

Bid Form #1

Proposal of VENTURE ONE CONSTRUCTION INC. hereinafter called Bidder, organized and existing under the laws of the State of NORTH CAROLINA doing business as VENTURE ONE CONSTRUCTION INC. *, to the West Virginia Division of Public Transit, hereinafter called OWNER.

In compliance with the Advertisement for bids, Bidder hereby proposes to perform all work for the new construction of an administrative Office and bus storage facility in Grantsville, Calhoun County, West Virginia in strict accordance with the Contract Documents, within the time and at the prices stated herein.

By submission of this bid, each bidder certifies, and in the case of a joint bid, each party hereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date specified in the Notice to proceed and to obtain substantial completion and final completion for the project as called for in these Contract Documents.

NOTE: Bids include all applicable taxes, permits and fees.

*Insert "a corporation," "a partnership," or "an individual" as applicable.

BASE BID: Two Million One Hundred Forty Nine Thousand Dollars
(Amount to be shown in both words and numbers) \$ 2,149,000⁰⁰

UNIT PRICES:

Unit Price 1: Removal of unsatisfactory soil and replacement with satisfactory soil material
\$ 37⁰⁰ per cubic yard

Unit Price 2: Rock excavation and replacement with satisfactory soil material.
\$ 70⁰⁰ per cubic yard



Bid Form #2

GENERAL CONTRACTOR


GENERAL WORK

This price to include all work shown and noted in the contrast documents. The General Contractor shall be responsible for the coordination, scheduling, and normal administrative activities of the project.

In the event of a difference between the written amount and the number amount, the written amount shall prevail.

The bidder understands that to the extent allowed by applicable codes, the Owner reserves the right to waive any informality or irregularity in any bid or bids and to reject any or all bids in the whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the bidding documents; to reject any condition of the bid by the bidder that is in any way inconsistent with the requirements, terms, and conditions of the bidding documents; or to reject a bid that is in any way incomplete or irregular.

The bidder, if successful and awarded a contract, agrees that the work is to be substantially complete 305 days after Notice to Proceed is issued or 15 days after the encumbrance date of the Purchase Order if Notice to Proceed has not been received. The bidder agrees to achieve Final Completion within 60 consecutive calendar days after the substantial completion. Liquidated damages shall be assessed at a rate of \$200.00 per day if substantial completion is not obtained within 305 days calendar days of the Contractor's proceed date and liquidated damages shall be assessed at \$100.00 per day if final completion is not achieved within 60 calendar days of substantial completion.



Authorized Signature



Date



Title

BID BOND BF#4

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Venture One Construction, Inc.
of Cincinnati, Ohio, as Principal, and Travelers Casualty & 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 Obligee, in the penal sum of Five Percent of Total Bid Amount (\$ -----5%-----) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Little Kanawha Transit Authority
New Construction Bus Administrative and Maintenance Facility
Grantsville, WV

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
9th day of February, 2012.

Principal Corporate Seal

Venture One Construction, Inc.
(Name of Principal)

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

PRESIDENT
(Title)

Surety Corporate Seal

Travelers Casualty & Surety Company of America
(Name of Surety)

[Signature]
Nancy Nemecek 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.



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

Certificate No. 004198926

Attorney-In Fact No. 222643

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 Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Lisa J. Gabriel, Lisa J. Salter, Nancy Nemece, Dan Remley, LeAnn McDonald, Deb Markland, and Michael D. Ward

of the City of Columbus, 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 20th day of July, 2010.

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 20th day of July, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

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	2,528,742
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	98,187,983
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	7,479,805
		PROVISION FOR REINSURANCE	5,357,627
		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

Susan M. Weissleder
 NOTARY PUBLIC

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

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



BID FORM #
BF5

CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR, CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.

WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTOR'S LICENSE NUMBER ON THEIR BID.

BIDDER TO COMPLETE AND SUBMIT WITH BID:

CONTRACTOR'S NAME: VENTURE ONE CONSTRUCTION INC.

CONTRACTOR'S LICENSE NO: 042911

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.



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

STATE OF ~~WEST VIRGINIA~~,
COUNTY OF OHIO HAMILTON, TO-WIT:

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

- I am an employee of VENTURE ONE CONSTRUCTION INC.; and,
(Company Name)
- I do hereby attest that VENTURE ONE CONSTRUCTION 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.

VENTURE ONE CONSTRUCTION INC.
(Company Name)

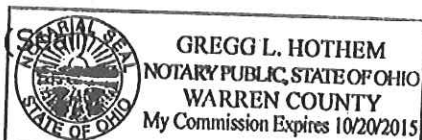
By: [Signature]

Title: PRESIDENT

Date: 2/9/12

Taken, subscribed and sworn to before me this 9th day of FEBRUARY, 2012

By Commission expires 10/20/15



[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.

BID FORM # 7

BUY AMERICA CERTIFICATION

Bidder or offerer to complete correct certification.

Certificate of Compliance with Section 165(a)

The bidder or offerer hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

_____ 2/9/12
Date

Authorized Signature

VENTURE ONE CONSTRUCTION INC.
Company Name

GEORGE KOVACH
Name

PRESIDENT
Title

Certificate for Non-Compliance with Section 165(a)

The bidder or offerer hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Act of 1982, as amended, and the regulations in 49 CFR 661.7.

Date

Authorized Signature

Company Name

Name

Title

BID FORM #8

**VENDOR'S CERTIFICATION OF
UNDERSTANDING AND ACCEPTANCE**

The Contractor hereby certifies that all Technical Specifications and Contract Terms and Conditions have been carefully reviewed, are fully understood and shall be adhered to in performance and completion of any contract resulting from this bid.

2/9/12
Date

[Signature]
Authorized Signature

PRESIDENT
Title

VENTURE ONE CONSTRUCTION INC.
Company Name

SPECIFICATION COMPLIANCE

NOTE: Please check if what is offered is in exact compliance with specifications. **Any discrepancies must be listed as an attachment to the bid proposal. Exact dimensions and/or descriptions must be provided as a part of the Contractor's bid proposal when submitted.**

- Bid proposal submitted meets and/or exceeds all specification requirements.
- Bid proposal submitted contains deviations from specification requirements. Detailed descriptions of these deviations have been provided with this bid proposal.

BID FORM #10

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned (Vendor, Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance.
2. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the undersigned assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97; and
3. The undersigned understands that the language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The undersigned also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The (Vendor, Contractor) VENTURE ONE CONSTRUCTION, INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (Vendor, Contractor) understands and agrees that the provisions of 31 U.S.C. §§ 3801, et seq., apply to this certification and disclosure.

2/9/12 [Signature]
Date Authorized Signature

PRESIDENT
Title

BID FORM #11

ADDENDUM ACKNOWLEDGMENT


I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1 1/18/12
- No. 2 1/27/12
- No. 3 _____
- No. 4 _____
- No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

If no addendums are issued, please check this box and sign this form.



Signature

VENTURE ONE CONSTRUCTION INC.

Company

2/9/12

Date

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: VENTURE ONE CONSTRUCTION INC.

Authorized Signature: [Signature] Date: 2/9/12

State of OHIO

County of HAMILTON, to-wit:

Taken, subscribed, and sworn to before me this 9TH day of FEBRUARY, 2012.

My Commission expires OCTOBER 20, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

