



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
COR61527

PAGE
1

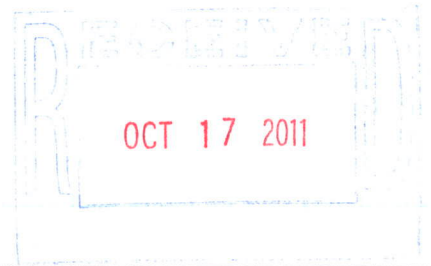
ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

VENDOR

*709045414 304-424-7353
KELLY PAVING INC
PO BOX 366

WILLIAMSTOWN WV 26187

SHIP TO



DATE PRINTED 10/13/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/25/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. CLARIFICATIONS ATTACHED. 2. TO MOVE THE BID OPENING FROM 10/19/2011 TO 10/25/2011. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	JB		988-68		
	PAVING					
***** THIS IS THE END OF RFQ COR61527 ***** TOTAL: _____						

RECEIVED
 2011 OCT 24 AM 11:17
 WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (304) 424-7353	DATE 10/25/1
TITLE Assistant V.P.	FEIN 55-0583614	ADDRESS CHANGES TO BE NOTED ABOVE

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

COR61527
Addendum No. 1
Northern Correctional Center
Asphalt Pavement

Clarifications:

- C1: Remove the portion of the project that deals with fixing a portion of the fence. This will be done on a different project.
- C2: In the humped up area of the asphalt by the loading dock, please make the following corrections:
1. Remove large humped up area, approximately 24' x 80'.
 2. Excavate and remove material 13.5" below the top of the existing normal areas.
 3. Install felt/film on top of soil.
 4. Install 6" of crush and run gravel and compact.
 5. Install 6" of base asphalt and compact.
 6. Install 1 - ½" of wearing asphalt and compact.
- C3: From all other areas except the humped up area by the loading dock, remove 1 - ½" of existing asphalt and replace with 1 - ½" of wearing asphalt.
- C4: Match the top of the wearing asphalt to the top of the existing drains.
- C5: Mill existing asphalt as close as the machine can go in the areas where the fencing is in the asphalt areas.
- C6: Do not mill and replace asphalt in any areas where items are permitted attached to the asphalt. For example storage building, fencing around hazardous materials, etc.
- C7: The DOC does not have any areas where the asphalt and dirt removed can be dumped. It will be the contractor's responsibility to remove and dispose of.

**** No additional questions will be accepted on this RFQ. ****

**** Bid opening has moved from 10/19/2011 to 10/25/2011. ****

10K61521

NCC - Paving / Fencing Project

SIGN IN SHEET

Request for Proposal No.

PLEASE PRINT

Page _____ of _____

Date: 9/27/2011.

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Kelly Paving, Inc.</u>	<u>P.O. Box 66</u>	PHONE <u>(740) 859-2104</u>
Rep: <u>Ed Leonard</u>	<u>Rayland, OH 43913</u>	TOLL FREE
Email Address: <u>eleonard@kellyandson-llc.com</u>		FAX <u>(740) 859-6137</u>
Company: <u>BROWN ASPHALT</u>	<u>P.O. Box 706</u>	PHONE <u>(304) 428-2982</u>
Rep: <u>DAVID BROWN</u>	<u>Parkersburg, W. Va. 26102</u>	TOLL FREE
Email Address: <u>BROWN ASPHALT@AOL.COM</u>		FAX <u>(304) 428-8901</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____

EXHIBIT 10

REQUISITION NO.: ...COR61527

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1xxxxx dated 10/13/11

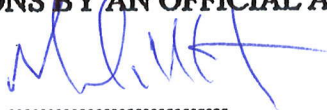
NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.



.....
SIGNATURE

Kelly Paving, Inc.

.....
COMPANY

October 25, 2011

.....
DATE



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 Purchasing Division
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 Post Office Box 50130
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TARA LYLE 304-558-2544

VENDOR

Kelly Paving Inc.
 PO Box 366
 Williamstown, WV 26187

SHIP TO

Northern Correctional Center
 RD 2, Box 1
 Moundsville, WV 26041
 304-843-4067

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/15/2011				

BID OPENING DATE: 10/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 09/27/11 AT 10:00 AM AT THE FACILITY. PRE-REGISTER PRIOR TO THE MANDATORY MEETING WITH KAREN PSZCZOLKOWSKI AT 304-846-4067 OR BY EMAIL AT KAREN.A.PSZCZOLKOWSKI@WV.GOV. ***** PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND THE BID BOND ARE REQUIRED WITH BID SUBMISSION. *****						
0001	1	JB		988-68		
	PAVING					
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, NORTHERN CORRECTIONAL CENTER, IS SOLICITING BIDS TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR A PAVING PROJECT AT THE NORTHERN CORRECTIONAL CENTER PER THE ATTACHED SPECIFICATIONS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE (304)424-7353	DATE 10/25/11
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TITLE Assistant V.P.	FEIN 55-0583614	ADDRESS CHANGES TO BE NOTED ABOVE
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<p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 9/27/11 AT 10:00 AM AT THE NORTHERN CORRECTIONAL CENTER. 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 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>INQUIRIES:</p>						

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TYPE NAME/ADDRESS HERE

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Kelly Paving, Inc.
 P.O. Box 366
 Williamstown, WV 26187

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 10/04/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV</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 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p>						

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<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 MARSHALL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING 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>						

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<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 ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE 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 & 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</p>						

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Kelly Paving, Inc.
 P.O. Box 66
 Rayland, Ohio 43943

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<p>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 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 & 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>						

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<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 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>						

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NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH 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>[Handwritten Signature]</i></p> <p>.....SIGNATURE</p> <p>Kelly Paving, Inc......COMPANY</p> <p>October 25, 2011.....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</p>						

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SIGNATURE	TELEPHONE	DATE
<i>[Handwritten Signature]</i>	(304) 424-7353	10/25/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Assistant V.P.	55-0583614	

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
COR61527

PAGE
9

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
Kelly Paving, Inc.
P.O. Box 366
Williamstown, WV 26187

SHIP TO

Northern Correctional Center
 RD 2, Box 1
 Moundsville, WV 26041
 304-843-4067

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/15/2011				

BID OPENING DATE: 10/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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: ... Kelly Paving, Inc.</p> <p>CONTRACTORS LICENSE NO.: WV001884</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 style="text-align: center;">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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(304) 424-7353	10/25/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Assistant V.P.	55-0583614	

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<p>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 BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</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:-----TL/32-----</p> <p>REQ., NO.:-----COR61527-----</p> <p>BID OPENING DATE:-----10/19/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- (740) 859-2104 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT ED LEONARD</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. J. ...</i>	TELEPHONE (304) 424-7353	DATE 10/25/11
TITLE Assistant V.P.	FEIN 55-0583614	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **10/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONCERNING THIS QUOTE: ----- ED LEONARD, PROJECT MANAGER -----						
***** THIS IS THE END OF RFQ COR61527 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (304)424-7353	DATE 10/25/11
TITLE Assistant V.P.	FERN 55-0583614	ADDRESS CHANGES TO BE NOTED ABOVE

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

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001884

Classification:

GENERAL ENGINEERING

KELLY PAVING INC
DBA KELLY PAVING INC
PO BOX 366
WILLIAMSTOWN, WV 26187-0366

Date Issued

Expiration Date

AUGUST 21, 2011

AUGUST 21, 2012

Roger Thomas
Authorized Company Signature

Michael A. Carl
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dawson Insurance, Inc. 1340 Depot Street Cleveland, OH 44116-1799	440-333-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SHELL-5	FAX (A/C, No): INSURER(S) AFFORDING COVERAGE NAIC #
	440-356-2126	INSURER A: Brickstreet Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Kelly Paving, Inc. Carl Kelly Paving, Inc. P.O. Box 366 Williamstown, WV 26187-0366			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ITR	TYPE OF INSURANCE	ADDL SOBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC10008339-08 WEST VIRGINIA - WC	04/01/11	04/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
West Virginia Workers Compensation policy includes West Virginia Employers Liability Coverage.

CERTIFICATE HOLDER INFORMATIONAL PURPOSES ONLY	INFOR-1	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE

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COR61527 - REQUEST FOR QUOTATIONS

INSTALL BLACKTOP PAVEMENT ON THE ROAD, INSIDE THE FENCE AREA BEHIND FACILITY, AND FIX A PORTION OF THE FENCE AT NORTHERN CORRECTIONAL CENTER, MARSHAL COUNTY, WV

The Northern Correctional Center (NCC), a West Virginia Division of Corrections Facility (DOC), is soliciting a lump sum quotation for removal of old blacktop pavement, install new blacktop pavement, and fixing the fence behind the Facility.

A mandatory pre-bid conference is scheduled for September 27, 2011 at 10:00 am at the Northern Correctional Center. Vendors interested in attending the pre-bid conference need to call and register with the following individual:

Name: Karen Pszczolkowski

Phone: 304-846-4067

Email: Karen.A.Pszczolkowski@wv.gov

Vendors quoting this project **SHALL** comply with the below Specifications:

SUMMARY OF PROJECT:

At Northern Correctional Center, there is existing pavement behind the Facility from the county road to the fence area and inside the fenced in area.

1. The area the Division of Corrections wants to get paved is located toward the back of the Facility off of County Road RD2 (Big Grave Creek Road and 12th Avenue) in Moundsville, West Virginia. From County Road RD2, there is blacktop pavement that goes to the fenced in area, the area inside between the first and second gate, and the area inside the second gate. All areas, except by the Loading Dock inside the first and second gates where the pavement is humped up, will need to have one (1") inch of existing blacktop pavement removed and replaced with 1" new blacktop pavement. In the area where the back top pavement is humped up, remove existing black top until six (6") inches below regular pavement area and replace with six (6") inches of new pavement. All areas where lines are existing must be painted on the new blacktop pavement.
2. In the area around by the humped up blacktop, there is a section of fence that is tilted due to movement of the hill above the area. The DOC is requesting that the portion of fence be repaired. There is an estimated six (6) fence post and fifty (50') feet of fence. It will be the contractor's responsibility to get the correct area of fence that needs repaired. If any new fencing is required, it must be equivalent to what is currently installed.

The Specification Section 02300 – Earthwork and 02471 – Hot-Mixed Asphalt Paving are listed below.

SECTION 02300 – EARTHWORK

Part I GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for future construction, slabs-on-grade, walks, pavements, lawns, and plantings.

1.2 DEFINITIONS

- A. Engineered fill: Soil materials used to fill an excavation.
- B. Borrow: Soil imported from approved off-site for use as fill or backfill.
- C. Excavation: Removal of material encountered above subgrade elevations.
 - 1. Additional Excavation: Excavation below subgrade elevations as directed by Owner.
 - 2. Bulk Excavation: Excavations more than 10 feet (3 m) in width and pits more than 30 feet (9 m) in either length or width.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Owner. Unauthorized excavation, as well as remedial work directed by Owner, shall be without additional compensation.
- D. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- E. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 SUBMITTALS

Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

- 1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
- 2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.

1.4 QUALITY ASSURANCE AND QUALITY CONTROL

A. QUALITY ASSURANCE

B. FIELD QUALITY CONTROL

- 1. Testing Agency: The Contractor shall engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

2. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
3. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct 10 percent testing on soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
4. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - a. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area, but in no case fewer than five tests.
5. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; re-compact and retest until specified compaction is obtained.

1.4 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.
- C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility company immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility company.
- D. Do not interrupt existing utilities serving facilities occupied by Owner or others, during occupied hours, except when permitted in writing by Owner and then only after acceptable temporary utility services have been provided.
 1. Provide minimum of 72-hour notice to Owner, and receive written notice to proceed before interrupting any utility.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from on-site excavation.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, GC, SC ML CL and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups MH, CH, OL, OH, and PT, or a combination of these group symbols. Except MH & CH soils may be used for grading and final pipe backfill in green space areas.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Sawcut all concrete or pavement.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
 - 1. If excavated materials intended for fill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Slope sides of excavation. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
 - 3. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.
- B. Comply with local codes, ordinances, and requirements of agencies having jurisdiction.

3.5 APPROVAL OF SUBGRADE

- A. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner.

3.6 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Owner.
 - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Owner.

3.7 ENGINEERED FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.

3. Under steps and ramps, use satisfactory soil material.
4. Under building slabs, use satisfactory soil material.
5. Under footings and foundations, use satisfactory soil material.

3.8 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.9 COMPACTION OF ENGINEERED FILLS

- A. Place backfill and fill materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill material at 98 percent.
 2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 98 percent.
 3. Under lawn or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 98 percent.

3.10 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3.11 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

SPECIFICATION SECTION 02741 – HOT MIXED ASPHALT PAVING

PART 1 – GENERAL

1.1 SUMMARY

- A. This section includes provisions for hot-mixed asphalt paving over prepared subbase.

1.2 SUBMITTALS

- A. Material Certificates signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.

1.3 SITE CONDITIONS

- A. Weather Limitations: Apply prime and tack coats when ambient temperature is above 50 deg F (10 deg C) and when temperature has not been below 35 deg F (1 deg C) for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
- B. Construct hot-mixed asphalt surface course when atmospheric temperature is above 40 deg F (4 deg C) and when base is dry. Base course may be placed when air temperature is above 30 deg F (minus 1 deg C) and rising.
- C. Grade Control: Establish and maintain required lines and elevations.

1.4 WARRANTY

- A. One (1) year on the project and this includes material and labor.
- B. Minimum requirements of the Manufacturer's warranty on material.

1.5 PERMITS

- A. Contractor shall secure and pay for any required permit and for all other permits, governmental fees, and license which are necessary for the proper execution and completion of the work as specified.

PART II – PRODUCTS

2.1 MATERIALS

- A. General: Use locally available materials and gradations that exhibit a satisfactory record of previous installations. The materials shall conform to the requirements of the indicated subsections of Division 700 of the WV Division of Highways Standard Specifications for Roads and Bridges, current edition.
- B. Coarse Aggregate: Subsection 703.1-3.
- C. Fine Aggregate: Subsection 702.3.

- D. Mineral Filler: Subsection 702.4.
- E. Asphalt Cement: Subsection 705.5.
- F. Prime Coat: Cut-back asphalt type, ASTM D 2027; MC-30, MC-70 or MC-250.
- G. Tack Coat: Emulsified asphalt; ASTM D 977.
- H. Herbicide Treatment: Commercial chemical for weed control, registered by Environmental Protection Agency. Provide granular, liquid, or wettable powder form.
 - 1. Manufacturers: Subject to compliance with requirements, provide products of one of the following:
 - a. Ciba-Geigy Corp.
 - b. Dow Chemical U.S.A.
 - c. E.I. Du Pont de Nemours & Co., Inc.
 - d. FMC Corp.
 - e. Thompson-Hayward Chemical Co.
 - f. U.S. Borax and Chemical Corp.
 - g. Or equal manufacturer
- I. Lane Marking Paint: Alkyd-resin type, ready-mixed complying with AASHTO M 248, Type I.
 - 1. Color: White.
 - 2. Color: Blue (for handicapped parking symbols).

2.2 ASPHALT-AGGREGATE MIXTURE

- A. Provide plant-mixed, hot-laid asphalt-aggregate mixture complying with ASTM D 3515 and conforming to the requirements of the West Virginia Department of Highways, AStandard Specifications for Roads and Bridges, latest edition.

PART III – EXECUTION

3.1 SURFACE PREPARATION

- A. General: Remove loose material from compacted subbase surface immediately before applying herbicide treatment or prime coat.
- B. Proof-roll prepared subbase surface to check for unstable areas and areas requiring additional compaction.
- C. Notify Owner of unsatisfactory conditions. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.

- D. Herbicide Treatment: Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry subbase prior to application of prime coat.
- E. Prime Coat: Apply at rate of 0.20 to 0.50 gal. per sq. yd., over compacted subgrade. Apply material to penetrate and seal, but not flood, surface. Cure and dry as long as necessary to attain penetration and evaporation of volatile.
- F. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into hot-mixed asphalt pavement. Distribute at rate of 0.05 to 0.15 gal. per sq. yd. of surface.
- G. Allow to dry until at proper condition to receive paving.
- H. Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces.

3.2 PLACING MIX

- A. General: Place hot-mixed asphalt mixture on prepared surface, spread, and strike off. Spread mixture at minimum temperature of 225 deg F (107 deg C). Place areas inaccessible to equipment by hand. Place each course to required grade, cross-section, and compacted thickness.
- B. Paver Placing: Place in strips not less than 10 feet wide, unless otherwise acceptable to Owner. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for a section before placing surface course.
- C. Immediately correct surface irregularities in finish course behind paver. Remove excess material forming high spots with shovel or lute.
- D. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density, and smoothness as other sections of hot-mixed asphalt course. Clean contact surfaces and apply tack coat.

3.3 ROLLING

- A. General: Begin rolling when mixture will bear roller weight without excessive displacement.
- B. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- C. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required, with hot material.
- D. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been evenly compacted.

- E. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained 95 percent laboratory density.
- F. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot hot-mixed asphalt. Compact by rolling to specified surface density and smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.4 PARKING LOT MARKINGS

- A. Cleaning: Sweep and clean surface to eliminate loose material and dust.
- B. Striping: Use chlorinated-rubber base parking lot marking paint, factory-mixed quick-drying, and non-bleeding.
- C. Do not apply traffic and lane marking paint until layout and placement have been verified with Owner.
- D. Apply paint with mechanical equipment to produce uniform straight edges. Apply at manufacturer's recommended rates to provide minimum 12 to 15 mils dry thickness.

3.5 FIELD QUALITY CONTROL

- A. General: Testing in-place hot-mixed asphalt courses for compliance with requirements for thickness and surface smoothness will be done by an independent testing laboratory hired by the Contractor. Repair or remove and replace unacceptable paving as directed by Owner.
- B. Thickness: In-place compacted thickness tested in accordance with ASTM D 3549 will not be acceptable if exceeding following allowable variations:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus or minus 1/4 inch.
 - 3. Surface Smoothness: Test finished surface of each hot-mixed asphalt course for smoothness, using 10-foot straightedge applied parallel with and at right angles to centerline of paved area.
 - 4. Surfaces will not be acceptable if exceeding the following tolerances for smoothness:
 - a. Base Course Surface: 1/4 inch.
 - b. Wearing Course Surface: 3/16 inch.

- c. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

END OF SECTION 02741.

AWARD:

The contract will be awarded to the vendor with the lowest contract bid meeting all of the specifications.

RFQ # COR61527

**ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO
INSTALL BLACKTOP PAVEMENT ON THE ROAD, INSIDE THE FENCE AREA
BEHIND FACILITY, AND FIX A PORTION OF THE FENCE**

NORTHERN CORRECTIONAL CENTER

MARSHALL COUNTY

BID FORM

Bidder's Company Name: Kelly Paving, Inc.

Bidder's Address: P.O. Box 366
 Williamstown, WV 26187

Remittance Address: P.O. Box 366

(If different)
 Williamstown, WV 26187

Phone Number: (304) 424-7353

Fax Number: (740) 859-2104

Email Address: rayland@shellyandsands.com

WV Contractor's License Number: 001884

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

TOTAL CONTRACT BID

Ninety-nine Thouand Five Hundred Dollars

(\$ 99,500.00) (Total to be written in words and numbers.)

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and 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 conditions 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.

Failure to use this bid form will result in automatic disqualification.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Kelly Paving, Inc.
of P.O. Box 366, Williamstown, West Virginia 26187, as Principal, and Ohio Farmers Insurance Company and
Travelers Casualty and Surety Company of America, 4125 Highlander Parkway, Richfield, Ohio 44286
of 6150 Oak Tree Boulevard, Independence, Ohio 44131, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of Richfield / Independence, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of the Total 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
RFQ Number COR61527; Northern Correctional Center / RD 2, Box 1, Moundsville, West Virginia 26041

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
25th day of October, 20 11.

Principal Corporate Seal

Kelly Paving, Inc.
(Name of Principal)

By [Signature]
(Must be President or Vice President)

Mark H. Haverly, Assistant Vice-Pres.
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company and Travelers Casualty and Surety Company of America
(Name of Surety)

[Signature]
Melissa M. Lear Attorney-in-Fact

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

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 D. MICHAEL SHERMAN, LINDA M. COWIN, KYP L. ROSS, BRUCE W. LOCKHART, FRANK P. MIDDELBERG, LOUIS A. COLAGROSSI, ROBERT W. LAMPUS, MELISSA M. LEAR, KATHY VAN TASSEL, LORI A. PROCH, SANDY KRUGER, MARGARET M. LOESER, JOINTLY OR SEVERALLY

of ROCKY RIVER and State of OH 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 22nd day of MARCH A.D., 2010 .

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 22nd day of MARCH A.D., 2010, 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 20th day of October A.D., 2011.



Frank A. Carrino (Signature) Secretary

**Financial
Statement**

Ohio Farmers Insurance Co.

December 31, 2009

Westfield Center, Ohio 44251-5001

(in thousands)

ASSETS	
Cash, cash equivalents, and short term investments	\$ 32,940
Bonds	180,611
Stocks, unaffiliated	32,129
Stocks, affiliated	1,029,616
Real estate	61,264
Agents' balances and uncollected premiums, net	44,121
Interest and dividends accrued	1,946
Other admitted and intangible assets	<u>121,598</u>
Total admitted assets	<u>\$1,504,225</u>
LIABILITIES	
Reserve for unearned premiums	\$ 63,871
Reserve for unpaid losses and loss expenses	116,465
Reserve for taxes and other liabilities	<u>83,735</u>
Total liabilities	264,071
SURPLUS	
Capital stock	0
Other than special surplus funds	1,553
Surplus	<u>1,238,601</u>
Total surplus	1,240,154
Total liabilities and surplus	<u>\$1,504,225</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of ..West.Virginia..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2009.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Richard L. Kinnaird, Jr.

Richard L. Kinnaird, Jr.
National Surety Leader
Surety Operations

William J. Kahelin

William J. Kahelin
Attorney at Law
Notary Public - State of Ohio



Sworn to before me this 10th day of February A.D. 2010.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code



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. 222224

Certificate No. 004372988

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

Linda M. Cowin, David W. Myer, Frank P. Middelberg, Kyp L. Ross, Melissa M. Lear, Bruce W. Lockhart, Kathy Van Tassel, Louis A. Colagrossi, Robert W. Lampus, Robert R. Eirons, Sandy Kruger, Lori A. Proch, and Maggie Loeser

of the City of Rocky River, 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 28th day of June, 2011.

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 28th day of June, 2011, 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, 2016.



[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, Kevin E. Hughes, 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 25th day of October, 2011.

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

Kevin E. Hughes
Kevin E. Hughes, 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.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2010

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 40,788,176	UNEARNED PREMIUMS	\$ 813,054,297
BONDS	3,817,487,280	LOSSES	920,220,402
INVESTMENT INCOME DUE AND ACCRUED	53,309,217	REINSURANCE PAYABLE ON PAID LOSSES / LOSS ADJ. EXPENSES	2,526,742
PREMIUM BALANCES	179,028,702	LOSS ADJUSTMENT EXPENSES	477,495,945
NET DEFERRED TAX ASSET	67,793,379	COMMISSIONS	31,967,828
REINSURANCE RECOVERABLE	28,960,685	TAXES, LICENSES AND FEES	53,079,669
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,025,660	OTHER EXPENSES	34,523,822
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,844,000	FUNDS HELD UNDER REINSURANCE TREATIES	96,187,983
UNDISTRIBUTED PAYMENTS	4,507,656	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,320,537
OTHER ASSETS	513,768	REMITTANCES AND ITEMS NOT ALLOCATED	9,428,732
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	25,591,395
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,289,979
		POLICYHOLDER DIVIDENDS	7,479,605
		PROVISION FOR REINSURANCE	5,357,827
		PAYABLE FOR SECURITIES LENDING	11,844,000
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(60,388,527)
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,053,975
		TOTAL LIABILITIES	\$ 2,436,034,011
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,361,940,752
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,802,224,512
TOTAL ASSETS	\$ 4,238,258,523	TOTAL LIABILITIES & SURPLUS	\$ 4,238,258,523

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

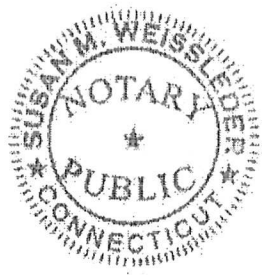
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2010.

Michael J. Doody
 SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 15TH DAY OF APRIL, 2011

Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2012





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

STATE OF OHIO

COUNTY OF JEFFERSON, TO-WIT:

I, Mark H. Haverty, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Kelly Paving, Inc.; and,
(Company Name)
- 2. I do hereby attest that Kelly Paving, 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.

Kelly Paving, Inc.

(Company Name)

By: [Signature]

Title: Mark H. Haverty, Assistant V.P.

Date: 10/25/11

Taken, subscribed and sworn to before me this 25th day of October, 2011

By Commission expires April 9, 2016



Edward J. Leonard
Notary Public, State of Ohio
My Commission Expires
April 9, 2016

[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.

RFQ No. COR61527

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: Kelly Paving, Inc.

Authorized Signature: [Signature] Date: 10/25/11

State of Ohio

County of Jefferson, to-wit:

Taken, subscribed, and sworn to before me this 25 day of October, 2011.

My Commission expires April 9, 2016.

AFFIX SEAL HERE



Edward J. Leonard
Notary Public, State of Ohio
My Commission Expires
April 9, 2016

NOTARY PUBLIC

[Signature]