



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 40478

Doc Description: Hydronic Piping Repair Project for Bldgs 5 & 6

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-03	2015-01-13 13:30:00	CRFQ 0211 GSD150000013	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

**CIMCO, Inc.**  
**P.O. Box 480**  
**Culloden, WV 25510**  
**304-562-0121**

01/13/15 12:25:07  
 @V Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X

*Mitchell Smith*

FEIN #

55-0749511

DATE

1-13-15

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 1900 KANAWHA BLVD E, BLDG 1, RM MB-68 CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 5 - HIGHWAYS 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Hydronic Piping Repair Project for Bldgs. 5 & 6, Charleston.	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72151202			

**Extended Description :**

Section 00100 - Instructions to Bidders; Bidders are to see Section 1.09 "AWARD of CONTRACT" for instructions on submitting required bid information required for this Solicitation.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within one hundred-twenty (120) calendar days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**Exhibit "A"**  
**Proposal Form/Pricing Page**  
**VALVE REPLACEMENT FOR**  
**BUILDING NOS. 5 & 6**  
**WEST VIRGINIA CAPITOL COMPLEX**

**NAME OF BIDDER:** CIMCO INC

The aforementioned, hereinafter called Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

**BASE BID:**

For the sum of: ONE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED <sup>00</sup>/<sub>100</sub> DOLLARS.

(\$ 136,500.<sup>00</sup>).

(Show amount in both words and numbers)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

**BID BREAKDOWN:**

For Owner accounting purposes only, provide a breakdown of the Base Bid, by Building, as follows:

Base Bid, Building Five (\$ 68,500.<sup>00</sup>)

Base Bid, Building Six (\$ 68,000.<sup>00</sup>)

<p>A <u>Unit Price</u> is an amount stated in the Bid Form as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents. Unit prices shall be used solely for the formulation of any change orders subsequently required for the awarded contract.</p>			
<p>Unit Price No. 1:</p>	<p>Provision of 3/4 inch diameter Type "L" copper piping with 3/4 inch thick 3/4 inch inside diameter elastomeric foam pipe insulation. 100 linear feet of this item is included in the Base Bid.</p> <p>See Section 232114 Hydronic Piping/Pressure Seal Fittings          See Section 230719 HVAC Piping Insulation          See Section 012200 Unit Prices</p>	<p>\$</p>	<p><u>38.<sup>00</sup></u></p>
			<p>Add or Deduct Per Linear Foot</p>

A Unit Price is an amount stated in the Bid Form as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents. Unit prices shall be used solely for the formulation of any change orders subsequently required for the awarded contract.

<p>Unit Price No. 2:</p>	<p>Installation of 1 inch diameter, Type 'L' copper piping with 3/4" thick 1" inside diameter elastomeric foam pipe insulation. 100 Linear Feet of this item is included in the Base Bid.</p> <p>See Section 232114 Hydronic Piping/Pressure Seal Fittings See Section 230719 HVAC Piping Insulation See Section 012200 Unit Prices</p>	<p>\$</p>	<p>42.<sup>00</sup></p>	<p>Add or Deduct Per Linear Foot</p>
<p>Unit Price No. 3:</p>	<p>Installation of 1 1/4" diameter, Type L copper piping with 3/4" thick 1 1/4" inside diameter elastomeric foam pipe insulation. 100 Linear Feet of this item is included in the Base Bid.</p> <p>See Section 232114 Hydronic Piping See Section 230719 HVAC Piping Insulation See Section 012200 Unit Prices</p>	<p>\$</p>	<p>46.<sup>00</sup></p>	<p>Add or Deduct Per Linear Foot</p>
<p>Unit Price No. 4:</p>	<p>Installation of 1 1/2" diameter, Type L copper piping with 3/4" thick 1 1/2" inside diameter elastomeric foam pipe insulation. 50 Linear Feet of this item is included in the Base Bid.</p> <p>See Section 232114 Hydronic Piping See Section 230719 HVAC Piping Insulation See Section 012200 Unit Prices</p>	<p>\$</p>	<p>54.<sup>00</sup></p>	<p>Add or Deduct Per Linear Foot</p>

A Unit Price is an amount stated in the Bid Form as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents. Unit prices shall be used solely for the formulation of any change orders subsequently required for the awarded contract.

Unit Price No. 5:	<p>Installation of 2" diameter, Type L copper piping with 3/4" thick 2" inside diameter elastomeric foam pipe insulation. 50 Linear Feet of this item is included in the Base Bid.</p> <p>Sec Section 232114 Hydronic Piping See Section 230719 HVAC Piping Insulation. See Section 012200 Unit Prices</p>	\$	<p style="text-align: center;"><u>63.<sup>00</sup></u></p>	Add or Deduct Per Linear Foot
Unit Price No. 6:	<p>Removal and replacement of 3/4 inch Ball Valves. Removal and replacement of five (5) 3/4 inch Ball Valves are included in the Base Bid.</p> <p>See Section 230523 HVAC Valves See Section 012200 Unit Prices</p>	\$	<p style="text-align: center;"><u>280.<sup>00</sup></u></p>	Add or Deduct 3/4 inch Ball Valve
Unit Price No. 7:	<p>Removal and replacement of 1 inch Ball Valves. Removal and replacement of five (5) 1 inch Ball Valves are included in the Base Bid.</p> <p>See Section 230523 HVAC Valves See Section 012200 Unit Prices</p>	\$	<p style="text-align: center;"><u>288.<sup>00</sup></u></p>	Add or Deduct Per 1 inch Ball Valve
Unit Price No. 8:	<p>Removal and replacement of 1 1/4 inch Ball Valves. Removal and replacement of five (5) Ball Valves are included in the Base Bid.</p> <p>See Section 230523 HVAC Valves See Section 012200 Unit Prices</p>	\$	<p style="text-align: center;"><u>347.<sup>00</sup></u></p>	Add or Deduct Per 1 1/4 inch Ball Valve
Unit Price No. 9:	<p>Removal and replacement of 1 1/2 inch Ball Valves. Removal and Replacement of five (5) 1 1/2 inch Ball Valves are included in the Base Bid.</p> <p>See Section 230523 HVAC Valves See Section 012200 Unit Prices</p>	\$	<p style="text-align: center;"><u>369.<sup>00</sup></u></p>	Add or Deduct Per 1 1/2 inch Ball Valve
Unit Price No. 10:	<p>Removal and replacement of 2 inch Ball Valves. Removal and Replacement of five (5) 2 inch Ball Valves are included in the Base Bid.</p> <p>See Section 230523 HVAC Valves See Section 012200 Unit Prices</p>	\$	<p style="text-align: center;"><u>456.<sup>00</sup></u></p>	Add or Deduct Per 2 inch Ball Valve

## References

**Reference No. 1 Name:** Marshall University  
Mr. Ron Mays

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**Position:** Project Manager

**Address:** 400 Hal Greer Boulevard Huntington, WV 25755-5400

**Telephone Number:** 304-696-6294

**Project Name:** Freshman Dorms

**Project Description:** Plumbing/HVAC

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**Reference No. 2 Name:** King's Daughters Medical Center  
David Childers

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**Position:** Project Manager

**Address:** 2201 Lexington Avenue Ashland, KY 41101

**Telephone Number:** 606-327-7544

**Project Name:** Heart & Vascular Hospital

**Project Description:** Plumbing/HVAC for six story hospital

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**Reference No. 3 Name:** Kanawha County Schools  
Chuck Wilson

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**Position:** Project Manager

**Address:** 3300 Pennsylvania Avenue Charleston, WV 25302

**Telephone Number:** 304-348-6148

**Project Name:** West Side Elementary

**Project Description:** Plumbing/HVAC

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**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: CIMCO INC  
Contractor's License No. WV 025512

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

RFQ No. CRFQ 0211650  
150000013

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: CIMCO INC

Authorized Signature: Mitchell Smith Date: 1-13-15

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 13<sup>th</sup> day of January, 2015

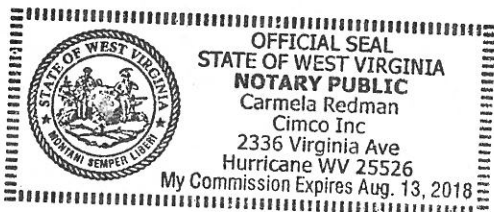
My Commission expires Aug 13, 2018

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

*Carmela Redman*

*Purchasing Affidavit (Revised 07/01/2012)*



**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

CIMCO INC  
(Company)

Mitchell Smith MITCHELL SMITH PRESIDENT  
(Authorized Signature) (Representative Name, Title)

304-562-0121 304-562-0320 1-13-15  
(Phone Number) (Fax Number) (Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

CIMCO INC  
Company  
Mitchell Smith  
Authorized Signature  
1-13-19  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Cimco, Inc.  
of P. O. Box 480, Culloden, WV 25510-0480 as Principal, and Great American Insurance Company  
of 301 E 4th Street, Cincinnati, OH 45242, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Total Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
GSD150000013: Hydronic Piping Repair, Bldgs 5 & 6, Capitol Complex - Charleston, 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  
13th day of January, 20 15.

Principal Corporate Seal

Cimco, Inc.

(Name of Principal)

By Mitchell Smith

(Must be President or  
Vice President)

PRESIDENT

(Title)

Surety Corporate Seal

Great American Insurance Company

(Name of Surety)

Jeffrey O'Neil  
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.**

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 20211

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JEFFERY O'DELL	RICHARD L. HIGGINBOTHAM ALL OF	ALL
C. DAVID THOMAS	ROSEANN B. DYE-SMALLEY CHARLESTON, WEST VIRGINIA	\$75,000,000
ROBIN M. HUBBARD-SHERROD		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10TH day of AUGUST, 2011  
GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*

Assistant Secretary

*David C. Kitchin*

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 10TH day of AUGUST, 2011, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-16

*Karen L. Grosheim*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

*13th*

day of

*January*

*2015*



*My L C. B.*

Assistant Secretary



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

STATE OF WEST VIRGINIA,  
COUNTY OF \_\_\_\_\_, TO-WIT:

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

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

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D.**

The above statements are sworn to under the penalty of perjury.

By: Mitchell Smith  
 Title: PRESIDENT  
 Company Name: CIMCO INC  
 Date: 1-13-15

Taken, subscribed and sworn to before me this 13<sup>th</sup> day of January 2015.  
 By Commission expires August 13, 2018

(Seal)   
 OFFICIAL SEAL  
 STATE OF WEST VIRGINIA  
 NOTARY PUBLIC  
 Carmela Redman  
 Cimco Inc  
 2336 Virginia Ave  
 Hurricane WV 25526  
 My Commission Expires Aug. 13, 2018

Carmela Redman  
 (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.**