



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: DEFK9023

PAGE: 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

BOGGS ROOFING, INC.
 320 West 15th Street
 P.O. Box 7455
 HUNTINGTON, WV 25776-7455

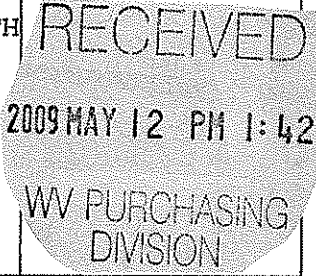
SHIP TO

DIV ENGINEERING & FACILITIES
 FIXED WING ARMY AVIATION
 TRAINING SITE - FWAATS
 1000 FIXED WING DRIVE
 BRIDGEPORT WV
 26330 304-561-6333

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/01/2009				

BID OPENING DATE: 04/23/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-66		
<p>ROOFING MAINTENANCE, REPAIR, AND INSTALLATION</p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO REPLACE THE ROOF SYSTEM AT THE BRIDGEPORT, WV ARMY NATIONAL GUARD, PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY ON-SITE PRE-BID: BRIDGEPORT FWATS 4/14/2009; 11:00 AM 1000 FIXED WING DRIVE BRIDGEPORT, WV 26330</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 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						



SIGNATURE: <i>W. Fred Boggs</i>	TELEPHONE: 304-429-4233	DATE: 5-11-09
TITLE: PRESIDENT	FEIN: 55-0703992	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 320 West 15th Street
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 HUNTINGTON, WV 25776-7455

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<p>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.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HARRISON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p>						

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AUCTION

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<p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A 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.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF</p>						

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<p>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 CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p>						

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PROPERTY AGENCY

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<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> <p>ADDENDUM NOS .</p>						
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1		✓	4/20/09			
NO. 2						
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.

W. Fred Boggs / W. Fred Boggs SIGNATURE
 Boggs Roofing, Inc. COMPANY
 5/11/09 DATE

REV. 11/96

CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *W. Fred Boggs* / W. Fred Boggs TELEPHONE: 304-429-4233 DATE: 5-11-09

TITLE: PRESIDENT FEIN: 55-0703992 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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: CONTRACTORS NAME: <i>Boggs Roofing, Inc.</i> CONTRACTORS LICENSE NO.: <i>WV 003858</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p> <p>SEE REVERSE SIDE FOR TERMS AND CONDITIONS</p>						

SIGNATURE <i>W. Fred Boggs</i>	TITLE PRESIDENT	FEIN 55-0703992	TELEPHONE 304-429-4233	DATE 5-11-09
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<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">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: JOHN ABBOTT-----</p> <p>REQ. NO.: DEFK9023-----</p> <p>BID OPENING DATE: 04/23/2009-----</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 style="padding-left: 40px;">304-429-2811-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. Fred Boggs</i>	TELEPHONE 304-429-4233	DATE 5-11-09
TITLE PRESIDENT	FERN 55-0703992	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR PROPERTY

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CONCERNING THIS QUOTE: <i>STONE ARCHIVE</i>						
***** THIS IS THE END OF RFQ DEFK9023 ***** TOTAL:						

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Fixed Wing AVN Training Site

Bridgeport, WV

PART 1 GENERAL

1.01 DESCRIPTION

A. The Bridgeport Armory is located at 1000 Fixed Wing Drive in Bridgeport, WV. Jonathan Neal, Project Manager/Coordinator, is the Owner's Representative and may be contacted regarding any questions or for a pre-bid job site inspection, phone (304)561-6550.

B. SCOPE OF WORK: BASE BID- Remove the existing MFRS on the Hanger Barrel roof to expose the existing 3" Polyiso insulation and add one layer of 1.5" Polyiso and a .060 Fully Adhered EPDM System with a 15 year total system warranty. Approximately 16,760 SF.

SCOPE OF WORK: ALTERNATE BID #1: Lower roof areas- Remove existing MFRS to expose the 4.5" Polyiso insulation. Add one layer of 1.5 Polyiso insulation and a .060 Fully Adhered EPDM System to include a 15 year total system warranty. Approximately 30,094 SF.

C. Apply the Fully Adhered Sure Seal EPDM Roofing System (**or State Approved Equal**) in conjunction with one layer of 1.5" Polyiso Insulation after tear off of the existing MFRS down to expose the existing Insulation for verification of suitable substrate as specified in this specification. The Existing roof Insulation to be reused.

1.02 EXTENT OF WORK

A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of a Sure-Seal_.060 inch thick non-reinforced EPDM membrane (**or State Approved Equal**) Fully Adhered Roofing System including flashings and insulation as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details.

B. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.

C. The roofing contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.

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- D. Any contractor who intends to submit a bid using a roofing system other than the approved manufacturer must submit for pre-qualification in writing fourteen (14) days prior to the bid date. Any contractor who fails to submit all information as requested will be subject to rejection. Bids stating "as per plans and specs" will be unacceptable.
- E. The awarded contractor must complete the extents of the contract with in 120 days of the Notice to Proceed.

1.03 SUBMITTALS

- A. Prior to starting work, the roofing contractor must submit the following:
 - 1. Shop drawings showing layout, details of construction and identification of materials.
 - 2. Sample of the manufacturer's Membrane System Warranty.
 - 3. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system and lists foremen who have received training from the manufacturer along with the dates training was received.
 - 4. Certification of the manufacturer's warranty reserve.
- B. Upon completion of the installed work, submit copies of the manufacturer's final inspection to the specifier prior to the issuance of the manufacturer's warranty.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Comply with the manufacturer's written instructions for proper material storage.
 - 1. Store materials, except membrane, between 60°F and 80°F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60°F minimum temperature before using.
 - 2. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.
- C. Insulation must be on pallets, off the ground and tightly covered with waterproof materials.
- D. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

1.05 WORK SEQUENCE

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- A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath any completed sections of the membrane system.
- B. Do not disrupt activities in occupied spaces.

1.06 USE OF THE PREMISES

- A. Before beginning work, the roofing contractor must secure approval from the building owner's representative for the following:
 - 1. Areas permitted for personnel parking.
 - 2. Access to the site.
 - 3. Areas permitted for storage of materials and debris.
 - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.
- B. Interior stairs or elevators may not be used for removing debris or delivering materials, except as authorized by the building superintendent.

1.07 EXISTING CONDITIONS

If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the owner's representative by phone and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.

1.08 PRE-CONSTRUCTION CONFERENCE

- A. A mandatory pre-bid meeting will be held at the job site.
- B. Prior to bid submittal, the roofing contractor should schedule a job site inspection to observe actual conditions and verify all dimensions on the roof. The job site inspection may occur on the day of the pre-bid meeting or prior to such a meeting. Should access to the roof be necessary before or after the pre-bid meeting, the contractor must contact the owner's representative, , Jonathan Neil at (304) 993-4098 to coordinate an appropriate time.
- C. Any conditions which are not shown on the shop drawings should be indicated on a copy of the shop drawing and included with bid submittal if necessary to clarify any conditions not shown.

1.09 TEMPORARY FACILITIES AND CONTROLS**A. Temporary Utilities:**

1. Water, power for construction purposes and lighting are available at the site and will be made available to the roofing contractor.
2. Provide all hoses, valves and connections for water from source designated by the owner when made available.
3. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.

B. Temporary Sanitary Facilities

Sanitary facilities will not be available at the job site. The roofing contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

C. Building Site:

1. The roofing contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
2. The roofing contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

D. Security:

Obey the owner's requirements for personnel identification, inspection and other security measures.

1.10 JOB SITE PROTECTION

- A. The roofing contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.

- B. During the roofing contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The roofing contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building. 14
- C. Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.
- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Take precautions to prevent drains from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains, if required. At completion, test drains to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas **where work is in progress**. Install flags or other telltales on plugs. Remove plugs each night and screen drain.
- F. Store moisture susceptible materials above ground and protect with waterproof coverings.
- G. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

1.11 SAFETY

The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the roofing contractor.** All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.12 WORKMANSHIP

- A. Applicators installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.

1.13 QUALITY ASSURANCE

- A. The EPDM membrane roofing system must achieve a UL Class A and/or Internal Building Code (IBC).
- B. The manufacturer must have a minimum of 20 years experience in the manufacturing of vulcanized thermal set sheeting.

- C. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.
- D. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing applicator shall be thoroughly experienced and upon request be able to provide evidence of having at least five (5) years successful experience installing single-ply EPDM roofing systems and having installed at least one (1) roofing application or several similar systems of equal or greater size within one year.
- E. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times roofing work is in progress.
- F. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the specifier's consideration.
- G. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to determine whether or not corrective work will be required before the warranty will be issued. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.

1.14 JOB CONDITIONS, CAUTIONS AND WARNINGS

Refer to Carlisle's Design "A" Fully Adhered Roofing System specification, Part II - Application, for General Job Site Considerations.

- A. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.
- B. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.
- C. When loading materials onto the roof, the Carlisle Authorized Roofing Applicator must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.
- D. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.

- E. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage. 16
- F. Provide protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters.
- G. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
- H. New roofing shall be complete and weathertight at the end of the work day.
- I. Contaminants such as grease, fats and oils shall not be allowed to come in direct contact with the roofing membrane.

1.15 WARRANTY

- A. Provide manufacturer's 15 Year Total System Warranty covering both labor and material with no dollar limitation. The maximum wind speed coverage shall be peak gusts of 55 mph measured at 10 meters above ground level. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage.
- B. Pro-rated System Warranties shall not be accepted.
- C. Evidence of the manufacturer's warranty reserve shall be included as part of the project submittals for the specifier's approval.

PART 2 PRODUCTS

2.01 GENERAL

- A. All components of the specified roofing system shall be products of Carlisle SynTec Incorporated or accepted by Carlisle as compatible.
- B. Unless otherwise approved by the specifier and accepted by the membrane manufacturer, all products (including insulation, fasteners, fastening plates and edgings) must be **manufactured and supplied** by the roofing system manufacturer and covered by the warranty.

2.02 MEMBRANE

Furnish Sure-Seal .060 inch thick non-reinforced EPDM (Ethylene, Propylene, Diene Terpolymer) in the largest sheet possible. The membrane shall conform to the minimum physical properties of ASTM D4637. When a 10 foot wide membrane is to be used, the membrane shall be manufactured in a single panel with no factory splices to reduce splice intersections. Sure-Seal .060" thick non-reinforced membrane is available with pre-applied splice tape.

2.03 INSULATION/UNDERLAYMENT

- A. When applicable, insulation shall be installed in multiple layers. The first and second layer of insulation shall be mechanically fastened or adhered to the substrate in accordance with the manufacturer's published specifications.
- B. Insulation shall be Sure-Seal Polyiso 1.5" as supplied by Carlisle SynTec Incorporated. Minimum R-value required is LTTR of 9.

2.04 ADHESIVES AND CLEANERS

All products shall be furnished by Carlisle and specifically formulated for the intended purpose.

- A. Bonding Adhesive: Sure-Seal 90-8-30A
- B. Splicing Cement: Sure-Seal EP-95 Splicing Cement
- C. Splice Tape and Primer: Sure-Seal SecurTAPE and HP-250 or LV-600 Primer
- D. Cleaning Solvent: Sure-Seal Splice Cleaner or Sure-Seal Weathered Membrane Cleaner.
- E. Internal seam sealant: Sure-Seal In-Seam Sealant (used with adhesive splices only)
- F. External seam sealant: Sure-Seal Lap Sealant
- G. Sealer: Sure-Seal Pourable Sealer
- H. Insulation adhesive: Sure-Seal FAST Adhesive

2.05 FASTENERS AND PLATES

To be used for mechanical attachment of insulation and to provide additional membrane securement:

- A. **HP Fasteners:** A threaded, black epoxy electro-deposition coated fastener used with steel and wood roof decks.

- B. **Pre-Assembled ASAP Fasteners:** A pre-assembled 3" diameter Plastic Plate and standard phillips head fastener used for insulation attachment into steel or wood decks. Installed using Olympic Fastening Tools. 18
- C. **InsulFast Fasteners:** A threaded #12 fastener with #3 phillips head used for insulation attachment into steel or wood decks.
- D. **HP Term Bar Nail-Ins:** A 1-1/4" long expansion anchor with a zinc plated steel drive pin used for fastening the Sure-Seal Termination Bar or Seam Fastening Plates to concrete, brick, or block walls.
- E. **Insulation Fastening Plates:** A 3 inch diameter FM approved metal plate used for insulation attachment.
- F. **Seam Fastening Plates:** A 2 inch diameter FM approved metal plate used in conjunction with RUSS or with EPDM membrane for membrane securement.
- G. **RUSS (Reinforced Universal Securement Strip):** A 6 or 9 inch wide, 100 foot long strip of Sure-Seal reinforced EPDM membrane.

The **6 inch wide RUSS** shall be utilized horizontally or vertically (in conjunction with Seam Fastening Plates) below the EPDM membrane for additional membrane securement.

The **9 inch wide RUSS** shall be utilized in conjunction with metal edgings to allow the continuation of the EPDM deck membrane as flashing in accordance with Carlisle details.

2.06 METAL EDGING AND MEMBRANE TERMINATIONS

- A. **Sure-Seal Termination Bar:** a 1 inch wide and .098 inch thick extruded aluminum bar pre-punched 6 inches on center; incorporates a sealant ledge to support Lap Sealant and provide increased stability for membrane terminations.

2.07 WALKWAYS

Protective surfacing for roof traffic shall be Sure-Seal Walkway Pads (30" x 30" molded black rubber with factory rounded corners) adhered to the EPDM membrane roof with Splicing Cement or Splice Tape.

2.08 OTHER MATERIALS

- A. **Metal Fascia:** Shop fabricate from 24 Gauge prefinished Kynar flat stock with full cleat attachment and no exposed fasteners. Match size and profile of existing.
- B. **Metal Edging:** Shop fabricate from 24 Gauge prefinished Kynar flat stock with full cleat attachment and with no exposed fasteners. Match size and profile of existing.

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, jobsite considerations and weather restrictions.
- B. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

3.02 INSULATION PLACEMENT

- A. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints both horizontally and vertically if multiple layers are provided.
- B. Secure insulation to the substrate with the required mechanical fasteners or FAST Adhesive in accordance with the manufacturer's specifications.

3.03 MEMBRANE PLACEMENT AND BONDING

- A. Unroll and position membrane without stretching. Allow the membrane to relax for approximately 1/2 hour before bonding. Fold the sheet back onto itself so half the underside of the membrane is exposed.
- B. Apply the Bonding Adhesive in accordance with the manufacturer's published instructions, to both the underside of the membrane and the substrate. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
 - 1. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded half of the membrane sheet with a soft bristle push broom to achieve maximum contact.
 - 2. Fold back the unbonded half of the membrane sheet and repeat the bonding procedure.
- C. Install adjoining membrane sheets in the same manner, overlapping edges approximately 4 inches. Do not apply bonding adhesive to the splice area.

3.04 MEMBRANE SPLICING (6" Adhesive Splice)

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- A. Fold the top sheet back and clean the dry splice area (minimum 3 inches wide) of both membrane sheets by scrubbing with clean natural fiber rags saturated with Splice Cleaner or HP-250 Primer. When using Sure-Seal (black) PRE-KLEENED membrane, cleaning the splice area is not required unless contaminated with field dirt or other residue.
- B. Apply Splicing Cement and In-Seam Sealant in accordance with the manufacturer's specifications and roll the top sheet onto the mating surface.
- C. Roll the splice with a 2 inch wide steel roller and wait at least 2 hours before applying Lap Sealant to the splice edge following the manufacturer's requirements.
- D. Field splices without In-Seam Sealant must be overlaid with uncured flashing.

3.05 MEMBRANE SPLICING (6" Tape Splice)

- A. Overlap adjacent sheets and mark a line 1/2 inch out from the top sheet.
- B. Fold the top sheet back and clean the dry splice area (minimum 5-1/2 inches wide) of both membrane sheets with Sure-Seal Primer as required by the membrane manufacturer.
- C. Where Splice Tape is not pre-applied, apply Splice Tape to bottom sheet with the edge of the release film along the marked line. Press tape onto the sheet using hand pressure. Overlap tape roll ends a minimum of 1 inch.
- D. Remove the release film and press the top sheet onto the tape using hand pressure.
- E. Roll the seam toward the splice edge with a 2 inch wide steel roller.
- F. Install a 6 inch wide section of Pressure-Sensitive Flashing or Elastoform Flashing over all field splice intersections and seal edges of flashing with Lap Sealant.
- G. The use of Lap Sealant with tape splices is optional except at tape overlaps and cut edges of reinforced membrane where Lap Sealant is required.

3.06 FLASHING

- A. Wall and curb flashing shall be cured EPDM membrane. Continue the deck membrane as wall flashing where practicable.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

3.07 WALKWAYS

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified on the specifier's drawing.

- B. Adhere walkways pads to the EPDM membrane in accordance with the manufacturer's specifications.

3.08 DAILY SEAL

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.
- B. Use Sure-Seal Pourable Sealer or other acceptable membrane seal in accordance with the manufacturer's requirements.

3.09 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

END OF SPECIFICATION

STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET

BID FORM

BIDDER: BOGGS ROOFING, INC.

TO: STATE OF WV

BID FOR: DEFK9023

BOGGS ROOFING, INC.
320 West 15th Street
P.O. Box 7455
HUNTINGTON, WV 25776-7455

THE UNDERSIGNED HAVING EXAMINED THE SPECIFICATIONS, INCLUDING THE INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS AND GENERAL REQUIREMENTS AND BEING FAMILIAR WITH ALL CONDITIONS AFFECTING THIS PROPOSED PROJECT, HEREBY PROPOSES TO FURNISH ALL LABOR, MATERIAL, TOOLS, EQUIPMENT, UTILITIES, TRANSPORTATION AND OTHER FACILITIES AND SERVICES NECESSARY TO PERFORM AND COMPLETE THE WORK INDICATED FOR THIS PROJECT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS FOR THE SUMS AND UNDER THE CONDITIONS AS FOLLOWS.

A. BASE BID: THE UNDERSIGNED AGREES TO THE PERFORMANCE OF THE WORK AS STATED FOR THE ROOF REPLACEMENT AT THE FIXED WING AVN TRAINING SITE FOR THE FOLLOWING BASE BID SUM

(PROVIDE THE AMOUNTS IN BOTH WORDS AND FIGURES; THE AMOUNT IN WORDS GOVERNS IN THE EVENT OF DISCREPANCIES);

Seventy Two Thousand Three Hundred Forty-Five DOLLARS (\$ 72,345.00)

COST PER SQUARE FOOT FOR REPLACEMENT OF 3" INSULATION.

(PROVIDE THE AMOUNTS IN BOTH WORDS AND FIGURES; THE AMOUNT IN WORDS GOVERNS IN THE EVENT OF DISCREPANCIES);

FIVE DOLLARS (\$ 5.00)

B. ALT #1 BID: THE UNDERSIGNED AGREES TO THE PERFORMANCE OF THE WORK AS STATED FOR THE ROOF REPLACEMENT AT THE FIXED WING AVN TRAINING SITE FOR THE FOLLOWING BASE BID SUM

(PROVIDE THE AMOUNTS IN BOTH WORDS AND FIGURES; THE AMOUNT IN WORDS GOVERNS IN THE EVENT OF DISCREPANCIES);

Eighty Three Thousand Eight Hundred Eighty DOLLARS (\$ 83,880.00)

COST PER SQUARE FOOT FOR REPLACEMENT OF 4.5" INSULATION.

(PROVIDE THE AMOUNTS IN BOTH WORDS AND FIGURES; THE AMOUNT IN WORDS GOVERNS IN THE EVENT OF DISCREPANCIES);

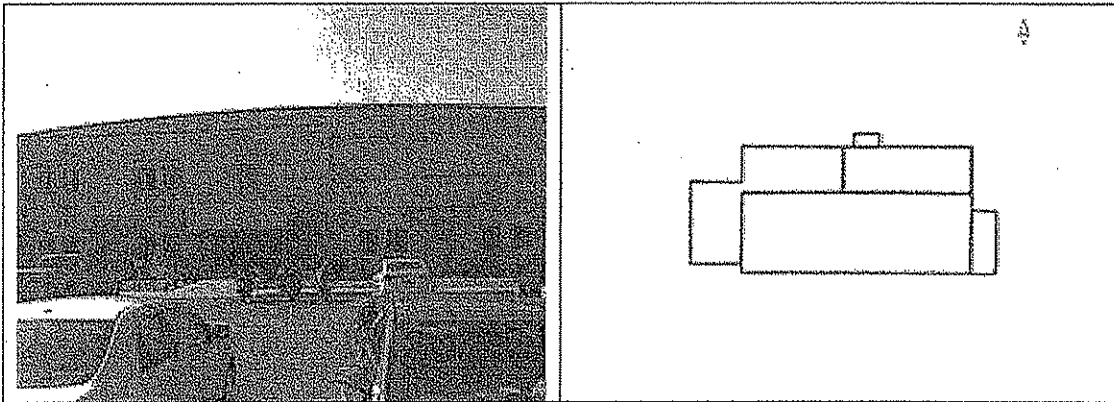
SEVEN ⁵⁰/₁₀₀ DOLLARS (\$ 7.50)
SEVEN DOLLARS FIFTY CENTS

W. Fred Boggs / W. Fred Boggs
5-11-09

Condition Assessment Report

Prepared by:

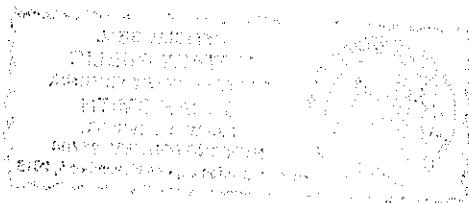
Lenny Barker
618 5th Street W
Huntington, WV 25701



Fixed Wing ARNG Training Site
1000 Fixed Wing Drive
Bridgeport, WV 26330

Inspection Date: Monday, March 16, 2009

Report Date: Monday, March 23, 2009





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

STATE OF WV

COUNTY OF COBELL, TO-WIT:

I, W. FRED BOGGS, after being first duly sworn, depose and state as follows:

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

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

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

BOGGS ROOFING, INC.
(Company Name)

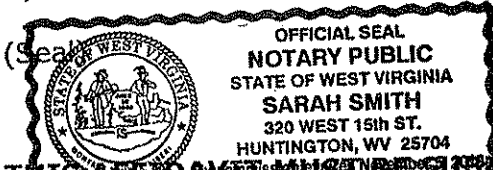
By: [Signature] W. FRED BOGGS

Title: PRESIDENT

Date: 5/11/09

Taken, subscribed and sworn to before me this 11th day of May.

By Commission expires November 5, 2018



[Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Boggs Roofing, Inc.
of PO Box 7455, Huntington, WV 25776, as Principal, and Western Surety Company
of U.S. Steel Tower, 600 Grant Street, Suite 500, Pittsburgh, PA a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Project Number DEFK9023, Roof Replacement at the Bridgeport Army National Guard, FWATS, in Harrison County, WV, in accordance with plans and specifications.

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 15th day of April, 2009.

Principal Corporate Seal

Boggs Roofing, Inc.
(Name of Principal)
By *Pamela Boggs*
Pam Boggs (Must be President or Vice President)
Vice President
(Title)

Surety Corporate Seal

Western Surety Company
(Name of Surety)
Sheila McCormick
Sheila McCormick Attorney-in-Fact

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Ross E Johnson, Beverly A Holstine, Kathryn K Arthur, Sheila Mc Cormick, Individually

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 25th day of April, 2008.

WESTERN SURETY COMPANY



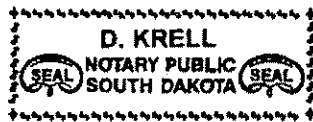
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of April, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of April 2009.



WESTERN SURETY COMPANY

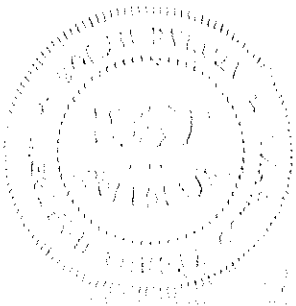
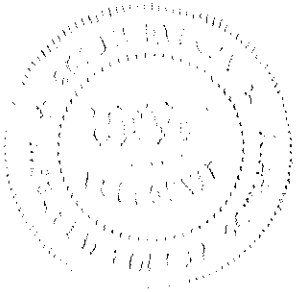
L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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>.

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.

Vendor's Name: Boggs Rodding, Inc.
Authorized Signature: [Signature] / W. Fred Boggs Date: 5-11-09