



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
DEFK11013

PAGE
1

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

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*Hayslett Construction Co INC
 PO Box 447
 Hurricane, WV 25526*

SHIP TO

**DIV ENGINEERING & FACILITIES
 JOBSITE
 SEE SPECIFICATIONS**

709042442

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
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| 08/11/2010 | | | | |

BID OPENING DATE: **09/14/2010** BID OPENING TIME **01:30PM**

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| <p>BUILDING CONSTRUCTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA ARMY NATIONAL GUARD, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE ALL LABOR AND MATERIALS FOR THE ADDITIONS AND RENOVATIONS TO THE SAINT ALBANS ARMORY IN KANAWHA CO. WV, PER THE FOLLOWING BID REQUIREMENTS, TERMS & CONDITIONS, SCOPE OF WORK, AND THE PLANS AND SPECIFICATIONS AS DEVELOPED BY JERRY GOFF ARCHITECTURE.</p> <p>PLANS AND SPECIFICATIONS ARE AVAILABLE TO GENERAL CONTRACTORS UPON A DEPOSIT OF \$150.00 PER SET, MAXIMUM (2) SETS. DEPOSITS WILL BE REFUNDED UPON RETURN OF DOCUMENTS IN GOOD CONDITION WITHIN (10) DAYS AFTER THE BID OPENING, OTHERWISE NO MONEY WILL BE REFUNDED. IF BID DOCUMENTS ARE TO BE MAILED TO BIDDERS, A SEPARATE NON-REFUNDABLE CHECK WILL BE REQUIRED IN THE AMOUNT OF \$25.00 PER SET, TO COVER POSTAGE & HANDLING. CHECKS ARE TO BE MADE PAYABLE TO JERRY GOFF, AIA.</p> <p>PLEASE CALL JERRY GOFF, AIA @ 304.722.3379 TO REQUEST BID DOCUMENTS.</p> <p style="text-align: center;">MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD 08/24/10 AT 10:30 AM IN THE ARMORY AT 610 DAME ST., ST ALBANS, WV 25177. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY</p> | | | | | | |

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 DIVISION

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| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE <i>W. Howard Hayslett</i> | TELEPHONE <i>304-757-9348</i> | DATE <i>9-14-2010</i> | |
| TITLE <i>President</i> | FEIN <i>55-051-9924</i> | 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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| <p>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 MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>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</p> | | | | | | |

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| <p>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 360 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <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 WAG RATES AS ESTABLISHED FOR KANAWHA 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</p> | | | | | | |

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| <p>ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A 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 ACCEPCTABLE 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,</p> | | | | | | |

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| <p>ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS 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>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> | | | | | | |

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| 1. | | | | | | |
| <p>EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED I THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROAD OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> | | | | | | |

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| | | | | <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR</p> | | |

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| <p>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> <p>NO. 1 ✓ 9-7-2010</p> <p>NO. 2</p> <p>NO. 3</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--|---------------------------|-----------------------------------|
| SIGNATURE <i>Walter D. Hayslett</i> | TELEPHONE 304-757-9348 | DATE 9-14-2010 |
| TITLE <i>Pres. dot</i> | FEIN 55-051-9924 | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| DEFK11013 |

| |
|------|
| PAGE |
| 9 |

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

SUBJECT

SHIP TO

DIV ENGINEERING & FACILITIES
 JOBSITE
 SEE SPECIFICATIONS

| | | | | |
|--------------|---------------|----------|-----|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
| 08/11/2010 | | | | |

BID OPENING DATE: 09/14/2010 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-------|--------|-------------|------------|--------|
| NO. 4 | | | | | | |
| NO. 5 | | | | | | |
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|------------------------|--------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| <i>Walter D. Hyatt</i> | 304-757-9348 | 9-14-2010 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| <i>President</i> | 55-0519924 | |

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



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

Request for Quotation

REQ NUMBER
 DEFK11013

PAGE
 10

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES
 JOBSITE
 SEE SPECIFICATIONS

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 08/11/2010 | | | | |

BID OPENING DATE: 09/14/2010 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UCP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p>PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Hayslett Construction Co Inc</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 000205</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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Walter J. Hayslett* TELEPHONE *304-757-9348* DATE *9-14-2010*

TITLE *President* FEIN *55-0519924* ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEFK11013

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11

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES
JOBSITE
SEE SPECIFICATIONS

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 08/11/2010 | | | | |

BID OPENING DATE: **09/14/2010** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | LOF | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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: 32</p> <p>REQ. NO.: DEFK11013</p> <p>BID OPENING DATE: 09/14/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304-757-9561</i></p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>WALTER T. HAYSLETT</i></p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------------|-------------------------------|-----------------------------------|
| SIGNATURE <i>Walter T. Hayslett</i> | TELEPHONE <i>304-757-9348</i> | DATE <i>9/14/2010</i> |
| TITLE <i>President</i> | FEIN <i>55-0519924</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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

SECTION I – BASE BID and ALTERNATES (rev)

Dated:

SEPTEMBER 14, 2010

Submitted by Bidder:

HAYSLETT CONSTRUCTION COMPANY INC

West Virginia Contractor's License Number: WV

000205

For:

**ST. ALBANS ARMORY ADDITION AND RENOVATION
ST. ALBANS, WEST VIRGINIA**

QUALIFICATIONS FOR BIDDER:

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations:

Submitted To:

The State of West Virginia (hereinafter called "Owner")

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete Additions and Renovation of the St. Albans Armory in St. Albans, West Virginia in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID:

Three Million Three hundred Sixty Nine thousand &
NO/100\$ 3,369,000.⁰⁰/₁₀₀

(The Base Bid includes all work including allowances indicated in Drawings and Specifications, EXCEPT work indicated under Alternate Bid Items described in Section III B of the Bid Form.)

ALTERNATES:

The stated Base Bid is subject to the following additions or deductions for Alternates that the Owner may select. ('Provide' means 'furnish and install'. Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

ALTERNATES: 1 Then 17

ADD the sum of:

Eight hundred Fifty Eight thousand Two hundred +
no/100\$ 858,200.00

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for operation and use no later than Three Hundred Sixty (360) Calendar Days from Notice To Proceed. Total liquidated damages are \$2,400.00 for the first day and \$1,150.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one Calendar Day.

The Bidder certifies that this bid has been arrived at independently, without consultation, communications, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that the Base Bid shall be good and binding and may not be withdrawn for a period of 120 days from the date of the receipt of bids; and further agrees that Alternate Bids shall be good and binding and may not be withdrawn for a period of 90 days from the Date of the Contract.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

#1 9-7-2010 (2) Classification

SIGNATURE OF BIDDER:

Firm: Hayshett Construction Company Inc By: Walter J. Hayshett
Address: PO Box 447 Title: President
Address: HERRICANE WV 25526 Phone: 304-757-9348
Address: _____ Fax: 304-757-9561

Tax Cert. # 1035-5584

END OF SECTION I

SECTION II A - BID ITEMS

The costs indicated below are included in, and are a breakdown of, the Base Bid. In the event the total segregated prices shown below differ from the Base Bid indicated above, the Base Bid will govern.

| DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL | |
|---------------------------|--|----------|-----------------|-----------------------|------------------------|
| GENERAL CONDITIONS | | | | | |
| Bid Item 01: | Mobilization / Demobilization | LS | 1 | 40,000. ⁰⁰ | 40,000. ⁰⁰ |
| Bid Item 02: | General Construction Administration | LS | 1 | 90,000. ⁰⁰ | 90,000. ⁰⁰ |
| Bid Item 03: | Quality Control | LS | 1 | 10,000. ⁰⁰ | 10,000. ⁰⁰ |
| | | | SUBTOTAL | | 100,000. ⁰⁰ |
| SITE WORK | | | | | |
| Bid Item 04: | Sediment and Erosion Control | LS | 1 | 5,000. ⁰⁰ | 5,000. ⁰⁰ |
| Bid Item 05: | Site Storm Water System | LS | 1 | 5,000. ⁰⁰ | 5,000. ⁰⁰ |
| Bid Item 06: | Site Sanitary System | LS | 1 | 15,000. ⁰⁰ | 15,000. ⁰⁰ |
| Bid Item 07a: | Site Fire Water System | LS | 1 | 50,000. ⁰⁰ | 50,000. ⁰⁰ |
| Bid Item 07b: | Site Domestic Water | LS | 1 | 5,000. ⁰⁰ | 5,000. ⁰⁰ |
| Bid Item 07c: | WV American Water Co. Water upgrade | | ALLOWANCE | | \$10,000.00 |
| Bid Item 08: | Site Natural Gas System | LS | 1 | 1,000. ⁰⁰ | 1,000. ⁰⁰ |
| Bid Item 09: | Electrical Service | LS | 1 | 4,000. ⁰⁰ | 4,000. ⁰⁰ |
| Bid Item 10: | Cable Service | LS | 1 | 1,500. ⁰⁰ | 1,500. ⁰⁰ |
| Bid Item 11a: | Site Preparation for Pavement | LS | 1 | 2,000. ⁰⁰ | 2,000. ⁰⁰ |
| Bid Item 11b: | Hot-Laid Bituminous Concrete Base Course (Type 2 Pavement) | TONS | 200 | 115. ⁰⁰ | 23,000. ⁰⁰ |
| Bid Item 11c: | Hot Laid Bituminous Concrete Wearing Course (Type 1 Pavement) | TONS | 45 | 120. ⁰⁰ | 5,400. ⁰⁰ |
| Bid Item 11d: | Pavement Markings | LS | 1 | 1,000. ⁰⁰ | 1,000. ⁰⁰ |
| Bid Item 11e: | Pavement Sealing | LS | 1 | 2,000. ⁰⁰ | 2,000. ⁰⁰ |
| Bid Item 12: | Site Preparation & Unclassified Excavation | LS | 1 | 10,000. ⁰⁰ | 10,000. ⁰⁰ |
| Bid Item 13: | Over-Excavation | CY | 50 | 30 | 1,500. ⁰⁰ |
| Bid Item 14: | Seeding/Landscaping | LS | 1 | 1,000. ⁰⁰ | 1,000. ⁰⁰ |
| Bid Item 15: | Concrete walks (4") and Pads | SY | 220 | 60. | 13,200. ⁰⁰ |
| | | | SUBTOTAL | | 155,600. ⁰⁰ |

| DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|---|------|----------|--------------------------------|--------------------------------|
| BUILDING | | | | |
| Bid Item 16: Building Addition and Renovation | LS | 1 | <u>3,113,400.⁰⁰</u> | <u>3,113,400.⁰⁰</u> |
| BASE BID ITEM TOTAL | | | | <u>3,369,000.⁰⁰</u> |

SECTION II B - ALTERNATE BID ITEMS

State amount to be ADDED to the Base Bid should the Owner elect to ADD the following Alternate Bid Items. The Owner reserves the right to award Alternate Bid Items in any order they believe to be in their best interest.

| DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|--|------|----------|------------------------------|------------------------------|
| Bid Item 17: <u>Alternate No. 1</u> - East Office & Corridor Addition (Rooms 123 - 133) | LS | 1 | <u>344,000.⁰⁰</u> | <u>344,000.⁰⁰</u> |
| Bid Item 18: <u>Alternate No. 2</u> - Fitness Center Renovation (Room No. 173) | LS | 1 | <u>66,000.⁰⁰</u> | <u>66,000.⁰⁰</u> |
| Bid Item 19: <u>Alternate No. 3</u> - Fixed Tables In Classroom No. 106 | LS | 1 | <u>33,000.⁰⁰</u> | <u>33,000.⁰⁰</u> |
| Bid Item 20: <u>Alternate No. 4</u> - Storage Lockers | LS | 1 | <u>14,000.⁰⁰</u> | <u>14,000.⁰⁰</u> |
| Bid Item 21: <u>Alternate No. 5</u> - Metal Canopy | LS | 1 | <u>35,000.⁰⁰</u> | <u>35,000.⁰⁰</u> |
| Bid Item 22: <u>Alternate No. 6</u> - Serving Center Casework | LS | 1 | <u>25,000.⁰⁰</u> | <u>25,000.⁰⁰</u> |
| Bid Item 23: <u>Alternate No. 7</u> - Folding Partition | LS | 1 | <u>21,000.⁰⁰</u> | <u>21,000.⁰⁰</u> |
| Bid Item 24: <u>Alternate No. 8</u> - Drill Hall Overhead Door & Louver Replacement | LS | 1 | <u>10,000.⁰⁰</u> | <u>10,000.⁰⁰</u> |
| Bid Item 25: <u>Alternate No. 9</u> - Signs | LS | 1 | <u>15,000.⁰⁰</u> | <u>15,000.⁰⁰</u> |
| Bid Item 26: <u>Alternate No. 10</u> - Hot-Laid Bituminous Concrete Wearing Course (Type 2 Pavement) | TONS | 580 | <u>65.⁰⁰</u> | <u>37,700.⁰⁰</u> |
| Bid Item 27: <u>Alternate No. 11</u> - Barrier Gate | LS | 1 | <u>48,000.⁰⁰</u> | <u>48,000.⁰⁰</u> |
| Bid Item 28: <u>Alternate No. 12</u> - ESS (Electronic Security System) | LS | 1 | <u>22,000.⁰⁰</u> | <u>22,000.⁰⁰</u> |
| Bid Item 29: <u>Alternate No. 13</u> - Flag Pole | LS | 1 | <u>4,000.⁰⁰</u> | <u>4,000.⁰⁰</u> |
| Bid Item 30: <u>Alternate No. 14</u> - Replace Metal Fascia | LS | 1 | <u>10,000.⁰⁰</u> | <u>10,000.⁰⁰</u> |
| Bid Item 31: <u>Alternate No. 15</u> - CST Fire Alarm | LS | 1 | <u>16,000.⁰⁰</u> | <u>16,000.⁰⁰</u> |
| Bid Item 32: <u>Alternate No. 16</u> - Fire Water Storage Tank | LS | 1 | <u>130,000.⁰⁰</u> | <u>130,000.⁰⁰</u> |
| Bid Item 33: <u>Alternate No. 17</u> - LEED | LS | 1 | <u>50,000.⁰⁰</u> | <u>50,000.⁰⁰</u> |
| ALTERNATE BID ITEM TOTAL | | | | <u>858,200.⁰⁰</u> |

SECTION II C - BID UNIT COSTS

Unit costs stated below shall be the basis of adjustments in the Contract Sum should a significant increase or decrease in quantity be required due to actual site conditions, in accordance with Contract Conditions, General Provisions, Division I. "Significant" shall be defined as an increase or decrease of ten percent or greater. No change in contract amount will be considered for changes in quantities of less than ten percent.

| DESCRIPTION | UNIT | UNIT PRICE |
|---|-------------|-------------------|
| Bid Item 34: Site Fire Water Line (6") | LF | <u>65.00</u> |
| Bid Item 35: Site Sanitary Piping (6") | LF | <u>34.00</u> |
| Bid Item 36: Site Storm Water Piping (6") | LF | <u>35.00</u> |
| Bid Item 37: Site Natural Gas Piping (2") | LF | <u>18.00</u> |

END OF SECTION II

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

DUPLICATE

Number: WV000205

Classification:

GENERAL BUILDING
GENERAL ENGINEERING
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL

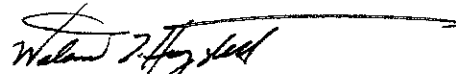
HAYSLETT CONSTRUCTION COMPANY INC
DBA HAYSLETT CONSTRUCTION COMPANY INC
PO BOX 447
HURRICANE, WV 25526-0447

Date Issued


AUGUST 02, 2010

Expiration Date

AUGUST 02, 2011



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Hayslett Construction Company, Inc.,
of Hurricane, West Virginia, as Principal, and Fidelity and Deposit Company of
Maryland of Baltimore, Maryland, a corporation organized and existing under the laws of the State of
Maryland with its principal office in the City of Baltimore, MD, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ ----- 5% -----) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Addition and Renovations to St. Albans Armory, Kanawha County, West Virginia. RFQ # DEFK11013.

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

14th day of September, 2010.

Principal Corporate Seal

Hayslett Construction Company, Inc.

(Name of Principal)

By

Walter J. Hayslett

(Must be President or
Vice President)

President

(Title)

Surety Corporate Seal

Fidelity and Deposit Company of Maryland

(Name of Surety)

[Signature]
Attorney-in-Fact

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

Countersigned

By:

[Signature]

West Virginia Resident Agent

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **A. L. STANCHINA, of Moneta, Virginia,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of A. L. STANCHINA, dated June 14, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of July, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

M. P. Hammond

By:

M. P. Hammond

Vice President

State of Maryland } ss:
City of Baltimore }

**FOR YOUR PROTECTION,
LOOK FOR THE ZURICH WATERMARK**

On this 28th day of July, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

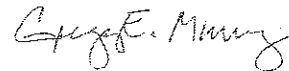
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 14th day of September, 2010.



Assistant Secretary



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

STATE OF West Virginia

COUNTY OF Putnam, TO-WIT:

I, Walter J. Hayslett, after being first duly sworn, depose and state as follows:

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

Hayslett Construction Company Inc
(Company Name)

By: Walter J. Hayslett

Title: President

Date: 9-14-2010

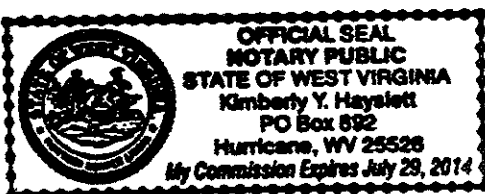
Taken, subscribed and sworn to before me this 14th day of September 2010

By Commission expires July 29th 2014

(Seal)

Kimberly Y. Hayslett
(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.



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: Haystack Construction Company Inc.

Authorized Signature: Walter D. Haystack Date: 9-14-2010

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 14th day of September, 2010.

My Commission expires July 29, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC Kimberly Y. Haystack

