

FAIRFAX, INC.

136 County Road 3
P.O. Box 400
Chesapeake, Ohio 45619-0400

Phone Number: 740.867.2727
Fax Number: 740.867.2727

Email fairfaxinc@aol.com

FAX TRANSMITTAL FORM

| | |
|----------------------------------|-------------------------------|
| To: PURCHASING DEPARTMENT | From: Doak Russell |
| Company: State of West Virginia | Date Sent: September 06, 2006 |
| Phone: 304-558-0492 | Number of Pages: 9 |
| Fax: 304-558-3970 | Including Cover Sheet |

Message:

COPIES WILL TO FAXED TO THE
STATE AUDITOR OFFICE
ATTN: BID OBSERVER

RECEIVED
 2006 SEP - 6 A 10: 22
 PURCHASING DIVISION
 STATE OF WV



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:
DEFK7045

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**CHUCK BOWMAN
304-558-2157**

**RFQ COPY
TYPE NAME/ADDRESS HERE**

Fairfax, Inc.
P.O. Box 400
Chesapeake, Ohio 45619-0400

**DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
605 26TH STREET**

DUNBAR, WV 25064 341-6368

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F63 | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 07/24/2006 | | | | |

BID OPENING DATE: **09/06/2006** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | LOF | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------------------------------------|
| 0001 | 1 | LS | | 770-93 | | \$ 102,770.00 |
| EPDM ROOF REPLACEMENT TO PROVIDE ALL LABR, MATERIAL, EQUIPMENT, AND ACCESSORIES NECESSARY FOR EPDM ROOF REPLACEMENT AT THE DUNBAR NATIONAL GUARD ARMORY LOCATED AT 5605 26TH STREET, DUNBAR IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. THE CONTRACTOR IS RESPONSIBLE FOR MEASURING ACTUAL DIMENSIONS OF THE STRUCTURE. A MANDATORY ON-SITE PRE-BID WILL BE HELD ON 8/15/06 AT 9:00 AM. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN DISQUALIFICATION OF THE BID. PAYMENT SCHEDULE: A. PAYMENT #1 SHALL BE 50% UPON AGENCY VERIFICATION THAT ALL MATERIALS ARE ON SITE. B. PAYMENT #2 SHALL BE 40% UPON AGENCY VERIFICATION THAT THE JOB HAS BEEN COMPLETED C. PAYMENT #3 SHALL BE 10% UPON AGENCY RECEIPT OF MANUFACTURER'S WARRANTY. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS 1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED I | | | | | | Tectum Deck Replac \$ 15.00/sq ft |

| | | |
|---|---------------------------|-----------------------------------|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | |
| SIGNATURE <i>R. Clark Russell</i> | TELEPHONE 740-867-2727 | DATE 09-06-2006 |
| TITLE President | F63 55-0672983 | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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|--|----------|-----|--------|-------------|------------|--------|
| <p>AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 August 24, 2006</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>.....<i>R. Scott Russell</i>..... SIGNATURE</p> | | | | | | |

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| ADDRESS CORRESPONDENCE TO A MEMOR OF |
| CHUCK BOWMAN 304-558-2157 |

RFQ COPY
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VENDOR

Fairfax, Inc.
 P.O. Box 400
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SHIP TO

DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 605 26TH STREET
 DUNBAR, WV 25064 341-6368

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| | | | | | | |
| <p>Fairfax, Inc. COMPANY</p> <p>September 05, 2006 DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: Fairfax, Inc.</p> <p>CONTRACTORS LICENSE NO.: WM008334</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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BUYER

DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
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| <p>REQ. NO.: DEFK7045</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 740-867-2727 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- R. Doak Russell -----</p> <p>***** THIS IS THE END OF RFQ DEFK7045 ***** TOTAL: _____</p> | | | | | | |

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| SIGNATURE | TELEPHONE | DATE |
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RFQ No DEEK7045

AFFIDAVIT

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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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: FAIRFAX, INC.

Authorized Signature: *R. Scott Russell* Date: September 06, 2006

BOND #261030-09

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED FAIRFAX, INC
P O BOX 400, CHESAPEAKE, OH 45619 AS PRINCIPAL, AND
AMERICAN CONTRACTORS INDEMNITY COMPANY AS SURETY, ARE HEREBY HELD AND
 FIRMLY BOUND UNTO STATE OF WEST VIRGINIA AS OWNER IN THE
 PENAL SUM OF SIX THOUSAND TWO HUNDRED FIFTY & 00/100 THE PAYMENT OF WHICH, WELL AND
 TRULY TO BE MADE, WE HEREBY JOINTLY AND SEVERALLY BIND OURSELVES, SUCCESSORS AND
 ASSIGNS,

SIGNED, THIS 6TH DAY OF SEPTEMBER, 2006.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT WHEREAS THE PRINCIPAL HAS
 SUBMITTED TO STATE OF WEST VIRGINIA A CERTAIN BID, ATTACHED
 HERETO AND HEREBY MADE A PART HEREOF TO ENTER INTO A CONTRACT IN WRITING, FOR THE
REROOFING OF DUNBAR NATIONAL GUARD ARMORY, 5605 26TH STREET, DUNBAR, WV

The language of the contract notwithstanding, it is understood and agreed that surety
~~has no warranty responsibility beyond two (2) years from completion of the work by the~~
 principal on this bond.

NOW, THEREFORE,

- (A) If said Bid shall be rejected, or in the alternate,
- (B) If said Bid shall be accepted and the principal shall execute and deliver
 a contract in the form of contract attached hereto (properly completed in
 accordance with said Bid) and shall furnish a bond for his faithful
 performance of said contract, and for the payment of all persons performing
 labor or furnishing materials in connection therewith, and shall in all
 other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and
 effect: It being 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 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 OWNER MAY ACCEPT SUCH BID; AND SAID SURETY DOES HEREBY WAIVE NOTICE OF ANY SUCH EXTENSION.

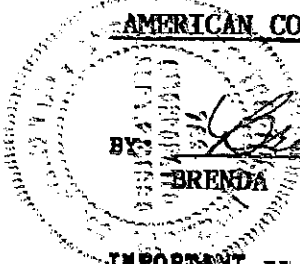
IN WITNESS WHEREOF, THE PRINCIPAL AND THE SURETY HAVE HERUNTO SET THEIR HANDS AND SEALS, AND SUCH OF THEM AS ARE CORPORATIONS HAVE CAUSED THEIR CORPORATE SEALS TO BE HERETO AFFIXED AND THESE PRESENTS TO BE SIGNED BY THEIR PROPER OFFICERS. THE DAY AND YEAR FIRST SET FORTH ABOVE.

R. Doak Russell

(L.S.)

PRINCIPAL
R. DOAK RUSSELL, PRESIDENT

AMERICAN CONTRACTORS INDEMNITY COMPANY
SURETY



BY: *Brenda G. Poff*
BRENDA G. POFF

IMPORTANT -- Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

American Contractors Indemnity Company

9641 Airport Blvd., 9th Floor Los Angeles, California 90045



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

That American Contractors Indemnity Company of the State of California a California corporation does hereby appoint **Charles W. Manning or Brenda G. Poff of Huntington West Virginia**

its true and lawful Attorney-in-Fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not in excess of \$ ~~100,000,000~~ **(\$10,000,000)**. This Power of Attorney shall expire without further action on March 18, 2007.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6th day of December, 1990.

RESOLVED, That the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority:

- To appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company, all bonds, contracts and undertakings, contracts of indemnity and other writings obligatory in the future thereof and
- To revoke or annul any such Appointments and revoke the authority given.

RESOLVED FURTHER that the signatures of such officers and the seal of the Company may be affixed to this Power of Attorney or certificate relating thereto, contracts, bonds, undertakings, contracts of indemnity or contracts bearing such facsimile signatures or facsimile seal, and be valid and binding upon the Company and may, when so executed and certified or facsimile signed or sealed, be valid and binding upon the Company in the future with respect to any bond or undertaking or other contract.

IN WITNESS WHEREOF American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its Chief Executive Officer on the 15th day of December, 2005.

AMERICAN CONTRACTORS INDEMNITY COMPANY

By *Robert F. Thomas*
Robert F. Thomas, Chief Executive Officer



STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 5th day of December 2005, before me, Deborah Reese, a notary public, personally appeared Robert F. Thomas, Chief Executive Officer of American Contractors Indemnity Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.

WITNESS my hand and official seal.

Deborah Reese
Signature of Notary

My Commission expires March 18, 2007



I, Jeanne J. Kim, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 6TH day of SEPTEMBER, 2006

Bond No. 261030-09

Agency No. 29430

Jeanne J. Kim
Jeanne J. Kim, Corporate Secretary