

- INDUSTRIAL
- DESIGN BUILD
- INSTITUTIONAL
- COMMERCIAL CONSTRUCTION
- CONSTRUCTION MANAGEMENT

DATE: December 11, 2008

COMPANY: State of WV - PURCHASING DEPT.

FAX NUMBER: 304-558-3970

ATTENTION: JOHN ABBOTT

X URGENT

AS SOON AS POSSIBLE

NO REPLY NEEDED

RE: RFQ NUMBER - COR61390

Martinsburg Correctional Center Addition -- Martinsburg, WV

COMMENTS: ATTACHED REQUEST FOR QUOTATION FOR BIDS DUE 12-11-08 @ 1:30 PM

NOTE: ORIGINAL BID BOND WAS SHIPPED VIA FEDEX FOR DELIVERY MORNING OF 12-11-08

RECEIVED
2008 DEC 11 P 1:21
STATE OF WV

If you have any questions please call me.

Thanks.

FROM: HARLEY W. SMITH

harley@grcgc.com

TITLE: ESTIMATOR

www.grcgc.com

NUMBER OF PAGES BEING TRANSMITTED INCLUDING COVER SHEET ARE:

Building The Future Since 1983



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
COR61390

PAGES
1

ADDRESS FOR CORRESPONDENCE (IF DIFFERENT FROM ABOVE)
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF CORRECTIONS
 MARTINSBURG CORRECTIONAL
 CENTER
 1406 CHARLES TOWN ROAD
 MARTINSBURG, WV
 25401 304-558-8045

RECEIVED
 NOV 24 2008

DATE PRINTED	TERM OF SALE	SHIP VIA	FOB	FREIGHT TERMS	
10/20/2008					
BID OPENING DATE: 11/25/2008		BID OPENING TIME 01:30PM			
LINE	QUANTITY	UOP	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS	968-20	Base Bid	\$66,000.00
<p>BUILDING CONSTRUCTION</p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT AN ADDITION TO THE MARTINSBURG CORRECTIONAL CENTER, PER THE SPECIFICATIONS.</p> <p>MANDATORY ON-SITE PRE-BID: 11/6/2008; 1:30 PM MARTINSBURG CORRECTIONAL CENTER MARTINSBURG, WV 25401</p> <p>CONTACT SCOTT PAUGH AT (304) 267-0156 TO CONFIRM ATTENDANCE PRIOR TO THE PRE-BID DATE.</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 PURCHASING 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 PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED</p>					
SEE REVERSE SIDE FOR TERMS AND CONDITIONS					
SIGNATURE <i>M. J. [Signature]</i>		TELEPHONE 717-762-1116		DATE 12/4/08	
TITLE PRESIDENT		FAX 25-1478198		ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days' written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

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



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
CDR61390

PAGE
2

ADDRESS OF CORRESPONDENCE
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

**DIVISION OF CORRECTIONS
 MARTINSBURG CORRECTIONAL
 CENTER
 1406 CHARLES TOWN ROAD
 MARTINSBURG, WV
 25401 304-558-8045**

DATE PRINTED	TERMS OF SALE	SHIP VIA	POB	FREIGHT TERMS
10/20/2008				

BID OPENING DATE: 11/25/2008	BID OPENING TIME 01:30PM
------------------------------	--------------------------

LINE	QUANTITY	UOP	CA/NO	DESCRIPTION	UNIT PRICE	AMOUNT
<p>WITHIN XXXX 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 BERKELEY COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 717-762-1116	DATE 12/4/08
TITLE PRESIDENT	FERN 25-1478198	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
COR61390

PAGE
5

ADDRESS OR PERSON TO WHOM TO BE SENT
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

**DIVISION OF CORRECTIONS
 MARTINSBURG CORRECTIONAL
 CENTER
 1406 CHARLES TOWN ROAD
 MARTINSBURG, WV
 25401 304-558-8045**

DATE PRINTED 10/20/2008	TERMS OF SALE	SHIP VIA	EST	FREIGHT TERMS
-----------------------------------	---------------	----------	-----	---------------

BID OPENING DATE: **11/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 717-762-1116	DATE 12/4/08
TITLE PRESIDENT	FBN 25-1478198	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**

REQUISITION NUMBER
COR61390


PAGE
6

ADDRESS CORRESPONDENCE OR ATTENTION TO
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

**DIVISION OF CORRECTIONS
 MARTINSBURG CORRECTIONAL
 CENTER
 1406 CHARLES TOWN ROAD
 MARTINSBURG, WV
 25401 304-558-8045**

DATE PRINTED	TERMS OF SALE	SHIP VIA	P.O.	FREIGHT TERMS
10/20/2008				
BID OPENING DATE: 11/25/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT No	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NOS.: NO. 1 11/20/08 NO. 2 12/2/08 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. SIGNATURE M. JAMES ROCK, PRESIDENTGRC GENERAL CONTRACTOR, INC.....COMPANY 12/4/08DATE REV. 11/96 CONTRACTORS LICENSE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 717-762-1116	DATE 12/4/08
TITLE PRESIDENT	FAX 25-1478198	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
COR61390

PAGE
7

ADDRESS FOR RESPONSE AND RETURN OF
JOHN ABBOTT
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

RFQ COPY

DIVISION OF CORRECTIONS
 MARTINSBURG CORRECTIONAL
 CENTER
 1406 CHARLES TOWN ROAD
 MARTINSBURG, WV
 25401 304-558-8045

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/20/2008				

BID OPENING DATE: **11/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	UNIT PRICE	AMOUNT
<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 B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: GRC GENERAL CONTRACTOR, INC.</p> <p>CONTRACTORS LICENSE NO.: WV021696</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 style="text-align: center;">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</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 717-762-1116	DATE 12/4/08
TITLE PRESIDENT	FEIN. 25-1478198	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**

ITEM NUMBER
CR61390

PAGE
4

ADDRESS CORRESPONDENCE OR AWARD NOTICE
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

**DIVISION OF CORRECTIONS
 MARTINSBURG CORRECTIONAL
 CENTER
 1406 CHARLES TOWN ROAD
 MARTINSBURG, WV
 25401 304-558-8045**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/20/2008				

BID OPENING DATE: **11/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOF	UNIT	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE **717-762-1116** DATE **12/4/08**

TITLE **PRESIDENT** FEN **25-1478198** 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
COR61390

PAGE NO.
8

ADDRESS NUMBER RESPONSES TO BE FORWARDED TO
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

**DIVISION OF CORRECTIONS
 MARTINSBURG CORRECTIONAL
 CENTER
 1406 CHARLES TOWN ROAD
 MARTINSBURG, WV
 25401 304-558-8045**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/20/2008				

BID OPENING DATE: **11/25/2008** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	UNIT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>REQ. NO.: COR61390-----</p> <p>BID OPENING DATE: 11/25/2008-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 717-762-1116	DATE 12/4/08	
TITLE PRESIDENT	FAX 25-1478198	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
COR61390

PAGE
9

ADDRESS FOR CORRESPONDENCE TO: (PERSON OR FIRM)
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

**DIVISION OF CORRECTIONS
 MARTINSBURG CORRECTIONAL
 CENTER
 1406 CHARLES TOWN ROAD
 MARTINSBURG, WV
 25401 304-558-8045**

DATE PRINTED: **10/20/2008** TERMS OF SALE: SHIP VIA: F.O.B. FREIGHT TERMS:

BID OPENING DATE: **11/25/2008** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: M. JAMES ROCK, PRESIDENT -----						
***** THIS IS THE END OF RFQ COR61390 ***** TOTAL:						<i>\$566,000</i>
<i>Base Bio</i>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **717-762-1116** DATE: **12/4/08**

TITLE: **PRESIDENT** FIRM: **25-1478198** ADDRESS CHANGES TO BE NOTED ABOVE

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

The Bidder, if successful and awarded a Contract, agrees that all Work is to be Substantially Complete within 13 the time frame set in the Construction Schedule listed below.

Construction Schedule:

The Work is to be substantially complete within 275 consecutive calendar days following receipt of the Owner's written Notice to Proceed.

Any work performed prior to receipt of the Owner's written Notice to Proceed and/or Purchase Order shall be at the Bidder's risk.


Upon receipt of the Owner's written notice of the acceptance of this Bid, the Bidder agrees that he shall execute and deliver the bonds and insurance certificates as set forth in the Bidding Documents to the Owner, or the Bidder shall forfeit the security deposited with this Bid.

The Bidder agrees that this Bid shall not be withdrawn for a period of ninety (90) consecutive calendar days following the date for receipt of Bids without forfeiture of the five percent (5%) bid security deposited with this Bid.

I hereby acknowledge receipt of addendum(s) as noted on the attached State of West Virginia Addendum Acknowledgement form and have made the necessary revisions to my proposal, plans and/or specifications, etc.:

RESPECTFULLY SUBMITTED:

DATE: 12/4/08

BY: 
(SIGNATURE, IN INK) M. JAMES ROCK

TITLE: PRESIDENT

FIRM NAME: GRC GENERAL CONTRACTOR, INC.

ADDRESS: 3289 WAYNECASTLE ROAD, P.O. BOX 216
ZULLINGER, PA 17272

END OF BID FORM

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: GRC GENERAL CONTRACTOR, INC.

Authorized Signature: 
M. JAMES ROCK, PRESIDENT

Date: 12/4/08

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, GRC General Contractor, Inc.
of Zullinger, Pennsylvania, as Principal, and International Fidelity
of Newark, New Jersey, a corporation organized and existing under the laws of the State of
New Jersey with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees, 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
Martinsburg Correctional Center Additions & Alterations
Martinsburg, WV
RFQ# COR61390

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 Obligees 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
4th day of December, 20 08.

Principal Corporate Seal

GRC General Contractor, Inc.
(Name of Principal)

By M. James Rock
M. JAMES ROCK (Must be President or Vice President)
PRESIDENT
(Title)

Surety Corporate Seal

International Fidelity Insurance Company
(Name of Surety)

John R. Waite, Jr.
Attorney-in-Fact
John R. Waite, Jr.

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.

Tel (973) 624-7200

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

John R. Waite, Jr. as attorney-in-fact to execute the following Surety bond:

Surety Bond Number: Bid Bond
Principal: GRC General Contractor, Inc.
Obligee: West Virginia Division of Corrections

and the execution of such instrument in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to a resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



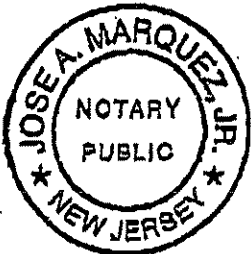
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 26th day of August, A.D. 2003.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

[Signature]
Secretary

On this 26th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of December, 2008

[Signature]
Assistant Secretary

INTERNATIONAL FIDELITY INSURANCE COMPANY
ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2007

ASSETS

Bonds (Amortized Value)	\$88,913,221
Common Stocks (Market Value)	18,170,832
Mortgage Loans on Real Estate	1,111,500
Cash & Bank Deposits	46,453,412
Short Term Investments	4,039,006
Unpaid Premiums & Assumed Balances	4,488,967
Reinsurance Recoverable from Reinsurers	631,946
Electronic Data Processing Equipment	135,990
Investment Income Due and Accrued	1,253,680
Net Deferred Tax Assets	3,250,000
Other Assets	<u>2,245,354</u>
TOTAL ASSETS	<u>\$170,693,907</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$15,493,530
Loss Adjustment Expenses	4,242,428
Contingent Commissions & Other Similar Charges	116,728
Other Expenses (Excluding Taxes, Licenses and Fees)	4,960,927
Taxes, Licenses & Fees (Excluding Federal Income Tax)	1,252,929
Current Federal & Foreign Income Taxes	645,000
Unearned Premiums	29,522,449
Ceded Reinsurance Premiums Payable	1,931,511
Funds Held by Company under Reinsurance Treaties	5,068
Amounts Withheld by Company for Account of Others	26,183,176
Provisions for Reinsurance	<u>7,409</u>
TOTAL LIABILITIES	<u>\$84,361,155</u>
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Note	16,000,000
Unassigned Funds (Surplus)	<u>68,458,153</u>
Surplus as Regards Policyholders	<u>\$86,332,752</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$170,693,907</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2007, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.

IN TESTIMONY WHEREOF, I have set my hand and affixed
the seal of the Company, this 26th day of February 2008.
INTERNATIONAL FIDELITY INSURANCE COMPANY



Dec. 11, 2008 1:04 PM West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER	No. 1131	P. 18
COR61390		1
ADDRESS CORRESPONDENCE TO ATTENTION OF		
JOHN ABBOTT		
304-558-2544		

RFO COPY
 TOM KRENITSKY
 GRC GENERAL CONTRACTOR
 3289 WAYNECASTLE ROAD
 BOX 216
 ZULLINGER PA 17272

RECEIVED
 NOV 24 2008

DIVISION OF CORRECTIONS
 MARTINSBURG CORRECTIONAL
 CENTER
 1406 CHARLES TOWN ROAD
 MARTINSBURG, WV
 25401 304-558-8045

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/20/2008				

BID OPENING DATE: 12/04/2008 BID OPENING TIME 01-30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO MODIFY, ADD TO, AND ANSWER VENDOR QUESTIONS RELATING TO THE REQUEST FOR QUOTATION SPECIFICATIONS, PER THE ATTACHED; AND EXTEND THE BID OPENING DATE.						
REVISED BID OPENING DATE: 12/04/2008; 1:30 PM						
0001	1	LS		968-20		
BUILDING CONSTRUCTION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

Dec. 11, 2008 1:04PM

BY FURNISHING THIS BIDDING FOR 304-558-8045

NO. 1131 P. 19



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
COR61390

PAGE
1

ADDRESS FOR CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
304-558-2544**

RFQ COPY
TYPE NAME/ADDRESS HERE

DIVISION OF CORRECTIONS
MARTINSBURG CORRECTIONAL
CENTER
1406 CHARLES TOWN ROAD
MARTINSBURG, WV
25401 304-558-8045

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/02/2008				
BID OPENING DATE: 12/11/2008		BID OPENING TIME: 01-30PM		

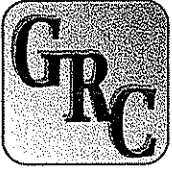
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
<p>ADDENDUM #02 THIS ADDENDUM IS ISSUED TO MODIFY, ADD TO, AND ANSWER VENDOR QUESTIONS, PER THE ATTACHED; AND EXTEND THE BID OPENING TO 12/11/2008; 1:30 PM. REVISED BID OPENING DATE: 12/11/2008; 1:30 PM</p>						
BUILDING CONSTRUCTION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TLS _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE (AREA FOR VENDOR)



General Contractor, Inc.

- INDUSTRIAL
- DESIGN BUILD
- INSTITUTIONAL
- COMMERCIAL CONSTRUCTION
- CONSTRUCTION MANAGEMENT

December 10, 2008

State of West Virginia
Dept. of Administration
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305

Attn: Mr. John Abbott

Re: RFQ # COR61390
Martinsburg Correctional Center Additions & Alterations
Martinsburg, WV

Dear Mr. Abbott:

Enclosed is our original Bid Bond to go with our bid for the above referenced project. As instructed, we will be faxing our bid, and a copy of this Bid Bond, to you prior to the 1:30 pm deadline on December 11, 2008.

If you have any questions, do not hesitate to contact me at: 717-762-1116

Sincerely,
GRC GENERAL CONTRACTOR, INC.

M. James Rock
President

RECEIVED

08 DEC 11 AM 10:31

PURCHASING DIVISION
STATE OF WV

MJR:jgh

"Building the Future Since 1983"

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, GRC General Contractor, Inc.
of Zullinger, Pennsylvania, as Principal, and International Fidelity Insurance Company
of Newark, New Jersey, a corporation organized and existing under the laws of the State of New Jersey with its principal office in the City of Newark, 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 Martinsburg Correctional Center Additions & Alterations
Martinsburg, WV
RFQ# COR61390

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 4th day of December, 2008.

Principal Corporate Seal

GRC General Contractor, Inc.
(Name of Principal)
By M. James Rock
M. JAMES ROCK (Must be President or Vice President)
PRESIDENT
(Title)

Surety Corporate Seal

International Fidelity Insurance Company
(Name of Surety)
John R. Waite, Jr.
Attorney-in-Fact
John R. Waite, Jr.

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.

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the International Fidelity Insurance Company organized and existing under the laws of the State of NJ and licensed to do business in the State of WV certifies and agrees, that if contract for Martinsburg Correctional Center Additions & Alterations, Martinsburg,, WV RFQ# COR61390 for West Virginia Division of Corrections is awarded to GRC General Contractor, Inc. the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 4th day of December, 2008

International Fidelity Insurance Company



John R. Waite, Jr.
Attorney-in-Fact,



POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

John R. Waite, Jr. as attorney-in-fact to execute the following Surety bond:

Surety Bond Number: Bid Bond
Principal: GRC General Contractor, Inc.
Obligee: West Virginia Division of Corrections

and the execution of such instrument in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

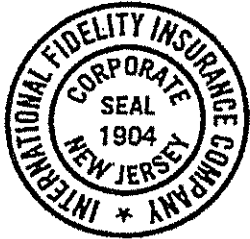
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



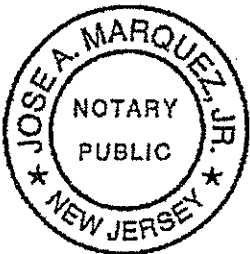
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

[Handwritten Signature]
Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Handwritten Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of December, 2008

[Handwritten Signature]
Assistant Secretary

INTERNATIONAL FIDELITY INSURANCE COMPANY
 ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2007

ASSETS

Bonds (Amortized Value)	\$88,913,221
Common Stocks (Market Value)	18,170,832
Mortgage Loans on Real Estate	1,111,500
Cash & Bank Deposits	46,453,412
Short Term Investments	4,039,006
Unpaid Premiums & Assumed Balances	4,488,967
Reinsurance Recoverable from Reinsurers	631,946
Electronic Data Processing Equipment	135,990
Investment Income Due and Accrued	1,253,680
Net Deferred Tax Assets	3,250,000
Other Assets	2,245,354
TOTAL ASSETS	<u>\$170,693,907</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$15,493,530
Loss Adjustment Expenses	4,242,428
Contingent Commissions & Other Similar Charges	116,728
Other Expenses (Excluding Taxes, Licenses and Fees)	4,960,927
Taxes, Licenses & Fees (Excluding Federal Income Tax)	1,252,929
Current Federal & Foreign Income Taxes	645,000
Unearned Premiums	29,522,449
Ceded Reinsurance Premiums Payable	1,931,511
Funds Held by Company under Reinsurance Treaties	5,068
Amounts Withheld by Company for Account of Others	26,183,176
Provisions for Reinsurance	7,409
TOTAL LIABILITIES	<u>\$84,361,155</u>
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Note	16,000,000
Unassigned Funds (Surplus)	68,458,153
Surplus as Regards Policyholders	<u>\$86,332,752</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$170,693,907</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2007, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.

IN TESTIMONY WHEREOF, I have set my hand and affixed
 the seal of the Company, this 26th day of February 2008.
INTERNATIONAL FIDELITY INSURANCE COMPANY