

Response to:

Bid Proposal: DNR211053

General Construction

Prepared For:

State of West Virginia Department of Natural Resources

Prepared and Offered By:



1000 Lowe's Boulevard

Mail Code: A3ECS

Mooresville, North Carolina 28117

Email: GovMilAccounts@Lowe.com

November 15, 2010

RECEIVED

2010 NOV 17 PM 1:18

WV PURCHASING
DIVISION



LOWE'S IS AN ENERGY
STAR AWARD WINNER
AND RETAILER OF THE
YEAR 2001-2009





Please consider Lowe's programs and services outlined below when reviewing our proposal. Thank you for the opportunity to earn your business.

Dedicated, Service Driven Sales Specialists

Our Commercial Team is here to assist you in your purchasing needs. Depend on us to provide you the items you need, when you need it. With our Low Price Guarantee, rest assured saving your business money is our number one priority as we are committed to providing the lowest prices in town.

Lowe's Business Credit

Lowe's is committed to offering you the easiest, most convenient business credit program anywhere. Our business credit offers easy-to-read itemized billing; secure online account management, customized account setup and employee spending control. In addition to the great benefits mentioned, we also provide a discounted delivery rate when you purchase with a Lowe's Business Account (LBA) or Lowe's Account Receivable (LAR). *Contact us for a reduced delivery rate.*

Quote Support Program (QSP):

Lowe's Quote Support Program is designed to give volume discounts on orders totaling \$2500.00 or more depending on the material you are requesting. Let us submit your order to the Quote Support Team at our Customer Service Center to see what volume savings are available. Have a large project but not ready for the material? Its ok, with the Quote Support Program, pricing is good for 30 days.

Phone/Fax/Order Online Program:

At Lowe's, we understand that time away from the jobsite means money lost for your business. With the Phone/Fax/Order Online Program, Commercial Customers have the option of submitting an order via fax, calling in an order to the Commercial Sales Desk, and even placing an order online via www.Lowesforpros.com. *Contact us to request a "Phone/Fax/Order Online Worksheet" to assist you in completing your order requests. Note: Certain conditions apply, see store for details.*

LowesForPros.com

Visit LowesForPros.com to access special offers exclusively for the pros, industry articles, construction calculators, account management, and much more. You can also access Lowe's Property Management System and Lowe's Quotation Center for faster service.

Maintenance Supply Rack Program:

Utilize the Maintenance Supply Rack Program to help keep your business in stock. With an initial supply purchase of just \$150 or more, we will provide you a 5 shelf metal rack to stock your items for only a penny! We also provide labels for your racks to track inventory that makes reordering a breeze. Our Team will even contact you on a regular basis to inquire on your replenishment needs. Let Lowe's help keep your business in stock.

Contractor Pack Pricing

Lowe's offers Contractor Pack pricing on over 800 products across the store. Look for the yellow "Contractor Pack" label to save, or stop by the Commercial Sales Desk to review a complete list of Contractor Pack items.

Extended Business Hours

At Lowe's, we understand that your business may have needs outside of normal business hours. That is why we are open extended hours during the week and open on the weekend to meet your business needs. Operating hours may vary by location. See store for details.



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
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ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304 558 2316

RFQ COPY

TYPE NAME/ADDRESS HERE
 Lowe's Home Centers, Inc.
 1605 Curtis Bridge Rd.
 Wilkesboro, NC 28697

RFQ COPY

DIVISION OF NATURAL RESOURCES
 2006 ROBERT C. BYRD DRIVE
 BECKLEY, WV
 25801 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/07/2010				

BID OPENING DATE: 11/09/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
GENERAL CONSTRUCTION THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR LABOR AND MATERIALS TO INSTALL VINYL SIDING AND GUTTERS ON TWO BUILDINGS AT THE DIVISION'S OFFICE COMPLEX AT BECKLEY, WV PER THE ATTACHED SPECIFICATIONS. MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 10/20/10 AT 1:00 PM AT 2006 ROBERT C. BYRD DRIVE, BECKLEY, WV 25801. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUD						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert Wagner</i>	TELEPHONE 704-758-3273	DATE 11-15-2010
TITLE SVP Speciality Sales and Store Operations Support	56-0748358	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHAING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 10/22/10 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED; THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE THE NOTICE TO PROCEED IN WRITING.</p>						

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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.

WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR RALEIGH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)

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.

WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.

ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:

(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.

() **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

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(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.

() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.

REV. 11/00

EXHIBIT 7

DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS

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

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<p>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 FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING</p>						

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<p>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 WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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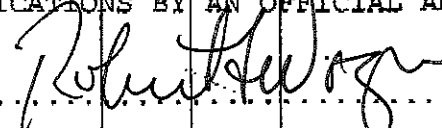
STATE


DIVISION OF NATURAL RESOURCES

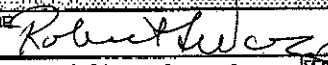
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ADDENDUM NOS.:						
NO. 1		<input checked="" type="checkbox"/>		received 10-22-10		
NO. 2		<input checked="" type="checkbox"/>		Received 11-05-2010		
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) 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 (Robert Wagner)						
Lowe's Home Centers, Inc.			 COMPANY		
11-15-2010			 DATE		
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS						

Approved by Legal Dept
 VP Approval 

SIGNATURE 		TELEPHONE	DATE
Robert Wagner		704-758-3273	11-15-2010
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BIDDERS

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<p>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: Lowe's Home Centers, Inc.....</p> <p>CONTRACTORS LICENSE NO.: WV014656.....</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 RULE 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</p>						

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BID OPENING DATE: 11/09/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>REQ. NO.: DNR211053</p> <p>BID OPENING DATE: 11/09/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 704-758-3273	DATE 11-15-2010
TITLE SVP Speciality Sales and Store Operations Support	FAX 56-0748358	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DNR211053

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

VENDOR

TYPE NAME/ADDRESS HERE

Lowe's Home Centers, Inc.
 1605 Curtis Bridge Rd.
 Wilkesboro, NC 28697

S.H.P.C.

DIVISION OF NATURAL RESOURCES

2006 ROBERT C. BYRD DRIVE
 BECKLEY, WV
 25801 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/07/2010				

BID OPENING DATE: 11/09/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	LOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- ***** THIS IS THE END OF RFQ DNR211053 ***** TOTAL:						
						This will be provided on the addendum page.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert Wagner</i>	Robert Wagner	TELEPHONE 704-758-3273	DATE 11-15-2010
TITLE SVP Speciality Sales and Store Operations Support		FEIN 56-0748358	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Request for
 Quotation**

RFQ NUMBER:
 DNR211053

PAGE:
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

*709061755 19 304-926-6700
 LOWES HOME CENTERS INC
 5750 MACCORKLE AVENUE
 CHARLESTON WV 25304

DIVISION OF NATURAL RESOURCES
 2006 ROBERT C. BYRD DRIVE
 BECKLEY, WV
 25801 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/22/2010				

BID OPENING DATE: 11/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO:						
1) EXTEND THE DEADLINE FOR TECHNICAL QUESTIONS TO: 10/25/2010 AT 4:00 PM						
2) CHANGE THE BID OPENING DATE AND TIME TO: 11/17/2010 AT 1:30 PM						
3) PROVIDE THE MANDATORY PRE-BID SIGN IN SHEET						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR211053 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

PRE-BID CONFERENCE
SIGN IN SHEET

Date: October 20, 2010

Request for Quotation Number: DWR 211053

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>MANO STREET BUILDERS, LLC</u>
Firm Address:	<u>311 S. WILSON ST</u>
	<u>PO BOX 309</u>
	<u>PIMMONT, WV 24740</u>
	<u>WWW.MSBUILDERS.COM</u>
Representative Attending:	<u>ADAM GARBER</u>
Phone Number:	<u>804-287-2113</u>
Fax Number:	<u>804-425-2171</u>
Email Address:	<u>adamgarber@msbuild.com</u>

Firm Name:	<u>Lewis Home Improvement</u>
Firm Address:	<u>5710 New Castle Ave</u>
	<u>Charleston, WV 25201</u>
Representative Attending:	<u>David Smith</u>
Phone Number:	<u>804-266-6700</u>
Fax Number:	<u>804-266-6700</u>
Email Address:	<u>smith.david@lewisim.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>First Builders Inc</u>
Firm Address:	<u>Route 313</u>
	<u>Beard, WV 25813</u>
Representative Attending:	<u>Robert F. Nicksie</u>
Phone Number:	<u>304-673-0981</u>
Fax Number:	<u>304-663-3197</u>
Email Address:	<u>Robert.F.Nicksie@firstbuilders.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Allways Concrete Construction</u>
Firm Address:	<u>1517 Kentucky Ave</u>
	<u>Charleston, WV</u>
Representative Attending:	<u>Gregy Allways</u>
Phone Number:	
Fax Number:	
Email Address:	<u>gregy@allwaysconstruction.com</u>

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: DNR 211053 Date: October 20, 2010

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Pearl Grate Constructors, Inc</u>
Firm Address:	<u>1 Archers Way Winfield, WV 25393</u>
Representative Attending:	<u>Ray Brown</u>
Phone Number:	<u>204 539-8977</u>
Fax Number:	<u>204 255-9005</u>
Email Address:	<u>cbrown@pearlgrate.com</u>

Firm Name:	<u>Quarry Construction Co</u>
Firm Address:	<u>P.O. Box 666 S. owned by Quarry, WV</u>
Representative Attending:	<u>Don Hill</u>
Phone Number:	<u>336-6688</u>
Fax Number:	<u>336-6688</u>
Email Address:	<u>don.hill@quarryconstruction.com</u>

Firm Name:	<u>CEM Building Construction</u>
Firm Address:	<u>124 S. Durango Dr Martinsburg, WV 25401</u>
Representative Attending:	<u>KEITH COTTE</u>
Phone Number:	<u>304-675-8700 / ext. 255-802</u>
Fax Number:	<u>304-675-3616</u>
Email Address:	<u>n/a</u>

Firm Name:	<u>Contractor arrived at 1:30 pm at the end of the mandatory pre-bid</u>
Firm Address:	<u>Dayton, OH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Aut. Smith Inc. aka Capital Builders</u>
Firm Address:	<u>4001 5th Street NE Huntington, WV 25701</u>
Representative Attending:	<u>Brenda L. Blount</u>
Phone Number:	<u>(304) 697-5002</u>
Fax Number:	<u>(304) 697-5001</u>
Email Address:	<u>blblount@autsmithbuilders.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



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
 DNR211053

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

Lowes Home Centers, Inc.
 1605 Curtis Bridge Rd.
 Wilkesboro, NC 28697

DIVISION OF NATURAL RESOURCES

2006 ROBERT C. BYRD DRIVE
 BECKLEY, WV
 25801 304-558-3397

DATE PRINTED: 11/05/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 11/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO REVISE TO THE SPECIFICATIONS AND TO EXTEND THE NOTICE TO PROCEED TO 180 DAYS PER THE ATTACHED.						
***** END ADDENDUM NO. 2 *****						
001	1	LS	958-42	GENERAL CONSTRUCTION		
***** THIS IS THE END OF RFQ DNR211053 ***** TOTAL:						\$38,078.00 Pre Tax See Attached Quote

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Robert Wagner* Robert Wagner TELEPHONE 704-758-3273 DATE 11-15-2010

TITLE SVP Speciality Sales and Store Operations Support (FEIN) 56-0748358 ADDRESS CHANGES TO BE NOTED ABOVE

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

DNR211053-West Virginia Division of Natural Resources
District IV Facility Improvements
ADDENDUM NUMBER TWO

The purpose of this addendum is to remove certain items from the scope of work and to provide for the installation of additional items. Also, to designate that the color of all corner posts, door and window casings, pilasters, fasciae, moldings and trim and vinyl siding are to be white. The addendum also extends the number of calendar days after the Notice to Proceed is received to 180 calendar days.

Page 16:

Accessories:

The following items will be deleted from the scope of work:

3. Entrance and window pediments
5. Shutters
6. Louvers with insect screens

The following items are to be added to the scope of work:

9. Replacement of four (4) columns on the front porch of the Law Enforcement Building with four (4) 4-inch (4") aluminum columns.
10. Replacement of six (6) stairway posts with six (6) four-inch (4") treated wood posts wrapped in vinyl set on a footing or cleat on the Storage/Maintenance Building.
11. Replacement of ten windows, approximately 36" x 64", with sliding insulated vinyl double-pane windows in the Storage/Maintenance Building. Window installation will include all work required to trim the windows on both the interior and exterior. Bidder will be responsible for taking their own measurements on work.

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

INFORMATION FOR BIDDERS
INSTALLATION OF VINYL SIDING AND ALUMINUM GUTTERS
ON TWO BUILDINGS AT THE DNR'S BECKLEY OFFICE COMPLEX
WEST VIRGINIA DIVISION OF NATURAL RESOURCES
WILDLIFE RESOURCES SECTION

The Division of Natural Resources, request bids for furnishing and installing vinyl siding and aluminum gutters on the maintenance/storage building and the law enforcement building at the DNR District IV office complex at Beckley. This project consists of all the necessary materials, labor, and equipment for all construction items as detailed in these specifications.

1. **Receipt and Opening of Bids**

Each bid must be submitted on the prescribed form and in accordance with the these instructions. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

The Owner may consider informal any bid not prepared and submitted in accordance with these provisions and may waive any informalities in or reject any and all bids.

2. **Time of Completion and Liquidated Damages**

Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within ninety (90) consecutive calendar days, thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter that the project is not completed.

3. **Conditions of Work**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. It will be the contractors responsible to visit the site and to be familiar with all site conditions prior to submitting a bid.

4. Laws and Regulations

The bidder's attention is directed to the fact that all applicable federal, state, county, and/or municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

5. Obligation of Bidder

At the time of the opening of bids, each bidder should have inspected the site and read and be thoroughly familiar with the contract documents. The failure or omission of any bidder to examine any form, site condition, instrument or document, shall in no way relieve any bidder from any obligation in respect of his bid.

6. Insurance Coverage

The Contractor shall present evidence to the Owner of adequate coverage of Public Liability and Property Damage Insurance to protect the Owner from any claim of damage which might arise from any accident or carelessness during the life of this contract.

7. West Virginia Workman's Compensation

All employees engaged in the work of this contract shall be covered by State Compensation Insurance.

8. Wage Rates

All employees engaged in the work of this contract shall be paid at least the minimum wage scales for the various trade classifications as established by the State Commissioner of Labor for the West Virginia area and in accordance with State statutes in the county where the work is to be performed. All employees will be shown a copy of the wage scale for this particular area and a copy will be posted in a conspicuous place on the job.

9. Vendor's Number

Before a contract can be awarded, vendors must have filed a vendor's certificate and obtained a vendor's number from the Purchasing Division prior to award of any contract. Application for such certificate and vendor's number may be obtained from the Purchasing Director, Department of Finance and Administration, State Capitol Building, Charleston, West Virginia 25305. All vendors must be registered with the Purchasing Division of the Department of Finance and Administration prior to the award of any contract.



10. West Virginia Contractor's License

The contractor shall have a valid and current West Virginia Contractor's license.

11. Discrimination Clause

The Contractor agrees that no person in the State, or in the United States, shall, on the grounds of race, color, sex, age, religion, ancestry, national origin, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or indirectly, from the State and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. This section shall also apply to all subcontractors.

Specifications for the Siding of District IV Office Buildings

General Description:

This project consists of furnishing all the equipment, labor, and materials required for the following work:

1. Install all the vinyl siding, soffit, fascia, trim, porch ceilings, etc. required to cover all exposed wood on the existing storage/maintenance building at the District IV office complex.
2. Install all the vinyl siding, soffit, fascia, trim, porch ceilings, etc. required to cover all exposed wood on the existing law enforcement building at the District IV office complex.
3. Remove the existing gutters and install new continuous aluminum gutters on both the storage/maintenance building and the law enforcement office building at the District IV office complex.

All work shall be in accordance with these specifications.

Site Visit:

The contractor must visit the site and is required to make his own measurements to verify site conditions and to make sure that he is aware of all the work that must be completed. A pre-bid conference will be scheduled prior to the bid opening and is mandatory. Any contractor interested in bidding on this project must attend the pre-bid conference.

Submittals:

Submit the following prior to start of construction:

Manufacturer color sample showing full range of colors available for specified products.

Product literature and recommended installation procedures for all materials to be installed.

Manufacture warranty for all materials to be installed.

Evidence that the materials supplied conform with building codes in effect for the area and is acceptable to authorities having jurisdiction over the construction.

Color:

Provide manufacturer's standard product color chart for siding and accessories. The owner shall select the color of the siding and the accessories to be installed.

Delivery, Storage, and Handling:

Deliver materials to site in manufacturer's unopened packages or bundles with labels intact and legible. Store materials in a dry, well ventilated, weatherproof place. Comply with manufacturer's written instructions for storage, handling, and protection.

Project Conditions:

Proceed with installation of siding and trim only if existing and forecasted weather conditions permit installation according to manufacturer's written instructions and if the substrate is completely dry.

Vinyl Siding:

Subject to compliance with requirements, manufacturers offering products that may be incorporated in to the work include, but are not limited to the following:

1. Alcoa Building Products.
2. Alside Inc.
3. Amerimark Building Products, Inc.
4. Bird Vinyl Products.
5. CertainTeed Corp.; Vinyl Building Products Group.
6. Crane Plastics.
7. Gentek Building Products.
8. Georgia-Pacific Corp.
9. Heartland Building Products.
10. Reynolds Metals Co.
11. Royal Building Products.
12. Wolverine Technologies, Inc.
13. or equal.

The vinyl siding and accessories shall comply with ASTM D 3879 and the following requirements:

1. Horizontal pattern: 8-inch exposure in double 4-inch style.
2. Texture: Wood grain.
3. Thickness: 0.040 to 0.050 inch nominal.

Vinyl Soffit:

The vinyl soffit and accessories shall comply with ASTM D 4477 and the following requirements:

1. Pattern: 8-inch exposure in double 4-inch style.
 2. Ventilation: Provide perforated soffit.
- 

Accessories:

Siding accessories: Provide starter strips, edge trim, window head flashing, corner cap, fasciae, and other items as recommended by the manufacturer of the siding to match the siding.

Provide the following types of decorative accessories where required:

1. Corner posts.
2. Door and window casings.
3. Entrance and window head pediments.
4. Pilasters.
5. Shutters.
6. Louvers with insect screens.
7. Fasciae.
8. Moldings and trim.

Fasteners:

Fasteners shall be noncorrosive aluminum siding nails, in sufficient length to penetrate a minimum of 1 inch into substrate. Provide prefinished fasteners in color to match siding where face nailing is unavoidable.

Installation:

Prior to installation, examine substrates for compliance with requirements for substrates, installation tolerances, and other conditions affecting performance of siding. Do not proceed with installation until unsatisfactory conditions have been corrected.

Clean substrates of projections and substances detrimental to application.

Install the siding to comply with the siding manufacturer's written installation instructions applicable to the products and applications indicated. Center nails in elongated nailing slots without binding the siding to allow for thermal movement. Overlap joints to shed water away from the direction of the prevailing wind.

Install vinyl siding, soffit, and accessories according to ASTM 4756.

Remove and replace any damaged, improperly installed, or otherwise defective siding materials or accessories with new materials complying with the specified requirements.

Clean finished surfaces according to the siding manufacturer's written instructions and maintain in a clean condition during construction.

Warranty:

Submit a written warranty signed by the siding manufacturer agreeing to repair or replace siding that fails in materials or workmanship within the specified warranty period. Failures include, but are not limited to, cracking, deforming, fading, or



otherwise deteriorating beyond normal weathering. Fading is defined as loss of color, after cleaning with product recommended by manufacturer, of more than 4 color-difference units as measured according to ASTM D 2244. The warranty period shall be 20 years from the date of final acceptance.

Removing the existing gutters:

The contractor shall remove and dispose of the existing gutters and downspouts on both the storage/maintenance building and the law enforcement building.

Gutters and downspouts:

Once the gutters are removed, the contractor shall install vinyl over the fascia boards prior to installing the new gutters and downspouts on both buildings. The new gutters and downspouts shall be continuous aluminum.

The gutters shall be 8" commercial, K-type, made of 0.032" aluminum. The gutters shall be attached with hidden hangers.

The downspouts shall be 3"x4" and made of corrugated, 0.032" aluminum.

The contractor shall furnish and install all parts, connectors, etc. required to install the gutters and downspouts.

The gutters and downspouts shall be prepainted with the color to be selected by the owner.

West Virginia Division of Natural Resources
DNR211053 District IV Office Building Siding and Gutters
PRICING SHEET

Item	Quantity	Description	Unit Price	Amount
1	Lump Sum	Siding and gutter replacement on the District IV Office buildings all in accordance with the attached specifications. The lump sum bid will include all labor, equipment and materials to install siding, fascia, trim, porch ceilings, etc required to cover all exposed wood on the existing storage/maintenance building and the existing law enforcement building. Removing the existing gutters and installing new continuous aluminum gutters on the storage/maintenance building and the law enforcement office building.	NOT APPLICABLE - LUMP SUM	
		TOTAL	\$38,078.00	Pre Tax





Quote Support Program

Quote #: 797299
 Volume Savings Expiration Date: 12/12/2010
 Customer Name: frank whittaker
 Customer Phone#: 304-558-2316
 Pricing is per Lowe's Store at: Store #675
 CHARLESTON, WV
 Store Phone #: (304) 926-6700
 Store Contact: neil smith

Item	Quantity	Item Description	QSP Unit Price	Extended QSP Price
227648	1	PSE-LABOR PART ONE PSE-	16,700.00	16,700.00
227648	1	PSE-LABOR PART TWO PSE-	11,300.00	11,300.00
89001	360	VISION PRO D4 TRADITIONAL VINYL WHITE 5316	5.72	2,059.20
304092	15	1/4"X48"50' FANFOLD INSULATION 3040	25.23	378.45
110019	1	NAIL 1 3/4" PLS BUTNKAP2000 (69382) 9026	20.52	20.52
89103	10	2" ALUM NAILS 5# 2"AL	17.39	173.90
89145	80	5/8" J CHANNEL WHITE 3290	3.58	286.40
89145	5	BLOCK WHITE (PW) J-BLOCK MOUNT BLOC 2426	6.60	33.00
89145	30	STURDY STARTER STRIP NA 4431	3.83	114.90
17412	65	ALUM F-CHANNEL WHITE FR-1-19 3670	7.46	484.90
89145	112	PERFORATED SOFFIT TRIPLE 4 WHITE 4235	9.46	1,059.52
89145	68	SOLID SOFFIT TRIPLE 4 WHITE 4242	9.20	625.60
89145	4	4" OUTSIDE CORNER WHITE 1884	14.50	58.00
6586	10	PVC TRIM COIL 24X50 WHITE/SNOW	74.56	745.60
303063	10	36X64 SLIDER WINDOW 36X6	159.06	1,590.60
89103	24	3X4 WHITE DOWNSPOUTS 3X4D	11.22	269.28
89103	30	A ELBOWS DOWNSPOUT A-EL	1.26	37.80
89103	10	B-ELBOWS DOWNSPOUT B-EL	1.26	12.60
89103	1	WHITE GUTTER COIL 350# COIL	712.22	712.22
89062	4	6"X10' ALUM COLUMN 6"X1	101.78	407.12
2690	6	4X4X16 #2 .40 ACQ TREATED NA	14.68	88.08
108719	6	ABA44Z 4X4 POST BASE Z MAX COATED ABA4	7.69	46.14
201526	4	2X12X8 ACQ TOP CHOICE TREATED NA	9.88	39.52
672	40	1X4X12 #3 WHTWOOD BOARD	2.61	104.40
112628	3	DRYWLL SCRW CRSE 2 1/2" 5# (61595) S05C	13.98	41.94
89103	15	1/2" ZIP SCREWS 1/2"	3.13	46.95
4512	20	1X3X8 PREMIUM FURRING STRIP	1.27	25.40
47996	48	9.8OZ SILICONE II W&D WHITE LW50	4.59	220.32

224065	10	J/H MICRO GUTTER SEAL 10.2 OZ. 8550	3.69	36.90
89103	120	DOWNSPOUT STRAP STRA	0.49	58.80
19716	14	3X4 C OUTLET ALUMINUM MF 4725	2.51	35.14
89103	5	I/S MITRE I/S	5.92	29.60
89103	14	LH END CAP LH E	1.12	15.68
89103	16	RH END CAP RH E	1.12	17.92
89103	240	GUTTER HIDDEN FASTENERS HIDD	0.84	201.60

Total savings for this quote is 5.6%

QSP
Total: **38,078.00**

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Addendum A

**Lowe's Home Centers, Inc.
Charleston, WV - Store #0675**

**State of West Virginia Department of Administration
Purchasing Division
DNR211053**

Drug-Free Workplace Requirements:

A Drug Free Workplace Conformance Affidavit is not included as part of this Quotation as Lowe's Home Centers, Inc. (Lowe's) Drug and Alcohol Use Policy does not comply with all of the requirements contained in West Virginia Code §21-1D-5 nor will it likely be compliant in the time required to complete performance under this contract.

West Virginia Code §21-1D-2 defines "public improvement" as "all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures upon which construction may be let to contract by the State of West Virginia, its counties or municipalities or any political subdivision thereof. " Construction" is defined by that same section as "any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract the value of which contract is over \$100,000./1 Because any contract award based upon Lowe's quote will be under \$100,000, the Drug-Free Workplace requirements of §21-1D-5 will not be applicable. Lowe's is therefore submitting its quote in response to this Request for Quotation with a disclosure of non-compliance and without completion of the Drug Free Workplace Conformance Affidavit.



Robert F. Wagner
SVP – Specialty Sales & Store Ops Support
Lowe's Home Centers, Inc.

11-15-2010

Date

Approved by Legal Dept
VP Approval



CHAPTER 21. LABOR.

ARTICLE 1D. WEST VIRGINIA ALCOHOL AND DRUG-FREE WORKPLACE ACT.

§21-1D-1. Short Title.

This article shall be called the West Virginia Alcohol and Drug-Free Workplace Act.

§21-1D-2. Definitions.

(a) The term "alcohol test" means a procedure conducted to determine if an individual is under the influence of alcohol.

(b) The term "construction", as used in this article, means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract the value of which contract is over \$100,000. The term "construction" does not include temporary or emergency repairs.

(c) The term "contractor" means any employer working on a public improvement without regard to whether they are serving as the prime or subcontractor to another.

(d) The term "drug test" means a procedure using at least a nine-panel drug screen in urine specimens that are collected from individuals for the purpose of scientifically analyzing the specimens to determine if the individual ingested, was injected or otherwise exposed to a drug of abuse.

(e) The term "drug of abuse" means any substance listed under subsection (h) of this section and any other substance the employer chooses to test for.

(f) The term "employee" means a laborer, mechanic or other worker. For the purposes of this article, employee does not include those persons as are employed or hired directly by a public authority on a regular or temporary basis engaged exclusively in making temporary or emergency repairs. Furthermore, employee does not include those persons employed by a contractor who does not work in public improvement construction.

(g) The term "medical review officer" means a physician who holds a certificate authorizing them to practice medicine and surgery or osteopathic medicine and surgery, has knowledge of substance abuse disorders, has the appropriate medical training to interpret and evaluate positive drug and alcohol test results together with a person's medical history and other relevant biomedical information, has successfully completed qualification training as outlined in the Code of Federal Regulations at 49 C. F. R. Part 40 §121 (c) and has passed an exam administered by a nationally recognized medical review officer certification board or subspecialty board for medical practitioners in the field of medical review of federally mandated drug testing.

(h) The term "nine-panel drug screen" means a drug-testing program that tests for marijuana, cocaine, opiates including hydromorphone, oxycodone, hydrocodone, phencyclidine, amphetamines, barbiturates, benzodiazepines, methadone and propoxyphene at the substance screening and confirmation limits where provided under federally mandated drug and alcohol testing programs or otherwise accepted as the industry standard.

(i) The term "preemployment drug test" means a drug test taken within the preceding twelve months from employment or seven days after hire.

(j) The term "public authority", as used in this article, means any officer, board or commission or other agency of the State of West Virginia, its counties or municipalities or any political subdivision thereof, authorized by law to enter into a contract for the construction of a public improvement, including any institution supported, in whole or in part, by public funds of the State of West Virginia and this article applies to expenditures of these institutions made, in whole or in part, from public funds.

(k) The term "public improvement", as used in this article, includes all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures upon which construction may be let to contract by the State of West Virginia, its counties or municipalities or any political subdivision thereof.

(l) The term "random drug testing" means a procedure in which employees who perform safety-sensitive tasks are selected to undergo a drug test by a statistically valid random selection method without prearrangement or planning.

(m) The term "reasonable cause" means a belief based on facts and inferences based primarily upon, but not limited to: (1) Observable phenomena, such as direct observation of use, possession or distribution of alcohol or a drug of abuse, or of the physical symptoms of being under the influence of alcohol or a drug of abuse, such as, but not limited to, slurred speech, dilated pupils, odor of an alcoholic beverage or a drug of abuse, changes in affect or dynamic mood swings; (2) a pattern of abnormal conduct, erratic or aberrant behavior or deteriorating work performance such as frequent absenteeism, excessive tardiness or recurrent accidents, that appears to be related to the use of alcohol or a drug of abuse and does not appear to be attributable to other factors; (3) the identification of an employee as the focus of a criminal investigation into unauthorized possession, use or trafficking of a drug of abuse; (4) a report of use of alcohol or a drug of abuse provided by a reliable and credible source; and (5) repeated or flagrant violations of the safety or work rules of the employee's employer, that are determined by the employee's supervisor to pose a substantial risk of physical injury or property damage and that appears to be related to the use of alcohol or a drug of abuse and that does not appear attributable to other factors.

(n) The term "safety-sensitive duty" means any task or duty fraught with such risks of injury to the employee or others that even a momentary lapse of attention or judgment, or both, can lead to serious bodily harm or death.

(o) The term "under the influence of alcohol" means a concentration of eight hundredths of one percent or more by weight of alcohol in an individual's blood or a concentration of eight hundredths of one gram or more by weight of alcohol per two hundred ten liters of an individual's breath.

§21-1D-3. Statement of policy.

It is hereby declared to be the policy of the State of West Virginia to require public improvement contractors to have and implement a drug-free workplace policy that requires drug and alcohol testing.

§21-1D-4. Drug-free workplace policy required for public improvement construction.

Except as provided in section eight of this article, no public authority may award a public improvement contract which is to be let to bid to a contractor unless the terms of the contract require the contractor and its subcontractors to implement and maintain a written drug-free workplace policy in compliance with this article and the contractor and its subcontractors provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy in compliance with this article. The public improvement contract shall provide for the following:

(1) That the contractor implements its drug-free workplace policy;

(2) Cancellation of the contract by the awarding public authority if the contractor:

(A) Fails to implement its drug-free workplace policy;

(B) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or

(C) Provides to the public authority false information regarding the contractor's drug-free workplace policy.

§21-1D-5. Employee drug-free workplace policy required to bid for a public improvement contract.

After the first day of July, two thousand eight, any solicitation for a public improvement contract shall require each contractor that submits a bid for the work to submit at the same time an affidavit that the contractor has a written plan for a drug-free workplace policy. A public improvement contract may not be awarded to a contractor who does not have a written plan for a drug-free workplace policy and who has not submitted that plan to the appropriate contracting authority in timely fashion.

For subcontractors, compliance with this section may take place before their work on the public improvement is begun.

A drug-free workplace policy shall include the following:

(1) Establish drug testing and alcohol testing protocols that at a minimum require a contractor to:

(A) Conduct preemployment drug tests of all employees;

(B) Conduct random drug testing that annually tests at least ten percent of the contractor's employees who perform safety-sensitive duties;

(C) Conduct a drug test or alcohol test of any employee who may have caused or contributed to an accident while conducting job duties where reasonable cause exists to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician when, but not limited to, the employer has evidence that an employee is or was using alcohol or a controlled substance drawn from specific documented, objective facts and reasonable inferences drawn from these facts in light of experience and training.

The drug or alcohol test shall be conducted as soon as possible after the accident occurred and after any necessary medical attention has been administered to the employee.

(D) Conduct a drug test or alcohol test of any employee when a trained supervisor has reasonable cause to believe that the employee has reported to work or is working under the influence of a drug of abuse or alcohol. Written documentation as to the nature of a supervisor's reasonable cause shall be created.

In order to ascertain and justify implementation of a reasonable cause test, all supervisors will be trained to recognize drug- and alcohol-related signs and symptoms.

(2) Require that all drug tests performed pursuant to this section be conducted by a laboratory certified by the United States Department of Health and Human Services or its successor;

(3) Establish standards governing the performance of drug tests by such a laboratory that include, but are not limited to, the following:

(A) The collection of urine specimens of individuals in a scientifically or medically approved manner and under reasonable and sanitary conditions;

(B) The collection and testing of urine specimens with due regard for the privacy of the individual being tested and in a manner reasonably calculated to prevent substitutions or interference with the collection and testing of specimens;

(C) The documentation of urine specimens through procedures that reasonably preclude the possibility of erroneous identification of test results and that provide the individual being tested a reasonable opportunity to furnish information identifying any prescription or nonprescription drugs used by the individual in connection with a medical condition to the medical review officer;

(D) The collection, maintenance, storage and transportation of urine specimens in a manner that reasonably precludes the possibility of contamination or adulteration of the specimens;

(E) The testing of a urine specimen of an individual to determine if the individual ingested, was injected or otherwise introduced with a drug of abuse in a manner that conforms to scientifically accepted analytical methods and procedures that include verification and confirmation of any positive test result by gas chromatography or mass spectrometry.

(4) Establish standards and procedures governing the performance of alcohol tests;

(5) Require that a medical review officer review all drug tests that yield a positive result;

(6) Establish procedures by which an individual who undergoes a drug test or alcohol test may contest a positive test result;

(7) Require that when an employee of a contractor tests positive for a drug of abuse or alcohol, or if an employee is caught adulterating a drug or alcohol test, as defined in section four hundred twelve, article four, chapter sixty-a of this code, the employee shall be subject to appropriate disciplinary measures up to and including termination from employment, in accordance with the contractor's written drug-free workplace policy. If not terminated, the employee shall be subject to random drug or alcohol tests at any time for one year after the positive test;

(8) Require that when a supervisor has reasonable cause to believe an employee is under the influence of a drug of abuse or alcohol at work and requires the employee to take a drug or alcohol test, the employee shall immediately be

suspended from performing safety-sensitive tasks by the contractor until such time as a drug or alcohol test is performed and results of that test are available;

(9) Require a contractor to provide to any employee testing positive for a drug of abuse or alcohol the list of community resources where employees may seek assistance for themselves or their families as identified in paragraph (D), subdivision (12) of this section;

(10) Require that a contractor assist an employee who voluntarily acknowledges that the employee may have a substance abuse problem by providing the list of community resources where employees may seek assistance for themselves or their families as identified in paragraph (D), subdivision (12) of this section;

(11) Require that a contractor establish a written drug-free workplace policy regarding substance abuse and provide a copy of the written policy to each of its employees and to each applicant for employment. The written policy shall contain, at a minimum, all of the following:

(A) A summary of all the elements of the drug-free workplace policy established in accordance with this article;

(B) A statement that it is the contractor's intention to create a drug-free workplace environment;

(C) Identification of an employee who has been designated the contractor's drug-free workplace representative;

(D) Shall list the types of tests an employee may be subject to, which may include, but are not limited to, the following:

(i) Preemployment;

(ii) Post-accident;

(iii) Random; and

(iv) Reasonable cause.

(12) Require that a contractor provide within six weeks of new employment at least two hours of drug-free workplace employee education for all employees unless that employee has already received such training anytime within a prior two-year period. The employee shall participate in drug-free workplace employee education at least biannually thereafter. The employee education shall include all of the following:

(A) Detailed information about the content of the contractor's specific drug-free workplace policy and an opportunity for employees to ask questions regarding the policy;

(B) The distribution of a hard copy of the written drug-free workplace policy, including collecting an employee-signed acknowledgment receipt from each employee;

(C) Specific explanation of the basics of drugs and alcohol abuse, including, but not limited to, the disease model, signs and symptoms associated with substance abuse, and the effects and dangers of drugs or alcohol in the workplace; and

(D) A list of community resources where employees may seek assistance for themselves or their families.

(13) Require that a contractor provide at least two hours of drug-free workplace supervisor training for all supervisory employees and annually thereafter. The supervisor training shall include all of the following:

(A) How to recognize a possible drug or alcohol problem;

(B) How to document behaviors that demonstrate a drug or alcohol problem;

(C) How to confront employees with the problem from observed behaviors;

(D) How to initiate reasonable suspicion and post-accident testing;

(E) How to handle the procedures associated with random testing;

(F) How to make an appropriate referral for assessment and assistance;

(G) How to follow up with employees returning to work after a positive test; and

(H) How to handle drug-free workplace responsibilities in a manner that is consistent with the applicable sections of any pertinent collective bargaining agreements.

§21-1D-5a. Drug-free workplace policy not applicable to workers required to follow federal Department of Transportation drug testing guidelines.

In instances where a worker is required by law to follow United States Department of Transportation drug testing guidelines, no additional drug tests are required under this article.

§21-1D-6. Drug-free workplace written policy to be kept posted.

A clearly legible copy of the contractor's written drug-free workplace policy shall be kept posted in a prominent and easily accessible place at the public improvement construction site thereof by each contractor subject to the provisions of this article.

§21-1D-7. Drug-free workplace records and contents open for inspection.

Every contractor shall keep an accurate record showing the names, occupation and safety-sensitive status of all employees, in connection with the construction on the public improvement, and showing any drug tests or alcohol tests performed and employee education and supervisor training received, which record shall be open at all reasonable hours for inspection by the public authority which let the contract and its officers and agents. It is not necessary to preserve the record for a period longer than three years after the termination of the contract.

§21-1D-7a. Confidentiality; test results not to be used in criminal and administrative proceedings.

All drug testing information specifically related to individual employees is confidential and should be treated as such by anyone authorized to review or compile program records. Drug test results may not be used in a criminal proceeding without the employee's consent.

§21-1D-7b. Contractor to provide certified drug-free workplace report.

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. The report shall include:

(1) Information to show that the education and training service to the requirements of section five of this article was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests pursuant to this article;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests:

(A) Preemployment and new hires;

(B) Reasonable suspicion;

(C) Post-accident;

(D) Random.

§21-1D-8. Penalties for violation of this article.

(a) Any contractor who violates any provision of this article is, for the first offense, guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$1,000; for the second offense, the person is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than \$1,000 nor more than \$5,000; for the third or any subsequent offense within the preceding five years, the person is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than \$5,000 nor more than \$25,000 and the contractor shall be excluded from bidding any additional new public improvement projects for a period of one year.

(b) Any person who directly or indirectly aids, requests or authorizes any other person to violate any of the provisions of this article is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than \$50 nor more than \$250.

§21-1D-9. Existing contracts.

This article applies only to contracts for construction on public improvements awarded after the effective date of this article.

ADDITIONAL INFORMATION

ATL-001787259-05

DATE (MM/DD/YY)
03/05/2010**PRODUCER**MARSH
100 N. TRYON STREET, SUITE 3200
CHARLOTTE, NC 28202
FAX (704) 374-8500

47095 -CASUA-ONLY-10-11

INSURERS AFFORDING COVERAGE**NAIC #****INSURED**Lowe's Companies, Inc.
and Subsidiaries
PO Box 1000
 Mooresville, NC 28115

INSURER F:

INSURER G:

INSURER H:

INSURER I:

TEXT**ADDITIONAL INFORMATION:**

The certificate holder is additional insured under the Automobile Liability policy and the General Liability portion of the Excess Liability policy, as their interest may appear, if required by written contract with the Named Insured, subject to the terms and conditions of the policies.

CERTIFICATE HOLDERLowe's Companies, Inc.
and subsidiaries
PO Box 1000
 Mooresville, NC 28115AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Diana Bentley*Diana Bentley*

WEST VIRGINIA DIVISION OF LABOR
Building Construction Wage Rates

FILED

2010 JAN -4 PM 2:45

Raleigh County
2010

OFFICE WEST VIRGINIA
SECRETARY OF STATE

CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS
ASBESTOS & LEAD ABATEMENT WORKER	21.00	9.82
BOILERMAKER	35.94	16.56
BRICKLAYER	28.55	14.67
BRICKLAYER - POINTER/CAULKER/CLEANER	28.55	14.67
CARPENTER	26.63	14.53
CARPET LAYER	26.63	14.53
CEMENT MASON	27.51	12.22
DRYWALL HANGER	26.63	14.53
ELECTRICIAN	31.87	14.22
ELEVATOR HELPER	27.18	23.35
ELEVATOR MECHANIC	38.82	23.35
GLAZIER	28.50	5.87
INSULATOR	30.00	16.40
IRON WORKER ERECTOR *	29.16	16.76
IRON WORKER FENCE ERECTOR *	29.16	16.76
IRON WORKER JOURNEYMAN *	29.16	16.76
IRON WORKER REINFORCING *	29.16	16.76
IRON WORKER SHEETER *	29.16	16.76
IRON WORKER STRUCTURAL *	29.16	16.76
LABORER CLASS I *	21.25	11.87
LABORER CLASS II *	20.42	11.87
LABORER CLASS III *	19.80	11.87
LATHER	26.63	14.53
MARBLE FINISHER	20.58	11.49
MARBLE SETTER	28.55	14.67
MILLWRIGHT	30.50	15.07
OPERATING ENGINEER I *	30.26	17.13
OPERATING ENGINEER II *	29.91	17.13
OPERATING ENGINEER III *	28.91	17.13
OPERATING ENGINEER IV *	21.41	17.13
PAINTER	22.06	11.10
PILEDRIVER	26.88	14.53
PLASTERER	29.36	11.44
PLUMBER/FITTER	30.39	15.61
ROOFER/HEATED COAL TAR PRODUCT	27.83	10.58
ROOFER/WATER DAMP PROOFER	26.50	10.58
SHEET METAL WORKER	26.01	17.59

WEST VIRGINIA DIVISION OF LABOR
Building Construction Wage Rates

Raleigh County
2010

CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS
SOFT FLOOR LAYER	26.63	14.53
SPRINKLER FITTER	29.60	17.60
STONE MASON	28.55	14.67
TEAMSTER CLASS A *	23.33	14.53
TEAMSTER CLASS B *	23.39	14.53
TEAMSTER CLASS C *	23.53	14.53
TEAMSTER CLASS D *	23.78	14.53
TEAMSTER CLASS E *	23.88	14.53
TEAMSTER CLASS F *	23.27	14.53
TERRAZZO -TILE FINISHER	20.58	11.49
TERRAZZO -TILE SETTER	28.55	14.67

NOTE: The allowable ratio of apprentice to journeyman employed in any craft shall not be greater than the prevailing ratio of the locality. The allowable ratio is applied on a daily basis. Contact the Federal Bureau of Apprenticeship and Training for additional information at (304) 347-5794.

* To apply the wage rates properly use Appendix I, II, III, IV and V.

APPRENTICE SCHEDULE

**Raleigh County
2010**

CRAFT	INTERVAL	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
BOILERMAKER	6 months	70	75	80	85	87.5	90	92.5	95		
BRICKLAYER	1000 hrs	50	60	70	80	90	90				
CARPENTER	Yearly	60	70	80	90						
CEMENT MASON	500 hrs	60	65	70	75	80	85	90	95		
ELECTRICIAN	Percent	40	45	50	55	70	85				
ELECTRICIAN	Hours to	1000	2000	3500	5000	6500	8000				
ELEVATOR MECHANIC	Yearly	50	55	65	70	80					
GLAZIER	1000 hrs	50	55	60	70	80	90				
INSULATOR	Yearly	50	60	70	80						
IRONWORKER	6 months	60	70	75	80	85	90				
LABORER	1000 hrs	60	70	80	90						
MARBLE SETTER	1000 hrs	50	60	70	80	90	90				
MILLWRIGHT	6 months	60	60	65	70	75	80	85	90	95	95
OPERATING ENGINEER	Yearly	75	80	85							
PAINTER	1000 hrs	50	55	60	70	80	90				
PILEDRIIVER	Yearly	60	70	80	90						
PLASTERER	500 hrs	50	55	60	65	70	75	80	85	90	95
PLUMBER & FITTER	6 months	50	55	60	65	70	75	80	85		
ROOFER	1000 hrs	49	54	59	76	79	85	95			
SHEET METAL WKR.	Yearly	45	50	60	70	80					
SPRINKLER FITTER	6 months	50	50	55	60	65	70	75	80	85	90
STONE MASON	1000 hrs	50	60	70	80	90	90				
TERRAZZO SETTER	1000 hrs	50	60	70	80	90	90				
TILE SETTER	1000 hrs	50	60	70	80	90	90				

NOTE: For Carpet Layer, Drywall Hanger, Soft Floor Layer and Lather use Carpenter Schedule

APPRENTICE RATIO: Contact Federal Bureau of Apprenticeship and Training at (304) 347-5794.

Addendum
to
Contract for Installation Services

Lowe's Home Centers, Inc.
Charleston, WV– Store # 0675

West Virginia Department of Administration
Purchasing Division
Request for Quotation Number DNR211053
Installation of Vinyl Siding and Aluminum Gutters

This Addendum is made on this 15 day of November 2010 (“Addendum”) by and between Lowe’s Companies, Inc. and its subsidiaries (“Lowe’s”) and MT STATE DOOR AND WINDOW (“Installer”) (together the “Parties”).

WHEREAS, the Parties signed an Installation Services Agreement (“Original Agreement”) dated on November 15, 2010;

WHEREAS, Lowe’s has entered into a contract (or intends to enter into a contract) with a governmental entity to provide certain products and/or services (hereinafter referred to as “Government Contract”);

WHEREAS, in order for Lowe’s to comply with the governmental entity’s legal and/or regulatory requirements with respect to the Government Contract, the governmental entity requires (or may require) Lowe’s to include certain provisions in its agreements with subcontractors who perform services related to the fulfillment of Lowe’s obligations under the Government Contract (“Subcontractor” or “Subcontractors”);

WHEREAS, Installer is considered a Subcontractor for Lowe’s under the Government Contract pursuant to applicable local, state, and/or federal laws, regulations, and/or requirements;

WHEREAS, Lowe’s has requested changes to the Original Agreement for the primary purpose of complying with the governmental entity’s requirements and ensuring Installer’s compliance with the governmental entity’s requirements; and

WHEREAS, Installer has agreed to such changes.

THEREFORE, in consideration of the foregoing and the terms of this Addendum and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to add the following provisions to the Agreement:

WAGES FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

Installer agrees to adhere to labor standard requirements established by the Davis-Bacon Act and/or West Virginia Code §21-5A for all employees used in the fulfillment of the Government Contract. Labor standard requirements include:

- **Prevailing Wage Requirement** - Installer agrees to pay the higher of the United States Department of Labor minimum wage rates as established for Raleigh County to all workmen, laborers or mechanics engaged in work under this contract as required by West Virginia Code §21-5A, and in accordance with the terms of the Government Contract.
- **Posting Requirement** – For the term of the Government Contract, Installer agrees to post a clearly legible statement of all fair minimum wage rates to be paid the several classes of skilled laborers, workmen and mechanics employed on the construction on the public improvement shall be kept posted in a prominent and easily accessible place at the site.
- **Recordkeeping Requirement** – Installer shall keep an accurate record showing the names and occupation of all such skilled laborers, workmen and mechanics employed by them, in connection with the construction on the public improvement and showing also the actual wages paid to each of the skilled laborers, workmen and mechanics, which record shall be open at all reasonable hours to the inspection of the department of labor and the public authority which let the contract, its officers and agents. Installer agrees to retain the records referenced in the preceding sentence for a minimum of three (3) years.

DOMESTIC ALUMINUM, GLASS AND STEEL IN PUBLIC WORKS PROJECTS

Installer agrees to comply with West Virginia Code §5-19 which requires every contract or subcontract in excess of \$50,000 for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works contain a provision that, if any aluminum, glass or steel products are to be supplied in the performance of the contract, or subcontract, only domestic aluminum, glass or steel products shall be supplied unless the spending officer, as defined in chapter 5A, determines, in writing, that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest or that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements. Installer agrees to furnish only steel products that have manufactured domestically.

DRUG-FREE WORKPLACE

Installer agrees to maintain a valid drug-free workplace policy which is in compliance with West Virginia Code §21-1D.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

Installer must agree to commence work on a date to be specified in a written "Notice to Proceed" of Lowe's and to fully complete the project within ninety (90) consecutive calendar days, thereafter. Installer must agree also to pay as liquidated damages, the sum of \$100.00 for each consecutive day thereafter that the project is not completed.

LAWS AND REGULATIONS

All applicable federal, state, county, and/or municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction covered by the Government Contract shall apply to the contract throughout, and they will be deemed to be included in the contract the same as through herein written out in full.

DISCRIMINATION

The Installer agrees that no person in the State, or in the United States, shall, on the grounds of race, color, sex, age, religion, ancestry, national origin, or handicap, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which the Installer receives any recompense or other consideration of value, either directly or indirectly, from the State of West Virginia, and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

SPECIFICATIONS FOR THE SIDING OF DISTRICT IV OFFICE BUILDINGS

The Government Contract consists of furnishing all the equipment, labor, and materials required for the following work:

1. Install all the vinyl siding, soffit, fascia, trim, porch ceilings, etc. required to cover all exposed wood on the existing storage/maintenance building at the District IV Beckley Office Complex.
2. Install all the vinyl siding, soffit, fascia, trim, porch ceilings, etc. required to cover all exposed wood on the existing law enforcement building at the District IV Beckley Office Complex.
3. Remove the existing gutters and install new continuous aluminum gutters on both the storage/maintenance building and the law enforcement office building at the District IV Beckley Office Complex.

All work shall be in accordance with the specifications set forth in the Government Contract.

At any time during the Term of this Agreement and for a period of three (3) years after the term of the Original Agreement, Lowe's or its designated agent will have the right to examine and audit Installer and

Installer's records with respect to any and all matters occurring within the three (3) years prior to the request that relate to Installer's compliance with its obligations under this Original Agreement.

Installer acknowledges and agrees that the descriptions of the requirements for each applicable law, regulation, or other governmental requirement are only summaries of the requirements. Installer must read each particular applicable law, regulation, or other governmental requirement to determine fully its legal obligations as a subcontractor of the Government Contract.

Except as set forth in this Addendum, all other terms and all portions of the Original Agreement will remain in full force and effect, and references in the Original Agreement to "this Agreement", "hereunder", "herein", "hereof", and words of like effect will mean the Original Agreement as modified by this Addendum. This Addendum may be executed in one or more counterparts and/or by facsimile, each of which will be deemed an original and all of which, signed counterparts taken together, will constitute one instrument.

IN WITNESS WHEREOF, the parties herein have duly executed this Addendum as of the dates set forth below:

LOWE'S COMPANIES, INC.

MT STATE DOOR AND WINDOW



By: Robert Wagner

By: Philip Howerton



Title: SVP, Specialty Sales and Store Operations Support

Title: Installer

Date: 11-15-2010

Date: 11-15-2010



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2010

PRODUCER
MARSH
100 N. TRYON STREET, SUITE 3200
CHARLOTTE, NC 28202
FAX (704) 374-8500

THIS CERTIFICATION 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.

47095 -CASUA-ONLY-10-11

INSURERS AFFORDING COVERAGE**NAIC #**

INSURED
Lowe's Companies, Inc.
and Subsidiaries
PO Box 1000
Mooresville, NC 28115

INSURER A: Self Insured	
INSURER B: National Union Fire Ins Co Pittsburgh PA	19445
INSURER C: New Hampshire Insurance Company	23841
INSURER D: Illinois National Ins Co	23817
INSURER E: Illinois Union Insurance Co	27960

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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	Self-Insured	04/01/2010	04/01/2011	EACH OCCURRENCE \$
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES(Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
B C B		AUTOMOBILE LIABILITY	CA6647501 (AOS) CA6647502 (MA) CA6647503 (VA)	04/01/2010 04/01/2010 04/01/2010	04/01/2011 04/01/2011 04/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS / UMBRELLA LIABILITY	BE27471705	04/01/2010	04/01/2011	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		DEDUCTIBLE \$				\$
		RETENTION \$				\$
C D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC020342251 (AOS) WC020342252 (WI)	04/01/2010 04/01/2010	04/01/2011 04/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) if yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B		OTHER Excess WC	XWC4880417	04/01/2010	04/01/2011	WC:Sta/EL:\$3mil; xs \$2mil SIR
E		TX Employers XS Indemnity	TNSC46242531	04/01/2010	04/01/2011	\$8mil EaOcc/Agg; xs \$2mil SIR

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

Evidence of coverage

CERTIFICATE HOLDER

ATL-001787259-05

CANCELLATION

Lowe's Companies, Inc.
and subsidiaries
PO Box 1000
Mooresville, NC 28115

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** 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
of Marsh USA Inc.
Diana Bentley

Diana Bentley

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, as Principal, and _____
of _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of _____ (\$ _____) 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

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 Oblige 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
_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

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.**

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SEE ATTACHED BID BOND
BID BOND PREPARATION INSTRUCTIONS

AGENCY _____ (A)
 RFQ/RFP# _____ (B)

- (A) WV State Agency
 (Stated on Page 1 "Spending Unit")
 Request for Quotation Number (upper
 right corner of page #1)
 - (C) Your Company Name
 - (D) City, Location of your Company
 - (E) State, Location of your Company
 - (F) Surety Corporate Name
 - (G) City, Location of Surety
 - (H) State, Location of Surety
 - (I) State of Surety Incorporation
 - (J) City of Surety Incorporation
 - (K) Minimum amount of acceptable bid
 bond is 5% of total bid. You may state
 "5% of bid" or a specific amount on
 this line in words.
 - (L) Amount of bond in figures
 - (M) Brief Description of scope of work
 - (N) Day of the month
 - (O) Month
 - (P) Year
 - (Q) Name of Corporation
 - (R) Raised Corporate Seal of Principal
 - (S) Signature of President or Vice
 President
 - (T) Title of person signing
 - (U) Raised Corporate Seal of Surety
 - (V) Corporate Name of Surety
 - (W) Signature of Attorney in Fact of the
 Surety
- NOTE: Dated, Power of Attorney with Raised
 Surety Seal must accompany this bid
 bond.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
 _____ (C) of _____ (D), _____ (E),
 as Principal, and _____ (F) of _____ (G),
 _____ (H), a corporation organized and existing under the laws
 of the State of _____ (I) with its principal office in the City of
 _____ (J), as Surety, are held and firmly bound unto The State
 of West Virginia, as Obligee, in the penal sum of _____ (K)
 (\$ _____ (L)) 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 _____ (M)

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 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 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 hereto and these presents to be signed by their proper officers,
 this _____ (N) day of _____ (O), 20 _____ (P)

Principal Corporate Seal _____ (Q)
 _____ (R) (Name of Principal)

By _____ (S)
 _____ (Must be President or
 Vice President)

_____ (T)
 _____ Title

Surety Corporate Seal _____ (U)
 _____ (V)
 _____ (Name of Surety)

_____ (W)
 _____ Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to
 transact surety insurance. Raised Corporate Seals must be affixed and a Power of
 Attorney must be attached.



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Lowe's Home Centers, Inc.
of _____, _____, as Principal, and Travelers Casualty and Surety Company of
America of Hartford, Connecticut, _____, a corporation organized and existing under the laws of the State of _____
Connecticut with its principal office in the City of Hartford as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount of Bid (\$ 5% of amount of bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Labor and Materials to install Vinyl Siding and Gutters on Two (2) Buildings at the Division of Natural Resource Office Complex at Beckley, WV

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
9th day of November, 2010

Principal Corporate Seal

LOWE'S HOME CENTERS, INC.
(Name of Principal)

By Marshall A. Gray
(Must be President or SVPT
Vice-President) Chief Risk officer

Justin M. Keene
attest (Title)

Surety Corporate Seal

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

Maryann Dark
Maryann Dark Attorney-in-Fact

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216724

Certificate No. 003897962

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Maryann Dark, and Judie M. Chisolm

of the City of Charlotte, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of May, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 12th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public



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

STATE OF _____

COUNTY OF _____, TO-WIT:

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

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

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5.**

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

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

(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.

Rev March 2009

* Please see attached Addendum A



Robert Wagner

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Lowe's Home Centers, Inc.

Authorized Signature: *Robert Wagner* Robert Wagner Date: 11-15-2010

State of North Carolina

County of Iredell, to-wit:

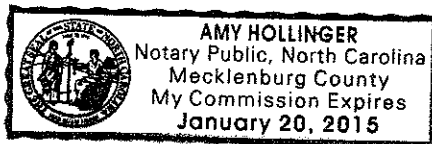
Taken, subscribed, and sworn to before me this 15 day of November, 2010.

My Commission expires January 20, 2015

AFFIX SEAL HERE

NOTARY PUBLIC

Amy Hollinger



(Handwritten initials)