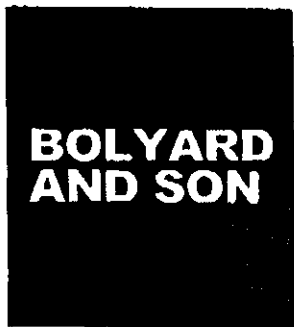


CHARLES E BOLYARD AND SON INC  
 125 EAST HIGH ST ROOM D  
 KINGWOOD ,WV 26537  
 PHONE 304-329-1330  
 FAX 304-329-1571  
 E-MAIL cebsinc@verizon.net



# Fax

To: <u>Buyer 32</u>	From: <u>DWB</u>
Fax: <u>304-558-3970</u>	Pages: <u>17</u>
Phone: <u>304-558-2544</u>	Date: <u>8/24/2010</u>
Re: <u>DEFK 11006</u>	CC:

Urgent     For Review     Please Comment     Please Reply     Please Recycle

### **Sealed Bid Enclosed**

RFQ Number:	<u>DEFK 11006</u>
Buyer:	<u>32</u>
Bid Opening Date:	<u>8/24/10</u>
Bid Opening Time:	<u>1:30 pm</u>

### **Mail To:**

WV PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 PO BOX 50130  
 CHARLESTON WV 25305-0130

RECEIVED  
 2010 AUG 24 A 11:56  
 PURCHASING DIVISION  
 STATE OF WV



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

**Request for  
 Quotation**

RFQ NUMBER
DEFK11006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32 304-558-2544

RFQ COPY  
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**Charles Bolyard & Son, Inc.**  
 125 East High Street  
 Kingwood, WV 26537

DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION

1707 COONSKIN DRIVE  
 CHARLESTON, WV  
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2010				

BID OPENING DATE: 08/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		\$ 120,000.00
<p>GENERAL CONSTRUCTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA ARMY NATIONAL GUARD, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO PROVIDE ELECTRICAL UPGRADES THE ARMY NATIONAL GUARD'S FMS #4 FACILITY IN KINGWOOD, WV PER THE ATTACHEED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 08/05/10 AT 1:00 PM SIGN IN WILL BEGIN AT THE GATE AT 12:30 PM AND END AT INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR 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 INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-329-1330	8/24/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESEDANT	55-0623299	

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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**Request for  
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RFQ NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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**Charles Bolyard & Son, Inc.**  
 125 East High Street  
 Kingwood, WV 26537

DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION

1707 COONSKIN DRIVE  
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 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2010				
BID OPENING DATE: 08/24/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 VE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115 DEADLINE FOR TECHNICAL QUESTIONS IS 08/11/2010 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 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE THE NOTICE TO PROCEED IN WRITING.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>D.O.W. Blyard</i>	304-329-1830	8/24/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Proc	55-0623294	

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



State of West Virginia  
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**Request for Quotation**

RFQ NUMBER
DEFK11006

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32 304-558-2544

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Charles Bolyard & Son, Inc.  
 125 East High Street  
 Kingwood, WV 26537

DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION

1707 COONSKIN DRIVE  
 CHARLESTON, WV  
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2010				

BID OPENING DATE: 08/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL</p>						

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SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-329-1330	8/24/10

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Perez</i>	55-0623294	

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**Request for  
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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Charles Bolyard & Son, Inc.  
 125 East High Street  
 Kingwood, WV 26537

DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION

1707 COONSKIN DRIVE  
 CHARLESTON, WV  
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2010				
BID OPENING DATE: 08/24/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>( ) 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 &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM, GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>A. O. W. BLO</i>	304-329-1330	8/24/10
TITLE	FBI#	ADDRESS CHANGES TO BE NOTED ABOVE
Pres	55-0623294	

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**Request for Quotation**

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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Charles Bolyard & Son, Inc.  
 125 East High Street  
 Kingwood, WV 26537

SHIP TO

DIV ENGINEERING & FACILITIES  
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1707 COONSKIN DRIVE  
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 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE *D. O. W. Bolyard*  
 TITLE *Pres*

TELEPHONE  
 304-329-1330

DATE  
 8/24/10

55-0623294

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'  
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State of West Virginia  
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**Request for Quotation**

RFQ NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32 304-558-2544

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Charles Bolyard & Son, Inc.  
 125 East High Street  
 Kingwood, WV 26537

DIV ENGINEERING & FACILITIES  
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 CHARLESTON, WV  
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2010				
BID OPENING DATE: 08/24/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.: NONE RECEIVED</p> <p>NO. 1 .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *D. O. W. Bolyard*  
 TITLE *Pres*

TELEPHONE *304-329-1330*

DATE *8/24/10*

FEIN *55-0623294*

WHEN RESPONDING TO RFQ; INSERT NAME AND ADDRESS IN SPACE ABOVE LARGELY ENLARGED

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State of West Virginia  
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### Request for Quotation

RFQ NUMBER  
**DEFK11006**

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 32  
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TYPE NAME/ADDRESS HERE

**Charles Bolyard & Son, Inc.**  
125 East High Street  
Kingwood, WV 26537

**DIV ENGINEERING & FACILITIES  
ARMORY BOARD SECTION**

**1707 COONSKIN DRIVE  
CHARLESTON, WV  
25311-1099 304-341-6368**

DATE PRINTED <b>07/13/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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.

.....*Charles E. Bolyard*.....SIGNATURE  
 .....**CHARLES E. BOLYARD & SON, INC.**.....COMPANY  
 .....**8/24/10**.....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 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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Charles E. Bolyard</i>	TELEPHONE <b>304-329-1330</b>	DATE <b>8/24/10</b>
TITLE <i>Pres</i>	FEIN <b>55-0623294</b>	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  
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**Request for  
 Quotation**

RFO NUMBER
DEFK11006

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8

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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Charles Bolyard & Son, Inc.  
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DIV ENGINEERING & FACILITIES  
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BID OPENING DATE: 08/24/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.  WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.  BIDDER TO COMPLETE:  CONTRACTORS NAME: <i>Charles E. Bolyard &amp; Son, Inc.</i>  CONTRACTORS LICENSE NO.: <i>WV005005</i>  THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT  APPLICABLE LAW  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.  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.  BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. Bolyard</i>	TELEPHONE 304-329-1330	DATE 8/24/10
TITLE <i>Pres</i>	FEIN 55-0623294	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  
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**Request for Quotation**

RFC NUMBER  
**DEFK11006**

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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**304-558-2544**

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Charles Bolyard & Son, Inc.  
 125 East High Street  
 Kingwood, WV 26537

**DIV ENGINEERING & FACILITIES**  
**ARMORY BOARD SECTION**  
  
**1707 COONSKIN DRIVE**  
**CHARLESTON, WV**  
**25311-1099 304-341-6368**

DATE PRINTED <b>07/13/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 5/2009					
<p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION</b>  <b>PURCHASING DIVISION</b>  <b>BUILDING 15</b>  <b>2019 WASHINGTON STREET, EAST</b>  <b>CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: 44</b></p> <p><b>REQ. NO.: DEFK11006</b></p> <p><b>BID OPENING DATE: 08/24/2010</b></p> <p><b>BID OPENING TIME: 1:30 PM</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b>  <b>304-329-1571</b></p> <p><b>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</b>  <b>BELLY BOLYARD</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE [Signature] TELEPHONE **304-329-1330** DATE **8/24/10**

TITLE **Pres** FEIN **55-0623294** ADDRESS CHANGES TO BE NOTED ABOVE

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

Charles Bolyard & Son, Inc.  
125 East High Street  
Kingwood, WV 26537

WV-30A (Rev. 01/01/07)

STATE OF WEST VIRGINIA  
**PURCHASE CONTINUATION SHEET**

Vendor: CHARLES E. BOLYARD & SON INC

Buyer:		Requisition or P.O. No.:
FW		DEFK 11006
Spending Unit:		

The scope of work for this project is to provide an electrical upgrade for the West Virginia Army National Guard's FMS #4 Facility. Location of project shall be at the West Virginia Army National Guard's FMS # 4 Facility in Kingwood West Virginia. Work shall be completed within 180 calendar days of the notice to proceed date. A mandatory on-site pre-bid meeting will be held in which failure to attend will result in ineligibility of the bidding process. The project manager for this project shall be Jonathan Neal at 304-561-6550.

Awarded contractor shall be responsible for all coordination between all parties involved in the project including, but not limited to: sub-contractors and manufactures. No persons outside of the awarded contractor shall contact nor direct anyone else to contact the West Virginia Army National Guard. All coordination and information shall move through the awarded contractor and project manager.

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

This project is subject to prevailing wage.

Liquidated damages apply to this project. In case of failure on the part of the contractor to complete the work within the time fixed on the contract or any extensions thereof, the contractor shall pay to the State as liquidated damages in the sum of:

- \$200.00 (two hundred dollars) for each day of delay, plus a one time cost of
- \$500.00 (Five hundred dollars) for the Staff Judge Advocate Review and contract modification.

The contractor shall obtain any required permits for construction at the contractor's expense.

Disposal of demo items and associated trash shall be, off site at contractor's expense.

Hours of work shall be Monday through Fridays between the hours of 07:30 am to 16:00 pm. No weekend or holiday work will be permitted.

Contractor shall provide a list, to the project manager, of all persons that will be on Camp Dawson Property. As an attachment to this list the contractor shall provide a copy of each person's identification (driver's license or non-drivers license). A list of all vehicles that will be brought on Camp Dawson Property shall be provided to the project manager with detail of: make, model, license plate number. Contractor shall specify in writing who will be the supervisor on site, and for the contract. The contractor shall be permitted to appoint two (2) persons as an onsite supervisor. Their contact information shall be provided to the project manager before work begins. No work shall be performed without at least one of the onsite supervisors being present.

In the event that the project manager would change, the West Virginia Army National Guard will notify the awarded contractor in writing.

This project shall be performed within the following requirements:

Contractor shall demo existing (75 KVA) transformer, and provide it to Camp Dawson, Post Engineering.

Contractor shall provide and install a new FBO (300 KVA) transformer and all associated parts and fasteners.

Contractor shall provide and install new 15 KV 12 A fuses for the (300 KVA) transformer.

Contractor shall provide and install new 15 KV service wire to connect to the new service transformer.

Charles Bolyard & Son, Inc.  
125 East High Street  
Kingwood, WV 26537

WV-3A (Rev. 01/01/07)

STATE OF WEST VIRGINIA  
**PURCHASE CONTINUATION SHEET**

Vendor: CHARLES E. BOLYARD & SON INC.

Buyer:		Requisition or P.O. No.:
FW		DEFK 11006
Spending Unit:		

Contractor is responsible for the demo of the asphalt parking lot and concrete sidewalk, in route of the underground service. The contractor shall provide all excavation for the new 400A service feed. Asphalt pavement shall be saw cut and removed. Saw line shall be made in straight lines only. Sidewalk demo shall be to the nearest expansion joint. The sidewalk that is disturbed shall be removed in its entirety. Sidewalk patching is unacceptable. Asphalt pavement patching is to be performed with cast in place concrete. The trench shall be prepared by proper pipe bedding, compacted and filled to match existing asphalt. Edges of patching and saw line shall be sealed with caulking. Sidewalks shall be cast in place, and match existing. Sidewalks shall be poured up to the expansion joint from which was removed. Contractor is to provide all materials and labor for this work.

The underground conduit shall be 4" SCH40 PVC from the new transformer to the building wall (service demarcation point). At which point shall be transition to 4" GRC conduit to above ground. Contractor shall provide all conduits, labor and all associated parts needed to complete work.

Contractor shall provide and install new 400A meter socket.

Contractor shall provide and install new #500MCM wire for the new 400A electrical service.

Contractor shall provide and install service ground at the transformer and at the meter socket location. Grounding at the transformer will consist of a triad grounding loop with (3) 3/4" X 10' CU ground rods. Grounding at the meter socket will consist of (2) 3/4" X 10' CU ground rods.

Contractor shall demo all electrical circuitry in the existing MDP 200A switchboard and remove the switch board. Existing switchboard shall be provided to Camp Dawson Post Engineering.

Contractor shall provide and install new 400A MCB panel board.

Contractor shall reconnect all existing circuitry in the new panel board. Contractor shall provide all associated parts, materials and labor necessary to make all re-connections. NOTE: It is acceptable for any circuitry that is short on length to be spliced in the panel interior. In the event that a circuit cannot be spliced in the panel interior, new wire shall be pulled for the circuit, and connections made on both ends.

Contractor is responsible for providing all, tools, equipment, materials and labor to perform the above work.

AMOUNT BID - \$120,000.00

WORDS - ONE HUNDRED TWENTY THOUSAND DOLLARS AND 00/100

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

Bond No. 70983955

**KNOW ALL MEN BY THESE PRESENTS**, that we Charles E. Bolyard & Son, Inc., 125 East High Street, Kingwood, WV 26537

as Principal, hereinafter called the Principal, and Western Surety Company, P.O. Box 5077, Sioux Falls, SD 57117

a corporation duly organized under the laws of the State of South Dakota as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Virginia, Purchasing Department, 2019 Washington Street East, PO Box 60130, Charleston, WV 25305

as Oblige, hereinafter called the Oblige, in the sum of 5% of Bid Amount Dollars (\$ 5% of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for Electrical Upgrade for the West Virginia Army National Guard's FMS #4 Facility

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24<sup>th</sup> day of August, 2010

*Armita H Bolyard*  
(Witness)

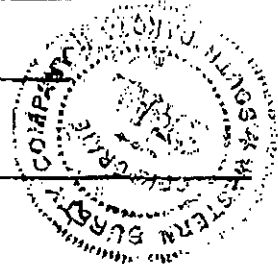
Charles E. Bolyard & Son, Inc.  
Principal

*D. W. BLO* PRESIDENT  
(Signature/Title)

*[Signature]*  
(Witness)

Western Surety Company  
Surety

*[Signature]*  
John D. Weisbrot, Attorney-In-Fact



# POWER OF ATTORNEY

Know All Men by These Presents:

(Irrevocable)

No. SP-

43388551

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

TWO authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
JOHN D WEISBROT	PATRICIA A TINSMAN

in the City of PIERSVILLE, State of PENNSYLVANIA, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

**ONE CONTRACT SURETY; BID, PERFORMANCE AND PAYMENT BOND, UNDERTAKING, OR OTHER OBLIGATORY INSTRUMENT OF A SIMILAR NATURE IN AMOUNTS NOT EXCEEDING ONE MILLION AND NO/100 DOLLARS (\*\*1,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of JUNE 30 2015, but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in effect. The 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, 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, 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 signature and 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.

The total amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, loan or assignment signed by the Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Treasurer, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with its corporate seal affixed this 11th day of December, 2006.

**WESTERN SURETY COMPANY**

By

*Paul T. Bruffet*  
Senior Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA }

On this 11th day of December, in the year 2006

appeared Paul T. Bruffet, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



*D. Krell*

Notary Public, South Dakota

My Commission Expires November 20, 2012

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is a true and correct copy of the original and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company so set forth in the Power of Attorney, now a true and correct copy of the same, is in conformity with said By-Laws.

In testimony whereof, I have hereunto set my hand and the seal of Western Surety Company this 11th day of December, 2006.

**\*IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.**

By

*Paul T. Bruffet*  
Senior Vice President



NOTICE: This border must be BLUE. If it is not BLUE, this is not a certified copy.

**WESTERN SURETY COMPANY**  
Stour Falls, South Dakota  
Statement of Condition and Affairs  
December 31, 2009

**ASSETS**

Bonds	
Stocks	\$1,193,435,614
Cash and short-term investments	22,759,271
Uncollected premiums and agents' balances	29,157,255
Amounts recoverable from reinsurers	33,002,353
Funds held by or deposited with reinsured companies	(3,057,290)
Net deferred tax asset	26,355,884
Electronic data processing equipment and software	19,445,837
Investment income due and accrued	3,117,199
Other assets	15,587,378
<b>Total Assets</b>	<b><u>2,217,560</u></b>
	<b><u>\$1,342,021,061</u></b>

**LIABILITIES AND SURPLUS**

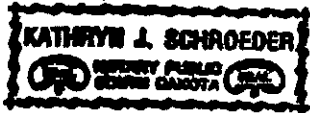
Losses	
Loss adjustment expense	\$269,022,299
Contingent and other commissions payable	70,589,857
Other expenses	5,229,781
Taxes, licenses and fees	29,445,697
Federal and foreign income taxes payable	2,337,499
Unearned premiums	13,593,490
Retroactive reinsurance reserve assumed	241,078,902
Other liabilities	11,093,043
<b>Total Liabilities</b>	<b><u>20,328,654</u></b>
	<b>662,719,222</b>

**Surplus Account:**

Capital paid up	\$4,000,000
Gross paid in and contributed surplus	176,435,232
Unassigned funds	<u>498,866,607</u>

Total Surplus as regards policyholders **\$679,301,839**  
**\$1,342,021,061**

I, Philip E. Lundy, Vice President and Treasurer of Western Surety Company hereby certify that the above is a true and correct copy of the financial statement of the Company dated December 31, 2009, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



Western Surety Company

By Philip E. Lundy  
Vice President, Treasurer

Subscribed and sworn to me this 10th day of March, 2010.

My commission expires:

KATHRYN J. SCHROEDER  
My Commission Expires 7-21-2015

Kathryn J. Schroeder  
Notary Public



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

STATE OF WEST VIRGINIA

COUNTY OF PRESTON, TO-WIT:

I, DAVID W. BOLYARD, after being first duly sworn, depose and state as follows:

- 1. I am an employee of CHARLES E. BOLYARD + SON INC; and,  
(Company Name)
- 2. I do hereby attest that CHARLES E. BOLYARD + SON 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.

CHARLES E. BOLYARD + SON INC  
(Company Name)

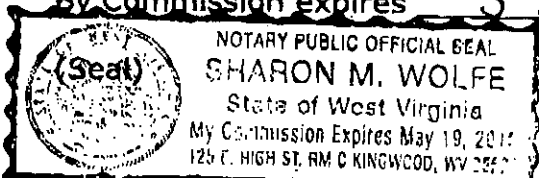
By: D W. Blyard

Title: PRESTON

Date: 8/24/10

Taken, subscribed and sworn to before me this 24 day of Aug, 2010

By Commission expires 5-19-2018



Sharon M Wolfe  
(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.**



Charles Bolyard & Son, Inc.  
125 East High Street  
Kingwood, WV 26537

RFQ No. DEFK 11006

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: Charles E. Bolyard & Son, Inc.

Authorized Signature: [Signature] Date: 8/24/10

State of WV

County of Preston, to-wit:

Taken, subscribed, and sworn to before me this 24 day of Aug, 2010.

My Commission expires 5-19-2018, 20  .

NOTARY PUBLIC [Signature]

