDERED GATING (NON-RE-DIRECTING), THE CONTRACTOR SHALL USE THE POINT AT WHICH THE BARRIER BECOMES NON-GATING RATHER THAN THE BARRIER END FOR DETERMINING DISTANCE "A" AND/OR DISTANCE "B".

DETAIL FOR LOCATING SIGN SUPPORTS BEHIND GUARDRAIL



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

STATE OF _____

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)

2. I do hereby attest that _____
(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.

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

(Notary Public)

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.

RFQ No. _____

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 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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of December, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Green Acres Contracting Company, Inc.

P.O. Box 463, Scottsdale, PA 15683

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

10 Sentry Parkway, Suite 300, Blue Bell, PA 19422

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Virginia, Department of Administration

2019 Washington Street East, Charleston, WV 25305-0130

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ _____ 5% _____),


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 Installation of Breakaway Sign Foundations; RFQ Number

8511C2014

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 materials 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 15th day of September, 2010


(Witness)

Green Acres Contracting Company, Inc.

(Principal)


(Seal)

By: 

President

Gregory M. Pisula

(Title)


Susan C. Caputy
(Witness)



Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: 

Attorney-in-Fact

Jeffrey A. Frank

(Title)



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

Surety Bond No. Bid Bond

Principal: Green Acres Contracting Company, Inc.

OR

Project Description: Installation of Breakaway Sign Foundations;
RFQ Number 8511C2014

Obligee: State of West Virginia, Department of Administration

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 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 Jeffrey A. Frank of the City of Pittsburgh, State of PA, 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 5th day of August, 2009.

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



State of Connecticut

City of Hartford ss.

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

On this the 5th day of August, 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., 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., 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

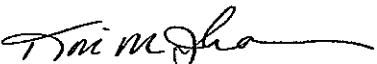
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 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 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 15th day of September, 2010.


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.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Green Acres Contracting Company, Inc.

P.O. Box 463, Scottsdale, PA 15683

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

10 Sentry Parkway, Suite 300, Blue Bell, PA 19422

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Virginia, Department of Administration

2019 Washington Street East, Charleston, WV 25305-0130

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ _____ 5% _____),

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 Installation of Breakaway Sign Foundations; RFQ Number

8511C2014

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 materials 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 15th day of September, 2010

Green Acres Contracting Company, Inc.

(Principal)

(Seal)

By: _____

(Title)

(Witness)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: _____

Attorney-in-Fact

Jeffrey A. Frank

(Title)

Susan C. Caputy

(Witness)





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

Surety Bond No. Bid Bond

Principal: Green Acres Contracting Company, Inc.

OR

Project Description: Installation of Breakaway Sign Foundations;
RFQ Number 8511C2014

Obligee: State of West Virginia, Department of Administration

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 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 Jeffrey A. Frank of the City of Pittsburgh, State of PA, 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 5th day of August, 2009.

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



State of Connecticut

City of Hartford ss.

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

On this the 5th day of August, 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., 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., 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

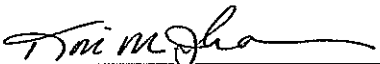
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 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 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 15th day of September, 2010.


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.