



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  
**DNRB11054**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER  
 304-558-2316**

RFQ COPY

TYPE NAME/ADDRESS HERE

**BEAR CONTRACTING, LLC  
 112 STATE STREET  
 P.O. BOX 1196  
 BRIDGEPORT, WV 26330**

**DIVISION OF NATURAL RESOURCES  
 ELKINS OFFICE  
 RANDOLPH CENTER - SUITE 222  
 1200 HARRISON AVENUE  
 ELKINS, WV  
 26241**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/07/2010				

BID OPENING DATE: **11/10/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		588,088. <sup>88</sup>
<p><b>GENERAL CONSTRUCTION</b></p> <p>THIS IS AN EAST BOND FUNDED CAPITAL IMPROVEMENT PROJECT. PAYMENTS TO VENDORS WILL BE MADE BY THE BANK. NEW YORK MELLON.</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR CONSTRUCTION OF SANITARY SEWER COLLECTION IMPROVEMENTS AND POTABLE WATER DISTRIBUTION IMPROVEMENTS AT CANAAN VALLEY RESORT STATE PARK, TUCKER COUNTY, WEST VIRGINIA.</p> <p><b>MANDATORY PRE-BID</b></p> <p>A MANDATORY PRE-BID WILL BE HELD ON 10/19/10 AT 9:30 AM AT CANAAN VALLEY STATE PARK LODGE, DAVIS, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE</p>						

**RECEIVED**  
 2010 NOV 24 PM 1:18  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304-842-3002** DATE: **11-24-10**

TITLE: **PRESIDENT / MANAGING MEMBER** FEIN: **75-3079323** 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).



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**2**

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SHIP TO

**DIVISION OF NATURAL RESOURCES  
 ELKINS OFFICE  
 RANDOLPH CENTER - SUITE 222  
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<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 10/21/2010 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>THE BIDDING DOCUMENTS CONSIST OF THE REQUEST FOR QUOTATION; CONSTRUCTION PLAND AND PROJECT MANUAL.</p> <p>REQUEST FOR QUOTATION MAY BE OBTAINED BY CONTACTING:            FRANK WHITTAKER, SENIOR BUYER            WV PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305            TELEPHONE: 304-558-2316</p> <p>PLANS AND PROJECT MANUAL MAY BE OBTAINED BY CONTACTING:            CHAPMAN TECHNICAL GROUP            200 SIXTH AVE</p>						

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<p>ST. ALBANS, WV 25177            TELEPHONE: 304-727-5501</p> <p>THERE IS A NON-REFUNDABLE \$110.00 FEE FOR PLANS AND PROJECT MANUAL.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 150 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE THE NOTICE TO PROCEED IN WRITING.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR TUCKER COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING</p>						

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<p>WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</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. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. 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</p>						

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				<p>BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>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.</p> <p>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 PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED</p>		

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<p>ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE</p>						

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<p>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     ...10/22/10...</p> <p>NO. 2     ...11/5/10...</p> <p>NO. 3     ...11/16/10...</p> <p>NO. 4     ...11/19/10...</p> <p>NO. 5     .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH</p>						

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<p>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><i>[Signature]</i>.....SIGNATURE  <i>BEAR CONTRACTING, LLC</i>.....COMPANY  <i>11/24/10</i>.....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>						

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/07/2010				

BID OPENING DATE: **11/10/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS NAME: ... <b>BEAR CONTRACTING, LLC</b> .....</p> <p>CONTRACTORS LICENSE NO.: <b>.WV.028391</b> .....</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 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:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**DNRB11054**

PAGE  
**10**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER**  
**304-558-2316**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES  
 ELKINS OFFICE  
 RANDOLPH CENTER - SUITE 222  
 1200 HARRISON AVENUE  
 ELKINS, WV  
 26241

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/07/2010				

BID OPENING DATE: **11/10/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>BUILDING 15</b>  <b>2019 WASHINGTON STREET, EAST</b>  <b>CHARLESTON, WV 25305-0130</b></p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: <b>44</b></p> <p>REQ. NO.: <b>DNRB11054</b></p> <p>BID OPENING DATE: <b>11/10/2010</b></p> <p>BID OPENING TIME: <b>1:30 PM</b></p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  <b>304-842-9433</b></p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:  <b>MARK D. URSO PRESIDENT/MANAGING MEMBER</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE

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

**Canaan Valley State Park Resort  
Cabin Area Water and Wastewater System Improvements  
Contract No. 1**

**DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL-1**

Name of Bidder:

BEAR CONTRACTING, LLC

Address of Bidder:

112 STATE STREET  
P.O. BOX 1196  
BRIDGEPORT, WV 26330

Phone Number of Bidder:

304-842-3002

WV Contractors License No.

WV028391

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**Base Bid  
Contract No. 1**

The project consists of the removal and replacement of 3,300 LF of 6" PVC Gravity Sewer; 13 precast concrete manholes; 1,500 LF of 4" PVC Gravity Sewer Service Lines; and miscellaneous components necessary to provide a complete replacement of an existing gravity sewer system. New construction shall include 4,200 LF of 2" SDR-21 PVC Force Main Pipe; 1,300 LF of 6" PVC C-900 Water Main Pipe; 30 GPM duplex, submersible, grinder wastewater pump station; sludge removal and earthwork as required to abandon two existing effluent polishing ponds; abandonment of an existing 4,000 GPD wastewater treatment plant; miscellaneous concrete and asphalt restoration; and other miscellaneous components required to provide a complete functioning wastewater transmission system and water transmission main. The work is identified as Contract No. 1 - Canaan Valley State Park Resort Cabin Area Water and Wastewater Systems Improvements.

**Canaan Valley State Park Resort  
Cabin Area Water and Wastewater System Improvements  
Contract No. 1  
DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL-2**

Amounts to be shown in both words and figures. In case of a discrepancy, the amount in words shall govern.

<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u> <u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u> <u>IN FIGURES</u>	<u>TOTAL PRICE</u> <u>IN FIGURES</u>
4,200	L.F.	2" PVC Force Main Sewer Pipe <u>EIGHTEEN</u> Dollars and <u>ZERO</u> Cents	\$ <u>18.<sup>00</sup></u>	\$ <u>75,600.<sup>00</sup></u>
1,300	L.F.	6" PVC Water Main Pipe <u>TWENTY EIGHT</u> Dollars and <u>ZERO</u> Cents	\$ <u>28.<sup>00</sup></u>	\$ <u>36,400.<sup>00</sup></u>
3,300	L.F.	6" PVC Gravity Sewer Pipe (Remove & Replace) <u>THIRTY SIX</u> Dollars and <u>ZERO</u> Cents	\$ <u>36.<sup>00</sup></u>	\$ <u>118,800.<sup>00</sup></u>
1,530	L.F.	4" PVC Gravity Sewer Service Pipe (Remove & Replace) <u>THIRTY TWO</u> Dollars and <u>ZERO</u> Cents	\$ <u>32.<sup>00</sup></u>	\$ <u>48,960.<sup>00</sup></u>
150	L.F.	6" Steel Casing Pipe Open Cut <u>SIXTY</u> Dollars and <u>ZERO</u> Cents	\$ <u>60.<sup>00</sup></u>	\$ <u>9,000.<sup>00</sup></u>
60	L.F.	12" Steel Casing Pipe Open Cut <u>SEVENTY EIGHT</u> Dollars and <u>ZERO</u> Cents	\$ <u>78.<sup>00</sup></u>	\$ <u>4,680.<sup>00</sup></u>
12	EA.	Standard 4' Diameter Manhole (Remove & Replace) <u>THREE THOUSAND</u> Dollars and <u>ZERO</u> Cents	\$ <u>3,000.<sup>00</sup></u>	\$ <u>36,000.<sup>00</sup></u>
1	EA.	Standard 4' Diameter Manhole (New) <u>TWO THOUSAND AND FIVE HUNDRED</u> Dollars and <u>ZERO</u> Cents	\$ <u>2,500.<sup>00</sup></u>	\$ <u>2,500.<sup>00</sup></u>

Canaan Valley State Park Resort  
 Cabin Area Water and Wastewater System Improvements  
 Contract No. 1

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-3

<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u> <u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u> <u>IN FIGURES</u>	<u>TOTAL PRICE</u> <u>IN FIGURES</u>
2	EA.	Provide New Frame & Cover FIVE HUNDRED Dollars and ZERO Cents	\$ 500 <sup>00</sup>	\$ 1,000 <sup>00</sup>
110	L.F.	Electrical Conduit w/ Conductors NINETEEN Dollars and ZERO Cents	\$ 19 <sup>00</sup>	\$ 2,090 <sup>00</sup>
1	EA.	Air Release Valve Assembly FIVE THOUSAND Dollars and ZERO Cents	\$ 5,000 <sup>00</sup>	\$ 5,000 <sup>00</sup>
1	EA.	Water Main Connection No. 1 THREE THOUSAND Dollars and ZERO Cents	\$ 3,000 <sup>00</sup>	\$ 3,000 <sup>00</sup>
1	EA.	Water Main Connection No. 2 FIVE THOUSAND Dollars and ZERO Cents	\$ 5,000 <sup>00</sup>	\$ 5,000 <sup>00</sup>
1	EA.	Connect to Existing Gravity Sewer Manhole ONE THOUSAND FIVE HUNDRED Dollars and ZERO Cents	\$ 1,500 <sup>00</sup>	\$ 1,500 <sup>00</sup>
250	L.F.	Abandon-In-Place Existing Sewer Pipe SIX Dollars and ZERO Cents	\$ 6 <sup>00</sup>	\$ 1,500 <sup>00</sup>
1	EA.	Abandon-In-Place Existing Package WWTP TEN THOUSAND Dollars and ZERO Cents	\$ 10,000 <sup>00</sup>	\$ 10,000 <sup>00</sup>
1	EA.	Abandon-In-Place Existing Manhole FIVE HUNDRED Dollars and ZERO Cents	\$ 500 <sup>00</sup>	\$ 500 <sup>00</sup>

Canaan Valley State Park Resort  
 Cabin Area Water and Wastewater System Improvements  
 Contract No. 1  
 DIVISION OF NATURAL RESOURCES

## FORM OF PROPOSAL-4

QTY.	UNIT	DESCRIPTION UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
1	LS.	Abandon-In-Place Existing Ponds (Both Ponds) <u>FOURTY THOUSAND</u> Dollars and <u>ZERO</u> Cents	\$ <u>40,000.<sup>00</sup></u>	\$ <u>40,000.<sup>00</sup></u>
1	LS.	Remove Sludge from Existing Ponds (Both Ponds) <u>FIVETHOUSAND</u> Dollars and <u>ZERO</u> Cents	\$ <u>5,000.<sup>00</sup></u>	\$ <u>5,000.<sup>00</sup></u>
630	L.F.	Asphalt Restoration <u>FIFTY SEVEN</u> Dollars and <u>ZERO</u> Cents	\$ <u>57.<sup>00</sup></u>	\$ <u>35,910.<sup>00</sup></u>
560	L.F.	Type 'C' Trench Restoration <u>THIRTY FIVE</u> Dollars and <u>ZERO</u> Cents	\$ <u>35.<sup>00</sup></u>	\$ <u>19,600.<sup>00</sup></u>
10	L.F.	Concrete Sidewalk Restoration <u>ONE HUNDRED FIFTY</u> Dollars and <u>ZERO</u> Cents	\$ <u>150.<sup>00</sup></u>	\$ <u>1,500.<sup>00</sup></u>
1	EA.	6" Gate Valve Assembly <u>ONE THOUSAND TWO HUNDRED SEVENTY THREE</u> Dollars and <u>EIGHTY EIGHT</u> Cents	\$ <u>1,273.<sup>88</sup></u>	\$ <u>1,273.<sup>88</sup></u>
1	L.S.	30 GPM Duplex Wastewater Pump Station <u>NINETY FIVE THOUSAND</u> Dollars and <u>ZERO</u> Cents	\$ <u>95,000.<sup>00</sup></u>	\$ <u>95,000.<sup>00</sup></u>
11	EA.	Service Reconnections with a Wye and Clean Out <u>SEVEN HUNDRED TWENTY FIVE</u> Dollars and <u>ZERO</u> Cents	\$ <u>725.<sup>00</sup></u>	\$ <u>7,975.<sup>00</sup></u>
11	EA.	Service Reconnections into a Manhole and Clean Out <u>ONE THOUSAND TWO HUNDRED FIFTY</u> Dollars and <u>ZERO</u> Cents	\$ <u>1,250.<sup>00</sup></u>	\$ <u>13,750.<sup>00</sup></u>

**Canaan Valley State Park Resort  
Cabin Area Water and Wastewater System Improvements  
Contract No. 1**

**DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL-5**

3	EA. Main Line Cleanouts <u>THREE HUNDRED FIFTY</u> Dollars and <u>ZERO</u> Cents	\$ <u>350.<sup>00</sup></u>	\$ <u>1,050.<sup>00</sup></u>
1	LS. Audio Video Color Taping <u>FIVETHOUSAND FIVE HUNDRED</u> Dollars and <u>ZERO</u> Cents	\$ <u>5500<sup>00</sup></u>	\$ <u>5,500<sup>00</sup></u>

**Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in numbers.**

\$ 588,088.<sup>88</sup>

**Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in words.**

FIVE HUNDRED EIGHTY EIGHT THOUSAND  
EIGHTY EIGHT DOLLARS AND  
EIGHTY EIGHT CENTS

Unit Prices will not be considered as a factor in the award of the Contract. Unit Price is an amount as a price per unit of measurement for materials and labor services that will be added or deducted from the Contract Price by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased. Award of the Contract shall be made to the lowest qualified Bidder whose proposal conforms to the cited requirements based on the Base Bid alone.

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 150 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$250 per day.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.



**Canaan Valley State Park Resort  
 Cabin Area Water and Wastewater System Improvements  
 Contract No. 1  
 DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL-6**

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-1997 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

**ADDENDUM ACKNOWLEDGEMENT**

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my bid or proposal.

Addendum No.	Date
ADDENDUM # 1	10/22/10
ADDENDUM # 2	11/5/10
ADDENDUM # 3	11/16/10
ADDENDUM # 4	11/19/10

I understand that failure to confirm the receipt of the Addendum is cause for rejection of my bid or proposal.

Canaan Valley State Park Resort  
Cabin Area Water and Wastewater System Improvements  
Contract No. 1  
DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-7

Respectfully submitted:

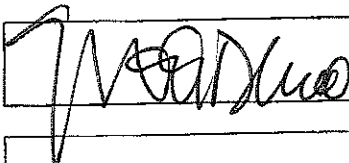
Date:

11/24/10

WV Vendor  
Registration Number:

213153025

By: (signature in ink)



Title:

PRESIDENT / MANAGING MEMBER

Firm Name:

BEAR CONTRACTING, LLC

Firm Address:

112 STATE STREET  
P.O. BOX 1196  
BRIDGEPORT, WV 26330

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Bear Contracting, LLC  
of Bridgeport, WV, as Principal, and Ohio Farmers Insurance Company  
of Westfield Center, OH, a corporation organized and existing under the laws of the State of  
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5%) 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  
Canaan Valley Resort Water.Wastewater Improvements, Tucker Co., Davis, WV DNRB11054

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 Oblige 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

17th day of November, 2010

Principal Corporate Seal

Bear Contracting, LLC  
(Name of Principal)  
By: [Signature]  
MARK D. URSO (Must be President or  
Vice President)  
PRESIDENT / MANAGING MEMBER  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)  
By: [Signature]  
Douglas P. Taylor, Licensed WV Resident Agent Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,  
and a power of attorney must be attached.

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 19th day of JUNE A.D., 2006 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr. (Signature)

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 19th day of JUNE A.D., 2006 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin (Signature)

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of November A.D., 2010



Frank A. Carrino (Signature) Frank A. Carrino, Secretary



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

STATE OF WEST VIRGINIA

COUNTY OF HARRISON, TO-WIT:

I, MARK D. URSO, after being first duly sworn, depose and state as follows:

- 1. I am an employee of BEAR CONTRACTING, LLC; and,  
(Company Name)
- 2. I do hereby attest that BEAR CONTRACTING, LLC  
(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.

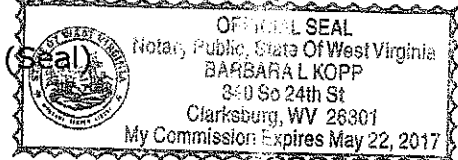
BEAR CONTRACTING, LLC  
(Company Name)

By: [Signature]  
MARK D. URSO  
Title: PRESIDENT / MANAGING MEMBER

Date: 11/24/10

Taken, subscribed and sworn to before me this 24<sup>TH</sup> day of NOVEMBER 2010.

By Commission expires MAY 22, 2017



[Signature]  
(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.**

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: BEAR CONTRACTING, LLC

Authorized Signature: [Signature] Date: 11/24/10  
MARK D. CRESS PRESIDENT/MANAGING MEMBER

State of WEST VIRGINIA

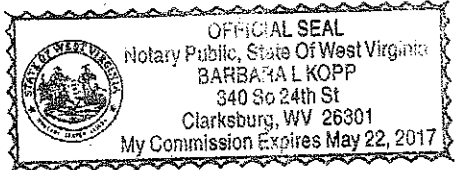
County of HARRISON, to-wit:

Taken, subscribed, and sworn to before me this 24<sup>th</sup> day of NOVEMBER, 2010.

My Commission expires MAY 22, 2017.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]



# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV028391

**Classification:**

GENERAL ENGINEERING

BEAR CONTRACTING LLC  
DBA BEAR CONTRACTING LLC  
PO BOX 1196  
BRIDGEPORT, WV 26330

**Date Issued**

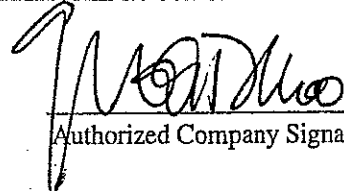
**Expiration Date**


JUNE 10, 2010

JUNE 10, 2011



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

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