



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
 HOP12094

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 HOPEMONT HOSPITAL
 CENTRAL RECEIVING
 150 HOPEMONT DRIVE
 TERRA ALTA, WV
 26764-7728 304-789-2411

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/02/2011				

BID OPENING DATE: 01/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	968-32		\$ 369,750. ⁰⁰	\$ 369,750. ⁰⁰
<p>***** MANDATORY PRE-BID MEETING ON 12/20/2011 AT 1:00 PM IN RM. 224 IN THE ADMINISTRATION BUILDING AT 150 HOPEMONT DRIVE, TERRA ALTA, WV. ***** PLEASE NOTE: THE DRUG FREE WORKPLACE AFFIDAVIT AND THE BID BOND MUST BE SUBMITTED WITH THE BID. *****</p> <p>DEMOLITION OF CONLEY HALL AND THREE HOUSES PER</p> <p>REQUEST FOR QUOTATION</p> <p>TO PROVIDE DEMOLITION SERVICES OF CONLEY HALL AND THREE HOUSES LOCATED AT HOPEMONT HOSPITAL, 150 HOPEMONT HOSPITAL, TERRA ALTA, WV 26764,, PER THE ATTACHED.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 12/20/2011 AT 1:00 PM IN RM. 224 IN THE ADMINISTRATION BLDG. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</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</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark J. Arnold</i>	TELEPHONE 301-334-2450	DATE 1-5-12
TITLE President	FEIN 52-1093215	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.html 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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ROBERTA WAGNER 304-558-0067

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SHIP TO	HEALTH AND HUMAN RESOURCES HOPEMONT HOSPITAL CENTRAL RECEIVING 150 HOPEMONT DRIVE TERRA ALTA, WV 26764-7728 304-789-2411
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<p>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>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/21/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Mark A. Arnold</i>	301-334-2450	1-5-12	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>President</i>	52-1093215		

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<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 60 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 WAGE RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING</p>						

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<p>WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A 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</p>						

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				BOND, OR LABOR AND MATERIAL BOND. () MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED 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. 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		

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SIGNATURE <i>Mark F. Cradd</i>	TELEPHONE 301-334-2450	DATE 1-5-12
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<p>ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR 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</p>						

SIGNATURE <i>Mark F. Arnold</i>		TELEPHONE 301-334-2450	DATE 1-5-12
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BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.						
(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.						
REV. 11/96						
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1	<input checked="" type="checkbox"/>
NO. 2	<input checked="" type="checkbox"/>
NO. 3	<input type="checkbox"/>
NO. 4	<input type="checkbox"/>
NO. 5	<input type="checkbox"/>
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH						

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<p>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>..... <i>Mark F. Arnold, Pres.</i> SIGNATURE</p> <p>..... <i>Frank Arnold Contractors, Inc.</i> COMPANY</p> <p>..... <i>January 5, 2012</i> 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 21-11-1.1 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p>						

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<p>CONTRACTORS NAME: <i>Frank Arnold Contractors Inc</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 002878</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> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Mark Arnold</i>	TELEPHONE 301-334-2450	DATE 1-5-12	
TITLE <i>President</i>	FEIN 52-1093215	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

HFO NUMBER
 HOP12094

PAGE
 10

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 HOPEMONT HOSPITAL
 CENTRAL RECEIVING
 150 HOPEMONT DRIVE
 TERRA ALTA, WV
 26764-7728 304-789-2411

DATE PRINTED 12/02/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 01/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
<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:-----RW/FILE 22-----</p> <p>REQ. NO.:-----HOP12094-----</p> <p>BID OPENING DATE:---1/10/2012-----</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>FAX 301-334-2188</i></p> <p>-----</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>Adam C. Wolfe</i></p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark A. President</i>	TELEPHONE 301-334-2450	DATE 1-5-12
TITLE <i>President</i>	FEIN 52-1093215	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
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Request for Quotation

RFQ NUMBER
 HOP12094

PAGE
 11

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE
 VENDOR

SHIP TO
 HEALTH AND HUMAN RESOURCES
 HOPEMONT HOSPITAL
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DATE PRINTED 12/02/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 01/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ HOP12094 ***** TOTAL:						\$369,750.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark A. Arnold</i>	TELEPHONE 301-334-2450	DATE 1-5-12
TITLE <i>President</i>	FEIN 52-1093215	ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTATION

HOP12094

1. GENERAL INFORMATION:

- 1.1 The West Virginia Department of Health & Human Resources is requesting a quotation to provide all labor, equipment and anything incidental to the demolition, and legal disposal of all associated building material, and rubbish associated with the demolition of Conley Hall, and three (3) houses located at Hopemont Hospital, 150 Hopemont Drive, Terra Alta, West Virginia 26764.
- 1.2 All work will be in compliance with all State and Federal laws and regulations, including Fire Marshall regulations and all other building codes and industry standards. Final payment will be withheld if any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.3 The words "will", "must", and "shall" identify a mandatory requirement.

2. BIDDER REQUIREMENTS:

- 2.1 It is the vendor's responsibility to verify all field conditions and limitations prior to bidding. It is also the vendor's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the demolition. Do not proceed until nonconforming conditions have been corrected.
- 2.2 Due to the size of this project, interested vendors must attend a mandatory pre-bid meeting on December 20, 2011, at 1:00 PM, at the Hopemont Hospital Administration Building, located at 150 Hopemont Drive, Terra Alta, West Virginia 26764.

3. SCOPE OF WORK:

- 3.1 All utilities must be disconnected and abandoned from all sites and State regulations must be followed.
- 3.2 Contractor shall completely demolish Houses 1, 2, and 3 and Conley Hall

and remove all materials from the site except masonry materials. Masonry materials may be used within the backfill sites, Masonry materials from houses and existing sidewalks may be deposited in a fill area approximately 200 yards away.

- 3.3 Contractor shall remove and legally dispose of the windows, roofing material, building fixtures, interior partitions, contents and any other building debris and rubbish associated with the demolition project at an approved landfill in compliance with State and Federal regulations.
- 3.4 The basement walls, footers and sidewalks of Houses 1, 2, and 3 shall be shattered and deposited of as described above.
- 3.5 Landscaping:
 - A. Soil must be imported to fill foundation.
 - B. Area must be graded for erosion control and positive drainage.
 - C. Area must be seeded and mulched after completion of demolition.
- 3.6 The use of explosives will not be permitted.

4. INSURANCE

- 4.1 Insurance Requirements: The vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The vendor shall provide proof of insurance at the time the contract is awarded. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:
 1. For bodily injury (including death): \$500,000.00 per person, minimum \$1,000,000.00 per occurrence.

2. For property damage: Minimum \$1,000,000.00 per occurrence.

5. PERMITS:

- 5.1 The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

6. WAGE RATES:

- 6.1 The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for **PRESTON County** pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website:
<http://www.wvsos.com/adlaw/wagerates/building06.htm>

7. *Invoices, Progress Payments, & Retainage*

7.1 Progressive Payments:

The Firm shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency based on percentage of work completed. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted. Due to the size of the project, four (4) payments will be permitted. These may be submitted at 25%, 50%, 75% and 100% completion.

The contractor shall submit invoices for payment at the completion of each stage of completion:

- 1st invoice - One quarter of the total amount of the contract minus 10% retainage, when 25% of the work is completed;
- 2nd. invoice - One quarter of the total amount of the contract minus 10% retainage, when 50% of the work is completed;
- 3rd. invoice - One quarter of the total amount of the contract minus 10% retainage, when 75% of the contract is completed;
- 4th. invoice - the final invoice may be paid for the remaining amount of the contract that should include the remaining one quarter of the amount of the contract plus the retainage when the work is 100% complete and

agreed upon with the Agency.

When progress payments are permitted, the firm is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the firm's report. State law forbids payment of invoices prior to receipt of services.

- 7.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or substandard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

8. TERM OF WORK:

- 8.1 Upon receipt of notice to proceed for this contract, work shall be started and completed within 60 calendar days.

9. DELAYS AND EXTENSION OF TIME:

- 9.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

10. TOOLS AND EQUIPMENT STORAGE:

- 10.1 Contractor may set a trailer or temporary storage building on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials while on site.

11. SAFETY EQUIPMENT:

- 11.1 The Contractor shall provide safety barriers around work areas where

heavy equipment may be in operation or as required by OSHA.

12. DAMAGES:

- 12.1 Any damages occurring to the parking lot resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

13. SCHEDULE OF BID RESPONSES:

- 13.1 Bidders shall submit one lump-sum bid for all the work under all the terms and conditions as described herein.
- 13.2 No person may engage in this state or may act as a contractor, or submit a bid to perform work as a contractor, as defined in this article, unless such a person holds a license issued under the provisions of this article. No firm, partnership, corporation, association or other entity shall engage in contracting in this state unless an officer thereof holds a license pursuant to this article. A valid West Virginia Contractors License will be required from the successful bidder at the time award.

Cost Sheet – HOP12094

Total Lump Sum Bid Amount: \$ 369,750.⁰⁰

Contractor's Name: Frank Arnold Contractors, Inc.

Contractor's Address: 151 Oakland Drive, Oakland MD 21550

Phone Number of Contact: 301-334-2450

Signature: Mark A Arnold

Title: President

Date of Signature: January 5, 2012

RFQ No. 1107120914

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 owned 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: Franks Arnold Contractors Inc.

Authorized Signature: Mark Franks Date: January 5, 2012

State of Maryland

County of Garrett, to-wit:

Taken, subscribed, and sworn to before me this 5th day of January, 2012

My Commission expires March 8th, 2015

AFFIX SEAL HERE

NOTARY PUBLIC Adam C. Wolfe

3/8/15



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

STATE OF Maryland
COUNTY OF Garrett, TO-WIT:

I, Mark F Arnold, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Frank Arnold Contractors Inc.
(Company Name)
- 2. I do hereby attest that Frank Arnold Contractors 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.

Frank Arnold Contractors, Inc.
(Company Name)

By: Mark F Arnold

Title: President

Date: January 5th 2012

Taken, subscribed and sworn to before me this 5th day of January, 2012

By Commission expires March 8th, 2015

(Seal)

Adam C. Wolfe
(Notary Public)

3/8/15 **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 PREPARATION INSTRUCTIONS

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

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

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
_____ (C) of _____ (D), _____ (E),
as Principal, and _____ (F) of _____ (G),
_____ (H), a corporation organized and existing under the laws
of the State of _____ (I) with its principal office in the City of
_____ (J), as Surety, are held and firmly bound unto The State
of West Virginia, as Oblige, in the penal sum of _____ (K)
(\$ _____ (L)) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

The Condition of the above obligation is such that whereas the Principal
has submitted to the Purchasing Section of the Department of Administration
a certain bid or proposal, attached hereto and made a part hereof to enter into a
contract in writing for _____ (M)

NOW THEREFORE.

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their
hands and seals, and such of them as are corporations have caused their corporate
seals to be affixed hereto and these presents to be signed by their proper officers,
this _____ (N) day of _____ (O), 20 _____ (P).

Principal Corporate Seal

(R)

(Name of Principal)

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

Title

(U)
Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

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

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the 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 _____ day of _____, 20____.

Principal Corporate Seal

Attached

(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

(Name of Surety)

Surety Corporate Seal

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.



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
HOP12094

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 HOPEMONT HOSPITAL
 CENTRAL RECEIVING
 150 HOPEMONT DRIVE
 TERRA ALTA, WV
 26764-7728 304-789-2411

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/15/2011				

BID OPENING DATE: 01/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: HOP12094						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1 ✓						
NO. 2 ✓						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark F Arnold</i>	TELEPHONE 301-334-2450	DATE 1-5-12
TITLE <i>President</i>	FEIN 52-1093215	ADDRESS CHANGES TO BE NOTED ABOVE

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



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2

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RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 HOPEMONT HOSPITAL
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/15/2011				

BID OPENING DATE: 01/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEMNUMBER	UNIT PRICE	AMOUNT
<p>THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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 style="text-align: right;"> <i>Mark F. Arnold, Pres.</i> SIGNATURE <i>Franks Arnold Contractors, Inc.</i> COMPANY <i>January 5, 2012</i> DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Mark F. Arnold</i>	301-334-2450	1-5-12	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>President</i>	52-1093215		

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

ADDENDUM #1
HOP12094

To respond to vendor questions as follows:

1. **Vendor Question: What is the size of the structures in square footage?**

Response:

Conley Hall- Approximately 12,000 sq ft x 3 floors

House#1- Approximately 4,200 sq ft

House#2- Approximately 1,600 sq ft

House#3- Approximately 3,500 sq ft

2. **Vendor Question: Is there asbestos abatement involved?**

Response:

Asbestos was removed from all structures by Astar.

3. **Vendor Question: Is there an engineer's estimate for the demolition?**

Response: Information is not available.

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.html 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).



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
HOP12094

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 HOPEMONT HOSPITAL
 CENTRAL RECEIVING
 150 HOPEMONT DRIVE
 TERRA ALTA, WV
 26764-7728 304-789-2411

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/23/2011				

BID OPENING DATE: 01/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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 style="text-align: right;"> <i>Mark F. Arnold, Pres.</i> SIGNATURE <i>Frank Arnold Contractors, Inc</i> COMPANY <i>January 5, 2012</i> DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 2</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Mark F. Arnold</i>	301-334-2450	1-5-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	52-1093215	

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
HOP12094

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 HOPEMONT HOSPITAL
 CENTRAL RECEIVING
 150 HOPEMONT DRIVE
 TERRA ALTA, WV
 26764-7728 304-789-2411

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/23/2011				

BID OPENING DATE: 01/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-32	\$ 369,750. ⁰⁰	\$ 369,750. ⁰⁰
DEMOLITION OF CONLEY HALL AND THREE HOUSES PER						
***** THIS IS THE END OF RFQ HOP12094 ***** TOTAL:						\$ 369,750. ⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark F. Bernoll</i>	TELEPHONE 301-334-2450	DATE 1-5-12
TITLE <i>President</i>	FEIN 52-1093215	ADDRESS CHANGES TO BE NOTED ABOVE

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 10812044 Date: 12/20/11

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

Firm Name: D. Carter Inc.
 Firm Address: P.O. Box 396 m. Hon WV 25541
 Representative Attending: DWAYNE CARTER
 Phone Number: 304-743-1162
 Fax Number: 304-743-7939
 Email Address: CARTER INC WV @ AOL.COM

Firm Name: J.B. Sons LLC
 Firm Address: 11043 Brendonville Pike Albright WV 26519
 Representative Attending: SEAN A. SIOFF & FUNK
 Phone Number: 304-329-0818
 Fax Number:
 Email Address:

Firm Name: Tracy Curtis
 Firm Address: Green River Group, LLC PO Box 18039 Morgantown WV 26507
 Representative Attending: Tracy Curtis
 Phone Number: (304) 594-3991
 Fax Number: (304) 594-3992
 Email Address: tracyscurtis@yahoo.com

Firm Name: Charles E. Bolyard & Son, Inc.
 Firm Address: 125 East High St. Krahnwood WV 26537
 Representative Attending: R. H. Bolyard
 Phone Number: 304-329-1330
 Fax Number: 329-1571
 Email Address: cebsinc@frontier.com

Firm Name: Mark E. Godfrey
 Firm Address: Morgantown Excavators, Inc. P.O. Box 520 Morgantown, WV 26507
 Representative Attending: Mark E. Godfrey
 Phone Number: 304-292-2489
 Fax Number: 304-292-0746
 Email Address: mgodfrey@mei.wv.com
mei@mei.wv.com

Firm Name: Dan Hill Construction
 Firm Address: P.O. Box 685 Gayley Bridge WV 25025
 Representative Attending: Lawrence Pull
 Phone Number: 304-632-1600
 Fax Number: 304-632-1502
 Email Address: Dan Hill @ hotmail.com

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: HCP12094 Date: 12/20/11

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

Firm Name:	ORANGE CONSTRUCTION CORP.
Firm Address:	170 OLD CHEAT ROAD MIDDLEBURY, NY 14508
Representative Attending:	DAVID WARE
Phone Number:	(304) 291-6765
Fax Number:	(304) 291-6975
Email Address:	ORANGECONSTR@aol.com

Firm Name:	Frank Arnold Contracting Inc
Firm Address:	151 Oakland Drive Dokleaf MD 21556
Representative Attending:	Helen WcHP
Phone Number:	301-334-2450
Fax Number:	301-334-2188
Email Address:	wcHP5416@comcast.net

Firm Name:	Robert Bartzel Exc.
Firm Address:	P.O. Box 635 Orkland, MD 21550
Representative Attending:	GARY TIMSLEY
Phone Number:	301-334-6326
Fax Number:	301-334-6326
Email Address:	garyt@ok.com

Firm Name:	John LAURITA INC
Firm Address:	302 Dents Run Rd Morgantown WV 26501
Representative Attending:	John D. Amidorich
Phone Number:	(304) 288-1488
Fax Number:	304 292 4606
Email Address:	freeman@laurita.com

Firm Name:	Robert Bartzel Exc.
Firm Address:	P.O. Box 635 Dokleaf Md 21550
Representative Attending:	Robert Bartzel
Phone Number:	301-334-6326
Fax Number:	301-334-6326
Email Address:	rbartzel@ok.com

Firm Name:	Frank Arnold HAZZARD EXCAVATING
Firm Address:	Box 398 Kimball W.V. 24853
Representative Attending:	VICTOR HAZZARD
Phone Number:	304 585-7060
Fax Number:	304 585 7062
Email Address:	v.hazzard@comcast.net

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Frank Arnold Contractors, Inc.
of Oakland, Maryland, as Principal, and Travelers Casualty & Surety Company
of Hartford, Conneticut, a corporation organized and existing under the laws of the State of _____
Conneticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblgee, in the penal sum of 5% of bid amount (\$ 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
Demolition project at the Hopemont Hospital, Terra Alta, WV
Conley Hall and 3 houses
RFQ Number HOP12094

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 Oblgee 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
10th day of January, 2012.

Frank Arnold Contractors, Inc.

Principal Corporate Seal

(Name of Principal)
By Mark J Arnold
(Must be President or Vice President)
President
(Title)

Surety Corporate Seal

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

Attorney-in-Fact

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

Page T. Shanklin, Sr.



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 222830

Certificate No. 004373223

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

Page T. Shanklin, Sr., H. Glenn Twigg, Jr., Michael A. Fetchero, Edward R. Seward, Lisbeth A. Joy, and Rebeca Gobrecht

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of June, 2011.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 28th day of June, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of January, 20 12.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.