



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
DEFK8145

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

Hager Construction, LLC
5317 Cherry Lawn Drive
Huntington, WV 25705

DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
1501 9TH STREET

MOUNDSVILLE, WV
26041 **341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOR	FREIGHT TERMS
01/10/2008				

BID OPENING DATE: **02/20/2008** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		031-78		\$52,496.00
VEHICULAR EXHAUST REMOVAL SYSTEM						
Fifty two thousand four hundred ninety six dollars and zero cents.						
CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO REMOVE AN EXISTING VEHICULAR EXHAUST REMOVAL SYSTEM AND INSTALL A NEW SYSTEM, PER THE SPECIFICATIONS.						
MANDATORY ON SITE PRE-BID: WV ARMY NATIONAL GUARD FMS #9 FACILITY 1501 9TH STREET MOUNDSVILLE, WV 26041						
PRE-BID DATE AND TIME: 01/31/2008; 10:30 AM						
EXHIBIT 5						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.						
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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-302-7885	2/20/2008
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE
Owner	55-0772956	

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <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</p>						
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<p>SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE 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 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 FOUR</p>						
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<p>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> <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</p>						
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SIGNATURE		TELEPHONE		DATE		
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TITLE Owner		FERN 55-0772956		ADDRESS CHANGES TO BE NOTED ABOVE		

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WHICH THE CONTRACT IS ISSUED.						
(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.						
(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.						
REV. 11/96						
EXHIBIT 10						
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 NOS.:						
NO. 1		2/5/2008				
NO. 2						
NO. 3						
NO. 4						

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NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE 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						
.....Hager Construction, LLC.....COMPANY						
.....2/20/2008.....DATE						
REV. 11/96						
CONTRACTORS LICENSE - WV010261						
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 CONTRACTORS						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: Hager Construction, LLC</p> <p>CONTRACTORS LICENSE NO.: WV010261</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 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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE 			TELEPHONE 304-302-7885		DATE 2/20/2008	
TITLE Owner		FEIN 55-0772956		ADDRESS CHANGES TO BE NOTED ABOVE		

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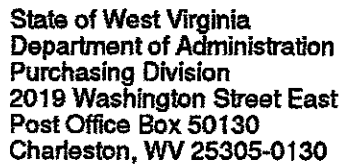
BID OPENING DATE: 02/20/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: JOHN ABBOTT-----						
REQ. NO.: DEFK8145-----						
BID OPENING DATE: 2/20/2008-----						
BID OPENING TIME: 1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----Sean Adkins - 304-302-7885 phone 304-302-7895 fax						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
-----Sean Adkins-----						

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TELEPHONE 304-302-7885

DATE 2/20/2008

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ADDRESS CHANGES TO BE NOTED ABOVE

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DEFK8145 - Specifications

1.0 General Contract Information

The scope of work for this project is to remove an existing vehicular exhaust removal system and provide and install a new updated vehicular exhaust removal system in the West Virginia Army National Guard's FMS #9 Shop in Moundsville West Virginia. Contractor to provide an exhaust removal system that meets or exceeds any and all state and federal codes. The exhaust removal system shall be in compliance with all OSHA requirements.

Contractor shall provide:

- a) Demolition and disposal of old exhaust system off site at contractor's expense.
- b) Provide all materials and labor to provide a complete project.
- c) Contractor to provide a two (2) drops in both work bays. A total of Four (4) drops. All four (4) vehicular Exhaust Removal system drops must have the capability of removing idle speed exhaust simultaneously and continually. Furthermore two (2) of the drops (see attached layout drawing below) must be able to remove exhaust at hydraulic load testing RPMs.
(NOTE: CONTRACTOR HAS THE RIGHT TO HAVE ALL 4 DROPS OPERATE AT THE HYDRAULIC LOAD TESTING RPMs IF HE SO CHOOSES, BECAUSE OF COST OR OTHER CONSTRAINTS.)
- d) After the completion of the installation of the new vehicular exhaust removal system the contractor is responsible for having the new vehicular exhaust removal system tested for operation and OSHA compliance by a replicable source. These testing procedures are to be at the contractors expense. The contractor is responsible for forwarding these results to the West Virginia Army National Guard, Division of Engineering. These results should be sent to Attention Major Michael Beckner, the Facilities Management Specialist.
- e) Existing vehicular exhaust removal system is to be removed and disposed of in an environmentally acceptable manner, off site at contractor's expense.

1.1 Design Restraints

The Exhaust removal system needs to have hose adaptors that allow for 3 inch through 5 inch exhausts stacks, both vertical top stack and horizontal undercarriage stacks. The fan size for the new vehicular exhaust removal system shall be designed around the Military's Heavy Expanded Mobility Tactical Truck (HEMTT).

HEMTT ENGINE SPECIFICATIONS are as follows:

Manufacture: Detroit Diesel Allison

Type: 736 cubic inch, 8 cylinder, 2-stroke, V-type Diesel

Rating: 450 horsepower, @ 2100 rpm

1.2 COORDINATION OF TRADES

Ductwork offsets, fittings, and any other accessories required shall be furnished to provide a complete exhaust system installation.

1.3 DELIVERY AND STORAGE

All equipment delivered and placed in storage shall be housed in a manner to preclude any damage from the weather, humidity and temperature variations, dirt and dust, or other contaminants. Additionally, all ductwork, flexible connections and pipes shall either be capped or plugged until installed.

1.4 FIELD MEASUREMENTS

The Contractor shall become familiar with all details of the work, verify all dimensions in the field, and shall advise the project manager of any discrepancy before performing the work. Measurements can be obtained at the mandatory pre-bid meeting.

1.5 EXHAUST HOSE SYSTEM

Exhaust Hose System shall be rated to with stand continuous run. Exhaust hoses shall be have enough length as to accommodate both top stacks and under carriage stacks.

1.6 Tailpipe Adapters

Adapters shall be of the tapered-cone type with spring clips or other suitable devices for exhaust pipe attachment. The adapter shall fit 3 inch through 5 inch nominal diameter exhaust pipe.

1.7 Exhaust Hose Suspension System

The exhaust hose suspension system shall be reel type system so that can be lowered to the operating level, when required. The suspension system shall be furnished complete and operational. An electric operated reel type system is not required, a mechanical reel is acceptable.

1.8 Electrical Work

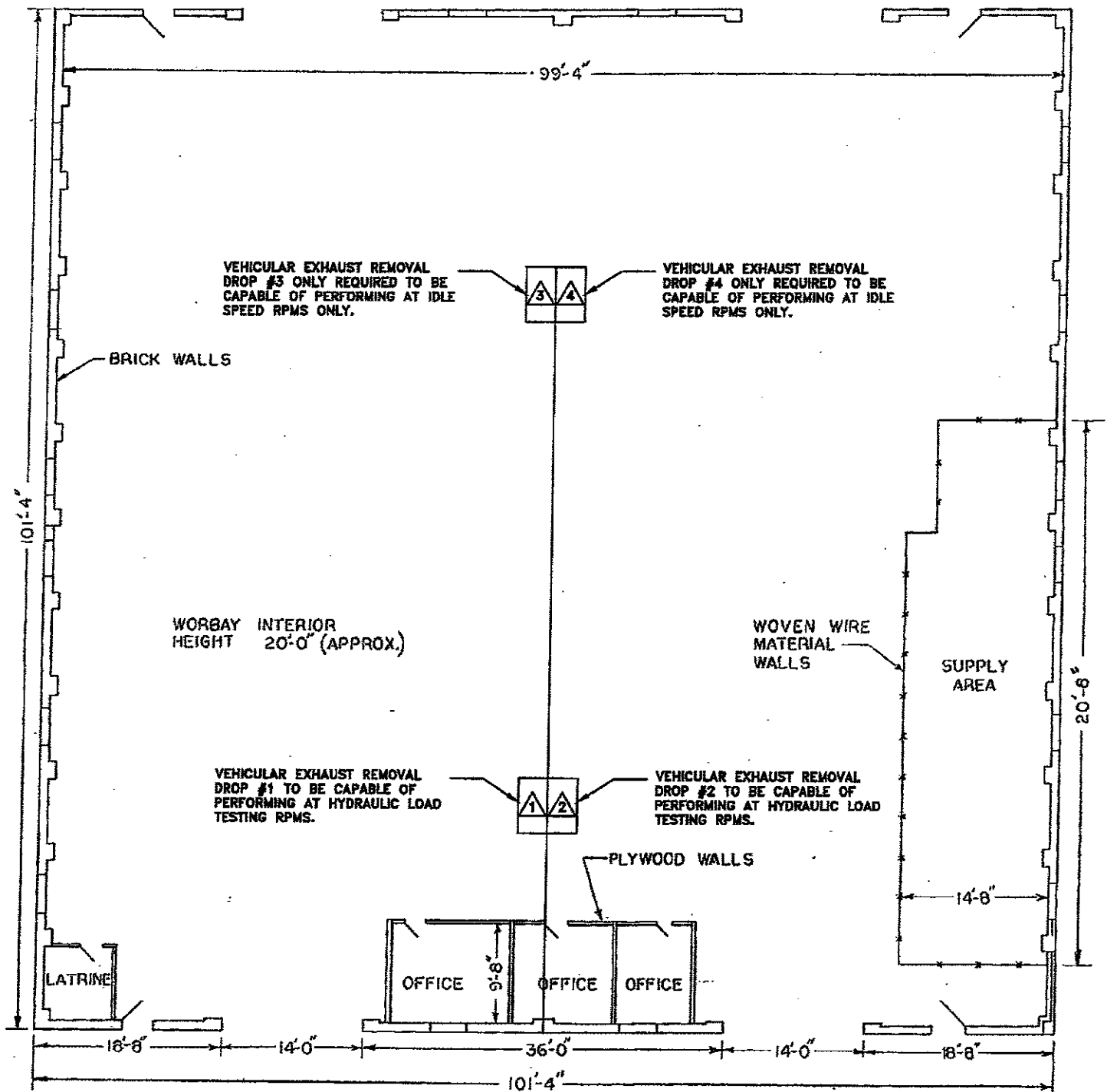
Contractor shall make all electrical connections on the new vehicular exhaust removal system to provide a working finished product. This includes but not limited to, wiring,

conduit, switches, and junction boxes. Electric equipment, including wiring and motor efficiencies, shall be according to all state and federal laws and codes.

1.9 Building Surface Penetrations

Sleeves or framed openings shall be utilized where duct penetrates building surfaces. Penetrations shall be sealed. Closure collars shall be installed around the duct on both sides of the penetrated surface. Collars shall fit tight against the building surfaces and snugly around the duct.

Cost: \$ 52,496.00 Fifty two thousand four hundred ninety six dollars and zero cents.

**NOTES:**

1. CONTRACTOR HAS THE RIGHT TO HAVE ALL FOUR (4) DROPS OPERATE AT HYDRAULIC LOAD TESTING RPMS IF HE OR SHE SO CHOOSES, BECAUSE OF COST OR OTHER CONSTRAINTS.
2. ALL DIMENSIONS ON THIS DRAWING ARE APPROXIMATE. CONTRACTOR RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS.
3. DRAWING IS NOT TO SCALE!

FLOOR PLAN

HAGER 5317 CHERRY LAWN DR
HUNTINGTON, WV 25705
304-302-7885 OFFICE
CONSTRUCTION, LLC 304-302-7895 FAX

DATE: February 20, 2008

PROPOSAL FOR: Div Engineering & Facilities
National Guard Armory
1501 9th Street
Moundsville, WV 26041

ATTENTION: John Abbott

PROJECT SCOPE: Hager Construction, LLC will provide and install a MagneGrip™ Diesel Exhaust Extraction System for the source capture removal of vehicle exhaust emissions. Our proposal includes the removal of an existing vehicle exhaust system.

SYSTEM FEATURES: The MagneGrip™ System is 100% American made. System shall consist of three hose reels and three dampered nozzles connected to a central fan. Two on/off switch assemblies will be supplied to turn the system on and off.

EQUIPMENT, MATERIAL AND LABOR PRICE:

REELS 1 & 2

Two Drop MagneGrip™ Hose Reel Exhaust System with central fan.

Package Includes:

- ▶ (2) 500400-53SP Special Hi Temp 850 Hose Reel with Dampered Nozzle
- ▶ (1) M363 7.5hp 3ph 4337cfm @ 6"sp AMCA#2 BI Fan
- ▶ (1) 500163-01 Inlet Plenum
- ▶ (1) 500163-02 Outlet Plenum
- ▶ (1) 7.5hp/3ph Motor & On/Off Switch
- ▶ (1) 500057-14 14" Upblast Backdraft Damper
- ▶ (All) Rigid Spiral Duct, Lateral Connectors etc.
- ▶ (All) Labor needed to install above System

REELS 3 & 4

Two Drop MagneGrip™ Hose Reel Exhaust System with central fan.

Package Includes:

- ▶ (2) 500400-53 5"X30' Spring Hose reel with Dampered Nozzle
- ▶ (1) 500109-02 3hp 3ph Alum Pressure Blower
- ▶ (1) 3hp/3ph Motor & ON/Off Switch
- ▶ (1) 500052-01 6" Upblast Backdraft Damper
- ▶ (All) Rigid Spiral Duct, Lateral Connectors etc.
- ▶ (All) Labor needed to install above System

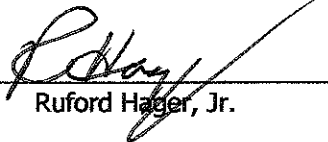
PRICE..... \$52,496.00

TERMS:

- < Includes: Electric Installation, from primary service panel source to Vehicle Exhaust Control Panel to Fan. It also includes fan disconnect and low voltage wiring if required.
- < It excludes any modifications to bring service to code. It excludes any booster, sub-panel or any additional electrical device to activate exhaust system.

SUBMITTED BY:

Hager Construction, LLC


Ruford Hager, Jr.

Owner

Title

2-2008

Date

ACCEPTED BY:

Title

Date

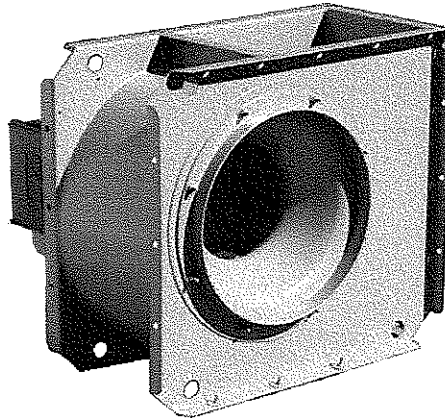
MAGNEGRIP / HAZVENT - M-36 Series BI AMCA # 2 EXHAUST FAN SYSTEM

Clean Air Concepts
1. 800. 875. 5440

copyrighted.

AUGUST 2006

SUBMITTAL



EXHAUST FAN LOGIC:

The exhaust fan is a pre-engineered exhaust fan designed for the sole purpose of exhausting volatile organic compounds (VOC) and carcinogenic compounds generated by internal combustion engines designed to propel any motor vehicle. The exhaust fan shall operate automatically only during the point electrical power is supplied to a totally enclosed motor. Exhaust Fan to be supplied by a Certified ISO 9001 manufacture that has been manufacturing same type of fan for a minimum of 10 years in the United States of America. Fan shall be furnished with a two year warranty. Fan shall be type # 2 design furnished with BCA Airfoil aluminum wheel for long term efficiency. Fan shall be of direct drive type and spark resistant and shall operate automatically upon electrical power. Fan shall be in accordance with all AMCA standards. Housing shall be CRS 12 gauge welded steel construction suitable for temperatures of 250 degrees, with a rust primer finish. Optional Stainless Steel base or special paint available upon request.

Housing shall be provided with drilled inlet and discharge flanges. Welds on fan housing shall be preformed by factory certified personnel who have met the ASME Section IX. Housing shall be constructed with four flat sides to allow discharge to vertical or horizontal positions with disassembly of fan. Fan motor shall be UL listed and manufactured by a readily nationally recognized motor manufacture. Motor shall be totally sealed and lubricated, totally enclosed fan cooled non-ventilated type with NEMA frame from 56-145T designed for application where standard and intermittent starts on average of ten to twenty times per day.

Motor bearings shall be heavy duty anti-friction, self aligning ball and or roller bearings with positive shaft locking. Fan motor vibration isolation shall be manufactured as a complete assembly to assure the least possible vibration or movement. Fan Wheel shall to be both statically and dynamically balanced. A Teflon gasket shall be furnished to insure no sparking will occur.

Fans shall range from 1.5HP to 25HP depending on requirements. Single phase fans shall be available thru 10PH only. Fans shall be manufactured as a complete assembly. Fans shall be manufactured in the United States and meet all local, state and federal government standards.

CONFIDENTIAL USE BY AUTHORIZED DISTRIBUTORS OR CUSTOMERS ONLY

MagneGrip New M-36 Series BI Exhaust Blowers

Model & HP	4" S.P.		5" S.P.		6" S.P.		7" S.P.		8" S.P.		9" S.P.		10" S.P.		11" S.P.		12" S.P.		13" S.P.		14" S.P.		15" S.P.	
	CFM	BHP	CFM	BHP	CFM	BHP	CFM	BHP	CFM	BHP	CFM	BHP	CFM	BHP	CFM	BHP	CFM	BHP	CFM	BHP	CFM	BHP	CFM	BHP
M-36-1.5	1386	1.4	1217	1.5	988	1.5																		
M-36-2	1881	1.9	1652	2.1	1340	2.1																		
M-36-3	2405	2.7	2225	2.9	1997	2.9																		
M-36-5	3858	4.8	3614	4.9	3391	5.1	1713	2.9	1141	2.6														
M-36-7.5	4832	6.9	4574	7.1	4337	7.2	4119	7.3	3911	7.4	3696	7.4	3443	7.5	3170	7.5	2778	7.4						
M-36-10	6100	8.8	5782	9.1	5485	9.2	5212	9.3	4951	9.4	4693	9.5	4382	9.5	4046	9.6	3611	9.5						
M-36-15	7296	12	7154	12.8	7016	13.3	6879	14	6724	14	6541	15	6313	15	6049	15	5775	14.9	5470	14.9	4948	14.7	4072	13.6
M-36-20	9120	16	8942	16.1	8770	16.7	8598	17	8405	18	8176	18	7891	18	7561	19	7219	18.6	6837	18.7	6185	18.3	5090	17.1
M-36-25	9807	20	9651	20.1	9496	20.7	9342	21	9198	22	9041	23	8865	23	8662	24	8419	23.7	8133	23.8	7843	23.9	7537	24.1

All Fans available with or without inlet flanges, mild steel housing with inlet venturi and painted finish and TEFC motors
Fans are arrangement #4 direct drive, with Teflon shaft seals, AMCA "B" spark resistant construction and made in the USA

Special arrangements to meet specific CFM requirements are available, additional charges may apply.

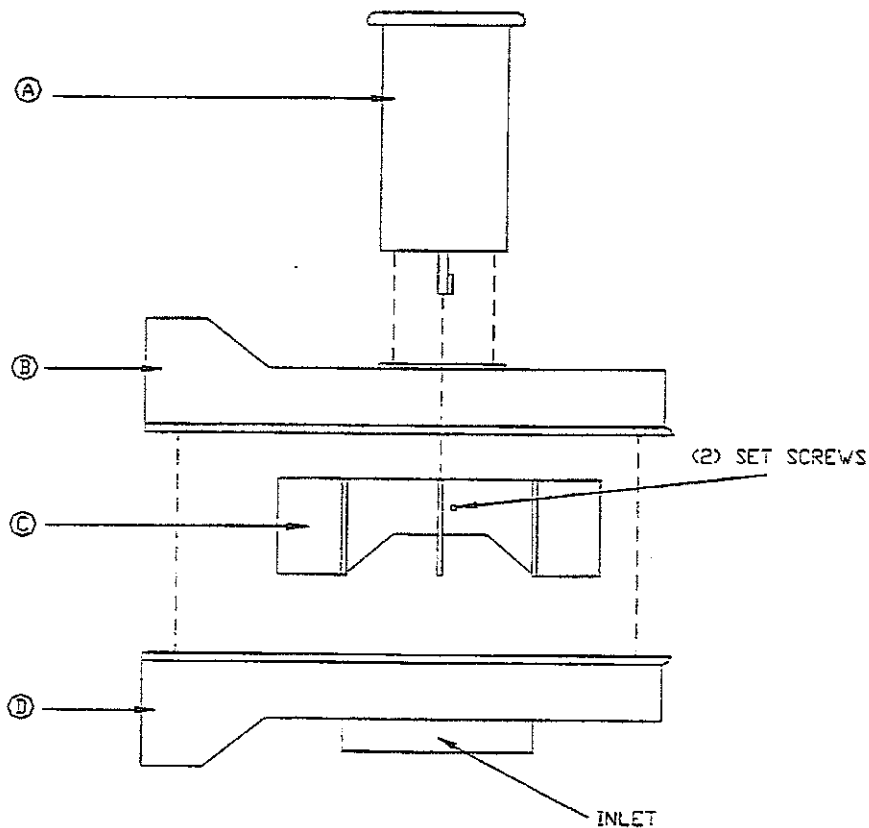
CAC VEHICLE EXHAUST VENTILATION SYSTEM

11449 DEERFIELD ROAD CINCINNATI, OHIO 45242

PHONE: 800-875-5440

FAX: 513-247-2502

THE D SERIES BLOWER



- A UL/CSA Approved TEFC Motor - 3450 RPM
- B Top Housing Constructed of Cast Aluminum
- C Radial Wheel Constructed of Cast Aluminum
- D Bottom Housing Constructed of Cast Aluminum

* The D Series Blower is a versatile exhauster, constructed of aluminum. The blower is available in several combinations, see below:

- D05 1/2 HP - Using a 10 1/2" Wheel (Small Housing)
- D10 1 HP - Using a 12" Wheel (Large Housing)
- D15 1 1/2 HP - Using a 12" Wheel (Large Housing)
- D20 2 HP - Using a 13 1/2" Wheel (Large Housing)
- D30 3 HP - Using a 13 1/2" Wheel (Large Housing)

* The D Series Blower may be supplied with or without a mounting bracket. The blower shown (above) displays the motor, housing, and wheel only. (Housings and wheels are available less motors).

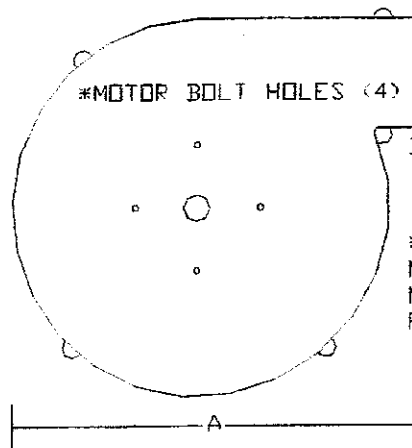
CAC VEHICLE EXHAUST VENTILATION SYSTEM

11449 DEERFIELD ROAD CINCINNATI, OHIO 45242

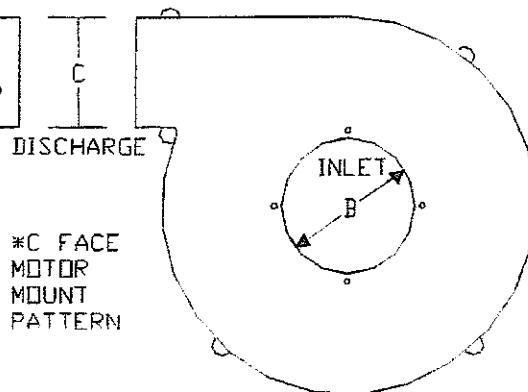
PHONE: 800-875-5440

FAX: 513-247-2502

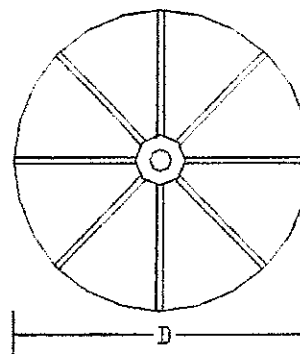
TOP HOUSING - TOP VIEW



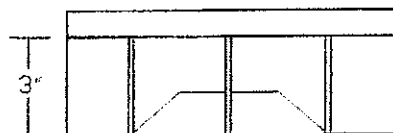
BOTTOM HOUSING - BOTTOM VIEW



BOTTOM VIEW OF RADIAL WHEEL



SIDE VIEW OF RADIAL WHEEL



A	=	14" for D05
A	=	18" for D10, D15, D20, D30
B	=	5" for D05
B	=	7" for D10, D15, D20, D30
C	=	4" for D05
C	=	6" for D10, D15, D20, D30

* Note: Top and bottom housing and wheel are constructed of aluminum, wheels are balanced.

CAC VEHICLE EXHAUST VENTILATION SYSTEM

11449 DEERFIELD ROAD CINCINNATI, OHIO 45242

PHONE: 800-875-5440

FAX: 513-247-2502

BLOWER PERFORMANCE

CFM RATINGS AT LISTED SP

<u>Model</u>	<u>HP</u>	<u>1"</u>	<u>2"</u>	<u>3"</u>	<u>4"</u>	<u>5"</u>	<u>6"</u>	<u>7"</u>	<u>8"</u>	<u>9"</u>
D05	.5	450	435	390	350	260	150			
D10	1.0				770	665	540	320		
D15	1.5	965	910	840	780	675	550	330		
D20	2.0			1237	1140	1070	990	915	825	735
D30	3.0	1490	1420	1275	1213	1140	1070	990	915	825

BLOWER IS CONSTRUCTED OF ALUMINUM (BOTH HOUSING AND WHEEL). WHEEL IS RADIAL BLADE TYPE. THE MOTOR IS A 3450 RPM TEFC BALDOR - BOTH UL & CSA RATED.

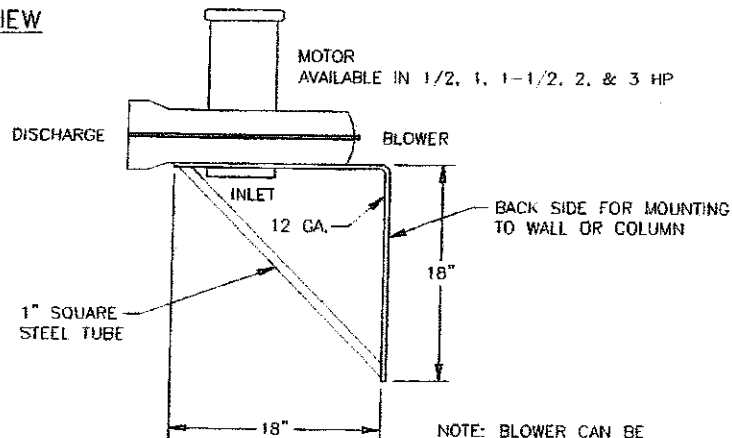
CAC VEHICLE EXHAUST VENTILATION SYSTEM

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PHONE: 800-875-5440

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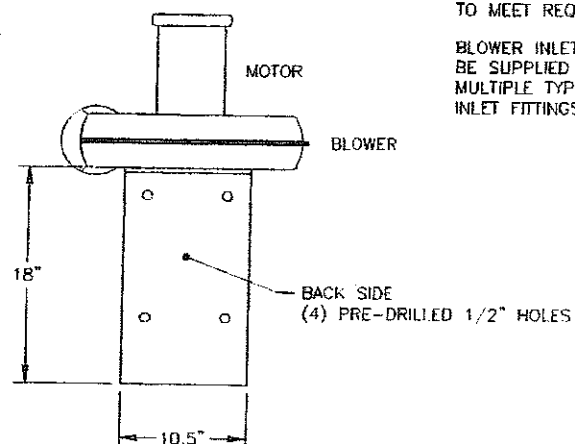
SIDE VIEW



NOTE: BLOWER CAN BE
ROTATED IN CIRCLE
AT 90 DEGREE TURNS
ALLOWING DISCHARGE
TO MEET REQUIREMENTS

BLOWER INLET CAN
BE SUPPLIED WITH
MULTIPLE TYPE
INLET FITTINGS

BACK VIEW



NOTE: Blower can be rotated (360 degrees) in 90 degree increments, allowing discharge to meet requirements.

NOTE: Blower inlet can be supplied with multiple inlet fittings.

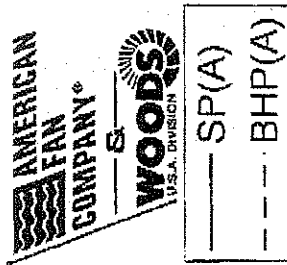
* Please contact factory with your given application.

MagneGrip High Performance Series M-36 7.5-HP Fan Curve

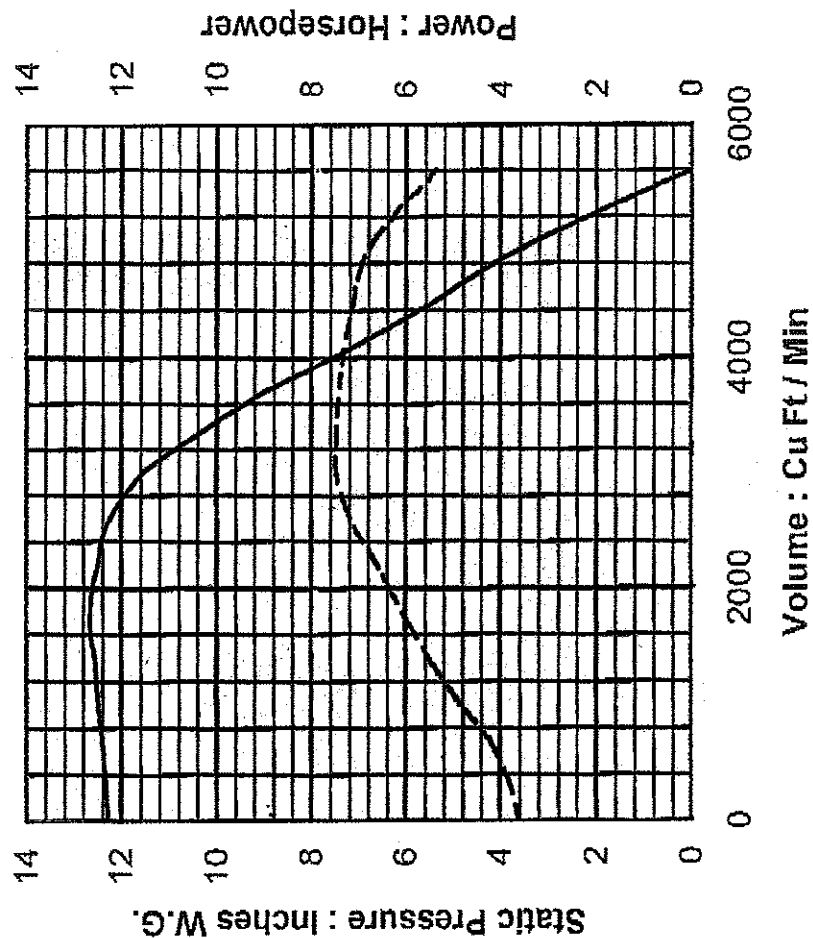
Clean Air Concepts
1. 800. 875. 5440

June 2003

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M36-7.5

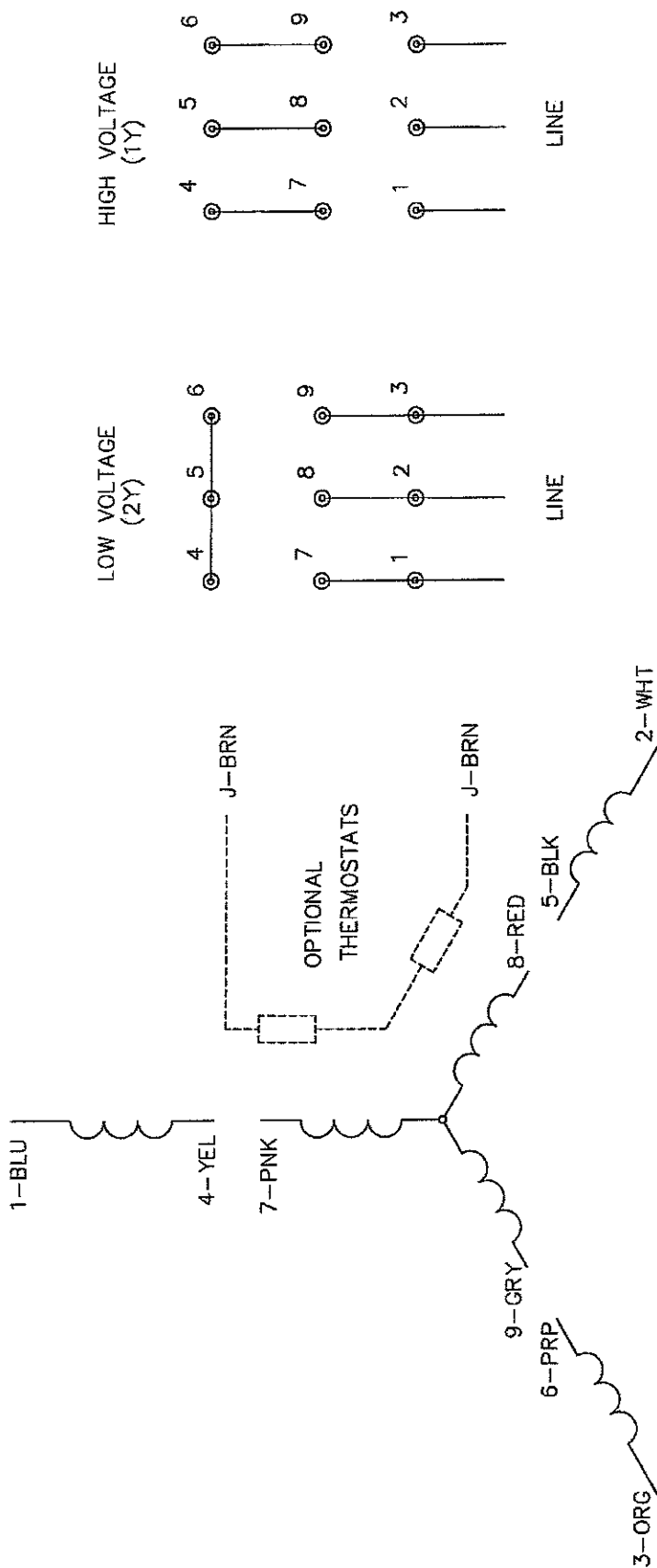


A SIZE = BCS-165 : RPM = 3475 : Density = 0.0750 Lb/Cf Width = 88.00%

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CD0005

CD0005



NOTES:

1. INTERCHANGE ANY TWO LINE LEADS TO REVERSE ROTATION.
2. OPTIONAL THERMOSTATS ARE PROVIDED WHEN SPECIFIED.
3. ACTUAL NUMBER OF INTERNAL PARALLEL CIRCUITS MAY BE A MULTIPLE OF THOSE SHOWN ABOVE.
4. LEAD COLORS ARE OPTIONAL. LEADS MUST ALWAYS BE NUMBERED AS SHOWN.

REV. DESC: REVISE TO SHOW OPTIONAL COLORS

REV. LTR: E BY: JLP REVISED: 01/19/99 10:15 TDR: 0171435

FILE: AAA00005140

MDL: --

S00000

MTL: --

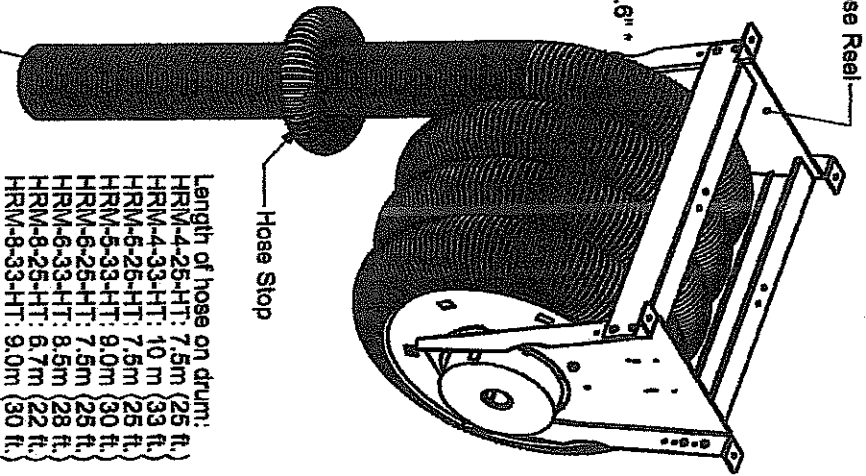
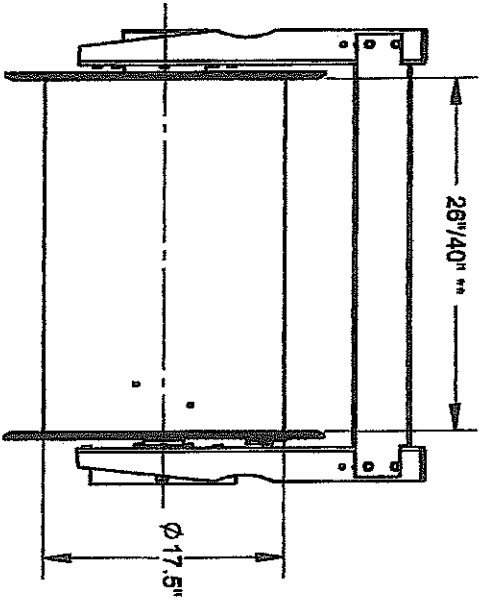
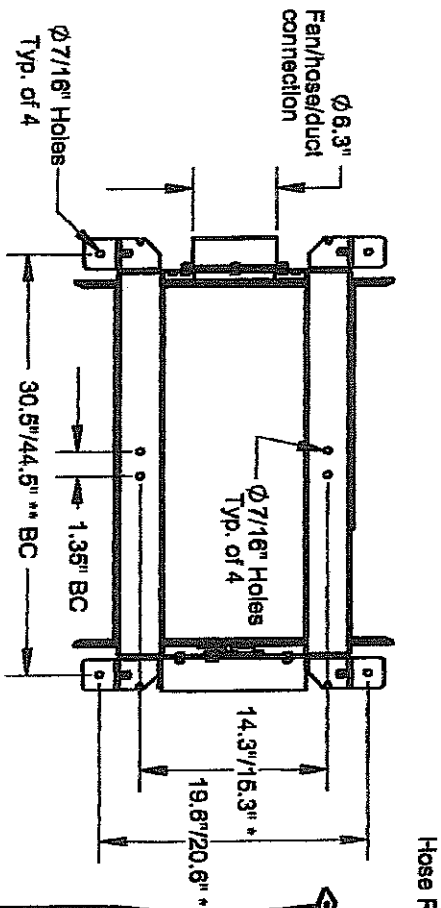
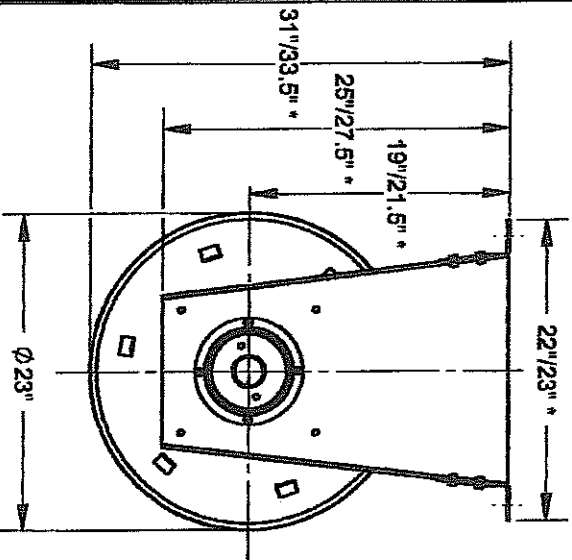
BALDOR ELECTRIC Co.

3PH, DV, 9 LEADS

CUSTOMER:	
CUSTOMER NO.:	
PROJECT:	
ENGINEER:	
T/G:	

Air flow:	
HRM-4-25-HT:	250 CFM
HRM-4-33-HT:	260 CFM
HRM-5-25-HT:	400 CFM
HRM-5-33-HT:	400 CFM
HRM-6-25-HT:	600 CFM
HRM-6-33-HT:	600 CFM
HRM-8-25-HT:	1000 CFM
HRM-8-33-HT:	1000 CFM

Pressure drop over reel:
All hose reels: 4" w.g.



Length of hose on drum:	
HRM-4-25-HT:	7.5m (25 ft.)
HRM-4-33-HT:	10 m (33 ft.)
HRM-5-25-HT:	7.5m (25 ft.)
HRM-5-33-HT:	8.0m (30 ft.)
HRM-6-25-HT:	7.5m (25 ft.)
HRM-6-33-HT:	8.5m (28 ft.)
HRM-8-25-HT:	6.7m (22 ft.)
HRM-8-33-HT:	9.0m (30 ft.)

MagneGrip HR Series Hose Reel

The device depicted and described herein embodies proprietary information owned by the manufacturer. All design, manufacturing, reproduction, sales and patent rights regarding this device or drawing reserved except where explicit right is granted in writing. We reserve the right to make design changes.	
Drawn by:	Title:
Addition: Poo	Spring Recoil Hose Reels
Date: 10/28/2004	Specification Drawing
Scale: NTS	
Weight: 00.0	
Drawing No.: S-10120-00	File Name:
Material:	Sheet: 1/1

Note: The dimensions with * are for HRM-8-25-HT
The dimensions with ** are for HRM-8-33-HT

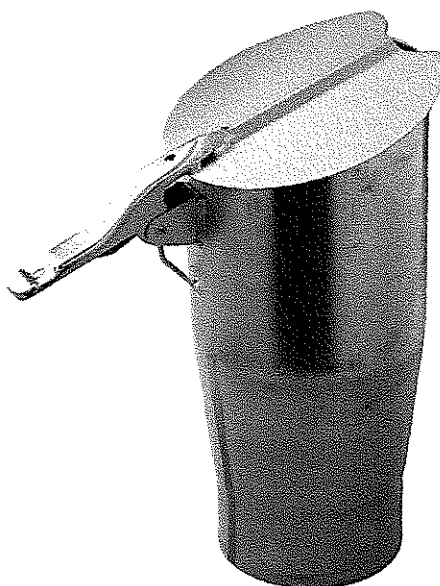
Clean Air Concepts DAMPERED NOZZLE ASSEMBLY

**Clean Air Concepts
1. 800. 875. 5440**

APPROVED BY D.R.

Feb. 2003

SUBMITTAL



Made from galvanized 20 gauge steel damper nozzle is designed to close 90 to 95% Designed with a spring handle door, comes with or without handle.

Available in 3 sizes, 4" 5" and 6" also stainless steel if required.

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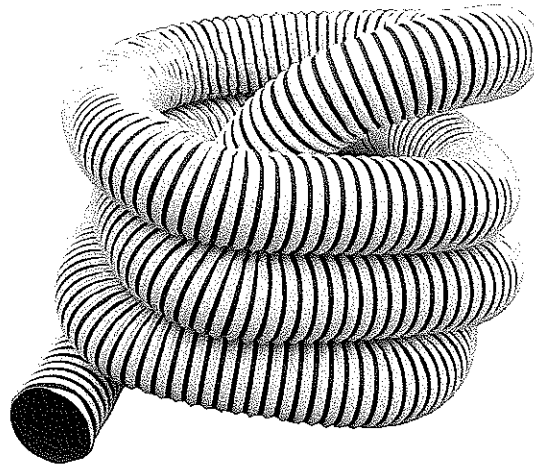
MagneGrip HI-TEMPERATURE HOSE

**Clean Air Concepts
1. 800. 875. 5440**

APPROVED BY D R

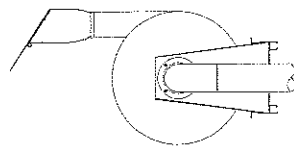
Feb. 2003

HIGH TEMPERATURE HOSE



- **HOSE SHALL BE HIGH TEMPERATURE DOUBLE PLY, ACRYLIC-COATED, POLYESTER, BLUE FABRIC CONSTRUCTION WITH A CONTINUOUS OPERATING RANGE OF 400 DEGREES (F) AND INTERMITTENT TEMPERATURE OF 550 DEGREES (F) AND LISTED AS UL94 V-O FLAME RETARDANT MATERIAL.**
- **HOSE SHALL INCORPORATE A 3/4" BOUND SPRING STEEL WIRE HELIX. A WEAR STRIP, WHITE IN COLOR AND 9/16" WIDE, SHALL COVER THE WIRE HELIX TO FURTHER PROTECT FROM HEAT BUILDUP.**
- **HOSE SHALL BE BRIGHT BLUE AND WHITE TO PROVIDE INCREASED VISIBILITY AND SAFETY TO ALL PERSONNEL.**
- **HOSE SHALL BE AVAILABLE IN SIZES 4, 5 AND 6 IN. STANDARD LENGTHS 23 AND 40 FEET.**

CONFIDENTIAL USE BY AUTHORIZED DISTRIBUTORS OR CUSTOMERS ONLY



ISSUED FOR PERMIT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Hager Construction, LLC
_____ of Huntington, WV, as Principal, and First National Insurance Company of
America of Seattle, WA, a corporation organized and existing under the laws of the State of _____
WA with its principal office in the City of Seattle, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of 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
DEFK8145 - Vehicle Exhaust Removal System - Moundsville, WV - According to Plans & Specifications

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
20th day of February, 2008.

Principal Corporate Seal

Hager Construction, LLC

(Name of Principal)

By _____

(Must be President or
Vice President)

Owner

(Title)

Surety Corporate Seal

First National Insurance Company of America

(Name of Surety)

By: _____

Gregory T. Gordon, WV Resident Agent Attorney-in-Fact

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



POWER
OF ATTORNEY

First National Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 10372

KNOW ALL BY THESE PRESENTS:

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*****PATRICIA A. FINCKE; GREGORY T. GORDON; LARRY D. KERR; ALLAN L. MCVEY; PATRICIA A. MOYE;
KIMBERLY J. WILKINSON; Charleston, West Virginia*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 19th day of July, 2007

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 20th day of February, 2008



STEPHANIE DALEY-WATSON, SECRETARY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Hager Construction, LLC
_____ of Huntington _____, WV _____, as Principal, and First National Insurance Company of
America of Seattle _____, WA _____, a corporation organized and existing under the laws of the State of _____
WA _____ with its principal office in the City of Seattle _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of 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
DEFK8145 - Vehicle Exhaust Removal System - Moundsville, WV - According to Plans & Specifications

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
20th day of February _____, 2008 _____

Principal Corporate Seal

Hager Construction, LLC

(Name of Principal)

By _____

(Must be President or
Vice President)

owner

(Title)

Surety Corporate Seal

First National Insurance Company of America

(Name of Surety)

By: _____

Gregory T. Gordon, WV Resident Agent Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.



POWER
OF ATTORNEY

First National Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 10372

KNOW ALL BY THESE PRESENTS:

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*****PATRICIA A. FINCKE; GREGORY T. GORDON; LARRY D. KERR; ALLAN L. MCVEY; PATRICIA A. MOYE;
KIMBERLY J. WILKINSON; Charleston, West Virginia*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 19th day of July, 2007

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 20th day of February, 2008



STEPHANIE DALEY-WATSON, SECRETARY

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV010261

Classification:

GENERAL BUILDING
MULTIFAMILY
PLUMBING
RESIDENTIAL
SPECIALTY
EXCAVATION
DRYWALL
MASONRY
SIDING

ROOFING
CONCRETE

HAGER CONSTRUCTION LLC
5317 CHERRY LAWN DRIVE
HUNTINGTON, WV 25705

Date Issued

Expiration Date

SEPTEMBER 10, 2007

SEPTEMBER 10, 2008

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

Authorized Company Signature

Michael A. Carl
Chair, 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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OF ID LS
HAGER-1

12/03/07

PRODUCER

United Security Agency
103 8th Avenue
Huntington WV 25701
Phone: 304-525-6600 Fax: 304-525-7028

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: MOTORISTS MUTUAL INSURANCE CO

14621

INSURER B:

INSURER C:

INSURER D:

INSURER E:

HAGER CONSTRUCTION LLC
5317 CHERRY LAWN DR.
HUNTINGTON WV 25705

RECEIVED DEC 04 2007

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	3326832740	12/01/07	12/01/08	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	3326832740	12/01/07	12/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS/UMBRELLA LIABILITY	3326832740	12/01/07	12/01/08	EACH OCCURRENCE	\$ 3,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 3,000,000
						\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3326832740	12/01/07	12/01/08	WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITYHUL

CITY OF HUNTINGTON
P.O. BOX 1659
HUNTINGTON WV 25717-1659

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Vance Gunn

© ACORD CORPORATION 198

**PRODUCER:**

BrickStreet Mutual Insurance Company
4700 MacCorkle Ave., S.E.
Charleston, WV 25304

CERTIFICATE HOLDER:

HAGER CONSTRUCTION LLC

INSURED:

HAGER CONSTRUCTION LLC
RUFORD
5317 CHERRY LAWN DRIVE
HUNTINGTON WV 25705

CERTIFICATE OF INSURANCE

The policy of insurance listed below has been issued to the insured named above for the policy period and coverage indicated. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below. Coverage is contingent on the insured's compliance with policy conditions and premium payment.

If the policy is canceled before the expiration date, BrickStreet Mutual Insurance Company will endeavor to mail a written notice to the certificate holder within 30 days of cancellation. Failure to mail the notice shall impose no obligation or liability of any kind upon BrickStreet Mutual Insurance Company.

POLICY NUMBER: WC10034100-04

DATE CERTIFICATE ISSUED: 1/31/08

POLICY EFFECTIVE DATE: 12/12/07

POLICY EXPIRATION DATE: 12/12/08

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

LIMITS / COVERAGE

[X] WORKERS COMPENSATION - STATUTORY LIMITS

[X] EMPLOYERS LIABILITY LIMITS:

BODILY INJURY BY ACCIDENT:	\$ 100000 EACH ACCIDENT
BODILY INJURY BY DISEASE:	\$ 500000 POLICY LIMIT
BODILY INJURY BY DISEASE:	\$ 100000 EACH EMPLOYEE

**[] WV BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT -
COVERAGE FOR WV CODE 23-4-2(d)(2)(ii)**

**[] FEDERAL COAL MINE HEALTH AND SAFETY ACT COVERAGE ENDORSEMENT -
COVERAGE FOR WV CODE 23-4b-1 - FEDERAL BLACK LUNG COVERAGE**

SPECIAL PROVISIONS IF ANY:

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.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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: Hager Construction, LLC

Authorized Signature: 

Date: 2/20/2008