

INDEPENDENCE EXCAVATING, INC.
 INDUSTRIAL AND COMMERCIAL EXCAVATING
 SITE DEVELOPMENT | EARTHWORK | DRAINAGE
 DEMOLITION | CONCRETE RECYCLING

www.indexc.com

FAX Cover Sheet

TO:	State of WV Division of Purchasing
FROM:	Richard M. DiGeronimo, Vice President 1-888-524-DIRT (3478)
DATE:	7/13/2010 by 1:30 PM
FAX NUMBER:	304-558-3970
PAGES:	18 PAGES
SUBJECT:	Donel Kinnard Memorial State Veterans Cemetery
NOTES:	<p>RFQ VET10112</p> <p>Buyer 32 304-558-2544</p> <p>Please find attached our bid for the above referenced Project.</p>

RECEIVED
 200 JUL 13 P 1:29
 PURCHASING DIVISION
 STATE OF WV

This message may contain information considered proprietary and confidential to Independence Excavating, Inc. and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this fax. Please notify the sender immediately if you have received this fax in error.

Independence Excavating, Inc. 5720 Schaaf Road Independence, OH 44131 216.524.1700

We are an equal opportunity employer



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
VET10112

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 32
 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

BUYER

DIVISION OF VETERANS AFFAIRS
 ATTENTION: C. PRATHER
 SUITE 101
 1321 PLAZA EAST
 CHARLESTON, WV
 25301-1400 558-3661

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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06/14/2010

BID OPENING DATE:

07/27/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOM	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE DONEL KINNARD MEMORIAL STATE VETERANS CEMETARY CONSTRUCTION PROJECT TO CLARIFY THE MANDATORY PRE-BID DATE, AS IT WAS INCORRECTLY ADVERTISED IN THE 06/11/2010, ISSUE OF THE WEST VIRGINIA PURCHASING BULLETIN.						
THE PRE-BID DATE IS HEREBY CHANGED FROM 06/24/10 TO 06/29/2010. THE TIME AND PLACE REMAIN UNCHANGED.						
***** NO OTHER CHANGES *****						
0001	1	JB		968-42		
CEMETERY GROUNDS & FACILITY CONSTRUCTION						
***** THIS IS THE END OF RFQ VET10112 *****						TOTAL:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 216-524-1700 DATE: 7/13/10
 TITLE: VICE PRESIDENT FSN: 34-0938274 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
VET10112

PAGE
1

ADDRESS/CORRESPONDENCE/CABLE/PHONE
**BUYER 32
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF VETERANS AFFAIRS
 ATTENTION: C. PRATHER
 SUITE 101
 1321 PLAZA EAST
 CHARLESTON, WV
 25301-1400 558-3661

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/15/2010				

BID OPENING DATE: **07/13/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED FOR THE DONEL KINNARD MEMORIAL STATE VETERANS CEMETERY CONSTRUCTION PROJECT TO CHANGE THE DATES OF THE PRE-BID MEETING AND THE BID OPENING DATE IN ORDER TO COMPLY WITH FEDERAL GRANT APPLICATION DEADLINES.						
THE PRE-BID DATE IS CHANGED FROM 06/29/10 TO 06/22/10 AT THE SAME TIME AND LOCATION.						
BID OPENING DATE IS CHANGED FROM 07/27/10 TO 07/13/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		968-42		
CEMETERY GROUNDS & FACILITY CONSTRUCTION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **216-524-1700** DATE: **7/13/10**

TITLE: **VICE PRESIDENT** FEIN: **34-0938274** 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
 20 9 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

REQ NUMBER
VET10112

PAGE
1

ADDRESS CORRESPONDENCE/ATTENTION OF
 BUYER 32
 304-558-2544

VENDOR
 *528101228 216-524-1700
 INDEPENDENCE EXCAVATING INC
 5720 SCHAAF ROAD
 INDEPENDENCE OH 44131

SHIP TO
 DIVISION OF VETERANS AFFAIRS
 ATTENTION: C. PRATHER
 SUITE 101
 1321 PLAZA EAST
 CHARLESTON, WV
 25301-1400 558-3661

DATE PRINTED: 06/30/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 07/13/2010	BID OPENING TIME 01:30PM			

LINE	QUANTITY	UOP	GAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO.3 *****</p> <p>ADDENDUM ISSUED FOR THE DONEL KINNARD MEMORIAL STATE VETERANS CEMETERY CONSTRUCTION PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE BIDDING REQUIREMENTS REVISIONS, SPECIFICATION REVISIONS, REVISED DRAWINGS AS NOTED HEREIN AND DISTRIBUTED VIA SEPARATE COVER BY THE ARCHITECT, THE PRE-BID MEETING MINUTES, VENDOR SUBMITTED Q/A RECEIVED PRIOR TO THE 06/25/10 CUT-OFF, THE PACKAGE WASTEWATER TREATMENT SYSTEM SPECIFICATIONS, AND THE REVISED BID SCHEDULES AS A RESULT OF THE MANDATORY ONSITE PRE-BID MEETING ON 06/22/2010.</p> <p>TO FURTHER CLARIFY, THIS PROJECT REQUIRES SUBMISSION OF TWO (2) BIDS AND WILL RESULT IN THE AWARD OF TWO (2) CONTRACTS.</p> <p>VENDORS MAY BID ON THE CONSTRUCTION & SITE WORK, THE LANDSCAPING BID, OR BOTH. PLEASE BE ADVISED THAT EACH BID WILL REQUIRE A SEPARATE BID SECURITY (BOND) FOR 5% OF THE AMOUNT OF THE INDIVIDUAL BID. VENDORS BIDDING BOTH PORTIONS WILL NOT BE ALLOWED TO SUBMIT ONE BID BOND TO COVER BOTH BIDS. VENDORS WHO DO SO WILL HAVE THEIR BIDS DISQUALIFIED. CONSEQUENTLY, THE SEPARATE CONTRACTS WILL REQUIRE SEPARATE PERFORMANCE AND LABOR/MATERIAL BONDS BE SUBMITTED IF ONE VENDOR IS RECOMMENDED FOR THE AWARDS.</p> <p>BID OPENING DATE & TIME REMAIN UNCHANGED AS 07/13/10 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p>						

RECEIVED
 ACCTS. PAYABLE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **216-524-1700** DATE: **7/13/10**

TITLE: **VICE PRESIDENT** FEIN: **34-0938274** ADDRESS CHANGES TO BE NOTED ABOVE

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

Addendum #3 #VET10112 (General Construction & Site Work)

Bid Form

Donel Kinnard Memorial State Veterans Cemetery
Charleston, West Virginia

Bid Proposal of INDEPENDENCE EXCAVATING, INC.
(hereafter called "Bidder") organized and existing under the laws of the State of OHIO
and doing business as

A CORPORATION

(*Insert "A Corporation", "A Partnership", or "An Individual")

To the West Virginia Division of Veterans Affairs (hereafter called "Owner");

The Bidder, in compliance with your Invitation to Bid and the Request for Quotation issued by Purchasing Division of the West Virginia Department of Administration soliciting bonafide bids for the Donel Kinnard Memorial State Veterans Cemetery, Charleston, West Virginia, having examined the Bidding Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the Project including the availability of materials and labor, hereby proposes to provide all labor, materials, tools and equipment necessary to complete the construction of the Project in accordance with the Bidding Documents (of which this Bid Form is a part), within the time set forth herein, and at the prices stated below.

The Bidder acknowledges receipt of the following Addenda:

ONE - 6/14/10 TWO - 6/15/10 THREE - 6/30/10

GENERAL CONSTRUCTION AND SITE WORK:

The Contractor hereby agrees to commence work on the Project on or before a date to be specified in a written "Notice to Proceed" of the Owner. The Contractor agrees to fully complete the Project in 39) calendar days. The Contractor also agrees, for each calendar day of delay in completion of the Project beyond the stated length construction period to be liable for and pay to the Owner liquidated damages in the amount of \$750.00 per day, subject to allowances for delays beyond the control of the Contractor, all reasons for delays properly documented and verified.

General Construction and Sitework - Base Bid Proposal: The Bidder agrees to complete all Base Bid Proposal work on the Project, as required by the Bidding Documents for the following Sum:

TWO HUNDRED THIRTEEN MILLION SEVENTY-FIVE THOUSAND DOLLARS ^{25/100} (\$ 13,275,000.00) ²¹⁰ ^{7/13/10}
(Show amount in both words and figures)

In the event of a discrepancy between the wording of the Base Bid amount and the figure of the Base Bid amount, the wording shall govern.

Addendum #3 #VET10112 (General Construction & Site Work)

General Construction and Sitework - Alternate Proposals: The Bidder agrees to perform the individual Alternate work as required by the Bidding Documents for the following Sum(s):

Alternate No. 1: Add 834 pre-placed crypts as indicated on sheet C900. This alternate includes all labor and materials for earthwork, drainage stone, underdrains, cleanouts, precast concrete crypts, backfill, irrigation, gravesite grid monuments and burial section markers. Landscaping and seeding is base bid.

Six Hundred Forty-Six thousand Dollars & XX/100 ADD(\$ 646,000.00)
(Show amount in both words and figures)

Alternate No. 2: Provide 4) Electric Heaters with T-stats, including all associated wiring and raceways to electric panel, in the Maintenance Building as indicated on Drawings M101M and E102M.

Seven Thousand Five Hundred Dollars & XX/100 ADD(\$ 7,500.00)
(Show amount in both words and figures)

In the event of a discrepancy between the wording of the Alternate amount(s) and the figure of the Alternate amounts(s), the wording shall govern.

General Construction and Sitework - Unit Prices:

The Unit Prices shall determine the value of extra Work or changes in the Work, as applicable. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead, and profit. Unit prices shall be used uniformly for additions or deductions.

Unit Price No. 1 – Clearing and Grubbing: Clear and grub additional land as required to spoil additional earth.

\$ 4,500.00 / Acre

Unit Price No. 2 – Stripping and Stockpiling Topsoil: Strip and stockpile additional topsoil from land as required to spoil additional earth.

\$ 4.50 / Cubic Yard

Unit Price No. 3 – Granular Fill: Provide specified gravel sub-base material, placed and compacted.

\$ 28.00 / Cubic Yard

FAILURE TO PROVIDE COMPLETELY FILLED-IN DATA FOR ALL OF THE ALTERNATES AND UNIT PRICES INDICATED ABOVE WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE

Addendum #3 #VET10112A (Landscaping)

The Bidder understands that, depending upon the availability of funds, the Owner may, at its own discretion, accept Alternates. The Bidder further understands that it is the intent of the Owner to award a contract on the basis of lowest Base Proposal amount with or without modification by any or all of the Alternate Proposal amounts, as may solely benefit the Owner.

LANDSCAPING:

The Contractor hereby agrees to commence work on the Project on or before a date to be specified in a written "Notice to Proceed" of the Owner. The Contractor agrees to fully complete the Project in 90 calendar days. The Contractor also agrees, for each calendar day of delay in completion of the Project beyond the stated length construction period to be liable for and pay to the Owner liquidated damages in the amount of \$750.00 per day, subject to allowances for delays beyond the control of the Contractor, all reasons for delays properly documented and verified.

Landscaping - Base Bid Proposal: The Bidder agrees to complete all Base Bid Proposal work on the Project, as required by the Bidding Documents for the following Sum:

No Bid (\$ NO BID)
 (Show amount in both words and figures)

In the event of a discrepancy between the wording of the Base Bid amount and the figure of the Base Bid amount, the wording shall govern.

Landscaping - Alternate Proposals: The Bidder agrees to perform the individual Alternate work as required by the Bidding Documents for the following Sum(s):

Alternate No. L1: Provide sod as specified in LIMITED AREAS (in lieu of seed) as indicated on Planting Plan Sheets L100, L102 and L104.

No Bid ADD(\$ NO BID)
 (Show amount in both words and figures)

Alternate No. L2: Provide sod as specified in ALL REMAINING AREAS indicated as "LAWN; GRASS MIX" on Planting Plan Sheets (L100 series). This alternate assumes that Alternate No. L1 is already accepted.

No Bid ADD(\$ NO BID)
 (Show amount in both words and figures)

In the event of a discrepancy between the wording of the Alternate amount(s) and the figure of the Alternate amounts(s), the wording shall govern.

Addendum #3 #VET10112A (Landscaping)**Landscaping - Unit Prices:**

The Unit Prices shall determine the value of extra Work or changes in the Work, as applicable. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit prices shall be used uniformly for additions or deductions.

Unit Price No. LI – Sod: Provide sod installed and maintained as specified.

\$ No Bid / 1,000 SF

FAILURE TO PROVIDE COMPLETELY FILLED-IN DATA FOR ALL OF THE ALTERNATES AND UNIT PRICES INDICATED ABOVE WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE.

The Bidder understands that, depending upon the availability of funds, the Owner may, at its own discretion, accept Alternates. The Bidder further understands that it is the intent of the Owner to award a contract on the basis of lowest Base Proposal amount with or without modification by any or all of the Alternate Proposal amounts, as may solely benefit the Owner:

The Owner agrees to authorize disbursement to the Contractor for the performance of the Contract, and to make payment on 90% of the contract sum properly allocable to labor and materials completed on the Work up to the first (1st) day of each month, less the aggregate of previous payments in each case. At the time the Work is fifty percent (50%) complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect, upon presentation by the Contractor of Consent of Surety, the Architect will authorize any remaining partial payments to be paid in full. Upon Substantial Completion of the Work, the payment of retainage shall be sufficient to increase the total payments to ninety-five percent (95%) for the Work designated as Substantially Complete, less any amounts as the Architect shall determine for any Work that is not complete.

The Bidder has enclosed a Bid Bond for not less than 5% of the bid proposal price indicated above.

Upon receipt of written Notice of the acceptance of this bid, the Bidder agrees to promptly furnish, within 10 calendar days of Notice, satisfactory Performance and Labor and Material Payment Bonds in the amount of the Contract Price.

Respectfully submitted for:

INDEPENDENCE EXCAVATING, INC.

(Firm Name)

Contractor's WV License Number: WV041715
(Pursuant to the WV Contractor Licensing Act 1991, 21-11-11)

Addendum #3 #VET10112A (Landscaping)

By:  VICE PRESIDENT
RICHARD M. DIGERONIMO (Signature & Title)

WV Business Registration Number: 34-0938274

Business Address: 5720 SCHAAF RD. INDEPENDENCE, OHIO 44131
SEAL (If Bid is by a Corporation)

AFFIDAVIT OF NON-COLLUSION

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER:
IF THE BID IS MADE BY A CORPORATION, THEN BY ITS
PROPERLY AUTHORIZED AGENT

State of West Virginia, County of Kanawha:

RICHARD M. DIGERONIMO

(Name of Authorized Individual Making Bid)

residing at 5720 SCHAAF RD. INDEPENDENCE, OH 44131, being duly

sworn does depose and say that INDEPENDENCE EXCAVATING, INC.
(Give Name of Bidder or Bidders)

5720 SCHAAF RD. INDEPENDENCE, OHIO 44131

(Business Address)

, and,

(Give Names and Addresses of All Other Persons, Firms or Corporations Interested in the Bid.)

RICHARD M. DIGERONIMO is or are the only person or persons interested with sharing in the profits of the herein contained Bid; that the said Bid is made without any connection or interest in the profits thereof with any other persons making any bid or proposal for said work; that said bid is on our part, in all respects fair and without collusion or fraud; and also that no member of, head of any department or Bureau, or employee therein, or any employee of the State of West Virginia Division of Veterans Affairs is directly or indirectly interested therein.

Richard M. Digeronimo
(Signature of Authorized Individual Making Bid)

Subscribed and sworn to this 13th day of July, 20 10,

before *Michelle Brogan*
(Notary Public)

MICHELLE BROGAN
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 4, 20 15

AFFIDAVIT OF NON-COLLUSION

Page 1 of 1

Donel Kinnard Memorial State Veterans Cemetery
Charleston, West Virginia

OMIT PER ADDENDUM 3
DATED 6/30/10

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: _____

Signed: _____

Title: _____

Date: _____




CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (Contractor)

AUTHORITY: This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 38 CFR Part 44.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 191600 - 192110). Copies of the regulations may be obtained by contacting the person to whom this proposal is submitted.

CERTIFICATION: The authorized representative certifies, by submission of this form, that neither they nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

INSTRUCTIONS:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "participant," "person," "primary covered transaction," "principle," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NAME AND ADDRESS OF COMPANY: INDEPENDENCE EXCAVATING, INC. 5720 SCARF RD. INDEPENDENCE, OHIO 44131	PROJECT FAI (Federal Application Identifier) NO. WV-08-01
NAME OF LOWER TIER PARTICIPANT RICHARD M. DIGERONIMO	TITLE OF LOWER TIER PARTICIPANT VICE PRESIDENT
SIGNATURE OF LOWER TIER PARTICIPANT 	DATE SIGNED (mm/dd/yyyy) July 13, 2010

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV041715

Classification:

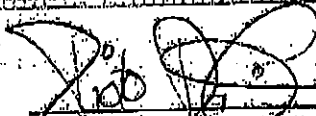
GENERAL ENGINEERING
EXCAVATION

INDEPENDENCE EXCAVATING INC
DBA INDEPENDENCE EXCAVATING INC
5720 SCHAAF RD
INDEPENDENCE, OH 44131

Date Issued

Expiration Date

Date Issued	Expiration Date
DECEMBER 01, 2009	DECEMBER 01, 2010


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Independence Excavating, Inc.
of Independence, Ohio, as Principal, and Travelers Casualty and Surety Company
of America of Hartford, Connecticut, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State of West Virginia, as Obligees, in the penal sum of Five Percent of Amount Bid (\$5% of Amount Bid---) 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 Construction and Site package for the Donel Kinnard Memorial State Veterans Cemetery in Charleston, Kanawha County, West Virginia

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 Obligees 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 13th day of July, 2010.

Principal Corporate Seal

Independence Excavating, Inc.

(Name of Principal)

By 

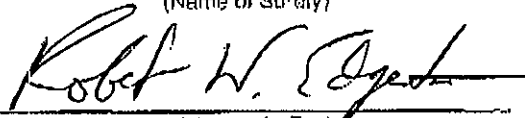
(Must be President or Vice President):

VICE PRESIDENT - RICHARD M. D'BRONIMO
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America

(Name of Surety)



Attorney-in-Fact

Robert W. Edgerton

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220148

Certificate No. 003167244

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

Pam L. Kennedy, Robert W. Edgerton, John Bertin, and Deborah A. Skelley

of the City of Cleveland, State of Ohio, 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 26th day of June, 2008.

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 26th day of June, 2008, 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 herunto 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

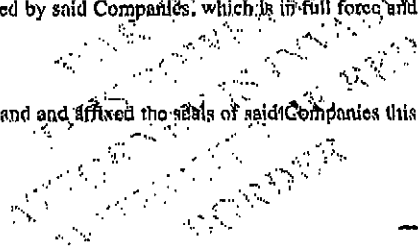
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States 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 13th day of July, 2010.



Kori M. Johanson
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.



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

STATE OF OHIO

COUNTY OF CUYAHOGA, TO-WIT:

I, RICHARD M. DIBERONIMO after being first duly sworn, depose and state as follows:

- I am an employee of INDEPENDENCE EXCAVATING, INC.; and,
(Company Name)
- I do hereby attest that INDEPENDENCE EXCAVATING, INC.
(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.

INDEPENDENCE EXCAVATING, INC.
(Company Name)

By: [Signature]

Title: VICE PRESIDENT

Date: 7/13/10

Taken, subscribed and sworn to before me this 13th day of July.

By Commission expires January 4 2015

(Seal)

MICHELLE BROGAN
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 4, 2015

[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 exceeds 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: INDEPENDENCE EXCAVATING, INC.

Authorized Signature: [Signature] Date: July 15, 2010

State of OHIO

County of CUYAHOGA, to-wit:

Taken, subscribed, and sworn to before me this 13th day of July, 2010.

My Commission expires JANUARY 4, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC Michelle Brogan

MICHELLE BROGAN
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 4, 2015